

CHARTER TOWNSHIP OF  
YPSILANTI BOARD OF TRUSTEES

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*Supervisor*

**BRENDA L. STUMBO**

*Clerk*

**KAREN LOVEJOY ROE**

*Treasurer*

**LARRY J. DOE**

*Trustees*

**STAN ELDRIDGE**

**HEATHER JARRELL ROE**

**MONICA ROSS WILLIAMS**

**JIMMIE WILSON, JR.**

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**August 20, 2019**

**Work Session – 4:00 p.m.**

**Regular Meeting – 7:00 p.m.**

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

# **DEPARTMENTAL REPORTS**

**YPSILANTI TOWNSHIP FIRE DEPARTMENT**  
**MONTHLY REPORT**

**JUNE 2019**

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 342 requests for assistance. Of those requests, 194 were medical emergency service calls, with the remaining 148 incidents classified as non-medical and/or fire related.

Department activities for the month of June, 2019:

- 1) The Public Education Department participated in the following events:
  - a) Truck Demonstration @ Fresh Thyme Safety Days
  - b) Hosted Township Shred Event
  - c) Engine 14-3 led Fairway Hills Bicycle Parade
  - d) Smoke Alarms: 2480 Draper (2)
  - e) Car Seat fittings for U of M Buckle Up program
- 2) Fire fighters attended 10 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
  - a) Extrication
  - b) SCBA
  - c) Washtenaw County Technical Rescue Team

The Fire Marshal had these activities / events for the month of June, 2019:

- 1) Fire Investigations: 2
- 2) Plan Reviews: 5
- 3) New Business Inspections: 5
- 4) Suppression Tests: 6
- 5) Hood Inspections: 1
- 6) Alarm Systems: 2
- 7) Re-Inspections: 1
- 8) Burn Permits: 2
- 9) Research: 1
- 10) Meetings: 3
- 11) GM Tabletop Exercise
- 12) Classes: Staff & Command (week long)

The Fire Chief attended these meetings / events for the month of June, 2019:

- 1) Officers meeting
- 2) Contract Negotiations
- 3) Metro Dispatch Feasibility meeting
- 4) Develop Team meeting – Comfort Inn
- 5) 2 Private Road meetings – Sauter Family
- 6) Pre-application meeting – Kalitta / Tyler Road
- 7) BCOC Symposium in Alabama
- 8) Began 2020 Budget
- 9) ACM Truck Lease meeting
- 10) Fire Truck purchase agreement
- 11) County Health Dept. – Alternative Dispensing Site Plan
- 12) Grant Work – Turnout Gear & Extrication Equipment
- 13) Staff Photographs – make up day
- 14) WAMAA – Mutual Aid Agreement revision
- 15) Image Trend training – Occupancy Location & Inspection

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

There was 1 injury and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$482,900.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 06/01/2019	3812 Vorhies	\$ 0.00 (Mutual Aid – Superior Township)
2) 06/01/2019	405 Villa Drive	\$ 5,500.00 (building)
3) 06/02/2019	6633 Stony Creek	\$ 0.00 (cooking)
4) 06/02/2019	Westview Bldg B	\$ 0.00 (Mutual Aid – City of Ypsilanti)
5) 06/04/2019	3812 Vorhies	\$ 0.00 (Mutual Aid – Superior Township)
6) 06/05/2019	9631 Harbour Cove Ct	\$ 0.00 (dumpster)
7) 06/05/2019	2703 Washtenaw	\$ 0.00 (outside equipment)
8) 06/08/2019	6049 Aspen Way	\$ 410,000.00 (building)
9) 06/08/2019	7434 Lochmoor Dr	\$ 5,000.00 (building)
10)06/10/2019	2440 E Clark	\$ 1,650.00 (vehicle)
11)06/10/2019	8769 Spinnaker Way	\$ 0.00 (cooking)
12)06/12/2019	7665 Whittaker	\$ 4,000.00 (off road vehicle)
13)06/14/2019	2910 W Michigan	\$ 0.00 (vehicle)
14)06/14/2019	Superior @ N Huron River	\$ 2,750.00 (vehicle)
15)06/15/2019	Amberly Way @ Merritt	\$ 0.00 (rubbish)
16)06/19/2019	11650 Butler	\$ 0.00 (Mutual Aid – Augusta Township)
17)06/19/2019	530 Rice	\$ 0.00 (rubbish)
18)06/25/2019	1404 Holmes	\$ 26,500.00 (building)
19)06/25/2019	7270 Royal Troon Dr	\$ 2,500.00 (cooking)
20)06/26/2019	8836 Amaranth Ln	\$ 20,000.00 (building)
21)06/29/2019	610 Calder	\$ 5,000.00 (water vehicle)

Respectfully submitted,

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

Attachment: Image Trend Incident Type Report (Summary): 06/01/2019 – 06/30/2019

**Ypsilanti Township - Incident Type Report (Summary)**  
monthly

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
<b>Incident Type Category (FD1.21): 1 - Fire</b>						
111 - Building fire	9	2.63%	742500.00	134500.00	877000.00	98.22%
113 - Cooking fire, confined to container	3	0.88%	0.00	2500.00	2500.00	0.28%
131 - Passenger vehicle fire	3	0.88%	4000.00	400.00	4400.00	0.49%
134 - Water vehicle fire	1	0.29%	5000.00	0.00	5000.00	0.56%
138 - Off-road vehicle or heavy equipment fire	1	0.29%	0.00	4000.00	4000.00	0.45%
150 - Outside rubbish fire, other	2	0.58%	0.00	0.00	0.00	0.00%
154 - Dumpster or other outside trash receptacle fire	1	0.29%				
162 - Outside equipment fire	1	0.29%				
<b>Total: 21</b>		<b>Total: 6.14%</b>	<b>Total: 751500.00</b>	<b>Total: 141400.00</b>	<b>Total: 892900.00</b>	<b>Total: 100.00%</b>
<b>Incident Type Category (FD1.21): 2 - Overpressure Rupture, Explosion, Overheat (No Fire)</b>						
251 - Excessive heat, scorch burns with no ignition	1	0.29%				
<b>Total: 1</b>		<b>Total: 0.29%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 3 - Rescue &amp; Emergency Medical Service Incident</b>						
300 - Rescue, EMS incident, other	3	0.88%				
311 - Medical assist, assist EMS crew	6	1.75%				
320 - Emergency medical service, other	1	0.29%				
321 - EMS call, excluding vehicle accident with injury	173	50.58%				
322 - Motor vehicle accident with injuries	7	2.05%				
324 - Motor vehicle accident with no injuries.	4	1.17%				
<b>Total: 194</b>		<b>Total: 56.73%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)</b>						
400 - Hazardous condition, other	1	0.29%				
410 - Combustible/flammable gas/liquid condition, other	1	0.29%				
411 - Gasoline or other flammable liquid spill	1	0.29%				
421 - Chemical hazard (no spill or leak)	1	0.29%				
424 - Carbon monoxide incident	3	0.88%				
442 - Overheated motor	2	0.58%				
444 - Power line down	2	0.58%				
445 - Arcing, shorted electrical equipment	2	0.58%				
<b>Total: 13</b>		<b>Total: 3.80%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 5 - Service Call</b>						
500 - Service call, other	3	0.88%				
511 - Lock-out	2	0.58%				
531 - Smoke or odor removal	1	0.29%				
550 - Public service assistance, other	1	0.29%				
561 - Unauthorized burning	4	1.17%				
<b>Total: 11</b>		<b>Total: 3.22%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 6 - Good Intent Call</b>						
611 - Dispatched and cancelled en route	86	25.15%				
622 - No incident found on arrival at dispatch address	1	0.29%				
650 - Steam, other gas mistaken for smoke, other	1	0.29%				
653 - Smoke from barbecue, tar kettle	1	0.29%				
<b>Total: 89</b>		<b>Total: 26.02%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 7 - False Alarm &amp; False Call</b>						

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
700 - False alarm or false call, other	6	1.75%				
736 - CO detector activation due to malfunction	2	0.58%				
743 - Smoke detector activation, no fire - unintentional	2	0.58%				
744 - Detector activation, no fire - unintentional	1	0.29%				
745 - Alarm system activation, no fire - unintentional	2	0.58%				
	<b>Total: 13</b>	<b>Total: 3.80%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
	<b>Total: 342</b>	<b>Total: 100.00%</b>	<b>Total: 751500.00</b>	<b>Total: 141400.00</b>	<b>Total: 892900.00</b>	<b>Total: 100.00%</b>

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

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

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

**Date:** July 12, 2019  
**To:** Clerk's Office  
**CC:** Brenda Stumbo, Supervisor  
**From:** Michael Saranen, Hydro Operation Manager  
  
**Subject:** Departmental Report (activities in June 2019)

## Activities:

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### Ford Lake Dam

#### General Operation Summary:

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 9 after hour call-ins for June.

Rainfall during the month of June was slightly below average at 2.86". With the May rain the river base flow continued to be high. The hydro was able to set a new monthly generation record.

Average precipitation for the month of June is around 3.5", this year it was about 2.86" and production for the month was well above average.

#### Regulatory:

##### **For 2019-**

- update DSSMP
- DSSMR, **Filed**
- Owners Dam Safety Program Review
- EAP Functional Exercise – Scheduled for July
- EAP annual update and test
- EAP Training
- Part 12- recommendation plan (waiting on Spillway Assessment)
- WQ Report (monitoring season starts June 1)
- Nuisance Plant Plan Report (started)
- Wildlife Plan Report
- Historical Activity Report
- Gate Certification
- Security Review (scheduling)
- FERC Annual Safety inspection (scheduled in August)
- Spillway Assessment (received final Report, filed with FERC)
- Annual DEQ Lake Operation Monitoring Report- (Complete, filed with FERC)



**Projects:**

***Concrete Maintenance (moving forward)***

Repair small areas concrete damaged from exposure to ice and road salt. Repair exterior stairs and hand railing is planned for this summer.

***River Coordination (No New Information)***

Van Buren Twp. and French Landing Dam are considering lowering Belleville Lake in the fall of 2019. It will be important to look at the possible effects to the Hydro Station and the operations if Belleville Lake is to be lowered. VBT held a public meeting on 2/28 to discuss permitting process and activities long and shoreline that require permits. No date has been set as of yet. A feasibility study is currently be done to determine impacts of a drawdown. There is a chance the study may conclude a drawdown is not desirable.

***Operation Summary***

<b>2019</b>	<b>June</b>	<b>YTD</b>	<b>5 Year Ave.</b>
Precipitation total (inches)	2.86	19.86	30.2
Days Online	30	176.9	357.1
Generation MWH (estimated)	1,445.325	7,256.161	9,530.5
Generation MWH <b>lost</b> (estimated)*	39.201	772.371	422.9

**After Hour Call In**

Water levels	8	40	32.4
Mechanical/Electrical	0	2	4.0
Other	1	1	4.2
Totals	9	43	41.0

<b>Recent History</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Precipitation total (inches)	34.3	25.3	29.6	27.3	34.6
Days Online	355.0	345.0	359.5	362.0	364.2
Generation MWH (estimated)	9,746.0	7,723.0	8,803.4	10,744.9	10,635.0
Generation MWH <b>lost</b> (estimated)*	643.2	419.1	229.8	269.6	552.9

**After Hour Call In**

Water levels	43	32	31	26	30
Mechanical/Electrical	7	1	4	5	3
Other	15	1	2	3	0
Totals	67	34	37	34	33

<sup>1</sup>Preliminary totals from weather underground

\*losses related to scheduled & unscheduled maintenance and water quality discharges.

### Gate Spilling Summary:

Releasing water from the sluice gates is primary to maintain lake level when flow exceeds the powerhouse. At certain times, we can use the gates to help keep the lake mixing to maintain oxygen levels (effectiveness depends on a number of factors) at the bottom of the lake.

The water quality monitoring begins on June 1<sup>st</sup> and will end on September 30<sup>th</sup>; operators monitor the water quality conditions and take readings as outline in the WQ Plan. The hydro discharges from the bottom gates to maintain run of river and/or help with water quality in Ford Lake. The Federal License requires we pass water with a minimum of 5mg/l of dissolved oxygen all the time. Therefore, spilling from the bottom gates in the summer for improving the lake is not always possible.

### Sluice Gate Usage Summary:

Current Year Year	Current Year	Current Year	Current Year	Prior
2019	Days Spilled	Lost KWh*	Lost \$*	Lost \$*
January	.4	0	0	0
February	2.3	0	0	0
March	18.5	0	0	0
April	13.9	0	0	0
May	27	0	0	0
June	30	39,201	823	6,466
July				3,461
August				0
September				0
October				0
November				0
December				0
Totals	92.1	39,201	\$ 823	\$ 9,927

\*estimated losses from diverting water away from generators for the **purpose improving WQ.**

### Sargent Charles Dam

This dam continues to get routine safety inspections and appropriate maintenance.

The Sargent Charles Dam received a 5 year inspection 2018, it was conducted by the State of Michigan. A formal report was received, the report list actions that need to be continued and new items to be address. The department is working on addressing those items.

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Board of Trustees

From: Michael Radzik, Community Standards Director  
Dave Bellers, Chief Building Official  
Charlotte Wilson, Planning & Development Coordinator  
Nancy Wrybkowski, Executive Coordinator

Re: **OFFICE OF COMMUNITY STANDARDS ACTIVITY REPORT  
JULY 2019**

Date: August 13, 2019



Enclosed are reports for the following areas of activity within the Office of Community Standards for the period July 1, 2019 thru July 31, 2019. During this time period staff members completed a total of **2,515 field inspections**.

1. PLANNING & DEVELOPMENT DEPARTMENT PROJECTS
2. ACTIVE LAWSUITS & OTHER MISCELLANEOUS PROJECTS
3. BUILDING DEPARTMENT PERMITS ISSUED
4. BUILDING CERTIFICATES OF OCCUPANCY ISSUED
5. NEW RENTAL HOUSING CERTIFICATIONS
6. NEW VACANT STRUCTURE CERTIFICATIONS
7. NEW OTHER ORDINANCE CERTIFICATIONS
8. NEW CODE ENFORCEMENT CASES

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

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To: Township Board of Trustees

Date: August 7, 2019

From: Charlotte Wilson, AICP  
Planning and Development Coordinator

**Re: Planning Division (OCS) Updates May, June, and July 2019**

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Please be advised of the following activities related to the Planning Department for May, June, and July 2019.

### **Plans in Process**

Kalitta Turbines Addition – 2850 Tyler: Kalitta Turbines has been in the business of maintaining, servicing, and repairing TFE731, CJ610, and CF700 engines since 1986. They are proposing to demolish approximately 38,000 square feet of the current building and add a 48,000 square foot addition. The new building portion will be approximately 10,000 square feet. The expansion will accommodate an additional engine model line. There will be a total of 42 employees on site after this project is completed (currently 32 employees with the proposed 10 new employees). There is only one (1) working shift. There are currently retired airplanes stored outside; however, the applicant stated that the planes are to be removed from the site and scrapped. No outdoor storage is proposed for when the site is finished. The site is zoned I-C, Industrial Commercial. The Planning Commission will review the preliminary site plan and Class A Designation request on August 13, 2019.

Round Haus Party Shoppe – 5970 Bridge Road: An application has been submitted for the demolition of the existing convenience store, which is 3,290 square feet in floor area, and the construction of a new 6,000 square foot retail building along with a 4 pump island fuel station on the parcels located at 5970 Bridge Road and 10191 Textile Road. The proposed construction would take place on what are now two separate parcels, which would be combined to form one 0.83-acre parcel. A preliminary site plan and a special conditional use permit for this project were approved with conditions by the Planning Commission on June 28, 2016. Subsequently, two dimensional variances were approved with conditions by the Zoning Board of Appeals on July 20, 2016. The special conditional use permit and variances are still valid since these approvals run with the land. The preliminary site plan approval expired since construction did not commence within one year of approval. An updated preliminary site plan was approved with conditions at the May 28, 2019 Planning Commission meeting. We await detailed engineering plans. The contractor has proposed a construction phasing that is under review by the Building Official.

R&L Carriers – 43 Emerick Street: R&L Carriers has proposed an expansion to the existing facility. The total building expansion is approximately an additional 56,820 square feet. The majority of the expansion is a 45,900 square foot addition to the existing easternmost building. The addition requires the relocation and additional stormwater detention facility which will be located on eastern-most parcel, which is currently zoned RM-2, Multiple Family Residential. The applicant is seeking a conditional rezoning to rezone that parcel from RM-2, Multiple Family Residential to I-1, Light Industrial. In total, the site is three parcels that will need to be combined.

The parcel that is proposed for a rezoning will not include any buildings. Rather, it will be used for a detention basin, and a small part as a temporary construction area. We await the fourth preliminary site plan.

Yankee Air Museum (YAM) – 1 Liberator Way: The Yankee Air Museum proposes renovation of the existing historic Willow Run bomber plant with a building addition including a conference center. The Planning Commission recommended approval with conditions of the revised PD Stage I plans at the May 28, 2019 meeting. The Township Board of Trustees will consider the revised plans at the August 20, 2019 meeting.

Sauter/Bullock Private Road – 6501 Munger Road: The proposed private road intends to serve four (4) lots for the Sauter Family and two (2) lots for the Bullock Family. The Sauter Family indicated future splits on the site plan. The private road may serve, in the future, eight (8) lots. The applicants have requested two (2) variances (one driveway serving two (2) parcels and exceeding the maximum length of a private road by approximately 180 feet) from the Township Board of Trustees.

Chippewa Tennis Club – 2525 Golfside Road: The applicant proposed to expand the existing indoor tennis court facility at Chippewa Club by adding a 61' x 120' addition. The addition will house one (1) indoor clay tennis court. Chippewa club is considered both a "health club" and "indoor commercial recreational use" both of which require a special use in the B-2 District. The Chippewa Club was originally approved in 1977. At the time of approval, the use was not required to obtain a special use permit. Chippewa Club has never obtained a special use and is considered a legal non-conforming use. In order to bring them into zoning compliance and approve an addition to a special use, a special use for the entire property must be granted. The project requires full site plan review.

#### Majestic Lakes

*Majestic Ponds:* This development includes 37 single family detached units on 50-foot wide lots located adjacent to Textile Road. Majestic Ponds is located next to The Ponds at Lakewood which includes sixteen (16) attached multiple-family units that have already been constructed. PD Stage II plans were approved at the November 22, 2017 by the Township Board. Floor plans and elevations will come back to the Township Board for approval prior to issuance of building permits and construction for those phases. The Planning Department is reviewing elevations and legal counsel is reviewing additional legal documents. Final approval came before the Board of Trustees on May 21, 2019. The pre-construction meeting took place on February 22, 2019.

*The Ponds at Lakewood:* Approved and constructed development of sixteen (16) attached multiple-family units located adjacent to Textile Road.

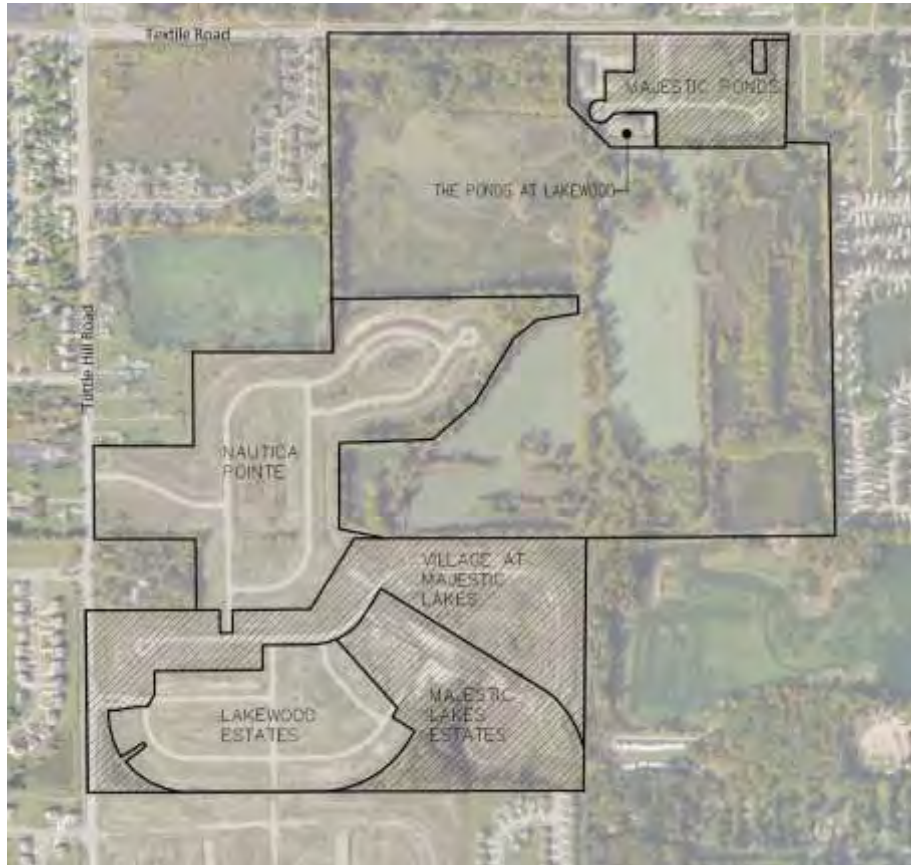
*Nautica Pointe:* Approved and under construction development of 142 multiple-family units located adjacent to Tuttle Hill Road.

*Village at Majestic Lakes:* This development includes 115 single family detached units on 60-foot wide lots located adjacent to Tuttle Hill Road. PD Stage II plans and elevations/floor plans were approved at the November 22, 2017 by the Township Board. Legal counsel is reviewing additional legal documents. Final approval came before the Board of Trustees on May 21, 2019. The pre-construction meeting for the east portion took place on February 22, 2019.

*Majestic Lakes Estates:* This development includes 81 single family detached units on 50-foot wide lots accessed through the Village of Majestic Lakes. PD Stage II plans were approved at the November 22, 2017 by the Township Board. Floor plans and elevations will come back to the Township Board for approval prior to issuance of building permits and construction for those phases.

The Planning Department is reviewing elevations and legal counsel is reviewing additional legal documents. Final approval came before the Board of Trustees on May 21, 2019. The pre-construction meeting took place on February 22, 2019.

*Lakewood Estates:* Approved and under construction development of 62 single family detached units accessed through the Village of Majestic Lakes.



*Earth Balancing and Excavation at Creekside Village North - 6601 Tuttle Hill Road:* At the May 28, 2019, The Planning Commission approved, with conditions, an application to move, and then grade, approximately 10,000 cubic yards of fill material from trench and basement excavations at Lombardo projects Majestic Lakes Estates (Charter Township of Ypsilanti), The Village at Majestic Lakes (Charter Township of Ypsilanti), The Ponds at Majestic Lakes (Charter Township of Ypsilanti), and Arbor Ridge (Charter Township of Pittsfield) to the northeast corner of the Creekside Village North development.

American Center for Mobility (ACM) – 2930 Ecorse Road: Located on the site of the historic Willow Run property, the American Center for Mobility is a testing, research and certification center for the next generation of automated vehicles. With features like double overpasses, railroad crossings, highway loops, and a tunnel, the site provides a cost-effective way to replicate real-world situations in a single location. The estimated investment into the community is stated at over \$120 million. Phase 1A of this project has final site plan approval. The Amendment for Phase 1A Campus Build-Out preliminary site plan was approved conditionally at Planning Commission on March 13, 2018. The final site plan was approved at the May 10, 2018 special Planning Commission meeting. The pre-construction meeting took place on May 15, 2018. We await the plans for the Technology Park.

Restaurant Depot – 1347 James L. Hart Parkway: This project is a 51,234 square foot wholesale distribution building on an 11.416 acre parcel. Over 100 Restaurant Depots operate in 28 states, selling groceries, supplies and equipment to the food service industry. The facility's primary customers are restaurants, delis, caterers, pizza shops and not-for-profit institutions. The project was approved by Planning Commission on December 12, 2017. The project received administrative final site plan approval on March 21, 2018. The pre-construction meeting took place on April 3, 2018. The Certificate of Occupancy was issued and the project is completed.

Cell Tower - 6400 Textile: Cell tower was approved by the Township Board on March 6, 2018. Final site plan was approved on April 30, 2018. Construction started on June 18, 2018. All grading and aggregate surface placement is complete. The site needs additional restoration around the landscaping and fence prior to completion.

Meade Dental Office – 2780 Packard: The Meade Dental Office is a proposed 7,095 square foot dental office building at 2780 Packard Road. The project received final site plan approval on May 2, 2018. The first pre-construction meeting took place on June 11, 2018. Due to a change in contractors, a second pre-construction meeting was held on July 23, 2018. The project is completed.

Huron Valley PACE – 2940 Ellsworth: UMRC Huron Valley has expanded their 23,700 square foot existing facility at 2960 Ellsworth Road by an additional 23,400 square feet. In addition, the applicant proposed to expand the parking lot, expand the drop off area, and make other general site improvements. The parking lot expansion includes construction of an additional 57 spaces, and additional 33 "landbanked" parking on the site plan. They have triggered the landbanked deferred parking due to leadership changes, employment, and expansion and will be constructing this section at this time. Senior adults are picked up by PACE transportation and driven to the facility for social, wellness, and medical care services. There are no overnight accommodations at the facility. The current facility accommodates 127 clients and 57 full time employees. With the addition, the facility will serve 156 clients and staff 98 full time employees. The project is completed.

Sunco Quick Oil Lube - 2380 East Michigan Avenue: On May 3, 2018, we met with the applicant and MDOT to discuss options for the driveway cut issue. At this time, there are a couple options for plan revisions. Attempts have been made to contact the neighboring property owner at 2340 East Michigan Avenue. We await the fourth preliminary site plan.

Hampton Inn and Suites – 515 James L Hart Parkway: The proposed project includes an 88-room, 4-story, 54-foot tall Hampton Inn hotel. The site is currently vacant, and directly west of the strip mall that includes the Leo Coney Island, Jets Pizza, and Powerhouse Gym. This item was approved conditionally at the August 28, 2018 Planning Commission meeting. Detailed engineering plans and final site plan were approved. The pre-construction meeting occurred on April 2, 2019 and construction is underway.

Electric Vehicle Charging Station – 2321 Ellsworth Road: The proposed project includes the installation of six (6) electronic vehicle charging stations and accessory equipment within the Roundtree Shopping Center parking lot. This item was approved conditionally at the November 13, 2018 Planning Commission meeting. The pre-construction meeting occurred on January 22, 2019. The project is completed.

Wayne County Airport Authority – 830 Willow Run Airport Road: The Willow Run Airport is constructing a 6,000 square foot administrative facility and an associated parking area, within the southwest portion of the existing Willow Run Airport site. The Wayne County Airport Authority states the intent of the proposed building is to support airport operations. Construction is underway.

Comfort Inn & Suites – 800 South Hewitt Road: The proposed project includes a 76-room, 4-story Comfort Inn & Suites hotel. The site is on the south side of West Michigan Avenue, in between the Wendy's to the east and the former Ford UAW building to the west. There will be one point of access to the site off the shared drive to the former Ford UAW facility, which is accessed off S. Hewitt Road. The third preliminary site plan is under review.

### **Plans in Process**

#### Ypsilanti Township 2040:

- Master Plan: After the Development Team Committee reviews the draft Master Plan on August 15, 2019, the Planning Commission will make a recommendation to the Township Board at the tentative August 27, 2019 meeting.
- Zoning Ordinance Rewrite: On July 23, 2019, the Planning Commission provided input on the process and expectations for the Zoning Ordinance Rewrite. The process not only addresses technical items but also creates zoning regulations to implement the vision in the draft Master Plan.

Ecorse Road zoning code text amendment: The Planning Commission recommended approval to the Township Board regarding the new zoning code language to match the 2018 Placemaking Plan recommendations on April 23, 2019. The Board had the first reading on May 21, 2019. The second reading occurred July 16, 2019. The new zoning language is a condition for establishing a CIA (Corridor Improvement Authority) which may aid funding for corridor streetscape and business cohesion.

Woodlands Ordinance review: The Woodlands Ordinance is currently under review. An update to the Township Woodland Protection Ordinance, Chapter 24, Article III would help redevelopment on smaller parcels and strategically protect the woodlands in the Township.

If you should have any question or comments as it relates to this report, please contact us at 734-544-3651 or by email at [cwilson@ytown.org](mailto:cwilson@ytown.org).



**CHARTER TOWNSHIP OF YPSILANTI  
 JULY 2019  
 OFFICE OF COMMUNITY STANDARDS  
 ACTIVE LAWSUITS & OTHER MISCELLANEOUS PROJECTS**

Date: August 13, 2019

Staff and legal counsel are actively engaged in working to resolve the following authorized lawsuits in Washtenaw County Circuit Court:

<b>St#</b>	<b>Dir</b>	<b>Address</b>	<b>Defendant</b>	<b>Nature of Case</b>	<b>Status</b>
1754	E	Michigan Avenue	Martha Jo & Charlie Chatfield	Multiple zoning, fire and building code violations, further inspections pending	AUTHORIZED AND FILED
2734		Peachcrest	Oscar Eden	Vacant-PM-Blight	AUTHORIZED AND FILED
1005		Emerick	GV, LLC (Robert Hull)	Gault Village shopping center	AUTHORIZED AND FILED
2850		Appleridge	Estate of Emma Robertson	Public Nuisance	AUTHORIZED AND FILED
1196		Lester	Judy Pontius	Public Nuisance	AUTHORIZED AND FILED
1635		Wismer	Living Trust Nancy J. Sturgill	Public Nuisance	AUTHORIZED AND FILED

618		Bagley	Artur Starobiivsky	Public Nuisance	AUTHORIZED AND FILED
2355		Wiard	D&G Auto Salvage	Public Nuisance	AUTHORIZED AND FILED
924-940		Minion	Olympia Sales Co, Crown Tumbling, Cobb Express	Zoning/Woodland Protection/Soil Erosion	AUTHORIZED AND FILED
1405		Ecorse	Elks Club	Public Nuisance	AUTHORIZED AND FILED
1241		Rambling	Beverly Finkbeiner (Deutsch Bank Natl' Trust 04/18/18)	Public Nuisance	AUTHORIZED AND FILED
1478		Desoto	Sharon D. Jones	Public Nuisance	AUTHORIZED AND FILED
167	N	Ford Blvd	Azmin Clark	Public Nuisance	AUTHORIZED AND FILED
601		Dons Drive	SIMON GHERGHEL	Public Nuisance	AUTHORIZED AND FILED
1375	N	Prospect	Nellie Fridge	Fire	AUTHORIZED AND FILED
7586		Warwick	ASR Property, LLC	Drug Padlock	AUTHORIZED AND FILED

1503		E. Michigan	Malek& Jenias Mohammed-KH Hamami	Public Nuisance	Authorized
359		Oregon	Charles Horn	Public Nuisance	AUTHORIZED AND FILED
1392		Holmes Rd	Great Arbor Properties, Inc.	Drug Padlock	AUTHORIZED AND FILED
1032		Grove Rd	Gerald McMahon	Ford Lake earth work	AUTHORIZED AND FILED
2545		Coolidge	Donna Cole	Public Nuisance	AUTHORIZED AND FILED
9822		Woodland Ct	Glada Asset Management, LLC	Public Nuisance	AUTHORIZED AND FILED
1580	S	Harris	Robby & Kristi Wilton	Public Nuisance	AUTHORIZED AND FILED
670		Onandaga	Greater Faith Church	Public Nuisance	Authorized
363		Oregon	PNC Bank	Public Nuisance	AUTHORIZED AND FILED
2259		Valley Drive	Dieter, Cornelius, Lakeview Loan Servicing	Public Nuisance	AUTHORIZED AND FILED
677		Onandaga	The Bank of New York Mellon	Public Nuisance	AUTHORIZED AND FILED

6934		Poplar Drive	Zachary Clipper, SR. et al	Padlock	AUTHORIZED AND FILED
1474		Ecorse	Hallak Ypsi, LLC	Public Nuisance	AUTHORIZED AND FILED
418		Villa Dr	Arbor One 18, LLC	Padlock	AUTHORIZED AND FILED
1594		Andrea	Estate of Larry Davis Jr.	Public Nuisance	AUTHORIZED AND FILED
5940		Ellis Rd	Mark Peters	Public Nuisance	Pending authorization
2830	E	Michigan Avenue	Nanak Real Estate, LLC	Zoning	Authorized/pending
582		Onandaga	JPMorgan Chase	Public Nuisance	AUTHORIZED AND FILED
7058		Hogan	Deutsch Bank	Public Nuisance	AUTHORIZED AND FILED

Staff are actively engaged with property owners to resolve the following building fire repair projects:

<u>St #</u>	<u>Dir</u>	<u>Address</u>	<u>Responsible Party</u>	<u>Nature of Case</u>	<u>Initial Date</u>	<u>Escrow Funds?</u>	<u>Demo or Repair?</u>	<u>Permit Issued ?</u>
<u>610</u>	-	<u>Woodlawn</u>	<u>Paul Johnson</u>	<u>Fire</u>	<u>10/10/2017</u>	<u>\$12,262</u>	<u>Repair</u>	<u>yes</u>

<u>777</u>	-	<u>Dodge Ct</u>	<u>Unfolding Chaos LLC</u>	<u>Fire</u>	<u>2/10/2019</u>	<u>\$12,746</u>	<u>Repair</u>	<u>yes</u>
<u>413</u>	<u>N</u>	<u>Hewitt</u>	<u>Mark &amp; Carolyn Harris</u>	<u>Fire</u>	<u>5/31/2019</u>	-	<u>Undetermined</u>	<u>no</u>
<u>6049</u>	-	<u>Aspen</u>	<u>Ziad Awwad</u>	<u>Fire</u>	<u>6/8/2019</u>	-	<u>Undetermined</u>	<u>no</u>
<u>1074</u>	-	<u>Nash</u>	<u>Tammie &amp; Gregory Harris</u>	<u>Fire</u>	<u>7/7/2019</u>	-	<u>Undetermined</u>	<u>no</u>

**Demolition Projects:** None.

**Traffic Calming Devices Projects:** OCS staff are engaged with the Washtenaw County Road Commission and community residents to verify petition signatures seeking to install speed humps on the following neighborhood streets:

- NONE AT THIS TIME

**Law Enforcement Center**

- Working with OHM to review bids to replace the standby power generator

**Community Safety Camera System**

- Working with consultants and the clerk’s office to install new camera sites
  - Ponds at Majestic Lakes/Lakewood Ponds
  - Village at Majestic Lakes/Majestic Lakes Estates/Lakewood Estates
  - Nautica Pointe/Redwood
  - The Cliffs (consortium of 5 condominium associations on Grove Rd)
- Working with consultants and the clerk’s office to correct/replace deficient equipment at the following existing neighborhoods:
  - None at this time

**Liquor Ordinance review & evaluation**

- Working with legal counsel to review and evaluate the current liquor ordinance to align with recent changes in state law.

**BUILDING DEPARTMENT PERMIT ACTIVITY****JULY 2019***NOTE: Construction value data is only collected for building permits (excludes trade permits)*

<b>Permit Type</b>	<b>Category</b>	<b>Date Issued</b>	<b>Permit Number</b>	<b>Address Display String</b>	<b>Construction Value</b>
Bike Path	Bike Path	07/10/2019	PBP19-0027	9109 WHITE TAIL CT	
Bike Path	Bike Path	07/17/2019	PBP19-0028	7226 NATALIE DR	
Bike Path	Bike Path	07/25/2019	PBP19-0025	9181 WHITE TAIL CT	
Building	Building	07/12/2019	PB19-0676	460 WESTLAWN ST	\$3,528.00
Building	Building	07/12/2019	PB19-0678	965 CARVER AVE	\$2,690.00
Building	Building	07/12/2019	PB19-0680	6443 LUPIN CT	\$11,646.00
Building	Building	07/15/2019	PB19-0685	335 HOLMES RD	\$7,700.00
Building	Com Alter/Repair	07/02/2019	PB19-0047	166 JAMES L HART PKWY	\$15,000.00
Building	Com Alter/Repair	07/24/2019	PB19-0673	5436 WHITTAKER RD	\$20,000.00
Building	Com Alter/Repair	07/31/2019	PB19-0758	85 EDISON AVE	\$4,000.00
Building	Com Roof	07/12/2019	PB19-0672	105 S HARRIS RD	\$7,500.00
Building	Comm Misc.	07/25/2019	PB19-0722	775 JAMES L HART PKWY	\$0.00
Building	Demolish Structure	07/23/2019	PB19-0728	1975 MIDVALE ST	\$0.00
Building	Demolish Structure	07/25/2019	PB19-0740	1330 N HURON RIVER DR #1	\$0.00
Building	Mobile Home	07/08/2019	PB19-0629	3375 E MICHIGAN 051	\$0.00
Building	Mobile Home	07/08/2019	PB19-0625	3375 E MICHIGAN 045	\$0.00
Building	Mobile Home	07/08/2019	PB19-0624	3375 E MICHIGAN 009	\$0.00
Building	Mobile Home	07/08/2019	PB19-0623	3375 E MICHIGAN 049	\$0.00
Building	Mobile Home	07/08/2019	PB19-0618	3375 E MICHIGAN 026	\$0.00
Building	Mobile Home	07/08/2019	PB19-0528	3375 E MICHIGAN 034	\$5,000.00
Building	Mobile Home	07/15/2019	PB19-0667	3375 E MICHIGAN 057	\$0.00
Building	Mobile Home	07/15/2019	PB19-0666	3375 E MICHIGAN 071	\$0.00
Building	Mobile Home	07/15/2019	PB19-0661	3375 E MICHIGAN 087	\$0.00
Building	Mobile Home	07/15/2019	PB19-0664	3375 E MICHIGAN 217	\$0.00
Building	Mobile Home	07/15/2019	PB19-0663	3375 E MICHIGAN 276	\$0.00
Building	Res Addition	07/11/2019	PB19-0559	711 N HARRIS RD	\$17,359.00
Building	Res Alter/Repair	07/02/2019	PB19-0552	8545 CRESCENT LN	\$6,900.00
Building	Res Alter/Repair	07/02/2019	PB19-0532	5989 S MOHAWK AVE	\$6,800.00
Building	Res Alter/Repair	07/02/2019	PB19-0558	9164 COUNTRY VIEW DR	\$5,000.00
Building	Res Alter/Repair	07/15/2019	PB19-0531	5664 ELLIS RD	\$42,800.00

Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Building	Res Alter/Repair	07/18/2019	PB19-0677	835 LAMAY AVE	\$28,000.00
Building	Res Alter/Repair	07/18/2019	PB19-0675	138 N FORD BLVD	\$30,000.00
Building	Res Alter/Repair	07/18/2019	PB19-0674	60 CAMPBELL AVE	\$30,000.00
Building	Res Alter/Repair	07/18/2019	PB19-0670	2716 WOODRUFF LN	\$37,000.00
Building	Res Alter/Repair	07/19/2019	PB19-0628	7525 WARWICK DR	\$5,000.00
Building	Res Alter/Repair	07/23/2019	PB19-0679	2404 BURNS ST	\$7,752.00
Building	Res Alter/Repair	07/23/2019	PB19-0681	5131 BEMIS RD	\$11,636.00
Building	Res Alter/Repair	07/23/2019	PB19-0706	1601 FOLEY AVE	\$28,000.00
Building	Res Alter/Repair	07/23/2019	PB19-0668	1212 E CLARK RD	\$32,000.00
Building	Res Alter/Repair	07/23/2019	PB19-0682	2668 PEACHCREST ST	\$40,000.00
Building	Res Alter/Repair	07/23/2019	PB19-0669	2820 APPLERIDGE ST	\$0.00
Building	Res Alter/Repair	07/23/2019	PB19-0671	2817 APPLERIDGE ST	\$31,000.00
Building	Res Alter/Repair	07/25/2019	PB19-0690	5785 PINEVIEW DR	\$18,690.00
Building	Res Alter/Repair	07/26/2019	PB19-0719	5508 PINEVIEW DR	\$30,000.00
Building	Res Alter/Repair	07/26/2019	PB19-0697	85 EDISON AVE	\$17,546.00
Building	Res Alter/Repair	07/30/2019	PB19-0729	7665 WHITTAKER RD	\$5,000.00
Building	Res Alter/Repair	07/31/2019	PB19-0754	2051 MCGREGOR RD	\$27,000.00
Building	Res Deck	07/01/2019	PB19-0591	7056 LAKEWAY ST	\$3,000.00
Building	Res Deck	07/01/2019	PB19-0592	7044 LAKEWAY ST	\$3,000.00
Building	Res Deck	07/01/2019	PB19-0539	6246 OAKHURST DR	\$15,000.00
Building	Res Deck	07/01/2019	PB19-0541	9228 WHITE TAIL DR	\$14,610.00
Building	Res Deck	07/01/2019	PB19-0565	1275 RAMBLING RD	\$0.00
Building	Res Deck	07/02/2019	PB19-0597	7291 HIDEAWAY DR	\$14,600.00
Building	Res Deck	07/02/2019	PB19-0596	8708 INDIGO LN	\$20,900.00
Building	Res Deck	07/10/2019	PB19-0634	8893 INDIGO LN	\$6,720.00
Building	Res Deck	07/15/2019	PB19-0649	7170 NATALIE DR	\$1,600.00
Building	Res Deck	07/17/2019	PB19-0563	7107 COLCHESTER LN	\$12,600.00
Building	Res Deck	07/17/2019	PB19-0651	1429 RIDGE RD	\$2,000.00
Building	Res Deck	07/17/2019	PB19-0650	7062 CREEKWAY CT	\$4,200.00
Building	Res Deck	07/19/2019	PB19-0688	6847 LAKEWAY ST	\$12,480.00
Building	Res Deck	07/23/2019	PB19-0692	8919 RINGNECK DR	\$0.00
Building	Res Deck	07/29/2019	PB19-0538	8836 LILLY DR	\$2,400.00
Building	Res Deck	07/30/2019	PB19-0639	8148 LAKE CREST DR	\$6,720.00

Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Building	Res Deck	07/31/2019	PB19-0694	9103 COUNTRY VIEW DR	\$22,609.00
Building	Res Garage detached	07/01/2019	PB19-0536	2057 TYLER RD	\$7,500.00
Building	Res New Multi-Family	07/12/2019	PB18-1088	9242 WHITE WING DR Bldg. #03	\$566,873.00
Building	Res New Multi-Family	07/12/2019	PB18-1101	9242 WHITE WING DR Bldg. #30	\$641,170.00
Building	Res New Multi-Family	07/12/2019	PB18-1102	9242 WHITE WING DR Bldg. #31	\$641,170.00
Building	Res New Multi-Family	07/12/2019	PB18-1091	9242 WHITE WING DR Bldg. #06	\$641,170.00
Building	Res New Multi-Family	07/12/2019	PB18-1100	9242 WHITE WING DR Bldg. #29	\$669,877.00
Building	Res New Multi-Family	07/12/2019	PB18-1089	9242 WHITE WING DR Bldg. #04	\$566,873.00
Building	Res New Multi-Family	07/12/2019	PB18-1090	9242 WHITE WING DR Bldg. #05	\$641,170.00
Building	Res New Roof	07/01/2019	PB19-0613	7116 HOMESTEAD RD	\$3,772.00
Building	Res New Roof	07/01/2019	PB19-0614	1361 HOLMES RD	\$5,439.00
Building	Res New Roof	07/01/2019	PB19-0615	1405 DESOTO AVE	\$6,915.00
Building	Res New Roof	07/02/2019	PB19-0619	7251 RACHEL DR	\$9,847.00
Building	Res New Roof	07/02/2019	PB19-0620	7621 HENLEY DR	\$9,004.00
Building	Res New Roof	07/02/2019	PB19-0621	7725 HENLEY DR	\$9,903.00
Building	Res New Roof	07/02/2019	PB19-0622	7658 CARLTON DR	\$11,764.00
Building	Res New Roof	07/02/2019	PB19-0626	7200 RICHMOND DR	\$8,800.00
Building	Res New Roof	07/02/2019	PB19-0630	7268 COPPER CREEK DR	\$0.00
Building	Res New Roof	07/02/2019	PB19-0631	638 HAYES ST	\$15,378.00
Building	Res New Roof	07/02/2019	PB19-0632	1761 CADILLAC AVE	\$12,844.00
Building	Res New Roof	07/05/2019	PB19-0640	2186 HOLMES RD	\$1,700.00
Building	Res New Roof	07/08/2019	PB19-0642	7006 REGENT DR	\$16,001.00
Building	Res New Roof	07/08/2019	PB19-0643	7634 WARWICK DR	\$6,550.00
Building	Res New Roof	07/09/2019	PB19-0644	7317 RACHEL DR	\$7,812.00
Building	Res New Roof	07/09/2019	PB19-0645	8679 TRILLIUM DR	\$9,200.00
Building	Res New Roof	07/09/2019	PB19-0646	8289 BLUE JAY DR	\$13,200.00
Building	Res New Roof	07/09/2019	PB19-0647	6995 LAKEWAY ST	\$16,326.00
Building	Res New Roof	07/10/2019	PB19-0652	5945 E RAINTREE CT	\$6,306.00
Building	Res New Roof	07/10/2019	PB19-0653	7092 MAPLELAWN DR	\$11,100.00
Building	Res New Roof	07/10/2019	PB19-0654	7502 KENSINGTON DR	\$10,718.00
Building	Res New Roof	07/10/2019	PB19-0655	9140 MARTZ RD	\$5,625.00
Building	Res New Roof	07/10/2019	PB19-0656	7184 FIELDING ST	\$9,793.00
Building	Res New Roof	07/10/2019	PB19-0657	1589 PHYLLIS ST	\$3,892.00



Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Building	Res New Roof	07/11/2019	PB19-0662	6692 LOON HOLLOW DR	\$11,749.00
Building	Res New Roof	07/11/2019	PB19-0665	7162 BELLE MEADE CT	\$10,536.00
Building	Res New Roof	07/17/2019	PB19-0695	1191 WENDELL AVE	\$8,340.00
Building	Res New Roof	07/17/2019	PB19-0696	1174 WALNUT ST	\$5,950.00
Building	Res New Roof	07/18/2019	PB19-0698	105 JOHNSON ST	\$7,682.00
Building	Res New Roof	07/18/2019	PB19-0699	7864 PLEASANT LN	\$9,365.00
Building	Res New Roof	07/18/2019	PB19-0700	6214 EAGLE TRACE DR	\$20,499.00
Building	Res New Roof	07/18/2019	PB19-0701	6343 JONQUIL LN	\$9,059.00
Building	Res New Roof	07/18/2019	PB19-0702	8256 BLUE JAY DR	\$10,400.00
Building	Res New Roof	07/18/2019	PB19-0703	7538 WARWICK DR	\$9,600.00
Building	Res New Roof	07/18/2019	PB19-0704	7598 CARLTON DR	\$8,400.00
Building	Res New Roof	07/19/2019	PB19-0707	6094 S MIAMI AVE	\$18,899.00
Building	Res New Roof	07/19/2019	PB19-0708	7618 HENLEY DR	\$10,992.00
Building	Res New Roof	07/19/2019	PB19-0709	7770 BERWICK DR	\$9,656.00
Building	Res New Roof	07/19/2019	PB19-0710	6858 PLAINVIEW ST	\$18,631.00
Building	Res New Roof	07/19/2019	PB19-0711	8681 INDIGO LN	\$14,991.00
Building	Res New Roof	07/19/2019	PB19-0712	7797 DOVER DR	\$11,605.00
Building	Res New Roof	07/19/2019	PB19-0715	60 ALLEN RD	\$0.00
Building	Res New Roof	07/22/2019	PB19-0720	843 MAPLEWOOD AVE	\$9,118.00
Building	Res New Roof	07/25/2019	PB19-0732	6121 S IVANHOE AVE	\$2,299.00
Building	Res New Roof	07/25/2019	PB19-0733	580 HUNT PL	\$13,350.00
Building	Res New Roof	07/25/2019	PB19-0734	7737 HENLEY DR	\$9,206.00
Building	Res New Roof	07/25/2019	PB19-0735	7295 HOMESTEAD RD	\$8,200.00
Building	Res New Roof	07/25/2019	PB19-0736	1038 BUICK AVE	\$2,800.00
Building	Res New Roof	07/25/2019	PB19-0738	1629 S PASADENA ST	\$0.00
Building	Res New Roof	07/30/2019	PB19-0748	2051 MCGREGOR RD	\$6,260.00
Building	Res New Roof	07/30/2019	PB19-0750	8683 LILLY DR	\$10,800.00
Building	Res New Roof	07/30/2019	PB19-0749	7622 CARLTON DR	\$7,600.00
Building	Res New Roof	07/30/2019	PB19-0751	7489 WARWICK DR	\$9,600.00
Building	Res New Roof	07/30/2019	PB19-0752	8201 BLUE JAY DR	\$20,821.00
Building	Res New Roof	07/30/2019	PB19-0753	8288 BLUE JAY DR	\$9,643.00
Building	Res New Roof	07/30/2019	PB19-0755	5819 BIG PINE DR	\$6,000.00
Building	Res New Roof	07/30/2019	PB19-0757	8222 LAKE CREST DR	\$6,150.00

Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Building	Res New Single Family	07/10/2019	PB19-0564	9109 WHITE TAIL CT	\$219,836.00
Building	Res New Single Family	07/17/2019	PB19-0610	7226 NATALIE DR	\$193,042.00
Building	Res New Single Family	07/25/2019	PB19-0577	9181 WHITE TAIL CT	\$292,998.00
Building	Res Porch w/roof	07/10/2019	PB19-0617	2525 EASTLAWN AVE	\$1,500.00
Building	Res Shed	07/11/2019	PB19-0586	522 HUDSON ST	\$0.00
Building	Res Shed	07/19/2019	PB19-0660	2471 ELLIS RD	\$6,500.00
Building	Res Siding	07/12/2019	PB19-0581	5710 WHITTAKER RD	\$21,975.00
Building	Res Siding	07/15/2019	PB19-0689	945 E CROSS ST	\$12,484.00
Building	Res Siding	07/30/2019	PB19-0756	9635 BEMIS RD	\$10,515.00
Building	Res Windows	07/01/2019	PB19-0611	7618 BAY TREE DR	\$0.00
Building	Res Windows	07/01/2019	PB19-0612	2349 RAVINEWOOD AVE	\$8,335.00
Building	Res Windows	07/02/2019	PB19-0616	7732 PIONEER DR	\$21,837.00
Building	Res Windows	07/02/2019	PB19-0627	1337 DUNCAN AVE	\$4,744.00
Building	Res Windows	07/02/2019	PB19-0633	6988 MC KEAN 059	\$5,980.00
Building	Res Windows	07/03/2019	PB19-0635	76 HILLCREST BLVD	\$19,500.00
Building	Res Windows	07/03/2019	PB19-0636	1045 MAPLEWOOD AVE	\$5,350.00
Building	Res Windows	07/03/2019	PB19-0638	274 KIRK ST	\$4,150.00
Building	Res Windows	07/08/2019	PB19-0601	741 DODGE CT	\$8,975.00
Building	Res Windows	07/11/2019	PB19-0659	1122 WALNUT ST	\$22,558.00
Building	Res Windows	07/11/2019	PB19-0584	1190 LESTER AVE	\$6,317.00
Building	Res Windows	07/15/2019	PB19-0687	1609 FOLEY AVE	\$0.00
Building	Res Windows	07/15/2019	PB19-0691	7231 OAKRIDGE DR	\$10,800.00
Building	Res Windows	07/16/2019	PB19-0693	7963 LAKE CREST DR	\$3,005.00
Building	Res Windows	07/19/2019	PB19-0716	7291 SEA MIST DR	\$3,600.00
Building	Res Windows	07/19/2019	PB19-0717	7430 HOGAN DR	\$862.00
Building	Res Windows	07/22/2019	PB19-0637	1218 PARKWOOD AVE	\$24,660.00
Building	Res Windows	07/23/2019	PB19-0724	7251 RACHEL DR	\$15,843.00
Building	Res Windows	07/23/2019	PB19-0725	945 RUE DEAUVILLE BLVD	\$43,318.00
Building	Res Windows	07/25/2019	PB19-0739	8837 TAMARACK LN	\$12,459.00
Building	Res Windows	07/26/2019	PB19-0741	7011 STREAMWOOD DR	\$2,660.00
Building	Res Windows	07/26/2019	PB19-0742	461 BROOKSIDE ST	\$1,251.00
Building	Res Windows	07/26/2019	PB19-0744	7328 COPPER CREEK DR	\$2,746.00
Building	Res Windows	07/29/2019	PB19-0641	279 VALLEY DR	\$10,000.00

Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Building	Res Windows	07/29/2019	PB19-0605	5597 PINEVIEW DR	\$12,176.00
Building	Res Windows	07/31/2019	PB19-0759	7518 LOCHMOOR DR	\$3,050.00
Building	Res Windows	07/31/2019	PB19-0760	7506 LOCHMOOR DR	\$18,204.00
Electrical	Electrical	07/01/2019	PE19-0294	1783 GROVE RD	\$0.00
Electrical	Electrical	07/01/2019	PE19-0295	1550 S HARRIS RD	\$0.00
Electrical	Electrical	07/01/2019	PE19-0296	240 ELMHURST ST	\$0.00
Electrical	Electrical	07/01/2019	PE19-0297	1691 WINGATE BLVD	\$0.00
Electrical	Electrical	07/01/2019	PE19-0298	1405 DESOTO AVE	\$0.00
Electrical	Electrical	07/02/2019	PE19-0300	9170 COUNTRY VIEW DR	\$0.00
Electrical	Electrical	07/02/2019	PE19-0301	1747 W MICHIGAN AVE	\$0.00
Electrical	Electrical	07/02/2019	PE19-0267	9164 COUNTRY VIEW DR	\$0.00
Electrical	Electrical	07/02/2019	PE19-0302	166 JAMES L HART PKWY	\$0.00
Electrical	Electrical	07/03/2019	PE19-0303	5639 S EAGLE CT	\$0.00
Electrical	Electrical	07/08/2019	PE19-0304	170 ELDER ST	\$0.00
Electrical	Electrical	07/08/2019	PE19-0305	550 VILLA DR	\$0.00
Electrical	Electrical	07/08/2019	PE19-0299	330 GREENLAWN ST	\$0.00
Electrical	Electrical	07/09/2019	PE19-0306	3375 E MICHIGAN 048	\$0.00
Electrical	Electrical	07/09/2019	PE19-0307	3375 E MICHIGAN 276	\$0.00
Electrical	Electrical	07/09/2019	PE19-0308	2365 BROOKTREE CT	\$0.00
Electrical	Electrical	07/09/2019	PE19-0310	9414 TALLWOOD CT	\$0.00
Electrical	Electrical	07/09/2019	PE19-0311	9410 TALLWOOD CT	\$0.00
Electrical	Electrical	07/09/2019	PE19-0312	9404 TALLWOOD CT	\$0.00
Electrical	Electrical	07/09/2019	PE19-0313	9400 TALLWOOD CT	\$0.00
Electrical	Electrical	07/09/2019	PE19-0314	9369 TALLWOOD DR	\$0.00
Electrical	Electrical	07/09/2019	PE19-0315	9363 TALLWOOD DR	\$0.00
Electrical	Electrical	07/09/2019	PE19-0316	9349 TALLWOOD DR	\$0.00
Electrical	Electrical	07/09/2019	PE19-0317	9343 TALLWOOD DR	\$0.00
Electrical	Electrical	07/09/2019	PE19-0318	9841 GERALDINE ST 241	\$0.00
Electrical	Electrical	07/11/2019	PE19-0320	9073 WHITE TAIL CT	\$0.00
Electrical	Electrical	07/11/2019	PE19-0321	9145 WHITE TAIL CT	\$0.00
Electrical	Electrical	07/11/2019	PE19-0322	8876 NATALIE CT	\$0.00
Electrical	Electrical	07/11/2019	PE19-0323	3375 E MICHIGAN 217	\$0.00
Electrical	Electrical	07/11/2019	PE19-0324	5885 NEW MEADOW DR	\$0.00

Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Electrical	Electrical	07/12/2019	PE19-0325	9321 CREEKWAY DR	\$0.00
Electrical	Electrical	07/12/2019	PE19-0326	809 DORSET AVE	\$0.00
Electrical	Electrical	07/15/2019	PE19-0327	2620 BLUEWATER ST	\$0.00
Electrical	Electrical	07/15/2019	PE19-0328	1349 SKYWAY DR	\$0.00
Electrical	Electrical	07/17/2019	PE19-0330	1156 BUICK AVE	\$0.00
Electrical	Electrical	07/17/2019	PE19-0319	7200 S HURON RIVER DR	\$0.00
Electrical	Electrical	07/18/2019	PE19-0331	1149 DESOTO AVE	\$0.00
Electrical	Electrical	07/18/2019	PE19-0329	5977 S MOHAWK AVE	\$0.00
Electrical	Electrical	07/19/2019	PE19-0332	1320 REDLEAF LN	\$0.00
Electrical	Electrical	07/19/2019	PE19-0333	2820 APPLERIDGE ST	\$0.00
Electrical	Electrical	07/19/2019	PE19-0334	1085 E MICHIGAN AVE	\$0.00
Electrical	Electrical	07/22/2019	PE19-0335	9070 WHITE TAIL CT	\$0.00
Electrical	Electrical	07/22/2019	PE19-0336	130 EDISON AVE	\$0.00
Electrical	Electrical	07/23/2019	PE19-0337	1530 ECORSE RD	\$0.00
Electrical	Electrical	07/23/2019	PE19-0338	9323 PARKLAND DR	\$0.00
Electrical	Electrical	07/24/2019	PE19-0340	5664 ELLIS RD	\$0.00
Electrical	Electrical	07/25/2019	PE19-0341	1021 NASH AVE	\$0.00
Electrical	Electrical	07/25/2019	PE19-0342	3375 E MICHIGAN 087	\$0.00
Electrical	Electrical	07/25/2019	PE19-0343	3375 E MICHIGAN 071	\$0.00
Electrical	Electrical	07/25/2019	PE19-0344	3375 E MICHIGAN 057	\$0.00
Electrical	Electrical	07/25/2019	PE19-0345	3375 E MICHIGAN 276	\$0.00
Electrical	Electrical	07/26/2019	PE19-0346	922 DAVIS ST	\$0.00
Electrical	Electrical	07/29/2019	PE19-0348	677 CAYUGA AVE	\$0.00
Electrical	Electrical	07/29/2019	PE19-0349	266 S WALLACE BLVD	\$0.00
Electrical	Electrical	07/30/2019	PE19-0339	7665 WHITTAKER RD	\$0.00
Electrical	Electrical	07/30/2019	PE19-0350	1958 MERRILL ST	\$0.00
Fire Alarm	Fire Detection System	07/29/2019	PFA19-0003	3020 E MICHIGAN AVE	\$0.00
Mechanical	Mech/Refrigeration	07/24/2019	PM19-0873	2780 INTERNATIONAL DR 523C	\$0.00
Mechanical	Mechanical	07/01/2019	PM19-0709	7398 ROXBURY DR	\$0.00
Mechanical	Mechanical	07/01/2019	PM19-0710	7219 OAKRIDGE DR	\$0.00
Mechanical	Mechanical	07/01/2019	PM19-0711	8233 BLUE JAY DR	\$0.00
Mechanical	Mechanical	07/01/2019	PM19-0681	2431 BURNS ST	\$0.00
Mechanical	Mechanical	07/01/2019	PM19-0712	2580 HOLMES 17	\$0.00

Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Mechanical	Mechanical	07/01/2019	PM19-0713	6988 MC KEAN 281	\$0.00
Mechanical	Mechanical	07/01/2019	PM19-0714	1666 CONWAY ST	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0716	9170 COUNTRY VIEW DR	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0717	1747 W MICHIGAN AVE	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0718	1083 DESOTO AVE	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0719	9091 WHITE TAIL CT	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0691	1747 W MICHIGAN AVE	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0720	6300 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0721	6306 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0722	6312 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0723	6320 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0724	7244 GLACIER POINTE DR	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0730	5432 GRAYFIELD CIR	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0731	6988 MC KEAN 179	\$0.00
Mechanical	Mechanical	07/02/2019	PM19-0732	6564 E SUMMERDALE CIR	\$0.00
Mechanical	Mechanical	07/08/2019	PM19-0715	330 GREENLAWN ST	\$0.00
Mechanical	Mechanical	07/08/2019	PM19-0733	1716 LYNN CT	\$0.00
Mechanical	Mechanical	07/08/2019	PM19-0734	1045 DAVIS ST	\$0.00
Mechanical	Mechanical	07/08/2019	PM19-0735	559 GLENWOOD AVE	\$0.00
Mechanical	Mechanical	07/08/2019	PM19-0729	3375 E MICHIGAN 051	\$0.00
Mechanical	Mechanical	07/08/2019	PM19-0728	3375 E MICHIGAN 045	\$0.00
Mechanical	Mechanical	07/08/2019	PM19-0727	3375 E MICHIGAN 009	\$0.00
Mechanical	Mechanical	07/08/2019	PM19-0726	3375 E MICHIGAN 049	\$0.00
Mechanical	Mechanical	07/08/2019	PM19-0725	3375 E MICHIGAN 026	\$0.00
Mechanical	Mechanical	07/08/2019	PM19-0653	3375 E MICHIGAN 034	\$0.00
Mechanical	Mechanical	07/08/2019	PM19-0736	520 RICE AVE	\$0.00
Mechanical	Mechanical	07/08/2019	PM19-0737	5644 BIG PINE DR	\$0.00
Mechanical	Mechanical	07/09/2019	PM19-0738	3375 E MICHIGAN 048	\$0.00
Mechanical	Mechanical	07/09/2019	PM19-0739	7691 GREENE FARM CT	\$0.00
Mechanical	Mechanical	07/09/2019	PM19-0740	7183 DEER TRACK DR	\$0.00
Mechanical	Mechanical	07/09/2019	PM19-0741	1780 EMERSON AVE	\$0.00
Mechanical	Mechanical	07/09/2019	PM19-0742	2365 BROOKTREE CT	\$0.00
Mechanical	Mechanical	07/09/2019	PM19-0743	1943 BURNS ST	\$0.00

Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Mechanical	Mechanical	07/09/2019	PM19-0744	221 WILSON ST	\$0.00
Mechanical	Mechanical	07/09/2019	PM19-0745	7595 STREAMWOOD DR	\$0.00
Mechanical	Mechanical	07/09/2019	PM19-0746	171 HILLCREST BLVD	\$0.00
Mechanical	Mechanical	07/09/2019	PM19-0747	1262 E CROSS ST	\$0.00
Mechanical	Mechanical	07/09/2019	PM19-0748	72 JOHNSON ST	\$0.00
Mechanical	Mechanical	07/09/2019	PM19-0749	2358 RAVINEWOOD AVE	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0750	1184 LEXINGTON PKWY	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0751	993 DESOTO AVE	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0752	6300 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0753	6306 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0754	6312 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0755	6320 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0756	6272 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0757	6276 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0758	6282 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0759	6288 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0760	6242 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0761	6246 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0762	6252 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0763	6260 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0764	6222 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0765	6226 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0766	6232 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0767	6236 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0768	6202 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0769	6206 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0770	6212 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0771	6218 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0772	6172 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0773	6180 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0774	6186 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0775	6192 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0776	6140 JOYCE VIEW DR	\$0.00

Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Mechanical	Mechanical	07/10/2019	PM19-0777	6148 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0778	6158 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/10/2019	PM19-0779	6166 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0780	6171 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0781	6177 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0782	6185 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0783	6191 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0784	6107 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0785	6113 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0786	6119 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0787	6131 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0788	8120 LAKE CREST DR	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0789	6232 CREEKSIDE CIR	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0790	623 KANSAS AVE	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0792	2938 WASHTENAW AVE 2B	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0793	1315 COMMONWEALTH AVE	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0795	6399 OAKHURST DR	\$0.00
Mechanical	Mechanical	07/11/2019	PM19-0796	454 N HARRIS RD	\$0.00
Mechanical	Mechanical	07/12/2019	PM19-0800	7192 PAMELA DR	\$0.00
Mechanical	Mechanical	07/12/2019	PM19-0801	809 DORSET AVE	\$0.00
Mechanical	Mechanical	07/12/2019	PM19-0802	6151 COLONY PARK DR	\$0.00
Mechanical	Mechanical	07/12/2019	PM19-0803	170 ELDER ST	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0805	8579 LAGOON DR	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0806	2671 INTERNATIONAL DR 1434C	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0807	2931 ROUNDTREE BLVD B4	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0808	2890 INTERNATIONAL DR 314A	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0809	2695 INTERNATIONAL DR 1530B	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0810	3027 ROUNDTREE BLVD A1	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0811	3027 ROUNDTREE BLVD C2	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0812	2620 BLUEWATER ST	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0813	9705 MARTZ RD	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0814	2826 APPLERIDGE ST	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0815	2820 APPLERIDGE ST	\$0.00

Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Mechanical	Mechanical	07/15/2019	PM19-0816	1565 PHYLLIS ST	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0799	3375 E MICHIGAN 057	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0798	3375 E MICHIGAN 071	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0791	3375 E MICHIGAN 087	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0797	3375 E MICHIGAN 217	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0794	3375 E MICHIGAN 276	\$0.00
Mechanical	Mechanical	07/15/2019	PM19-0817	620 EUGENE ST	\$0.00
Mechanical	Mechanical	07/16/2019	PM19-0819	1149 DESOTO AVE	\$0.00
Mechanical	Mechanical	07/16/2019	PM19-0820	1028 JUNEAU RD	\$0.00
Mechanical	Mechanical	07/16/2019	PM19-0821	1441 DESOTO AVE	\$0.00
Mechanical	Mechanical	07/17/2019	PM19-0822	9073 WHITE TAIL CT	\$0.00
Mechanical	Mechanical	07/17/2019	PM19-0823	607 VILLA DR	\$0.00
Mechanical	Mechanical	07/18/2019	PM19-0824	5690 PINEVIEW DR	\$0.00
Mechanical	Mechanical	07/18/2019	PM19-0825	1948 MIDVALE ST	\$0.00
Mechanical	Mechanical	07/18/2019	PM19-0818	5977 S MOHAWK AVE	\$0.00
Mechanical	Mechanical	07/18/2019	PM19-0826	6280 CREEKSIDE CIR	\$0.00
Mechanical	Mechanical	07/19/2019	PM19-0827	7011 STREAMWOOD DR	\$0.00
Mechanical	Mechanical	07/19/2019	PM19-0828	6222 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/19/2019	PM19-0829	6226 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/19/2019	PM19-0830	6232 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/19/2019	PM19-0831	7499 ESSEX DR	\$0.00
Mechanical	Mechanical	07/19/2019	PM19-0832	6236 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/19/2019	PM19-0833	6202 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/19/2019	PM19-0834	6206 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/19/2019	PM19-0835	6212 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/19/2019	PM19-0836	6218 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0837	1639 SMITH ST	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0838	1042 REDLEAF LN	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0839	1439 GLENGROVE AVE	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0840	1151 NASH AVE	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0841	5570 WHITTAKER RD	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0842	6241 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0843	6245 JOYCE VIEW DR	\$0.00



Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Mechanical	Mechanical	07/22/2019	PM19-0844	6272 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0845	1645 E FOREST AVE	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0846	5780 MERRITT RD	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0847	6276 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0848	6251 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0849	6282 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0851	6288 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0850	6261 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0852	6303 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0853	6242 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0854	6309 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0856	6313 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0855	6246 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0857	6319 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0858	6252 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/22/2019	PM19-0859	6260 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/23/2019	PM19-0860	1460 LEVONA ST	\$0.00
Mechanical	Mechanical	07/23/2019	PM19-0861	1530 ECORSE RD	\$0.00
Mechanical	Mechanical	07/23/2019	PM19-0862	9323 PARKLAND DR	\$0.00
Mechanical	Mechanical	07/23/2019	PM19-0863	6323 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/23/2019	PM19-0864	6331 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/23/2019	PM19-0865	6339 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/23/2019	PM19-0866	6343 JOYCE VIEW DR	\$0.00
Mechanical	Mechanical	07/23/2019	PM19-0867	637 GREENLAWN ST	\$0.00
Mechanical	Mechanical	07/23/2019	PM19-0868	117 DEVONSHIRE RD	\$0.00
Mechanical	Mechanical	07/24/2019	PM19-0869	5885 NEW MEADOW DR	\$0.00
Mechanical	Mechanical	07/24/2019	PM19-0870	1722 GROVE RD # C-57	\$0.00
Mechanical	Mechanical	07/24/2019	PM19-0871	69 OHIO ST #1	\$0.00
Mechanical	Mechanical	07/24/2019	PM19-0872	2940 INTERNATIONAL DR 230B	\$0.00
Mechanical	Mechanical	07/24/2019	PM19-0875	2920 INTERNATIONAL DR 208B	\$0.00
Mechanical	Mechanical	07/24/2019	PM19-0877	8000 EDEN CT	\$0.00
Mechanical	Mechanical	07/24/2019	PM19-0874	2610 INTERNATIONAL DR 909C	\$0.00
Mechanical	Mechanical	07/24/2019	PM19-0876	2931 ROUNDTREE BLVD B1	\$0.00

Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Mechanical	Mechanical	07/24/2019	PM19-0878	2963 ROUNDTREE BLVD B4	\$0.00
Mechanical	Mechanical	07/24/2019	PM19-0879	8365 THORNHILL DR	\$0.00
Mechanical	Mechanical	07/24/2019	PM19-0880	2426 ROANOAKE DR	\$0.00
Mechanical	Mechanical	07/25/2019	PM19-0881	10229 MARTZ RD	\$0.00
Mechanical	Mechanical	07/25/2019	PM19-0882	6075 MAPLEVIEW LN	\$0.00
Mechanical	Mechanical	07/25/2019	PM19-0883	6100 TEXTILE RD	\$0.00
Mechanical	Mechanical	07/25/2019	PM19-0884	284 S WALLACE BLVD	\$0.00
Mechanical	Mechanical	07/25/2019	PM19-0885	865 CLIFFS DR # 302B	\$0.00
Mechanical	Mechanical	07/25/2019	PM19-0886	5952 E ISLAND DR	\$0.00
Mechanical	Mechanical	07/26/2019	PM19-0887	1655 PHYLLIS ST	\$0.00
Mechanical	Mechanical	07/26/2019	PM19-0888	1213 FALL RIVER RD	\$0.00
Mechanical	Mechanical	07/29/2019	PM19-0890	7671 PIONEER DR	\$0.00
Mechanical	Mechanical	07/29/2019	PM19-0804	677 CAYUGA AVE	\$0.00
Mechanical	Mechanical	07/29/2019	PM19-0891	2763 AMBASSADOR DR	\$0.00
Mechanical	Mechanical	07/29/2019	PM19-0892	2750 BROOKLYN DR	\$0.00
Mechanical	Mechanical	07/29/2019	PM19-0893	2742 BROOKLYN DR	\$0.00
Mechanical	Mechanical	07/29/2019	PM19-0894	2734 BROOKLYN DR	\$0.00
Mechanical	Mechanical	07/29/2019	PM19-0895	2771 AMBASSADOR DR	\$0.00
Mechanical	Mechanical	07/29/2019	PM19-0896	266 S WALLACE BLVD	\$0.00
Mechanical	Mechanical	07/30/2019	PM19-0897	7306 W BROOK DR	\$0.00
Mechanical	Mechanical	07/30/2019	PM19-0898	1428 BLOSSOM AVE	\$0.00
Mechanical	Mechanical	07/30/2019	PM19-0899	2771 AMBASSADOR DR	\$0.00
Mechanical	Mechanical	07/30/2019	PM19-0900	2763 AMBASSADOR DR	\$0.00
Mechanical	Mechanical	07/30/2019	PM19-0902	5040 BOSUNS WAY A2	\$0.00
Mechanical	Mechanical	07/30/2019	PM19-0903	8627 SPINNAKER WAY A2	\$0.00
Mechanical	Mechanical	07/30/2019	PM19-0904	5000 BOSUNS WAY B1	\$0.00
Mechanical	Mechanical	07/30/2019	PM19-0905	5055 BOSUNS WAY A3	\$0.00
Mechanical	Mechanical	07/30/2019	PM19-0901	5050 BOSUNS WAY C1	\$0.00
Mechanical	Mechanical	07/30/2019	PM19-0906	8691 SPINNAKER WAY A4	\$0.00
Mechanical	Mechanical	07/30/2019	PM19-0907	5065 BOSUNS WAY B2	\$0.00
Mechanical	Mechanical	07/30/2019	PM19-0908	5094 BOSUNS WAY B2	\$0.00
Mechanical	Mechanical	07/31/2019	PM19-0909	5664 ELLIS RD	\$0.00
Mechanical	Mechanical	07/31/2019	PM19-0910	2014 CHEVROLET AVE	\$0.00

Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Mechanical	Mechanical	07/31/2019	PM19-0911	942 N RIVER ST	\$0.00
Mechanical	Mechanical	07/31/2019	PM19-0912	1965 MARY CATHERINE ST	\$0.00
Plumbing	Plumbing	07/01/2019	PP19-0318	8842 MARTZ RD	\$0.00
Plumbing	Plumbing	07/02/2019	PP19-0319	9242 WHITE WING DR Bldg. #02	\$0.00
Plumbing	Plumbing	07/02/2019	PP19-0300	8545 CRESCENT LN	\$0.00
Plumbing	Plumbing	07/02/2019	PP19-0321	9601 BAYVIEW DR BLDG	\$0.00
Plumbing	Plumbing	07/02/2019	PP19-0324	7026 LOCHMOOR DR	\$0.00
Plumbing	Plumbing	07/02/2019	PP19-0327	1288 FALL RIVER RD	\$0.00
Plumbing	Plumbing	07/08/2019	PP19-0328	149 LAMAY AVE	\$0.00
Plumbing	Plumbing	07/08/2019	PP19-0326	3375 E MICHIGAN 051	\$0.00
Plumbing	Plumbing	07/08/2019	PP19-0325	3375 E MICHIGAN 045	\$0.00
Plumbing	Plumbing	07/08/2019	PP19-0323	3375 E MICHIGAN 009	\$0.00
Plumbing	Plumbing	07/08/2019	PP19-0322	3375 E MICHIGAN 049	\$0.00
Plumbing	Plumbing	07/08/2019	PP19-0320	3375 E MICHIGAN 026	\$0.00
Plumbing	Plumbing	07/08/2019	PP19-0293	3375 E MICHIGAN 034	\$0.00
Plumbing	Plumbing	07/09/2019	PP19-0329	640 CLIFFS DR # 201B	\$0.00
Plumbing	Plumbing	07/10/2019	PP19-0330	549 EUGENE ST	\$0.00
Plumbing	Plumbing	07/11/2019	PP19-0331	2820 APPLERIDGE ST	\$0.00
Plumbing	Plumbing	07/15/2019	PP19-0336	3375 E MICHIGAN 057	\$0.00
Plumbing	Plumbing	07/15/2019	PP19-0335	3375 E MICHIGAN 071	\$0.00
Plumbing	Plumbing	07/15/2019	PP19-0332	3375 E MICHIGAN 087	\$0.00
Plumbing	Plumbing	07/15/2019	PP19-0334	3375 E MICHIGAN 217	\$0.00
Plumbing	Plumbing	07/15/2019	PP19-0333	3375 E MICHIGAN 276	\$0.00
Plumbing	Plumbing	07/17/2019	PP19-0338	287 DAKOTA AVE	\$0.00
Plumbing	Plumbing	07/19/2019	PP19-0340	2973 W CLARK RD	\$0.00
Plumbing	Plumbing	07/19/2019	PP19-0341	9242 WHITE WING DR Bldg. #05	\$0.00
Plumbing	Plumbing	07/19/2019	PP19-0342	9242 WHITE WING DR Bldg. #06	\$0.00
Plumbing	Plumbing	07/22/2019	PP19-0343	815 GEORGE PL 16	\$0.00
Plumbing	Plumbing	07/22/2019	PP19-0345	9242 WHITE WING DR Bldg. #29	\$0.00
Plumbing	Plumbing	07/22/2019	PP19-0344	9242 WHITE WING DR Bldg. #03	\$0.00
Plumbing	Plumbing	07/22/2019	PP19-0346	9242 WHITE WING DR Bldg. #30	\$0.00
Plumbing	Plumbing	07/22/2019	PP19-0347	9242 WHITE WING DR Bldg. #04	\$0.00
Plumbing	Plumbing	07/22/2019	PP19-0348	9242 WHITE WING DR Bldg. #31	\$0.00

Permit Type	Category	Date Issued	Permit Number	Address Display String	Construction Value
Plumbing	Plumbing	07/23/2019	PP19-0337	2404 BURNS ST	\$0.00
Plumbing	Plumbing	07/23/2019	PP19-0349	252 WILSON ST	\$0.00
Plumbing	Plumbing	07/25/2019	PP19-0350	1438 BUD AVE	\$0.00
Plumbing	Plumbing	07/25/2019	PP19-0351	714 DESOTO AVE	\$0.00
Plumbing	Plumbing	07/26/2019	PP19-0352	2051 MCGREGOR RD	\$0.00
Plumbing	Plumbing	07/26/2019	PP19-0339	85 EDISON AVE	\$0.00
Plumbing	Plumbing	07/29/2019	PP19-0353	5664 ELLIS RD	\$0.00
Plumbing	Plumbing	07/29/2019	PP19-0354	9022 WHITE TAIL CT	\$0.00
Plumbing	Plumbing	07/29/2019	PP19-0355	1260 HOLMES RD 6	\$0.00
Plumbing	Plumbing	07/29/2019	PP19-0356	1382 ANDREA ST	\$0.00
Plumbing	Plumbing	07/30/2019	PP19-0357	689 ONANDAGA AVE	\$0.00
Plumbing	Plumbing	07/30/2019	PP19-0358	1171 E CROSS ST	\$0.00
Plumbing	Plumbing	07/30/2019	PP19-0359	9181 WHITE TAIL CT	\$0.00
Plumbing	Plumbing	07/31/2019	PP19-0360	1027 JUNEAU RD	\$0.00
Plumbing	Plumbing	07/31/2019	PP19-0361	5508 PINEVIEW DR	\$0.00
Plumbing	Plumbing	07/31/2019	PP19-0362	1376 W MICHIGAN AVE	\$0.00
Sign	Com Sign	07/08/2019	PS19-0013	2653 ELLSWORTH UNIT E	\$0.00
Zoning	Com Alter/Repair	07/31/2019	PZP19-0055	9103 COUNTRY VIEW DR	\$0.00
Zoning	Fence	07/11/2019	PZP19-0050	7317 RACHEL DR	\$0.00
Zoning	Fence	07/15/2019	PZP19-0051	2380 E MICHIGAN AVE	\$0.00
Zoning	Fence	07/15/2019	PZP19-0052	7413 RED BIRD DR	\$0.00
Zoning	Fence	07/16/2019	PZP19-0053	7200 WARWICK DR	\$0.00
Zoning	Fence	07/24/2019	PZP19-0022	6155 CREEKSIDE CIR	\$0.00
Zoning	Fence	07/29/2019	PZP19-0046	8232 VALLEYVIEW DR	\$0.00
Zoning	Res Shed	07/09/2019	PZP19-0049	9791 BEMIS RD	\$0.00
					<b>\$6,614,109.00</b>

**CERTIFICATES OF OCCUPANCY ISSUED  
JULY 2019**

<b>Address Display String</b>	<b>Name Issued To</b>	<b>C O Number</b>	<b>Date Temp Issued</b>	<b>Date Finaled</b>
9205 WHITE TAIL DR	ABERNATHY, JANINE	OF19-0067		07/12/2019
8970 CREEKWAY DR	AGRAWAL, VIKAS	OF19-0077		07/16/2019
9169 COUNTRY VIEW DR	BAILEY, ANDRE ALAN & APRIL	OF19-0071		07/12/2019
7057 LAKEWAY ST	BARCELON, KEVIN CRUZ	OF19-0082		07/16/2019
7185 NATALIE DR	BOWER, WILLARD M. & PEGGY MARIE	OF19-0076		07/16/2019
7360 HITCHINGHAM RD	DENNEY JR, THOMAS F. & CYNTHIA	OF19-0087		07/22/2019
8806 NATALIE CT	DINSER, KEITH MICHAEL	OF19-0065		07/03/2019
9228 WHITE TAIL DR	DUQUETTE, BRANDON E. & CHELSEA M.	OF19-0068		07/12/2019
7033 CREEKWAY CT	GOODING, VIRGINA LOUISE	OF19-0078		07/16/2019
7020 CREEKWAY CT	GUGLIELMO, DAVID CHARLES	OF19-0079		07/16/2019
9289 WHITE TAIL DR	HILL, DEANNE MARIE	OF19-0070		07/12/2019
9118 WHITE TAIL CT	LOMBARDO HOMES OF SE MICHIGAN	OF19-0072		07/15/2019
9198 WHITE TAIL CT	LOMBARDO HOMES OF SE MICHIGAN	OF19-0063		07/01/2019
7033 LAKEWAY ST	MARTIN, WILLIAM GEORGE & KELLY ANN	OF19-0083		07/16/2019
8833 NATALIE CT	MILLER, STEVEN DEAN & SANDRA EMILIA	OF19-0088		07/22/2019
7170 NATALIE DR	MIRVIS, DIANE CHIRSTINE	OF19-0075		07/16/2019
7048 CREEKWAY CT	MOLENHOUSE, MICHELLE	OF19-0080		07/16/2019
9242 WHITE WING DR Bldg. #	NAUTICA POINTE ONE LLC	OF19-0089		07/29/2019
9242 WHITE WING DR Bldg. #	NAUTICA POINTE ONE LLC	OF19-0064		07/03/2019
1156 BUICK AVE	REAL EQUITY PROPERTY ASSOCIATES LLC	OF19-0084		07/16/2019
7044 LAKEWAY ST	RIDER, BETTY	OF19-0073		07/16/2019
7056 LAKEWAY ST	RIDER, WILLIAM R. JR. & BARBARA D.	OF19-0074		07/16/2019
5180 PARK RIDGE DR	SMOLYANOV, VICTOR & LILY	OF19-0086		07/19/2019
2940 ELLSWORTH RD	THE WASHTENAW PACE, INC.	OF19-0066		07/12/2019
9277 WHITE TAIL DR	TURNER, JESSE JACKSON	OF19-0069		07/12/2019
7108 CREEKWAY CT	WHITNEY, EDGAR & JO ANNE	OF19-0081		07/16/2019
3375 E MICHIGAN 009	YES TIMBERLANDS, LLC	OF19-0091		07/18/2019
3375 E MICHIGAN 026	YES TIMBERLANDS, LLC	OF19-0092		07/18/2019
3375 E MICHIGAN 045	YES TIMBERLANDS, LLC	OF19-0093		07/18/2019

**RENTAL HOUSING CERTIFICATIONS****JULY 2019**

<b>Cert Type</b>	<b>Cert Number</b>	<b>Date Issued</b>	<b>Address Display String</b>
Multi-Family Rental Inspection	CMFR-18-0735	07/18/2019	1246 LEFORGE RD N6
Multi-Family Rental Inspection	CMFR-18-0737	07/15/2019	1246 LEFORGE RD N8
Multi-Family Rental Inspection	CR3617-0978	07/16/2019	1255 ELMWOOD DR 18
Multi-Family Rental Inspection	CR3617-0979	07/16/2019	1255 ELMWOOD DR 19
Multi-Family Rental Inspection	CR3617-0980	07/05/2019	1255 ELMWOOD DR 20
Multi-Family Rental Inspection	CR3617-0981	07/16/2019	1255 ELMWOOD DR 21
Multi-Family Rental Inspection	CR3617-0984	07/16/2019	1255 ELMWOOD DR 22
Multi-Family Rental Inspection	CR3617-0985	07/16/2019	1255 ELMWOOD DR 24
Multi-Family Rental Inspection	CR3617-0970	07/16/2019	1257 ELMWOOD DR 10
Multi-Family Rental Inspection	CR3617-0971	07/16/2019	1257 ELMWOOD DR 11
Multi-Family Rental Inspection	CR3617-0972	07/16/2019	1257 ELMWOOD DR 12
Multi-Family Rental Inspection	CR3617-0973	07/16/2019	1257 ELMWOOD DR 13
Multi-Family Rental Inspection	CR3617-0975	07/16/2019	1257 ELMWOOD DR 15
Multi-Family Rental Inspection	CR3617-0976	07/16/2019	1257 ELMWOOD DR 16
Multi-Family Rental Inspection	CMFR-18-0741	07/15/2019	1258 LEFORGE RD K1
Multi-Family Rental Inspection	CMFR-18-0743	07/15/2019	1258 LEFORGE RD K11
Multi-Family Rental Inspection	CR3617-0966	07/16/2019	1259 ELMWOOD DR 1
Multi-Family Rental Inspection	CR3617-0967	07/16/2019	1259 ELMWOOD DR 2
Multi-Family Rental Inspection	CMFR-18-0706	07/16/2019	1259 ELMWOOD DR 4
Multi-Family Rental Inspection	CMFR-18-0707	07/16/2019	1259 ELMWOOD DR 5
Multi-Family Rental Inspection	CMFR-18-0708	07/16/2019	1259 ELMWOOD DR 6
Multi-Family Rental Inspection	CMFR-18-0710	07/16/2019	1259 ELMWOOD DR 8
Multi-Family Rental Inspection	CR3617-0959	07/05/2019	1263 ELMWOOD DR 10
Multi-Family Rental Inspection	CR3617-0960	07/05/2019	1263 ELMWOOD DR 11
Multi-Family Rental Inspection	CR3617-0963	07/05/2019	1263 ELMWOOD DR 14
Multi-Family Rental Inspection	CR3617-0951	07/05/2019	1265 ELMWOOD DR 2
Multi-Family Rental Inspection	CR3617-0953	07/05/2019	1265 ELMWOOD DR 4
Multi-Family Rental Inspection	CR3617-0955	07/05/2019	1265 ELMWOOD DR 6
Multi-Family Rental Inspection	CR3617-0956	07/05/2019	1265 ELMWOOD DR 7
Multi-Family Rental Inspection	CMFR-18-0755	07/15/2019	1266 LEFORGE RD R4
Multi-Family Rental Inspection	CR3617-1851	07/15/2019	1266 LEFORGE RD R5
Multi-Family Rental Inspection	CR3617-0944	07/05/2019	1269 ELMWOOD DR 11
Multi-Family Rental Inspection	CR3617-0945	07/16/2019	1269 ELMWOOD DR 12
Multi-Family Rental Inspection	CR3617-0946	07/05/2019	1269 ELMWOOD DR 14
Multi-Family Rental Inspection	CR3617-0942	07/16/2019	1269 ELMWOOD DR 9
Multi-Family Rental Inspection	CR3617-0935	07/16/2019	1271 ELMWOOD DR 2
Multi-Family Rental Inspection	CR3617-0936	07/16/2019	1271 ELMWOOD DR 3
Multi-Family Rental Inspection	CR3617-0938	07/16/2019	1271 ELMWOOD DR 5
Multi-Family Rental Inspection	CR3617-0940	07/16/2019	1271 ELMWOOD DR 7
Multi-Family Rental Inspection	CR3617-0933	07/05/2019	1280 ELMWOOD DR 48
Multi-Family Rental Inspection	CR3617-0932	07/05/2019	1282 ELMWOOD DR 47
Multi-Family Rental Inspection	CR3617-0931	07/05/2019	1284 ELMWOOD DR 46
Multi-Family Rental Inspection	CR3617-0930	07/05/2019	1286 ELMWOOD DR 45

Cert Type	Cert Number	Date Issued	Address Display String
Multi-Family Rental Inspection	CR3617-0929	07/05/2019	1288 ELMWOOD DR 44
Multi-Family Rental Inspection	CR3617-0928	07/05/2019	1290 ELMWOOD DR 43
Multi-Family Rental Inspection	CR3617-1845	07/15/2019	1292 LEFORGE RD D2
Multi-Family Rental Inspection	CR3617-1846	07/15/2019	1292 LEFORGE RD D3
Multi-Family Rental Inspection	CR3617-1848	07/15/2019	1292 LEFORGE RD D5
Multi-Family Rental Inspection	CR3617-0927	07/16/2019	1294 ELMWOOD DR 42
Multi-Family Rental Inspection	CR3617-0926	07/05/2019	1296 ELMWOOD DR 41
Multi-Family Rental Inspection	CR3617-0925	07/16/2019	1298 ELMWOOD DR 40
Multi-Family Rental Inspection	CR3617-0924	07/05/2019	1300 ELMWOOD DR 39
Multi-Family Rental Inspection	CR3617-0923	07/16/2019	1302 ELMWOOD DR 38
Multi-Family Rental Inspection	CR3617-0922	07/05/2019	1304 ELMWOOD DR 37
Multi-Family Rental Inspection	CR3617-0921	07/05/2019	1306 ELMWOOD DR 36
Multi-Family Rental Inspection	CR3617-0916	07/16/2019	1310 ELMWOOD DR 31
Multi-Family Rental Inspection	CR3617-0917	07/05/2019	1312 ELMWOOD DR 32
Multi-Family Rental Inspection	CR3617-0918	07/05/2019	1314 ELMWOOD DR 33
Multi-Family Rental Inspection	CR3617-0919	07/16/2019	1316 ELMWOOD DR 34
Multi-Family Rental Inspection	CR3617-0989	07/05/2019	1323 ELMWOOD CT 1
Multi-Family Rental Inspection	CR3617-0991	07/05/2019	1323 ELMWOOD CT 4
Multi-Family Rental Inspection	CR3617-0990	07/05/2019	1323 ELMWOOD CT 5
Multi-Family Rental Inspection	CR3617-1011	07/05/2019	1325 ELMWOOD CT 10
Multi-Family Rental Inspection	CR3617-1014	07/05/2019	1325 ELMWOOD CT 12
Multi-Family Rental Inspection	CR3617-1018	07/05/2019	1325 ELMWOOD CT 16
Multi-Family Rental Inspection	CR3617-1012	07/05/2019	1325 ELMWOOD CT 9
Multi-Family Rental Inspection	CR3617-1009	07/05/2019	1327 ELMWOOD CT 7
Multi-Family Rental Inspection	CR3617-1034	07/05/2019	1330 ELMWOOD DR 17
Multi-Family Rental Inspection	CR3617-1036	07/05/2019	1330 ELMWOOD DR 19
Multi-Family Rental Inspection	CR3617-1037	07/05/2019	1330 ELMWOOD DR 20
Multi-Family Rental Inspection	CR3617-1038	07/05/2019	1330 ELMWOOD DR 21
Multi-Family Rental Inspection	CR3617-1040	07/05/2019	1330 ELMWOOD DR 23
Multi-Family Rental Inspection	CR3617-0911	07/05/2019	1330 ELMWOOD DR 24
Multi-Family Rental Inspection	CR3617-1027	07/05/2019	1332 ELMWOOD DR 10
Multi-Family Rental Inspection	CR3617-1028	07/05/2019	1332 ELMWOOD DR 11
Multi-Family Rental Inspection	CR3617-1029	07/05/2019	1332 ELMWOOD DR 12
Multi-Family Rental Inspection	CR3617-1032	07/05/2019	1332 ELMWOOD DR 14
Multi-Family Rental Inspection	CR3617-1033	07/16/2019	1332 ELMWOOD DR 15
Multi-Family Rental Inspection	CR3617-0910	07/16/2019	1332 ELMWOOD DR 9
Multi-Family Rental Inspection	CMFR-18-0702	07/05/2019	1332 W CHESTNUT DR 25
Multi-Family Rental Inspection	CR3617-1019	07/16/2019	1334 ELMWOOD DR 1
Multi-Family Rental Inspection	CR3617-1020	07/16/2019	1334 ELMWOOD DR 2
Multi-Family Rental Inspection	CR3617-1021	07/31/2019	1334 ELMWOOD DR 3
Multi-Family Rental Inspection	CR3617-1023	07/16/2019	1334 ELMWOOD DR 5
Multi-Family Rental Inspection	CR3617-1024	07/05/2019	1334 ELMWOOD DR 6
Multi-Family Rental Inspection	CR3617-1025	07/31/2019	1334 ELMWOOD DR 7
Multi-Family Rental Inspection	CR3617-1026	07/05/2019	1334 ELMWOOD DR 8
Multi-Family Rental Inspection	CR3617-1098	07/05/2019	1340 ELMWOOD DR 17
Multi-Family Rental Inspection	CR3617-1101	07/05/2019	1340 ELMWOOD DR 20

Cert Type	Cert Number	Date Issued	Address Display String
Multi-Family Rental Inspection	CR3617-1102	07/05/2019	1340 ELMWOOD DR 21
Multi-Family Rental Inspection	CR3617-1091	07/05/2019	1350 ELMWOOD DR 10
Multi-Family Rental Inspection	CR3617-1096	07/05/2019	1350 ELMWOOD DR 15
Multi-Family Rental Inspection	CR3617-0903	07/05/2019	1364 ELMWOOD DR 18
Multi-Family Rental Inspection	CR3617-0900	07/05/2019	1374 ELMWOOD DR 15
Multi-Family Rental Inspection	CR3617-1158	07/05/2019	1375 CHESTNUT DR 63
Multi-Family Rental Inspection	CR3617-0899	07/05/2019	1376 ELMWOOD DR 14
Multi-Family Rental Inspection	CR3617-1157	07/05/2019	1377 CHESTNUT DR 62
Multi-Family Rental Inspection	CR3617-1156	07/16/2019	1379 CHESTNUT DR 61
Multi-Family Rental Inspection	CR3617-0897	07/05/2019	1380 ELMWOOD DR 12
Multi-Family Rental Inspection	CR3617-1155	07/05/2019	1381 CHESTNUT DR 60
Multi-Family Rental Inspection	CR3617-1154	07/05/2019	1383 CHESTNUT DR 59
Multi-Family Rental Inspection	CR3617-1153	07/16/2019	1385 CHESTNUT DR 58
Multi-Family Rental Inspection	CR3617-0896	07/05/2019	1386 ELMWOOD DR 11
Multi-Family Rental Inspection	CR3617-1152	07/16/2019	1387 CHESTNUT DR 57
Multi-Family Rental Inspection	CR3617-1151	07/05/2019	1389 CHESTNUT DR 56
Multi-Family Rental Inspection	CR3617-1150	07/16/2019	1391 CHESTNUT DR 55
Multi-Family Rental Inspection	CR3617-1083	07/05/2019	1392 ELMWOOD DR 1
Multi-Family Rental Inspection	CR3617-1086	07/05/2019	1392 ELMWOOD DR 4
Multi-Family Rental Inspection	CR3617-0893	07/05/2019	1392 ELMWOOD DR 8-townhous
Multi-Family Rental Inspection	CR3617-1149	07/05/2019	1393 CHESTNUT DR 54
Multi-Family Rental Inspection	CR3617-0892	07/05/2019	1394 ELMWOOD DR 7
Multi-Family Rental Inspection	CR3617-1148	07/05/2019	1395 CHESTNUT DR 53
Multi-Family Rental Inspection	CR3617-1147	07/05/2019	1397 CHESTNUT DR 52
Multi-Family Rental Inspection	CR3617-1146	07/16/2019	1399 CHESTNUT DR 51
Multi-Family Rental Inspection	CR3617-1074	07/05/2019	1400 ELMWOOD DR 18
Multi-Family Rental Inspection	CR3617-1076	07/05/2019	1400 ELMWOOD DR 20
Multi-Family Rental Inspection	CR3617-1078	07/05/2019	1400 ELMWOOD DR 22
Multi-Family Rental Inspection	CR3617-1079	07/05/2019	1400 ELMWOOD DR 23
Multi-Family Rental Inspection	CR3617-0891	07/05/2019	1400 ELMWOOD DR 6
Multi-Family Rental Inspection	CR3617-1145	07/05/2019	1401 CHESTNUT DR 50
Multi-Family Rental Inspection	CR3617-1144	07/16/2019	1403 CHESTNUT DR 49
Multi-Family Rental Inspection	CR3617-1125	07/05/2019	1421 CHESTNUT DR 5
Multi-Family Rental Inspection	CR3617-1126	07/05/2019	1421 CHESTNUT DR 6
Multi-Family Rental Inspection	CR3617-1127	07/05/2019	1421 CHESTNUT DR 7
Multi-Family Rental Inspection	CR3617-1122	07/16/2019	1421 CHESTNUT DR 2
Multi-Family Rental Inspection	CR3617-1123	07/16/2019	1421 CHESTNUT DR 3
Multi-Family Rental Inspection	CR3617-1124	07/16/2019	1421 CHESTNUT DR 4
Multi-Family Rental Inspection	CR3617-1128	07/05/2019	1421 CHESTNUT DR 8
Multi-Family Rental Inspection	CR3617-1130	07/16/2019	1427 CHESTNUT DR 10
Multi-Family Rental Inspection	CR3617-1131	07/16/2019	1427 CHESTNUT DR 11
Multi-Family Rental Inspection	CR3617-1136	07/16/2019	1427 CHESTNUT DR 16
Multi-Family Rental Inspection	CR3617-1129	07/16/2019	1427 CHESTNUT DR 9
Multi-Family Rental Inspection	CR3617-1134	07/05/2019	1427 CHESTNUT DR 14
Multi-Family Rental Inspection	CR3617-1135	07/16/2019	1427 CHESTNUT DR 15
Multi-Family Rental Inspection	CR3617-1137	07/16/2019	1433 CHESTNUT DR 17



Cert Type	Cert Number	Date Issued	Address Display String
Multi-Family Rental Inspection	CR3617-1138	07/16/2019	1433 CHESTNUT DR 18
Multi-Family Rental Inspection	CR3617-1139	07/05/2019	1433 CHESTNUT DR 19
Multi-Family Rental Inspection	CR3617-1141	07/05/2019	1433 CHESTNUT DR 21
Multi-Family Rental Inspection	CMFR-18-0711	07/05/2019	1433 CHESTNUT DR 22
Multi-Family Rental Inspection	CR3617-1142	07/05/2019	1433 CHESTNUT DR 23
Multi-Family Rental Inspection	CR3617-1143	07/05/2019	1433 CHESTNUT DR 24
Multi-Family Rental Inspection	CR3617-1057	07/05/2019	1438 ELMWOOD DR 1
Multi-Family Rental Inspection	CR3617-1058	07/05/2019	1438 ELMWOOD DR 2
Multi-Family Rental Inspection	CR3617-1060	07/05/2019	1438 ELMWOOD DR 4
Multi-Family Rental Inspection	CR3617-1063	07/05/2019	1438 ELMWOOD DR 7
Multi-Family Rental Inspection	CR3617-1064	07/05/2019	1438 ELMWOOD DR 8
Multi-Family Rental Inspection	CR3617-1110	07/05/2019	1439 CHESTNUT DR 6
Multi-Family Rental Inspection	CR3617-1112	07/05/2019	1439 CHESTNUT DR 8
Multi-Family Rental Inspection	CR3617-1116	07/05/2019	1445 CHESTNUT DR 12
Multi-Family Rental Inspection	CR3617-1118	07/16/2019	1445 CHESTNUT DR 14
Multi-Family Rental Inspection	CR3617-1119	07/05/2019	1445 CHESTNUT DR 15
Multi-Family Rental Inspection	CR3617-1113	07/05/2019	1445 CHESTNUT DR 9
Multi-Family Rental Inspection	CR3617-1114	07/05/2019	1445 CHESTNUT DR 10
Multi-Family Rental Inspection	CR3617-1115	07/05/2019	1445 CHESTNUT DR 11
Multi-Family Rental Inspection	CMFR-19-0179	07/05/2019	1450 W CHESTNUT DR B11-1255C
Multi-Family Rental Inspection	CMFR-19-0181	07/05/2019	1450 W CHESTNUT DR B11-1255L
Multi-Family Rental Inspection	CMFR-19-0180	07/05/2019	1450 W CHESTNUT DR B11-1255M
Multi-Family Rental Inspection	CMFR-19-0208	07/05/2019	1450 W CHESTNUT DR B11-1257C
Multi-Family Rental Inspection	CMFR-19-0210	07/05/2019	1450 W CHESTNUT DR B11-1257L
Multi-Family Rental Inspection	CMFR-19-0209	07/05/2019	1450 W CHESTNUT DR B11-1257M
Multi-Family Rental Inspection	CMFR-19-0212	07/05/2019	1450 W CHESTNUT DR B11-1259C
Multi-Family Rental Inspection	CMFR-19-0211	07/05/2019	1450 W CHESTNUT DR B11-1259L
Multi-Family Rental Inspection	CMFR-19-0213	07/05/2019	1450 W CHESTNUT DR B11-1259M
Multi-Family Rental Inspection	CMFR-19-0261	07/05/2019	1450 W CHESTNUT DR BLDG10-1263C
Multi-Family Rental Inspection	CMFR-19-0260	07/05/2019	1450 W CHESTNUT DR BLDG10-1263L
Multi-Family Rental Inspection	CMFR-19-0259	07/05/2019	1450 W CHESTNUT DR BLDG10-1263M
Multi-Family Rental Inspection	CMFR-19-0256	07/05/2019	1450 W CHESTNUT DR BLDG10-1265C
Multi-Family Rental Inspection	CMFR-19-0257	07/05/2019	1450 W CHESTNUT DR BLDG10-1265L
Multi-Family Rental Inspection	CMFR-19-0258	07/05/2019	1450 W CHESTNUT DR BLDG10-1265M
Multi-Family Rental Inspection	CMFR-19-0268	07/05/2019	1450 W CHESTNUT DR BLDG12-1321C
Multi-Family Rental Inspection	CMFR-19-0269	07/05/2019	1450 W CHESTNUT DR BLDG12-1321L
Multi-Family Rental Inspection	CMFR-19-0270	07/05/2019	1450 W CHESTNUT DR BLDG12-1321M
Multi-Family Rental Inspection	CMFR-19-0271	07/05/2019	1450 W CHESTNUT DR BLDG12-1323C
Multi-Family Rental Inspection	CMFR-19-0272	07/05/2019	1450 W CHESTNUT DR BLDG12-1323L
Multi-Family Rental Inspection	CMFR-19-0273	07/05/2019	1450 W CHESTNUT DR BLDG12-1323M
Multi-Family Rental Inspection	CMFR-19-0274	07/05/2019	1450 W CHESTNUT DR BLDG13-1325C
Multi-Family Rental Inspection	CMFR-19-0275	07/05/2019	1450 W CHESTNUT DR BLDG13-1325L
Multi-Family Rental Inspection	CMFR-19-0276	07/05/2019	1450 W CHESTNUT DR BLDG13-1325M
Multi-Family Rental Inspection	CMFR-19-0278	07/05/2019	1450 W CHESTNUT DR BLDG13-1327C
Multi-Family Rental Inspection	CMFR-19-0434	07/05/2019	1450 W CHESTNUT DR BLDG13-1327L
Multi-Family Rental Inspection	CMFR-19-0277	07/05/2019	1450 W CHESTNUT DR BLDG13-1327M



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Multi-Family Rental Inspection	CMFR-19-0221	07/05/2019	1450 W CHESTNUT DR BLDG19-1433L
Multi-Family Rental Inspection	CMFR-19-0222	07/05/2019	1450 W CHESTNUT DR BLDG19-1433M
Multi-Family Rental Inspection	CMFR-19-0238	07/05/2019	1450 W CHESTNUT DR BLDG9-1269C
Multi-Family Rental Inspection	CMFR-19-0239	07/05/2019	1450 W CHESTNUT DR BLDG9-1269L
Multi-Family Rental Inspection	CMFR-19-0237	07/05/2019	1450 W CHESTNUT DR BLDG9-1269M
Multi-Family Rental Inspection	CMFR-19-0235	07/05/2019	1450 W CHESTNUT DR BLDG9-1271C
Multi-Family Rental Inspection	CMFR-19-0236	07/16/2019	1450 W CHESTNUT DR BLDG9-1271L
Multi-Family Rental Inspection	CMFR-19-0240	07/16/2019	1450 W CHESTNUT DR BLDG9-1271M
Multi-Family Rental Inspection	CR3617-1056	07/05/2019	1451 CHESTNUT DR 16
Multi-Family Rental Inspection	CR3617-1049	07/16/2019	1451 CHESTNUT DR 9
Multi-Family Rental Inspection	CR3617-1041	07/16/2019	1457 CHESTNUT DR 1
Multi-Family Rental Inspection	CR3617-1043	07/16/2019	1457 CHESTNUT DR 3
Multi-Family Rental Inspection	CR3617-1044	07/05/2019	1457 CHESTNUT DR 4
Multi-Family Rental Inspection	CR3617-1045	07/05/2019	1457 CHESTNUT DR 5
Multi-Family Rental Inspection	CR3617-1046	07/05/2019	1457 CHESTNUT DR 6
Multi-Family Rental Inspection	CR3617-1047	07/05/2019	1457 CHESTNUT DR 7
Multi-Family Rental Inspection	CR3617-1048	07/31/2019	1457 CHESTNUT DR 8
Multi-Family Rental Inspection	CR3617-1176	07/02/2019	1606 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1177	07/31/2019	1608 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1178	07/31/2019	1610 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1179	07/02/2019	1612 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1180	07/31/2019	1614 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1181	07/31/2019	1616 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1182	07/02/2019	1618 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1183	07/31/2019	1626 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1184	07/17/2019	1628 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1185	07/02/2019	1630 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1186	07/31/2019	1632 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1187	07/31/2019	1634 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1188	07/31/2019	1636 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1197	07/31/2019	1654 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1198	07/31/2019	1656 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1200	07/02/2019	1660 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1190	07/02/2019	1661 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1201	07/31/2019	1662 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1191	07/31/2019	1663 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1202	07/31/2019	1664 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1203	07/31/2019	1666 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1194	07/31/2019	1669 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1196	07/31/2019	1673 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1204	07/02/2019	1674 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1205	07/02/2019	1676 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1206	07/02/2019	1678 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1207	07/31/2019	1680 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1209	07/02/2019	1682 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1208	07/02/2019	1684 MEADOW WOODS BLVD

Cert Type	Cert Number	Date Issued	Address Display String
Multi-Family Rental Inspection	CR3617-1210	07/02/2019	1692 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1211	07/31/2019	1694 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1212	07/02/2019	1696 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1214	07/02/2019	1700 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0454	07/30/2019	1701 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1215	07/02/2019	1702 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0455	07/30/2019	1703 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1216	07/02/2019	1704 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0456	07/30/2019	1705 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0457	07/30/2019	1707 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0450	07/30/2019	1710 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0459	07/30/2019	1711 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1217	07/31/2019	1712 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-2212	07/30/2019	1712 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0500	07/30/2019	1712 TIMBER RDG BLDG 10-LAUN
Multi-Family Rental Inspection	CMFR-19-0505	07/30/2019	1712 TIMBER RDG BLDG 21-LAUN
Multi-Family Rental Inspection	CMFR-19-0460	07/30/2019	1713 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0451	07/30/2019	1714 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0461	07/30/2019	1715 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1218	07/02/2019	1716 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0452	07/30/2019	1716 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1219	07/02/2019	1718 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0453	07/30/2019	1718 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0462	07/30/2019	1719 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1220	07/02/2019	1720 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0463	07/30/2019	1721 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1221	07/02/2019	1722 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0464	07/30/2019	1723 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1222	07/02/2019	1724 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0465	07/30/2019	1725 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1223	07/02/2019	1726 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0440	07/30/2019	1726 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0441	07/30/2019	1728 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0466	07/30/2019	1729 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0442	07/30/2019	1730 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0467	07/30/2019	1731 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0443	07/30/2019	1732 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0468	07/30/2019	1733 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1224	07/02/2019	1734 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0444	07/30/2019	1734 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0469	07/30/2019	1735 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1225	07/02/2019	1736 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0445	07/30/2019	1736 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0470	07/30/2019	1737 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1226	07/02/2019	1738 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0446	07/30/2019	1738 TIMBER RDG

Cert Type	Cert Number	Date Issued	Address Display String
Multi-Family Rental Inspection	CR3617-1227	07/31/2019	1740 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0447	07/30/2019	1740 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0472	07/30/2019	1741 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1228	07/31/2019	1742 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0448	07/30/2019	1742 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1229	07/08/2019	1744 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0449	07/30/2019	1744 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0473	07/30/2019	1745 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1230	07/02/2019	1746 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0474	07/30/2019	1747 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0475	07/30/2019	1749 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0501	07/30/2019	1750 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0476	07/30/2019	1751 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0502	07/30/2019	1752 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0477	07/30/2019	1753 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1231	07/02/2019	1754 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0503	07/30/2019	1754 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0478	07/30/2019	1755 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1232	07/02/2019	1756 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0479	07/30/2019	1757 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1233	07/02/2019	1758 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0480	07/30/2019	1759 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1234	07/02/2019	1760 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0481	07/30/2019	1761 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1235	07/02/2019	1762 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1236	07/02/2019	1764 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0494	07/30/2019	1764 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0482	07/30/2019	1765 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1237	07/02/2019	1766 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0495	07/30/2019	1766 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0483	07/30/2019	1767 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0496	07/30/2019	1768 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0484	07/30/2019	1769 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0497	07/30/2019	1770 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0485	07/30/2019	1771 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0498	07/30/2019	1772 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1238	07/02/2019	1774 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0499	07/30/2019	1774 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1284	07/02/2019	1775 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0486	07/30/2019	1775 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1239	07/02/2019	1776 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1285	07/02/2019	1777 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0487	07/30/2019	1777 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1240	07/02/2019	1778 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1286	07/02/2019	1779 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0488	07/30/2019	1779 TIMBER RDG

<b>Cert Type</b>	<b>Cert Number</b>	<b>Date Issued</b>	<b>Address Display String</b>
Multi-Family Rental Inspection	CR3617-1241	07/02/2019	1780 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0506	07/30/2019	1780 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1287	07/02/2019	1781 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0489	07/30/2019	1781 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1242	07/02/2019	1782 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0507	07/30/2019	1782 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1288	07/02/2019	1783 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0490	07/30/2019	1783 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0508	07/30/2019	1784 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1289	07/02/2019	1785 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0491	07/30/2019	1785 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1244	07/02/2019	1786 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0509	07/30/2019	1786 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0492	07/30/2019	1787 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1245	07/02/2019	1788 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0510	07/30/2019	1788 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0493	07/30/2019	1789 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0511	07/30/2019	1790 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0512	07/30/2019	1792 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0513	07/30/2019	1794 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1246	07/08/2019	1796 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1247	07/31/2019	1798 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1248	07/02/2019	1800 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0572	07/25/2019	1801 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1249	07/02/2019	1802 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0514	07/25/2019	1802 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0573	07/25/2019	1803 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1250	07/08/2019	1804 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0515	07/25/2019	1804 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0574	07/25/2019	1805 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1251	07/02/2019	1806 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0516	07/25/2019	1806 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0575	07/25/2019	1807 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1252	07/02/2019	1808 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0517	07/25/2019	1808 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0576	07/25/2019	1809 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1253	07/31/2019	1810 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0518	07/25/2019	1810 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0577	07/25/2019	1811 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0519	07/25/2019	1812 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0578	07/25/2019	1813 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0520	07/25/2019	1814 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0579	07/25/2019	1815 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0521	07/25/2019	1816 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0580	07/25/2019	1817 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1254	07/17/2019	1818 MEADOW WOODS BLVD

Cert Type	Cert Number	Date Issued	Address Display String
Multi-Family Rental Inspection	CMFR-19-0581	07/25/2019	1819 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1255	07/02/2019	1820 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1256	07/02/2019	1822 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1257	07/02/2019	1824 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0522	07/25/2019	1824 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1258	07/31/2019	1826 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0523	07/25/2019	1826 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1259	07/02/2019	1828 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0524	07/30/2019	1828 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1260	07/02/2019	1830 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0525	07/30/2019	1830 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0526	07/25/2019	1832 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0527	07/25/2019	1834 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0528	07/25/2019	1836 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1262	07/02/2019	1838 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0529	07/25/2019	1838 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1263	07/02/2019	1840 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1264	07/31/2019	1842 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1265	07/02/2019	1844 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1266	07/02/2019	1846 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0530	07/25/2019	1846 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1267	07/02/2019	1848 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0531	07/25/2019	1848 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1268	07/02/2019	1850 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0532	07/30/2019	1850 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0533	07/25/2019	1852 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0534	07/25/2019	1854 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0535	07/30/2019	1856 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1269	07/02/2019	1858 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0536	07/25/2019	1858 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1270	07/02/2019	1860 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0537	07/25/2019	1860 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0554	07/25/2019	1861 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1271	07/31/2019	1862 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0555	07/25/2019	1863 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1272	07/02/2019	1864 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0556	07/25/2019	1865 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1273	07/02/2019	1866 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0557	07/25/2019	1867 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1274	07/02/2019	1868 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0538	07/25/2019	1868 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0558	07/25/2019	1869 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1275	07/08/2019	1870 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0539	07/25/2019	1870 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0559	07/30/2019	1871 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0540	07/25/2019	1872 TIMBER RDG

Cert Type	Cert Number	Date Issued	Address Display String
Multi-Family Rental Inspection	CMFR-19-0541	07/25/2019	1874 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0542	07/25/2019	1876 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1276	07/08/2019	1878 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0543	07/25/2019	1878 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1277	07/08/2019	1880 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0544	07/25/2019	1880 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1278	07/08/2019	1882 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0545	07/25/2019	1882 TIMBER RDG
Multi-Family Rental Inspection	CR3617-1279	07/08/2019	1884 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1280	07/08/2019	1886 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1281	07/15/2019	1888 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CR3617-1282	07/02/2019	1890 MEADOW WOODS BLVD
Multi-Family Rental Inspection	CMFR-19-0546	07/25/2019	1902 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0547	07/25/2019	1904 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0548	07/25/2019	1906 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0549	07/25/2019	1908 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0550	07/25/2019	1910 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0551	07/25/2019	1912 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0552	07/25/2019	1914 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0553	07/25/2019	1916 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0560	07/25/2019	1921 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0561	07/25/2019	1923 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0614	07/25/2019	1924 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0562	07/25/2019	1925 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0615	07/25/2019	1926 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0563	07/25/2019	1927 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0564	07/25/2019	1928 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0565	07/25/2019	1929 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0566	07/25/2019	1930 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0567	07/26/2019	1931 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0568	07/26/2019	1932 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0569	07/26/2019	1933 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0570	07/26/2019	1934 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0571	07/26/2019	1935 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0616	07/26/2019	1936 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0617	07/26/2019	1938 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0599	07/26/2019	1941 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0600	07/26/2019	1942 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0601	07/26/2019	1943 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0602	07/26/2019	1944 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0603	07/26/2019	1945 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0604	07/26/2019	1946 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0605	07/26/2019	1947 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0606	07/26/2019	1948 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0607	07/26/2019	1949 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0608	07/26/2019	1950 TIMBER RDG



<b>Cert Type</b>	<b>Cert Number</b>	<b>Date Issued</b>	<b>Address Display String</b>
Multi-Family Rental Inspection	CMFR-19-0609	07/26/2019	1951 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0610	07/26/2019	1952 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0611	07/26/2019	1953 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0612	07/26/2019	1954 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0613	07/26/2019	1955 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0618	07/26/2019	1956 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0619	07/26/2019	1964 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0620	07/26/2019	1966 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0621	07/26/2019	1968 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0622	07/26/2019	1970 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0590	07/26/2019	1973 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0591	07/26/2019	1975 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0592	07/26/2019	1977 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0593	07/26/2019	1978 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0594	07/30/2019	1979 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0595	07/26/2019	1980 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0596	07/26/2019	1981 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0597	07/26/2019	1982 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0598	07/26/2019	1983 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0623	07/26/2019	1984 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0624	07/26/2019	1986 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0625	07/26/2019	1988 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0632	07/26/2019	2000 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0633	07/26/2019	2002 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0634	07/26/2019	2004 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0635	07/26/2019	2006 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0636	07/26/2019	2008 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0637	07/30/2019	2010 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0582	07/26/2019	2011 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0638	07/26/2019	2012 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0583	07/26/2019	2013 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0584	07/26/2019	2014 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0585	07/26/2019	2015 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0639	07/26/2019	2016 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0586	07/26/2019	2017 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0587	07/26/2019	2018 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0588	07/26/2019	2019 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0589	07/26/2019	2021 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0626	07/26/2019	2024 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0627	07/30/2019	2026 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0628	07/26/2019	2028 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0629	07/26/2019	2030 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0630	07/26/2019	2032 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0631	07/26/2019	2034 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0640	07/26/2019	2042 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0641	07/26/2019	2044 TIMBER RDG

Cert Type	Cert Number	Date Issued	Address Display String
Multi-Family Rental Inspection	CMFR-19-0642	07/26/2019	2046 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0643	07/26/2019	2048 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0644	07/26/2019	2050 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0645	07/26/2019	2052 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0646	07/26/2019	2054 TIMBER RDG
Multi-Family Rental Inspection	CMFR-19-0647	07/26/2019	2056 TIMBER RDG
Rental 24	CSFR-19-0066	07/02/2019	1012 LEVONA ST
Rental 24	CSFR-19-0471	07/29/2019	1024 W MICHIGAN AVE #3
Rental 24	CSFR-19-0040	07/30/2019	1155 E FOREST
Rental 24	CSFR-19-0450	07/29/2019	1162 LORI ST
Rental 24	CSFR-19-0437	07/29/2019	1196 SHARE AVE
Rental 24	CSFR-19-0140	07/01/2019	1231 CLARITA ST
Rental 24	CSFR-19-0436	07/29/2019	1269 HAWTHORNE AVE
Rental 24	CSFR-19-0382	07/12/2019	1325 COMMONWEALTH AVE
Rental 24	CSFR-18-0988	07/09/2019	1399 CANDLEWOOD LN
Rental 24	CSFR-19-0137	07/17/2019	1430 BUD AVE
Rental 24	CSFR-19-0251	07/10/2019	1471 NASH AVE
Rental 24	CSFR-19-0440	07/31/2019	1500 ANDREA ST
Rental 24	CSFR-19-0362	07/02/2019	1564 PARKWOOD AVE
Rental 24	CSFR-19-0363	07/02/2019	1570 PARKWOOD AVE
Rental 24	CSFR-19-0384	07/25/2019	1583 WISMER ST
Rental 24	CSFR-19-0455	07/23/2019	160 DEVONSHIRE RD
Rental 24	CSFR-19-0361	07/02/2019	1618 PARKWOOD AVE
Rental 24	CSFR-19-0360	07/02/2019	1624 PARKWOOD AVE
Rental 24	CSFR-19-0241	07/12/2019	1633 PHYLLIS ST
Rental 24	CSFR-19-0029	07/09/2019	166 S FORD BLVD
Rental 24	CSFR-19-0444	07/22/2019	1685 WINGATE BLVD
Rental 24	CSFR-19-0419	07/05/2019	2070 WOODALE AVE
Rental 24	CSFR-19-0421	07/03/2019	2090 MOELLER AVE
Rental 24	CSFR-19-0067	07/05/2019	2134 BRADLEY AVE
Rental 24	CSFR-19-0273	07/25/2019	2140 CHEVROLET AVE
Rental 24	CSFR-19-0422	07/15/2019	2159 BOMBER AVE
Rental 24	CSFR-19-0353	07/30/2019	2186 HOLMES RD
Rental 24	CSFR-19-0121	07/19/2019	2334 RAVINEWOOD AVE
Rental 24	CSFR-19-0061	07/25/2019	2335 HOLMES RD
Rental 24	CSFR-18-0901	07/02/2019	2347 PONDEROSA CT
Rental 24	CSFR-19-0498	07/31/2019	255 KIRK ST
Rental 24	CSFR-19-0042	07/23/2019	264 OREGON ST
Rental 24	CSFR-18-0737	07/08/2019	2771 SOUTHLAWN ST
Rental 24	CSFR-19-0244	07/09/2019	373 DEVONSHIRE RD
Rental 24	CSFR-19-0415	07/19/2019	38 DEVONSHIRE RD
Rental 24	CSFR-19-0906	07/29/2019	410 N HARRIS RD
Rental 24	CSFR-19-0268	07/29/2019	481 WOODLAWN AVE
Rental 24	CSFR-19-0529	07/22/2019	538 HOLLIS AVE
Rental 24	CSFR-19-0177	07/25/2019	542 RICE AVE
Rental 24	CSFR-19-0048	07/29/2019	551 E GRAND BLVD

<b>Cert Type</b>	<b>Cert Number</b>	<b>Date Issued</b>	<b>Address Display String</b>
Rental 24	CSFR-19-0413	07/17/2019	552 GREENLAWN ST
Rental 24	CSFR-19-0297	07/22/2019	570 HOLLIS AVE
Rental 24	CSFR-19-0214	07/15/2019	610 BAGLEY AVE
Rental 24	CR24-17-0667	07/27/2019	650 CALDER AVE
Rental 24	CR24-17-0675	07/27/2019	650 EUGENE ST
Rental 24	CSFR-19-0345	07/09/2019	659 CALDER AVE
Rental 24	CSFR-19-0176	07/23/2019	664 BAGLEY AVE
Rental 24	CSFR-19-0399	07/25/2019	7026 LOCHMOOR DR
Rental 24	CSFR-19-0400	07/17/2019	7150 MISSION HILLS DR
Rental 24	CSFR-19-0409	07/15/2019	720 EUGENE ST
Rental 24	CSFR-19-0151	07/12/2019	731 N REDWOOD AVE #1
Rental 24	CSFR-19-0296	07/12/2019	731 N REDWOOD AVE #2
Rental 24	CSFR-19-0315	07/26/2019	7313 BELLE MEADE ST
Rental 24	CSFR-19-0397	07/30/2019	7390 BERMUDA DUNES DR
Rental 24	CSFR-18-0920	07/19/2019	741 HOLMES RD
Rental 24	CSFR-18-0921	07/17/2019	751 HOLMES RD
Rental 24	CSFR-18-0708	07/10/2019	809 CALDER AVE
Rental 24	CSFR-19-0456	07/23/2019	819 YOUNG ST
Rental 24	CSFR-19-0292	07/12/2019	935 CAROL ST

**NEW VACANT BLDG CERTIFICATES  
JULY 2019**

<b>Cert Type</b>	<b>Cert Number</b>	<b>Date Applied</b>	<b>Address Display String</b>
Vacant Residential	CVR-19-0068	07/01/2019	7435 BUNTON RD
Vacant Residential	CVR-19-0069	07/01/2019	7803 HAMPTON CT
Vacant Residential	CVR-19-0070	07/08/2019	1029 ZEPHYR ST
Vacant Residential	CVR-19-0071	07/10/2019	854 MAPLEWOOD AVE #2
Vacant Residential	CVR-19-0072	07/10/2019	854 MAPLEWOOD AVE #1
Vacant Residential	CVR-19-0073	07/11/2019	1354 RUE DEAUVILLE BLVD
Vacant Residential	CVR-19-0074	07/12/2019	1320 CANDLEWOOD LN
Vacant Residential	CVR-19-0075	07/24/2019	975 TYLER RD
Vacant Residential	CVR-19-0076	07/26/2019	1451 JAY AVE
Vacant Residential	CVR-19-0077	07/29/2019	1488 W CHATEAU VERT ST

**OTHER ORDINANCE CERTIFICATES ISSUED  
MAY & JUNE 2019**

<b>Cert Type</b>	<b>Cert Number</b>	<b>Date Issued</b>	<b>Address Display String</b>	<b>Name Occupant</b>
Business Registration	CBR-19-0011	07/24/2019	2236 PACKARD RD	ARBOR DAY SERVICES
Business Registration	CBR-19-0010	07/24/2019	1001 EMERICK	FAMILY DOLLAR #24939
Business Registration	CBR-19-0013	07/26/2019	1030 ECORSE RD	CUPPY'S BEST SOULFUL CAFE
Junk Yard License	CJY-19-0001	07/08/2019	2490 E MICHIGAN AVE	SALAMAY, NABIL
Junk Yard License	CJY-19-0002	07/08/2019	2494 E MICHIGAN AVE	EAST MICHIGAN AVENUE AUTO PARTS LLC
Junk Yard License	CJY-19-0004	07/08/2019	2600 COOLIDGE AVE	A&M AUTO PARTS LLC
Junk Yard License	CJY-19-0008	07/26/2019	2220 E MICHIGAN AVE	FPT YPSI LAND LLC
Liquor	CLQ-19-0009	07/26/2019	5820 STONY CREEK RD	PINEVIEW GOLF COURSE
Liquor	CLQ-19-0015	07/26/2019	1275 S HURON ST (EAGLE CREST)	EAGLE CREST GOLF COURSE (EMU)
Smoking Lounge	CSL-19-01	07/08/2019	624 S HEWITT RD	ENCORE HOOKAH LOUNGE

**NEW CODE ENFORCEMENT CASES FILED  
JULY 2019**

<b>Enforcement Number</b>	<b>Category</b>	<b>Date Filed</b>	<b>Subdivision</b>	<b>Address Display String</b>
EN19-2335	Property Maintenance	07/29/2019	ASPEN CHASE/VILLAS APARTMENTS	2841 BYNAN DR 106
EN19-2198	Solid Waste	07/16/2019	BUD/BLOSSOM AREA	1305 BLOSSOM AVE
EN19-2018	Vegetation	07/03/2019	BUD/BLOSSOM AREA	1312 BLOSSOM AVE
EN19-2021	Vegetation	07/03/2019	BUD/BLOSSOM AREA	1313 BLOSSOM AVE
EN19-2196	Vegetation	07/16/2019	BUD/BLOSSOM AREA	1318 BLOSSOM AVE
EN19-2020	Vegetation	07/03/2019	BUD/BLOSSOM AREA	1335 BLOSSOM AVE
EN19-2327	Vegetation	07/26/2019	BUD/BLOSSOM AREA	1411 BLOSSOM AVE
EN19-2098	Vegetation	07/10/2019	BUD/BLOSSOM AREA	1434 BLOSSOM AVE
EN19-2329	Vegetation	07/26/2019	BUD/BLOSSOM AREA	1434 BLOSSOM AVE
EN19-2102	Solid Waste	07/10/2019	BUD/BLOSSOM AREA	1441 BLOSSOM AVE
EN19-2100	Solid Waste	07/10/2019	BUD/BLOSSOM AREA	1447 BLOSSOM AVE
EN19-2104	Vegetation	07/10/2019	BUD/BLOSSOM AREA	1450 BLOSSOM AVE
EN19-2139	Property Maintenance - Motor Vehicle	07/11/2019	BUD/BLOSSOM AREA	1464 BLOSSOM AVE
EN19-2103	Vegetation	07/10/2019	BUD/BLOSSOM AREA	1464 BLOSSOM AVE
EN19-2099	Vegetation	07/10/2019	BUD/BLOSSOM AREA	1405 BUD AVE
EN19-2292	Parking	07/24/2019	CHESTNUT LAKE APARTMENTS	1298 ELMWOOD DR 40
EN19-2308	Parking	07/24/2019	CHESTNUT LAKE APARTMENTS	1350 ELMWOOD DR 15
EN19-2120	Property Maintenance	07/11/2019	DESCRIPTIVE PROPERTY	1744 GROVE COMPLX
EN19-2030	Vegetation	07/03/2019	GAULT VILLAGE AREA	1034 BORGSTROM AVE
EN19-2315	Vegetation	07/25/2019	GAULT VILLAGE AREA	1149 BORGSTROM AVE
EN19-2072	Solid Waste	07/08/2019	GAULT VILLAGE AREA	1152 BORGSTROM AVE
EN19-2175	Vegetation	07/15/2019	GAULT VILLAGE AREA	1169 BORGSTROM AVE
EN19-2275	Vegetation	07/23/2019	GAULT VILLAGE AREA	1211 CLARITA ST
EN19-2058	Solid Waste	07/08/2019	GAULT VILLAGE AREA	1359 EVELYN AVE
EN19-2280	Solid Waste	07/23/2019	GAULT VILLAGE AREA	1255 GAULT DR
EN19-2276	Solid Waste	07/23/2019	GAULT VILLAGE AREA	1324 GAULT DR
EN19-2269	Property Maintenance	07/23/2019	GAULT VILLAGE AREA	1398 GEORGINA DR
EN19-2013	Vegetation	07/02/2019	GAULT VILLAGE AREA	875 GROVE RD
EN19-2014	Vegetation	07/02/2019	GAULT VILLAGE AREA	879 GROVE RD
EN19-2184	Property Maintenance - Motor Vehicle	07/16/2019	GAULT VILLAGE AREA	1160 GROVE RD
EN19-2060	Parking	07/08/2019	GAULT VILLAGE AREA	1424 S HARRIS RD
EN19-2054	Parking	07/08/2019	GAULT VILLAGE AREA	1434 S HARRIS RD

Enforcement Number	Category	Date Filed	Subdivision	Address Display String
EN19-2016	Multiple	07/03/2019	GAULT VILLAGE AREA	1670 S HARRIS RD
EN19-2251	Solid Waste	07/22/2019	GAULT VILLAGE AREA	1071 HULL AVE
EN19-2357	Vegetation	07/30/2019	GAULT VILLAGE AREA	1080 HULL AVE
EN19-2371	Vegetation	07/31/2019	GAULT VILLAGE AREA	1016 JANET AVE
EN19-2376	Solid Waste	07/31/2019	GAULT VILLAGE AREA	1216 JAY AVE
EN19-2301	Vegetation	07/24/2019	GAULT VILLAGE AREA	1354 JAY AVE
EN19-2323	Vacant Residential House Investigation	07/26/2019	GAULT VILLAGE AREA	1451 JAY AVE
EN19-2374	Multiple	07/31/2019	GAULT VILLAGE AREA	1550 JAY AVE
EN19-2375	Multiple	07/31/2019	GAULT VILLAGE AREA	1570 JAY AVE
EN19-2381	Vegetation	07/31/2019	GAULT VILLAGE AREA	924 JUNEAU RD
EN19-2350	Vegetation	07/30/2019	GAULT VILLAGE AREA	1187 JUNEAU RD
EN19-2249	Vegetation	07/22/2019	GAULT VILLAGE AREA	1185 LESTER AVE
EN19-2352	Multiple	07/30/2019	GAULT VILLAGE AREA	1280 LESTER AVE
EN19-2279	Vegetation	07/23/2019	GAULT VILLAGE AREA	1339 MOLNER CT
EN19-2282	Vegetation	07/23/2019	GAULT VILLAGE AREA	1341 MOLNER CT
EN19-2024	Solid Waste	07/03/2019	GAULT VILLAGE AREA	1347 MOLNER CT
EN19-2055	Solid Waste	07/08/2019	GAULT VILLAGE AREA	1144 SHARE AVE
EN19-2045	Vegetation	07/08/2019	GAULT VILLAGE AREA	1192 SHARE AVE
EN19-2204	Property Maintenance - Motor Vehicle	07/17/2019	HEWITT ROAD AREA	2422 BURNS ST
EN19-2190	Property Maintenance - Motor Vehicle	07/16/2019	HEWITT ROAD AREA	100 N CLUBVIEW DR
EN19-2108	Vegetation	07/10/2019	HEWITT ROAD AREA	231 EDISON AVE
EN19-2097	Vegetation	07/10/2019	HEWITT ROAD AREA	3020 ELLSWORTH RD
EN19-2161	Multiple	07/15/2019	HEWITT ROAD AREA	135 FAIRHILLS DR
EN19-2111	Drainage Complaints	07/10/2019	HEWITT ROAD AREA	65 GREENSIDE ST
EN19-2321	Vegetation	07/26/2019	HEWITT ROAD AREA	1968 HARDING AVE
EN19-2305	Multiple	07/25/2019	HEWITT ROAD AREA	2434 HARDING AVE
EN19-2304	Property Maintenance	07/25/2019	HEWITT ROAD AREA	2446 HARDING AVE
EN19-2348	Vacant Residential House Investigation	07/29/2019	HEWITT ROAD AREA	391 SENATE AVE
EN19-2349	Property Maintenance - Motor Vehicle	07/29/2019	HEWITT ROAD AREA	130 VALLEY DR
EN19-2166	Property Maintenance	07/15/2019	HEWITT ROAD AREA	2290 VALLEY DR
EN19-2170	Multiple	07/15/2019	HOLMES ROAD AREA	1459 BYRON AVE
EN19-2271	Vegetation	07/23/2019	HOLMES ROAD AREA	1220 CANDLEWOOD LN
EN19-2114	Vegetation	07/10/2019	HOLMES ROAD AREA	1399 CANDLEWOOD LN
EN19-2365	Vegetation	07/30/2019	HOLMES ROAD AREA	1411 CANDLEWOOD LN
EN19-2272	Multiple	07/23/2019	HOLMES ROAD AREA	1272 E CLARK RD

Enforcement Number	Category	Date Filed	Subdivision	Address Display String
EN19-2296	Property Maintenance	07/24/2019	HOLMES ROAD AREA	1243 COMMONWEALTH AVE
EN19-2325	Solid Waste	07/26/2019	HOLMES ROAD AREA	1302 COMMONWEALTH AVE
EN19-2050	Multiple	07/08/2019	HOLMES ROAD AREA	1440 DELAWARE AVE
EN19-2132	Vegetation	07/11/2019	HOLMES ROAD AREA	1158 FALL RIVER RD
EN19-2133	Multiple	07/11/2019	HOLMES ROAD AREA	1228 FALL RIVER RD
EN19-2385	Solid Waste	07/31/2019	HOLMES ROAD AREA	1228 FALL RIVER RD
EN19-2044	Solid Waste	07/08/2019	HOLMES ROAD AREA	761 HOLMES RD
EN19-2274	Vegetation	07/23/2019	HOLMES ROAD AREA	1329 HOLMES RD
EN19-2255	Multiple	07/22/2019	HOLMES ROAD AREA	930 HUNTER AVE
EN19-2256	Multiple	07/22/2019	HOLMES ROAD AREA	942 HUNTER AVE
EN19-1997	Vegetation	07/01/2019	HOLMES ROAD AREA	942 HUNTER AVE
EN19-2263	Multiple	07/22/2019	HOLMES ROAD AREA	952 HUNTER AVE
EN19-2262	Multiple	07/22/2019	HOLMES ROAD AREA	1000 HUNTER AVE
EN19-2258	Multiple	07/22/2019	HOLMES ROAD AREA	1010 HUNTER AVE
EN19-2259	Multiple	07/22/2019	HOLMES ROAD AREA	1020 HUNTER AVE
EN19-2257	Multiple	07/22/2019	HOLMES ROAD AREA	1030 HUNTER AVE
EN19-2261	Multiple	07/22/2019	HOLMES ROAD AREA	1042 HUNTER AVE
EN19-2136	Solid Waste	07/11/2019	HOLMES ROAD AREA	1161 HUNTER AVE
EN19-2134	Vegetation	07/11/2019	HOLMES ROAD AREA	1188 HUNTER AVE
EN19-2129	Vegetation	07/11/2019	HOLMES ROAD AREA	1251 HUNTER AVE
EN19-2283	Multiple	07/23/2019	HOLMES ROAD AREA	1323 HUNTER AVE
EN19-2245	Parking	07/22/2019	HOLMES ROAD AREA	1122 LAUREL AVE
EN19-2091	Solid Waste	07/09/2019	HOLMES ROAD AREA	1117 LEXINGTON PKWY
EN19-2195	Solid Waste	07/16/2019	HOLMES ROAD AREA	1117 LEXINGTON PKWY
EN19-2243	Property Maintenance	07/22/2019	HOLMES ROAD AREA	1134 LEXINGTON PKWY
EN19-2270	Solid Waste	07/23/2019	HOLMES ROAD AREA	1140 LEXINGTON PKWY
EN19-2194	Blight	07/16/2019	HOLMES ROAD AREA	1243 LEXINGTON PKWY
EN19-2197	Blight	07/16/2019	HOLMES ROAD AREA	1252 LEXINGTON PKWY
EN19-2210	Vegetation	07/17/2019	HOLMES ROAD AREA	1171 RAMBLING RD
EN19-2209	Vegetation	07/17/2019	HOLMES ROAD AREA	1180 RAMBLING RD
EN19-2147	Solid Waste	07/12/2019	HOLMES ROAD AREA	1325 RAMBLING RD
EN19-2086	Solid Waste	07/09/2019	HOLMES ROAD AREA	1042 REDLEAF LN
EN19-2027	Solid Waste	07/03/2019	HOLMES ROAD AREA	1075 REDLEAF LN
EN19-2069	Vegetation	07/08/2019	HOLMES ROAD AREA	1210 REDLEAF LN
EN19-2205	Vegetation	07/16/2019	HOLMES ROAD AREA	912 N RIVER ST



Enforcement Number	Category	Date Filed	Subdivision	Address Display String
EN19-2112	Basketball Hoop	07/10/2019	HOLMES ROAD AREA	1028 ROWLEY CT
EN19-2183	Solid Waste	07/16/2019	HOLMES ROAD AREA	945 RUE DEAUVILLE BLVD
EN19-2227	Vegetation	07/18/2019	HOLMES ROAD AREA	1435 RUE DEAUVILLE BLVD
EN19-2149	Vegetation	07/12/2019	HOLMES ROAD AREA	1258 RUE WILLETTE BLVD
EN19-2148	Vegetation	07/12/2019	HOLMES ROAD AREA	1381 RUE WILLETTE BLVD
EN19-2222	Solid Waste	07/18/2019	HOLMES ROAD AREA	1131 WENDELL AVE
EN19-2268	Property Maintenance	07/23/2019	HOLMES ROAD AREA	1176 WENDELL AVE
EN19-2087	Vegetation	07/09/2019	HOLMES ROAD AREA	1351 WENDELL AVE
EN19-2277	Solid Waste	07/23/2019	HOLMES ROAD AREA	1361 WENDELL AVE
EN19-2225	Solid Waste	07/18/2019	HOLMES ROAD AREA	1371 WENDELL AVE
EN19-2386	Vegetation	07/31/2019	HOLMES ROAD AREA	1371 WENDELL AVE
EN19-2226	Vegetation	07/18/2019	HOLMES ROAD AREA	1421 WENDELL AVE
EN19-2328	Parking	07/26/2019	HOLMES ROAD AREA	1426 WENDELL AVE
EN19-2152	Blight	07/12/2019	LAKEVIEW AREA	2099 BOMBER AVE
EN19-2151	Blight	07/12/2019	LAKEVIEW AREA	2113 BOMBER AVE
EN19-2300	Vacant Residential House Investigation	07/24/2019	LAKEVIEW AREA	2038 BRADLEY AVE
EN19-2343	Solid Waste	07/29/2019	LAKEVIEW AREA	2043 GEORGE AVE
EN19-2150	Solid Waste	07/12/2019	LAKEVIEW AREA	2237 GEORGE AVE
EN19-2382	Blight	07/31/2019	LAKEVIEW AREA	2214 HARMON ST
EN19-2314	Vegetation	07/25/2019	LAKEVIEW AREA	2217 LAKEVIEW AVE
EN19-2157	Vegetation	07/12/2019	LAKEVIEW AREA	2123 MOELLER AVE
EN19-2089	Multiple	07/09/2019	LAKEVIEW AREA	1770 OUTER LANE DR
EN19-2109	Vegetation	07/10/2019	LAKEVIEW AREA	1907 S PASADENA ST
EN19-2178	Solid Waste	07/15/2019	LAKEVIEW AREA	2200 SHELLY ST
EN19-2354	Zoning	07/30/2019	LAY GARDENS AREA	39 ALLEN RD
EN19-2036	Blight	07/05/2019	LAY GARDENS AREA	114 ALLEN RD
EN19-2355	Parking	07/30/2019	LAY GARDENS AREA	114 ALLEN RD
EN19-2254	Solid Waste	07/22/2019	LAY GARDENS AREA	542 BAGLEY AVE
EN19-2360	Vegetation	07/30/2019	LAY GARDENS AREA	602 BAGLEY AVE
EN19-2176	Vegetation	07/15/2019	LAY GARDENS AREA	618 BAGLEY AVE
EN19-2246	Vegetation	07/22/2019	LAY GARDENS AREA	650 BAGLEY AVE
EN19-2248	Vegetation	07/22/2019	LAY GARDENS AREA	658 BAGLEY AVE
EN19-1996	Multiple	07/01/2019	LAY GARDENS AREA	670 BAGLEY AVE
EN19-2303	Assist General	07/25/2019	LAY GARDENS AREA	144 CAMPBELL AVE
EN19-2309	Vegetation	07/25/2019	LAY GARDENS AREA	1165 E CROSS ST

Enforcement Number	Category	Date Filed	Subdivision	Address Display String
EN19-2075	Vacant Residential House Investigation	07/09/2019	LAY GARDENS AREA	1241 E CROSS ST
EN19-2383	Vegetation	07/31/2019	LAY GARDENS AREA	1241 E CROSS ST
EN19-2363	Vegetation	07/30/2019	LAY GARDENS AREA	137 N FORD BLVD
EN19-2212	Stop Work Order	07/17/2019	LAY GARDENS AREA	144 N FORD BLVD
EN19-2265	Vegetation	07/23/2019	LAY GARDENS AREA	144 N FORD BLVD
EN19-2273	Vegetation	07/23/2019	LAY GARDENS AREA	146 N FORD BLVD
EN19-2286	Vegetation	07/23/2019	LAY GARDENS AREA	162 N FORD BLVD
EN19-2221	Multiple	07/18/2019	LAY GARDENS AREA	1032 E FOREST AVE
EN19-2059	Multiple	07/08/2019	LAY GARDENS AREA	1046 E FOREST AVE
EN19-2052	Vegetation	07/08/2019	LAY GARDENS AREA	1079 E FOREST AVE
EN19-2105	Vegetation	07/10/2019	LAY GARDENS AREA	1369 E FOREST AVE
EN19-2340	Vegetation	07/29/2019	LAY GARDENS AREA	706 E GRAND BLVD
EN19-2339	Vegetation	07/29/2019	LAY GARDENS AREA	709 E GRAND BLVD
EN19-2338	Vegetation	07/29/2019	LAY GARDENS AREA	721 E GRAND BLVD
EN19-2199	Solid Waste	07/16/2019	LAY GARDENS AREA	793 E GRAND BLVD
EN19-2156	Vegetation	07/12/2019	LAY GARDENS AREA	552 N HARRIS RD
EN19-2053	Vegetation	07/08/2019	LAY GARDENS AREA	1646 HOLMES RD
EN19-2092	Multiple	07/09/2019	LAY GARDENS AREA	2186 HOLMES RD
EN19-2242	Property Maintenance	07/22/2019	LAY GARDENS AREA	649 N IVANHOE AVE
EN19-2023	Vegetation	07/03/2019	LAY GARDENS AREA	109 JOHNSON ST
EN19-2040	Blight	07/05/2019	LAY GARDENS AREA	95 LAMAY AVE #1
EN19-2046	Blight	07/08/2019	LAY GARDENS AREA	195 LAMAY AVE
EN19-2368	Assist General	07/31/2019	LAY GARDENS AREA	859 LAMAY AVE
EN19-2336	Vegetation	07/29/2019	LAY GARDENS AREA	1215 E MICHIGAN AVE
EN19-2312	Vegetation	07/25/2019	LAY GARDENS AREA	1335 E MICHIGAN AVE
EN19-2264	Assist General	07/23/2019	LAY GARDENS AREA	125 OUTER LN
EN19-2015	Vegetation	07/02/2019	LAY GARDENS AREA	860 TWIN TOWERS ST
EN19-2311	Property Maintenance	07/25/2019	LAY GARDENS AREA	102 WIARD RD
EN19-2310	Drainage Complaints	07/25/2019	MANUFACTURED HOME PARK	6988 MC KEAN 219
EN19-2188	Zoning	07/16/2019	MANUFACTURED HOME PARK	6988 MC KEAN 0 Offic
EN19-2172	Vegetation	07/15/2019	OAKLAWN/HAWTHORNE AREA	1328 CRESTWOOD AVE
EN19-2145		07/12/2019	OAKLAWN/HAWTHORNE AREA	1382 CRESTWOOD AVE
EN19-1998	Solid Waste	07/01/2019	OAKLAWN/HAWTHORNE AREA	1397 CRESTWOOD AVE
EN19-2342	Solid Waste	07/29/2019	OAKLAWN/HAWTHORNE AREA	1145 DAVIS ST
EN19-2200	Rental - Unregistered	07/16/2019	OAKLAWN/HAWTHORNE AREA	1304 DAVIS ST

Enforcement Number	Category	Date Filed	Subdivision	Address Display String
EN19-2229	Solid Waste	07/18/2019	OAKLAWN/HAWTHORNE AREA	560 DUBIE AVE
EN19-2144	Vegetation	07/12/2019	OAKLAWN/HAWTHORNE AREA	1395 DUNCAN AVE
EN19-2000	Property Maintenance - Motor Vehicle	07/01/2019	OAKLAWN/HAWTHORNE AREA	103 ECORSE RD
EN19-2155	Parking	07/12/2019	OAKLAWN/HAWTHORNE AREA	161 ECORSE RD
EN19-2143	Multiple	07/12/2019	OAKLAWN/HAWTHORNE AREA	623 GLENWOOD AVE
EN19-2318	Property Maintenance - Motor Vehicle	07/25/2019	OAKLAWN/HAWTHORNE AREA	321 GREENLAWN ST
EN19-2192	Vegetation	07/16/2019	OAKLAWN/HAWTHORNE AREA	366 GREENLAWN ST
EN19-2068	Multiple	07/08/2019	OAKLAWN/HAWTHORNE AREA	448 GREENLAWN ST
EN19-2211	Solid Waste	07/17/2019	OAKLAWN/HAWTHORNE AREA	460 GREENLAWN ST
EN19-2028	Vegetation	07/03/2019	OAKLAWN/HAWTHORNE AREA	342 S HARRIS RD
EN19-2224	Vegetation	07/18/2019	OAKLAWN/HAWTHORNE AREA	342 S HARRIS RD
EN19-2331	Vegetation	07/29/2019	OAKLAWN/HAWTHORNE AREA	904 HAWTHORNE AVE
EN19-2057	Solid Waste	07/08/2019	OAKLAWN/HAWTHORNE AREA	559 KENNEDY AVE
EN19-2213	Rental - Unregistered	07/17/2019	OAKLAWN/HAWTHORNE AREA	842 MAPLEWOOD AVE
EN19-2223	Vegetation	07/18/2019	OAKLAWN/HAWTHORNE AREA	510 OAKLAWN AVE
EN19-2107	Vegetation	07/10/2019	OAKLAWN/HAWTHORNE AREA	604 OAKLAWN AVE
EN19-2085	Solid Waste	07/09/2019	OAKLAWN/HAWTHORNE AREA	969 PARKWOOD AVE
EN19-2346	Vegetation	07/29/2019	OAKLAWN/HAWTHORNE AREA	1044 PARKWOOD AVE
EN19-2344	Vegetation	07/29/2019	OAKLAWN/HAWTHORNE AREA	1104 PARKWOOD AVE
EN19-2361	Vegetation	07/30/2019	OAKLAWN/HAWTHORNE AREA	1238 PARKWOOD AVE
EN19-2281	Vegetation	07/23/2019	OAKLAWN/HAWTHORNE AREA	1320 PARKWOOD AVE
EN19-2163	Multiple	07/15/2019	OAKLAWN/HAWTHORNE AREA	650 PINEWOOD ST
EN19-2252	Solid Waste	07/22/2019	OAKLAWN/HAWTHORNE AREA	537 ROSEWOOD AVE
EN19-2320	Parking	07/26/2019	OAKLAWN/HAWTHORNE AREA	807 TYLER RD
EN19-2123	Vegetation	07/11/2019	OAKLAWN/HAWTHORNE AREA	941 TYLER RD
EN19-2379	Multiple	07/31/2019	OAKLAWN/HAWTHORNE AREA	959 TYLER RD
EN19-2380	Vegetation	07/31/2019	OAKLAWN/HAWTHORNE AREA	541 WOODLAWN AVE
EN19-1999	Basketball Hoop	07/01/2019	OAKLAWN/HAWTHORNE AREA	561 WOODLAWN AVE
EN19-2076	Zoning	07/09/2019	SCHOONER COVE	8542 SPINNAKER WAY
EN19-2039	Solid Waste	07/05/2019	SOUTH DISTRICT	5223 APPLEWOOD DR
EN19-2231	Property Maintenance	07/18/2019	SOUTH DISTRICT	7390 BERMUDA DUNES DR
EN19-2241	Solid Waste	07/22/2019	SOUTH DISTRICT	7415 BERMUDA DUNES DR
EN19-2228	Property Maintenance	07/18/2019	SOUTH DISTRICT	7878 BERWICK DR
EN19-2127	Solid Waste	07/11/2019	SOUTH DISTRICT	5668 BIG PINE DR
EN19-2238	Vegetation	07/19/2019	SOUTH DISTRICT	7992 BRIARBROOK DR

Enforcement Number	Category	Date Filed	Subdivision	Address Display String
EN19-2011	Multiple	07/02/2019	SOUTH DISTRICT	6280 BUNTON RD
EN19-2141	Vegetation	07/11/2019	SOUTH DISTRICT	7086 COPPER CREEK CT
EN19-2140	Vegetation	07/11/2019	SOUTH DISTRICT	7131 COPPER CREEK CT
EN19-2088	Property Maintenance	07/09/2019	SOUTH DISTRICT	7208 DAISEY LN
EN19-2373	Vegetation	07/31/2019	SOUTH DISTRICT	7208 DAISEY LN
EN19-2307	Parking	07/24/2019	SOUTH DISTRICT	9563 FALMOUTH DR
EN19-2267	Vegetation	07/23/2019	SOUTH DISTRICT	6675 HITCHINGHAM RD
EN19-2253	Solid Waste	07/22/2019	SOUTH DISTRICT	7027 HOGAN DR
EN19-2116	Property Maintenance	07/11/2019	SOUTH DISTRICT	7058 HOGAN DR
EN19-2049	Property Maintenance	07/08/2019	SOUTH DISTRICT	7108 HOMESTEAD RD
EN19-2288	Property Maintenance	07/24/2019	SOUTH DISTRICT	5500 HUBBARD AVE
EN19-2179	Property Maintenance	07/15/2019	SOUTH DISTRICT	5809 HUNTINGTON DR
EN19-2369	Assist General	07/31/2019	SOUTH DISTRICT	7200 S HURON RIVER DR
EN19-2096	Solid Waste	07/10/2019	SOUTH DISTRICT	7200 S HURON RIVER DR
EN19-2137	Vegetation	07/11/2019	SOUTH DISTRICT	7200 S HURON RIVER DR
EN19-2130	Solid Waste	07/11/2019	SOUTH DISTRICT	6271 S IVANHOE AVE
EN19-2162	Vegetation	07/15/2019	SOUTH DISTRICT	9661 LANDSDOWNE LN
EN19-2037	Vegetation	07/05/2019	SOUTH DISTRICT	7279 LOCHMOOR DR
EN19-2010	Vegetation	07/02/2019	South District	6237 MAPLEHURST DR
EN19-2095	Assist Other Agency	07/10/2019	SOUTH DISTRICT	6848 MAPLELAWN DR
EN19-2160	Multiple	07/12/2019	SOUTH DISTRICT	7416 MAPLELAWN DR
EN19-2135	Vegetation	07/11/2019	SOUTH DISTRICT	5765 NEW MEADOW DR
EN19-1993	Vegetation	07/01/2019	SOUTH DISTRICT	9102 PARKLAND DR
EN19-2019	Blight	07/03/2019	SOUTH DISTRICT	8810 PRAIRIE ST
EN19-2167	Solid Waste	07/15/2019	SOUTH DISTRICT	7214 RACHEL DR
EN19-2131	Property Maintenance	07/11/2019	SOUTH DISTRICT	7834 RAIN TREE DR
EN19-2043	Assist Other Agency	07/08/2019	SOUTH DISTRICT	7474 RED BIRD DR
EN19-2237	Solid Waste	07/19/2019	SOUTH DISTRICT	7306 ROYAL TROON DR
EN19-2090	Solid Waste	07/09/2019	SOUTH DISTRICT	7331 SPY GLASS LN
EN19-2244	Vegetation	07/22/2019	SOUTH DISTRICT	6117 STONY CREEK RD
EN19-2074	Vegetation	07/09/2019	SOUTH DISTRICT	7995 STONY CREEK RD
EN19-2289	Vegetation	07/24/2019	SOUTH DISTRICT	7995 STONY CREEK RD
EN19-2146	Property Maintenance	07/12/2019	SOUTH DISTRICT	7283 STREAMWOOD DR
EN19-2333	Property Maintenance	07/29/2019	SOUTH DISTRICT	8780 TAMARACK LN
EN19-2353	Property Maintenance	07/30/2019	SOUTH DISTRICT	9719 TEXTILE RD

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EN19-2041	Vacant Residential House Investigation	07/05/2019	SOUTH DISTRICT	9719 TEXTILE RD
EN19-2216	Solid Waste	07/17/2019	SOUTH DISTRICT	7899 THORNHILL DR
EN19-2034	Vegetation	07/05/2019	SOUTH DISTRICT	7752 TROTTERS PARK ST
EN19-2215	Blight - Fire	07/17/2019	SOUTH DISTRICT	7799 TROTTERS PARK ST
EN19-2032	Vegetation	07/05/2019	SOUTH DISTRICT	7976 VALLEYVIEW DR
EN19-2347	Solid Waste	07/29/2019	SOUTH DISTRICT	9575 WELLINGTON CT
EN19-2387	Property Maintenance	07/31/2019	SOUTH DISTRICT	7134 WELLINGTON LN
EN19-2051	Vegetation	07/08/2019	SOUTH DISTRICT	7393 WELLINGTON LN
EN19-2250	Vegetation	07/22/2019	SOUTH DISTRICT	7393 WELLINGTON LN
EN19-2038	Vegetation	07/05/2019	SOUTH DISTRICT	5436 WHITTAKER RD
EN19-2218	Vegetation	07/18/2019	SOUTH DISTRICT	6170 WHITTAKER RD
EN19-2029	Property Maintenance	07/03/2019	SOUTH DISTRICT	6196 WHITTAKER RD
EN19-2035	Blight	07/05/2019	SOUTH DISTRICT	6220 WHITTAKER RD
EN19-1995	Solid Waste	07/01/2019	SOUTH DISTRICT	7859 WHITTAKER RD
EN19-2171	Vegetation	07/15/2019	SOUTH DISTRICT	7970 WHITTAKER RD
EN19-2153	Solid Waste	07/12/2019	SOUTH DISTRICT	2084 WHITTAKER BLDG G
EN19-2319	Vegetation	07/25/2019	SOUTH DISTRICT	7875 WINTERFIELD DR
EN19-2025	Property Maintenance	07/03/2019	SOUTH DISTRICT	9790 WOODLAND CT
EN19-2159	Vegetation	07/12/2019	STEVENS PARK AREA	173 ELDER ST
EN19-2110	Blight	07/10/2019	STEVENS PARK AREA	425 ELDER ST
EN19-2119	Vacant Residential House Investigation	07/11/2019	STEVENS PARK AREA	428 ELDER ST
EN19-2306	Zoning	07/24/2019	STEVENS PARK AREA	287 KIRK ST
EN19-2101	Vegetation	07/10/2019	STEVENS PARK AREA	276 TAFT AVE
EN19-2033	Vegetation	07/05/2019	STEVENS PARK AREA	277 TAFT AVE
EN19-2291	Property Maintenance	07/24/2019	STEVENS PARK AREA	204 S WALLACE BLVD
EN19-2124	Vegetation	07/11/2019	SUGARBROOK AREA	1322 ANDREA ST
EN19-2169	Solid Waste	07/15/2019	SUGARBROOK AREA	1377 ANDREA ST
EN19-2168	Solid Waste	07/15/2019	SUGARBROOK AREA	1382 ANDREA ST
EN19-2122	Vegetation	07/11/2019	SUGARBROOK AREA	1392 ANDREA ST
EN19-2181	Multiple	07/15/2019	SUGARBROOK AREA	1423 ANDREA ST
EN19-2164	Property Maintenance	07/15/2019	SUGARBROOK AREA	1423 ANDREA ST
EN19-2260	Vegetation	07/22/2019	SUGARBROOK AREA	1500 ANDREA ST
EN19-2356	Blight	07/30/2019	SUGARBROOK AREA	1577 ANDREA ST
EN19-2378	Vegetation	07/31/2019	SUGARBROOK AREA	1681 CONWAY ST
EN19-2313	Vegetation	07/25/2019	SUGARBROOK AREA	1792 DOROTHY ST

Enforcement Number	Category	Date Filed	Subdivision	Address Display String
EN19-2128	Property Maintenance - Motor Vehicle	07/11/2019	SUGARBROOK AREA	1663 GROVE RD
EN19-2126	Solid Waste	07/11/2019	SUGARBROOK AREA	1540 HARRY ST
EN19-1994	Multiple	07/01/2019	SUGARBROOK AREA	1556 HARRY ST
EN19-2217	Property Maintenance	07/17/2019	SUGARBROOK AREA	1541 MOLLIE ST
EN19-2073	Zoning	07/09/2019	SUGARBROOK AREA	1591 MOLLIE ST
EN19-2359	Property Maintenance - Motor Vehicle	07/30/2019	SUGARBROOK AREA	1592 MOLLIE ST
EN19-2142	Vegetation	07/12/2019	SUGARBROOK AREA	1592 MOLLIE ST
EN19-2372	Multiple	07/31/2019	SUGARBROOK AREA	1560 WISMER ST
EN19-2377	Vegetation	07/31/2019	SUGARBROOK AREA	1583 WISMER ST
EN19-2220	Blight	07/18/2019	SUGARBROOK AREA	1624 WISMER ST
EN19-2330	Property Maintenance	07/29/2019	THURSTON AREA	112 DEVONSHIRE RD
EN19-2158	Multiple	07/12/2019	THURSTON AREA	205 S HARRIS RD
EN19-2154	Vegetation	07/12/2019	THURSTON AREA	247 S HARRIS RD
EN19-2233	Property Maintenance - Motor Vehicle	07/18/2019	THURSTON AREA	178 KANSAS AVE
EN19-2332	Property Maintenance	07/29/2019	THURSTON AREA	220 KANSAS AVE
EN19-2284	Multiple	07/23/2019	THURSTON AREA	363 KANSAS AVE
EN19-2117	Solid Waste	07/11/2019	THURSTON AREA	15 OHIO ST
EN19-2012	Zoning	07/02/2019	THURSTON AREA	30 OHIO ST
EN19-2278	Solid Waste	07/23/2019	THURSTON AREA	189 OHIO ST
EN19-2174	Zoning	07/15/2019	THURSTON AREA	124 OREGON ST
EN19-2358	Multiple	07/30/2019	THURSTON AREA	130 OREGON ST
EN19-2247	Vegetation	07/22/2019	THURSTON AREA	178 OREGON ST
EN19-2324	Multiple	07/26/2019	THURSTON AREA	1550 RUSSELL ST
EN19-2193	Basketball Hoop	07/16/2019	WEST WILLOW	2379 BRIARDALE CT
EN19-2009	Property Maintenance	07/02/2019	WEST WILLOW	1028 BUICK AVE
EN19-2366	Solid Waste	07/30/2019	WEST WILLOW	1089 BUICK AVE
EN19-2317	Multiple	07/25/2019	WEST WILLOW	650 CALDER AVE
EN19-2084	Vegetation	07/09/2019	WEST WILLOW	679 CALDER AVE
EN19-2047	Blight	07/08/2019	WEST WILLOW	779 CALDER AVE
EN19-2125	Vegetation	07/11/2019	WEST WILLOW	819 CALDER AVE
EN19-2206	Solid Waste	07/17/2019	WEST WILLOW	2341 CEDARCLIFF AVE
EN19-2208	Property Maintenance	07/17/2019	WEST WILLOW	2396 CEDARCLIFF AVE
EN19-2367	Property Maintenance - Motor Vehicle	07/30/2019	West Willow	2174 CHEVROLET AVE
EN19-2351	Vegetation	07/30/2019	WEST WILLOW	508 DESOTO AVE
EN19-2341	Vegetation	07/29/2019	WEST WILLOW	622 DESOTO AVE

Enforcement Number	Category	Date Filed	Subdivision	Address Display String
EN19-2070	Solid Waste	07/08/2019	WEST WILLOW	865 DESOTO AVE
EN19-2177	Vegetation	07/15/2019	WEST WILLOW	942 DESOTO AVE
EN19-2003	Solid Waste	07/01/2019	WEST WILLOW	993 DESOTO AVE
EN19-2042	Property Maintenance	07/08/2019	WEST WILLOW	1080 DESOTO AVE
EN19-2294	Vegetation	07/24/2019	WEST WILLOW	1221 DESOTO AVE
EN19-2326	Parking	07/26/2019	WEST WILLOW	1376 DESOTO AVE
EN19-2203	Zoning	07/17/2019	West Willow	1405 DESOTO AVE
EN19-2202	Zoning	07/17/2019	WEST WILLOW	1406 DESOTO AVE
EN19-2388	Vegetation	07/31/2019	WEST WILLOW	709 DORSET AVE
EN19-2062	Blight	07/08/2019	West Willow	1915 EILEEN AVE
EN19-2364	Parking	07/30/2019	WEST WILLOW	819 EUGENE ST
EN19-2138	Blight	07/11/2019	WEST WILLOW	679 FOX AVE
EN19-2322	Vacant Residential House Investigation	07/26/2019	WEST WILLOW	839 GATES AVE
EN19-2005	Vegetation	07/01/2019	WEST WILLOW	551 HUDSON ST
EN19-2298	Vegetation	07/24/2019	West Willow	1334 JEFF ST
EN19-2384	Vegetation	07/31/2019	West Willow	1342 JEFF ST
EN19-2214	Zoning	07/17/2019	WEST WILLOW	1958 MARY CATHERINE ST
EN19-2001	Solid Waste	07/01/2019	WEST WILLOW	523 NASH AVE
EN19-2004	Solid Waste	07/01/2019	WEST WILLOW	600 NASH AVE
EN19-2007	Solid Waste	07/01/2019	WEST WILLOW	643 NASH AVE
EN19-2056	Blight - Fire	07/08/2019	WEST WILLOW	1074 NASH AVE
EN19-2063	Blight - Fire	07/08/2019	WEST WILLOW	1075 NASH AVE
EN19-2370	Blight - Fire	07/31/2019	WEST WILLOW	1175 NASH AVE
EN19-2118	Property Maintenance	07/12/2019	West Willow	1386 NASH AVE
EN19-2006	Solid Waste	07/01/2019	West Willow	1436 NASH AVE
EN19-2302	Assist Attorney	07/25/2019	WEST WILLOW	677 ONANDAGA AVE
EN19-2008	Solid Waste	07/01/2019	West Willow	661 OSWEGO AVE
EN19-2071	Solid Waste	07/08/2019	West Willow	676 OSWEGO AVE
EN19-2287	Solid Waste	07/23/2019	West Willow	770 OSWEGO AVE
EN19-2065	Multiple	07/08/2019	WEST WILLOW	2358 PONDEROSA CT
EN19-2066	Vegetation	07/08/2019	WEST WILLOW	2359 PONDEROSA CT
EN19-2067	Multiple	07/08/2019	WEST WILLOW	2382 PONDEROSA CT
EN19-2002	Vegetation	07/01/2019	WEST WILLOW	1008 STUDEBAKER AVE
EN19-2191	Property Maintenance	07/16/2019	West Willow	2342 SUNNYGLEN AVE
EN19-2082	Vegetation	07/09/2019	West Willow	1756 TYLER RD

Enforcement Number	Category	Date Filed	Subdivision	Address Display String
EN19-2081	Vegetation	07/09/2019	WEST WILLOW	1769 TYLER RD
EN19-2080	Vegetation	07/09/2019	WEST WILLOW	1809 TYLER RD
EN19-2083	Vegetation	07/09/2019	West Willow	1812 TYLER RD
EN19-2031	Property Maintenance	07/03/2019	WEST WILLOW	2345 TYLER RD
EN19-2345	Solid Waste	07/29/2019	WEST WILLOW	1204 WOODGLEN AVE
EN19-2079	Vegetation	07/09/2019	WEST WILLOW	1005 ZEPHYR ST
EN19-2235	Property Maintenance	07/19/2019	WESTLAWN AREA	473 BERGEN AVE
EN19-2115	Vegetation	07/11/2019	WESTLAWN AREA	2382 COLLEGEWOOD DR
EN19-2094	Vegetation	07/09/2019	WESTLAWN AREA	2610 COLLEGEWOOD DR
EN19-2093	Vegetation	07/09/2019	WESTLAWN AREA	2620 COLLEGEWOOD DR
EN19-2077	Vacant Residential House Investigation	07/09/2019	WESTLAWN AREA	413 N HEWITT RD
EN19-2290	Multiple	07/24/2019	WESTLAWN AREA	2928 NORTHLAWN AVE
EN19-2362	Property Maintenance - Motor Vehicle	07/30/2019	WESTLAWN AREA	448 RICE AVE
EN19-2232	Blight	07/18/2019	WESTLAWN AREA	2510 SOUTHLAWN ST
EN19-2230	Solid Waste	07/18/2019	WESTLAWN AREA	2510 SOUTHLAWN ST
EN19-2240	Property Maintenance	07/19/2019	WESTLAWN AREA	2333 WASHTENAW RD
EN19-2180	Multiple	07/15/2019		9070 CHARLOTTE CT BLDG 1
EN19-2173	Vegetation	07/15/2019		1162 COLEMAN ST
EN19-2337	Property Maintenance	07/29/2019		862 ECORSE RD
EN19-2219	Vegetation	07/18/2019		1075 EMERICK ST
EN19-2061	Vegetation	07/08/2019		162 S FORD BLVD
EN19-2064	Vegetation	07/08/2019		166 S FORD BLVD
EN19-2299	Vegetation	07/24/2019		209 S FORD BLVD
EN19-2022	Property Maintenance	07/03/2019		233 S FORD BLVD
EN19-2048	Multiple	07/08/2019		110 S HARRIS RD
EN19-2293	Assist Attorney	07/24/2019		265 S HARRIS RD #A
EN19-2106	Solid Waste	07/10/2019		1521 HOLMES RD
EN19-2316	Property Maintenance	07/25/2019		1595 HOLMES RD
EN19-2113	Property Maintenance	07/10/2019		1767 S HURON ST
EN19-2165	Zoning	07/15/2019		244 JOE HALL DR
EN19-2334	Property Maintenance	07/29/2019		2126 LAKEVIEW DR 198
EN19-2207	Property Maintenance	07/17/2019		1650 E LAUREL BAY DR
EN19-2121	Assist General	07/11/2019		1734 W LAUREL BAY DR
EN19-2285	Property Maintenance	07/23/2019		817 E MICHIGAN AVE
EN19-2266	Littering	07/23/2019		953 E MICHIGAN AVE



<b>Enforcement Number</b>	<b>Category</b>	<b>Date Filed</b>	<b>Subdivision</b>	<b>Address Display String</b>
EN19-2295	Zoning	07/24/2019		1050 E MICHIGAN AVE
EN19-2078	Zoning	07/09/2019		2805 E MICHIGAN AVE
EN19-2182	Vegetation	07/15/2019		2839 E MICHIGAN AVE
EN19-2234	Rental - Unregistered	07/19/2019		4785 MUNGER RD
EN19-2236	Rental - Unregistered	07/19/2019		4785 MUNGER RD
EN19-2026	Vegetation	07/03/2019		181 OREGON ST
EN19-2017	Vegetation	07/03/2019		2955 PACKARD RD
EN19-2297	Property Maintenance	07/24/2019		1418 S SHARE AVE 206
EN19-2185	Vegetation	07/16/2019		2169 WASHTENAW RD
EN19-2187	Vegetation	07/16/2019		2649 WASHTENAW RD
EN19-2189	Zoning	07/16/2019		2720 WASHTENAW RD
EN19-2186	Vegetation	07/16/2019		2789 WASHTENAW RD
EN19-2201	Vegetation	07/17/2019		2835 WASHTENAW RD



# 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](mailto:sheriffinfo@ewashtenaw.org)

MARK A. PTASZEK  
UNDERSHERIFF

**To:** Brenda Stumbo, Ypsilanti Township Supervisor  
**From:** Nancy Hansen, Police Services Lieutenant  
**Cc:** Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board  
Chad Teets, WCSO Police Services Commander  
**Date:** August 12, 2019  
**Re:** July 2019 Police Services Monthly Report

## SUMMARY:

In July 2019, there were 3907 calls for service in Ypsilanti Township. A 2% decrease in calls for service as compared to July 2018.

## OPERATIONS

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

One area of concern during July was the increase of stolen vehicles, several of which were the result of spare keys being left in the 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, including the vehicle if the spare keys are found. A locked vehicle is the best deterrent with no spare keys being left inside of the vehicle.***

Another increase from July 2019 compared to July 2018 was the increase in home invasions, overall an 89% increase. Surveillance cameras both indoor and outdoor can help to deter these crimes or assist law enforcement in identifying the perpetrators. If you plan on being gone for a period of time sign your house up for house checks. The house watch form can be found at:

<https://www.washtenaw.org/1743/House-Watch>

Another area of concern is the number of impaired driving arrests that were made. Impaired driving can be deadly. A driver is considered alcohol-impaired with a blood alcohol concentration (BAC) of .08 or higher, but even a small amount of alcohol can impair judgment and reaction times enough to make driving unsafe. Drugs such as many prescription medications, marijuana or illicit drugs can also lead to impairment and unsafe driving leading to an Operating While Intoxicated.

There are so many options to get home safely instead of driving impaired. Have a designated a sober driver, utilize a taxi or public transportation, and use one of the ride-sharing apps (Uber or Lyft). In today's world of technology it is very easy to get in touch with a loved one that would enjoy getting you home safely. There is no excuse for impaired driving.

## 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. From a year to date perspective, comparing 2019 to the same period in 2018, you can see our juvenile offenses and complaints are down 54%.

### **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.

For any violent crime tips related to guns, gang activity or violence in general please call 734-661-9034.

### **NIXLE**

As a reminder for residents they can sign up for “Up-to-the-minute updates” from the Washtenaw County Sheriff’s Office by email or cell phone at [www.nixle.com](http://www.nixle.com)

### **NEW FACES**

The Sheriff’s Office is hiring! 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.



# YPSILANTI TOWNSHIP MONTHLY POLICE SERVICES DATA

## July 2019

JERRY L. CLAYTON  
SHERIFF

Incidents	Month 2019	Month 2018	% Change	YTD 2019	YTD 2018	% Change
Traffic Stops	974	748	30%	5661	5942	-5%
Citations	452	591	-24%	3167	3766	-16%
Drunk Driving (OWI)	19	7	171%	63	45	40%
Drugged Driving (OUID)	5	3	67%	33	38	-13%
Calls for Service Total	3907	3985	-2%	23654	25083	-6%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	2527	2862	-12%	15454	16443	-6%
Robberies	6	4	50%	31	21	48%
Assaultive Crimes	93	85	9%	515	460	12%
Home Invasions	17	9	89%	78	71	10%
Breaking and Entering's	8	6	33%	29	28	4%
Larcenies	69	77	-10%	386	294	31%
Vehicle Thefts	9	7	29%	60	48	25%
Traffic Crashes	92	97	-5%	634	651	-3%
Medical Assists	69	55	25%	431	411	5%
Animal Complaints <i>(ACO Response)</i>	50	50	0%	307	272	13%
<b>In/Out of Area Time</b>	<b>Month</b>	<b>YTD</b>	+ = Positive Change - = Negative Change			
	<i>(minutes)</i>	<i>(minutes)</i>				
Into Area Time	3964	11293				
Out of Area Time	8090	26927				
Investigative Ops (DB)	52930	192788				
Secondary Road Patrol	896	3741				
County Wide	904	4715				
	<b>Hours Accum.</b>	<b>Hours Used</b>	<b>Balance</b>			
Banked Hours						

Report Date / Time: 8/13/2019 01:49 PM

Period 07/01/2019 Thru 07/31/2019

For City: YPT

### MONTHLY SUMMARY OF OFFENSES

CLASS	Description	All offenses that were Attempted or Completed						ARRESTS					
		All offenses that were Attempted or Completed			All offenses that were Attempted or Completed			ADULT		JUV		Totals	
		Jul/2019	Jul/2018	% CHG	YTD 2019	YTD 2018	% CHG	Jul/2019	YTD	Jul/2019	YTD	Jul	YTD
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNT	1	1	0%	1	2	-50.0%	0	0	0	0	0	0
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTA	0	0	0%	0	1	-100.0%	0	0	0	0	0	0
10001	KIDNAPPING/ABDUCTION	1	0	0%	2	3	-33.3%	1	1	0	0	1	1
10002	PARENTAL KIDNAPPING	1	0	0%	2	0	0%	0	0	0	0	0	0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC IST DEG	2	2	0%	23	18	27.8%	0	2	0	0	0	2
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DE	1	0	0%	4	3	33.3%	0	0	0	0	0	0
11003	SEXUAL PENETRATION ORAL/ANAL -CSC IST DEGRE	2	0	0%	6	2	200.0%	0	1	0	0	0	1
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGRE	0	0	0%	1	0	0%	0	0	0	0	0	0
11005	SEXUAL PENETRATION OBJECT -CSC IST DEGREE	0	0	0%	1	1	0%	0	0	0	0	0	0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%	1	1	0%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	1	-100.0%	8	6	33.3%	0	0	0	0	0	0
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	3	1	200.0%	7	9	-22.2%	0	1	0	0	0	1
12000	ROBBERY	6	4	50.0%	31	21	47.6%	0	1	3	7	3	8
13001	NONAGGRAVATED ASSAULT	43	50	-14.0%	281	278	1.1%	14	95	0	0	14	95
13002	AGGRAVATED/FELONIOUS ASSAULT	33	31	6.5%	175	149	17.4%	12	64	0	1	12	65
13003	INTIMIDATION/STALKING	9	3	200.0%	47	27	74.1%	2	6	0	0	2	6
20000	ARSON	1	1	0%	2	3	-33.3%	0	2	0	0	0	2
21000	EXTORTION	0	1	-100.0%	1	1	0%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	23	16	43.8%	89	84	6.0%	6	13	0	0	6	13
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commi	2	2	0%	18	18	0%	0	3	0	0	0	3
23001	LARCENY -POCKETPICKING	0	0	0%	1	0	0%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	0	0	0%	1	1	0%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	14	13	7.7%	81	78	3.8%	0	3	0	0	0	3
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/	0	0	0%	12	0	0%	0	0	0	0	0	0
23005	LARCENY -THEFT FROM MOTOR VEHICLE	44	60	-26.7%	196	159	23.3%	0	2	0	1	0	3
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCE	2	1	100.0%	30	14	114.3%	0	0	0	0	0	0
23007	LARCENY -OTHER	9	3	200.0%	63	42	50.0%	0	2	0	0	0	2
24001	MOTOR VEHICLE THEFT	9	8	12.5%	62	50	24.0%	0	3	0	2	0	5
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	3	2	50.0%	16	7	128.6%	1	8	0	1	1	9
24003	MOTOR VEHICLE FRAUD	0	0	0%	1	0	0%	0	0	0	0	0	0
25000	FORGERY/COUNTERFEITING	2	2	0%	14	21	-33.3%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE G	9	12	-25.0%	50	66	-24.2%	0	0	0	0	0	0

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For City: YPT

### MONTHLY SUMMARY OF OFFENSES

CLASS	Description	All offenses that were Attempted or Completed						ARRESTS					
								ADULT		JUV		Totals	
		Jul/2019	Jul/2018	% CHG	YTD 2019	YTD 2018	% CHG	Jul/2019	YTD	Jul/2019	YTD	Jul	YTD
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	14	13	7.7%	54	58	-6.9%	1	3	0	0	1	3
26005	FRAUD -WIRE FRAUD	1	1	0%	7	5	40.0%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	3	4	-25.0%	32	76	-57.9%	0	2	0	0	0	2
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	0%	1	0	0%	0	0	0	0	0	0
27000	EMBEZZLEMENT	1	2	-50.0%	9	8	12.5%	0	2	0	0	0	2
28000	STOLEN PROPERTY	9	2	350.0%	18	12	50.0%	6	9	2	3	8	12
29000	DAMAGE TO PROPERTY	35	29	20.7%	180	158	13.9%	1	7	0	0	1	7
30001	RETAIL FRAUD -MISREPRESENTATION	0	1	-100.0%	5	8	-37.5%	0	1	0	0	0	1
30002	RETAIL FRAUD -THEFT	11	5	120.0%	68	93	-26.9%	1	6	0	0	1	6
30003	RETAIL FRAUD -REFUND/EXCHANGE	1	0	0%	1	1	0%	0	0	0	0	0	0
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	7	16	-56.3%	36	106	-66.0%	3	18	0	0	3	18
35002	NARCOTIC EQUIPMENT VIOLATIONS	3	6	-50.0%	14	38	-63.2%	1	6	0	0	1	6
36002	SEXUAL PENETRATION NONFORCIBLE -OTHER	0	0	0%	0	1	-100.0%	0	0	0	0	0	0
37000	OBSCENITY	0	1	-100.0%	1	2	-50.0%	0	0	0	0	0	0
40001	COMMERCIALIZED SEX -PROSTITUTION	0	0	0%	0	1	-100.0%	0	0	0	0	0	0
40002	COMMERCIALIZED SEX -ASSISTING/PROMOTING PR	0	0	0%	0	1	-100.0%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	7	6	16.7%	17	27	-37.0%	4	7	0	0	4	7
52003	WEAPONS OFFENSE -OTHER	5	0	0%	14	4	250.0%	0	0	0	0	0	0
72000	ANIMAL CRUELTY	0	1	-100.0%	5	4	25.0%	0	1	0	0	0	1
<b>Group A Totals</b>		<b>317</b>	<b>301</b>	<b>5.3%</b>	<b>1689</b>	<b>1668</b>	<b>0.01</b>	<b>53</b>	<b>269</b>	<b>5</b>	<b>15</b>	<b>58</b>	<b>284</b>
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	1	-100.0%	6	6	0%	0	0	0	0	0	0
26006	FRAUD -BAD CHECKS	2	1	100.0%	9	8	12.5%	0	0	0	0	0	0
36004	SEX OFFENSE -OTHER	1	0	0%	5	3	66.7%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	2	5	-60.0%	24	23	4.3%	0	1	0	0	0	1
38003	FAMILY -OTHER	0	0	0%	0	1	-100.0%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	2	2	0%	6	18	-66.7%	1	3	0	0	1	3
42000	DRUNKENNESS	0	0	0%	1	0	0%	0	1	0	0	0	1
48000	OBSTRUCTING POLICE	17	13	30.8%	63	68	-7.4%	2	12	0	1	2	13
49000	ESCAPE/FLIGHT	0	0	0%	2	1	100.0%	0	0	0	0	0	0
50000	OBSTRUCTING JUSTICE	14	31	-54.8%	97	101	-4.0%	6	19	0	0	6	19
53001	DISORDERLY CONDUCT	2	2	0%	13	13	0%	2	4	0	0	2	4
53002	PUBLIC PEACE -OTHER	0	0	0%	2	1	100.0%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	3	5	-40.0%	32	33	-3.0%	0	1	0	0	0	1

Washtenaw Co Sheriff

ORI: MI8118100

Report: CLEAR-065

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Period 07/01/2019 Thru 07/31/2019

For City: YPT

### MONTHLY SUMMARY OF OFFENSES

CLASS	Description	All offenses that were Attempted or Completed						ARRESTS					
		Jul/2019			Jul/2018			ADULT		JUV		Totals	
		Jul/2019	YTD	% CHG	Jul/2019	YTD	% CHG	Jul/2019	YTD	Jul/2019	YTD	Jul	YTD
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR	24	124	9.1%	22	137	-9.5%	17	101	0	0	17	101
55000	HEALTH AND SAFETY	0	17	-100.0%	3	15	13.3%	0	2	0	0	0	2
57001	TRESPASS	1	6	-75.0%	4	23	-73.9%	0	3	0	0	0	3
57002	INVASION OF PRIVACY -OTHER	0	0	0%	0	1	-100.0%	0	0	0	0	0	0
58000	SMUGGLING	0	2	0%	0	0	0%	0	0	0	0	0	0
63000	VAGRANCY	0	0	0%	0	1	-100.0%	0	0	0	0	0	0
70000	JUVENILE RUNAWAY	7	37	40.0%	5	39	-5.1%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	2	13	0%	2	21	-38.1%	0	1	0	0	0	1
<b>Group B Totals</b>		<b>77</b>	<b>459</b>	<b>-19.8%</b>	<b>96</b>	<b>513</b>	<b>-0.11</b>	<b>28</b>	<b>148</b>	<b>0</b>	<b>1</b>	<b>28</b>	<b>149</b>
2800	JUVENILE OFFENSES AND COMPLAINTS	19	130	-53.7%	41	198	-34.3%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	38	148	11.8%	34	199	-25.6%	1	7	0	0	1	7
3000	WARRANTS	58	347	0%	58	420	-17.4%	36	236	0	0	36	236
3100	TRAFFIC CRASHES	106	740	-7.0%	114	842	-12.1%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	180	1092	5.3%	171	1007	8.4%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	837	4807	8.1%	774	5212	-7.8%	0	0	0	0	0	0
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	3	7	50.0%	2	5	40.0%	0	0	0	0	0	0
3500	NON-CRIMINAL COMPLAINTS	892	5557	-11.3%	1006	6008	-7.5%	1	3	2	3	3	6
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	1012	6452	12.7%	898	6655	-3.1%	0	0	0	0	0	0
3800	ANIMAL COMPLAINTS	86	485	-12.2%	98	478	1.5%	0	0	0	0	0	0
3900	ALARMS	175	1134	-14.2%	204	1170	-3.1%	0	0	0	0	0	0
<b>Group C Totals</b>		<b>3406</b>	<b>20899</b>	<b>0.2%</b>	<b>3400</b>	<b>22194</b>	<b>-0.06</b>	<b>38</b>	<b>246</b>	<b>2</b>	<b>3</b>	<b>40</b>	<b>249</b>
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	21	-100.0%	78	130	-83.8%	0	0	0	0	0	0
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	2	0%	0	2	0%	0	0	0	0	0	0
4200	PARKING CITATIONS	1	14	-83.3%	6	37	-62.2%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	2	7	100.0%	1	8	-12.5%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	9	77	28.6%	7	47	63.8%	0	1	0	0	0	1
4900	TRAFFIC WARNINGS	0	2	0%	0	0	0%	0	0	0	0	0	0
<b>Group D Totals</b>		<b>12</b>	<b>123</b>	<b>-87.0%</b>	<b>92</b>	<b>224</b>	<b>-0.45</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
5000	FIRE CLASSIFICATIONS	2	4	300.0%	0	1	300.0%	0	0	0	0	0	0
5100	18A STATE CODE FIRE CLASSIFICATIONS	1	7	600.0%	1	1	600.0%	0	0	0	0	0	0
<b>Group E Totals</b>		<b>3</b>	<b>11</b>	<b>200.0%</b>	<b>1</b>	<b>2</b>	<b>4.5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
6000	MISCELLANEOUS ACTIVITIES (6000)	82	392	57.7%	52	312	25.6%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	130	845	-16.7%	156	914	-7.5%	0	0	0	0	0	0

Report Date / Time: 8/13/2019 01:49 PM  
 Period 07/01/2019 Thru 07/31/2019  
 For City: YPT

### MONTHLY SUMMARY OF OFFENSES

CLASS	Description	All offenses that were Attempted or Completed						ARRESTS					
								ADULT		JUV		Totals	
		Jul/2019	Jul/2018	% CHG	YTD 2019	YTD 2018	% CHG	Jul/2019	YTD	Jul/2019	YTD	Jul	YTD
6300	CANINE ACTIVITIES	11	10	10.0%	54	37	45.9%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	9	19	-52.6%	57	126	-54.8%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	5	0	0%	8	3	166.7%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	18	14	28.6%	100	68	47.1%	0	0	0	0	0	0
<b>Group F Totals</b>		<b>255</b>	<b>251</b>	<b>1.6%</b>	<b>1456</b>	<b>1460</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Totals for all Groups:</b>		<b>4070</b>	<b>4141</b>	<b>-1.7%</b>	<b>24637</b>	<b>26061</b>	<b>-5.5%</b>	<b>119</b>	<b>664</b>	<b>7</b>	<b>19</b>	<b>126</b>	<b>683</b>





# 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, AUGUST 20, 2019

**4:00pm**

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

1. 2018 FINANCIAL AUDIT.....RANA EMMONS, PSLZ LLP
2. REQUEST AUTHORIZATION TO ENTER INTO CLOSED SESSION FOR THE PURPOSE OF DISCUSSING UNITED STATES DISTRICT COURT CIVIL ACTION NUMBER 2:15-CV-10346 AACIL VS. YPSILANTI TOWNSHIP ET. AL.....ATTORNEY DOUG WINTERS
3. HURON VALLEY Y PRESENTATION.....TONI KAYUMI, DIRECTOR ANN ARBOR Y
4. DISCUSSION ON RECORDS MANAGEMENT SOFTWARE.....  
.....CLERK KAREN LOVEJOY ROE
5. AGENDA REVIEW..... SUPERVISOR STUMBO
6. OTHER DISCUSSION ..... BOARD MEMBERS

**CHARTER TOWNSHIP OF YPSILANTI  
Washtenaw County, Michigan**

**AUDITED FINANCIAL REPORT**

**For the Fiscal Year Ended  
December 31, 2018**



CHARTER TOWNSHIP OF YPSILANTI  
For the Year Ended December 31, 2018

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CHARTER TOWNSHIP OF YPSILANTI  
For the Year Ended December 31, 2018

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FINANCIAL SECTION





# PSLZ LLP

*Certified Public Accountants*

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Deborah M. Gulledge, C.P.A.  
Leah M. Parker, C.P.A.

### Independent Auditor's Report

June 21, 2019

To the Board of Trustees  
Charter Township of Ypsilanti, Michigan

#### ***Report on the Financial Statements***

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Charter Township of Ypsilanti, Michigan, as of and for the year ended December 31, 2018, and the related notes to the financial statements, which collectively comprise the Township's basic financial statements as listed in the table of contents.

#### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.



**Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Charter Township of Ypsilanti, Michigan, as of December 31, 2018, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Emphasis of Matter**

As discussed in the footnotes to the basic financial statements, in fiscal year 2018, the Township adopted the new accounting guidance of Governmental Accounting Standards Board Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (OPEB)*. As a result of implementing this pronouncement, the Township's net OPEB liability has been recognized on the government-wide statements and as discussed in the notes, the 2017 financial statements have been restated. Our opinions are not modified with respect to this matter.

**Other Matters**

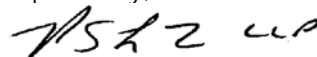
*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension trend information, and the major fund budgetary comparison information, as identified in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Charter Township of Ypsilanti, Michigan's basic financial statements as a whole. The combining nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling information directly to underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Respectfully,



PSLZ LLP  
Certified Public Accountants  
Plymouth, Michigan



## Management's Discussion and Analysis

As management of the Charter Township of Ypsilanti, we offer readers of the Charter Township of Ypsilanti's financial statements this narrative overview and analysis of the financial activities of the Charter Township of Ypsilanti for the fiscal year ended December 31, 2018.

### Financial Highlights

- The assets of the Charter Township of Ypsilanti exceeded its liabilities at the close of the most recent fiscal year by \$27,551,773 (*net position*).
- As of the close of the current fiscal year, the Charter Township of Ypsilanti's governmental funds reported combined ending fund balances of \$13,091,785, a decrease of \$378,283 in comparison with the prior year. Approximately 46 percent of this amount, \$6,017,396 is *available for spending* at the government's discretion (*unrestricted fund balance*).
- The Charter Township of Ypsilanti's total long-term bonded debt decreased by \$1,495,000 during the current fiscal year, which reflects annual debt service payments made.

### Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Charter Township of Ypsilanti's basic financial statements. The Charter Township of Ypsilanti's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The *government-wide financial statements* are designed to provide readers with a broad overview of the Charter Township of Ypsilanti's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the Charter Township of Ypsilanti's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Charter Township of Ypsilanti is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the Charter Township of Ypsilanti that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the Charter Township of Ypsilanti include general government, public safety, public works, community and economic development, and recreation and culture. The business-type activities of the Charter Township of Ypsilanti include the golf course and the compost center.

The government-wide financial statements include not only the Charter Township of Ypsilanti (the primary government), but also the Local Development Finance Authority and the Ypsilanti Township Economic Development Corporation which are separate legal entities for which the Charter Township of Ypsilanti is financially accountable. Financial information for these component units is reported separately from the financial information presented for the primary government.

The government-wide financial statements can be found on pages 11-13 of this report.

**Fund financial statements.** A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Charter Township of Ypsilanti, like other state and local governments, used fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Charter Township of Ypsilanti can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

**Governmental funds.** *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Charter Township of Ypsilanti maintains 16 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Fire Department Fund, Environmental Services Fund, and the Law Enforcement Fund all of which are considered to be major funds. Data from the other governmental funds are combined into aggregated presentations by fund type. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements* elsewhere in this report.

A budgetary comparison statement has been provided for the major budgetary funds to demonstrate compliance with the annual appropriated budget.

**Proprietary funds.** The Charter Township of Ypsilanti maintains three proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The Charter Township of Ypsilanti uses enterprise funds to account for its Golf Course and its Compost Center. *Internal Service funds* are an accounting device used to accumulate and allocate costs internally among the Charter Township of Ypsilanti's various functions. The Township uses an internal service fund to account for its fleet of vehicles. Because this service predominantly benefits governmental rather than business-type functions, it has been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Golf Course and Compost Center both of which are considered to be nonmajor funds of the Charter Township of Ypsilanti.

**Fiduciary funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statement because the resources of those funds are *not* available to support the Charter Township of Ypsilanti's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

**Notes to the financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**Other information.** The combining statements referred to earlier in connection with the nonmajor governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements can be found on pages 69-79 of this report.



## Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Charter Township of Ypsilanti, assets exceeded liabilities by \$27,551,773 at the close of the most recent fiscal year.

A significant portion of the Charter Township of Ypsilanti's net position reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment), less any related debt used to acquire those assets that is still outstanding. The Charter Township of Ypsilanti used these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the Charter Township of Ypsilanti's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

### Charter Township of Ypsilanti's Net Position

	Governmental Activities		Business-type Activities		Total	
	2018	2017	2018	2017	2018	2017
Current and Other Assets	\$ 36,822,347	\$ 34,574,997	\$ 934,323	\$ 802,343	\$ 37,756,670	\$ 35,377,340
Capital Assets	39,687,544	39,473,957	3,040,549	3,204,337	42,728,093	42,678,294
Total Assets	<u>76,509,891</u>	<u>74,048,954</u>	<u>3,974,872</u>	<u>4,006,680</u>	<u>80,484,763</u>	<u>78,055,634</u>
Deferred Outflows	<u>5,987,944</u>	<u>3,734,032</u>	-	-	<u>5,987,944</u>	<u>3,734,032</u>
Long-term Liabilities						
Outstanding	34,489,501	19,500,050	9,264	2,693	34,498,765	19,502,743
Other Liabilities	2,990,220	2,401,151	20,990	17,014	3,011,210	2,418,165
Total Liabilities	<u>37,479,721</u>	<u>21,901,201</u>	<u>30,254</u>	<u>19,707</u>	<u>37,509,975</u>	<u>21,920,908</u>
Deferred Inflows	<u>21,410,959</u>	<u>19,502,459</u>	-	-	<u>21,410,959</u>	<u>19,502,459</u>
Net Position:						
Net Investment						
in Capital Assets	35,037,544	33,328,957	3,040,549	3,204,337	38,078,093	36,533,294
Restricted	6,445,628	6,542,740	-	-	6,445,628	6,542,740
Unrestricted(Deficit)	<u>(17,876,017)</u>	<u>(3,492,371)</u>	<u>904,069</u>	<u>782,636</u>	<u>(16,971,948)</u>	<u>(2,709,735)</u>
Total Net Position	<u>\$ 23,607,155</u>	<u>\$ 36,379,326</u>	<u>\$ 3,944,618</u>	<u>\$ 3,986,973</u>	<u>\$ 27,551,773</u>	<u>\$ 40,366,299</u>

An additional portion of the Charter Township of Ypsilanti's net position (23 percent) represents resources that are subject to external restrictions on how they may be used.

At the end of the current fiscal year, the Charter Township of Ypsilanti governmental net position increased by \$186,658 during the current fiscal year and the business-type net position decreased by \$42,355, as presented:

	Governmental Activities		Business-type Activities		Total	
	2018	2017	2018	2017	2018	2017
Program Revenues:						
Charges for Services	\$ 4,914,923	\$ 6,423,936	\$ 954,734	\$ 977,627	\$ 5,869,657	\$ 7,401,563
Operating Grants & Contrib.	362,279	492,323	-	-	362,279	492,323
Capital Grants & Contrib.	29,015	326,415	-	-	29,015	326,415
General Revenues:						
Property Taxes	17,903,046	17,255,767	-	-	17,903,046	17,255,767
State Shared Revenues	5,004,151	4,887,854	-	-	5,004,151	4,887,854
Franchise Fees	731,923	770,481	-	-	731,923	770,481
Investment Earnings	273,596	116,672	12,363	5,010	285,959	121,682
Total Revenues	<u>29,218,933</u>	<u>30,273,448</u>	<u>967,097</u>	<u>982,637</u>	<u>30,186,030</u>	<u>31,256,085</u>
Program Expenses:						
General Government	6,164,799	6,144,894	-	-	6,164,799	6,144,894
Public Safety	14,895,250	13,176,258	-	-	14,895,250	13,176,258
Public Works	4,413,019	3,730,969	-	-	4,413,019	3,730,969
Comm. and Econ. Dev.	1,420,305	1,454,887	-	-	1,420,305	1,454,887
Recreation and Cultural	1,819,650	1,834,717	-	-	1,819,650	1,834,717
Interest on Long-Term Debt	129,252	164,814	-	-	129,252	164,814
Golf Course	-	-	698,707	715,510	698,707	715,510
Compost	-	-	500,745	473,537	500,745	473,537
Total Expenses	<u>28,842,275</u>	<u>26,506,539</u>	<u>1,199,452</u>	<u>1,189,047</u>	<u>30,041,727</u>	<u>27,695,586</u>
Excess(Deficiency) before transfers	376,658	3,766,909	(232,355)	(206,410)	144,303	3,560,499
Transfers in (out)	<u>(190,000)</u>	<u>(338,796)</u>	<u>190,000</u>	<u>338,796</u>	<u>-</u>	<u>-</u>
Change in Net Position	186,658	3,428,113	(42,355)	132,386	144,303	3,560,499
Net Position, Beg. of year	<u>23,420,497</u>	<u>32,951,213</u>	<u>3,986,973</u>	<u>3,854,587</u>	<u>27,407,470</u>	<u>36,805,800</u>
Net Position, End of year	<u>\$ 23,607,155</u>	<u>\$ 36,379,326</u>	<u>\$ 3,944,618</u>	<u>\$ 3,986,973</u>	<u>\$ 27,551,773</u>	<u>\$ 40,366,299</u>

**Governmental activities.** Property tax revenues increased from \$17,255,767 to \$17,903,046, an increase of \$642,279. This was due to the overall taxable value increase from the 2016 tax roll to the 2017 tax roll of 4.7%. The taxes levied in 2017 are the revenues for 2018. State shared revenue is \$5,004,151 for the current period, an increase of \$116,297 or 2.4% from the prior year.

Capital Grants and Contributions were \$29,015 in the current year, as compared to \$326,415 in the prior year. The prior year included a \$300,000 contribution from the American Center for Mobility to be used toward the Tyler Pond and Dam Improvement project in 2018.

**Business-type activities.** This represents the municipal-owned Green Oaks Golf Course and the Township Compost Center. The General Operations Fund transferred \$190,000 to Green Oaks Golf Course during the current year for operations. This was a decrease from the prior year's transfer of \$338,796. Fee revenues increased from \$469,946 in the prior year to \$485,381 in the current year.

The Compost Fund had a slight decrease in net position from \$1,894,678 in 2017 to \$1,868,911 in 2018. Revenue for services also decreased from \$486,372 in 2017 to \$463,205 for a percentage decrease of 5.0%.

## **Financial Analysis of the Government's Funds**

**Governmental funds.** The focus of the Charter Township of Ypsilanti's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing The Charter Township of Ypsilanti's financing requirements and may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Charter Township of Ypsilanti's governmental funds reported combined ending fund balances of \$13,091,785, a decrease of \$378,283 in comparison with the prior year. The *unrestricted fund balance*, which is the amount available for spending at the government's discretion, represents 46% of the total fund balance. The remainder of fund balance is *restricted* to indicate that it is not available for new spending because it has already been committed to uphold contracts or bond agreements.

The General Fund is the chief operating fund of the Charter Township of Ypsilanti. The unassigned fund balance at the end of the current fiscal year was \$2,753,669. The General Fund's fund balance decreased by \$308,029 in the current fiscal year. The 2018 capital improvements and debt expenditures are as follows: \$542,814 for road improvements and calming devices, \$13,084 in equipment for the parks and grounds, \$384,484 for LED conversion and installation of street lights, \$13,765 ADA accessibility improvements, \$24,166 for the Neighborhood Camera Systems, \$136,514 for roof and furniture Improvements, \$64,734 for technology improvements, \$333,000 transferred to the BSR II Fund for a portion of the principal and interest payment of the Road Improvement, \$705,422 transferred to General Debt Obligation Fund to pay off Debt Fund Series B and \$100,000 transferred to BSR II Fund for playground equipment. Total expenditures (not including the transferred amounts) decreased from \$8,875,831 in the prior year to \$8,349,000 in the current year.

**Proprietary funds.** The Township's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position of the proprietary funds comprised of the Enterprise Funds (the Golf Course and the Compost Site) was \$904,069 and the Internal Service Fund (Motor Pool) was \$166,248 at the end of the year. Other factors concerning the finances of this fund have already been addressed in the discussion of the Charter Township of Ypsilanti's business-type activities.

## General Fund Budgetary Highlights

There is a difference between the beginning and final budgets which represent an increase in budgeted expenditures of \$2,182,972. The amount requested by budget amendments approved by the Board from prior year fund balance was \$2,335,405. Only \$308,029 had to be drawn from the approved funds from prior year's fund balance at the end of the fiscal year. This was due to the negative net change in fund balance of \$308,029. Here is a summary of the Board approved budget amendments to the General Fund. The budget amendment increases include a total of \$1,569,287 for capital improvements as follows: \$6,545 for Tyler Dam Project; \$1,203,652 for Roads, Calming Devices and Streetlights; \$7,390 for Equipment; and \$351,700 Building & Ground Improvements. A total of \$766,118 for other non-capital amendments as follows: of \$210,000 for transfer pay Series B Bond; \$100,000 to BSRll Fund for Park equipment; \$197,000 for legal services for nuisance abatement, prosecution and domestic violence; \$184,676 for wage and fringe benefit coverage changes; and \$74,442 miscellaneous.

## Capital Asset and Debt Administration

**Capital assets.** The Charter Township of Ypsilanti's investment in capital assets for its governmental and business type activities as of December 31, 2018, amounts to \$42,728,093 (net of accumulated depreciation). This investment in capital assets includes land, land improvements, buildings and system improvements, machinery and equipment, infrastructure, park facilities, and roads and streets. New assets total \$2,685,527 with depreciation expense of \$2,635,728, resulting in a net increase of \$49,799. Disposal of obsolete assets for 2018 was \$205,930. Major capital assets constructed or acquired during the year were:

Road improvements & Streetlights	\$ 927,299
Building Improvements	\$ 161,919
Computer & Communication Equipment	\$ 64,734
Park Improvements	\$ 337,878
Equipment	\$ 220,191
Infrastructure	\$ 337,345
Hydro Dam Improvements	\$ 333,704
Vehicles & Equipment – Motor Pool	\$ 208,749
Vehicles & Heavy Equipment – Compost	\$ 93,708

**Long-term debt.** At the end of the current fiscal year, the Charter Township of Ypsilanti had long term indebtedness outstanding of \$5,907,039. This represents \$2,250,000 of a general obligation bond, \$2,400,000 of transportation notes payable, and \$1,257,039 of compensated absences. All of the Charter Township of Ypsilanti's debt represents general obligation debt backed by the full faith and credit of the Charter Township of Ypsilanti. The Township reduced the amount of notes and bonded debt in 2018 by \$1,495,000 as a result of annual debt service payments. Additional information on the Charter Township of Ypsilanti's long-term debt can be found in note III. E. on page 41 of this report.

### **Economic Factors and Next Year's Budgets and Rates**

According to the United States Department of Labor, Bureau of Labor Statistics, the annual average unemployment rate for the State of Michigan from 2017 to 2018 decreased from 4.6 to 4.0, respectively. The unemployment rate for the Ann Arbor, Michigan Metropolitan area for the same period as above decreased from 3.1 to 3.0.

The Constitutional and City, Village, and Township Revenue Sharing (CVTRS) State shared revenue percentage change from 2018 to 2019 shows an increase of 4.9% and the projected percentage change increase from 2019 to 2020 shows an increase of 3.2%.

The Township's taxable values minus Renaissance Zone for 2017 at \$1,200,722,932 (2018 revenue); for 2018 at 1,275,187,218 (2019 revenue); and for 2019 at \$1,380,345,226 (2020 revenue) shows an increased percentage change of 6.2% and 8.2% respectively. There will be a Headlee Millage Reduction Fraction of .9899 for 2019 taxable values, which lowers the Township millage rates to be collected in the 2020 revenues. The exception will be the Pension PA345 millage rate.

The Township has adopted a balanced budget in the General Fund for 2019.

### **Requests for Information**

This financial report is designed to provide a general overview of the Charter Township of Ypsilanti's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Supervisor, 7200 South Huron River Drive, Ypsilanti, MI 48197.

BASIC FINANCIAL STATEMENTS



**CHARTER TOWNSHIP OF YPSILANTI**  
**Statement of Net Position**  
**December 31, 2018**

	Primary Government			Component Units
	Governmental Activities	Business-type Activities	Total	
<b>ASSETS</b>				
Current Assets:				
Cash and Cash Equivalents	\$ 12,919,718	\$ 891,210	\$ 13,810,928	\$ 88,963
Receivables, net	23,541,425	18,644	23,560,069	246,751
Inventories	7,464	11,804	19,268	-
Prepaid Expenditures	353,740	12,665	366,405	-
Total Current Assets	<u>36,822,347</u>	<u>934,323</u>	<u>37,756,670</u>	<u>335,714</u>
Noncurrent Assets:				
Capital Assets Not Being Depreciated	9,623,049	1,277,618	10,900,667	-
Capital Assets Being Depreciated, Net	30,064,495	1,762,931	31,827,426	-
Total Noncurrent Assets	<u>39,687,544</u>	<u>3,040,549</u>	<u>42,728,093</u>	<u>-</u>
 TOTAL ASSETS	 <u>76,509,891</u>	 <u>3,974,872</u>	 <u>80,484,763</u>	 <u>335,714</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Deferred Outflows related to Pensions	<u>5,987,944</u>	<u>-</u>	<u>5,987,944</u>	<u>-</u>
<b>LIABILITIES</b>				
Current Liabilities:				
Accounts Payable	1,088,493	13,635	1,102,128	-
Accrued Liabilities	541,473	7,355	548,828	18,680
Due to Other Governmental Units	102,470	-	102,470	-
Unearned Revenue	1,257,784	-	1,257,784	-
Current Portion of Compensated Absences	209,506	-	209,506	-
Current Portion of Long-term Debt	780,000	-	780,000	-
Total Current Liabilities	<u>3,979,726</u>	<u>20,990</u>	<u>4,000,716</u>	<u>18,680</u>
Noncurrent Liabilities:				
Net Pension Liability	13,868,431	-	13,868,431	-
Net OPEB Liability	14,714,031	-	14,714,031	-
Noncurrent Portion of Compensated Absences	1,047,533	9,264	1,056,797	-
Noncurrent Portion of Long-term Debt	3,870,000	-	3,870,000	-
Total Noncurrent Liabilities	<u>33,499,995</u>	<u>9,264</u>	<u>33,509,259</u>	<u>-</u>
 TOTAL LIABILITIES	 <u>37,479,721</u>	 <u>30,254</u>	 <u>37,509,975</u>	 <u>18,680</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred Inflows related to Pensions	705,903	-	705,903	-
Property Taxes Levied for the following year	20,705,056	-	20,705,056	246,751
TOTAL DEFERRED INFLOWS	<u>21,410,959</u>	<u>-</u>	<u>21,410,959</u>	<u>246,751</u>
<b>NET POSITION</b>				
Net Investment in Capital Assets	35,037,544	3,040,549	38,078,093	-
Restricted	6,445,628	-	6,445,628	-
Unrestricted	(17,876,017)	904,069	(16,971,948)	70,283
TOTAL NET POSITION	<u>\$ 23,607,155</u>	<u>\$ 3,944,618</u>	<u>\$ 27,551,773</u>	<u>\$ 70,283</u>



**CHARTER TOWNSHIP OF YPSILANTI**  
**Statement of Activities**  
**For the Year Ended December 31, 2018**

<b><u>Functions/Programs</u></b>	<b>Program Revenues</b>			
	<b>Expenses</b>	<b>Charges for Services</b>	<b>Operating Grants and Contributions</b>	<b>Capital Grants and Contributions</b>
<b>Primary Government:</b>				
Governmental Activities:				
General Government	\$ 6,164,799	\$ 2,479,515	\$ 153,242	\$ -
Public Safety	14,895,250	1,351,100	23,888	-
Public Works	4,413,019	768,710	20,596	29,015
Community and Economic Development	1,420,305	20,055	119,415	-
Recreation and Cultural	1,819,650	295,543	45,138	-
Interest Expense	129,252	-	-	-
Total Governmental Activities	28,842,275	4,914,923	362,279	29,015
Business-type Activities:				
Golf Course	698,707	491,294	-	-
Compost	500,745	463,440	-	-
Total Business-type Activities	1,199,452	954,734	-	-
Total Primary Government	\$ 30,041,727	\$ 5,869,657	\$ 362,279	\$ 29,015
<b>Component Units:</b>				
Local Development Finance Authority	119,415	-	-	-
Economic Development Corp	-	-	-	-
Total Component Units	\$ 119,415	\$ -	\$ -	\$ -

General Revenues:  
Property Taxes  
State Shared Revenue  
Franchise Fees  
Investment Earnings  
Transfers  
Total General Revenues and Transfers

Change in Net Position

Net Position - Beginning, as restated

Net Position - Ending

**Net (Expense) Revenue and Changes in Net Position**

<b>Primary Government</b>			
<b>Governmental Activities</b>	<b>Business-type Activities</b>	<b>Total</b>	<b>Component Units</b>
\$ (3,532,042)	\$ -	\$ (3,532,042)	\$ -
(13,520,262)	-	(13,520,262)	-
(3,594,698)	-	(3,594,698)	-
(1,280,835)	-	(1,280,835)	-
(1,478,969)	-	(1,478,969)	-
(129,252)	-	(129,252)	-
<u>(23,536,058)</u>	<u>-</u>	<u>(23,536,058)</u>	<u>-</u>
-	(207,413)	(207,413)	-
-	(37,305)	(37,305)	-
-	<u>(244,718)</u>	<u>(244,718)</u>	<u>-</u>
<u>(23,536,058)</u>	<u>(244,718)</u>	<u>(23,780,776)</u>	<u>-</u>
-	-	-	(119,415)
-	-	-	-
-	-	-	<u>(119,415)</u>
17,903,046	-	17,903,046	119,415
5,004,151	-	5,004,151	-
731,923	-	731,923	-
273,596	12,363	285,959	1,780
(190,000)	190,000	-	-
<u>23,722,716</u>	<u>202,363</u>	<u>23,925,079</u>	<u>121,195</u>
186,658	(42,355)	144,303	1,780
<u>23,420,497</u>	<u>3,986,973</u>	<u>27,407,470</u>	<u>68,503</u>
<u>\$ 23,607,155</u>	<u>\$ 3,944,618</u>	<u>\$ 27,551,773</u>	<u>\$ 70,283</u>

**CHARTER TOWNSHIP OF YPSILANTI**

**Balance Sheet**

**Governmental Funds**

**December 31, 2018**

	<u>General Fund</u>	<u>Fire Department Fund</u>	<u>Environmental Services Fund</u>	<u>Law Enforcement Fund</u>
<b><u>ASSETS</u></b>				
Cash and Cash Equivalents	\$ 6,008,370	\$ 128,554	\$ 1,427,883	\$ 2,306,422
Receivables:				
Accounts	962,237	701,053	-	-
Taxes	1,984,357	6,311,293	2,713,387	7,492,750
Special Assessments	1,932,573	-	-	-
Advance to Other Funds	275,215	-	-	-
Prepaid Expenditures	153,155	131,043	5,293	7,964
Total Assets	<u>\$ 11,315,907</u>	<u>\$ 7,271,943</u>	<u>\$ 4,146,563</u>	<u>\$ 9,807,136</u>
<b><u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</u></b>				
Liabilities:				
Accounts Payable	\$ 663,924	\$ 57,454	\$ 190,027	\$ 40,109
Accrued Liabilities	154,617	72,952	4,640	12,650
Due to Other Governmental Units	17,433	-	-	-
Unearned Revenue	1,091,242	250,000	-	-
Total Liabilities	<u>1,927,216</u>	<u>380,406</u>	<u>194,667</u>	<u>52,759</u>
Deferred Inflows of Resources:				
Property Taxes Levied for the following year	<u>2,942,925</u>	<u>6,304,825</u>	<u>2,709,955</u>	<u>7,482,426</u>
Fund Balances:				
Nonspendable	428,370	131,043	5,293	7,964
Restricted	-	455,669	1,236,648	2,263,987
Assigned	3,263,727	-	-	-
Unassigned	2,753,669	-	-	-
Total Fund Balances	<u>6,445,766</u>	<u>586,712</u>	<u>1,241,941</u>	<u>2,271,951</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 11,315,907</u>	<u>\$ 7,271,943</u>	<u>\$ 4,146,563</u>	<u>\$ 9,807,136</u>

Amounts reported for governmental activities in the statement of net position are different because:

Capital Assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

Internal Service Funds are used by management to charge the costs of motor pool to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position. Long-term receivables (unearned revenue) are not available to pay for current period expenditures and therefore deferred in the funds.

Net Deferred Outflows and Inflows related to Pensions

Net Pension Liabilities are not reported in the funds

Net OPEB Liabilities are not reported in the funds

Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.

Net Position of Governmental Activities

<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
\$ 2,884,751	\$ 12,755,980
126,051	1,789,341
1,268,340	19,770,127
49,384	1,981,957
-	275,215
<u>56,091</u>	<u>353,546</u>
<u>\$ 4,384,617</u>	<u>\$ 36,926,166</u>

\$ 132,028	\$ 1,083,542
296,417	541,276
85,037	102,470
<u>60,795</u>	<u>1,402,037</u>
<u>574,277</u>	<u>3,129,325</u>

<u>1,264,925</u>	<u>20,705,056</u>
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56,091	628,761
2,489,324	6,445,628
-	3,263,727
-	<u>2,753,669</u>
<u>2,545,415</u>	<u>13,091,785</u>

\$ 4,384,617

38,864,918

713,659

144,253

5,282,041

(13,868,431)

(14,714,031)

(5,907,039)

\$ 23,607,155

**CHARTER TOWNSHIP OF YPSILANTI**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**For the Year Ended December 31, 2018**

	<u>General</u>	<u>Fire Department Fund</u>	<u>Environmental Services Fund</u>	<u>Law Enforcement Fund</u>
<b><u>Revenues</u></b>				
Property Taxes	\$ 2,052,620	\$ 5,112,206	\$ 2,537,193	\$ 7,015,751
Licenses and Permits	17,725	-	-	-
Intergovernmental	5,023,166	-	-	23,888
Charges for Services	640,481	6,100	9,558	1,400
Franchise Fees	731,923	-	-	-
Interest and Rent	538,481	24,376	19,656	61,573
Other	119,789	27,830	9,336	631
Total Revenues	<u>9,124,185</u>	<u>5,170,512</u>	<u>2,575,743</u>	<u>7,103,243</u>
<b><u>Expenditures</u></b>				
Current:				
General Government	4,118,507	-	-	-
Public Safety	-	4,812,271	-	6,658,608
Public Works	1,194,604	-	2,701,375	-
Community and Economic Development	1,420,305	-	-	-
Recreation and Cultural	706,277	-	-	-
Other	682,747	-	-	-
Debt Service:				
Principal	-	-	-	-
Interest and Fees	-	-	-	-
Capital Outlay	226,560	521,504	-	-
Total Expenditures	<u>8,349,000</u>	<u>5,333,775</u>	<u>2,701,375</u>	<u>6,658,608</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>775,185</u>	<u>(163,263)</u>	<u>(125,632)</u>	<u>444,635</u>
<b><u>Other Financing Sources (Uses)</u></b>				
Transfers In	55,208	-	-	-
Transfers Out	<u>(1,138,422)</u>	<u>-</u>	<u>-</u>	<u>(50,000)</u>
Total Other Financing Sources (Uses)	<u>(1,083,214)</u>	<u>-</u>	<u>-</u>	<u>(50,000)</u>
Net Change in Fund Balances	(308,029)	(163,263)	(125,632)	394,635
Fund Balances - Beginning	<u>6,753,795</u>	<u>749,975</u>	<u>1,367,573</u>	<u>1,877,316</u>
Fund Balances - Ending	<u>\$ 6,445,766</u>	<u>\$ 586,712</u>	<u>\$ 1,241,941</u>	<u>\$ 2,271,951</u>

	<b>Nonmajor Governmental Funds</b>		<b>Total Governmental Funds</b>
\$	1,185,276	\$	17,903,046
	933,049		950,774
	304,432		5,351,486
	2,677,086		3,334,625
	-		731,923
	52,102		696,188
	91,047		248,633
	<u>5,242,992</u>		<u>29,216,675</u>
	1,655,719		5,774,226
	1,103,533		12,574,412
	274,228		4,170,207
	-		1,420,305
	912,047		1,618,324
	-		682,747
	1,495,000		1,495,000
	129,252		129,252
	792,421		1,540,485
	<u>6,362,200</u>		<u>29,404,958</u>
	<u>(1,119,208)</u>		<u>(188,283)</u>
	1,939,578		1,994,786
	<u>(996,364)</u>		<u>(2,184,786)</u>
	<u>943,214</u>		<u>(190,000)</u>
	(175,994)		(378,283)
	<u>2,721,409</u>		<u>13,470,068</u>
\$	<u><u>2,545,415</u></u>	\$	<u><u>13,091,785</u></u>

**CHARTER TOWNSHIP OF YPSILANTI**  
**Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**of Governmental Funds to the Statement of Activities**  
**For the Year Ended December 31, 2018**

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds \$ (378,283)

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay exceeded depreciation expense in the current period.

Capital Outlay	1,540,485
Capital Outlay within departments	842,585
Depreciation	(2,205,352)

The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Principal Repayments	1,495,000
Decrease in Compensated Absences	847

Change in Net Pension Liability	681,631
Change in Net OPEB Liability	(1,755,202)

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	(35,732)
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Internal service funds are used by management to charge the costs of fleet management and management information systems to individual funds. The net revenue of certain activities of internal service funds is reported with governmental activities.

679

Change in net position in governmental activities \$ 186,658

**CHARTER TOWNSHIP OF YPSILANTI**

**Statement of Net Position**

**Proprietary Funds**

**December 31, 2018**

	<u>Business Type Activity Enterprise Fund</u>			<u>Governmental Activities - Internal Service Fund Motor Pool</u>
	<u>Golf Course</u>	<u>Compost</u>	<u>Total</u>	
<b>ASSETS</b>				
Current Assets				
Cash and Cash Equivalents	\$ 85,582	\$ 805,628	\$ 891,210	\$ 163,738
Accounts Receivable	-	18,644	18,644	-
Inventory	11,804	-	11,804	7,464
Prepaid Expense	8,080	4,585	12,665	194
Total Current Assets	<u>105,466</u>	<u>828,857</u>	<u>934,323</u>	<u>171,396</u>
Noncurrent Assets				
Capital Assets not Being Depreciated	1,277,618	-	1,277,618	-
Capital Assets, net of Accumulated Depreciation	702,735	1,060,196	1,762,931	822,626
Total Noncurrent Assets	<u>1,980,353</u>	<u>1,060,196</u>	<u>3,040,549</u>	<u>822,626</u>
Total Assets	\$ <u>2,085,819</u>	\$ <u>1,889,053</u>	\$ <u>3,974,872</u>	\$ <u>994,022</u>
<b>LIABILITIES AND NET POSITION</b>				
Current Liabilities:				
Accounts Payable	\$ 6,109	\$ 7,526	\$ 13,635	\$ 4,951
Accrued Liabilities	4,003	3,352	7,355	197
Total Current Liabilities	<u>10,112</u>	<u>10,878</u>	<u>20,990</u>	<u>5,148</u>
Noncurrent Liabilities:				
Compensated Absences	-	9,264	9,264	-
Advance from Other Funds	-	-	-	275,215
Total Noncurrent Liabilities	<u>-</u>	<u>9,264</u>	<u>9,264</u>	<u>275,215</u>
Total Liabilities	<u>10,112</u>	<u>20,142</u>	<u>30,254</u>	<u>280,363</u>
Net Position:				
Net Investment in Capital Assets	1,980,353	1,060,196	3,040,549	547,411
Unrestricted	95,354	808,715	904,069	166,248
Total Net Position	<u>2,075,707</u>	<u>1,868,911</u>	<u>3,944,618</u>	<u>713,659</u>
Total Liabilities and Net Position	\$ <u>2,085,819</u>	\$ <u>1,889,053</u>	\$ <u>3,974,872</u>	\$ <u>994,022</u>



**CHARTER TOWNSHIP OF YPSILANTI**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**Proprietary Funds**  
**For the Year Ended December 31, 2018**

	<u>Business Type Activity Enterprise Fund</u>			<b>Governmental Activities - Internal Service Fund Motor Pool</b>
	<u>Golf Course</u>	<u>Compost</u>	<u>Total</u>	
<b><u>Operating Revenues:</u></b>				
Charges for Services	\$ 485,381	\$ 463,205	\$ 948,586	\$ 253,603
Other Income	5,913	235	6,148	19,861
Total Operating Revenues	<u>491,294</u>	<u>463,440</u>	<u>954,734</u>	<u>273,464</u>
<b><u>Operating Expenses:</u></b>				
Salaries and Wages	265,490	163,107	428,597	11,041
Fringe Benefits	103,268	57,035	160,303	5,458
Fuel and Utilities	38,681	24,684	63,365	38,520
Operating Supplies	89,709	3,611	93,320	3,711
Contractual Services	3,266	45,500	48,766	43,433
Insurance	12,509	6,203	18,712	-
Repairs and Maintenance	80,015	14,981	94,996	-
Administrative	17,758	6,548	24,306	-
Other	9,295	296	9,591	-
Depreciation	78,716	178,780	257,496	172,880
Total Operating Expenses	<u>698,707</u>	<u>500,745</u>	<u>1,199,452</u>	<u>275,043</u>
Operating Income (Loss)	<u>(207,413)</u>	<u>(37,305)</u>	<u>(244,718)</u>	<u>(1,579)</u>
<b><u>Non-Operating Revenues (Expenses):</u></b>				
Interest Earned	825	11,538	12,363	2,258
Net Income (Loss) before Transfers	<u>(206,588)</u>	<u>(25,767)</u>	<u>(232,355)</u>	<u>679</u>
<b><u>Operating Transfers:</u></b>				
Operating Transfers In	190,000	-	190,000	-
Change in Net Position	(16,588)	(25,767)	(42,355)	679
Net Position, Beginning	<u>2,092,295</u>	<u>1,894,678</u>	<u>3,986,973</u>	<u>712,980</u>
Net Position, Ending	<u>\$ 2,075,707</u>	<u>\$ 1,868,911</u>	<u>\$ 3,944,618</u>	<u>\$ 713,659</u>

**CHARTER TOWNSHIP OF YPSILANTI**

**Statement of Cash Flows**

**Proprietary Funds**

**For the Year December 31, 2018**

	<u>Business Type Activity Enterprise Fund</u>			<u>Governmental Activities - Internal Service Funds</u>
	<u>Golf Course</u>	<u>Compost</u>	<u>Total</u>	
<b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>				
Receipts from customers and users	\$ 491,294	\$ 465,423	\$ 956,717	\$ 273,464
Payments to suppliers	(251,400)	(97,559)	(348,959)	(85,212)
Payments to employees	(371,568)	(213,571)	(585,139)	(16,523)
Net Cash Provided by Operating Activities	<u>(131,674)</u>	<u>154,293</u>	<u>22,619</u>	<u>171,729</u>
<b><u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u></b>				
Purchases of Capital Assets	-	(93,708)	(93,708)	(208,749)
Operating Transfer In	190,000	-	190,000	-
Long Term Advance-General Fund	-	-	-	(60,000)
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>190,000</u>	<u>(93,708)</u>	<u>96,292</u>	<u>(268,749)</u>
<b><u>CASH FLOWS FROM INVESTING ACTIVITIES</u></b>				
Interest Earned	825	11,538	12,363	2,258
Net Cash Provided (Used) by Investing Activities	<u>825</u>	<u>11,538</u>	<u>12,363</u>	<u>2,258</u>
Net Increase (Decrease) in Cash and Cash Equivalents	59,151	72,123	131,274	(94,762)
Cash and Cash Equivalents, Beginning	<u>26,431</u>	<u>733,505</u>	<u>759,936</u>	<u>258,500</u>
Cash and Cash Equivalents, Ending	\$ <u><u>85,582</u></u>	\$ <u><u>805,628</u></u>	\$ <u><u>891,210</u></u>	\$ <u><u>163,738</u></u>
<b><u>Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:</u></b>				
Operating Income (Loss)	\$ (207,413)	\$ (37,305)	(244,718)	(1,579)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:				
Depreciation and Amortization Expense	78,716	178,780	257,496	172,880
(Increase) Decrease in Receivables	-	1,983	1,983	-
(Increase) Decrease in Inventory	1,589	-	1,589	(3,717)
(Increase) Decrease in Prepaid Expenses	(2,844)	(1,434)	(4,278)	(44)
Increase (Decrease) in Accounts Payable	1,088	4,643	5,731	4,213
Increase (Decrease) in Accrued Liabilities	(2,810)	1,055	(1,755)	(24)
Increase (Decrease) in Compensated Absences	-	6,571	6,571	-
Net Cash Provided by Operating Activities	\$ <u><u>(131,674)</u></u>	\$ <u><u>154,293</u></u>	\$ <u><u>22,619</u></u>	\$ <u><u>171,729</u></u>

**CHARTER TOWNSHIP OF YPSILANTI**

**Statement of Net Position**

**Fiduciary Funds**

**December 31, 2018**

	<b><u>Pension and Employee Benefit Trusts</u></b>	<b><u>Agency Funds</u></b>
<b><u>ASSETS</u></b>		
Cash and Cash Equivalents	\$ 1,226,199	\$ 17,752,071
Investments	37,774,060	-
Accrued Interest	47,361	-
Due from Individuals and Agencies	<u>-</u>	<u>1,205</u>
Total Assets	<u>\$ 39,047,620</u>	<u>\$ 17,753,276</u>
<b><u>LIABILITIES</u></b>		
Accounts Payable	\$ 1,218,053	\$ -
Due to Other Governmental Units	-	16,316,049
Due to Individuals and Agencies	<u>-</u>	<u>1,437,227</u>
Total Liabilities	<u>1,218,053</u>	<u>17,753,276</u>
<b><u>NET POSITION</u></b>		
Held in Trust For Pension and Employee Benefits	<u>37,829,567</u>	<u>-</u>
Total Liabilities and Net Position	<u>\$ 39,047,620</u>	<u>\$ 17,753,276</u>

**CHARTER TOWNSHIP OF YPSILANTI**  
**Statement of Changes in Net Position**  
**Fiduciary Funds**  
**For the Year Ended December 31, 2018**

<u>ADDITIONS</u>	<u>Pension and Employee Benefit Trusts</u>
Investment Income	
Interest and Dividends	\$ 658,428
Net Appreciation (Depreciation) in Fair Value of Investments	(2,121,889)
Other	146,110
Contributions:	
Employer	2,046,104
Employee	152,967
Other	18,942
Total Additions	900,662
<u>DEDUCTIONS</u>	
Benefits Paid	2,305,353
Retirees Insurance	1,203,911
Administrative Costs	180,309
Total Deductions	3,689,573
Change in Net Position	(2,788,911)
Net Position, Beginning of the Year	40,618,478
Net Position, End of the Year	\$ 37,829,567

**CHARTER TOWNSHIP OF YPSILANTI**  
**Combining Statement of Net Position**  
**Component Units**  
**For the Year Ended December 31, 2018**

	<b>Local Development Finance Authority Fund</b>	<b>Economic Development Corporation</b>	<b>Total</b>
<b><u>ASSETS</u></b>			
Cash and Cash Equivalents	\$ 20,083	68,880	\$ 88,963
Taxes Receivable	246,751	-	246,751
Total Assets	<u>266,834</u>	<u>68,880</u>	<u>335,714</u>
<b><u>LIABILITIES</u></b>			
Accrued Liabilities	<u>18,680</u>	-	<u>18,680</u>
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>			
Property Taxes Levied for the following year	<u>246,751</u>	-	<u>246,751</u>
<b><u>NET POSITION</u></b>			
Unrestricted	\$ <u>1,403</u>	\$ <u>68,880</u>	\$ <u>70,283</u>

**CHARTER TOWNSHIP OF YPSILANTI**  
**Combining Statement of Activities**  
**Component Units**  
**For the Year Ended December 31, 2018**

	<b>Local Development Finance Authority Fund</b>	<b>Economic Development Corporation</b>	<b>Total</b>
<b><u>Program Expenses:</u></b>			
Local Development Finance Authority	\$ 119,415	\$ -	\$ 119,415
Economic Development Corporation	-	-	-
Total Program Expenses	<u>119,415</u>	<u>-</u>	<u>119,415</u>
<b><u>General Revenues:</u></b>			
Property Taxes	119,415	-	119,415
Investment Earnings	676	1,104	1,780
Total General Revenues	<u>120,091</u>	<u>1,104</u>	<u>121,195</u>
Change in Net Position	676	1,104	1,780
Net Position, Beginning of the Year	<u>727</u>	<u>67,776</u>	<u>68,503</u>
Net Position, End of the Year	\$ <u>1,403</u>	\$ <u>68,880</u>	\$ <u>70,283</u>

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Charter Township of Ypsilanti, Michigan was organized as a Township under provisions of the constitution and general law of the State of Michigan. Ypsilanti Township became a Charter Township on May 15, 1979 by Board resolution. The Township operates under an elected Township Board which consists of the Supervisor, Clerk, Treasurer and four Trustees, and provides the following services as permitted by law: public safety (police and fire), community development, recreation and culture, public improvements, planning and zoning, and general administrative services.

As required by generally accepted accounting principles, these financial statements present the Charter Township of Ypsilanti and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities are, in substance, part of the Township's operations and so data from these units is combined with data of the primary government. The discretely presented component units, on the other hand, are reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the government. Each blended and discretely presented component unit has a December 31, 2018 year end.

*Discretely Presented Component Units*

The component units are reported in a separate column to emphasize that, while legally separate, the Charter Township of Ypsilanti remains financially accountable for these entities.

The governing body of the Local Development Finance Authority (LDFA) is appointed by the Township Board. The Authority was established for the collection of tax increment revenues, the issuance and repayment of debt, the construction of public facilities, and the promotion and facilitation of economic growth in the development district. The Authority's budget and debt issuance is subject to the approval of the Township Board.

The Charter Township of Ypsilanti Economic Development Corporation (EDC) was established pursuant to the provisions of Public Act 338 of 1974, as amended. The EDC is governed by a nine (9) member board appointed by the Township Board. The EDC may not issue debt without approval from the Township Board. Additionally, the annual operating budget and any amendments must be approved by the Township Board. The Township Board must approve all developmental and financing plans of the EDC.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

A. Reporting Entity – Continued

*Joint Venture*

The Township is a participant in the Ypsilanti Community Utilities Authority (Y.C.U.A.) which was created under Act 233, P.A. of 1955 by the City of Ypsilanti and the Charter Township of Ypsilanti, in 1974. All activities necessary to provide water and sewer services to residents of the City, Township, and other communities serviced by Y.C.U.A., are accounted for by the Authority. The Township has financial responsibility as follows:

- Township Board has the ability to reject or approve water rates for customers in its service district.
- Some obligations of the Authority are supported by pledges of the Township's full faith and credit, subject to constitutional limitations. These obligations are described in more detail further in these notes.
- Financial statements may be obtained by contacting Y.C.U.A. at 2777 State Street, Ypsilanti, MI 48198.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) present information on all of the nonfiduciary activities of the primary government and its component units as a whole. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

B. Government-Wide and Fund Financial Statements – Continued

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Revenues that are not required to be presented as program revenues are general revenues. This includes taxes, interest, unrestricted State shared revenue payments, franchise fees, and other general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the Township.



CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation – Continued

Governmental Funds

The Township reports the following major governmental funds:

The General Fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Fire Department Fund is a special revenue fund used to account for the voter approved property taxes used to support fire protection, and related services.

The Environmental Services Fund is a special revenue fund used to account for the voter approved property tax revenues used to support solid waste, recycling and yard waste collection activities.

The Law Enforcement Fund is a special revenue fund used to account for the voter approved property taxes for law enforcement activities.

Additionally, the Township reports on the following fund types:

The special revenue funds account for revenue sources that are legally restricted to expenditures for specific purposes (not including expendable trusts or major capital projects).

The debt service funds account for the resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

The capital project funds account for the resources used for the acquisition or major renovation of capital facilities.

Proprietary Funds

Proprietary funds are accounted for on the flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. Proprietary funds include the following fund types:

Enterprise Funds are used to account for those operations that are financed and operated in a manner similar to private business or where the Township Board has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability. The Township's enterprise funds are the Golf Course Fund and the Compost Fund, which are reported as nonmajor funds.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation – Continued

Proprietary Funds – Continued

Internal Service Funds account for operations that provide services to other departments or agencies of the Township on a cost reimbursement basis. As these services predominantly benefit governmental rather than business-type functions, they have been included within the *governmental* activities in the government-wide financial statements. The Township uses an internal service fund to account for the management of a motor pool.

Fiduciary Funds

Fiduciary Funds account for assets held by the government in a trustee capacity by the Township or as an agent on behalf of others. Fiduciary funds include the following fund types:

Pension Trust Funds – The pension trust funds accounts for the activities of the employee benefit plan that accumulates resources for pension and other post employment benefit payments to qualified employees.

The Agency Funds are used to account for assets that the government holds for others in an agency capacity. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

D. Assets, Liabilities and Net Position or Equity

1. Deposits and Investments

The Township's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. State statutes authorize the Township to invest in obligations of the U.S. Treasury, commercial paper of certain investment grades, and deposits of Michigan commercial banks.

Investments are reported at fair value or estimated fair value. Short-term investments are reported at cost, which approximates fair value. Securities traded on a nation or international exchange are valued at the last reported sales price at current exchange rates.

2. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds" (i.e. the current portion of interfund loans) or "advances to/from other funds" (i.e. non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

3. Inventory and Prepaids

Inventories are valued at cost using the first-in/first out (FIFO) method. The costs of governmental fund-type inventories are recorded as expenditures as used. Prepaid items represent payments made to vendors for goods and services applicable to future years. Inventories and prepaids are offset by nonspendable fund balance which indicates they do not constitute "available spendable resources" even though they are a component of current net position.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

D. Assets, Liabilities and Net Position or Equity – Continued

4. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of capitalized value of the assets constructed. Capital assets of the primary government, as well as the component units, is depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	7-40
Machinery & Equipment	5-25
Vehicles	3-15
Infrastructure	20-50

5. Compensated Absences

In accordance with contracts negotiated with the various employee groups of the Township, individual employees have vested rights upon termination of employment to receive payment for unused vacation and sick leave under formulas and conditions specified in the contracts. All sick and vacation pay is accrued when incurred in the government-wide, proprietary, and fiduciary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured. The long-term portion of compensated absences related to the governmental funds is a liability recorded in the Statement of Net Position.

6. Long-term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities or business-type activities statement of net position. The portion of those liabilities expected to be paid within the next year is a current liability with the remaining amounts shown as noncurrent.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

D. Assets, Liabilities and Net Position or Equity – Continued

6. Long-term Obligations – Continued

Long-term debt is recognized as a liability of a governmental fund when due. For other long-term obligations, only that portion expected to be financed from expendable available financial resources is reported as a fund liability of a governmental fund. The remaining portion of such obligations is reported in the Statement of Net Position. Long-term liabilities expected to be financed from proprietary funds are reported as liabilities in those funds.

7. Fund Equity

In the fund financial statements, governmental funds report the following components of fund balance:

Nonspendable – Amounts that are not in spendable form or are legally or contractually required to be maintained intact.

Restricted – Amounts that are legally restricted by outside parties, constitutional provisions, or enabling legislation for use for a specific purpose.

Committed – Amounts that have been formally set aside by the Board for use for a specific purpose. Commitments are made and can be rescinded only via resolution of the Township Board.

Assigned – Intent to spend resources on specific purposes expressed by the Township Board.

Unassigned – This is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and has not been restricted, committed, or assigned to specific purposes within the general fund.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

A. Budgetary Information

The Township is legally subject to the budgetary control requirements of the State of Michigan P.A. 621 of 1978 (Uniform Budgeting Act). The Township follows these requirements in establishing the budgetary data reflected in these financial statements:

1. In accordance with State law, prior to September 1, the Supervisor submits a proposed operating budget for the fiscal year commencing the following January 1 to the Township Board. The operating budget includes proposed expenditures and means of financing them for the upcoming year. Detail line item budgets are included for administrative control. The level of control for the detail budgets is at the departmental basis.
2. Public hearings are conducted to obtain taxpayer comment.
3. Prior to December 15, the budget is legally enacted through passage of a budget resolution (general appropriation act).
4. Formal budgetary integration is employed as a management control device for the General, Special Revenue and Debt Service Funds. Budgets for these funds are prepared and adopted on a basis consistent with generally accepted accounting principles (GAAP).
5. Proprietary Fund budgets are prepared on a non-GAAP method.
6. Budget appropriations lapse at year end.
7. The Township does not employ encumbrance accounting as an extension of formal budgetary integration in the governmental funds.
8. Budgeted amounts are reported as originally adopted, and as amended by the Township Board.

B. Compliance with P.A. 621 of 1978

1. Deficit Fund Balance

None of the funds have a deficit fund balance as of December 31, 2018.

2. Excess of Expenditures Over Appropriations in Budgetary Funds

The budgets for the General and Special Revenue Funds are adopted at the activity level. None of the funds have expenditures in excess of budget appropriations at year end.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

Michigan Compiled Laws section 129.91 (Public Act 20 of 1943, as amended), authorizes local governmental units to make deposits and invest in the accounts of federally insured banks, credit unions, and savings and loan associations that have offices in Michigan. The Township is allowed to invest in bonds, securities, and other direct obligations of the United States or any agency or instrumentality of the United States; repurchase agreements; bankers' acceptances of United States banks; commercial paper rated within the two highest classifications, which mature not more than 270 days after the date of purchase; obligations of the State of Michigan or its political subdivisions, which are rated as investment grade; and mutual funds composed of investment vehicles that are legal for direct investment by local units of government in Michigan; and investment pools of financial institutions.

The pension trust fund and retiree health care fund are also authorized by Michigan Public Act 55 of 1982, as amended, to invest in certain reverse repurchase agreements, stocks, diversified investment companies, annuity investment contracts, real estate leased to public entities, mortgages, real estate, debt or equity of certain small businesses, certain state and local government obligations and certain other specified investment vehicles.

The Township has designated several banks for the deposit of funds. The investment policy adopted by the Township Board in accordance with Public Act 196 of 1997 authorized all investments permitted by PA 20. The Charter Township of Ypsilanti, Michigan's deposit and investment policies are in accordance with statutory authorities.

The Township's cash and investments are subject to several types of risk, which are examined in more detail below:

Custodial Credit Risk of Bank Deposits

Custodial credit risk is the risk that in the event of a bank failure, the Township's deposits may not be returned to it. The Township does not have a deposit policy for custodial credit risk. Deposits of the Township are at federally insured banks located in the State of Michigan with all accounts maintained in the name of the Township. At year end, the Township had \$22,222,842 of bank deposits (checking and savings accounts) of which \$2,038,707 was uninsured and uncollateralized. The component units had book and bank balances totaling \$88,963, all of which was FDIC insured.

The Township believes that due to the dollar amounts of cash deposits and the limits of FDIC insurance, it is impractical to insure all deposits. As a result, the Township evaluates each financial institution with which it deposits funds and assesses the level of risk of each institution; only those institutions with an acceptable estimated risk level are used as depositories.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

III. DETAILED NOTES ON ALL FUNDS – Continued

A. Deposits and Investments – Continued

Interest Rate Risk

Interest rate risk is the risk that the value of investments or deposits will decrease as a result of a rise in interest rates. The Township’s investment policy minimizes interest rate risk by structuring the portfolio to meet requirements and by investing funds in shorter-term securities, money market mutual funds or similar investment pools. The Township’s investment policy does not restrict investment maturities, other than commercial paper which can only be purchased with a 270 day maturity. The weighted average maturity is based on maturity date or contracted modified maturity date as applicable. At year end, the average maturities of investments are as follows:

<u>Investment</u>	<u>Fair Value</u>	<u>Maturity</u>
Pension Fixed Income:		
US Govt Obligations	\$ 2,044,846	1-5 years
	663,551	6-10 years
	53,403	11-15 years
	2,646,241	16 or more years
Corporate Bonds	186,200	Less than 1 year
	391,241	1-5 years
	1,065,547	6-10 years
	-	11-15 years
	1,804,541	16 or more years

Credit Risk

State law limits investments in commercial paper to the top two ratings issued by nationally recognized statistical rating organizations at the time of purchase. The Township’s investment policy limits investments to the safest types of securities. Financial institutions, broker/dealers, intermediaries and advisers need to be pre-qualified to do business with the Township. The policy also states that the investment portfolio will be diversified to minimize potential losses on individual securities. As of year end, the credit quality ratings of debt securities (other than the U.S. government) are as follows:



CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

III. DETAILED NOTES ON ALL FUNDS – Continued

A. Deposits and Investments – Continued

<u>Investment</u>	<u>Fair Value</u>	<u>Rating</u>	<u>Rating Organization</u>
Pension:			
U.S. Treasury Bonds	\$ 2,708,397	Aaa	Moody's
U.S. Agency Obligations	2,699,644	n/a	n/a
Corporate Bonds	202,809	Aaa	Moody's
	55,687	Aa3	Moody's
	138,696	A1	Moody's
	272,095	A2	Moody's
	600,179	A3	Moody's
	76,688	Baa1	Moody's
	39,830	Baa2	Moody's
	54,887	Ba1	Moody's
	77,569	Ba2	Moody's
	79,825	Ba3	Moody's
	1,849,260	n/a	n/a

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The Township places no limit on the amount that may be invested in any one issuer. As of year end, the Township had investments that exceeded 5 percent of the total portfolio as follows: 6 percent invested in Federal National Mortgage Association (FNMA).

*Fair Value Measurements*

The Township categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Investments that are measured at fair value using the net asset value per share (or its equivalent) as a practical expedient are not classified in the fair value hierarchy.

In instances whereby inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The Township's assessment of the significance of particular inputs to these fair value measurements requires judgment and considers factors specific to each asset or liability.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

III. DETAILED NOTES ON ALL FUNDS – Continued

A. Deposits and Investments – Continued

The Township has the following recurring fair value measurements as of December 31, 2018:

Assets Measured at Fair Value on a Recurring Basis

	Balance at Dec. 31, 2018	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Debt Securities:				
U.S. Government Bonds	\$ 5,409,705	\$ -	\$ 5,409,705	\$ -
Corporate Bonds	5,971,827	-	5,971,827	-
Total Debt Securities	<u>11,381,532</u>	<u>-</u>	<u>11,381,532</u>	<u>-</u>
Equity Securities:				
Mutual Funds	6,950,370	6,950,370	-	-
Common Stock	8,915,522	8,915,522	-	-
Real Estate	2,699,476	-	-	2,699,476
Other Equity	7,827,160	-	-	7,827,160
Total Equity Securities	<u>26,392,528</u>	<u>15,865,892</u>	<u>-</u>	<u>10,526,636</u>
Total Investments by Fair Value Level	<u>\$ 37,774,060</u>	<u>\$ 15,865,892</u>	<u>\$ 11,381,532</u>	<u>\$ 10,526,636</u>

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

III. DETAILED NOTES ON ALL FUNDS – Continued

B. Receivables and Deferred Inflows, and Unearned Revenue

Receivables as of year end for the Township’s individual major funds and the nonmajor funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	<u>General</u> <u>Fund</u>	<u>Fire</u> <u>Department</u>	<u>Environmental</u> <u>Services</u>	<u>Law</u> <u>Enforcement</u>	<u>Nonmajor</u> <u>Governmental</u>
Receivables:					
Accounts	\$ 1,804,047	\$ 634,122	\$ -	\$ -	\$ 139,718
Taxes	1,843,598	5,128,973	2,549,313	7,039,702	1,190,448
Special Assessments	1,862,545	-	-	-	52,410
	<u>5,510,190</u>	<u>5,763,095</u>	<u>2,549,313</u>	<u>7,039,702</u>	<u>1,382,576</u>
Less: Allowance for					
Doubtful Accounts	(4,756)	(17,102)	(8,846)	(25,248)	(4,635)
Net Receivables	<u>\$ 5,505,434</u>	<u>\$ 5,745,993</u>	<u>\$ 2,540,467</u>	<u>\$ 7,014,454</u>	<u>\$ 1,377,941</u>

Governmental funds report unearned revenue in connection with receivables for revenue that is not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received but not yet earned. The deferred inflows in the governmental activities represents property taxes levied on December 1, 2018, but recognized revenue in the year ending December 31, 2019, when the proceeds of the levy are budgeted and available for financing operations. At the end of the current fiscal year, the various components of deferred inflows and unearned revenue are as follows:

Governmental Funds:	
Property Taxes Levied for the following year – Deferred Inflows	<u>\$20,705,056</u>
Deposits and Escrows – Unearned Revenue	<u>\$ 1,257,784</u>

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

III. DETAILED NOTES ON ALL FUNDS – Continued

C. Capital Assets

Capital asset activity for the year ended December 31, 2018 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental Activities:				
Capital Assets, not depreciated:				
Land	\$ 9,623,049	\$ -	\$ -	\$ 9,623,049
Capital Assets, being depreciated:				
Buildings	16,057,704	161,919	-	16,219,623
Machinery and Equipment	7,953,554	530,079	(205,930)	8,277,703
Infrastructure	42,219,580	1,691,072	-	43,910,652
Internal Service Fund - Motor Pool	1,671,526	208,749	-	1,880,275
	<u>67,902,364</u>	<u>2,591,819</u>	<u>(205,930)</u>	<u>70,288,253</u>
Less: Accumulated Depreciation:				
Buildings	(9,394,498)	(443,588)	-	(9,838,086)
Machinery and Equipment	(6,398,879)	(142,146)	205,930	(6,335,095)
Infrastructure	(21,373,310)	(1,619,618)	-	(22,992,928)
Internal Service Fund - Motor Pool	(884,769)	(172,880)	-	(1,057,649)
	<u>(38,051,456)</u>	<u>(2,378,232)</u>	<u>205,930</u>	<u>(40,223,758)</u>
Governmental Activities				
Capital Assets, net	<u>\$39,473,957</u>	<u>\$ 213,587</u>	<u>\$ -</u>	<u>\$39,687,544</u>

Depreciation expense was charged to the following governmental activities:

General Government	\$ 754,044
Public Safety	255,277
Public Works	726,420
Recreation and Cultural	469,611
Charged through Internal Service Fund	172,880
	<u>\$ 2,378,232</u>

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

III. DETAILED NOTES ON ALL FUNDS – Continued

C. Capital Assets – Continued

Business-type Activities:	Beginning Balance	Additions	Deletions	Ending Balance
Capital Assets, not depreciated:				
Land	\$ 1,277,618	\$ -	\$ -	\$ 1,277,618
Capital Assets, being depreciated:				
Land and Building Improvements	2,069,603	-	-	2,069,603
Machinery and Equipment	2,032,177	93,708	-	2,125,885
	<u>4,101,780</u>	<u>93,708</u>	<u>-</u>	<u>4,195,488</u>
Less: Accumulated Depreciation:				
Land and Building Improvements	(1,053,601)	(70,966)	-	(1,124,567)
Machinery and Equipment	(1,121,460)	(186,530)	-	(1,307,990)
	<u>(2,175,061)</u>	<u>(257,496)</u>	<u>-</u>	<u>(2,432,557)</u>
Business-type Activities Capital Assets, net	<u>\$ 3,204,337</u>	<u>\$ (163,788)</u>	<u>\$ -</u>	<u>\$ 3,040,549</u>

D. Interfund Receivables, Payables and Transfers

1. Interfund Receivables and Payables

The composition of interfund balances as of December 31, 2018, is as follows:

<u>Advance Receivable</u>	<u>Advance Payable</u>	
General Fund	Motor Pool Fund	\$ 275,215

The General Fund advanced funds to the Motor Pool Fund for the purchase of equipment. The principal is to be repaid over 10 years.

2. Interfund Transfers

<u>Transfers In</u>	<u>Transfers Out</u>	
Bike Path, Sidewalk, Rec., Roads	General Fund	\$ 433,000
General Fund	Law Enforcement Fund	50,000
Recreation Fund	Bike Path, Sidewalk, Rec., Roads	470,000
Golf Course Fund	Bike Path, Sidewalk, Rec., Roads	190,000
General Fund	GO Debt Fund	5,208
Series B Debt Fund	General Fund	705,422
2013 GO Refunding Bond Debt Fund	2006 Capital Project Fund	331,156
		<u>\$ 2,184,786</u>

Transfers include operating transfers for debt service payments and to repay advances.

The General Fund and the Bike Path, Sidewalk, Rec., Roads Fund made operating transfers to augment specific projects.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

III. DETAILED NOTES ON ALL FUNDS – Continued

E. Long-Term Debt

The following is a summary of long-term debt transactions of the Township for the year ended December 31, 2018:

	<u>Balance</u> <u>Jan 1, 2018</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance</u> <u>Dec 31, 2018</u>	<u>Due Within</u> <u>One Year</u>
Governmental Activities:					
G.O. Series B Bonds	\$ 720,000	\$ -	\$ 720,000	\$ -	\$ -
2012 Transportation Note	3,000,000	-	600,000	2,400,000	600,000
2013 G.O. Refunding Bonds	2,425,000	-	175,000	2,250,000	180,000
	6,145,000	-	1,495,000	4,650,000	780,000
Compensated Absences	1,257,886	-	847	1,257,039	209,506
	<u>\$ 7,402,886</u>	<u>\$ -</u>	<u>\$ 1,495,847</u>	<u>\$ 5,907,039</u>	<u>\$ 989,506</u>
Business-type Activities:					
Compensated Absences	<u>\$ 2,693</u>	<u>\$ 6,571</u>	<u>\$ -</u>	<u>\$ 9,264</u>	<u>\$ -</u>

The following is a summary of general obligation debt outstanding of the Township as of December 31, 2018:

	<u>Number</u> <u>of Issues</u>	<u>Interest</u> <u>Rate</u>	<u>Maturing</u> <u>Through</u>	<u>Principal</u> <u>Outstanding</u>
Governmental Activities:				
General Obligation Bonds	2	3.75%-4.50%	2029	\$ 2,250,000
Transportation Notes	1	1.00%-4.50%	2022	2,400,000
				<u>\$ 4,650,000</u>

The annual debt service requirements to maturity for debt outstanding as of December 31, 2018 is as follows:

<u>Year Ended</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2019	\$ 780,000	\$ 105,840
2020	785,000	89,460
2021	790,000	72,960
2022	795,000	53,340
2023	200,000	33,600
2024-2028	1,070,000	93,000
2029	230,000	2,760
	<u>\$ 4,650,000</u>	<u>\$ 450,960</u>

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

III. DETAILED NOTES ON ALL FUNDS – Continued

F. Fund Balance Classifications

A detailed description of fund balance classifications (for all governmental fund types) at December 31, 2018, is presented below:

<u>Fund Balance</u>	<u>General</u> <u>Fund</u>	<u>Fire</u> <u>Department</u>	<u>Environmental</u> <u>Services</u>	<u>Law</u> <u>Enforcement</u>	<u>Other</u> <u>Nonmajor</u> <u>Governmental</u> <u>Funds</u>	<u>Total</u>
Nonspendable:						
Prepays & Inventory	\$ 153,155	\$ 131,043	\$ 5,293	\$ 7,964	\$ 56,091	\$ 353,546
Advance to Other Funds	275,215	-	-	-	-	275,215
Total Nonspendable	<u>428,370</u>	<u>131,043</u>	<u>5,293</u>	<u>7,964</u>	<u>56,091</u>	<u>628,761</u>
Restricted:						
Fire	-	455,669	-	-	-	455,669
Environmental Serv.	-	-	1,236,648	-	-	1,236,648
Law Enforcement	-	-	-	2,263,987	-	2,263,987
Parks	-	-	-	-	34,479	34,479
Bike Path, Sidewalk, Recreation, Roads	-	-	-	-	257,569	257,569
Recreation	-	-	-	-	21,235	21,235
District Court	-	-	-	-	294,544	294,544
Bldg Rental Inspect.	-	-	-	-	146,208	146,208
Building Dept.	-	-	-	-	1,178,348	1,178,348
Hydro Station	-	-	-	-	257,533	257,533
Nuisance Abatement	-	-	-	-	75,340	75,340
Debt Service	-	-	-	-	224,068	224,068
Total Restricted	<u>-</u>	<u>455,669</u>	<u>1,236,648</u>	<u>2,263,987</u>	<u>2,489,324</u>	<u>6,445,628</u>
Assigned:						
Drains	200,000	-	-	-	-	200,000
Community Stabilization	200,000	-	-	-	-	200,000
Capital Improvements	1,898,032	-	-	-	-	1,898,032
Road Improvements	839,992	-	-	-	-	839,992
Streetlight Upgrades	105,477	-	-	-	-	105,477
PTO for Employees	20,226	-	-	-	-	20,226
Total Assigned	<u>3,263,727</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,263,727</u>
Unassigned	<u>2,753,669</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,753,669</u>
Total Fund Balance	<u>\$ 6,445,766</u>	<u>\$ 586,712</u>	<u>\$ 1,241,941</u>	<u>\$ 2,271,951</u>	<u>\$ 2,545,415</u>	<u>\$ 13,091,785</u>

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

III. DETAILED NOTES ON ALL FUNDS – Continued

G. Property Taxes

Property taxes are assessed as of each December 31. The Township tax levy is billed on December 1 of the following year, and payable through February. Taxes are considered delinquent on March 1, at which time the applicable property is subject to lien and penalty and interest is assessed. The maximum authorized operating levy for the Township are detailed below for the 2017 tax roll:

<u>Purpose</u>	<u>Authorization</u>	Pre- Rollback <u>Auth. Rate</u>	Post Rollback <u>Auth. Rate</u>	<u>Rate Levied</u>
Operating	State Law	1.0322	1.0322	1.0322
Fire Protection	Voter Approved	3.1250	3.1250	3.1250
Solid Waste	Voter Approved	2.1550	2.1550	2.1550
Police	Voter Approved	5.9500	5.9500	5.9500
Recreational	Voter Approved	1.0059	1.0059	1.0059
Fire Pension	State Law	-	1.2000	1.2000
			<u>14.4681</u>	<u>14.4681</u>

IV. OTHER INFORMATION

A. Firefighters Defined Benefit Pension Plan

Summary of Significant Accounting Policies

*Method used to value investments.* Investments are reported at fair value. Securities traded on a national or international exchange are valued at the last reported sales price at current exchange rates.

Plan Description

The Charter Township of Ypsilanti Police and Firefighters Retirement System Pension Board administers the Charter Township of Ypsilanti Police and Firefighters Pension Plan, which is a single employer defined benefit pension plan that provides retirement, disability, and death benefits for all eligible firefighters and their beneficiaries. Benefit terms have been established by Township policy and contractual agreements authorized by the Township Board, and may be amended by Township Board action.

Management of the Plan is vested in a pension board, which consist of five members – two elected, two appointed by the Township Board and the Township Treasurer.



CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

A. Firefighters Defined Benefit Pension Plan – Continued

Benefits Provided

The Pension Plan provides retirement, disability, and death benefits to eligible plan members. Retirement benefits are computed using credited service at the time of termination of membership multiplied by a certain percentage based on the benefit program in effect as of the date of termination of membership times the final average compensation (FAC).

Plan Membership

As of December 31, 2017, pension plan membership consisted of the following:

Inactive Plan members currently receiving benefits	63
Inactive Plan members entitled to but not receiving benefits	-
Active Members	<u>23</u>
Total Plan Members	<u>86</u>

Contributions

The authority to amend contribution requirements rests with the Pension Board, which establishes rates based on an actuarially determined rate recommended by an independent actuary. The actuarially determined rate is the estimate amount necessary to finance the costs of benefits earned by plan members during the year, with an additional amount to finance any unfunded accrued liability. Covered employees are required to contribute 6% of their pay. The Township is required to contribute the difference between the actuarially determined rate and the contribution rate of plan members. For the year ended December 31, 2017 the Township contributed \$763,874.

Pension Reserves

In accordance with Public Act 345 as amended, the following reserves are required to be set aside within the pension plan:

*The retiree reserve* is to be computed annually by the actuary as the present value of estimated benefit payments for all current retirees. The amounts reserved may be used solely to pay monthly retiree benefit payments.

*The employee reserve* is credited as employee contributions are received throughout the year; the Plan maintains a record of the amount contributed by each employee, and credits interest annually at a rate of 2.0 percent. For any employee who terminates before vesting in the plan, their balance is returned to them; for those who stay until retirement, the balance is transferred into the retiree reserve.

*The employer reserve* is used to account for the residual net position balance in the pension plan after funding the retiree reserve and the employee reserve.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

A. Firefighters Defined Benefit Pension Plan – Continued

The balances of the reserve accounts at December 31, 2017 are as follows:

	<u>Required</u> <u>Reserve</u>	<u>Amount</u> <u>Funded</u>
Retiree Reserve	\$ 28,148,714	\$ 28,148,714
Employee Reserve	1,022,496	1,022,496
Employer Reserve	-	(1,141,468)
Valuation Asset Adjustment	-	-
		<u>\$ 28,029,742</u>

Investment Policy

The pension plans' policy in regard to the allocation of invested assets is established and may be amended by the Pension Board by a majority vote of its members. It is the policy of the Pension Board to pursue an investment strategy that manages risk through the prudent diversification of the portfolio across a broad selection of distinct asset classes. The pension plan's investment policy discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. The following was the Board's adopted asset allocation policy as of December 31, 2017.

<u>Asset Class</u>	<u>Target Allocation</u>
Domestic equity	30%
International equity	20%
Fixed income	40%
Real estate	10%
Total	<u>100%</u>

Projected Cash Flows

Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return on pension plan investments was determined using a model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return is 6.50%.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

A. Firefighters Defined Benefit Pension Plan – Continued

Net Pension Liability

The net pension liability reported at December 31, 2018 was determined using a measure of the total pension liability and the plan net position as of December 31, 2017. The December 31, 2017 total pension liability was determined by an actuarial valuation performed as of that date.

Changes in the net pension liability during the measurement year were as follows:

<u>Changes in Net Pension Liability</u>	<u>Increase (Decrease)</u>		
	<u>Total Pension Liability</u>	<u>Plan Net Position</u>	<u>Net Pension Liability</u>
Balance at December 31, 2016	\$ 32,684,010	\$ 27,248,380	\$ 5,435,630
Service Cost	436,506	-	436,506
Interest	2,275,323	-	2,275,323
Contributions-Employer	-	763,874	(763,874)
Contributions-Employee	-	106,038	(106,038)
Net Investment Income	-	2,583,283	(2,583,283)
Differences between Expected and Actual Experience	511,876	-	511,876
Change in Assumptions	2,787,409	-	2,787,409
Benefit Payments, including refunds	(2,542,308)	(2,542,308)	-
Administrative Expenses	-	(147,139)	147,139
Other	-	17,614	(17,614)
Net Changes	<u>3,468,806</u>	<u>781,362</u>	<u>2,687,444</u>
Balance at December 31, 2017	<u>\$ 36,152,816</u>	<u>\$ 28,029,742</u>	<u>\$ 8,123,074</u>

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

A. Firefighters Defined Benefit Pension Plan – Continued

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2018, the Township reported deferred outflows of resources related to pensions from the following sources:

<u>Source</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Net difference between projected and actual earnings on pension plan investments	\$ 692,606	\$ 445,446
Differences between expected and actual experience	388,522	-
Changes in assumptions	1,808,493	-
Employer contributions to the plan subsequent to the measurement date	786,578	-
Total	<u>\$ 3,676,199</u>	<u>\$ 445,446</u>

Amounts reported as deferred outflows of resources related to pensions will be recognized in pension expense as follows:

<u>Years Ending Dec. 31</u>	<u>Amount</u>
2019	\$ 1,432,734
2020	1,158,407
2021	(35,603)
2022	(111,363)

Actuarial assumptions

The total pension liability was determined by an actuarial valuation as of December 31, 2017, using the following actuarial assumptions, applied to all periods included in the measurement:

Investment rate of return	6.50%
Salary increases	3.00%
Inflation	2.50%

Mortality rates were based on the RP-2014 Healthy Annuitant Mortality Table projected 5 years to 2019.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

A. Firefighters Defined Benefit Pension Plan – Continued

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the Township, calculated using the discount rate of 6.50 percent, as well as what the Township’s net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease (5.50%)	Current Discount Rate (6.50%)	1% Increase (7.50%)
Net Pension Liability	\$ <u>12,303,777</u>	\$ <u>8,123,074</u>	\$ <u>4,643,904</u>

B. Municipal Employee Retirement System Defined Benefit Plan

Plan Description

The Township contributes to the Municipal Employees’ Retirement System of Michigan (MERS), which is an agent multiple-employer defined benefit pension plan that covers all full time employees of the Township except elected officials and firefighters. MERS was established by the Michigan Legislature in 1945 and is administered by a nine member Retirement Board. MERS issues a publicly available financial report that includes financial statements and required supplementary information for the system. That report may be obtained at [mersofmich.com](http://mersofmich.com).

Benefits Provided

The Plan provides retirement, disability, and death benefits to plan members and their beneficiaries, as established by Public Act 427 of 1984, as amended. The Plan covers all full-time employees at the Township except elected officials and firefighters. Benefits are calculated as 2.5 percent of the employee’s five-year final average compensation times the employee’s years of service with a maximum of 80 percent of final average compensation. Normal retirement age is 60. Deferred retirement benefits vest after 10 years of credited service but are not paid until the date retirement would have occurred if the member had remained an employee. Benefit terms, within the guidelines established by MERS, are generally established and amended by authority of the Township Board.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

B. Municipal Employee Retirement System Defined Benefit Plan – Continued

Employees Covered by Benefit Terms

At the December 31, 2017 measurement date, the following employees were covered by the benefit terms:

Inactive plan members or beneficiaries currently receiving benefits	63
Inactive plan members entitled to but not yet receiving benefits	12
Active Plan Members	<u>70</u>
Total Employees covered by MERS	<u>145</u>

Contributions

The State of Michigan Constitution, Article 9, Section 24, requires that financial benefits arising on account of employee services rendered in each year be funded during that year. Accordingly, MERS retains an independent actuary to determine the annual contribution.

The employer is required to contribute amounts at least equal to the actuarially determined rate, as established by the MERS retirement board. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by plan members during the year, with an additional amount to finance any unfunded accrued liability. The employer may establish contribution rates to be paid by its covered employees.

For the year ended December 31, 2017, the average active employee contribution rate was 8.3% percent of gross wages for all employees.

Net Pension Liability

The net pension liability reported at December 31, 2018 was determined using a measure of the total pension liability and the plan net position as of December 31, 2017. The December 31, 2017 total pension liability was determined by an actuarial valuation performed as of that date.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

B. Municipal Employee Retirement System Defined Benefit Plan – Continued

Changes in the net pension liability during the measurement year were as follows:

<u>Changes in Net Pension Liability</u>	<u>Increase (Decrease)</u>		
	<u>Total Pension Liability</u>	<u>Plan Net Position</u>	<u>Net Pension Liability</u>
Balance at December 31, 2016	\$ 21,420,292	\$ 14,758,758	\$ 6,661,534
Service Cost	462,844	-	462,844
Interest	1,685,571	-	1,685,571
Contributions-Employer	-	609,995	(609,995)
Contributions-Employee	-	309,739	(309,739)
Net Investment Income	-	1,946,071	(1,946,071)
Differences between Actual and Expected Experience	(229,595)	-	(229,595)
Benefit Payments, including refunds	(1,164,141)	(1,164,141)	-
Administrative Expenses	-	(30,808)	30,808
Net Changes	<u>754,679</u>	<u>1,670,856</u>	<u>(916,177)</u>
Balance at December 31, 2017	<u>\$ 22,174,971</u>	<u>\$ 16,429,614</u>	<u>\$ 5,745,357</u>

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2018, the Township reported deferred outflows of resources related to pensions from the following sources:

<u>Source</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Net difference between projected and actual earnings on pension plan investments	\$ 1,202,643	\$ -
Changes in assumptions related to economic and demographic factors	461,688	-
Net difference between projected and actual experience	-	260,457
Employer contributions to the plan subsequent to the measurement date	647,414	-
Total	<u>\$ 2,311,745</u>	<u>\$ 260,457</u>

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

B. Municipal Employee Retirement System Defined Benefit Plan – Continued

Amounts reported as deferred outflows of resources related to pensions will be recognized in pension expense as follows. These amounts are exclusive of the employer contributions to the plan made subsequent to the measurement date (\$647,414), which will impact the net pension liability in fiscal year 2019, rather than pension expense.

Years Ending	
<u>Dec. 31</u>	<u>Amount</u>
2019	\$ 264,553
2020	469,059
2021	505,543
2022	164,719

Actuarial Assumptions

The total pension liability in the December 31, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50%
Salary increases	3.75%
Investment rate of return	7.75%

Mortality rates were based on the RP=2014 Healthy Annuitant Mortality Tables of a 50 percent male and 50 percent female blend with rates multiplied by 105%. For disabled retirees, the 50% Male and 50% Female blend of the RP-2014 Disabled Retiree Mortality Tables.

The actuarial assumptions used in the December 31, 2017 valuation were based on the results of an actuarial experience study in 2013.

Discount Rate

The discount rate used to measure the total pension liability was 8.00 percent. The projection of cash flows used to determine the discount rate assumes that employee contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate.



CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

B. Municipal Employee Retirement System Defined Benefit Plan – Continued

Projected Cash Flows

Based on those assumptions, the pension plan’s fiduciary net position was not projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a model in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return as of December 31, 2017, the measurement date, for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-term Expected Real Rate of Return</u>
Global Equity	58%	5.0%
Global Fixed Income	20%	2.2%
Real Assets	12%	4.2%
Diversifying strategies	10%	6.6%

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the Township, calculated using the discount rate of 8.00 percent, as well as what the Township’s net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	<u>1% Decrease (7.00%)</u>	<u>Current Discount Rate (8.00%)</u>	<u>1% Increase (9.00%)</u>
Net Pension Liability	\$ <u>8,065,918</u>	\$ <u>5,745,357</u>	\$ <u>3,764,017</u>

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

B. Municipal Employee Retirement System Defined Benefit Plan – Continued

Pension Plan Fiduciary Net Position

Detailed information about the plan's fiduciary net position is available in the separately issued financial report. For the purposes of measuring the net pension liability, deferred outflows of resources, and deferred inflows of resources related to pension and pension expense, information about the plan's fiduciary net position and addition to/deduction from fiduciary net position have been determined on the same basis as they are reported by the plan. The plan uses the economic resources measurement focus and the full accrual basis of accounting. Investments are stated at fair value. Contribution revenue is recorded as contributions are due pursuant to legal requirements. Benefit payments and refunds of employee contributions are recognized as expense when due and payable in accordance with the benefit terms.

C. Post-Employment Health Care Benefits

1. General Township Employee Plan

Plan Description

In addition to providing pension benefits, the Township provides certain health care benefits to all full time employees of the Township. The Township Board established by resolution the general Township employees' Health Care Plan, a single-employer defined benefit post-employment health care plan. The plan is designed to accumulate resources to pay for post-employment health, dental, and vision insurance for retired general township employees and is administered through the Michigan Municipal Employees Retirement System (MERS). The plan is included in the Township's financial statements as a fiduciary fund. The plan was established under the Authority of Public Act 169 of 1999. The plan does not issue separate stand-alone statements.

Employees Covered by Benefit Terms

At the December 31, 2017 valuation date, the following employees were covered by the benefit terms:

Inactive plan members or beneficiaries currently receiving benefits	44
Inactive plan members entitled to but not yet receiving benefits	1
Active Plan Members	<u>49</u>
Total	<u>94</u>

Contributions

The Plan's funding policy provides for periodic contributions by the Township at actuarially determined rates expressed as a percentage of annual covered payroll. The actuarially determined contribution (ADC) represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

C. Post-Employment Health Care Benefits - Continued

1. General Township Employee Plan - Continued

Summary of Significant Accounting Policies

For the purpose of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB (if applicable), and OPEB expenses, have been determined on the same basis as they are reported for the Township. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms.

Actuarial Assumptions

The total OPEB liability was determined by an actuarial valuation as of December 31, 2017. The following actuarial assumptions were applied:

Actuarial Cost Method	Entry-age normal
Amortization Method	Level Percentage of Payroll, closed
Remaining Amortization	28 years
Investment Rate of Return	7.00%
Salary increases	3.50%-16.50%, including inflation
Mortality	RP-2014 Healthy Annuitant Tables for males and female; Projected to 2019 with MP-2014
Health care trend rates	Trend rates starting at 9.0% and gradually decreasing to an ultimate trend rate of 3.50%

Discount Rate

The discount rate used to measure the total OPEB liability was 7.00% based on the average effective rate consisting of long term return on assets and 20 year Aa Municipal Bond Rate.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

C. Post-Employment Health Care Benefits - Continued

1. General Township Employee Plan - Continued

Changes in Net OPEB Liability

The components of the change in the net OPEB liability are summarized as follows:

<u>Changes in Net OPEB Liability</u>	<u>Increase (Decrease)</u>		
	<u>Total OPEB Liability</u>	<u>Plan Net Position</u>	<u>Net OPEB Liability</u>
Balance at January 1, 2017	\$ 11,540,340	\$ 5,639,018	\$ 5,901,322
Service Cost	175,863	-	175,863
Interest Cost	797,509	-	797,509
Differences between Actual and Expected Experience	93,424	-	93,424
Change in Assumptions	630,904	-	630,904
Employer Contributions	-	646,163	(646,163)
Net Investment Income	-	794,526	(794,526)
Benefit Payments	(470,566)	(470,566)	-
Administrative Expenses	-	(15,238)	15,238
Net Changes	<u>1,227,134</u>	<u>954,885</u>	<u>272,249</u>
Balance at December 31, 2017	<u>\$ 12,767,474</u>	<u>\$ 6,593,903</u>	<u>\$ 6,173,571</u>

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Township, calculated using the discount rate of 7.00 percent, as well as what the Township's net OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	<u>1% Decrease (6.00%)</u>	<u>Current Discount Rate (7.00%)</u>	<u>1% Increase (8.00%)</u>
Net OPEB Liability	\$ <u>7,706,496</u>	\$ <u>6,173,571</u>	\$ <u>4,883,788</u>

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

C. Post-Employment Health Care Benefits - Continued

1. General Township Employee Plan - Continued

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rate

The following presents the net OPEB liability of the Township, as well as what the Township's net OPEB liability would be if it were calculated using healthcare trends rates that are 1 percentage point lower or 1 percentage point higher than the current healthcare cost trend rates:

	1% Decrease	Healthcare Cost Trend Rate	1% Increase
Net OPEB Liability	\$ <u>5,185,572</u>	\$ <u>6,173,571</u>	\$ <u>7,479,494</u>

2. FireFighter's Health Care Plan

Plan Description

The Township Board established by resolution the Firefighter's Health Care Plan, a single-employer defined benefit post-employment health care plan. The plan is designed to accumulate resources to pay for post-employment health, dental, vision, and life insurance for retired firefighters and is administered through The Vanguard Group. The plan was established under the authority of P.A. 169 of 1999 and is included in the Township's financial statements as a fiduciary fund. The plan does not issue stand-alone financial statements.

Employees Covered by Benefit Terms

At the December 31, 2017 valuation date, the following employees were covered by the benefit terms:

Inactive plan members or beneficiaries currently receiving benefits	43
Inactive plan members entitled to but not yet receiving benefits	-
Active Plan Members	<u>18</u>
Total	<u>61</u>

Contributions

The Plan's funding policy provides for periodic contributions by the Township at actuarially determined rates expressed as a percentage of annual covered payroll. Plan members were required to contribute 1% through September 2012, and thereafter are required to contribute 4% of their annual covered salary. Administrative costs of the plan are financed through investment earnings. The actuarially determined contribution (ADC) represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

C. Post-Employment Health Care Benefits - Continued

2. FireFighter's Health Care Plan - Continued

Summary of Significant Accounting Policies

For the purpose of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB (if applicable), and OPEB expenses, have been determined on the same basis as they are reported for the Township. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms.

Actuarial Assumptions

The total OPEB liability was determined by an actuarial valuation as of December 31, 2017. The following actuarial assumptions were applied:

Actuarial Cost Method	Entry-age normal
Amortization Method	Level Percentage of Payroll, closed
Remaining Amortization	28 years
Investment Rate of Return	6.50%
Salary increases	3.50%-7.00%, including inflation
Mortality	RP-2014 Healthy Annuitant Tables for males and female; Projected to 2019 with MP-2014
Health care trend rates	Trend rates starting at 9.0% and gradually decreasing to an ultimate trend rate of 3.50%

Discount Rate

The discount rate used to measure the total OPEB liability was 6.50% based on the average effective rate consisting of long term return on assets and 20 year Aa Municipal Bond Rate.

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

C. Post-Employment Health Care Benefits - Continued

2. FireFighter’s Health Care Plan - Continued

Changes in Net OPEB Liability

The components of the change in the net OPEB liability are summarized as follows:

<u>Changes in Net OPEB Liability</u>	<u>Increase (Decrease)</u>		
	<u>Total OPEB Liability</u>	<u>Plan Net Position</u>	<u>Net OPEB Liability</u>
Balance at January 1, 2017	\$ 12,288,750	\$ 5,231,243	\$ 7,057,507
Service Cost	138,294	-	138,294
Interest Cost	842,858	-	842,858
Differences between Actual and Expected Experience	169,008	-	169,008
Change in Assumptions	1,730,520	-	1,730,520
Employer Contributions	-	629,226	(629,226)
Employee Contributions	-	52,989	(52,989)
Net Investment Income	-	715,512	(715,512)
Benefit Payments	<u>(634,137)</u>	<u>(634,137)</u>	<u>-</u>
Net Changes	<u>2,246,543</u>	<u>763,590</u>	<u>1,482,953</u>
Balance at December 31, 2017	<u>\$ 14,535,293</u>	<u>\$ 5,994,833</u>	<u>\$ 8,540,460</u>

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Township, calculated using the discount rate of 6.50 percent, as well as what the Township’s net OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	<u>1% Decrease (5.50%)</u>	<u>Current Discount Rate (6.50%)</u>	<u>1% Increase (7.50%)</u>
Net OPEB Liability	\$ <u>10,275,048</u>	\$ <u>8,540,460</u>	\$ <u>7,090,585</u>

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

C. Post-Employment Health Care Benefits - Continued

2. Firefighter’s Health Care Plan

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rate

The following presents the net OPEB liability of the Township, as well as what the Township’s net OPEB liability would be if it were calculated using healthcare trends rates that are 1 percentage point lower or 1 percentage point higher than the current healthcare cost trend rates:

	1% Decrease	Healthcare Cost Trend Rate	1% Increase
Net OPEB Liability	\$ <u>7,485,887</u>	\$ <u>8,540,460</u>	\$ <u>9,959,948</u>

D. Risk Management

The Township participates in a pool, the Michigan Municipal League Liability and Property Pool purchases insurance coverage through traditional means. The Township's property and liability and workers compensation coverages are on file in the Risk Manager’s office.

E. Contingencies

1. Consent Judgment

The Township entered into a settlement agreement with the City of Ypsilanti relative to dissolution of the Joint Ypsilanti Recreation Organization (JYRO). Under the settlement, all properties previously owned and managed by JYRO were conveyed to the Township in exchange for the following contingent payments from the Township to the City:

- a. 10% of gross revenues, for fifty years, from the operation of the Ford Lake Dam. Gross revenues are defined as revenues from dam operations less 20% reserve for capital improvements, until \$300,000 is accumulated.
- b. 50% of residual funds available after Dam, Park Operations, royalties and reserve requirements are paid from Dam revenues.

For 2018, the Township paid the City of Ypsilanti \$47,912 under this agreement.



CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

E. Contingencies - Continued

2. Ypsilanti Community Utility Debt

As discussed in the “Reporting Entity” the Township participates in a joint venture with the City of Ypsilanti, known as the Ypsilanti Community Utilities Authority. The Authority issues bonds that are backed by the full faith and credit (subject to constitutional limitations) of the City or Township. The proceeds of these bonds are used to construct the various infrastructure projects, and the recipient of these obligations have been made by the revenues of the Authority. As of August 31, 2018, (the latest audited information of the Authority) the total amount of these obligations was \$47,208,108.

F. Tax Abatements

The Charter Township of Ypsilanti granted Industrial Facilities Tax exemptions (P.A. 198 of 1974) to properties within the Township. Industrial Facility Exemptions are intended to promote construction of new industrial facilities or to rehabilitate facilities. Under the industrial facility exemption program, the Township’s millage is reduced by 50 percent on that parcel. As of December 31, 2018, the Township’s property tax revenue was reduced by \$95,362 under this tax abatement program.

G. Restatement

The financial statements for the year ended December 31, 2017 have been restated to reflect the adoption of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (OPEB)*. The effect of this new accounting standard decreased governmental net position as follows:

Net Position – Dec. 31, 2017, as previously reported	\$ 36,379,326
Adjustment for adoption of GASB No. 75	<u>(12,958,829)</u>
Net Position – Dec. 31, 2017, as restated	<u>\$ 23,420,497</u>

CHARTER TOWNSHIP OF YPSILANTI  
Notes to Financial Statements  
December 31, 2018

IV. OTHER INFORMATION – Continued

H. Upcoming Accounting Pronouncements

In January 2017, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 84, *Fiduciary Activities*, which establishes specific criteria for identifying activities that should be reported as fiduciary activities. The Township is currently evaluating the impact of this standard on its financial statements. The Statement is effective beginning with the Township's fiscal year ending December 31, 2019.

In June 2017, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 87, *Leases*, which requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases. This Statement is based on the principle that leases are financings of the right to use an underlying asset. The Township is currently evaluating the impact of this standard on its financial statements. The Statement is effective beginning with the Township's fiscal year ending December 31, 2020.



REQUIRED SUPPLEMENTARY INFORMATION

**CHARTER TOWNSHIP OF YPSILANTI**  
**Required Supplemental Information**  
**Schedule of Changes in the Net Pension Liability and Related Ratios**  
**MERS Defined Benefit Plan**  
**Last Ten Fiscal Years (schedule is built prospectively upon implementation of GASB 68)**

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Total Pension Liability:				
Service Cost	\$ 462,844	\$ 438,417	\$ 447,997	\$ 399,446
Interest	1,685,571	1,659,008	1,552,248	1,490,791
Change in assumptions	-	-	879,408	-
Change in benefits	-	(19,037)	-	-
Differences between actual and expected experience	(229,595)	(613,520)	184,979	-
Benefit payments, including refunds	(1,164,141)	(1,125,954)	(1,148,769)	(1,190,376)
Net Change in Total Pension Liability	<u>754,679</u>	<u>338,914</u>	<u>1,915,863</u>	<u>699,861</u>
Total Pension Liability, Beginning of year	<u>21,420,292</u>	<u>21,081,378</u>	<u>19,165,515</u>	<u>18,465,654</u>
Total Pension Liability, End of year	<u>\$ 22,174,971</u>	<u>\$ 21,420,292</u>	<u>\$ 21,081,378</u>	<u>\$ 19,165,515</u>
Plan Fiduciary Net Position:				
Contributions - Employer	\$ 609,995	\$ 468,622	\$ 469,553	\$ 476,460
Contributions - Employee	309,739	270,090	336,587	240,477
Net Investment Income	1,946,071	1,540,006	(212,813)	868,126
Administrative Expenses	(30,808)	(30,402)	(30,969)	(31,810)
Benefit payments, including refunds	(1,164,141)	(1,125,954)	(1,148,769)	(1,190,376)
Net Change in Plan Fiduciary Net Position	<u>1,670,856</u>	<u>1,122,362</u>	<u>(586,411)</u>	<u>362,877</u>
Plan Fiduciary Net Position, Beginning of year	<u>14,758,758</u>	<u>13,636,396</u>	<u>14,222,807</u>	<u>13,859,930</u>
Plan Fiduciary Net Position, End of year	<u>\$ 16,429,614</u>	<u>\$ 14,758,758</u>	<u>\$ 13,636,396</u>	<u>\$ 14,222,807</u>
Township's Net Pension Liability - Ending	<u>\$ 5,745,357</u>	<u>\$ 6,661,534</u>	<u>\$ 7,444,982</u>	<u>\$ 4,942,708</u>
Plan Fiduciary Net Position as a Percent of Total Pension Liability	74.1%	68.9%	64.7%	74.2%
Covered Employee Payroll	\$ 3,619,620	\$ 3,482,631	\$ 3,612,939	\$ 3,182,195
Township's Net Pension Liability as a Percent of Covered Employee Payroll	158.7%	191.3%	206.1%	155.3%

**CHARTER TOWNSHIP OF YPSILANTI**  
**Required Supplemental Information**  
**Schedule of Changes in the Net Pension Liability and Related Ratios**  
**Firefighters Defined Benefit Plan**  
**Last Ten Fiscal Years (schedule is built prospectively upon implementation of GASB 68)**

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Total Pension Liability:				
Service Cost	\$ 436,506	\$ 428,537	\$ 420,489	\$ 456,943
Interest	2,275,323	2,396,058	2,271,936	2,248,934
Difference between Expected and Actual Experience	511,876	-	(713,882)	153,446
Assumption Changes	2,787,409	-	-	(96,959)
Benefit payments, including refunds	(2,542,308)	(2,134,526)	(2,222,807)	(2,630,932)
Net Change in Total Pension Liability	<u>3,468,806</u>	<u>690,069</u>	<u>(244,264)</u>	<u>131,432</u>
Total Pension Liability, Beginning of year	<u>32,684,010</u>	<u>31,993,941</u>	<u>32,238,205</u>	<u>32,106,773</u>
Total Pension Liability, End of year	<u>\$ 36,152,816</u>	<u>\$ 32,684,010</u>	<u>\$ 31,993,941</u>	<u>\$ 32,238,205</u>
Plan Fiduciary Net Position:				
Contributions - Employer	\$ 763,874	\$ 789,018	\$ 737,867	\$ 759,462
Contributions - Employee	106,038	101,436	99,333	102,044
Net Investment Income	2,583,283	1,661,187	927,627	1,542,487
Administrative Expenses	(129,525)	(146,940)	(138,612)	(94,626)
Benefit payments, including refunds	(2,542,308)	(2,134,526)	(2,222,807)	(2,630,932)
Net Change in Plan Fiduciary Net Position	<u>781,362</u>	<u>270,175</u>	<u>(596,592)</u>	<u>(321,565)</u>
Plan Fiduciary Net Position, Beginning of year	<u>27,248,380</u>	<u>26,978,205</u>	<u>27,574,797</u>	<u>27,896,362</u>
Plan Fiduciary Net Position, End of year	<u>\$ 28,029,742</u>	<u>\$ 27,248,380</u>	<u>\$ 26,978,205</u>	<u>\$ 27,574,797</u>
Township's Net Pension Liability - Ending	<u>\$ 8,123,074</u>	<u>\$ 5,435,630</u>	<u>\$ 5,015,736</u>	<u>\$ 4,663,408</u>
Plan Fiduciary Net Position as a Percent of Total Pension Liability	77.5%	83.4%	84.3%	85.5%
Covered Employee Payroll	\$ 1,968,592	\$ 1,758,735	\$ 1,709,517	\$ 1,706,096
Township's Net Pension Liability as a Percent of Covered Employee Payroll	412.6%	309.1%	293.4%	273.3%

**CHARTER TOWNSHIP OF YPSILANTI**  
**Required Supplemental Information**  
**Schedule of Changes in the Net Pension Liability and Related Ratios**  
**Township OPEB Benefit Plan**  
**Last Ten Fiscal Years (schedule is built prospectively upon implementation of GASB 68)**

	2018
Total Pension Liability:	
Service Cost	\$ 175,863
Interest	797,509
Change in assumptions	630,904
Differences between actual and expected experience	93,424
Benefit payments, including refunds	(470,566)
Net Change in Total Pension Liability	1,227,134
 Total Pension Liability, Beginning of year	 11,540,340
 Total Pension Liability, End of year	 \$ 12,767,474
 Plan Fiduciary Net Position:	
Contributions - Employer	\$ 646,163
Contributions - Employee	-
Net Investment Income	794,526
Administrative Expenses	(15,238)
Benefit payments, including refunds	(470,566)
Net Change in Plan Fiduciary Net Position	954,885
 Plan Fiduciary Net Position, Beginning of year	 5,639,018
 Plan Fiduciary Net Position, End of year	 \$ 6,593,903
 Township's Net Pension Liability - Ending	 \$ 6,173,571
 Plan Fiduciary Net Position as a Percent of Total Pension Liability	51.6%
 Covered Employee Payroll	\$ 2,665,488
 Township's Net Pension Liability as a Percent of Covered Employee Payroll	231.6%

**CHARTER TOWNSHIP OF YPSILANTI**  
**Required Supplemental Information**  
**Schedule of Changes in the Net Pension Liability and Related Ratios**  
**Firefighters OPEB Plan**  
**Last Ten Fiscal Years (schedule is built prospectively upon implementation of GASB 68)**

	2018
Total Pension Liability:	
Service Cost	\$ 138,294
Interest	842,858
Difference between Expected and Actual Experience	169,008
Assumption Changes	1,730,520
Benefit payments, including refunds	(634,137)
Net Change in Total Pension Liability	2,246,543
 Total Pension Liability, Beginning of year	 12,288,750
Total Pension Liability, End of year	\$ 14,535,293
 Plan Fiduciary Net Position:	
Contributions - Employer	\$ 629,226
Contributions - Employee	52,989
Net Investment Income	715,512
Benefit payments, including refunds	(634,137)
Net Change in Plan Fiduciary Net Position	763,590
 Plan Fiduciary Net Position, Beginning of year	 5,231,243
Plan Fiduciary Net Position, End of year	\$ 5,994,833
 Township's Net Pension Liability - Ending	 \$ 8,540,460
 Plan Fiduciary Net Position as a Percent of Total Pension Liability	41.2%
 Covered Employee Payroll	\$ 1,433,411
 Township's Net Pension Liability as a Percent of Covered Employee Payroll	595.8%





**CHARTER TOWNSHIP OF YPSILANTI**  
**Required Supplemental Information**  
**Schedule of Township Pension Contributions-MERS**  
**Last Ten Fiscal Years**

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Actuarially determined contribution	\$ 551,417	\$ 543,730	\$ 468,622	\$ 469,556	\$ 476,460	\$ 424,589	\$ 355,165	\$ 326,560	\$ 314,267	\$ 350,492
Contributions in relation to the actuarially determined contribution	601,417	609,995	468,622	469,556	476,460	424,589	355,165	326,560	314,267	350,492
Contribution Excess (Deficiency)	\$ 50,000	\$ 66,265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Employee Payroll	\$ 3,619,620	\$ 3,482,631	\$ 3,612,939	\$ 3,584,143	\$ 3,182,195	\$ 3,281,486	\$ 3,321,529	\$ 3,303,571	\$ 3,425,467	\$ 2,979,043
Contributions as a Percentage of Covered Employee Payroll	16.6%	17.5%	13.0%	13.1%	15.0%	12.9%	10.7%	9.9%	9.2%	11.8%

Actuarial valuation information relative to the determination of contributions:

Valuation Date Actuarially determined contribution rates are calculated as of December 31 each year, which is 12 months prior to the beginning of the fiscal year in which the contributions are required.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method Entry age normal cost

Amortization Method Level percent

Remaining Amortization Period 30 years

Asset Valuation Method 5-year smoothed market

Inflation 2.50%

Salary Increases 3.75% including inflation

Investment Rate of Return 7.75%

Cost of living adjustments None

Mortality 50% Male - 50% Female blend of the RP-2014 Healthy Annuitant Mortality Tables, with rates multiplied by 105%; RP-2014 Employee Mortality Tables; and RP-2014 Juvenile Mortality Tables



**CHARTER TOWNSHIP OF YPSILANTI**  
**Required Supplemental Information**  
**Schedule of Township Pension Contributions-Fire Pension**  
**Last Ten Fiscal Years**

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Actuarially determined contribution	\$ 786,578	\$ 763,874	\$ 789,018	\$ 737,867	\$ 750,163	\$ 687,878	\$ 472,337	\$ 421,895	\$ 304,525	\$ 231,762
Contributions in relation to the actuarially determined contribution	<u>786,578</u>	<u>763,874</u>	<u>789,018</u>	<u>737,867</u>	<u>750,163</u>	<u>687,878</u>	<u>472,337</u>	<u>421,895</u>	<u>304,525</u>	<u>231,762</u>
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Employee Payroll	1,826,564	1,934,576	2,016,307	1,768,793	1,967,312	2,046,691	1,879,944	2,669,178	2,641,821	2,669,178
Contributions as a Percentage of Covered Employee Payroll	43.1%	39.5%	39.1%	41.7%	38.1%	33.6%	25.1%	15.8%	11.5%	8.7%

Actuarial valuation information relative to the determination of contributions:

Valuation Date Actuarially determined contribution rates are calculated as of December 31 each year, which is 12 months prior to the beginning of the fiscal year in which the contributions are required.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry age normal cost
Amortization Method	Level Percentage of Payroll, Closed
Amortization Period	14-15 years
Asset Valuation Method	5 Year smoothed market
Investment Rate of Return	7.25%
Projected Salary Increases	4.0%-7.0% including inflation at 3.50%
Mortality Table	RP-2014 Mortality Tables for males and females projected five years to 2019 with MP-2014.



**CHARTER TOWNSHIP OF YPSILANTI**  
**Required Supplemental Information**  
**Schedule of Township OPEB Contributions-MERS**  
**Last Ten Fiscal Years**

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Actuarially determined contribution	\$ 633,568	\$ 646,163	\$ 654,245	\$ 667,540	\$ 607,523	\$ 832,309	\$ 861,391	\$ 824,297	\$ 785,052	\$ 751,246
Contributions in relation to the actuarially determined contribution	<u>633,568</u>	<u>646,163</u>	<u>654,245</u>	<u>667,540</u>	<u>607,523</u>	<u>832,309</u>	<u>861,391</u>	<u>824,297</u>	<u>785,052</u>	<u>751,246</u>
Contribution Excess (Deficiency)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Employee Payroll	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Contributions as a Percentage of Covered Employee Payroll	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Actuarial valuation information relative to the determination of contributions:

Valuation Date Actuarially determined contribution rates are calculated as of December 31 each year, which is 12 months prior to the beginning of the fiscal year in which the contributions are required.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry age normal cost
Amortization Method	Level percent
Remaining Amortization Period	28 years
Asset Valuation Method	Market Value
Inflation	3.50%
Salary Increases	3.50%-16.50% including inflation
Investment Rate of Return	7.00%
Mortality Table	RP-2014 Mortality Tables for males and females projected five years to 2019 with MP-2014.
Health Care Trend Rates	Trend starting at 9.0% and gradually decreasing to an ultimate trend rate of 3.5%



**CHARTER TOWNSHIP OF YPSILANTI**  
**Required Supplemental Information**  
**Schedule of Township OPEB Contributions-Fire**  
**Last Ten Fiscal Years**

	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
Actuarially determined contribution	\$ 625,958	\$ 629,226	\$ 587,148	\$ 590,744	\$ 487,768	\$ 684,431	\$ 839,610	\$ 803,454	\$ 801,714	\$ 767,190
Contributions in relation to the actuarially determined contribution	625,958	629,226	587,148	590,744	487,768	684,431	839,610	803,454	801,714	767,190
Contribution Excess (Deficiency)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Employee Payroll	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Contributions as a Percentage of Covered Employee Payroll	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Actuarial valuation information relative to the determination of contributions:

Valuation Date Actuarially determined contribution rates are calculated as of December 31 each year, which is 12 months prior to the beginning of the fiscal year in which the contributions are required.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry age normal cost
Amortization Method	Level Percentage of Payroll, Closed
Amortization Period	28 years
Asset Valuation Method	Market value
Investment Rate of Return	6.50%
Projected Salary Increases	3.5%-7.0% including inflation of 3.5%
Mortality Table	RP-2014 Mortality Tables for males and females projected five years to 2019 with MP-2014.
Health Care Trend Rates	Trend starting at 9.0% and gradually decreasing to an ultimate trend rate of 3.5%



**CHARTER TOWNSHIP OF YPSILANTI**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes**  
**in Fund Balance - Budget and Actual**  
**For the Year Ended December 31, 2018**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenues:</b>				
Property Taxes	\$ 1,901,713	\$ 1,901,713	\$ 2,052,620	\$ 150,907
Licenses and Permits	14,750	14,750	17,725	2,975
Federal Grants	-	144,330	-	(144,330)
Intergovernmental - State	4,847,932	4,847,932	5,023,166	175,234
Charges for Services	529,245	529,245	640,481	111,236
Franchise Fees	815,000	815,000	731,923	(83,077)
Interest	18,500	18,500	113,631	95,131
Rents	238,900	238,900	424,850	185,950
Other	61,800	75,037	119,789	44,752
<b>Total Revenues</b>	<u>8,427,840</u>	<u>8,585,407</u>	<u>9,124,185</u>	<u>538,778</u>
<b>Expenditures:</b>				
<b>General Government:</b>				
Legislative	146,668	146,668	141,152	5,516
District Court	300,000	347,000	345,876	1,124
Supervisor	274,242	279,982	271,685	8,297
Clerk	587,997	641,488	602,342	39,146
Treasurer	362,464	371,879	368,662	3,217
Assessor	435,418	450,221	378,070	72,151
Board of Review	2,055	2,055	1,665	390
Accounting Department	333,480	343,311	337,476	5,835
Human Resources	191,750	211,002	195,612	15,390
Building and Grounds	534,050	568,480	533,405	35,075
Legal Services	207,310	287,310	287,007	303
Computer Support	557,277	555,348	478,198	77,150
General Services	185,100	209,916	177,357	32,559
<b>Total General Government</b>	<u>4,117,811</u>	<u>4,414,660</u>	<u>4,118,507</u>	<u>296,153</u>
<b>Public Works:</b>				
Highways and Streets	385,922	1,335,083	765,543	569,540
Street Lighting & Cameras	165,500	549,991	429,061	120,930
<b>Total Public Works</b>	<u>551,422</u>	<u>1,885,074</u>	<u>1,194,604</u>	<u>690,470</u>
<b>Community and Economic Development:</b>				
Community Development	199,576	203,274	202,256	1,018
Planning Commission	6,873	6,873	4,339	2,534
Zoning Board of Appeals	3,345	3,345	1,395	1,950
Economic Development	-	39,066	34,061	5,005
Community Stabilization	1,136,000	1,219,237	1,178,254	40,983
<b>Total Community and Economic Dev.</b>	<u>1,345,794</u>	<u>1,471,795</u>	<u>1,420,305</u>	<u>51,490</u>
<b>Recreation and Cultural:</b>				
Parks and Grounds	640,695	712,690	654,197	58,493
Administration	66,948	66,948	52,080	14,868
<b>Total Recreation and Cultural</b>	<u>707,643</u>	<u>779,638</u>	<u>706,277</u>	<u>73,361</u>
<b>Other Functions:</b>				
Storm Water Management	25,000	25,000	10,041	14,959
Fringe Benefits	10,150	10,150	5,953	4,197
Retirement	418,883	418,883	418,703	180
Insurance	130,308	130,308	124,730	5,578
Other	142,900	154,900	123,320	31,580
<b>Total Other Functions</b>	<u>727,241</u>	<u>739,241</u>	<u>682,747</u>	<u>56,494</u>
Capital Outlay	79,500	421,975	226,560	195,415
<b>Total Expenditures</b>	<u>7,529,411</u>	<u>9,712,383</u>	<u>8,349,000</u>	<u>1,363,383</u>

(continued)

**CHARTER TOWNSHIP OF YPSILANTI**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes**  
**in Fund Balance - Budget and Actual**  
**For the Year Ended December 31, 2018**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Excess (Deficiency) of Revenues Over Expenditures	\$ 898,429	\$ (1,126,976)	\$ 775,185	\$ 1,902,161
Other Financing Sources (Uses):				
Operating Transfers In	50,000	50,000	55,208	5,208
Operating Transfers Out	<u>(870,000)</u>	<u>(1,180,000)</u>	<u>(1,138,422)</u>	<u>41,578</u>
Total Other Financing Sources (Uses)	<u>(820,000)</u>	<u>(1,130,000)</u>	<u>(1,083,214)</u>	<u>46,786</u>
Change in Fund Balance	78,429	(2,256,976)	(308,029)	1,948,947
Fund Balance - January 1	<u>6,753,795</u>	<u>6,753,795</u>	<u>6,753,795</u>	<u>-</u>
Fund Balance - December 31	<u>\$ 6,832,224</u>	<u>\$ 4,496,819</u>	<u>\$ 6,445,766</u>	<u>\$ 1,948,947</u>

**CHARTER TOWNSHIP OF YPSILANTI**  
**Fire Department Special Revenue Fund**  
**Statement of Revenues, Expenditures and Changes in**  
**Fund Balance - Budget and Actual**  
**For the Year Ended December 31, 2018**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance- Favorable (Unfavorable)</u>
Revenues:				
Property Taxes	\$ 4,955,438	\$ 5,128,619	\$ 5,112,206	\$ (16,413)
Charges for Services	2,450	2,450	6,100	3,650
Interest Income	200	200	24,376	24,176
Other	2,000	26,000	27,830	1,830
Total Revenues	<u>4,960,088</u>	<u>5,157,269</u>	<u>5,170,512</u>	<u>13,243</u>
Expenditures:				
Public Safety	5,005,744	5,014,604	4,812,271	202,333
Capital Outlay	65,000	618,634	521,504	97,130
Total Expenditures	<u>5,070,744</u>	<u>5,633,238</u>	<u>5,333,775</u>	<u>299,463</u>
Excess (Deficiency) of Revenues Over Expenditures	(110,656)	(475,969)	(163,263)	312,706
Fund Balance - January 1	<u>749,975</u>	<u>749,975</u>	<u>749,975</u>	<u>-</u>
Fund Balance - December 31	<u>\$ 639,319</u>	<u>\$ 274,006</u>	<u>\$ 586,712</u>	<u>\$ 312,706</u>

**CHARTER TOWNSHIP OF YPSILANTI**  
**Environmental Services Special Revenue Fund**  
**Statement of Revenues, Expenditures and Changes in**  
**Fund Balance - Budget and Actual**  
**For the Year Ended December 31, 2018**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance- Favorable (Unfavorable)</u>
Revenues:				
Property Taxes	\$ 2,460,825	\$ 2,544,634	\$ 2,537,193	\$ (7,441)
Charges for Services	8,000	9,500	9,558	58
Interest	1,000	2,000	19,656	17,656
Other	-	-	9,336	9,336
Total Revenues	<u>2,469,825</u>	<u>2,556,134</u>	<u>2,575,743</u>	<u>19,609</u>
Expenditures:				
Public Works	2,617,429	2,807,862	2,701,375	106,487
Capital Outlay	-	-	-	-
Total Expenditures	<u>2,617,429</u>	<u>2,807,862</u>	<u>2,701,375</u>	<u>106,487</u>
Excess (Deficiency) of Revenues Over Expenditures	(147,604)	(251,728)	(125,632)	126,096
Fund Balance - January 1	<u>1,367,573</u>	<u>1,367,573</u>	<u>1,367,573</u>	<u>-</u>
Fund Balance - December 31	<u>\$ 1,219,969</u>	<u>\$ 1,115,845</u>	<u>\$ 1,241,941</u>	<u>\$ 126,096</u>

**CHARTER TOWNSHIP OF YPSILANTI**  
**Law Enforcement Special Revenue Fund**  
**Statement of Revenues, Expenditures and Changes in**  
**Fund Balance - Budget and Actual**  
**For the Year Ended December 31, 2018**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance- Favorable (Unfavorable)</u>
Revenues:				
Property Taxes	\$ 6,798,167	\$ 7,037,764	\$ 7,015,751	\$ (22,013)
Intergovernmental-State	22,000	23,000	23,888	888
Charges for Services	1,200	1,000	1,400	400
Interest	-	-	61,573	61,573
Other	-	-	631	631
Total Revenues	<u>6,821,367</u>	<u>7,061,764</u>	<u>7,103,243</u>	<u>41,479</u>
Expenditures:				
Public Safety	<u>6,839,839</u>	<u>7,240,965</u>	<u>6,658,608</u>	<u>582,357</u>
Excess (Deficiency) of Revenues Over Expenditures	(18,472)	(179,201)	444,635	623,836
Other Financing Uses:				
Operating Transfers Out	<u>(50,000)</u>	<u>(50,000)</u>	<u>(50,000)</u>	<u>-</u>
Change in Fund Balance	(68,472)	(229,201)	394,635	623,836
Fund Balance - January 1	<u>1,877,316</u>	<u>1,877,316</u>	<u>1,877,316</u>	<u>-</u>
Fund Balance - December 31	<u>\$ 1,808,844</u>	<u>\$ 1,648,115</u>	<u>\$ 2,271,951</u>	<u>\$ 623,836</u>

OTHER SUPPLEMENTARY INFORMATION

**CHARTER TOWNSHIP OF YPSILANTI**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**December 31, 2018**

	<b>Special Revenue</b>	<b>Debt Service Funds</b>	<b>2006 Capital Project Fund</b>	<b>Total Nonmajor Governmental Funds</b>
<b><u>ASSETS</u></b>				
Cash and Cash Equivalents	\$ 2,660,683	\$ 224,068	\$ -	\$ 2,884,751
Receivables:				
Accounts	126,051	-	-	126,051
Taxes	1,268,340	-	-	1,268,340
Special Assessments	49,384	-	-	49,384
Prepaid Expenditures	56,091	-	-	56,091
Total Assets	\$ 4,160,549	\$ 224,068	\$ -	\$ 4,384,617
<b><u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE</u></b>				
Liabilities:				
Accounts Payable	\$ 132,028	\$ -	\$ -	\$ 132,028
Accrued Liabilities	296,417	-	-	296,417
Due to Other Governmental Funds	85,037	-	-	85,037
Unearned Revenue	60,795	-	-	60,795
Total Liabilities	574,277	-	-	574,277
Deferred Inflows of Resources:				
Property Taxes Levied for the following year	1,264,925	-	-	1,264,925
Fund Balance:				
Nonspendable	56,091	-	-	56,091
Restricted	2,265,256	224,068	-	2,489,324
Total Fund Balance	2,321,347	224,068	-	2,545,415
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	\$ 4,160,549	\$ 224,068	\$ -	\$ 4,384,617

**CHARTER TOWNSHIP OF YPSILANTI**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Nonmajor Governmental Funds**  
**For the Year Ended December 31, 2018**

	<u>Special Revenue</u>	<u>Debt Service Funds</u>	<u>2006 Capital Project Fund</u>	<u>Total Nonmajor Governmental Funds</u>
<b><u>Revenues:</u></b>				
Property Taxes	\$ 1,185,276	\$ -	\$ -	\$ 1,185,276
Licenses and Permits	933,049	-	-	933,049
Intergovernmental	185,017	119,415	-	304,432
Charges for Services	2,677,086	-	-	2,677,086
Interest	48,032	4,070	-	52,102
Other	91,047	-	-	91,047
Total Revenues	<u>5,119,507</u>	<u>123,485</u>	<u>-</u>	<u>5,242,992</u>
<b><u>Expenditures:</u></b>				
General Government	1,655,719	-	-	1,655,719
Public Safety	1,103,533	-	-	1,103,533
Public Works	274,228	-	-	274,228
Recreation and Cultural	912,047	-	-	912,047
Debt Service:				
Principal	600,000	895,000	-	1,495,000
Interest and Fees	66,250	63,002	-	129,252
Capital Outlay	792,421	-	-	792,421
Total Expenditures	<u>5,404,198</u>	<u>958,002</u>	<u>-</u>	<u>6,362,200</u>
Over Expenditures	<u>(284,691)</u>	<u>(834,517)</u>	<u>-</u>	<u>(1,119,208)</u>
<b><u>Other Financing Sources (Uses):</u></b>				
Operating Transfers In	903,000	1,036,578	-	1,939,578
Operating Transfers Out	<u>(660,000)</u>	<u>(5,208)</u>	<u>(331,156)</u>	<u>(996,364)</u>
Total Other Financing Sources (Uses)	<u>243,000</u>	<u>1,031,370</u>	<u>(331,156)</u>	<u>943,214</u>
Net Change in Fund Balance	(41,691)	196,853	(331,156)	(175,994)
Fund Balance, January 1	<u>2,363,038</u>	<u>27,215</u>	<u>331,156</u>	<u>2,721,409</u>
Fund Balance, December 31	<u>\$ 2,321,347</u>	<u>\$ 224,068</u>	<u>\$ -</u>	<u>\$ 2,545,415</u>



**CHARTER TOWNSHIP OF YPSILANTI**  
**Nonmajor Special Revenue Funds**  
**Combining Balance Sheet**  
**December 31, 2018**

	<u>Parks</u>	<u>Bike Path, Sidewalk, Recreation, Roads &amp; General Operations</u>	<u>Recreation</u>	<u>14B District Court</u>
<b><u>ASSETS</u></b>				
Cash and Cash Equivalents	\$ 34,479	\$ 300,475	\$ 50,811	\$ 503,220
Receivables:				
Accounts	-	-	4,000	26,048
Taxes	-	1,268,340	-	-
Special Assessments	-	-	-	-
Prepaid Expenditures	-	-	13,493	24,412
Total Assets	<u>\$ 34,479</u>	<u>\$ 1,568,815</u>	<u>\$ 68,304</u>	<u>\$ 553,680</u>
<b><u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE</u></b>				
Liabilities:				
Accounts Payable	\$ -	\$ 43,030	\$ 10,030	\$ 37,283
Accrued Liabilities	-	941	14,485	160,316
Due to Other Governmental Units	-	-	-	37,125
Unearned Revenue	-	2,350	9,061	-
Total Liabilities	<u>-</u>	<u>46,321</u>	<u>33,576</u>	<u>234,724</u>
Deferred Inflows of Resources:				
Property Taxes Levied for the following year	-	1,264,925	-	-
Fund Balance:				
Nonspendable	-	-	13,493	24,412
Restricted	34,479	257,569	21,235	294,544
Total Fund Balance	<u>34,479</u>	<u>257,569</u>	<u>34,728</u>	<u>318,956</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	<u>\$ 34,479</u>	<u>\$ 1,568,815</u>	<u>\$ 68,304</u>	<u>\$ 553,680</u>

<u>Building Rental Inspection</u>	<u>Building Department</u>	<u>Hydro Station</u>	<u>Nuisance Abatement</u>	<u>Total</u>
\$ 149,520	\$ 1,217,371	\$ 328,642	\$ 76,165	\$ 2,660,683
-	-	96,003	-	126,051
-	-	-	-	1,268,340
33,840	-	-	15,544	49,384
<u>5,195</u>	<u>9,791</u>	<u>3,200</u>	<u>-</u>	<u>56,091</u>
<u>\$ 188,555</u>	<u>\$ 1,227,162</u>	<u>\$ 427,845</u>	<u>\$ 91,709</u>	<u>\$ 4,160,549</u>
\$ -	\$ 31,191	\$ 9,669	\$ 825	\$ 132,028
3,312	7,832	109,531	-	296,417
-	-	47,912	-	85,037
33,840	-	-	15,544	60,795
<u>37,152</u>	<u>39,023</u>	<u>167,112</u>	<u>16,369</u>	<u>574,277</u>
-	-	-	-	<u>1,264,925</u>
5,195	9,791	3,200	-	56,091
146,208	1,178,348	257,533	75,340	2,265,256
<u>151,403</u>	<u>1,188,139</u>	<u>260,733</u>	<u>75,340</u>	<u>2,321,347</u>
<u>\$ 188,555</u>	<u>\$ 1,227,162</u>	<u>\$ 427,845</u>	<u>\$ 91,709</u>	<u>\$ 4,160,549</u>

**CHARTER TOWNSHIP OF YPSILANTI**  
**Nonmajor Special Revenue Funds**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the Year Ended December 31, 2018**

	<u>Parks</u>	<u>Bike Path, Sidewalk, Recreation, Roads &amp; General Operations</u>	<u>Recreation</u>	<u>14B District Court</u>
<b><u>Revenues:</u></b>				
Property Taxes	\$ -	\$ 1,185,276	\$ -	\$ -
Licenses and Permits	-	14,489	-	-
Intergovernmental	-	11,581	20,319	153,117
Charges for Services	5,696	-	289,102	1,507,575
Interest	477	9,692	989	6,163
Other	-	50,000	25,564	921
Total Revenues	<u>6,173</u>	<u>1,271,038</u>	<u>335,974</u>	<u>1,667,776</u>
<b><u>Expenditures:</u></b>				
General Government	-	-	-	1,655,719
Public Safety	-	-	-	-
Public Works	-	-	-	-
Recreation and Cultural	4,610	101,429	806,008	-
Debt Service:				
Principal	-	600,000	-	-
Interest and Fees	-	66,250	-	-
Capital Outlay	-	442,951	-	-
Total Expenditures	<u>4,610</u>	<u>1,210,630</u>	<u>806,008</u>	<u>1,655,719</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>1,563</u>	<u>60,408</u>	<u>(470,034)</u>	<u>12,057</u>
<b><u>Other Financing Sources (Uses):</u></b>				
Operating Transfers In	-	433,000	470,000	-
Operating Transfers Out	-	(660,000)	-	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>(227,000)</u>	<u>470,000</u>	<u>-</u>
Net Change in Fund Balance	1,563	(166,592)	(34)	12,057
Fund Balance, January 1	<u>32,916</u>	<u>424,161</u>	<u>34,762</u>	<u>306,899</u>
Fund Balance, December 31	<u>\$ 34,479</u>	<u>\$ 257,569</u>	<u>\$ 34,728</u>	<u>\$ 318,956</u>

<u>Building Rental Inspection</u>	<u>Building Department</u>	<u>Hydro Station</u>	<u>Nuisance Abatement</u>	<u>Total</u>
\$ -	\$ -	\$ -	\$ -	\$ 1,185,276
-	918,560	-	-	933,049
-	-	-	-	185,017
335,550	19,124	479,121	40,918	2,677,086
1,788	19,819	7,914	1,190	48,032
196	791	13,575	-	91,047
<u>337,534</u>	<u>958,294</u>	<u>500,610</u>	<u>42,108</u>	<u>5,119,507</u>
-	-	-	-	1,655,719
305,724	767,773	-	30,036	1,103,533
-	-	274,228	-	274,228
-	-	-	-	912,047
-	-	-	-	600,000
-	-	-	-	66,250
-	-	349,470	-	792,421
<u>305,724</u>	<u>767,773</u>	<u>623,698</u>	<u>30,036</u>	<u>5,404,198</u>
<u>31,810</u>	<u>190,521</u>	<u>(123,088)</u>	<u>12,072</u>	<u>(284,691)</u>
-	-	-	-	903,000
-	-	-	-	(660,000)
-	-	-	-	243,000
31,810	190,521	(123,088)	12,072	(41,691)
<u>119,593</u>	<u>997,618</u>	<u>383,821</u>	<u>63,268</u>	<u>2,363,038</u>
\$ <u>151,403</u>	\$ <u>1,188,139</u>	\$ <u>260,733</u>	\$ <u>75,340</u>	\$ <u>2,321,347</u>



**CHARTER TOWNSHIP OF YPSILANTI**  
**Nonmajor Debt Service Funds**  
**Combining Balance Sheet**  
**December 31, 2018**

	<u>General Obligation Debt</u>	<u>Series B Debt</u>	<u>2013 GO Refunding Bond Debt</u>	<u>Total</u>
<b><u>ASSETS</u></b>				
Cash and Cash Equivalents	\$ <u>          -</u>	\$ <u>          -</u>	\$ <u>      224,068</u>	\$ <u>      224,068</u>
<b><u>LIABILITIES AND FUND BALANCE</u></b>				
Liabilities:				
Accounts Payable	\$           -	\$           -	\$           -	\$           -
Fund Balance:				
Restricted for Debt	<u>          -</u>	<u>          -</u>	<u>      224,068</u>	<u>      224,068</u>
Total Liabilities and Fund Balance	\$ <u>          -</u>	\$ <u>          -</u>	\$ <u>      224,068</u>	\$ <u>      224,068</u>

**CHARTER TOWNSHIP OF YPSILANTI**  
**Nonmajor Debt Service Funds**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the Year Ended December 31, 2018**

	<b>General Obligation Debt</b>	<b>Series B Debt</b>	<b>2013 GO Refunding Bond Debt</b>	<b>Total</b>
<b><u>Revenues:</u></b>				
Intergovernmental	\$ -	\$ -	\$ 119,415	\$ 119,415
Interest	-	252	3,818	4,070
Total Revenues	<u>-</u>	<u>252</u>	<u>123,233</u>	<u>123,485</u>
<b><u>Expenditures:</u></b>				
Debt Service:				
Principal	-	720,000	175,000	895,000
Interest and Fees	-	6,452	56,550	63,002
Total Expenditures	<u>-</u>	<u>726,452</u>	<u>231,550</u>	<u>958,002</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>-</u>	<u>(726,200)</u>	<u>(108,317)</u>	<u>(834,517)</u>
<b><u>Other Financing Sources (Uses):</u></b>				
Operating Transfers In	-	705,422	331,156	1,036,578
Operating Transfers Out	(5,208)	-	-	(5,208)
Total Other Financing Sources (Uses)	<u>(5,208)</u>	<u>705,422</u>	<u>331,156</u>	<u>1,031,370</u>
Net Change in Fund Balance	(5,208)	(20,778)	222,839	196,853
Fund Balance, January 1	<u>5,208</u>	<u>20,778</u>	<u>1,229</u>	<u>27,215</u>
Fund Balance, December 31	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 224,068</u>	<u>\$ 224,068</u>

**CHARTER TOWNSHIP OF YPSILANTI**  
**Agency Funds**  
**Combining Statement of Fiduciary Assets and Liabilities**  
**December 31, 2018**

	<u>General Tax Collection</u>	<u>Current Tax Collection Fund</u>	<u>Imprest Payroll Fund</u>	<u>Receiving Fund</u>	<u>Bonds and Escrow Fund</u>	<u>Fire Bonds and Escrow Fund</u>	<u>Total</u>
<b><u>ASSETS</u></b>							
Cash and Cash Equivalents	\$ 28,356	\$ 16,194,914	\$ 119,873	\$ 198,939	\$ 1,134,856	\$ 75,133	\$ 17,752,071
Due from Other	-	-	-	1,061	144	-	1,205
Total Assets	<u>\$ 28,356</u>	<u>\$ 16,194,914</u>	<u>\$ 119,873</u>	<u>\$ 200,000</u>	<u>\$ 1,135,000</u>	<u>\$ 75,133</u>	<u>\$ 17,753,276</u>
<b><u>LIABILITIES</u></b>							
Due to Governmental Units	\$ 28,356	\$ 16,168,128	\$ 119,193	-	372	-	\$ 16,316,049
Due to Other	-	26,786	680	200,000	1,134,628	75,133	1,437,227
Total Liabilities	<u>\$ 28,356</u>	<u>\$ 16,194,914</u>	<u>\$ 119,873</u>	<u>\$ 200,000</u>	<u>\$ 1,135,000</u>	<u>\$ 75,133</u>	<u>\$ 17,753,276</u>



**CHARTER TOWNSHIP OF YPSILANTI**  
**Pension and Employee Benefit Trust Funds**  
**Combining Balance Sheet**  
**December 31, 2018**

	<b>General Township Employees' Healthcare Trust Fund</b>	<b>Firefighters' Healthcare Trust Fund</b>	<b>Police and Firefighters' Pension Trust Fund</b>	<b>Total</b>
<b><u>ASSETS</u></b>				
Cash and Cash Equivalents	\$ -	\$ 247,308	\$ 978,891	\$ 1,226,199
Investments	6,950,370	6,061,160	24,762,530	37,774,060
Accrued Interest	-	-	47,361	47,361
Due from Fire Healthcare Trust Fund	-	-	18,942	18,942
<b>Total Assets</b>	<b>\$ <u>6,950,370</u></b>	<b>\$ <u>6,308,468</u></b>	<b>\$ <u>25,807,724</u></b>	<b>\$ <u>39,066,562</u></b>
<b><u>LIABILITIES AND NET POSITION</u></b>				
Liabilities:				
Accounts Payable	\$ 483,932	\$ 719,978	\$ 14,143	\$ 1,218,053
Due to Fire Pension Trust Fund	-	18,942	-	18,942
<b>Total Liabilities</b>	<b><u>483,932</u></b>	<b><u>738,920</u></b>	<b><u>14,143</u></b>	<b><u>1,236,995</u></b>
Net Position:				
Held in Trust for Pension and Employee Benefits	<u>6,466,438</u>	<u>5,569,548</u>	<u>25,793,581</u>	<u>37,829,567</u>
<b>Total Liabilities and Net Position</b>	<b>\$ <u>6,950,370</u></b>	<b>\$ <u>6,308,468</u></b>	<b>\$ <u>25,807,724</u></b>	<b>\$ <u>39,066,562</u></b>

**CHARTER TOWNSHIP OF YPSILANTI**  
**Pension and Employee Benefit Trust Funds**  
**Combining Statement of Changes in Fiduciary Net Position**  
**For the Year Ended December 31, 2018**

	<b>General Township Employees' Healthcare Trust Fund</b>	<b>Firefighters' Healthcare Trust Fund</b>	<b>Police and Firefighters' Pension Trust Fund</b>	<b>Total</b>
<b><u>Additions</u></b>				
Investment Income:				
Interest and Dividends	\$ -	\$ 161,850	\$ 496,578	\$ 658,428
Net Increase (Decrease) in Fair Value of Investments	(260,070)	(524,955)	(1,336,864)	(2,121,889)
Other	-	-	146,110	146,110
Total Investment Income	<u>(260,070)</u>	<u>(363,105)</u>	<u>(694,176)</u>	<u>(1,317,351)</u>
Contributions:				
Employer	633,568	625,958	786,578	2,046,104
Employee	-	50,783	102,184	152,967
Total Contributions	<u>633,568</u>	<u>676,741</u>	<u>888,762</u>	<u>2,199,071</u>
Other	-	-	18,942	18,942
Total Additions	<u>373,498</u>	<u>313,636</u>	<u>213,528</u>	<u>900,662</u>
<b><u>Deductions</u></b>				
Benefit Payments	-	-	2,305,353	2,305,353
Retirees Insurance	483,932	719,979	-	1,203,911
Administrative Expenses	17,031	18,942	144,336	180,309
Total Deductions	<u>500,963</u>	<u>738,921</u>	<u>2,449,689</u>	<u>3,689,573</u>
Total Change in Net Position	(127,465)	(425,285)	(2,236,161)	(2,788,911)
Net Position, January 1	<u>6,593,903</u>	<u>5,994,833</u>	<u>28,029,742</u>	<u>40,618,478</u>
Net Position, December 31	\$ <u><u>6,466,438</u></u>	\$ <u><u>5,569,548</u></u>	\$ <u><u>25,793,581</u></u>	\$ <u><u>37,829,567</u></u>



# Closed Session

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**REQUEST TO ENTER CLOSED SESSION FOR THE  
PURPOSE OF DISCUSSING UNITED STATES DISTRICT  
COURT CIVIL ACTION NUMBER 2:15-CV-10346 AACIL VS  
YPSILANTI TOWNSHIP**

**HURON VALLEY**

**Y**

**PRESENTATION**

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



*Charter Township of Ypsilanti*

**Clerk's Office**

7200 S. Huron River  
Drive  
Ypsilanti, MI 48197  
Phone: (734) 484-4700  
Fax: (734) 484-5156

## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Karen Lovejoy Roe, Clerk  
Lisa Stanfield, Deputy Clerk  
Travis McDugald, IS Manager

Date: August 12, 2019

Subject: ***Request to Approve Professional Services Agreement with General Code for Purchase of the Laserfiche Enterprise Content Management System (Records Management Software), Scanners and Computer Support Items in the amount of \$38,418.03***

We are requesting approval of a professional services agreement with General Code for the purchase of Laserfiche Record Management Software with implementation and training to use the software. This software will allow the Clerk's office to capture, organize and archive all documents that are required to be kept under the State of Michigan Retention Schedule, which is a statutory duty of the Clerk's Office. This software system will allow documents to be filed in a single repository that could be accessible by all departments. The documents will be searchable by using indexing fields such as name, address, or contract number.

Most importantly, the Laserfiche Records Management Software will provide a safe repository for all Township documents, be they temporary, retained for several years or permanent records. Currently, all files are kept as paper records, which is not the safest method now in which to store documents. Paper deteriorates over time and can also be destroyed in disasters such as fires or floods causing the Township to lose important pieces of our history. Documents saved to the Records Management System would be backed up on Township servers to a cloud keeping them safe. This method of digitally storing documents is approved the State of Michigan Department of Technology, Management and Budget.

Total cost for the software with implementation and staff training will be \$31,143.03 with three Alaris E1035 Scanners in the amount of \$1,275.00 (\$425.00 each), as recommended by IS Manager Travis McDugald and General Code. IS Manager Travis McDugald has also recommended purchasing additional licenses for our SQL Server in the amount of \$6,000.00. This will help to prevent the SQL server from slowing down as more employees are attempting to access information from it. In total, we are requesting \$38,418.03 in funding for this project and approval of the professional services agreement with General Code for the software, implementation and staff training. Yearly support costs will be \$3,359.33 and will be budgeted yearly in the Computer Support budget.

### ***The History***

In September 2015, IS Manager Travis McDugald received Board approval to issue a request for qualifications for a Document Management Solutions Partner. A staff committee was formed consisting of Travis McDugald, Clerk Karen Lovejoy Roe, Deputy Clerk Lisa Stanfield, OCS Executive Coordinator Nancy Wrybkowski, and Accounting Director Javonna Neel.

Six qualification packets were received from various providers. The committee met with record management providers Laserfiche and On Base. It was determined by the committee that OnBase would be the preferred software to be purchased. However, the committee also decided that the scope of this project and cost would be too large for this time.

Over the next several years, the scope of the project evolved until it was eventually decided to start with the Clerk's office for this project with the main focus being on document retention. It was also decided to seek proposals to work with Laserfiche as this software would provide the services needed and be more of a cost savings.

In 2019, Clerk Karen Lovejoy Roe, Deputy Clerk Lisa Stanfield and IS Manager Travis McDugald met with and requested proposals from the two Michigan Laserfiche providers, General Code and MCCI with quotes being \$31,143.03 and \$49,427.45, respectively. We are recommending partnering and purchasing the Laserfiche software from provider General Code. They offer the same software and equipment, with a more enhanced support style including creating unlimited document types and teaching Clerk's office staff a higher level of administration to more effectively use the software. Also, between the two companies, General Code has a much larger presence in the State of Michigan with implementation staff that is more well versed in the inner workings of Michigan Clerk's Offices and the State of Michigan Retention Schedule.

If you have any questions, please feel free to contact us. Thank you for your consideration.

cc: Files

# Charter Township of Ypsilanti, MI

Washtenaw County

## OVERVIEW

### Laserfiche Enterprise Content Management System

July 30, 2019

Valid for 3 months



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



## INVESTMENT DETAIL & OPTIONS

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

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

**Software and Support costs discounted 3.1%**

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

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

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

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

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

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## DESCRIPTION OF RECOMMENDED COMPONENTS

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### Laserfiche Avante™ Server Software

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

### Named Users

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

### Standard Audit Trail Module

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

### Import Agent Module

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

### ScanConnect

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

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

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

# Charter Township of Ypsilanti, MI

Washtenaw County

## Laserfiche Enterprise Content Management System

August 9, 2019

Valid for 3 months



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

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## INTRODUCTION

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

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

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

### ABOUT GENERAL CODE

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

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

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

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

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

#### Elements of our “code”:

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

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

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

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

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## LASERFICHE AVANTE SYSTEM OVERVIEW

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

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

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

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

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

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

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

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## PRELIMINARY DOCUMENT MANAGEMENT PROJECT PLAN

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

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## DESCRIPTION OF RECOMMENDED COMPONENTS

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### Laserfiche Avante™ Server Software

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

### Named Users

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

### Standard Audit Trail Module

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

### Import Agent Module

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## INVESTMENT DETAIL & OPTIONS

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

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

**Software and Support costs discounted 3.1%**

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

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

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

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

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

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

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

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

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

**2. Contract Cancellation Policy.**

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

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

**3. Laserfiche Software Return Policy:**

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

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

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## AUTHORIZATION & AGREEMENT

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

**Electronic Document Management Project**

**\$31,143.03**

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

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

*Software and Support costs discounted 3.1%*

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

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

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

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

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

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### TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

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

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

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

**GENERAL CODE, CMS, LLC**

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

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

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

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

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

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## APPENDIX A – RECOMMENDED SERVER/WORKSTATION SPECIFICATIONS

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

[Laserfiche Avante Minimum Recommended Hardware Specs](#)

[Laserfiche Default Ports](#)

[Virtualization Considerations for Laserfiche](#)

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## APPENDIX B – INSTALLATION, TRAINING AND SUPPORT

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

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

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

---

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

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

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

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

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

### **TECHNICAL SUPPORT**

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

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

**SOFTWARE PATCHES AND UPGRADES:**

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

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

**LASERFICHE OFF-HOURS SYSTEMS UPGRADES:**

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

## Services covered under LSAP:

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

## Services not covered under LSAP:

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

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

Customer's Obligation:

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



# REVIEW AGENDA

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- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

# OTHER DISCUSSION

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



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

## **REGULAR MEETING AGENDA** **TUESDAY, AUGUST 20, 2019** **7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
  - A. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN STANDARDS TO APPROVE A 780 LONG PRIVATE ROAD WITHOUT A MEANS OF ACCESS TO ANOTHER ROAD SYSTEM FOR ADDRESSES 6501 TO 6575 MUNGER RD. AND 5285 AND 5287 MERRITT RD.
  - B. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN STANDARDS TO APPROVE ONE PRIVATE DRIVEWAY TO ACCESS TWO LOTS ZONED R-1 WHERE ONLY ONE LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY FOR ADDRESSES 5285 AND 5287 MERRITT RD.
4. PUBLIC COMMENTS
5. CONSENT AGENDA
  - A. MINUTES OF THE JULY 16, 2019 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS
    1. STATEMENTS AND CHECKS FOR AUGUST 6, 2019 IN THE AMOUNT OF \$1,213,252.61
    2. STATEMENTS AND CHECKS FOR AUGUST 20, 2019 IN THE AMOUNT OF \$1,130,280.22
    3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JULY 2019 IN THE AMOUNT OF \$46,286.97
    4. CHOICE HEALTH CARE ADMIN FEE FOR JUNE 2019 IN THE AMOUNT OF \$1,186.00 AND JULY 2019 IN THE AMOUNT OF \$1,158.00
  - C. JULY 2019 TREASURER'S REPORT
6. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **OLD BUSINESS**

1. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COMMUNITY COLLEGE FOR EXTENSION CENTER OFFERINGS FOR THE PERIOD OF JULY 1, 2019 TO JUNE 30, 2020  
(TABLED AT THE JUNE 18, 2019 REGULAR MEETING)
2. REQUEST APPROVAL OF AGREEMENT WITH THE NATIONAL KIDNEY FOUNDATION FOR ENHANCE FITNESS CLASSES AT THE COMMUNITY CENTER FOR 2020  
(TABLED AT THE JUNE 18, 2019 REGULAR MEETING)
3. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR MAJESTIC PONDS AND PONDS AT LAKEWOOD ON SEPTEMBER 17, 2019 AT APPROXIMATELY 7:00PM  
(TABLED AT THE JULY 16, 2019 REGULAR MEETING WITH AN ORIGINAL PUBLIC HEARING REQUEST DATE OF AUGUST 20, 2019)

## **NEW BUSINESS**

1. 1<sup>st</sup> READING OF ORDINANCE 2019-489, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-77 OF THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST SEWAGE DISPOSAL RATES
2. REQUEST TO APPROVE THE FINAL PAYMENT APPLICATION IN THE AMOUNT OF \$34,238.54 BUDGETED IN LINE ITEM #206-970-000-976-005 AND CHANGE ORDER #1 FOR DOAN CONSTRUCTION FOR PARKING LOT IMPROVEMENTS FOR FIRE STATION HEADQUARTERS
3. REQUEST TO APPROVE PROFESSIONAL SERVICES AGREEMENT TO PURCHASE RECREATION SOFTWARE CIVIC PRO IN THE AMOUNT OF \$17,899.00 BUDGETED IN LINE ITEM #101-266-000-977-001 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT
4. REQUEST TO APPROVE A PROFESSIONAL SERVICES AGREEMENTS WITH SPICER GROUP TO DEVELOP A COMPLETE CONCEPT PLAN AND A MICHIGAN DEPARTMENT OF NATURAL RESOURCES GRANT APPLICATION FOR TENNIS COURT IMPROVEMENTS AT COMMUNITY CENTER PARK IN THE AMOUNT OF \$7,000.00 BUDGETED IN LINE #212-970-000-975-795
5. REQUEST TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SPICER GROUP TO DEVELOP OF CONCEPT PLAN AND MICHIGAN DEPARTMENT OF NATURAL RESOURCES GRANT APPLICATION FOR TENNIS COURT IMPROVEMENTS AT CLUBVIEW PARK IN THE AMOUNT OF \$7,000.00 BUDGETED IN LINE #212-970-000-975-795
6. REQUEST TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SPICER GROUP FOR DESIGN SERVICES, BID DOCUMENT PREPARATION AND OVERSIGHT OF THE BID PROCESS FOR TENNIS AND/OR PICKLEBALL COURTS AT BURNS PARK IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #212-970-000-975-795
7. REQUEST TO APPROVE THE PUBLIC DEFENDER SERVICES CONTRACT FOR MICHIGAN INDIGENT DEFENSE SERVICES FOR A PERIOD ENDING SEPTEMBER 30, 2019 IN THE AMOUNT OF \$37,755.00 BUDGETED IN LINE ITEM #236-136-000-801-007

8. REQUEST APPROVAL OF AKT PEERLESS WORK ORDER DATED JULY 29, 2019 FOR REMOVAL OF SOILS AND TRANSPORT TO TYPE II LANDFILL AT 1150 MIDWAY (SKATE PARK LOCATION) IN AN AMOUNT NOT TO EXCEED \$17,450.00 BUDGETED IN LINE ITEM 212-212-000-801-300 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT
9. RESOLUTION 2019-33, 2019 CONNECTING COMMUNITIES INITIATIVE
10. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF GRANT APPLICATIONS AND CORRESPONDING MEMORANDUMS OF UNDERSTANDING ON BEHALF OF THE YPSILANTI TOWNSHIP FIRE DEPARTMENT FOR THERMAL IMAGING CAMERAS WITH CHELSEA AREA FIRE AUTHORITY AND NOZZLES AND APPLIANCES WITH MILAN AREA FIRE DEPARTMENT IN THE AMOUNT OF \$6,000.00 BUDGETED IN LINE ITEM #206-206-000-741-200 AND TURNOUT GEAR WITH ANN ARBOR TOWNSHIP FIRE DEPARTMENT IN THE AMOUNT OF \$5,400.00 BUDGETED IN LINE ITEM #206-206-000-741-100
11. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE TWO CONTRACTS WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE TO FACILITATE COLLABORATIVE SHARING OF SCHOOL RESOURCE DEPUTIES FOR SUMMER MONTHS WITH LINCOLN CONSOLIDATED SCHOOLS AND YPSILANTI COMMUNITY SCHOOLS IN THE AMOUNT OF \$58,099.00 BUDGETED IN LINE ITEM #266-301-000-831-008
12. REQUEST TO APPROVE APPLICATION FOR FARMLAND AGREEMENT UNDER PUBLIC ACT 116 FOR SAMUEL ELLIOTT AT 6330 AND 6380 STONEY CREEK RD.
13. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, SEPTEMBER 17, 2019 AT APPROXIMATELY 7:15PM – SPECIAL ASSESSMENT TAX LEVY
14. REQUEST TO APPROVE SETTLEMENT AGREEMENT FOR AACIL VS. YPSILANTI TOWNSHIP ET. AL.
15. REQUEST TO PURCHASE ONE (1) FORD EXPLORER FROM JORGENSON FORD IN THE AMOUNT OF \$29,000.00 BUDGETED IN LINE ITEM #266-304-000-985-000 AND ONE (1) RAM TRUCK FROM WATSON BENZIE RAM COMMERCIAL IN THE AMOUNT OF \$21,003.59 BUDGETED IN LINE ITEM #249-249-000-985-000 FOR THE OFFICE OF COMMUNITY BOTH CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT
16. BUDGET AMENDMENT #13

#### **AUTHORIZATIONS AND BIDS**

1. REQUEST TO AWARD LOW BID FOR LAW ENFORCEMENT CENTER GENERATOR INSTALLATION TO HARPER ELECTRIC IN THE AMOUNT OF \$95,000.00 WITH A 10% CONTINGENCY AMOUNT OF \$9,500.00 FOR A TOTAL AMOUNT OF \$104,500.00 BUDGETED IN LINE ITEM #266-301-000-971-001
2. REQUEST TO SEEK SEALED BIDS FOR THE CONSTRUCTION OF A BUS SHELTER ON S. HURON RIVER DR. AT SCHOONER COVE APARTMENTS

#### **OTHER BUSINESS**

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Karen Lovejoy Roe, Clerk  
From: Charlotte Wilson, Planning and Development Coordinator  
Megan Masson-Minock, Planning Consultant  
Re: **Request of approval of a variances from the Private Road Ordinance for:**

**Section 47-29, Private road design standards, sub-section (L) to approve a 780-foot long private road, exceeding the maximum length of 600 feet by 180 feet, without a second means of access to another road system for sites zoned R-1, Single Family Residential, located at 6575 Munger Road, Parcel # K -11-30-300-022, 6501 Munger Road, Parcel # K -11-30-300-001, 5287 Merritt Road, Parcel # K -11-30-300-032, and 5285 Merritt Road, Parcel # K -11-30-300-033; and**

**Section 47-28.1 Private driveway design standards, sub-section (a). to approve one (1) private driveway to access two (2) lots zoned R-1, Single Family Residential where only one (1) lot can be accessed by a private driveway for sites zoned R-1, Single Family Residential, located at 5287 Merritt Road, Parcel # K -11-30-300-032 and 5285 Merritt Road, Parcel # K -11-30-300-033.**

Copy: McLain & Winters, Township Attorneys  
Date: August 8, 2019

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### Background

The requested variances from the Private Road Ordinances are part of a process to develop 6501 and 6575 Munger Road (Sauter properties) as six (6) single family residential parcels over the next ten years. The project has evolved to include 5287 and 5285 Merritt Road. The timeline below gives the context of the overall project:

- November 15, 2018: Pre-application meeting for a proposed private road located at 6501 and 6575 Munger Road by the Sauter family, including plans to combine 6501 and 6575 Munger Road and then split the parcels into six (6) individual parcels.
- March 18, 2019: Brian McCleery (Deputy Assessor) denied the proposed six (6) lot splits for the Sauter properties, since only four (4) divisions are permitted for a parcel or parent tract of under 20 acres.
- April 9, 2019: OCS received a private road application with land divisions. The April 15, 2019 review from Carlisle/Wortman Associates (CWA), noted the following that two (2) of the

## CHARTER TOWNSHIP OF YPSILANTI

four (4) lots are large enough to be split in accordance with the current R-1 lot requirements and could be split after the required ten (10) years for a total of six (6) lots; an application for a variance for the 780-foot road was needed; that variance application should include a private road maintenance agreement and 5287 and 5285 Merritt Road (both parcels under the ownership of Jeffery and Kimberly Bullock), directly east of the proposed split, that appear to be landlocked with regards to access and recommended the applicant should consider future road extension to those parcels.

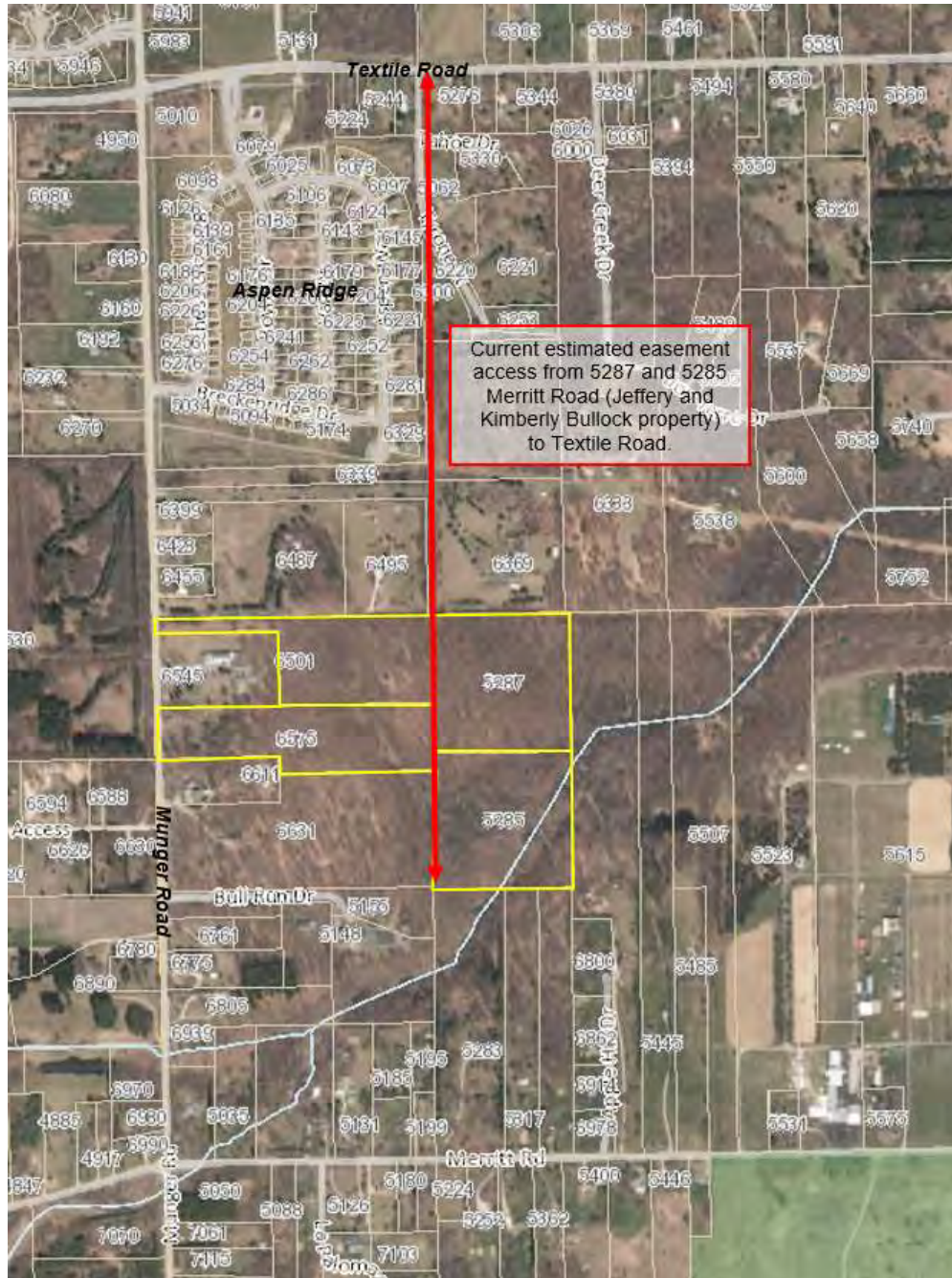
- May 6, 2019: Michael Radzik (OCS Director), Brian McCleery, Benjamin Carlisle (CWA), applicant and the applicant's engineers met to discuss the variance process and options for the private road to extend to the two (2) lots owned by Jeffery and Kimberly Bullock. At that meeting, plans for two driveways running parallel from the end of the cul-de-sac to the Bullock parcels was shared. Mr. Carlisle suggested pursuing a variance for one (1) shared driveway to 5287 and 5285 Merritt Road instead of having two (2) separate driveways.
- May 23, 2019: The OCS received the application for the two (2) variance requests. The reviews from the fire department, planning consultant, and engineering consultant recommended denial.
- June 20, 2019: The OCS held a meeting to discuss the reviews of the two (2) variance requests with the applicants, the Fire Department, engineering consultants, and planning consultant. At that meeting, the applicants agreed to submit a draft private road maintenance agreement signed by both property owners and updated site plan drawings showing the boundaries and topography of all four (4) parcels. A dry hydrant was suggested to meet fire and engineering concerns. Both the Fire Marshall and the engineering consultants were amenable to exploring this option.
- June 21, 2019: The OCS recommended via e-mail to the applicant resubmitting the original private road application cosigned by John Sauter and Jeffery and Kimberly Bullock. The applicant rescinded their application to revise and include a joint application, maintenance agreement, and other supporting documents.
- July 18, 2019: The OCS received the revised application for the two (2) variance requests. The reviews from the fire department, planning consultant, and engineering consultant recommended conditional approval. Ypsilanti Community Utilities Authority (YCUA) did not recommend approval.

### Analysis

The Private Road Ordinance states the Township Board should only approve a variance when the applicant proves that "there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of this article, such as topographical and other physical characteristics of a parcel". In those cases, the Board has the power to "vary or modify the application of the provisions of this article so that the intent and purpose of this article shall be observed, public safety secured and substantial justice done."

## CHARTER TOWNSHIP OF YPSILANTI

The variance application is part of an overall project to develop the Sauter property into four residential lots immediately with two additional lots possible in ten years and to provide better access to the Bullock properties. The Bullock properties are accessible by 66-foot wide easement to Textile Road, the approximate location of which is shown on the map on the following page. The Aspen Ridge subdivision was constructed between the time that easements and a zoning variance was granted to allow these lots in 1984 (see the letter to Clerk Roe from the Bullocks, dated May 10, 2019). While these properties are not landlocked, the access available is difficult.





## CHARTER TOWNSHIP OF YPSILANTI

The Township Fire Department has reviewed the variance requests as submitted and found that they do not meet fire access needs. Based on the meeting held on June 20, 2019, a dry hydrant may be an acceptable option, but plans and calculations must be submitted and approved by the Fire Marshall for a recommendation of approval.

On July 18, 2019, a revised variance application was submitted with the dry hydrant calculations and draft private road maintenance agreement cosigned by John Sauter and Jeffery and Kimberly Bullock. YCUA has reviewed the variance requests as submitted and found that the proposed “dry water feed” is an unacceptable alternative to a properly designed public water supply system.

### **Suggested Motions**

The following suggested motions are provided to assist the Board in making the desired motion of their choice. The Board may utilize, add or reject any conditions suggested herein as they deem appropriate.

#### **Motion to table:**

“I move to table the request of approval of a variance from the Private Road Ordinance Section 47-29, Private road design standards, sub-section (L) to approve a 780-foot long private road, exceeding the maximum length of 600 feet by 180 feet, without a second means of access to another road system for sites zoned R-1, Single Family Residential, located at 6575 Munger Road, Parcel # K -11-30-300-022, 6501 Munger Road, Parcel # K -11-30-300-001, 5287 Merritt Road, Parcel # K -11-30-300-032, and 5285 Merritt Road, Parcel # K -11-30-300-033 and request of approval of a variance from the Private Road Ordinance, Section 47-28.1 Private driveway design standards, sub-section (a), to approve one (1) private driveway to access two (2) lots zoned R-1, Single Family Residential where only one (1) lot can be accessed by a private driveway for sites zoned R-1, Single Family Residential, located at 5287 Merritt Road, Parcel # K -11-30-300-032 and 5285 Merritt Road, Parcel # K -11-30-300-033 in order to consider the comments presented during this public hearing and to further allow the applicant to provide additional information and resolve the issues noted in the staff memo and during this public hearing.”

#### **Motion to approve:**

“I move to approve the request of approval of a variance from the Private Road Ordinance Section 47-29, Private road design standards, sub-section (L) to approve a 780-foot long private road, exceeding the maximum length of 600 feet by 180 feet, without a second means of access to another road system for sites zoned R-1, Single Family Residential, located at 6575 Munger Road, Parcel # K -11-30-300-022, 6501 Munger Road, Parcel # K -11-30-300-001, 5287 Merritt Road, Parcel # K -11-30-300-032, and 5285 Merritt Road, Parcel # K -11-30-300-033 and request of approval of a variance from the Private Road Ordinance, Section 47-28.1 Private driveway design standards, sub-section (a), to approve one (1) private driveway to access two (2) lots zoned R-1, Single Family Residential where only one (1) lot can be accessed by a private driveway for sites zoned R-1, Single Family Residential, located at 5287 Merritt Road, Parcel # K -11-30-300-032 and 5285 Merritt Road, Parcel # K -11-30-300-033 with the following conditions:

1. The applicant shall meet fire access requirements to the satisfaction of the Fire Marshal.

## CHARTER TOWNSHIP OF YPSILANTI

2. Deed restrictions are recorded that no future splits are possible for 5287 and 5285 Merritt Road.
3. If construction of an approved private road has not commenced within two (2) years from the date that the variance was granted, then the variance shall be null and void.

### **Motion to deny:**

"I move to deny the request of approval of a variance from the Private Road Ordinance Section 47-29, Private road design standards, sub-section (L) to approve a 780-foot long private road, exceeding the maximum length of 600 feet by 180 feet, without a second means of access to another road system for sites zoned R-1, Single Family Residential, located at 6575 Munger Road, Parcel # K -11-30-300-022, 6501 Munger Road, Parcel # K -11-30-300-001, 5287 Merritt Road, Parcel # K -11-30-300-032, and 5285 Merritt Road, Parcel # K -11-30-300-033 and request of approval of a variance from the Private Road Ordinance, Section 47-28.1 Private driveway design standards, sub-section (a), to approve one (1) private driveway to access two (2) lots zoned R-1, Single Family Residential where only one (1) lot can be accessed by a private driveway for sites zoned R-1, Single Family Residential, located at 5287 Merritt Road, Parcel # K -11-30-300-032 and 5285 Merritt Road, Parcel # K -11-30-300-033 for the following reasons:

1. There are no found practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Township Private Road Ordinance, such as topographical and other physical characteristics of a parcel."

I respectfully request that you place this information packet and hold a public hearing on the **August 20, 2019** Board of Trustees meeting agenda for its consideration. Please contact me with questions or concerns.

**CHARTER TOWNSHIP OF YPSILANTI  
NOTICE OF PUBLIC HEARING FOR A  
TOWNSHIP BOARD OF TRUSTEES REQUEST**

Take notice that a petition has been filed with the Charter Township of Ypsilanti Board of Trustees to request a variance from the Private Road Ordinance Section 47-29, Private road design standards, sub-section (L) to approve a 780-foot long private road, exceeding the maximum length of 600 feet by 180 feet, without a second means of access to another road system for sites zoned R-1, Single Family Residential, located at:

**6575 Munger Road, Parcel # K -11-30-300-022  
6501 Munger Road, Parcel # K -11-30-300-001  
5287 Merritt Road, Parcel # K -11-30-300-032  
5285 Merritt Road, Parcel # K -11-30-300-033**

An additional variance from the Private Road Ordinance Section 47-28.1 Private driveway design standards, sub-section (a) regarding the number of single-family lots accessed by a private driveway has been filed for 5287 Merritt Road (Parcel #K -11-30-300-032) and 5285 Merritt Road (Parcel #K -11-30-300-033).

The Township Board of Trustees invites the public to attend a public hearing on this application to be held on **Tuesday, August 20, 2019** at approximately **7:00 P.M.** in the Civic Center Board Room (7200 S. Huron River Drive) to comment on or raise objections, if any, to this petition.

The file is available for inspection at the Civic Center in the Office of Community Standards or by calling 734.485.3943 for more information. Please address written comments to the **Charter Township of Ypsilanti Board of Trustees, 7200 S. Huron River Drive, Ypsilanti, MI 48197** or email to [cwilson@ytown.org](mailto:cwilson@ytown.org).

Legal Description

**YP 30-10A-1 COMM AT W 1/4 COR OF SEC 30 TH S 0-11 E 400.00 FT ALG W LN OF SEC 30 FOR A P.O.B. TH S 89-58-E 1330.39 FT, PARALLEL TO E & W 1/4 LN, TH S 0-08-30 W 364.67 FT, TH N 89-58-W 747.52 FT, PARALLEL TO E & W 1/4 LN, TH N 0-11 W 84.68 FT, PARALLEL TO W LN OF SEC, TH N 89-58-W 580.80 FT, TH N 0-11-W 280.0 FT ALG W LN OF SEC & C/LN OF MUNGER RD TO P.O.B. BEING PT OF W 1/2 OF S/W 1/4 OF SEC 30. T3S, R7E. CONT. 10.00 AC'. PARCEL "A"**

**YP#30-10E-2 BEG AT THE W 1/4 COR OF SEC 30, T3S, R7E YPSI TWP, WASH CTY, MI: TH S 89 58 E1332.65 FT; ALONG THE E AND W 1/4 LINE OF SAID SEC; TH S 0 8 30 W, 400.0 FT; ALG THE E LINE OF THE W 1/2 OF THE SW 1/4 OF SAID SEC TH N 89 58 W 733.66 FT; TH N 0 11 W 365.0 FT; TH N 89 58 W 596.73 FT; TH N 0 11 W 35.0 FT; ALG THE W LINE OF SAID SEC ; AND THE CENTER- LINE OF MUNGER RD; TO THE POB BEING A PART OF THE SW 1/4 OF SAID SEC 30 CONT 7.23 AC OF LAND MORE OR LESS SUBJ TO THE RIGHTS OF PUBLIC OVER THE WLY 33.0 FT; AS OCCUPIED BY MUNGER RD, SUBJ TO EASEMENTS OF RECORD.**

**YP#30-8: COM AT THE NW CORNER OF SEC 30, TH N 89-20-20 E 1348.91 FT ALG N LINE OF SEC 30; TH S 00-41-33 E. 2648.23 FT TO THE POB, SAID POINT BEING ON THE E/W LINE OF SEC; TH N 89-19-45 E 665.27 FT; TH S 00-22- 23 W 656.73 FT; TH S 89-19-45 W 662.44 FT; TH N 00-07-35 E 656.70 FT TO THE POB. CONTAINING 10.01 ACRES. T3S- R7E, SEC 30, SUB. TO EASEMENT OF RECORDS.**

**YP30-8B: COM AT THE NW COR OF SEC 30, TH N 89-20-20 E 1348.91FT ALG THE N LINE OF SEC 30; TH S 00-41-33 E 2648.23 FT; TH S 00-07-35 W 656.70 FT TO THE POB; TH N 89-19-45 E 662.44 FT; TH S 00-22-23 W 663.88 FT; TH N 89-54-33 W 659 .52 FT; TH N 00-07-35 E 655.07 FT TO POB. CONT 10.01 ACRES, T3S-R7E, SEC 30, SUB. TO EASEMENTS OF RECORD.**

CHARTER TOWNSHIP OF YPSILANTI  
NOTICE OF PUBLIC HEARING FOR A  
TOWNSHIP BOARD OF TRUSTEES REQUEST

Take notice that a petition has been filed with the Charter Township of Ypsilanti Board of Trustees to request a variance from the Private Road Ordinance, Section 47-28.1 Private driveway design standards, sub-section (a). to approve one (1) private driveway to access two (2) lots zoned R-1, Single Family Residential where only one (1) lot can be accessed by a private driveway for sites zoned R-1, Single Family Residential, located at:

**5287 Merritt Road, Parcel # K -11-30-300-032**

**5285 Merritt Road, Parcel # K -11-30-300-033**

An additional variance from the Private Road Ordinance Section 47-29 Private road design standards, sub-section (L) regarding private road length has also been filed for these properties with 6575 Munger Road (Parcel # K -11-30-300-022) and 6501 Munger Road (Parcel # K -11-30-300-001).

The Township Board of Trustees invites the public to attend a public hearing on this application to be held on **Tuesday, August 20, 2019** at approximately **7:00 P.M.** in the Civic Center Board Room (7200 S. Huron River Drive) to comment on or raise objections, if any, to this petition.

The file is available for inspection at the Civic Center in the Office of Community Standards or by calling 734.485.3943 for more information. Please address written comments to the **Charter Township of Ypsilanti Board of Trustees, 7200 S. Huron River Drive, Ypsilanti, MI 48197** or email to [cwilson@ytown.org](mailto:cwilson@ytown.org).










Legal Description

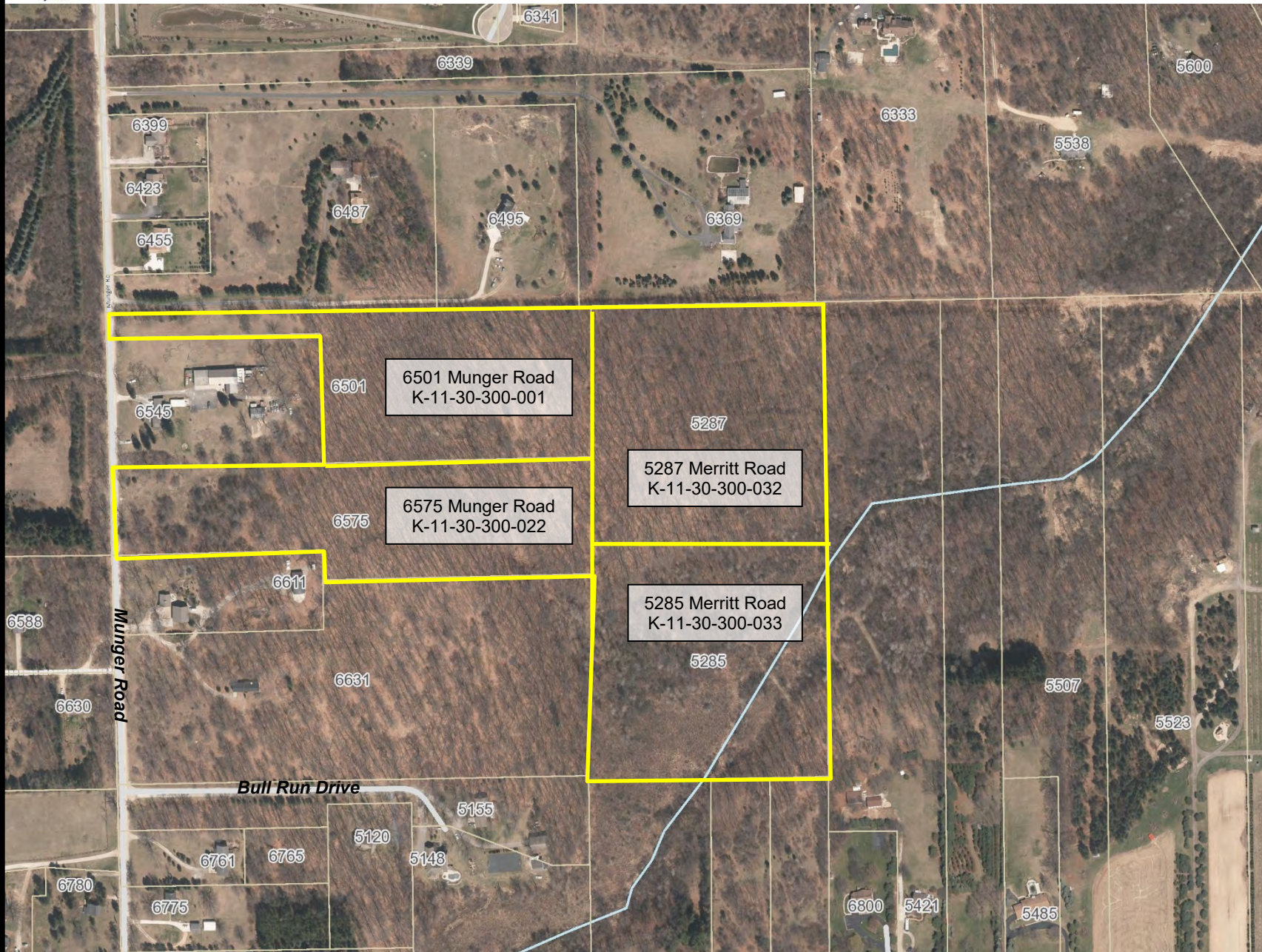
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**YP30-8B: COM AT THE NW COR OF SEC 30, TH N 89-20-20 E 1348.91FT ALG THE N LINE OF SEC 30; TH S 00-41-33 E 2648.23 FT; TH S 00-07-35 W 656.70 FT TO THE POB; TH N 89-19-45 E 662.44 FT; TH S 00-22-23 W 663.88 FT; TH N 89-54-33 W 659 .52 FT; TH N 00-07-35 E 655.07 FT TO POB. CONT 10.01 ACRES, T3S-R7E, SEC 30, SUB. TO EASEMENTS OF RECORD.**



**Legend**

-  Lot and Units
-  University and College
-  K12 Schools
-  Police Stations
-  Fire Stations
-  County Buildings
-  Local Unit Offices
-  Railroad
-  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.  
6/17/2019



**Notes**

WEST CORNER  
SECTION 30  
T3S R7E

THOMAS & VIVIAN WILSON  
6487 MUNGER RD  
TAX ID: K-11-30-200-050

DOUGLAS & LINDA HALL  
6495 MUNGER RD  
TAX ID: K-11-30-200-049

ROBIN EGGERTSEN  
59 MUNGER RD  
K-11-30-200-039

JEFFERY & KIMBERLY BULLOCK  
TAX ID: K-11-30-300-032

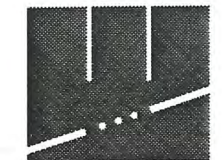
JEFFERY & KIMBERLY BULLOCK  
TAX ID: K-11-30-300-033

DATE:  
12 July 2019

SAUTER FAMILY  
ARUNDEL WAY  
PRIVATE ROAD  
YPSILANTI TWP

SHT. 1  
LAYOUT PLAN

ENGINEERING TECHNOLOGIES CORPORATION  
802 PHOENIX DRIVE  
ANN ARBOR, MICHIGAN 48108  
Tel: 734.904.7440, Fax: 734.868.3824  
mcousino@etcinc.com, www.etcinc.com



N 89°58'00" W 596.73

S 89°58'00" E 1337.65

LOT 4  
7.31 AC GROSS  
7.00 AC NET  
364.17' FRONTAGE

ALBERT TIMMER III  
6545 MUNGER RD  
TAX ID: K-11-30-300-002

N 00°11'00" W 399.92

APPROXIMATE  
DETENTION  
AREA

12' WIDE PAVED SHARED DRIVEWAY  
CENTERED IN 66' EASEMENT TO SERVICE  
PARCELS K-11-30-300-032  
AND K-11-30-300-033

T-TYPE FIRE TRUCK  
TURNAROUND  
PER YPSILANTI TWP  
FIRE DEPARTMENT

600 LF WATER  
MAIN EXTENSION  
w/HYDRANT

S 89°58'00" E 226.82

12.5' MIN SIDE SETBACK (TYP)

735 LF 5" PVC DRY WATER  
FEED w/CONNECTIONS FOR  
YPSI TWP FIRE DEPT

CURBED LANDSCAPE ISLAND

LOT 1  
2.37 AC GROSS  
1.65 AC NET  
336.60' FRONTAGE

LOT 2  
1.63 AC GROSS  
1.23 AC NET  
282.09' FRONTAGE

LOT 3  
5.91 AC GROSS  
5.71 AC NET  
277.77' FRONTAGE

RECEIVED  
BY  
JUL 12 2019  
YPSILANTI TOWNSHIP  
OCS

TIMMY & LUANN BARNARD  
6611 MUNGER RD  
TAX ID: K-11-30-300-023

TIMMY & LUANN BARNARD  
6631 MUNGER RD  
TAX ID: K-11-30-300-024



SCALE: 1"=100'

EXISTING SIGHT DISTANCE  
700'

EXISTING SIGHT DISTANCE  
700'

EXISTING SIGHT DISTANCE  
700'

EXISTING SIGHT DISTANCE  
700'

EXISTING SIGHT DISTANCE  
700'

MUNGER RD - GRAVEL (66' PUBLIC R.O.W.)

MUNGER RD - GRAVEL (66' PUBLIC R.O.W.)

MUNGER RD - GRAVEL (66' PUBLIC R.O.W.)

MUNGER RD - GRAVEL (66' PUBLIC R.O.W.)

MUNGER RD - GRAVEL (66' PUBLIC R.O.W.)

102'

12'

EX 16" WM

EX 16" WM

EX 16" WM

EX 24" WM

EX 24" WM

EX 24" WM

EX 24" WM

EX 24" WM

EX 24" WM

EX 24" WM

50008.30' W  
397.87

50008.30' W  
397.87

50008.30' W  
397.87

S 89°58'29" E 52.89

S 00°09'57" E 34.93

S 20°35'44" W 283.82

S 89°58'29" E 52.89

N 00°00'00" E 279.99

N 89°58'00" W 211.79

N 89°58'00" W 752.52

L=128.03  
R=230.00  
DELTA=32°08'39"  
CHORD=57°31'04.2"W  
127.35

L=104.17  
R=230.00  
DELTA=26°00'03"  
CHORD=47°09'34"E  
103.48

L=24.64  
R=230.00  
DELTA=08°08'21"  
CHORD=188°58'29"E  
24.63

L=24.64  
R=230.00  
DELTA=08°08'21"  
CHORD=188°58'29"E  
24.63

L=24.64  
R=230.00  
DELTA=08°08'21"  
CHORD=188°58'29"E  
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24.63

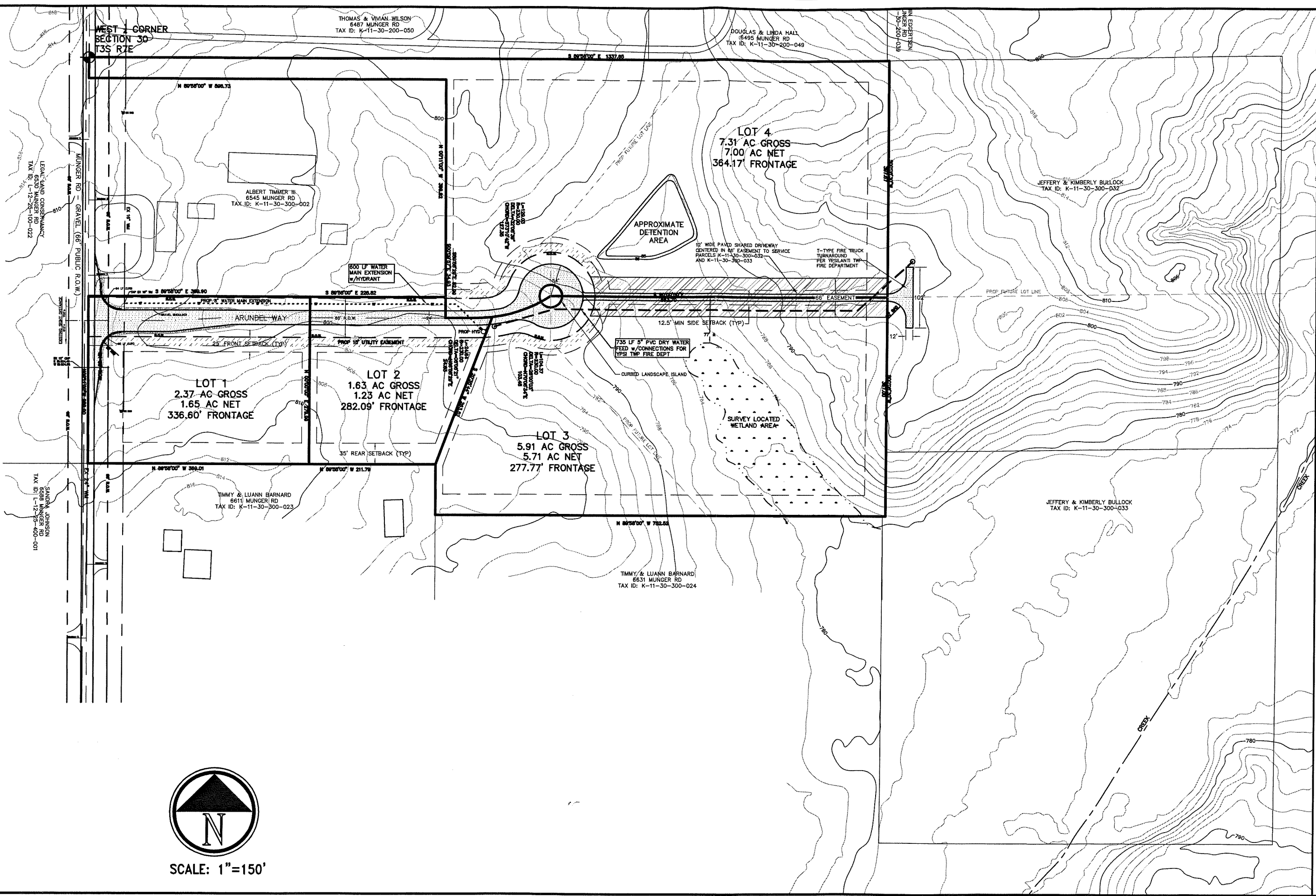
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24.63

L=24.64  
R=230.00  
DELTA=08°08'21"  
CHORD=188°58'29"E  
24.63

L=24.64  
R=230.00  
DELTA=08°08'21"  
CHORD=188°58'29"E  
24.63



SCALE: 1"=150'

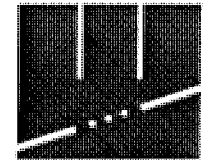


SAUTER FAMILY  
ARUNDEL WAY  
PRIVATE ROAD  
YPSILANTI TWP

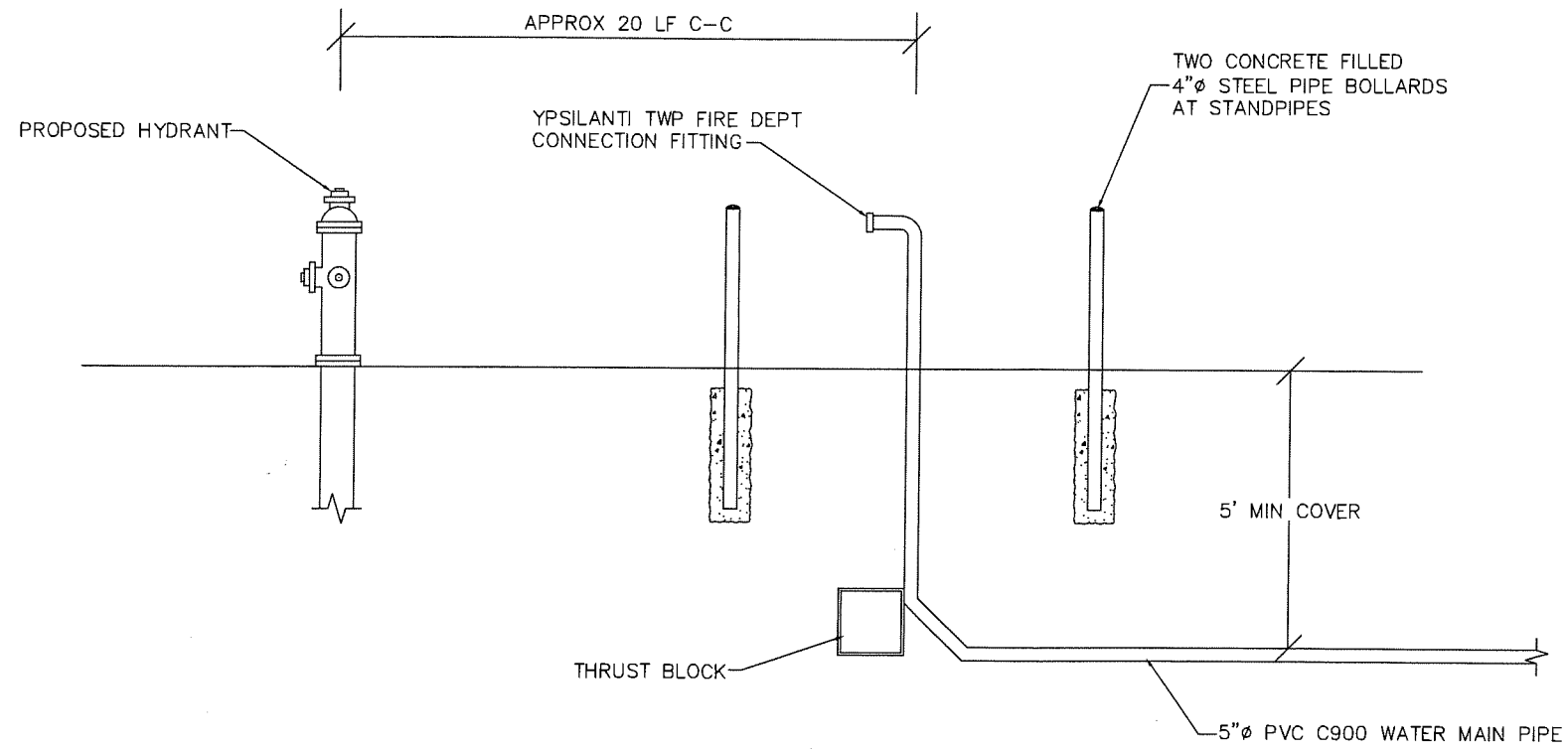
ENGINEERING TECHNOLOGIES CORPORATION  
802 PHOENIX DRIVE  
ANN ARBOR, MICHIGAN 48108  
Tel: 734.904.7440, Fax: 734.868.3824  
mcousino@etcinc.com, www.etcinc.com

DATE:  
12 July 2019

SHT. 2  
OVERALL LAYOUT  
SAUTER/BULLOCK







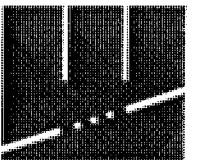
DRY HYDRANT DETAIL  
NO SCALE

DATE:  
12 July 2019

SHT. 3  
DETAILS

SAUTER FAMILY  
ARUNDEL WAY  
PRIVATE ROAD  
YPSILANTI TWP

ENGINEERING TECHNOLOGIES CORPORATION  
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**Sauter Proposed Dry Water Line Evaluation**

KC 11-Jul-19

**1 Proposed 600 LF 8" Water Main from Ex 16" Main to Proposed Hydrant**

**Minor Losses:**  $H_M = (Kt) \times (Q^2)/2gA^2$

Water Main Diameter =	8.0	in	Force Main Area =	0.3491	SF
<b>Fittings:</b>					
45 deg. Bend	K =	0.23	1	EA x K =	0.23
16" x 8" Tee	K =	1.3	1	EA x K =	1.3
8" x 6" Reducer	K =	0.1	1	EA x K =	0.1
Gate Valve	K =	0.2	1	EA x K =	0.2
Hydrant Valve	K =	0.2	1	EA x K =	0.2
Hydrant Loss	K =	9.3	1	EA x K =	9.3
Exit Loss	K =	1	1	EA x K =	1
<b>SUM OF K VALUES, Kt =</b>				<b>12.33</b>	

**Dynamic Losses:** Use Hazen-Williams Formula Solved for Head Loss in terms of Q

Water Main Length = 600 feet to Hydrant

$S = 10.464 \times [Q/(D^{0.63} \times C)]^{1.85}$  C = 100

Dynamic Losses = S \* Length

**Total Losses = (Minor Losses)+(Dynamic Losses)**

GPM	350.0		
Minor Losses =	0.96	feet	
Dynamic Losses =	2.55	feet	1 PSI = 2.308 ft
<b>TOTAL LOSSES =</b>	<b>3.51</b>	<b>feet =</b>	<b>1.52 PSI</b>

**2 Fire Hose Loss from Proposed Hydrant to East End of Proposed Joint Driveway**

**Minor Losses:**  $H_M = (Kt) \times (Q^2)/2gA^2$

Fire Hose Diameter =	4.0	in	Force Main Area =	0.0873	SF
<b>Fittings:</b>					
45 deg. Bend	K =	0.23	2	EA x K =	0.46
Exit Loss	K =	1	1	EA x K =	1
<b>SUM OF K VALUES, Kt =</b>				<b>1.46</b>	

**Dynamic Losses:** Use Hazen-Williams Formula Solved for Head Loss in terms of Q

Fire Hose Length = 735 feet to end of T-Turnaround

Dynamic Losses = Loss Coefficient \* Length 2.5 psi/100 ft per chart @ FireDepartment.net

**Total Losses = (Minor Losses)+(Dynamic Losses)**

GPM	350.0		1 PSI =	2.308	ft
Minor Losses =	1.81	feet =	0.78	psi	
Dynamic Losses =			18.38	psi	
<b>TOTAL LOSSES =</b>			<b>19.16</b>	<b>PSI</b>	

**3 ALTERNATE Dry Water Line Extension from Proposed Hydrant**

**Minor Losses:**  $H_M = (Kt) \times (Q^2)/2gA^2$

Dry Water Main Diameter =	5.0	in	Force Main Area =	0.1364	SF
<b>Fittings:</b>					
45 deg. Bend	K =	0.23	4	EA x K =	0.92
90 deg Bend	K =	0.9	2	EA x K =	1.8
Exit Loss	K =	1	1	EA x K =	1
<b>SUM OF K VALUES, Kt =</b>				<b>3.72</b>	

**Dynamic Losses:** Use Hazen-Williams Formula Solved for Head Loss in terms of Q

Water Main Length = 735 feet to Hydrant

$S = 10.464 \times [Q/(D^{0.63} \times C)]^{1.85}$  C = 100

Dynamic Losses = S \* Length

**Total Losses = (Minor Losses)+(Dynamic Losses)**

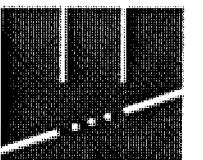
GPM	350.0		
Minor Losses =	1.89	feet	
Dynamic Losses =	30.84	feet	1 PSI = 2.308 ft
<b>TOTAL LOSSES =</b>	<b>32.73</b>	<b>feet =</b>	<b>14.18 PSI</b>

DATE: 12 July 2019

SAUTER FAMILY  
ARUNDEL WAY  
PRIVATE ROAD  
YPSILANTI TWP

SHT. 4  
CALCULATIONS

ENGINEERING TECHNOLOGIES CORPORATION  
802 PHOENIX DRIVE  
ANN ARBOR, MICHIGAN 48108  
Tel: 734.904.7440, Fax: 734.868.3824  
mcousino@etcinc.com, www.etcinc.com



Charter Township of Ypsilanti  
Office of Community Standards  
7200 S. Huron Drive, Ypsilanti, MI 48197  
Phone: (734) 485-3943  
Website: <https://ytown.org>

RECEIVED  
BY CW

MAR 13 2019

YPSILANTI TOWNSHIP  
OGS

RECEIVED  
BY \_\_\_\_\_  
PRIVATE ROAD  
APPLICATION  
JUN 12 2019  
YPSILANTI TOWNSHIP  
OGS

I. PROJECT LOCATION

Address: 6501 " 6575 Menger Rd City: Ypsilanti Twp State: MI Zip: 48197  
Parcel ID #: K-11-30-300-022 Zoning: R1 Lot Number: N/A Subdivision: N/A  
K-11 30-300-001

II. APPLICANT INFORMATION

Applicant: John Sauter Phone: 734-904-2313  
Address: 1515 Patricia City: Ann Arbor State: MI Zip: 48103  
Fax: \_\_\_\_\_ Email: jsauter@gmail.com  
Engineer/Architect: Firm: Engineering Technologies Individual: \_\_\_\_\_  
Address: 802 Phoenia Dr. City: Ann Arbor State: MI Zip: 48108  
Phone: 734-974-2020 Fax: 734-868-3524 Email: mcousins@etecinc.com

III. FEES

Total: \$3,500	Breakdown of fee:	Private Road Review (non-refundable):	\$500
		Private Road Review (refundable):	\$2,000
		Private Road Inspection (refundable):	\$1,000

IV. APPLICANT SIGNATURE

The following are provided with the application:

- Required information according to Section 47-30 of the Private Road Ordinance (see attached checklist)
- Project cost estimates
- Number of parcels served by the proposed private road: 6

[Signature]  
Applicant Signature

JOHN A SAUTOR 3-13-19  
Print Name Date

[Signature]

Jeffery Bullock 7-11-19



RECEIVED  
BY \_\_\_\_\_  
JUL 12 2019  
YPSILANTI TOWNSHIP  
OCS

12 July 2019

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, Michigan 48197

RE: Sauter Private Road Variances - Request for Additional Information  
Parcels K-11-30-300-001 & 022

A meeting was held at the Twp offices on June 20, 2019 to discuss the proposed variances as previously submitted for the above property. This letter responds to the items discussed at that meeting and the requested additional information. This is not intended to address the preliminary road design comments from the consultants since the comments cannot be adequately addressed until the Board makes a decision on the variances.

#### OHM ADVISORS – ENGINEERS

Matt Parks and Elliot Smith requested clarification on the number of lots proposed to be served and requested a DRAFT submittal of a Road Maintenance Agreement. A Road Maintenance Agreement is required as part of the Final Road Construction Plan Submittal, but was requested at this time for consideration as part of the Variance review. It was discussed that the Sauter property currently has 4 land divisions with 2 additional divisions in the future as discussed with the Ypsi Twp Deputy Assessor, Brian McCleery. The road is also proposed to be used by the two land-locked parcels east of the Sauter property owned by Jeffrey Bullock. Each of these parcels is proposed to be developed with a single-family residence. The proposed number of lots to be served by this road is 8 lots and the road is proposed to be paved. A DRAFT Road Maintenance Agreement is attached to this letter as requested for review as part of the Variance Request to be finalized as the project proceeds, along with a transmittal letter from both property owners that they intend to enter into such an agreement upon approval by Ypsi Twp.

#### CARLISLE/WORTMAN, ASSOCIATES - PLANNERS

The planning concerns of CWA were discussed that the two variances will be needed to extend the road length, and to allow a joint driveway to be connected to the cul-de-sac to serve the two land-locked parcels on the east. The land-locked parcels are an existing condition that the Sauters are willing to work with the property owner and Ypsilanti Twp to resolve, since the Sauter proposed road provides the only viable means of serving these two existing parcels. The proposed joint driveway extension resolves a long term problem in the Twp and the two property owners are working together toward resolution of this hardship condition with severe practical difficulties.

The extension of the proposed private road beyond the 600 foot length is requested as a variance at the recommendation of CWA and other staff members at the preliminary project review meeting. The existing property configuration is a “flag” parcel with the narrow portion of the property with frontage along Munger Road at 605 feet and the large majority of the property

extending beyond the 605 feet. In order to provide a practical layout, the proposed private road needs to be extended as requested to 780 feet to the center of the proposed cul-de-sac. This proposed extension of the road beyond 600 feet was as directed by CWA at the initial project review meeting in November 2018 to provide a better layout that fits the property and provides better access for the future residents as well as fire and safety vehicles.

These two variances are requested as separate variance requests for consideration per our letter dated 7 June 2019. The extension of the road length under Ordinance No. 97-174 is proposed to respond to the hardship of the existing land configuration. The land division that created the Timmer parcel, which is the north Sauter neighbor's property, was done when the Ypsilanti Twp ordinances allowed private road over 1,000 feet in length. Under the current Twp ordinances, a proposed private road can be extended beyond 600 feet by approval of the Ypsilanti Twp Board, as requested in variance one.

The second variance under Ordinance No. 2003-3 was also suggested by CWA to solve a long existing land-locked parcel problem in the Twp. The second variance request by Sauter responds to this request by the Twp consultant to resolve an existing condition on behalf of both the Twp and Jeffery Bullock, the east property owner.

Additionally, CWA raised the concern for acceptance by the Fire Department. While two separate driveways to the Bullock parcels are allowed by Ordinance, the fire department would still like to address fire access to the properties.

#### YPSILANTI TOWNSHIP FIRE DEPARTMENT

The hydrant spacing concern raised in the departments 10 June 2019 letter was satisfied since there are hydrants along Munger Road and the new hydrant proposed on the private road provides adequate coverage for the lots along the proposed Sauter private road. Our initial discussion with the fire department regarding the Bullock property included providing the following 3 provisions:

- 1) The driveway to the Bullock property must be paved
- 2) The driveway must be built to the same strength as the private road bearing capacity
- 3) A fire equipment T type turn-around needed to be provided at the end of the driveway

The additional concerns raised by the fire department at the meeting was regarding the driveway to the Bullock property were the laying length of a 4" dia fire hose and the potential blockage of the driveway limiting access for safety vehicles and/or residents and neighbors in the event of a fire. A proposal to provide a dry water main with standpipe access for connection to the Ypsilanti Twp Fire Department was discussed and is under review. This proposed 5" dia PVC water pipe would provide greater flow capacity than a semi-flexible fire hose and eliminate the concerns for blockage of access and improve the ability of fire equipment or rescue vehicles to access all sites without interference. The details of the proposed dry water pipe with standpipe access are attached for review.

Attached please find a layout plan showing the proposed Sauter private road layout and the proposed access easement to the Bullock property with the proposed layout of the dry water feed pipe and public water main with hydrant in accordance with YCUA.

At this time, we request you make the appropriate notice for the public hearing and put it on the schedule for the Township Board.

If you have any questions, or require anything further to process this variance request, please contact us.

Sincerely,  
Engineering Technologies Corporation

A handwritten signature in black ink, appearing to read "Kenneth Cousino", with a long horizontal flourish extending to the right.

Kenneth Cousino  
President

- Encl: Proposed Private Road Layout Plan with Access Easement for Joint Driveway  
Utilities Layout Plan in Accordance with Ypsi Twp Fire Dept Request  
Dry Hydrant Detail  
Calculations for Dry Water Line Capacity  
Draft Private Road Maintenance Agreement, with transmittal signed by Sauter & Bullock  
Original Private Road Application with Jeffery Bullock signature added as requested
- Cc: John Sauter, Property Owner  
Jeffery Bullock, Adjacent Property Owner

July 9, 2019

Charlotte M. Wilson, AICP  
Planning and Development Coordinator  
Office of Community Standards  
Tilden R. Stumbo Civic Center  
7200 South Huron River Drive  
Ypsilanti, Michigan 48197

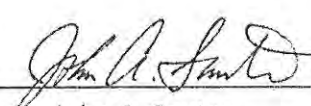
BY \_\_\_\_\_ RECEIVED  
JUL 12 2019  
YPSILANTI TOWNSHIP  
OCS

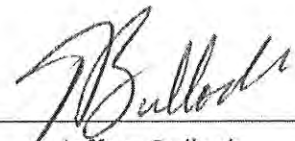
RE: Sauter Bullock Private Road Maintenance Agreement  
Parcels K-11-30-300-001, -022, -032, and -033

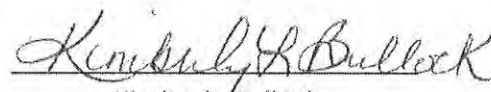
As requested by the Ypsilanti Twp staff and consultants, we, the property Owners of the proposed parcels to be served by the proposed Arundel Way private road, are hereby re-submitting the original Private Road Application with the added signature of Jeffery Bullock. As also requested, we two adjacent property owners who will utilize the proposed private road are submitting a DRAFT Private Road Maintenance Agreement. It is understood that this DRAFT document will be reviewed by Ypsilanti Twp in the course of the review of the proposed private road and land divisions. Once the document has been approved in its final form, we will sign the document and it will be recorded to go with all of the lots served by the proposed private road.

We had previously submitted an application and fees for review of the private road. If additional information or fees are required, please let us know. If you have any questions or other concerns, please contact us.

Sincerely,

  
\_\_\_\_\_  
John A. Sauter  
Property Owner

  
\_\_\_\_\_  
Jeffery Bullock  
Property Owner

  
\_\_\_\_\_  
Kimberly Bullock  
Property Owner

Encl: DRAFT Private Road Maintenance Agreement

## PRIVATE ROAD MAINTENANCE AGREEMENT

This Private Road Maintenance Agreement (“Agreement”) is executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by John Sauter, on behalf of himself and his heirs, assigns, all future owners of any portion of the land as described in Attachments A, B & C of this Agreement, and by Jeffery and Kimberly Bullock, on behalf of themselves and their heirs, assigns, agents and successors and all future owners of any portion of the land as described in this Agreement, for all lands abutting, accessing, or utilizing the private road to serve the project lands as described in Attachments A, B & C.

This Private Road Maintenance Agreement is a covenant and restriction that shall be recorded and shall run with the land for the purpose of construction, maintenance, repair, and replacement of the private road and utilities described in Attachment C: Private Road and Utilities Easements. This covenant and restriction shall be for the benefit of all users of the roads and drives on the land located in the Charter Township of Ypsilanti. This Agreement shall be binding upon all signers of this agreement and all of their successors, assigns, heirs, and agents for the purpose of providing for the continuous maintenance of the private road, the private utilities, and the easements within the described lands.

### Recitals

WHEREAS, the current Owners of the lands have requested review and approval of a private road under the Ypsilanti Twp Private Road Ordinance which requires the Property Owners to enter into a Private Road Maintenance Agreement that is a covenant and restriction upon the land;

WHEREAS, the Owners desire to obtain approval for the private road and to otherwise comply with the Ypsilanti Twp Township ordinance intended to secure adequate private road access to the Sauter and Bullock properties to preserve public health, safety, and welfare in accordance with the Private Road Ordinance, and the Township will review the request for approval for the private road consistent with its ordinance; and

WHEREAS, the parties otherwise agree that there is valid consideration for this Agreement, the sufficiency of which is hereby acknowledged; and

WHEREAS, Sauter is developing the land described in Attachment A into . buildable lots;  
and



WHEREAS, Bullock's land described in Attachment B contains . buildable lots; and

WHEREAS, Sauter is establishing an association of property owners that shall be responsible for the maintenance, repair, and replacement of the private road and utilities.

Now Therefore, the parties hereby agree that the private road and private utilities shall be maintained in accordance with the following.

1. Irrespective of whether a dwelling has been constructed on a residential parcel or not, the owner of each residential parcel which is served by the Private Road Easement and/or the Private Utilities Easement is responsible for his or her equal fair share of costs for the ongoing maintenance and improvements to the private roads and utilities on a per lot equal share of the costs for all lots. .

2. Except as described in Paragraph 5 below, maintenance of the private roads shall include, but is not limited to, grading, dust control, repair and maintenance of pavements, curbs, aggregates, crack filling, pothole repairs, removal of fallen trees, limbs and debris, resurfacing, snow plowing and removal, maintenance of lawn and other plantings, installation and maintaining of required street signage, maintenance and improvements to surface water runoff drainage systems and related detention/retention basins, swales, culvert pipes and catch basins, and maintenance and repair of all private water access pipes for fire protection to any or all of the parcels. Maintenance and improvements to the private roads and utilities must at all times be consistent with the required standards and specifications of the Charter Township of Ypsilanti Private Road Ordinances, at a minimum.

3. An Association of property owners shall be established to provide for the ongoing maintenance, repair, and improvements to the private roads. It is best if the Association is formally established as a non-profit corporation, but it may be established informally as well. The Association shall consist of one representative of each residential parcel developed within the lands described in this Agreement, and adjacent parcels with legal public road ingress and egress access from the private road. The Association shall be responsible for securing maintenance, improvements, and repairs to the private road and private utilities consistent with this Agreement. The Association shall maintain an annual budget and shall be responsible for assessment and collection of sums necessary to pay for all maintenance, repair, and improvements, as described above. Each residential lot shall contribute an annual fee to the Association for payment of maintenance and repair efforts as determined by the Association Board. Payment of such annual fee shall be due and payable thirty (30) days after the Association places into the mail an invoice for the determined fee addressed to a residential lot owner at the address for the lot owner reflected in the assessor's records for Ypsilanti Township.

At any time that the owner of a residential lot is delinquent in the payment of an annual assessment, the representative of that residential parcel shall not be entitled to vote regarding the affairs of the Association of property owners.

4. Lien and Foreclosure: Sauter and the Bullocks agree to these terms by signing this document. Each other owner of a residential lot served by this Private Road Easement and/or the Private Utilities Easement, by accepting title to such owner's lot, or by entering into a land contract for the purchase of a lot, agrees and shall be deemed to covenant and agree to pay to the

Association, when due, the assessments described above, regardless of whether or not such covenant shall be expressed in such owner's instrument of conveyance or land contract.

The foregoing assessments, together with interest and costs of collection (including court costs and reasonable attorney fees), shall be a lien against the lot against which they are made and all improvements. Each such assessment, together with interest, and the costs of collection, in addition to constituting a lien on such Lot and improvements, shall also constitute a joint and several personal obligation of the person or persons who was/were the owner(s) of the lot on the date the assessment was established.

If any assessment is not paid within thirty (30) days from the date payment is due, the Association may sue the lot owner and obtain a personal judgment against the lot owner and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages or condominium association liens, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorneys fees as would be taxable in the foreclosure of a condominium association lien.

5. Unless otherwise agreed by the Association, an owner of property as described in this Agreement or on an adjacent lot shall be responsible for his/her own negligent and willful acts, and the acts of the property owner's employees, contractors, agents, and guests. Each owner shall be obligated to repair and pay for any damage to the private road and/or private utilities which is caused by or arises out of any such negligent or willful acts. In the event that the private road or private utilities is damaged by construction equipment in connection with the installation of public and/or private utilities for the benefit of a particular property or is damaged by equipment in connection with the construction of a residential dwelling or other construction on a particular parcel or lot or adjacent lot, the owner of the benefited property shall be responsible for all of the damage and the Association shall be obligated to promptly contract for the repair of the private road at the lot owner's full expense and shall hold the owners of other properties harmless from any liability in connection with such damage or repairs.

6. In addition to the forms of enforcement authorized in Paragraph 4 above, enforcement of the provisions of this Agreement may be by petition to the Association or by seeking injunctive relief. In the event that injunctive relief is necessary, the party or parties found to have failed in the performance of obligations hereunder shall pay the prevailing party's costs and expenses, including actual attorney fees incurred. Failure of the Association and/or its members to adequately improve and provide for continuous maintenance of the private roads in accordance with this Agreement may also be considered a violation of the Township's ordinance regulations related to the development and maintenance of private road and private utilities subject to enforcement in accordance with Township ordinances.

7. Notwithstanding anything contained herein to the contrary, for as long as Sauter lives (and whether or not he owns at least one residential parcel benefitting from this Private Road Easement and/or the Private Utilities Easement), Sauter reserves to himself the sole right to expand the membership in this Agreement to include additional private road or driveway easements connecting to this private road in accordance with the Ypsilanti Twp ordinances on property adjacent to the land described in the Attachments. All such additional properties shall participate in this agreement on an equal share basis, as described above. During this time, no

consent to such amendment shall be required from any subsequent owner of any portion of the project. During this time, no other properties shall connect to this private road without the express written agreement of Sauter and no other party shall have the right to allow adjacent properties to connect to this private road easement.

8. Notwithstanding anything contained herein to the contrary, after Sauter’s death for as long as at least one of Sauter’s children owns at least one residential parcel benefitting from this Private Road Easement and/or the Private Utilities Easement, Sauter reserves to his oldest child owning such a parcel the sole right to expand the membership in this Agreement to include additional private road or driveway easements connecting to this private road in accordance with the Ypsilanti Twp ordinances on property adjacent to the land described in the Attachments. All such additional properties shall participate in this agreement on an equal share basis, as described above. During this time, no consent to such amendment shall be required from any subsequent owner of any portion of the project. During this time, no other properties shall connect to this private road without the express written agreement of Sauter’s oldest child owning such a parcel and no other party shall have the right to allow adjacent properties to connect to this private road easement.

9. When the time comes that neither Sauter nor Sauter’s children own any residential parcel benefitting from this Private Road Easement and/or the Private Utilities Easement, Sauter reserves to the Association of property owners described above in Paragraph 3 the sole right to expand the membership in this Agreement to include additional private road or driveway easements connecting to this private road in accordance with the Ypsilanti Twp ordinances on property adjacent to the land described in the Attachments. All such additional properties shall participate in this agreement on an equal share basis, as described above. No consent to such amendment shall be required from any subsequent owner of any portion of the project. No other party shall have the right to allow adjacent properties to connect to this private road easement.

10. This Agreement shall be recorded at the Washtenaw County Register of Deeds, and shall run with the land and be binding on all the parties hereto, their heirs, agents, successors, and assigns, and all subsequent purchasers and property owners.

By: \_\_\_\_\_  
John Sauter, Property Owner Parcels 1 & 2

By: \_\_\_\_\_  
Jeffery Bullock, Property Owner Parcels 3 & 4

By: \_\_\_\_\_  
Kimberly Bullock, Property Owner Parcels 3 & 4

STATE OF MICHIGAN                    }  
  }  
COUNTY OF WASHTENAW            } SS.  
  }

On \_\_\_\_\_, 2019, John Sauter appeared before me, and stated under oath that he is the owner of land in Ypsilanti as described in Attachment A and that this document was prepared with his approval and he acknowledges that signing this document is his fee act for all of the purposes herein stated.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

STATE OF MICHIGAN                    }  
  }  
COUNTY OF WASHTENAW            } SS.  
  }

On \_\_\_\_\_, 2019, Jeffery and Kimberly Bullock appeared before me, and stated under oath that they are the owners of land in Ypsilanti as described in Attachment B and that this document was prepared with their approval and they acknowledge that signing this document is their fee act for all of the purposes herein stated.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

**ATTACHMENT A**  
**LEGAL DESCRIPTION. OF SAUTER PROPERTIES**

**ATTACHMENT B**

LEGAL DESCRIPTIONS OF BULLOCK PROPERTIES

**ATTACHMENT C**

LEGAL DESCRIPTION OF PRIVATE ROAD and PRIVATE UTILITIES EASEMENTS

- a) Access to the properties described in Attachments A & B commencing from the Munger Road public right-of-way is described as follows:
- b) Easement areas for the Private Utilities within the properties described in Attachments A & B are described as follows:



**Carlisle | Wortman**  
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

**TO:** Board of Trustees of the Charter Township of Ypsilanti  
**FROM:** Ben Carlisle, AICP  
**DATE:** July 25, 2019  
**RE:** Sauter Family Development Private Road Variance Review

We have been asked to review a variance application for two variances from Chapter 47: Private Roads. The applicant is seeking approval of the following variances:

1. **Section 47-28.1(a):** *Only one house can be constructed using the private driveway standards; more than one house shall require an approved private road.*

The proposed driveway would serve two parcels.

2. **Section 47-29 (I):** *The layout of roads in the proposed plan shall provide at least two points of access to an existing public road and shall provide a continuous circuit for travel. An exception will be considered when, in the opinion of the board, the lands to be subdivided are limited in area or are subject to a natural barrier. Private roads shall not exceed 600 feet in length unless connected to another road system providing a second means of access to the development. Connections to existing public road systems shall be subject to the review and approval of the county road commission.*

The proposed 780-foot private drive would exceed the maximum private road length of 600 feet.

	Minimum ROW Width	Street Width	Length	Points of access and Future Connection	Street Type	Drainage Management	Sidewalks Required
<b>Minimum Required</b>	66 feet	24 feet	600 feet maximum	Two points required and future connection required unless limited by natural features	paved bituminous	Ditch, no curb	No
<b>Proposed</b>	66 feet	24 feet	<u>Exceeds 600 feet by 180 feet</u>	One point of access and no future connection proposed	Not indicated	Not indicated	No

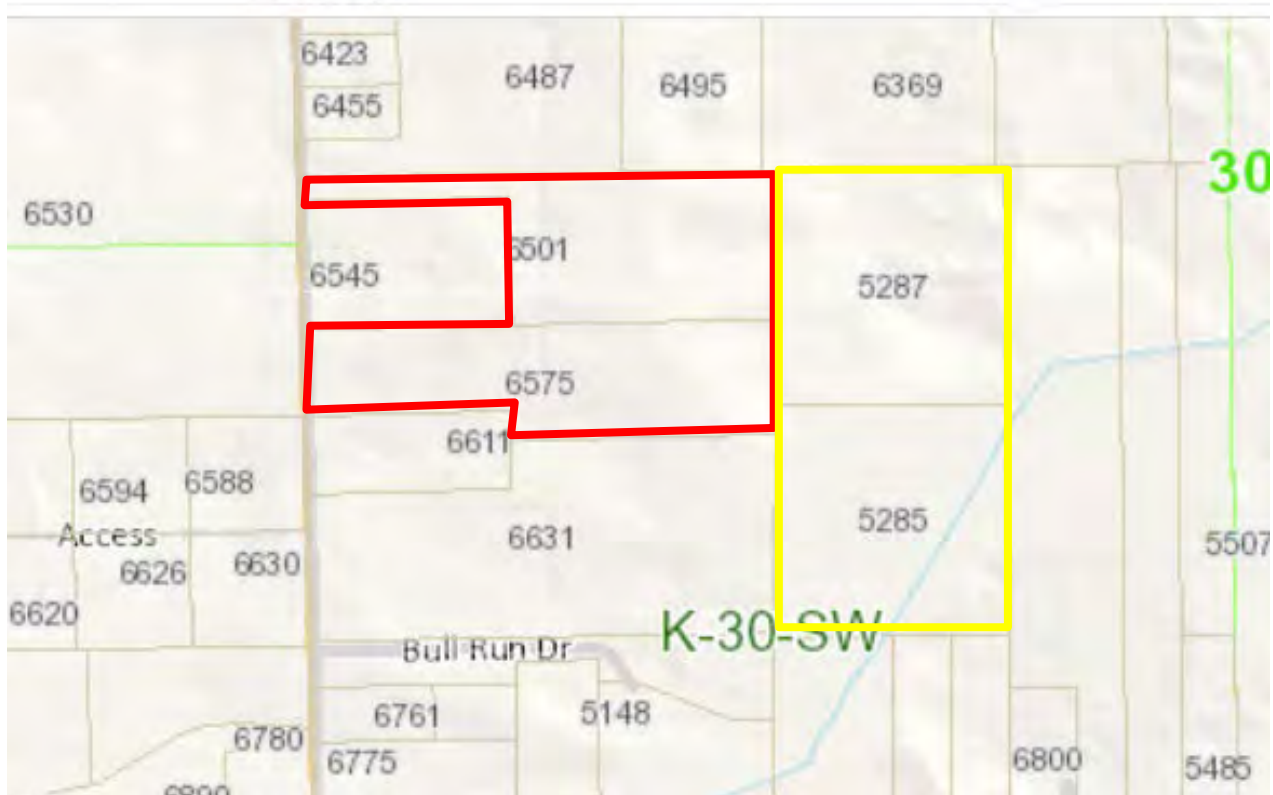
**Application Summary:**

The variances are sought to construct a new private road that exceeds the maximum of 600-feet for:

- A proposed four (4) lot development for the Sauter Family; and
- A shared driveway off the cul-de-sac of the proposed private road to access the two landlocked parcels (Bullock parcels) that are directly abutting to the east.

If the two variances are approved, the proposed private road will serve six lots: the four Sauter lots and the two Bullock parcels. Please note that the applicant has indicated future splits on the plan. If the two variances are granted, in the future, this private road may serve eight or more lots.

**Figure 1:** *The Sauter site (outlined in RED) includes two parcels, K-11-30-300-001 and K-11-30-300-022, that will be combined and then split into four new parcels. The Bullock site (outlined in YELLOW) includes two parcels:*



**Variance Discussion:**

The variance request is complicated by the fact that the applicant is proposing to provide access to the two Bullock parcels directly east of the Sauter’s family. In a prior meeting with the applicant, I noted the two landlocked Bullock parcels and suggested both parties work together to jointly solve their access issues. I appreciate the applicant’s efforts.

My suggestion to work together was predicated on:

- 1). Any access solution could be supported by Township Codes and Ordinances; and
- 2). That the Township Fire Department finds the solution meets their fire access and public safety needs.

The applicant has worked with the Fire Department to ensure fire access needs and the adequate onsite infrastructure to ensure public safety. The Fire Department has reviewed the application and finds that it sufficient for fire access and public safety needs.

**Required Findings:**

As you consider this request, please note that by the Private Road Ordinance the applicant shall prove to the satisfaction of the Township Board that:

*Sec. 47-33. - Variances.: When there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of this article, such as topographical and other physical characteristics of a parcel, the township board shall have the power to vary or modify the application of the provisions of this article so that the intent and purpose of this article shall be observed, public safety secured and substantial justice done.*

The applicant is providing access to the two Bullock landlocked parcels. The Bullock parcels are unbuildable without approved township access.

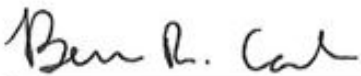
**Summary:**

We recommend that the Township Board consider the practical difficulty of the application that the applicant is providing access to two landlocked parcels.

We recommend that the granting of the variances be contingent upon:

1. Restriction that parcels K-11-30-300-032 and 033 (Bullock parcels) only permit one house on each parcel and may not be further split into additional parcels.
2. Any requirements of the Township Fire Department and Township Engineer.

Sincerely,



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**CARLISLE/WORTMAN ASSOC., INC.**  
**Benjamin R. Carlisle, AICP, LEED AP**  
**Principal**



# CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

## BUREAU OF FIRE PREVENTION

222 South Ford Boulevard, Ypsilanti, MI 48198



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July 26, 2019

Charlotte Wilson, Township Planner  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: Preliminary (non-residential) Site Plan Review #3  
Project Name: Private Road – Sauter Family  
Project Location: 6501 – 6575 Munger Road  
Plan Date: 7/12/2019  
Project Number:  
Applicable Codes: IFC 2012  
Contractor: Engineering Technologies Corporation  
Contractor Address: 802 Phoenix Drive Ann Arbor, MI 48108

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### Status of Review

**Status of review:** Approved Conditionally (see comments)

Comments: Confirm the turning radius on the T-Type fire truck turnaround is 30°. There is a line through the number and it is unable to be read.

Respectfully submitted,

A handwritten signature in black ink that reads "Dan Kimball". The signature is written in a cursive style and is positioned above a horizontal line.

Dan Kimball, Fire Marshal  
Charter Township of Ypsilanti Fire Department  
CFPS, CFI II, CFPE

August 2, 2019

Ms. Charlotte Wilson  
Planning & Development Coordinator  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: **Sauter Family – Private Road**  
Private Road Variance Review #3

Dear Ms. Wilson:

We have completed our third private road variance review for the above referenced project with plans dated July 12, 2019 and were received by OHM Advisors on July 19, 2019. From an engineering perspective we take no exception to the two (2) proposed variances being requested, contingent on the comments in Section B being addressed prior to seeking Planning Commission approval.

Additional preliminary site plan comments have been added to Section C in order to assist the applicant during their next site plan submittal. It is important to note that the preliminary site plan comments in Section C do not stand alone and there are additional comments from our April 22, 2019 Site Plan Review #1 letter. A brief description of the project has been provided below (Section A), followed by Private Road Variance comments (Section B), our Site Plan comments (Section C), and a list of anticipated required permits and approvals (Section D).

A. **PROJECT AND SITE DESCRIPTION**

The existing site is located at 6501 and 6575 Munger Road. The applicant is proposing four (4) land divisions, as well as a private road. The site plan was previously reviewed on April 22, 2019 as a preliminary site plan review. Since that submission the applicant is proposing to extend their original road, as a shared driveway, to traverse through the eastern property line in order to connect their eastern neighbors (Jeffery and Kimberly Bullock) to Munger Road via the Sauter Family private road access.

B. **PRIVATE ROAD VARIANCE COMMENTS:**

1. This office defers to the Ypsilanti Township Fire Department for approval of the proposed T-Type fire truck turnaround.
2. This office has confidence that the dry water feed can be reviewed and revised during the site plan review process. At this time, this office recommends contingent approval of the dry water feed, on the preface the system will be engineered to meet YCUA standards. Preliminary approval for the dry water feed system is deferred to YCUA for the private road variance.

C. **PRELIMINARY SITE PLAN COMMENTS:**

1. Following YCUA approval, the applicant shall provide the following revisions to the dry water feed:
  - a. design a backflow preventer on the west end of the 5-inch PVC dry water feed,
  - b. design an air release valve on the terminal end of the 5-inch PVC dry water feed,



- c. design a support at grade for the two above grade dry hydrant details to counteract horizontal thrust that will be placed on the system, and
  - d. design a dry water connection on the 5-inch PVC dry water feed to allow for the water to be drained during maintenance and testing.
2. The applicant shall provide a maintenance agreement and maintenance schedule for the proposed 5-inch PVC dry water feed.

#### D. **REQUIRED PERMITS & APPROVALS**

The following outside agency reviews and permits will be required for the project. Copies of any correspondence between the applicant and the review agencies, as well as the permit or waiver, shall be sent to both the Township and OHM Advisors (email: [elliott.smith@ohm-advisors.com](mailto:elliott.smith@ohm-advisors.com)).

- ▶ **Ypsilanti Township Board of Trustees (BOT):** After approval of the site plan by the Township Planning Commission, detailed engineering drawings are required and approvals from all applicable agencies will be required for BOT approval.
- ▶ **Ypsilanti Community Utilities Authority (YCUA):** Review and approval will be required for any proposed water main.
- ▶ **Ypsilanti Township Fire Department:** Review and approval of site accessibility and the proposed name of the private road is required.
- ▶ **Washtenaw County Water Resources Commissioner's Office (WCWRC):** Review and approval is required.
- ▶ **Washtenaw County Road Commission (WCRC):** Review and approval is required for the drive approach off Munger Road for work within the Munger Road Right-of-Way.
- ▶ **Michigan Department of Environmental Quality (MDEQ):** An MDEQ Act 399 and Part 41 permit will be required for construction of all public water main and sanitary sewer systems improvements.
- ▶ **Michigan Department of Environmental Quality (MDEQ):** An MDEQ permit will be required for any work and/or stormwater discharge into the wetlands.
- ▶ **Washtenaw County Health Department:** Review and approval will be required if septic fields are being proposed.
- ▶ **United States Postal Service:** Review and approval of the proposed name of the private road may be required.
- ▶ **Ypsilanti Township Office of Community Standards:** A Soil Erosion and Sedimentation Control permit shall be secured from the Ypsilanti Township Office of Community Standards.
- ▶ The Township's Planner will inspect the landscaping for this site.
- ▶ If dewatering should be needed, the contractor/applicant shall be responsible for obtaining necessary approvals from the Township and the Township Engineer, permission from all impacted adjacent properties and/or permits from the WCWRC's Office or the WCRC.
- ▶ Record plans shall be provided to the Township Engineer following the completion of construction.

Should you have any questions regarding this matter, please contact this office at (734) 466-4580.

Sincerely,  
OHM Advisors

Matthew D. Parks, P.E.

Elliot R. Smith

MDP/ERS/ljm

cc: Mike Radzik, Township Community Standards Director



Brenda Stumbo, Township Supervisor  
Karen Lovejoy-Roe, Township Clerk  
Larry Doe, Township Treasurer  
Tammie Keen, Township Deputy Supervisor  
Lisa Stanfield, Township Deputy Clerk  
Nancy Wrybkowski, Township Community Standards Executive Coordinator  
Doug Winters, Township Attorney  
Ken Cousino, Engineering Technologies Corporation  
Brendan Cousino, Engineering Technologies Corporation  
John Sauter, Developer/Purchaser, 1515 Patricia Ave., Ann Arbor, MI 48103  
File

P:\0000\_0100\SITE\_YpsilantiTwp\2018\0098181130\_Private Road - Sauter Family\MUNI\01\_SITE\Review #3\Private Road\_Variance\_Review\_Letter#3.dox



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD  
YPSILANTI, MICHIGAN 48198-9112  
TELEPHONE: 734-484-4600  
WEBSITE: [www.ycua.org](http://www.ycua.org)

August 5, 2019

**VIA ELECTRONIC MAIL**

Ms. Charlotte Wilson, Planning and Development Coordinator  
Office of Community Standards  
CHARTER TOWNSHIP OF YPSILANTI  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

Re: Preliminary (non-residential) Site Plan Reviews #1 through 3  
**Sauter Private Road**  
Charter Township of Ypsilanti (Plan Date: 07-12-2019)

Dear Ms. Wilson:

In response to the memorandum from your office dated July 18, 2019, we have reviewed the referenced plans with regards to water supply and wastewater system design. The plans are not acceptable to the Authority.

The Authority has no objection to either the proposed lot layout or the proposed public water main extension. However, the proposed "dry water feed" is an unacceptable alternative to a properly designed public water supply system.

Should there be any questions please contact this office.  
Sincerely,



SDW Digital Signature

SCOTT D. WESTOVER, P.E., Engineering Manager  
Ypsilanti Community Utilities Authority

cc: Mr. Jeff Castro, Mr. Mike Shaffer, File  
Mr. Mike Radzik, Charter Township of Ypsilanti  
Mr. Eric Copeland, Mr. Dan Kimball, Township Fire Department  
Mr. Matt Parks, P.E., Township Engineer  
Mr. Gary Streight, P.E., WCRC  
Ms. Theresa Marsik, P.E., WCWRC  
Mr. John Sauter, Applicant  
Mr. Ken Cousino, P.E., Applicant's design engineer

# PUBLIC COMMENTS

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# **CONSENT AGENDA**

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**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 16, 2019 WORK SESSION MEETING**

Supervisor Stumbo called the meeting to order at approximately 6:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

**Members Absent:** none

**Legal Counsel:** Wm. Douglas Winters

**1. AGENDA REVIEW.....SUPERVISOR STUMBO**

**PUBLIC HEARING**

**A. 7:00PM – RESOLUTION 2019-32, CREATION OF NEIGHBORHOOD STREETLIGHT SPECIAL ASSESSMENT DISTRICT #217 AMBERLY GROVE SUBDIVISION #2 (PUBLIC HEARING SET AT THE JUNE 18, 2019 REGULAR MEETING)**

Supervisor Stumbo stated there were problems with the Home Owners Association.

Clerk Lovejoy Roe gave an update on the process for the Streetlight Special Assessment District and the issues the HOA was struggling with.

Trustee Eldridge stated he would like the petition process to be the only way a special assessment district could be created.

Trustee Ross-Williams stated it was two HOA Board members who were appointed desired the assessment but it's not clear whether they had a meeting with other residents to discuss the streetlight request.



**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JULY 16, 2019 WORK SESSION MEETING**  
**PAGE 2**

Trustee Jarrell Roe stated that in the past we have done it different ways and not with just 50% plus one signatures on a petition. She said the board has listened to community members such as the neighborhood watch groups or an HOA, and voted on special assessments without receiving petitions from these groups. She said the reason this one was different was the HOA did not have the community support because of other problems between the residents and the HOA.

Supervisor Stumbo explained the history with special assessment districts and the ways they had occurred.

Angela King, Township Attorney stated there were two different statutes for streetlights and for cameras. She said security cameras were under police and fire so the process is a little bit different.

Trustee Ross-Williams asked if we were going with petitions of 50% plus 1 would renters be included.

Clerk Lovejoy Roe stated it would have to be the parcel owner listed through our Assessing Department. She said that Assessing produces the petition and if there was two owners listed for a parcel, they both have to sign. She explained it was a legal process.

Arloa Kaiser, Township Resident asked for clarification on petitions.

Supervisor Stumbo explained this topic was for a special assessment district for an improvement. She said this would be an actual tax that would go on your taxes and there is a process to do that. She said it is not like an ordinance for snow removal.

Supervisor Stumbo stated that in the future there should be 51% acceptance for Streetlight Assessment Districts before it comes to the board for a Public Hearing. She said if we adopted a different SAD process for Cameras we can repeal that and adopt the same 51% petitions for both. Supervisor Stumbo suggested that if

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 16, 2019 WORK SESSION MEETING  
PAGE 3**

there is a single camera or streetlight in an area we would not need a petition for 51%.

Clerk Lovejoy Roe stated that moving forward she would require 50% plus 1 of property owners signatures on petitions for requests for streetlights, cameras, sidewalks, etc. Clerk Lovejoy Roe suggested reading the Resolution during the meeting and suggested that we vote to deny the SAD for Amberly Grove Subdivision #2 based on the response from the property owners.

**CONSENT AGENDA**

**A. MINUTES OF THE JUNE 18, 2019 WORK SESSION AND REGULAR MEETING AND OF THE JULY 2, 2019 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR JULY16, 2019 IN THE AMOUNT OF \$1,213,252.61**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JUNE 2019 IN THE AMOUNT OF \$39,448.48**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR MAY 2019 IN THE AMOUNT OF \$1,109.50**

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

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 16, 2019 WORK SESSION MEETING  
PAGE 4**

**OLD BUSINESS**

- 1. 2<sup>ND</sup> READING OF RESOLUTION 2019-27, PROPOSED ORDINANCE 2019-488, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, CHAPTER 30, ARTICLE II ENTITLED FIRE PREVENTION CODE BY THE ADOPTION OF THE 2018 EDITION OF THE INTERNATIONAL FIRE PREVENTION CODE (FIRST READING HELD AT THE JUNE 18, 2019 REGULAR MEETING)**

Chief Copeland stated he would kindly ask the Board to move this forward.

- 2. REQUEST TO APPROVE 2<sup>ND</sup> READING OF RESOLUTION 2019-26, PROPOSED ORDINANCE 2019-487, AMENDING THE ZONING ORDINANCE TO ADD ARTICLE XI-A ECORSE RD. FORM BASED DISTRICT TO ENACT FORM BASED ZONING AND UPDATED USES AND TO REZONE ECORSE RD. TO BE CONSISTENT WITH THE ARTICLE XI-A ZONING ORDINANCE LANGUAGE (FIRST READING HELD AT THE JUNE 18, 2019 REGULAR MEETING)**

Clerk Lovejoy Roe explained the changes made to the Resolution and Ordinance since the 1st reading.

Megan Masson-Minock, Carlisle, Wortman & Associates stated she would answer any questions the board may have. She said she hoped the changes meet with the boards' approval and that the Board would consider approving this tonight.

Trustee Jarrell Roe stated she spoke with someone who was active with our master plan and when she mentioned the drive thru issue, they were very surprised that a drive thru would be something we wouldn't support. She said she does support what is before the board tonight but she does think that walkability has different meanings to different people.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 16, 2019 WORK SESSION MEETING  
PAGE 5**

**3. REQUEST TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE LOW QUOTE FOR PURCHASE OF A NEW STOCK SPARTAN FIRE ENGINE FROM ZAHNEN COMPANIES IN THE AMOUNT OF \$515,000.00 BUDGETED IN LINE ITEM #206-970-000-979-000 (ITEM TABLED AT THE JUNE 18, 2019 REGULAR MEETING)**

Supervisor Stumbo explained the reason this was a request to waive the financial policy was because our financial policy states we have to get three bids and not quotes but we received three quotes for this fire truck and not bids so the policy had to be waived.

Clerk Lovejoy Roe explained that this request we had tabled from the last meeting and it was left under Old Business. She said this was to purchase one fire truck. She said number one under New Business was to purchase two fire trucks so if the board chooses to purchase the two fire trucks she suggested just to leave this request tabled.

Clerk Lovejoy Roe stated the financial policy had to be waived because the policy required the Fire Truck purchase to come to the board for authorization to go out for bid and in this case the Fire Department did not asked the board for authorization, and they received quotes and did not bid the purchase.

Trustee Eldridge stated he was disappointed that we only received a 1% discount for purchasing two fire trucks. He said he remembers dealing with this company a few years ago with a purchase of a fire truck and had numerous issues with them. He asked what assurances do we have that we won't have the same issues with this purchase. Trustee Eldridge asked if the trucks are not delivered on the promised date is there a clause in the contract that states we would receive compensation for everyday they are late with delivery.

Fred Anstead, Captain, stated in 2009 with the two new trucks our past Fire Chief did not get the contract turned in in time and that moved us to 2009 instead of 2008. He said in 2009 the EPA changed the standard for the motors for the exhaust and we went with a caterpillar engine and then it didn't fit in the chassis.

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JULY 16, 2019 WORK SESSION MEETING**  
**PAGE 6**

He said that Spartan upgraded to a larger chassis that was more expensive and our former Chief agreed that it would delay the delivery of the truck but they did not get it in writing. Captain Anstead stated we purchased our Rosie Truck after that from the same company and there have been no issues regarding the truck.

Attorney Winters stated these contracts are for stock trucks that have already been manufactured. He said except for the added items that our fire personnel added to the trucks, the trucks are ready to be delivered. He said the past fire trucks that were purchased were custom built for us.

Chief Copeland stated that they had no problems when they purchased the Rosie truck. He said they modeled the purchase agreement off the Rosie truck since it went so smoothly. He said for vehicle maintenance they have stayed with the same vendor and kept the same brand.

Trustee Eldridge stated that third party vendors would be supplying the added items and if those items do not come in a timely manner it would delay the delivery on the truck so we would be in the same position as if we ordered a custom truck.

Captain Anstead stated the equipment has already been ordered and they leave on July 29, 2019 for South Dakota to do a final inspection on the trucks.

Trustee Eldridge stated it may go fine but he would like to cover our backside if it doesn't. He said he just wanted some kind of rebate if all doesn't go as planned.

Attorney Winters stated in 2009 we paid for the truck up front but this time they would not receive payment until the truck is delivered.

Trustee Eldridge stated he was comfortable since they were not getting paid until delivery.

Trustee Jarrell Roe asked if the final price included state and federal taxes.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 16, 2019 WORK SESSION MEETING  
PAGE 7**

Attorney Winters stated \$1,025,000.00 is what we would budget for so the taxes must be included.

Captain Anstead stated we do not pay South Dakota sales tax.

Trustee Ross-Williams thanked them for negotiating a discount but was disappointed that it was only \$2,500.00 a truck. She asked what happens to the reserve trucks.

Chief Copeland stated in the power point from the last meeting it showed the trucks that would move into reserve status and the trucks that would be retired.

Attorney Winters stated that in the contract it stated there was a provision that the Township could not waive its' governmental immunity defense but he believes the salesman has taken that out of the contract because the Township would keep in the contract its' governmental immunity defense. He said subject to the one revision the contract is in proper form.

**NEW BUSINESS**

- 1. REQUEST TO WAIVE THE FINANCIAL POLICY AND SIGN THE PURCHASE AGREEMENT WITH ZAHNEN TO PURCHASE TWO (2) SPARTAN FIRE ENGINES IN THE AMOUNT OF \$1,025,000.00 WITH \$525,000.00 BUDGETED IN LINE ITEM 206-970-000-979-000 AND THE REMAINING \$500,000.00 TO BE BUDGETED IN LINE ITEM #101-970-000-975-206 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**
- 2. REQUEST APPROVAL OF NON UNION JOB DESCRIPTION OPERATIONS MANAGER AND THE CHANGING OF MICHAEL SARANEN'S POSITION TITLE FROM HYDRO OPERATOR TO OPERATIONS MANAGER**

Trustee Jarrell Roe apologized for not sending these changes to Karen Wallin, Generalist earlier. She explained the changes she would like to see in the job description.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 16, 2019 WORK SESSION MEETING  
PAGE 8**

Karen Wallin, Generalist explained what is an acceptable driving record from our Insurance Company and will make the changes with High School Graduate or Equivalent.

**The Work Session adjourned at 6:52 p.m.**

Respectfully Submitted,

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 16, 2019 REGULAR BOARD MEETING**

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

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

**Members Absent:** none

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC HEARING**

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

**A. 7:00PM – RESOLUTION 2019-32, CREATION OF NEIGHBORHOOD  
STREETLIGHT SPECIAL ASSESSMENT DISTRICT #217 AMBERLY GROVE  
SUBDIVISION #2 (PUBLIC HEARING SET AT THE JUNE 18, 2019 REGULAR  
MEETING)**

Clerk Lovejoy Roe read the 28 emails from residents against the creation of neighborhood streetlight special assessment district. She read one letter from a resident who was in favor of the creation of neighborhood streetlight special assessment district.

Kimberly Samuelson, Township Resident, due to the HOA problems she is against the streetlight special assessment at this time.

Leonard Frankowiak, Township Resident, due to the HOA problems he is against the streetlight special assessment.

Carl Demeritt, Township Resident, asked questions about the streetlights and he does not know whether he is for or against.

Elizabeth Demeritt, Township Resident, said she is against the streetlight special assessment.

Angela Ross, Township Resident, said she wanted the streetlights for safety but since there is so many issues, she would like to table the streetlight special assessment.

Darrell Kirby, Township Resident, explained problems with the HOA.

Donnie Burton, Township Resident, said he would like this tabled for another time.



**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 16, 2019 REGULAR BOARD MEETING  
PAGE 2**

Nicole Hadley, Township Resident, said the extra lights are not necessary.

Pam Russell, Township Resident, said she would like the extra light for safety issues.

John Adams, Township Resident, said he did not want the extra streetlights.

Roberta Niedson, Township Resident, explained what she did when she was on the HOA board. She said she was against extra streetlights.

Mary Ann Basilico, Township Resident, said she is the HOA President and she would like to table the streetlight issue. She said she thought it was a safety issue.

Craig Maxfield, Township Resident, said he did not like the way this was presented to him and therefore he was against the streetlights at this time.

Mark Morrison, Township Resident, said he was against the streetlights because of their HOA.

Tabitha Frankowiak, Township Resident said she was against the streetlight assessment.

Carrie Wilson, Township Resident said she was against the streetlight assessment.

**The Public Hearing Closed at 7:43PM.**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge not to Approve Resolution 2019-32, Creation of Neighborhood Streetlight Special Assessment District #217 Amberly Grove Subdivision #2** (Public Hearing Set at the June 18, 2019 Regular Meeting).

Trustee Eldridge stated later this evening in Other Business he will ask the board to put into our processes beginning today that we would not consider an assessment district for cameras, streetlights, sidewalks or for anything else that would place an assessment financially on residents unless it comes to us with a 50% plus 1 parcel owner support.

Trustee Jarrell Roe thanked the residents for coming to the meeting.

Trustee Ross-Williams thanked the residents for coming to the meeting. She said the HOA should consist of all members.

Trustee Wilson, Jr. encouraged residents to keep their unity and solidarity.

Clerk Lovejoy Roe said it was unfortunate the HOA Board did not represent the residents when they requested these lights. She said the township did follow our traditional process, which was to either do a petition or the HOA makes a request

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 16, 2019 REGULAR BOARD MEETING  
PAGE 3**

and we assume they have already contacted residents which is not what happened here. She said that is why the process will be changed from now on to always do a petition with 50% plus 1 signatures in favor before it is moved forward. She said she was grateful for all the emails that came in and for everyone being here tonight. Clerk Lovejoy Roe stated this was what democracy is about and everyone has been very respectful.

Supervisor Stumbo said she appreciated all the input and that is what a public hearing is for so we can get input from the residents.

**The motion carried unanimously to Deny Resolution 2019-32 and to not Create SAD #217 for Amberly Grove.**

**PUBLIC COMMENTS**

Arloa Kaiser, Township Resident is opposed to giving the YMCA property in the Township and for the Township to pay the legal fees.

Kim Samuelson, Township Resident stated having a YMCA in Ypsilanti Township would be good.

Katie McCoy, Township Resident said she has concerns regarding the pine trees on Merritt Road and Amberly Way. She said they were large and wondered who was responsible for trimming them. Supervisor Stumbo stated if it is the inside of the sidewalk into the subdivision it would be the HOA, but if it was from the outside of the sidewalk to the road it would be the Washtenaw County Road Commission.

**CONSENT AGENDA**

**A. MINUTES OF THE JUNE 18, 2019 WORK SESSION AND REGULAR MEETING AND OF THE JULY 2, 2019 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR JULY 16, 2019 IN THE AMOUNT OF \$1,213,252.61**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JUNE 2019 IN THE AMOUNT OF \$39,448.48**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR MAY 2019 IN THE AMOUNT OF \$1,109.50**

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

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 16, 2019 REGULAR BOARD MEETING  
PAGE 4**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Consent Agenda.**

**The motion carried unanimously.**

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters stated there was a court hearing today regarding the Elks Club on Ecorse Road in Ypsilanti. He said there was an incident that happened at the Club last Saturday night. Attorney Winters stated it was videotaped by the officers' body cams. He said there was a call out for every available police car within twenty miles because of what was going on in the parking lot with disorderly conduct and fighting. He said shots were fired on one of the side streets near the Elks Club as this was going on. He said there was a police chase and individuals were caught and arrested. He said this was a continuation of the same issues that have been going on for about eight years. Attorney Winters stated a detailed order has been prepared in which there will be no more special events held at the Elks Club for a minimum of nine months, the parking lot has to be repaired with paving, striping, and drain issues. He said the Club could be used for members only meetings. He said that if the special events resume there must be two security guards present for every event and a member of the Elks must be present. Attorney Winters said there would not be any on street parking allowed. He said if the security personnel see anyone parking illegally they would not be able to enter the club. He said with all the officers that had to respond to this latest incident nothing else going at that time did not have the attention they needed. He said because of the professionalism and good judgment from the officers no one was severely injured.

Trustee Eldridge asked why this establishment was not shut down completely until the issues were rectified.

Attorney Winters stated the problems have happened with the special events. He said the members meet twice a month, a women's group meets twice a month and one meeting where men and women meet together.

Supervisor Stumbo stated that she was present at court and Judge Connors appreciated that an agreement had been reached between the Township and the Elks Club.

Michael Radzik, OCS Director stated the Elks Club is shut down for all events until the parking lot issues have been resolved. He said that included enough parking spaces for their occupant load. He said if they achieve this and are able to open for special events there will be a nine-month trial period where the special events must end no later than midnight. Mr. Radzik stated that after nine months of being successful in achieving this without incident they can come back and request to have those events beyond midnight. He said he does not think that if the Township

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had asked the Judge to shut down the club until the improvements were made the Judge would have allowed that. Mr. Radzik stated the club was delinquent with their property taxes and probably will face foreclosure in less than a year.

Supervisor Stumbo stated this is a public nuisance and has put the residents in the area in danger. She said it is not the members of the Elks Club but it is whom they rent the club to for private parties.

**OLD BUSINESS**

- 1. 2<sup>ND</sup> READING OF RESOLUTION 2019-27, PROPOSED ORDINANCE 2019-488, AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, CHAPTER 30, ARTICLE II ENTITLED FIRE PREVENTION CODE BY THE ADOPTION OF THE 2018 EDITION OF THE INTERNATIONAL FIRE PREVENTION CODE (FIRST READING HELD AT THE JUNE 18, 2019 REGULAR MEETING)**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve 2<sup>nd</sup> Reading of Resolution 2019-27, Proposed Ordinance 2019-488, an Ordinance Amending the Code of Ordinances, Charter Township of Ypsilanti, Chapter 30, Article II Entitled Fire Prevention Code by the Adoption of the 2018 Edition of the International Fire Prevention Code (First Reading Held at the June 18, 2019 Regular Meeting) (see attached).**

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

**The motion carried.**

- 2. REQUEST TO APPROVE 2<sup>ND</sup> READING OF RESOLUTION 2019-26, PROPOSED ORDINANCE 2019-487, AMENDING THE ZONING ORDINANCE TO ADD ARTICLE XI-A ECORSE RD. FORM BASED DISTRICT TO ENACT FORM BASED ZONING AND UPDATED USES AND TO REZONE ECORSE RD. TO BE CONSISTENT WITH THE ARTICLE XI-A ZONING ORDINANCE LANGUAGE (FIRST READING HELD AT THE JUNE 18, 2019 REGULAR MEETING)**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve the 2<sup>nd</sup> Reading of Resolution 2019-26, Proposed Ordinance 2019-487, Amending the Zoning Ordinance to Add Article XI-A Ecorse Rd. Form Based District to Enact Form Based Zoning and Updated Uses and to Rezone Ecorse Rd. to be Consistent with the Article XI-A Zoning Ordinance Language (First Reading Held at the June 18, 2019 Regular Meeting) (see attached).**

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**Wilson.....Yes      Doe.....Yes      Stumbo.....Yes  
Lovejoy Roe.....Yes      Ross-Williams.....Yes      Eldridge.....Yes  
Jarrell Roe.....Yes**

**The motion carried unanimously.**

- 3. REQUEST TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE LOW QUOTE FOR PURCHASE OF A NEW STOCK SPARTAN FIRE ENGINE FROM ZAHNEN COMPANIES IN THE AMOUNT OF \$515,000.00 BUDGETED IN LINE ITEM #206-970-000-979-000 (ITEM TABLED AT THE JUNE 18, 2019 REGULAR MEETING)**

**Item left on Table.**

**NEW BUSINESS**

- 1. REQUEST TO WAIVE THE FINANCIAL POLICY AND SIGN THE PURCHASE AGREEMENT WITH ZAHNEN TO PURCHASE TWO (2) SPARTAN FIRE ENGINES IN THE AMOUNT OF \$1,025,000.00 WITH \$525,000.00 BUDGETED IN LINE ITEM 206-970-000-979-000 AND THE REMAINING \$500,000.00 TO BE BUDGETED IN LINE ITEM #101-970-000-975-206 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

**A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve to Waive the Financial Policy and Sign the Purchase Agreement with Zahnene to Purchase Two (2) Spartan Fire Engines in the Amount of \$1,025,000.00 with \$525,000.00 Budgeted in Line Item 206-970-000-979-000 and the remaining \$500,000.00 to be budgeted in Line Item #101-970-000-975-206 Contingent Upon Approval of the Budget Amendment.**

Attorney Winters stated that the maintenance cost would be reduced since we are purchasing two trucks. He said our firefighters respond to more calls than any other firefighters in Washtenaw County.

**The motion carried unanimously.**

- 2. REQUEST APPROVAL OF NON UNION JOB DESCRIPTION OPERATIONS MANAGER AND THE CHANGING OF MICHAEL SARANEN'S POSITION TITLE FROM HYDRO OPERATOR TO OPERATIONS MANAGER**

**A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve Non Union Job Description Operations Manager and the Changing of Michael Saranen's Position Title from Hydro Operator to Operations Manager (see attached).**

**The motion carried unanimously.**

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- 3. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF SPEED HUMPS ON KEWANEE ST. IN THE AMOUNT OF \$16,962.00 BUDGETED IN LINE ITEM #101-446-000-818-022 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Agreement with the Washtenaw County Road Commission for the Installation of Speed Humps on Kewanee St. in the Amount of \$16,962.00 Budgeted in Line Item #101-446-000-818-022 Contingent Upon Approval of the Budget Amendment (see attached).**

**The motion carried unanimously.**

- 4. REQUEST TO APPROVE PROPOSAL WITH GOREN & ASSOCIATES FOR EMPLOYEE TRAINING AND DEVELOPMENT IN THE AMOUNT OF \$14,120.00 BUDGETED IN LINE ITEM #101-227-000-960-000**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Proposal with Goren & Associates for Employee Training and Development in the Amount of \$14,120.00 Budgeted in Line Item #101-227-000-960-000 (see attached).**

Trustee Wilson questioned the cost for this training as being quite high.

Karen Wallin, Generalist said this company has come highly recommended. She said the price is higher because they only allow 25 people per session so there are more sessions.

**The motion carried unanimously.**

- 5. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR DESIGN AND CONSTRUCTION OF ROAD IMPROVEMENTS TO US-12 TO BE FUNDED BY A GRANT, SUBJECT TO REVIEW AND REVISIONS BY THE TOWNSHIP ATTORNEY**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Agreement with the Washtenaw County Road Commission for Design and Construction of Road Improvements to US-12 to be Funded by a Grant, Subject to Review and Revisions by the Township Attorney (see attached).**

Trustee Ross-Williams stated she was happy for the improvements that will be made to US-12 but also suggested more improvements should be made with the pedestrian walk at US-12 and Dorset.

Trustee Eldridge asked what the improvements would be and who would be responsible if this project goes over \$8,000,000.00.

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Supervisor Stumbo stated this includes Ecorse Road between Ford Blvd. and US-12. She said it would be street lighting, signalization enhancement, and signage.

Attorney Winters explained some of the changes they will make with this agreement making sure this project would not exceed the \$8,000,000.00.

Supervisor Stumbo stated they would include in the motion that it would not go over the \$8,000,000.00. She said the funds go from MDOT to the Road Commission. Supervisor Stumbo said there would be meetings to discuss what was to be done but we don't have control over it.

**The motion carried unanimously including language to not exceed \$8,000,000.00.**

**6. REQUEST AUTHORIZATION FOR THE TOWNSHIP LEGAL COUNSEL,  
ENGINEERS AND DEPARTMENTS TO ASSIST IN GATHERING INFORMATION  
ON THE SEAVER FARM PROPERTY AS A POTENTIAL SITE FOR A YMCA STATE  
OF THE ART PROGRAMMING AND RECREATIONAL FACILITY**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Authorization for the Township Legal Counsel, Engineers and Departments to Assist in Gathering Information on the Seaver Farm Property as a Potential Site for a YMCA State of the Art Programming and Recreational Facility.**

Trustee Ross-Williams stated she is a board member with the YMCA and a question was raised if she could speak or vote on this item.

Attorney Winters stated that if she doesn't receive financial gain from the YMCA he said it would not be a conflict of interest.

Trustee Ross-Williams shared that there was no financial gain.

Clerk Lovejoy Roe stated that she and Supervisor Stumbo have been trying to get a recreation facility in Ypsilanti Township many years. She said this property was bought with the intention that it would be utilized for a community benefit such as parks or a community center, or something that would benefit residents. She said a new recreation center would be a great place to take her grandkids before they move on to college just like the Library. And just like the library, she said, the Township gave the property to the Library so it could be built in the Township. She said we do not own it or operate it. Clerk Lovejoy Roe said it would be the same if we give this property to the YMCA. She said she did not view it as giving away property but providing land in exchange for a full service recreation center for all township residents. She said it was like the land that the township owned and leased many years ago to the Eagle Crest Golf Course by the Marriott for the benefit of township residents. She said that private and public partnership spurred development and was a great use of township land. She said working with the YMCA to provide recreation to township residents for the exchange of the land would free the township from the long term liability of providing funding for the

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operations of a recreation center. She said the location of the YMCA in Ypsilanti Township would change the area for the best just like the location of new YMCA's have done wherever they were located. She recommended looking at both the new YCMA's in both Dayton, Ohio and Warsaw, Indiana. She said she was excited about the possibility of locating a YMCA in Ypsilanti Township.

Trustee Eldridge does support a YMCA but he said he would like a different location. He said there were other areas in the Township that he felt were more appropriate for this facility. He said the Township paid a lot of money for the Seaver Farm property and we have paid people to market it. He said he believes it is still marketable for something other than donating it to the YMCA. Trustee Eldridge said a better choice for the YMCA would be on the property here within the area of the Library and Civic Center.

Supervisor Stumbo said the YMCA Director came to the Township and she showed them different sites in the Township. She said the Seaver Farm property was the most appealing to them. She said there is criteria that has to be met to build a full service YMCA. She said it is not a homeless shelter and no one will be sleeping there as YMCA's did in the past. She said this is a large facility and they choose the site. Supervisor Stumbo said they have to go through a feasibility study. She said that this is only in the beginning stages which provides all the historically documents that we have on the property.

Trustee Eldridge asked should we have had the presentation from the YMCA to asked questions and get answers before they moved forward with a feasibility study.

Supervisor Stumbo stated Washtenaw County Recreation was paying for the study so that is why the presentation was given to Washtenaw County. She said the Board is not voting for the YMCA to build on this site tonight.

Trustee Eldridge asked if our Community Center would be closed if the YMCA builds this facility.

Supervisor Stumbo stated the Township has a Community Center and this would be a full Recreation Center and we would not close our center. She said that would be a board decision but she would not vote to close the community center or stop the senior program.

Trustee Eldridge asked if we would have input on the aesthetics and Supervisor Stumbo stated we would and there would be public meetings.

Trustee Eldridge asked if Township residents would get a discount there. Supervisor Stumbo stated she understood there was a sliding scale depending on income.



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Trustee Jarrell Roe stated she was excited about having a YMCA facility in Ypsilanti Township. She said whenever they do a study for the Township it comes back that we need something that would attract younger families. She said having a YMCA would stimulate healthier living for township residents. She said residents have always said the Township needed a recreation facility.

Trustee Ross-Williams said our Community Center has served our seniors well and it will continue to do so. She said it also offers a good golf program.

Trustee Jarrell Roe stated that in Blair Township, Michigan they have a Splash Pad, disc golf, ball fields and a pavilion next to their township building. She said so if the YMCA doesn't want to use the land it would be a good idea for us to utilize it for recreation.

Trustee Wilson stated he is in favor of the YMCA because we need a recreation facility on the eastern part of our county. He said when bringing this to the township he believes the area will really expand. Trustee Wilson state in the memo it mentions "in kind" services and he wondered that that meant.

Supervisor Stumbo said it was the County's contribution of \$30,000.00 cash and \$40,000.00 "in kind" and she said she doesn't know if it was for architect or engineering services because it was between the Washtenaw County Recreation Department and YMCA.

Clerk Lovejoy Roe left the meeting for a family emergency.

Supervisor Stumbo stated that in 2003 these 163 acres were going to be developed as a mobile home park with over 2000 mobile homes. She said they asked to have it rezoned and the Township denied it and the developer filed suit against the Township for not rezoning the property and the township took the suit all the way to the Michigan Supreme Court. She said the Attorney for the owner of the property asked if the Township was interested in purchasing the property and we decided to purchase it. She said immediately 30 acres was sold to Bosal. She said getting the YMCA to build a facility in Ypsilanti Township would leave the Township better than when this board was elected.

Michael Radzik, OCS Director, stated he has seen 38 years of year after year, generation after generation of youth crime in Ypsilanti Township. He said and one of the root causes is boredom and nothing to do. He said there is no high quality recreation center in this area for these kids. He said this facility run by an organization like the YMCA with sliding scale membership based on income would be one of the greatest gifts you could leave this community.

Trustee Ross-Williams stated that at the meeting where Supervisor Stumbo stated it was difficult to obtain the \$30,000.00 for the feasibility study. She said she attended the Board of Commissioners meeting to discuss comments that were made at that meeting. She said that one of the comments she heard was that poor

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children only wanted recreation in schools. She said there are poor children who need recreation in a recreation center, poor children who need day care, poor children who need to learn how to swim and its' not about poor it is about doing the right thing for our community.

Arloa Kaiser, Township Resident stated what she has heard tonight is this board wants to make a name for themselves. She said kids do need things to do but there are people out there willing to help them. She said many kids want to stay inside and watch TV.

Javonna Neel, Township Resident said she moved here in 1991 and there was not a pool here for her kids to use. She said she appreciates that the YMCA may be coming to this area now. She said when she was young her family did not have a lot of money and one summer she earned a scholarship from the YMCA which left a big impression on her.

Attorney Winters stated in the early 1980's there was a vision to jump start this corridor where the Armory had been and it involved the Township, the City, EMU and now you have the Marriott Hotel and EMU Golf Course. He said his point is that its' hard to realize the vision when you move into unknown territory. He said but just like in the 1980's with the old Armory it was hard to see what that would look like but now it would be hard to imagine that corridor without the Marriott and the golf course. He said then move forward several years and we have the new library. He said at the time there was a push to build the library in the city of Ypsilanti or in other areas of Washtenaw County which would not have benefitted the Township the way the Library does in its' current location where the Township had only been serviced by a Book Mobile. He said if a mobile home park would have been developed on the Seaver farm property there probably would not be a Marriott Hotel where it is today. He said when the opportunity to purchase the property arose the Township felt it would be good to control what the property would be used for.

**The motion carried unanimously.**

**7. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR MAJESTIC PONDS AND PONDS AT LAKEWOOD ON AUGUST 20, 2019 AT APPROXIMATELY 7:00PM**

**A motion was made by Trustee Jarrell Roe, supported by Trustee Ross-Williams to Approve Request to Set a Public Hearing for the Creation of Streetlight Special Assessment District for Majestic Ponds and Ponds at Lakewood on August 20, 2019 at Approximately 7:00PM.**

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Supervisor Stumbo stated she does not feel comfortable moving this forward since we do not know who is requesting it.

**A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Table this request until the next Board meeting.**

Jarrell Roe .....	Yes	Eldridge .....	Yes	Ross-Williams.....	Yes
Stumbo.....	Yes	Doe.....	Yes	Wilson .....	Yes

The motion carried unanimously.

**8. BUDGET AMENDMENT #12**

**A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve Budget Amendment #12 (see attached).**

The motion carried unanimously.

**OTHER BUSINESS**

Trustee Eldridge question whether we would formalize the agreement to have 50% plus 1 of the residents signing a petition before bringing special assessment districts to the board.

Supervisor Stumbo stated it would be brought back to the board at the next meeting.

Trustee Jarrell-Roe asked if it could be for Streetlights, Cameras, and Sidewalks so we know the majority of the residents are for it before we vote to approve it.

Supervisor Stumbo stated that she would look for the policy on cameras and see if we adopted a policy for each and if it needs to be repealed.

Trustee Ross-Williams asked if this was coming back to the Board.

Supervisor Stumbo stated we would proceed with 51% because that was what the board said to do. She said and if they need to repeal the cameras than that would be brought back to the Board.

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

**The motion carried unanimously.**

The meeting was adjourned at approximately 9:48 PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**Zimbra****klovejoyroe@ytown.org**

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**Amberly Grove Streetlight Assessment**

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**From :** Stacy Murphy <pinktulip75@hotmail.com>      Fri, Jul 12, 2019 09:38 AM  
**Subject :** Amberly Grove Streetlight Assessment  
**To :** klovejoyroe@ytown.org

Hello, we are the original owners of our home, roughly 2 decades. We plan on attending the meeting on the 16th, however, in case something comes up, we wanted our voices included/heard. Our current HOA is adding costly assessments without our knowledge, input or vote and is refusing to speak to the homeowners, although we have petitioned for a special meeting and far surpassed the required signatures. Until we are able to get answers, we do not want this assessment put through. Please let us know if there is anything else we can or need to do.

Stacy & Nathan Murphy

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**Zimbra****klovejoyroe@ytown.org**

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**Street Light Assessment**

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**From :** Karen Smith <ksieferd@gmail.com>

Fri, Jul 12, 2019 12:38 PM

**Subject :** Street Light Assessment**To :** klovejoyroe@ytown.org

Dear Ms. Lovejoy Roe,

I won't make the upcoming meeting, but wanted to notify you of my position. I am not in favor of a street light assessment and would vote it down.

Thank you,  
Karen Smith  
7697 Henley Dr  
Ypsilanti, MI 48197

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**Zimbra****klovejoyroe@ytown.org**

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**Amberly grove**

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**From :** John <johndv64@comcast.net>

Tue, Jul 16, 2019 06:40 PM

**Subject :** Amberly grove**To :** klovejoyroe@ytown.org

Karen:

As a resident of Amberly Grove, I am emailing you to voice my opinion on the matter of lighting for Amberly Grove and also the refusal of the current board to allow for a meeting to vote in a new board of directors for the HOA.

The current board is not elected and should not have the power they do.

John Adams

7162 Royal Troon Dr

Ypsilanti MI 48197

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**Zimbra****klovejoyroe@ytown.org**

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**Creation of Streetlight Special Assessment District 217 Amberly Grove Subdivision 2**

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**From :** mmayrend <mmayrend@comcast.net> Tue, Jul 16, 2019 06:21 PM  
**Subject :** Creation of Streetlight Special Assessment District 217 Amberly Grove Subdivision 2  
**To :** klovejoyroe@ytown.org,  
lstanfield@ytown.org

Creation of Streetlight Special Assessment District 217 Amberly Grove Subdivision 2

Hello Karen and Lisa,

My name is Michael Mayrend and I live at 7454 Spy Glass Lane. I vote no on new street lights.

I would say there are too many. There are already three street lights in view of my house. There is one at the south entrance to the pond trail near my home. A second one is not needed near the north end of the trail. There are already two on the street near that end of the path.

Please turn down this request for more street lights. Thank you.

Michael Mayrend  
C734 812 7134.

Sent from my Verizon, Samsung Galaxy smartphone

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**Zimbra****klovejoyroe@ytown.org**

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**Re: Streetlight Assessment**

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**From :** carletha69 <carletha69@yahoo.com> Thu, Jul 11, 2019 02:34 PM  
**Subject :** Re: Streetlight Assessment  
**To :** Karen Lovejoy Roe  
<klovejoyroe@ytown.org>

Carletha Flournoy

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Karen Lovejoy Roe <klovejoyroe@ytown.org>  
Date: 7/11/19 1:50 PM (GMT-05:00)  
To: carletha69 <carletha69@yahoo.com>  
Subject: Re: Streetlight Assessment

Hello,

Could you provide your name for the record. Thanks, kaern

----- Original Message -----

From: "carletha69" <carletha69@yahoo.com>  
To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>  
Sent: Wednesday, July 10, 2019 11:25:07 PM  
Subject: Streetlight Assessment

I do not agreed with this because I do not have all the facts.Sent from my T-Mobile 4G LTE Device

--

Karen Lovejoy Roe

Clerk

Charter Township of Ypsilanti

7200 S. Huron River Dr.

Ypsilanti, MI 48197

734.484.4700

[ <mailto:klovejoyroe@ytown.org> | [klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org) ]

**Zimbra****klovejoyroe@ytown.org**

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**Amberly Grove Streetlight Assessment**

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**From :** Jenny Plesko <buehlerjenny@gmail.com> Thu, Jul 11, 2019 08:49 AM**Subject :** Amberly Grove Streetlight Assessment**To :** klovejoyroe@ytown.org**Reply To :** buehlerjenny@gmail.com

Dear Karen,

I am currently an Amberly Grove member living on Homestead Rd. Please accept this email as my official vote to NOT put up the new street lights. I don't think this topic was brought up for discussion in the correct manner and almost seems forced upon us. I do not support this assessment.

Thank you for your time,  
Jennifer Plesko

--

Jennifer Plesko

Production Supervisor  
Cayman Chemical Company  
Lipid Biochemistry  
5025 Venture Drive  
Ann Arbor, Mi 48108  
[jbuehler@caymanchem.com](mailto:jbuehler@caymanchem.com)  
work: (734) 975-3974  
mobile: (734) 735-6559

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**Zimbra****klovejoyroe@ytown.org**

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**7246 Royal Troon Dr.**

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**From :** grkroslak <grkroslak@yahoo.com>

Thu, Jul 11, 2019 11:53 AM

**Subject :** 7246 Royal Troon Dr.**To :** klovejoyroe@ytown.org

Hi Kimberly,

I can go on a rant about how much of a waste of money these 3 additional street lights are but I'm not usually like that. Besides that I'm also really upset about the fact that the HOA requested these lights and is causing our taxes to go up without allowing us to have an emergency HOA meeting, even though we got twice as many signatures as needed. I mean they already stole \$125 from us for unnecessary dredging of ponds and now this? It is a complete abuse of their position which by the way they aren't legitimately in to begin with. No one voted them in or anything.

Regards,  
George Kroslak  
7246 Royal Troon Dr.  
Ypsilanti, MI  
48197  
734-578-2246

Sent from my T-Mobile 4G LTE Device

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**Zimbra****klovejoyroe@ytown.org**

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**Amberly Grove Streetlight Assessment**

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**From :** Darrell K <darltk@gmail.com>

Thu, Jul 11, 2019 10:48 AM

**Subject :** Amberly Grove Streetlight Assessment**To :** Karen Lovejoy Roe  
<klovejoyroe@ytown.org>**Cc :** darltk <Darltk@gmail.com>, darltk1  
<Darltk1@yahoo.com>

Hi Karen,

I am contacting you regarding the streetlight assessment in Amberly Grove. I am not for an additional assessment at this time. I do understand that it is for safety concerns but since the community was notified at the spare of the moment I think it is only reasonable to table this until next year. We also have some other Board related costs and issues we are dealing with at this time. I do plan to be at the meeting for further discussion.

Regards,

Darrell Kirby,MS

**Zimbra**

**klovejoyroe@ytown.org**

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**Street lights**

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**From :** Lyriel Claire <lyriel.claire@gmail.com>

Thu, Jul 11, 2019 02:47 PM

**Subject :** Street lights

**To :** klovejoyroe@ytown.org

I am against the streetlights.

Lyriel Claire

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**Zimbra****klovejoyroe@ytown.org**

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**Street lights**

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**From :** Patricia Costa <pcosta12@icloud.com> Thu, Jul 04, 2019 07:49 AM  
**Subject :** Street lights  
**To :** klovejoyroe@ytown.org

Dear Ms Karen Lovejoy Roe,  
Please allow a streetlight assessment of the Ypsilanti Township communities, including Millpoint, to be conducted  
Sincerely,  
Patty Costa  
Sent from my iPhone

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**Zimbra****klovejoyroe@ytown.org**

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**[SPF-NOSPF] Streetlight Assessment**

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**From :** Nakisha Chaney  
<chaney@spplawyers.com>

Wed, Jul 10, 2019 06:23 PM

**Subject :** [SPF-NOSPF] Streetlight Assessment

**To :** klovejoyroe@ytown.org

Ms. Roe, I reside at 7451 Spy Glass Lane in the Amberly Grove subdivision. I oppose the special streetlight assessment as I lack sufficient information at this time to understand the need and evidence that the lights will deter criminal activity.

Nakisha Chaney  
7451 Spy Glass Lane  
Ypsilanti, Michigan 48197  
734-678-0681

\*\*\* YTown NOTICE\*\*\*

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\*\*\* YTown NOTICE\*\*\*

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**Zimbra****klovejoyroe@ytown.org**

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**street light assessment- Amberly Grove**

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**From :** Candace Dorsey <cdors@umich.edu>      Wed, Jul 10, 2019 04:07 PM  
**Subject :** street light assessment- Amberly Grove  
**To :** klovejoyroe@ytown.org

Hi Karen,

I'm a new resident to the Amberly Grove Subdivision. Just like many neighbors I care about the safety of my neighborhood and I understand the importance of having a HOA-Board of Directors.

However, I am opposed and I'm not in favor of being assessed additional fees to pay for streetlights (assessed from the board of directors) for something residents are not responsible for.

I find that the way these assessments came about is appalling. If everything that I'm reading is true, it's unfortunate that the township was dragged into this battle by rogue board members.

I hope the township is able to support the residents position with understanding what is right and what is absolutely wrong. If the residents are responsible for these payments, then so be it, if residents are not responsible for this assessment then this matter should be resolved appropriately.

Assessments should be made in good faith and transparency by everyone, including HOA board members and Ypsilanti township clerks office.

Candace Dorsey  
7407 Knollwood Dr.

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Candace Dorsey, M.S. | Empowerment Self Defense Program Manager  
University of Michigan - Division of Public Safety & Security



**Zimbra****klovejoyroe@ytown.org**

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**Street Light Assessment - Amberly Grove HOA**

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**From :** Craig Maxfield <cdaiscool@gmail.com>      Wed, Jul 10, 2019 03:34 PM  
**Subject :** Street Light Assessment - Amberly Grove  
HOA  
**To :** klovejoyroe@ytown.org

Ms. Lovejoy-Roe-

My name is Craig Maxfield, and I own a home in the Amberly Grove HOA at 7073 Amberly Way. I just wanted to voice my opinion that, at this time, we should NOT be implementing street lights in the HOA. While I understand the concerns, I do not agree with the process this has been carried out through, and would like for us to discuss this with our board prior to it being enacted.

I look forward to attending the July 16th meeting, and hope you have a wonderful rest of your week.

-Craig Maxfield  
Homeowner  
7073 Amberly Way  
Ypsilanti, MI 48197

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**Zimbra****klovejoyroe@ytown.org**

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**[SPF-NOSPF] Streetlight Special Assessment District #217**

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**From :** MARK MORRISON  
<morrison7294@sbcglobal.net>

Wed, Jul 10, 2019 07:31 AM

**Subject :** [SPF-NOSPF] Streetlight Special Assessment  
District #217

**To :** klovejoyroe@ytown.org

To whom it may concern,

My name is Mark Morrison and I live at 7294 Royal Troon Dr. in the Amberly Grove Subdivision. For the public record, I am opposed to the creation of Streetlight Special Assessment District #217.

I am protesting the special assessment for the following reasons:

- Three additional streetlights in the proposed locations will not add a significant safety value to the overall common areas of the subdivision.
- The location of one of the proposed streetlights will greatly increase the illumination of the sides of two residential homes which would be a nuisance factor to those homes.
- Having a streetlight near the playground area will only encourage it's use during nighttime hours and create noise issues and complaints.
- The overall expenditure of the initial purchase of \$13,059.95 plus the yearly cost to maintain after the 3 year period outweighs any benefit that the lights will create.

Most importantly, this assessment proposal was initiated by an unethical Board of Directors. President, Maryann Basilico and Vice President, Angela Rawls/Morris do not represent the majority opinion of the Amberly Grove Association. The two individuals started this process on their own without gathering any support from the community. There was no HOA notification to it's members nor was there any meetings scheduled to discuss the proposed new assessment before bringing this matter to the township. The first notification the residents received about this new assessment was from the township regarding this public meeting. Had the board of directors for the HOA initially reached out to the community for a majority opinion first, resources and

time of the township officials could have been better allocated to benefit the community.

Definition of unethical is unwilling to adhere to proper rules of conduct. Maryann and Angela have repeatedly not followed our community's rule of conduct, our HOA bylaws. They have initiated a separate association assessment for retention area "pond" dredging and maintenance of \$200 per resident that does not fall under the scope of their jurisdiction. Maryann and Angela have ignored requests for minutes of meetings and expenditures incurred by the association even though such information is within the rights of residents through the bylaws. Maryann and Angela have ignored a petition signed by 127 residents calling for a special meeting to be held. Amberley Grove's bylaws only require 61 signatures via petition for a special meeting. Maryann signed via certified mail of receipt of the petition on June 29, 2019. Lastly, our bylaws calls for a five member board, yet we only have two. Maryann and Angela are unwilling to allow others on the board that may have a different point of view even though others have shown interest and made attempts to join the board.

Given these unfortunate circumstances, I cannot under good conscience support any additional assessments at this time.

Thank you for allowing my voice to be heard since our current board members will not follow our bylaws and afford me that opportunity through a special meeting called by the residents of our community.

Mark Morrison

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\*\*\* YTown NOTICE\*\*\*

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**Zimbra****klovejoyroe@ytown.org**

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**Amberly Grove Assessment**

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**From :** Kristen Sinkiewicz <sinkkris@gmail.com> Wed, Jul 10, 2019 10:10 AM  
**Subject :** Amberly Grove Assessment  
**To :** klovejoyroe@ytown.org

I may not be able to make it to the public meeting on July 16th.  
For what it is worth, please note that I am not in favor of  
additional street lights that will increase my taxes.

Thank you,  
Kristen Sinkiewicz

Sent from my iPhone

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**Zimbra****klovejoyroe@ytown.org**

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**Amberly Grove Special Tax Assessment**

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**From :** Tyler Melvin <tymelvin11@gmail.com> Wed, Jul 10, 2019 10:06 AM  
**Subject :** Amberly Grove Special Tax Assessment  
**To :** klovejoyroe@ytown.org

Good Morning Karen,

I am emailing you this morning in regards to the special tax assessment for street lighting that was started by the current board of Amberly Grove.

In lieu of being able to attend the meeting on Tuesday July 16th, I want to submit my position on this assessment as AGAINST the tax increase.

Thank you for your time, and if there is anything else you need from me in order to record my stance on this assessment please let me know.

Respectfully,

Tyler Melvin  
7283 Spy Glass Ln  
Ypsilanti, MI 48197

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**Zimbra****klovejoyroe@ytown.org**

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**Special meeting by law- Greene farms**

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**From :** Kelly House <kellyannhouse@gmail.com> Wed, Jul 03, 2019 07:09 PM**Subject :** Special meeting by law- Greene farms**To :** klovejoyroe@ytown.org

Hello Karen,

I'm writing on behalf of many in our subdivision; we are extremely alarmed at the disregard of the board regarding a special meeting to address concerns (after receiving more than the necessary votes for a special meeting- this is illegal). I hope that this was just an oversight and a meeting will be scheduled without any further issue but if it was not an oversight and the board continues to be negligent in it's legal obligation and responsibility to the neighborhood (to hold a special meeting to address concerns, specifically around transparency and additional assessments) we will proceed with legal representation. I truly believe this isn't necessary or warranted and keep the hope that there was some misunderstanding regarding the calling of a special meeting to discuss concerns. I hope that a special meeting will be called immediately so that we can discuss and move past the current issues. I appreciate your leadership, support, and collaboration as we navigate these concerns. Thank you Karen, hope to hear from you soon!

Kelly House

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**Zimbra****klovejoyroe@ytown.org**

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**Amberly Grove**

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**From :** Punkin T <rtroon72@gmail.com>

Thu, Jul 04, 2019 08:14 AM

**Subject :** Amberly Grove**To :** klovejoyroe@ytown.org

Hello I am reaching out to you regarding the lights proposed to be placed in Ambeely Grove.I know of the meeting coming however because of my health I am not able to get out all the time. But I can say I am against this proposal.The current association appears to have problems of some corruption with mis management of funds and have been coming up with a number of projects that require the residents to pay an excess of funds beyond the dues that have been set.So in case I can't come. I letting you know my vote.

LaJoyce Turner  
7138 Royal Troon  
Ypsilanti Michigan. 48197

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**Zimbra****klovejoyroe@ytown.org**

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**Amberly Grove Special Assessment**

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**From :** Susan Mullen <susanmullen21@gmail.com> Mon, Jul 01, 2019 06:32 PM  
**Subject :** Amberly Grove Special Assessment  
**To :** klovejoyroe@ytown.org  
**Cc :** Istanfield@ytown.org

Good Afternoon.

We are vehemently opposed to a special assessment for street lights in Amberly Grove.

We are not opposed to safety or unwilling to hear safety concerns: however, we are opposed to a special assessment for which no community input or discussion has been solicited or allowed. The first Amberly Grove neighbors heard of this was through the mailing we received from the township today.

This is the second special assessment spearheaded by the two member, non-elected Board of Directors in a month. All done secretly without community information or approval. Had the township not sent notification, the first we would have heard of it would have been when we received our tax bill.

Certainly that cannot be an appropriate way for the Board to garner funds for non-urgent expenditures. We have lived in Amberly Grove for 19 years. Our only issue when someone ran over our garbage can and drug it down the street, and we have a street light in front of our house. Let the residents decide if they want to add street lights, not a secretive BOD.

Thank you,  
Russell and Susan Mullen  
7127 Homestead Rd  
Ypsilanti MI 48197  
313-550-4371  
[susanmullen21@gmail.com](mailto:susanmullen21@gmail.com)

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**Zimbra****klovejoyroe@ytown.org**

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**Dist 217 Streetlight Assessment**

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**From :** Tamara Jex-Mayrend  
<tmayrend@gmail.com>

Tue, Jul 02, 2019 08:19 PM

**Subject :** Dist 217 Streetlight Assessment

**To :** klovejoyroe@ytown.org,  
lstanfield@ytown.org

To Whom It May Concern;

As the homeowner at 7454 Spy Glass Lane (K-11-33-290-063) I do not support the HIA asking for new streetlights from DTE. These are pathways that don't need lighting. As it is, I have lights coming into two sides of my home and shining brightly in my kitchen, bedroom and master bath. Even my daughters room gets some of this light pollution. I do not support it.

I would attend the meeting if I were in town. My husband may attend though.

Thank you for listening.  
Tamara Mayrend

Sent from my iPhone

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**Zimbra****klovejoyroe@ytown.org**

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**Amberly Grove**

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**From :** Tim - Katie B <buckfamily88@gmail.com> Sat, Jul 06, 2019 01:09 PM  
**Subject :** Amberly Grove  
**To :** klovejoyroe@ytown.org

Dear Karen

My family has lived at 7202 Spy Glass Lane, Ypsilanti. in the Amberly Grove subdivision since 2000. We have been very happy with our home and neighbors and enjoy living here very much. We are quite concerned about our Board of Directors however. For quite some time, they have been ignoring the bylaws. We went through several years hearing nothing from them, despite our attempts to reach them. Just recently the board has asked for special assessments from the residents, without even attempting to consult us. Our first assessment involved one of the neighborhood ponds, which is not under the jurisdiction of the township. The second assessment, is however. The board is requesting that three street lights be installed, one of which is directly across the street from our house. Not only does this place an undue financial burden on us, but this particular location is quite unnecessary. The map has it placed less than 15 yards from an functioning streetlight in the easement. Not only that, but that area has a picnic table surrounded by recently planted trees. It makes no sense to destroy an area intentionally designed and functional.

While we plan to attend the township meeting on July 16, we also wanted to submit a formal complaint in writing. We are asking that you disapprove the board's request.

Sincerely,  
Tim and Katie Buck  
734-646-2777  
734-678-1133

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**Zimbra****klovejoyroe@ytown.org**

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**Streetlight Assessment - Amberly Grove**

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**From :** Roberta Niedson <r\_niedson@yahoo.com> Wed, Jul 10, 2019 08:00 AM  
**Subject :** Streetlight Assessment - Amberly Grove  
**To :** klovejoyroe@ytown.org

Good morning Ms. Lovejoy-Roe,

While I will be attending the meeting next Tuesday (7.16.19) to address the above mentioned subject I also want to send a message informing you of the lack of information regarding this situation that has been shared with the Amberly Grove homeowners. I happen to live directly adjacent to one of the proposed lights and I am NOT in favor of having it installed. This will shine directly into my home and while there are many people who walk the path by my home ( I live on the large retention pond) there is absolutely no need for a light. This isn't an area of congregation - it is a path to be walked/biked/run along.

I am truly dismayed over the lack of transparency with the HOA of Amberly Grove. This is the second assessment we have received in the past 6 weeks that only 2 of our residents have had the opportunity to discuss. The lack of transparency and audacity to try and make these major changes without community input is truly outrageous.

I am writing to let you know this is a request by 2 people out of 183 homes, that doesn't make a majority by any means and while the cost is minimal, it is the fact the majority of homeowners have not had input into the decision.

I appreciate your time and will see you next Tuesday.

Best,

Roberta Niedson  
7430 Spy Glass lane  
Amberly Grove Sub-division

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**Zimbra****klovejoyroe@ytown.org**

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**Streetlight assessment within Amberly Grove Sub**

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**From :** Libby Woods <e.woods01@comcast.net> Wed, Jul 10, 2019 09:19 AM  
**Subject :** Streetlight assessment within Amberly Grove Sub  
**To :** klovejoyroe@ytown.org

Hello Ms. Lovejoy-Roe-

My name is Elizabeth Woods and I am a preschool teacher at Lincoln Schools. We have met throughout the years, it's been awhile but my husband's (Jim Woods) grandparents were Charles and Sylvia Hogston and they always spoke so highly of you. The reason for this email today is the streetlight assessment. I have lived in this sub since it was built. My children grew up here and we have always appreciated our HOA Boards for keeping it a nice place for them to play and grow up. More recently however, Jim and I aren't sure monies collected are going towards things that are needed in our neighborhood. We just don't understand what good the lights will do when the pathways are a hazard. I use the pathways daily to walk my dog and they are in need of repair. We also have beautiful new signs while the grass in our common areas is rarely mowed before it gets very high. We have received two assessments recently having had no warning of this. Shouldn't we get a vote to say where our collective money goes? We were always made aware of changes with past boards. We are planning on attending this meeting and hope that most neighbors will too.

Thank you for your consideration in this matter,  
Elizabeth Woods  
7361 Royal Troon Drive  
(734) 576-3914

Sent from my iPhone

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**Zimbra****klovejoyroe@ytown.org**

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**Amberly Grove Lighting**

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**From :** Donella Grissom <donellag@icloud.com>      Wed, Jul 10, 2019 09:39 AM  
**Subject :** Amberly Grove Lighting  
**To :** klovejoyroe@ytown.org

Good morning,

I am emailing you with concern about a letter I received in the mail indicating a increase I taxes because if lighting. For one there has never been any communication about this. The light we have are not maintained in the last year so adding more does not seem wise or necessary and I am not willing to pay extra for something that is not being up kept as it is.

Sincerely,

Donella Grissom

Sent from my iPhone

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**Zimbra****klovejoyroe@ytown.org**

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**Amberly Grove Assessment**

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**From :** Jeffrey Schulz <jschulz@emich.edu>

Wed, Jul 10, 2019 09:11 AM

**Subject :** Amberly Grove Assessment**To :** klovejoyroe@ytown.org

Good morning. Although I plan to attend the meeting on the 16th, I wanted to send you my thoughts, should something prevent me from making it.

I am opposed to the assessment. The primary reason for this is that our board made no attempt to reach out to the community prior to seeking this assessment. This is a pattern that cannot continue.

In addition, I live across the street from the playground where one of the lights will be placed. I am afraid that the addition of lighting will increase activity, and noise levels into the night. Currently, once it becomes dark, the playground becomes quiet. I would like to keep it that way.

Thank you for the opportunity to provide feedback.

Sent from my iPhone

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**Zimbra****klovejoyroe@ytown.org**

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**Streetlight Assessment**

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**From :** gregorybatten@aol.com

Tue, Jul 16, 2019 04:47 PM

**Subject :** Streetlight Assessment**To :** klovejoyroe@ytown.org

My name is Gregory L. Batten and I live @ 7325 Royal Troon Dr. I'm unable to attend the meeting but my concern is for the safety of our neighborhood without the large assessment.

Best,  
Gregory L. Batten

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**Zimbra****klovejoyroe@ytown.org**

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**Amberly Grove Streetlight Assessment Meeting**

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**From :** Alexandria Reed  
<alexandrialynnereed@gmail.com>

Tue, Jul 16, 2019 02:35 PM

**Subject :** Amberly Grove Streetlight Assessment Meeting

**To :** klovejoyroe@ytown.org

Good afternoon,

I am a member of the Amberly Grove subdivision in Ypsilanti Township (7318 Royal Troon). This evening, a special assessment meeting will be held with respect to the placement of 3 streetlights.

I am currently opposed to assessment at this time. As you're likely aware, this decision has been made without proper notice and input to the community by our neighborhood's BOD. While I will not be able to attend this meeting in person, this is my current input on the scenario.

Please feel free to reach me at this email address or the phone number listed below.

Thank you for your time and consideration,

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Alexandria Reed, Esq.

P | (317)518-9267

E | [alexandrialynnereed@gmail.com](mailto:alexandrialynnereed@gmail.com)



**CHARTER TOWNSHIP OF YPSILANTI**

**RESOLUTION 2019-27  
(In Reference to Ordinance 2019-488)**

**Adoption of the 2018 Edition of the  
International Fire Prevention Code**

**Whereas**, the Charter Township of Ypsilanti Board of Trustees recognizes the need for a modern, up-to-date fire code addressing conditions hazardous to life and property from fire and explosion hazards; the storage, handling and use of hazardous substances and materials; and the use and occupancy of buildings and premises; and

**Whereas**, the International Fire Code, 2018 Edition, is designed to meet these needs through model code regulations that safeguard public health and safety; and

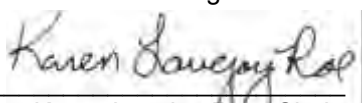
**Whereas**, the International Fire Code, 2018 Edition, is fully compatible with the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code and the International Property Maintenance Code.

**Whereas**, the Township Fire Department recommends adoption of Ordinance 2019- 488.

**Now Therefore,**

**Be it resolved**, that the Charter Township of Ypsilanti Board of Trustees hereby adopts by reference attached Ordinance No. 2019-488 amending the Code of Ordinances of the Charter Township of Ypsilanti, Article II, Fire Prevention Code.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-27 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 16, 2019.

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

# CHARTER TOWNSHIP OF YPSILANTI

## ORDINANCE NO. 2019-488

*An Ordinance Amending the Code of Ordinances,  
Charter Township of Ypsilanti, Chapter 30, Article II  
Entitled Fire Prevention Code by Adoption of the  
2018 Edition of the International Fire Prevention Code*

The Charter Township of Ypsilanti hereby **Ordains** that Chapter 30 of the Code of Ordinances for Ypsilanti Township, Article II entitled Fire Prevention Code is hereby amended as follows:

**DELETE** in its entirety the current Article II entitled Fire Prevention Code (Sections 30-26 through 30-31, inclusive).

**ADD** the following new provision:

**A. Adoption by Reference.**

A certain document, copies of which are on file with the office of the Township Clerk and the Bureau of Fire Prevention, being marked and designated as the "**International Fire Code, 2018 Edition, International Code Council,**" is adopted by reference, including Appendix Chapters A through N, and all references therein printed – except those section and appendices herein amended, deleted or added. This document shall be known and may be cited as the "**Fire Prevention Code of the Charter Township of Ypsilanti,**" regulating and governing conditions hazardous to life and property from the standpoint of fire and explosion and for defining the scope of authority of the chief of the fire department and the bureau of fire prevention.

**B. Purpose of Article.**

The purpose of this article is to provide for the prevention of fires and the protection of persons and property from exposure to the dangers of fire and explosion; to authorize the investigation of fires and the discovery of crime or other offenses in relation thereto; to require the razing, repair and alterations of building, and the clearing and improvement of premises which constitute a fire hazard or a menace to the peace, security or safety of persons or property; to control the use and occupancies of such premises; to provide for the transportation, use and storage of inflammable liquids, compressed gases, and corrosive liquids; to prohibit the use of certain fire extinguishers and fire extinguishing agents; to provide for the administration of this article; and to fix penalties for violation of the provisions of this article.

**C. Code Available for Public Use and Inspection.**

Complete printed copies of the **Fire Prevention Code** of the Charter Township of Ypsilanti and supplements, therein adopted, are available for public use and inspection at the office of the Township Clerk and at the office of the Bureau of Fire Prevention.

**D. References in Code.**

References in the **Fire Prevention Code** of the Charter Township of Ypsilanti and supplements to the word “state” shall mean the State of Michigan; reference to the word “municipality” shall mean the Township of Ypsilanti; references to the term “corporation counsel” shall be held to mean the attorney for the township; reference to the term “bureau of fire prevention” shall mean the township fire department; and reference to the term “fire official” shall be held to mean the chief of the fire department or his authorized designee.

**E. Code Revisions.**

The following sections of the International Fire Code, 2018 Edition, International Code Council, are hereby revised.

**Section 101.1** - insert Charter Township of Ypsilanti

**Section 110.4** – delete in its entirety and replace with the following provision:

Section 110.4 Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under the infraction, and shall be subject to a fine as follows:

- a. The fine for any first violation of Article II shall be \$100.00.
- b. The fine for any violation which the violator has, within the past two years, been found in violation of once before, shall be \$250.00.
- c. The fine for any violation which the violator has, within the past two years, been found in violation of twice before, shall be \$500.00.

The imposition of one penalty for any violation shall not excuse the violations or permit it to continue. All such persons shall be required to correct or remedy such situation or defects within a reasonable time, and, when not otherwise specified, each act or violation and every day upon which such violation shall occur shall constitute a separate offense.

The application of the penalties of this section shall not be held to prevent the enforced removal of prohibited conditions by injunctive or other relief.

Each day that a violation continues after due notice has been served shall be deemed a separate violation.

**Section 112.4** – insert \$100 or more than \$500

**Section 901.2 – Fire Sprinkler Plan Submittal** (Added to read)

All fire sprinkler plans shall be submitted to the *fire official* for review. The *fire official* may request review of the sprinkler plans by a third party. The third party shall be included on a list of companies approved by the Charter Township of Ypsilanti Fire Prevention Bureau. The Charter Township of Ypsilanti Fire Prevention Bureau shall witness

all required tests and field inspections of all fire sprinkler systems.

- a. A list of approved companies will be available in the Fire Prevention Bureau and the Office of Community Standards.
- b. No company will be allowed to review its own plans.

**Section 906.1 - Residential Fire Extinguisher Requirements Rental Units**. \*2015 Property Maintenance Code language (Added to read)

- a. It shall be the responsibility of the owner(s) of single family and multiple family rental units to provide each living unit with a portable fire extinguisher.
- b. The fire extinguisher shall have a minimum 1A-10BC rating or higher, and shall be mounted in a readily accessible location within each dwelling unit. Each extinguisher shall be tagged to include a maintenance and inspection record and must be operable at all times.
- c. It shall be the owner's responsibility to maintain the extinguisher in accordance with NFPA 10, and such maintenance shall include, but is not limited to, recharging the extinguisher of the unit which was discharged when attempting to extinguish a documented fire. For the purpose of this section, a documented fire shall mean any fire that the Ypsilanti Township Fire Department has responded to and/or has a record of. In all other cases it shall be the responsibility of the resident to recharge the extinguisher.
- d. The resident of a single family or multiple family rental unit shall be responsible to advise the building owner, or his designated agent, whenever a required fire extinguisher is missing, damaged, discharged or in need of service.
- e. Anyone tampering with, damaging or interfering with the effectiveness of a fire extinguisher shall be in violation of this code.

**Section 907.2 - Minimum Smoke Detection Requirements Rental Units**. \*2015 Property Maintenance Code language (Added to read)

- a. Each apartment, suite, or sleeping area of every single or multiple dwelling units shall be provided with a minimum of one smoke detector capable of sensing visible or invisible products of combustion.
- b. The smoke detector shall be approved or listed by recognized or independent testing laboratories and, when actuated, shall provide an alarm suitable to warn the occupants within the individual dwelling unit.
- c. A minimum of one smoke detector shall be located in the immediate area of all sleeping quarters.
- d. All single family and multiple dwelling units, including duplexes, shall comply with this section.

e. It shall be the responsibility of the owner(s) of each rental unit to install and maintain in operating condition smoke detectors in each dwelling unit as herein provided.

f. All devices, combination of devices and equipment required herein are to be installed in conformance with the Michigan Building and Residential Codes and this section.

g. At least one smoke detector shall be installed to protect each sleeping area. A sleeping area is defined as the area or areas of the family living unit in which the bedrooms or sleeping rooms are located. When bedrooms ordinarily used for sleeping are separated by other used areas, such as kitchens or living rooms, but not bathrooms or closets, they shall be considered as separate sleeping areas for the purpose of this section.

#### **F. Geographic Limits Referred to in Certain Sections of the Code.**

The geographic limits referred to in certain sections of the 2018 International Fire Code are hereby established as follows:

Section 5704.2.9.6.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground storage tanks outside of buildings is prohibited): *Storage of greater than 50 gallons is prohibited within 50 feet of a structure.*

Section 5706.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground ground storage tanks is prohibited): *Amend to add the following language:*

- a. *An above ground storage tank shall not be erected less than 300 feet (92 meters) from any of the following:*
  - i. *a mineshaft.*
  - ii. *an air escape shaft for a mine.*
  - iii. *a school*
  - iv. *a church*
  - v. *a hospital*
  - vi. *a theater*
  - vii. *assembly occupancies for 50 or more persons.*
- b. *The above ground storage tank, loading operation, or unloading operation shall not be installed closer than 25 feet (7.6 meters) plus 1 inch (25 millimeters) per 1,000 volts, measured horizontally from the nearest conductor or power lines, except that a service entrance and service line may be closer than 25 feet (7.6 meters), but shall not be over a tank loading or unloading area.*

Section 5806.2 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited): *Amend to add the following language:*

- a. *Stationary containers with storage greater than 45 gallons is prohibited within 50 feet of the following:*
  - i. *Places of public assembly*
  - ii. *Non-ambulatory patient areas*
- b. *Stationary containers with storage greater than 45 gallons is prohibited within 15 feet of the following:*

- i. *Combustible materials such as paper, leaves, weeds, dry grass or debris exposure hazards*
- c. *Stationary containers with storage greater than 45 gallons is prohibited within 10 feet of the following:*
  - ii. *Air intakes*
- c. *Stationary containers with storage greater than 45 gallons is prohibited within 5 feet of the following:*
  - i. *Lot lines*

Section 6104.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): *Amend to add the following language:*

*For the protection of heavily populated and congested areas, the maximum aggregate capacity of any installation of liquefied petroleum gas shall not exceed a water capacity of 2,000 gallons within 50 feet (15.2 meters) of a structure.*

**G. Rights and Remedies are Cumulative.**

The rights and remedies provided herein are cumulative and in addition to any other remedies provided by law.

**H. Severability Clause.**

That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Charter Township of Ypsilanti hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses or phrases by declared unconstitutional.

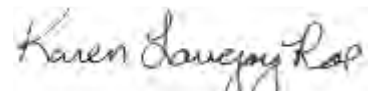
**I. Publication.**

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

**J. Effective Date.**

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2018-488 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on July 16, 2019 after first being introduced at a Regular Meeting held on June 18, 2019. The motion to approve was made by member Roe and seconded by Doe YES: Stumbo, Roe, Doe, Eldridge, Jarrell Roe, Ross Williams ABSENT: Wilson NO: None ABSTAIN: None.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI**

**RESOLUTION 2019-26**

*(In Reference to Ordinance 2019-487)*

***A Resolution Amending the Zoning Ordinance of the Charter Township of Ypsilanti to add Article XI-A – Ecorse Road Form Based District to enact form-based zoning and updated uses and to rezone Ecorse Road to be consistent with the Article XI-A Zoning Ordinance language.***

**Whereas**, the Charter Township of Ypsilanti adopted the Ecorse Road/East Michigan Avenue Placemaking Plan in 2018; and

**Whereas**, changes to the zoning on Ecorse Road are key to the implementation of that plan; and

**Whereas**, the Township Planning Consultants have recommended amendments to the Charter Township of Ypsilanti's (Township) Planning Commission (Commission) to the Township's Zoning Code; and

**Whereas**, at its regularly scheduled meeting held April 23, 2019, the Commission recommended approval to the Ypsilanti Township Board of the Planning Consultant's proposed amendments to the Township's Zoning Code to the Township Board to add Article XI-A – Ecorse Road Form Based District to enact form-based zoning and updated uses; and

**Whereas**, at its regularly scheduled meeting held April 23, 2019, the Commission recommended approval to the Ypsilanti Township Board of the Planning Consultant's proposed amendments to Ypsilanti Township's Zoning Map to be consistent with the recommended addition to the Township's Zoning Code to the Township Board to add Article XI-A – Ecorse Road Form Based District to enact form-based zoning and updated uses; and

**Whereas**, proposed Ordinance No. 2019-487 has revised the current existing Ordinance in such a fashion as to incorporate the above changes recommended; and

**Whereas**, the Charter Township of Ypsilanti Board of Trustees (Board) agrees with the request of the Planning Commission; and

**Whereas**, Ecorse Road has a high concentration of automobile uses including nine (9) automobile repair shops, four (4) gas stations, and one (1) car wash that can meet the needs of the surrounding neighborhoods and more automobile uses will hinder the development of a pedestrian-friendly, walkable neighborhood corridor; and

**Whereas**, at its regularly scheduled meeting held June 18, 2019, the Board amended proposed Ordinance No. 2019-487 to remove Use Group Six (6), Automotive Uses, including automobile, car wash and gasoline service station;

**Now Therefore,**

**Be it resolved**, that the Charter Township of Ypsilanti Board of Trustees does hereby approve Ordinance No. 2019-487 as attached, by amending the Zoning Ordinance to include Article XI-A of the Township's Zoning Code as noted, with proposed Ordinance No. 2019-487, which ordinance reflects the suggestions and input of the Township's Planning Consultant as recommended by the Commission.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-26 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 16, 2019.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI**

**ORDINANCE 2019-487**

***Amending the Zoning Ordinance to Add Article XI-A Ecorse Rd. Form Based Districts to Enact Form Based Zoning and Updated Uses and to Rezone Ecorse Rd. to be Consistent with the Article XI-A Zoning Ordinance Language***

The Charter Township of Ypsilanti hereby ordains that the Ypsilanti Township Zoning Code, adopted May 18, 1994, shall be amended as follows:

**SECTION 1. AMENDMENT TO TOWNSHIP ZONING ORDINANCE TO ADD ARTICLE XI-A:**

**ARTICLE XI – A ECORSE ROAD FORM BASED DISTRICT (ERFB)**

**SECTION 1140 - GENERAL INTENT AND PURPOSE**

- A. Intent.** The **ECORSE ROAD FORM BASED DISTRICT (ERFB)** is intended to implement the vision established by the Township Master Plan and the E. Michigan Avenue and Ecorse Road Placemaking Plan, to transform the Ecorse Road corridor into a vibrant, dynamic area through placemaking and the attraction of new investment. The Ecorse Road Form Based District allows for the consolidation and creative redevelopment of parcels.

Development of buildings and sites, including retrofitting and redevelopment of existing sites and buildings, can include residential, retail, office, and service uses. Uses designed to support the residents and local workers are also encouraged, such as mixed-use developments with small scale retail or restaurant uses incorporated with housing units. The redeveloped corridor will help diversify the Township housing and commercial stock and incorporate architecturally interesting buildings.

Consolidation of parcels in the District is encouraged in order to provide for a quality and consistent development pattern. Incentives include additional building forms and more permitted uses.

- B. Purpose.** The general purpose of these regulations is as follows:
- a. Promote new investment opportunities by allowing a wide range of potential uses and techniques to expand the employment and economic base.
  - b. Ensure that development is of human scale, primarily pedestrian-oriented, and designed to create attractive streetscapes and pedestrian spaces.
  - c. Ensure that development is designed for all modes of transportation.
  - d. Promote mixed-use development.
  - e. Ensure reasonable transition between higher intensity development and adjacent neighborhoods.
  - f. Improve mobility options and reduce the need for on-site parking by encouraging all modes of transportation, through shared parking, and through on-street parking.
  - g. Provide predictable development approval process.
  - h. Encourage lot consolidation to provide for larger consistent developable sites.



C. **Factors for Regulation.** These regulations are based on two (2) significant factors: site context and building features.

1. Site context is derived from existing and desired characteristics of an area and recognizes the inherent conditions of the areas where these regulations are applied. Regulated sites types are organized by shape, size, orientation and location.
2. Building feature addresses the manner in which buildings and structures relate to their lots, surrounding buildings, and street frontage. The shape of the building, the land area to volume ratio, and the orientation of the building has a significant impact upon the character of an area. Building form standards control height, placement, building configuration, parking location, and building transparency applicable to the site context.

## **SECTION 1141 - APPLICABILITY AND ORGANIZATION**

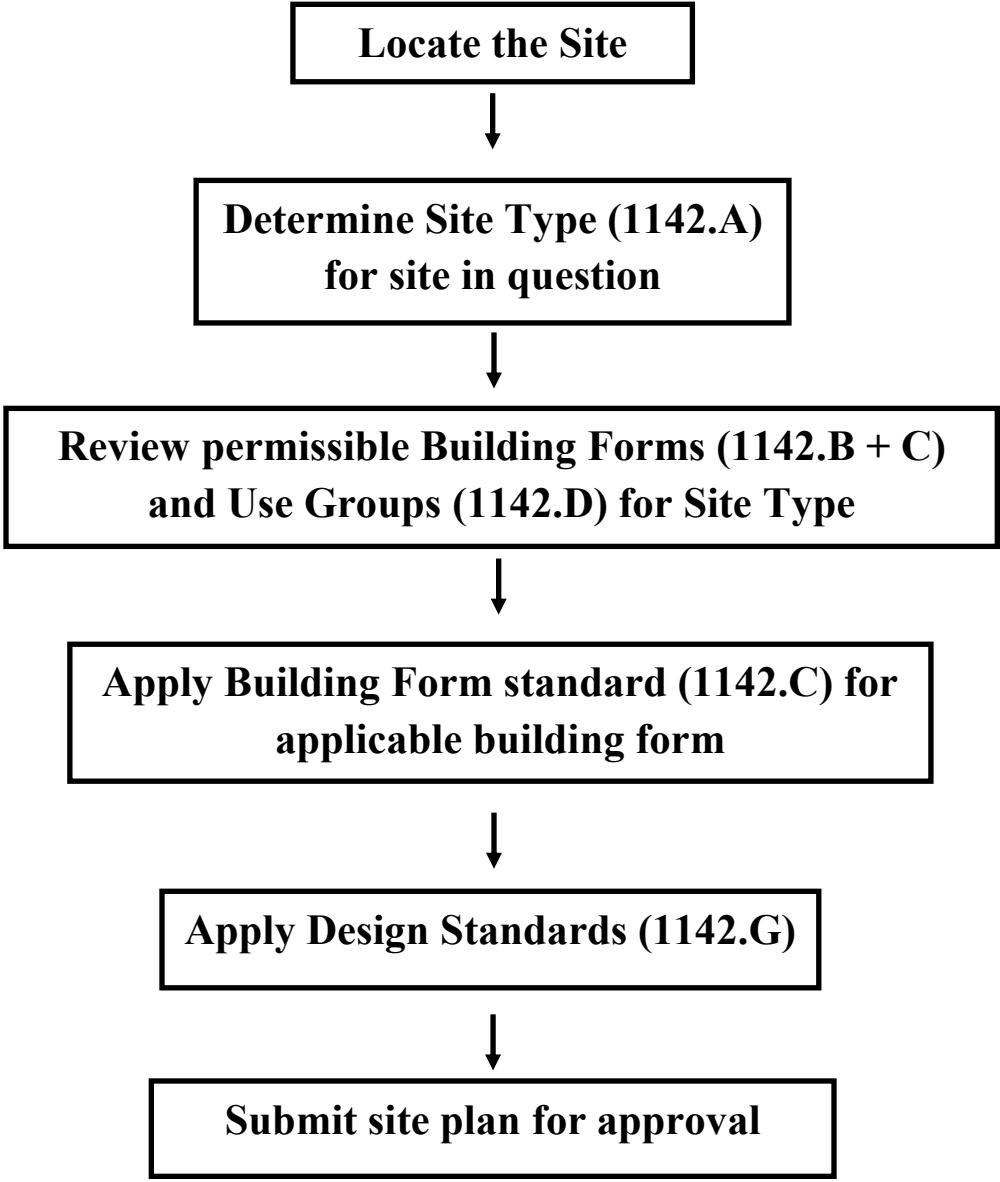
A. **Applicability.**

1. Any new use or expansion of existing use that requires site plan review shall comply with the requirements of this Article and other applicable requirements of this Ordinance.
2. The requirements of this Article shall not apply to:
  - a. Continuation of a permitted use within an existing structure.
  - b. Changes of use within existing structures that do not require increased parking.
  - c. Normal repair and maintenance of existing structures that do not increase its size or parking demand.

B. **Regulating Plan.** The Ecorse Road Form Based District shall be governed by a Regulating Plan that is specific to the area.

1. The Regulating Plan based on the site type determines building form and allowable use for each property within a form-based district
2. The Regulating Plan is based on three (3) factors: Site Type; Building Form; and Use Group.
  - a. **Site Types.** Site Types, as set forth in Section 1142.A, are determined by street orientation, lot size, lot configuration, location, and relationship to neighboring sites. Site type provides the basis for building forms and authorized use groups.
  - b. **Building Form Standards and Types.** Building form standards and types, set forth in Section 1142.B + C, establish the parameters for building form, height, and placement, and are specifically applied to each district based upon the regulating plan.
  - c. **Authorized Use Groups.** Authorized land uses are organized by use groups. Authorized use groups, as set forth in Section 1142.D, are specifically applied to each District based upon the regulating plan.
3. The steps to determine the regulations that apply to a specific property within a form-based district are as follows:
  - a. Find the site in question on the regulating plan map

- b. Identify the site type for the site in question. Sites will be classified Site Type A, B, or C.
- c. Consult the Use Groups and Building Forms Permitted table in which the site is located. The table will identify if a use group or building form is permitted, permitted with conditions, or not permitted for the site type and street type combination of the site in question.
- d. Follow the regulations for the chosen building form when designing the development application. Building form regulations are established in Section 1142.B and 1142.C.
- e. Follow the design standards as listed in Section 1142.G.
- f. Obtain site plan approval or special use approval for the chosen building form and use, as appropriate.



C. **Design Standards.** General design standards, set forth in Section 11.42.G, are supplementary to other requirements of the Ordinance. Generally, the design standards regulate building placement, parking orientation, landscaping, and other site design requirements.

**D. Modification of District Boundaries.** Any modification to the boundaries of any form-based district shall require rezoning, in accordance with the provisions of Article XXVII, Changes and Amendments.

**E. Modification of Regulating Plan.** Specific building form, use group, and design standards applied within each Regulating Plan are based upon the designation of site type. Any modification of site type may be determined by the Planning Commission, notice and after conducting a public hearing in accordance with Sec. 2703.

The Planning Commission shall consider the following in making a determination to modify a site type or street type designation:

1. The applicant's property cannot be used for the purpose permitted in the form-based district.
2. Area has been added to or deleted from the subject property in question, requiring the modification.
3. The proposed modification and resulting development will not alter the essential character of the area.
4. The proposed modification meets the intent of the district.
5. Existing streets have been improved and/or new streets constructed that may result in the modification of a specific site type.
6. Modification to the Regulating Plan is in conformance to the Master Plan and Placemaking Plan.

**F. Nonconformities.** Nonconformities shall be regulated in accordance with Article XXII of the Zoning Ordinance.

## **SECTION 1142 - STANDARDS**

### **A. Site Types**

#### **1. Site Type A (neighborhood residential or mixed-use sites)**

Site Type A is composed of lots one-half (0.5) acre or smaller and is reserved primarily for residential use and for smaller non-residential use which is compatible with a residential setting. Site Type A is generally located in areas which serve as a transition between the Ecorse Road and neighboring residential areas. The building form selected for these sites must consider both the front elevation that fronts on the street but also the rear/side elevation that is adjacent to residential in order to maintain compatibility with adjacent uses.

#### **2. Site Type B (neighborhood commercial/office or mixed-use sites)**

Made up mostly of lots between one-half (0.5) and one (1) acre in area, the Site Type B category may include free standing single-use sites developed for commercial and office uses serving the surrounding neighborhood or mixed-use developments. Size and character may vary based on the

unique characteristic of each parcel. Small retail and food-service uses would often be found in this category, as well as small single or multi-tenant commercial or office buildings.

3. **Site Type C** (Community commercial/office and mixed-use sites)

The sites in Site Type C are mostly larger than one (1) acres in area. Site Type C size and character may vary based on the unique characteristic of each parcel. This category can include free standing single-use or mixed-use developments that are designed to serve a broader community-wide market.

**B. Building Form Standards.**

1. The ERFC district permit a series of building forms, dependent on the site context. The building forms, set forth in 1142.C, are designated within the district location based on the regulating plan. Building forms are classified in the following manner:
  - a. Permitted Building Forms. These building forms are permitted as of right in the locations specified.
  - b. Prohibited Building Forms. Building forms that are not identified as permitted in the locations specified are prohibited.
  - c. Exceptions: For all building forms in all locations, awnings, signs, other projections (architectural projections, bay windows, etc.) may project beyond the required building line by up to 5 feet. Projections will be reviewed by the Township to ensure public safety.
2. The regulating plan dictates the site type for each individual property in the district. Building forms are identified within each district as permitted or not permitted based upon the site type.
3. Non-Residential Development Height, Setback, and Greenbelt Provisions when adjacent to any Residentially Zoned or Used Property.
  - a. Setback and Greenbelt:
    - i. Site Type A and B. The following setback and greenbelt shall be provided for any parcel zoned Site Type A or B that is adjacent to a residentially zoned or used parcel.
      - a. When a parcel is abutting or adjacent to a residentially zoned or used parcel without an intervening constructed alley or street, the building setback from the property line of the residentially zoned or used parcel shall be no less than the height of the building on the parcel zoned ERFB.
      - b. When a parcel is abutting or adjacent to a residentially zoned or used parcel without an intervening alley or street, a minimum 10-foot landscaped greenbelt shall be maintained from the property line of the residentially zoned or used parcel. The greenbelt shall be landscaped and screened with a solid fence or decorative wall up to six feet in height erected parallel to any common lot line, with a ten-

foot wide planting strip along the base of the wall or fence that consists of one evergreen tree and one canopy tree per 30 lineal feet along the property line.

- c. The Planning Commission may deviate from these setback and greenbelt provisions in the course of its site plan review process; however, the Planning Commission shall not permit a setback or greenbelt that is less than required in the building form. In the review of the deviation, the Planning Commission shall consider the standards as set forth in Section 1142.B..3.b.
- ii. Site Type C. The following setback and greenbelt shall be provided for any parcel zoned Site Type C that is adjacent to a residentially zoned or used parcel.
    - a. When a property is abutting or adjacent to a residentially zoned or used parcel without an intervening alley or street, the setback from the property line of the residentially zoned or used parcel shall be no less than 1.5 times the height of the building on the non-residential parcel.
    - b. When a property is abutting or adjacent to a residentially zoned or used parcel without an intervening alley or street, a minimum 20-foot landscaped greenbelt shall be maintained from the property line of the residentially zoned or used parcel. The greenbelt shall be landscaped in accordance with Section 2108.C.
    - c. The Planning Commission may deviate from these setbacks and greenbelt provisions in the course of its site plan review process; however, the Planning Commission shall not permit a setback or greenbelt that is less than required in the building form. In the review of the deviation, the Planning Commission shall consider the standards set forth in Section 1142.B.3.b.
- b. Deviation Standards:
    - i. Height, setback, and greenbelt deviations may be granted by the Planning Commission if the following is found:
      - a. The deviation shall not adversely impact public health, safety, and welfare.
      - b. The deviation shall maintain compatibility with adjacent uses.
      - c. The deviation shall be compatible with the Master Plan and in accordance with the goals and objectives of the Master Plan and any associated subarea and corridor plans.
      - d. The deviation shall not adversely impact essential public facilities and services, such as: streets, pedestrian or bicycle facilities, police and fire protection, drainage systems, refuse disposal, water and sewage facilities, and schools.
      - e. The deviation shall be in compliance with all other zoning ordinance standards.

- f. The deviation shall not adversely impact any on-site or off-site natural features.

**C. Building**

**Form**

**Types**

Table 1142a-1 Building Form A.1		
Building Form A.1: Small, generally single-purpose buildings for residential. Typically situated on a smaller lot, adjacent to single family residential.		
<b>Building Height</b>		
Minimum 1 story, 14-foot height, Maximum 2 stories, 28-foot height (Site type A & B), Max: 2 stories, 38-foot height (Site type C)		
<b>Building Placement</b>		
Front Yard: 10-foot required build-to line <sup>1</sup> 75% of the building façade must meet the required build-to line, while up to 25% of the façade can be setback to allow for architectural consideration.	Side Yard: No minimum side setback If provided, minimum 5 feet. For corner lots, side street yard, minimum 5 feet.	Rear Yard: Minimum 10-foot rear setback
<b>Lot</b>		
Impervious Surface: Maximum 80% Access and circulation: Driveways may access the site from any side, pedestrian pathways must be provided from the right-of-way.	Parking location: Parking shall be located in a side or rear yard; when located in a side yard and abutting the required build-to line adjacent to the right-of-way, parking shall be screened with a minimum 30-inch masonry wall on the required build-to line, or within 5 feet of the required build-to line, provided that a landscape treatment is added between the wall and the required build-to line.	
<sup>1</sup> The Planning Commission may adjust the required build-to line to a maximum of 30 feet beyond the property line for projects incorporating a permanent space for an outdoor café, public space, or a cross access drive with an adjacent parcel. Outdoor cafés or public spaces must be developed as part of the primary building and must incorporate a permanent wall or landscaping area along the required build-to line.		

**Table 1142a-2  
Building Form A.2**

Building Form A.2: Small, generally single-purpose buildings for retail, office, restaurant, or service uses. Typically situated on a smaller lot within the district. Adjacent to single-family residential.

**Building Height**

Minimum 1 story, 14-foot height, Maximum 2 stories, 30-foot height

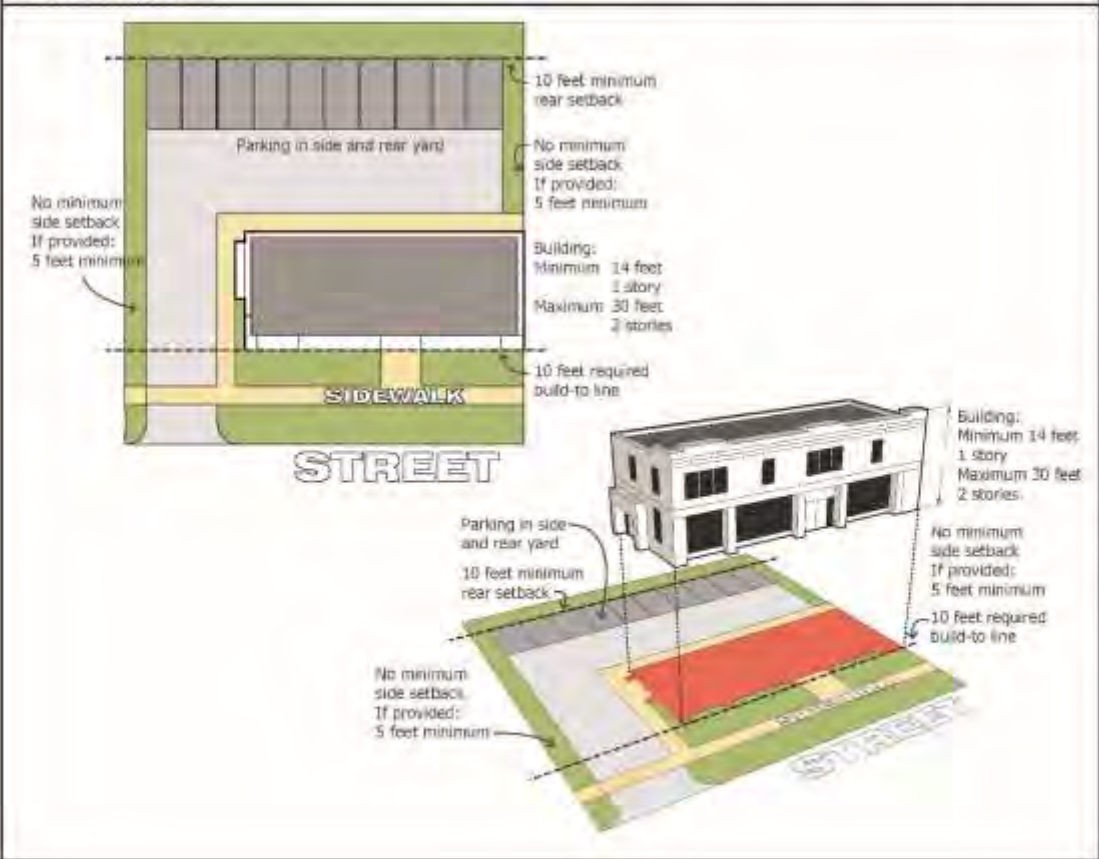
**Building Placement**

<p><b>Front Yard:</b> 10-foot required build-to line<sup>1</sup> 75% of the building façade must meet the required build-to line, while up to 25% of the façade can be setback to allow for architectural consideration</p>	<p><b>Side Yard:</b> No minimum side setback If provided, minimum 5 feet For corner lots, side street yard, minimum 5 feet.</p>	<p><b>Rear Yard:</b> Minimum 10-foot rear setback</p>
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**Lot**

<p><b>Impervious Surface:</b> Maximum 80% <b>Access and circulation:</b> Driveways may access the site from any side, pedestrian pathways must be provided from the right-of-way.</p>	<p><b>Parking location:</b> Parking shall be located in a side or rear yard; when located in a side yard and abutting the required build-to line adjacent to the right-of-way, parking shall be screened with a minimum 30-inch masonry wall on the required build-to line, or within 5 feet of the required build-to line, provided that a landscape treatment is added between the wall and the required build-to line.</p>
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<sup>1</sup> The Planning Commission may adjust the required build-to line to a maximum of 30 feet beyond the property line for projects incorporating a permanent space for an outdoor café, public space, or a cross access drive with an adjacent parcel. Outdoor cafes or public spaces must be developed as part of the primary building and must incorporate a permanent wall or landscaping area along the required build-to line.



**Table 1142a-3  
Building Form B**

Building Form B: Small, generally single-purpose buildings for retail, office, restaurant, or service uses. Typically situated in an out lot of a larger classification building form, or on a smaller, more remote site location within the district.

**Building Height**

Minimum 1 story, 14-foot height, Maximum 2 stories, 28-foot height (Site type B), Max: 3 stories, 38 foot height (Site type C)

**Building Placement**

Front Yard: 10-foot required build-to line<sup>1</sup>  
75% of the building façade must meet the required build-to line, while up to 25% of the façade can be setback to allow for architectural consideration

Side Yard: No minimum side setback  
If provided, minimum 5 feet

Rear Yard: Minimum 10-foot rear setback

**Lot**

Impervious Surface: Maximum 80%  
Access and circulation: Driveways may access the site from any side, pedestrian pathways must be provided from the right-of-way.

Parking location: Parking shall be located in a side or rear yard; when located in a side yard and abutting the required build-to line adjacent to the right-of-way, parking shall be screened with a minimum 30-inch masonry wall on the required build-to line, or within 5 feet of the required build-to line, provided that a landscape treatment is added between the wall and the required build-to line.

<sup>1</sup> The Planning Commission may adjust the required build-to line to a maximum of 30 feet beyond the property line for projects incorporating a permanent space for an outdoor café, public space, or a cross access drive with an adjacent parcel. Outdoor cafés or public spaces must be developed as part of the primary building and must incorporate a permanent wall or landscaping area along the required build-to line.

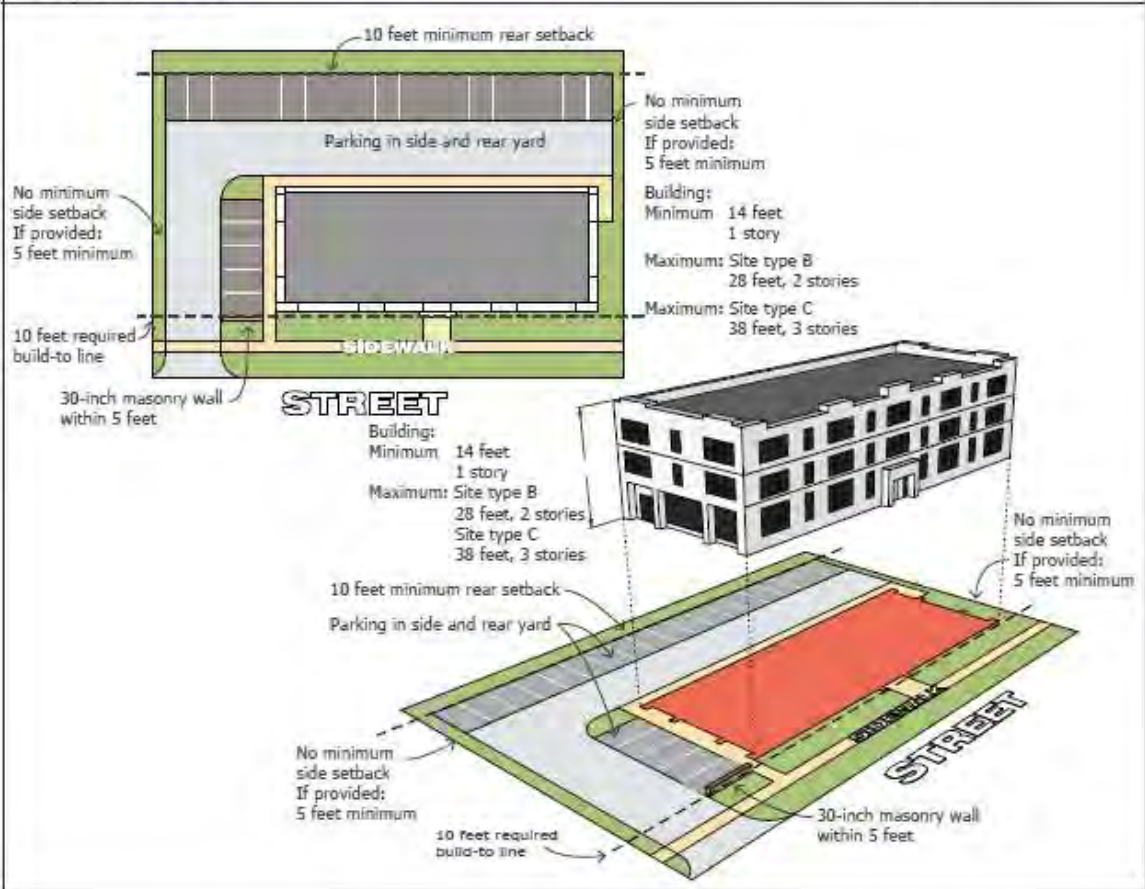




Table 1142a-4 Building Form C		
Building Form C: Single or multiple-tenant buildings for retail, restaurant, office, service, or residential uses. This category also includes multiple-tenant development, although it requires a second story to encourage a mix of use.		
Building Height		
Minimum 1 story, 14-foot height, Maximum 3 stories, 38-foot height, Ground floor 14-foot minimum height		
Building Placement		
Front Yard: Maximum 60-foot required build-to line.	Side Yard: No minimum side setback If provided, minimum 5 feet	Rear Yard: Minimum 30-foot rear setback
Lot		
Impervious Surface: Maximum 80%	Parking location: Parking may be located in any yard; when located in a front or side yard adjacent to the primary building and abutting the right-of-way, parking shall be screened with a minimum 30-inch masonry wall on the required build-to line, or within 5 feet of the required build-to line, provided that a landscape treatment is added between the wall and the required build-to line; if parking is provided in the front yard only 1 row is permitted	

**D. Authorized Use Groups.**

1. Authorized uses are categorized by use groups as set forth in Table 1142.D. Use groups generally contain similar types of uses in terms of function, character, and intensity.
2. Use groups are designated in locations within each district based on the regulating plan. Use groups are classified in the following manner:
  - a. Permitted Use Groups. These use groups are permitted as of right in the locations specified.
  - b. Special Use Groups. These use groups are permitted after review and approval by the Planning Commission, in accordance with the procedures set forth in Section 2119 and the standards in this Ordinance.
  - c. Prohibited Use Groups. These use groups not indicated as permitted are prohibited in the locations specified.
  - d. Uses permitted in all locations within the District. Public parks and essential public services are permitted by right in all locations.
  - e. Similar Uses. If a use is not listed but is similar to other uses within a use group, the Zoning Administrator may make the interpretation that the use is similar to other uses within a use group.

The Zoning Administrator may also make the determination whether the use is permitted as of right, permitted in upper stories only, or permitted as a special use. The Zoning Administrator may obtain a recommendation from the Planning Commission as to whether or not the proposed use is similar to a use permitted as of right, permitted in upper stories only, or permitted as a special use.

**Table 1142.D  
Use Groups by Category**

<b>Use Group 1 Residential Uses:</b>
One-Family detached and attached dwellings, subject to regulations in Section 1801
Two-Family dwellings
<b>Use Group 2 Misc. Residential / Related Uses:</b>
Multiple-Family dwellings
Live/Work units
Child care centers, subject to regulations in Section 1861
Bed and Breakfast, subject to regulations in Section 1808

<b>Use Group 3</b>
<b>Office / Institutional:</b>
Civic Buildings
General office
Professional and medical office
Primary/secondary schools (private)
Publicly owned/operated office and service facilities
Veterinary clinics or veterinary hospitals, subject to regulations in Section 1820 and Section 1821, respectively
<b>Use Group 4</b>
<b>Retail, Entertainment, and Service Uses:</b>
Financial institutions
General retail
Food use without a drive-through
Personal services
Business services
<b>Use Group 5</b>
<b>Misc. Uses:</b>
Commercial kennels / pet day care
Medical Clinics and Hospitals
Technology centers / office research / data center
Funeral homes
Senior assisted/independent living
Group day care homes, subject to regulations in Section 1861
Lodging
Places of Worship
Fitness, gymnastics, and exercise centers
Theatres and places of assembly
Indoor commercial recreation establishments

**E. Ecorse Road Form Based Code District Regulating Plan**



**F. Ecorse Road Form Based Code District Regulating Plan Table**

Site Type	Building Form		Use Group	
			Permitted Use Group	Special Use Group
Site Type: A	Permitted Building Form	A1, A2	Permitted Use Group	1, 2, 3, 4
			Special Use Group	—
Site Type: B	Permitted Building Form	A1, A2, B	Permitted Use Group	2, 3, 4
			Special Use Group	6
Site Type: C	Permitted Building Form	B, C	Permitted Use Group	2, 3, 4
			Special Use Group	5, 6

**G. Design Standards.** In addition to standards set forth in this Ordinance, all proposed development shall comply with the standards set forth herein.

1. **Pedestrian/Non-Motorized Access**

- a. **Intent.** To ensure that site layout and building design provides safe and convenient pedestrian and bicycle access both to and within a site and between adjacent sites.
- b. **Standards**
  - i. A pedestrian connection shall provide a clear connection between the primary street upon which the building fronts and the building. Connection may include pavement striping.
  - ii. Pedestrian access shall be clearly identified from parking areas and all entrances to a building.
  - iii. Where appropriate, sidewalks fronting the public right-of-way should be designed to accommodate space for activities such as outdoor dining.
  - iv. All sites shall provide a bike rack for at least two (2) bicycles within fifty (50) feet of the building entrance.

2. **Building Placement and Orientation**

- a. **Intent.** To require building placement that provides a strong visual and functional relationship with its site, adjacent sites, and the primary street upon which the site is located. Ensure consistency within sites and to adjacent sites to provide distinct building groups which exhibit similar orientation, scale, and proportion.
- b. **Standards**
  - i. Setbacks and building orientation shall reinforce a consistent pattern of siting.
  - ii. Primary building entrances shall be located so that they are easily identifiable with convenient public access.
  - iii. Buildings should enhance street corners through the use of prominent architectural or site features.

3. **Parking Placement, Orientation, and Screening**

- a. **Intent.** To provide a circulation system that efficiently moves vehicles in a well-defined manner, while reducing the visual impact of parking areas and mitigating conflict between pedestrians, bicycles, and automobiles.
- b. **Standards**

- i. Required Parking. Off-street parking shall be provided for a principal use erected, altered, or expanded after the effective date of this Ordinance in accordance with the standards set forth in Sec. 2104.
  - a. The Form Based districts are intended to encourage pedestrian and friendly design and compact mixed-use developments. Applicants are encouraged to consider the provisions for shared parking and flexibility in application set forth in Sec. 2104.
  - b. The placement and design of parking areas and structures shall foster safe pedestrian access and circulation and clearly identifiable public access and visitor parking. Pedestrian access shall be provided between all parking areas and public building entrances. .
- ii. **Location**
  - a. When parking is located in a side yard (behind the front building line) but fronts on the required building line, no more than twenty-five (25) percent of the total site's linear feet along the required building line or sixty (60) feet, whichever is less, shall be occupied by parking.
  - b. For a corner lot, no more than twenty-five (25) percent of the site's cumulative linear feet along the required building lines or sixty (60) feet, whichever is less, shall be occupied by parking. The building shall be located in the corner of the lot adjacent to the intersection.
  - c. Where off-street parking is visible from a street, it should be screened in accordance with the standards set forth in 2108.

4. **Architectural Design and Building Materials**

- a. **Intent.** To create a character for the form-based district that encourage the greatest amount of visual interest, architectural consistency, and high-quality material use. The standards are not intended to limit imagination, innovation, or variety.
- b. **Architectural Design Standards**
  - i. **Building Massing and Scale**
    - a. Rooflines and pitches shall be proportionate to nearby structures so as to provide transition or mitigation of significant changes to scale. Variety in massing can occur though step-backs as a building ascends upward
    - b. Buildings shall maintain a consistent street wall with the longest edge of the buildings oriented parallel to the roadway, where possible.
    - c. Buildings within the same development shall be designed to provide a unified and easily identifiable image. Methods to achieve this include

using similar architectural styles and materials, complementary roof forms, signs, and colors.

**ii. Façade Variation.**

- a. Façade articulation or architectural design variations for building walls facing the street are required to ensure that the building is not monotonous in appearance, using the following architectural techniques: Building wall offsets (projections and recesses); cornices, varying building materials or pilasters used to break up the mass of a single building; staggering of vertical walls; recessing of openings; providing upper-level roof overhangs; contrasting compatible building materials; use of variety and rhythm of window and door openings; use of horizontal and vertical architectural elements, use of horizontal bands of compatible colors; and providing changes in roof shape or roof-line.
- b. Materials shall be selected for suitability to the type of buildings and the architectural design in which they are used.
- c. Material selection shall be consistent with architectural style in terms of color, shades, and texture, however monotony shall be avoided.

**5. Transparency**

- a. **Intent.** The first floors of all buildings shall be designed to encourage and complement pedestrian-scale activity and crime prevention techniques. It is intended that this be accomplished principally by the use of windows and doors arranged so that active uses within the building are visible from or accessible to the street, and parking areas are visible to occupants of the building.
- b. **Transparency Standards.** These standards apply only to buildings with non-residential uses on the ground floor:
  1. Façade transparency shall be defined as the use of glass or transparent material that provides from the building exterior a view into the building of interior habitation and human scale. Signs covering windows, and the use of tinted, reflective or opaque glass do not meet the definition of façade transparency.
  2. The first floors of all buildings shall be designed to encourage and complement pedestrian-scale activity and crime prevention techniques. It is intended that this be accomplished principally by the use of windows and doors arranged so that active uses within the building are visible from or accessible to the street, and parking areas are visible to occupants of the building. The first floor of any front façade facing a right-of-way shall be no less than fifty (50) percent windows and doors, and the minimum transparency for facades facing a parking area shall be no less than thirty (30) percent of the façade.

3. First-floor transparency is measured between two and eight feet above the first-floor elevation.
4. Nothing shall be placed on or inside window to reduce transparency less than the 50% requirement.
5. For multiple tenant buildings, the minimum transparency requirement must be met by each suite or tenant.

## 6. **Landscaping**

- a. **Intent.** To incorporate appropriate landscaping to enhance visual appearance, provide transitions between properties, and screen unsightly areas
- b. **Landscaping Standards.**
  1. In addition to the standards set forth in Sec. 2108, the following standards shall be met.
  2. Landscaping shall conform and incorporate existing landscape and topographic features.
  3. Landscaping within courtyards, patios, and pedestrian realm may include hardscape and softscape materials.
  4. Landscaping shall maintain adequate sight lines for visual safety, visibility and efficient security.
  5. Landscaped areas, including landscaped parking islands and medians, shall be separated from vehicular and pedestrian encroachment by curbs and raised planting areas.

## 8. **Loading and Storage Areas**

- a. **Intent.** To ensure that loading, storage, and other building utility features are designed to be a part of the overall building as so to reduce the visual impact
- b. **Standards**
  1. **Utilities and Mechanical Screening**
    - a. Utility structures located between the building and the public right-of-way shall be screened as set forth in Article XXI. Screening may include walls, fencing, or landscaping that is consistent with the character and materials of the development.
    - b. Trash enclosures shall be placed adjacent to the rear wall of corresponding buildings or shall be located away from portions of the site which are highly visible from public roadways or private properties with dissimilar improvements. Trash enclosures shall be screened as set forth in Article XXI



with walls, fencing or landscaping that are consistent with the character and materials of the development.

2. **Loading**

- a. Service areas shall be designated by markings and/or signage to delineate them from pedestrian access and limit conflicts between service/delivery vehicles and patrons (e.g. pedestrians, bicyclists and transit users).
- b. Loading and service areas shall be located on the sides or rears of the buildings.
- c. Loading and service areas shall be screened from the public right-of-way with the use of fencing, landscaping, or walls.

**SECTION 4. PUBLICATION.** This ordinance shall be published in a newspaper of general circulation as required by law.

**SECTION 5. EFFECTIVE DATE:** This ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

**SECTION 6. REPEAL:** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2018-487 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on July 16, 2019 after first being introduced at a Regular Meeting held on June 18, 2019. The motion to approve was made by member Roe and seconded by Ross Williams YES: Stumbo, Roe, Doe, Eldridge, Jarrell Roe, Ross Williams, Wilson ABSENT: None NO: None ABSTAIN: None.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

Published: Thursday, May 16, 2019

# Charter Township of Ypsilanti

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## **OPERATIONS MANAGER**

### ***Non-Union Position***

#### **Summary**

The Operations Manager is responsible for the Powerhouse/Hydro Dam and Safety Compliance for the Township.

**Hydro:** Monitor and control activities associated with the Powerhouse/Hydro Dam. Operate plant equipment, such as turbines, pumps, valves, gates, fans, electric control boards, and battery banks. Monitor equipment operation and performance and make necessary adjustments to ensure optimal performance. Perform equipment maintenance and repair as necessary. Follow the Owner's Dam Safety Program to ensure compliance and regulatory guidelines are being met. File various Reports with resource agencies and update plans as required.

**Safety Compliance:** Responsible for planning, implementing and overseeing company's employee safety at work to ensure that the Township is in compliance and adheres to Occupational Safety and Health Administration (OSHA) guidelines. Identify unsafe conditions and practices and development solutions. Coordinate and maintain safety training programs as needed.

#### **Supervision Received**

Executive duties performed with considerable independence in conjunction with the Township Supervisor to meet established objectives and priorities.

#### **Supervision Exercised**

Supervisory authority over the Hydro operation employees. Has authority to assure that all employees of the Township are acting in adherence with safety rules and regulations.

#### **Responsibilities and Duties**

*An employee in this position may do any or all of the following essential duties. (These examples do not include all of the duties the employee maybe expected to perform.)*

1. Services, maintains and troubleshoots issues with all equipment and machinery (transformers, voltage regulators, generators, relays, circuit boards, turbines) as per manufacturer's specifications or obtains the necessary profession services if necessary.
2. Start, adjust, or stop generating units, operating valves, gates, or auxiliary equipment as conditions warrant.
3. Maintain and update plant operations manuals, maintenance logs, daily activity logs, and outage history reports.
4. Take readings and record data such as water levels, temperatures, or flow rates.

## ***OPERATIONS MANAGER – Page 2***

5. Perform preventive or corrective containment or cleanup measures to prevent environmental contamination. Assist with soil erosion projects as needed.
6. Implement Emergency Action Plan and perform required functional exercises.
7. Ensure compliance with Federal FERC guidelines and licensing requirement.
8. Monitor Hydro performance with relation to the DTE power contract.
9. Plan and implement OSHA policies and programs.
10. Analyzes and evaluates safety practices across all Township departments. Initiates, researches and recommends new or improved practices while assuring all safety standards are met in accordance with applicable state, federal and local laws.
11. Coordinate and schedule safety training for all employees.
12. Work with Human Resources to set up a new employee on-boarding process to include safety-related topics.
13. Prepare and present reports on accidents and violations determining causes and recommend corrective actions.
14. Assist with contracted services related to Mechanical and HVAC units and respond to alarms as needed.

### **Essential Functions, Qualifications, and KSA's for Employment**

*The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.*

- Familiarity with Federal FERC guidelines and Licensing Requirements.
- Experience with electrical and mechanical systems to troubleshoot equipment problems and knowing the right tools to take correct action.
- Experience with hydraulics, power plant operations and the maintenance of dams and control structures.
- Must be able to work independently and handle emergency situations as they arise.
- Ability to read and comprehend prints and troubleshoot relays and circuit boards.
- Interpersonal skills to lead a workforce and effectively work with the Township Board, public, contractors and fellow employees.
- Ability to Multi-task.
- Ability to comprehend complex issues, to identify alternative solutions, and to prepare appropriate recommendations.
- Ability to compile and analyze statistical and technical data.
- Excellent communication skills required to present facts and recommendations effectively both in written and oral form.

## ***OPERATIONS MANAGER – Page 3***

- Graduation from high-school required with additional vocational training needed.
- Certificate in occupational health and safety, or ability to obtain certificate within 1 year of being awarded the position.
- Must hold and maintain a valid Michigan driver's license with a good driving record.

### **Physical Demands and Work Environment**

*The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.*

- Be able to work in all atmospheric conditions
- Be able to climb stairs
- Be able to stand for long periods of time
- Climb ladders and work in elevated spaces
- Able to work in confined spaces
- Able to use hand and power tools
- Work on uneven terrain
- Able to lift 40 lbs. while climbing
- Be able to work in extreme heat and cold
- Be able to work in storms.

Created 6-2019

Current Wage: \$68,350

**AGREEMENT BETWEEN  
CHARTER TOWNSHIP OF YPSILANTI AND  
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this 17 day of July, 2019 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install two (2) speed humps on Kewanee Street between Packard Road and Washtenaw Avenue (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$16,961.50.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

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**AGREEMENT SUMMARY**

Estimated Cost

**Installation of two speed humps on Kewanee Street**

**\$16,961.50.**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo  
Brenda L. Stumbo, Supervisor 7-17-19

Karen Lovejoy Roe  
Karen Lovejoy Roe, Clerk 7-17-19

Isaac Starfield Witness  
7-17-19

Isaac Starfield Witness  
7-17-19

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_  
Douglas E. Fuller, Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sheryl Soderholm Siddall, Managing Director

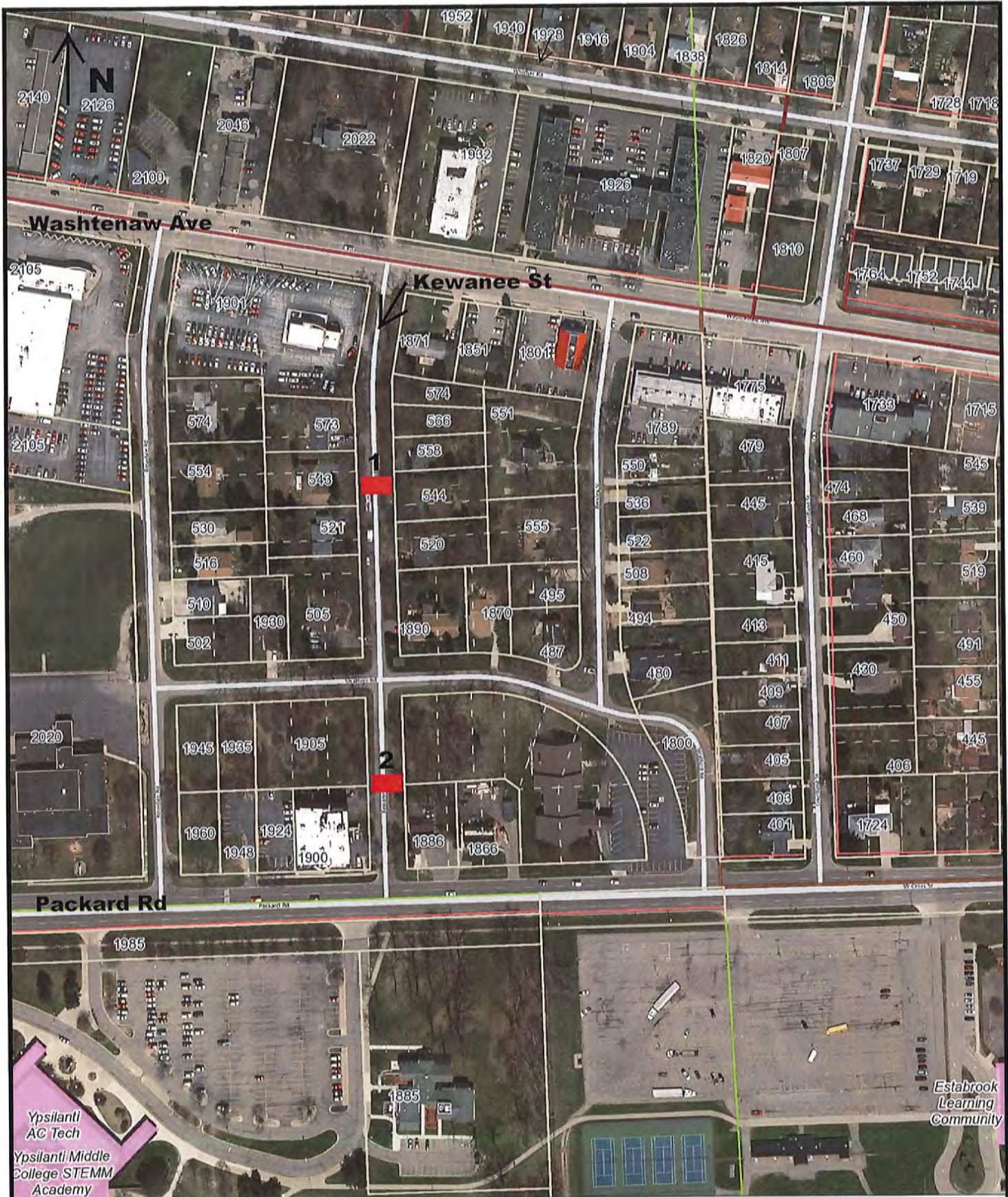
\_\_\_\_\_  
Witness

## PRELIMINARY ENGINEER'S ESTIMATE

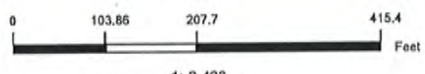
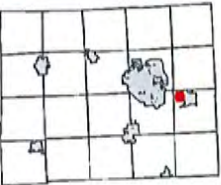
Project: Speed Hump Installation  
 Location: Kewanee St, Ypsilanti Twp  
 Date: 06/20/2019



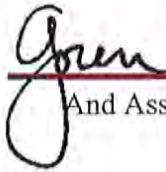
ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	2	EA	\$4,825.00	\$9,650.00	<i>Contractor Install</i>
	PVMT MKGS INSTALLATION	2	EA	\$750.00	\$1,500.00	<i>Contractor Install</i>
	TRAFFIC SIGNS	6	EA	\$310.00	\$1,860.00	<i>WCRC Install</i>
				SUBTOTAL	\$13,010.00	
				CE/INCID 15%	\$1,951.50	<i>Eng./Inspect. Costs</i>
				CONST EST	\$14,961.50	
	TRAFFIC CONTROL		LS		\$2,000.00	<i>Contractor Cost</i>
				<b>PROJECT TOTAL:</b>	<b>\$16,961.50</b>	



**Proposed locations for speed humps on Kewanee St**



**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.



And Associates, Inc.

32000 Northwestern Hwy., Suite 128  
Farmington Hills, MI 48334  
Phone 248.851.0824  
Fax 248.851.9751  
Email [GAA@MSN.com](mailto:GAA@MSN.com)

**WORKING PROPOSAL**  
**Between**  
**CHARTER TOWNSHIP OF YPSILANTI (CTY) and Goren and Associates (GAA)**

**INTRODUCTION**

This document is intended to give feedback relative to our phone call on July 2, 2019. It is a working document and subject to change if it does not fit your needs.

**STATEMENT OF ISSUE**

CTY wants to enhance employees' skills set by offering two half day courses: *Valuing Diversity and Inclusion* and *Deterring Workplace Bullying*

**PROPOSED PLAN**

GAA will provide two- half days courses in the following format: Both courses will be delivered twice in the AM and PM (different groups), and one-half day.

**OUTLINES:**

**Valuing Diversity and Inclusion**

**Course Description**

Diversity and inclusion are important pieces of an organization's business strategy. Today's businesses are part of the larger global business community, and workplace diversity can drive both competitive advantage and personal growth. Increasing knowledge of diversity can foster greater cultural awareness as well as tap into the strengths and talents of the entire workforce.

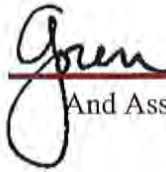
This program focuses on developing the ability to embrace diversity and inclusion, and effectively assess and respond to diversity-driven situations.

**Learning Objectives**

At the end of this course, participants will be able to:

- ✓ Define diversity
- ✓ Identify the components of a diverse and inclusive workforce
- ✓ Recognize diversity and inclusion challenges
- ✓ Reflect on personal awareness and how to deal with diverse sensitive issues
- ✓ Apply skills to best manage diversity-driven situations





And Associates, Inc.

32000 Northwestern Hwy., Suite 128  
Farmington Hills, MI 48334  
Phone 248.851.0824  
Fax 248.851.9751  
Email [GAA@MSN.com](mailto:GAA@MSN.com)

## **Deterring Workplace Bullying**

### **Course Description**

This course focuses on how to deal with the bully in the workplace. Interacting with bullies can be a challenge and have a negative effect on morale and productivity. In this course, participants gain an understanding of the psychological dynamics and skills and techniques to best manage the difficult person.

### **Learning Objectives**

At the end of this course, participants will be able to:

- ✓ Recognize the dynamics of a bully
- ✓ Identify four basic needs of people
- ✓ Identify three types of power and how they are misused by the bully
- ✓ Recognize and apply the CAREfront model
- ✓ Avoid being “hooked” by the bully
- ✓ Identify four styles of communication
- ✓ Assess the situation to diffuse aggressive behavior

### **GROUP SIZE:**

12-25 participants

### **EQUIPMENT NEEDED:**

- Power Point projector
- Two Flip Charts

**ROOM SET-UP:** Classroom style or U-Shape

### **CANCELLATION POLICY:**

Once scheduled, classes will be completed according to agreed dates and times. If changes are required, please give as much lead-time as possible. We will make every possible effort to accommodate your requests. Except for an emergency, classes canceled within two weeks of the scheduled presentation will be billed at the daily rate.

### **TERMS OF PAYMENT:**

All work is billed on a per class basis and includes dates and descriptions of all work done. All invoices are due and owing upon receipt. If your organization requires that a Purchase Order Number accompany the invoice, please submit that in advance in order to avoid unnecessary delays in the process.



And Associates, Inc.

32000 Northwestern Hwy., Suite 128  
Farmington Hills, MI 48334  
Phone 248.851.0824  
Fax 248.851.9751  
Email [GAA@MSN.com](mailto:GAA@MSN.com)

**PRICING:**

Delivered four times: Two half days (both on same day -- i.e. AM & PM group): \$2500 per day

Delivered twice: One-half day: \$1400

Two Participants Guides for 110 people: @ \$4.00 per book: \$440 x 2 books: \$880

**Total:** \$14,120

If this Letter of Agreement meets with your expectation and approval, please sign and email to [GAA@MSN.com](mailto:GAA@MSN.com)

Accepted and agreed to this 16th day of July, 2019.

\_\_\_\_\_  
Keith Levick, Ph.D.  
Goren and Associates

\_\_\_\_\_  
Karen Wallin 7-17-19  
Charter Township of Ypsilanti H.R.

\_\_\_\_\_  
Brenda L. Stumbo 7-17-19  
Charter Township of Ypsilanti Supervisor

\_\_\_\_\_  
Karen Lovejoy Roe 7-17-19  
Charter Township of Ypsilanti Clerk

## **YPSILANTI TOWNSHIP ROAD IMPROVEMENT AGREEMENT**

This Agreement (“Agreement”), is entered into as of the \_\_\_ day of \_\_\_\_\_, 2019, and memorializes and confirms certain verbal commitments and understandings previously made by the Board of County Road Commissioners of the County of Washtenaw, with offices at 555 Zeeb Road, Ann Arbor, Michigan 48103 (“**WCRC**”) and the Charter Township of Ypsilanti, with offices at 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 (the “**Township**”).

### **1.0 ACKNOWLEDGMENTS**

1.1 The parties desire to cooperate in the planning, funding, design, and construction of improvements to US-12 between I-94 and Wiard Rd and M-17 (Ecorse Rd) between Ford Boulevard and US-12 (the “**Project**”).

1.2 The Township has been awarded a Michigan Department of Transportation (“**MDOT**”) FY2019 Direct Grant in the amount of \$8,000,000 for the design and construction of the Project.

1.3 WCRC in cooperation with the Township shall administer the Project in accordance with MDOT standard guidelines, practices and procedures.

NOW, THEREFORE, in exchange for their mutual promises as set forth herein the parties agree as follows:

### **2.0 FUNDING AND RESPONSIBILITIES OF THE PARTIES**

#### **2.1 Project Costs and Funding**

2.1.1 The Township shall be responsible for all Project costs in excess of the MDOT Direct Grant funds.

2.1.2 Design Phase: WCRC has retained OHM Advisors to perform engineering services consisting of planning, traffic analysis, design/preliminary engineering, securing the required permits, and performing the project administration of the Project up to the construction phase.

2.1.3 Bidding Phase: The design phase of the Project will include an engineer’s estimate for the construction costs for the Project (the “**Engineer’s Estimate**”). Based on the Engineer’s Estimate and prior to WCRC advertising the Project for bid, the Township will be given the opportunity to review the Engineer’s Estimate and, if deemed necessary, reduce the scope of work so as to insure the Project costs do not exceed the MDOT FY2019 Direct Grant in the amount of eight million dollars for the design and construction of the Project. After the Township has reviewed the Engineer’s Estimate and made any reductions in the scope of work, the Township will advise WCRC in writing whether it will move forward with the Project. The Contractor having submitted the lowest qualified bid during the WCRC administered bid letting will be awarded the Project so long as the bid price is within the MDOT Direct Grant in the amount of eight million dollars for the design and construction of the Project. Should the lowest qualified bid exceed the Engineer’s Estimate, the Township will be given the option of

reducing the scope of work or rejecting all bids. Otherwise, as directed by the Township, the WCRC shall enter into a contract with said Contractor for the construction of the Project.

2.1.4 Construction Phase: WCRC shall also enter into a contract with a MDOT/WCRC pre-qualified engineering consultant to serve as the Project Engineer and perform all construction engineering services. These services shall include without limitation inspection; office technician; construction surveying; materials testing and inspection; generating contractor pay estimates; and providing other construction contract documentation in accordance with WCRC's and MDOT's guidelines, standard practices and procedures. The Project Engineer shall consult with WCRC and the Township regarding any items which may result in an increase to the estimated construction cost.

## 2.2 WCRC Responsibilities

2.2.1 WCRC will serve as the MDOT Local Agency for purposes of the Direct Grant and MDOT requirements for the Project.

2.2.2 In cooperation with the Township, WCRC will oversee the Project in accordance with MDOT's requirements. WCRC will enter into the necessary contract(s) with MDOT relating to the Project; coordinate the preparation of construction documents with the Design Engineer and MDOT; advertise and bid the Project; execute the necessary construction contract(s) for the Project; and administer the Project during construction in accordance with WCRC's and MDOT's guidelines, standard practices and procedures.

2.2.3 Project Invoices: WCRC will seek reimbursement for Project costs from MDOT in accordance with MDOT's requirements. Project costs may include without limitation any design, grading permits, construction, construction engineering, and/or project administration expenses, whether incurred or performed by WCRC personnel or independent contractors and consultants. WCRC shall provide documentation of all costs incurred for the Project. Any Project costs exceeding the Direct Grant amount of \$8,000,000 shall be the responsibility of the Township, and WCRC shall invoice the Township for any Project costs more than \$8,000,000.

## 2.3 Township Responsibilities

2.3.1 The Township or its delegee shall be responsible for the operating and maintenance of street lighting or aesthetics treatments for the Project in accordance with MDOT requirements.

2.3.2 Project Payments to WCRC: The Township shall promptly make payment to WCRC upon receipt of invoices issued by WCRC as described herein.

## 3.0 GENERAL PROVISIONS

3.1 All notices and invoices under this contract are deemed given when mailed by first class mail, postage pre-paid, e-mailed, or personally delivered as follows:

**For the Charter Township of Ypsilanti**

Charter Township of Ypsilanti  
Attn: Brenda Stumbo, Township Supervisor  
7200 S Huron River Dr  
Ypsilanti, MI 48197  
E-mail: bstumbo@ytown.org

**For the Board of County Road Commissioners of the County of Washtenaw**

Washtenaw County Road Commission  
Attn: Sheryl Soderholm Siddall, Managing Director  
555 N. Zeeb Road  
Ann Arbor, MI 48103  
E-mail: siddalls@wcroads.org

3.2 The obligations of the parties under this Agreement shall be null and void if any application for grant and/or funding referred to herein is not approved, unless otherwise agreed in writing by the parties. This Agreement shall be null and void in the event that WCRC does not enter into necessary contract(s) between WCRC and MDOT.

3.3 This Agreement constitutes the entire Agreement between the parties and all previous communications between the parties, whether written or oral, with reference to the subject matter of this Agreement are hereby superseded.

3.4 If it is determined by a court of competent jurisdiction that any provision of this Agreement is contrary to law the remaining provisions of this Agreement shall continue in full force and effect.

3.5 This Agreement shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan.

3.6 This Agreement has been jointly drafted by the parties and, therefore, shall be construed and interpreted accordingly.

3.7 Failure or delay in performance of this Agreement by any party shall not be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, labor strike, lock-out, war, riot, epidemic, explosion, terrorism, breakage or accident to machinery or equipment, the binding order of any court or governmental authority or any other cause, whether of the kind enumerated here or otherwise, not within the control of the party claimed to be responsible for such failure or delay or other similar alleged breach of this Agreement.

3.8 Without the prior written consent of the governing body of either party, neither this Agreement, any interest created by this Agreement, nor any claim arising under this Agreement shall be transferred or assigned by either party.

3.9 The parties agree and it is specifically understood that the parties' performance under this Agreement does not and shall not confer upon WCRC and/or Charter Township of Ypsilanti any right, title or interest in the Project. The Parties further agree that parties' performance under this Agreement does not and shall not confer upon MDOT and/or the Charter Township of Ypsilanti any right, title or interest in any improvements to roadways under the jurisdiction of WCRC.

3.10 This Agreement does not create nor vest any rights or privileges in any third party not a party to this Agreement. Notwithstanding any other provision of this Agreement, this Agreement and actions taken by the parties under this Agreement shall not be construed by any third party or any court of law as vesting any rights or privileges in any third party under any circumstances.

3.11 Nothing herein shall be construed to constitute any party to this Agreement, or their member communities, contractors, agents or assigns, as a joint venture, agent, or general partner of the other, nor do the parties intend to create or engage in a joint venture or joint venture partnership by entering into and satisfying the terms and conditions of this Agreement.

3.12 This Agreement may be modified or amended only by written agreement, duly authorized and executed, of the parties hereto.

3.13 This Agreement shall be effective and binding on the date on which the last of the parties signs this Agreement. This Agreement may be executed in counterpart originals, one of which shall be retained by each party and each of which may serve as the original of this Agreement.

**IN WITNESS WHEREOF**, the parties have set their hands to this Agreement the day and year here written.

**CHARTER TOWNSHIP OF YPSILANTI**

Dated: 7/23/, 2019

Brenda L. Stumbo / K. Chynj Pop  
By: Brenda L. Stumbo  
Its: Supervisor Clerk

Dated: \_\_\_\_\_, 2019

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

**BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY  
OF WASHTENAW**

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
By: Sheryl Soderholm Siddall  
Its: Managing Director

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
By: Douglas E. Fuller  
Its: Board Chair

*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*

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**STATEMENTS AND CHECKS**

*AUGUST 6, 2019 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$	3,576,972.27
HAND CHECKS -	\$	874,528.68
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	<b>4,451,500.95</b>



*Hand Checks*

Check Date	Check	Vendor Name	Amount
Bank AP AP			
07/10/2019	182662	BECKY MOURGAS	66.00
07/10/2019	182663	CASONDRA GATLIN	66.00
07/10/2019	182664	CHRISTOPHER JONES	18.00
07/10/2019	182665	DAKOTA SMITH	66.00
07/10/2019	182666	DIANE JEDINAK	18.00
07/10/2019	182667	DONOVAN ALLEN	18.00
07/10/2019	182668	GERALDINE FORSMAN	18.00
07/10/2019	182669	GUILLELMO MOLLA	18.00
07/10/2019	182670	HEATHER BOOKER	18.00
07/10/2019	182671	JOE VELLA	66.00
07/10/2019	182672	KELLY OGDEN-SCHUETTE	18.00
07/10/2019	182673	KEVIN SPENCER	66.00
07/10/2019	182674	LARRY ELIE	18.00
07/10/2019	182675	LAURA WRIGHT	18.00
07/10/2019	182676	MELANIE ANN NEUMANN	18.00
07/10/2019	182677	MICHAEL CLOYD	18.00
07/10/2019	182678	MICHELE DETROYER	18.00
07/10/2019	182679	MOHAMMED-LAWAL ZUBAIRU	18.00
07/10/2019	182680	ROBERT BLEVINS	18.00
07/10/2019	182681	SCOTT CARPENTER	66.00
07/10/2019	182682	TIMOTHY CLARKE	18.00
07/10/2019	182683	TIMOTHY SMITH	18.00
07/10/2019	182684	TYLER HALL	66.00
07/11/2019	182685	COMCAST BUSINESS	1,239.00
07/11/2019	182686	COMCAST CABLE	181.62
07/11/2019	182687	COMCAST CABLE	106.85
07/11/2019	182688	COMCAST CABLE	39.98
07/11/2019	182689	DTE ENERGY	13,939.08
07/11/2019	182690	GUARDIAN ALARM	171.27
07/11/2019	182691	GUARDIAN ALARM	1,463.19
07/11/2019	182692	GUARDIAN ALARM	2,308.89
07/11/2019	182693	GUARDIAN ALARM	1,008.00
07/11/2019	182694	SUNRISE HOSPITALITY INC	415,130.00
07/11/2019	182695	VERIZON WIRELESS	278.60
07/11/2019	182696	WASTE MANAGEMENT	142.61
07/11/2019	182697	WASTE MANAGEMENT	49.52
07/11/2019	182698	WASTE MANAGEMENT	948.42
07/15/2019	182699	COMCAST CABLE	6,072.74
07/15/2019	182700	COMCAST CABLE	106.85
07/15/2019	182701	COMCAST CABLE	106.85
07/15/2019	182702	COMCAST CABLE	106.85
07/15/2019	182703	LONG'S AUTOMOTIVE INC	134.45
07/15/2019	182704	WEX BANK	1,689.93
07/17/2019	182705	YPSILANTI COMMUNITY	2,691.30
07/16/2019	182706	AMAZON CAPITAL SERVICES	20.38
07/16/2019	182707	AUTO VALUE YPSILANTI	54.33
07/16/2019	182708	RESIDEX, LLC	220.00
07/16/2019	182709	YPSILANTI ACE HARDWARE	97.29
07/16/2019	182710	YSHELU JOHNSON	56.25
07/23/2019	182711	BLUE CROSS BLUE SHIELD OF MI	180,224.47
07/23/2019	182712	BLUE CROSS BLUE SHIELD OF MI	33,898.92
07/23/2019	182713	COMCAST CABLE	146.85
07/23/2019	182714	COMCAST CABLE	141.85
07/23/2019	182715	COMCAST CABLE	116.38
07/23/2019	182716	COMCAST CABLE	134.56
07/23/2019	182717	COMCAST CABLE	234.85
07/23/2019	182718	DEARBORN NATIONAL LIFE INSURANCE	4,622.08
07/23/2019	182719	DELTA DENTAL PLAN OF MICHIGAN	13,295.10
07/23/2019	182720	LONG'S AUTOMOTIVE INC	384.40
07/23/2019	182721	VERIZON WIRELESS	2,554.94
07/23/2019	182722	VISION SERVICE PLAN	3,254.74
07/23/2019	182723	WASTE MANAGEMENT	45,506.57
07/23/2019	182724	WASTE MANAGEMENT	403.55
07/23/2019	182725	WASTE MANAGEMENT	975.91
07/23/2019	182726	WASTE MANAGEMENT	31,401.44
07/23/2019	182727	WASTE MANAGEMENT	107,555.38
07/23/2019	182728	WEX BANK	441.44
07/23/2019	182729	YPSILANTI COMMUNITY	121.00

AP TOTALS:

Total of 68 Checks:	874,528.68
Less 0 Void Checks:	0.00
Total of 68 Disbursements:	874,528.68

User: mharris

CHECK NUMBERS 182730 - 182871

DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Amount
Bank AP AP			
08/06/2019	182730	AARON SIEGFRIED	270.00
08/06/2019	182731	ABBAY DOOR	1,515.00
08/06/2019	182732	ADAM & MALLORY HALL	12,508.00
08/06/2019	182733	ALLGRAPHICS CORPORATION	379.00
08/06/2019	182734	ALLIED FENCE & SECURITY	1,840.00
08/06/2019	182735	AMANDA DENOYER	50.00
08/06/2019	182736	AMAZON CAPITAL SERVICES	3,932.71
08/06/2019	182737	ANN ARBOR CLEANING SUPPLY	972.16
08/06/2019	182738	ANN ARBOR SPARK	10,000.00
08/06/2019	182739	ANN ARBOR SPARK	5,000.00
08/06/2019	182740	ANN ARBOR WELDING SUPPLY CO	270.90
08/06/2019	182741	ARROWHEAD FORENSICS	188.80
08/06/2019	182742	ATCHINSON FORD	437.54
08/06/2019	182743	AUTO VALUE YPSILANTI	197.49
08/06/2019	182744	AUTOMATED CONFIRMATIONS, LLC	38.50
08/06/2019	182745	BACK TO NATURE LAWN CARE	87.16
08/06/2019	182746	BARR ENGINEERING COMPANY	4,782.24
08/06/2019	182747	BENJAMIN DEMOND	30.00
08/06/2019	182748	CALEB HALE	20.00
08/06/2019	182749	CALLAWAY GOLF SALES COMPANY	599.43
08/06/2019	182750	CAMPBELL TITLE AGENCY OF MICHIGAN	420.00
08/06/2019	182751	CARLISLE/WORTMAN ASSOCIATES	6,002.50
08/06/2019	182752	CASSANDRA KELLY	30.00
08/06/2019	182753	CDW GOVERNMENT INC	113.71
08/06/2019	182754	CENTRON DATA SERVICES	1,548.15
08/06/2019	182755	CHARLES POPE	75.00
08/06/2019	182756	CHARTER TOWNSHIP OF SUPERIOR	49.50
08/06/2019	182757	CHELSEA TIDERINGTON	2,054.85
08/06/2019	182758	CINCINNATI TIME SYSTEMS	761.00
08/06/2019	182759	COLD CUT KRUISE	136.50
08/06/2019	182760	COURT INNOVATIONS INC	1,080.00
08/06/2019	182761	CRYSTAL FLASH, INC.	5,482.00
08/06/2019	182762	D.R.A.C.O.	300.00
08/06/2019	182763	DAKOTA DEMOND	20.00
08/06/2019	182764	DAVID COMPTON	125.00
08/06/2019	182765	DAWN FARM	9,812.50
08/06/2019	182766	DENNEY CONSTRUCTION SERVICES	2,000.00
08/06/2019	182767	DES MOINES STAMP MFG. CO.	47.05
08/06/2019	182768	DINGES FIRE COMPANY	1,863.87
08/06/2019	182769	DISPUTE RESOLUTION CENTER	1,875.00
08/06/2019	182770	EMERGENT HEALTH PARTNERS	6,447.35
08/06/2019	182771	FERGUSON ENTERPRISES, INC.	22.58
08/06/2019	182772	FERRELLGAS	150.00
08/06/2019	182773	FESSLER & BOWMAN, INC.	3,000.00
08/06/2019	182774	FIBER LINK	265.25
08/06/2019	182775	FLEETPRIDE	89.97
08/06/2019	182776	GAIL MAGEE	25.00
08/06/2019	182777	GARY STAFFORD	207.00
08/06/2019	182778	GOODYEAR TIRE & RUBBER COMPANY	2,558.80
08/06/2019	182779	GORDON CRUMP	15.00
08/06/2019	182780	GORDON FOOD SERVICE INC.	102.67
08/06/2019	182781	GRAINGER	669.23
08/06/2019	182782	GRIFFIN PEST SOLUTIONS	93.00
08/06/2019	182783	HENDERSON GLASS	358.00
08/06/2019	182784	HOME DEPOT	1,290.72
08/06/2019	182785	INTERNATIONAL CONSTRUCTION	3,405.00
08/06/2019	182786	J.F. MOORE & ASSOCIATES, LLC	210.00
08/06/2019	182787	J.F. MOORE & ASSOCIATES, LLC	35.00
08/06/2019	182788	JOHN HOLMES	100.00
08/06/2019	182789	LARDNER ELEVATOR COMPANY	225.00
08/06/2019	182790	LARRY BOGGS	53.36
08/06/2019	182791	LAWRENCE HENDRICKS	60.00
08/06/2019	182792	LOMBARDO HOMES OF SE MI LLC	101,586.00
08/06/2019	182793	LOOKING GOOD LAWN	11,780.00
08/06/2019	182794	LOWE'S	66.09
08/06/2019	182795	MARCUS BOND	40.00
08/06/2019	182796	MARIALANA BRANCH	120.00
08/06/2019	182797	MARK HAMILTON	1,750.00
08/06/2019	182798	MAYNARDS AUTO SERVICE CENTER	12.00
08/06/2019	182799	MENARDS, INC.	2,816.76
08/06/2019	182800	MERS	664,540.00
08/06/2019	182801	MICHIGAN LINEN SERVICE, INC.	1,783.20
08/06/2019	182802	MICHIGAN MUNICIPAL LEAGUE	123,014.00
08/06/2019	182803	MICHIGAN URGENT CARE ANN ARBOR	305.00
08/06/2019	182804	MICRO WISE - INC	5,720.00
08/06/2019	182805	MLIVE MEDIA GROUP	1,388.80
08/06/2019	182806	MOHAMMED ABD ELSAYED	120.00
08/06/2019	182807	MR. BUBBLES AUTO SPA	120.00

Check Date	Check	Vendor Name	Amount
08/06/2019	182808	MUNETRIX, LLC	4,895.00
08/06/2019	182809	NAPA AUTO PARTS*	113.43
08/06/2019	182810	OFFICE EXPRESS	490.99
08/06/2019	182811	OKINAWAN KARATE CLUB	659.40
08/06/2019	182812	ONSITE SUBSTANCE ABUSE TESTING	130.00
08/06/2019	182813	ORCHARD, HILTZ & MCCLIMENT INC	34,304.25
08/06/2019	182814	OVERLAND CONTRACTING, INC	26,500.00
08/06/2019	182815	PARKWAY SERVICES, INC.	805.00
08/06/2019	182816	PEPSI BEVERAGES COMPANY	384.62
08/06/2019	182817	PINTER'S FLOWERLAND, INC.	280.43
08/06/2019	182818	PLAY ENVIRONMENTS DESIGN	14,744.00
08/06/2019	182819	PNC INSTITUTIONAL INVESTMENTS	998,711.00
08/06/2019	182820	PRINTING SYSTEMS	1,581.18
08/06/2019	182821	PUBLIC SAFETY CENTER	209.93
08/06/2019	182822	RADISSON PLAZA HOTEL & SUITES	273.00
08/06/2019	182823	RAND ROBINSON	210.00
08/06/2019	182824	RESIDEX, LLC	5,328.87
08/06/2019	182825	RHETT REYES	1,215.00
08/06/2019	182826	ROBERT THOMASON	90.00
08/06/2019	182827	S & S ASSOCIATES, INC	170.10
08/06/2019	182828	SAM'S CLUB DIRECT	1,289.68
08/06/2019	182829	SANDRA KAY KNAUP	16.00
08/06/2019	182830	SE MICHIGAN DEVELOPMENT LLC	7,980.00
08/06/2019	182831	SHERWIN WILLIAMS COMPANY	277.47
08/06/2019	182832	SHRADER TIRE & OIL	1,608.20
08/06/2019	182833	SOUTHERN COMPUTER WAREHOUSE	458.86
08/06/2019	182834	SPARTAN DISTRIBUTORS	7,812.72
08/06/2019	182835	SPARTAN DISTRIBUTORS	603.75
08/06/2019	182836	STANDARD PRINTING	70.00
08/06/2019	182837	STANTEC	4,292.80
08/06/2019	182838	STATE OF MICHIGAN*#	90.00
08/06/2019	182839	TAMMIE KEEN	15.54
08/06/2019	182840	TERMINIX PROCESSING CENTER	56.00
08/06/2019	182841	TERRY CONDIT	240.00
08/06/2019	182842	TETRA TECH, INC	5,627.20
08/06/2019	182843	THERESE FOOTE	77.70
08/06/2019	182844	THOMAS REUTERS	431.00
08/06/2019	182845	TINA HOTCHKISS	472.00
08/06/2019	182846	TODD BARBER	3,575.00
08/06/2019	182847	U.S. BANK, N.A.	450.00
08/06/2019	182848	ULLIANCE	982.35
08/06/2019	182849	UNIFIRST CORPORATION	295.01
08/06/2019	182850	UNITED STATES POSTAL SERVICE	10,000.00
08/06/2019	182851	V & J CEMENT	8,280.00
08/06/2019	182852	VAN BUREN STEEL & FABRICATING	608.00
08/06/2019	182853	VANGUARD GROUP	767,327.00
08/06/2019	182854	V-CLOUD TECH	7,420.21
08/06/2019	182855	VERIZON CONNECT NWF, INC.	758.00
08/06/2019	182856	VICTOR SMOLYANOV	3,000.00
08/06/2019	182857	VICTORY LANE	196.03
08/06/2019	182858	W.J. O'NEIL COMPANY	6,868.10
08/06/2019	182859	WASHTENAW COMMUNITY COLLEGE'	380.00
08/06/2019	182860	WASHTENAW COUNTY LEGAL NEWS	215.00
08/06/2019	182861	WASHTENAW COUNTY ROAD COMMISSION	627,125.00
08/06/2019	182862	WASHTENAW COUNTY ROAD COMMISSION	100.38
08/06/2019	182863	WASHTENAW COUNTY SHERIFF'S OFFICE	473.00
08/06/2019	182864	WASHTENAW COUNTY TREASURER#	1,272.44
08/06/2019	182865	WEINGARTZ	258.45
08/06/2019	182866	WESTLAND FIRE EXTINGUISHER INC	90.00
08/06/2019	182867	WOLVERINE FREIGHTLINER	890.03
08/06/2019	182868	WTA ARCHITECTS	500.00
08/06/2019	182869	YPSILANTI ACE HARDWARE	161.31
08/06/2019	182870	YPSILANTI COMMUNITY	1,332.75
08/06/2019	182871	YSHELU JOHNSON	438.75

## AP TOTALS:

Total of 142 Checks:

3,576,972.27

Less 0 Void Checks:

0.00

Total of 142 Disbursements:

3,576,972.27

*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**  
*AUGUST 20, 2019 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$	1,002,001.82
HAND CHECKS -	\$	117,510.93
CREDIT CARD PURCHASES-	\$	<u>10,767.47</u>
GRAND TOTAL -	\$	<b>1,130,280.22</b>

Clarity Health Care Deductible –

ACH EFT - \$46,286.97 (JULY)

ADMIN FEE - \$1,186.00 (JUNE)  
\$1,158.00 (JULY)

Check Date	Check	Vendor Name	Amount
Bank AP AP			
07/31/2019	182872	CHARTER TOWNSHIP OF CANTON	255.00
07/31/2019	182873	CLEAR RATE COMMUNICATIONS, INC	858.16
07/31/2019	182874	COMCAST CABLE	191.62
07/31/2019	182875	KAREN KOSTAMO	25.00
08/07/2019	182876	AT & T	217.41
08/07/2019	182877	AT & T	32.01
08/07/2019	182878	COMCAST BUSINESS	1,239.00
08/07/2019	182879	COMCAST CABLE	214.90
08/07/2019	182880	COMCAST CABLE	106.85
08/07/2019	182881	COMCAST CABLE	6,712.12
08/07/2019	182882	DTE ENERGY**	65,131.96
08/07/2019	182883	WASTE MANAGEMENT	4,584.48
08/07/2019	182884	WASTE MANAGEMENT	142.61
08/07/2019	182885	WASTE MANAGEMENT	49.52
08/07/2019	182886	WINDSTREAM	441.44
08/07/2019	182887	TRANE U.S. INC	47.06
08/08/2019	182888	COMCAST CABLE	106.85
08/08/2019	182889	COMCAST CABLE	106.85
08/08/2019	182890	DTE ENERGY	10,607.19
08/08/2019	182891	DTE ENERGY COMPANY -	24,244.75
08/08/2019	182892	VERIZON WIRELESS	287.79
08/08/2019	182893	WEX BANK	1,908.36
AP TOTALS:			
Total of 22 Checks:			117,510.93
Less 0 Void Checks:			0.00
Total of 22 Disbursements:			117,510.93

Check Date	Check	Vendor Name	Amount
Bank AP AP			
08/14/2019	182894	A.F. SMITH ELECTRIC	4,884.88
08/14/2019	182895	AAATA	55.68
08/14/2019	182896	ACCUSHRED LLC	65.00
08/14/2019	182897	AMAZON CAPITAL SERVICES	2,060.42
08/14/2019	182898	AMAZON CAPITAL SERVICES	92.95
08/14/2019	182899	ASSOCIATED FENCE	350.00
08/14/2019	182900	AUTO VALUE YPSILANTI	158.00
08/14/2019	182901	BARR ENGINEERING COMPANY	1,322.50
08/14/2019	182902	BREATHING AIR SYSTEMS	48.00
08/14/2019	182903	CARL CORDY	3,000.00
08/14/2019	182904	CFS PRODUCTS, INC	104.85
08/14/2019	182905	CGS, INC.	900.00
08/14/2019	182906	CHELSEA TIDERINGTON	1,622.25
08/14/2019	182907	CODE 42 SOFTWARE, INC.	432.00
08/14/2019	182908	CONTI	12,404.80
08/14/2019	182909	CRYSTAL FLASH, INC.	9,560.29
08/14/2019	182910	DAWN FARM	2,300.00
08/14/2019	182911	DEBORAH'S CATERING SERVICES	924.00
08/14/2019	182912	DELUX TENTS AND EVENTS, LLC	196.40
08/14/2019	182913	DOAN CONSTRUCTION COMPANY	17,346.07
08/14/2019	182914	EMERGENCY MEDICAL PRODUCTS	340.78
08/14/2019	182915	ERIC COPELAND	120.00
08/14/2019	182916	FASTENAL	133.81
08/14/2019	182917	GOODYEAR TIRE & RUBBER COMPANY	4,280.77
08/14/2019	182918	GOVERNMENTAL CONSULTANT SERVICES	3,023.50
08/14/2019	182919	GRAINGER	689.15
08/14/2019	182920	HABITAT FOR HUMANITY - HURON VALLEY	50,000.00
08/14/2019	182921	HOME DEPOT	238.12
08/14/2019	182922	HURON RIVER WATERSHED COUNCIL	2,434.96
08/14/2019	182923	HURON VALLEY PACE	30,000.00
08/14/2019	182924	INTERNATIONAL CONSTRUCTION	1,500.00
08/14/2019	182925	INTERNATIONAL CONSTRUCTION	2,138.75
08/14/2019	182926	JP MORGAN CHASE BANK, NA	3,500.00
08/14/2019	182927	KAREN LOVEJOY ROE	131.54
08/14/2019	182928	LOMBARDO HOMES OF SE MI LLC	1,000.00
08/14/2019	182929	LOMBARDO HOMES OF SE MI LLC	11,080.00
08/14/2019	182930	LOMBARDO HOMES OF SE MI LLC	1,000.00
08/14/2019	182931	LOOKING GOOD LAWN	7,960.00
08/14/2019	182932	LOWE'S	108.64
08/14/2019	182933	LOWER HURON SUPPLY	48.14
08/14/2019	182934	MARK HAMILTON	1,750.00
08/14/2019	182935	MCLAIN AND WINTERS	137,683.61
08/14/2019	182936	MENARDS, INC.	74.00
08/14/2019	182937	MICHIGAN CHAPTER - I.A.A.I.	20.00
08/14/2019	182938	MICHIGAN ELVISFEST	193.50
08/14/2019	182939	MICHIGAN LINEN SERVICE, INC.	1,117.31
08/14/2019	182940	MOHAMMED ABD ELSAYED	120.00
08/14/2019	182941	MOLNAR ROOFING	149,236.50
08/14/2019	182942	MONICA ROSS-WILLIAMS	738.94
08/14/2019	182943	MONROE COUNTY COMMUNITY COLLEGE	250.00
08/14/2019	182944	OFFICE EXPRESS	231.02
08/14/2019	182945	ORCHARD, HILTZ & MCCLIMENT INC	3,802.50
08/14/2019	182946	PAMELA THOMAS	100.00
08/14/2019	182947	PARKWAY SERVICES, INC.	250.00
08/14/2019	182948	PINTER'S FLOWERLAND, INC.	24.30
08/14/2019	182949	PNC EQUIPMENT FINANCE, LLC	7,022.07
08/14/2019	182950	PREMIER SAFETY & SERVICE	133.05
08/14/2019	182951	PRIORITY ONE EMERGENCY	359.98
08/14/2019	182952	RAND ROBINSON	180.00
08/14/2019	182953	RESIDEX, LLC	4,415.32
08/14/2019	182954	RHETT REYES	1,125.00
08/14/2019	182955	RICOH USA, INC.	2,502.64
08/14/2019	182956	ROBERT THOMASON	30.00
08/14/2019	182957	RUMFORD INDUSTRIAL GROUP, INC.	548.00
08/14/2019	182958	S.E.M.M.I.A.	200.00
08/14/2019	182959	SARINA GUYTON	20.00
08/14/2019	182960	SHERWIN WILLIAMS COMPANY	54.82
08/14/2019	182961	SHRADER TIRE & OIL	749.95
08/14/2019	182962	SIGNS BY TOMORROW	30.00
08/14/2019	182963	SILVER LINING TIRE RECYCLING	277.00
08/14/2019	182964	SOUTHERN COMPUTER WAREHOUSE	939.09
08/14/2019	182965	SPARTAN DISTRIBUTORS	200.30
08/14/2019	182966	SPARTAN DISTRIBUTORS	603.75
08/14/2019	182967	STADIUM TROPHY	12.50
08/14/2019	182968	STERICYCLE INC	211.95
08/14/2019	182969	TODD BARBER	3,525.00
08/14/2019	182970	TRACTOR SUPPLY COMPANY	169.98
08/14/2019	182971	TRANSUNION RISK & ALTERNATIVE	75.00

*A/P CHECKS*

08/14/2019 10:30 AM  
User: mharris  
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2  
CHECK NUMBERS 182894 - 182995

Check Date	Check	Vendor Name	Amount
08/14/2019	182972	UNIFIRST CORPORATION	157.12
08/14/2019	182973	UNIVERSITY TRANSLATORS	1,031.53
08/14/2019	182974	V & J CEMENT	9,000.00
08/14/2019	182975	V.CLOUD TECH	2,243.50
08/14/2019	182976	VERMEER OF MICHIGAN, INC.	2,477.69
08/14/2019	182977	VICTORY LANE	208.07
08/14/2019	182978	W.J. O'NEIL COMPANY	280.00
08/14/2019	182979	WASHTENAW COMMUNITY COLLEGE#	279.08
08/14/2019	182980	WASHTENAW COUNTY LEGAL NEWS	445.00
08/14/2019	182981	WASHTENAW COUNTY ROAD COMMISSION	2,323.43
08/14/2019	182982	WASHTENAW COUNTY SHERIFF'S OFFICE	468,562.50
08/14/2019	182983	WASHTENAW COUNTY TREASURER#	2,310.91
08/14/2019	182984	WASHTENAW COUNTY TREASURER#	7,805.00
08/14/2019	182985	WASHTENAW INTERMEDIATE	440.67
08/14/2019	182986	WESTLAND FIRE EXTINGUISHER INC	57.50
08/14/2019	182987	WOLVERINE FREIGHTLINER	2,144.18
08/14/2019	182988	YPSILANTI ACE HARDWARE	42.16
08/14/2019	182989	YPSILANTI COMMUNITY SCHOOLS - WR	500.27
08/14/2019	182990	YPSILANTI COMMUNITY SCHOOLS - YP	746.05
08/14/2019	182991	YPSILANTI DISTRICT LIBRARY	1,268.06
08/14/2019	182992	YPSILANTI TOWNSHIP PETTY CASH	88.89
08/14/2019	182993	YSHELU JOHNSON	143.70
08/14/2019	182994	ZOHO CORPORATION	1,799.00
08/14/2019	182995	ZOLL MEDICAL CORPORATION	1,114.18

AP TOTALS:

Total of 102 Checks:	1,002,001.82
Less 0 Void Checks:	0.00
Total of 102 Disbursements:	1,002,001.82

Check Date	Check	Vendor Name	Description	Amount
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*CREDIT CARDS*

Bank CARDS COMERICA COMMERICAL CARD

08/20/2019	47(E)	COMERICA BANK	BUILD AND MAINTAIN AN EFFECTIVE SAFETY P	295.00
			SHREDDER - FELLOWES POWERSHRED C-125CI	449.00
			OPERATING SUPPLIES AND FOOD AND BEVERAGE	314.76
			OPERATING SUPPLIES/BEVERAGES FOR RESALE	54.23
			OPERATING SUPPLIES	91.95
			OPERATING SUPPLIES AND FOOD AND BEVERAGE	340.58
			NETWORK CABLES	98.78
			PASSPORT POSTAGE WEEK OF JULY 8, 2019	164.70
			PASSPORT POSTAGE WEEK OF JULY 15, 2019	22.05
			PASSPORT POSTAGE WEEK OF JULY 1, 2019	131.40
			PASSPORT POSTAGE WEEK OF JUNE 24, 2019	153.45
			PASSPORT POSTAGE WEEK OF JUNE 17, 2019	76.95
			PASSPORT POSTAGE WEEK OF JUNE 10, 2019	106.35
			PASSPORT POSTAGE WEEK OF JUNE 3, 2019	14.70
			LODGING FOR TRAVIS MCDUGALD TO ATTEND TH	150.68
			DPCALENDAR JOOMLA EXTENSION	343.47
			CARPET CLEANING AT LEC	345.00
			FAXSTATION ROUTER	199.99
			NETWORK SWITCHES	7,414.43
				<u>10,767.47</u>

CARDS TOTALS:

Total of 1 Checks:	10,767.47
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<u>10,767.47</u>



OFFICE OF THE TREASURER  
LARRY J. DOE



MONTHLY TREASURER'S REPORT  
JULY 1, 2019 THROUGH JULY 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	6,817,764.90	2,045,474.93	2,592,335.56	6,270,904.27
101 - Payroll	263,706.69	722,276.12	694,974.47	291,008.34
101 - Willow Run Escrow	144,275.73	0.00	0.00	144,275.73
206 - Fire Department	4,709,887.26	10,142.33	338,417.85	4,381,611.74
208 - Parks Fund	29,747.91	55.06	308.26	29,494.71
212 - Roads/Bike Path/Rec/General Fund	1,443,237.90	5,426.37	10,702.00	1,437,962.27
226 - Environmental Services	2,836,041.09	4,072.34	210,012.74	2,630,100.69
230 - Recreation	207,053.86	74,493.89	194,825.73	86,722.02
236 - 14-B District Court	248,696.63	97,318.31	121,842.10	224,172.84
244 - Economic Development	69,580.29	129.23	0.00	69,709.52
248 - Rental Inspections	186,253.67	51,076.31	19,014.99	218,314.99
249 - Building Department Fund	1,370,534.43	132,696.84	48,788.55	1,454,442.72
250 - LDFA Tax	27,151.99	50.51	0.00	27,202.50
252 - Hydro Station Fund	443,704.11	61,850.09	64,772.87	440,781.33
266 - Law Enforcement Fund	6,942,252.67	12,729.26	996,220.56	5,958,761.37
398 - LDFA 2006 Bonds	243,640.61	453.20	0.00	244,093.81
584 - Green Oaks Golf Course	87,941.11	333,623.75	205,560.89	216,003.97
590 - Compost Site	805,490.54	82,185.77	27,943.77	859,732.54
595 - Motor Pool	220,091.05	402.69	4,356.05	216,137.69
701 - General Tax Collection	36,006.19	5,968.98	0.00	41,975.17
703 - Current Tax Collections	50,146.44	3,571,863.61	2,394,953.83	1,227,056.22
707 - Bonds & Escrow/GreenTop	1,673,919.61	32,420.55	451,247.75	1,255,092.41
708 - Fire Withholding Bonds	113,618.15	0.00	0.00	113,618.15
893 - Nuisance Abatement Fund	93,633.14	3,510.91	7,480.00	89,664.05
<b>GRAND TOTAL</b>	<b><u>29,064,375.96</u></b>	<b><u>7,248,221.05</u></b>	<b><u>8,383,757.97</u></b>	<b><u>27,928,839.04</u></b>

# ATTORNEY REPORT

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GENERAL LEGAL UPDATE

# **OLD BUSINESS**

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**WASHTENAW COMMUNITY COLLEGE & YPSILANTI TOWNSHIP COMMUNITY CENTER  
AGREEMENT FOR EXTENSION CENTER OFFERINGS**

This agreement is made by and between **Washtenaw Community College**, hereinafter called the **College** and the Charter Township of Ypsilanti Community Center, Ypsilanti, Michigan hereinafter called the **Center**.

The College and the Center desire to be partners in providing college programs to the residents of the College service area, in particular, Ypsilanti Township, thereby giving added dimension to the programs and services already available to the people of the community, with input from the Center staff and other community leaders. The Center desires to make this program available to the people of the College service area and Ypsilanti Township area by providing facilities and support for said college programs; therefore, it is deemed advisable to establish certain rules, regulations, and financial determinations so that the respective roles of the College and the Center can be delineated for the accomplishment of these purposes.

Therefore, be it mutually agreed in considerations of the promises to each other as follows:

The College agrees:

- To provide all instructional personnel and direct administrative services necessary for conducting quality educational programs.
- To provide classroom and technical equipment necessary to conduct classes.
- To promote enrollment for the college courses by providing appropriate publicity through local media.
- To schedule college courses at those times, days and evenings, in compliance to a mutually agreed upon calendar. A calendar of course dates and times must be arranged through the Center's Director prior to the start of each new class session.
- To make adequate prior arrangements and communications for course time and date changes due to unforeseen circumstances.
- To follow reasonable practices relating to the proper use and care of the Center properties and facilities.
- To conclude all classes no later than 8:00 p.m.
- To adhere to the current applicable Center's Rules and Regulations as stated in the following:
  - The Community Center is a smoke free, alcohol free, and drug free facility.
  - The use of open flames, such as lighted candles, are strictly prohibited.
  - Any form of gambling or game of chance, unless expressly permitted by law and subject to the approval and issuance of special permits is prohibited on the premises.

- A Building Attendant and/or Custodian will be on duty during all hours of building operation and groups must guarantee responsiveness to the directives of all department staff. Accidents and damage, no matter how trivial must be reported to Department staff immediately.
- Property of the Community Center shall not be removed from the facility at any time.
- Groups shall not use, remove or disturb any supplies, bulletin boards or any other items in the Community Center. Some items may be moved or placed out of sight with advanced Department approval and must be returned to the original location at completion of use.
- Groups shall be restricted to the room(s) assigned, except for use of restrooms and common areas. Use of facilities outside the building is restricted to the parking facilities unless granted prior Department approval.
- Placement of posters, banners, decorations, etc. may be permitted upon prior Department approval.
- The Community Center is not responsible for equipment or supplies brought in by groups, but will work collaboratively with the College to ensure safety and security of the rented space.
- The Charter Township of Ypsilanti assumes no responsibility, financial or otherwise, for accidents or injuries sustained by individual or groups of individuals while using the facilities.
- The Charter Township of Ypsilanti assumes no responsibility for damage or theft of personal items.
- The Township & organization using township buildings shall refrain from using Styrofoam products for use in Township Building (Charter Township of Ypsilanti Resolution 89-16)

The Center agrees:

- To provide a designated classroom at the Center (Room 103), Monday-Friday, and (Room 301) on Monday, Tuesday, and Wednesday evenings starting in the fall 2019 semester per the mutually agreed upon calendar.
- To allow persons to register for the college courses in accordance with the College's non-discrimination, Open Door Policy.
- To provide an on-site employee for the purpose of opening and closing the buildings and classrooms where College classes are conducted.
- To provide custodial and maintenance services for the facilities and grounds used by the College programs.
- To make classrooms physically accessible to the students and to see that the classrooms are kept open for College classes in a timely manner.
- To provide security and safety arrangements for college faculty and students similar to those provided to the employees and participants of the Center.

- In addition to the mutually agreed upon calendar that recognizes the Center's furloughs and planned closures, on certain school days, the Center may be closed due to inclement weather. On these days, College classes may not meet.

General Provisions:

- For the duration of this contract, this agreement covers use of the permanent space (Room 103) and the use of (Room 301) Monday, Tuesday & Wednesday evenings from 5-8 pm. Orientation, entry assessment, advising, counseling sessions, and staff professional development will generally be conducted between 9:00am-8:00pm, Monday-Friday based upon the mutually agreed calendar.
- It shall be the individual responsibility of each of the parties to carry and maintain its own insurance of public liability and property damage.
- The Center and the College further agree to negotiate any changes that may be deemed necessary as a result of changed circumstances and to amend the contract through mutual agreement at any time during the said contract period.
- The School and the College agree to be bound by the provisions of this operating agreement for the period July 1, 2019 through June 30, 2020 for the total sum of \$18,000.00 derived from the 2019-20 Adult Transitions/Washtenaw Intermediate School District (WISD) Section 107 Grant Budget. The total sum will be paid in two equal installments of \$9000 by October 22, 2019 and January 31, 2020 and will be made payable to the Charter Township of Ypsilanti.

Responsible College Administrator Bonnie Truhn, Adult Transitions Manager

College Area/Office Adult Basic Education FOAPAL: 24450-44450-7507-440-10261

  
 \_\_\_\_\_  
 William L. Johnson  
 WCC Vice President & Chief Financial Officer

7/25/19  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Township Supervisor/Designee  
 Charter Township of Ypsilanti

\_\_\_\_\_  
 Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/09/2019

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).

<b>PRODUCER</b> Willis of Michigan, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> 1-877-945-7378		<b>FAX (A/C, No):</b> 1-888-467-2378	
	<b>E-MAIL ADDRESS:</b> certificates@willis.com			
<b>INSURED</b> Washtenaw Community College 4800 E Huron River Dr Ann Arbor, MI 48105	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	<b>INSURER A:</b> Travelers Indemnity Company of America		25666	
	<b>INSURER B:</b>			
	<b>INSURER C:</b>			
	<b>INSURER D:</b>			
	<b>INSURER E:</b>			
<b>INSURER F:</b>				

**COVERAGES**

CERTIFICATE NUMBER: W11993529

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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		Y-630-2930B693-TIL-19	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 10,000
	<b>AUTOMOBILE LIABILITY</b>						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						GENERAL AGGREGATE \$ 8,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					
	<b>UMBRELLA LIAB</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per person) \$
	DED	RETENTION \$					BODILY INJURY (Per accident) \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PROPERTY DAMAGE (Per accident) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N					
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					PER STATUTE
							OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Ypsilanti Township is included as an Additional Insured as respects to General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

Ypsilanti Township 7200 S. Huron Drive 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.
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Charles T. Draper</i>

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



*Charter Township of Ypsilanti*


**Recreation Department/  
Community Center**

2025 East Clark Road  
Ypsilanti, MI 48198  
Phone: (734) 544-3807  
Fax: (734) 544-3888  
50 & Beyond: (734) 544-3838  
www.ytown.org

## Memorandum

**TO:** Ypsilanti Township Board of Trustees

**CC:** Javonna Neel

**FROM:** Angie Verges, Recreation Services Manager 

**DATE:** June 7, 2019

**RE:** Board Agenda Item: Contract with the National Kidney Foundation – Enhance Fitness

The Recreation Department has collaborated with the National Kidney Foundation (NKFM) past ten years, to offer Enhance Fitness at the Ypsilanti Township Community Center. Enhance Fitness is an exercise program for Seniors at various fitness levels. We would like to continue this partnership. Attached is the contract from NKFM to continue offering classes at our facility for 2020.

There is no cost for us to offer the Enhance Fitness program. However, we are asked to sign an agreement this year because NKFM has requested grant funding for our location. The funding they have requested will be used to replaced weights or other equipment needed for the program.

Please place this item on the June 18, 2019 Township Board meeting agenda for review/approval. Debbie Aue can answer any questions in my absence, pertaining to this agreement.



Ypsilanti Township Recreation Department

Program: Enhance<sup>®</sup>Fitness

**VENUE ACCESS AGREEMENT**

This Venue Access Agreement ("Agreement") is dated as of the date below and is by and between The National Kidney Foundation of Michigan ("NKFM") and the Ypsilanti Township Recreation Department ("Owner"). Owner acknowledges and agrees that the person that signs this Agreement on Owner's behalf is Owner's authorized representative and NKFM's primary contact for purposes of this Agreement.

**1. Venue.** Owner hereby grants to NKFM the right to use the venue described in Exhibit A ("Venue"), during the time periods listed in Exhibit A and such other time periods as the parties may otherwise agree, for the purposes described in Exhibit A. Owner shall comply with the protocols and requirements described in Exhibit B, as may be updated from time to time by NKFM, and shall deliver the Venue and all related furniture, fixtures and equipment in good, clean, safe and secure order and condition.

**2. Term and Termination.** The term of this Agreement shall begin on the date listed below and shall continue for one year. Notwithstanding the foregoing, either party may terminate this Agreement at any time and for any or no reason upon ten (10) days' prior written notice to the other party. For the avoidance of doubt, the Exhibits to this Agreement shall remain in full force and effect throughout the initial term and any renewal term of this Agreement unless otherwise amended in accordance with this Agreement.

**3. Equipment, Utilities, Janitorial Services and Laws.** Owner shall provide NKFM use of the furniture, fixtures and equipment located in the Venue and the building in which the Venue is situated, as well as such other furniture, fixtures and equipment that are described in Exhibit B. Owner shall also provide the Venue with heat, air conditioning, cold and hot water and electricity for lighting and operation, as well as janitorial services, including trash removal. Owner shall comply with all applicable laws in connection with this Agreement and represents and warrants that it has the full right, power and authority to enter into, grant the rights and licenses and otherwise perform its obligations under this Agreement.

**4. Confidentiality.** All non-public, confidential or proprietary information of NKFM, its related persons or entities or its program participants is confidential and may not be disclosed or copied by Owner at any time unless authorized by NKFM in writing.

**5. Financial Obligations and Liability.**

(a) The parties shall comply with their financial and other obligations described in Exhibit C, which may be updated from time to time by the parties.

(b) Owner shall indemnify, defend and hold NKFM and its officers, directors, employees, agents, related persons and entities, contractors, affiliates, successors and assigns, as well as all program participants, against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs and expenses of whatever kind, including reasonable attorney fees, relating to, arising out of or resulting from (i) bodily injury, death of any person or damage to or theft of real or tangible personal property resulting from Owner's acts or omissions or those of Owner's personnel, agents, representatives, contractors, related persons or

Ypsilanti Township Recreation Department

Program: Enhance® Fitness

entities (collectively "Owner's Personnel"); (ii) breach of this Agreement by Owner or Owner's Personnel; or (iii) a claim arising out of or occurring in connection with the negligence or willful misconduct of the Owner or the Owner's Personnel.

(c) NKFM shall indemnify, defend and hold Owner and its officers, directors, employees, agents, related persons and entities, contractors, affiliates, successors and assigns, against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs and expenses of whatever kind, including reasonable attorney fees, relating to, arising out of or resulting from (i) bodily injury, death of any person or damage to or theft of real or tangible personal property resulting from NKFM's acts or omissions or those of NKFM's personnel, agents, representatives, contractors, related persons or entities (collectively, "NKFM Personnel"); (ii) breach of this Agreement by NKFM or NKFM Personnel; or (iii) a claim arising out of or occurring in connection with the negligence or willful misconduct of NKFM or the NKFM Personnel.

(d) IN NO EVENT WILL NKFM BE LIABLE TO OWNER, ANY OWNER'S PERSONNEL OR TO ANY THIRD PARTY FOR (i) ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGE OR (ii) AGGREGATE DAMAGES IN EXCESS OF \$10,000, REGARDLESS OF WHETHER ANY SUCH DAMAGE ARISES OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE OR WHETHER ANY SUCH DAMAGE WAS FORESEEABLE OR WHETHER OR NOT NKFM HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**6. Insurance.** At all times during the term of this Agreement and for a period of two (2) years thereafter, Owner shall maintain commercial general liability insurance coverage with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of NKFM under this Agreement. Such insurance policy shall waive any right of subrogation of the insurers against NKFM, provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of NKFM shall be excess and non-contributory and name NKFM and its related persons and entities as additional insureds.

**7. Intellectual Property.** As between NKFM and Owner, NKFM is and shall be the sole and exclusive owner of (a) all right, title and interest in and to the program that it operates in connection with the Venue and any and all copyrights, trademarks, logos, patents, trade secrets, information, documents, data, know-how, methodologies and other materials and intellectual property rights (collectively, "Intellectual Property") related thereto; and (b) all Intellectual Property developed or acquired by NKFM prior to or independently of this Agreement. Nothing in this Agreement shall, by implication, estoppel or otherwise, grant Owner any rights in any of the foregoing, including, without limitation, any trademarks or logos, and Owner shall refrain from using the NKFM or program names or logos, or any other NKFM Intellectual Property, without first obtaining NKFM's prior written consent.

**8. Miscellaneous.** This Agreement, including its exhibits, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties regarding such subject matter. All notices and other communications under this Agreement must be in writing and addressed to the other party at its address set forth below. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or

Ypsilanti Township Recreation Department

Program: Enhance®Fitness

unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible. Except as set forth above, no amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each party. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise. This Agreement and all matters arising out of or relating to this Agreement is governed by and is to be construed in accordance with the laws of the State of Michigan, without regard to the conflict of laws provisions thereof. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. The provisions of this Agreement that, by their nature, survive its expiration or termination, including, without limitation, Sections 4, 5, 6 and 7, shall so survive. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Ypsilanti Township Recreation Department

Program: Enhance®Fitness

This agreement shall be effective on July 1, 2019 and terminates June 30, 2020. This agreement will automatically renew annually, unless either party needs to make changes or decides to terminate the agreement. It is understood by both parties that at anytime this agreement may be terminated by written notification from either party to the other.

National Kidney Foundation of Michigan

Ypsilanti Township Recreation Department

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Charlene Cole

Name: Brenda Stumbo

Title: Vice President NKFM

Title: Ypsilanti Township Supervisor

Address: 1169 Oak Valley Drive, Ann Arbor, MI  
48108

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Signature: \_\_\_\_\_

Name: Karen Lovejoy Roe

Title: Ypsilanti Township Clerk

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Ypsilanti Township Recreation Department  
Program: Enhance<sup>®</sup>Fitness

**EXHIBIT A**

**VENUE, TIME PERIODS, PURPOSE**

**Venue Description:**

Ypsilanti Township Recreation Department, 2025 E. Clark Road, Ypsilanti, MI 48198

**Phone Number:**

Office 734-544-3838

**Program Contact People:**

Debbie Aue, [daue@ytown.org](mailto:daue@ytown.org)

Angie Verges, [averges@ytown.org](mailto:averges@ytown.org)

**Purpose:**

Operation of the EnhanceFitness Program.

**Room where the EnhanceFitness Program will take place:**

Gym

**Square Footage:**

62' x 26' = 1612 sq. ft.

**Days/Times of the Week for EnhanceFitness Classes:**

5 Classes\*/week:

Monday, Wednesday, Friday 10:30 – 11:30am

Tuesday, Thursday (EF Lite) 10:30 – 11:30am\*

1 hour each session with 15 minutes before and after for set up/take down.

\* The number of days/week that classes may be offered will be dependent on funding.

Ypsilanti Township Recreation Department  
Program: Enhance<sup>®</sup>Fitness

**EXHIBIT B**

**OWNER REQUIREMENTS**

- Provide an ADA accessible facility large enough to hold an Enhance<sup>®</sup>Fitness (EF) class for participants.
- Provide a chair for every participant to use during an EF class.
- Maximum number of participants in class will be: 50
- Provide an Automated External Defibrillator (AED) Machine in a location accessible to NKFM EF Instructor.
- Have a First Aid Kit available and accessible to EF instructors.
- Owner shall keep equipment cart in secure office (includes weights, CPR mask, and lockbox).
- Owner shall lock the office where equipment kept at the end of the day.
- As agreed upon between NKFM and Owner, Owner shall be responsible for loss or theft of equipment from the cart.
- Communicate with participants.
- When deemed necessary, by NKFM staff, manage the confidential collection of waivers, attendance, participant demographic data, fitness checks and health and income information as required by NKFM.
- Follow HIPAA requirements at all times when managing the collection of confidential participant information.
- Recruit participants to attend EF classes, which is inclusive for all adults with varying fitness abilities, including those with intellectual and developmental disabilities and those in wheelchairs.
- Discuss sustainability plan with NKFM, if funding was to change.
- Actively and diligently offer and promote NKFM's services and the EF program, subject to Section 7 of the Agreement.
- Carry out its obligations under the Agreement and otherwise act with a high degree of professionalism, due diligence, care and efficiency.
- Not in any manner represent that it has any ownership in NKFM's intellectual property or that of the EF program.
- Not at any time do, or cause to be done, any act or thing in any way impairing or tending to impair, or challenge the validity of, any part of NKFM's intellectual property or that of the EF program.
- Ensure that the NKFM and EF logos appear on all Owner materials that are relevant to promoting the EF program in the community. This includes brochures, promotional materials, and resource materials, as well as recognition in all media materials such as news releases, public service announcements, online and social media, and event listings.

Ypsilanti Township Recreation Department  
Program: Enhance<sup>®</sup>Fitness

**EXHIBIT C**

**FINANCIAL OBLIGATIONS**

**Renewing an EnhanceFitness (EF) at Ypsilanti Township Recreation Department at 5 classes/week:**

**Value: \$14,800**

**Cost to Ypsilanti Township Recreation Department (Owner): \$Zero.**

**Owner agrees to:**

- Host **five** EF classes per week for 49-50 weeks per year.
  - No EF classes will be held during the 2-3 week period of the winter holidays. (Verify holiday dates with EF Coordinator by October 1<sup>st</sup>).
- Notify NKFM in a timely manner if classes must be cancelled or postponed for any reason.
- Notify NKFM the first of the calendar year for annual scheduled closures, such as holidays, voting, other events.
- Assist with secure storage of EF participant donations until they can be sent to NKFM.

**The National Kidney Foundation of Michigan (NKFM) agrees to:**

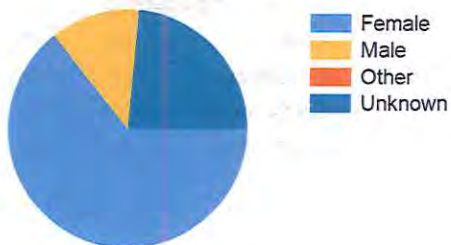
- Schedule, pay, and provide oversight to NKFM EF Instructors as funding is available.
- Provide NKFM EF Staff Coordinator support (~1 day/month).
- Provide data management and reports.
- Obtain EF license from Sound Generations.
- Includes training/mentoring of new EF Instructors, if needed.
- Collect participant donations to help sustain the program.
- Seek grant funding to aid in the sustainability of the program.
- Obtain liability insurance.

# Demographic Profile

Includes participants with attendance between 10/1/2008 - 4/30/2019

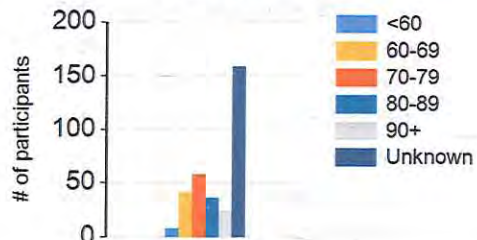
Total # of Participants with Attendance: 326

**Participant Gender**



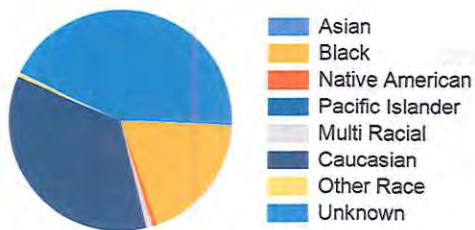
Gender		
Female	210	64%
Male	39	12%
Other	0	0%
Unknown	77	24%

**Participant Age**



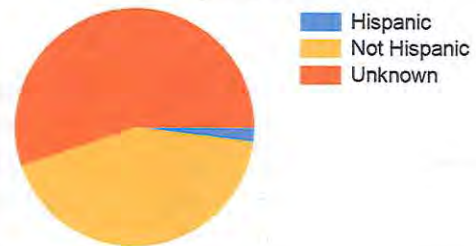
Age		
< 60	8	2%
60-69	41	13%
70-79	58	18%
80-89	36	11%
90+	24	7%
Unknown	159	49%

**Participant Race**



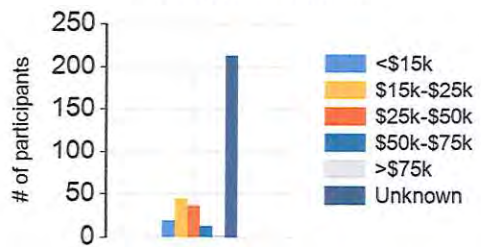
Race		
Asian	2	1%
Black	62	19%
Native American	2	1%
Pacific Islander	0	0%
Caucasian	115	35%
Other	2	1%
Multi-Racial	3	1%
Unknown	140	43%

**Participant Ethnicity**



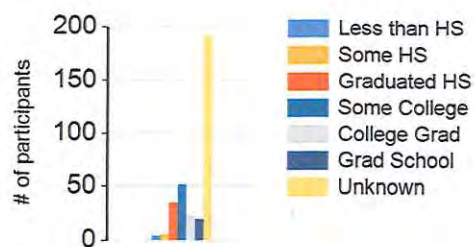
Ethnicity		
Hispanic/Latino	6	2%
Non-Hispanic/Latino	140	43%
Unknown	180	55%

**Participant Income**



Income		
<\$15k	18	6%
\$15k-24,999	44	13%
\$25k-49,999	36	11%
\$50k-74,999	12	4%
>\$75k	3	1%
Unknown	213	65%

**Participant Education**



Education		
<High School	4	1%
Some High School	5	2%
High School Grad	34	10%
Some College	51	16%
College Grad	22	7%
Graduate School	19	6%
Unknown	191	59%

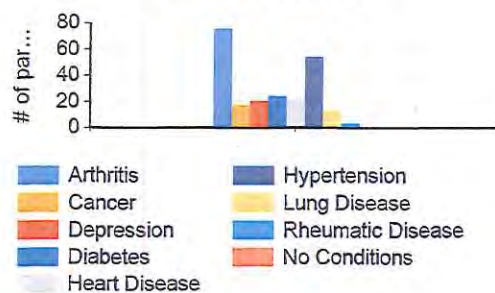


# Demographic Profile

Includes participants with attendance between 10/1/2008 - 4/30/2019

Total # of Participants with Attendance: 326

### Chronic Diseases

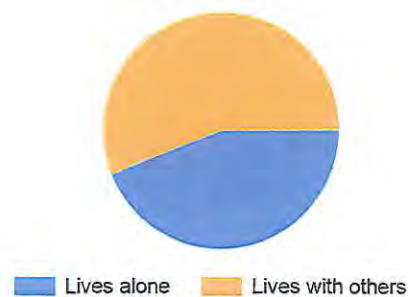


### Chronic Conditions (NKFM)

Total with Health History: 260

Arthritis	75	29%
Cancer	17	7%
Depression	20	8%
Diabetes	24	9%
Heart Disease	21	8%
Hypertension	54	21%
Lung Disease	13	5%
Rheumatic Dis.	3	1%
No Conditions	0	0%

### Household



### Household

Alone	64	20%
with one other	59	18%
with 2+ others	23	7%
with Children	11	3%

### Identify as...

having difficulty speaking English	1	0%
having difficulty understanding English	1	0%
speaking a language other than English at home	8	2%
having a disability	35	11%
being an immigrant	1	0%
being a U.S. veteran	6	2%

### Marital Status

Single	10	3%
Partnered	1	0%
Married	41	13%
Separated	0	0%
Divorced	30	9%
Widowed	24	7%
Unknown	220	67%

### Insurance

Medicare	35	11%
Medicaid	4	1%
Private	27	8%

# **SET PUBLIC HEARING DATE**

---

- A. SET PUBLIC HEARING DATE OF TUESDAY,  
SEPTEMBER 17, 2019 AT  
APPROXIMATELY 7:00PM -CREATION  
OF STREETLIGHT SPECIAL  
ASSESSMENT DISTRICT FOR  
MAJESTIC PONDS AND PONDS AT  
LAKEWOOD

**Zimbra****klovejoyroe@ytown.org**

---

**Fwd: Lombardo request for creation of SAD for lights at Majestic Ponds and Ponds @ Lakewood (condos)**

---

**From :** Karen Lovejoy Roe  
<klovejoyroe@ytown.org>

Thu, May 23, 2019 02:02 PM

 3 attachments

**Subject :** Fwd: Lombardo request for creation of SAD  
for lights at Majestic Ponds and Ponds @  
Lakewood (condos)

**To :** Brandon Faron  
<brandon.faron@dteenergy.com>

**Cc :** Karen Lovejoy Roe  
<klovejoyroe@ytown.org>, Lisa Stanfield  
<lstanfield@ytown.org>

Hello Brandon,

Please see attachment for the development that we need lights for.  
Please provide the layout and the cost for the lights for these  
three streets listed below which can be found on the attached map.  
Thank you,. karen

----- Forwarded Message -----

From: "Mark Roebuck" <mroebuck@lombardohomes.com>  
To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>  
Cc: "Nancy Wrybkowski" <nwrybkowski@ytown.org>, "Michael Radzik"  
<mradzik@ytown.org>, "Lisa Stanfield" <lstanfield@ytown.org>  
Sent: Thursday, May 23, 2019 1:36:54 PM  
Subject: RE: Lombardo request for creation of SAD for lights at  
Majestic Ponds and Ponds @ Lakewood (condos)

Karen,

I've attached a street light plan for your reference. Streets are  
Huron River Lane, Nature View and Ravine Court. All the lights  
will be installed on Lombardo owned property.

The lighting will service Majestic Ponds (37 units) and Ponds at  
Lakewood (16 units) condos.

MARK ROEBUCK  
Land Development Analyst

-----  
-----  
LOMBARDO COMPANIES  
13001 23 Mile Road, Suite 200  
Shelby Township, MI 48315  
Phone: 586.781.2369  
Cell: 586.524.3603  
Fax: 888.306.9481  
lombardohomes.com  
lombardohomes.com/blog

[cid:image004.jpg@01D13337.E327A8A0]  
<<https://www.facebook.com/LombardoHomesMI>>  
[cid:image005.jpg@01D13337.E327A8A0]  
<<https://www.linkedin.com/company/lombardo-homes/>>

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From: Michael Radzik <[mradzik@ytown.org](mailto:mradzik@ytown.org)>  
Sent: Thursday, May 23, 2019 1:27 PM  
To: Mark Roebuck <[mroebuck@lombardohomes.com](mailto:mroebuck@lombardohomes.com)>  
Cc: Nancy Wrybkowski <[nwrybkowski@ytown.org](mailto:nwrybkowski@ytown.org)>  
Subject: Re: Lombardo request for creation of SAD for lights at Majestic Ponds and Ponds @ Lakewood (condos)

Mark - I guess the clerk's office wants all of the data from you.

---

Michael Radzik | Director - Office of Community Standards |  
Charter Township of Ypsilanti <<https://ytown.org>>  
7200 S. Huron River Drive | Ypsilanti, MI

48197<<https://www.google.com/maps/place/7200+S+Huron+River+Dr,+Ypsilanti,+MI+48197/@42.2142779,-83.6160586,17z/data=!3m1!4b1!4m5!3m4!1s0x883b582394a92def:0xd993a73e2eb53189!8m2!3d42.2142779!4d-83.6138699>> |  
Direct: (734) 544-3730 Cell: (734) 320-4705

---

From: "Michael Radzik"  
<[mradzik@ytown.org](mailto:mradzik@ytown.org)<<mailto:mradzik@ytown.org>>>  
To: "Karen Lovejoy Roe"  
<[klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org)<<mailto:klovejoyroe@ytown.org>>>  
Cc: "Mark Roebuck"  
<[mroebuck@lombardohomes.com](mailto:mroebuck@lombardohomes.com)<<mailto:mroebuck@lombardohomes.com>>>, "Lisa Stanfield"  
<[lstanfield@ytown.org](mailto:lstanfield@ytown.org)<<mailto:lstanfield@ytown.org>>>, "Nancy Wrybkowski"  
<[nwrybkowski@ytown.org](mailto:nwrybkowski@ytown.org)<<mailto:nwrybkowski@ytown.org>>>  
Sent: Thursday, May 23, 2019 9:49:30 AM  
Subject: Re: Lombardo request for creation of SAD for lights at Majestic Ponds and Ponds @ Lakewood (condos)

Karen,

We have all the requested information. I have briefed Nancy and she will provide what you need. All of the Majestic Ponds parcels (37) are owned by Lombardo and there are 16 other condo units at Lakewood Ponds that are privately owned that will be included in the SAD.

---

Michael Radzik | Director - Office of Community Standards |  
Charter Township of Ypsilanti<<https://ytown.org>>  
7200 S. Huron River Drive | Ypsilanti, MI  
48197<<https://www.google.com/maps/place/7200+S+Huron+River+Dr,+Ypsilanti,+MI+48197/@42.2142779,-83.6160586,17z/data=!3m1!4b1!4m5!3m4!1s0x883b582394a92def:0xd993a73e2eb53189!8m2!3d42.2142779!4d-83.6138699>> |  
Direct: (734) 544-3730 Cell: (734) 320-4705

---

From: "Karen Lovejoy Roe"  
<[klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org)<<mailto:klovejoyroe@ytown.org>>>  
To: "Mark Roebuck"  
<[mroebuck@lombardohomes.com](mailto:mroebuck@lombardohomes.com)<<mailto:mroebuck@lombardohomes.com>>>  
Cc: "Michael Radzik"

<mradzik@ytown.org<mailto:mradzik@ytown.org>>, "Karen Lovejoy Roe"  
<klovejoyroe@ytown.org<mailto:klovejoyroe@ytown.org>>, "Lisa  
Stanfield" <lstanfield@ytown.org<mailto:lstanfield@ytown.org>>  
Sent: Wednesday, May 22, 2019 6:47:06 PM  
Subject: Lombardo request for creation of SAD for lights at  
Majestic Ponds and Ponds @ Lakewood (condos)

Hello Mark,

Please provide me with a list of streets where you want the lights  
installed and also a map with the streets highlighted. Once I  
receive those I can start the SAD process for these streets.  
Also are all the properties still owned by Lombardo? Please  
provide the name(s) of the two condo developments that you are  
requesting the township to create the SAD for lights for. thanks,  
karen

----- Original Message -----

From: "Mark Roebuck"  
<mroebuck@lombardohomes.com<mailto:mroebuck@lombardohomes.com>>  
To: "Michael Radzik"  
<mradzik@ytown.org<mailto:mradzik@ytown.org>>, "Karen Lovejoy Roe"  
<klovejoyroe@ytown.org<mailto:klovejoyroe@ytown.org>>  
Cc: "Brenda Stumbo" <bstumbo@ytown.org<mailto:bstumbo@ytown.org>>,  
"Charlotte Wilson" <cwilson@ytown.org<mailto:cwilson@ytown.org>>,  
"Dave Bellers" <dbellers@ytown.org<mailto:dbellers@ytown.org>>  
Sent: Tuesday, May 21, 2019 9:06:34 AM  
Subject: RE: Majestic Ponds - Street Lighting SAD

Mike,

No current SAD exists as the lights that are out there are  
privately maintained and paid for.

As the new lights will benefit both condos I'd like the SAD to  
cover all 53 units out there. (Majestic Ponds 37 units & Ponds at  
Lakewood 16 units)

MARK ROEBUCK  
Land Development Analyst

-----  
-----  
LOMBARDO COMPANIES

13001 23 Mile Road, Suite 200  
Shelby Township, MI 48315  
Phone: 586.781.2369  
Cell: 586.524.3603  
Fax: 888.306.9481  
lombardohomes.com  
lombardohomes.com/blog

[cid:image004.jpg@01D13337.E327A8A0]

<<https://www.facebook.com/LombardoHomesMI>>

[cid:image005.jpg@01D13337.E327A8A0]

<<https://www.linkedin.com/company/lombardo-homes/>>

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From: Michael Radzik <[mradzik@ytown.org](mailto:mradzik@ytown.org)<<mailto:mradzik@ytown.org>>>  
Sent: Tuesday, May 21, 2019 8:44 AM  
To: Mark Roebuck  
<[mroebuck@lombardohomes.com](mailto:mroebuck@lombardohomes.com)<<mailto:mroebuck@lombardohomes.com>>>;  
Karen Lovejoy Roe  
<[klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org)<<mailto:klovejoyroe@ytown.org>>>  
Cc: Brenda Stumbo <[bstumbo@ytown.org](mailto:bstumbo@ytown.org)<<mailto:bstumbo@ytown.org>>>;  
Charlotte Wilson <[cwilson@ytown.org](mailto:cwilson@ytown.org)<<mailto:cwilson@ytown.org>>>;  
Dave Bellers <[dbellers@ytown.org](mailto:dbellers@ytown.org)<<mailto:dbellers@ytown.org>>>  
Subject: Re: Majestic Ponds - Street Lighting SAD

By copy of this email to Karen Roe, please initiate the process to establish the street lighting SAD for Majestic Ponds.

Mark, will the SAD be only for Majestic Ponds, or will it include Ponds at Lakewood? Is there an existing SAD for Lakewood?

---

Michael Radzik | Director - Office of Community Standards |

Charter Township of Ypsilanti<<https://ytown.org>>  
7200 S. Huron River Drive | Ypsilanti, MI  
48197<<https://www.google.com/maps/place/7200+S+Huron+River+Dr,+Ypsilanti,+MI+48197/@42.2142779,-83.6160586,17z/data=!3m1!4b1!4m5!3m4!1s0x883b582394a92def:0xd993a73e2eb53189!8m2!3d42.2142779!4d-83.6138699>> |  
Direct: (734) 544-3730 Cell: (734) 320-4705

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From: "Mark Roebuck"  
<[mroebuck@lombardohomes.com](mailto:mroebuck@lombardohomes.com)<<mailto:mroebuck@lombardohomes.com><<mailto:mroebuck@lombardohomes.com><<mailto:mroebuck@lombardohomes.com>>>>>  
To: "Michael Radzik"  
<[mrادzik@ytown.org](mailto:mrادzik@ytown.org)<<mailto:mrادzik@ytown.org><<mailto:mrادzik@ytown.org>>>>  
Sent: Tuesday, May 21, 2019 8:40:11 AM  
Subject: Majestic Ponds - Street Lighting SAD

Mike,

I would like to request the Township start preceding's on the street lighting SAD at Majestic Ponds. The retro-work at the site has caused the existing street lighting to be nonfunctional until DTE completes its onsite work. Existing residents in the Ponds at Lakewood have expressed some concern the area is 'darker' now at night without the lighting. Originally I told them the new SAD lights would be installed later in the year but with their concerns I promised I would look into getting the ball rolling earlier on the street lighting.

Can you help with this.

Thanks again,

MARK ROEBUCK  
Land Development Analyst

-----  
-----  
LOMBARDO COMPANIES  
13001 23 Mile Road, Suite 200  
Shelby Township, MI 48315  
Phone: 586.781.2369  
Cell: 586.524.3603



Fax: 888.306.9481  
lombardohomes.com  
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<<https://twitter.com/YpsilantiTwp>>  
[[https://ytown.org/ytown\\_email\\_logos/facebook-logo-90-30.png](https://ytown.org/ytown_email_logos/facebook-logo-90-30.png)]  
<[https://ytown.org/ytown\\_email\\_logos/](https://ytown.org/ytown_email_logos/)>

--

Karen Lovejoy Roe  
Clerk  
Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197  
734.484.4700  
[ <mailto:klovejoyroe@ytown.org> |  
[klovejoyroe@ytown.org](mailto:klovejoyroe@ytown.org)<<mailto:klovejoyroe@ytown.org>> ]  
For Ypsilanti Township News go to [ <http://ytown.org/> | [ytown.org](http://ytown.org) ]



July 5, 2019

Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197  
Attn: Karen Lovejoy Roe

Re: Charter Township of Ypsilanti-Majestic Ponds

Attached is the agreement for the work to be performed in the budget letter that was sent on July 5, 2019. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check or Purchase Order in the amount of **\$24,244.75** is also required at this time. Please return **BOTH** signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

DTE Energy  
8001 Haggerty Rd.  
Belleville, MI 48111  
140 WWSC-Brandon Faron

Upon receipt of BOTH signed copies (and payment), we (DTE Energy) will then sign BOTH copies and return ONE original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,

*Brandon R. Faron*

Brandon R. Faron  
Account Manager  
Community Lighting


**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of July 5, 2019 between DTE Electric Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 7, 2018 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	54424797	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Majestic Ponds Subdivision-Textile Rd and Huron River Ln], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	7	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install seven (7) 39w LED "Basic" Granvilles and seven (7) Code 16 posts on concrete foundations. Also need to remove private lights at 4 locations within development. Partially remove (grind down) foundations. Abandon existing cable.	
5. Estimated Total Annual Lamp Charges	\$1,657.32	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$29,216.71
	Credit for 3 years of lamp charges:	\$4,971.96
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$24,244.75</b>
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices  _____ 	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at N/A.  
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: N/A Title: N/A  
Phone Number: N/A Email: N/A

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

\*\*\*\*\*

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

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

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

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

Customer:

Charter Township of Ypsilanti

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

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

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



**Attachment 1 to Purchase Agreement**

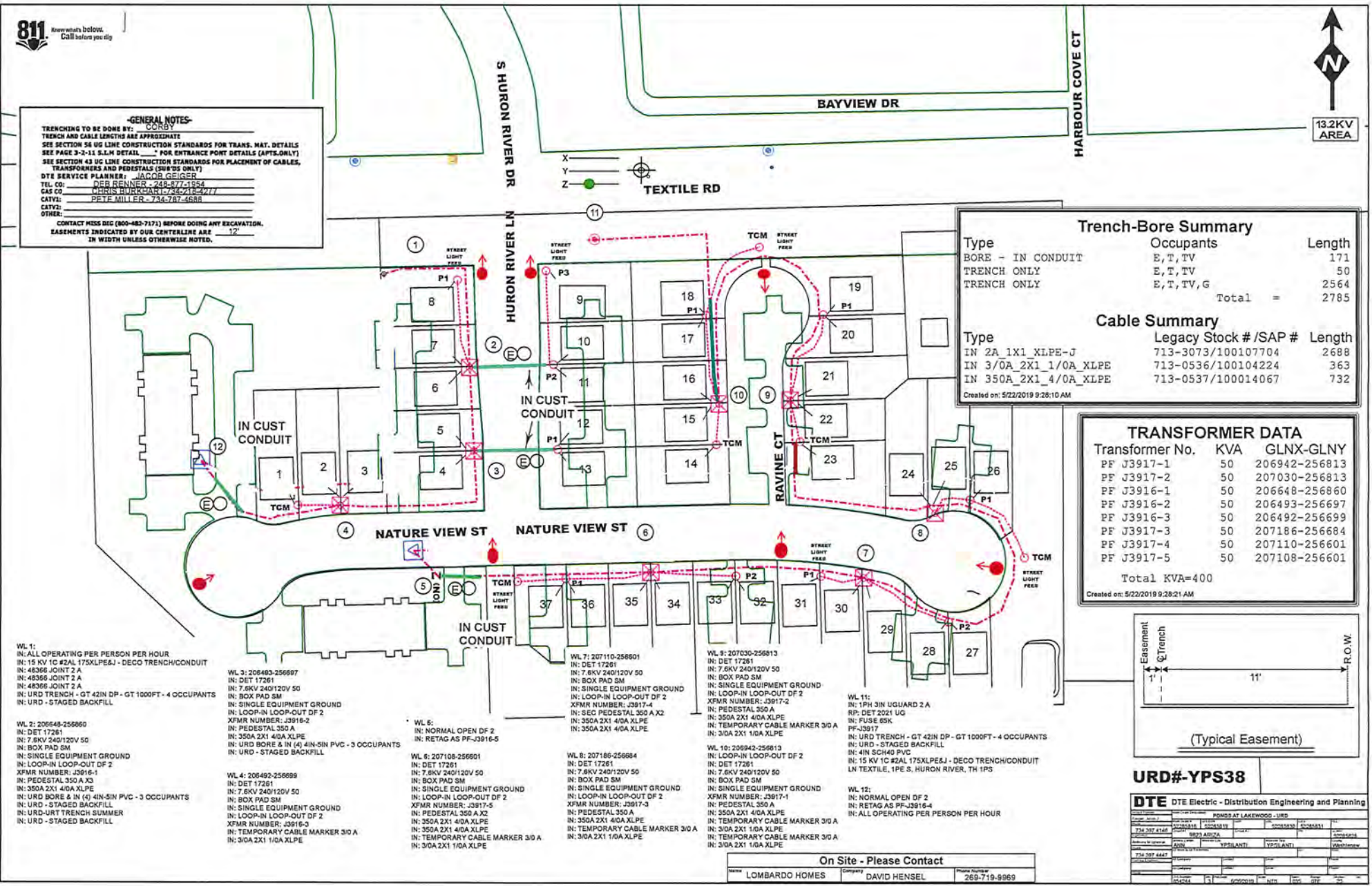
**Map of Location**

[To be attached]



**GENERAL NOTES - CORBY**

TRENCHING TO BE DONE BY: CORBY  
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE  
 SEE SECTION 36 UG LINE CONSTRUCTION STANDARDS FOR TRANS. MAT. DETAILS  
 SEE PAGE 3-11 S.L.M. DETAILS FOR ENTRANCE POINT DETAILS (APPL. ONLY)  
 SEE SECTION 43 UG LINE CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUBS ONLY)  
 DTE SERVICE PLANNER: JACOB GEIGER  
 TEL CO: DEB BENNER - 269-971-1954  
 GAS CO: CHRIS BURKART - 734-218-4277  
 CATV: PETE MILLER - 734-787-9888  
 OTHER:  
 CONTACT MISS DIEG (800-482-7171) BEFORE DOING ANY EXCAVATION.  
 EASEMENTS INDICATED BY OUR CENTERLINE ARE IN WIDTH UNLESS OTHERWISE NOTED.



**Trench-Bore Summary**

Type	Occupants	Length
BORE - IN CONDUIT	E, T, TV	171
TRENCH ONLY	E, T, TV	50
TRENCH ONLY	E, T, TV, G	2564
Total =		2785

**Cable Summary**

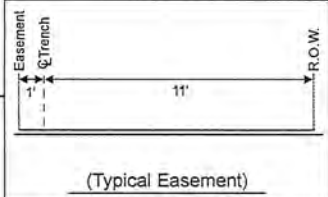
Type	Legacy Stock # /SAP #	Length
IN 2A 1X1_XLPE-J	713-3073/100107704	2688
IN 3/0A 2X1 1/0A_XLPE	713-0536/100104224	363
IN 350A 2X1 4/0A_XLPE	713-0537/100014067	732

Created on: 5/22/2019 9:28:10 AM

**TRANSFORMER DATA**

Transformer No.	KVA	GLNX-GLNY
PF J3917-1	50	206942-256813
PF J3917-2	50	207030-256813
PF J3916-1	50	206648-256860
PF J3916-2	50	206493-256697
PF J3916-3	50	206492-256699
PF J3917-3	50	207186-256684
PF J3917-4	50	207110-256601
PF J3917-5	50	207108-256601

Total KVA=400  
 Created on: 5/22/2019 9:28:21 AM



- WL 1:  
 IN: ALL OPERATING PER PERSON PER HOUR  
 IN: 15 KV 1C #2AL 175XLPE&J - DECO TRENCH/CONDUIT  
 IN: 48366 JOINT 2 A  
 IN: 48366 JOINT 2 A  
 IN: 48366 JOINT 2 A  
 IN: URD TRENCH - GT 42IN DP - GT 1000FT - 4 OCCUPANTS  
 IN: URD - STAGED BACKFILL
- WL 2: 206648-256660  
 IN: DET 17261  
 IN: 7.6KV 240/120V 50  
 IN: BOX PAD SM  
 IN: SINGLE EQUIPMENT GROUND  
 IN: LOOP-IN LOOP-OUT DF 2  
 XPMR NUMBER: J3916-1  
 IN: PEDESTAL 350 A X3  
 IN: 350A 2X1 4/0A XLPE  
 IN: URD BORE & IN (4) 4IN-SIN PVC - 3 OCCUPANTS  
 IN: URD - STAGED BACKFILL  
 IN: URD-URT TRENCH SUMMER  
 IN: URD - STAGED BACKFILL

- WL 3: 206483-256697  
 IN: DET 17261  
 IN: 7.6KV 240/120V 50  
 IN: BOX PAD SM  
 IN: SINGLE EQUIPMENT GROUND  
 IN: LOOP-IN LOOP-OUT DF 2  
 XPMR NUMBER: J3916-2  
 IN: PEDESTAL 350 A  
 IN: 350A 2X1 4/0A XLPE  
 IN: URD BORE & IN (4) 4IN-SIN PVC - 3 OCCUPANTS  
 IN: URD - STAGED BACKFILL
- WL 4: 206492-256699  
 IN: DET 17261  
 IN: 7.6KV 240/120V 50  
 IN: BOX PAD SM  
 IN: SINGLE EQUIPMENT GROUND  
 IN: LOOP-IN LOOP-OUT DF 2  
 XPMR NUMBER: J3916-3  
 IN: TEMPORARY CABLE MARKER 3/0 A  
 IN: 3/0A 2X1 1/0A XLPE

- WL 5:  
 IN: NORMAL OPEN DF 2  
 IN: RETAG AS PF-J3916-5
- WL 6: 207108-256601  
 IN: DET 17261  
 IN: 7.6KV 240/120V 50  
 IN: BOX PAD SM  
 IN: SINGLE EQUIPMENT GROUND  
 IN: LOOP-IN LOOP-OUT DF 2  
 XPMR NUMBER: J3917-5  
 IN: PEDESTAL 350 A X2  
 IN: 350A 2X1 4/0A XLPE  
 IN: TEMPORARY CABLE MARKER 3/0 A  
 IN: 3/0A 2X1 1/0A XLPE

- WL 7: 207110-256601  
 IN: DET 17261  
 IN: 7.6KV 240/120V 50  
 IN: BOX PAD SM  
 IN: SINGLE EQUIPMENT GROUND  
 IN: LOOP-IN LOOP-OUT DF 2  
 XPMR NUMBER: J3917-4  
 IN: SEC PEDESTAL 350 A X2  
 IN: 350A 2X1 4/0A XLPE  
 IN: 350A 2X1 4/0A XLPE
- WL 8: 207186-256684  
 IN: DET 17261  
 IN: 7.6KV 240/120V 50  
 IN: BOX PAD SM  
 IN: SINGLE EQUIPMENT GROUND  
 IN: LOOP-IN LOOP-OUT DF 2  
 XPMR NUMBER: J3917-3  
 IN: PEDESTAL 350 A  
 IN: 350A 2X1 4/0A XLPE  
 IN: TEMPORARY CABLE MARKER 3/0 A  
 IN: 3/0A 2X1 1/0A XLPE

- WL 9: 207030-256813  
 IN: DET 17261  
 IN: 7.6KV 240/120V 50  
 IN: BOX PAD SM  
 IN: SINGLE EQUIPMENT GROUND  
 IN: LOOP-IN LOOP-OUT DF 2  
 XPMR NUMBER: J3917-2  
 IN: PEDESTAL 350 A  
 IN: 350A 2X1 4/0A XLPE  
 IN: TEMPORARY CABLE MARKER 3/0 A  
 IN: 3/0A 2X1 1/0A XLPE
- WL 10: 206842-256813  
 IN: LOOP-IN LOOP-OUT DF 2  
 IN: DET 17261  
 IN: 7.6KV 240/120V 50  
 IN: BOX PAD SM  
 IN: SINGLE EQUIPMENT GROUND  
 XPMR NUMBER: J3917-1  
 IN: PEDESTAL 350 A  
 IN: 350A 2X1 4/0A XLPE  
 IN: TEMPORARY CABLE MARKER 3/0 A  
 IN: 3/0A 2X1 1/0A XLPE

- WL 11:  
 IN: 1PH 3IN UGUARD 2 A  
 RP: DET 2021 UG  
 IN: FUSE 65K  
 PF-J3917  
 IN: URD TRENCH - GT 42IN DP - GT 1000FT - 4 OCCUPANTS  
 IN: URD - STAGED BACKFILL  
 IN: 4IN SCH40 PVC  
 IN: 15 KV 1C #2AL 175XLPE&J - DECO TRENCH/CONDUIT  
 LN TEXTILE, 1PE S, HURON RIVER, TH 1PS
- WL 12:  
 IN: NORMAL OPEN DF 2  
 IN: RETAG AS PF-J3916-4  
 IN: ALL OPERATING PER PERSON PER HOUR

**On Site - Please Contact**

NAME: LOMBARDO HOMES      COMPANY: DAVID HENSEL      PHONE NUMBER: 269-719-9969

**URD#-YPS38**

**DTE Electric - Distribution Engineering and Planning**

Project No.	Project Name	Project Location	Project Status
274 307 4148	PERIODS AT LAKEWOOD - URD	LAKEWOOD, MI	IN PROGRESS
274 307 4447	YPS38	YPS38, MI	IN PROGRESS

# **NEW BUSINESS**

---



# CHARTER TOWNSHIP OF YPSILANTI

## PROPOSED ORDINANCE 2019-489

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

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

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

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

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

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

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

\* \* \* \* \*

WITNESS:

THE CHARTER TOWNSHIP OF YPSILANTI

\_\_\_\_\_

\_\_\_\_\_  
Brenda L. Stumbo, Supervisor

\_\_\_\_\_

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

This Ordinance shall become effective upon the date of publication.

I, Karen Lovejoy-Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify that the foregoing Ordinance No. 2019-\_\_\_\_\_ consisting of (1) page was duly approved and adopted by the Charter Township of Ypsilanti Board of Trustees assembled at a meeting of said board held \_\_\_\_\_, 2019 after said

ordinance had previously been introduced at a meeting of the board held \_\_\_\_\_, 2019.  
I further certify the motion to adopt was made by member \_\_\_\_\_ and seconded  
by member \_\_\_\_\_. The vote on the motion is as follows:

Yes: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
          name           name           name           name           name

No: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
          name           name           name           name           name

Karen Lovejoy-Roe, Clerk  
Charter Township of Ypsilanti

PUBLISH: \_\_\_\_\_  
                  Day, Month, Year



Dedicated to Providing Top Quality, Cost Effective, and  
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD  
YPSILANTI, MICHIGAN 48198-9112  
TELEPHONE: 734-484-4600  
WEBSITE: [www.ycua.org](http://www.ycua.org)

July 26, 2019

**VIA EMAIL and USPS**

CHARTER TOWNSHIP of YPSILANTI  
Board of Trustees  
7200 South Huron Street  
Ypsilanti, Michigan 48198

Re: **YCUA Water and Sewer Rate Changes**

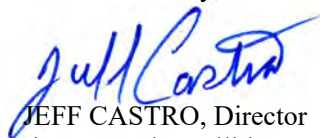
Dear Trustee:

At their regular meeting on August 28, 2019, the YCUA Board of Commissioners will consider a recommendation to the Ypsilanti Township Board of Trustees for a sewer and readiness to serve rate increase of 2% for the YCUA Township Division customers effective October 1, 2019. At the same meeting, the YCUA Board will consider a water and readiness to serve rate increase of 2.5% to Township Division customers. Per the Township ordinance authorizing the YCUA Board to increase the water rate up to the increase the Authority receives from the Great Lakes Water Authority (GLWA) for the purchase of water, no action by the Township Board is required on the water increase. The combined effect of these rate adjustments will be a 2.27% increase in a Township Division customer's bimonthly bill. The GLWA increase of 2.5% was effective July 1, 2019.

The ordinance approving these rate adjustments is included in this correspondence for your consideration. Also included is the document summarizing the budget highlights related to the September 1, 2019 fiscal year budget, which the YCUA Board of Commissioners will also consider at their August 28, 2019 regular meeting.

If you have any questions, please contact me.

Sincerely,

  
JEFF CASTRO, Director  
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners

Ms. Brenda L. Stumbo  
Ms. Karen Lovejoy Roe  
Ms. Lisa Stanfield  
Mr. Thomas E. Daniels

cc: Mr. Dwayne Harrigan  
Ms. Venita Terry



August 6, 2019

Chief Eric Copeland  
Fire Chief  
Charter Township of Ypsilanti  
7200 Huron River Drive  
Ypsilanti, MI 48197

Regarding: Fire Station Parking Lot Improvement  
OHM Job No. 0098-17-0020

Dear Chief Copeland:

Enclosed are Payment Application No. 2 (**FINAL/REVISED**) and Change Order No. 1 for the referenced project. We would recommend approval of this Change Order. If you concur, please sign and email a .pdf to OHM for our files.

Also enclosed are the required documents for final payment. These documents are as follows: 1) Contractor's Declaration; 2) Contractor's Affidavit; 3) Consent of Surety; 4) Contractor's Sworn Statement; and 5) Full Unconditional Waivers from subcontractors and suppliers.

Doan Construction has completed the work shown on the attached construction estimate for the period ending 04/30/2019 and we would recommend payment to the Contractor in the amount of **\$34,238.54** which includes the release of previously held retainage.

Please contact us if you have any questions.

Sincerely,  
OHM Advisors

A handwritten signature in black ink, appearing to read "Matthew D. Parks", is written over a horizontal line.

Matthew D. Parks, PE  
Project Manager

cc: Brenda Stumbo, Supervisor, Charter Township of Ypsilanti  
Karen Lovejoy Roe, Clerk – Charter Township of Ypsilanti  
Larry Doe, Treasurer - Charter Township of Ypsilanti  
Lisa Stanfield, Debuty Clerk – Charter Township of Ypsilanti  
Jim McInnis, Doan Construction (via email)  
Greg Marker, PE, OHM (via email)  
File

P:\0000\_0100\0098170020\_Fire\_Station\_Parkg\_Lot\_Impv\\_Construction\Pay App\_CO\Pay Apps\FINAL No. 2\Fire Station Parking Lot\_FINAL Pay App No. 2-REVISED.doc

## PAYMENT APPLICATION



Project: Ypsilanti Township - Fire Station Parking Lot Improvement

Job Number: 0098-17-0020

Number: 2 Revised

Period End Date: 8/5/2019

Status: Approved

Contract Start Date: 5/15/2018

Contract End Date: 7/15/2018

Contract Duration: 61

Print Date: 8/6/2019

OWNER: Ypsilanti Township  
7200 S. Huron River Dr.

CONTRACTOR: Doan Construction  
3670 Carpenter Road

Ypsilanti, MI 48197  
(734) 484-4700

Ypsilanti, MI 48197  
(734) 971-4678

SCHEDULE On  
STATUS:

NOTE:

Original Contract Amount:	\$360,466.66	Change Order 1:	(\$22,617.21)
Change Orders Amount:	(\$22,617.21)		(\$22,617.21)
Current Contract Amount:	\$337,849.45		

Earnings This Period:	\$504.00
Earnings To Date:	\$337,849.45
Previous Retainage Amount:	\$33,734.54
Retainage This Period:	(\$33,734.54)
Less Total Retained To Date:	\$0.00
Net Earned:	\$337,849.45
Previous Earnings:	\$303,610.90
Amount Due Contractor:	\$34,238.54

Retainage: None

Amount Due Contractor  
includes (\$33,734.54) of  
previously held retainage

Approved By

Eric Copeland - Fire Chief - Ypsilanti Township \_\_\_\_\_

Date \_\_\_\_\_

Recommended By

Matt Parks, Principal

**Matthew Parks, Principal**

Digitally signed by Matthew Parks, Principal  
DN: cn=JUS, e=matt.parks@ohm-advisors.com, ou=OHM-Advisors,  
cn=Matthew Parks, Principal  
Date: 2019.08.06 08:16:54-0400'

Date 08/06/2019

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: A									
1	Mobilization, Max. 5%	1.00 Ls	1.00	\$4,000.00	0.00	0.00	\$0.00	1.00	\$4,000.00
2	Traffic Maintenance and Control	1.00 Ls	1.00	\$500.00	0.00	0.00	\$0.00	1.00	\$500.00
3	Audio Video Route Survey	1.00 Ls	1.00	\$1,075.00	0.00	0.00	\$0.00	1.00	\$1,075.00
4	Curb and Gutter, Rem	262.00 Ft	188.00	\$3.20	0.00	0.00	\$0.00	188.00	\$601.60
5	Pavt, Rem	5250.00 Syd	5250.00	\$14.40	0.00	0.00	\$0.00	5250.00	\$75,600.00
6	Sidewalk, Rem	250.00 Sft	530.00	\$1.60	0.00	0.00	\$0.00	530.00	\$848.00
7	Bollard, Rem	16.00 Ea	17.00	\$100.00	0.00	0.00	\$0.00	17.00	\$1,700.00
8	Subgrade Undercutting, Type II	500.00 Cyd	332.00	\$5.00	0.00	0.00	\$0.00	332.00	\$1,660.00
9	Erosion Control, Inlet Protection, Fabric Drop	10.00 Ea	7.00	\$150.00	0.00	0.00	\$0.00	7.00	\$1,050.00
10	Maintenance Aggregate	110.00 Ton	0.00	\$14.00	0.00	0.00	\$0.00	0.00	\$0.00
11	Hand Patching, HMA, 13A	20.00 Ton	0.00	\$75.00	0.00	0.00	\$0.00	0.00	\$0.00
12	Concrete Pavt with Integral Curb Nonreinf, 8 inch	5339.00 Syd	5015.78	\$46.34	0.00	0.00	\$0.00	5015.78	\$232,431.25
13	Dr Structure Cover, Wrap and Adj, Case 1	8.00 Ea	3.00	\$700.00	0.00	0.00	\$0.00	3.00	\$2,100.00
14	Driveway Opening, Conc, Det M	262.00 Ft	188.00	\$25.00	0.00	0.00	\$0.00	188.00	\$4,700.00
15	Sidewalk Ramp, Conc, 6 inch	170.00 Sft	331.25	\$10.00	0.00	0.00	\$0.00	331.25	\$3,312.50
16	Sidewalk, Conc, 6 inch	80.00 Sft	208.75	\$10.00	0.00	0.00	\$0.00	208.75	\$2,087.50
17	Bollard, Furnish and Install	16.00 Ea	16.00	\$250.00	0.00	0.00	\$0.00	16.00	\$4,000.00
18	Pavt Mrkg, Waterborne, 4 inch, Yellow	840.00 Ft	840.00	\$0.60	840.00	0.00	\$504.00	840.00	\$504.00
19	Turf Establishment	800.00 Syd	839.80	\$2.00	0.00	0.00	\$0.00	839.80	\$1,679.60
20	Conduit, 2 inch	500.00 Ft	0.00	\$2.00	0.00	0.00	\$0.00	0.00	\$0.00
21	Conduit End Marker	10.00 Ea	0.00	\$25.00	0.00	0.00	\$0.00	0.00	\$0.00
22	Excavation, Earth (LM)	0.00 Cyd	0.00	\$10.00	0.00	0.00	\$0.00	0.00	\$0.00
A Sub-Total:							\$504.00		\$337,849.45
Retainage							(\$33,734.54)		

# CHANGE ORDER



Project: Ypsilanti Township - Fire Station Parking Lot Improvement

Job Number: 0098-17-0020

Owner: Ypsilanti Township  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197  
(734) 484-4700

Change Order Number: 1

Date: 4/29/2019

Print Date: 4/29/2019

Contractor: Doan Construction  
3670 Carpenter Road  
Ypsilanti, MI 48197  
(734) 971-4678

**Note:**

TO THE CONTRACTOR:

You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

OHM Advisors  
34000 Plymouth Road  
Livonia, MI 48150  
(734) 522-6711

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	(\$22,617.21)
Original Contract Amount:	\$360,466.66
Contract Amount Including Previous Change Orders:	\$360,466.66
Amount of this Change Order:	<u>(\$22,617.21)</u>
REVISED CONTRACT AMOUNT:	\$337,849.45

Accepted By

*James McInnis* James McInnis  
Apr 30 2019 1:22 PM  
cosign

Doan Construction

Date

Approved By

Eric Copeland - Fire Chief - Ypsilanti  
Township

Date

Recommended By

Matt Parks, Principal *Matt Parks*  
Digitally signed by Matt Parks  
DN: c=US, e=Matt.Parks@ohm-advisors.com,  
O=OHM Advisors, CN=Matt Parks  
Date: 2019.04.30 14:03:46-0400

Date 04/30/2019

## Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
<b>THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT</b>						
<b>Division: A</b>						
6	Sidewalk, Rem	250.00 Sft	280.00	530.00	\$1.60	\$448.00
7	Bollard, Rem	16.00 Ea	1.00	17.00	\$100.00	\$100.00
15	Sidewalk Ramp, Conc, 6 inch	170.00 Sft	161.25	331.25	\$10.00	\$1,612.50
16	Sidewalk, Conc, 6 inch	80.00 Sft	128.75	208.75	\$10.00	\$1,287.50
19	Turf Establishment	600.00 Syd	39.80	839.80	\$2.00	\$79.60
<b>SUB-TOTAL INCREASES DIVISION A:</b>						<b>\$3,527.60</b>
<b>THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT</b>						
<b>Division: A</b>						
4	Curb and Gutter, Rem	262.00 Ft	-74.00	188.00	\$3.20	(\$236.80)
8	Subgrade Undercutting, Type II	500.00 Cyd	-168.00	332.00	\$5.00	(\$840.00)
9	Erosion Control, Inlet Protection, Fabric Drop	10.00 Ea	-3.00	7.00	\$150.00	(\$450.00)
10	Maintenance Aggregate	110.00 Ton	-110.00	0.00	\$14.00	(\$1,540.00)
11	Hand Patching, HMA, 13A	20.00 Ton	-20.00	0.00	\$75.00	(\$1,500.00)
12	Concrete Pavt with Integral Curb Nonreinf, 8 inch	5339.00 Syd	-323.22	5015.78	\$46.34	(\$14,978.01)
13	Dr Structure Cover, Wrap and Adj, Case 1	8.00 Ea	-5.00	3.00	\$700.00	(\$3,500.00)
14	Driveway Opening, Conc, Det M	262.00 Ft	-74.00	188.00	\$25.00	(\$1,850.00)
20	Conduit, 2 inch	500.00 Ft	-500.00	0.00	\$2.00	(\$1,000.00)
21	Conduit End Marker	10.00 Ea	-10.00	0.00	\$25.00	(\$250.00)
<b>SUB-TOTAL DECREASES DIVISION A:</b>						<b>(\$26,144.81)</b>



CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

5/15/18 to 4/30/19 A.D., 20\_\_\_\_ performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from CHARTER TOWNSHIP OF EPSILANT or his agents, in addition to the regular items set forth in the Contract numbered 0098-17-0028 and dated 5/15/2018 A.D., 20\_\_\_\_ for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There ~~(is)~~ (is not) an itemized statement attached.

Date: 8/5/2019

DOAM CONSTRUCTION CO.  
By: JML JIM McLENNIS  
Title: V.P.

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN )  
 )SS.  
COUNTY OF WASHTENAW )

The undersigned, DOAN CONSTRUCTION CO., CONTRACTOR, hereby represents that on 5/15/18, 20\_\_ he (it) was awarded a Contract by Charter Township of Ypsilanti hereinafter called the OWNER, to construct Fire Station Parking Lot Improvement in accordance with the terms and conditions of Contract No. 0098-17-0020; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said Contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from performance of said Contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts on this 5 day of AUGUST, 20 19.

DOAN CONSTRUCTION CO.

Contractor

By: JML JIM McMINIS

Title V.P.

Subscribed and sworn to before me, a Notary Public in and for Wayne County, Michigan, on this 5 day of August, 20 19.

Notary Public: Jon Beck

My Commission expires: 10/10/23



**AIA**<sup>®</sup>

# Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No.: 106905077

PROJECT: *(Name and address)*  
**Fire Station Parking Lot  
Improvements**

ARCHITECT'S PROJECT NUMBER:  
CONTRACT FOR: **Construction**

OWNER:   
ARCHITECT:   
CONTRACTOR:   
SURETY:   
OTHER:

TO OWNER: *(Name and address)*  
**Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197**

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

**Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183**

on bond of  
*(Insert name and address of Contractor)*

**Doan Construction Co.  
3670 Carpenter Road  
Ypsilanti, MI 48197**

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
*(Insert name and address of Owner)*

**Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197**

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **August 5, 2019**  
*(Insert in writing the month followed by the numeric date and year.)*

**Travelers Casualty and Surety Company of America**  
*(Surety)*

  
*(Signature of authorized representative)*

Attest:  
(Seal):



**Nicholas Ashburn, Attorney-in-Fact**  
*(Printed name and title)*



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Paul Hurley, Anne M. Barick, Robert D. Heuer, Michael D. Lechner, Holly Nichols, Nicholas Ashburn, and Mark Madden of Troy, Michigan**, their true and lawful Attorney-in-Facto sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**DO WIT**



his instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January,

State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

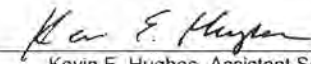
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5<sup>th</sup> day of AUGUST 2019



  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

## SWORN STATEMENT

State of Michigan

County of: WASHTENAW

Date: 8/5/2019

\_\_\_\_\_ (deponent) being duly sworn deposes and says:

2. That DOAN CONSTRUCTION CO. is the Contractor ~~Subcontractor~~ for an improvement to the property described on the following page.
3. That the following is a statement of each subcontractor and supplier and laborer, for which the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the Contractor/Subcontractor has Contracted/Subcontracted for performance under the Contract with the Owner or Lessee of the property, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Amount of Laborer Wages Due but Unpaid	Amount of Labor, Fringe Benefits & Withholdings due but Unpaid
DOAN LABOR	PAID	IN FULL				
DOAN MAT'C	PAID	IN FULL				
IRON CREEK	PAID	IN FULL				
D.C. BYERS	PAID	IN FULL				
JT STRIPING	PAID	IN FULL				

The contracts or subcontracts cited herein are for improvement to the following described real property situated in Washtenaw County, Michigan, described as:

(Insert legal description of property)

FIRE STATION PARKING LOT IMPROVEMENTS

Commonly known as:

Fire Station Parking Lot Improvement

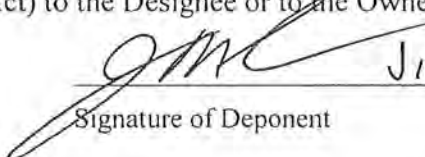
OHM Job Number:

0098-17-0020

3. That the Contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.
4. Deponent further says that he makes the foregoing statement as the Contractor/Subcontractor or as Controller of the Contractor/Subcontractor for the purpose of representing to the owner of the above described premises and his agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: An Owner of the above described property may not rely on this sworn statement to avoid the claim of a Subcontractor, Supplier or Laborer who has provided a Notice of Furnishing (or a Laborer who may provide a Notice of Furnishing pursuant to Section 109 of the Construction Lien Act) to the Designee or to the Owner if the Designee is not named or has died.

Dated: 8/5/2019


 JIM McCLURE  
Signature of Deponent

WARNING TO DEPONENT: A person, who with intent to defraud, gives a false sworn statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1110 of the Michigan Compiled Laws.

Subscribed and sworn to before me on: 8/5/19 in

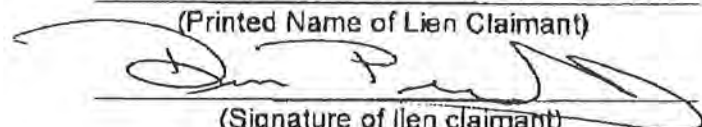
Washtenaw County, Michigan

My commission expires: 10/10/23 Signature:



FULL UNCONDITIONAL WAIVER

My/our contract with Doan Construction Co. to provide Remove Pav't, Earth X, Grading for the improvement of the property described as Fire Station Pkg Lot Improvement, Charter Township of Ypsilanti, 0098-17-0020 Iron Creek Contractors, Inc having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

Iron Creek Contractors,  
Dana Peltier  
(Printed Name of Lien Claimant)  
  
(Signature of Lien claimant)

Signed on: 8/5/2019

Address: 811 Red Mill Drive

Tecumseh, MI 49286

Telephone: 734-231-5287

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

**FULL UNCONDITIONAL WAIVER**

My/our contract with Doan Construction Co. to provide  
Pavement Markings for the improvement of the property described as  
Fire Station Pkg Lot Improvement, Charter Township of Ypsilanti, 0098-17-0020  
JT Striping having been  
fully paid and satisfied, all my/our construction lien rights against such property  
are hereby waived and released.

James Thompson  
(Printed Name of Lien Claimant)

[Signature]  
(Signature of lien claimant)

Signed on: 8/5/2019

Address: 11740 Tuttlehill  
Ann Arbor, MI 48160

Telephone: 734-652-4132

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**



**FULL UNCONDITIONAL WAIVER**

My/our contract with Doan Construction Co. to provide  
Joint Sealing for the improvement of the property described as  
Fire Station Pkg Lot Improvement, Charter Township of Ypsilanti, 0098-17-0020  
D.C Byers Company having been  
fully paid and satisfied, all my/our construction lien rights against such property  
are hereby waived and released.

**Doug Harshbarger**

\_\_\_\_\_  
(Printed Name of Lien Claimant)



\_\_\_\_\_  
(Signature of lien claimant)

Signed on: 8/5/2019

Address: 16429 Upton Road, #3

East Lansing, MI 48823

Telephone: 517-339-1946

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

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



*Charter Township of Ypsilanti*

Recreation Department/  
Community Center

2025 East Clark Road  
Ypsilanti, MI 48198  
Phone: (734) 544-3807  
Fax: (734) 544-3888  
50 & Beyond: (734) 544-3838  
ytown.org

## Memorandum

To: Ypsilanti Township Board of Trustees

From: Angie Verges, Recreation Services Manager

CC: Javonna Neel, Accounting Director

Date: August 14, 2019

Subject: Request for authorization to approve agreement from CivicRec for software purchase and training in the amount of \$17,899.00; Funds budgeted in line item 101-266-000-977.001.

The recreation department, along with computer support, met with and reviewed two software programs to determine a replacement for our current software. As you are aware, we have received numerous complaints regarding the recreation website registration process.

We received customer complaints that they could not log into their online account. When they attempted to reset their password, they received an error message telling them to contact our office. Customers also indicated that it took an extended amount of time to log in. These situations caused major inconveniences.

In addition, our staff indicated that the software was difficult to use for sports league applications. When contacting customer service to address various problems, our staff indicated that customer service struggled to resolve their problems.

We talked with colleagues in the field (recreation and computer support), and had two companies visit us to demonstrate their software. Several staff were part of the demo meeting, they include, Travis McDugald, Rebecca Baker, Corey Rippey, Trustee Heather Jarrell Roe and myself.

After careful review of both proposals, it is our recommendation the project be awarded to CivicRec. We have received testimonials from colleagues that this software is customer friendly as well as easy for staff to learn.

Attached is the quote received from CivicRec as well as a memo from Travis McDugald indicating his support. We also have the support of Residential Services Director, Mike Hoffmeister who recommended the purchase of the CivicRec Software at his former job.

We are requesting authorization to approve the agreement with CivicRec for the purchase of software and training in the amount of \$17,899.00. Funds are budgeted in line item 101-266-000-977.001.

Please place this item on the agenda for the August 20<sup>th</sup> Board meeting. Both Travis and I will be available to answer any questions.

# CHARTER TOWNSHIP OF YPSILANTI

## INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

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To: Angie Verges, Recreation Services Manager  
From: Travis McDugald, IS Manager  
Re: Recommendation for Recreation Software Replacement  
Date: July 1, 2019

The Township Recreation Department made a request to assist them in reviewing two options as a replacement for their current software.

We attended demonstrations from both CivicRec by Civic Plus and RecPro by R C Systems Inc. After reviewing the two options, I would recommend to the Township Recreation Department that CivicRec is the more preferred option.

Computer Support department reviews these solutions on a technical level to determine which option our environment can best facilitate. Currently the software maintenance is funded in the Computer Support budget.

While both solutions had advantages and disadvantages, I recommended CivicRec for the following reasons.

- CivicRec is a fully Browser Based application. This requires no additional software managed on Township workstations.
- CivicRec is a hosted (Cloud) solution. There is no on-premises servers to maintain.
- I had technical conversations with other IT colleagues regarding these options.
- I sent an email to several individuals asking them to look at the two customer facing online recreation registration websites. The feedback was positive for both solution; however, CivicRec was more preferred.

In 2019 the Township paid \$6576 for support and maintenance for the current recreation software. The cost for support and maintenance for CivicRec is quoted at \$4455. This is the annual reoccurring costs of the software. This does not include any one-time costs the Township would incur for the migration or initial training.

Should anyone have question, please contact me. Thanks

Travis McDugald  
IS Manager, Charter Township of Ypsilanti



**CivicPlus**

302 South 4th St. Suite 500  
 Manhattan, KS 66502  
 US

**Quote #:**

Q-04571-1

**Date:**

8/2/2019 9:05 AM

**Expires On:**

10/31/2019

**Product:**

CivicRec

**Ship To**

Angela Verges  
 Ypsilanti MI - CivicRec

**Bill To**

Ypsilanti MI - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Alex Rodriguez	814-769-9297	arodriguez@civicplus.com		Net 30

**Exhibit A.1 - Statement of Work**

QTY	Product Name	DESCRIPTION	TOTAL
1.00	CP Pay Annual Fee	CP Pay Annual Fee	\$0.00
1.00	CP Pay Implementation	CP Pay Implementation Fee	\$0.00
1.00	Location/Facility Import	Location/Facility Import - Imports locations & facilities into new system.	\$1,922.00
1.00	Activities Import	Activities Import	\$2,000.00
1.00	Residency Import	Residency Import - Imports a flat file of addresses that will be used to determine residency in the new system.	\$500.00
1.00	2 Day On-Site Training	2 Day On-Site Training Package	\$0.00
2.00	On-Site Training Fee	On-Site Training Fee	\$3,844.00
3.00	Travel Days	On-Site Days	\$2,250.00
1.00	CivicRec Annual Fee	CivicRec Annual Fee	\$4,500.00
1.00	CivicRec Standard	Standard package -Project Coordination - Branded Public Portal -Help Center Access	\$1,681.75
2.00	Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	\$1,201.25
<b>TOTAL:</b>			<b>\$17,899.00</b>

Total Days of Quote:365

One Time Costs	\$13,399.00
Recurring Costs	\$4,500.00

\* Recurring Costs stated herein are based upon the number of days stated above.  
Upon renewal of this SOW, the Recurring Costs will reflect a 365 day calendar year.

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work (SOW) is hereby attached.

2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.

3. The Total First Year Fees (total of One-Time Costs and Recurring Cost) shall be invoiced as follows:

a. Upon signing of this SOW – one half of the Total First Year Fees;

b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total First Year Fees.

4. Renewal Term Annual Services Fees (Recurring Costs) shall be invoiced on the date of signature of relevant calendar years beginning with the second year of service. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service.

5. The Client's Annual Services Fees agreed upon herein are based on Client processing up to \$225,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first renewal year of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.

6. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided, as described in Addendum 1, and are not subject to withholding or off-set in any manner whatsoever, such amounts are non-refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees that Client is familiar with the proposed Services Provided and CivicPlus' billing process.

7. For the purposes of obtaining merchant account services through CP Pay, Client may utilize the designated merchant account for CivicRec through an integrated partnership with OpenEdge ("CP Pay Merchant"). In the event Client chooses CP Pay Merchant, Client will enter into a merchant account agreement with OpenEdge. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses CP Pay Merchant, CivicPlus will facilitate Client and CP Pay Merchant communication for contracting purposes and shall integrate the CP Pay Merchant account processor at no charge to Client. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. If Client desires to use an integrated merchant account processor gateway besides the designated CP Pay Merchant, an integration fee will be included in Client's implementation fees. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including CP Pay Merchant.

8. When Client uses CP Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CP Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

CivicPlus  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

## Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

**Access:** CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client to access, use and display the CivicPlus item(s) listed in the SOW in accordance with the terms of the Agreement. Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any device with an Internet connection and browser. .

**Documentation:** All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.

**Data Backups:** CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.

**Enhancements:** New features will be added throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.

**Client Support:** CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.

**Data:** In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.



**Contact Information**

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

<b>Organization</b>			<b>URL</b>
Street Address			
Address 2			
City	State	Postal Code	
CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.			
<b>Emergency Contact &amp; Mobile Phone</b>			
Emergency Contact & Mobile Phone			
Emergency Contact & Mobile Phone			
<b>Billing Contact</b>		<b>E-Mail</b>	
Phone	Ext.	Fax	
Billing Address			
Address 2			
City	State	Postal Code	
Tax ID #		Sales Tax Exempt #	
Billing Terms		Account Rep	
Info Required on Invoice (PO or Job #)			
<b>Contract Contact</b>		<b>Email</b>	
Phone	Ext.	Fax	
<b>Project Contact</b>		<b>Email</b>	
Phone	Ext.	Fax	

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



Charter Township of Ypsilanti  
Residential Services Department

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 484-0073  
Fax: (734)544-3501

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

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# MEMORANDUM

TO: Ypsilanti Township Board of Trustees

CC: Javonna Neel, Accounting Director

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: August 20, 2019

RE: **Request authorization to approve a letter agreement with Spicer Group to develop a complete concept plan and a Michigan Department of Natural Resources (MDNR) grant application for tennis court improvements at Community Center Park.**

The Residential Services Department requests authorization of the attached letter agreement and funding to develop a complete concept plan and a Michigan Department of Natural Resources (MDNR) grant application for tennis court improvements at Community Center Park. The amount is not to exceed \$7,000. It is recommended that the funds be utilized from the BSR II Park Improvements line; 212.970-000-975.795.

Respectfully Submitted,

Mike Hoffmeister  
Director of Residential Services

August 7, 2019

Brenda Stumbo  
Ypsilanti Charter Township  
7200 S Huron River Dr  
Ypsilanti, MI 48197

RE: Community Center Park Tennis and Pickleball Courts  
Ypsilanti Charter Township, Michigan  
Letter Agreement for Professional Services

Mrs. Stumbo:

At your request, we are furnishing you with a letter agreement to develop a complete concept plan and a Michigan Department of Natural Resources (MDNR) grant application for improvements at Community Center Park. The grant proposal will need to be completed by the grant submittal due date of April 1, 2020.

#### **BACKGROUND**

Community Center Park currently includes six tennis courts on one playing surface with a chain-link fence enclosure. The asphalt playing surface is in poor condition such that it is unusable due to risk of injury. We believe this park is eligible for one or more MDNR grants to aid in funding the replacement of these courts, as well as conversion to pickleball courts, or multi-use courts.

Listed below is our proposed scope of work to develop the concept plan and complete the grant application.

#### **SCOPE OF WORK**

The following items represent Spicer's proposed services for this work. They are in steps to reflect the orderly and reasonable progress of the project.

##### CONCEPT PLAN AND PRELIMINARY ESTIMATE OF COST

1. We have attached a rough estimate of the construction and engineering costs for the improvements to this letter agreement.
2. We will finalize the scope of the improvements with you and create a concept plan with an updated preliminary estimate of cost for your review and for inclusion in the grant application.

##### DNR GRANT APPLICATION

1. Spicer will work with you to determine which grant to apply for: Michigan Natural Resources Trust Fund, Land and Water Conservation Fund (LWCF), or Recreation Passport fund. The determination will be made based upon your available match and the potential scoring for each grant. At this time, we believe the Recreation Passport grant is the best option for this project but the LWCF grant may be a good option as well.

August 7, 2019

Page 2 of 3

2. Complete the MDNR application form with the required information in the online MiRecGrants system.
3. Produce the project location map and the project boundary map.
4. Review and complete the environmental checklist with the Township.
5. Write the supporting grant text.
6. Include project photos.
7. Produce and submit the Transmittal Letter and Notice of Intent form to the regional planning house and Washtenaw County.
8. Compile and upload all of the requirements for the grant application in the MiRecGrants system.

#### YPSILANTI CHARTER TOWNSHIP

The Township's role in the application process shall be as follows:

- Assist with and provide information for the grant application form as needed (i.e. property deeds, plat map information, property descriptions, etc.)
- Obtain commitment letters from any cash donors.
- Obtain attorney signature on documentation of site control form.
- Include the application as an agenda item, open to discussion at a regular public meeting prior to the Township's approval of a resolution supporting the grant and committing the funds.
- Produce signed public meeting minutes and obtain copy of advertisement.
- Certify a resolution from Ypsilanti Charter Township, regarding the application, committing the matching funds prior to March 28, 2020.
- Solicit and collect letters of support from the community.
- Review final submittal documents.
- Submit grant through the MiRecGrants system.

#### **ADDITIONAL SERVICES**

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

#### **FEE SCHEDULE**

- Our proposed estimate to complete the concept plan and cost estimate is **\$2,000**.
- Our proposed estimate to complete the recreation grant application is **\$5,000**.

August 7, 2019  
Page 3 of 3

We will bill you hourly based upon our effort completed during the billing period. We will submit monthly invoices to you for our professional services, any additional authorized services and any reimbursable expenses.

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

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

Sincerely,



**Phil Westmoreland**

Senior Project Manager

**SPICER GROUP, INC.**

125 Helle Blvd, Suite 2

Dundee, MI 48131

Phone: (734) 823-3308

Cell: (517) 375-9449

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

Cc: SGI File 127132PR2019

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

**YPSILANTI CHARTER TOWNSHIP**

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

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

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

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

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



Charter Township of Ypsilanti  
Residential Services Department

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 484-0073  
Fax: (734)544-3501

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

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# MEMORANDUM

TO: Ypsilanti Township Board of Trustees

CC: Javonna Neel, Accounting Director

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: August 20, 2019

RE: **Request authorization to approve a letter agreement with Spicer Group to develop a complete concept plan and a Michigan Department of Natural Resources (MDNR) grant application for tennis court improvements at Clubview Park.**

The Residential Services Department requests authorization of the attached letter agreement and funding to develop a complete concept plan and a Michigan Department of Natural Resources (MDNR) grant application for tennis court improvements at Clubview Park. The amount is not to exceed \$7,000. It is recommended that the funds be utilized from the BSR II Park Improvements line; 212.970-000-975.795.

Respectfully Submitted,

Mike Hoffmeister  
Director of Residential Services

August 7, 2019

Brenda Stumbo  
Ypsilanti Charter Township  
7200 S Huron River Dr  
Ypsilanti, MI 48197

RE: Clubview Park Tennis and Pickleball Courts  
Ypsilanti Charter Township, Michigan  
Letter Agreement for Professional Services

Mrs. Stumbo:

At your request, we are furnishing you with a letter agreement to develop a complete concept plan and a Michigan Department of Natural Resources (MDNR) grant application for improvements at Clubview Park. The grant proposal will need to be completed by the grant submittal due date of April 1, 2020.

#### **BACKGROUND**

Clubview Park currently includes two tennis courts on one playing surface with a chain-link fence enclosure. The asphalt playing surface is in poor condition such that it is unusable due to risk of injury. We believe this park is eligible for one or more MDNR grants to aid in funding the replacement of these courts, as well as conversion to pickleball courts, or multi-use courts.

Listed below is our proposed scope of work to develop the concept plan and complete the grant application.

#### **SCOPE OF WORK**

The following items represent Spicer's proposed services for this work. They are in steps to reflect the orderly and reasonable progress of the project.

##### CONCEPT PLAN AND PRELIMINARY ESTIMATE OF COST

1. We have attached a rough estimate of the construction and engineering costs for the improvements to this letter agreement.
2. We will finalize the scope of the improvements with you and create a concept plan with an updated preliminary estimate of cost for your review and for inclusion in the grant application.

##### DNR GRANT APPLICATION

1. Spicer will work with you to determine which grant to apply for: Michigan Natural Resources Trust Fund, Land and Water Conservation Fund (LWCF), or Recreation Passport fund. The determination will be made based upon your available match and the potential scoring for each grant. At this time, we believe the Recreation Passport grant is the best option for this project but the LWCF grant may be a good option as well.

August 7, 2019

Page 2 of 3

2. Complete the MDNR application form with the required information in the online MiRecGrants system.
3. Produce the project location map and the project boundary map.
4. Review and complete the environmental checklist with the Township.
5. Write the supporting grant text.
6. Include project photos.
7. Produce and submit the Transmittal Letter and Notice of Intent form to the regional planning house and Washtenaw County.
8. Compile and upload all of the requirements for the grant application in the MiRecGrants system.

#### YPSILANTI CHARTER TOWNSHIP

The Township's role in the application process shall be as follows:

- Assist with and provide information for the grant application form as needed (i.e. property deeds, plat map information, property descriptions, etc.)
- Obtain commitment letters from any cash donors.
- Obtain attorney signature on documentation of site control form.
- Include the application as an agenda item, open to discussion at a regular public meeting prior to the Township's approval of a resolution supporting the grant and committing the funds.
- Produce signed public meeting minutes and obtain copy of advertisement.
- Certify a resolution from Ypsilanti Charter Township, regarding the application, committing the matching funds prior to March 28, 2020.
- Solicit and collect letters of support from the community.
- Review final submittal documents.
- Submit grant through the MiRecGrants system.

#### **ADDITIONAL SERVICES**

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

#### **FEE SCHEDULE**

- Our proposed estimate to complete the concept plan and cost estimate is **\$2,000**.
- Our proposed estimate to complete the recreation grant application is **\$5,000**.



August 7, 2019  
Page 3 of 3

We will bill you hourly based upon our effort completed during the billing period. We will submit monthly invoices to you for our professional services, any additional authorized services and any reimbursable expenses.

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

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

Sincerely,



**Phil Westmoreland**

Senior Project Manager

**SPICER GROUP, INC.**

125 Helle Blvd, Suite 2

Dundee, MI 48131

Phone: (734) 823-3308

Cell: (517) 375-9449

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

Cc: SGI File 127132PR2019

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

**YPSILANTI CHARTER TOWNSHIP**

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

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

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

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

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



Charter Township of Ypsilanti  
Residential Services Department

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Ypsilanti, MI 48197  
Phone: (734) 484-0073  
Fax: (734)544-3501

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

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# MEMORANDUM

TO: Ypsilanti Township Board of Trustees

CC: Javonna Neel, Accounting Director

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: August 20, 2019

RE: **Request authorization to approve a letter agreement with Spicer Group for design services regarding tennis and/or pickleball courts at Burns Park.**

The Residential Services Department requests authorization of the attached letter agreement and funding for design services with Spicer Group tennis court improvements at Burns Park. This agreement includes preparing bidding documents including front-end contract language and technical specifications. The amount is not to exceed \$10,000. It is recommended that the funds be utilized from the BSR II Park Improvements line; 212.970-000-975.795.

Respectfully Submitted,

Mike Hoffmeister  
Director of Residential Services

August 7, 2019

Brenda Stumbo  
Ypsilanti Charter Township  
7200 S Huron River Dr  
Ypsilanti, MI 48197

RE: Burns Park Tennis Courts  
Ypsilanti Charter Township, Michigan  
Letter Agreement for Professional Services

Mrs. Stumbo:

At your request, we are furnishing you with a letter agreement for design services regarding tennis and/or pickleball courts at Burns Park.

#### **BACKGROUND**

Burns Park is located between Burns Ave and Harding Ave, east of North Hewitt Rd. Following a successful project we completed at Ford Lake Park, the Township has asked us to provide similar design services for Burns Park.

Upon a pre-proposal site visit, we found two tennis courts surrounded and separated by chain link fence. The playing surface is comprised of asphalt which has cracked to the point that the surface is unsuitable for safe use. The fence is in generally good condition and it may be possible to salvage and reuse some or all components.

The general intent of this project is to remove the existing courts entirely and construct new courts on the same footprint. Due to pickleball's recent rise in popularity, pickleball courts may also be integrated into the design in a manner that will be discussed with the Township during the design phase, as there are several patterns which may be used to overlay pickleball courts on top of tennis courts.

For your convenience, we have attached a Preliminary Estimate of Costs, which includes costs of construction, our fees, and a contingency which should help you in budgeting for this project. The preliminary estimate for construction and engineering is \$145,000. We will update the construction cost estimate as design progresses from conceptual to 90% complete and a bid estimate.

#### **SCOPE OF BASIC PROFESSIONAL SERVICES**

Spicer's proposed services follow. This agreement is for the Design phase only; we are happy to furnish you with a letter agreement for Construction Administration upon request.

1. During the Design phase, we will:
  - Perform a topographical survey of the existing tennis courts, plus a 50' buffer of the surrounding ground.
  - Process survey data and create topographical drawings of the existing conditions.
  - Create a site plan containing removal plan, site layout, grading & drainage plan, existing and proposed pavement cross sections, pavement markings plan, and detail drawings as necessary.

- Ensure proposed design is A.D.A. compliant where applicable.
- Prepare bidding documents including front-end contract language and technical specifications.
- Provide the Township with 90% complete design documents and hold one design review meeting with Township staff.
- Finalize plans and specifications based on feedback from the design review meeting.
- Post advertisement for proposals and make bidding documents available for potential bidders.
- Respond to any requests for information from potential bidders.
- Prepare any necessary Addenda.
- Attend public bid opening with the Township.
- Review bids, prepare bid tabulation, and recommend award.

### **SERVICES NOT INCLUDED**

For a clearer understanding of our work scope, the following is not included in our Scope of Basic Professional Services:

Our proposed scope of services does not include design of any amenities besides the tennis/pickleball courts and their associated fencing and accessibility. This scope of work does not include seeking out or securing funding for the projects such as grants or loans. Completion of this phase will occur upon our recommendation for construction contract award.

### **ADDITIONAL SERVICES**

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

### **FEE SCHEDULE**

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

1. Design Phase	
Standard hourly rates with the total amount estimated at	\$10,000
<b>Total (Not to exceed)</b>	<b>\$10,000</b>

We will bill you hourly based upon our effort completed during the billing period. We will submit monthly invoices to you for our professional services, any additional authorized services and any reimbursable expenses.

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

August 7, 2019  
Page 3 of 3

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

Sincerely,



**Phil Westmoreland**

Senior Project Manager

**SPICER GROUP, INC.**

125 Helle Blvd, Suite 2

Dundee, MI 48131

Phone: (734) 823-3308

Cell: (517) 375-9449

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

Cc: SGI File 127132PR2019

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

**YPSILANTI CHARTER TOWNSHIP**

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

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

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

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

**PROPOSED SCHEDULE FOR  
BURNS PARK  
TENNIS/PICKLEBALL COURTS  
DESIGN PHASE**

Authorization from Board.....	August 20
Begin Design.....	August 21
90% Design Meeting.....	Early October
Advertise for Bids.....	Early February
Bid Opening.....	Early-March
Recommendation for Board Packet .....	March 6
Construction Contract Award (At Board Meeting).....	March 17

Note: We will begin design promptly after board authorization so it is done prior to snowfall. We recommend advertising for bids early in the calendar year when contractors are actively building their summer schedules.



## 14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE  
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333  
CIVIL (734) 483-5300  
FAX (734) 483-3630



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**HON. CHARLES POPE**  
DISTRICT COURT JUDGE

**MARK W. NELSON**  
MAGISTRATE

To: Karen Lovejoy Roe, Clerk

From: Mark Nelson, Magistrate / Court Administrator

Re: Michigan Indigent Defense Commission contract with Washtenaw County to provide indigent defense services as required by minimum standards 1-4 for the local delivery of indigent criminal defense services.

In July of 2013 the Michigan Indigent Defense Commission (MIDC) was created by legislative Act 19 of 2013. This law requires that the MIDC establish minimum standards for the local delivery of indigent criminal defense services providing effective assistance of counsel to adults throughout this state. These minimum standards are designed to ensure indigent criminal defense services meet constitutional requirements for effective assistance of counsel. These standards require a greater level of service than is provided under our current contract model. Changes include a requirement for appearance of appointed counsel at arraignment, continuing legal education, and mandatory initial client interview among other requirements. The Township is partnering with the Washtenaw County Public defender's Office to fulfill these requirements.

The Legislature determined that local funding units would not be required to pay the additional costs of providing indigent defense services. To achieve this the statute created a local share to define what the costs to the local funding unit would be. This number is derived from an average of actual amounts paid for indigent defense in 2010, 2011 and 2012. That amount is \$37,755. The baseline local share is increased annually by the lesser of 3% or the annual increase to CPI.

Attached is the contract with Washtenaw County, the contract between Washtenaw County and the State of Michigan, and standards 1-4 of the approved minimum standards for indigent criminal defense services.

The attached contract and supporting documentation will bring the Court and Township in to compliance with the minimum standards 1-4 for the delivery of indigent criminal defense services.

## PUBLIC DEFENDER SERVICES CONTRACT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, by and between the **COUNTY OF WASHTENAW**, a municipal corporation, with offices located in the County Administration Building, 220 N. Main Street, Ann Arbor, Michigan 48107, hereinafter identified as the "**COUNTY**"; and the **CHARTER TOWNSHIP OF YPSILANTI**, with offices located at 7200 S. Huron River Dr. Ypsilanti, MI 48197, hereinafter identified as "**TOWNSHIP**"

WITNESSETH:

WHEREAS, the parties desire to enter into a contract for the purposes of providing public defense services in compliance with MIDC standards and as identified in the plan and grant application accepted and approved by the MIDC on April 20, 2018, and to set forth the terms, conditions, and obligations of the parties.

NOW THEREFORE, in consideration of mutual promises and covenants hereinafter set forth, it is mutually agreed as follows:

1. That the **COUNTY** will provide indigent public defense service to the **TOWNSHIP** as described by the Michigan Indigent Defense Commission hereinafter identified as "**MIDC**" through the approved April 20, 2018 Washtenaw County Compliance plan. Specifically, the public defense services will address MIDC standards 1-4. Which are: Training, Attorneys at First Appearance, Investigators and Experts and Initial Interviews. See attached the approved Washtenaw County **MIDC** Compliance plan and **MIDC** Standards 1-4.
2. The terms of this Agreement will consist of the **COUNTY** providing public defense services for all indigent and partially indigent defendants in the 14B District Court located in Ypsilanti Township beginning ten (10) days after the **TOWNSHIP** and **COUNTY** both approve and sign this agreement and ending on September 30, 2019.
3. That the County as stated in the Compliance Plan will be responsible for the administration of the **MIDC** Grant
4. That the **TOWNSHIP** shall collaborate with and act in conformance with the **COUNTY** in submitting and complying with the standards, conditions, requirements and statutes promulgated by the Michigan Indigent Defense Commission hereinafter identified as "**MIDC**" specifically Standards 1-4. The collaboration and oversight of compliance with these standards for the **TOWNSHIP** will be performed by the 14B District Court Administrator or designee of the 14B District Court Chief Judge
5. The **TOWNSHIP** will contribute their FY2019 certified local share to the County Indigent Defense Fund and the **TOWNSHIP** shall be reimbursed for any funds out of their local share used to provide indigent defense services prior to the signing of this contract from October 1, 2018 to ten (10) days after the **TOWNSHIP** and **COUNTY** approves and signs this agreement.
6. Within ten (10) after both parties sign the Agreement, the **COUNTY** will be responsible for providing public defense service to all indigent criminal defendants that appear in the 14B District Court with new criminal matters and matters that are in bench warrant status.
7. For one hundred twenty (120) days after the start of the agreement, the **TOWNSHIP** will continue to provide public defense services for all indigent criminal defendants with post arraignment matters before the court, except those matters in bench warrant status, through the assigned attorney process. Attorney Mark Hamilton will be the assigned attorney for the Township for these current matters unless he is unable to do so due to a conflict of interest or other disqualifying matter.



8. As of ten (10) days after both the parties sign the agreement, the 14B District Court Judge and/or Magistrate shall be responsible for assigning attorneys to cases where the County Public Defender has determined there to be a conflict of interests. The **COUNTY** will be responsible for payment to the assigned attorney once the 14B District Court Judge and/or Magistrate verifies that the services has been provided in accordance with the **MIDC** standards.
9. This contract may be extended by a Letter of Agreement signed by both parties and will be subject to approval by the Ypsilanti Township Board of Trustees and the approval of the Washtenaw County Board of Commissioners. The Letter of Agreement will also subject to additional **MIDC** standards, if any, which have been approved at the time of the contract extension including modification of local share.
10. As part of the **MIDC** Compliance plan the **TOWNSHIP** will be provided funding to provide confidential office space for the Washtenaw County Office of the Public Defender including furniture, phone service and cost of renovation to be reimbursed by grant funds. The renovation of the space will be coordination between the Township's Chief Building Official and the Washtenaw County Facilities Manager. All work will be subject to **TOWNSHIP** approval and all parties will carry appropriate insurance.
11. The parties shall be obligated to contribute only their **MIDC** certified local share toward the expense for said services under this Agreement, as stated in the **MIDC** Compliance Plan and the **MIDC** statute.
12. In the performance of this Agreement, all parties agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, except as a bona fide occupational qualification, because of race, sex, sexual preference, color, religion, national origin, ancestry, handicap, age, marital status, height, weight, or other criteria made illegal by State, Federal or local law. Breach of this covenant may be regarded as material breach of contract.
13. In the performance of this Agreement, all parties agree to abide by the approved **MIDC** Standards (1-4) and **MIDC** approved compliance plan for Washtenaw County. Breach of this covenant may be regarded as material breach of contract.
14. This contract may be terminated without cause by any of the parties hereto upon sixty (60) calendar days written notice to all the other parties to this contract. At the time of the said notice the **COUNTY** will continue representation of the cases for the 60 days in which the **COUNTY** Public Defender's appearance has been entered and the **TOWNSHIP** will begin representation on all new matters. If the **MIDC** Grant does not provided funding for the **COUNTY'S** representation during the sixty (60) day termination period the **TOWNSHIP** will reimburse the County for the Services provided.
15. This Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations, or Agreements between the parties either oral or written. This Agreement may only be amended by written instrument, signed by all of the parties hereto.
16. The parties understand and agree that the **COUNTY's** Chief Public Defender and the Assistant Public Defenders, staff or interns shall not be, nor be deemed to be, employees or agents of the **TOWNSHIP** for any purpose whatsoever.
17. This contract is governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written:

ATTESTED TO:



## LOCAL SHARE CALCULATION

The Local Share is defined as an indigent criminal defense system's average annual direct expenditures for adult criminal defense services for three fiscal years preceding the creation of the MIDC Act (effective July 1, 2013). Collections or reimbursements made to the system for partially indigent defendants are applied to the calculation.

Expenditures to be included in the calculation:

- Payments to criminal defense attorneys (contracts, public defenders, appointed systems, hybrid systems) for providing indigent adult criminal defense services including services for expedited docket programs, criminal contempt, juveniles waived into adult court, appeals from district to circuit court or eligible interlocutory appeals to the Court of Appeals
- Payments to experts and investigators
- Other expenses including attorney supplies, travel, or training

Services not included as expenditures:

- Post-sentencing appeals
- Probate, Juvenile Delinquency, Abuse and Neglect cases
- Civil Contempt
- Counsel at lineup (before charges are filed)

Reimbursements:

- Fees paid by or on behalf of a defendant for indigent criminal defense services including payments by the Michigan Department of Corrections and grant payments that include indigent defense services as eligible grant expenditures (i.e. expedited docket programs)

If the actual expenses and reimbursements cannot be calculated as exact, identify that you are providing estimates and discuss the methodology for determining the estimated local share.

FISCAL YEAR	TOTAL EXPENSES	REIMBURSEMENTS	NET EXPENSES
2010	\$36,900		\$36,900
2011	\$36,900		\$36,900
2012	\$39,464.69		\$39,464.69
Average of Three Fiscal Years	\$37,754.69		\$37,754.69

*Certification: I certify to the best of my knowledge and belief that the calculation of the local share is correct and complete and that all fiscal details included are direct indigent defense system expenditures and reimbursements in the given fiscal years.*

Authorizing Official Name

Mark Nelson

(Printed)



(Signature)

Title Court Administrator

Date 5-27-2014

GRANT BETWEEN  
THE STATE OF MICHIGAN  
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)  
AND  
Washtenaw County

GRANTEE/ADDRESS:

Gregory Dill  
Washtenaw County Administrator  
200 North Main Street  
Ann Arbor, MI 48104  
734-222-6850

GRANT ADMINISTRATOR/ADDRESS:

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
200 N. Washington Square 3<sup>rd</sup> Floor  
Lansing, MI 48933  
517-657-3066  
866-291-0874

GRANT PERIOD:

From October 1, 2018 to September 30, 2019

TOTAL AUTHORIZED BUDGET: \$3,814,075.00

State Grant Contribution: \$1,424,708.10  
Local Share Contribution: \$2,389,366.90

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0048123

## GRANT

This is Grant #2019-79 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and Washtenaw County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### 1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act, as amended effective 12/23/18 by Public Act 214 of 2018.

#### 1.1 Definitions

- A. Budget means a detailed statement consistent with the Grantee's approved Cost Analysis outlining estimated costs to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the categories in Attachment B to the funding unit's grant budget.
- C. Compliance Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the first four minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 *et seq* as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. MIDC means the Michigan Indigent Defense Commission created pursuant to the MIDC Act.
- G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.

#### 1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

The Grantee agrees to undertake, perform and complete the services described in their approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, created by Public Act 93 of 2013, MCL 780.991 *et seq.*, as amended (the Act), specifically Standards 1 through 4. The Parties to this Agreement enter into this Agreement to facilitate process described in the Act, which controls or supersedes any term in this Agreement. Consistent with the Act, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any subgrantee work, as defined in subsection 1.1.

### **1.3 Detailed Budget**

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional State Grant funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.
- C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget, except as set forth in section 1.3(E).
- D. Grantee will establish and maintain a new restricted fund within their Local Chart of Accounts for the expressed purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by Commission staff, but must be reported quarterly in the next financial status report. A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by Commission staff. Any substantial change to a local system's compliance plan requires prior staff and Commission approval. A "substantial change" is a change to the compliance plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan. Commission staff shall respond to the budget adjustment request within 30 days of receipt.

## **1.4 Payment Schedule**

The maximum amount of grant assistance approved is \$1,424,708.10. An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of total grant – Within 15 days of receipt of executed agreement  
25% disbursement – April 15, 2019  
25% disbursement – July 15, 2019 (final payment).

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.4 of this document. The financial status report must indicate grant funds received to date, expenditures to date and be supported by documentation of those expenditures; such as computer printouts of accounts, general ledger sheets, balance sheets, etc. Backup documentation such as computer printouts of accounts, ledger sheets, invoices, etc. shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly financial status report (FSR) and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report – January 15, 2019  
2<sup>nd</sup> FSR and compliance report – April 30, 2019  
3<sup>rd</sup> FSR and compliance report – July 30, 2019  
Final FSR and compliance report – October 31, 2019

Grantee may submit its FSRs utilizing financial data as of the quarter ending dates of March 31, June 30, September 30 and December 31.

## **1.5 Monitoring and Reporting Program Performance**

A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. **Quarterly Reports.** The Grantee shall submit to the Grantor quarterly progress reports on compliance with the standards and participate in follow up and evaluation activities. In response to the narrative reporting questions, the progress report will contain a description on progress toward compliance with standards 1-4, including a description of problems or delays, real or anticipated and any significant deviation from the approved Compliance Plan which should be brought to the attention of the Grantor. The grantee will use its best efforts to complete the Compliance Reporting template provided by MIDC. If Grantee is unable to provide the information requested on the template, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC Research staff to seek additional options or ideas for the collection and retrieval of this information.

## PART II - GENERAL PROVISIONS

### **2.1 Project Changes**

Grantee must obtain prior written approval for substantial changes to the compliance plan from the Grantor.

### **2.2 Delegation**

Grantee must notify the MIDC at least 90 calendar days before the proposed delegation with reasonable detail of subgrantee and the nature and scope of the activities delegated. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities and compliance with the terms of this Grant.

### **2.3 Program Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted MIDC fund and included in the quarterly financial status reports. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15), as amended 12/23/18.

### **2.4 Share-in-savings**

The Grantor expects to share in any cost savings realized by the Grantee in proportion of the grant funds to the local share.

### **2.5 Purchase of Equipment**

The purchase of equipment must be made pursuant to the Grantee's established purchasing policy and if not specifically listed in the Budget, Attachment B, must have prior written approval of the Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

### **2.6 Accounting**

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets



and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

## **2.7 Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under MCL 780.993, Sec. 13(15), as amended 12/23/18.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **2.8 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee’s purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts are exempt from a competitive bid process, but must meet standard internal procurement policies, as applicable.

## **3.0 Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

## **3.1 Safety**

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### **3.2 General Indemnification**

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

### **3.3 Failure to Comply and Termination**

- A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of said Act.
- B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, , for State approved Grant Responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.

### **3.4 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

### **3.5 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

### **3.6 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.7 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11), as amended effective 12/23/18.

### **4.0 Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

### **4.1 Illegal Influence**

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan 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 grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

#### **4.2 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

#### **4.3 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for the Grantee is required to possess in order to perform under this Grant.

#### **4.5 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

#### **4.6 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. The MIDC may provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the grant and Commission policies. This Grant Agreement supersedes all terms of MIDC guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Grant Agreement. This Grant may not be amended except by signed agreement between the parties.

#### **4.7 Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent Grantee.

#### **4.8 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013, as amended 12/23/18. The dispute will be referred to the parties' respective Grantors or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of its local share as defined by MCL 780.983(h).

#### **5.0 Severability**


If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

#### **5.1 Waiver**

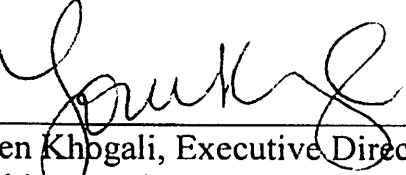
Failure to enforce any provision of this Grant will not constitute a waiver.

**5.2 Signatories**

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

  
\_\_\_\_\_  
LeAnn Droste, Director  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs

3-12-19  
Date

  
\_\_\_\_\_  
Loren Khogali, Executive Director  
Michigan Indigent Defense Commission

3/13/19  
Date

\_\_\_\_\_  
Gregory Dill, County Administrator  
Washtenaw County

\_\_\_\_\_  
Date

GRANT NO. 2019-79

## **COMPLIANCE PLAN NARRATIVE**

**Briefly describe the indigent defense delivery system(s) – contract, assigned counsel, or public defender – that the funding unit(s), for which this application is being considered, employed to deliver services before the MIDC Act took effect (July 1, 2013).**

The Washtenaw County Public Defender Office has 15 salaried attorneys; 1 Chief Public Defender, 1 Senior Management Assistant Public Defender, 1 Senior Assistant Public Defender, 2 First Assistant Public Defenders, and 10 Assistant Public Defenders representing indigent clients full-time in the 22<sup>nd</sup> Circuit Court, 14A District Court.

Assistant Public Defenders are Washtenaw County government employees. They do not maintain any other law practice outside of their county employment. All but the Chief and the Senior Management Assistant Public Defender are members of the Public Defender Association Union.

For this Compliance Plan the Washtenaw County Public Defender Office will provide Indigent defense for the 14B District Court. A full time staff attorney will be hired to cover the 14B District Court assignment and will have an office and confidential client meeting space. Currently the 14B District Court has a contract Indigent defense system.

As detailed below, in Standard 4, three additional full time assistant defenders will need to be hired to comply with the MIDC standards.

The Washtenaw County Trial Court contracts with two other criminal defense firms and maintains an assigned counsel list to provide representation in the event of any ethical conflict of interests, multiple co-defendants or any other conflict.

In the 14A District Court, each Judge will maintain an assigned counsel list to provide representation in the event of a conflict of interest.

In the 14B District Court, each Judge will maintain an assigned counsel list to provide representation in the event of a conflict of interest.

**Generally, how does the system(s) intend to comply with the MIDC standards 1-4? Please address whether you will continue with the model in place above, whether you have already made a transition to a new delivery system, or whether you intend to transition to a new delivery system.**

We will use our existing county-funded Public Defender Office along with the existing contract and assigned counsel list for on conflict cases.

The 14A and 14B District Courts will develop a centralized assigned counsel list for conflicts.

**Please identify the name and position held (e.g., county administrator, judge, defense attorney, etc.) for each person involved in the compliance planning process for this delivery system.**

Diane Heidt- Deputy County Administrator

Delphia Simpson- Public Defender

Sheila Blakney – Senior Assistant Public Defender

Timothy Niemann – First Assistant Public Defender

Lorne Brown – First Assistant Public Defender

Daniel Dwyer – Trial Court Administrator

Robert Carbeck – Deputy Trial Court Administrator

Linda Edwards Brown- Juvenile Division Court Administrator

Robert Ciolek – 14A District Court Administrator

Lisa Fusik- 14A District Deputy Court Administrator

Mark Nelson- 14B District Court Magistrate

Kyeena Slater- Executive Director, Washtenaw County Bar Association

Shryl Samborn-15<sup>th</sup> District Court Administrator (See 15<sup>th</sup> District Court Compliance Plan Committee)

Commander Eric Kunath- Jail Administrator, Washtenaw County Sheriff's Office

Andy Bush- Information Technology, Washtenaw County

Jason Fee- Infrastructure Manager, Facilities Management

Andrew DeLeeuw- Business Analyst, Washtenaw County

**Provide an attachment with the names, license or P#'s, and years of criminal defense experience for all attorneys the funding units(s) intends to have deliver services as part of the local indigent defense system. See Attachment 1**

## **Standard 1 – Training and Education**

**Attorneys with fewer than two years of experience practicing criminal defense attachin Michigan shall participate in one basic skills acquisition class**

**Do any of the attorneys included in this plan have fewer than the required experience and require this training? How many?**

There is one Assistant Public Defender who has less than two years of experience, however she has already attended a basic skills acquisition training

14A assigned counsel list does not have anyone with less than two years of experience

14B assigned counsel list does not have anyone with less than two years of experience

**All attorneys shall annually complete at least 12 hours of continuing legal education. How many attorneys require training in this plan?**



19 -Washtenaw County Office of Public Defender (including the 4 requested in this Compliance Plan)

6- Washtenaw County Trial Court Conflict Offices

18- Washtenaw County Trial Court appointed list

44 - 14A District Court appointed list

6-14B District Court appointed list

**How will the funding unit(s) ensure that the attorneys satisfy the 12 hours of continuing legal education during the plan year?**

The First Assistant Public Defender with the support of the Public Defender Leadership team will serve as the Training Director for the office to identify training needs of all staff, contract attorneys and assigned counsel and will coordinate the training programs or facilitate attendance at trainings for all criminal defense attorneys employed by the system. Identified area of training will include basic trial skills, technical computer training for courtroom applications, sentencing guidelines, immigration and medical marijuana updates. Regional topics of interest will also be covered such as investigative subpoenas and collateral consequences of convictions and SORA. The Training Director will also identify attorneys to become trainers for future educational presentations.

Throughout the year there will be a variety of CLE opportunities made available for the training. A calendar of training events will be prepared and published in advance. Opportunities will include, at a minimum:

**A Two day Training:** Criminal Annual Training co – sponsored with the Washtenaw County Bar Association Criminal Law Section: the training will be two full days of skill and substantive training held on two consecutive Fridays. The training will cover a variety of ligation skills training as well as criminal law training. All Assistant Public Defender and contract attorneys will become members of the Washtenaw County Bar Association Criminal Law Section, and will be able to attend this and all other criminal law section events at no cost.

**Lunch Sessions:** 1 hour each, 1 day each month (up to 12 hours), in a schedule published by the training director. This will be lecture or discussion style training for staff and alternate months contract attorneys. Speakers will be identified and will present in-house on various issues relevant to criminal defense and/or local practice.

**Brown Bag Lunch Sessions:** Bi- Annual Brown Bag lunch sessions 2 hours twice a year, open to all criminal defense attorneys including Public Defender staff, contract attorneys, assigned counsel and private criminal defense attorneys to examine in depth one or two current criminal law issues.

**Webinar group viewing:** up to 2 hours each, 1 day each month (up to 24hours), in a calendar published by the training director with a selection of courses relevant to the practice of indigent criminal defense planned and produced by the National Association for Public Defense (NAPD). These sessions will be open to staff and to contract attorneys. All Public Defender staff and contract attorneys included in this

plan will become NAPD members. Public Defender staff are already members of the State Appellate Defender Office (SADO) resource center. SADO provides complimentary access to full time Public Defenders; the six contract conflict attorneys will require memberships.

**National Criminal Defense Trial College:** All new full time Assistant Public Defenders included in this plan will attend the two week long National Criminal Defense Trial College- Summer Trial Practice Institute held in Macon Georgia. The Topics covered include client interviews, jury selection, direct and cross examination, impeachment and closing arguments, among others. Each participant performs daily assignments under the supervision of a member of the nationally recognized faculty. It has been the standard practice of the Washtenaw county Public Defender office to send all new attorneys to the National Criminal Defense Trial College. In the past the Public Defender Office was able to secure scholarships for staff to attend so this expense was not placed in the budget. The training would be for the four new Assistant Public Defenders requested in this Compliance Plan.

The training director will provide attendance documentation for each event to the MIDC for data collection purposes, pursuant to Michigan Supreme Court Administrative Order 2016-2. Documentation will be submitted to the MIDC no later than 30 days after completion of the course(s).

The attendance for assigned conflict attorneys that appear on approved list for both the Washtenaw County Plan and the 15<sup>th</sup> District Court Compliance Plan will be documented by the Washtenaw County Public Defender Training Director and shared with the 15<sup>th</sup> District Court Administrator. (See 15<sup>th</sup> District Court Compliance Plan)

## **Standard 2 – Initial Interview**

**When a client is in local custody, counsel shall conduct an initial client intake interview within three business days after appointment. When a client is not in custody, counsel shall promptly deliver an introductory communication so that the client may follow-up and schedule a meeting. To be successful, this requires immediate notification of appointment and client contact information.**

**How does the plan facilitate immediate attorney assignment and notification of new cases? How will the system ensure attorneys are completing their interviews within three business days? How will the initial interview be accomplished?**

All Felony and 14A indigent case are initially assigned to the Washtenaw County Office of Public Defender. The Office is responsible for determining if there is a conflicts on each case. In addition, this Office is responsible for notifying the conflict contract attorneys and the Court of any conflict and preparing the motion to withdraw and Order for Appointment of New Counsel.

Washtenaw County will update its electronic arraignment procedure (OnBase System) to extend to all courts (circuit and district) that handle walk in and in custody criminal arraignments. This will allow all

appointment information to be is electronically transferred to the Public Defender Office immediately after arraignments are complete. If there is a conflict, the Office can immediately transfer all appointment information to the existing conflict attorney firms. The felony trial court clerk appoints other assigned counsel from the existing list of qualified attorneys in the event that both conflict firms also have a conflict with the case.

In order to ensure timely compliance with this Standard (and the Standard for counsel at first appearance), three additional Assistant Public Defender positions will be required. More detail will be given in Standard 4. With the additional staff attorney positions at the initial arraignment /pretrial court date both in custody and out of custody clients may be afforded more substantive and efficacious legal representation including an explanation of constitutional rights, plea negotiations and trial procedures

When a client is arraigned and the court has appointed the Washtenaw County Office of Public Defender, the client will be given an introductory letter concerning their representation and how to make contact with the Office. They will be informed that the assigned attorney will contact them within a three day period. Incarcerated clients are told how to call our office on the dedicated line assigned to this Office by the Jail. The assigned attorney will make contact with the client within three days through an in-person visit to the jail, Polycorn, or a video- based interview system can connect incarcerated clients in jail or prison to this Office.

The arraignment and pretrial are typically scheduled by the misdemeanor courts on the first court date. Assistant Public Defenders are assigned to each court. The client will be given information concerning future contacts for a substantive interview. In addition, at least one Public Defender sub-office misdemeanor court has walk in hours for appointments and/or phone interviews.

The Washtenaw County Prosecutor utilizes the On Base system and receives police report and other discovery from all the law enforcement agencies throughout Washtenaw County. The Office of Public Defender will expand use of the OnBase system, and will be able to immediately send electronic discovery requests and receive discovery from the Prosecutor within 24 hours thus allowing attorneys to have productive initial interviews with clients within the required three day period.

**This standard further requires a confidential setting be provided for all client interviews.**

**Does the jail have confidential space for attorney-client interviews? Describe the space available for the interviews or the plan to provide confidential space.**

The jail has three internal in person interview rooms inside their initial reception center. In addition, there are four phone interview rooms in the reception area that can be used without physically entering the jail. White noise is provided so that interviews remain confidential.

**Does the courthouse have confidential space for attorney-client interviews? Describe the space available for the interviews or the plan to provide confidential space.**

**22<sup>nd</sup> Circuit Court** – There is no confidential space for in custody or out of custody attorney-client interviews. However, after reviewing renovation quotes with the Washtenaw County Infrastructure Manager and Facilities Management, the high cost of construction to create confidential attorney/client meeting space is not reasonably possible at this location. The Public Defender's office is located only one block from the 22<sup>nd</sup> Circuit Court, making nearby off-site meetings possible for out of custody clients and there is adequate space within the jail to meet with in-custody clients before proceedings.

**14A-1-** Each courtroom has two small conference rooms located outside the courtroom. There are two additional conference areas in the Public Defender Office. There are four interview phone areas for incarcerated clients.

**14A-2-** There is one room located outside of the courtroom and the Public Defender 14A-2 sub-office is located on the 2<sup>nd</sup> floor of the courthouse. There is one interview room for in person interviews with incarcerated clients.

**14A-3-** There is inadequate confidential meeting space for in custody or out of custody attorney-client interviews in the courthouse. The 14A-3 courthouse is a historic building and has been retro fitted to house the court. After reviewing renovation quotes with the Washtenaw County Infrastructure Manager and Facilities Management, the high cost of construction to create confidential attorney/client meeting space is not reasonably possible at this location. However, there is often open space within the court for confidential meetings (i.e. jury room), the Public Defender's office provides off-site confidential meeting space and there is adequate space within the jail to meet with in-custody clients before proceedings.

**14A-4** – There are three rooms for confidential meetings with out of custody clients and a private space for phone interviews with incarcerated clients.

**14B**–There will be office space provided for the Public Defender that also contains an additional confidential meeting space. The office space would need to be fully renovated

### **Standard 3 – Experts and Investigators**

**This standard requires counsel to conduct an independent investigation. When appropriate, counsel shall request funds to retain an investigator to assist with the client's defense. Counsel shall request the assistance of experts where it is reasonably necessary to prepare the defense and rebut the prosecution's case. Counsel has a continuing duty to evaluate a case for appropriate defense investigations or expert assistance.**

**How will this standard be complied with by the delivery system?**

The Public Defender Office will contract with one full time investigator. The funding unit will also contract with an outside investigator for conflict cases for up to 50 hours per year. Use of the conflict attorney investigator will be coordinated by the Trial Court Administrator.

Expert witnesses will need to be retained as needed by the Public Defender, contract attorneys and assigned counsel, approved by either Judge, the Public Defender or the Trial Court Administrator.

## **Standard 4 – Counsel At First Appearance and Other Critical Stages of the Case**

**Counsel shall be appointed to provide assistance to the defendant as soon as the defendant's liberty is subject to restriction by a magistrate or judge. All persons determined to be eligible for indigent criminal defense services shall also have appointed counsel at pre-trial proceedings, during plea negotiations and at other critical stages, whether in court or out of court.**

**How will this standard be complied with by the delivery system?**

In order to ensure timely compliance with this Standard (and the Standard for initial interviews), an additional three Assistant Public Defenders will be hired.

In Washtenaw County in-custody arrangements are held on Monday through Friday 1:00 pm at the 14A District Court service center. Arraignments for incarcerated clients are at 10:00 am on Saturday, Sundays and holidays. All felony and 14A District Court misdemeanor clients are arraigned during this period.

An Assistant Public Defender would have to arrive at 9:00 am to meet with in custody arraignment clients and prepare for the court appearance at 1:00 pm Monday through Saturday. The Assistant Public Defender will represent all clients included those with cases in in 15<sup>th</sup> District Court (Please see Compliance Plan for the 15<sup>th</sup> District Court)

The 14B District Court handles their own in-custody misdemeanor arraignments each morning. A Polycom or video conferencing system connected to the 14B District Court would allow the assigned Public Defender arraignment attorney (stationed at the 14A District Court service center) to also represent all in-custody clients with 14B District Court arraignments.

In addition, 14A 1, 2, 3 and 4 district courts have walk-in arraignments during the week in the morning hours. 14B district court have walk-in arraignments on Monday and Friday afternoon.

In order to have adequate coverage for all locations and times, three additional staff members would be required. This would allow all clients to have access to an attorney immediately.

There also will be a Sheriff's Office staffing impact connected with having the Public Defender appear at all arraignments. As a general policy, pre-arraignment clients housed in the Intake, Transfer and Release Center. However, depending on holding space availability and whether or not a client is on some type of special observations, they may be housed in other areas of the jail. Whether they are housed in the Intake, Transfer and Release Center or in other areas of the jail, it would still require a Sheriff Office staff member to escort them to and from their housing assignment to meet with the Public Defender. If the Public Defender meets with their clients 15-20 minutes per day, the Sheriff's Office staffing impact on the high end would be 5 hours. (15 inmates X 20 minutes = 5 hours) this would require an additional jail rollover (overtime) seven days a week for five hours to shuttle inmates back and forth to meet with the Public Defender before arraignment hearings. The number of hours (35) would equate to one full time Sheriff Deputy Position.

## Conflict Counsel Rates – Washtenaw County

### 22<sup>nd</sup> Circuit Court

Primary conflict attorney contract – Huron River Legal \$140,000

Attorneys from the court appointment list receive;

- \$750 for a plea case, no exam held
- \$900 for a plea case, exam held
- Trial held, up to three days \$3,000
- Cap for each subsequent day of trial \$450

### 14A District Court

- Hourly rate is \$90

### 14B District Court

- Hourly rate is \$90.

**Indigent Defense System Budget**  
**Grant Year October 1, 2018 - September 2019**

Funding Unit Name (s) Washtenaw County

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding	
						Sources	Total
Delphia Simpson	PUBLIC DEFENDER	\$64.18 for 1200 Hours	77,011.44	29,526.19	47,485.25		77,011.44
Vacant	DEPUTY ASST PUBLIC DEFENDER	\$45.13 for 1200 Hours	56,442.00	21,639.86	34,802.14		56,442.00
Vacant	SR MGMT ASST PUB DEF	\$52.34 for 1200 Hours	65,097.00	24,958.19	40,138.81		65,097.00
Sheila Blakney	SENIOR ASST PUBLIC DEFENDER	\$55.49 for 1200 Hours	74,088.33	28,405.47	45,682.86		74,088.33
Tim Niemann	FIRST ASST PUBLIC DEFENDER	\$51.04 for 1200 Hours	68,140.00	26,124.88	42,015.12		68,140.00
Lorne Brown	FIRST ASST PUBLIC DEFENDER	\$54.04 for 1200 Hours	68,140.00	26,124.88	42,015.12		68,140.00
Vacant	FIRST ASST PUBLIC DEFENDER	\$40.76 for 1200 Hours	51,199.32	19,629.82	31,569.50		51,199.32
Ronald Brown	ASST PUBLIC DEFENDER I/II	\$46.94 for 1200 Hours	62,676.26	24,030.08	38,646.18		62,676.26
Miriam Perry	ASST PUBLIC DEFENDER I/II	\$46.94 for 1200 Hours	60,874.44	23,339.26	37,535.18		60,874.44
Gina Novesky	ASST PUBLIC DEFENDER I/II	\$46.94 for 1200 Hours	62,676.16	24,030.04	38,646.12		62,676.16
Laura Dudley	ASST PUBLIC DEFENDER I/II	\$46.94 for 1200 Hours	60,874.44	23,339.26	37,535.18		60,874.44
Colina Anderson	ASST PUBLIC DEFENDER I/II	\$46.94 for 1200 Hours	60,874.44	23,339.26	37,535.18		60,874.44
Robin Stephens	ASST PUBLIC DEFENDER I/II	\$46.94 for 1200 Hours	59,973.53	22,993.85	36,979.68		59,973.53
Kenneth Overwater	ASST PUBLIC DEFENDER I/II	\$38.06for 1200 Hours	47,965.32	18,389.90	29,575.42		47,965.32
Vacant	ASST PUBLIC DEFENDER I/II	\$36.71 for 1200 Hours	46,350.72	17,770.87	28,579.85		46,350.72
Vacant	ASST PUBLIC DEFENDER I/II	\$36.71 for 1200 Hours	46,350.72	17,770.87	28,579.85		46,350.72
Vacant	ASST PUBLIC DEFENDER I/II	\$36.71 for 1200 Hours	46,350.72	17,770.87	28,579.85		46,350.72
Vacant	ASST PUBLIC DEFENDER I/II	\$36.71 for 1200 Hours	46,350.72	17,770.87	28,579.85		46,350.72
Vacant	ASST PUBLIC DEFENDER I/II	\$36.71 for 1200 Hours	46,350.72	17,770.87	28,579.85		46,350.72
Vacant	ASST PUBLIC DEFENDER I/II	\$36.71 for 1200 Hours	46,350.72	17,770.87	28,579.85		46,350.72
Vacant	ASST PUBLIC DEFENDER I/II	\$36.71 for 1200 Hours	46,350.72	17,770.87	28,579.85		46,350.72
Vacant	CLIENT SERVICE MGR/SOC WORKER	\$20.59 for 1200 Hours	24,710.76	9,474.11	15,236.65		24,710.76
Vacant	MGT ANALYST I/II	\$24.521 for 1200 Hours	29,425.20	11,281.62	18,143.58		29,425.20
Shannon Seegert	LEGAL CLERK	\$18.56 for 1200 Hours	22,263.00	8,535.63	13,727.37		22,263.00
Vacant	LEGAL CLERK	\$18.56 for 1200 Hours	22,263.00	8,535.63	13,727.37		22,263.00
Vacant	LEGAL CLERK	\$18.56 for 1200 Hours	22,263.00	8,535.63	13,727.37		22,263.00
Vacant	LEGAL CLERK	\$18.56 for 1200 Hours	22,263.00	8,535.63	13,727.37		22,263.00
Multiple	APD Overtime Costs	Flat Rate Budget Amount	15,483.00	5,936.18	9,546.82		15,483.00
Multiple	Public Defender Paid Intern	Flat Rate Budget Amount	140,178.00	53,744.25	86,433.75		140,178.00
Vacant	CORRECTIONS OFFICER	\$28.82 for 1280 Hours	36,889.11	14,143.28	22,745.83		36,889.11
<b>Category Summary</b>			<b>1,443,524.35</b>	<b>553,447.24</b>	<b>890,077.11</b>	<b>0.00</b>	<b>1,443,524.35</b>

\*\*\* Local share is approximately 61.66% and Grant share is approximately 38.34% based on Approved Plan Amount issued on October 2018. Total Cost = \$3,814,075; Local Share= \$2,351,612; MIDC Grant \$1,462,463

\* The highlighted positions represent the most recent changes requested on Feb 4th

\* Investigator removed and added as contract employee. Added to 20/21 Wishlist as FT County Employee

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Other Funding	
					Sources	Total
Employer FICA	7.650%	98,521.58	37,773.18	60,748.41		98,521.58
Retirement - Non-Sheriff	29.930% 25 FTE	374,416.59	143,551.32	230,865.27		374,416.59
Retirement - Sheriff	33.200% 1 FTE	12,247.35	4,695.63	7,551.71		12,247.35
Hospital Insurance	\$1112.75 Per Month x 26 FTE	218,432.83	83,747.15	134,685.68		218,432.83



Dental Insurance	\$62 Per Month X 26 FTE	12,170.60	4,666.21	7,504.39	12,170.60
Vision Insurance	0.000%	0.00	0.00	0.00	0.00
Unemployment Insurance	0.175%	2,253.76	864.09	1,389.67	2,253.76
Workers Compensation	various	13,764.41	5,277.27	8,487.13	13,764.41
Life Insurance	0.200% .200%, capped at \$50,000	1,517.15	581.67	935.47	1,517.15
Long Term Disability	0.200%	2,432.05	932.45	1,499.60	2,432.05
Severance	1.250%	16,098.30	6,172.09	9,926.21	16,098.30
Liability and Tuition	0.700%	9,015.05	3,456.37	5,558.68	9,015.05

Category Summary	73.31%	760,869.66	291,717.43	469,152.23	0.00	760,869.66
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**Contractual**

Contracts for Attorneys	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
22nd Circuit Court Attorney Costs	conflict appointed counsel	see attached	279,035.00	106,982.02	172,052.98		279,035.00
14A District Court Attorney Costs	conflict appointed counsel	see attached	30,486.00	11,688.33	18,797.67		30,486.00
14B District Court Attorney Costs	transition counsel and conflict contract	attached rates	37,754.69		37,754.69		37,754.69
Category Summary			347,275.69	118,670.35	228,605.34	0.00	347,275.69

Contracts for Experts and Investigators	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
	PD investigation	\$75 hr	60,000.00	23,004.00	36,996.00		60,000.00
	Conflict counsel investigation	\$75 hr	23,617.00	9,054.76	14,562.24		23,617.00
	Expert services	MIDC Guideline rates	23,617.00	9,054.76	14,562.24		23,617.00
Category Summary			107,234.00	41,113.52	66,120.48	0.00	107,234.00

Investigator budgeted under contract for first year

Contracts for Construction Projects	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Washtenaw County Facilities	14B Meeting Space	quote \$25,588	25,588.00	9,810.44	15,777.56		25,588.00
Category Summary			25,588.00	9,810.44	15,777.56	0.00	25,588.00

Contracts Other	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
AM Data Service	OnBase Module	Quote	36,000.00	13,802.40	22,197.60		36,000.00
Data Defender	Data Management	Quote	75,000.00	28,755.00	46,245.00		75,000.00
Category Summary			111,000.00	42,557.40	68,442.60	0.00	111,000.00

\*\$75,000 includes Purchase and Maintenance Costs for Data Defender Software

Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding	
						Sources	Total
Polycom - Jail & PD	CDW	3 units x 5228	15,684.00	15,350.00	334.00		15,684.00
Canon High Speed Scanner		1 unit	9,400.00	3,603.96	5,796.04		9,400.00
Category Summary			25,084.00	18,953.96	6,130.04	0.00	25,084.00

Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding	
						Sources	Total
Fleet Expenses	Washtenaw County Fleet	Total projected Lease + fuel + maintenance + admin County uses IRS rate of 54.5 cents per mile for reimbursement, budget is flat amount	9,466.00	3,629.26	5,836.74		9,466.00
Employee Mileage Reimbursement		Flat Budget Amount	8,353.00	0.00	8,353.00		8,353.00
Employee Development		\$4000 for 4 new APD	1,751.00	671.33	1,079.67		1,751.00
New APD Basic Skills Training		\$185 x 25 attys	16,000.00	0.00	16,000.00		16,000.00
Washtenaw County Bar Assn. Dues		\$20 x 25 attys	4,625.00	1,773.23	2,851.78		4,625.00
NAPD dues		12 sessions x 3 hours (prep inc) at @\$75 per hour	500.00	191.70	308.30		500.00
Standard Lunch Sessions	Paid Presenter	5 miles each way per session per APD at IRS Rate	2,700.00	1,035.18	1,664.82		2,700.00
Standard Lunch Sessions	Additional employee mileage	2 sessions x 5 hours (prep included) @ \$75 per hour	1,296.00	496.89	799.11		1,296.00
Brown Bag In Depth Lunch Sessions	Paid Presenter	5 miles each way per session per APD at IRS Rate	750.00	371.00	379.00		750.00
Brown Bag In Depth Lunch Sessions	Additional employee mileage		216.00	0.00	216.00		216.00
Category Summary			45,657.00	8,168.59	37,488.41	0.00	45,657.00

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding	
						Sources	Total
Office Supplies		County budget amount	9,568.00	6,262.00	3,306.00		9,568.00
Printing		County budget amount	7,340.00	2,814.16	4,525.84		7,340.00
postage		County budget amount	1,592.00	610.37	981.63		1,592.00
telephone		County budget amount	8,398.00	3,219.79	5,178.21		8,398.00
Books		County budget amount	9,049.00	3,469.39	5,579.61		9,049.00
Student Volunteer Program Exp		County budget amount	6,765.00	0.00	6,765.00		6,765.00
Subscriptions and Dues		County budget amount	7,585.00	2,908.09	4,676.91		7,585.00
Witness Fees		County budget amount	1,353.00	518.74	834.26		1,353.00
Stenographers		County budget amount	338.00	129.59	208.41		338.00
County Indirect Costs - CAP		2018 PD total plus per capita 2018 total for 11 new FTE	895,854.31	320,337.06	575,517.25		895,854.31
Category Summary			947,842.31	340,269.19	607,573.12	0.00	947,842.31
Budget Total			3,814,075.00	1,424,708.10	2,389,366.90	0.00	3,814,075.00

\*Includes 4 laptops for Interns @ approximately \$1500 each

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET**  
**VEHICLE AND TRAVEL SERVICES (VTS)**  
**SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED**  
**EMPLOYEES**  
**Effective January 1, 2019**

**MICHIGAN SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

**MICHIGAN IN-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
<b>Per Diem</b>	<b>\$87.00</b>	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

**OUT-OF-STATE SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

**OUT-OF-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
<b>Per Diem</b>	<b>\$97.00</b>	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

**Incidental Costs (per overnight stay) \$5.00**

**Mileage Rates**

Premium Rate	\$0.580 per mile
Standard Rate	\$0.340 per mile

\*See Select High Cost City Listing

\*\*Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or [www.somtravel.com](http://www.somtravel.com)

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
VEHICLE AND TRAVEL SERVICES (VTS)  
SELECT HIGH COST CITY LIST**

**TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE  
January 1, 2019**

**Michigan Select Cities / Counties**

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse Oakland Wayne

**Out of State Select Cities / Counties**

State	City / County	State	City / County
Arizona	Phoenix, Scottsdale, Sedona	Maryland	Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)
California	Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Massachusetts	Boston (Suffolk County), Burlington Cambridge, Woodburn Martha's Vineyard
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Connecticut	Bridgeport, Danbury	Nevada	Las Vegas
DC	Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland)	New Mexico	Santa Fe
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West	New York	Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains
Georgia	Brunswick, Jekyll Island	Ohio	Cincinnati
Idaho	Ketchum, Sun Valley	Pennsylvania	(Bucks County) Pittsburgh
Illinois	Chicago (Cook & Lake Counties)	Rhode Island	Bristol, Jamestown, Middletown, Newport (Newport County), Providence
Kentucky	Kenton	Texas	Austin, Dallas, Houston, LB Johnson Space Center
Louisiana	New Orleans	Utah	Park City (Summit County)
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford	Vermont	Manchester, Montpelier, Stowe (Lamoile County)
		Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

SHELLY EDGERTON  
DIRECTOR

**STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

In the matter of:

**The Michigan Indigent Defense Commission Proposed Minimum Standards**

Issued and entered this 22nd day of May, 2017.

**NOTICE AND ORDER APPROVING STANDARDS**

1. MCL 780.985 outlines the procedure for the Michigan Indigent Defense Commission (MIDC) to propose minimum standards for the local delivery of indigent criminal defense services and for the Department of Licensing and Regulatory Affairs (LARA) to approve or reject those standards.
2. MCL 780.985(4) requires the MIDC to convene a public hearing on the standards. Following a public comment period, the MIDC held a public hearing on a first set of proposed minimum standards on August 18, 2015.
3. After the hearing and public comment, the MIDC submitted these first four proposed standards to the Michigan Supreme Court for consideration on January 4, 2016.
4. The Michigan Supreme Court accepted written comments on the standards beginning January 11, 2016 through May 1, 2016, and held a public hearing on the standards on May 18, 2016.
5. On June 1, 2016, the Michigan Supreme Court issued an order conditionally approving the proposed standards, subject to legislative amendments to the MIDC Act.
6. The legislative amendments went into effect January 4, 2017, shifting the MIDC from an independent agency housed within the Judicial Branch to one within LARA.
7. Pursuant to MCL 780.985(4), the MIDC submitted the standards to LARA for approval or rejection on February 7, 2017.
8. The MIDC Act as amended gave LARA the authority to prescribe a manner for interested parties to voice opposition to the proposed minimum standards. LARA published notice of a 30-day comment period, which ended March 9, 2017.
9. MCL 780.985(4) provides that the proposed minimum standards are final once they are approved by LARA.

**IT IS THEREFORE ORDERED THAT**


Following review of the standards and public comment, the MIDC's Proposed Minimum Standards 1 – 4 are hereby **APPROVED** by LARA.

The MIDC shall mail notice to indigent criminal defense systems pursuant to MCL 780.985(5). Indigent criminal defense systems shall have 180 days from the date of this order to submit compliance plans to the MIDC pursuant to MCL 780.993(3).

**Petition for Review**

MCL §780.985(5) gives indigent criminal defense systems the ability to file a petition for review to determine whether the approved minimum standard is authorized by law. This petition must be filed in the Court of Claims within 60 days after the date of mailing notice of this Order on the recommended minimum standards.

**DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

  
\_\_\_\_\_  
Shelly Edgerton, Director

May 22, 2017  
Date



# Minimum Standards for Indigent Criminal Defense Services

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SET 1 - APPROVED BY THE DEPARTMENT OF LICENSING AND  
REGULATORY AFFAIRS

May 22, 2017

*Compliance plans and cost projections due November 20, 2017*

**Michigan Indigent Defense Commission**

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## Standard 1 Education and Training of Defense Counsel

The MIDC Act requires adherence to the principle that “[d]efense counsel is required to attend continuing legal education relevant to counsel’s indigent defense clients.” MCL 780.991(2)(e). The United States Supreme Court has held that the constitutional right to counsel guaranteed by the Sixth Amendment includes the right to the effective assistance of counsel. The mere presence of a lawyer at a trial “is not enough to satisfy the constitutional command.” *Strickland v Washington*, 466 US 668, 685; 104 S Ct 2052, 2063; 80 L Ed 2d 674 (1984). Further, the Ninth Principle of The American Bar Association’s *Ten Principles of a Public Defense Delivery System* provides that a public defense system, in order to provide effective assistance of counsel, must ensure that “Defense counsel is provided with and required to attend continuing legal education.”

The MIDC proposed a minimum standard for the education and training of defense counsel. The version conditionally approved by the Court and submitted by the MIDC and approved by the department is as follows:

**A. Knowledge of the law.** Counsel shall have reasonable knowledge of substantive Michigan and federal law, constitutional law, criminal law, criminal procedure, rules of evidence, ethical rules and local practices. Counsel has a continuing obligation to have reasonable knowledge of the changes and developments in the law. “Reasonable knowledge” as used in this standard means knowledge of which a lawyer competent under MRPC 1.1 would be aware.

**B. Knowledge of scientific evidence and applicable defenses.** Counsel shall have reasonable knowledge of the forensic and scientific issues that can arise in a criminal case, the legal issues concerning defenses to a crime, and be reasonably able to effectively litigate those issues.

**C. Knowledge of technology.** Counsel shall be reasonably able to use office technology commonly used in the legal community, and technology used within the applicable court system. Counsel shall be reasonably able to thoroughly review materials that are provided in an electronic format.

**D. Continuing education.** Counsel shall annually complete continuing legal education courses relevant to the representation of the criminally accused. Counsel shall participate in skills training and educational programs in order to maintain and enhance overall preparation, oral and written advocacy, and litigation and negotiation skills. Lawyers can discharge this obligation for annual continuing legal education by attending local trainings or statewide conferences. Attorneys with fewer than two years of experience practicing criminal defense in Michigan shall participate in one basic skills acquisition class. All attorneys shall annually complete at least twelve hours of continuing legal education. Training shall be funded through compliance plans submitted by the local delivery system or other mechanism that does not place a financial burden on assigned counsel. The MIDC shall collect or direct the collection of data regarding the number of hours of continuing legal education offered to and attended by assigned counsel, shall analyze the quality of the training, and shall ensure that the effectiveness of the training be measurable and validated. A report regarding these data shall be submitted to the Court annually by April 1 for the previous calendar year.

*Comment:*

*The minimum of twelve hours of training represents typical national and some local county requirements, and is accessible in existing programs offered statewide.*



## Standard 2 Initial Interview

The MIDC Act requires adherence to the principle that “[d]efense counsel is provided sufficient time and a space where attorney-client confidentiality is safeguarded for meetings with defense counsel’s client.” MCL 780.991(2)(a). United States Supreme Court precedent and American Bar Association Principles recognize that the “lack of time for adequate preparation and the lack of privacy for attorney-client consultation” can preclude “any lawyer from providing effective advice.” See *United States v Morris*, 470 F3d 596, 602 (CA 6, 2006) (citing *United States v Cronin*, 466 US 648; 104 S Ct 2039; 80 L Ed 2d 657 (1984)). Further, the Fourth Principle of The American Bar Association’s Ten Principles of a Public Defense Delivery System provides that a public defense system, in order to provide effective assistance of counsel, must ensure that “Defense counsel is provided sufficient time and a confidential space within which to meet with the client.”

The MIDC proposed a minimum standard for the initial client interview. The version conditionally approved by the Court and submitted by the MIDC and approved by the department is as follows:

**A. Timing and Purpose of the Interview:** Counsel shall conduct a client interview as soon as practicable after appointment to represent the defendant in order to obtain information necessary to provide quality representation at the early stages of the case and to provide the client with information concerning counsel’s representation and the case proceedings. The purpose of the initial interview is to: (1) establish the best possible relationship with the indigent client; (2) review charges; (3) determine whether a motion for pretrial release is appropriate; (4) determine the need to start-up any immediate investigations; (5) determine any immediate mental or physical health needs or need for foreign language interpreter assistance; and (6) advise that clients should not discuss the circumstances of the arrest or allegations with cellmates, law enforcement, family or anybody else without counsel present. Counsel shall conduct subsequent client interviews as needed. Following appointment, counsel shall conduct the initial interview with the client sufficiently before any subsequent court proceeding so as to be prepared for that proceeding. When a client is in local custody, counsel shall conduct an initial client intake interview within three business days after appointment. When a client is not in custody, counsel shall promptly deliver an introductory communication so that the client may follow-up and schedule a meeting. If confidential videoconference facilities are made available for trial attorneys, visits should at least be scheduled within three business days. If an indigent defendant is in the custody of the Michigan Department of Corrections (MDOC) or detained in a different county from where the defendant is charged, counsel should arrange for a confidential client visit in advance of the first pretrial hearing.

**B. Setting of the interview:** All client interviews shall be conducted in a private and confidential setting to the extent reasonably possible. The indigent criminal defense system shall ensure the necessary accommodations for private discussions between counsel and clients in courthouses, lock-ups, jails, prisons, detention centers, and other places where clients must confer with counsel.

**C. Preparation:** Counsel shall obtain copies of any relevant documents which are available, including copies of any charging documents, recommendations and reports concerning pretrial release, and discoverable material.

#### **D. Client status:**

1. Counsel shall evaluate whether the client is capable of participation in his/her representation, understands the charges, and has some basic comprehension of criminal procedure. Counsel has a continuing responsibility to evaluate, and, where appropriate, raise as an issue for the court the client's capacity to stand trial or to enter a plea pursuant to MCR 6.125 and MCL 330.2020. Counsel shall take appropriate action where there are any questions about a client's competency.
2. Where counsel is unable to communicate with the client because of language or communication differences, counsel shall take whatever steps are necessary to fully explain the proceedings in a language or form of communication the client can understand. Steps include seeking the appointment of an interpreter to assist with pretrial preparation, interviews, investigation, and in- court proceedings, or other accommodations pursuant to MCR. 1.111.

#### *Comments:*

1. *The MIDC recognizes that counsel cannot ensure communication prior to court with an out of custody indigent client. For out of custody clients the standard instead requires the attorney to notify clients of the need for a prompt interview.*
2. *The requirement of a meeting within three business days is typical of national requirements (Florida Performance Guidelines suggest 72 hours; in Massachusetts, the Committee for Public Counsel Services Assigned Counsel Manual requires a visit within three business days for custody clients; the Supreme Court of Nevada issued a performance standard requiring an initial interview within 72 hours of appointment).*
3. *Certain indigent criminal defense systems only pay counsel for limited client visits in custody. In these jurisdictions, compliance plans with this standard will need to guarantee funding for multiple visits.*
4. *In certain systems, counsel is not immediately notified of appointments to represent indigent clients. In these jurisdictions, compliance plans must resolve any issues with the failure to provide timely notification.*
5. *Some jurisdictions do not have discovery prepared for trial counsel within three business days. The MIDC expects that this minimum standard can be used to push for local reforms to immediately provide electronic discovery upon appointment.*
6. *The three-business-day requirement is specific to clients in "local" custody because some indigent defendants are in the custody of the Michigan Department of Corrections (MDOC) while other defendants might be in jail in a different county from the charging offense.*
7. *In jurisdictions with a large client population in MDOC custody or rural jurisdictions requiring distant client visits compliance plans might provide for visits through confidential videoconferencing.*
8. *Systems without adequate settings for confidential visits for either in-custody or out-ofcustody clients will need compliance plans to create this space.*
9. *This standard only involves the initial client interview. Other confidential client interviews are expected, as necessary.*

### **Standard 3 Investigation and Experts**

The United States Supreme Court has held: (1) "counsel has a duty to make reasonable investigations or to make a reasonable decision that makes particular investigations unnecessary." *Strickland v Washington*, 466 US 668, 691; 104 S Ct 2052, 2066; 80 L Ed 2d 674 (1984); and (2) "[c]riminal cases will arise where the only reasonable and available defense strategy requires consultation with experts or introduction of expert evidence, whether pretrial, at trial, or both." *Harrington v Richter*, 562 US 86, 106; 131 S Ct 770, 788; 178 L Ed 2d 624 (2011). The MIDC Act authorizes "minimum standards for the local delivery of indigent criminal defense services providing effective assistance of counsel..." MCL 780.985(3).

The MIDC proposed a minimum standard for investigations and experts. The version conditionally approved by the Court and submitted by the MIDC and approved by the department is as follows:

- A. Counsel shall conduct an independent investigation of the charges and offense as promptly as practicable.
- B. When appropriate, counsel shall request funds to retain an investigator to assist with the client's defense. Reasonable requests must be funded.
- C. Counsel shall request the assistance of experts where it is reasonably necessary to prepare the defense and rebut the prosecution's case. Reasonable requests must be funded as required by law.
- D. Counsel has a continuing duty to evaluate a case for appropriate defense investigations or expert assistance. Decisions to limit investigation must take into consideration the client's wishes and the client's version of the facts.

#### *Comments:*

- 1. The MIDC recognizes that counsel can make "a reasonable decision that makes particular investigations unnecessary" after a review of discovery and an interview with the client. Decisions to limit investigation should not be made merely on the basis of discovery or representations made by the government.*
- 2. The MIDC emphasizes that a client's professed desire to plead guilty does not automatically alleviate the need to investigate.*
- 3. Counsel should inform clients of the progress of investigations pertaining to their case.*
- 4. Expected increased costs from an increase in investigations and expert use will be tackled in compliance plans.*

### **Standard 4 Counsel at First Appearance and other Critical Stages**

The MIDC Act provides that standards shall be established to effectuate the following: (1) "All adults, except those appearing with retained counsel or those who have made an informed waiver of counsel, shall be screened for eligibility under this act, and counsel shall be assigned as soon as an indigent adult is determined to be eligible for indigent criminal defense services." MCL 780.991(1)(c); (2) "A preliminary inquiry regarding, and the determination of, the indigency of any defendant shall be made by the court not later than at the defendant's first appearance in court. MCL 780.991(3)(a); (3) ...counsel continuously represents and

personally appears at every court appearance throughout the pendency of the case.” MCL 780.991(2)(d)(emphasis added).

The MIDC proposed a minimum standard on counsel at first appearance and other critical stages. The version conditionally approved by the Court and submitted by the MIDC and approved by the department is as follows:

A. Counsel shall be assigned as soon as the defendant is determined to be eligible for indigent criminal defense services. The indigency determination shall be made and counsel appointed to provide assistance to the defendant as soon as the defendant’s liberty is subject to restriction by a magistrate or judge. Representation includes but is not limited to the arraignment on the complaint and warrant. Where there are case-specific interim bonds set, counsel at arraignment shall be prepared to make a de novo argument regarding an appropriate bond regardless of and, indeed, in the face of, an interim bond set prior to arraignment which has no precedential effect on bond-setting at arraignment. Nothing in this paragraph shall prevent the defendant from making an informed waiver of counsel.

B. All persons determined to be eligible for indigent criminal defense services shall also have appointed counsel at pre-trial proceedings, during plea negotiations and at other critical stages, whether in court or out of court.

*Comments:*

*1. The proposed standard addresses an indigent defendant’s right to counsel at every court appearance and is not addressing vertical representation (same defense counsel continuously represents) which will be the subject of a future minimum standard as described in MCL 780.991(2)(d).*

*2. One of several potential compliance plans for this standard may use an on-duty arraignment attorney to represent defendants. This appointment may be a limited appearance for arraignment only with subsequent appointment of different counsel for future proceedings. In this manner, actual indigency determinations may still be made during the arraignment.*

*3. Among other duties, lawyering at first appearance should consist of an explanation of the criminal justice process, advice on what topics to discuss with the judge, a focus on the potential for pre-trial release, or achieving dispositions outside of the criminal justice system via civil infraction or dismissal. In rare cases, if an attorney has reviewed discovery and has an opportunity for a confidential discussion with her client, there may be a criminal disposition at arraignment.*

*4. The MIDC anticipates creative and cost-effective compliance plans like representation and advocacy through videoconferencing or consolidated arraignment schedules between multiple district courts.*

*5. This standard does not preclude the setting of interim bonds to allow for the release of in-custody defendants. The intent is not to lengthen any jail stays. The MIDC believes that case-specific interim bond determinations should be discouraged. Formal arraignment and the formal setting of bond should be done as quickly as possible.*

*6. Any waiver of the right to counsel must be both unequivocal and knowing, intelligent, and voluntary. People v Anderson, 398 Mich 361; 247 NW2d 857 (1976). The uncounseled defendant must have sufficient information to make an intelligent choice dependent on a range of case-specific factors, including his education or sophistication, the complexity or easily grasped nature of the charge, and the stage of the proceeding.*

**WORK ORDER**  
**JULY 29, 2019**

Project Information	
AKT PEERLESS PROJECT NUMBER:	14118f
AKT PEERLESS PROPOSAL NUMBER:	PF-24857
PROJECT ADDRESS:	1150 Midway Road, Ypsilanti, MI
Description of Activity	
<p>Impacted soil exceeding the EGLE Residential Direct Contact (DC) Criteria was identified at one boring location during the subsurface investigation. This work order covers the removal of soil in the area of that boring, transport to a Type II landfill, verification sampling and backfill with clean Class II sand upon favorable results from the verification sampling data. AKT will oversee the on-site activities and prepare a summary report. It is assumed the approximately 50-60 square feet of concrete that will need to be removed to complete the excavation can stay on-site with the remaining slab. The cost variance represents an estimate of 80 to 120 tons of soil for removal. Should visual observations of soil differing from that of the impacted soil be identified closer to the impact boring, less soil will be removed in hopes the differing soil will not exhibit impact.</p>	
Category	Cost
Project Management (including coordination with landfill)	\$880
Oversight of excavation, verification sampling activities	\$1,470
Subcontractor cost to excavate, transport soil to a Type II landfill, and backfill (at a later date) with clean Class II sand (compacted with excavator equipment)	\$8,760 - \$12,120
Laboratory fees (up to 6 samples for PNA analysis with a 48 hour rushed turnaround time)	\$905
Oversight of backfill activities including photographs	\$790
Summary report	\$960
Field expenses including AKT mileage	\$325
<b>Work Order Total</b>	<b>\$14,090 – 17,450*</b>

\* Should unexpected conditions be found at the site during the excavation activities, additional work may be required. No additional work will be completed without authorization by the Client.

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

This work order proposal was submitted by:

This proposal accepted by:



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

\_\_\_\_\_  
Brenda Stumbo  
Ypsilanti Township

DATE: \_\_\_\_\_

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2019-33

### 2019 CONNECTING COMMUNITIES INITIATIVE

**WHEREAS**, the Washtenaw County Parks and Recreation Commission has a "Connecting Communities" Initiative; and

**WHEREAS**, this initiative allows communities in Washtenaw County to receive grant funds for local trail projects to connect communities; and

**WHEREAS**, Ypsilanti Township has an opportunity to invest \$100,000 in engineering design and construction costs to receive an estimated \$210,000 for the construction of a pathway on Huron Street, from S. Huron River Dr. to Joe Hall Dr. through this grant process; and

**WHEREAS**, there is a continual need to enhance our bike path trail system and provide connections to the Ford Lake/Hydro Park Trails, the Iron Belle Trail System, the City of Ypsilanti and Van Buren Township and safe pedestrian access to key employment centers; and

**WHEREAS**, applications are due by September 15, 2019 for the 2020 construction year and the award will be made before the end of 2020; and

**WHEREAS**, there are collaborative efforts under way with MDOT, the City of Ypsilanti, Ypsilanti Township and Washtenaw County Parks and Recreation to create a pathway connection between the City and Township over the I-94 overpass to provide safe access to numerous recreation activities along the Huron River and Ford Lake in both communities and the Huron St. pathway is necessary to develop the connections; and

**WHEREAS**, the anticipated cost to the Township would not exceed \$100,000; and

**WHEREAS**, plans are underway to budget the \$100,000 funds in the 2020 Budget;

**NOW THEREFORE BE IT RESOLVED** that the Charter Township of Ypsilanti Board of Trustees approves this expenditure for engineering and construction not to exceed \$100,000 and authorizes signing of the application and any necessary contracts and submittal of the application by the Township for the Connecting Communities Initiative Grant.



### Connecting Communities Application

Complete and submit the following form along with support materials. Project applications must be received by **5:00 PM on September 15** for funding consideration in 2019. Please answer the following questions. (Limit each response to 250 words. Additional pages may be submitted). *Only applicants with an approved pre-proposal form on file will be considered.*

<i>Project Title:</i> <u>Huron St Pathway Phase #1</u>		
<i>Funding Type (check all that apply):</i>		
<input type="checkbox"/> Feasibility/engineering study	<input checked="" type="checkbox"/> Engineering	<input checked="" type="checkbox"/> Construction
<u>\$ 210,000.00</u> <i>Amount Being Requested</i>	<u>\$ 310,000.00</u> <i>Estimated Total Project Costs</i>	
<i>Project Description:</i> <u>The proposed pathway provides a critical connection to existing pathway and several pedestrian destinations including bus stops, the future I-94 pedestrian bridge pathway, a future Township and County parks and recreation development, and other local pedestrian friendly businesses. Difference of funding costs will be covered by the Township.</u>		
<u>2800 ft</u> <i>Approximate Project Length</i>	<u>From Joe Hall Dr to S Huron River Dr</u> <i>Proposed Starting &amp; End Points</i>	
<u>Ypsilanti Township, 7200 S. Huron River Dr, Ypsilanti, MI 48197</u> <i>Community Name and Address</i>		
<u>Matt Parks, PE</u> <i>Project Manager Name</i>	<u>Principal, OHM Advisors</u> <i>Title</i>	
<u>734-522-6711</u> <i>Telephone</i>	<u>matt.parks@ohm-advisors.com</u> <i>Email</i>	
<u></u> <i>Authorized Signature</i>	<u></u> <i>Print Name &amp; Title</i>	<u></u> <i>Date</i>

<b>WCPARC use only</b>	
Received by:	Date:

1. What are the benefits of this project?

The proposed pathway project would provide a community connection to existing pathway and several pedestrian destinations, including both business and tax funded facilities. Huron Street has a high volume of pedestrian traffic, and unfortunately unsafe means of travel and lack of refuge exists along Huron Street. Pedestrians often walk along the shoulder of Huron Street, resulting in unsafe conditions for their wellbeing. The Huron St. corridor is a major connector to large employment centers with many pedestrian using this area to walk to and from work. This pathway will enable residents to reach large shopping areas for groceries, drugstores, and restaurants for both employment and services. This pathway system will provide safe passage for pedestrians walking to a variety of bus stops that provide linkage to the entire AAATA public transportation system that serves all of Washtenaw County. This project would enable a safer opportunity of travel for the community and the large population of pedestrians in the area.

2. What community facilities are proposed to be connected by this project?

The proposed project would link Ypsilanti Township to the City of Ypsilanti with Phase 2 acceptance in 2020. The Township has also engaged in plans to build a YMCA along Huron Street, that would directly tie-in with the proposed pathway. Other facilities the pathway would help connect to are: the Ypsilanti District Library, North Bay Park, and the Eagle Crest Golf Club. Once the pedestrian pathway is completed from the City of Ypsilanti to S. Huron River Dr, it will complete the current 6-7 mile loop of trails around Ford Lake. This loop of trails would include the Grove Rd. pathway and the Iron Belle Trail system. This loop of trails will enable safe pedestrian travel from Washtenaw County to Wayne County all along the Huron River/Ford Lake with stops at North Bay Park, Loon Feather Point Park, North Hydro Park and Lakeview Park (with complete accessibility for fishing, kayaking and canoeing).

3. If constructed, how will the trail be maintained?

Ypsilanti Township will be responsible for all maintenance required for this pathway, excluding the winter season.

4. What planning documents show the location of this trail? Provide page reference.

The overall proposed pathway and several delineated maps of proposed work have been provided as attachments.

5. What natural and cultural features can be seen from the trail?

North Bay Park and Ford Lake may be seen while pedestrians traverse along the proposed trail path. Culturally, Ypsilanti is rich in its history, and while the District Library can't be seen – it can be traveled to easier with the funding of the project.



Community: Ypsilanti Township  
Project Title: Huron St Pathway Phase #1

6. What are likely objections to this project? How will these be addressed?

Near the south end of this project, located at the northwest corner of the intersection of Huron St and S Huron River Dr, Bethesda Church may be an objection to the project. To circumnavigate existing utilities and poles near the roadway, an easement (approximately 10 ft) will be required to construct the pathway slightly past the right-of-way. We have reached out to the establishment through requesting a letter of support and hope to have their response on the proposed project.

7. What efforts will be made to reduce the environmental impact of this project?

In order to reduce the environmental impact of this project, the Township plans to utilize industry standard soil erosion and sediment control measures. The preliminary design also focused on not removing existing trees.

8. How will this project be funded?

This project is intending to be majority funded through the grant funds available through the Connecting Communities project by Washtenaw County Parks and Recreation. Ypsilanti Township has agreed to fund the remaining \$100,000 to bridge the gap for the remaining project costs.

9. List confirmed and proposed funders.

Ypsilanti Township has verified to be a strong supporter and funder for the project.

10. What background work has already been completed for the project?

This project has completed an engineer's estimate done to get an idea as to the overall cost of the project.

Community: Ypsilanti Township  
Project Title: Huron St Pathway Phase #1

11. What permits are needed for this project (not applicable to feasibility studies)?

An easement on the Bethesda Church property, a Washtenaw County Road Commission (WCRC) permit for work within all Huron Street right-of-way, and a soil erosion and sedimentation control permit from the Ypsilanti Township Office of Community Standards will be required for this project. No other permits are anticipated at this time.

12. What background work needs to be completed for the project?

No background work is anticipated for this proposed pathway project.

All Funding Applications (*please check-off*):

- Application
- Resolution of Support from executive body where the proposed trail will be located
- Attach an 8.5"x11" map of the proposed/planned trail location
- Up to 10 (ten) images of proposed/planned trail location
- One (1) paper and one (1) digital copy

Construction Funding Application Only (*please check-off*):

- Cost Opinions for total project, drafted by a professional consultant
- Completed feasibility study, "in progress" engineering drawings, or demonstrated constructability

**Submit application to:**

**Kira Macyda, Park Planner, P.O. Box 8645, Ann Arbor, MI 48107-8645 and  
macydak@washtenaw.org.**

# Huron Street Pathway Phase #1 Project Limits

## Legend

 Pathway



Joe Hall Dr

Brinker Way

Seaver Way

Huron St

Morgan Rd

S Huron River Dr



# Huron Street Pathway Phase #1

Map #1

### Legend

- Sign
- Pole
- Manhole/Catch Basin
- Concrete (8ft wide)
- Asphalt Pathway (10ft wide)

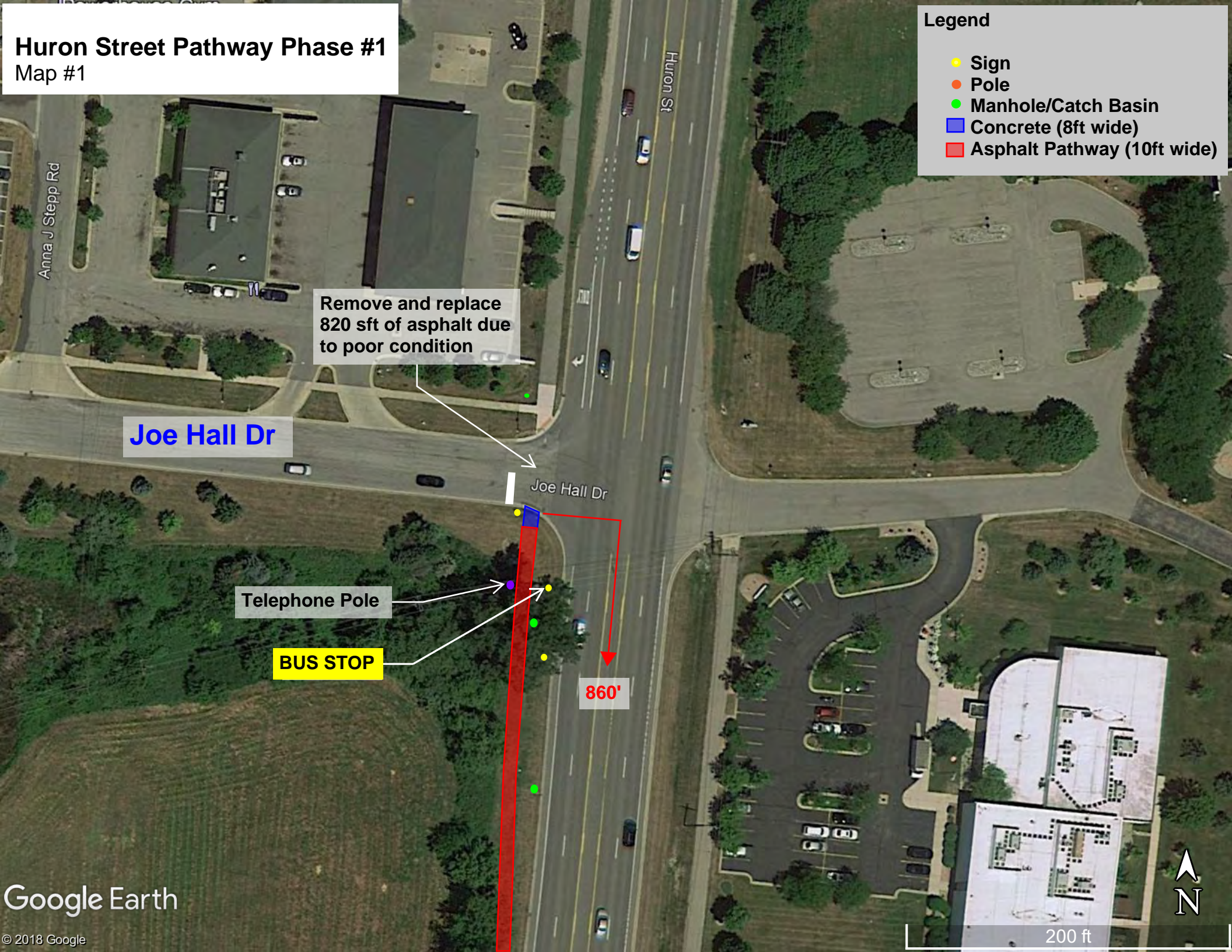
Remove and replace 820 sft of asphalt due to poor condition

Joe Hall Dr

Telephone Pole

BUS STOP

860'



# Huron Street Pathway Phase #1

Map #2

**Legend**

- Sign
- Pole
- Manhole/Catch Basin
- Concrete (8ft wide)
- Asphalt Pathway (10ft wide)

860'

Tree Trimming



Huron St



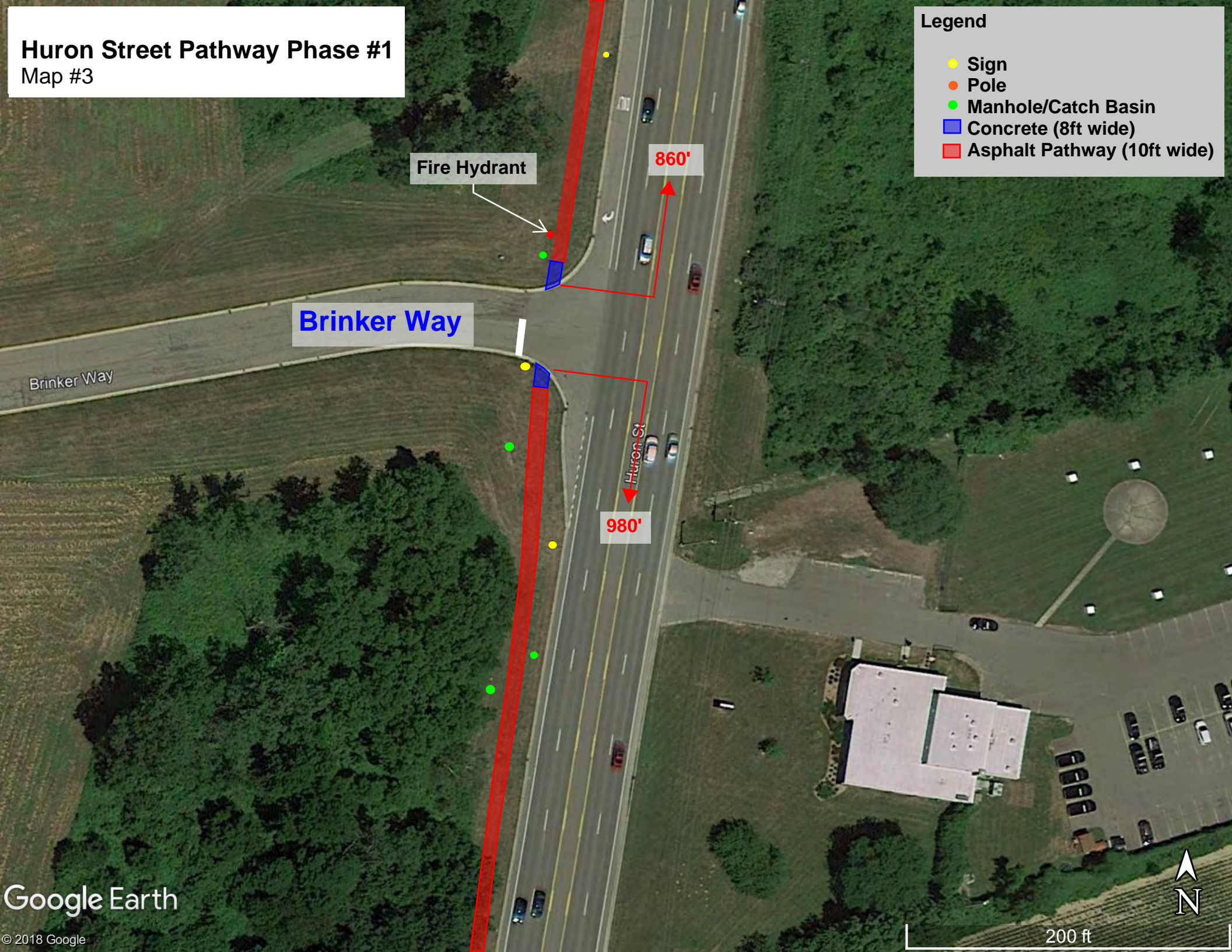
200 ft

# Huron Street Pathway Phase #1

Map #3

**Legend**

- Sign
- Pole
- Manhole/Catch Basin
- Concrete (8ft wide)
- Asphalt Pathway (10ft wide)



Fire Hydrant

Brinker Way

Brinker Way

860'

980'

Huron St

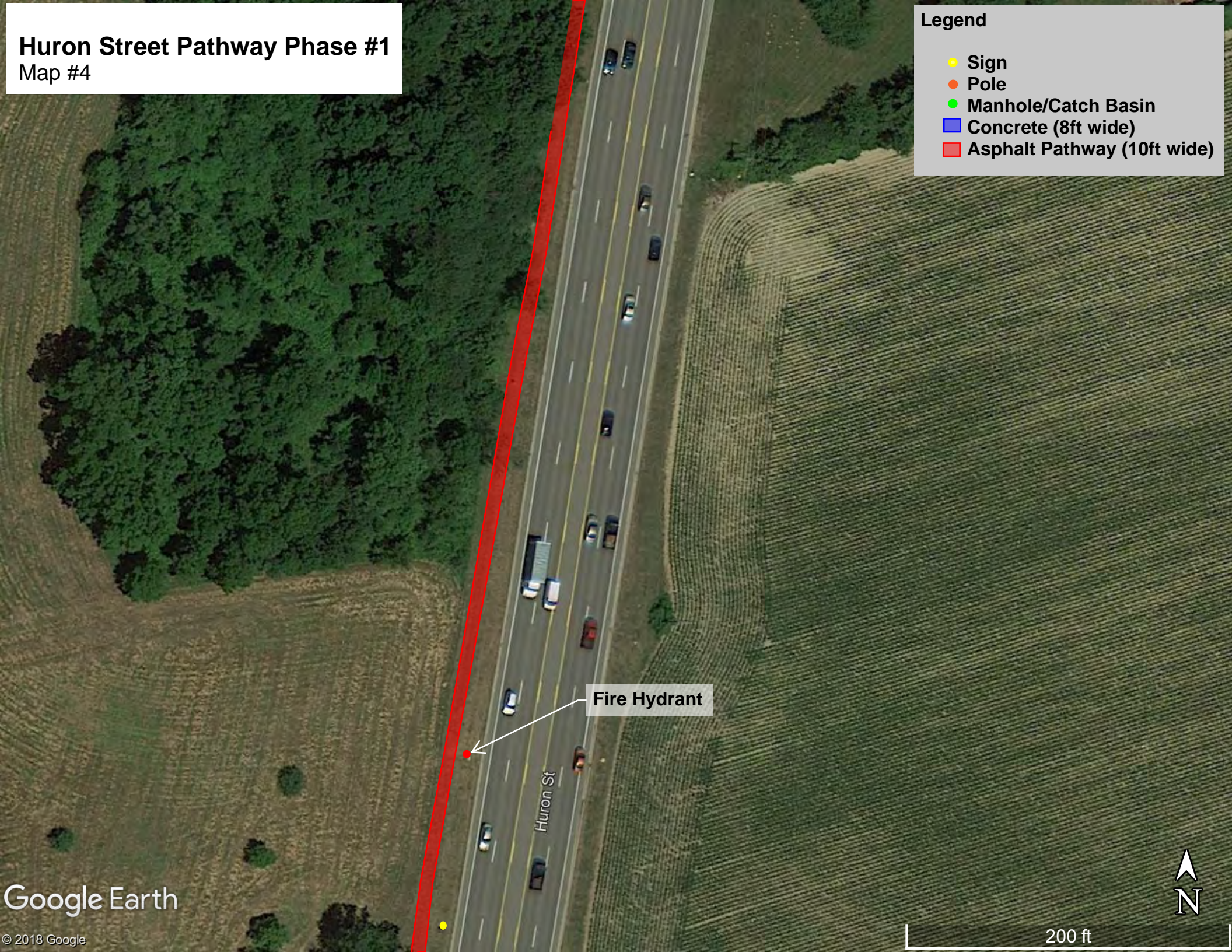


# Huron Street Pathway Phase #1

Map #4

**Legend**

- Sign
- Pole
- Manhole/Catch Basin
- Concrete (8ft wide)
- Asphalt Pathway (10ft wide)



Fire Hydrant

Huron St

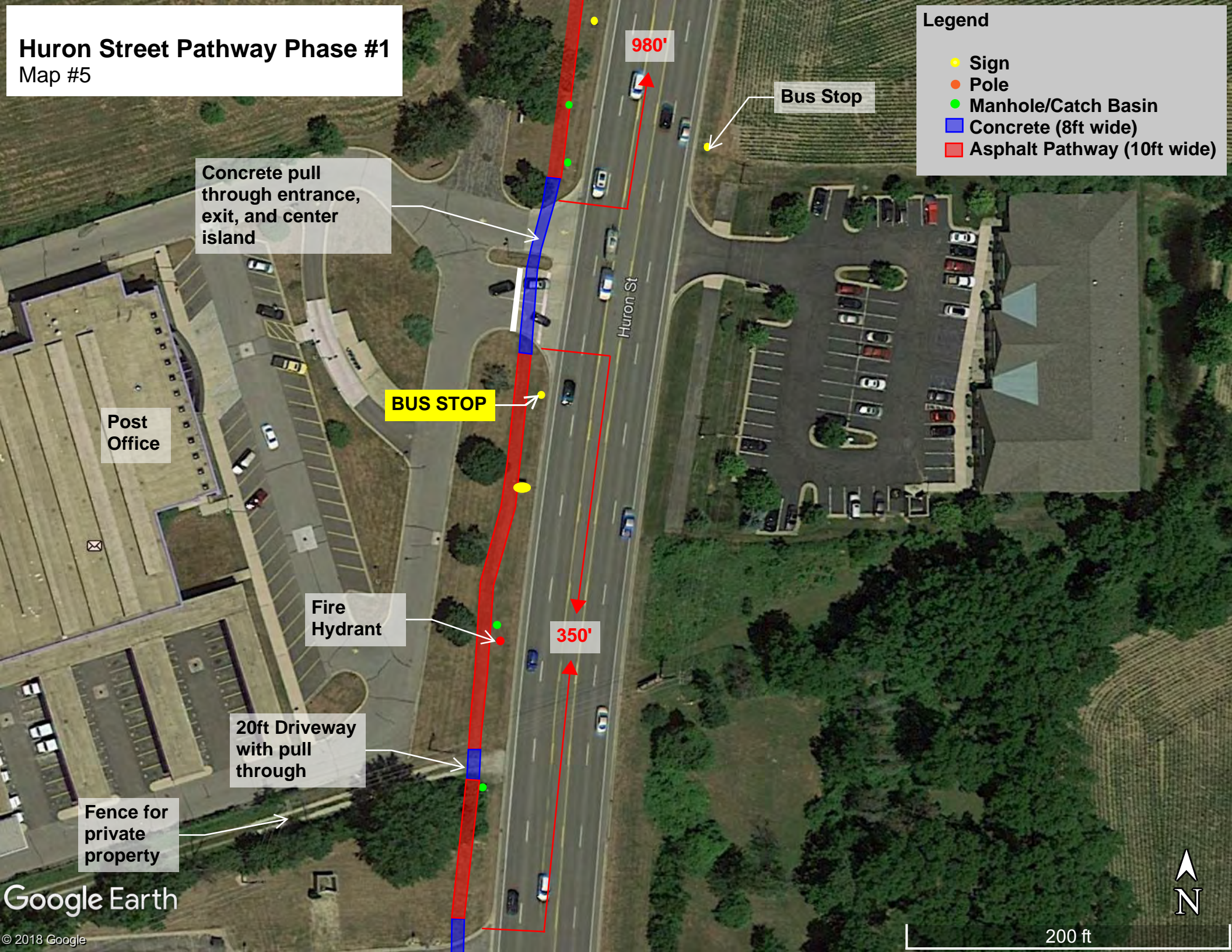


# Huron Street Pathway Phase #1

Map #5

**Legend**

- Sign
- Pole
- Manhole/Catch Basin
- Concrete (8ft wide)
- Asphalt Pathway (10ft wide)



Concrete pull through entrance, exit, and center island

Post Office

**BUS STOP**

Fire Hydrant

20ft Driveway with pull through

Fence for private property

Huron St

980'

350'

Bus Stop



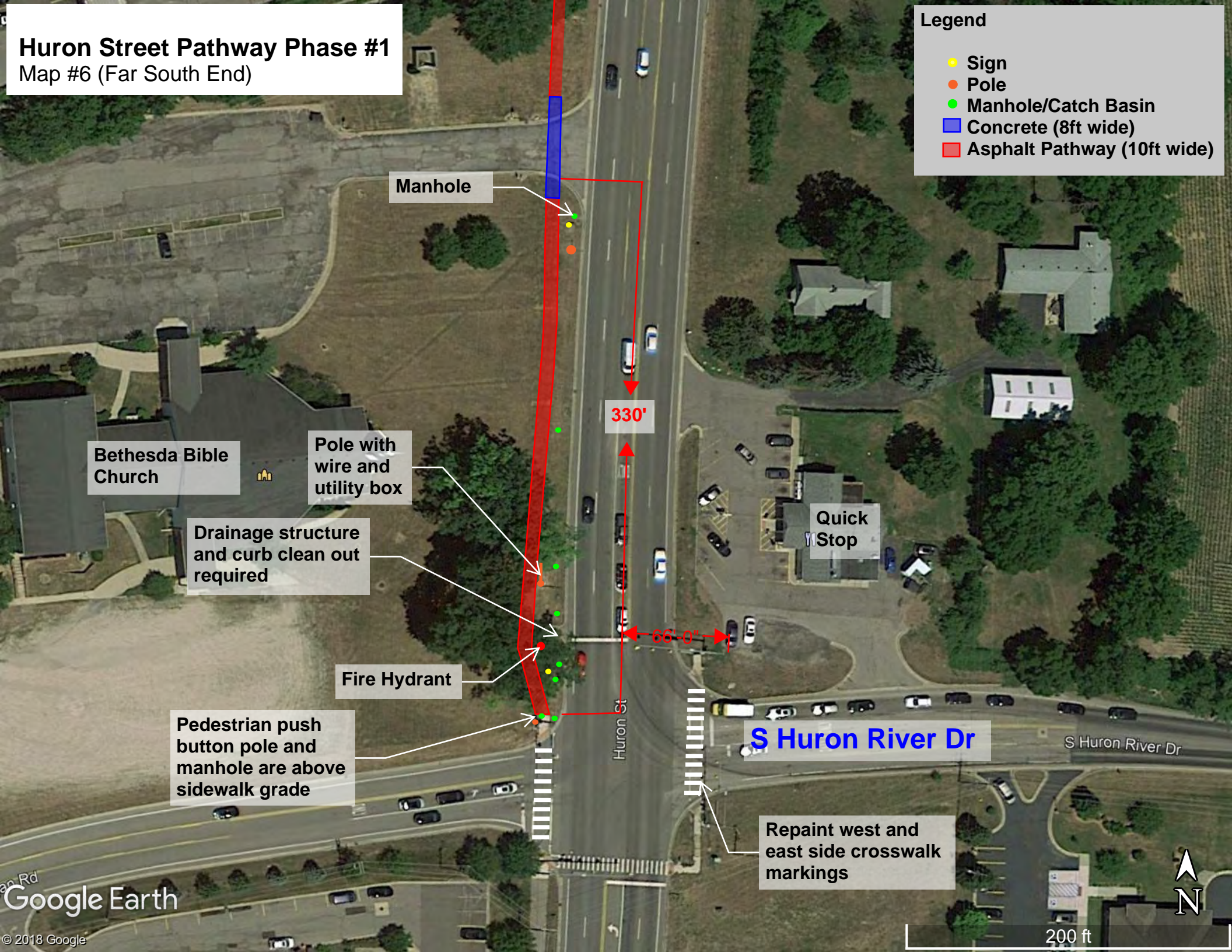


# Huron Street Pathway Phase #1

Map #6 (Far South End)

**Legend**

- Sign
- Pole
- Manhole/Catch Basin
- Concrete (8ft wide)
- Asphalt Pathway (10ft wide)



Manhole

330'

Bethesda Bible Church

Pole with wire and utility box

Drainage structure and curb clean out required

Quick Stop

Fire Hydrant

Pedestrian push button pole and manhole are above sidewalk grade

Huron St

66'-0"

S Huron River Dr

Repaint west and east side crosswalk markings



**Zimbra****Istanfield@ytown.org**

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**Re: [SPF-NOSPF] 2018 AFG MOU for Thermal Imaging Cameras**

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**From :** Eric R. Copeland  
<ecopeland@ytown.org>

Wed, Aug 14, 2019 03:18 PM

**Subject :** Re: [SPF-NOSPF] 2018  
AFG MOU for Thermal  
Imaging Cameras**To :** Karen Lovejoy Roe  
<klovejoyroe@ytown.org>**Cc :** Javonna Neel  
<jneel@ytown.org>, Lisa  
Garrett  
<Istanfield@ytown.org>

Here you go:

AFG cost for MOU Thermal Imaging Cameras @ \$8000 per unit times 5 units = \$40,000 total divided by 10% = \$4000 cost match for YTFD.

AFG cost for MOU Turn Out Gear Protective Clothing @ \$4500 per set times 12 sets = \$54,000 total divided by 10% = \$5400 cost match for YTFD, budgeted in line 206-206-000-741-100 for FY 2019

AFG cost for MOU Nozzle & Appliances for various types nozzles, appliances and tips = \$20,000 total divided by 10% = \$2000 cost match for YTFD.

Chief Copeland

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**From:** "Karen Lovejoy Roe" <klovejoyroe@ytown.org>**To:** "Eric R. Copeland" <ecopeland@ytown.org>**Cc:** "Javonna Neel" <jneel@ytown.org>, "Lisa Garrett" <Istanfield@ytown.org>

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CHELSEA AREA FIRE AUTHORITY AND ITS REGIONAL  
PARTICIPATING PARTNERS  
2018 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM

Thermal Imaging Cameras

**PREAMBLE**

This Memorandum of Understanding (“MOU”) is entered into between the Chelsea Area Fire Authority (hereafter “Hosting Organization”) and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2018 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of Thermal Imaging Cameras;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

**TERMS**

**I. Purpose**

The purpose of this MOU is to establish a cooperative agreement between the Chelsea Area Fire Authority, the programmatic and financial administrator (host) for the Chelsea Area Fire Authority and its Regional Participating Partners, (hereinafter the “Regional Participating Partners”) to secure a 2018 Assistance to Firefighters Grant and to provide Thermal Imaging Cameras for the region’s safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Chelsea Area Fire Authority and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

## **II. Definitions**

*Authorized Representative:* The fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

*Equipment:* Thermal Imaging Cameras and appropriate associated accessories

*Host Organization:* Chelsea Area Fire Authority

*Regional Participating Partners:* Any government entity that executes this MOU.

## **III. Background to the Assistance Firefighters Grant Project**

### **Purpose and Objective:**

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2018 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2018 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

### **Problem Statement:**

In Washtenaw and Wayne Counties, the Chelsea Area Fire Authority and the said Regional Participating Partners lack the appropriate Thermal Imaging Cameras to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Equipment would be the first step in implementing common Thermal Imaging Cameras among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partner's Thermal Imaging Cameras.
3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Authority and the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Chelsea Area Fire Authority and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interpretational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with Mutual Aid programs.

#### **IV. Responsibilities of the Chelsea Area Fire Authority**

As the Hosting Organization for the 2018 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and/or Equipment after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
  1. Invoicing the Regional Participating Partners for their share of the 10% matching grant cost (if applicable) of Equipment based on the count of each department's personnel or requested equipment number at time of Training and/or Equipment purchase.
  2. Arranging payment to vendors.
  3. Preparing program and fiscal reports required by the grantor.
  4. Auditing and tracking grant funds and deliverables as required by the grantor.
  5. Coordinate procurement of the Equipment through a competitive bidding process in compliance with the Chelsea Area Fire Authority's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

#### **IV. Responsibilities of the Regional Participating Partners**

Each of the Regional Participating Partners will:

- a. Provide funding share of the 10% matching grant cost of Equipment based on the department's personnel number at time of Equipment and Training Purchase. The share of cost shall be paid upon receipt of invoice from the Authority, in advance of Equipment procurement.
- b. Participate and train its employees on the Equipment which will be documented.
- c. Provide the following assigned liaison(s):
  1. Primary Contact who is responsible for: the Regional Partner's point of contact.
  2. Training Contact who is responsible to oversee the Regional Partner's training
  3. Fiscal Contact: responsible for accounting, fiscal reporting and payment.
- d. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.
- e. Be responsible for their received equipment maintenance as needed

## **VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements**

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

## **VII. Arbitration of Disputes**

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

## **VIII. Indemnification**

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Chelsea Area Fire Authority pursuant to the terms of this MOU shall be the responsibility of the Chelsea Area Fire Authority if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Chelsea Area Fire Authority or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of a Regional Participating Partner, or its employees shall be the responsibility of the Regional Participating Partner if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Regional Participating Partner or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the Regional Participating Partner, or the employees of any of them as provided by common law, statute, or court decision.

## **IX. Insurance**

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

## **X. Termination of the MOU**

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and/or Equipment and with 30 days' written notice to the Authority's Project Lead.

## **XI. Notice**

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Chelsea Area Fire Authority's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Chelsea Area Fire Authority has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

## **XII. Choice of Law; Severability**

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

## **XIII. Authority to Enter into MOU; Execution by Counterpart**

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

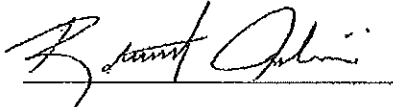
This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY Chelsea Area Fire Authority

Chelsea Area Fire Authority, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Chelsea Area Fire Authority.

**Chelsea Area Fire Authority**  
**(Regional Participating Partner)**

 Date: 7/28/2019

Robert Arbini, Fire Chief

EIN: 38-3479379



ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY AUGUSTA TOWNSHIP FIRE DEPARTMENT

Augusta Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Augusta Township Fire Department.

**Augusta Township Fire Department**  
**(Regional Participating Partner)**

 Date: 7/29/19

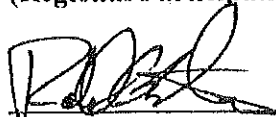
**David Music, Fire Chief**

**EIN: 38-2042062**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER  
BY MILAN AREA FIRE DEPARTMENT

Milan Area Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Milan Area Fire Department.

**Milan Area Fire Department**  
**(Regional Participating Partner)**



Date: 7-29-2019

**Bob Stevens, Fire Chief**

**EIN: 38-2334316**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY NORTHFIELD TOWNSHIP FIRE DEPARTMENT

Northfield Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Northfield Township Fire Department.

**Northfield Township Fire Department**  
**(Regional Participating Partner)**

      Date: 7-29-19

**William Wagner, Fire Chief**

**EIN: 38-1812291**

#### **XIV. Extent of Agreement; Amendments**

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

**Salem Township Fire Department  
(Regional Participating Partner)**

 Date: 29 July 2019  
James C Rachwal, Fire Chief

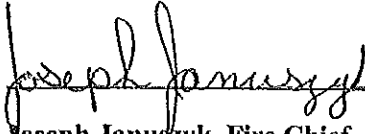
EIN: 38-2145514

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY SUMPTER TOWNSHIP FIRE DEPARTMENT

Sumpter Township, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Sumpter Township.

**Fire Department**  
**(Regional Participating Partner)**

 Date: 7.29.2019  
Joseph Januszyk, Fire Chief

EIN: 38 - 6027458

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY VAN BUREN TOWNSHIP FIRE DEPARTMENT

Van Buren Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Van Buren Township Fire Department.

**Van Buren Township Fire Department**  
**(Regional Participating Partner)**



Date: 7-29-19

**Amy Brow, Fire Chief**

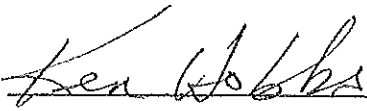
**EIN: 38-6007135**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI CITY FIRE DEPARTMENT

Ypsilanti City Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti City Fire Department.

**Ypsilanti City Fire Department**  
**(Regional Participating Partner)**

 Date: 07/29/19

**Ken Hobbs, Fire Chief**

**EIN: 38-600475**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI TOWNSHIP FIRE DEPARTMENT

Ypsilanti Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township Fire Department.

**Ypsilanti Township Fire Department  
(Regional Participating Partner)**

  
\_\_\_\_\_  
Date: 7/29/2019

Eric Copeland, Fire Chief

EIN: 38-6007433



# 2018 Regional Grant MOU for Thermal Imaging Cameras

## Exhibit A

### Points of Contact

Agency	Title	Name	Phone Number	Email
CHELSEA AREA FIRE AUTH.	Primary	Rob Arbini	313-719-6570	<a href="mailto:chiefarbini@chelseafire.org">chiefarbini@chelseafire.org</a>
	Fiscal	Rob Arbini	313-719-6570	<a href="mailto:chiefarbini@chelseafire.org">chiefarbini@chelseafire.org</a>
	Training	Chris Smyth	734-649-6213	<a href="mailto:csmyth@chelseafire.org">csmyth@chelseafire.org</a>
AUGUSTA TOWNSHIP FD	Primary			
	Fiscal			
	Training			
MILAN AREA FIRE DEPT.	Primary			
	Fiscal			
	Training			
NORTHFIELD TOWNSHIP FD	Primary			
	Fiscal			
	Training			
SALEN TOWNSHIP FD	Primary			
	Fiscal			
	Training			
SUMPTER TOWNSHIP FD	Primary			
	Fiscal			
	Training			
VAN BUREN FD	Primary			
	Fiscal			
	Training			
YPSILANTI FD	Primary			
	Fiscal			
	Training			
YPSILANTI TOWNSHIP FD	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MILAN AREA FIRE DEPARTMENT AND ITS REGIONAL  
PARTICIPATING PARTNERS  
2018 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM**

**Nozzles and Appliances**

**PREAMBLE**

This Memorandum of Understanding (“MOU”) is entered into between the Milan Area Fire Department (hereafter “Hosting Organization”) and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2018 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of Nozzles and Appliances;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

**TERMS**

**I. Purpose**

The purpose of this MOU is to establish a cooperative agreement between the Milan Area Fire Department, the programmatic and financial administrator (host) for the Milan Area Fire Department and its Regional Participating Partners, (hereinafter the “Regional Participating Partners”) to secure a 2018 Assistance to Firefighters Grant and to provide Fire Nozzles and Appliances for the region’s safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Milan Area Fire Department and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

## **II. Definitions**

*Authorized Representative:* The fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

*Equipment:* Fire Nozzles, Appliances and appropriate associated accessories

*Host Organization:* Milan Area Fire Department

*Regional Participating Partners:* Any government entity that executes this MOU.

## **III. Background to the Assistance Firefighters Grant Project**

### **Purpose and Objective:**

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2018 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2018 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

### **Problem Statement:**

In Washtenaw and Wayne Counties, the Milan Area Fire Department and the said Regional Participating Partners lack the appropriate Fire Nozzles and Appliances to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Equipment would be the first step in implementing common Fire Nozzles and Appliances among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partner's Fire Nozzles and Appliances.
3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Authority and the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Milan Area Fire Department and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interpretational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with Mutual Aid programs.

#### **IV. Responsibilities of the Milan Area Fire Department**

As the Hosting Organization for the 2018 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and/or Equipment after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
  1. Invoicing the Regional Participating Partners for their share of the 10% matching grant cost (if applicable) of Equipment based on the count of each department's personnel or requested equipment number at time of Training and/or Equipment purchase.
  2. Arranging payment to vendors.
  3. Preparing program and fiscal reports required by the grantor.
  4. Auditing and tracking grant funds and deliverables as required by the grantor.
  5. Coordinate procurement of the Equipment through a competitive bidding process in compliance with the Milan Area Fire Department's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

#### **IV. Responsibilities of the Regional Participating Partners**

Each of the Regional Participating Partners will:

- a. Provide funding share of the 10% matching grant cost of Equipment based on the department's personnel number at time of Equipment and Training Purchase. The share of cost shall be paid upon receipt of invoice from the Authority, in advance of Equipment procurement.
- b. Participate and train its employees on the Equipment which will be documented.
- c. Provide the following assigned liaison(s):
  1. Primary Contact who is responsible for: the Regional Partner's point of contact.
  2. Training Contact who is responsible to oversee the Regional Partner's training
  3. Fiscal Contact: responsible for accounting, fiscal reporting and payment.
- d. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.
- e. Be responsible for their received equipment maintenance as needed

## **VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements**

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

## **VII. Arbitration of Disputes**

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

## **VIII. Indemnification**

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Milan Area Fire Department pursuant to the terms of this MOU shall be the responsibility of the Milan Area Fire Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Milan Area Fire Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of a Regional Participating Partner, or its employees shall be the responsibility of the Regional Participating Partner if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Regional Participating Partner or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the Regional Participating Partner, or the employees of any of them as provided by common law, statute, or court decision.

## **IX. Insurance**

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

## **X. Termination of the MOU**

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and/or Equipment and with 30 days' written notice to the Authority's Project Lead.

## **XI. Notice**

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Milan Area Fire Department's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Milan Area Fire Department Fire Department has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

## **XII. Choice of Law; Severability**

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

## **XIII. Authority to Enter into *MOU*; Execution by Counterpart**

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

#### **XIV. Extent of Agreement; Amendments**

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

**Milan Area Fire Department  
(Regional Participating Partner)**

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

**Bob Stevens, Fire Chief**

**EIN: 38-2334316**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY AUGUSTA TOWNSHIP FIRE DEPARTMENT

Augusta Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Augusta Township Fire Department.

**Augusta Township Fire Department**  
**(Regional Participating Partner)**

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

**David Music, Fire Chief**

**EIN: 38-2042062**



ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY Chelsea Area Fire Authority

Chelsea Area Fire Authority, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Chelsea Area Fire Authority.

**Chelsea Area Fire Authority**  
**(Regional Participating Partner)**

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

**Robert Arbini, Fire Chief**

**EIN: 38-3479379**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY MANCHESTER TOWNSHIP FIRE DEPARTMENT

Manchester Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Manchester Township Fire Department.

**Manchester Township Fire Department  
(Regional Participating Partner)**

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

**Bill Scully, Fire Chief**

**EIN: 38-1867002**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY SALEM TOWNSHIP FIRE DEPARTMENT

Salem Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Salem Township Fire Department

**Salem Township Fire Department  
(Regional Participating Partner)**

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

**Jim Rachwal, Fire Chief**

**EIN: 38-1953330**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY SUMPTER TOWNSHIP FIRE DEPARTMENT

Sumpter Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of the Sumpter Township Fire Department

**Sumpter Township Fire Department  
(Regional Participating Partner)**

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

**Joseph Janusyk, Fire Chief**

**EIN: 38-**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY VAN BUREN TOWNSHIP FIRE DEPARTMENT

Van Buren Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Van Buren Township Fire Department.

**Van Buren Township Fire Department**  
**(Regional Participating Partner)**

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

**Amy Brow, Fire Chief**

**EIN: 38-6007135**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI CITY FIRE DEPARTMENT

Ypsilanti City Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti City Fire Department.

**Ypsilanti City Fire Department**  
**(Regional Participating Partner)**

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

**Ken Hobbs, Fire Chief**

**EIN: 38-600475**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI TOWNSHIP FIRE DEPARTMENT

Ypsilanti Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township Fire Department.

**Ypsilanti Township Fire Department**  
**(Regional Participating Partner)**

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

**Eric Copeland, Fire Chief**

**EIN: 38-6007433**

# 2018 Regional Grant MOU for Fire Nozzles and Appliances

## Exhibit A

### Points of Contact

Agency	Title	Name	Phone Number	Email
MILAN AREA FD	Primary	Bob Stevens	734-439-2843	<a href="mailto:rgstevens@milanareafire.com">rgstevens@milanareafire.com</a>
	Fiscal	Bob Stevens	734-439-2843	<a href="mailto:rgstevens@milanareafire.com">rgstevens@milanareafire.com</a>
	Training	Fred Evans	734-439-2843	<a href="mailto:fevans@milanareafire.com">fevans@milanareafire.com</a>
AUGUSTA TOWNSHIP FD	Primary			
	Fiscal			
	Training			
CHELSEA AREA FD	Primary			
	Fiscal			
	Training			
MANCHESTER TOWNSHIP FD	Primary			
	Fiscal			
	Training			
SALEN TOWNSHIP FD	Primary			
	Fiscal			
	Training			
SUMPTER TOWNSHIP FD	Primary			
	Fiscal			
	Training			
VAN BUREN FD	Primary			
	Fiscal			
	Training			
YPSILANTI FD	Primary			
	Fiscal			
	Training			
YPSILANTI TOWNSHIP FD	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE ANN ARBOR TOWNSHIP FIRE DEPARTMENT AND ITS REGIONAL  
PARTICIPATING PARTNERS**

**2018 ASSISTANCE FOR FIREFIGHTERS GRANT PROGRAM**

**TURNOUT GEAR**

**PREAMBLE**

This Memorandum of Understanding (“MOU”) is entered into between the Ann Arbor Township Fire Department (hereafter “Hosting Organization”) and by and among each municipal and township that executes this MOU and adopts its terms and conditions, in view of the following:

Whereas, the Hosting Organization has agreed and will be responsible for submission of the Regional Application to the 2018 Assistance for Firefighters Grant Program, in its own name on behalf of itself and the other regional participating partners who have executed this MOU on behalf of their respective government entities, for the acquisition of Turnout Gear;

Whereas, if awarded the grant the Hosting Organization has agreed to perform all programmatic and financial responsibilities as grant recipient and accept the awarded equipment and share it with its Regional Participating Partners in accordance with the terms of the grant;

Whereas, each Regional Participating Partner, as evidenced by their execution of this MOU agrees to accept the terms under which facilitation of their use of the training and equipment as may be specified by the grant award and/or this MOU.

**TERMS**

**I. Purpose**

The purpose of this MOU is to establish a cooperative agreement between the Ann Arbor Township Fire Department, the programmatic and financial administrator (host) for the Ann Arbor Township Fire Department and its Regional Participating Partners, (hereinafter the “Regional Participating Partners”) to secure a 2018 Assistance to Firefighters Grant and to provide Turnout Gear for the region’s safety services. This purchase will help protect the health and safety of the public and safety service personnel through obtaining equipment on a regional basis allowing for increased efficiencies in response and support by and among local jurisdictions.

The Township and the Regional Participating Partners accept and agree to abide by the terms and conditions of the grant, including but not limited to those specifically enumerated in this MOU. All parties agree that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness.

## **II. Definitions**

*Authorized Representative:* The fire chief of a participating governmental entity, or his/her designee, who has authorization to execute this MOU.

*Equipment:* Turnout Gear

*Host Organization:* Ann Arbor Township Fire Department

*Regional Participating Partners:* Any government entity that executes this MOU.

## **III. Background to the Assistance Firefighters Grant Project**

### **Purpose and Objective:**

The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

The objective of the FY 2018 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.

Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process.

FY 2018 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

### **Problem Statement:**

In Washtenaw, Wayne, and Lenawee Counties, the Ann Arbor Township Fire Department and the said Regional Participating Partners lack the appropriate Turnout Gear to provide better firefighter safety on fire scenes.

The AFG-Funding Opportunity Announcement reflects the Center for Domestic Planning's recommendations for program priorities designed to address:

1. *Protecting the public and first responder safety* - providing the Equipment would be the first step in implementing common Turnout Gear among Regional Participating Partners providing safety service personnel enhanced fire responder safety.
2. *Enhancing capabilities and resilience (local, regional, and national)* – provides/enhances the opportunity to build long-term interagency relationships through better understanding of each local partner's Turnout Gear.
3. *Enhancing National Capabilities* -grant funding will assist in moving the Authority and the Regional Participating Partners closer in meeting one of the national priorities under the National Preparedness Goal by strengthening common capabilities.

4. *Risk* - Risk Based Prioritization -grant funding will assist in moving the Authority and the Regional Participating Partners closer to common equipment amongst all Regional Participating Partners. The Ann Arbor Township Fire Department and the Regional Participating Partners will build and/or leverage on existing resources to strategically invest in enhancing future interpretational capabilities and working relationships.

5. *Interoperability* - Grant funding will allow the Authority and the Regional Participating Partners to develop short and long term goals, activities and a continuing training program to continue to enhance regional interoperability, consistent, in concert, and/or in parallel with Mutual Aid programs.

#### **IV. Responsibilities of the Ann Arbor Township Fire Department**

As the Hosting Organization for the 2018 Assistance Firefighters Grant, the Authority will:

- a. Oversee the grant application, implementation and coordination with the grantor.
- b. Manage grant activities including, but not limited to, project and fiscal reports for the grantor.
- c. Procuring the Training and/or Equipment after receiving input from the Regional Participating Partners.
- d. Act as the fiscal agent for the grant including:
  1. Invoicing the Regional Participating Partners for their share of the 10% matching grant cost (if applicable) of Equipment based on the count of each department's personnel or requested equipment number at time of Training and/or Equipment purchase.
  2. Arranging payment to vendors.
  3. Preparing program and fiscal reports required by the grantor.
  4. Auditing and tracking grant funds and deliverables as required by the grantor.
  5. Coordinate procurement of the Equipment through a competitive bidding process in compliance with the Ann Arbor Township Fire Department's Purchasing Policy.
- e. Coordinate communications with the Regional Participating Partners throughout the grant term.

#### **IV. Responsibilities of the Regional Participating Partners**

Each of the Regional Participating Partners will:

- a. Provide funding share of the 10% matching grant cost of Equipment based on the department's personnel number at time of Equipment and Training Purchase. The share of cost shall be paid upon receipt of invoice from the Authority, in advance of Equipment procurement.
- b. Participate and train its employees on the Equipment which will be documented.
- c. Provide the following assigned liaison(s):
  1. Primary Contact who is responsible for: the Regional Partner's point of contact.
  2. Training Contact who is responsible to oversee the Regional Partner's training
  3. Fiscal Contact: responsible for accounting, fiscal reporting and payment.
- d. Promptly provide any additional documentation to the Authority as requested that may be necessary in connection with the grant.
- e. Be responsible for their received equipment maintenance as needed

## **VI. Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements**

Nothing in this MOU, including participation in or requests for assistance by any eligible Regional Participating Partner shall preclude, abrogate or supersede the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements and the duty of the Hosting Organization to provide equipment and other available resources during a threat or actual occurrence of any emergency, disaster or serious threat to public health and safety.

## **VII. Arbitration of Disputes**

Any controversy or claim arising out of or relating to this MOU, or the breach thereof by the parties, shall be resolved in the following manner:

- a. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance.
- b. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in subsection a above, either party may request that controversy or claim be resolved through mediation or any other available legal proceedings.
- c. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

## **VIII. Indemnification**

- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of the Ann Arbor Township Fire Department pursuant to the terms of this MOU shall be the responsibility of the Ann Arbor Township Fire Department if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Ann Arbor Township Fire Department or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the government body or unit of government or its employees by common law, statute, or court decision.
- a. All liability and/or loss or damage as a result of claims, demands, costs, or judgments arising out of activities that are the responsibility of a Regional Participating Partner, or its employees shall be the responsibility of the Regional Participating Partner if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Regional Participating Partner or its employees either directly or indirectly, provided that nothing herein shall be construed as a waiver of any governmental immunity available to the Regional Participating Partner, or the employees of any of them as provided by common law, statute, or court decision.

## **IX. Insurance**

Each party to this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations and determine for itself what kinds and amounts of insurance it should carry.

## **X. Termination of the MOU**

- a. This MOU shall terminate when all AFG Program obligations are completed and/or expired.
- b. A Regional Participating Partner may terminate its participation in this MOU any time prior to the Regional Participating Partners purchasing the Training and/or Equipment and with 30 days' written notice to the Authority's Project Lead.

## **XI. Points of Contact**

The Ann Arbor Township Fire Department will designate a Primary Lead, as well as identify Points of Contact for Training, Fiscal, and Documentation responsibilities. The Regional Participating Partners will designate a Primary Point of Contact, as well as identify Points of Contact for Training and Fiscal responsibilities. Points of Contact are set forth in the attached Exhibit A.

## **XII. Notice**

Notice of termination or withdrawal from this MOU shall be made in writing and shall be served personally or by registered mail upon the Ann Arbor Township Fire Department's Project Lead. Termination or withdrawal shall not be effective until 30 days after the Ann Arbor Township Fire Department has received written notice. The termination or withdrawal from the MOU shall apply only to the Regional Participating Partner that has tendered the required notice; this MOU shall otherwise remain in full force and effect until all AFG Program obligations are completed and/or expired.

## **XIII. Choice of Law; Severability**

This MOU will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. Whenever possible, each provision of this MOU will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this MOU or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this MOU or the application of the provision to other parties and circumstances.

## **XIV. Authority to Enter into MOU; Execution by Counterpart**

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

## **XV. Extent of Agreement; Amendments**

This MOU, together with any affixed exhibits or other documentation, constitutes the entire understanding between the Hosting Organization and the Regional Participating Partners with respect to the subject matter of the MOU and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. No party has relied on any prior representations, of any kind or nature, in entering into this MOU. This MOU may be amended by written agreement by all parties if approved in accordance with grant contract terms and conditions. Notice of any amendments or revisions of the MOU must be made in writing to all parties by the requesting entity. Amendments shall only take effect upon acceptance and execution of an amended instrument by all parties.

Ann Arbor Township Fire Department  
**(Regional Participating Partner)**

\_\_\_\_\_ Date: \_\_\_\_\_  
Michael Moran, Township Supervisor

\_\_\_\_\_ Date: \_\_\_\_\_  
Mark Nicholai, Fire Chief

**EIN: 38-6008278**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY CHELSEA AREA FIRE DEPARTMENT

Chelsea Area Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Clinton Fire Department.

**Chelsea Area Fire Department  
(Regional Participating Partner)**

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

**Rob Arbini, Fire Chief**

**EIN: 38-3479379**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY MANCHESTER TOWNSHIP FIRE DEPARTMENT

Manchester Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Manchester Township Fire Department.

**Manchester Township**  
**(Regional Participating Partner)**

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

**Bill Scully, Fire Chief**

**EIN: 38-1867002**



ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY MILAN AREA FIRE DEPARTMENT

Milan Area Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Milan Area Fire Department.

**Milan Area Fire Department**  
**(Regional Participating Partner)**

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

**Bob Stevens, Fire Chief**

**EIN: 38-2334316**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY SUMPTER TOWNSHIP FIRE DEPARTMENT

Sumpter Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Sumpter Township Fire Department.

**Sumpter Township Fire Department  
(Regional Participating Partner)**

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

**Joseph Januszyk, Fire Chief**

**EIN:** \_\_\_\_\_

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY VAN BUREN TOWNSHIP FIRE DEPARTMENT

Van Buren Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Van Buren Township Fire Department.

**Van Buren Township Fire Department**  
**(Regional Participating Partner)**

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

**Amy Brow, Fire Chief**

**EIN: 38-6007135**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI CITY FIRE DEPARTMENT

Ypsilanti City Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti City Fire Department.

**Ypsilanti City Fire Department**  
**(Regional Participating Partner)**

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

**Stephen K Hobbs, Fire Chief**

**EIN: 38-600475**

ACCEPTANCE AND AGREEMENT TO MEMORANDUM OF UNDERSTANDING AS A  
REGIONAL PARTICIPATION PARTNER

BY YPSILANTI TOWNSHIP FIRE DEPARTMENT

Ypsilanti Township Fire Department, a Michigan municipal corporation, hereby agrees to the foregoing MOU and obligations therein, on behalf of Ypsilanti Township Fire Department.

**Ypsilanti Township Fire Department**  
**(Regional Participating Partner)**

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

**Eric Copeland, Fire Chief**

**EIN: 38-6007433**

# 2018 Regional Grant MOU for Turnout Gear

## Exhibit A

### Points of Contact

Agency	Title	Name	Phone Number	Email
Ann Arbor Township Fire	Primary			
	Fiscal			
	Training			
Chelsea Area Fire	Primary			
	Fiscal			
	Training			
Manchester Township Fire	Primary			
	Fiscal			
	Training			
Milan Area Fire	Primary			
	Fiscal			
	Training			
Sumpter Township	Primary			
	Fiscal			
	Training			
Van Buren Township	Primary			
	Fiscal			
	Training			
Ypsilanti City Fire	Primary			
	Fiscal			
	Training			
Ypsilanti Township Fire	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			
	Primary			
	Fiscal			
	Training			

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Karen Lovejoy Roe, Clerk  
From: Michael Radzik, OCS Director  
Re: **Request to authorize and sign two contracts with the Washtenaw County Sheriff's Office to facilitate collaborative sharing of School Resource Officers for the summer months with the Lincoln Consolidated Schools and the Ypsilanti Community Schools; funding is budgeted in Law Enforcement account 266-301.000-831.008 for \$58,099.**  
Copy: McLain & Winters; Lt. Nancy Hansen  
Date: August 12, 2019

For the past ten years, Ypsilanti Township has collaborated with local school districts that employ a School Resource Officer (SRO) through the Washtenaw County Sheriff's Office. The SRO's are assigned to the school districts during the academic school year, while the Township picks them up during the summer months. The additional deputies are assigned within the existing patrol force structure in order to facilitate youth engagement programs, as well as proactive neighborhood enforcement in anticipation of higher service demands during the summer.

This year, we have budgeted to pick up the school resource officer from the Lincoln Consolidated School district for the period of June 26, 2019 through August 25, 2019 at a cost of \$26,849; and from the Ypsilanti Community School district for the period of June 16, 2019 through August 25, 2019 at a cost of \$31,250.

The costs are based on the 2019 Police Service Unit annual cost of \$160,650 prorated for the length of each contract.

Thank you for your consideration and continued support of police services.

AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT  
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD  
OF JUNE 26, 2019 THROUGH AUGUST 25, 2019

AGREEMENT is made this 29<sup>th</sup> day of May 2019 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 26, 2019 through August 25, 2019 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 26, 2019 and concluding on August 25, 2019, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 26, 2019 and continue through August 25, 2019.

ARTICLE III –PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$26,848.54 payable by the Township as follows: June invoice--\$2,200.70; July invoice--\$13,644.34; August invoice--\$11,003.50



ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: \_\_\_\_\_  
Brenda Stumbo (DATE)  
Supervisor

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

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

WASHTENAW COUNTY SHERIFF'S OFFICE

LINCOLN CONSOLIDATED SCHOOLS

By: \_\_\_\_\_  
Jerry Clayton  
Sheriff

By: Sean R. McNatt 8/2/2019  
Sean McNatt  
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

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

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

AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT  
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD  
OF JUNE 16, 2019 THROUGH AUGUST 25, 2019

AGREEMENT is made this 29 May 2019 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Dr, Ypsilanti, Michigan, ("Township"), the YPSILANTI COMMUNITY SCHOOL DISTRICT, located at 1885 Packard Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 16, 2019 through August 25, 2019 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 16, 2019 and concluding on August 25, 2019, the contractual deputy assigned to Ypsilanti Public School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Ypsilanti Public School District.

ARTICLE II - TERM

This contract shall begin on June 16, 2019 and continue through August 25, 2019.

ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$31,249.94, payable by the Township as follows: June invoice--\$6,602.10; July invoice--\$13,644.34; and August invoice--\$11,003.50

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: \_\_\_\_\_  
Brenda Stumbo (DATE)  
Supervisor

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

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

WASHTENAW COUNTY SHERIFF'S OFFICE

YPSILANTI COMMUNITY SCHOOLS

By: \_\_\_\_\_  
Jerry Clayton  
Sheriff

By: \_\_\_\_\_  
Alena Zachery-Ross (DATE)  
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

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

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



**FARMLAND AND OPEN SPACE PRESERVATION PROGRAM**

**Application for Farmland Agreement**

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY	
Local Governing Body:	_____
Date Received	_____
Application No:	_____
State:	_____
Date Received	_____
Application No:	_____
Approved:	_____ Rejected _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: ELLIOTT SAMUEL J  
Last First Initial

(If more than two see #15) ELLIOTT LYNDA S  
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:  
 Married  Single

2. Mailing Address: 6380, 6330 STONY CREEK RD. YPSILANTI, MI 48197  
Street City State Zip Code

3. Telephone Number: (Area Code) (734) 4836527

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (734) 6352729

5. E-mail address: \_\_\_\_\_

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: WASHTENAW 7. Township, City or Village: YPSILANTI

8. Section No. 29 Town No. 3 Range No. 7 EAST

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above?  Yes  No  
 If "Yes", please explain circumstances: \_\_\_\_\_

12. Does the applicant own the mineral rights?  Yes  No  
 If owned by the applicant, are the mineral rights leased?  Yes  No  
 Indicate who owns or is leasing rights if other than the applicant: \_\_\_\_\_  
 Name the types of mineral(s) involved: \_\_\_\_\_

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes:  Yes  No If "Yes", indicate to whom, for what purpose and the number of acres involved: \_\_\_\_\_

14. Is land being purchased under land contract  Yes  No: If "Yes", indicate vendor (sellers):  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

8/6/19  
Date

Samuel J Elliott  
Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- 2 or more persons having a joint or common interest in the land
- Corporation
- Estate
- Limited Liability Company
- Trust
- Partnership
- Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

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

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

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

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

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- a. 40 acres or more 71.813 → complete only Section 16 (a thru g);
- b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
- c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

CASH CROPS

b. Total number of acres on this farm 71.813

c. Total number of acres being applied for (if different than above): \_\_\_\_\_

d. Acreage in cultivation: 65 + or -

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0

f. All other acres (swamp, woods, etc.) CREEK - 3 ACRES

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings Residence: 0 Barn: 0 Tool Shed: 0

Silo: 0 Grain Storage Facility: 0 Grain Drying Facility: 0

Poultry House: 0 Milking Parlor: 0 Milk House: 0

Other: (Indicate) NONE

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products (not from rental income)**:

\$ \_\_\_\_\_ : \_\_\_\_\_ = \$ \_\_\_\_\_ (per acre)  
total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ \_\_\_\_\_

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Sam James Elliott  
(Signature of Applicant)

\_\_\_\_\_  
(Corporate Name, If Applicable)

Lynda Sue Elliott  
(Co-owner, If Applicable)

\_\_\_\_\_  
(Signature of Corporate Officer)

8-3-19  
(Date)

OWNERS  
(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

**RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II**

I. Date Application Received: \_\_\_\_\_ (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: \_\_\_\_\_  
 County  Township  City  Village

This application is  approved,  rejected Date of approval or rejection: \_\_\_\_\_

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: \_\_\_\_\_

Property Appraisal: \$ \_\_\_\_\_ is the current fair market value of the real property in this application.

II. Please verify the following:

\_\_\_\_ Upon filing an application, clerk issues receipt to the landowner indicating date received.

\_\_\_\_ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

\_\_\_\_ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

\_\_\_\_ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

**MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909**

**\*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):

**COPY SENT TO:**

- \_\_\_\_ County or Regional Planning Commission
- \_\_\_\_ Conservation District
- \_\_\_\_ Township (if county has zoning authority)
- \_\_\_\_ City (if land is within 3 miles of city boundary)
- \_\_\_\_ Village (if land is within 1 mile of village boundary)

**Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:**

- \_\_\_\_ Copy of Deed or Land Contract (most recent showing current ownership)
- \_\_\_\_ Copy of most recent Tax Bill (must include tax description of property)
- \_\_\_\_ Map of Farm
- \_\_\_\_ Copy of most recent appraisal record
- \_\_\_\_ Copy of letters from review agencies (if available)
- \_\_\_\_ Any other applicable documents

**Questions? Please call Farmland Preservation at (517) 284-5663**



**OFFICIAL TAX STATEMENT**

CHARTER TOWNSHIP OF YPSILANTI  
LARRY J. DOE, TREASURER - 734-484-1002  
7200 S. HURON RIVER DRIVE  
YPSILANTI, MI 48197  
TEMP - RETURN SERVICE REQUESTED

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT. THANK YOU.**

---

This tax is due by: **09/16/2019**  
After **09/16/2019**, additional interest and fees apply.

---

**2019 Summer Tax for Property Number:** K -11-29-100-014

TAXPAYER NOTE: Are your name and mailing address correct?  
If not, please make corrections below. Thank You.  
Property Addr: 6207 STONY CREEK RD

Make check payable to: **YPSILANTI TOWNSHIP**

K -11-29-100-014  
ELLIOTT, SAM & LYNDA S.  
6380 STONEY CREEK RD  
YPSILANTI, MI 48197-6646

**TOTAL AMOUNT DUE: \$3,502.38**

**DUE: SEPTEMBER 16, 2019**



Building Hours: Monday through Friday  
Open: 8:30 am until 12 noon and 1:00 pm until 4:30 pm  
Holiday Closings: July 4, 2019 and September 2, 2019.

**NOTE: If your taxes are paid by a mortgage escrow, it is your responsibility to forward this notice to them.**

Please detach along perforation. Keep bottom portion for your records.

**CHARTER TOWNSHIP OF YPSILANTI 2019 Summer TAX**

Bill No: 13312

**MESSAGE TO TAXPAYER**  
ALL PAYMENTS MUST BE RECEIVED IN THE TREASURER'S OFFICE NO LATER THAN 4:30 P.M., SEPTEMBER 16, 2019 TO AVOID A LATE FEE. POSTMARKS WILL NOT BE ACCEPTED. ALL PAYMENTS RECEIVED BY THE TOWNSHIP AFTER SEPTEMBER 16 WILL INCUR 1% INTEREST FOR THE REMAINDER OF SEPTEMBER AND ON THE 1ST OF EVERY MONTH THEREAFTER.

FAILURE TO RECEIVE YOUR TAX BILL DOES NOT WAIVE INTEREST OR PENALTIES.

IMPORTANT CHANGE: KEYBANK WILL NO LONGER ACCEPT TAX PAYMENTS. PAYMENTS CAN NOW BE MADE AT WASHTENAW FEDERAL CREDIT UNION & BANK OF ANN ARBOR.

**PLEASE SEE THE REVERSE SIDE FOR ADDITIONAL IMPORTANT INFORMATION.**

**PROPERTY INFORMATION**  
Property Assessed To:  
ELLIOTT, SAM & LYNDA S.  
6380 STONEY CREEK RD  
YPSILANTI, MI 48197  
YPSI COMM SCHOOL- YP  
Property #: K -11-29-100-014 School: 81020  
Property Addr: 6207 STONY CREEK RD  
Map #: R 029 001 00

Legal Description:  
COM AT THE NE COR SEC 29, TH S 01-15-09 E 1277.88' TO POB. TH S 01-15-09 E 1354.02', TH N 89-57-26 W 2505.70', TH N 01-20-27 W 549.60', TH N 41-36-15 E 1119.08', TH S 88-52-16 E 1746.26' TO PO B. CON 71.813 AC.

TAX DETAIL		
Taxable Value:	114,612	Class: 102
State Equalized Value:	168,500	
Assessed Value:	168,500	Mort Code:
P.R.E./M.B.T. %:	100	
Taxes are based upon Taxable Value. 1 mill equals \$1.00 per \$1,000 of Taxable Value. Amounts with no millage are either Special Assessments or other charges added to this bill.		
DESCRIPTION	MILLAGE	AMOUNT
YP STATE ED	6.00000	687.67
YP OPERATING	18.00000	0.00
YP SINKING FUND	2.97120	340.53
YP SCHOOL DEBT	7.00000	802.28
COLLEGE	3.37630	386.96
WASHTENAW ISD	5.32850	610.71
WASHTENAW COUNTY	4.42390	507.03
LIBRARY OPERATE	0.37060	42.47
LIBRARY DEBT	0.09230	10.57
AAATA	0.69360	79.49
Total Tax:		48.25640 3,467.71
Administration Fee:		34.67
<b>TOTAL AMOUNT DUE:</b>		<b>3,502.38</b>
OPERATING FISCAL YEARS		
The taxes on bill will be used for governmental operations for the following fiscal year(s):		
County:	01/01/20 - 12/31/20	
Twp/Vil/City:	01/01/20 - 12/31/20	
School:	07/01/19 - 06/30/20	

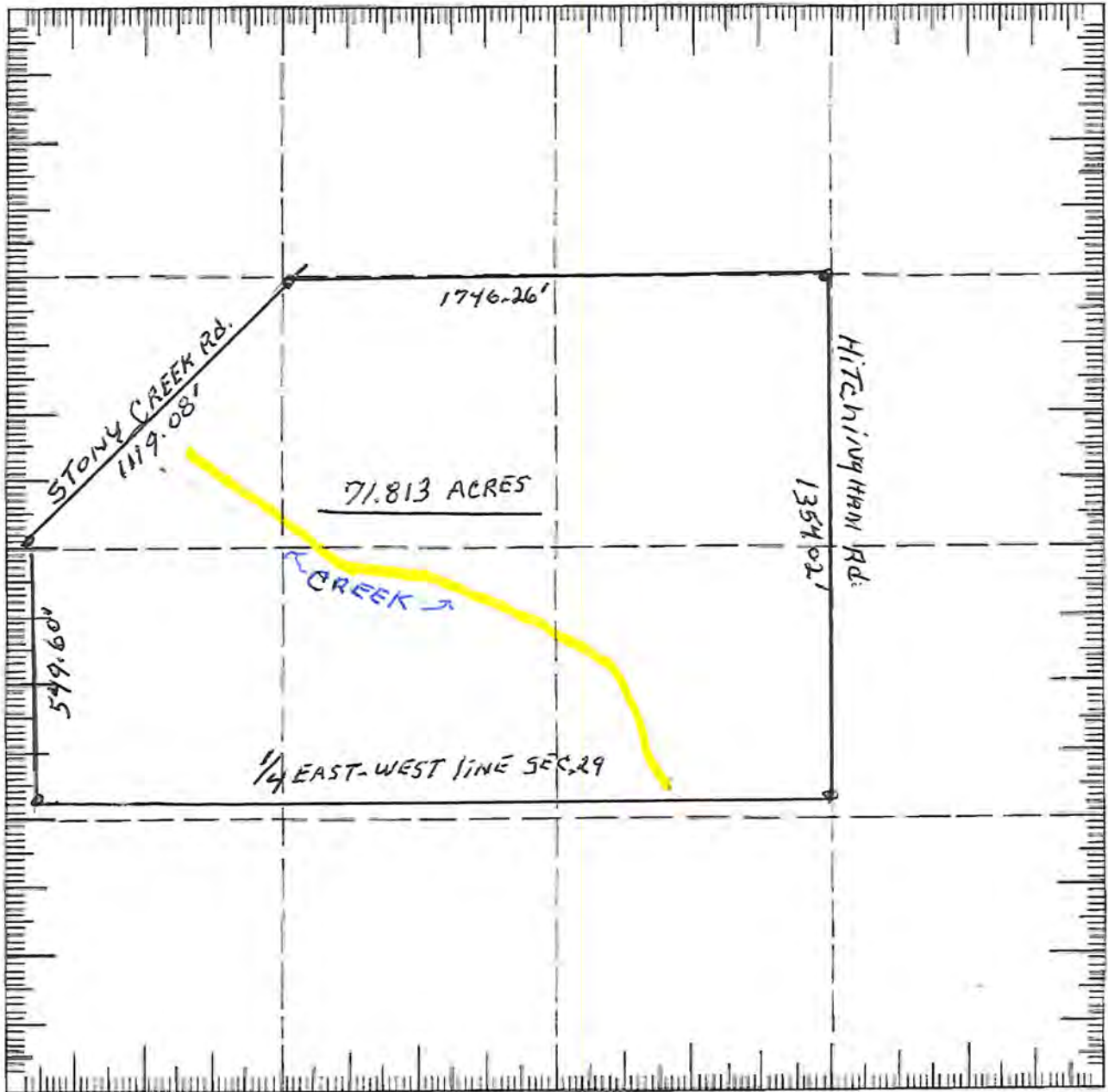
Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft<sup>2</sup> (1 mile<sup>2</sup>) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

**Note:** Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County WASHTENAW  
 Township YPSILANT.  
 T 35 R 7E Section 29

↑ North







QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That SAMUEL J. ELLIOTT, a married man

whose address is 6330 Stoney Creek Road, Ypsilanti, Michigan 48197,

Quit Claims to SAMUEL J. ELLIOTT AND LYNDA S. ELLIOTT, husband and wife,

whose address is 6330 Stoney Creek Road, Ypsilanti, Michigan 48197,

the following described premises situated in the Township of Ypsilanti, County of Washtenaw and State of Michigan, to wit:

S 1/2 of NW 1/4 of Section 29 T3S R7E Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof as recorded in Liber 1254 of Plats, Page 566, Washtenaw County Records.

for the full consideration of One Dollar (\$1.00) and no other valuable consideration. This instrument is exempt from transfer tax pursuant to MCLA 207.505(a) and MCLA 207.526(a).

The Grantor grants to the Grantee the right to make all permitted divisions under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended ("Act").

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated: November 17, 2015

Signed and Sealed:

Samuel J. Elliott  
Samuel J. Elliott

Lynda Sue Elliott  
Lynda S. Elliott

(M) Power rights

STATE OF MICHIGAN )  
                                  ) SS.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on November 17, 2015 by Samuel J. Elliott and Lynda S. Elliott, husband and wife.

ALAN C. ROEDER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Dec 3, 2019  
ACTING IN COUNTY OF OAKLAND

Alan C. Roeder  
Alan C. Roeder, Notary Public  
State of Michigan, County of Oakland  
My Commission Expires: 12-3-19  
Acting in the County of: Oakland

Instrument Drafted by: Alan C. Roeder, Esq., of Couzens, Lansky, Fealk, Ellis, Roeder & Lazar, P.C.  
Business Address: 39395 West Twelve Mile Road, Suite 200, Farmington Hills, Michigan 48331

Recording fee \_\_\_\_\_  
State Transfer Tax Exempt  
County Transfer Tax Exempt  
Tax Parcel # \_\_\_\_\_

When recorded return to \_\_\_\_\_ Drafter  
Send subsequent tax bills to \_\_\_\_\_ Grantee

# SET PUBLIC HEARING DATE

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- A. SET PUBLIC HEARING DATE OF TUESDAY,  
SEPTEMBER 17, 2019 AT  
APPROXIMATELY 7:15PM – SPECIAL  
ASSESSMENT TAX ROLL

**AACIL VS. YPSILANTI TOWNSHIP ET. AL.  
SETTLEMENT AGREEMENT**

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



Charter Township of Ypsilanti  
Residential Services Division

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 484.0073  
Fax: (734)544.3501

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

## MEMORANDUM

**TO:** Charter Township of Ypsilanti Board of Trustees  
**FROM:** Wayne Dudley, Building Operation Superintendent & Fleet services  
**DATE:** August 14<sup>th</sup>, 2019

**RE:** Request Authorization to Waive the Financial Policy and accept the quotes from Jorgensen Ford Sales for the Ford Explorer at \$29,000 and from Watson Benzie Ram Commercial for the Ram Truck at \$21,003.59; and to approve a budget amendment for the purchases.

We are asking the board to review the following for this board meeting and consider waiving the financial policy. This process was started in June by former employee Carl Girbach while I was on medical, and I am recently returning. Now it is more urgent as OCS has a failing vehicle & more staffing coming onboard.

Mike Radzik (Director for the Office of Community Standards) had requested the replacement of one of the failing Ford Explorers for Ordinance, and a new full size pick up for the Building Department. The 2011 Explorer with over 74k miles, has developed engine issues that would require an expensive overhaul that we don't feel would be a good investment into the fleet.

We are requesting to waive the finance policy & purchase a new Explorer from - Fleet Department @ **Jorgensen Ford Sales for \$28,000**. Line item would be Law Enforcement OCS dept 266-304-000-985.000 for the 2019 Ford Explorer at **\$28,000 plus \$1,000** for estimated lettering and license fees and would require a budget amendment. 10-16 weeks delivery.

We are also asking to waive the finance policy & purchase to purchase a Light Duty Pick Up (LDT) from **Watson Benzie Ram Commercial for \$20,003.59**. Building Fund 249-249-000-985.000 for the 2019 Dodge Ram truck at **\$20,004 plus \$1,000** for estimated lettering and license fees and would require a budget amendment. 6-10 weeks delivery, and this price is good if we order by 9/3.

The process that we came to this proposal to present to the board was a suggestion by the Director of Accounting, Javonna Neel; we devised a spec list for the standard vehicle types purchased in the past for our fleet (see pgs 2-7 Explorer & LDT specs), listed it on the MITN\BidNet website as a RFQ (request for quote) for the week of 8/5-8/10 for the appropriate vehicle types.

A vendor report on MITN showed the Explorer specs went out to 7 Ford dealers, with only Jorgensen responding.

The LDT specs went out to 17 vendors (combination GMC\Ford\Dodge\Chevrolet) with only Benzie responding. We also contacted Gorno Ford Fleet, and they said they would honor a price solicited to Carl Gibach back in June for \$23,476, but Watson Benzie Ram Commercial was the lower bid. Gorno did not respond to the Explorer at all.

Respectfully,

Wayne Dudley  
Building Operations Superintendent & Fleet services

**LIGHT DUTY TRUCK: PICK UP BODY FULLSIZE, REGULAR CAB V6 (Approx. 6' Box); MODEL - CURRENT NEW**

(Payload 1,400 lbs., min.)

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer.

VEHICLE TO BE EQUIPPED AS FOLLOWS:

Air Conditioning

Spare tire and wheel; Full size. Mfg. Std. mounting.

Axle; rear-limited slip.

Battery; 12 Volt, 475 CCA min.

12 Volt auxiliary outlet

Bumper; Mfg. Std.

Fuel capacity; largest available from mfg.

Lug wrench and jack; Spare tire and wheel, full size. Mfg. standard mounting

Camera; rearview (in dash monitor)

Keys; (1) added set (total = 3 sets) w/ code numbers; incl. with vehicle upon delivery

PWR. WINDOWS/LOCKS/MIRRORS

Radio; AM/FM w/Bluetooth

Seats: Cloth split bench seat.

Spray in bed liner (under rail)

All weather floor mats

Paint codes-factory paint codes shall be furnished with all vehicles; for all aftermarket painting both the brand and paint code shall be furnished. White is preferred, but will accept silver or black

Speed Control, Factory Installed

Steering-Power, Tilt Wheel

Transmission-Automatic.

Data port must be compatible with Verizon Connect GPS system

VEHICLES SHALL TO BE EQUIPPED IN COMPLIANCE WITH ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND REGULATIONS. ALL VEHICLES MUST BE EQUIPPED TO COMPLY WITH ALL REQUIREMENTS OF THE MICHIGAN MOTOR VEHICLE CODE.

ALL QUOTES SHAL BE DELIVERED PRICES, ALL FEES & DELIVERY INCLUDED!

Charter Township of Ypsilanti is Tax Exempt and can supply proper documents.

Pre-delivery inspection and servicing: The term "Pre-Delivery Service and Inspection" as used in State of Michigan Specifications includes the following:

1. General appearance of body both interior and exterior for completeness and quality of workmanship.
2. Lubrication and fluid levels and correcting any leaks:
  - a. Radiator
  - b. Windshield Washer
  - c. Battery
  - d. Power steering pump
  - e. Brake master cylinder
  - f. Engine oil
  - g. Transmission fluid level.
3. Mechanical operation of vehicle:
  - a. Steering gear and linkage
  - b. Suspension assembly, front and rear
  - c. Proper tire pressure to normal rated road requirements
  - d. Hood latch
  - e. Head lights, aim and adjust
  - f. Front wheel toe in and torque wheel nuts
  - g. Seat and shoulder belts operative
  - h. All locks and latches to be operative
  - i. Windshield wiper and washer to be operative
  - j. Proper adjustment to all drive belts
4. A check of all electrical operations to include: headlights, side marker lights, temperature, alternator, oil pressure lights, parking lights, stop and tail lights, directional signals, emergency flasher and parking brake lights.
5. Miscellaneous items to be furnished:
  - a. Manufacturers Window Sticker shall not be removed from vehicle.
  - b. Odometer Certification, vehicle window sticker, or line setting ticket, and Vehicle Curb Weight at time of delivery.
  - c. Manufacturers or Dealers Pre-Delivery Check Sheet.
  - d. Vehicle shall have a minimum of one fourth ( $\frac{1}{4}$ ) tank of Fuel when delivered.
  - e. Warranty Plate and Operators Manual(s) shall be delivered with vehicle at no cost to the State of Michigan.

- f. Completed RD108 application for title form.
- g. Invoice for each vehicle at the time of delivery.
- h. Vehicle Order Confirmation Sheet.

6. Deliveries shall be between the hours of 8 AM and 3 PM. No Weekend or Holiday Deliveries will be accepted.

Forty-eight (48) hour notice required prior to delivery.

Note: No dealer advertising decals are to be on vehicle.

It is intended that vehicles delivered in accordance with the Michigan specifications will be complete, including mechanical details, general workmanship and appearance, and shall be delivered complete with all warranty service books and identification plate.

Failure to adhere to specifications may be reason to delay payment.



**FORD EXPLORER; Current year, V6.**

PWR. WINDOWS/LOCKS/MIRRORS

Air Conditioning

Spare tire and wheel; Full size. Mfg. Std. mounting.

Axle; rear-limited slip.

Battery; 12 Volt, 475 CCA min.

12 Volt auxiliary outlet

Bumper; Mfg. Std.

Fuel capacity; largest available from mfg.

Lug wrench and jack; Spare tire and wheel, full size. Mfg. standard mounting

Camera; rearview (in dash monitor)

Keys; (1) added set (total = 3 sets) w/ code numbers; incl. with vehicle upon delivery

Radio; AM/FM w/Bluetooth

Seats: Cloth or cloth w vinyl

All weather floor mats

Paint codes-factory paint codes shall be furnished with all vehicles; for all aftermarket painting both the brand and paint code shall be furnished. White is preferred, but will accept silver or black

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Data port must be compatible with Verizon Connect GPS system

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ALL QUOTES SHAL BE DELIVERED PRICES, ALL FEES & DELIVERY INCLUDED!

Charter Township of Ypsilanti is Tax Exempt and can supply proper documents.

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1. General appearance of body both interior and exterior for completeness and quality of workmanship.
2. Lubrication and fluid levels and correcting any leaks:
  - a. Radiator

b. Windshield Washer

c. Battery

d. Power steering pump

e. Brake master cylinder

f. Engine oil

g. Transmission fluid level.

3. Mechanical operation of vehicle:

a. Steering gear and linkage

b. Suspension assembly, front and rear

c. Proper tire pressure to normal rated road requirements

d. Hood latch

e. Head lights, aim and adjust

f. Front wheel toe in and torque wheel nuts

g. Seat and shoulder belts operative

h. All locks and latches to be operative

i. Windshield wiper and washer to be operative

j. Proper adjustment to all drive belts

4. A check of all electrical operations to include: headlights, side marker lights, temperature, alternator, oil pressure lights, parking lights, stop and tail lights, directional signals, emergency flasher and parking brake lights.

5. Miscellaneous items to be furnished:

a. Manufacturers Window Sticker shall not be removed from vehicle.

b. Odometer Certification, vehicle window sticker, or line setting ticket, and Vehicle Curb Weight at time of delivery.

c. Manufacturers or Dealers Pre-Delivery Check Sheet.

d. Vehicle shall have a minimum of one fourth ( $\frac{1}{4}$ ) tank of Fuel when delivered.

e. Warranty Plate and Operators Manual(s) shall be delivered with vehicle at no cost to the State of Michigan.

f. Completed RD108 application for title form.

g. Invoice for each vehicle at the time of delivery.

h. Vehicle Order Confirmation Sheet.

6. Deliveries shall be between the hours of 8 AM and 3 PM. No Weekend or Holiday Deliveries will be accepted.

Forty-eight (48) hour notice required prior to delivery.

Note: No dealer advertising decals are to be on vehicle.

It is intended that vehicles delivered in accordance with the Michigan specifications will be complete, including mechanical details, general workmanship and appearance, and shall be delivered complete with all warranty service books and identification plate.

Failure to adhere to specifications may be reason to delay payment.

**CHARTER TOWNSHIP OF YPSILANTI  
2019 BUDGET AMENDMENT #13**

**August 20, 2019**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$6,674.00**

Request to increase budget for a temporary employee to cover during the leave of one of our full time employees in the Clerk's Office.

<b>Revenues:</b>	Prior Year Fund Balance	101-000-000-699.000	\$6,674.00
		<b>Net Revenues</b>	<u><u>\$6,674.00</u></u>
<b>Expenditures:</b>	Salary - Temporary/Seasonal	101-215-000-707.000	\$6,494.00
	FICA	101-215-000-715.000	\$85.00
	Deferred Compensation	101-215-000-723.000	\$95.00
		<b>Net Expenditures</b>	<u><u>\$6,674.00</u></u>

**212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)**

**Total Increase \$17,460.00**

Request to increase budget for the professional services of AKT Peerless to complete excavation of soil removal and transportation to a type II Landfill from the property at the future site of the Skate Park located at 1150 Midway Road. This will be funded by an Appropriation of Prior Year Fund Balance.

<b>Revenues:</b>	Prior Year Fund Balance	212-000-000-699.000	\$17,450.00
		<b>Net Revenues</b>	<u><u>\$17,450.00</u></u>
<b>Expenditures:</b>	Prof Serv - Skate Park	212-212-000-801.300	\$17,460.00
		<b>Net Expenditures</b>	<u><u>\$17,460.00</u></u>

**584 - GOLF COURSE FUND**

**Total Increase \$4,634.00**

Request to increase budget for insurance reimbursement for damaged meter box.

<b>Revenues:</b>	Insurance Reimbursements	584-000-000-694.004	\$4,634.00
		<b>Net Revenues</b>	<u><u>\$4,634.00</u></u>
<b>Expenditures:</b>	Building Maintenance	584-584-000-931.009	\$4,634.00
		<b>Net Expenditures</b>	<u><u>\$4,634.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI  
2019 BUDGET AMENDMENT #13**

August 20, 2019

**590 - COMPOST FUND**

**Total Increase \$10,000.00**

Request to increase budget for the purchase of fuel to run the trucks and equipment at the Compost site. This will be funded by an Appropriation of Prior Year Fund Balance.

<b>Revenues:</b>	Prior Year Fund Balance	590-000-000-699.000	\$10,000.00
		<b>Net Revenues</b>	<u><u>\$10,000.00</u></u>
<b>Expenditures:</b>	Gas & Oil - YCUA	590-590-000-867-200	\$10,000.00
		<b>Net Expenditures</b>	<u><u>\$10,000.00</u></u>

**893 - NUISANCE ABATEMENT FUND**

**Total Increase \$10,000.00**

Request to increase budget for removal of noxious weeds from properties by our contractor. The owners of the properties will be billed for this service to reimburse the Township. This will be funded by an Appropriation of Prior Year Fund Balance until reimbursement is received or applied to the tax rolls.

<b>Revenues:</b>	Prior Year Fund Balance	893-000-000-699.000	\$10,000.00
		<b>Net Revenues</b>	<u><u>\$10,000.00</u></u>
<b>Expenditures:</b>	Noxious weed enforcement cost	893-893-000-806.003	\$10,000.00
		<b>Net Expenditures</b>	<u><u>\$10,000.00</u></u>

Motion to Amend the 2019 Budget (#13)

Move to increase the General Fund budget by \$6,674 to \$10,695,189 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads & General Fund (BSRII) by \$17,460 to \$2,186,408 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$4,634 to \$766,290 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$10,000 to \$578,876 and approve the department line item changes as outlined.

Move to increase the Nuisance Abatement Fund budget by \$10,000 to \$40,000 and approve the department line item changes as outlined.

# **AUTHORIZATIONS AND BIDS**

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# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Karen Lovejoy Roe, Clerk  
From: Michael Radzik, OCS Director  
Re: **Request to award the construction bid to replace the generator at the Law Enforcement Center to Harper Electric in the amount of \$95,000; total project budget of \$104,500 budgeted in account 266-301.000-971.001 contingent upon budget amendment approval.**  
Copy: McLain & Winters, Township Attorneys  
Date: July 19, 2019

The Board of Trustees previously authorized OHM Advisors to assist with preparation and publication of bids to replace an existing generator at the Law Enforcement Center. The bid opening for construction services has occurred and OHM has made a recommendation to award the bid to Harper Electric of Ann Arbor, MI in the amount of \$95,000 (copy of bid sheet enclosed). Harper Electric was the lowest of three bidders and is well qualified for the job.

OHM has recommended budgeting a 10% contingency for unforeseen issues that may be determined in the field, bringing the total construction budget to \$104,500. A budget amendment for that amount has been requested. Funding is provided in the Law Enforcement Fund as a capital improvement to the facility.

Please place this item on the next available meeting agenda for consideration. Please contact me with questions or to discuss details.

Enclosures: OHM Recommendation Letter dated July 19, 2019  
Harper Electric Bid Form





July 19, 2019

Ms. Brenda Stumbo  
Township Supervisor  
7200 South Huron River Drive  
Ypsilanti Township, MI 48197

RE: Recommendation of Award  
Law Enforcement Center Generator Installation

Dear Ms. Stumbo:

Sealed bids for the Law Enforcement Center Generator Installation project were received and publicly read aloud at 10:00 a.m. on Friday July 12, 2019 at the Charter Township of Ypsilanti Civic Center. Five (5) prospective contractors obtained plans and specifications for the project. Proposals were received from three (3) bidders with as-checked results ranging from \$95,000.00 to \$117,629.16. The engineer's final estimate for the project was approximately \$125,000.00.

The low bid was received from Harper Electric, located at 6920 Jackson Road, Ann Arbor, MI 48103 in the amount of \$95,000.00. In reviewing their bid, all required information, including bond surety, schedule of current and past projects, and subcontractors listing, have been provided.

It is felt that Harper Electric and their subcontractors are capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. **Based on the submitted information, it is recommended that the Law Enforcement Center Generator Installation work be awarded to Harper Electric of Ann Arbor, MI in the amount of \$95,000.00. We also recommend a 10% contingency to help cover unforeseen issues or additional work that may be determined in the field. This results in a total recommended construction budget of about \$104,500.00.**

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

Sincerely,

OHM Advisors

A handwritten signature in black ink, appearing to read "Matthew D. Parks", is written over a horizontal line.

Matthew D. Parks, P.E.

A handwritten signature in black ink, appearing to read "Elliot R. Smith", is written over a horizontal line.

Elliot Smith

Encl. Bid Tab

cc: Mike Radzik, Township Community Standards Director  
Karen Lovejoy Roe, Township Clerk  
Larry Doe, Township Treasurer  
Doug Winters, Township Attorney  
Elliot Smith, OHM Advisors  
File

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item	Description	Quantity	Unit Price	Amount
1	Mobilization, Max. 5%	1 LSUM	\$	\$ 4,750.00
2	Photographic Documentation	1 LSUM	\$	\$ 250.00
3	Silt Fence	150 FT	\$ 2.00	\$ 300.00
4	General Site and Electrical Demolition	1 LSUM	\$	\$ 4,550.00
5	Project Earthwork	1 LSUM	\$	\$ 7,500.00
6	Remove and Replace Tree	1 EA	\$ .01	\$ .01
7	Remove and Reset Salvaged Fence	20 FT	\$ .01	\$ .20
8	Aggregate Base Course, 21AA, 6"	194 SYD	\$ 15.00	\$ 2,910.00
9	Aggregate Base Course, MDOT Class II Sand, 12"	18 SYD	\$ 15.00	\$ 270.00
10	Concrete Pavement, Non-Reinf., 6"	45 SYD	\$ 80.00	\$ 3600.00
11	Concrete Pavement, Non-Reinf., 8"	149 SYD	\$ 80.00	\$ 11,920.00
12	Generator Concrete Slab, Reinf., 8"	18 SYD	\$ 80.00	\$ 1,440.00
13	3" Topsoil, Seeding Mix Type THM, and Mulch	250 SYD	\$ 8.00	\$ 2,000.00
14	Project Cleanup	1 LSUM	\$	\$ 3,999.79
15	Generator, 300KW diesel with Service Entrance ATS, 600 gallon sub-base fuel tank, and Enclosure, Installed	1 LSUM	\$	\$ 36,010.00
16	Equipment Rack, Furnished and Installed	1 LSUM	\$	\$ 10,500.00
17	Site Electrical Work	1 LSUM	\$	\$ 5,000.00
<b>Total:</b>				<b>\$ 95,000.00</b>

**CONTRACT DOCUMENTS  
FOR  
SCHOONER COVE BUS STOP**

**YPSILANTI TOWNSHIP  
YPSILANTI TOWNSHIP, MI 48197**

**OHM Advisors**  
34000 Plymouth Road  
Livonia, Michigan 48150

0098-18-0041  
August 21, 2019

Schooner Cove Bus Stop  
Ypsilanti Township  
0098-18-0041

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## ADVERTISEMENT FOR BID

### Schooner Cove Bus Stop Ypsilanti Township August 21, 2019

Sealed Bids for Schooner Cove Bus Stop will be received at the office of the Ypsilanti Township until 2:00 PM local time, on September 4, 2019, by the office of the Township Supervisor located at 7200 S Huron River Drive, Ypsilanti Township, MI 48197. The approximate quantities of major items of work involved are as follows:

Installing a bus stop and a deceleration lane; extending S. pathway 110 feet; tapping N. existing storm with 164 feet of 12-inch culvert; restoration of N. and S. pathway.

The Contract Documents for this project are on file and may be examined on and after 2:00 pm, August 21, 2019, at the following locations: the office of the ENGINEER, Orchard, Hiltz, & McCliment, Inc. d/b/a OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150; Dodge Data & Analytics, [dodgeproducts.construction.com](http://dodgeproducts.construction.com); CMD Group, [cmdgroup.com](http://cmdgroup.com); the Construction Association of Michigan (CAM), [cam-online.com](http://cam-online.com), and Ypsilanti Township, 7200 S Huron River Drive, Ypsilanti Township, MI 48197.

Digital copies thereof may be obtained on or after 2:00 pm, local time, August 21, 2019 from the online plan room section of the website of the ENGINEER, [www.ohm-advisors.com](http://www.ohm-advisors.com). A digital download fee may apply.

Hard copies thereof may be obtained on or after 2:00 pm, local time, August 21, 2019, at the office of the ENGINEER, Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI 48150. A fee of fifty dollars (\$50.00) non-refundable will be charged for each set of Contract Documents. An additional fee of ten dollars (\$10.00) non-refundable will be charged for each set of Contract Documents that are mailed.

Bid Security in the form of a Bid Bond for a sum no less than five percent (5%) of the amount of the Bid will be required with each Bid.

The OWNER reserves the right to accept any Bid, reject any Bid, or waive irregularities in Bids.

No Bid may be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of the Bids.

No pre-bid meetings are scheduled for this project.

Brenda Stumbo, Township Supervisor  
Ypsilanti Township

## INSTRUCTIONS TO BIDDERS

### 1. BIDS

- A. Sealed Bids will be received as per Advertisement for Bids.
- B. Bid Forms shall be submitted only on forms provided by the ENGINEER and shall be of the type specified in the Bid Form.
- C. Bid Forms must be completed legibly in ink or by typewriter. In case of a discrepancy between the unit price and the extended amount, the unit price shown shall govern. Illegibility of any figure or word in the Bid Form may be sufficient cause for rejection of the Bid by the OWNER.
- D. Bid Forms shall be enclosed in sealed envelopes marked with the name of the project and Bidder and shall be delivered to the OWNER at the place specified in the Advertisement for Bids on or before the time specified in the Advertisement for Bids.
- E. Bid Forms shall be made in full conformity with all the conditions set forth in the drawings and in these specifications

### 2. NAME AND STATUS OF BIDDER

- A. The name and legal status of Bidder, that is, as a corporation, partnership or individual, shall be stated in the Bid Form.
- B. Anyone signing a Bid Form as an agent of another or others must submit with the Bid Form legal evidence of his authority to do so.
- C. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must

be given after his signature. Phone and fax numbers are also required.

### 3. BID SECURITY

Each Bid must be in the form requested in the Advertisement for Bid. The CONTRACTOR shall complete and sign the Bid Guarantee form (page BG-1). If a Bid Bond is requested, it must be from a Treasury Listed surety company licensed to do business in the state of Michigan in the amount as stated in the Advertisement for Bid, payable to the OWNER as a guarantee on the part of the Bidder that he will, if called upon, enter into the attached Agreement.

### 4. BONDS

- A. CONTRACTOR will be required to furnish performance and payment bonds each equal to one-hundred percent (100%) of the Contract Sum. The bonds shall be the OWNER's guarantee of the faithful performance and payment of all the CONTRACTOR's obligations under the Agreement. These bonds shall remain in effect for the period as stated in each bond's provisions.
- B. Maintenance and Guarantee Bonds shall be required.

### 5. INSPECTION OF SITE

- A. Before submitting a Bid Form, each Bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done.
- B. Each Bidder shall be held to have compared the premises with the Bid documents and to have satisfied himself as to conditions of the premises, existing construction and any other conditions

affecting the carrying out of the work before delivery of his Bid Form.

- C. No allowance or extra consideration on behalf of the CONTRACTOR will subsequently be allowed by reason of error or oversight on the part of the CONTRACTOR or on account of interference by the OWNER's or other CONTRACTOR's activities.

#### 6. TIME OF COMPLETION

Time of completion will be as stated in the Agreement.

#### 7. EXPLANATION TO BIDDERS BY ADDENDA

- A. Neither the OWNER nor the ENGINEER will give verbal answers to inquiries regarding the meaning or intent of the Contract Documents prior to award of the Contract. Any verbal statements regarding same by any person prior to the award shall be without legal effect.
- B. Explanations desired by Bidders shall be requested of the ENGINEER in writing and, if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each Bidder of Record whose work is affected.
- C. Addenda issued to Bidders prior to date of receipt of Bid Forms shall become a part of the Contract Documents, and all Bid Forms shall include the work described in the Addenda.
- D. No inquiry received within four (4) business days of the date fixed for opening of the Bids will be given consideration.
- E. Failure of the ENGINEER to send, or the Bidder to receive, any such interpretations shall not relieve the

Bidder from obligation under his Bid as submitted.

- F. Bidder of Record is defined as an individual, partnership or corporation having purchased a set of Bid Documents from the ENGINEER.

#### 8. EXPERIENCE AND FINANCIAL STATEMENT

- A. It is the intention of the OWNER to award the Contract to a contractor fully capable, both financially and as regards to experience to perform and complete the work in a satisfactory manner. Each Bidder must complete the Statement of Qualifications, which follows the Bid Form. If required by the OWNER, each Bidder under consideration may be required to submit additional evidence of qualifications.
- B. Each Bidder under consideration must be able to demonstrate that the Bidder has successfully completed projects of a similar nature and scope within the last two years.

#### 9. SUBCONTRACTORS

Bidder shall submit to OWNER a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of work as to which such identification is so required. If requested by the OWNER, the apparent successful Bidder and any other Bidder so requested, will, within ten (10) days after the day of Bid opening, submit a Statement of Qualifications with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person and organization if requested by the OWNER. If the OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed subcontractor, other person or organization, OWNER may request the apparent successful Bidder to submit an acceptable

substitute without an increase in Bid price. If the apparent successful Bidder declines to make any such substitutions, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person or organization so listed and to whom the OWNER or ENGINEER does not make written objection prior to signing of the Agreement will be deemed acceptable to the OWNER and ENGINEER.

#### 10. AWARD OF CONTRACT

The OWNER reserves the right to accept any Bid, to reject any or all Bids, and to waive defects or irregularities in any Bid for any reason or no reason at all. The OWNER also reserves the right to award some, none, or all of the Contract.

#### 11. LIQUIDATED DAMAGES/INCENTIVES

- A. If the CONTRACTOR fails to complete all the work within the time stipulated, he will be assessed liquidated damages as set forth in the Agreement.
- B. If set forth in the Agreement, incentives will be paid by OWNER to CONTRACTOR at the rate specified in the Agreement, when the work is completed prior to the time specified in the Agreement.

#### 12. TAXES

The Bidder shall include in the base Bid and shall pay all applicable federal, state and local taxes of whatever character and description.

*End of Section*



## SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

These Supplemental Instructions to Bidders (SIB) amend or supplement the Instructions to Bidders. All provisions that are not so amended or supplemented remain in full force and effect.

### A. Time of Completion & Construction Schedule

Prior to the execution of the Contract, the CONTRACTOR shall submit an outline of his proposed order of work and indicate dates for completing the major items of work. Major items shall be considered to be installation of storm sewer, removal of pavement, station grading, structure adjustments, paving, and surface restoration. This schedule, when approved by the OWNER, shall become part of the Contract.

A pre-construction meeting shall be arranged prior to the start of work. The CONTRACTOR shall bring a tentative schedule to the pre-construction meeting. At this time, all Contract requirements shall be reviewed.

It is anticipated that construction will begin on October 7, 2019. The CONTRACTOR shall complete the proposed work, in order to have the pavement and storm improvements finished as of the substantial completion date. Final cleanup and restoration shall be finished by the project completion date, unless otherwise directed in writing by the OWNER or its ENGINEER.

Summary of anticipated dates:

Contract Award ..... September 18, 2019  
Notice to Proceed .....October 1, 2019  
Construction Start Date .....October 7, 2019  
Substantial Completion DateNovember 15, 2019  
Project Completion..... May 15, 2020

An alternate schedule may also be acceptable to start construction in the spring of 2020, and construction will commence on April 1, 2020. If the contractor elects to do spring construction instead of the fall, the following is a summary of anticipated dates:

Contract Award ..... March 4, 2020  
Notice to Proceed ..... March 18, 2020  
Construction Start Date ..... April 15, 2020  
Substantial Completion Date..... May 28, 2020  
Project Completion..... June 25, 2020

All requests for extensions of time shall be submitted in writing in accordance with Section 15 of the General Conditions. Such requests shall:

1. Detail the reason for the request.

2. Provide a realistic revised completion date.
3. Indicate any other areas that may be impacted by such an extension.

The CONTRACTOR shall request a deadline extension as soon as it has become apparent the completion date is unreasonable. In no case will a request be considered if it is submitted after the originally required completion date has passed.

**B. Existing Conditions**

To the east of Schooner Cove Blvd, along S Huron River Drive, resides an existing ditch that drains stormwater into existing beehive manhole (#579). The existing elevation difference between S Huron Drive and the low point of the ditch is 1.6 ft. A gravel shoulder exists along S Huron Drive and the ditch, which is proposed to be removed and replaced with a deceleration lane.

**C. Permits**

Prior to constructing the bus shelter pad, the CONTRACTOR shall contact the Ann Arbor Area Transportation Authority (AAATA) to coordinate location. The contact for AAATA is Chris White at (734) 973-6500.

The following permits will be required for project construction. The CONTRACTOR is required to comply with all terms and conditions of the permit as incidental to the unit prices bid and no extra compensation will be allowed.

- a. Permitting Agency: Washtenaw County Road Commission  
 Contact at Agency: Gary Streight  
 Phone number: (734) 327-6692  
 Permit Fee: \_\_\_\_\_  
 Bond Amount (if applicable): \_\_\_\_\_  
 Date of Application: July 3, 2019  
 Person Responsible for Acquiring the Permit: Contractor  
 Date Permit issued if already in hand: \_\_\_\_\_

Application has been made by the Engineer for the permits identified above. Unless otherwise indicated, the CONTRACTOR must secure the permits prior to the start of construction and shall be responsible for all associated fees, deposits, bonds, proof of insurance, etc. The Contractor shall also be responsible for arranging for inspection by the governing agencies.

Work cannot proceed until all permits are obtained.

**D. Minimum Wage Requirements**

The OWNER has specific minimum wage requirements that are as follows:

Davis-Bacon Act, July 2, 1964 (Title 40, USC, 276A)

Anti-Kickback Act (Title 18, USC 874)

U.S. Department of Labor Regulations and Standards (Title 29, 1, 3 and 5)

Equal Employment Opportunity Act, September 18, 1965 (Executive Order No. 11246)

Federal Occupational Safety and Health Act of 1970

Housing and Urban Development Act of 1968, Section 3, as amended, 12 USC, 1701u.

See the Supplemental Specifications for additional information.

E. Temporary Sidewalk Closure Signage and Temporary Rerouting

The CONTRACTOR shall use maintenance aggregate, or approved similar by the ENGINEER, to direct pedestrians along the northern side of South Huron River Drive while the south side proposed approach and sidewalk ramp are being constructed. Once construction of the approach and ramp is finished, the CONTRACTOR shall re-direct pedestrians to the southern side of South Huron River Drive while the proposed northern bus pad and proposed pathway is being constructed.

# INSURANCE SPECIFICATIONS

## 1. LIABILITY OF CONTRACTOR

The Contractor shall take all responsibility for the work and shall provide barricades, watchmen and lights, and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of weather, floods, elements or other cause; and shall assume defense of, indemnify and save harmless the party of the first part and its individual officers and agents from all claims relating to labor, equipment and materials furnished for the work, inventions, patents and patent rights used in doing the work, also to injuries to any person or property received or sustained by or from the CONTRACTOR, his agents or employees.

The mention of any specific duty or liability of the CONTRACTOR in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the CONTRACTOR by the specifications.

## INDEMNIFICATION - HOLD HARMLESS AGREEMENT

The CONTRACTOR agrees to indemnify, defend, and save harmless the OWNER and ENGINEER, their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the OWNER and ENGINEER, their consultants, agents, and employees for damages to property and for damages because of bodily injury, including death at any time resulting therefrom, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the CONTRACTOR, his subcontractors, the OWNER, the ENGINEER, and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the

OWNER, the ENGINEER, and their agents and/or consultants.

## COMPOSITION OF THE CONTRACTOR

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## 2. INSURANCE

### 2.1. Insurance Required of the CONTRACTOR:

Prior to commencement of work, the CONTRACTOR shall purchase and maintain during the term of the project such insurance as will protect him, the OWNER(s), and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, from claims arising out of the work described in this Contract and performed by the CONTRACTOR, subcontractor(s) or sub-subcontractor(s) consisting of:

2.1.1. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers', Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

2.1.2. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property including loss of use thereof, including the following exposures:

- A. All premises and operations.
- B. Explosion, collapse and underground damage.

- C. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
  - D. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found under Part I of this Section.
  - E. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.
  - F. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.
- 2.1.3. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of the standard policy provisions concerning (a) loading and unloading, and b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that Comprehensive General Liability and Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.
- 2.1.4. CONTRACTOR will purchase for the OWNER an Owner's Protective Liability policy to protect the OWNER; the ENGINEER (Orchard, Hiltz & McCliment, Inc.); their consultants, agents, employees and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the subcontractor(s) or the sub-subcontractor(s) under this Contract.
- 2.1.5. CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the project for the full cost of replacement as of the time of any loss which shall include, as named insureds, (a) the CONTRACTOR, (b)

all subcontractors, (c) all sub-subcontractors, (d) the OWNER, and Orchard, Hiltz & McCliment, Inc., Consulting Engineers, as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "All Risk" form, including but not limited to the perils of fire, wind, collapse, vandalism, theft and earthquake, with exclusions normal to the cover. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any co-insurance penalties. Any insured loss shall be adjusted with the OWNER and CONTRACTOR and paid to the OWNER and CONTRACTOR as Trustee for the other insureds.

2.1.6. Umbrella or Excess Liability

The OWNER or its representative may, for certain projects, require limits higher than those stated in paragraph. 2.2 that follows. CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

2.1.7. Railroad Protective Liability

Where such an exposure exists, the CONTRACTOR will provide coverage in the use of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and limits

of liability shall be determined by the railroad company(ies) involved.

2.2.6. Umbrella or Excess Liability

\$2,000,000

2.2. Limits of Liability

The required limits of liability for insurance coverages requested in Section 2.1 shall be not less than the following:

2.2.1. Worker's Compensation

Coverage A Compensation	Statutory
Coverage B Employer's Liability	\$100,000

2.2.2. Comprehensive General Liability

Bodily Injury - Each Occurrence	\$500,000
Bodily Injury - Aggregate (Completed Operations)	\$500,000
Property Damage - Each Occurrence	\$100,000
Property Damage - Aggregate or combined single limit	\$500,000 \$1,000,000

2.2.3. Comprehensive Automobile Liability

Bodily Injury	\$500,000
Property Damage or combined single limit	\$200,000 \$1,000,000

2.2.4. Owner's Protective

Bodily Injury- Each Occurrence	\$1,000,000
Property Damage- Each Occurrence	\$250,000
Property Damage- Aggregate or combined single limit	\$500,000 \$1,500,000

2.2.5. Builder's Risk-Installation Floater

Cost to replace at time of loss

2.3. Insurance - Other Requirements

2.3.1. Notice of Cancellation or Intent Not to Renew

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the OWNER and the ENGINEER of cancellation or of intent not to renew.

2.3.2. Evidence of Coverage

Prior to the commencement of work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the Owner's Form of Certificate provided. Other forms of certificate are acceptable only if (1) they include all items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined in Paragraph 2.3.1 above, and (2) they have the written approval of the OWNER and ENGINEER. The OWNER reserves the right to request complete copies of the policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated.

A. Insurance Required for the CONTRACTOR

- i. Workers' Compensation and Employers' Liability Comprehensive General Liability, including:
  - a. All premises and operations.
  - b. Explosion, collapse, and underground damage.
  - c. Contractors' Protective.
  - d. Contractual Liability for obligations assumed in the Indemnification-Hold Harmless agreement of this contract.
  - e. Personal Injury Liability.
  - f. Products and Completed Operations.
- ii. Comprehensive Automobile Liability, including owned, non-owned, and hired vehicles.
- iii. Umbrella or Excess Liability.

B. Insurance Required for the OWNER

Owners' Protective Liability which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.

C. Insurance Required for the CONTRACTOR and the OWNER

Builders Risk-Installation Floater which names as insured(s) the OWNER; the ENGINEER, Orchard, Hiltz & McCliment, Inc.; their consultants, agents and employees; the CONTRACTOR and all subcontractors.

2.3.3. Qualification of Insurers

In order to determine the financial strength and reputation of insurance carriers, all companies providing coverages required shall be licensed or approved by the Office of Financial and Insurance Services of the State of Michigan. The company shall also have a financial rating not lower than X and a policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A:X will be acceptable only upon the written consent of the OWNER

*End of Section*

# BID FORM

## Schooner Cove Bus Stop Ypsilanti Township

THIS BID IS SUBMITTED TO:  
Ypsilanti Township  
7200 S Huron River Drive  
Ypsilanti Township, MI 48197

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Advertisement to Bid, Instructions to Bidders and Supplemental Instructions to Bidders.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders, and (2) reports and drawings of a hazardous environmental condition, if any, which has been identified in the Supplemental Instructions to Bidders.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be



employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BID FORM for Schooner Cove Bus Stop**  
**Charter Township of Ypsilanti, Washtenaw County, State of Michigan**  
**OHM Job No.: 0098-18-0041**

Item	Description	Estimated Quantity	Unit	Price	Amount
<b><u>CATEGORY 1 - Overall Project</u></b>					
1	Mobilization, Max. 5%	1	LSUM	\$ _____	\$ _____
2	Audio/Visual Route Survey	1	LSUM	\$ _____	\$ _____
3	Traffic Maintenance and Control	1	LSUM	\$ _____	\$ _____
4	Permit Allowance	1	LSUM	\$ _____	\$ _____
<b>Subtotal Category 1 (ITEMS 1-4 incl.):</b>					\$ _____
<b><u>CATEGORY 2 - Project Removal/SESC</u></b>					
5	Curb and Gutter, Rem	17	Ft	\$ _____	\$ _____
6	Pavt, Rem	54	Syd	\$ _____	\$ _____
7	Pathway, Rem	156	Syd	\$ _____	\$ _____
8	Subgrade Undercutting, Type II	15	Cyd	\$ _____	\$ _____
9	Erosion Control, Inlet Protection, Fabric Drop	3	Ea	\$ _____	\$ _____
10	Erosion Control, Silt Fence	712	Ft	\$ _____	\$ _____
11	Erosion Control, Check Dam	1	Ea	\$ _____	\$ _____
12	HMA Base Crushing and Shaping	588	Syd	\$ _____	\$ _____
<b>Subtotal Category 2 (ITEMS 5-12 incl.):</b>					\$ _____
<b><u>CATEGORY 3 - Project Construction</u></b>					
13	Structure Adj.	5	Ea	\$ _____	\$ _____
14	Embankment, LM	73	Cyd	\$ _____	\$ _____
15	Station Grading	10.5	Sta	\$ _____	\$ _____
16	Aggregate Base, 21AA Limestone, 6 inch	183	Ton	\$ _____	\$ _____
17	Aggregate Base, 21AA, Limestone, 8 inch	103	Ton	\$ _____	\$ _____
18	Maintenance Aggregate	25	Ton	\$ _____	\$ _____
19	Storm Structure, Reconstruction	3	Ft	\$ _____	\$ _____
20	Trench Undercut and Backfill	150	Cyd	\$ _____	\$ _____
21	Dr Structure, 24 inch dia	1	Ea	\$ _____	\$ _____
22	Dr Structure, Tap, 12 inch	1	Ea	\$ _____	\$ _____
23	Culvert, CI A, Corrugated, 12 inch	63	Ft	\$ _____	\$ _____
24	Sewer, CI IV, RCP, 12 inch	124	Ft	\$ _____	\$ _____
25	Culvert End Section	3	Ea	\$ _____	\$ _____
26	Hand Patching	10	Ton	\$ _____	\$ _____

**BID FORM for Schooner Cove Bus Stop**  
**Charter Township of Ypsilanti, Washtenaw County, State of Michigan**  
**OHM Job No.: 0098-18-0041**

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Amount</b>
27	HMA, LVSP	56	Ton	\$ _____	\$ _____
28	HMA, LVSP, Pathway, 3 inch	34	Ton	\$ _____	\$ _____
29	Curb and Gutter, Conc, Det F4	150	Ft	\$ _____	\$ _____
30	Mountable Curb, Conc, 1 inch	140	Ft	\$ _____	\$ _____
31	Sidewalk Ramp, Conc, 6 inch	1017	Sft	\$ _____	\$ _____
32	Sidewalk, Conc, 4 inch	1060	Sft	\$ _____	\$ _____
33	Sign, Crosswalk, Yield	2	Ea	\$ _____	\$ _____
34	Pavt Mrkg, Polyurea, 12 inch, White	85	Ft	\$ _____	\$ _____
35	Riprap, Plain	16	Ton	\$ _____	\$ _____
36	Slope Restoration	223	Syd	\$ _____	\$ _____

**Subtotal Category 3 (ITEMS 13-36 incl.):** \$ \_\_\_\_\_

**Subtotal Category 1:** \$ \_\_\_\_\_

**Subtotal Category 2:** \$ \_\_\_\_\_

**Subtotal Category 3:** \$ \_\_\_\_\_

**Subtotal Category 4:** \$ \_\_\_\_\_

**Total Bid Amount (Categories 1-4 incl.):** \$ \_\_\_\_\_

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price bid items will be based on actual quantities constructed in accordance with the Contract Documents.

Bidder agrees that the Work will be Substantially Complete on or before November 8, 2019, and completed and ready for final payment in accordance with the General Conditions on or before April 1, 2020.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

The following documents are attached to and made a condition of this Bid:

- Bid Guarantee (circle one): Bid Bond
- Statement of Qualifications
- Subcontractor Listing
- Legal Status of Bidder

SUBMITTED on \_\_\_\_\_, 20 \_\_\_\_\_

State Contractor License No. \_\_\_\_\_ . (If applicable)

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Corporation**

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Attest: \_\_\_\_\_ (CORPORATE SEAL)  
*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date of Qualification to do business is: \_\_\_\_\_

**A Joint Venture**

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title:

Business address: \_\_\_\_\_

\_\_\_\_\_  
Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title:

Business address: \_\_\_\_\_

\_\_\_\_\_  
Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications.

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

## BID GUARANTEE

The undersigned attaches bid security in the form of a BID BOND / CERTIFIED CHECK / CASHIER'S CHECK (Circle one) in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The undersigned agrees, if awarded the Contract, to deliver the executed Agreement and bonds and furnish evidence of insurance within fourteen (14) business days after the date of the Notice of Award. And to complete the proposed work within the time specified in the Bid Form.

If the Bid is accepted by the OWNER, and the undersigned shall fail to enter into the Agreement as aforesaid and to furnish the required surety bonds within fourteen (14) business days after Notice of Award, the Bid Bond in the amount of \$\_\_\_\_\_ accompanying this Bid shall be considered due and payable to the OWNER.

If the undersigned enters into the Agreement in accordance with this Bid or if his Bid is rejected, then the accompanying Bid Guarantee shall be voided.

In submitting this Bid, it is understood that the right is reserved by the OWNER to reject any or all bids, to waive irregularities and/or formalities and, in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the OWNER.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

Authorized Signature of Bidder:

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

(TITLE) \_\_\_\_\_

(SEAL)

BID BOND

BIDDER (Name and Address):

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

SURETY (Name and Address of Principal Place of Business):

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

OWNER (Name and Address):

Ypsilanti Township  
7200 S Huron River Drive  
Ypsilanti Township, MI 48197

BID

BID DUE DATE: September 4, 2019

PROJECT (Brief Description Including Location):

INSTALLING A BUS STOP AND A DECELERATION LANE. EXTENDING S PATHWAY 110 FT, TAPPING N EXISTING STORM WITH 164 FT OF 12-INCH CULVERT. RESTORATION OF N AND S PATHWAY



BOND

BOND NUMBER: \_\_\_\_\_

DATE (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_  
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Document.
3. This obligation shall be null and void if:
  - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by OWNER, or
  - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time of issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

*End of Section*

## STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

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

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_

Number of years operating under your present name: \_\_\_\_\_

Bonding Capacity: \_\_\_\_\_

Bonding Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Prequalified by MDOT to bid on projects of this magnitude and type of work

(circle one) YES NO                      Prequalification Number: \_\_\_\_\_

General nature of work performed by your company: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Background and experience of the principal members of your organization including officers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Major equipment available for this contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CURRENT PROJECTS:

	Project	Project	Project
Name:	_____	_____	_____
Owner:	_____	_____	_____
Contact Person:	_____	_____	_____
Phone:	_____	_____	_____
Contract Amount:	_____	_____	_____
Completion Date:	_____	_____	_____
% Complete:	_____	_____	_____

COMPLETED PROJECTS:

	Project	Project	Project
Name:	_____	_____	_____
Owner:	_____	_____	_____
Contact Person:	_____	_____	_____
Phone:	_____	_____	_____
Contract Amount:	_____	_____	_____
Date Completed:	_____	_____	_____

Additional information that may be pertinent to demonstrate your ability to complete this project.

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Has your company defaulted on a contract? \_\_\_\_\_

If yes, where and why? \_\_\_\_\_

\_\_\_\_\_  
I hereby certify that the above answers are correct and true.

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Number of additional sheets attached: \_\_\_\_\_

## SUBCONTRACTOR LISTING

Bidder submits to use the following subcontractors for performance of the work in accordance with Article 9 of the Instructions to Bidders.

Note to Bidder: List all work you propose to sublet on this Contract. Include each subcontractors name, address, phone, fax and e-mail address. Also include a description of work to be performed by subcontractor. For example: restoration, landscaping, lighting, signage, bore and jack, etc. List approximate dollar value of the subcontract.

NAME, ADDRESS & PHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK	APPROXIMATE DOLLAR VALUE OF SUBCONTRACT
		\$ _____
Phone: _____		
FAX: _____		
E-mail _____		
		\$ _____
Phone: _____		
FAX: _____		
E-mail _____		

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail \_\_\_\_\_

# AGREEMENT

This AGREEMENT is by and between Ypsilanti Township (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

## ARTICLE 1 WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

INSTALLING A BUS STOP AND A DECELERATION LANE. EXTENDING S PATHWAY 110 FT, TAPPING N EXISTING STORM WITH 164 FT OF 12-INCH CULVERT. RESTORATION OF N AND S PATHWAY.

## ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Schooner Cove Bus Stop

## ARTICLE 3 ENGINEER

3.01 The Project has been designed by Orchard Hiltz & McCliment, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before November 8, 2019, and completed and ready for final payment on or before April 1, 2020.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$900.00/day for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$900.00/day for each day that



expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

#### ARTICLE 5 CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the measured quantity of that item as indicated in the Bid Form (Bid Form to be inserted here at the time the Agreement is to be signed.):

As provided in Article 13 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Article 23 of the General Conditions.

## ARTICLE 6 PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

CONTRACTOR shall be paid in accordance with Article 14 of the General Conditions.

## ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in the Supplemental Instructions to Bidders.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 CONTRACT DOCUMENTS

### 8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance and Guarantee Bond;
5. General Conditions;
6. General Specifications;
7. Technical Specifications as listed in the table of contents of the Project Manual;
8. Appendices (excluding geotechnical reports);
9. Drawings consisting of sheets numbered 1 through 17, inclusive, with each sheet (excluding standard details) bearing the following general title: Schooner Cove Bus Stop Improvements;
10. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive);
11. Exhibits to the Agreement (enumerated as follows):
  - a. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_ to \_\_\_, inclusive);
  - b. \_\_\_\_\_
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Written Amendments;
  - b. Work Orders;
  - c. Change Order(s).

The documents listed in paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8.

## ARTICLE 9 MISCELLANEOUS

### 9.01 Terms

Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 9.02 Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 9.03 Successors and Assigns

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 9.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_  
(which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

\_\_\_\_\_  
By: \_\_\_\_\_  
(CORPORATE SEAL)

\_\_\_\_\_  
By: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

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

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

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER – CONTRACTOR Agreement)

License No. \_\_\_\_\_  
(Where applicable)  
Agent for service of process: \_\_\_\_\_

\_\_\_\_\_  
(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

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

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

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

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

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

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

\_\_\_\_\_  
Phone: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

FAX: \_\_\_\_\_

## PERFORMANCE BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): \_\_\_\_\_  
SURETY (Name and Address of Principal Place of Business): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER:  
Ypsilanti Township  
7200 S Huron River Drive  
Ypsilanti Township, MI 48197

### CONTRACT

Date:  
Amount:  
Description: Schooner Cove Bus Stop  
Ypsilanti Township

### BOND

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____ (Corp. Seal)	Company: _____ (Corp. Seal)
Signature: _____	Signature: _____
Name & Title: _____	Name & Title: _____ (Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____ (Corp. Seal)	Company: _____ (Corp. Seal)
Signature: _____	Signature: _____
Name & Title: _____	Name & Title: _____ (Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
  - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
  - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
    - 3.3.1. The Surety in accordance with the terms of the Contract;
    - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
    - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on the Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in

the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on the bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was being performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a



statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price:  
The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR or any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: the agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the contract or to perform and complete or comply with the other terms thereof.

*End of Section*

PAYMENT BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business):

OWNER: Ypsilanti Township 7200 S Huron River Drive Ypsilanti Township, MI 48197

CONTRACT Date: Amount: Description: Schooner Cove Bus Stop Ypsilanti Township

BOND Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL SURETY Company: (Corp. Seal) Signature: Name and Title: (Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required).

CONTRACTOR AS PRINCIPAL SURETY Company: (Corp. Seal) Signature: Name & Title: (Attach Power of Attorney)

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
    - 4.2.1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - 4.2.2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
    - 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR

furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addressee shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in

the location where the Contract was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of the Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: an individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, material or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*End of Section*

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_ (contractor name), as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Ypsilanti Township, 7200 S Huron River Drive, Ypsilanti Township, MI 48197, as Owner, in the sum of \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid to said Ypsilanti Township, its legal representatives and assigns for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_ .

WHEREAS, the above named Principal has entered into a certain written Contract with Ypsilanti Township dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_, wherein the said Principal covenanted and agreed to follows, to-wit: TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS, CONTRACT DOCUMENTS AND DRAWINGS TITLED: Schooner Cove Bus Stop, OHM JOB NO. 0098-18-0041.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said Contract, the above named Principal has agreed with the Ypsilanti Township that for a period of TWO year(s) from date of payment of Final Estimate, to keep in good order and repair any defect in all work done under said Contract either by the Principal or his Subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the OWNER, excepting only such parts or part of said work as may have been disturbed without consent or approval of the Principal after final acceptance of the work, and that whenever directed to do so by the OWNER by notice served in writing, either personally or by mail, on the Principal at \_\_\_\_\_ (contractor's city, state, and zip code), \_\_\_\_\_ legal representatives, or successors, or on the Surety at \_\_\_\_\_ WILL PROCEED at once to make such repairs as directed by said OWNER; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said OWNER shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs and charge the expense thereof to, and receive same from, said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said OWNER may take immediate steps to repair or barricade such defects without notice to the CONTRACTOR. In such accounting the said OWNER shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection the judgment of the OWNER is final and conclusive. If the said Principal for a period of TWO year(s) from the date of payment of Final Estimate, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after final acceptance of same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said OWNER for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Owner and Orchard, Hiltz & McCliment, Inc. from all suits and actions for damages of every name and description brought or claimed against it for, or on account of, any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said

Principal, servants, agents or employees, in the prosecution of the work included in said Contract, and from any and all claims arising under the Workman's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_\_.

Signed, Sealed and Delivered  
In the Presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Surety

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN )
)SS.
COUNTY OF \_\_\_\_\_ )

The undersigned, \_\_\_\_\_, CONTRACTOR, hereby represents that on \_\_\_\_\_, 20\_\_\_\_ he (it) was awarded a Contract by Ypsilanti Township hereinafter called the OWNER, to construct Schooner Cove Bus Stop in accordance with the terms and conditions of Contract No. \_\_\_\_\_; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of said Contract has been fully or satisfactorily secured, and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from performance of said Contract, have been fully paid or satisfactorily secured. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

\_\_\_\_\_  
Contractor  
By: \_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public in and for \_\_\_\_\_ County, Michigan, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## CONTRACTOR'S DECLARATION

I HEREBY DECLARE THAT I HAVE NOT, during the period

\_\_\_\_\_ to

\_\_\_\_\_ A.D., 20 \_\_\_\_\_ performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from Ypsilanti Township or his agents, in addition to the regular items set forth in the Contract numbered \_\_\_\_\_ and dated \_\_\_\_\_ A.D., 20 \_\_\_\_\_ for the Agreement executed between myself and the OWNER, and in the Change Orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

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

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

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



# GENERAL CONDITIONS

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## General

### 1. DEFINITIONS

The following terms as used in the Contract Documents are respectively defined as follows:

“Agreement”: The written document between the OWNER and the CONTRACTOR concerning the work to be performed.

“Change Order” - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

“Contract” – The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

“CONTRACTOR”: The person, firm or corporation to whom the Contract is awarded by the OWNER and who is subject to the terms thereof and party of the second part of the Agreement.

“ENGINEER”: Orchard, Hiltz & McCliment, Inc., Livonia, Michigan

“Construction Observer”: The authorized representative of ENGINEER who is assigned to the site or any part thereof.

“OWNER”: The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement: and for whom the work is to be provided; and the party of the first part of the Contract.

“Project Manual” – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

“Specifications” - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

“Subcontractor”: A person, firm or corporation having a direct contract with CONTRACTOR or with any other subcontractor for the performance of a part of the Work at the site.

“Supplier”: A manufacturer, fabricator, supplier, distributor, material man or vendor.

“Supplemental Conditions”: The part of the Contract Documents that amends or supplements the General Conditions and/or the Insurance Specifications and the Bond Requirements.

“Work” - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

“Written Notice”: Shall be deemed to have been “duly served” when such notice shall have been given or mailed to the CONTRACTOR or his superintendent at the site of the Work or when such notice shall have been given or mailed to the OWNER.

### 2. CONTRACT DOCUMENTS

The original and three counterparts of the Contract shall be signed by the OWNER and the CONTRACTOR.

The Work under this Contract shall consist of the items listed in the Bid Form, including all incidentals necessary to fully complete the project in accordance with the Contract Documents. The Contract Documents shall consist of the Advertisement, Instructions to Bidders, Supplemental Instructions to Bidders, Supplemental Specifications, Bid Form, Project Plans and Drawings, Standard Plans and Details, Technical Specifications,

General Conditions, General Specifications, Method of Payment, Insurance, Bonds and Agreement.

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include in the Contract Price the cost of all labor and material, water, fuel, tools, plant, equipment, light, transportation and all other expenses that may be necessary for the proper execution and completion of the Work.

### 3. BONDS

The CONTRACTOR shall furnish a surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for faithful performance of this Contract. CONTRACTOR shall also furnish a separate surety bond (form included) in an amount at least equal to 100 percent of the Contract Price as security for the payment of all persons performing labor on the project under this Contract, and furnishing materials in connection with this Contract. The Surety on each such bond shall be a duly authorized surety company satisfactory to the OWNER.

The CONTRACTOR shall furnish a Maintenance and Guarantee Bond (form included) covering all Work under this Contract. The guarantee is to cover fifty percent (50%) of the contract amount for a period of two (2) years subsequent to the date of final payment unless otherwise specified.

Should any Surety upon any bond furnished in connection with this Contract become unacceptable to the OWNER, or if any such Surety shall fail to furnish reports as to his financial condition from time to time as requested by the ENGINEER, the CONTRACTOR must promptly furnish such additional security as may be required from time to time by the ENGINEER to protect the interests of the OWNER or persons supplying labor or materials in the

prosecution of the Work contemplated by the Contract.

### 4. CONTRACT DRAWINGS & SPECIFICATIONS

The original drawings prepared by the ENGINEER and included in the Contract Documents may be supplemented by other drawings furnished by the CONTRACTOR and approved by the ENGINEER or supplied to the CONTRACTOR by the ENGINEER during progress of the Work as he may deem to be necessary or expedient. All such supplementary Contract Drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless CONTRACTOR has first brought the matter, in writing, to the ENGINEER's attention for proper adjustment before starting on the work covered by such, and has received from the ENGINEER an order, in writing, to so proceed.

These original and supplemental drawings constitute the drawings according to which the Work is to be done. The CONTRACTOR shall keep at the site of the Work an approved or confirmed copy of all drawings and specifications, and shall at all times give the ENGINEER and OWNER access thereto.

### 5. COORDINATION OF CONTRACT DOCUMENTS

In case of discrepancy, figured dimensions shall govern over scaled dimensions and the parts of the Contract will prevail over all other parts of the following order:

Supplemental Specifications

Supplemental Instructions to Bidders

Instructions to Bidders

Bid Form

Project Plans and Drawings

Standard Plans & Details

Method of Payment

Technical Specifications

General Conditions

General Specifications

Insurance Specifications and Bond Forms

The CONTRACTOR shall not take advantage of any apparent error or omission in the Contract Documents, and if any inconsistency, omission, or conflict is discovered in the Contract Documents, or if in any place the meaning of the Contract Documents is obscure, uncertain, or in dispute, the ENGINEER will decide as to the true intent.

Information regarding site of the Work given in drawings and specifications has been obtained by the ENGINEER and is believed to be reasonably correct, but the OWNER does not warrant either the completeness or accuracy of such information, and it is the CONTRACTOR's responsibility to verify all such information.

## 6. PRECONSTRUCTION MEETING

A preconstruction meeting will be held prior to the beginning of any work. The ENGINEER will schedule the meeting as soon as possible after acceptable executed Contract Documents are received from the CONTRACTOR.

Notice of the meeting will be made to the OWNER, the CONTRACTOR, and to the following applicable entities, contingent upon their interest in the project:

Utility Companies

County Road Commission

Michigan Department of Transportation (MDOT)

Michigan Department of Labor-Safety Division

Railroad Companies

Other State, Local and County Agencies

The purpose of the preconstruction meeting is to discuss particular procedures and potential problem areas. The CONTRACTOR is given updates on the conditions of the proposed construction and what is expected as to proper notification in the event of damage to existing utilities.

The CONTRACTOR shall submit in writing at the preconstruction meeting the following information:

Schedule of construction

Sources of materials

Final list of subcontractors

The designated safety officer on the job

Superintendent for the project

Foreman in charge on the job site

Emergency and after hours phone numbers for CONTRACTOR, including Safety Officer, Superintendent and Foreman.

Approval by ENGINEER and OWNER of any construction schedule indicating completion of the work in less time than allotted by the Contract shall not be construed as an acknowledgment, either express or implied, that the work can be completed within the time shown on this schedule, and shall not under any circumstances give rise to a cause of action for damages by the CONTRACTOR.

## 7. REUSE OF DOCUMENTS

Neither CONTRACTOR nor any subcontractor or supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the drawings, specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

## 8. AVAILABILITY OF LANDS

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Permission to use private property shall be obtained prior to any such use by the CONTRACTOR. Written evidence of such permission shall be given to the ENGINEER prior to any such use.

## 9. PHYSICAL CONDITIONS

Reference is made to the Supplemental Instructions to Bidders for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the ENGINEER in preparation of the drawings and specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

## 10. GENERAL REQUIREMENTS OF MATERIALS & WORKMANSHIP

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type other than that specified by name are offered by CONTRACTOR they will be given full consideration by the ENGINEER, and the ENGINEER's decision will be final as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all equipment, materials and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the

purpose. The CONTRACTOR shall, if required, furnish such evidence as to kind and quality of materials as the ENGINEER may require.

The CONTRACTOR shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor, tools or appliances that shall not, in the judgment of the ENGINEER, be suitable or competent to produce this result may be ordered from the Work by him, and such labor, tools or appliances shall be substituted therefore by the CONTRACTOR as will meet with the approval of the ENGINEER.

If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers and the trade.

## 11. SHOP DRAWINGS & SPECIAL DRAWINGS

Where called for in the specifications, CONTRACTOR shall submit to the ENGINEER for approval in not less than five copies, details, specifications, cuts and drawings of such equipment and structural work as may be required. CONTRACTOR shall make any changes or alterations required by the ENGINEER and resubmit same without delay. Approval of the ENGINEER shall not relieve the CONTRACTOR of responsibility for errors in the drawings, as the ENGINEER's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the ENGINEER has approved the shop drawings.

When the work of the CONTRACTOR is of a nature originating with it, full general and detail drawings shall be furnished to the ENGINEER on 24" x 36" size sheets of polyester film base which shall, upon approval, become the property of the OWNER.

It is understood that approval by the ENGINEER of CONTRACTOR's drawings, whether general or detailed, is a general approval relating only to their sufficiency and compliance with waiver of errors, discrepancies or omissions.

## 12. CHANGES IN QUANTITIES OR PLANS

The OWNER reserves the right to make, by written order, at any time during the Work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and by signing a work order or authorization, the CONTRACTOR agrees to perform the Work as altered and agrees to accept, as payment in full for such Work, the monetary amounts set forth in such written order as balanced by OWNER. In addition, by signing a written order, the CONTRACTOR releases the OWNER from any and all claims for compensation with regard to the items of work specified in the written order; including, but not limited to, any and all claims for delay and overhead, unless the OWNER is notified in writing at the time of signing the authorization that the CONTRACTOR refuses to release the OWNER from such claims. All increases in quantities of work which appear in the Contract as pay items shall be paid for at the Contract Unit Prices. Decreases in quantities included in the Contract shall be deducted from the Contract at the Contract Unit Prices.

## 13. ESTIMATED QUANTITIES

The quantities of various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for work under this Contract; and neither the OWNER nor the ENGINEER is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the

CONTRACTOR shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

## 14. PAYMENTS

Payments for work completed, as recommended by the ENGINEER, will be made as specified herein.

### Partial Payments

CONTRACTOR shall submit to OWNER an application for each payment and shall submit a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the OWNER other than as indicated on the Contractor's Declaration and shall, if required, submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made on a monthly basis on work completed during the preceding month, less retainage held in accordance with Public Act No. 524 of 1980.

The retainage shall be as follows:

Not more than ten percent (10%) of the dollar value of all work in place until work is fifty percent (50%) in place.

After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, then the retainage amount shall not be more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

Retainage shall be released to CONTRACTOR together with the final progress payment.

The OWNER may withhold payment of any estimate or portion of estimate until the CONTRACTOR shall have furnished satisfactory evidence that he has paid all claims of every nature. The CONTRACTOR shall submit to the OWNER with each application for payment a "Sworn Statement" attesting to all payments made and balances due to all subcontractors and to all suppliers of materials, fuel, and equipment for the project work completed. He shall also attest to all payments made for labor furnished for the work completed. The "Sworn Statement" shall be in a form acceptable to the OWNER and all suppliers and subcontractors shall be listed along with payments made and balances owed to each.

No partial payment shall be considered as acceptance of the work or any portion thereof prior to final completion of the work, and payment of final estimate.

#### Final Payment

The CONTRACTOR's request for final payment shall be accompanied by the following documents:

Contractor's Declaration

Contractor's Affidavit

Unconditional waivers, as required, from major suppliers and subcontractors

Release of Surety

Release from other public agencies for which permits have been obtained under this Agreement.

Within thirty (30) days after completion of the work under this Agreement to the satisfaction of the OWNER and ENGINEER, in accordance with all and singular terms and stipulations herein contained, the OWNER shall make final payment, from a final estimate made by the ENGINEER. Before final payment is made, the CONTRACTOR shall, as directed by the OWNER, make a Contractor's Affidavit that he has paid all claims of every nature, or

secured a release from the Surety or Sureties approving payment of the final estimate by the OWNER. Final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the CONTRACTOR of final payment aforesaid shall operate as, and shall be, a release to the OWNER and his agents, from all claim and liability to the CONTRACTOR for anything done or furnished for, relating to, or affecting the work.

#### Incorrect/Improper Payments

OWNER shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the ENGINEER, or other officer, agent or appointee, under the provision of this Agreement, at any time (either before or after final completion and acceptance of the work and payment made therefore pursuant to any such return or certificates showing the true and correct amount of money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the CONTRACTOR or his sureties, separately or collectively, such sums as may have been improperly paid said CONTRACTOR by reason of any such return or certificate which has been untruly or incorrectly compiled.

#### 15. EXTENSION OF TIME

All days in which work is suspended by order of the ENGINEER, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

In the event work is suspended because the CONTRACTOR does not perform, no extension will be allowed for this period of time.

All requests from CONTRACTOR for extensions of time shall be submitted in writing. Such requests shall detail the reason for the request, provide a realistic revised completion date, and indicate any other



areas which may be impacted by such an extension. Such requests must be submitted to the field ENGINEER within ten (10) days after the occurrence of the incident or situation that brought about a reason for extending the time of completion. The final decision of whether or not to grant an extension of time will be made by the field ENGINEER. In no case will a request be considered if it is submitted after the ten (10) day period has passed.

#### 16. AUTHORITY

No officer, agent or employee of the OWNER shall have power to revoke, alter, enlarge, or relax the stipulations or requirements of the Contract Documents, except insofar as such authority may be specifically conferred by the Contract Documents themselves, without formal authorization to do so, conferred by the Agreement, or by ordinance, resolution or other usual official action by the OWNER.

#### 17. PROGRESS OF WORK

The work shall be prosecuted regularly and uninterruptedly, unless the OWNER shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time stated herein.

If, in the opinion of the ENGINEER, it is necessary or advisable that certain portions of the work be done immediately, the CONTRACTOR, upon written order shall proceed with such work without delay. Should he fail to so proceed, the OWNER may do or cause to be done, such work, and the cost of same will be deducted from any money due or to become due the CONTRACTOR under this Agreement.

#### 18. TIME IS ESSENCE OF CONTRACT

It is distinctly understood and agreed to by the parties hereto that the time specified for completion of the Work is the essence of this Agreement, and CONTRACTOR shall not be entitled to claim performance of this Agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

#### 19. COMMENCEMENT OF CONTRACT TIME

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth (60) day after the day of Bid Opening or the thirtieth (30) day after the Effective Date of the Agreement, whichever date is earlier.

#### Owner Responsibilities

#### 20. EXTRA & FORCE ACCOUNT WORK

When extra work is required, it shall be performed and payment for such work will be on the unit price or lump sum basis agreed to in a written order. When such agreement cannot be reached, the OWNER may order such work, including any required offsite work, to be done by force account. The compensation as herein provided shall be accepted by the CONTRACTOR as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, miscellaneous unforeseen costs, and the use of small tools and equipment. For approved subcontract work, the CONTRACTOR will be paid an amount equal to six percent (6%) of the total cost of the subcontract work, as reimbursement for administrative costs incurred in connection with the subcontract work.

When it is necessary for the CONTRACTOR to hire a firm to perform a specialized type of work or service for which the CONTRACTOR or subcontractors are not qualified to do, payment will be made at the invoice cost. The CONTRACTOR will be paid an amount equal to six percent (6%) of the invoice cost, as reimbursement for administrative costs. Prior approval by the OWNER is required.

#### REPORTS:

The CONTRACTOR shall furnish to the OWNER, itemized reports of the costs of all force account work. The reports shall be furnished each week and shall include a certified copy of the weekly payroll and copies of bills for the materials used and the freight charges paid on same. Discount for prompt payment or penalty for late payment will not be considered in determining the net amount of the bill. The net amount of the bill shall be charged to the force account work. Where materials used are not specifically purchased for use on extra work but are taken from the CONTRACTOR's stock, the CONTRACTOR shall submit a certification of the quantity, price, and freight on such materials in lieu of original bills and invoices.

The CONTRACTOR shall prepare itemized statements containing the following detailed information:

Labor: Name, classification, dates, number of hours worked each day, total hours computed to nearest half hour, total hours, rate, and extension for each employee engaged.

Equipment: Designation, number of hours used each day (computed to nearest half hour), total hours, rental rate, and extension for each unit of equipment engaged.

Materials: Quantities of materials, with prices per unit and extensions and freight costs when applicable.

The CONTRACTOR and the OWNER shall compare records of force account work and bring them into agreement at the end of each day.

#### LABOR:

For all labor and for all craft foreman directly engaged in the specific work, the CONTRACTOR will be paid the actual rate of wages and the number of hours paid said labor and foremen in accordance with approved labor agreements, computed to nearest half hour, to which sum twenty-six (26) percent will be added (this sum includes a one (1) percent allowance for the

Single Business Tax). Project foremen will be classified as Superintendents and their compensation will not be included in the payment provided herein.

Bond Premium: Workmen's Compensation Insurance; Personal Injury Public Liability and Property Damage Public Liability Insurance; Unemployment Compensation; Federal Social Security; and payments required to be made to Employer and Employee Trusteships, the proceeds from which accrue exclusively to the benefit of the employee; will be paid for at actual cost, to which sum twenty (20) percent will be added except that twenty-six (26) percent will be added to the taxable fringe benefits. The CONTRACTOR shall furnish satisfactory evidence of the amounts paid for each of these required costs as related to force account work.

#### MATERIALS:

For materials, the CONTRACTOR will receive the actual cost delivered to the project site, including freight charges, as shown by copies of bills, to which sum fifteen (15) percent will be added.

If a charge in the amount or type of force account work results in a surplus of the material ordered and delivered to the project site, the OWNER will reimburse the CONTRACTOR for the costs incurred in returning the surplus material to the supplier.

#### SMALL HAND & POWER TOOLS:

No payment will be allowed for small hand and power tools which are not listed in the Rental Rate Blue Book for Construction Equipment as published by the Equipment Guide Book Company. All small hand and power tools listed in the Rental Rate Blue Book at a rate of less than one (1) dollar per hour will be considered part of overhead and will not be paid for separately.

#### EQUIPMENT:

For any machinery and equipment, including the foreman's transportation unit, which the OWNER approves for use on extra work

done by force account, the CONTRACTOR will be paid as follows:

The time paid for shall be the period that the equipment is required at the site of the extra work and, in addition, shall include traveling time to the location of the extra work when the equipment is moved under its own power. When transportation from one site to another is by other than its own power, the actual operating time during periods of loading and unloading will be paid for at the regular rental rate and transportation costs will be allowed.

When the periods of work are not consecutive and the interval between the termination of a period of work and the commencement of the subsequent period does not exceed thirty (30) days, the rates allowed will be the same as if the periods of work were consecutive.

The rental rate established for each piece of CONTRACTOR owned equipment, including appurtenances and attachments to equipment used will be determined by use of the Rental Rate Blue Book for Construction Equipment Volume 1, 2, or 3, as applicable. The edition which is current at the time the force account work was started will apply.

The established rental rate will be equal to the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, plus the "Estimated Operating Costs per Hour", to which sum ten (10) percent will be added.

For equipment not listed in the Rental Rate Blue Book, Volume 1, 2, or 3, the rental rate will be determined by using the rate listed for a similar piece of equipment or by proportioning a rate listed so that the capacity, size, horsepower, and age are properly considered.

For equipment for which there are no comparable in the Rental Rate Blue Book, Volume 1, 2, or 3, the monthly rate shall be reasonable, but not more than five (5) percent of the current list price, or invoice, of the equipment. The base hourly rate shall then be determined by dividing the monthly rate by 176 to which sum twenty percent

(20%) will be added. The twenty percent (20%) includes adjustments and operating costs.

The rates used for CONTRACTOR owned trucks used to haul material will be those published by MDOT. These rates shall include all adjustments and operating costs. Separate payment for the driver will be allowed. The rates will be reviewed and adjusted periodically.

The rental rate for the foreman's transportation unit will be seven dollars (\$7.00) per hour, to which sum twenty percent (20%) will be added.

When leased or rented equipment is used on force account work, the hourly rate used in computation of payment will be the leased or rented rate, except that if the leased or rented rate exceeds the rental rate established by the Rental Blue Book, the established rate determined from the Blue Book will apply. In either case, the Estimated Operating Cost per Hour will be added to the appropriate hourly rate to which sum ten percent (10%) will be added.

In all cases the "Estimated Operating Cost per Hour" includes all fuel, oil, lubrications, tires, parts, and other operating expendables such as truck and labor assigned to the truck for servicing the equipment.

The rental rates allowed herein include the cost of insurance covering the usual insurable risks, including fire and theft. The OWNER will not be liable for losses which can be covered by insurance.

In the event that machinery or equipment is idled, payment may be allowed on a rental basis for the idled equipment as specified herein. Only machinery or equipment actually on the project site at the time of the delay, as required for that phase of construction work in question, will be considered eligible for rental reimbursement. Specialized equipment for machinery directly related to the work, whether on or off the site, may be considered eligible for payment if actually idled and if such idleness can be certified by the CONTRACTOR and verified by the

OWNER. Payment for idled equipment and/or machinery will not be allowed during periods of seasonal suspension of the work.

The rental rate for idled leased or rented equipment will be the leased or rented rate, or the equipment shall be returned and taken off rental as directed by the OWNER.

The rental rate for idled CONTRACTOR owned equipment will be the "Monthly" rate divided by 176; modified by the rate adjustment factor and the applicable map adjustment factor, and then multiplied by fifty percent (50%). No payment will be allowed for operating costs.

Payment will be limited to the difference between the hours worked and eight (8) hours in any one day and to the difference between the hours worked and forty (40) hours in any one week. No provisions of these specifications shall entitle the CONTRACTOR to rental compensation for idled equipment. No additional compensation for overhead will be allowed.

In the event that labor is idled, payment may be allowed provided there is no other location within the project that the labor can be gainfully employed. Payment will be limited to a maximum of eight (8) hours per occurrence and in no case will exceed the amount of the CONTRACTOR's obligation as provided by the CONTRACTOR's current labor agreement. No additional compensation for overhead will be allowed.

## 21. PAYMENTS WITHHELD

The OWNER may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

Defective work not remedied;

Claims filed or reasonable evidence indicating probable filing of claims;

Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor;

A reasonable doubt that the Agreement can be completed for the balance then unpaid;

Damage to another CONTRACTOR.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

## 22. USE OF COMPLETE PORTIONS OF THE WORK

The OWNER may, at any time during progress of the work, after written notice to CONTRACTOR, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Agreement is not fully completed, and notwithstanding the time for completion of the entire work or such portions may not have expired. In such event, the CONTRACTOR will be relieved of further work on, or maintenance of, said portion except as covered by his guarantee of same.

## Engineer Responsibilities

## 23. ENGINEER DURING CONSTRUCTION

The Work shall be subject to the approval of the ENGINEER, who shall determine the amount, quality, acceptability, and fitness of the items of work and materials to be furnished hereunder, and who shall decide all questions which may arise as to measurements of quantities and fulfillment of the requirements of the Contract Documents.

## 24. AUTHORITY & DUTIES OF CONSTRUCTION OBSERVER

Construction Observers may be appointed by the ENGINEER and directed to check or review materials used and completed work. The observation may extend to any parts of the Work and to the preparation or manufacture of the materials for use in the Work. Construction Observers will not be authorized to revoke, alter, enlarge, or relax any of the provisions of the Contract Documents. The Construction Observer will call to the attention of the CONTRACTOR any failure to follow the plans and

specifications that he may observe. In case of any dispute arising between the CONTRACTOR and Construction Observer as to materials furnished or the manner of performing the work, the Construction Observer shall have the authority to reject materials or completed items of work until the question at issue can be referred to and be decided by the ENGINEER. In no instance shall any action or omission on the part of the Construction Observer relieve the CONTRACTOR of the responsibility of completing the Work in accordance with the Contract Documents.

## 25. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither ENGINEER's authority or responsibility under this Article or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

ENGINEER's review of the final application for payment and accompanying

documentation and all maintenance and operating instructions, schedules guarantees, bonds and manufacturer's certificates of inspection, tests, and approvals and other documentation required in Article 14b will only be to determine generally that their content complies with the requirements of, and in the case of manufacturer's certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.

The limitations upon authority and responsibility set forth in this Section shall also apply to ENGINEER's consultants, authorized representative and assistants.

## 26. LINES & GRADES

Principal reference lines or points and bench marks may be given by the ENGINEER at such time as he may deem necessary; or, if the CONTRACTOR shall be in need of such reference lines or bench marks, he shall notify the ENGINEER three (3) working days in advance.

The ENGINEER may set suitable stakes and marks showing locations and elevations of the various parts of the work, and will furnish the CONTRACTOR with required data referring to the reference points. No work shall be undertaken until such stakes and marks shall have been set by the ENGINEER. CONTRACTOR shall take due and proper precautions for the preservation of these stakes and marks, shall see that the work at all times proceeds in accordance therewith, and shall provide all labor and material to set the required line and grade control and locate the work accurately with reference to the above points. In case such stakes are destroyed due to the CONTRACTOR's carelessness, they will be replaced at the ENGINEER's earliest convenience and the CONTRACTOR may be back charged for the crew time incurred.

## 27. TESTING & SAMPLING

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the ENGINEER for approval. Where tests are required, they

shall be made at the expense of the OWNER, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, or with the specifications of well known or recognized technical and/or trade organizations, unless otherwise stipulated, required tests are to be made by the manufacturer, and his certificate therefore submitted to the ENGINEER.

The ENGINEER and/or OWNER shall determine which materials are required by the specifications to be factory certified or to have chemical or physical analysis or other examination or test. The CONTRACTOR shall furnish to the ENGINEER and/or OWNER two copies of orders for all materials requiring such examination or test as soon as placed. Such orders shall contain complete information, including that as to the quantity, quality, dimensions, sizes, capacities and types, shall contain proper reference to the applicable specifications by title, number and paragraph, and shall show the name and address of the producing factory but need not contain prices or contractual terms.

All materials and workmanship (if not otherwise designated by the specifications) shall be subject to examination and test by the ENGINEER and/or OWNER at any time during manufacture or construction, and at any place where such manufacture or construction is carried on. The ENGINEER and/or OWNER shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the CONTRACTOR shall promptly segregate and remove rejected material from the premises. If the CONTRACTOR fails to proceed at once with replacement of rejected material and correction of defective workmanship, the OWNER may, by Agreement or otherwise, replace such material and correct such workmanship and charge the cost thereof to the

CONTRACTOR, or may immediately terminate the Agreement.

CONTRACTOR shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient conduct of all construction observations and tests that may be required by the ENGINEER. All construction observations and tests by the ENGINEER and/or OWNER shall be performed in such a manner as not to delay the work unnecessarily. Special, full size, and performance tests shall be as described in the specifications. CONTRACTOR shall be charged with any additional cost of construction observations when material or workmanship is not ready at the time checking is requested by the CONTRACTOR.

Should it be considered necessary or advisable by the ENGINEER and/or OWNER any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the CONTRACTOR or his subcontractor, CONTRACTOR shall defray all the expenses of such examination and of satisfactory reconstruction, and be responsible for any resulting delay. If, however, such work is found to meet the requirements of the Agreement, the actual cost involved in the examination and replacement shall be allowed the CONTRACTOR and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Examination of material and finished articles to be incorporated in the work at the site shall be made at place of production, manufacture or shipment stated in the specifications; and such examinations and acceptance, unless otherwise stated in the specifications, shall be final, except as

regards latent defects, departures from specific requirements of the Agreement and the specifications and drawings made a part thereof, damage or loss in transit, fraud or such gross mistakes as amount to fraud. Subject to requirements contained in the preceding sentence, examinations of material and workmanship for final acceptance as a whole or in part shall be made at the site.

### **Contractor Responsibilities**

#### **28. UNFORSEEN PHYSICAL CONDITIONS**

CONTRACTOR shall promptly notify the OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The ENGINEER will promptly review those conditions and advise the OWNER in writing if further investigation or tests are necessary. Promptly thereafter, the OWNER shall obtain the necessary additional investigations and tests and furnish copies to the ENGINEER and the CONTRACTOR. If the ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the CONTRACTOR, a Change Order may be issued incorporating the necessary revisions.

#### **29. COMPOSITION OF THE CONTRACTOR**

If the CONTRACTOR hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

#### **30. ASSIGNMENT OF CONTRACT**

The CONTRACTOR shall not sublet, assign or transfer this Agreement or any portion thereof or any payments due him thereunder, without the written consent of the OWNER.

Assignment or subletting the whole or any portion of this Agreement shall not operate

to release the CONTRACTOR or his bondsmen hereunder from any of the contract obligations.

The CONTRACTOR agrees that he is fully responsible to the OWNER for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractors and the OWNER.

Neither the ENGINEER nor any officer, agent or employee of the OWNER shall have any power or authority whatsoever to bind the OWNER or to incur obligation in his behalf to any subcontractors, material supplier or other persons in any manner whatsoever.

#### **31. AGENTS**

Work shall be carried on under personal supervision of the CONTRACTOR or his properly authorized representative, who shall be on the grounds at all times during the construction, and who shall have full and responsible charge of the Work with power to receive orders and carry out instructions.

#### **32. SAFETY & PROTECTION**

##### **A. People and Property**

CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

All persons on the site or who may be affected by the Work;

All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

## B. Site Safety

CONTRACTOR shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in this section caused, directly or indirectly, in whole or in part, by CONTRACTOR or any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

## C. Safety Representative

CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

## D. Hazard Communication Program

CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations.

## E. Compliance with MIOSHA

All of the CONTRACTOR and subcontractors operations and construction equipment shall comply with requirements of the Michigan Occupational Safety and Health Act (MIOSHA) insofar as they apply to the work to be performed under this Contract.

## 33. CONTRACTOR'S SUPERVISION & ORIGINATION

The Work under this Agreement shall be under the direct supervision and direction of the CONTRACTOR. The CONTRACTOR shall give sufficient supervision to the Work, using his best skill and attention. The CONTRACTOR shall, at all times, keep on the site of the Work during its progress a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the CONTRACTOR in the latter's absence, and all directions given to him shall be as binding as if given to the CONTRACTOR. On written request in each case, all such directions will be confirmed in writing to the CONTRACTOR.

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the Work any unfit person or one not skilled in the work assigned to him, and he shall at all times enforce strict discipline and good order among his employees. Whenever the ENGINEER shall notify the CONTRACTOR, in writing, that any man on the Work is, in the opinion of the ENGINEER, careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it except with the written consent of the ENGINEER.

The CONTRACTOR shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this Agreement and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the ENGINEER; and such order, when given out and received by said representative shall be deemed to have been



given to and received by the CONTRACTOR. Copies of the drawings and specifications shall at all times be kept on file by the CONTRACTOR at readily accessible points near the work.

#### 34. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the CONTRACTOR or of anyone employed by him, or if the OWNER should fail to pay to the CONTRACTOR within sixty (60) days of its maturity and presentation any sum certified by the ENGINEER, provided no appeal is taken, the CONTRACTOR may, upon seven (7) days' written notice to the OWNER and the ENGINEER, stop work or terminate this Agreement, and shall receive from the OWNER payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the ENGINEER, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Agreement.

#### 35. STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the Work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the OWNER, or with street drainage, or with fire hydrants or with access thereto, and not to hinder any more than may be necessary the ordinary traffic (either vehicular or pedestrian) of the street.

#### 36. CLEANING UP

The CONTRACTOR shall, as directed by the ENGINEER, remove at his own expense from the OWNER's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of

such disposal granted to the CONTRACTOR by the OWNER thereof.

#### 37. SUNDAY & NIGHT WORK

The CONTRACTOR is required to prosecute work done under this Agreement during the hours of daylight, and no work will be permitted at night or on Sundays, except to save property or life, or as specifically authorized or directed by the ENGINEER.

No work shall be permitted on holidays.

#### 38. SANITARY REGULATIONS

Sanitary conveniences for the use of project personnel properly secluded from public observation shall be constructed and maintained in sanitary condition by the CONTRACTOR. Its use shall be strictly enforced.

#### 39. PERMITS & REGULATIONS

The CONTRACTOR shall secure, at no cost to the OWNER, all permits and licenses necessary for the prosecution of the Work. He shall pay for same at his own expense as well as for any inspection fees required in connection with such permits, and shall conduct his operations in accordance with the provisions of such permits, including tunneling of pavements where required. He shall also furnish any required bonds and pay the cost of same.

The CONTRACTOR shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees; provided, that if the drawings and specifications are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in

writing and any necessary changes shall be adjusted as provided in the Contract Documents.

All work shall be executed and checked in accordance with all local and state rules and regulations and all established codes applicable thereto and shall conform in all respects to the requirements of all competent authorities having jurisdiction there over.

Should any change in plans and specifications be required to comply with local regulations, CONTRACTOR shall notify the OWNER at the time of submitting his bid. After entering into Agreement, CONTRACTOR will be held to complete the work necessary to meet local requirements without extra expense to the OWNER.

Where the work required by the drawings and specifications is above the standard required, it shall be done as shown or specified.

#### 40. GUARANTEE

The CONTRACTOR, as a condition precedent to final payment, shall execute a guarantee to the OWNER warranting for a period of two (2) years from date of final payment to keep in good order and repair any defect in all the work done under the Agreement, either by the CONTRACTOR, his subcontractors, or material suppliers, that may develop during said period due to improper materials, defective equipment, improper materials workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the OWNER, and CONTRACTOR shall execute, in favor of the OWNER the attached Maintenance and Guarantee Bond.

#### 41. PATENTS

CONTRACTOR shall pay all royalties and license fees and shall hold and save the OWNER and his agents harmless from all liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in

performance of the Agreement, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents. In this respect the CONTRACTOR shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit or action at law or inequity of any kind whatsoever is brought against the OWNER, involving any such patents or license rights, then the OWNER shall have the right to, and may retain, from any money due or to become due to the CONTRACTOR, such sufficient sum as is considered necessary to protect said OWNER against loss, and such sum may be retained by the OWNER until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

#### 42. INFORMATION BY THE CONTRACTOR

The CONTRACTOR shall submit to the ENGINEER full information as to the materials, equipment and arrangements that the CONTRACTOR proposes to furnish. This information shall be complete to the extent that the ENGINEER may intelligently judge if the proposed materials, equipment and arrangements will meet with the requirements of the Contract Documents.

Prior to approval of the materials, equipment and arrangements by the ENGINEER, based on the information submitted by the CONTRACTOR, any work done by the CONTRACTOR shall be at his own risk.

Approval of information covering materials, equipment and arrangements by the ENGINEER shall in no way release CONTRACTOR from his responsibility for the proper design, installation and performance of any material, equipment or arrangement, or from his liability to replace same should it prove defective.

#### 43. FORFEITURE OF CONTRACT

If work to be done under the Contract Documents shall be abandoned by CONTRACTOR or if, at any time in the

judgment of the OWNER, CONTRACTOR shall fail to prosecute the Work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the OWNER shall have the right to take possession of the Work, including CONTRACTOR's plant, supplies and materials, at any time after having notified the CONTRACTOR, in writing, to discontinue work under this Agreement for said cause or causes, and such action shall not affect the right of the OWNER to recover damages resulting from such failure. Upon receiving such notice the CONTRACTOR shall and will, upon demand, immediately give the OWNER safe and peaceable possession of the Work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The OWNER may then proceed to complete the Work herein specified, by Agreement or otherwise; and the entire cost of same shall be charged to the CONTRACTOR and deducted from any sum or sums due or to become due under the Agreement; the excess cost, if any, to be paid by CONTRACTOR or his sureties to said OWNER.

#### 44. RELATION TO OTHER CONTRACTORS

CONTRACTOR shall so conduct his operations as not to interfere with or injure the work of other contractor's or workmen employed on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the OWNER shall decide which contractor shall cease work for the time being and which shall continue, or whether work in both contracts shall continue at the same time and in what manner.

#### 45. "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents an article, material or equipment

is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. If the CONTRACTOR proposes any "or equal" substitutes, these substitutes shall be subject to the review and approval of the OWNER before they can be incorporated into the work.

### Legal

#### 46. INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or ENGINEER or any of their consultants,

agents or employees by any employee of CONTRACTOR, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractors or other person or organization under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this article shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications.

#### 47. CONTROLLING LAW

In the case of a legal dispute between the OWNER and the CONTRACTOR the law of the state of Michigan shall govern. The venue for resolving any legal dispute between the two parties will be within the County of the OWNER's legal address.

#### 48. NO WAIVER OF CONTRACT

Neither acceptance of the whole or any part of the Work by the OWNER or his ENGINEER, or any of its agents, nor any order, measurements or certificate by the ENGINEER, nor any order by OWNER for payment of money, nor any payment for the whole or any part of the Work by OWNER, nor any extension of time, nor any possession taken by the OWNER or its agents, shall operate as a waiver for any portion of the Contract Documents or any power therein provided; nor shall any waiver

of any breach of contract be held to be a waiver of any other or subsequent breach.

#### 49. DISPUTE RESOLUTION

Dispute resolution methods and procedures, if any, shall be as set forth in the Supplemental Specifications. If no method and procedure has been set forth, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

#### 50. GIVING NOTICE

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 51. CUMULATIVE REMEDIES

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provision of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

*End of Section*

# GENERAL SPECIFICATIONS

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### 1. EXISTING UNDERGROUND STRUCTURES & UTILITIES

The location of public or private utilities shown on the plans is in accordance with the best information available. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present.

For protection of underground utilities, the CONTRACTOR shall contact “MISS DIG” at 1-800-482-7171 a minimum of three (3)

working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility OWNERS who may not be part of the “MISS DIG” alert system.

### 2. SOIL CONDITIONS

If soil borings have been taken for this project, then they are included in an appendix.

Where the OWNER has caused soil borings to be made to aid the ENGINEER in design of the work, these boring logs are provided herein for the prospective bidder to examine. This information is given to bidders as an aid in determining the character of the soil and groundwater conditions. The OWNER does not guarantee that the ground encountered during construction will conform to the borings. Bidders should secure such other information as they consider necessary to check and supplement the above data.

The CONTRACTOR shall complete the work in whatever materials, and under whatever conditions he may encounter or create.

### 3. SOIL EROSION AND SEDIMENTATION CONTROL

The CONTRACTOR shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan, Part 91 of ACT 451 of PA of 1994 and with all the requirements, rules and standards of the official enforcing agent for the project location.

If a soil erosion control permit is required on this project, the CONTRACTOR shall adhere to the specific conditions of the project permit. Where the permit is issued in the name of the CONTRACTOR and requires that a bond be posted, the

CONTRACTOR shall include in his bid the permit fee and bond expense.

The ENGINEER shall have full authority to require compliance with the soil erosion control requirements and may order suspension of the work if measures are not adequate or a problem develops requiring additional soil erosion control measures. Any ordered suspension of the work shall not be grounds for CONTRACTOR's claims for "down time" or "lost time".

#### 4. PRESERVATION, PROTECTION & USE OF SURVEY CONTROLS, MONUMENT POINTS & GRADE STAKES

During the progress of the work, the CONTRACTOR may encounter section line, fractional section line, and property controlling corner monuments. Insofar as is known, such public land survey corners and property monuments have been indicated on the plans.

The CONTRACTOR shall be responsible for complying with the requirements of Michigan Public Act 34. Specifically, he shall be responsible for notifying the county surveyor before removing a public land survey corner monument for construction activities. In addition, if construction time constraints will result in the public land survey corner monument being removed for more than one year, then the CONTRACTOR shall arrange to have a temporary corner monument set until the permanent one can be re-established. The costs of removing and replacing public land survey corner monuments as well as setting temporary corner monuments shall be the responsibility of the CONTRACTOR unless pay items are provided in the bid form for these tasks. The CONTRACTOR shall not remove any such monument until the ENGINEER has witness points as reference for resetting of such monuments. After referencing has been done and suitable permanent sketches prepared, the ENGINEER will give permission to the

CONTRACTOR for removal of the monument. Monuments and monument boxes shall be reset only after all backfilling has fully settled.

The CONTRACTOR shall protect and preserve all monument points, property corners, grade stakes, line and reference points. Where stakes and markers are disturbed or removed due to operations under this Contract, the CONTRACTOR shall be charged at invoice cost by the ENGINEER for replacing the points. Care shall be exercised by the CONTRACTOR when operating near the markers, as any carelessness in operations will also cause a time delay to the schedule due to additional stakeout time required to replace reference points, lines, etc.

The CONTRACTOR shall accurately locate the work from reference points established by the ENGINEER along the surface of the ground and line of work.

#### 5. PROTECTION OF PUBLIC & PRIVATE UTILITIES

Where any utility, water, sewer, gas, telephone or any other public or private utilities are encountered, the CONTRACTOR must provide adequate protection for them, and he will be held responsible for any damages to such utilities arising from his operations.

When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the CONTRACTOR shall notify the utility OWNER of this possibility, and he shall take such steps as may be required to provide temporary bracing or support of conduits or structures.

In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the CONTRACTOR shall secure permits and pay all inspection fees.

When it is necessary in order to carry out the work that a pole, telephone or electric, be moved to a new location or moved and replaced after construction, the CONTRACTOR shall arrange for moving such pole or poles and the lines thereof, and shall pay any charges.

Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the CONTRACTOR shall cooperate to the fullest extent with the utility OWNER and shall see that his operations interfere as little as possible with the utility OWNER's operations.

#### 6. MISCELLANEOUS DAMAGES

The CONTRACTOR shall be responsible for repairing all damages to existing lawns, sidewalk, parking lots, streets or other areas outside the limits of the Contract. Private utilities, private ornamental gas or electric lights, sprinkler systems, fences, shrubs, trees, existing sidewalk, or any other surface or subsurface items of value damaged by the CONTRACTOR shall be repaired, replaced or removed and replaced to at least equal condition at the CONTRACTOR's expense unless otherwise specified on the plans.

#### 7. SUMP PUMP DISCHARGE PIPE & LOCAL SERVICES

Any discharge pipe from sump pumps or yard drains encountered on this project, whether or not shown on the plans, which discharges to existing ditches and/or storm sewers or cross public or private easements, shall be maintained, replaced, or reconnected as necessary. Bulkheads shall be placed only as approved by the Engineer. Sump pump connections shall be made to the storm drain pipe by a coring method as approved by the ENGINEER. The CONTRACTOR shall use adequate measures to prevent soil erosion, sedimentation, and/or ponding when connecting discharge pipes to existing or proposed ditches. This work shall be

considered as incidental to the cost of the project.

#### 8. EXISTING SEWER FACILITIES

Existing sewers or drains may be encountered along the line of work. In all such cases, the CONTRACTOR shall perform his operation in such a manner that sewer service will not be interrupted. He shall, at his own expense, make all temporary provisions to maintain sewer service.

Unless otherwise indicated on the plans, the CONTRACTOR shall replace, at his own expense, any disturbed sewer or drain, or relay same at a new grade to be established by the ENGINEER such that sufficient clearance for the sewer will be provided.

#### 9. EXISTING WATER FACILITIES

Where existing water mains and/or water services are encountered in the work, they shall be maintained in operation. They shall be relayed if necessary using the class of pipe and fittings standard to the OWNER of the main.

#### 10. EXISTING GAS FACILITIES

Where existing gas mains are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the gas company. The CONTRACTOR shall then arrange with the gas company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

#### 11. EXISTING ELECTRIC, CABLE, AND TELECOMMUNICATIONS

Where existing electric, cable, or telecommunications facilities are encountered, the CONTRACTOR shall immediately notify the ENGINEER and the affected utility company(ies). The CONTRACTOR shall then arrange with the

utility company for any necessary relocation. The CONTRACTOR will receive no extra compensation on account of delays incurred in conjunction with such relocations.

## 12. PRESERVATION OF TREES & SHRUBBERY

No trees or shrubbery of any kind shall be removed or destroyed by the CONTRACTOR without written permission of the ENGINEER. The CONTRACTOR will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the CONTRACTOR to protect such trees and shrubs that are to remain in place by surrounding them with fences or other protection before construction begins. Shrubby that must be removed shall be preserved and replaced in a manner acceptable to the OWNER.

The CONTRACTOR shall protect and/or replace all shrubbery damaged or destroyed by operations under this Contract. The CONTRACTOR shall receive no extra compensation for preservation of trees and shrubbery.

## 13. TRIMMING TREES & SHRUBS

Where necessary in the field, the CONTRACTOR shall trim trees and shrubs by a method approved by the ENGINEER. All cut surfaces over one inch in diameter shall be painted with grafting wax. All branches which have been damaged by construction shall be pruned correctly to branch collars, to help promote the health of the tree. Also, any abrasions or gouges afflicted on the tree trunks during construction should be bark traced and lightly coated with tree paint. This work shall be incidental to the project.

## 14. MAINTENANCE OF SERVICE

Drainage through existing sewers, ditches and drains shall be maintained at all times

during construction, and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of work that interfere with construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

During the progress of the work, the CONTRACTOR shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the plans, street intersections may be blocked but one-half at a time, and Contractor shall lay and maintain temporary driveways, bridges and crossings such as are necessary, in the opinion of the ENGINEER, to reasonably accommodate the public.

In the event detours, traffic control devices or safety equipment are needed, they shall be placed and maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Maintenance of service as described above shall be considered as incidental to the project cost unless pay items have been included in the proposal for this work.

## 15. CLEANLINESS OF THE WORK SITE & STREETS

The CONTRACTOR shall keep the work site and all property occupied by him in a neat and orderly condition at all times. Waste material, rubbish and debris shall not be allowed to accumulate. The CONTRACTOR's equipment, temporary buildings and excess materials shall be promptly removed from the work site when no longer needed. At completion of the work, the premises shall be left clean.

The CONTRACTOR shall keep the streets clean. Trucks hauling excavated material, cement, sand, stone or other loose materials from or to the site shall be tight so that no spillage will occur on adjacent streets. Before trucks start away from the site, their



loads shall be trimmed and covered. If, in the judgment of the OWNER, adequate cleanup efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, and removal of surplus materials, further construction shall be halted and work forces directed to the cleanup activity until proper order is restored. Should the CONTRACTOR continue to be negligent of his duties in maintaining proper street cleanliness, the OWNER will take necessary steps to perform such cleaning and shall charge the CONTRACTOR for all the costs.

#### 16. DUST CONTROL

All haul roads, detour roads, temporary access roads, other public or private roads, driveways and parking lots used by the CONTRACTOR must be maintained in a dust free condition for the duration of the Contract. The control of the dust shall be accomplished by application of dust control materials and methods of application as approved and as directed by the ENGINEER. Such dust control materials shall be applied as often as is necessary to control dust. Neglect of dust control will not be tolerated.

Should the CONTRACTOR be negligent of his duties in providing dust control, the OWNER may, with or without notice cause the same to be done and deduct the cost of such work from any monies due or to become due the CONTRACTOR under the Contract. Cost of providing dust control shall be considered incidental to the project.

#### 17. WORKING SPACE & USE OF STREETS OR PRIVATE PROPERTY

The CONTRACTOR's operations in public streets or alleys shall be confined to as small a space as practicable, so as not to cause undue inconvenience to the public or abutting properties, and shall be subject to the approval of the ENGINEER.

Where the CONTRACTOR wishes to work on or stockpile materials on nearby properties, it will be his responsibility to contact the property owner for permission. Upon request, the CONTRACTOR shall provide a copy of written permission from any affected property owner. The OWNER will not become involved with any such agreements and will not be held responsible for any damages that the CONTRACTOR may cause to private property. The CONTRACTOR shall not be compensated for restoration of private properties and stockpile areas unless said areas were within the original project limits.

#### 18. EASEMENTS

Prior to the start of construction, the CONTRACTOR shall verify with the OWNER that any required easements have been obtained.

The CONTRACTOR shall keep his work operations within these easements and shall be responsible for complying with any easement conditions that are shown on the plans or stated in the Contract documents.

#### 19. POWER & LIGHT

The CONTRACTOR shall furnish, at his own expense, all the electric power and lighting necessary during the life of this Contract or until such time as the OWNER takes over the work. The CONTRACTOR shall be responsible for complying with any applicable ordinances or regulations concerning power and light.

#### 20. WATER

Unless otherwise allowed by the OWNER, the CONTRACTOR shall furnish, at his own expense, all the water necessary during the life of this Contract or until such time as the OWNER takes over the work.

The CONTRACTOR shall not make a connection to any public water main or fire

hydrant without first obtaining the necessary permit and/or meter from the OWNER.

Existing public water systems shall be operated and controlled by the OWNER. All valves shall be operated exclusively by the OWNER's personnel.

The CONTRACTOR shall not make any connection to or obtain water from a private water source without obtaining written permission from the owner of the water source. The CONTRACTOR shall provide a copy of the written permission to the OWNER upon request.

#### 21. WEATHER PROTECTION & HEATING

The CONTRACTOR shall provide and maintain weather protection and heating at his own expense to properly protect the work under construction from damage if weather conditions require. This work shall include all windbreaks, insulating cover, and other necessary measures required to provide protection from freezing.

The CONTRACTOR shall continue to provide weather protection and heating as necessary until such time as the OWNER takes over the work.

#### 22. RAILROAD CROSSING

Where the work crosses a railroad right-of way, the CONTRACTOR shall secure Railroad Company approval of his methods and schedule of operation. The CONTRACTOR shall carry out his work in strict accordance with the standards of the Railroad Company. The CONTRACTOR shall pay any inspection, signal or flagman costs.

#### 23. OWNERSHIP OF SALVAGED MATERIALS

All salvageable materials such as castings, hydrants, valves, culverts and similar items removed during construction shall remain

the property of the OWNER. The CONTRACTOR shall deliver these salvaged materials to the OWNER's public works facility. If the OWNER indicates that he does not want the salvaged items, then the CONTRACTOR shall be responsible for disposal of the items.

*End of Section*

# EARTHWORK

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### GENERAL

#### 1. SCOPE OF WORK

This work shall be subject to the General Conditions and the General Specifications. The work shall include furnishing of labor,

materials, tools, equipment, accessories and services necessary for completing the excavation and backfilling for the items as shown on the contract drawings and/or as herein required. This also includes trenching, trench or subgrade undercutting, roadway earthwork, complete and continual drainage of excavation, sheeting, bracing and shoring of sides of the excavation, backfilling around structures and over pipelines, and the disposal of excess excavated material.

#### 2. MDOT

References to Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.

### MATERIALS

#### 3. BEDDING

- A. Sand shall be a sharp, clean sand free of lumps of clay or debris with 100 percent passing a 3/8-inch sieve and less than 10 percent loss by wash.
- B. Granular material shall meet the requirements of Section 902.07 of the MDOT Standard Specifications for Construction for Granular Material Class II and Class III.
- C. Pea gravel shall be unwashed and shall be from 1/4-inch to 5/8-inch in size.
- D. Bedding material shall be provided from offsite unless the trench passes through a well-defined strata of sand or gravel. Bedding material shall be subject to the approval of the ENGINEER.
- E. Stone material shall meet the requirements of Section 902.03 of the MDOT Standard Specifications for

Construction for 6A crushed Coarse Aggregate or approved equal.

#### 4. BACKFILL

##### A. Job Excavated Backfill

Job excavated backfill shall be defined as material excavated from the site that is free from frozen earth, boulders, rocks, stones larger than 3-inch in size, debris, blue and gray clay, and organic material.

##### B. Granular Backfill

Granular backfill shall be defined as sharp sand, gravel, or crushed stone that is free from lumps of clay and soft or flaky material and shall conform to the latest MDOT Specification for Granular Material Class II or III. Granular backfill shall be used for fill work located under or within the influence of roadway surfaces. The Owner's standard details shall dictate which type of granular material (class II or III) is required for the project.

Material excavated from the trench may be used as granular backfill when, in the opinion of the ENGINEER, it meets the granular backfill grading requirements.

#### 5. STONE REFILL

Stone refill shall consist of natural gravel, slag, or crushed gravel that is equivalent in gradation to MDOT 6A unless otherwise called for in the plan details.

#### 6. EMBANKMENT

Embankment material shall consist of sound earth as described in Section 205.03H of the MDOT Standard Specifications for Construction.

### **CONSTRUCTION**

#### 7. CLEARING

Prior to the start of construction, the CONTRACTOR shall verify the limits of trees and other items that are to be saved. The CONTRACTOR shall then clear the site or trench excavation area of all remaining trees, brush, and other miscellaneous items that are not to be saved.

#### 8. TREE REMOVAL

Where called for on the plans, the CONTRACTOR shall remove trees, including stump and main roots, and dispose of all associated foliage and debris offsite. Trees less than six (6) inch diameter shall be removed where required by the Work as incidental to the Contract. The CONTRACTOR shall abide by any easement agreements regarding the tree removal work and wood ownership.

#### 9. STUMP REMOVAL

Where called for on the plans, the CONTRACTOR shall remove existing stumps, including main roots (two (2) inch diameter and larger), dispose of all associated debris offsite, and backfill the void with suitable material.

#### 10. PAVEMENT CUTS

Where a trench must be cut through pavement, driveway, or sidewalk, particular care shall be taken to avoid unnecessary damage to adjoining areas of the pavement, driveway or sidewalk. All cuts through existing surfaces shall be made full-depth with a concrete saw. Cuts in concrete pavement shall be made parallel with longitudinal and transverse construction or contraction joints.

Saw cuts in concrete pavement shall not be nearer than five feet (5'-0") to a transverse joint, to the centerline of pavement, or to the edge of pavement or curb, i.e., no existing or replacement pavement shall be less than five feet (5'-0") in width. If the damaged pavement or surfacing is nearer than five feet (5'-0") to a joint or centerline of

pavement, or to edge of pavement, surfacing or curb, removal and replacement shall be extended to said joint, centerline, edge of pavement, surfacing, or curb. These same requirements shall apply to the saw cutting and replacement of concrete driveways.

If a square or block of sidewalk is cut, broken, or cracked, the entire square or block shall be removed and replaced.

### 11. CLASSIFICATION OF EXCAVATION

Earth, as a name for excavated material, shall include all glacial deposits whether cemented or not, except solid boulders one-half cubic yard or more in volume. It shall also include all alluvial deposits and material of every kind that can be excavated with equal facility by the equipment and means typically used for earth excavation.

Peat, as a name for excavated material, shall include all unstable organic soils such as peat, muck, marl, and underlying very soft clay.

Rock, as a name for excavated material, shall include pre-glacial solid ledge rock that can be removed most practically by blasting, barring or wedging, or by some other standard method of quarrying solid rock. It shall also include solid boulders of one-half cubic yard or more in volume as well as existing concrete, masonry with mortar joints, or other existing structural work that can be excavated practically only by methods of quarrying solid rock. It shall not include fragile, friable, or disintegrated materials of any kind that can be excavated by equipment and means used for earth excavation.

### 12. ROADWAY EARTHWORK

Roadway earthwork shall be performed in accordance with the construction methods that are described in Section 205 of the MDOT Standard Specifications for Construction unless otherwise called for in

the plan notes, details, or supplemental specifications.

### 13. METHODS OF EXCAVATION IN EARTH

All excavation shall be by open cut from the surface, except in special cases where boring/jacking under pavement or structures may be required, or where boring/jacking under the root system will be required for tree root protection. All excavation shall be made in such a manner and to such depth, length, and width as will give ample room for building the structures, bracing, sheeting and supporting the sides of the excavation, pumping and drainage of ground water and sewage which may be encountered, and removal of all materials excavated. Special care shall be taken so that the soil below the bottom of structures to be built shall be left undisturbed so that a firm bed will be provided for construction. Any voids shall be backfilled with suitable granular material and shall be properly compacted.

### 14. TRENCH EXCAVATION

#### A. General

Excavation shall be of sufficient width and depth to provide adequate room for construction and installation of the work to the lines, grades and dimensions called for on the plans. Unless otherwise called for on the OWNER's standard details, the width of a trench from the invert to a height twelve (12) inches above the top of the pipe barrel shall be indicated as follows:

Pipe Size	Maximum Trench Width
4" through 12"	30"
Larger than 12"	O.D. + 24"

If the maximum trench width as specified above is exceeded, unless otherwise shown on the drawings, the CONTRACTOR shall install, at his own expense, such concrete

cradling or other bedding as is approved by the ENGINEER, to support the added load of the backfill.

Where trench excavation is in granular material, the last six (6) inches of trench depth shall be carefully excavated and trimmed by hand to the exact elevation and contour of pipe. Where trench excavation is in rock or clay soil, the trench bottom shall be undercut a minimum of four (4) inches below the final elevation of pipe. The bedding material as hereinafter specified shall be placed and compacted to the underside of the pipe.

Excavation for structures shall be made to the outside lines and surfaces of such structures wherever it is practicable to build directly against the sides and bottoms of excavations. In such cases, care shall be taken not to disturb the original foundation or backing. Final trimming shall be done by hand just before construction of the structure. If excess excavation is made, or the material becomes disturbed so as to require removal beyond the prescribed limits, the resulting space shall be refilled with bedding, as specified hereinafter, and solidly machine tamped into place to 95 percent of maximum unit weight before the construction work proceeds.

Excavation for structures shall be extended sufficiently beyond the limits of the structure to provide ample room for form construction and other construction methods to be followed, wherever necessary.

#### B. Bedding

Where the subgrade below the bottom of the pipe is disturbed during the construction, the space shall be refilled with sand or pea gravel bedding material solidly tamped to form a firm foundation for the pipe. Sand or pea gravel bedding material shall be extended to one (1) foot above the pipe, except that the bedding shall be exclusively pea gravel to the springline for pipe 36-inch and greater in diameter.

#### C. Amount of Trench Opening

Not more than 50 feet of trench shall be open at one time in advance of the pipe unless permitted by the ENGINEER. The length of street that may be occupied by the construction work at any one time shall be subject to the direction of the ENGINEER and will be based on requirements of the use of the street by the public. No more than 600 consecutive feet of street length shall be occupied at one time, and vehicle traffic through the street shall not be entirely stopped without permission of the ENGINEER.

After placement of the utility line, the Contractor shall backfill the trench promptly in order to minimize the length of open trench and avoid any unsafe conditions.

#### 15. TRANSPORT OF NATIVE MATERIALS OFFSITE

If the Contractor encounters good materials (sand, gravel, topsoil, etc.) during the course of construction, he shall not be allowed to transport these materials offsite without the written approval of the Engineer. Wherever possible, suitable native sands and gravels shall be used as backfill rather than transporting them offsite and replacing them with non-native materials of a lesser quality.

#### 16. STONE REFILL FOR TRENCH UNDERCUT

In locations where soil at the bottom of trench is unstable, the CONTRACTOR shall excavate (undercut) below the trench bottom and place stone refill as called for in the Materials Section of this specification.

#### 17. EXCAVATION & TRENCH DEWATERING

The CONTRACTOR shall maintain any excavation or trench free of water during construction of any structures and/or pipelines. Water accumulated due to rainfall or runoff and minor groundwater inflow that

can be controlled through the use of portable trash, submersible or positive displacement pumps shall be considered normally expected and anticipated conditions associated with underground construction. This effort will be considered incidental to the cost of construction and will not be reimbursable at the unit price bid for dewatering in the proposal.

The required use of deep wells and/or well points to lower and maintain a reduction in the groundwater elevation below the trench bottom shall be subject to approval of the ENGINEER and shall constitute a reimbursable expense for trench or excavation dewatering. If a pay item for dewatering is included in the Bid Form, then the CONTRACTOR would receive payment for this work based upon the unit bid price. If there are no provisions in the contract for payment for dewatering (i.e. bid item or incidental to other pay items), then the CONTRACTOR shall submit a detailed estimate of the additional cost. Upon acceptance of the CONTRACTOR's estimate, the ENGINEER shall issue a change order. The CONTRACTOR must demonstrate that a continuous effort is required to control hydrostatic pressure in the construction area in order to claim compensation for dewatering.

The CONTRACTOR shall take adequate precautions to control the discharge of dewatering pumps so as to prevent soil erosion or sedimentation of drainage ditches, structures, storm sewers, culverts, natural drainage courses, ponds, lakes or wetlands.

The CONTRACTOR shall insure that discharge from any dewatering operations has a suitable outlet and that it will not cause any damage to adjacent dwellings or property. Water and discharge hoses shall be placed and/or controlled so as to prevent a hazard to pedestrians or motor vehicles passing in the vicinity of the construction site.

Electric pumps shall have suitable power supply appurtenances meeting NEC requirements and properly fused and grounded to prevent electrical shock hazards to on-site personnel.

Internal combustion engine driven pumps, if operated 24 hours per day, shall have adequate exhaust silencers in good repair to muffle engine noise to an acceptable level for the area where located.

#### 18. DIVERTING EXISTING SEWERS

Where existing sewers or drains are encountered in the Work, adequate provision shall be made for diverting flow in the existing sewers so that the excavation will be kept dry during the progress of the construction work. Upon completion of the construction work, the existing sewers shall be restored or otherwise provided with an adequate outlet as directed by the ENGINEER.

#### 19. SHEETING, BRACING & SHORING

Where required to properly support the surfaces of excavations to protect the construction work, adjacent work or workers, sheeting, bracing and shoring shall be provided. If the ENGINEER is of the opinion that at any point sufficient or proper supports have not been provided, he may order such additional supports at the expense of the CONTRACTOR, but neither the placing of such additional supports by the order of the ENGINEER nor failure of the ENGINEER to order such additional supports placed shall release the CONTRACTOR from his responsibility for the sufficiency of such supports and the integrity of the Work. In removing the sheeting and bracing after the construction has been completed, special care shall be taken to prevent any caving of the sides of the excavation and injury to the completed work or to the adjacent property.

#### 20. SHEETING LEFT IN PLACE

Sheeting, bracing and shoring shall not be left in place after completion of the work except as required by the ENGINEER. Where sheeting, bracing, and shoring must be left in place in order to protect the work, adjacent structures, or property, it shall be cut off or left not less than two (2) feet below the established surface grade. If sheeting, shoring or bracing must be left in place, then it shall be paid for at the contract unit bid price that is shown on the Bid Form. If a pay item was not included on the Bid Form, then a work order shall be negotiated.

## 21. CROSSING EXISTING STRUCTURES/PIPES

During construction, it may be necessary to cross under certain sewers, drains, culverts, water lines, gas lines, electric conduits and other underground structures. Every effort shall be made to prevent damage to such structures. Wherever such structures are disturbed or broken, they shall be restored to good condition. Specified granular backfill shall be placed as described in Section 23, Backfilling. MDOT Grade S3 concrete shall be utilized where directed by the ENGINEER at no additional cost to the project. Either granular backfill or concrete shall be brought to the spring line of the higher utility.

## 22. TUNNELING TREES

Trees eight (8) inches in diameter or less will require a minimum tunnel length of eight (8) feet. Trees over eight (8) inches in diameter, measured four (4) feet above the ground surface, will require a minimum tunnel length equal to one foot for each inch of tree diameter.

Trees shall be tunneled whenever any portion of an excavation approaches within a distance equal to one-half the required tunnel length except as otherwise noted on the plans.

Tunneling under trees may be accomplished by one of the following methods:

- a. Boring and jacking casing pipe along with placement of a carrier pipe.
- b. Boring and jacking sewer pipe or water main without a casing pipe.
- c. Jacking sewer pipe or water main without boring and without a casing pipe.

Plan notes or existing field conditions shall indicate which method may be used for the tree tunneling work.

## 23. BACKFILLING

### A. General

Backfilling shall include all work required as hereinafter specified. The placement of various pipe, including bedding and building of structures, shall be completed prior to backfilling.

Where called for on the plans, the CONTRACTOR shall backfill trenches and/or other excavations with suitable excavated material (not including gray or blue clay) replaced into the trench or excavation and compacted to not less than 95 percent of maximum unit weight as determined at existing moisture content during backfilling. Compaction shall be provided by means of suitable mechanical compaction equipment.

If the moisture content of cohesive backfill material exceeds the optimum moisture content for maximum density by more than three percent (3%), the CONTRACTOR shall dry the material to meet the foregoing moisture content limitation or provide, at his own expense, MDOT Granular Material Class III. No sloppy or wet backfill will be allowed.

Maximum unit weight will be determined by current methods of Test for Compaction and Density of Soil, AASHTO Designation T-180 or by the Cone Density Method



developed by MDOT, as the material may require.

The ENGINEER shall make compaction tests at all locations requiring granular backfill.

Any depression resulting from settlement of any backfill prior to the date of final payment for all work under this contract shall be brought to the proper grade and surface and made to match the adjacent surface.

#### B. Materials

Bedding, excavated backfill, and granular backfill shall conform to the requirements that were previously described in Parts 3 and 4 of this specification.

#### C. Compaction

Backfill material shall be placed in layers not to exceed 12 inches in thickness unless the contractor can demonstrate to the satisfaction of the Engineer that he can consistently attain the specified density on thicker lifts.

Specified compaction shall be obtained with the use of a bulldozer, sheepsfoot roller, mechanical tamper or other similar and effective equipment. Specified compaction means not less than 95 percent (not average 95 percent) of maximum unit weight when tested in accordance with current MDOT Specifications.

If excavated material is not suitable to obtain 95 percent minimum compaction, the CONTRACTOR shall, at his expense, remove unsuitable materials or add granular materials, or both, to obtain ninety-five percent (95%) minimum compaction as specified.

Compaction tests will be made by a representative of the OWNER and paid for by the OWNER, unless otherwise specified in the Contract Documents.

#### D. Backfilling Trenches

##### Bedding

The type of bedding required is shown on the detail drawings.

Bedding shall be worked under the haunches of the pipe to provide firm continuous support.

Bedding placed on the sides of and above the pipe shall be compacted by machine tamping to not less than ninety-five percent (95%) of maximum unit weight in layers not exceeding 12 inches in depth.

##### Trench or Excavated Area

All trenches in paved streets, shoulders, traveled roadways, parking areas and driveways shall be backfilled with suitable excavated backfill or granular backfill, as shown on the drawings from one (1) foot above top of pipe up to the required subgrade elevation which will allow for placement of the required gravel base and/or pavement surface. The approved excavated backfill or granular backfill shall be placed and thoroughly and uniformly compacted by machine tamping to the specified compaction. With the approval of the ENGINEER, water jetting may be accepted in lieu of tamping for granular backfill only.

Specified compaction shall be required of the entire trench when the edge of trench is within three (3) feet of edge of pavement. On road crossings, specified compaction shall extend ten (10) feet beyond the edge of pavement for paved roadways with gravel shoulders or shall extend three (3) feet beyond the back of curb for roadways with curb.

Trenches under concrete sidewalks and bike paths shall be backfilled from one foot above top of pipe to a level four (4) inches below finished grade of the sidewalk with approved suitable excavated backfill or

granular backfill and compacted to ninety-five percent (95%) maximum density.

Trenches not in paved streets, shoulders, traveled roadways, parking areas, driveways or under sidewalks, shall be backfilled from one (1) foot above the top of the pipe up to the ground surface (except as noted under the Restoration Specification) with suitable excavated backfill and shall require compaction equal to adjacent undisturbed earth.

Wherever gas mains, water mains, sewers, or other utilities are located in the trench area, granular backfill shall be used for backfill from bottom of the trench up to the springline of the pipes. Granular backfill shall be placed across the full trench width and extend far enough either side of the existing pipe to allow specified compaction so as to thoroughly support the pipe within the trench area.

#### E. Backfilling Around Structures

As soon as practicable after concrete structures have set, forms and debris shall be removed and the surface of the concrete pointed. After the structure has been checked and approved, the excavated area around the structure shall be backfilled up to specified subgrade with granular material or suitable excavated material as called for on the drawings for the adjacent trench. The fill shall be thoroughly compacted by machine tamping. No large boulders or masonry shall be placed in backfill. No backfill will be placed against manhole walls within 48 hours after the plaster coat has been applied to the outside of the walls nor shall backfill be placed about concrete structures until concrete has attained at least 75 percent of its design strength and approval of the ENGINEER has been obtained.

#### 24. PLACING AND COMPACTING EMBANKMENT

Embankment material for fill work shall be placed and compacted in accordance with

Section 2.05.03H of the MDOT Standard Specification for Construction.

#### 25. DISPOSAL OF EXCAVATED MATERIAL

After all suitable excavated material has been used on site, the CONTRACTOR shall be responsible for properly removing and disposing of the excess.

The CONTRACTOR shall also be responsible for disposing of all other excavated materials that are unsuitable for use as fill or backfill. Unsuitable materials may include, but are not limited to, broken concrete, asphalt, rock, stone, and other related debris. The CONTRACTOR shall be required to obtain his own disposal areas and permits and shall receive no additional compensation for this disposal work.

Surplus or unsuitable material shall not be disposed of either temporarily or permanently beyond the plan grading limit line or across any wetland or flood plain unless the plans provide for such placement.

Any agreements that the CONTRACTOR makes with local residents concerning the placement of fill on private property shall be the sole responsibility of the CONTRACTOR. The OWNER will not become involved with any such agreements and will not be liable for damages that the CONTRACTOR may cause to private property.

Placement of fill on private property may require that the resident or CONTRACTOR obtain a grading permit or fill permit from the OWNER.

#### 26. FINAL CLEANUP & GRADING

Upon completion of the construction, and before final payment is made, the CONTRACTOR shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line and refill any place that may

have settled. He shall then re-grade and put in shape all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through all operations.

## 27. CONTRACTOR SAFETY REQUIREMENTS

The excavation and trenching operations shall be conducted by the CONTRACTOR in a manner that will provide safe working conditions for all persons on the site who may be affected by the Work. The CONTRACTOR shall also conduct his operations in a manner that will protect adjacent property from damage.

Trench sides shall be either cut back to the slope as necessitated by soil and ground water conditions which will provide stable sides, or supporting systems shall be installed that are capable of restraining the earth sides from movement. A qualified employee of the CONTRACTOR shall design the trench supporting systems.

The CONTRACTOR shall employ, at all times at the site of the work, a qualified person who will be responsible for the safety of both the work and workmen, and who will make all the decisions relevant to the stability of trenches, the adequacy of any and all protective devices, proper operation of equipment, and all other matters related to safety.

The CONTRACTOR shall not store, along and adjacent to the trench, excavated material, heavy equipment, backfill materials, sewer pipe, or other construction materials which may impose too great a load on the earth and cause displacement or caving of the earth. The CONTRACTOR shall, at all times, provide a safe means of emergency exit from all trench excavations.

*End of Section*

# STORM SEWER CONSTRUCTION

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## GENERAL

### 1. SCOPE OF WORK

This work shall be subject to the requirements of the General Conditions and General Specifications and shall include the furnishing of all labor, materials, tools, equipment, accessories and services necessary for providing and installing the items as shown on the Contract Documents or as herein required.

In the event these Specifications conflict with those of the OWNER's standards, the permit agency, or agency controlling the right-of-way where the sewer is being installed, the more stringent requirements will govern.

### 2. SHOP DRAWINGS

When required by the ENGINEER, shop drawings shall be furnished as prescribed under the General Conditions.

Before the CONTRACTOR orders any pipe or other appurtenances that he is proposing to use as substitutes for specified items, he shall submit design details of the substitutes to the ENGINEER for consideration and approval.

### 3. CERTIFICATION & CHECKING

All pipe and precast structures delivered to the job shall be accompanied by certification papers showing they have been tested in accordance with applicable specifications and that they meet the specifications for the project. All pipes and precast structures will be checked upon delivery to the job site. Any cracked, damaged or broken pieces or sections will be immediately removed from the site at the CONTRACTOR's expense.

### 4. MDOT STANDARDS

References to the Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.

## MATERIALS

### 5. SEWER PIPE

Sewer pipe shall be of the type and class designated for the specific locations or intended use shown or noted on the project plans. Any deviation from the type or class of pipe shown on the plans will not be permitted except upon receipt of written approval of the ENGINEER.

Any of the types of storm sewer pipe or joints listed below may be substituted upon approval of the ENGINEER provided that the flow capability and pipe strength (external load supporting) is equal to or exceeds that of the pipe specified on the plans.

Table ST-1  
Storm Sewer Pipe Specifications

The intent of this table is to show the standards required for particular types of pipe and joints. The OWNER may not accept all of these types. The CONTRACTOR must refer to the project plans OWNER's standard details and bid forms to determine the type of pipe required for a particular project.

	<u>Type of Pipe</u>	<u>Pipe Specification*</u>	<u>Allowable Type of Joint</u>	<u>Joint Specification *</u>
a.	Extra strength non-reinforced concrete	ASTM C14	Modified grooved tongue with rubber gasket	ASTM C443
b.	Reinforced round concrete (size 12" & larger)	ASTM C76	Modified grooved tongue with rubber gasket	ASTM C443
c.	Reinforced elliptical concrete	ASTM C507	Tongue & grooved bituminous sealed joint with inside cement pointing on 42" equivalent size and larger External Seal (can be added to tongue and grooved bituminous sealed joint)	ASTM C443  ASTM C877
d.	Corrugated and smooth round metal pipe & pipe arch (galvanized steel)	AASHTO M36 ASTM A760	Metal coupling bands	AASHTO M36
e.	Corrugated and smooth round metal pipe & pipe arch (aluminized steel type 2)	AASHTO M36 ASTM A760	Metal coupling bands	AASHTO M36
f.	PVC (corrugated pipe with smooth interior; size 36" & smaller)	ASTM F949	Push on type	ASTM D3212 ASTM F477

	<u>Type of Pipe</u>	<u>Pipe Specification*</u>	<u>Allowable Type of Joint</u>	<u>Joint Specification *</u>
g.	HDPE	AASHTO M294 ASTM F2306	Push on type	ASTM D3212 ASTM F477
h.	PVC underdrain – smooth wall (4” & 6”)	AASHTO M278	Push on type	* *
i.	ABS underdrain – smooth wall (4” & 6”)	ASTM D2751, SDR 35 (AASHTO M270 for perforations)	Push on type	* *
j.	Polyethylene underdrain – corrugated (4” & 6”)	AASHTO M252	Coupling band	AASHTO M252
k.	PVC underdrain – corrugated (4” & 6”)	ASTM F949 (AASHTO M252 for perforations)	Coupling band	ASTM F949

\* The latest revision of ASTM or AASHTO Specifications shall apply.

\* \* Joint tightness requirements shall not apply.

ASTM stands for American Society of Testing and Materials

AASHTO stands for American Association of State Highway Transportation Officials

#### 6. CEMENT MORTAR POINTING:

Non-shrink cement mortar shall conform to MDOT Standard Specifications for Construction Type R-2 Mortar.

in-place concrete, or combinations of above. Structures shall be constructed to conform to these specifications and in accordance with the plan details. Where references are made to ASTM or AASHTO Specifications, the latest revision shall apply.

#### 7. STORM DRAINAGE STRUCTURES

Manholes, catch basins, inlets, and special structures shall be constructed at locations shown on the plans and shall be of the size and type called for on the plans. They shall be constructed of precast reinforced concrete, concrete manhole block, poured-

a. Precast reinforced concrete manhole sections shall conform to ASTM C478. The minimum wall thickness for four (4) foot diameter manholes shall be five (5) inches.

- b. Precast manhole tees for 48-inch and larger storm sewer pipes shall be the same class pipe as that specified on the plans, but shall be a minimum ASTM C76 Class IV. The manhole riser shall meet the requirements of ASTM C478.
- c. Joints on precast reinforced concrete risers, cones, and base sections may be either cold applied bituminous mastic or modified grooved tongue with rubber gasket conforming to ASTM C443.
- d. Base slab for structures shall be precast reinforced concrete, ASTM C478. When approved by the ENGINEER, poured in place concrete may be used. Base riser section with integral floor design shall be approved by the ENGINEER prior to manufacture.
- e. Manhole steps shall be reinforced polypropylene plastic No. PS2-PFS as manufactured by M.A. Industries, Inc., cast iron No. 8500 as manufactured by East Jordan Iron Works, approved equal, or as specified on the drawings.
- f. Concrete manhole block shall conform to ASTM C139 and additional requirements of MDOT Specification 913.05.
- g. Brick for use in drainage structures shall conform to MDOT Specifications 913.03 A and C (concrete bricks).
- h. Grade rings shall conform to ASTM C478 and shall have minimum thickness of three (3) inches.
- i. Mortar for use in drainage structures shall conform to MDOT Specification 702, Type R-2.
- j. Concrete for poured-in-place construction shall conform to plan details, approved shop drawings, and to the requirements of grade S3 concrete as shown in the MDOT Specifications Table 701-1A Concrete Structure

Mixtures by Slump and Table 701-1B Concrete Structure Mixtures by Strength of Concrete.

- k. Gray iron castings shall be of the type, size, and weight as specified on the plans. The castings shall conform to MDOT Specification 908.05.
- l. The entire outside surface of all brick or concrete block portions of drainage structures shall be plaster coated with one-half (1/2) inch thick mortar.
- m. All manholes on storm sewers eighteen (18) inches in diameter and smaller shall have two foot deep sumps unless otherwise called for on the plans

## CONSTRUCTION

### 8. GENERAL

Excavation, bedding, and backfill for sewers and related structures shall be accomplished in accordance with requirements in the Earthwork Section.

Excavations shall be of sufficient widths and depths to provide adequate room for the construction and installation of the work to the lines, grades, and dimensions called for on the plans.

If the maximum trench width specified in the Earthwork Section is exceeded (unless otherwise shown on the plans), the CONTRACTOR shall install, at his own expense, such concrete cradling or other bedding as approved by the ENGINEER to support the added load of the backfill.

Install pipe, fittings, and appurtenances in strict accordance with the manufacturer's recommendations and these Specifications.

### 9. LAYING PIPE

- a. Handling Pipe & Fittings

All pipes and castings shall be unloaded and distributed along the line of work in such manner and with such care as will effectually avoid damage to any pipe or fitting. Dropping pipe or fittings directly from the truck will not be permitted. Care must also be taken to prevent abrasion of the pipe.

b. Placement of Pipe

Each pipe shall be checked for defects prior to being lowered into the trench. The inside of the pipe and the outside of the spigot shall be cleaned of any dirt or foreign matter.

Construction shall begin at the outlet end and proceed upgrade with spigot ends pointing in the direction of flow. Pipes shall be laid on a minimum four (4) inch sand bedding. A six (6) inch sand bedding shall be provided if called for on the plan details. If the subgrade has been disturbed so that refilling is necessary to bring the pipe to grade, such refilling shall be done with sand or gravel thoroughly tamped in place. Bell holes shall be excavated so that the full length of the pipe barrel will bear uniformly on the sand bedding.

Pipes shall be centered in bells or grooves and pushed tight together to form a smooth and continuous invert. After laying pipe, care shall be taken so as not to disturb its line and grade. Any pipe found off grade or out of line shall be re-laid properly by the CONTRACTOR.

c. Line and Grade

All pipe shall be laid to line and grade called for on the plans. Each pipe, as laid, shall be checked by the CONTRACTOR with line and grade pole or other device to insure this result is obtained. The finished work shall be straight and shall be sighted through the pipe between manholes.

d. Excavation to 18 inches Below Bottom of Pipe

As a result of the CONTRACTOR's construction procedure or where excavation has not uncovered a stable foundation subgrade at a depth of six (6) inches below the bottom of pipe, the CONTRACTOR shall continue to excavate downward to a maximum distance of eighteen (18) inches below the bottom of pipe to reach stable foundation soil. The space resulting from such excavation and the pipe bedding shall be filled and constructed in the same manner and using the same materials specified in the Earthwork Specifications Section. All costs for such construction shall be borne by the CONTRACTOR.

e. Excavation Below Limits Specified in above Paragraph "d"

Where excavation has not uncovered a stable, foundation subgrade at depths eighteen (18) inches below the bottom of pipe, then the CONTRACTOR shall stop further excavation and immediately notify the ENGINEER of the condition and of his intent to make a claim for additional cost. The ENGINEER shall investigate the soil conditions and may direct the CONTRACTOR to continue excavating if it appears that a stable subgrade can be obtained. In this case, the additional excavation beyond eighteen (18) below the bottom of pipe would be measured and paid for as trench undercut and refill. Material for refill of the undercut area shall be as described in the Earthwork Section. In the event that soil conditions are extremely severe, then the ENGINEER and soils consultant shall investigate the site conditions and shall prescribe the appropriate pipe support system to be used. Within ten (10) days after the ENGINEER determines the appropriate pipe support system to be used, the CONTRACTOR shall submit a detailed estimate for additional cost, excluding the costs to be borne by the CONTRACTOR in the above paragraph "d". The estimate shall include only those additional costs necessary to construct the pipe support system as directed by the ENGINEER. It shall not include



construction costs prior to the stoppage of work. Upon acceptance of the CONTRACTOR's estimate, the ENGINEER shall issue a change order. Laying and Bedding of PVC and HDPE Pipe

Bedding of PVC and HDPE Pipe shall be in accordance with current ASTM specifications.

Potential damage can occur to exterior walls of PVC and HDPE Pipe, particularly under cold weather conditions if rocks, frozen material, or large objects strike the pipe. The CONTRACTOR shall carefully avoid dumping any materials other than approved bedding sand or stone on the pipe until a 12-inch cover is placed on it. Pipe walls and joints shall also be protected from abrasion and damage during handling and shall be fully checked just prior to placing in the trench.

Care shall be taken during bedding compaction to avoid distorting the shape of the pipe or damaging its exterior wall.

Cutting of pipe, where required, shall be performed by the use of tools or equipment that will provide a neat, perpendicular cut without damage to the pipe material.

Bowing or warping of pipe can occur with temperature fluctuations. The CONTRACTOR shall store and protect the pipe to minimize bowing. Nominal 12'-6" pipe lengths that have deviations from straight greater than one (1) inch shall not be used.

#### f. Concrete Cradle for Pipe

Where called for on the drawings, or otherwise required, pipe shall be installed with a concrete cradle of MDOT Grade S3 concrete.

Each pipe shall rest on a 6-inch minimum thickness bed of dry mix concrete that is shaped to fit the bottom of the pipe. The dry

mix concrete shall be MDOT Grade S3 or ENGINEER-approved equal.

After setting the pipe, the space between the outside of the pipe and the undisturbed trench bank shall be filled to a level equal to a point 1/3 of the diameter above the pipe invert with MDOT Grade S3. The concrete shall have a five (5) inch slump and be mechanically vibrated to insure complete filling of the annular space between the excavated face of the original ground and the outside face of the pipe.

#### g. Jointing

Where pipe is laid in wet trenches, trenches with running sand, or in trench conditions where manual means will not allow pushing the pipe home, the CONTRACTOR shall provide and use mechanical means for pulling the pipe home and holding the pipe joints tight until completion of the line. Mechanical means shall consist of a cable placed inside the pipe with a suitable winch, jack, or come-along for pulling the pipe home and holding the pipe in position.

All joints on elliptical concrete pipe (42-inch equivalent diameter and larger) shall be cement mortar pointed on the inside. On bituminous mastic joints the compound shall be removed to a depth of three-quarters (3/4) of an inch from the inside of the joint before pointing.

#### h. Backfill

Backfill shall be placed in accordance with the Earthwork Specifications.

### 10. STORM DRAINAGE STRUCTURES

Construction methods for drainage structures shall conform to MDOT Specification 403.03 except as herein provided.

All precast sections shall bear the stamp of an approved laboratory as having been tested and delivered from tested stock of the

manufacturer, at the expense of the CONTRACTOR.

Precast sections shall be constructed so that no more than fifty (50) percent of the circumference, measured on the inside face, is deleted on any horizontal plane for sewer pipe openings. There shall be no less than twelve (12) inches of residual concrete measured on any horizontal plane between pipe openings.

Excavation shall be carried to the depth required to permit the construction of the base in accordance with the requirements of the Standard Details. The excavation shall be sufficiently wide to allow for shoring, bracing, or formwork, should any or all be necessary. Also, the excavation shall allow for accessibility in plastering the exterior of all brick masonry. The bottom of the excavation shall be trimmed to a uniform horizontal bed to receive the concrete base. The excavated section shall be completely dewatered before any concrete is placed therein.

With the exception of drainage structures having sumps, the bottom of the structures shall be channeled to provide for smooth flow through the manhole. Channels shall be formed using MDOT Grade S3 concrete.

Connections to manholes shall be properly supported and braced where not resting on original ground so that any settlement will not disturb the connection.

## 11. FINAL GRADE ADJUSTMENTS

### a. Final Grade – Existing Structures

Adjustment of drainage structures shall apply to all final vertical changes made on existing structures where the elevation of the cover is not changed by more than six inches. Vertical changes in excess of six (6) inches will be treated as structure reconstruction.

### b. Final Grade – New Structures

Final grade adjustment of new structures shall be considered as incidental to the structure construction.

Final grade adjustments may be made using either brick and mortar construction or precast concrete adjustment rings at the option of the CONTRACTOR.

The maximum allowable grade adjustment using grade rings shall be fifteen (15) inches. Final grade adjustment for manholes located in pavements and sidewalks shall be made with brick and mortar. A minimum of three (3) or maximum of six (6) courses of brick shall be placed on top of the precast cone section.

## 12. STUBS, CONNECTIONS, AND BULKHEADS

The CONTRACTOR shall furnish all material and labor and shall install and/or construct stubs, connections, bulkheads, and related items of work as called for in the Contract Documents.

Existing sewers shall be connected where called for on the plans. Bulkheads shall be placed or removed where called for on the plans.

Unless otherwise noted on the plans, stubs twelve (12) inches or larger in diameter shall consist of one full length of concrete storm sewer pipe, minimum length eight (8) feet, with watertight brick and mortar bulkhead. Unless otherwise noted on the plans, stubs four inches (4-inch) to ten inches (10-inch) in diameter shall consist of one full length of plastic storm sewer pipe, minimum length of eight (8) feet, with an expandable plug or removable cap.

## 13. CLEANING

All sewers shall be thoroughly cleaned before final acceptance.

#### 14. TESTING

##### a. General

The CONTRACTOR shall provide all necessary equipment and labor for making the tests and cost of same shall be incidental to the unit price bid for sewer.

##### b. Deflection Test for Plastic Pipe

The allowable maximum deflection shall be five (5) percent of internal pipe diameter. A Deflection Test Gauge (Go, No-Go) as manufactured by Hurco Technologies, Cherne Industries, or approved equal shall be used to verify that the maximum allowable deflection standard is met. The test gauge must have a minimum of 9 points. Proving rings must be provided to verify the gauge diameter. The gauge must be pulled through manually. Force will not be allowed. Pipe with deflections greater than five (5) percent will be considered unacceptable and shall be replaced by the CONTRACTOR at his own cost.

##### c. Videotaping

As a means of insuring that pipe laying was properly done and that all joints are in a "home" position, the CONTRACTOR shall provide for videotaping of ten (10) percent of the pipe footage laid (pipe 36" diameter and smaller), with no less than one manhole run being televised on each project. The ENGINEER shall indicate which pipe runs are to be videotaped. The videotaping shall be done no sooner than thirty (30) days after sewer installation is complete. The CONTRACTOR shall provide twenty-four (24) hours notice to both the OWNER and ENGINEER prior to videotaping so that a representative may be present. A satisfactory review of the videotape by the ENGINEER shall be a condition for sewer acceptance by the OWNER. Typical items to be reviewed on the videotape will include pipe deflection, pipe settlement, connections, joints and pipe cleanliness. If the videotape review reveals unsatisfactory conditions, the

CONTRACTOR shall correct the conditions at his own cost and shall re-videotape the affected pipe sections for review by the ENGINEER.

*End of Section*

# DIGITAL RECORDED VIDEO SURVEY

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### GENERAL

#### 1. SCOPE

Prior to commencing work, the CONTRACTOR shall have a continuous color audio-video digital recording taken along the designated length of the project to serve as a record of existing conditions. All written records and flash drives containing digital records shall become the property of the OWNER.

#### 2. FIRM BACKGROUND

The CONTRACTOR shall engage the services of a professional digital recording firm that is actively engaged in color audio-video recordings for various municipalities. The firm shall have a minimum of two years experience in audio-video digital recording of construction projects.

The OWNER may make such investigation as he deems necessary to determine the ability of the digital recording firm to perform the work. The CONTRACTOR shall furnish the OWNER all such information and data for this purpose as the OWNER may request. The OWNER

reserves the right to reject any digital recording firm if the investigation fails to satisfy the OWNER that such firm is properly qualified to carry out the work specified herein. Upon rejection of a digital recording firm, the CONTRACTOR shall engage the services of another firm that shall undergo the review and approval process as previously discussed.

#### 3. SCHEDULE

All digital recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation or when more than ten (10) percent of the ground is covered with snow or standing water unless otherwise authorized by the ENGINEER.

Digital recording shall be done prior to placement of materials or equipment in the construction area. Flash drives containing digital records shall be furnished to the OWNER at least one week prior to the preconstruction meeting.

No construction shall begin prior to review and approval of the digital video by the OWNER.

The OWNER shall have authority to reject all or any portion of the digital recording that does not conform to the specifications. Any coverage that is not acceptable to the OWNER shall be rerecorded at no additional charge. The CONTRACTOR shall reschedule unacceptable coverage within five (5) days after being notified.

### MATERIALS

#### 4. EQUIPMENT

All equipment, accessories, and materials necessary to perform this service shall be furnished by the CONTRACTOR and the digital recording firm, except for the plans of the proposed area to be digitally recorded

which are to be furnished by the OWNER. The CONTRACTOR shall be responsible for providing any temporary warning signs or barricades if required during the digital recording operations. Digital recordings shall be on high-quality flash drives for lossless picture quality, suitable for uploading and viewing on standard computer systems.

In some instances, digitally recorded coverage may not be suitable for recording necessary details. In such instances, the ENGINEER may specify digital still photographs to provide coverage. Digital photography must be used and the firm shall provide a flash drive containing digital records of all images. A suitable labeling system and description of the location of the photograph shall accompany the photographs in PDF form on the flash drive with the digital photographs.

## 5. DIGITAL RECORDING

Each digital recording shall begin with the current date, project name, and municipality as well as the general location or station, name of the street, viewing side, and direction of progress. Houses and buildings shall be identified by address.

When conventional wheeled vehicles are used, the distance from camera lens to the ground shall not be less than ten (10) feet to insure proper perspective.

In some instances, digitally recorded coverage will be required in areas that are not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the ENGINEER.

The engineering stationing numbers shall be continuous and accurate and shall correspond to the project stationing within the field of view. Standard engineering symbols (for example, 14 + 84) shall appear in the upper left of the viewing screen.

Beneath the engineering stationing, periodic transparent alphanumeric information consisting of the project name, location, direction of travel, viewing side, etc., shall appear.

Global Positioning System Satellites may be used in place of or in addition to engineering stationing numbers where available. The global positioning system shall provide updates at one (1) per second and have an accuracy of five (5) meters or less spherical accuracy. The GPS coordinate display will be at one (1) meter longitude and 1 meter latitude. (example: 3000N423 9456W294)

To preclude the possibility of tampering or editing in any manner, all digital recordings shall, by electronic means, display continuously and simultaneously generated transparent digital information to include the date and time of recording, as well as corresponding GPS coordinates and/or engineering stationing numbers. The date information will contain the month, day and year (for example, 10/5/06) and be placed directly below the time information. The time information shall consist of hours, minutes and seconds separated by colons (for example 10:35:18). This transparent information shall appear on the extreme upper left-hand of the screen.

Each digital recording must be taken at 4K resolution (3840 pixels × 2160 lines), 16:9 aspect ratio, and 60 FPS. File types can include .MP4 and .MOV. Prohibited file types include .MEPG, .FLV, .WMV, and.SWF.

## 6. DIGITAL VIDEO TRACKS

Digital recordings shall consist of one (1) video and two (2) audio tracks, all of which must be recorded simultaneously. All tracks shall consist of original live recordings and thus shall not be copies of other audio or digital video recordings. Audio track one (1) shall contain the narrative commentary of the camera technician and shall be recorded

simultaneously with his fixed elevation video record of the area of construction. Audio track two (2) shall contain the narrative commentary and evaluations of the ground level remote technician whose function shall be to provide a complete circumspection of any features that are not adequately visible to the camera technician. In order to maintain viewer orientation, transition from a fixed camera overview to a remote camera picture shall be accomplished by means of an electronic dissolve.

## 7. LIGHTING REQUIREMENTS

In order to produce proper detail and perspective, adequate lighting will be required to fill in the shadow areas caused by trees, utility poles, road signs and other such objects.

For interior and exterior surfaces of existing buildings, a 500 LED light source with 30W of power consumption and a color range between 3200K-5600K is required to enable all objects to be distinctive and clearly video taped with correct detail in order to obtain proper perspective. The CONTRACTOR shall provide all power required for lighting.

## 8. DIGITAL VIDEO COVERAGE

### a. Construction Zone

Digital video coverage shall include all surface features located within the zone of influence of construction and shall be supported by appropriate audio description. Such coverage shall include, but not be limited to, public right-of-way, easement areas, adjacent private property, all existing driveways, sidewalks, curbs, ditches, roadways, landscaping, trees, shrubs, fences, culverts, headwalls, retaining walls, and buildings located within such zone of influence. Of particular concern shall be the existence of any faults, fractures, or defects.

Houses and buildings shall be identified visually by house number when visible.

Manholes or other utility structures shall also be identified.

The rate of travel used during digital recording shall not exceed forty-eight (48) feet per minute. Panning rates and zoom-in/zoom-out rates shall be controlled sufficiently such that stop action during playback will produce clarity of the object viewed.

The ENGINEER shall have the authority to designate areas for which coverage may be added or omitted.

### b. Interior and Exterior Surfaces

Building exterior coverage shall include, but not be limited to, all the masonry features of the building such as walls, foundations, chimneys or porches. Building interiors shall include, but not be limited to, all outside basement walls and flooring.

All property being digitally recorded for interior record must have a permanent exterior front view recorded on video displayed in upper right-hand corner of the viewing screen for positive identification of property. This view will be no larger than twenty percent (20%) of the picture area and must begin by showing the address. The camera technician shall pan and zoom in and out as necessary to control the clarity of objects being viewed.

All digital recording shall be done during regular business hours unless otherwise authorized by the OWNER or agreed to by an affected property owner.

## 9. DIGITAL RECORDING FIRM RESPONSIBILITIES

The digital recording firm may televise and record areas within public rights-of-way, along municipal-owned easements, through municipal-owned parks, and municipal buildings. When digital recording is to be done on private property, the digital recording firm shall give the OWNER

sufficient prior notice so that the property owners may be contacted and their permission obtained for the work.

Three (3) attempts must be logged by the camera technician to complete the video project at each location, and a log sheet describing the day, time, and disposition of the contact must be kept.

At no time will the digital recording firm be allowed to use any electrical circuits located inside or outside buildings on private property. The digital recording firm must enter and leave property in a professional and orderly manner.

#### 10. VIDEO IDENTIFICATION AND SUBMITTAL

All flash drives containing digital records shall be properly identified by number, location, project name, and municipality in a manner that is acceptable to the OWNER.

A record of the contents of each flash drive shall be supplied by a log sheet that identifies each segment in the digital recording by location, roll number, street or road viewing, viewing side, starting point, traveling direction, and ending point.

A minimum of three flash drives containing digital records shall be provided upon final approval and acceptance of the videos by the OWNER and ENGINEER (one set each for the OWNER, ENGINEER, and CONTRACTOR). Additional sets shall be furnished if requested by the OWNER.

*End of Section*

# RESTORATION

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### GENERAL

#### 1. SCOPE OF WORK

This work shall be subject to conditions of the General Conditions, General Specifications and include the furnishing of labor, materials, tools, accessories, equipment and services necessary for restoration of the surfaces shown on the Contract drawings and/or as herein required.

This work shall include replacement of all permanent type roadway surfaces, concrete sidewalks, curb and gutters, driveways, trees, culverts, fences, ditches, and miscellaneous items damaged or removed due to construction. Disposal of excess or unsuitable materials shall be considered as part of the restoration work. All such work shall be in accordance with the best modern practice, the OWNER's standards, and as specified herein.

Prior to performing work under this section, the CONTRACTOR shall submit to the ENGINEER for approval his construction methods and design mixes, sieve analysis and/or certification of compliance with the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction except where otherwise noted. No permanent surface restoration shall be performed until all underground work has been approved.

In the event that these specifications conflict with those of the OWNER or the controlling agency, the more stringent requirements shall govern.

#### 2. SHOP DRAWINGS

When required by the ENGINEER, shop drawings shall be furnished as prescribed under the General Conditions.

Before the CONTRACTOR orders any restoration materials that he is proposing to use as substitutes for specified items, he shall submit details of the substitutes to the ENGINEER for consideration and approval.

#### 3. MDOT STANDARDS

References to the Michigan Department of Transportation (MDOT) Specifications shall pertain to the 2012 Standard Specifications for Construction.



**MATERIALS**

4. AGGREGATE

a. Gravel Approaches and Roads

Natural aggregate shall be used for gravel approach (driveways) and road restoration and shall meet the requirements of MDOT 21AA or 22A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

b. Shoulders

Natural aggregate shall be used for shoulders and shall meet the requirements of MDOT 21AA, 22A, or 23A as shown in Table 902-1 of the MDOT Standard Specifications for Construction.

c. Base Course

Natural aggregate shall be used for base course construction and shall meet the requirements of MDOT 21A, 21AA, or 22A as shown in Tables 902-1 and 902-2 of the MDOT Standard Specifications for Construction.

5. HOT MIX ASPHALT SURFACE, LEVELING, & BASE COURSES

Hot mix asphalt materials used for pavement construction shall meet the requirements of section 501.02 of the MDOT Standard Specifications for Construction or the requirements of the controlling agency as called for on the construction plans.

6. CONCRETE PAVEMENT, SIDEWALKS, CURB & GUTTER

Concrete used for pavement, sidewalk, and curb and gutter construction shall meet the requirements of MDOT grade P1 concrete or the requirements of the controlling agency as called for on the construction plans. MDOT grade P-NC may also be used where circumstances require the use of a

high-early strength concrete. Refer to Table 601-2 of the MDOT Standard Specifications for Construction.

7. TOPSOIL

Topsoil shall be screened and shall consist of loose black-colored soil that is suitable for the growth of grass seed or sod. The topsoil shall be obtained from the upper layer of an existing fertile soil and be free of limbs, twigs, rocks, stones, muck, roots and debris, etc. and containing organic matter rich in nutrients with negligible clay content.

Topsoil shall meet the following requirements:

- a. The pH range shall be from 6.0 to 7.5. Topsoil outside of this range shall be amended by the addition of pH adjusters as approved by the Engineer.
- b. The organic matter content shall range between 2% and 6% (by dry sample weight).
- c. The soil texture shall be a sandy loam, silt loam, or loam where the sand, silt, and clay contents (by dry sample weight) fall within the following ranges:

Sand.....	40% to 65%
Silt .....	25% to 60%
Clay .....	5% to 15%

- d. The gradation shall be as follows:

<b>Sieve Designation</b>	<b>% Passing</b>
1 inch screen	100
0.25 inch screen	97 - 100
No. 10 U.S.S. mesh sieve	95 - 100
No. 140 U.S.S. mesh sieve	15 - 35

- e. The soil salinity as measured by the electrical conductivity of a saturated soil

sample shall not exceed 2dS/m (decisiemens/meter).

- f. Topsoil samples may be taken from stockpiles by the ENGINEER for submission to a testing laboratory. Topsoil that does not meet the required specifications shall be removed from the project site by the CONTRACTOR and shall be replaced with suitable topsoil that meets the testing requirements.

8. SEED & FERTILIZER

Seed and fertilizer shall meet the following requirements:

Table R-1

Location	Seeding* Requirement	Fertilizer Requirement
Maintained Lawn Areas	MDOT Type THM Mix (20% Perennial Rye, 30% Kentucky Blue, 50% Red Fescue) applied at 220 lbs./acre	MDOT Class A, 228 lbs./acre
Fields, Slopes & Ditch Banks, Etc.	MDOT Type THV Mix (30% Perennial Rye, 15% Kentucky Blue, 45% Red Fescue, 10% Fults Salt) applied at 220 lbs./acre	MDOT Class B, 120 lbs./acre

\* percent mixture proportions by weight

All grass seeding shall meet the requirements for purity and germination as called for in the MDOT Standard Specifications for Construction Table 917-1 for Seed Mixtures. Seed shall be delivered in durable containers which show the

manufacturer's name, lot number, weight, contents, purity, and germination. Although Table R-1 lists only two typical seeding mixtures, other seeding mixtures shown in MDOT Tables 816-1 and 917-1 may be used where approved by the Engineer.

9. MULCH & MULCH BLANKETS

Mulch and mulch blankets shall meet the following requirements:

- a. Loose Mulch. Mulching material shall consist of any straw or marsh hay in an air-dry condition. Hay in an air-dried condition will be permitted only when straw mulch or marsh hay is unavailable. Mulch materials shall be undamaged, rot free, clean, substantially free of weed seed and other objectionable foreign matter.

- b. Mulch Blankets (for moderate runoff condition). Mulch Blankets shall be one of the following or an approved equal:

S1 Erosion Control Blanket – BonTerra America

Contech ERO-MAT - Contech Construction Products

Erosion Control Blanket DS-75 – North American Green

- c. High Velocity Mulch Blankets (for medium to heavy runoff condition). High velocity mulch blankets shall be one of the following or an approved equal:

S2 Erosion Control Blanket – BonTerra America

Contech High Velocity ERO-MAT – Contech Construction Products

ECS High Impact Excelsior Blanket – Erosion Control Systems, Inc.

ECS High Velocity Straw Mat –  
Erosion Control Systems, Inc.

Erosion Control Blanket DS-150 –  
North American Green

#### 10. SOD

Sod shall meet the requirements of Section 917.13 of MDOT Standard Specifications for Construction. The Contractor shall keep the sod watered until a vigorous growth is established.

Sod must be an upland mineral soil sod. Sod must be grown on loam soils. Sod grown on peat is not acceptable for use.

#### 11. FENCING

Chain link and woven wire fence materials shall meet the requirements of Section 907 of MDOT Standard Specifications for Construction. Chain link fabric shall be as called for on the construction drawings (aluminum-coated, zinc-coated, or vinyl-coated). Fences made of other materials (wood board, split rail, iron, etc.) shall be replaced in kind or as called for on the construction drawings. In this case, fence materials and construction methods shall meet the applicable standards of ASTM.

#### 12. TREES & SHRUBS

Trees and shrubs shall be quality, nursery-grown stock with adequate root growth (balled and burlapped). Nursery stock shall meet the standards of the current edition of the American Standard for Nursery Stock as published by the American Association of Nurserymen, as well as the standards of Section 917 of the MDOT Standard Specifications for Construction.

#### 13. TIMBER POSTS

Timber used for fence, guide, guard and mailbox posts shall meet the requirements of Section 912.08 of the MDOT Standard Specifications for Construction.

#### 14. TRAFFIC SIGNS & POSTS

Traffic and street signs that are removed or damaged shall be replaced in kind. The materials used for such sign and post replacements shall meet the applicable standards of Section 919 of the MDOT Standard Specifications for Construction.

#### 15. PAVEMENT STRIPING

Pavement striping materials shall meet the requirements shown in Section 920 of the MDOT Standard Specifications for Construction.

### CONSTRUCTION

#### 16. PAVEMENT RESTORATION

The aggregate and pavement thicknesses shown in the following sections are intended to be a guideline for minimum thicknesses. Thicker sections may be required depending upon the requirements of the OWNER or the controlling agency. All pavements shall be restored to the elevation and section that existed prior to construction.

##### a. Gravel Shoulders and Approaches

Gravel shoulders and approaches shall be constructed as described in Section 307.03 of the MDOT Standard Specifications for Construction.

Gravel shoulder restoration shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight. The restored shoulder width shall match the existing width.

Restoration of gravel approaches shall consist of placement and compaction of MDOT 21AA limestone or MDOT 22A gravel on a suitable subgrade as called for

on the plans to form a minimum six (6) inch thick section. The 21AA limestone or 22A gravel shall be compacted to a minimum density of ninety-eight (98) percent unit of the maximum unit weight. The restored approach width shall match the existing width.

b. Gravel Roads

Restoration of gravel roads shall consist of placement and compaction of MDOT 21AA limestone, MDOT 22A gravel, or MDOT 23A gravel as called for in the plan details to form a minimum eight (8) inch thick section. The restored road width shall match the existing road width. Gravel roads shall be constructed as described in Section 306.03 of the MDOT Standard Specifications for Construction.

c. Aggregate Base Courses

Aggregate base courses shall be placed and compacted to the thickness and width as called for on the plan details and as described in Section 302.03 of the MDOT Standard Specifications for Construction. Unless otherwise indicated in the Supplemental Specifications, aggregate base courses shall be compacted to a minimum density of ninety-eight (98) percent of the maximum unit weight.

d. Sawcutting

All pavement, curb and gutter, and sidewalk removals shall be accomplished by sawcutting with a power-driven concrete saw. Sawcutting shall be full depth for all pavements (concrete, bituminous, concrete with bituminous overlay).

In bituminous pavement, sawcut lines shall be parallel with or perpendicular to the direction of vehicle travel.

In concrete pavement, sawcut lines shall be cut parallel with pavement joints. Sawcuts shall not be nearer than five (5) feet to a transverse joint, to the center of pavement,

or to the edge of pavement such that no existing or replacement pavement section shall be less than five (5) feet in width. If the proposed sawcut is nearer than five (5) feet to a joint or centerline of a pavement, then removal and replacement shall be extended to said joint or centerline.

If an integral concrete curb is to be removed, then the minimum removal width shall be eighteen (18) inches.

e. Hot Mix Asphalt (HMA) Pavement

Hot mix asphalt pavements shall be constructed in accordance with the plan details and Section 501 of the MDOT Standard Specifications for Construction. Where new asphalt pavement is to adjoin existing asphalt pavement, a two (2) foot wide butt joint shall be constructed. A bond coat shall be applied to the existing pavement surface. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Bike paths:	3" HMA over 4" 21AA aggregate base (with soil sterilant application)
Residential driveways:	3" HMA over 6" 21AA aggregate base
Commercial driveways:	4" HMA over 8" 21AA aggregate base; or 8" asphalt
Residential streets:	4" HMA over 8" 21AA aggregate base; or 8" asphalt
Collector road:	9" HMA over 6" 21AA aggregate base

The laboratory density of HMA pavement shall be determined by the Marshall Procedure ASTM D-1559 using 50 blows on each of the specimens as the compactive effort. One set of three (3) specimens shall be made on the first day of placement and on subsequent days as determined by the Engineer.

The measurement of field-compacted density shall be done with a nuclear gage. The percent of compaction obtained shall be determined by dividing the field-compacted density by the laboratory density and multiplying the result by 100. Unless otherwise indicated in the plan details or Supplemental Specifications, all HMA pavements shall be compacted to a minimum calculated density of 97%.

Density tests shall be taken on the completed pavement at a frequency of one test every 500 linear feet of paving lane, except for the last unit which will be 500 linear feet, plus any fractional unit less than 250 feet in length, or will be a fractional unit of 250 feet or more in length. Miscellaneous areas such as intersections, crossovers and widening lanes less than 250 feet long will be tested as directed by the Engineer.

f. Concrete Pavement

Concrete pavements shall be constructed in accordance with the plan details as well as Sections 602 and 801 of the MDOT Standard Specifications for Construction. Where new concrete pavement is to be anchored to old pavement, dowel bars and lane ties shall be installed in accordance with MDOT Standard Plans. Joints shall be installed in the new concrete pavement to match existing joint types and locations. Reinforcing steel shall be similar to that in the existing pavement and shall provide the same cross sectional area of reinforcement per foot as the existing pavement. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Residential driveways:	6" non-reinforced concrete over 4" sand base
Commercial driveways:	8" non-reinforced concrete over 4" sand base
Residential	8" non-reinforced concrete

streets:	over 6" sand base
Collector road:	9" non-reinforced concrete over 6" sand base

g. Concrete Sidewalk and Ramps

Concrete sidewalks and ramps shall be constructed in accordance with the plan details and Section 803 of the MDOT Standard Specifications for Construction. Unless otherwise called for in the plan details, the following sections shall apply as a minimum:

Sidewalks:	4" concrete over 4" sand base
Sidewalks (at residential drive crossing):	6" concrete over 4" sand base
Sidewalks (at commercial drive crossing):	8" concrete over 4" sand base
Sidewalk ramps:	4" concrete over 4" sand base

h. Concrete Curb and Gutter

Concrete curb and gutter shall be constructed in accordance with plan details and Section 802 of the MDOT Standard Specifications for Construction.

17. TURF ESTABLISHMENT

The CONTRACTOR shall furnish and place topsoil, seed, or sod, and fertilizer for all areas that were disturbed during construction. Seed and sod shall be installed in accordance with the seasonal limitations that are described in section 816.03 of the MDOT Standard Specifications for Construction unless directed otherwise by the Engineer.

a. Topsoil

Unless otherwise called for on the plans, a minimum of three (3) inches of topsoil shall be placed for areas that are to be restored with seeding or sodding. Topsoil shall be placed on a prepared earth bed in accordance with Section 816.03A of the MDOT Standard Specifications for Construction.

The existing earth bed shall be graded such that the placement of topsoil and sod will meet the final plan grades.

b. Seed

Seeding shall be sown in accordance with Section 816.03C of the MDOT Standard Specifications for Construction. The application rate for the seeding shall be as shown in the table in part 8 of the Materials Section.

c. Mulch and Mulch Blankets

Mulch and mulch blankets shall be placed over seeded areas as called for in Section 816.03E through H of the MDOT Standard Specifications for Construction. If mulch blankets must be secured to a slope, then biodegradable netting and biodegradable earth staples shall be used.

Mulch anchoring shall be considered as incidental to mulch placement unless a pay item for mulch anchoring has been included in the Bid Form.

d. Sod

Sod shall be placed in accordance with Section 816.03D of the MDOT Standard Specifications for Construction.

A sod cutter shall be used to establish a smooth vertical edge when new sod is to abut existing sod.

e. Fertilizer

Fertilizer shall be placed in accordance with Section 816.03B of the MDOT Standard Specifications for Construction. The

application rate for the fertilizer shall be as shown in table in Part 8 of the Materials Section.

f. Watering and Maintenance

It is the responsibility of the CONTRACTOR to regularly water new seed and sod in order to establish a dense lawn of permanent grasses that is free from mounds and depressions. Any portion of a sodded area that "browns-out" or does not firmly knit to the soil base, or any portion of a seeded area that fails to show a uniform germination, shall be resodded or reseeded. Such resodding or reseeding shall be at the CONTRACTOR's expense and shall continue until a dense lawn is established.

Watering seed and sod shall be considered as incidental to the turf establishment work unless a pay item for water has been included in the Bid Form.

## 18. FENCING

Prior to the start of any fence restoration work, the CONTRACTOR shall verify that the line and grade are correct.

a. Removing and Replacing Existing Fences

Fences shall be removed and replaced or shall be removed as indicated on the Plans or as directed by the ENGINEER. If any of the existing material is damaged or destroyed, the CONTRACTOR shall replace the material at his expense. Replacement fence material shall be of a condition comparable to that which existed prior to construction.

After the fence removal or relocation operations are complete, all surplus material shall be removed and disposed of by the CONTRACTOR at his expense unless otherwise called for on the Contract Documents.

Any holes or voids resulting from the fence post removal operation shall be backfilled

with a suitable material, as approved by the ENGINEER.

b. Placing New Fence

Woven wire and chain link fencing shall be installed in accordance with Sections 808.03A and D of the MDOT Standard Specifications for Construction. If called for on the plans, a top rail shall be used in place of tension wire for the chain link fence construction. Other fence types (timber, boulders, decorative rock, etc.) shall be constructed in accordance with plan details.

19. GUARDRAIL

Guardrail shall be placed in accordance with Section 807 of the MDOT Standard Specifications for Construction. Guardrail design shall be approved by the ENGINEER and shall conform to the current applicable standards of the agency that has jurisdiction of the right-of-way.

Any holes or voids resulting from the guardrail post removal operation shall be backfilled with a suitable material, approved by the ENGINEER.

20. TREE & SHRUB PLANTING

Trees and shrubs shall be planted in accordance with Section 815 of the MDOT Standard Specifications for Construction. Nursery stock shall conform to the standards shown in the American Standard for Nursery Stock (ANSI Z60.1-1996).

Watering and cultivating trees and shrubs during the establishment period shall be considered as incidental to the tree and shrub planting work unless a pay item for watering and cultivating has been included in the Bid Form.

21. MAILBOXES

Where mailbox post replacement is called for on the plans, new mailbox posts shall be

furnished and installed in accordance with Section 807 of the MDOT Standard Specifications for Construction and the plan details.

22. TRAFFIC SIGNS & POSTS

Placement of traffic signs and posts shall be done in accordance with the applicable Sections in 810 of the MDOT Standard Specification for Construction, the current edition of the Michigan Manual of Uniform Traffic Control Devices, and the plan details.

23. PERMANENT PAVEMENT STRIPING

Permanent pavement striping shall be placed in accordance with the plan details and Section 811 of the MDOT Standard Specifications for Construction.

24. DRAINAGE STRUCTURES,  
CULVERTS, & DITCHES

As part of restoration, the CONTRACTOR shall be responsible for cleaning out all drainage structures, culverts, and ditches that are located within the area of construction. All ditches shall be restored such that drainage will flow freely. The cost of this work shall be considered as incidental to the project.

25. PROGRESS OF FINAL  
RESTORATION

If in the judgement of the OWNER, adequate site restoration efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, removal of surplus materials, restoration of all signs, mail boxes and like items, then the OWNER will take the necessary steps to perform such restoration and shall charge the CONTRACTOR for all of the costs until proper order is restored.

*End of Section*

## METHOD OF PAYMENT

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## METHOD OF PAYMENT

### GENERAL

#### A. PRICES AND MEASUREMENT:

Payment for work under this contract will be based on a unit price or lump sum for work actually completed. Final measurements of the work will be taken by the Engineer to determine the amount of work done and thereby determine the total cost. The method of applying the unit prices to measured quantities will be as herein specified. Payment will include the cost of all labor, tools, materials, and equipment necessary to do the work.

Several items may have been included in the bid form but may not be called for on the plans. These items have been included in order to establish a unit price in the event that the item of work is necessary. The Contractor should be aware that these items may increase, decrease, or be zero based on field conditions, or Owner direction.

#### B. INCIDENTAL ITEMS:

Any items of work indicated as incidental or included shall be considered as part of the project work and shall be completed at no additional expense to the Owner. Incidental or included items shall include labor, materials, and equipment that may not be specifically listed in the Bid Form or in the drawings or specifications, but which are necessary to complete the work.

#### C. PERMITS:

The Washtenaw County Road Commission (WCRC) permit has been applied for by the Owner of this project. The permit must be acquired from the appropriate agency by the Contractor when they are approved. Any permit fees, bonds, and/or permit agency inspection costs will be the responsibility of the Contractor and paid for through the permit allowance pay item and shall not result in additional cost to the Owner. Permits required for this project is shown in the Supplemental Instructions to Bidders section.

**MOBILIZATION**

The completed work as measured for MOBILIZATION will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization, Max. 5%	lump sum

The lump sum price shall be payment in full for all preparatory work and operations which may include, but is not limited to, the following items:

1. The movement of personnel, equipment, supplies, and incidentals to the project site.
2. The establishment of the Contractor’s offices, buildings, and other facilities to work on the project.
3. Other work and operations that must be performed.
4. Expenses incurred, prior to beginning work on the various contract items on the project site.
5. Pre-construction costs, exclusive of bidding costs, which are necessary direct costs to the project rather than directly attributable to other pay items under the contract.
6. Permits, bonds, etc.

The pay item will state the maximum amount that can be bid. When the percentage of the original contract amount earned is less than 5 percent, the costs of project specific bonding, insurances, and permits will be reimbursed when a paid invoice is received by the Engineer. The costs of these will then be made in accordance with the Partial Payment Schedule shown below. The original contract amount is the total value of all contract items including the mobilization item. The percentage earned is exclusive of the mobilization item. The total sum of all payments for this item shall not exceed the original contract amount bid for mobilization, regardless of the fact that the Contractor may have, for any reason, shut down his work on the project, moved equipment away from the project and then back again, or for additional quantities or items of work added to the contract.

<b>Partial Payment Schedule</b>	
<b>Percentage of Original Contract Amount Earned</b>	<b>Percentage of Bid Price for Mobilization Allowed</b>
5	50
10	75
25	100

When a pay item for mobilization is not included in the proposal, payment for any such work is considered to have been included in payments made for other items of work.

**AUDIO VIDEO ROUTE SURVEY**

The completed work as measured for AUDIO VIDEO ROUTE SURVEY will be paid for at the contract lump sum price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Audio / Visual Route Survey	lump sum

The lump sum price shall be payment in full for all labor, materials, and equipment necessary to prepare the audio video route survey in accordance with the specifications. Video recording limits are discussed in the Supplemental Specifications section.

Payment shall include the provision of two sets of DVDs containing the complete recordings to the Engineer.

### **TRAFFIC MAINTENANCE AND CONTROL**

The completed work as measured for TRAFFIC MAINTENANCE AND CONTROL will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Maintenance and Control	lump sum

The contract lump sum price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain all signs, cones, barricades, flagging, etc. as required by the Michigan Manual of Uniform Traffic Control Devices and the Supplemental Specifications. Removal of any temporary signs or other traffic control equipment upon completion of the project shall be considered as incidental to the traffic maintenance and control work.

### **PERMIT ALLOWANCE**

The completed work as measured for PERMIT ALLOWANCE will be paid for at the contract lump sum price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Permit Allowance	lump sum

The lump sum price shall be payment in full for all required permits required for this project as shown in the Supplemental Instructions to Bidders section. One permit has been applied for by the Village. The permit must be acquired from the appropriate agency by the Contractor when they are approved. Any permit fees, bonds, and/or permit agency inspection costs will be the responsibility of the Contractor as part of the allowance included in the mobilization pay item and shall not result in additional cost to the Village. The permit allowance is for the Oakland County Water Resources Commissioner's Office and is a set amount at \$2,500.00. If invoices exceed \$2,500.00 and the contractor is in compliance and on schedule, a contract modification can be made to increase the allowance.

### **REMOVE CONCRETE CURB AND GUTTER**

The completed work as measured for REMOVE CONCRETE CURB AND GUTTER will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Curb and Gutter, Rem	feet

Concrete curb and gutter removal shall be measured along the gutter line in linear feet.

The contract unit price shall be payment in full for all labor, materials and equipment required to sawcut, remove, and properly dispose of the concrete curb and gutter offsite.

## REMOVE PAVEMENT

The completed work as measured for REMOVE PAVEMENT will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt, Rem	square yard

Pavement removal shall be measured in place by area in square yards. The removal area shall be based upon the average length and width measurements as determined in the field by the Engineer.

The contract unit price shall be payment in full for all labor, material and equipment required to sawcut, remove, and properly dispose of the pavement off site. The contract unit price shall apply to pavement of any thickness (both bituminous and concrete).

## REMOVE PATHWAY

The completed work as measured for REMOVE PATHWAY will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Pathway, Rem	square yard

Concrete sidewalk removal shall be measured in place by area in square yards. The removal area shall be based upon the average length and width measurements as determined in the field by the Engineer.

The contract unit price shall be payment in full for all labor, material and equipment required to sawcut, remove, and properly dispose of the sidewalk and ramps off site. The contract unit price shall apply to sidewalk of any thickness.

## ADJUST STRUCTURE

The completed work as measured for ADJUST STRUCTURE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Structure Adj.	each

The work of adjusting structures shall be paid for on a per structure basis and shall apply when the total amount of vertical change of the casting (up or down) is six inches or less. Additional vertical change beyond six inches shall be paid for as Storm Structure, Reconstruct or Reconstruct Sanitary Structure/Utility Structure. The pay item for adjusting drainage/utility structures shall apply to existing storm manholes, catch basins, inlets, and gate wells. The adjust structure pay item shall not apply to new structures since final adjustment in this case is included in the contract unit price of the new structure.

The contract unit price shall be payment in full for all labor, material, and equipment necessary to adjust structures in accordance with the plan details so that the castings will match the new finished pavement or landscape surface grades. Excavation, backfill, cleaning the existing casting and disposal of excess or unsuitable materials shall all be considered as included as part of the adjustment work.

## **EMBANKMENT**

The completed work as measured for EMBANKMENT will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Embankment, LM	cubic yard

The contract lump sum price shall be payment in full for all labor, materials, and equipment necessary to perform all embankment work necessary for the construction of the project.

Embankment shall be measured in place and shall be based upon the average length, width, and depth measurements of the undercut area as determined by the Engineer. Furnishing, grading, and compacting suitable embankment material as well as removing excess or unsuitable material shall also be considered as part of Embankment, LM. In addition, removing topsoil and vegetation, root trimming, clearing, brushing, and removal of trees under 6 inches in diameter shall be considered as part of the work unless separate pay items have been included in the bid form.

## **SUBGRADE UNDERCUT, TYPE II**

The completed work as measured for SUBGRADE UNDERCUT, TYPE II will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Subgrade Undercutting, Type II	cubic yard

Subgrade undercut and refill shall be measured in place and shall be based upon the average length, width, and depth measurements of the undercut area as determined by the Engineer. Undercut areas that are not authorized or measured by the Engineer will not be considered for payment.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to undercut and dispose of the unsuitable material and then backfill the undercut area with compacted MDOT 21AA limestone, unless otherwise called for on the plan details.

## **CATCH BASIN/INLET FILTER**

The completed work as measured for CATCH BASIN/INLET FILTER will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Erosion Control, Inlet Protection, Fabric Drop	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain catch basin or inlet filters in accordance with the plan notes and details. Maintenance work will include removal and replacement of filters as directed by the Engineer. Removal and disposal of the filters and accumulated sediment upon final completion of the project shall be considered as included in the work. The work shall also include removal of accumulated sediment from the ground surface and from the drainage structure sumps.

## **SILT FENCE**

The completed work as measured for SILT FENCE will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Erosion Control, Silt Fence	feet

Silt fence shall be measured in place horizontally by linear feet. The length shall be measured along the top of fence from end of fence to end of fence.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish, install, and maintain the silt fence in accordance with the plan notes and details. Removal and disposal of the silt fence and accumulated sediment upon final completion of the project shall be considered as included in the work. Placement and maintenance of stone outlet filters at low points along the silt fence line shall also be considered as included in the silt fence work. Maintenance work will include removal and replacement of silt fence and outlet filters as directed by the Engineer. Restoration of disrupted areas shall be paid for separately under the appropriate surface restoration pay items.

## **CHECK DAM**

The completed work as measured for CHECK DAM will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Erosion Control, Check Dam	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct and maintain a system that will contain potential ditch stream flow and permit adjacent project construction to proceed in a dry condition. Removal of the system upon project completion shall be considered as incidental to the work. This pay item shall only apply at station 2+70 and only one payment shall be made per check dam.

## **STATION GRADING**

The completed work as measured for STATION GRADING will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Station Grading	station

Station grading shall be measured along the construction centerline of path from point of beginning to point of ending. Measurements shall extend through intersections, but will not be taken along intersecting driveways or side streets. One station equals one hundred feet. One station width equals the width from the center line of path to the limits of the right-of-way. Grading limits are shown on the plans.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to perform the earthwork and related items of work as outlined in the Supplemental Specifications.

## **MAINTENANCE AGGREGATE, 21AA**

The completed work as measured for MAINTENANCE AGGREGATE, 21AA will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Maintenance Aggregate	ton

Maintenance aggregate, 21AA shall be measured in tons based upon certified weight delivery tickets. The aggregate shall be used at various locations for temporary maintenance of local traffic and shall be considered for payment only where authorized by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact 21AA limestone or gravel where authorized by the Engineer. Removal of the maintenance aggregate shall be considered as incidental to the placement work.

## **HMA BASE CRUSHING AND SHAPING**

The completed work as measured for HMA BASE CRUSHING AND SHAPING will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
HMA Base Crushing and Shaping	square yard

Crushing and Shaping of HMA surface shall be measured in place by area in square yards. The area determination shall be based upon the average length and width dimensions of the pre-pulverized area as measured in the field by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to crush and grade the HMA pavement to a width as specified on the plans. Sweeping of the crushed surface and disposal of the extra material shall be considered as included in the work.

## **AGGREGATE BASE COURSE**

The completed work as measured for AGGREGATE BASE COURSE will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Aggregate Base, 21AA Limestone, 6 inch	ton
Aggregate Base, 22AA Limestone, 8 inch	ton

Aggregate base course shall be measured in tons based upon certified weight delivery tickets.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact the aggregate base course materials. Any earth excavation, subgrade preparation, or material disposal that is required for the aggregate base course placement shall be considered as incidental to the work unless separate pay items have been included in the bid form for earthwork.

## **STORM STRUCTURE, RECONSTRUCT**

The completed work for STORM STRUCTURE, RECONSTRUCT will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Storm Structure, Reconstruction	feet

The work for reconstructing storm structures shall be measured in place by vertical feet and shall apply when the total amount of vertical change of the casting is more than six inches. If a casting must be raised or lowered more than six inches, then the first six inches of vertical change shall be paid for as Structure Adj. and the remaining amount of vertical change shall be paid for as Storm Structure, Reconstruct in increments of 0.1 vertical feet. Measurements shall be made from the bottom of the structure to the top of casting before and after adjustment in order to determine the total amount of vertical change. The pay item for adjusting existing drainage/utility structure, additional depth, shall apply to storm manholes, catch basins, inlets, and gate wells. The adjust structure, additional depth, pay item shall not apply to new structures since final adjustment in this case is included in the contract unit price of the new structure.

The contract unit price shall be payment in full for all labor, material, and equipment necessary to reconstruct structures in accordance with the plan details so that the castings will match the finished pavement or landscape surface grades. Excavation, backfill, removing and replacing the cone and riser sections as necessary, cleaning the existing casting, and disposal of excess or unsuitable materials shall all be considered as included as part of the reconstruction work.

## **TRENCH UNDERCUT AND BACKFILL**

The completed work as measured for TRENCH UNDERCUT AND REFILL will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Trench Undercut and Backfill	cubic yard

Trench undercut and refill shall be measured in place and shall be based upon the average length, width, and depth measurements of the undercut areas as determined by the Engineer. Undercut areas that are not authorized or measured by the Construction Observer will not be considered for payment.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to excavate the subgrade beyond 18 inches below the pipe invert and to refill the undercut area with compacted 6A crushed gravel or 6A crushed concrete aggregate. Disposal of undercut materials shall be considered as incidental to the work.

## **STORM STRUCTURES**

The completed work as measured for STORM STRUCTURES will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Dr Structure, 24 inch dia	each



The contract unit price shall be payment in full for all labor, materials and equipment necessary to construct the storm structure. Each storm structure shall be complete with base, steps, frames and covers, stubs, pipe opening, and channels as called for in the plan details. Payment for storm structures shall include the following: excavating; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support, relocation, replacement, connection or reconnection of existing pipe lines, building leads and utilities; furnishing and placing of structure, jointing materials, fittings, bulkheads, and plugs; cleaning; furnishing and placing of required bedding, backfill and fill materials; final adjustment or reconstruction of casting to finished grade; complete cleanup and surface restoration. Payment will be the same for standard and low head structures of the same diameter. Removal of an existing storm structure shall be considered as included in the price for the new storm structure construction if the new storm structure is being constructed in the same location as the existing structure. The contract unit price shall also include payment in full for dewatering of the excavation.

**DRAINAGE STRUCTURE TAP**

The completed work as measured for DRAINAGE STRUCTURE TAP will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Dr Structure, Tap, 12 inch	each

Drainage structure taps shall be paid for by size on a per each basis. Where a new sewer line is to tap an existing drainage structure, the tap size shall be the nominal inside diameter of the new sewer pipe.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to make the tap in accordance with the plan details. Any fittings, joint materials, adaptors, and masonry that are needed shall be considered as incidental to the tap work.

**STORM SEWER**

The completed work as measured for STORM SEWER will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Culvert, CI A, Corrugated, 12 inch	feet
Sewer, CI IV, RCP, 12 inch	feet

Storm sewer shall be measured in place horizontally by linear feet. The length shall be measured along the centerline of the pipe from end of pipe to end of pipe or to center of structure. Radius pipe or bend sections will be measured and paid for as storm sewer. The measurement shall not include the length of end sections, which shall be paid for separately.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct the storm sewer. The payment for storm sewer shall include the following: clearing; excavating; trenching; disposal of items from clearing; disposal of unsuitable or excess excavated materials; temporary sheeting, bracing and shoring of excavations; support, relocation, replacement, connection or reconnection of existing pipe lines, building leads and utilities; furnishing and placing of pipe, jointing materials, fittings, bulkheads, plugs, adaptors; furnishing and placing of required bedding, backfill, and

fill materials; complete cleanup and surface restoration. Removal of an existing storm sewer shall be considered as included in the price for the new storm sewer construction if the new storm sewer is being constructed in the same trench as the existing sewer.

Payment for storm sewer shall also include up to 18 inches of trench undercut and refill with compacted MDOT 6A crushed gravel or 6A crushed concrete unless otherwise shown in the plan details. If additional undercut is required beyond 18 inches, then it shall be paid for separately as Trench Undercut and Refill.

The contract unit price shall also include payment in full for dewatering of the excavation as described in the Earthwork section. The contract unit price does not include dewatering by means of deep wells or well points. In the event that dewatering by means of deep wells or well points is required, as determined by the Engineer, then this work shall be paid for separately.

### **CULVERT END SECTIONS**

The completed work as measured for CULVERT END SECTIONS will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Culvert End Section	each

The contract price shall be payment in full for all labor, material, and equipment necessary to furnish and install the end sections in accordance with the plan details. Excavation, trenching, bedding, backfill, and disposal of excess or unsuitable materials shall be included in the contract unit price for culvert end sections. If called for on the plans, concrete footings and bar screens shall be included as part of the end sections and shall not be paid for separately.

### **AGGREGATE SURFACE COURSE**

The completed work as measured for AGGREGATE SURFACE COURSE will be paid for at the contract unit prices for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Hand Patching	ton
HMA, LVSP	ton
HMA, LVSP, Pathway, 3 inch	ton

Aggregate surface courses shall be measured in tons based upon certified weight delivery tickets.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to place, grade, and compact aggregate surface course material. Aggregate surface course shall be used for road surfaces, shoulder surfaces, and drive approaches as called for on the plans. Any earth excavation, subgrade preparation, or material disposal that is required for the surface course placement shall be considered as incidental to the work.

### **CONCRETE CURB & GUTTER**

The completed work as measured for CONCRETE CURB & GUTTER will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Curb & Gutter, Detail F4	feet
Mountable Curb, Conc, 1 inch	feet

Concrete curb & gutter shall be measured in place by linear feet. The length shall be measured along the gutter line from end of curb to end of curb. Curb endings and curb drops shall all be measured and paid for as concrete curb and gutter, detail F4.

The contract price shall be payment in full for all labor, materials, and equipment necessary to construct the concrete curb and gutter in accordance with the plan details. Any excavation, subgrade compaction, backfilling behind the curb, disposal of excess materials, joints, curing compound, and placement of curb drops shall be considered as incidental to the curb and gutter construction.

### **CONCRETE SIDEWALK RAMP**

The completed work as measured for CONCRETE SIDEWALK RAMP will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk Ramp, Conc, 6 inch	square feet

Concrete sidewalk ramps shall be measured in place and shall be paid for based upon the length and width measurements of the sidewalk ramp area as determined by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct sidewalk of the required thickness in accordance with the plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk placement. Any necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk ramp construction.

The contract unit price shall also include all labor, material, and equipment necessary to construct and paint (if required) the 24" detectable warning strips as shown in the details.

### **CONCRETE SIDEWALK**

The completed work as measured for CONCRETE SIDEWALK will be paid for at the contract unit prices for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Sidewalk, Conc, 4 inch	square feet

Concrete sidewalk shall be measured in place and shall be paid for based upon the length and width measurements of the sidewalk area as determined by the Engineer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to construct sidewalk of the required thickness in accordance with the plan details. Furnishing, placing, and compacting a 4-inch thick sand base shall be considered as incidental to the sidewalk placement. Any

necessary excavation, backfill, and disposal of excess materials shall also be considered as incidental to the sidewalk construction.

## **PERMANENT TRAFFIC SIGNS**

The completed work as measured for PERMANENT TRAFFIC SIGNS will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Sign, Crosswalk, Yield	each

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the signs in accordance with the plan details and the current edition of the Michigan Manual of Uniform Traffic Control Devices. Any hardware that is required to attach the sign to the post shall be considered as included in the payment for the sign. Furnishing and installing new steel posts, 3 lb., shall also be considered as included in the sign payment unless a separate pay item has been included in the Bid Form for this.

## **PAVEMENT MARKINGS**

The completed work as measured for PAVEMENT MARKINGS will be paid for at the contract unit prices for the following contract items:

<u>Pay Item</u>	<u>Pay Unit</u>
Pavt Mrkg, Polyurea, 12 inch, White	feet

Pavement striping shall be measured in place horizontally by linear feet. The length shall be measured along the painted segment from end to end of paint marks. Pavement marking symbols and legends shall be counted and paid for by each.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the pavement markings in accordance with the plan details and the manufacturer's instructions. All sweeping and preparatory work as well as traffic control and temporary protection of newly placed markings shall be considered as incidental to the pavement marking work. Removal of any temporary pavement markings shall also be considered as incidental unless the Bid Form already includes pay items for removing temporary markings.

## **RIP RAP**

The completed work as measured for RIP RAP will be paid for at the contract unit price for the following contract item (pay item):

<u>Pay Item</u>	<u>Pay Unit</u>
Riprap, Plain	ton

Rip Rap shall be measured in place and payment shall be based upon the certified weight delivery tickets.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and install the riprap in accordance with the plan details. If the rip rap placement details call for geotextile fabric and stone bedding, then these items shall be considered as incidental to the rip rap.

## **SURFACE RESTORATION**

The completed work as measured for SURFACE RESTORATION will be paid for at the contract unit price for the following contract items (pay items):

<u>Pay Item</u>	<u>Pay Unit</u>
Slope Restoration	square yard

Slope Restoration with seed or sod shall be measured in place by square yards and shall be based upon the average length and width measurements of the restored area as determined by the Construction Observer.

The contract unit price shall be payment in full for all labor, materials, and equipment necessary to furnish and place the topsoil, seed, and mulch or topsoil and sod as called for on the plans and specifications. Watering seed or sod until vigorous turf growth is established shall be considered as incidental to the surface restoration work unless a separate pay item for water is included in the Bid Form.

Application of mulch anchoring shall be considered as incidental to the placement of the mulch unless a separate pay item for the mulch anchoring has been included in the Bid Form.

## **MISCELLANEOUS RESTORATION ITEMS**

Restoration of miscellaneous items such as, but not limited to, street signs, traffic signs, shrubbery and other ornamental landscape items which are damaged, removed, or destroyed by the Contractor in the course of the work shall be repaired or replaced by the Contractor with new materials of equal quality as existed prior to the start of work. All such items for which specific bid items are not listed in the proposal shall be considered as incidental work and shall be replaced or repaired at the expense of the Contractor.

## **FINAL CLEAN UP**

Final clean-up of the job shall be considered as incidental. Items in this category include removal of debris and litter from the site, removal of surplus materials, sweeping, repair of any damages, and clean out of drainage structures located within the work area.

Surface Restoration shall commence immediately upon completion of final grading or as MDOT seasonal limitations dictate.

## **PRIVATE UTILITY ADJUSTMENT**

Adjustment and/or relocation of private utility structures such as gas valves, structure covers, riser boxes, etc. shall be considered as incidental to the project. The Contractor shall furnish all labor, materials, tools, and equipment required to adjust private utility structures to the finished elevations. If private utility structures are to be adjusted and/or relocated by their respective owners, then the Contractor shall be responsible for coordinating this work with the private utility owner as incidental to the project. Several YCUA adjustments are called out and are included in the contract as pay items.

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1. GENERAL

These Supplemental Specifications are supplements to the General Conditions and General Specifications. Where conflicts exist between the aforementioned Contract Documents, the conditions in the Supplemental Specifications shall govern.

2. LOCATION OF PROJECT

The project site is located in Ypsilanti Township at the northeast intersection of S Huron Drive and Schooner Cove Blvd. Work is proposed both on the North and South side Huron River Drive.

3. SCOPE OF PROJECT

The work to be done under this Contract includes the furnishing of all materials, equipment, and labor necessary to construct the proposed bus stop loading zone, storm improvements, HMA pathway, concrete sidewalk, and crosswalk as well as all necessary earthwork, cleaning and restoration in accordance with the plans and specifications.

4. CONSTRUCTION STANDARDS

It is the intention of these specifications to construct all work in accordance with applicable requirements of the Charter Township of Ypsilanti, the Washtenaw County Road Commission (WCRC), and the Michigan Department of Transportation, these specifications, and the plans referenced herein. Where there is a conflict between any of the aforementioned specifications and the permit requirements of the agency controlling the respective utility or rights-of-way, the more restrictive shall govern.

5. PROGRESS MEETINGS

During the life of the project bi-weekly progress meetings may be held to discuss the project status, potential construction problems, the schedule, and other items that may impact the progress of the work. This meeting shall be attended by the CONTRACTOR, any subcontractors whose work is in progress or will be started in the two weeks following the progress meeting, the ENGINEER and the OWNER. The date, place, and time of the first progress meeting will be set at the preconstruction meeting and subsequent meetings will follow every two weeks.

6. INCIDENTAL CONTRACT ITEMS

All items of work noted on the plans or in the specifications that are not specifically noted in the Bid Form as a pay item shall be considered included in the pay items provided for the construction of the project and shall be constructed at no extra cost to the OWNER.

7. PROJECT COORDINATION WITH OWNER & OTHER CONTRACTORS

The OWNER, utility companies, and commercial or private owners may have construction projects occurring within or adjacent to the project limits during the life of this Contract.

The CONTRACTOR shall coordinate his construction with all such projects that may be ongoing in the vicinity.

Also, where the CONTRACTOR's work affects the operation of the OWNER's utilities, the CONTRACTOR shall be responsible for coordinating his work with the OWNER. Contact Jeremy Ripley at 734-484-4600. The CONTRACTOR shall give at least 24 hours notice to the OWNER in order to schedule activities such as valve operation, hydrant operation, sewer and structure cleanout, etc. No claim for extra compensation or adjustments in Contract Unit Prices will be allowed on account of delay or failure of others to complete work scheduled.

#### 8. MINIMUM WAGE REQUIREMENTS

The OWNER has specific minimum wage requirements that are shown as follows: Appendix C.

#### 9. FEDERAL REQUIREMENTS

This project is being funded in part by the Federal Government. Therefore, it is mandatory that the CONTRACTOR be in compliance with the following Federal Requirements:

- A. Davis-Bacon Act, July 2, 1964 (Title 40, USC, 276A)
- B. Anti-Kickback Act (Title 18, USC 874)
- C. U.S. Department of Labor Regulations and Standards (Title 29, 1, 3 and 5)
- D. Equal Employment Opportunity Act, September 18, 1965 (Executive Order No. 11246)
- E. Federal Occupational Safety and Health Act of 1970
- F. Housing and Urban Development Act of 1968, Section 3, as amended, 12 USC, 1701u.

#### 10. FAIR EMPLOYMENT PRACTICES ACT

The CONTRACTOR agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment. The CONTRACTOR shall not discriminate with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin or ancestry, nor shall age or sex be a condition of employment except where based upon an occupational qualification. Breach of these covenants may be regarded as a material breach of this Contract.

#### 11. OBSERVATION OF CONSTRUCTION

All construction operations will require full time observation by the OWNER's representative. The CONTRACTOR must notify the ENGINEER at least three (3) working days (72 hours) prior to construction and no work shall be performed without the ENGINEER's presence or awareness. Contact the Construction Staffing Coordinator at (734) 522-6711 to schedule observation.

#### 12. HOURS OF WORK

Work may be performed during the hours of 8:00 a.m. to 7:00 p.m., Monday through Saturday only. Work at other times may be performed only by written permission of the OWNER.



### 13. TESTING & SAMPLING

The CONTRACTOR shall furnish all samples of materials necessary for tests as determined by the ENGINEER or the Construction Observer. All samples taken for analysis and tests shall be taken in such a manner as to be truly representative of the entire lot under test. The CONTRACTOR shall furnish such assistance and facilities as the ENGINEER may require for collecting, storing or curing samples. Where materials tests are to be performed by the manufacturer, the certificates of approval shall be submitted to the ENGINEER. The cost of all such testing by manufacturers shall be incidental to the project. Additional required tests on materials in place shall be made at the expense of the OWNER, unless otherwise stipulated.

The OWNER's Agent shall arrange for and furnish testing services as provided by an acceptable independent laboratory as part of this Contract. These services shall be as follows, in addition to the testing requirements noted in the General Conditions:

All concrete shall be slump and air tested, with cylinders taken (as noted above) in compliance with the current MDOT Standard Specifications for Construction.

There may be areas with uncompacted fill material or organic materials; as a result, all areas within the influence of proposed pavement shall be proof rolled as a minimum, to the satisfaction of the ENGINEER. Some testing may be required.

All aggregate base and pavement shall be tested for compaction. A reputable firm, approved by the ENGINEER shall extensively test all such areas with a nuclear densimeter. In addition, all utility crossings and the areas immediately adjacent to any structures in the pavement shall be specifically tested. Areas which fail shall be compacted further and retested. Failure to pass a second test shall be reason to undercut and refill the area, as directed by the ENGINEER, with careful attention to compaction.

### 14. STAKING

The ENGINEER will provide construction staking. The staking shall consist of horizontal and/or vertical control staking for pathway construction at 50-foot intervals. The CONTRACTOR is responsible for providing a written request for staking to the ENGINEER at least seventy-two (72) hours in advance of starting work. Staking requests should be emailed to the attention of the OHM Survey Department at [stakingrequests@ohm-advisors.com](mailto:stakingrequests@ohm-advisors.com). The CONTRACTOR shall carefully preserve all stakes set by the ENGINEER. In the case of willful or careless destruction, the ENGINEER shall provide the restaking and the CONTRACTOR shall be charged with the resulting expense and shall be responsible for delays and errors caused by unnecessary loss or disturbance of the stakes. The expense for restaking will be entered as a deduct on pay estimates and the resulting amount retained by the OWNER for payment of restaking.

### 15. STATION GRADING

A pay item for Station Grading is included on the Bid Form for this project.

This work shall be done in accordance with methods of roadway earthwork as described in Section 205 of the 2012 Michigan Department of Transportation Standard Specifications for Construction except as herein provided.

The work of Station Grading shall consist of all earthwork required to construct the roadway pavement, shoulders, and curb shown on the plans and typical cross sections. The work shall include the salvaging and stockpiling of selected materials, address brush, shrubline disposal, disposing of surplus or unsuitable material, furnishing, placing and compacting embankment materials, trimming the earth grade, compacting the subgrade, and maintaining the work in a finished condition until acceptance by the ENGINEER.

All suitable excavated material from the project, including undercut, shall be used as directed by the ENGINEER to construct embankments, backfill muckholes, or flatten slopes as incidental.

All surplus excavated and unsuitable or waste material not incorporated into the project shall become the property of and shall be disposed of by the CONTRACTOR as incidental. The CONTRACTOR shall follow federal, state and local regulations in the disposal of surplus materials.

After the earth grade has been constructed to the required grade, all stones and rocks more than three (3) inches in diameter, appearing on the surface, shall be removed.

The grading shall be so conducted as to avoid removing or loosening any material outside of the required slopes, and any such material which may be removed or loosened shall be replaced and thoroughly compacted to the required cross section.

In addition to the items as specified in the 2012 MDOT Standard Specifications for Construction, the following items are included:

- A. Strip topsoil within the grading limits (six (6) inch maximum depth).
- B. Clearing of brush and shrubs and the removal of trees less than six (6) inches in diameter.
- C. Backfilling behind the curb, and adjacent to drive approaches and drives.
- D. Removal or relocation of all signs within the grading limits for which no other Contract item applies.
- E. Removal of all other items which are identified as incidental and/or for which no other Contract item applies.
- F. Constructing new swales and ditches as directed in the field.
- G. Reconstruction/regrading/cleanout of existing drainage courses and ditches.

The CONTRACTOR is advised that he should perform his own earthwork calculations for the road construction work when preparing his bid price.

## 16. TRAFFIC MAINTENANCE & CONTROL

### A. General

During the course of construction, provisions must be made to maintain access for emergency vehicles at all times. Where possible and when directed by the ENGINEER, all streets must be left open to traffic at the end of each working day. Traffic maintenance and control as

defined in this section shall be considered as included in the unit bid prices or lump sum bid prices that are given in the Bid Form.

All work for maintaining traffic and control shall be in accordance with Section 812 of the 2012 MDOT Standard Specifications for Construction and the current edition of the Michigan Manual of Uniform Traffic Control Devices, (MMUTCD). The Contractor shall also comply with work zone sign requirements as described in Public Act 315 of 2003.

The CONTRACTOR shall conduct his operations and use of equipment in such a manner that traffic will be maintained throughout the entire length of the project. When conditions are such as to warrant variations from this requirement, the procedure to be followed shall be approved by the ENGINEER prior to such procedure being put into effect.

The CONTRACTOR shall furnish, erect and maintain all barricades, signs and lights as required according to the current edition of the MMUTCD. Flagmen shall also be provided by the CONTRACTOR as necessary to protect the vehicular and pedestrian traffic and the work within the work zone areas. CONTRACTOR shall be responsible for notifying concerned parties such as Police, Fire, and school officials if a road closure and/or detour will be in effect. The CONTRACTOR shall notify the same parties when the road has been reopened.

Once work on a particular utility is begun, the CONTRACTOR must continue his work to completion. The OWNER will not permit random movements of work operations among the project area that tend to confuse traffic patterns.

#### B. Provision for Local Traffic

During the progress of the work, the CONTRACTOR shall accommodate both local vehicular and pedestrian traffic along the roads.

Access to all residences and businesses shall be maintained except as noted on the plans or as directed by the ENGINEER.

The CONTRACTOR's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the Fire and Police Departments, the OWNER, Other, and Michigan Department of Transportation.

#### C. Existing Warning and Regulatory Signs

Wherever possible, all existing signs on this project are to be preserved and maintained as incidental to the project.

Where it is not possible to preserve existing traffic control signs and street name signs, they shall be removed, temporarily reset and maintained by the CONTRACTOR. Upon completion of the project, the CONTRACTOR will reset traffic control signs and street name signs in the proper position.

In cases where new signs are called for, they shall be placed in accordance with the requirements outlined elsewhere in the Contract Documents.

Any new or existing signs damaged by the CONTRACTOR shall be replaced in kind by him at no additional cost to the OWNER.

#### D. Lane Closures and Detours

Any lane closures or detours shall be approved by the OWNER and the appropriate governing agency, and shall meet their specifications and standards as well as those of the MMUTCD. Where there are conflicts, the more restrictive requirement shall apply. If any type of closure is to occur during twilight or darkness, proper lighting will be required.

#### E. Construction Signs and Barricades

Warning signs and barricade configurations shall meet the requirements of the WCRC, the OWNER, Ypsilanti Township, and the Michigan Department of Transportation.

The CONTRACTOR shall not begin any operation on the project until all required signs and barricades have been set.

All signs to be used during twilight or darkness shall be reflectorized, in good condition, with two continuous flashing lights.

The construction site shall at all times be maintained and left in a clean, neat, and safe condition, including any construction signing.

After working hours, signs that are not appropriate shall be covered and/or removed so that motorists will not be confused. The CONTRACTOR shall also remove and replace or cover (where practical) existing traffic signs that may conflict with the proposed construction.

### 17. LOAD RESTRICTIONS ON LOCAL STREETS

The CONTRACTOR shall not operate heavy trucks or equipment on any side street within the project area without permission from ENGINEER, the OWNER or appropriate governing agency.

### 18. UTILITIES

The location of public or private utilities shown on the plans is in accordance with mapping provided by the utility owners. No guarantee is given that the locations are absolutely accurate or that utilities other than those shown are not present.

For protection of underground utilities, the CONTRACTOR shall contact "Miss Dig" at 1-800-482-7171 a minimum of three (3) working days prior to excavating. This does not relieve the CONTRACTOR of the responsibility of notifying utility owners who may not be part of the "Miss Dig" alert system.

During the course of the construction, the CONTRACTOR will encounter both overhead and underground utilities. The names and phone numbers of the utility company representatives are shown as follows:

UTILITY	OWNER	NAME & PHONE NUMBER
Electric	Detroit Edison	Clay Combee (734) 397-4338
Telephone	AT&T	Andy Johnson (734) 216-8091
Gas	Mich Con	Laurie Forrester (313) 389-7261
Cable	Comcast	Raymond Labeau (734) 216-8091
Water & Sanitary Sewer	YCUA	Scott Westover (734) 484-4600

Utility relocation work IS NOT expected to be necessary for this project.

The electric, gas and telephone public utilities have been notified of existing underground utilities and utility poles that are within the construction limits. Those utilities in conflict with the proposed construction will be relocated by the utility OWNER. The CONTRACTOR shall cooperate with utility company forces to minimize project delays.

In the event that utilities are encountered which require relocation, it shall be the CONTRACTOR's responsibility to arrange for and schedule the relocation of the affected utilities with the owners.

No additional compensation will be paid for delays due to the encountering of existing utilities that are or are not shown on the plans.

Work stoppages by employees of utility companies or any occurrence which results in a delay in utility relocations on this project may be considered as a basis for a claim for an extension of the time of completion, but will not be considered as a basis for a claim for extra compensation or an adjustment in Contract Unit Prices. The amount of any such time extension will be based upon the amount of delay actually experienced as a result of the utility relocation delay.

#### 19. EMERGENCY REPAIR

When the CONTRACTOR is not actively performing work on a particular construction site, situations of an emergency nature may arise as a result of uncompleted work. Such situations may affect, directly or indirectly, public and/or private property, and may ultimately affect

the health, safety, and welfare of individuals or the general public. The intent of this article is to provide a procedure to eliminate these problems as they occur. While these problem situations can and do readily develop as emergencies, the ENGINEER shall direct field-related operations and require immediate efforts by the CONTRACTOR to remedy the deficiency in a method of his choosing because of his expertise in the field, time being of the essence. The correction of the “emergency” which may arise when no activity exists on the construction site shall be handled in the following manner:

- A. The ENGINEER shall observe the site, take any necessary photographs and/or prepare any necessary sketches of conditions at the site to determine that the situation constitutes an emergency.
- B. The ENGINEER then has three alternative sources of manpower and equipment to be selected to remedy the emergency situation in the following order:
  - 1. The CONTRACTOR under Contract with the OWNER to perform all work on the site location in question;
  - 2. YCUA;
  - 3. An independent CONTRACTOR designated by the OWNER.

Since the nature and extent of most unfinished work on a particular construction site is well known by both the ENGINEER’s authorized agent and the CONTRACTOR at the time of declaring such an “emergency situation” as set forth herein before; the CONTRACTOR under Contract to the OWNER for the particular project would be the first party notified and would be expected to respond immediately with necessary manpower and equipment to remedy the problem.

If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the ENGINEER, then the CONTRACTOR shall be judged to have waived his rights to physically correct the problem, but not his obligations to pay for such a physical correction or damages resulting there from. The ENGINEER shall then contact YCUA for their assistance in correcting the “emergency situation”. Where existing commitments by YCUA prohibit their immediate response to the request by the ENGINEER, the ENGINEER shall finally direct that corrective measures be performed by the independent contractor previously contacted by the OWNER to perform such emergency work when so directed.

Since the cost for all remedial work undertaken by the CONTRACTOR on this project shall be borne by the CONTRACTOR and it is necessary to engage the services of YCUA or an independent contractor, then all costs incurred would be deducted from monies due and payable to the CONTRACTOR on the particular project as set forth on any ensuing regular job estimates.

Typical costs which will be deducted from Contract monies due would be:

- A. Payroll wages
- B. Material bills
- C. Equipment rental (Detroit area rates) and moving costs

D. 15% profit and overhead for independent contractor

E. 10% administrative costs

F. Observation costs

## 20. USE OF WATER

CONTRACTOR shall not make a connection to any fire hydrant without first obtaining the necessary permit (meter). The CONTRACTOR shall be charged for all water used.

## 21. ASPHALT AND PAVEMENT CONSTRUCTION

Asphalt and concrete pavements shall be constructed in accordance with the 2012 MDOT Standard Specifications for Construction unless otherwise indicated in the Supplemental Specifications, Appendix, plan notes, or plan details.

## 22. MAIL/NEWSPAPER BOXES

The CONTRACTOR shall remove mailboxes that may conflict with the new construction and replace to their original location in accordance with requirements of the U.S. Post Office. Any mailbox or post not indicated on the plans for removal or replacement that is damaged by the CONTRACTOR's operations shall be replaced in kind by the CONTRACTOR at no additional charge to the OWNER. If temporary street closures or construction activities occur which prohibit delivery of mail by the postal department, then alternate provisions for mail delivery shall be provided by the CONTRACTOR and approved by the OWNER, also at no additional charge to the OWNER.

## 23. AUDIO-VIDEO RECORDINGS

The CONTRACTOR shall conduct an Audio Video route survey in accordance with the specifications. The extents of this survey shall include the full right of way for the entire project area. The audio video survey shall include detailed descriptions of conditions and locations of all existing pavements, locations with poor drainage (e.g. standing water), trees, appurtenances, and other structures within 30 ft of the project area. See Digital Recorded Video Survey under Technical Specification DV 1-4.

## 24. TEMPORARY SIDEWALK CLOSURE SIGNAGE AND TEMPORARY REROUTING

The CONTRACTOR shall use maintenance aggregate, or approved similar by the ENGINEER, to direct pedestrians along the northern side of North Huron Drive while the proposed approach and sidewalk ramp are being constructed. Once construction of the approach and ramp is finished, the CONTRACTOR shall re-direct pedestrians to the southern side of North Huron Drive while the proposed bus pad and proposed pathway is being constructed.

## **Appendices**



Required Bid and Contract Documents  
Washtenaw County Community Development Block Grant (CDBG) Program  
Public Infrastructure and Facilities Improvement Projects

This is a Federally funded project. The contractor and subcontractors must comply with HUD procurement provisions in CFR 24 Part 85.36, Equal Employment Opportunity requirements, the Copeland “Anti-Kickback” Act, the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Section 3 of the Housing and Urban Development Act and other requirements as set forth in the bid documents. Minority and Women Owned Business Enterprises and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

Enclosed is a set of documents related to compliance with Federal and local requirements concerning public infrastructure and facilities improvement projects under Washtenaw County’s Community Development Block Grant (CDBG) program:

1. Federal Contract Provisions
2. Federal Labor Standards Provisions
3. Equal Opportunity
  - a. Equal Opportunity Clause
  - b. Standard Federal Equal Employment Opportunity Construction Contract Specifications
  - c. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
4. Section 3
  - a. Section 3 Clause
  - b. Washtenaw County Section 3 Contractor List
  - c. Section 3 Definitions
  - d. Washtenaw County Section 3 Fact Sheet, Business Certification & Reporting Instructions
5. Required Contractor Documents
  - a. Section 3 Plan Information Sheet
  - b. Sub-Contractor Information Sheet
  - c. Wage Requirement Data Sheet
  - d. Equal Employment Opportunity Poster
  - e. Employee Rights Under the Davis-Bacon Act Poster
  - f. Certified Payroll
  - g. Payroll Deduction Authorization for “Other Deductions” on Certified Payroll
  - h. Waiver of Lien
  - i. Full Unconditional Waiver
  - j. Sworn Statement
  - k. Section 3 Summary Report
6. Project Wage Decision

## **Appendix A**

1A – Federal Contract Provisions

2A – Federal Labor Standards Provisions

3A – Equal Opportunities

## **Appendix B**

Section 3

## **Appendix C**

Required Contractor Documents

## **Appendix D**

Project Wage Decision

## **Appendix A**

1A – Federal Contract Provisions

2A – Federal Labor Standards Provisions

3A – Equal Opportunity

## 1A – Federal Contract Provisions

## Federal Contract Provisions

1. Contracts other than small purchases shall contain administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts in excess of \$10,000 shall contain suitable provision for termination for cause and for convenience by the grantee, including the manner by which it will be effected and the basis for settlement.
3. All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
4. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
5. All construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5).
7. The contract shall include notice of requirements and regulations pertaining to reporting and patent rights respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.
8. All negotiated contracts awarded by grantees shall include a provision to the effect the grantee, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

9. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
  
10. Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329).
  
11. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

## 2A – Federal Labor Standards Provisions

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part



of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## 3A – Equal Opportunity

EQUAL OPPORTUNITY CLAUSE  
Executive Order 11246, as amended: 41 CFR Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS  
(Executive Order 11246: 41 CFR Part 60.4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has



employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
Executive Order 11246: 41CFR Part 60-2

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<b>Time- tables</b>	<b>Goals for minority participation for each trade</b>	<b>Goals for female participation in each trade</b>
	8.5%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

# **Appendix B**

## Section 3

SECTION 3 CLAUSE  
24 CFR Part 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**Washtenaw County OCED Approved Section 3 Contractors**

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>Zip Code</b>	<b>Contact</b>	<b>Phone</b>	<b>Type</b>
Section 3						
A.H. Construction, LLC	5417 Daytona	Ypsilanti	48197	Ali Huwio	734-481-1983	Housing Rehab, Roofing, Siding
All-Temp Heating & Cooling, Inc.	1262 Clarita	Ypsilanti	48198	Dan Sword	734-483-8598	HVAC
Huddleston Group & Associates, LLC	3961 Hillside Drive	Ypsilanti	48197	Guy Huddleston	313-586-3994	HVAC, Housing Rehab
LaSant Building. Inc.	7754 Hidden Ridge Lane	Northville	48168	Danielle Bass	248-486-6868	Housing Rehab, Excavation
Saladino Construction Company Inc.	3303 W. North Territorial Rd.	Ann Arbor	48105	Zina Saladino	734-665-5913	Paving Concrete
Stephen B. St. Clair, Inc	10150 Burmeister Rd	Manchester	48158	Stephen B. St.Clair	734-320-2050	Housing Rehab

Date: as of 7/10/2019



## Contractor Email List

### Instructions:

1. Click on the combined list of emails under Complete List.
2. Hold the Ctrl key and hit the C key to copy the list to the clipboard.
3. Open up a new email message or run a report and Export using the Microsoft Mail option
4. Click on the To: box
5. Hold the Ctrl key and hit the V key to paste the list into the To: box.
6. Type your message and send it.

### Section 3 Contractors

#### Complete List

alihuwio@sbcglobal.net; UgMug@aol.com; saladinoco@aol.com; office@lasantbuilding.com; hudconstruction@att.net; dsword7373@sbcglobal.net

#### Itemized List

Company Name	Email Address
A.H. Construction, LLC	alihuwio@sbcglobal.net
All-Temp Heating & Cooling, Inc.	dsword7373@sbcglobal.net
Huddleston Group & Associates, LLC	hudconstruction@att.net
LaSant Building. Inc.	office@lasantbuilding.com
Saladino Construction Company Inc.	saladinoco@aol.com
Stephen B. St. Clair, Inc	UgMug@aol.com

## SECTION 3 DEFINITIONS

### "SECTION 3 RESIDENT" MEANS:

1. A public housing resident who resides in the metropolitan area\* (Washtenaw County) or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person; or
2. An individual who resides in the metropolitan area\* (Washtenaw County) or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

### 2019 LOW-INCOME LIMITS FOR WASHTENAW COUNTY

Family Size: Number in Household	Household Income (less than)
<input type="checkbox"/> 1 PERSON	\$52,850
<input type="checkbox"/> 2 PERSON	\$60,400
<input type="checkbox"/> 3 PERSON	\$67,950
<input type="checkbox"/> 4 PERSON	\$75,500
<input type="checkbox"/> 5 PERSON	\$81,550
<input type="checkbox"/> 6 PERSON	\$87,600
<input type="checkbox"/> 7 PERSON	\$93,650
<input type="checkbox"/> 8 PERSON	\$99,700

### "NEW HIRE" MEANS:

A person who is not on the contractor's payroll at the time of selection for the Section 3 award.

### SECTION 3 BUSINESS DEFINED

A Section 3 Business concern is a business:

1. That is **51 % or more owned** by a Section 3 Washtenaw County resident(s) and have total household incomes less than the income limits in the above table based on the number of persons in the family; or
2. Whose **permanent, full-time employees** include persons, at **least 30 %** of whom are currently Section 3 Washtenaw County residents and have total household incomes less than the income limits in the above table based on the number of persons in the family; or
3. That provide evidence of a commitment to subcontract in excess of 25 % of the total dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (1) or (2) above. Contractors must complete three Section 3 covered projects with Washtenaw County and successfully meet the requirements for Section 3 for those three projects in order to apply for Section 3 Business Concern status under this option with Washtenaw County.

\*=Washtenaw County is located in the Ann Arbor Metropolitan Statistical Area, which is entirely comprised of Washtenaw County (per U.S. President's Office of Management and Budget)

- A person seeking the training or employment preference; or a business seeking the preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for that preference.

**A. PURPOSE**

The purpose of Section 3 is to ensure that employment and other economic opportunities created by HUD assistance to construction and rehabilitation projects is directed to low-income persons.

**B. SECTION 3 COVERED PROJECT OR CONSTRUCTION CONTRACT CRITERIA**

A Section 3 covered project is one that meets the Section 3 threshold level that is, a Project exceeds \$200,000 in Federal assistance for housing construction, reconstruction, conversion, rehabilitation or public construction.

A Section 3 covered construction contract applies to contractors and subcontractors when any *contract or subcontract* exceeds \$100,000 for housing construction, reconstruction, conversion, rehabilitation or public construction.

**C. REQUIRED COMPLIANCE GOALS**

1. Employment - 30% of the aggregate number of new hires for a covered project will be low income persons (A low income person is defined as having a family income less than 80% of the HUD established median income for Washtenaw County as found in the Section 3 Resident Income Verification Form.).
2. Contracting - Award at least 10% of the total dollar amount for building trades work related to the project and at least 3 % of all other covered contracts to Section 3 businesses.

**D. SECTION 3 STRATEGY OR PLAN REQUIREMENT**

Prior to or at the time of the contract signing between owner/developer and the contractor for the work on this project, the contractor is required to develop and complete with owner/developer, a Section 3 strategy or plan with final approval of the Section 3 strategy or plan by the Washtenaw County/City of Ann Arbor Office of Community and Economic Development (OCED). The Section 3 Plan must include, but not be limited to, the following, all per the requirements of Section 3:

1. Section 3 contracting goals for the construction contract and other contracts on the project;
2. Section 3 employment and training goals for the project;
3. Outreach to solicit Washtenaw County Section 3 Business Concerns;
4. Outreach to solicit Section 3 Washtenaw County Residents;
5. Project neighborhood area for the project;
6. Section 3 coordinator.

OCED has a template or model Section 3 Plan/Strategy available that you may use for the development of the Section 3 strategy or plan for the project. OCED also has a list of certified Washtenaw County Section 3 Business Concerns.

**D. SECTION 3 BUSINESS CERTIFICATION APPLICATIONS:**

Applications for Section 3 Business Certification may be obtained from the *Washtenaw County OCED, 415 W. Michigan Ave., Suite 2200, P.O. Box 915, Ypsilanti, MI 48197.*

**APPLICATION PROCESS:**

To be considered for certification as a Section 3 Business Concern, a business must complete the *Section 3 Clause, submit the appropriate Section 3 Business Certification Forms and provide all required supporting documentation.*

**1. (Category 1) Business Ownership:**

- Ø When a qualified Section 3 Resident is the primary owner having 51% or more ownership he/she (or, if less than 51%, holds the greatest percentage of ownership) must complete the Section 3 Business Certification Form (51% Section 3 Resident Ownership) form. This category was created by HUD for business concerns that are primarily owned by a person(s) that meet the HUD definition of being low income.
- Ø If there are two or more Section 3 Resident owners that together own 51% or more of the business, each additional owner (not having majority ownership) must complete the Section 3 Resident Income Verification Form (Section 3 Business Certification).

**2. (Category 2) Percentage of Employees Criteria:**

- Ø A business having at least 30% permanent, full time Section 3 Residents on the payroll completes the Section 3 Business Certification Form (30% Section 3 Resident Employment). At least 30% of permanent, full

time employees must be Section 3 Residents or within three (3) years of the date of first employment with the business were Section 3 Residents.

- θ A Section 3 Resident Income Verification Form (Section 3 Business Certification) must be completed by each Section 3 Resident employee as evidence that each individual meets the HUD definition of a Section 3 Resident.

E. DOCUMENTATION:

- θ The following completed forms are required for certification:
  - Section 3 - 51% or 30% Business Certification Application;
  - Section 3 Clause;
  - Register with the Office of Community and Economic Development to become an approved contractor and/or subcontractor;
  - Submit Articles of Incorporation with State of Michigan Seal;
  - Submit Ownership or Partnership Agreement(s) or if applicable, Notarized Affidavit or Secretary of State Certification to confirm that applicant(s) is or are the major shareholder(s)/owner(s);
  - Submit Capacity evaluation: demonstration of business experience, i.e., list at least 10 previous jobs, existing jobs and 3 current references;
  - Submit Largest Contract Award verification;
  - If 51% Section 3 Resident Ownership; Submit Most Recent IRS Tax Statement (Individual(s) and Corporate or if a Sole Proprietor Submit IRS 1040 with Schedule C to confirm income.
  - Submit Identification (i.e. Passport, Drivers License)
  - Workers Compensation Certificate

F. CERTIFICATION:

- a. The Section 3 Business Certification Letter will be issued to acknowledge that a business has met the criteria established by the HUD Act of 1968, 24 CFR PART 135 - Section 3.
  - The business shall be listed in the Section 3 Washtenaw County/City of Ann Arbor OCED Business Directory provided the business also completes a contractor or sub-contractor application (as applicable) to be an approved contractor/sub-contractor with Washtenaw County/City of Ann Arbor OCED. Alternatively, the contractor/sub-contractor could choose to be a Section 3 business concern for only the project.

G. REPORTING RESPONSIBILITIES (*Transmit reports via Email or as hard copies to address below*)

During the life of the project these forms are collected by the Owner/Developer, checked for accuracy and completeness and submitted with the Request for Reimbursement to the Washtenaw County/City of Ann Arbor Office of Community and Economic Development (OCED) . If there is no disbursement request within a quarter, submit the report to the Compliance Officer no less than quarterly.

SECTION 3 CLAUSE ACKNOWLEDGEMENT FORM

1. Owner/Developer completes Section 3 Clause Acknowledgement Form (Submit once during life of project). The Section 3 Clause is required in every Section 3 covered contract and stipulates Section 3 applicability and requirements.
2. Covered Contractor/Subcontractor completes Section 3 Clause Acknowledgement Form (Submit once during life of project). The Section 3 Clause is required in every Section 3 covered contract and stipulates Section 3 applicability and requirements.

PERMANENT EMPLOYEE LISTING

1. Owner/Developer provides a complete list of permanent employees, including name and job category.
2. Covered Contractor/Subcontractor provides a complete list of permanent employees, including name and job category.

SECTION 3 SUMMARY REPORT FORM (HUD FORM 60002)

1. Owner/Developer completes the Section 3 Summary Report Form to account for all construction Contractors and subcontractors and businesses providing other services working on the project.
2. Covered Contractor/Subcontractor completes the Section 3 Summary Report Form to report all new hires for the covered project and the construction contracts and subcontracts with Section 3 Business Concerns. Contractor/subcontractor provides all *Section 3 Resident New Hires* the *Section 3 Income Verification Form* for completion and signature and proof of residency.

Transmit Documents to:

Terry R. Brinkman

Office of Community and Economic Development: 415 W. Michigan Ave., Suite 2200, P.O. Box 915, Ypsilanti, MI 48197, Phone: (734) 544-2985,

Email: [brinkmat@ewashtenaw.org](mailto:brinkmat@ewashtenaw.org)

## **Appendix C**

### Required Contractor Documents

**Section 3 Plan Information Sheet**  
**Complete all items highlighted in Gray**  
**For [Project Name and Address]**

Name of General Contractor: \_\_\_\_\_

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

Primary Contact \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

**Goals**

**Contracting:**

To demonstrate compliance with Section 3 regulations, it is desirous to award at least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work.

Dollar amount of the construction contract [this is your total bid amount]: \_\_\_\_\_

10% of the total contract is [this is 10% of your total bid amount]: \_\_\_\_\_

These goals are affirmed:      Initials: (General Contractor) \_\_\_\_\_

If we do not feel it is feasible to meet the minimum goals set forth above, we will be prepared to demonstrate why it was not possible. We understand failure to follow our Section 3 Plan could result in the Secretary of Housing and Urban Development (“HUD”) finding us non-compliant with the Section 3 regulations.

**Employment and Training:**

\_\_\_\_\_ [insert contractor name here] (the contractor) and all subcontractors will follow the requirements outlined in *Housing and Urban Development Act of 1968 Section 3 Plan for Washtenaw County/City of Ann Arbor Office of Community Development* (Dated June 2010) (County/City OCED Section 3 Plan). The contractor must complete certifications acknowledging the Section 3 contracting and employment provisions required by the County/City OCED Plan. Such certifications shall be adequately supported with appropriate documentation as referenced in the form. The required forms are attached as Attachments 1-17 at the end of this document [to be attached with the final version of the Section 3 Plan]. As part of the submittal of the Section 3 Resident Application Form (Attachment 5), each applicant must submit a copy of their PHA/IHA Residential lease less than 3 years from day of employment (if PHA/IHA resident), or most recent individual IRS Tax Statement or any other documentation for proof of household income as requested by OCED. All applicants will be required to submit copies of their identification (i.e. Passport, Drivers License) that includes their current residential address.

## **Public Agency, Covered Contractors and Covered Subcontractors**

To meet the contracting and employment requirements of Section 3, the following minimum steps must be taken by the Public Agency, covered contractor and covered subcontractor:

1. Obtain a list of certified Section 3 business concerns from OCED.
2. Attend all pre-bid and pre-construction conferences to obtain information about the Section 3 program requirements.
3. Solicit at least 3 bids from the OCED list of Section 3 business concerns. If such list has fewer than three (3) qualified businesses, then the contractor/subcontractor must contact the entire list.
4. Provide plans and specifications or information regarding the location of plans to Section 3 business concerns.
5. Attempt to the greatest extent feasible to meet the following project contracting and employment goals:
  - o 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction will be awarded to qualifying Section 3 business concerns for this project.
  - o At least 3% of the total dollar amount of all other Section 3 covered contracts (i.e. architect, appraisal, etc.) will be awarded to qualifying Section 3 business concerns for this project.
  - o The goal of employment in Section 3 covered contracts is 30% of the aggregate number of new hires in any fiscal year will be Section 3 residents for this project.

Goals apply to all construction costs of the project, not just the amount of HUD financial assistance.

Records must be maintained on goals reached, and efforts/actions taken to reach goals. If goals are not met, a description of impediments encountered despite actions taken must be included. Reporting of such efforts/actions must be made to the OCED on forms supplied by the OCED.

### **Contractor's Requirements in Employing Section 3 Participants**

Under the OCED Section 3 Program, contractors and subcontractors are required to:

Provide employment opportunities to Section 3 residents/participants in the priority order listed below:

- A. Category 1 – Section 3 Resident
  - o Residents of the housing development or development for which the contract shall be expended.
- B. Category 2 – Section 3 Resident
  - o Section 8 residents as well as all other Washtenaw County residents residing in the vicinity of the project who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits for Ann Arbor Metropolitan Statistical Area).
- C. Category 3 – Section 3 Resident
  - o Participants in HUD Youth build program being carried out in the project boundary area.
- D. Category 4 – Section 3 Resident
  - o Section 8 residents as well as all other residents residing in Washtenaw County who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits for Ann Arbor Metropolitan Statistical Area).

To demonstrate compliance with Section 3 regulations, it is desirous to employ Section 3 residents as 30 percent of the aggregate number of new hires, and to provide training to those new hires. We agree to provide information regarding existing employees and hiring needs as a part of this plan.

A concerted effort will be made to meet the goals in this plan. If the goals are not met, we agree to provide an explanation of challenges in meeting the goals described in this plan, and documentation of our efforts to reach these goals.

## **Outreach**

We are committed to conduct an aggressive outreach campaign to make Section 3 Businesses and Section 3 Residents aware of contracting and employment opportunities in connection with this Section 3 Covered Project. Efforts will include, but not be limited to [Review the following, make changes if you would like or you can go with the following strategies. You are required to do the third bulleted item below – contacting all the approved Section 3 businesses as relevant to the project]:

- Publication of opportunities in the Washtenaw County Press or other local newspapers.
- Publication of opportunities with Michigan Works.
- Inviting Section 3 business concerns that have been certified by the Washtenaw County/City of Ann Arbor Office of Community and Economic Development (OCED) to relevant bidding opportunities.
- Use of signage at the project site and flyers posted in the neighborhood and surrounding areas.
- Notification to the Ann Arbor Housing Commission, Barrier Busters, Washtenaw Housing Alliance, and Washtenaw County Continuum of Care, and other appropriate organizations.
- Notification of potential bidding opportunities, training or employment opportunities to Neighborhood and Non-profits groups servicing low-income persons.
- Communicate opportunities to contractor and trade organizations, employment agencies and career centers.

It is not required to include all of these methods in a Section 3 implementation strategy. However, a robust strategy that makes a good faith effort to meet the objectives stated in this plan is expected. Washtenaw County/City of Ann Arbor Office of Community and Economic Development reserves the right to request documentation of efforts made (e.g. proof of advertisement in local newspapers, flyers, and other modes of communications) in order to meet Section 3 goals at any time.

## **Section 3 Coordinator**

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

Contact information: \_\_\_\_\_

This person will serve as the main point of contact for all Section 3 related issues on behalf of general contractor, and subcontractors.



**Estimated Workforce Needed for Section 3 Covered Project (Prime/General Contractor) to be included as Attachment 3 in the final Section 3 Plan**

<b>Name of Company</b>	
<b>Project Name</b>	
<b>Period Covered</b>	
<b>Date Submitted</b>	

<b>Job Category</b>	<b>Total Estimated Positions Needed for Project</b>	<b>Number of Positions Occupied by Permanent Employees</b>	<b>Number of Positions to be Filled with Section 3 Residents</b>

**If no new job opportunities will be available during this project, state the reason below:**

## **Reporting**

We agree to provide Washtenaw County/City of Ann Arbor Office of Community and Economic Development the following documentation after the Section 3 qualified project is substantially completed, and will freely submit this information at any time if requested by OCED.

- Washtenaw County/City of Ann Arbor Office of Community and Economic Development Section 3 Summary Report
- Contract and Subcontract Activity Report
- The contractor will present a list, to the Section 3 Coordinator, of the number of subcontracting and/or employment opportunities expected to be generated from the contract.
- All the applicable required forms to meet Section 3 Requirements, including, but not limited to the forms found in Attachments 1-17 of this document [to be inserted as attachments in final version of Section 3 Plan].

## **General Statement**

as the Public Agency, and \_\_\_\_\_, as the general contractor are committed to comply with the Section 3 act, the Section 3 regulations, and Washtenaw County/City of Ann Arbor Office of Community and Economic Development (MSHDA) Section 3 Guidelines. It is our desire to work together to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to Section 3 companies, and to provide employment and training to Section 3 residents. We commit to include the Section 3 clause in the construction contract and all subcontracts. All subcontractors interested in submitting bids for contracts will be informed of the Section 3 requirements and goals. We agree to provide Washtenaw County/City of Ann Arbor Office of Community and Economic Development (OCED) with copies of all bids received in response to the invitation to bid and copies of all contracts awarded in excess of \$100,000.00.

### **General Contractor:**

\_\_\_\_\_

(Print/type name of organization)

By: \_\_\_\_\_ [signature required]

\_\_\_\_\_

(Print/type name and title)

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

The contents of this Draft Section 3 Plan will be inserted into the final Section 3 Plan, which will include Attachments 1-17.

## SUB-CONTRACTOR INFORMATION SHEET

<b>Project:</b>	<b>Phone:</b>
<b>General Contractor (Name of Company) &amp; Federal Identification Number &amp; Race of Owner and WBE Status of Owner(s):</b>	<b>Address:</b>

Sub-Company Name/Federal Identification Number/Street Address/City/State/Zip	Contact Person	Phone	Work Done	Sub- Contract Amount	Paid (Y) (N)
				<b>MBE/WBE?</b>	<b>Race</b>
				<b>MBE/WBE?</b>	<b>Race</b>
				<b>MBE/WBE?</b>	<b>Race</b>
				<b>MBE/WBE?</b>	<b>Race</b>

Attach additional sheet(s) if necessary

# WAGE REQUIREMENT DATA SHEET

(Please submit before starting work on job)

PROJECT NAME: _____ PROJECT NO: _____ PROJECT LOCATION: _____ _____ COUNTY/STATE: _____	SUBCONTRACTOR'S NAME AND ADDRESS: _____ _____ _____ PHONE NO: _____ IRS NO: _____
--	--

WAGE DECISION USED FOR THIS PROJECT: MI _____ MODIFICATION _____ DATE _____
---

<b>CONTRACT DATA</b>  WORK TO BE PERFORMED: _____ (Be Specific) CONTRACT AMOUNT: \$ _____ AWARD DATE: _____ START DATE: _____
---

<b>PRECONSTRUCTION STATEMENT</b>  <input type="checkbox"/> <input type="checkbox"/> I/We have received a copy of the applicable wage rates for the above named project Yes No <input type="checkbox"/> <input type="checkbox"/> I/We have read and understand the information contained in the "Labor Standards: Instructions for Subcontractors" packet Yes No
--

<b>SUBCONTRACTOR'S CERTIFICATION STATEMENT</b>  The name, title and address of the owner, partners or officers of the undersigned are:  <table style="width: 100%; border: none;"><tr><td style="text-align: center; width: 33%;"><u>Name</u></td><td style="text-align: center; width: 33%;"><u>Title</u></td><td style="text-align: center; width: 33%;"><u>Address</u></td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></table>	<u>Name</u>	<u>Title</u>	<u>Address</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____
<u>Name</u>	<u>Title</u>	<u>Address</u>										
_____	_____	_____										
_____	_____	_____										
_____	_____	_____										

<b>PAYROLL AUTHORIZATION STATEMENT</b>  The following person(s) is/are hereby authorized to complete and sign all payroll forms (WH-347) submitted for the above named project  <table style="width: 100%; border: none;"><tr><td style="width: 50%; text-align: center;">_____</td><td style="width: 5%; text-align: center;">X</td><td style="width: 45%; text-align: center;">_____</td></tr><tr><td style="text-align: center;">(Print name and title)</td><td></td><td style="text-align: center;">(prove sample of signature)</td></tr><tr><td style="width: 50%; text-align: center;">_____</td><td style="width: 5%; text-align: center;">X</td><td style="width: 45%; text-align: center;">_____</td></tr><tr><td style="text-align: center;">(Print name and title)</td><td></td><td style="text-align: center;">(prove sample of signature)</td></tr></table>	_____	X	_____	(Print name and title)		(prove sample of signature)	_____	X	_____	(Print name and title)		(prove sample of signature)
_____	X	_____										
(Print name and title)		(prove sample of signature)										
_____	X	_____										
(Print name and title)		(prove sample of signature)										

THE WILLFUL FALSIFICATION OF THE ABOVE STATEMENTS MAY SUBJECT THE SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1010 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.

	_____ (Print name of subcontractor)
Date: _____	By: X _____
<input type="checkbox"/> Check box if additional sheet is attached	Its: _____

**FRINGE BENEFITS STATEMENT**

The following are the basic hourly rate and fringe benefits paid to our employees, and where the fringe benefits payments are made:

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$ _____
	(list) _____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$ _____
	(list) _____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$ _____
	(list) _____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____

TRADE _____	Union Name/Local _____
Basic Hourly rate: _____	Fringe Benefits _____ \$ _____
	(list) _____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____

**CERTIFICATION**

The undersigned certifies compliance with all Labor Standards and Prevailing Wage requirements

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

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

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**



# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### **SOBRETIEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### **PAGO APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1235-0008  
Expires: 04/30/2021

NAME OF CONTRACTOR		OR SUBCONTRACTOR		ADDRESS																	
PAYROLL NO.		FOR WEEK ENDING			PROJECT AND LOCATION						PROJECT OR CONTRACT NO.										
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS				
			O																		
			S																		
			O																		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_;  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
----------------	-----------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**WAGE DEDUCTION AUTHORIZATION FOR  
FEDERAL ASSISTED PROJECTS  
DEDUCTION APPROVAL/"OTHER" DEDUCTION FORM**

*This form must accompany the first certified payroll on which deduction appears. Submit form only once unless revisions are necessary.*

**Project Name:** \_\_\_\_\_ **Project Number:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

Title 29, Part 3 of the Code of Federal Regulations provides for "anti-kickback" regulations as governed by the Copeland Act. The contractor shall comply with the requirements incorporated by reference in the project contract.

Payments for the benefit of employees, their families and dependents are permitted on federally assisted projects as long as the deduction is a) Not otherwise prohibited by law; b) Voluntarily consented to by the employee, in writing, and in advance of the period in which the work is to be done; and c) Such consent is not a condition either for the obtaining of, or the continuation of employment.

**EMPLOYEE CONSENT TO WAGE DEDUCTION**

I, \_\_\_\_\_, authorize the deduction(s) listed below from my wages:  
(print name)

Purpose of Deduction	Amount	Frequency (Hr/Wk/Mo)	Time Frame (From-To)
<u>Insurance Payments</u> _____	\$ _____	_____	_____
<u>401K/Retirement Payments</u> _____	\$ _____	_____	_____
<u>Friend of the Court/Child Sup</u> _____	\$ _____	_____	_____
<u>Union Dues</u> _____	\$ _____	_____	_____
<u>Cell Phone Payments</u> _____	\$ _____	_____	_____
<u>Vehicle/Mileage</u> _____	\$ _____	_____	_____
<u>Pay Advances</u> _____	\$ _____	_____	_____
<u>Tools/Equipment</u> _____	\$ _____	_____	_____
<u>Loans</u> _____	\$ _____	_____	_____
<u>Other:</u> _____	\$ _____	_____	_____
<u>Other:</u> _____	\$ _____	_____	_____
<u>Other:</u> _____	\$ _____	_____	_____

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Last 4 digits of Social Security #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

**Waiver of Lien**

My/our contract with: \_\_\_\_\_ to

provide \_\_\_\_\_ for the improvement

to: \_\_\_\_\_

**(Check One)**

**Partial Conditional**

I hereby waive my/our construction lien to the amount \$ \_\_\_\_\_ for labor/materials provided. This waiver, together with all previous waivers, if any, does not cover amounts due to me/us for the contract improvement provided.

This waiver is conditioned on actual payment of \$ \_\_\_\_\_.

**Partial Unconditional**

Having been fully paid and satisfied, hereby waive my/our construction lien to the amount of \$ \_\_\_\_\_ for the labor/materials provided through \_\_\_\_\_. This waiver, together with all previous waivers, if any, does/does not cover all amounts due to me/us for contract improvement provided through the date shown above.

**Full Conditional**

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

This waiver is conditioned on the actual payment of \$ \_\_\_\_\_.

**Full Unconditional**

Having been fully paid and satisfied, all my/our construction lien rights against such property are hereby waived and released.

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

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**DO NOT SIGN BLANK FORM**

**FULL UNCONDITIONAL WAIVER**

My/our contract with \_\_\_\_\_ to provide  
\_\_\_\_\_ for the improvement of the property described as  
\_\_\_\_\_  
\_\_\_\_\_ having been  
fully paid and satisfied, all my/our construction lien rights against such property  
are hereby waived and released.

\_\_\_\_\_  
(Printed Name of Lien Claimant)

\_\_\_\_\_  
(Signature of lien claimant)

Signed on: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

## SWORN STATEMENT

State of Michigan

} §

County of Washtenaw

\_\_\_\_\_, being duly sworn, states the following:

is the (contractor)(subcontractor) for an improvement to the following real property in Washtenaw

County, Michigan, described as follows: \_\_\_\_\_

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the **(contractor)(subcontractor)** has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name, Address & Phone Number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete (optional)	Amount of Laborer Wages Due but Unpaid	Amount of Fringe Benefits and Withholdings Due But Unpaid
Totals							

(Some columns may not be applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.\*

I make this statement as the (contractor)(subcontractor) or as of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1 109.

**WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

**IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY. TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.**

\_\_\_\_\_  
Dependent Printed Name

\_\_\_\_\_  
Dependent Signature

**WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.**

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan

My Commission Expires:  
\_\_\_\_\_

\*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.



**Section 3 Summary Report**  
 Economic Opportunities for  
 Low – and Very Low-Income Persons

U.S. Department of Housing  
 and Urban Development  
 Office of Fair Housing  
 And Equal Opportunity

OMB Approval No: 2529-0043  
 (exp. 11/30/2010)

HUD Field Office:
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Section back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award:
	4. Contact Person	5. Phone: (Include area code)
	6. Length of Grant:	7. Reporting Period:
8. Date Report Submitted:	9. Program Code: (Use separate sheet for each program code)	10. Program Name:

**Part I: Employment and Training (\*\* Columns B, C and F are mandatory fields. Include New Hires in E &F)**

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
<b>Total</b>					

\* Program Codes  
 1 = Flexible Subsidy  
 2 = Section 202/811

3 = Public/Indian Housing  
 A = Development,  
 B = Operation  
 C = Modernization

4 = Homeless Assistance  
 5 = HOME  
 6 = HOME State Administered  
 7 = CDBG Entitlement

8 = CDBG State Administered  
 9 = Other CD Programs  
 10 = Other Housing Programs

**Part II: Contracts Awarded**

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

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Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.\* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

- HUD Field Office: Enter the Field Office name .
1. Recipient: Enter the name and address of the recipient submitting this report.
  2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
  3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
  - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
  6. Reporting Period: Indicate the time period (months and year) this report covers.
  7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

**Part I: Employment and Training Opportunities**

**Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

**Column B: (Mandatory Field)** Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column C: (Mandatory Field)** Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column D:** Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

**Column E:** Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

**Column F: (Mandatory Field)** Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

**Block 1: Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Block 2: Non-Construction Contracts**

**Item A:** Enter the total dollar amount of all contracts awarded on the project/program.

**Item B:** Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

**Item C:** Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

**Item D:** Enter the number of Section 3 businesses receiving awards.

**Part III: Summary of Efforts – Self -explanatory**

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Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

\* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

## **Appendix D**

### Project Wage Decision

"General Decision Number: MI20190001 07/19/2019

Superseded General Decision Number: MI20180001

State: Michigan

Construction Types: Highway (Highway, Airport & Bridge xxxxx  
and Sewer/Incid. to Hwy.)

Counties: Michigan Statewide.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	01/25/2019
2	03/08/2019
3	07/05/2019
4	07/19/2019

CARP0004-004 06/01/2018

REMAINDER OF STATE

	Rates	Fringes
CARPENTER ( Piledriver).....	\$ 27.12	20.19

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CARP0004-005 06/01/2018

LIVINGSTON (Townships of Brighton, Deerfield, Genoa, Hartland, Oceola & Tyrone), MACOMB, MONROE, OAKLAND, SANILAC, ST. CLAIR AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Piledriver).....	\$ 30.50	27.28

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ELEC0017-005 06/03/2019

STATEWIDE

	Rates	Fringes
Line Construction		
Groundman/Driver.....	\$ 28.58	15.27
Journeyman Signal Tech, Communications Tech, Tower		
Tech & Fiber Optic Splicers.	\$ 40.35	18.80
Journeyman Specialist.....	\$ 46.40	20.62
Operator A.....	\$ 34.10	16.93
Operator B.....	\$ 31.84	16.25

Classifications

Journeyman Specialist: Refers to a crew of only one person working alone.

Operator A: Shall be proficient in operating all power equipment including: Backhoe, Excavator, Directional Bore and Boom/Digger truck.

Operator B: Shall be proficient in operating any 2 of the above mentioned pieces of equipment listed under Operator A.

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ENGI0324-003 06/01/2019

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON, CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO, ISABELLA, JACKSON, LAPEER, LENAWEE, LIVINGSTON, MACOMB, MIDLAND, MONROE, MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLAIR, SANILAC, SHIAWASSEE, TUSCOLA, WASHTENAW AND WAYNE COUNTIES:

Rates Fringes

OPERATOR: Power Equipment  
(Steel Erection)

GROUP 1.....	\$ 46.52	24.35
GROUP 2.....	\$ 47.52	24.35
GROUP 3.....	\$ 45.02	24.35
GROUP 4.....	\$ 46.02	24.35
GROUP 5.....	\$ 43.52	24.35
GROUP 6.....	\$ 44.52	24.35
GROUP 7.....	\$ 43.25	24.35
GROUP 8.....	\$ 44.25	24.35
GROUP 9.....	\$ 42.80	24.35
GROUP 10.....	\$ 43.80	24.35
GROUP 11.....	\$ 42.07	24.35
GROUP 12.....	\$ 43.07	24.35
GROUP 13.....	\$ 41.71	24.35
GROUP 14.....	\$ 42.71	24.35
GROUP 15.....	\$ 41.07	24.35

GROUP 16.....	\$ 38.37	24.35
GROUP 17.....	\$ 23.89	11.50
GROUP 18.....	\$ 27.38	11.50

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib 400' or longer

GROUP 2: Engineer when operating combination of boom and jib 400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib 300' or longer

GROUP 4: Engineer when operating combination of boom and jib 300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib 220' or longer

GROUP 6: Engineer when operating combination of boom and jib 220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib 140' or longer

GROUP 8: Engineer when operating combination of boom and jib 140' or longer on a crane that requires an oiler

GROUP 9: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane & derrick operator (where operator's work station is 50 ft. or more above first sub-level) on a crane that requires an oiler



GROUP 11: Engineer when operating combination of boom and jib  
120' or longer

GROUP 12: Engineer when operating combination of boom and jib  
120' or longer on a crane that requires an oiler

GROUP 13: Crane operator; job mechanic and 3 drum hoist and  
excavator

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator; 2 drum hoist and rubber tired  
backhoe

GROUP 16: Forklift and 1 drum hoist

GROUP 17: Compressor or welder operator

GROUP 18: Oiler

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ENGI0324-004 06/01/2018

AREA 1: ALLEGAN, BARRY, BERRIEN, BRANCH, CALHOUN, CASS, EATON,  
HILLSDALE, IONIA, KALAMAZOO, KENT, LAKE, MANISTEE, MASON,  
MECOSTA, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA, OTTAWA,  
ST. JOSEPH, VAN BUREN

AREA 2: ANTRIM, BENZIE, CHARLEVOIX, EMMET, GRAND TRAVERSE,  
KALKASKA, LEELANAU, MISSAUKEE AND WEXFORD COUNTIES:

Rates Fringes

OPERATOR: Power Equipment  
(Steel Erection)

AREA 1

GROUP 1.....	\$ 45.37	23.85
GROUP 2.....	\$ 42.10	23.85
GROUP 3.....	\$ 40.56	23.85

GROUP 4.....	\$ 37.82	23.85
GROUP 5.....	\$ 23.64	11.00
GROUP 6.....	\$ 27.08	11.00
AREA 2		
GROUP 1.....	\$ 45.37	23.85
GROUP 2.....	\$ 42.10	23.85
GROUP 3.....	\$ 40.56	23.85
GROUP 4.....	\$ 37.82	23.85
GROUP 5.....	\$ 23.64	11.00
GROUP 6.....	\$ 27.08	11.00

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 additional to the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 additional to the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Crane Operator with main boom & jib 400', 300', or 220' or longer.

GROUP 2: Crane Operator with main boom & jib 140' or longer, Tower Crane; Gantry Crane; Whirley Derrick.

GROUP 3: Regular Equipment Operator, Crane, Dozer, Loader, Hoist, Straddle Wagon, Mechanic, Grader and Hydro Excavator.

GROUP 4: Air Tugger (single drum), Material Hoist Pump 6" or over, Elevators, Brokk Concrete Breaker.

GROUP 5: Air Compressor, Welder, Generators, Conveyors

GROUP 6: Oiler and fire tender

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ENGI0324-005 09/01/2018

AREA 1: GENESEE, LAPEER, LIVINGSTON, MACOMB, MONROE, OAKLAND,  
ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALCONA, ALLEGAN, ALGER, ALPENA, ANTRIM, ARENAC, BARAGA,  
BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS,  
CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD,  
DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KWEENAW, LAKE, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST.  
JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

Rates Fringes

OPERATOR: Power Equipment  
(Underground construction  
(including sewer))

AREA 1:

GROUP 1.....	\$ 32.53	23.85
GROUP 2.....	\$ 27.80	23.85
GROUP 3.....	\$ 27.07	23.85
GROUP 4.....	\$ 26.50	23.85

AREA 2:

GROUP 1.....	\$ 30.82	23.85
GROUP 2.....	\$ 25.93	23.85
GROUP 3.....	\$ 25.43	23.85
GROUP 4.....	\$ 25.15	23.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator  
(concrete); Clamshell; Concrete paver (2 drums or larger);  
Conveyor loader (Euclid type); Crane (crawler, truck type  
or pile driving); Dozer; Dragline; Elevating grader;  
Endloader; Gradall (and similar type machine); Grader;  
Mechanic; Power shovel; Roller (asphalt); Scraper

(self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator; Hydro Excavator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more - 6-in. discharge or larger - gas or diesel- powered or powered by generator of 300 amperes or more - inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller); Vac Truck

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non- powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered - excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger - gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine (self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire person; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, gas or diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); End dump operator; Sweeper (Wayne type); Water wagon and Extend-a boom forklift

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ENGI0324-006 06/01/2018

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE  
COUNTIES

AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

Rates Fringes

Power equipment operators:  
(AIRPORT, BRIDGE & HIGHWAY CONSTRUCTION)

AREA 1

GROUP 1.....	\$ 33.36	23.90
GROUP 2.....	\$ 26.63	23.90
GROUP 3.....	\$ 27.93	23.90
GROUP 4.....	\$ 25.90	23.90
GROUP 5.....	\$ 20.70	11.00

AREA 2

GROUP 1.....	\$ 33.36	23.90
GROUP 2.....	\$ 26.63	23.90
GROUP 3.....	\$ 27.93	23.90
GROUP 4.....	\$ 25.90	23.90
GROUP 5.....	\$ 20.70	11.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plant operator; Crane operator (does not include work on bridge construction projects when the crane operator is erecting structural components); Dragline operator; Shovel operator; Locomotive operator; Paver operator (5 bags or more); Elevating grader operator; Pile driving operator; Roller operator (asphalt); Blade grader operator; Trenching machine operator (ladder or wheel

type); Auto-grader; Slip form paver; Self-propelled or tractor-drawn scraper; Conveyor loader operator (Euclid type); Endloader operator (1 yd. capacity and over); Bulldozer; Hoisting engineer; Tractor operator; Finishing machine operator (asphalt); Mechanic; Pump operator (6-in. discharge or over, gas, diesel powered or generator of 300 amp. or larger); Shouldering or gravel distributing machine operator (self-propelled); Backhoe (with over 3/8 yd. bucket); Side boom tractor (type D-4 or equivalent or larger); Tube finisher (slip form paving); Gradall (and similar type machine); Asphalt paver (self-propelled); Asphalt planer (self-propelled); Batch plant (concrete-central mix); Slurry machine (asphalt); Concrete pump (3 in. and over); Roto-mill; Swinging boom truck (over 12 ton capacity); Hydro demolisher (water blaster); Farm-type tractor with attached pan

GROUP 2: Screening plant operator; Washing plant operator; Crusher operator; Backhoe (with 3/8 yd. bucket or less); Side boom tractor (smaller than D-4 type or equivalent); Sweeper (Wayne type and similar equipment); Vacuum truck operator; Batch plant (concrete dry batch)

GROUP 3: Grease Truck

GROUP 4: Air compressor operator (600 cu. ft. per min or more); Air compressor operator (two or more, less than 600 cfm); Wagon drill operator; Concrete breaker; Tractor operator (farm type with attachment)

GROUP 5: Boiler fire tender; Oiler; Fire tender; Trencher (service); Flexplane operator; Cleftplane operator; Grader operator (self-propelled fine-grade or form (concrete)); Finishing machine operator (concrete); Boom or winch hoist truck operator; Endloader operator (under 1 yd. capacity); Roller operator (other than asphalt); Curing equipment operator (self-propelled); Concrete saw operator (40 h.p. or over); Power bin operator; Plant drier operator (asphalt); Vibratory compaction equipment operator (6 ft. wide or over); Guard post driver operator (power driven); All mulching equipment; Stump remover; Concrete pump (under

3-in.); Mesh installer (self- propelled); Tractor operator  
(farm type); End dump; Skid steer

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ENGI0324-007 05/01/2019

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON,  
IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON  
AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
OPERATOR: Power Equipment		
(Steel Erection)		
Compressor, welder and forklift.....	\$ 33.90	24.10
Crane operator, main boom & jib 120' or longer.....	\$ 39.87	24.10
Crane operator, main boom & jib 140' or longer.....	\$ 40.17	24.10
Crane operator, main boom & jib 220' or longer.....	\$ 40.76	24.10
Mechanic with truck and tools.....	\$ 39.00	24.10
Oiler and fireman.....	\$ 31.86	24.10
Regular operator.....	\$ 37.22	24.10

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ENGI0324-008 10/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY,  
BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND  
TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,  
MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE,  
MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,  
OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.

CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,  
VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

Rates Fringes

OPERATOR: Power Equipment

(Sewer Relining)

GROUP 1.....	\$ 30.70	12.93
GROUP 2.....	\$ 29.17	12.93

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system,  
including remote in-ground cutter and other equipment used  
in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation  
systems, water jetters and vacuum and mechanical debris  
removal systems

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ENGI0325-012 05/01/2018

Rates Fringes

Power equipment operators -  
gas distribution and duct  
installation work:

GROUP 1.....	\$ 30.68	23.85
GROUP 2.....	\$ 30.56	23.85
GROUP 3.....	\$ 28.85	23.85

SCOPE OF WORK: The construction, installation, treating and  
reconditioning of pipelines transporting gas vapors within  
cities, towns, subdivisions, suburban areas, or within  
private property boundaries, up to and including private  
meter settings of private industrial, governmental or other  
premises, more commonly referred to as ""distribution work,""  
starting from the first metering station, connection,  
similar or related facility, of the main or cross country



pipeline and including duct installation.

Group 1: Backhoe, crane, grader, mechanic, dozer (D-6 equivalent or larger), side boom (D-4 equivalent or larger), trencher(except service), endloader (2 yd. capacity or greater).

GROUP 2: Dozer (less than D-6 equivalent), endloader (under 2 yd. capacity), side boom (under D-4 capacity), backfiller, pumps (1 or 2 of 6-inch discharge or greater), boom truck (with powered boom), tractor (wheel type other than backhoe or front endloader). Tamper (self-propelled), boom truck (with non-powered boom), concrete saw (20 hp or larger), pumps (2 to 4 under 6-inch discharge), compressor (2 or more or when one is used continuously into the second day) and trencher(service).

GROUP 3: Oiler, hydraulic pipe pushing machine, grease person and hydrostatic testing operator.

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IRON0008-007 06/01/2018

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 23.70	6.95
IRONWORKER		
General contracts \$10,000,000 or greater.....	\$ 30.92	26.97
General contracts less than \$10,000,000.....	\$ 30.92	26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0025-002 06/01/2018

ALCONA, ALPENA, ARENAC, BAY, CHEBOYGAN, CLARE, CLINTON,  
CRAWFORD, GENESEE, GLADWIN, GRATIOT, HURON, INGHAM, IOSCO,  
ISABELLA, JACKSON, LAPEER, LIVINGSTON, MACOMB, MIDLAND,  
MONTMORENCY, OAKLAND, OGEMAW, OSCODA, OTSEGO, PRESQUE ISLE,  
ROSCOMMON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, TUSCOLA,  
WASHTENAW AND WAYNE COUNTIES:

	Rates	Fringes
Ironworker - pre-engineered metal building erector		
Alcona, Alpena, Arenac, Cheboygan, Clare, Clinton, Crawford, Gladwin, Gratiot, Huron, Ingham, Iosco, Isabella, Jackson, Lapeer, Livingston (west of Burkhardt Road), Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Sanilac, Shiawassee, Tuscola & Washtenaw (west of U.S. 23).	\$ 24.26	22.11
Bay, Genesee, Lapeer, Livingston (east of Burkhardt Road), Macomb, Midland, Oakland, Saginaw, St. Clair, The University of Michigan, Washtenaw (east of U.S. 23) & Wayne...	\$ 25.48	23.11
IRONWORKER		
Ornamental and Structural...	\$ 35.52	28.65
Reinforcing.....	\$ 29.48	27.74

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IRON0055-005 07/01/2018

LENAWEE AND MONROE COUNTIES:

Rates Fringes

IRONWORKER

Pre-engineered metal buildings.....	\$ 23.59	19.35
All other work.....	\$ 30.13	23.25

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IRON0292-003 06/01/2018

BERRIEN AND CASS COUNTIES:

Rates Fringes

IRONWORKER (Including pre-engineered metal building erector).....	\$ 29.75	22.01
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IRON0340-001 06/19/2017

ALLEGAN, ANTRIM, BARRY, BENZIE, BRANCH, CALHOUN, CHARLEVOIX,  
EATON, EMMET, GRAND TRAVERSE, HILLSDALE, IONIA, KALAMAZOO,  
KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA,  
MISSAUKEE, MONTCALM, MUSKEGON, NEWAYGO, OCEANA, OSCEOLA,  
OTTAWA, ST. JOSEPH, VAN BUREN AND WEXFORD COUNTIES:

Rates Fringes

IRONWORKER (Including pre-engineered metal building erector).....	\$ 24.43	24.67
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LAB00005-006 10/01/2017

Rates Fringes

Laborers - hazardous waste  
abatement: (ALCONA, ALPENA,  
ANTRIM, BENZIE, CHARLEVOIX,  
CHEBOYGAN, CRAWFORD, EMMET,

GRAND TRAVERSE, IOSCO,  
KALKASKA, LEELANAU,  
MISSAUKEE, MONTMORENCY,  
OSCODA, OTSEGO, PRESQUE ISLE  
AND WEXFORD COUNTIES - Zone

10)

Levels A, B or C.....\$ 17.45	12.75
class b.....\$ 18.00	12.85

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 16.45	12.75
class a.....\$ 17.00	12.85

Zone 10

Laborers - hazardous waste  
abatement: (ALGER, BARAGA,  
CHIPPEWA, DELTA, DICKINSON,  
GOGEBIC, HOUGHTON, IRON,  
KEWEENAW, LUCE, MACKINAC,  
MARQUETTE, MENOMINEE,  
ONTONAGON AND SCHOOLCRAFT  
COUNTIES - Zone 11)

Levels A, B or C.....\$ 21.63	12.88
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Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 20.63	12.88
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Laborers - hazardous waste  
abatement: (ALLEGAN, BARRY,  
BERRIEN, BRANCH, CALHOUN,  
CASS, IONIA COUNTY (except  
the city of Portland);  
KALAMAZOO, KENT, LAKE,  
MANISTEE, MASON, MECOSTA,  
MONTCALM, MUSKEGON, NEWAYGO,  
OCEANA, OSCEOLA, OTTAWA, ST.  
JOSEPH AND VAN BUREN COUNTIES

- Zone 9)

Levels A, B or C.....\$ 20.95 12.85

Work performed in conjunction with site preparation not requiring the use of personal protective equipment;

Also, Level D.....\$ 19.95 12.85

Laborers - hazardous waste abatement: (ARENAC, BAY, CLARE, GLADWIN, GRATIOT, HURON, ISABELLA, MIDLAND, OGEMAW, ROSCOMMON, SAGINAW

AND TUSCOLA COUNTIES - Zone 8)

Levels A, B or C.....\$ 20.65 12.85

Work performed in conjunction with site preparation not requiring the use of personal protective equipment;

Also, Level D.....\$ 19.65 12.85

Laborers - hazardous waste abatement: (CLINTON, EATON AND INGHAM COUNTIES; IONIA COUNTY (City of Portland); LIVINGSTON COUNTY (west of

Oak Grove Rd., including the City of Howell) - Zone 6)

Levels A, B or C.....\$ 24.65 12.85

Work performed in conjunction with site preparation not requiring the use of personal protective equipment;

Also, Level D.....\$ 23.65 12.85

Laborers - hazardous waste abatement: (GENESEE, LAPEER AND SHIAWASSEE COUNTIES -

Zone 7)

Levels A, B or C.....\$ 23.61 13.41

Work performed in

conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 22.61                    13.41

Laborers - hazardous waste

abatement: (HILLSDALE,  
JACKSON AND LENAWEЕ COUNTIES  
- Zone 4)

Levels A, B or C.....\$ 24.19                    12.85

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 23.19                    12.85

Laborers - hazardous waste

abatement: (LIVINGSTON COUNTY  
(east of Oak Grove Rd. and  
south of M-59, excluding the  
city of Howell); AND  
WASHTENAW COUNTY - Zone 3)

Levels A, B or C.....\$ 29.70                    14.20

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 28.70                    14.20

Laborers - hazardous waste

abatement: (MACOMB AND WAYNE  
COUNTIES - Zone 1)

Levels A, B or C.....\$ 28.35                    16.75

Work performed in  
conjunction with site  
preparation not requiring  
the use of personal  
protective equipment;

Also, Level D.....\$ 27.35                    16.75

Laborers - hazardous waste

abatement: (MONROE COUNTY -

Zone 4)

Levels A, B or C.....\$ 30.85 14.45

Work performed in conjunction with site preparation not requiring the use of personal protective equipment;

Also, Level D.....\$ 29.84 14.45

Laborers - hazardous waste abatement: (OAKLAND COUNTY and the Northeast portion of LIVINGSTON COUNTY bordered by Oak Grove Road on the West and M-59 on the South - Zone

2)

Level A, B, C.....\$ 28.85 16.75

Work performed in conjunction with site preparation not requiring the use of personal protective equipment;

Also, Level D.....\$ 27.85 16.75

Laborers - hazardous waste abatement: (SANILAC AND ST. CLAIR COUNTIES - Zone 5)

Levels A, B or C.....\$ 25.19 15.86

Work performed in conjunction with site preparation not requiring the use of personal protective equipment;

Also, Level D.....\$ 24.19 15.86

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LAB00259-001 09/01/2018

- AREA 1: MACOMB, OAKLAND AND WAYNE COUNTIES
AREA 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,

IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
 KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
 MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE,  
 MIDLAND, MISSAUKEE, MONROE, MONTCALM, MONTMORENCY, MUSKEGON,  
 NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO,  
 OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST. CLARE, ST.  
 JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA, VAN BUREN,  
 WASHTENAW AND WEXFORD COUNTIES

	Rates	Fringes
Laborers - tunnel, shaft and caisson:		
AREA 1		
GROUP 1.....	\$ 22.57	16.80
GROUP 2.....	\$ 22.68	16.80
GROUP 3.....	\$ 22.74	16.80
GROUP 4.....	\$ 22.92	16.80
GROUP 5.....	\$ 23.17	16.80
GROUP 6.....	\$ 23.50	16.80
GROUP 7.....	\$ 16.78	16.80
AREA 2		
GROUP 1.....	\$ 24.10	12.85
GROUP 2.....	\$ 24.19	12.85
GROUP 3.....	\$ 24.29	12.85
GROUP 4.....	\$ 24.45	12.85
GROUP 5.....	\$ 24.71	12.85
GROUP 6.....	\$ 25.02	12.85
GROUP 7.....	\$ 17.29	12.85

SCOPE OF WORK: Tunnel, shaft and caisson work of every type  
 and description and all operations incidental thereto,  
 including, but not limited to, shafts and tunnels for  
 sewers, water, subways, transportation, diversion,  
 sewerage, caverns, shelters, aquifers, reservoirs, missile  
 silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog



house tender, testing (on gas) and watchman

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar machine and material mixer

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LAB00334-001 09/01/2018

Rates Fringes

Laborers - open cut:

ZONE 1 - MACOMB, OAKLAND

AND WAYNE COUNTIES:

GROUP 1.....	\$ 22.42	16.80
GROUP 2.....	\$ 22.53	16.80

GROUP 3.....	\$ 22.58	16.80
GROUP 4.....	\$ 22.66	16.80
GROUP 5.....	\$ 22.72	16.80
GROUP 6.....	\$ 20.17	16.80
GROUP 7.....	\$ 16.79	16.80

## ZONE 2 - LIVINGSTON COUNTY

(east of M-151 (Oak Grove Rd.)); MONROE AND

## WASHTENAW COUNTIES:

GROUP 1.....	\$ 23.75	12.85
GROUP 2.....	\$ 23.86	12.85
GROUP 3.....	\$ 23.98	12.85
GROUP 4.....	\$ 24.05	12.85
GROUP 5.....	\$ 24.20	12.85
GROUP 6.....	\$ 21.50	12.85
GROUP 7.....	\$ 18.14	12.85

## ZONE 3 - CLINTON, EATON,

GENESEE, HILLSDALE AND

INGHAM COUNTIES; IONIA

COUNTY (City of Portland);

JACKSON, LAPEER AND

LENAWEE COUNTIES;

LIVINGSTON COUNTY (west of

M-151 Oak Grove Rd.);

SANILAC, ST. CLAIR AND

## SHIAWASSEE COUNTIES:

GROUP 1.....	\$ 21.94	12.85
GROUP 2.....	\$ 22.08	12.85
GROUP 3.....	\$ 22.20	12.85
GROUP 4.....	\$ 22.25	12.85
GROUP 5.....	\$ 22.39	12.85
GROUP 6.....	\$ 19.69	12.85
GROUP 7.....	\$ 16.84	12.85

## ZONE 4 - ALCONA, ALLEGAN,

ALPENA, ANTRIM, ARENAC,

BARRY, BAY, BENZIE,

BERRIEN, BRANCH,

CALHOUN, CASS, CHARLEVOIX,

CHEBOYGAN, CLARE,

CRAWFORD, EMMET,

GLADWIN, GRAND TRAVERSE,

GRATIOT AND HURON  
 COUNTIES; IONIA COUNTY  
 (EXCEPT THE CITY OF  
 PORTLAND); IOSCO,  
 ISABELLA, KALAMAZOO,  
 KALKASKA, KENT,  
 LAKE, LEELANAU, MANISTEE,  
 MASON, MECOSTA, MIDLAND,  
 MISSAUKEE, MONTCALM,  
 MONTMORENCY, MUSKEGON,  
 NEWAYGO, OCEANA, OGEMAW,  
 OSCEOLA, OSCODA, OTSEGO,  
 OTTAWA, PRESQUE ISLE,  
 ROSCOMMON, SAGINAW, ST.  
 JOSEPH, TUSCOLA, VAN BUREN

AND WEXFORD COUNTIES:

GROUP 1.....	\$ 20.97	12.85
GROUP 2.....	\$ 21.10	12.85
GROUP 3.....	\$ 21.21	12.85
GROUP 4.....	\$ 21.28	12.85
GROUP 5.....	\$ 21.40	12.85
GROUP 6.....	\$ 18.62	12.85
GROUP 7.....	\$ 16.96	12.85

ZONE 5 - ALGER, BARAGA,  
 CHIPPEWA, DELTA,  
 DICKINSON, GOGEBIC,  
 HOUGHTON, IRON,  
 KEWEENAW, LUCE, MACKINAC,  
 MARQUETTE, MENOMINEE,  
 ONTONAGON AND SCHOOLCRAFT

COUNTIES:

GROUP 1.....	\$ 21.19	12.85
GROUP 2.....	\$ 21.33	12.85
GROUP 3.....	\$ 21.46	12.85
GROUP 4.....	\$ 21.51	12.85
GROUP 5.....	\$ 21.56	12.85
GROUP 6.....	\$ 18.94	12.85
GROUP 7.....	\$ 17.05	12.85

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation. For all areas except the Upper Peninsula, open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

#### OPEN CUT LABORER CLASSIFICATIONS

##### GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, headwall, seawall, breakwall and dock builder

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

##### GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting man, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

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LAB00465-001 06/01/2018

LABORER: Highway, Bridge and Airport Construction

AREA 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES

AREA 2: ALLEGAN, BARRY, BAY, BERRIEN, BRANCH, CALHOUN, CASS, CLINTON, EATON, GRATIOT, HILLSDALE, HURON, INGHAM, JACKSON, KALAMAZOO, LAPEER, LENAWEE, LIVINGSTON, MIDLAND, MUSKEGON, SAGINAW, SANILAC, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA AND VAN BUREN COUNTIES

AREA 3: ALCONA, ALPENA, ANTRIM, ARENAC, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, IONIA, IOSCO, ISABELLA, KALKASKA, KENT, LAKE, LEELANAU, MANISTEE, MASON, MECOSTA, MISSAUKEE, MONTCALM, MONTMORENCY, NEWAYGO, OCEANA, OGEMAW, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON AND WEXFORD COUNTIES

AREA 4: ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES

	Rates	Fringes
LABORER (AREA 1)		
GROUP 1.....	\$ 26.12	12.85
GROUP 2.....	\$ 26.25	12.85
GROUP 3.....	\$ 26.43	12.85
GROUP 4.....	\$ 26.51	12.85
GROUP 5.....	\$ 26.72	12.85
GROUP 6.....	\$ 27.02	12.85
LABORER (AREA 2)		
GROUP 1.....	\$ 24.02	12.85
GROUP 2.....	\$ 24.22	12.85
GROUP 3.....	\$ 24.46	12.85
GROUP 4.....	\$ 24.81	12.85
GROUP 5.....	\$ 24.68	12.85
GROUP 6.....	\$ 25.02	12.85
LABORER (AREA 3)		
GROUP 1.....	\$ 23.27	12.85
GROUP 2.....	\$ 23.48	12.85
GROUP 3.....	\$ 23.77	12.85
GROUP 4.....	\$ 24.21	12.85
GROUP 5.....	\$ 23.83	12.85
GROUP 6.....	\$ 24.26	12.85
LABORER (AREA 4)		
GROUP 1.....	\$ 23.32	12.85
GROUP 2.....	\$ 23.53	12.85
GROUP 3.....	\$ 23.82	12.85
GROUP 4.....	\$ 24.26	12.85
GROUP 5.....	\$ 23.88	12.85
GROUP 6.....	\$ 24.31	12.85

## LABORER CLASSIFICATIONS

GROUP 1: Asphalt shoveler or loader; asphalt plant misc.;  
 burlap person; yard person; dumper (wagon, truck, etc.);  
 joint filling laborer; miscellaneous laborer; unskilled  
 laborer; sprinkler laborer; form setting laborer; form  
 stripper; pavement reinforcing; handling and placing (e.g.,  
 wire mesh, steel mats, dowel bars); mason's tender or  
 bricklayer's tender on manholes; manhole builder;  
 headwalls, etc.; waterproofing,(other than buildings) seal

coating and slurry mix, shoring, underpinning; pressure grouting; bridge pin and hanger removal; material recycling laborer; horizontal paver laborer (brick, concrete, clay, stone and asphalt); ground stabilization and modification laborer; grouting; waterblasting; top person; railroad track and trestle laborer; carpenters' tender; guard rail builders' tender; earth retention barrier and wall and M.S.E. wall installer's tender; highway and median installer's tender(including sound, retaining, and crash barriers); fence erector's tender; asphalt raker tender; sign installer; remote control operated equipment.

GROUP 2: Mixer operator (less than 5 sacks); air or electric tool operator (jackhammer, etc.); spreader; boxperson (asphalt, stone, gravel); concrete paddler; power chain saw operator; paving batch truck dumper; tunnel mucker (highway work only); concrete saw (under 40 h.p.) and dry pack machine; roto-mill grounds person.

GROUP 3: Tunnel miner (highway work only); finishers tenders; guard rail builders; highway and median barrier installer; earth retention barrier and wall and M.S.E. wall installer's (including sound, retaining and crash barriers); fence erector; bottom person; powder person; wagon drill and air track operator; diamond and core drills; grade checker; certified welders; curb and side rail setter's tender.

GROUP 4: Asphalt raker

GROUP 5: Pipe layers, oxy-gun

GROUP 6: Line-form setter for curb or pavement; asphalt screed checker/screw man on asphalt paving machines.

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LAB01076-005 04/01/2018

MICHIGAN STATEWIDE

Rates

Fringes

LABORER (DISTRIBUTION WORK)

Zone 1.....	\$ 20.27	12.85
Zone 2.....	\$ 18.59	12.85
Zone 3.....	\$ 16.76	12.85
Zone 4.....	\$ 16.12	12.85
Zone 5.....	\$ 16.12	12.85

DISTRIBUTION WORK - The construction, installation, treating and reconditioning of distribution pipelines transporting coal, oil, gas or other similar materials, vapors or liquids, including pipelines within private property boundaries, up to and including the meter settings on residential, commercial, industrial, institutional, private and public structures. All work covering pumping stations and tank farms not covered by the Building Trades Agreement. Other distribution lines with the exception of sewer, water and cable television are included.

Underground Duct Layer Pay: \$.40 per hour above the base pay rate.

Zone 1 - Macomb, Oakland and Wayne

Zone 2 - Monroe and Washtenaw

Zone 3 - Bay, Genesee, Lapeer, Midland, Saginaw, Sanilac, Shiawassee and St. Clair

Zone 4 - Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft

Zone 5 - Remaining Counties in Michigan

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 PAIN0022-002 07/01/2008

HILLSDALE, JACKSON AND LENAWE COUNTY; LIVINGSTON COUNTY (east of the eastern city limits of Howell, not including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE COUNTIES:



	Rates	Fringes
PAINTER.....	\$ 25.06	14.75

FOOTNOTES: For all spray work and journeyman rigging for spray work, also blowing off, \$0.80 per hour additional (applies only to workers doing rigging for spray work on off the floor work. Does not include setting up or moving rigging on floor surfaces, nor does it apply to workers engaged in covering up or tending spray equipment. For all sandblasting and spray work performed on highway bridges, overpasses, tanks or steel, \$0.80 per hour additional. For all brushing, cleaning and other preparatory work (other than spraying or steeplejack work) at scaffold heights of fifty (50) feet from the ground or higher, \$0.50 per hour additional. For all preparatorial work and painting performed on open steel under forty (40) feet when no scaffolding is involved, \$0.50 per hour additional. For all swing stage work-window jacks and window belts-exterior and interior, \$0.50 per hour additional. For all spray work and sandblaster work to a scaffold height of forty (40) feet above the floor level, \$0.80 per hour additional. For all preparatorial work and painting on all highway bridges or overpasses up to forty (40) feet in height, \$0.50 per hour additional. For all steeplejack work performed where the elevation is forty (40) feet or more, \$1.25 per hour additional.

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 PAIN0312-001 06/01/2018

EXCLUDES: ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); INCLUDES: Barry, Berrien, Branch, Calhoun, Cass, Hillsdale, Kalamazoo, St. Joseph, Van Buren

	Rates	Fringes
PAINTER		

Brush and roller.....	\$ 23.74	13.35
Spray, Sandblast, Sign		
Painting.....	\$ 24.94	13.35

-----  
PAIN0845-003 05/10/2018

CLINTON COUNTY; EATON COUNTY (does not include the townships of Bellevue and Olivet); INGHAM COUNTY; IONIA COUNTY (east of Hwy. M 66); LIVINGSTON COUNTY (west of the eastern city limits of Howell, including the city of Howell, north to the Genesee County line and south to the Washtenaw County line); AND SHIAWASSEE COUNTY (Townships of Bennington, Laingsbury and Perry):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

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PAIN0845-015 05/10/2018

MUSKEGON COUNTY; NEWAYGO COUNTY (except the Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OCEANA COUNTY; OTTAWA COUNTY (except the townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

-----  
PAIN0845-018 05/10/2018

ALLEGAN COUNTY (Townships of Dorr, Fillmore, Heath, Hopkins, Laketown, Leighton, Manlius, Monterey, Overisel, Salem, Saugatuck and Wayland); IONIA COUNTY (west of Hwy. M-66); KENT, MECOSTA AND MONTCALM COUNTIES; NEWAYGO COUNTY (Townships of Barton, Big Prairie, Brooks, Croton, Ensley, Everett, Goodwell, Grant, Home, Monroe, Norwich and Wilcox); OSCEOLA COUNTY (south

of Hwy. #10); OTTAWA COUNTY (Townships of Allendale, Blendone, Chester, Georgetown, Holland, Jamestown, Olive, Park, Polkton, Port Sheldon, Tallmadge, Wright and Zeeland):

	Rates	Fringes
PAINTER.....	\$ 25.49	13.74

FOOTNOTES: Lead abatement work: \$1.00 per hour additional.

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PAIN1011-003 06/03/2018

ALGER, BARAGA, CHIPPEWA, DELTA, DICKINSON, GOGEBIC, HOUGHTON, IRON, KEWEENAW, LUCE, MACKINAC, MARQUETTE, MENOMINEE, ONTONAGON AND SCHOOLCRAFT COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 25.31	12.78

FOOTNOTES: High pay (bridges, overpasses, watertower): 30 to 80 ft.: \$.65 per hour additional. 80 ft. and over: \$1.30 per hour additional.

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PAIN1474-002 06/01/2010

HURON COUNTY; LAPEER COUNTY (east of Hwy. M-53); ST. CLAIR, SANILAC AND TUSCOLA COUNTIES:

	Rates	Fringes
PAINTER.....	\$ 23.79	12.02

FOOTNOTES: Lead abatement work: \$1.00 per hour additional. Work with any hazardous material: \$1.00 per hour additional. Sandblasting, steam cleaning and acid cleaning: \$1.00 per hour additional. Ladder work at or above 40 ft.,

scaffold work at or above 40 ft., swing stage, boatswain chair, window jacks and all work performed over a falling height of 40 ft.: \$1.00 per hour additional. Spray gun work, pick pullers and those handling needles, blowing off by air pressure, and any person rigging (setting up and moving off the ground): \$1.00 per hour additional.

Steeplejack, tanks, gas holders, stacks, flag poles, radio towers and beacons, power line towers, bridges, etc.: \$1.00 per hour additional, paid from the ground up.

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\* PAIN1803-003 06/01/2019

ALCONA, ALPENA, ANTRIM, ARENAC, BAY, BENZIE, CHARLEVOIX, CHEBOYGAN, CLARE, CRAWFORD, EMMET, GLADWIN, GRAND TRAVERSE, GRATIOT, IOSCO, ISABELLA, KALKASKA, LAKE, LEELANAU, MANISTEE, MASON, MIDLAND, MISSAUKEE, MONTMORENCY AND OGEMAW COUNTIES; OSCEOLA COUNTY (north of Hwy. #10); OSCODA, OTSEGO, PRESQUE ISLE, ROSCOMMON, SAGINAW AND WEXFORD COUNTIES:

Rates Fringes

PAINTER

Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial

plants.....\$ 25.39 14.68

All other work, including maintenance of industrial plant.....\$ 25.39 14.68

FOOTNOTES: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional.

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PLAS0514-001 06/01/2018

ZONE 1: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, SAGINAW, WASHTENAW AND WAYNE COUNTIES

ZONE 2: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE, MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW, ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST. CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

ZONE 1.....	\$ 31.47	13.81
ZONE 2.....	\$ 29.97	13.81

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PLUM0190-003 05/01/2015

ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA, BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX, CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA, DICKINSON, EATON, EMMET, GENESEE, GLADWIN, GOGEBIC, GRAND

TRAVERSE, GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA,  
 IOSCO, IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT,  
 KEWEENAW, LAKE, LAPEER, LEELANAU, LENAWEE, LIVINGSTON, LUCE,  
 MACKINAC, MACOMB, MANISTEE, MARQUETTE, MASON, MECOSTA,  
 MENOMINEE, MIDLAND, MISSAUKEE, MONTCALM, MONTMORENCY, MONROE,  
 MUSKEGON, NEWAYGO, OAKLAND, OCEANA, OGEMAW, ONTONAGON, OSCEOLA,  
 OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE, ROSCOMMON, SAGINAW, ST.  
 CLARE, ST. JOSEPH, SANILAC, SCHOOLCRAFT, SHIAWASSEE, TUSCOLA,  
 VAN BUREN, WASHTENAW, WAYNE AND WEXFORD COUNTIES

Rates Fringes

Plumber/Pipefitter - gas

distribution pipeline:

Welding in conjunction

with gas distribution

pipeline work.....\$ 33.03 20.19

All other work:.....\$ 24.19 12.28

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TEAM0007-004 06/01/2018

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
 BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
 DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
 GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
 IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,  
 LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
 MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
 MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
 ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
 ROSCOMMON, SAGINAW, SANILAC, SCHOOLCRAFT, SHIAWASSEE, ST.  
 CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND, WASHTENAW  
 AND WAYNE COUNTIES

Rates Fringes

TRUCK DRIVER

AREA 1

Euclids, double bottoms and lowboys.....	\$ 26.55	.50 + a+b
Trucks under 8 cu. yds.....	\$ 26.30	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 26.40	.50 + a+b

AREA 2

Euclids, double bottomms and lowboys.....	\$ 24.895	.50 + a+b
Euclids, double bottoms and lowboys.....	\$ 26.65	.50 + a+b
Trucks under 8 cu. yds.....	\$ 26.40	.50 + a+b
Trucks, 8 cu. yds. and over.....	\$ 26.50	.50 + a+b

Footnote:

- a. \$446.70 per week
- b. \$67.00 daily

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TEAM0247-004 04/01/2013

AREA 1: ALCONA, ALGER, ALLEGAN, ALPENA, ANTRIM, ARENAC, BARAGA,  
 BARRY, BAY, BENZIE, BERRIEN, BRANCH, CALHOUN, CASS, CHARLEVOIX,  
 CHEBOYGAN, CHIPPEWA, CLARE, CLINTON, CRAWFORD, DELTA,  
 DICKINSON, EATON, EMMET, GLADWIN, GOGEBIC, GRAND TRAVERSE,  
 GRATIOT, HILLSDALE, HOUGHTON, HURON, INGHAM, IONIA, IOSCO,  
 IRON, ISABELLA, JACKSON, KALAMAZOO, KALKASKA, KENT, KEWEENAW,  
 LAKE, LAPEER, LEELANAU, LENAWEE, LUCE, MACKINAC, MANISTEE,  
 MARQUETTE, MASON, MECOSTA, MENOMINEE, MIDLAND, MISSAUKEE,  
 MONTCALM, MONTMORENCY, MUSKEGON, NEWAYGO, OCEANA, OGEMAW,  
 ONTONAGON, OSCEOLA, OSCODA, OTSEGO, OTTAWA, PRESQUE ISLE,  
 ROSCOMMON, SANILAC, SCHOOLCRAFT, SHIAWASSEE, SAGINAW, ST.  
 CLAIR, ST. JOSEPH, TUSCOLA, VAN BUREN AND WEXFORD COUNTIES

AREA 2: GENESEE, LIVINGSTON, MACOMB, MONROE, OAKLAND,  
 WASHTENAW AND WAYNE COUNTIES

Rates Fringes

Sign Installer

AREA 1

GROUP 1.....	\$ 21.78	11.83
GROUP 2.....	\$ 25.27	11.8375

AREA 2

GROUP 1.....	\$ 22.03	11.83
GROUP 2.....	\$ 25.02	11.8375

FOOTNOTE:

a. \$132.70 per week, plus \$17.80 per day.

SIGN INSTALLER CLASSIFICATIONS:

GROUP 1: performs all necessary labor and uses all tools required to construct and set concrete forms required in the installation of highway and street signs

GROUP 2: performs all miscellaneous labor, uses all hand and power tools, and operates all other equipment, mobile or otherwise, required for the installation of highway and street signs

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TEAM0247-010 04/01/2018

AREA 1: LAPEER AND SHIAWASSEE COUNTIES

AREA 2: GENESEE, MACOMB, MONROE, OAKLAND, ST. CLAIR, WASHTENAW AND WAYNE COUNTIES

Rates Fringes

TRUCK DRIVER (Underground construction)

AREA 1

GROUP 1.....	\$ 23.82	19.04
GROUP 2.....	\$ 23.91	19.04
GROUP 3.....	\$ 24.12	19.04



AREA 2

GROUP 1.....	\$ 24.12	19.04
GROUP 2.....	\$ 24.26	19.04
GROUP 3.....	\$ 24.45	19.04

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

SCOPE OF WORK: Excavation, site preparation, land balancing, grading, sewers, utilities and improvements; also including but not limited to, tunnels, underground piping, retention, oxidation, flocculation facilities, conduits, general excavation and steel sheeting for underground construction. Underground construction work shall not include any structural modifications, alterations, additions and repairs to buildings or highway work, including roads, streets, bridge construction and parking lots or steel erection.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver on all trucks (EXCEPT dump trucks of 8 cubic yards capacity or over, pole trailers, semis, low boys, Euclid, double bottom and fuel trucks)

GROUP 2: Truck driver on dump trucks of 8 cubic yards capacity or over, pole trailers, semis and fuel trucks

GROUP 3: Truck driver on low boy, Euclid and double bottom

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SUMI2002-001 05/01/2002

	Rates	Fringes
Flag Person.....	\$ 10.10	0.00

LINE PROTECTOR (ZONE 1: GENESEE, MACOMB, MONROE, OAKLAND, WASHTENAW AND WAYNE)....	\$ 18.98	12.85
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LINE PROTECTOR (ZONE 2:  
 STATEWIDE (EXCLUDING GENESEE,  
 MACOMB, MONROE, OAKLAND,  
 WASHTENAW AND WAYNE).....\$ 17.14                    12.85

Pavement Marking Machine  
 (ZONE 1: GENESEE, MACOMB,  
 MONROE, OAKLAND, WASHTENAW  
 AND WAYNE COUNTIES)  
 Group 1.....\$ 25.74                    12.85

Pavement Marking Machine  
 (ZONE 1: GENESEE, MACOMB,  
 MONROE, OAKLAND, WASHTENAW  
 AND WAYNE)  
 Group 2.....\$ 23.17                    12.85

Pavement Marking Machine  
 (ZONE 2: STATEWIDE (EXCLUDING  
 GENESEE, MACOMB, MONROE,  
 OAKLAND, WASHTENAW AND WAYNE  
 COUNTIES)  
 Group 1.....\$ 23.67                    12.85

Pavement Marking Machine  
 (ZONE 2: STATEWIDE (EXCLUDING  
 GENESEE, MACOMB, MONROE,  
 OAKLAND, WASHTENAW AND WAYNE)  
 Group 2.....\$ 21.30                    12.85

WORK CLASSIFICATIONS:

PAVEMENT MARKER GROUP 1: Drives or operates a truck mounted  
 striper, grinder, blaster, groover, or thermoplastic melter  
 for the placement or removal of temporary or permanent  
 pavement markings or markers.

PAVEMENT MARKER GROUP 2: Performs all functions involved for  
 the placement or removal of temporary or permanent pavement  
 markings or markers not covered by the classification of  
 Pavement Marker Group 1 or Line Protector.

LINE PROTECTOR: Performs all operations for the protection or removal of temporary or permanent pavement markings or markers in a moving convoy operation not performed by the classification of Pavement Marker Group 1. A moving convoy operation is comprised of only Pavement Markers Group 1 and Line Protectors.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

# SCHOONER COVE BUS STOP IMPROVEMENTS

## CHARTER TOWNSHIP OF YPSILANTI WASHTENAW COUNTY, MICHIGAN

### TOWNSHIP BOARD MEMBERS

BRENDA STUMBO  
SUPERVISOR

KAREN LOVEJOY ROE  
CLERK

LARRY DOE  
TREASURER

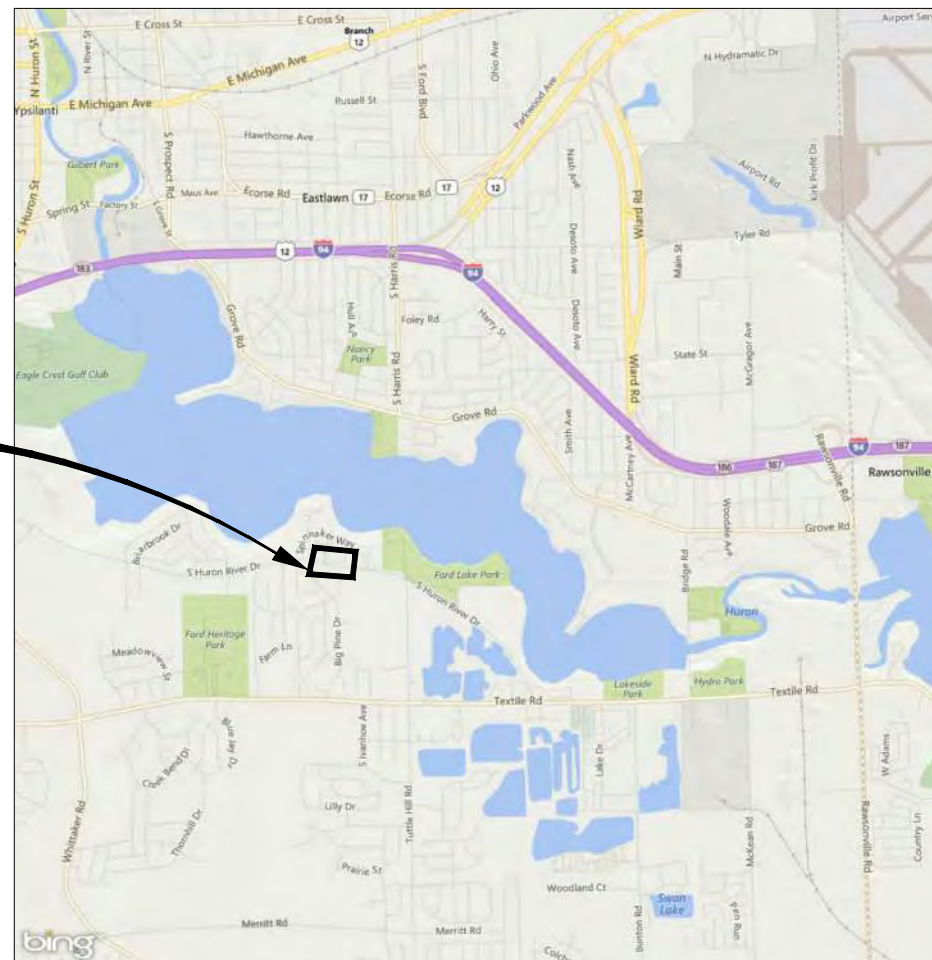
STAN ELDRIDGE  
HEATHER JARRELL ROE  
MONICA ROSS-WILLIAMS  
JIMMIE WILSON, JR.  
TRUSTEES

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

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

\*MDOT SPECIAL DETAIL  
SEE APPENDIX B FOR STANDARD PLANS

PROJECT  
AREA



LOCATION MAP

N.T.S.

APPLICATION DATE	PERMITS	APPROVAL DATE
	WCRC ROW PERMIT	

#### GENERAL PROVISIONS

THE IMPROVEMENTS SHOWN IN THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION AND SUPPLEMENTAL SPECIFICATIONS AND THE AWWA STANDARDS. THE PROPOSED IMPROVEMENTS COVERED BY THESE PLANS ARE DESIGNED IN ACCORDANCE WITH AASHTO: A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, 2011 EDITION AND SECTION C (3R) OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAMS FOR GEOMETRICS (DATED 3-04-14).

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

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE CHARTER TOWNSHIP OF YPSILANTI WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATIONS SHOWN. PURSUANT TO ACTS 173 & 174 OF THE P.A. OF 2013, AS A CONDITION OF THIS CONTRACT, NOTICE SHALL BE GIVEN TO MISS DIG PRIOR TO UNDERGROUND WORK TO BE PERFORMED IN ACCORDANCE WITH THIS CONTRACT. PHONE (800) 482-7171 (OR 811). UTILITY SERVICE CONNECTIONS ARE NOT SHOWN ON THE PLANS AND ARE NOT THE RESPONSIBILITY OF THE CHARTER TOWNSHIP OF YPSILANTI.

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

CONTRACT FOR: CONSTRUCTION OF A BUS STOP AND DECELERATION LANE. SOUTH PATHWAY EXTENDED 165 FT TO ENABLE A CROSSWALK, CONNECTING BOTH SIDES OF S HURON RIVER DR. TWO CULVERTS TO BE CONSTRUCTED BENEATH PROPOSED ADA RAMP AND BUS STOP LOADING ZONE. SOUTH PATHWAY REHABILITATION WILL EXTEND TO BIG PINE DRIVE, NORTH PATHWAY REHABILITATION WILL EXTEND APPROXIMATE TO WEST SIDE OF ANR PIPELINE PROPERTY.



Advancing Communities

34000 Plymouth Road | Livonia, MI 48150  
p (734) 522-6711 | f (734) 522-6427

53585  
Registration No.

MATTHEW D. PARKS

Date

#### REVISIONS

PROJECT NO.	SHEET NO.
0098-18-0040	1 OF 14



DRAWING PATH: P:\0000\_0100\0098180040\_Schooner\_Cove\_Bus\_Stop\Drawings\Civil\Misc\180040COV.dwg Aug 12, 2019 - 2:05pm

**WATER & SEWER UTILITY SYMBOLS**

- EXISTING**
- ST STORM MANHOLE
  - SQUARE CATCH BASIN
  - ⊕ ROUND CATCH BASIN
  - == CULVERT
  - ⊖ CULVERT W/O END SECTION
  - ) CULVERT W/END SECTION
  - S SANITARY MANHOLE
  - ⊙ CLEAN OUT
  - ⊗ GW GATE VALVE & WELL
  - GATE VALVE & BOX
  - Ⓜ W WATER STOP BOX
  - ⊕ FIRE HYDRANT
  - Ⓜ MP METER PIT
  - ⊕ WATER METER
  - ⊕ SH SPRINKLER HEAD
  - ⊕ IRRIGATION VALVE

- PROPOSED**
- STORM MANHOLE
  - INLET/CATCH BASIN
  - ) CULVERT END SECTION
  - SANITARY MANHOLE
  - ⊗ GV&W GATE VALVE & WELL
  - ⊗ GV&B GATE VALVE & BOX
  - ⊗ TSV&W TAPPING SLEEVE VALVE & WELL
  - ⊗ TSV&B TAPPING SLEEVE VALVE & BOX
  - ⊕ FIRE HYDRANT

**REAL ESTATE SYMBOLS**

- ↔ CONTIGUOUS PROPERTY SYMBOL
- XXXX PARCEL NUMBER BOX
- ⊗ NO ROW IMPACTS

**MISCELLANEOUS UTILITY SYMBOLS**

- EXISTING**
- ⊖ GUY WIRE
  - ⊗ CP GUY POLE
  - ⊗ U UTILITY POLE
  - ⊕ UTILITY POLE W/LIGHT
  - ⊕ LIGHT/DECOR LAMP POLE
  - ⊕ FLOOD LIGHT
  - ⊕ GAS VALVE
  - ⊕ G GAS VENT
  - ⊕ G GAS METER
  - ⊕ G GAS RISER
  - ⊕ TRAFFIC SIGNAL
  - ⊕ PEDESTRIAN RISER
  - ⊕ TRANSFORMER PAD
  - ⊕ U PRIVATE UTILITY MANHOLE
  - ⊗ R RAILROAD CROSSING
  - ⊕ E ELECTRIC METER
  - ⊕ PB PHONE BOOTH
  - ⊕ TS TRAFFIC SIGNAL CONTROLLER
  - ⊕ HAND HOLE
  - ⊕ E ELECTRIC RISER
  - ⊕ T TELEPHONE RISER
  - ⊕ C CABLE TV RISER
  - ⊕ W MONITORING WELL
  - ⊕ UNDERGROUND MARKER

**MISCELLANEOUS SYMBOLS**

- EXISTING**
- ⊕ RIPRAP
  - ⊕ SIGN
  - FLOW DIRECTION
  - ⊕ STUMP
  - ⊕ WETLAND
  - ⊕ CONIFEROUS TREE } CL 1 1" TO 5"
  - ⊕ DECIDUOUS TREE } CL 2 6" TO 17"
  - ⊕ CONIFEROUS SHRUB
  - ⊕ DECIDUOUS SHRUB
  - ⊕ SB# SOIL BORING
  - ⊕ SECTION CORNER
  - ⊕ MON MONUMENT
  - ⊕ IRON ROD/PIPE
  - ⊕ PK PK NAIL
  - ⊕ BM# BENCHMARK
  - ⊕ TP# TRAVERSE POINT
  - ⊕ MAIL/NEWSPAPER BOX
  - ⊕ FP FLAG POLE
  - ⊕ POST

**HAZARDOUS OR FLAMMABLE MATERIAL** USED WITH UNDERGROUND GAS & ELECTRICAL LINES

**CAUTION - CRITICAL UNDERGROUND UTILITY** USED WITH TELEPHONE & FIBER OPTIC LINES

- PROPOSED**
- ⊕ RIPRAP
  - ⊕ SIGN
  - FLOW DIRECTION
  - ⊕ STRUCTURE NUMBER } WM
  - ⊕ SAN
  - ⊕ STM
  - ⊕ ADA SIDEWALK RAMP

**UTILITY PATTERN**

- EXISTING**
- ELEC --- ELECTRICAL \*
  - 6" (COMPANY) GAS --- GAS/OIL
  - (COMPANY) CABLE/TEL --- CABLE/TELEPHONE \*
  - FIBER OPTIC --- FIBER OPTIC \*
  - 12" WM --- WATER
  - 12" SAN --- SANITARY
  - 12" STM --- STORM
- PROPOSED**
- 12" --- STORM/SANITARY/WATER
  - 12" --- PRIMARY UTILITY WILL HAVE A CONTINUOUS LIFESTYLE, WITH THE SECONDARY UTILITY MATCHING ITS RESPECTIVE EXISTING UTILITY LIFESTYLE
- \*OH = OVERHEAD, UG = UNDERGROUND

**ROW PATTERN**

- EXISTING**
- ROW --- ROW
  - SECTION --- SECTION
  - PROPERTY/PARCEL --- PROPERTY/PARCEL
- PROPOSED**
- ROW --- ROW

**TOPO PATTERN**

- EXISTING**
- HEDGE/TREE --- HEDGE/TREE
  - FENCE --- FENCE
  - GUARDRAIL --- GUARDRAIL
  - CENTERLINE OF DITCH --- CENTERLINE OF DITCH
  - RAILROAD --- RAILROAD
  - WETLAND/EDGE OF WATER --- WETLAND/EDGE OF WATER
- PROPOSED**
- GRADING LIMIT (SLOPE STAKE) --- GRADING LIMIT (SLOPE STAKE)
  - CENTERLINE OF DITCH --- CENTERLINE OF DITCH
  - GUARDRAIL --- GUARDRAIL
  - FENCE --- FENCE

**REMOVAL LEGEND**

- ▨ PATHWAY REMOVAL
- ▨ HMA SURFACE REMOVAL
- ▨ PAVEMENT REMOVAL
- ▨ COLD MILLING HMA SURFACE
- ▨ HMA BASE CRUSHING AND SHAPING
- ▨ EXCAVATION, EARTH, MODIFIED
- CURB AND GUTTER, REM
- ⊗ TREE, REM
- S-XXXXXX SALVAGE
- B-XXXXXX BULKHEAD
- A-XXXXXX ABANDON
- R-XXXXXX REMOVE
- ADJ-XXXXXX ADJUST
- REL-XXXXXX RELOCATE
- REC-XXXXXX RECONSTRUCT
- R B/O-XXXXXX REMOVE BY OTHERS
- ADJ B/O-XXXXXX ADJUST BY OTHERS
- REL B/O-XXXXXX RELOCATE BY OTHERS

**IF NECESSARY FOR CLARITY**

- Ⓢ SALVAGE
- ⓑ BULKHEAD
- ⓐ ABANDON
- Ⓒ CLEARING
- Ⓡ REMOVE
- Ⓡ REL RELOCATE
- Ⓡ REC RECONSTRUCT
- Ⓡ REL B/O RELOCATE BY OTHERS
- Ⓡ ADJ B/O ADJUST BY OTHERS

**SPECIAL LEGEND**

- ⊕ INLET FILTER
- SILT FENCE
- LIMITS OF GRADING/DISTURBANCE
- Ⓡ RAMP
- Ⓡ LEVEL LANDING

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REVISIONS:


DATE: 08/12/2019  
PROJ NUMBER: 0098-18-040  
ENGR: ES  
CADD: ES  
COUNTY: WASHTENAW  
CITY/VILLAGE/TOWNSHIP: YPSILANTI  
SCALE: 1"=40'  
HORIZ DATUM: NAD83  
VERT DATUM: NAVD83

CHARTER TOWNSHIP OF YPSILANTI  
SCHOONER COVE BUS STOP IMPROVEMENTS  
LEGEND

## GENERAL PROVISIONS

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) 2012 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE CHARTER TOWNSHIP OF YPSILANTI ENGINEERING DESIGN STANDARDS EXCEPT AS NOTED HEREIN AND IN THE PROPOSAL BOOK.

THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL CODES FOR NOISE LEVELS, VIBRATIONS, OR ANY OTHER RESTRICTIONS WHILE REMOVING PAVEMENT OR FOR ANY OTHER CONSTRUCTION OPERATIONS WITHIN THIS CONTRACT TO BE INCLUDED IN THE RESPECTIVE ITEM OF WORK.

THE CONTRACTOR SHALL NOT ENTER UPON PRIVATE PROPERTY FOR ANY PURPOSE WITHOUT OBTAINING WRITTEN PERMISSION, AND HE/SHE SHALL BE RESPONSIBLE FOR PRESERVATION OF ALL PUBLIC PROPERTY, TREES, MONUMENTS, ETC. ALONG AND ADJACENT TO THE STREET AND/OR RIGHT OF WAY, AND SHALL USE EVERY PRECAUTION NECESSARY TO PREVENT DAMAGE OR INJURY THERETO. HE/SHE SHALL USE SUITABLE PRECAUTIONS TO PREVENT DAMAGE TO PIPES, CONDUITS, AND OTHER UNDERGROUND STRUCTURES AND SHALL PROTECT CAREFULLY FROM DISTURBANCE OR DAMAGE ALL MONUMENTS AND PROPERTY MARKERS UNTIL THE ENGINEER OR AUTHORIZED AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION AND SHALL NOT REMOVE THEM UNTIL DIRECTED.

THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE LOCAL FIRE AND POLICE DEPARTMENTS 24 HOURS IN ADVANCE OF CONSTRUCTION PHASING REQUIRED FOR WORK SUCH AS FOR SEWER, CULVERT CROSSINGS AND ROADWAY EXCAVATION.

## UTILITIES

FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, THE CONTRACTOR SHALL DIAL 1-800-482-7171, OR 811, A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS, PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM. UTILITY LOCATIONS SHOWN ON THE PLANS ARE ONLY APPROXIMATE AND SHOULD BE LOCATED IN THE FIELD BEFORE EXCAVATING IN THE AREA.

## TELEPHONE

AT&T  
ATTN: ANDY JOHNSON  
550 S. MAPLE, 2ND FLOOR  
ANN ARBOR, MI 48103  
PHONE: (734) 996-5350  
EMAIL: aj1728@att.net

## CABLE

COMCAST  
ATTN: RAYMOND LABEAU  
25626 TELEGRAPH RD  
SOUTHFIELD, MI 48034  
PHONE: (734) 216-8091  
EMAIL: Raymond\_Labeau@cable.comcast.com

## ELECTRIC TRANSMISSION

DTE, ELECTRIC  
ATTN: CLAY COMBEE  
DIST. OPS. REGIONAL PLANNING, SW 4  
8001 HACCERTY RD.  
BELLEVILLE, MICHIGAN 48111  
PHONE: (734) 397-4338  
EMAIL: combec@dteenergy.com

## GAS

MICH CON  
ATTN: LAURIE FORRESTER  
PHONE: (313) 389-7261

## DUST CONTROL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON THIS PROJECT. KEEPING DUST TO A MINIMUM IS HIGH PRIORITY AND WILL BE EXPECTED TO BE MAINTAINED ON A REGULAR BASIS. DUST CONTROL WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

## SAWCUTS

THE CONTRACTOR SHALL SAWCUT THE EXISTING CONCRETE AND/OR HMA PAVEMENT AND DRIVEWAYS TO THE LIMITS OF PROPOSED CONSTRUCTION, TO MAKE A NEAT AND SMOOTH CONNECTION TO THE EXISTING PAVEMENT OR DRIVEWAY AS REQUIRED AND DIRECTED. THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED INCLUDED IN THE CONTRACT UNIT PRICE BID FOR OTHER REMOVAL ITEMS.

## FLAGGING OPERATIONS

THE CONTRACTOR AND ANY SUBCONTRACTORS WHO WILL BE USING A FLAGGING OPERATION FOR THIS PROJECT SHALL BE REQUIRED TO PROVIDE SATISFACTORY DOCUMENTATION PROVING THAT THEY HAVE MET THE MINIMUM REQUIREMENTS SET FORTH IN SECTION 812 OF THE 2012 MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. FAILURE TO PROVIDE DOCUMENTATION WILL RESULT IN THE ROAD AUTHORITY WITHHOLDING PAYMENT FOR FLAGGING OPERATIONS.

ALL FLAGGING, SIGNAGE AND TYPE III BARRICADES SHALL BE PLACED DURING CONSTRUCTION AND SHALL BE PAID FOR AS "Minor Traf Devices".

## SUGGESTED CONSTRUCTION SEQUENCE

1. INSTALL TEMPORARY SOIL EROSION CONTROL MEASURES PRIOR TO BEGINNING CONSTRUCTION OF ASPHALT ROAD. SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED AND RESTORED AS REQUIRED.
2. ESTABLISH NEEDED TEMPORARY ACCESS POINTS. ACCESS TO SCHOONER COVE BLVD AND THROUGH S HURON RIVER DRIVE MUST BE MAINTAINED AT ALL TIMES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE TOWNSHIP AND POLICE DEPARTMENT IN ADVANCE WITH ANY CHANGES TO ACCESS IN CASE OF AN EMERGENCY.
3. PLACE TEMPORARY CONSTRUCTION SIGNS AS DIRECTED BY THE FIELD ENGINEER AND THE WCR.
4. PRIOR TO CONSTRUCTING THE BUS SHELTER PAD, THE CONTRACTOR SHALL CONTACT AAATA TO COORDINATE LOCATION (CHRIS WHITE (734) 973-6500). PAYMENT FOR COORDINATING WITH AAATA IS INCLUDED IN "Sidewalk, Ramp, Conc, 6 inch".
5. THE CONTRACTOR SHALL USE MAINTENANCE AGGREGATE, OR APPROVED SIMILAR BY THE ENGINEER, TO DIRECT PEDESTRIANS ALONG THE NORTHERN SIDE OF SOUTH HURON RIVER DRIVE WHILE THE PROPOSED SOUTH APPROACH AND SIDEWALK RAMP ARE BEING CONSTRUCTED. ONCE CONSTRUCTION OF THE SOUTH APPROACH AND RAMP ARE FINISHED, THE CONTRACTOR SHALL RE-DIRECT PEDESTRIANS TO THE SOUTHERN SIDE OF SOUTH HURON RIVER DRIVE WHILE THE PROPOSED NORTHERN BUS PAD AND PROPOSED PATHWAY ARE BEING CONSTRUCTED.
6. THE CONTRACTOR SHALL APPROPRIATELY RESTORE DISTURBED AREAS AFTER ALL PAVEMENT CONSTRUCTION HAS FINALIZED.

## MISCELLANEOUS

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

ANY SEWER AND/OR CURB STOP BOXES LOCATED IN SIDEWALK OR DRIVEWAYS SHALL BE ADJUSTED TO MEET PROPOSED ELEVATIONS.

## LAWN SPRINKLER SYSTEMS AND LANDSCAPING

IT IS NOT ANTICIPATED THAT THERE IS EXISTING IRRIGATION, HOWEVER, OWNERS OF EXISTING LAWN SPRINKLER SYSTEMS AND/OR LANDSCAPING SHALL BE NOTIFIED (IN WRITING WITH A COPY SENT TO THE ENGINEER) BY THE CONTRACTOR TWO WEEKS IN ADVANCE OF ANY WORK TO BE DONE THAT WILL AFFECT THOSE SYSTEMS AND/OR LANDSCAPING. IF THE PROPERTY OWNER FAILS TO RELOCATE THE LAWN SPRINKLER SYSTEM PRIOR TO THE CONTRACTOR BEGINNING WORK, AND IF THE CONTRACTOR CUTS THE SYSTEM DURING CONSTRUCTION, THE CONTRACTOR SHALL CAP THE SYSTEM PIPE AND WITNESS THE LOCATION OF THE CAP WITH A WOODEN STAKE FOR THE PROPERTY OWNERS USE. THE CONTRACTOR SHALL PLACE THE SALVAGED SPRINKLER HEADS ON THE PROPERTY OWNERS PROPERTY. IF THE PROPERTY OWNER FAILS TO RELOCATE THE LANDSCAPING PRIOR TO THE CONTRACTOR BEGINNING WORK, THE CONTRACTOR SHALL CAREFULLY SALVAGE THE LANDSCAPING ITEMS AND STOCKPILE THEM ON THE PROPERTY OWNERS PROPERTY FOR THE PROPERTY OWNER. ANY OTHER MODIFICATION TO THE LAWN SPRINKLER SYSTEMS AND/OR LANDSCAPING, IS THE RESPONSIBILITY OF THE OWNER AND IS NOT PART OF THIS CONTRACT. THIS WORK AND ALL REQUIRED COMMUNICATION AND COORDINATION WITH THE OWNER IS INCLUDED IN THE MACHINE GRADING PAY ITEM.

## ELECTRICAL

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

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

## EARTHWORK & GRADING

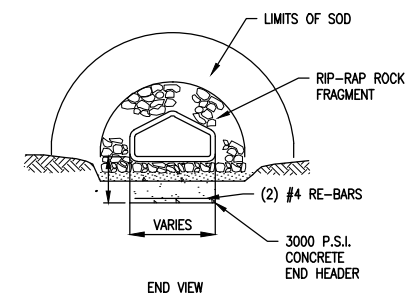
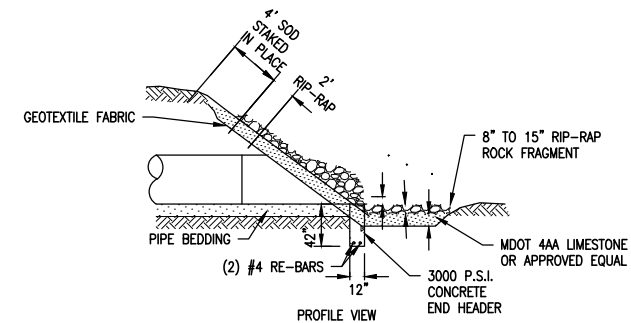
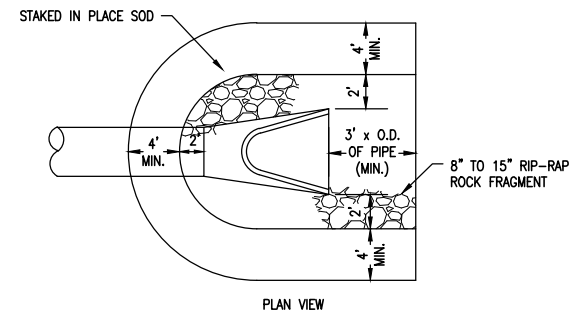
THE CONTRACTOR SHALL DISPOSE OF ALL UNSUITABLE MATERIAL AT A SITE OUTSIDE OF THE PROJECT LIMITS, OR AS APPROVED BY THE ENGINEER. NO SEPARATE PAYMENT WILL BE MADE FOR LOADING, HAULING, OR DISPOSING OF THE EXCAVATED UNSUITABLE MATERIALS, BUT SHALL BE INCLUDED IN THE COST OF MACHINE GRADING.

ALL NATURAL SOIL LEFT IN PLACE, IN CUT SECTIONS, SHALL BE COMPACTED TO NOT LESS THAN 95 PERCENT OF MAXIMUM UNIT WEIGHT TO A MINIMUM DEPTH OF 12 INCHES.

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

SAWING FOR PAVEMENT REMOVAL SHALL BE INCLUDED IN THE ITEM OF PAVEMENT AND SIDEWALK REMOVAL.

ALL SLOPES SHALL BE FINISHED AS CLASS A SLOPES. BACKFILL BEHIND ALL PROPOSED CURB WITH SOUND EARTH FILL AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER IS INCLUDED IN THE PLAN QUANTITY FOR MACHINE GRADING.



END SECTION DETAIL  
NOT TO SCALE

QUANTITIES THIS SHEET		
TOTAL	UNIT	DESCRIPTION
1	LSUM	Mobilization, Max. 5%
1	LSUM	Audiotape / Visual Route Survey
1	LSUM	Traffic Maintenance and Control
1	LSUM	Permit Allowance



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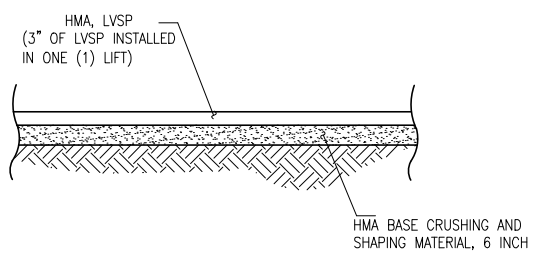
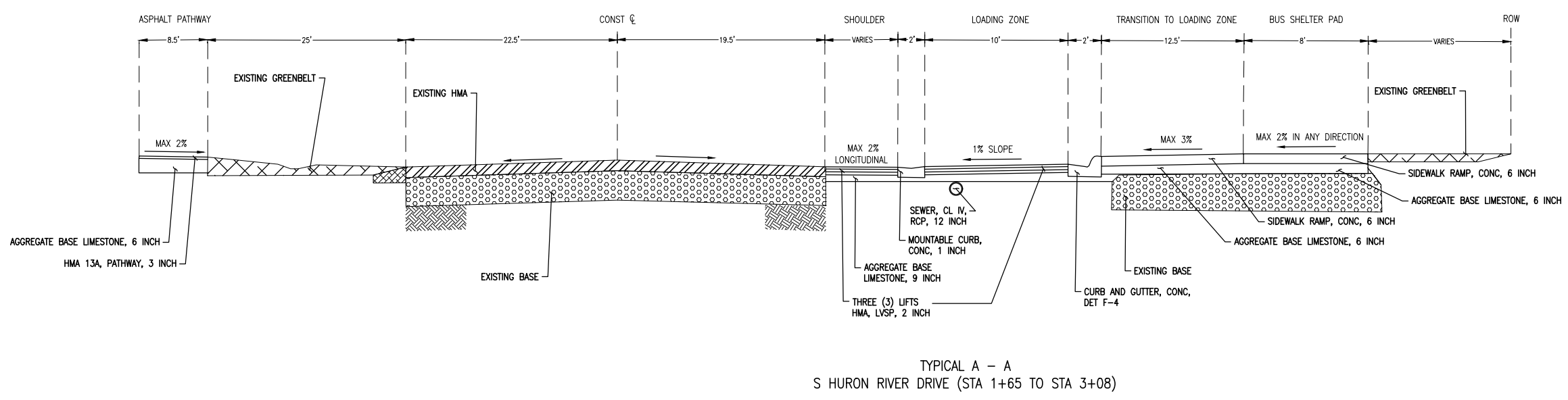
REVISIONS	DATE	DESCRIPTION

CHARTER TOWNSHIP OF YPSILANTI  
SCHOONER COVE BUS STOP IMPROVEMENTS

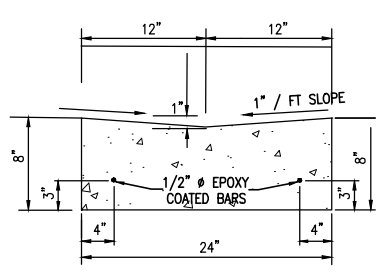
GENERAL NOTES

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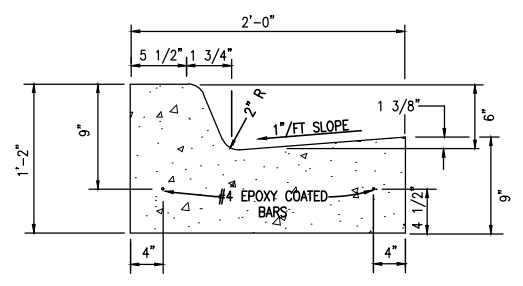
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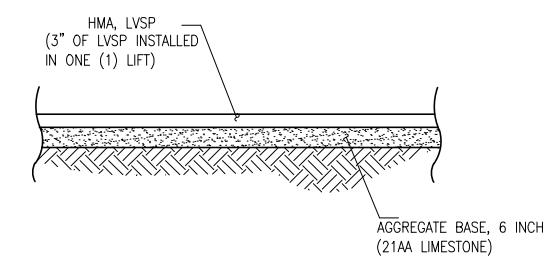
PROPOSED CROSS-SECTION  
HMA PATHWAY



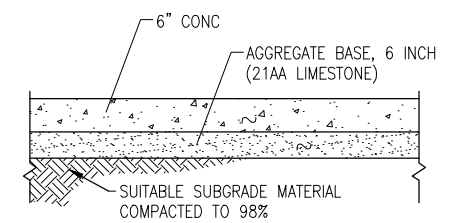
MOUNTABLE CURB, CONC, 1 INCH  
NTS



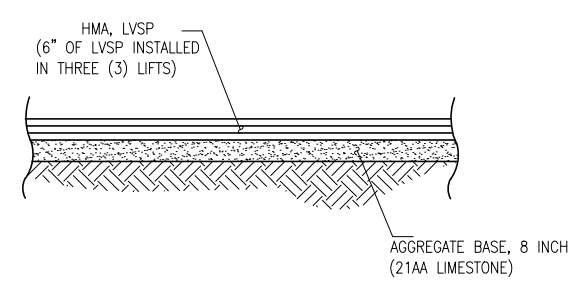
CURB AND GUTTER, CONC, DET F-4  
NTS



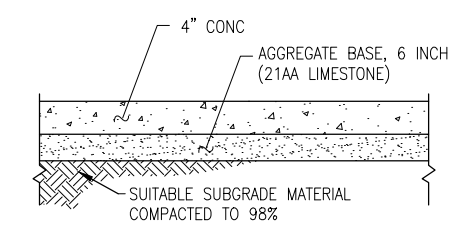
PROPOSED CROSS-SECTION  
HMA PATHWAY WITH NO HMA CRUSHING  
NTS



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



PROPOSED CROSS-SECTION  
HMA LOADING ZONE  
NTS



SIDEWALK CROSS-SECTION  
NTS

HMA APPLICATION ESTIMATE			
ITEM	RATE (LBS/SYD)	PERFORMANCE GRADE	REMARKS
HMA, LVSP, 2 INCH	220	64-22	2" LIFTS FOR LOADING ZONE AND SHOULDER
HMA, LVSP, 3 INCH	330	64-22	3" LIFT FOR HMA PATHWAY ALONG BOTH SIDES OF HURON RIVER DRIVE

DRAWING PATH: P:\0000\_01000\_0098180040\_Schooner Cove\_Bus\_Stop\Drawings\Civil\Details\180040DET-SESC.dwg Aug. 12, 2019 - 2:05pm

REVISIONS:

NO. 1  
DATE

NO. 2  
DATE

NO. 3  
DATE

NO. 4  
DATE

NO. 5  
DATE

NO. 6  
DATE

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CHARTER TOWNSHIP OF YPSILANTI  
SCHOONER COVE BUS STOP IMPROVEMENTS  
DETAILS

DRAWING PATH: P:\0000\_01000\_0098180040\_Schooner\_Cove\_Bus\_Stop\_Drawings\Civil\Removal\180040REM.dwg Aug 12, 2019 - 2:05pm

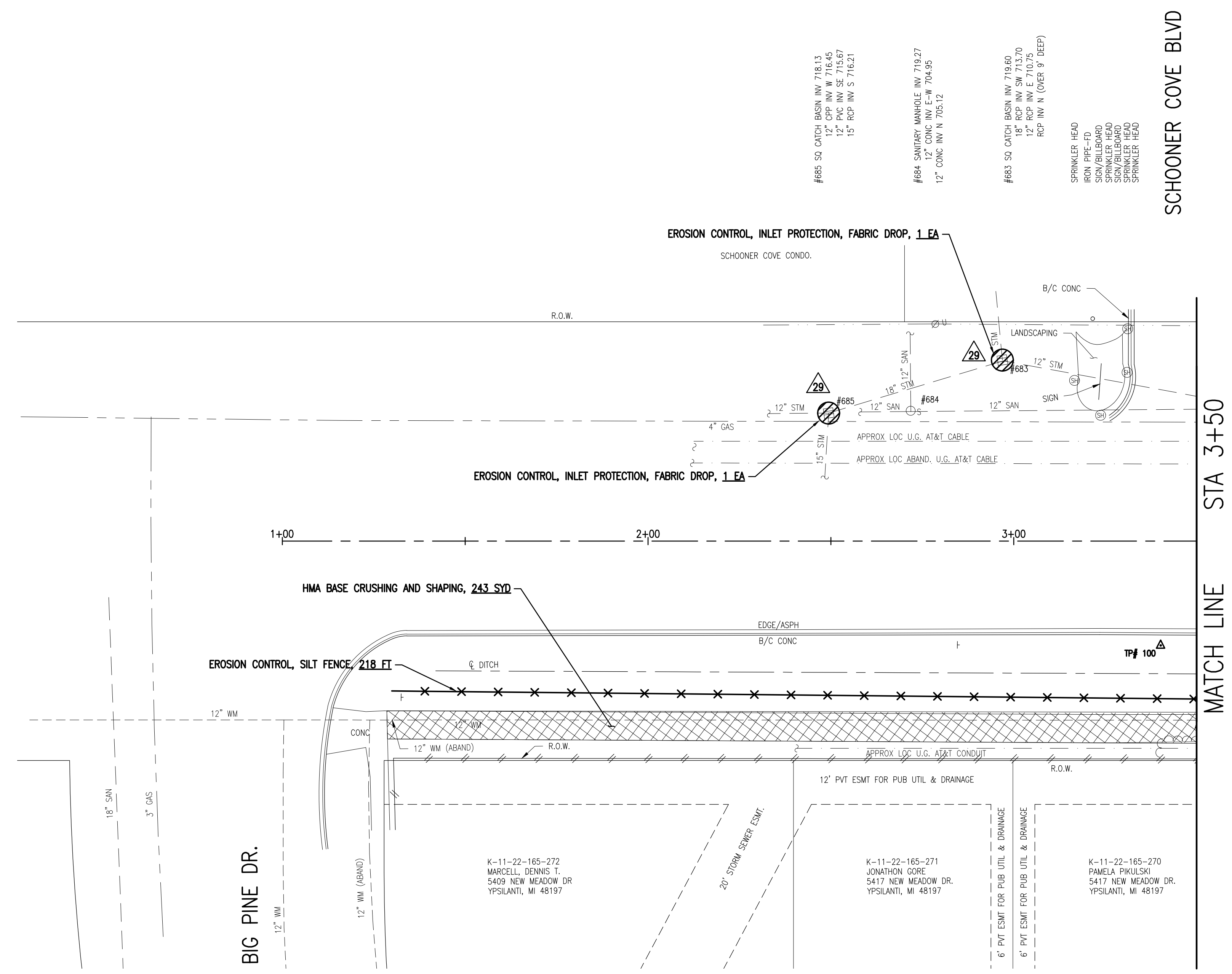
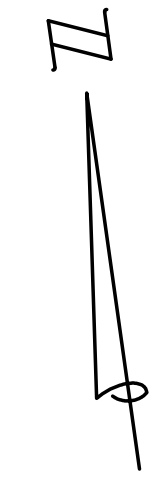
JOB BENCHMARK #200 SET COTTON SPINDLE IN S FACE OF WOOD LIGHT POLE NE QUAD OF HURON RIVER DR & SCHOONER COVE BLVD ELEV 721.07
JOB BENCHMARK #201 ARROW ON TOP OF HYDRANT E OF SCHOONER COVER BLVD, S SIDE OF S HURON RIVER DR ELEV 719.95
TRAVERSE POINT #100 N 260343.65 E 13334053.47 ELEV 718.58
TRAVERSE POINT #101 N 260290.85 E 13334393.24 ELEV 717.04

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







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Livonia, MI 48150  
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STA 3+50  
MATCH LINE

- LEGEND**
-  MDOT SOIL EROSION SPEC.
  -  INLET FILTER
  -  GEOTEXTILE SILT FENCE
  -  CHECK DAM

NOTE: CONTRACTOR TO DISPOSE OF EXTRA HMA MATERIAL NOT NEEDED.

**QUANTITIES FOR ALL REMOVAL SHEETS: 5, 7, & 9**

TOTAL	UNIT	DESCRIPTION
17	Ft	Curb and Gutter, Rem
54	Syd	Pavt, Rem
156	Syd	Pathway, Rem
15	Cyd	Subgrade Undercutting, Type II
3	Ea	Erosion Control, Inlet Protection, Fabric Drop
712	Ft	Erosion Control, Silt Fence
1	Ea	Erosion Control, Check Dam
588	Syd	HMA Base Crushing and Shaping



Know what's below.  
Call before you dig.

REVISIONS:


DATE	PROJ NUMBER	ENG	CAD	COUNTY	CITY/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
-	009-18-040	ES	ES	WASHTENAW	YPSILANTI	H: 1"=20' V: N/A	NAD83	NAD83
CHARTER TOWNSHIP OF YPSILANTI SCHOONER COVE BUS STOP IMPROVEMENTS REMOVAL PLAN P.O.E. TO STA 3+50								

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JOB BENCHMARK #200  
SET COTTON SPINDLE IN S FACE OF WOOD LIGHT POLE  
NE QUAD OF HURON RIVER DR & SCHOONER COVE BLVD  
ELEV 721.07

JOB BENCHMARK #201  
ARROW ON TOP OF HYDRANT  
E OF SCHOONER COVER BLVD, S SIDE OF S HURON RIVER DR  
ELEV 719.95

TRAVERSE POINT #100  
N 260343.65  
E 13334053.47 ELEV 718.58

TRAVERSE POINT #101  
N 260290.85  
E 13334393.24 ELEV 717.04

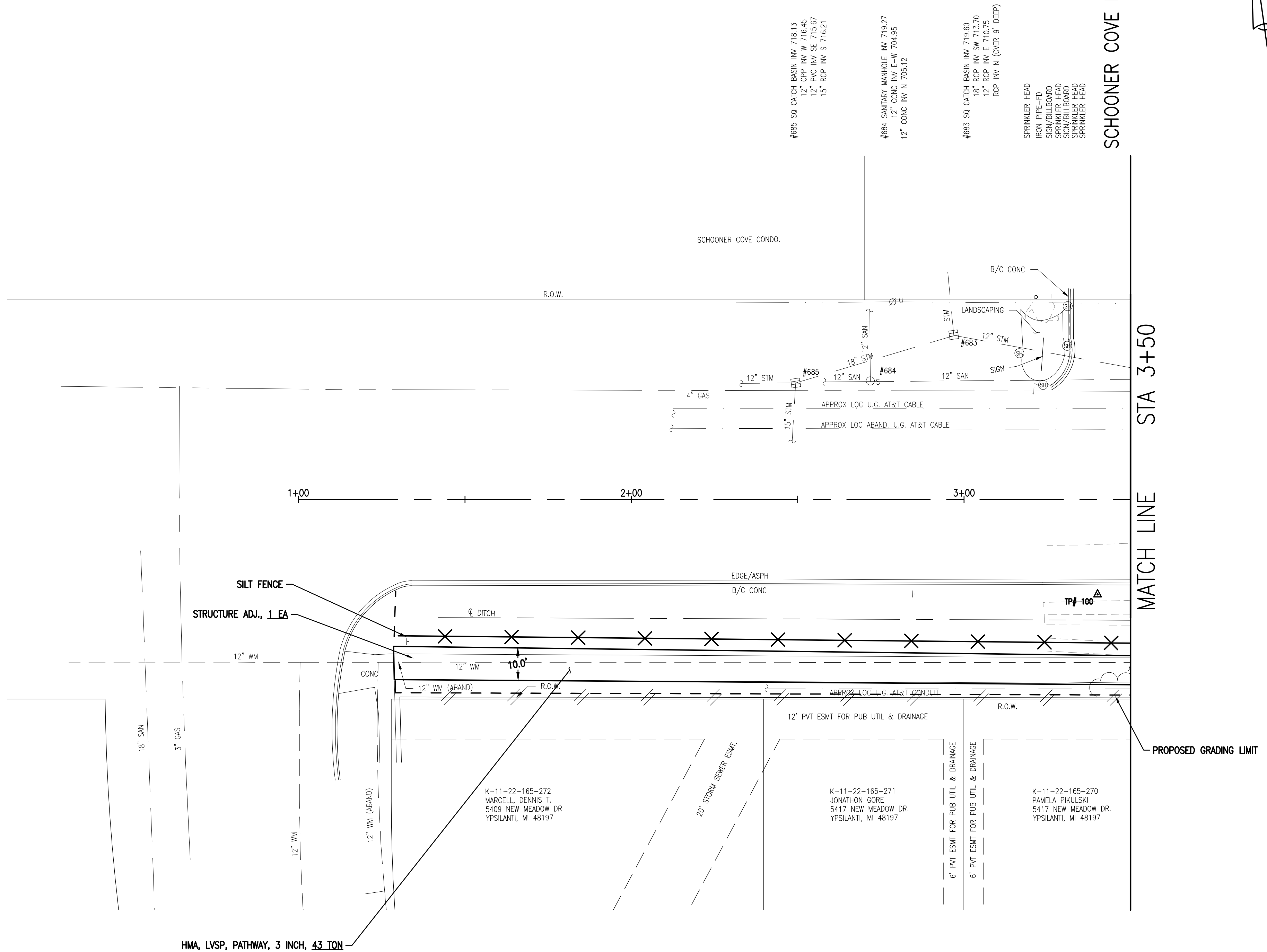
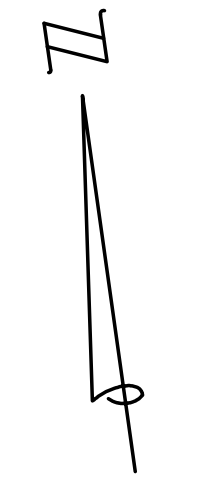
# SOUTH HURON RIVER DRIVE (120' R.O.W.)



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Livonia, MI 48150  
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**QUANTITIES FOR ALL CONSTRUCTION SHEETS: 6, 8, & 10**

UNIT	DESCRIPTION
5	Ea Structure Adj.
73	Cyd Embankment, LM
4	Sta Station Grading
183	Ton Aggregate Base, 21AA Limestone, 6 inch
103	Ton Aggregate Base, 21AA Limestone, 8 inch
25	Ton Maintenance Aggregate
3	Ft Storm Structure, Reconstruction
150	Cyd Trench Undercut and Backfill
1	Ea Dr Structure, 24 inch dia
1	Ea Dr Structure, Tap, 12 inch
63	Ft Culvert, CI A, Corrugated, 12 inch
124	Ft Sewer, CI IV, RCP, 12 inch
3	Ea Culvert End Section
10	Ton Hand Patching
56	Ton HMA, LVSP
34	Ton HMA, LVSP, Pathway, 3 inch
150	Ft Curb and Gutter, Conc, Det F4
140	Ft Mountable Curb, Conc, 1 inch
1017	Sft Sidewalk Ramp, Conc, 6 inch
1060	Sft Sidewalk, Conc, 4 inch
2	Ea Sign, Crosswalk, Yield
85	Ft Pavt Mrkg, Polyurea, 12 inch, White
16	Ton Riprap, Plain
223	Syd Slope Restoration



REVISIONS:

NO.	DESCRIPTION

DATE	PROJ NUMBER	ENG	ES	PROJ MGR	ES	CADD	COUNTY	CITY/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
-	008-18-040	-	-	-	-	-	WASHTENAW	YPSILANTI	H: 1"=20' V: N/A	NAD83	NAD83

**CHARTER TOWNSHIP OF YPSILANTI  
SCHOONER COVE BUS STOP IMPROVEMENTS  
CONSTRUCTION PLAN**

P.O.E. TO STA 3+50

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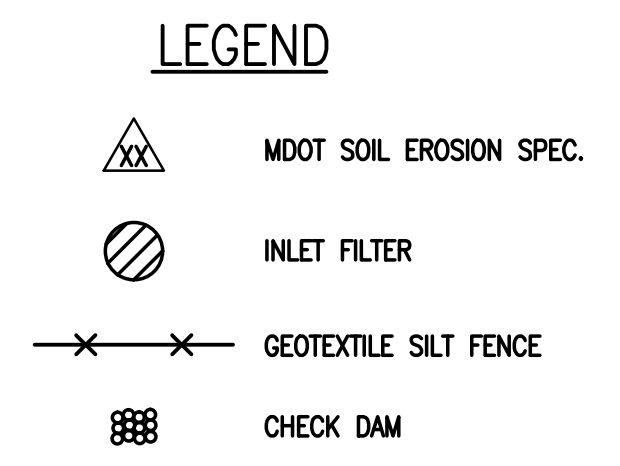
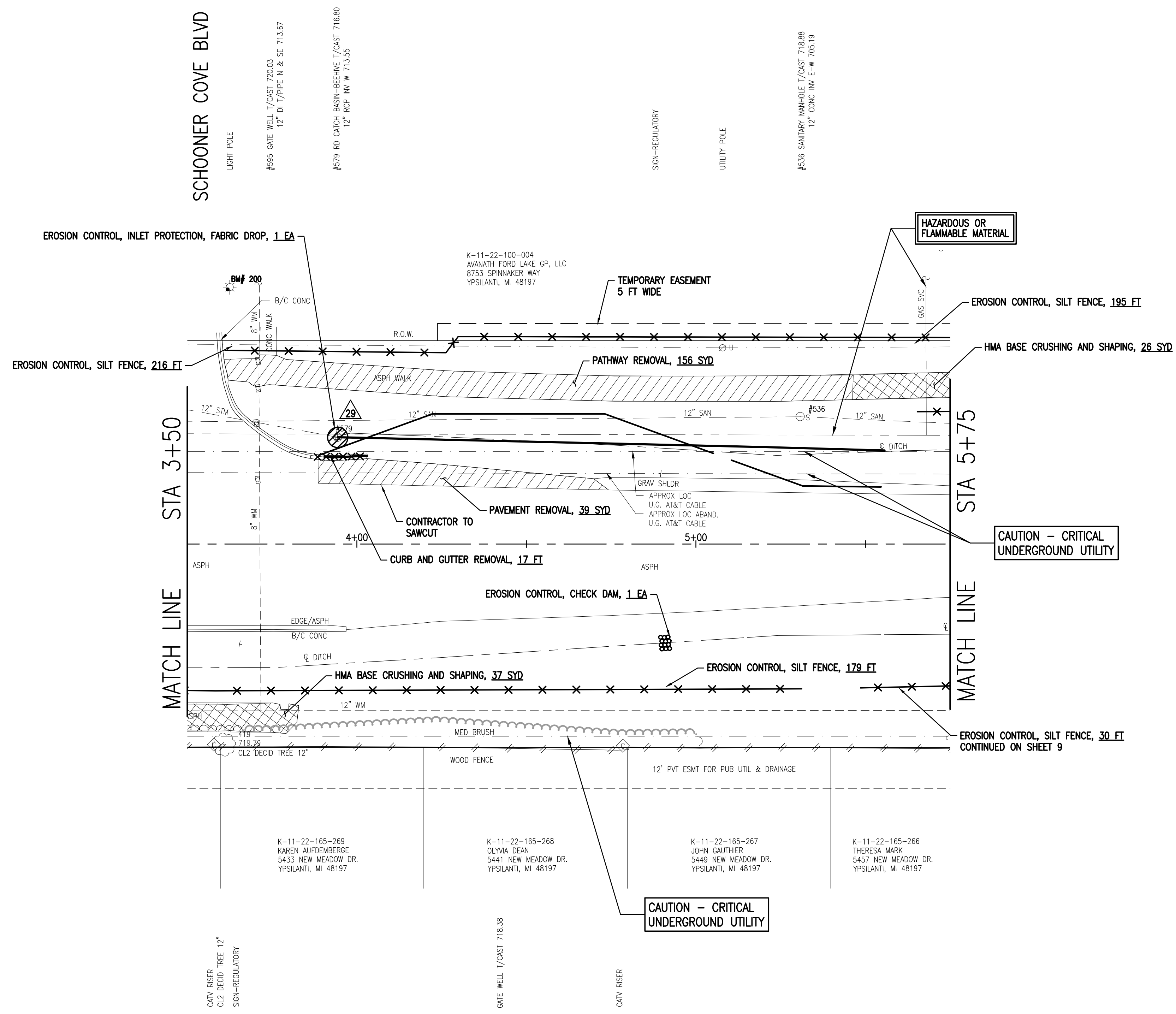
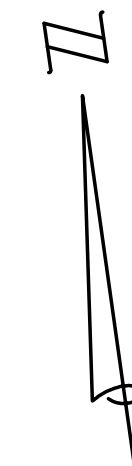
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JOB BENCHMARK #200  
 SET COTTON SPINDLE IN S FACE OF WOOD LIGHT POLE  
 NE QUAD OF HURON RIVER DR & SCHOONER COVE BLVD  
 ELEV 721.07

JOB BENCHMARK #201  
 ARROW ON TOP OF HYDRANT  
 E OF SCHOONER COVER BLVD, S SIDE OF S HURON RIVER DR  
 ELEV 719.95

TRAVERSE POINT #101  
 N 260290.85  
 E 13334393.24 ELEV 717.04

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



DRAWING PATH: P:\0000\_01000\_00298160040\_Schooner-Cove\_Bus\_Stop\_Drawings\Civil\Removal\180040FEM.dwg Aug 12, 2019 - 2:06pm

REVISIONS:


DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/TOWNSHIP	SCALE	HORZ DATUM	VERT DATUM
	009-18-040	ES		ES	WASHTENAW	YPSILANTI	H: 1"=20'	V: N/A	NAD83

CHARTER TOWNSHIP OF YPSILANTI  
SCHOONER COVE BUS STOP IMPROVEMENTS

REMOVAL PLAN  
STA 3+50 TO STA 5+75

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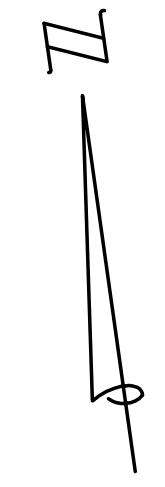
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SET COTTON SPINDLE IN S FACE OF WOOD LIGHT POLE  
NE QUAD OF HURON RIVER DR & SCHOONER COVE BLVD  
ELEV 721.07

JOB BENCHMARK #201  
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E OF SCHOONER COVER BLVD, S SIDE OF S HURON RIVER DR  
ELEV 719.95

TRAVERSE POINT #100  
N 260343.65  
E 13334053.47 ELEV 718.58

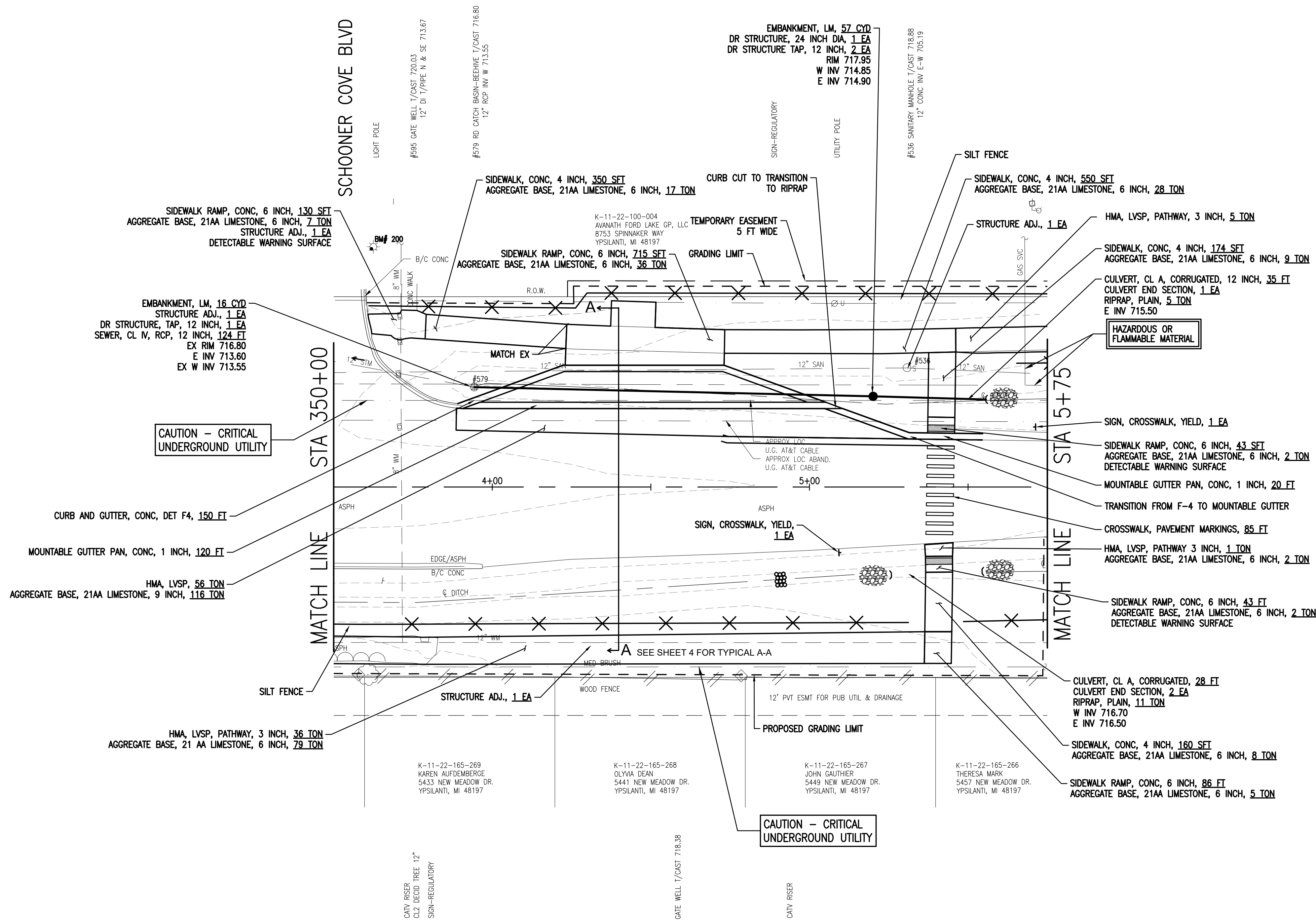
TRAVERSE POINT #101  
N 260290.85  
E 13334393.24 ELEV 717.04

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



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REVISIONS:	

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-	0098-18-0040	ES	JH	ES	WASHTENAW	YPSILANTI	H: 1"=20'	V: N/A	NAD83
<b>CHARTER TOWNSHIP OF YPSILANTI</b> <b>SCHOONER COVE BUS STOP IMPROVEMENTS</b> <b>CONSTRUCTION PLAN</b> <b>STA 350+00 TO STA 5+75</b>									



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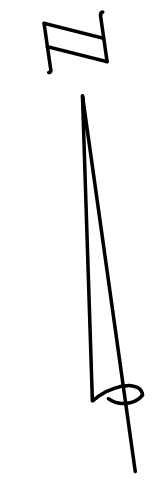
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SET COTTON SPINDLE IN S FACE OF WOOD LIGHT POLE  
NE QUAD OF HURON RIVER DR & SCHOONER COVE BLVD  
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TRAVERSE POINT #100  
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E 13334053.47 ELEV 718.58

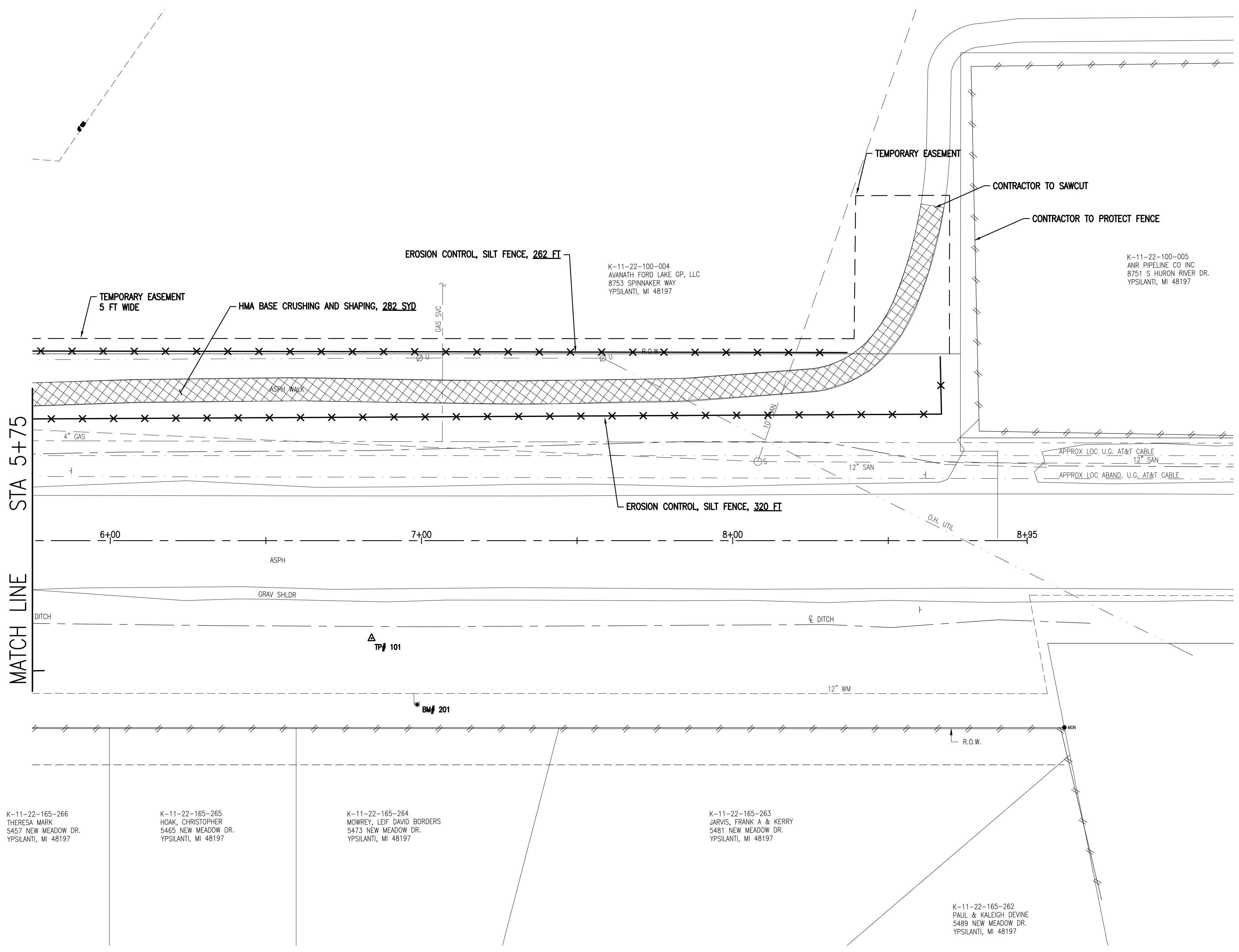
TRAVERSE POINT #101  
N 260290.85  
E 13334393.24 ELEV 717.04

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



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MATCH LINE STA 5+75

- LEGEND**
- MDOT SOIL EROSION SPEC.
  - INLET FILTER
  - GEOTEXTILE SILT FENCE
  - CHECK DAM



Know what's below.  
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DATE	PROJ NUMBER	ENG	PROJ NAME	CADD	COUNTY	CITY/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
-	008-18-040	ES	ES	ES	WASHTENAW	YPSILANTI	H: 1"=20' V: N/A	NAD83	NAD83

CHARTER TOWNSHIP OF YPSILANTI  
SCHOONER COVE BUS STOP IMPROVEMENTS  
REMOVAL PLAN  
STA 5+75 TO P.O.E.

DRAWING PATH: P:\0000\_01000\_0098180040\_Schooner Cove Bus Stop Drawings\Civil\Removal\180040REM.dwg Aug 12, 2019 - 2:06pm

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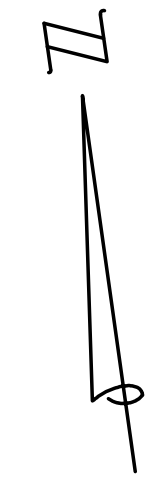
JOB BENCHMARK #200  
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E 13334053.47 ELEV 718.58

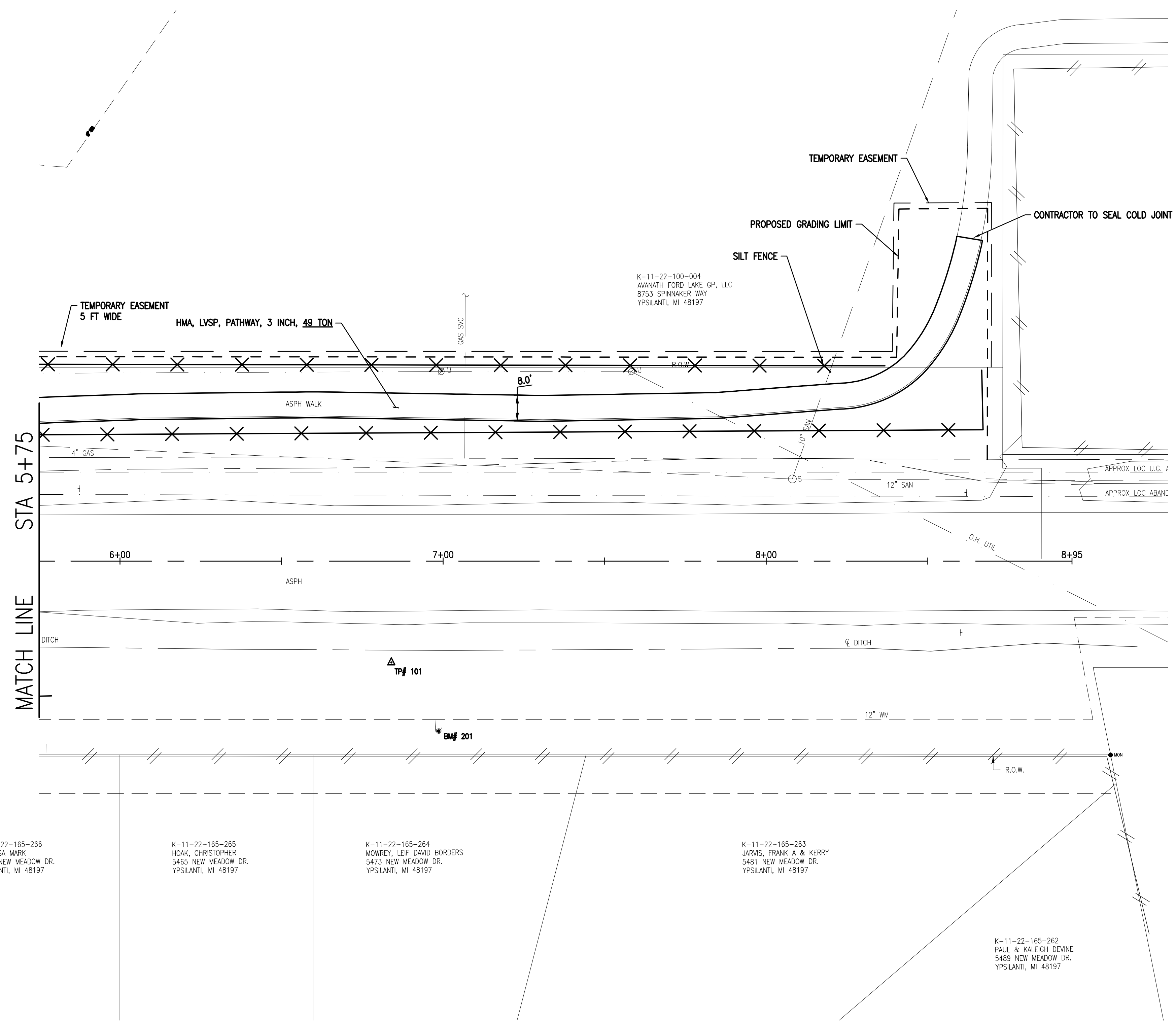
TRAVERSE POINT #101  
N 260290.85  
E 13334393.24 ELEV 717.04

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K-11-22-165-266  
THERESA MARK  
5457 NEW MEADOW DR.  
YPSILANTI, MI 48197

K-11-22-165-265  
HOWK, CHRISTOPHER  
5465 NEW MEADOW DR.  
YPSILANTI, MI 48197

K-11-22-165-264  
MOWREY, LEIF DAVID BORDERS  
5473 NEW MEADOW DR.  
YPSILANTI, MI 48197

K-11-22-165-263  
JARVIS, FRANK A & KERRY  
5481 NEW MEADOW DR.  
YPSILANTI, MI 48197

K-11-22-165-262  
PAUL & KALEIGH DEVINE  
5489 NEW MEADOW DR.  
YPSILANTI, MI 48197

DRAWING PATH: P:\0000\_01000\_0098180040\_Schooner\_Cove\_Bus\_Stop\_Drawings\Civil\Plans\_Cons\180040CON.dwg Aug 12, 2019 2:06pm

DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
08-18-2040	ES	ES	ES	ES	WASHTENAW	YPSILANTI	H: 1"=20' V: N/A	NAD83	NAD83
<p><b>CHARTER TOWNSHIP OF YPSILANTI</b> <b>SCHOONER COVE BUS STOP IMPROVEMENTS</b> <b>CONSTRUCTION PLAN</b> STA 5+75 TO P.O.E.</p>									



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TRAVERSE POINT #100  
 N 260343.65  
 E 13334053.47 ELEV 718.58

TRAVERSE POINT #101  
 N 260290.85  
 E 13334393.24 ELEV 717.04

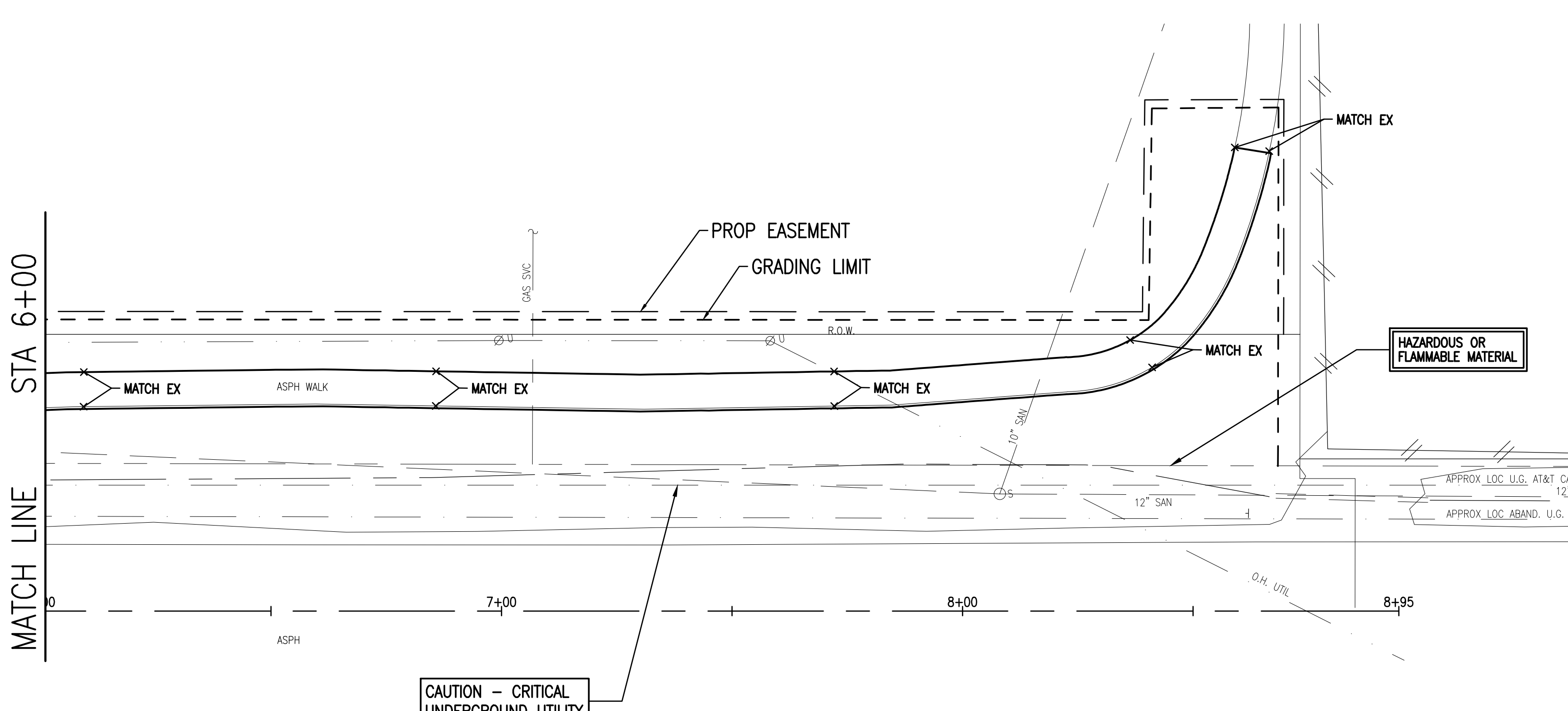
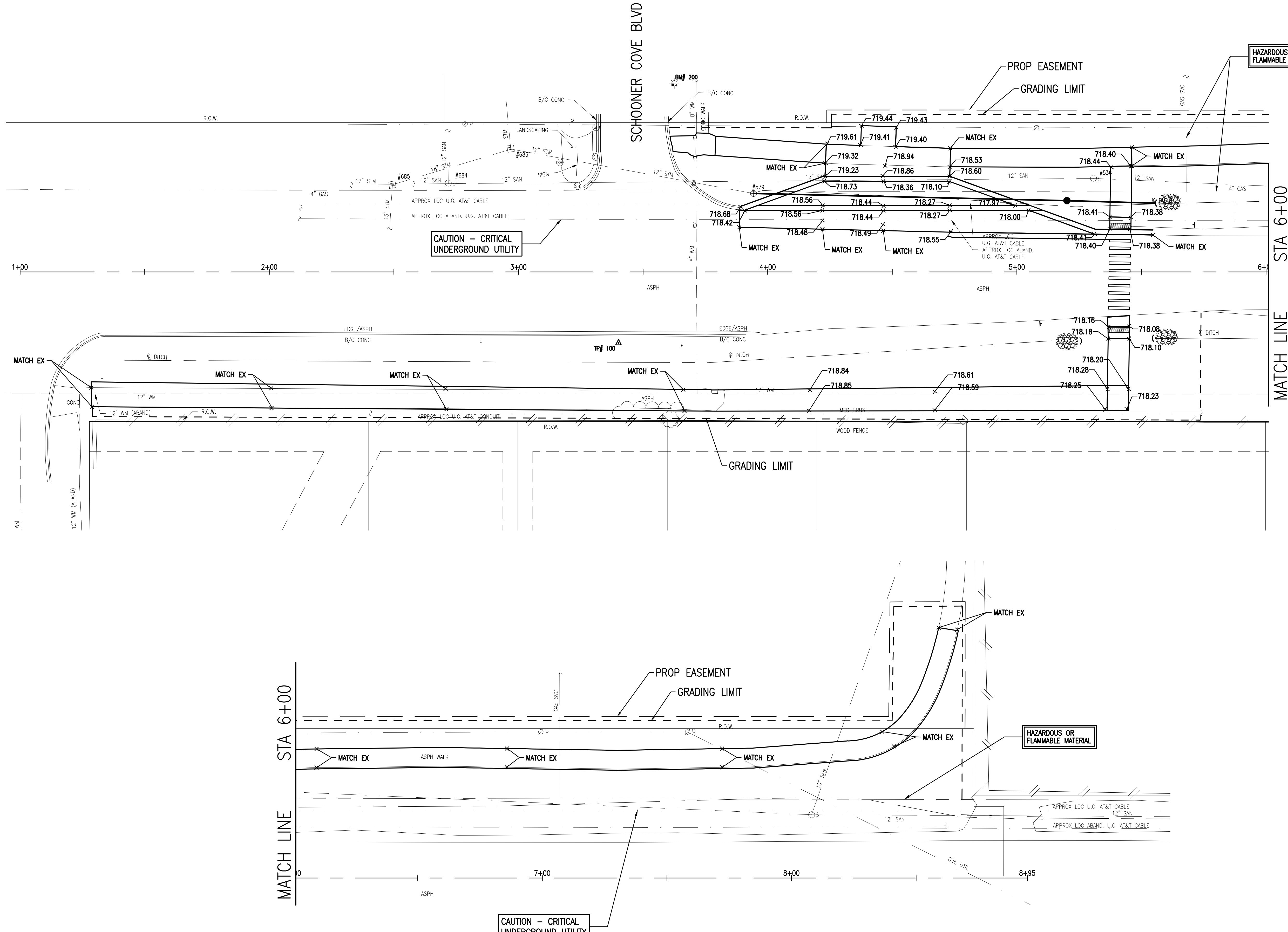
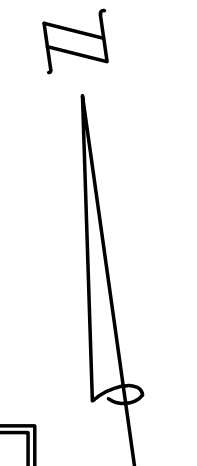
# SOUTH HURON RIVER DRIVE (120' R.O.W.)



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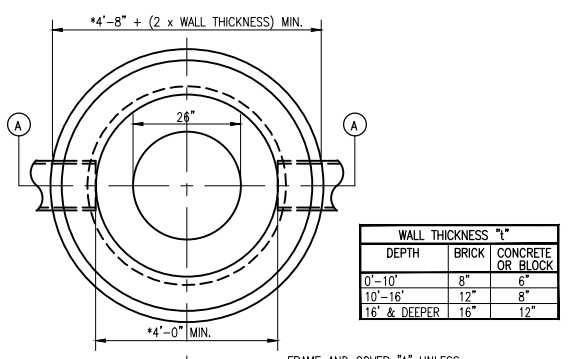
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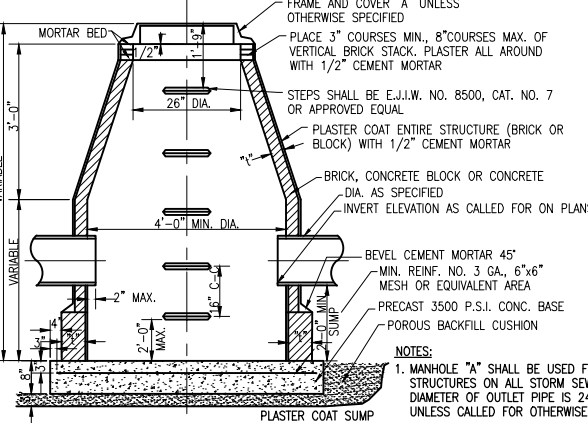
CHARTER TOWNSHIP OF YPSILANTI  
 SCHOONER COVE BUS STOP IMPROVEMENTS  
 DETAILED GRADES



Know what's below.  
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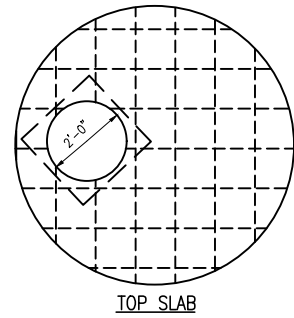


DEPTH	WALL THICKNESS "t"	
	BRICK	CONCRETE OR BLOCK
0'-10"	8"	6"
10'-16"	12"	8"
16' & DEEPER	16"	12"

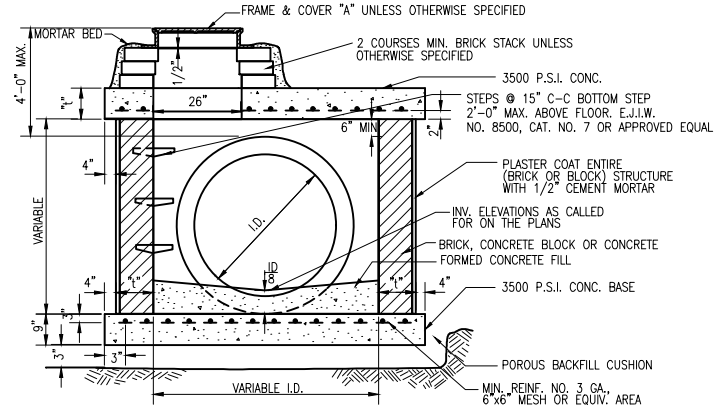


SECTION A-A  
MANHOLE "A"

- NOTES:  
 1. MANHOLE "A" SHALL BE USED FOR MANHOLE STRUCTURES ON ALL STORM SEWERS WHERE THE DIAMETER OF OUTLET PIPE IS 24" OR SMALLER, UNLESS CALLED FOR OTHERWISE ON THE PLANS.  
 2. DIA. OF M.H. SHALL BE INCREASED AS SHOWN ON THE PLANS OR IN THE PROPOSAL DEPENDING ON THE DIAMETERS AND ANGLES OF THE SEWERS.



TOP SLAB

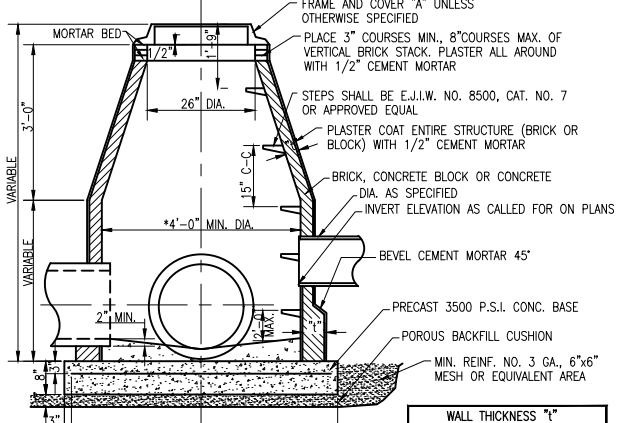
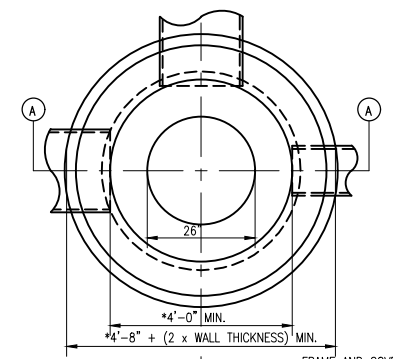


TYPICAL SECTION  
MANHOLE "D"

OUTLET I.D.	M.H. D	TOP SLAB "t"	WALLS "t"	REINFORCING STEEL (SLAB)
24" OR LESS	4'-0"	9"	8"	3/4" @ 9" EACH WAY
30"	4'-0"	9"	8"	3/4" @ 9" EACH WAY
36"	4'-0"	9"	12"	3/4" @ 9" EACH WAY
42"	4'-0"	10"	12"	3/4" @ 9" EACH WAY
48"	4'-0"	11"	12"	7/8" @ 9" EACH WAY
54"	4'-0"	11"	12"	7/8" @ 9" EACH WAY

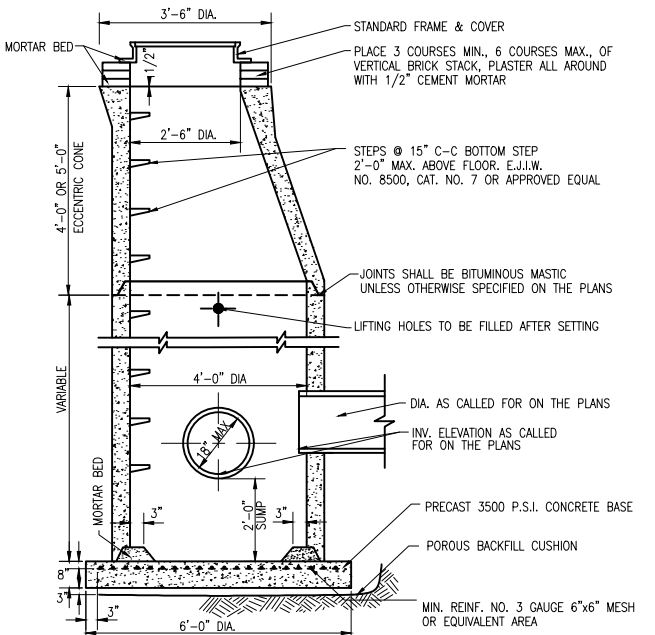
M.H. D	TOP SLAB "t"	WALLS "t"	REINFORCING STEEL (SLAB)
7'-0"	12"	12"	7/8" @ 9" EACH WAY
8'-0"	12"	12"	1" @ 9" EACH WAY

- NOTES:  
 1. DIA. SHALL BE INCREASED AS SHOWN ON PLANS OR IN THE PROPOSAL DEPENDING ON THE ANGLE OF THE SEWERS.  
 2. M.H. "D" SHALL BE USED WHERE THE DEPTH OF COVER FROM THE TOP OF CASTING TO THE TOP OF SEWER IS LESS THAN 4'-0". M.H. "D" SHALL BE CONSTRUCTED WITH A 2" SUMP WHERE DIAMETER OF OUTLET SEWER IS 24" OR LESS.



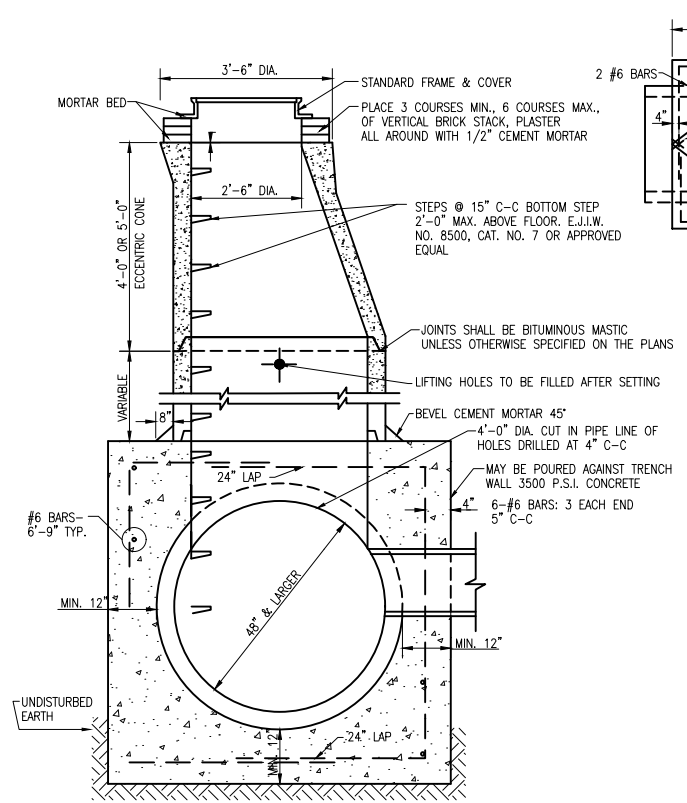
SECTION A-A  
MANHOLE "B"

- NOTES:  
 1. MANHOLE "B" SHALL BE USED FOR MANHOLE STRUCTURES ON ALL STORM SEWERS WHERE THE DIAMETER OF OUTLET PIPE IS 24" OR SMALLER, UNLESS CALLED FOR OTHERWISE ON THE PLANS.  
 2. DIA. OF M.H. SHALL BE INCREASED AS SHOWN ON THE PLANS OR IN THE PROPOSAL DEPENDING ON THE DIAMETERS AND ANGLES OF THE SEWERS.



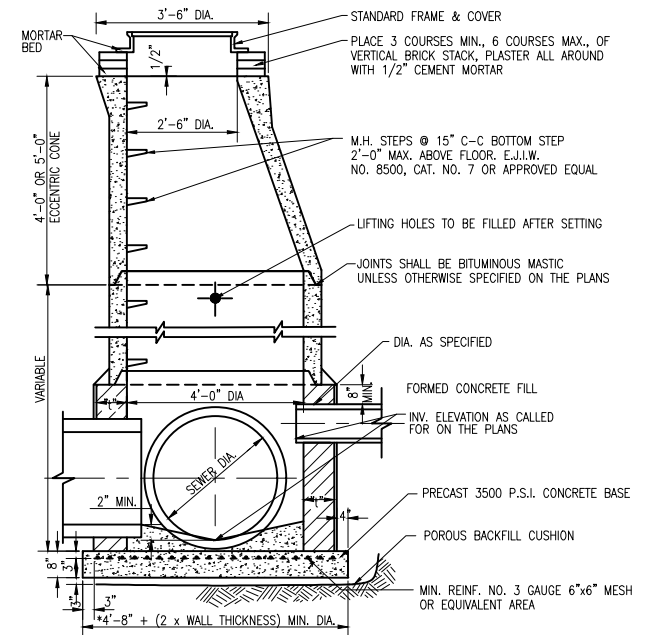
TYPICAL SECTION  
PRECAST MANHOLE "E"

- NOTES:  
 1. THIS MANHOLE SHALL BE USED ONLY WHEN MEETING CONDITIONS STATED IN THE "GENERAL MANHOLE NOTES", ITEM NO. 2A  
 2. PRECAST UNITS SHALL MEET THE REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68.



TYPICAL SECTION  
PRECAST MANHOLE "C"

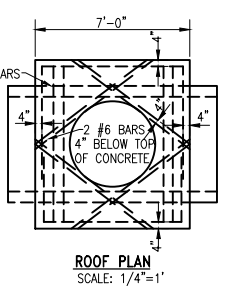
- NOTES:  
 1. MANHOLE "C" SHALL BE USED FOR MANHOLE STRUCTURES ON ALL STORM SEWERS WHERE 48" OR LARGER DIA. PIPES INTERSECT.  
 2. PRECAST UNITS SHALL MEET THE REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68.



TYPICAL SECTION  
PRECAST MANHOLE "F"

- NOTES:  
 1. THIS MANHOLE SHALL BE USED ONLY WHEN MEETING CONDITIONS STATED IN THE "GENERAL MANHOLE NOTES", ITEM NO. 2A  
 2. PRECAST UNITS SHALL MEET REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68.  
 3. DIAMETER OF MANHOLE SHALL BE INCREASED AS SHOWN ON PLANS OR IN THE PROPOSAL, DEPENDING ON THE DIAMETERS AND ANGLES OF THE SEWERS.

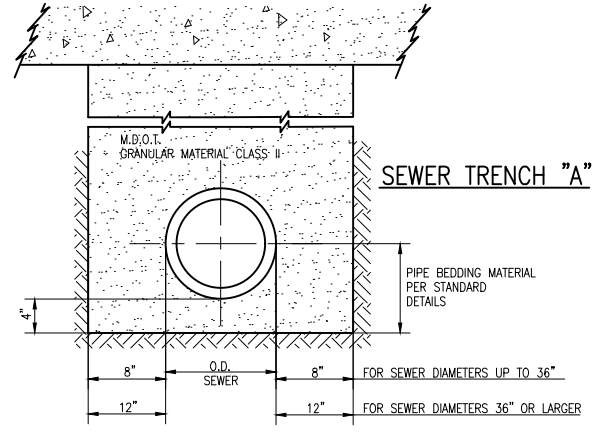
DEPTH	WALL THICKNESS "t"	
	BRICK	CONCRETE OR BLOCK
0'-10"	8"	6"
10'-16"	12"	8"
16' & DEEPER	16"	12"



ROOF PLAN  
SCALE: 1/4"=1'

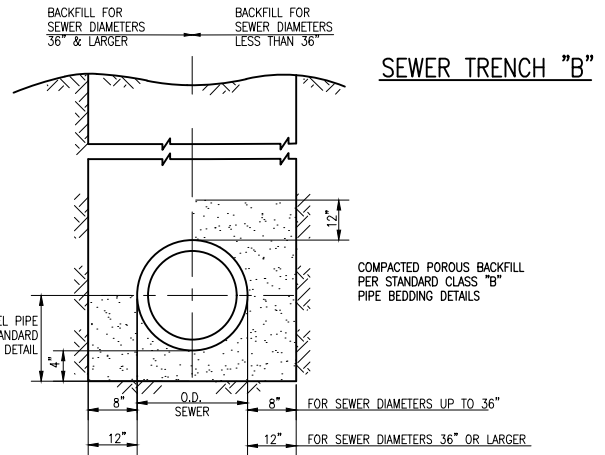
GENERAL NOTES FOR  
STORM SEWER MANHOLES

- ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWNSHIP OF YPSILANTI AND YCUA.
- CONTRACTOR SHALL CONSTRUCT MANHOLES WITH PRECAST REINFORCED CONCRETE UNITS ("E", "F", AND "I") IN LIEU OF CONCRETE, BRICK AND BLOCK MANHOLES ("A" AND "B") IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:
  - MAXIMUM DIAMETER OF SEWER OUTLET IN ANY PRECAST UNIT SHALL BE 18" (MANHOLE "E" ONLY).
  - NO OPENINGS SHALL BE MADE IN PRECAST UNITS WHICH WOULD LEAVE LESS THAN 24" OF UNDISTURBED PRECAST PIPE OR WOULD REMOVE MORE THAN 30% OF THE CIRCUMFERENCE ALONG ANY HORIZONTAL PLANE.
  - STRUCTURES FOR SEWERS LARGER THAN 18", OR THOSE NOT MEETING THE OPENING REQUIREMENTS, SHALL BE BUILT OF BLOCK OR BRICK UP TO A MINIMUM OF 8" ABOVE THE TOP OF SEWER, WITH PRECAST UNITS BEING USED ABOVE THIS POINT. WHERE PRECAST UNITS REST ON THE BLOCK OR BRICK, THE GROOVE IN THE PRECAST UNIT SHALL BE FILLED WITH MORTAR.
  - OPENINGS FOR THE OUTLET SEWER SHALL BE PRECAST WITH A DIAMETER OF 3 INCHES LARGER THAN THE OUTSIDE DIAMETER OF THE OUTLET PIPE. ALL OTHER OPENINGS SHALL BE MADE IN THE FIELD AFTER MANHOLE HAS BEEN CONSTRUCTED.
- ALL VERTICAL OPENINGS IN CONCRETE BLOCK STRUCTURE WALLS SHALL BE COMPLETELY FILLED WITH MORTAR. ALL VERTICAL WALL JOINTS SHALL BE CEMENT POINTED.
- A "POURED 3500 P.S.I. CONCRETE BASE" WITHOUT STEEL REINFORCEMENT MAY BE SUBSTITUTED FOR PRECAST BASE WHEN APPROVED BY THE TOWNSHIP ENGINEER. A POROUS BACKFILL CUSHION WILL NOT BE REQUIRED UNDER THE POURED BASE UNLESS CONTRACTOR HAS EXCAVATED BELOW THE REQUIRED ELEVATION, AT WHICH TIME THE ENGINEER WILL DECIDE AS TO THE MERITS OF INCREASING THE THICKNESS OF THE CONCRETE BASE OR THE USE OF A POROUS BACKFILL CUSHION.
- WHERE UNSTABLE GROUND CONDITIONS ARE ENCOUNTERED, SLAG OR STONE BEDDING SHALL BE USED AS DIRECTED BY THE ENGINEER IN ORDER TO PROVIDE A STABLE FOUNDATION FOR PIPE AND MANHOLES.
- ALL PIPES ENTERING OR LEAVING A MANHOLE SHALL BE ADEQUATELY SUPPORTED BY POURING 2500 P.S.I. CONCRETE FILL FROM UNDISTURBED EARTH TO SPRINGLINE.
- WHEREVER EXISTING MANHOLES OR SEWER PIPE ARE TO BE TAPPED, DRILL HOLES AT 4" CENTER TO CENTER AROUND PERIPHERY OR OPENING TO CREATE A PLANE OF WEAKNESS BEFORE BREAKING SECTION OUT.



SEWER TRENCH "A"

- NOTES:  
 1. TRENCH "A" SHALL BE USED UNDER ROAD SURFACES, PAVEMENT, SIDEWALK, CURB, AGGREGATE & PAVED DRIVES AND WHERE THE EDGE OF TRENCH IS WITHIN 3 FEET OF THE PAVEMENT  
 2. GRANULAR MATERIAL SHALL BE PLACED BY THE "CONTROLLED DENSITY METHOD" OR OTHER MEANS HAVING APPROVAL OF THE ENGINEER AND IS TO BE COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT



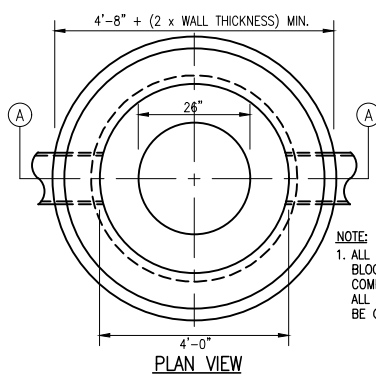
SEWER TRENCH "B"

- NOTES:  
 1. SUITABLE EXCAVATED BACKFILL MATERIAL SHALL BE PLACED IN ONE FOOT LAYERS AND COMPACTED BY MECHANICAL TAMPING OR OTHER EFFECTIVE MEANS HAVING APPROVAL OF THE ENGINEER, TO A DENSITY EQUIVALENT TO THE UNDISTURBED ADJACENT SOIL.  
 2. TRENCH "B" SHALL BE USED UNDER CONDITIONS OTHER THAN SPECIFIED FOR TRENCH "A"

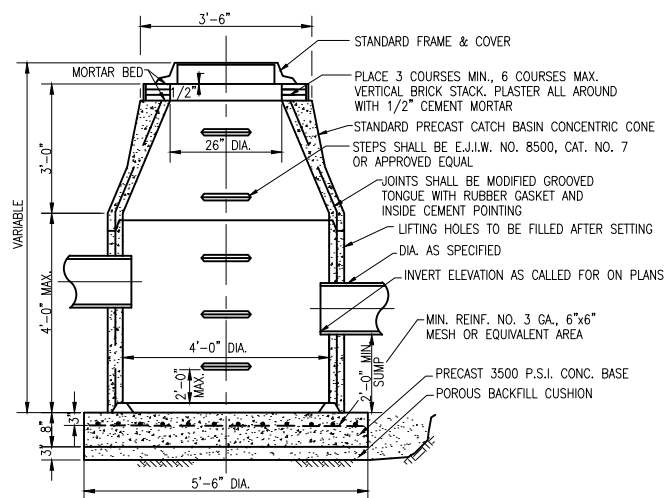
DRAWING: P:\0000\_01000\_009818040\_Schooner Cove\_Bus\_Stop\Drawings\Civil\Details\180040DET\_SESG.dwg Aug 12, 2019 - 2:06pm

REVISIONS: [REVISIONS TABLE] CITY/TOWNSHIP: YPSILANTI COUNTY: WASHINGTON STATE: WA DATE: 08/12/2019 PROJ. NO.: 009818040 PROJ. MGR.: JH ENG.: ES

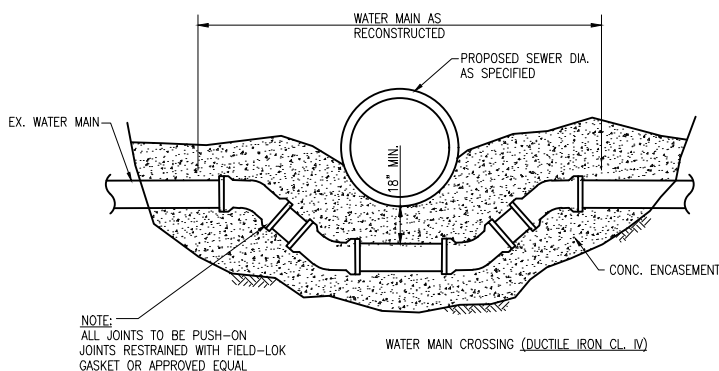
CHARTER TOWNSHIP OF YPSILANTI  
SCHOONER COVE BUS STOP IMPROVEMENTS  
DETAILS



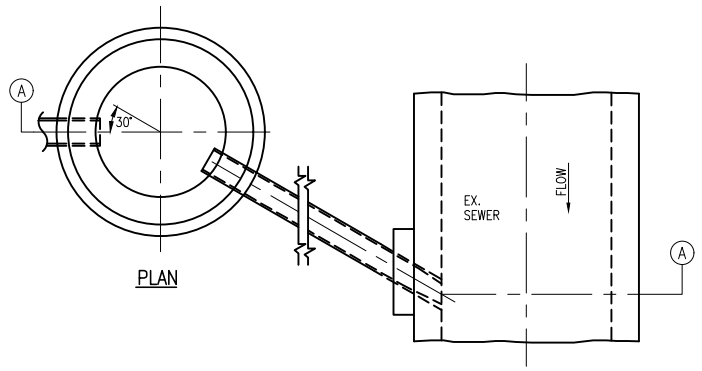
**NOTE:**  
 1. ALL VERTICAL HOLES IN CONCRETE BLOCK STRUCTURE WALL SHALL BE COMPLETELY FILLED WITH MORTAR. ALL VERTICAL WALL JOINTS SHALL BE CEMENT POINTED.



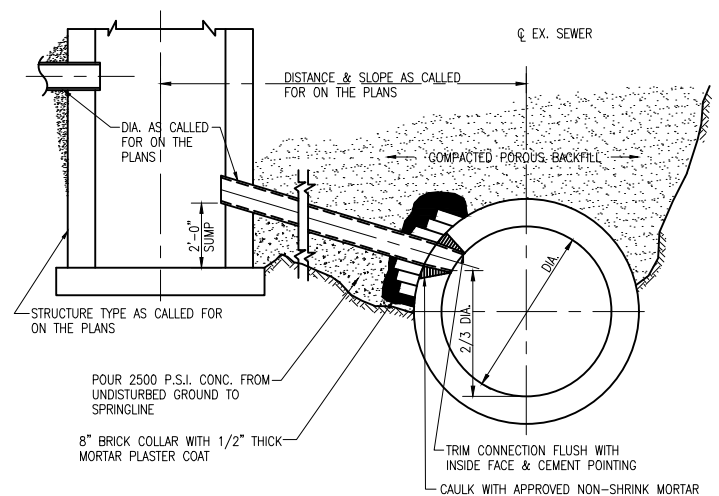
**CROSS-SECTION CATCH BASIN "B"**



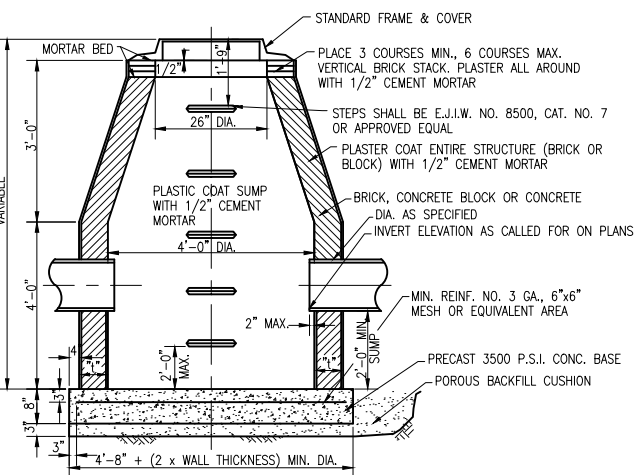
**WATER MAIN CROSSING**



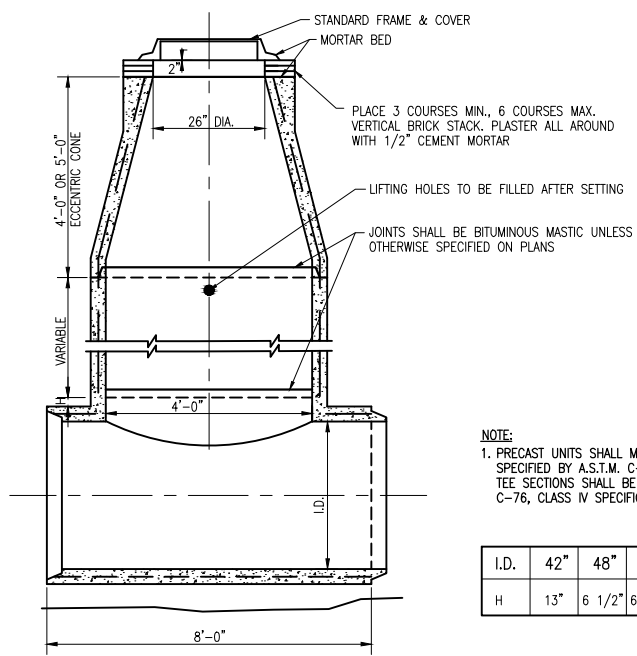
**PLAN**



**SECTION A-A TYPICAL CONNECTIONS TO EXISTING SEWERS**



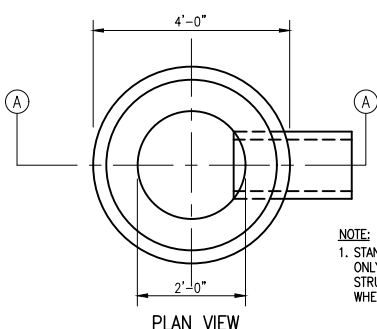
**SECTION A-A CATCH BASIN "A"**



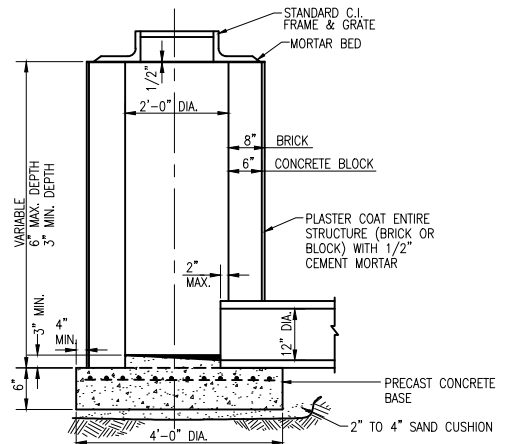
**PRECAST MANHOLE "T"**

**NOTE:**  
 1. PRECAST UNITS SHALL MEET THE REQUIREMENTS SPECIFIED BY A.S.T.M. C-478-68. ALL MANHOLE TEE SECTIONS SHALL BE REINFORCED TO A.S.T.M. C-76, CLASS IV SPECIFICATIONS.

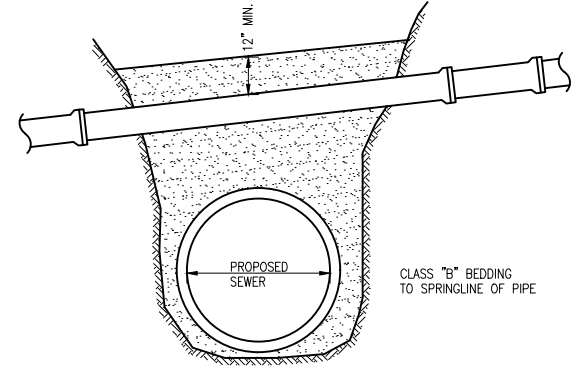
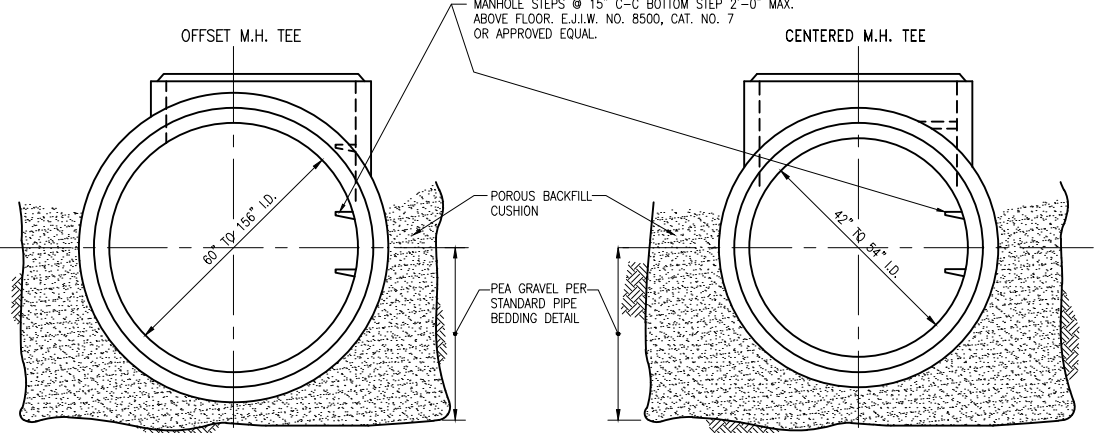
		H DIMENSION								
I.D.		42"	48"	54"	60"	66"	72"	78"	84"	OVER 84"
H		13"	6 1/2"	6 1/2"	1"	1 3/4"	2 1/2"	4"	6"	7"



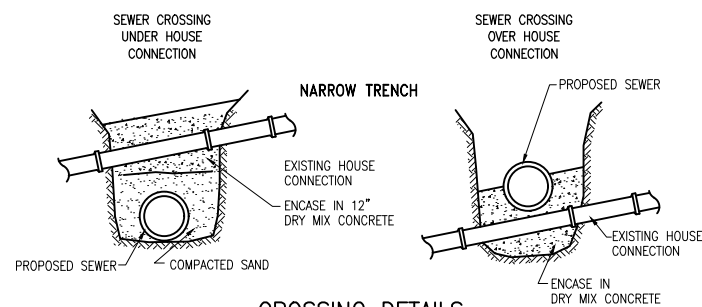
**NOTE:**  
 1. STANDARD INLET WILL BE USED ONLY WHEN OUTLETTING TO A STRUCTURE HAVING A SUMP OR WHEN OUTLETTING TO A DITCH.



**SECTION A-A STANDARD INLET**



**HOUSE CONNECTION CROSSING**



**CROSSING DETAILS**

**NOTE:**  
 1. WHEN UNSTABLE GROUND CONDITIONS ARE ENCOUNTERED STONE, SLAG OR DRY MIX CONCRETE SHALL BE USED TO BACKFILL THE TRENCH TO A HEIGHT 12" ABOVE THE TOP OF THE SEWER LEAD.

DRAWING PATH: P:\0000\_01000\_0098180040\_Schooner Cove\_Bus\_Stop\Drawings\Civil\Details\180040DET-SESC.dwg Aug. 12, 2019 - 2:07pm

REVISIONS:

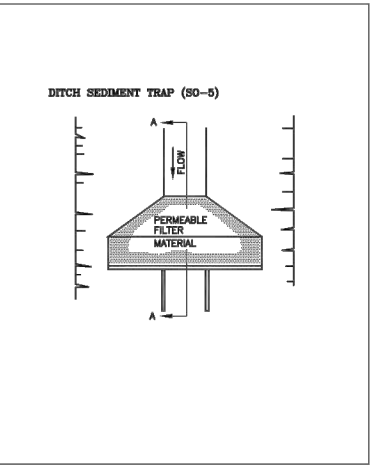
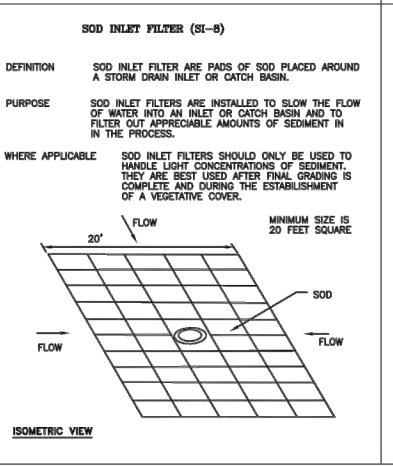
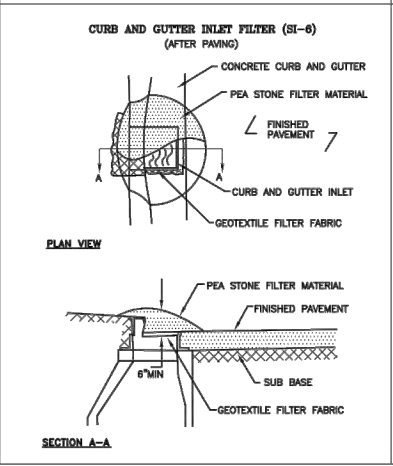
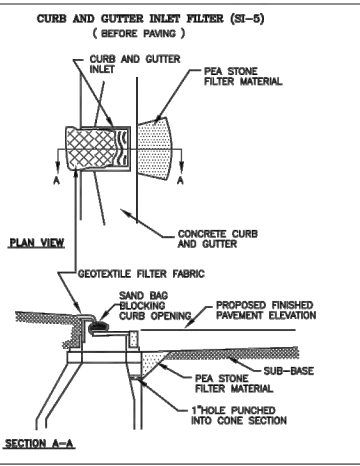
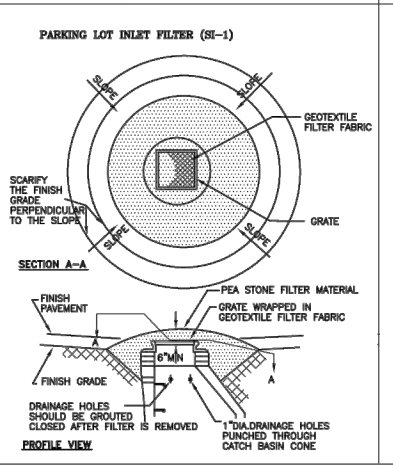
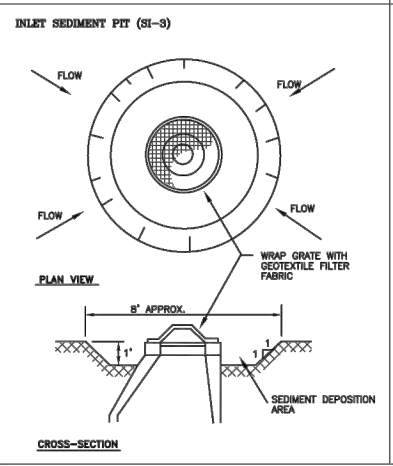
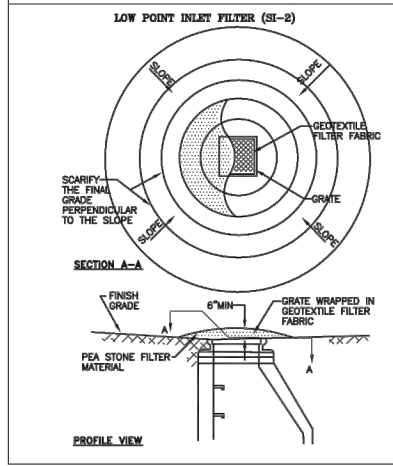
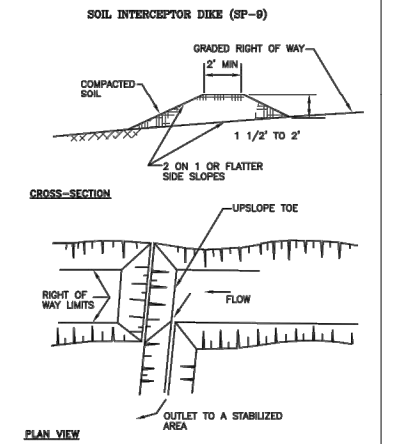
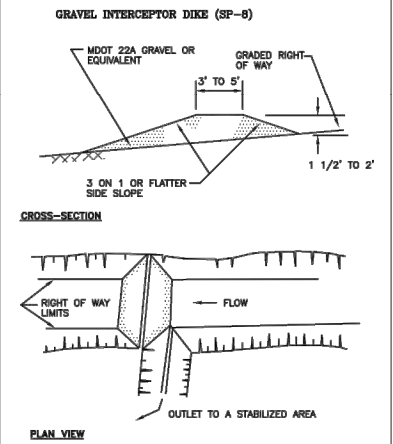
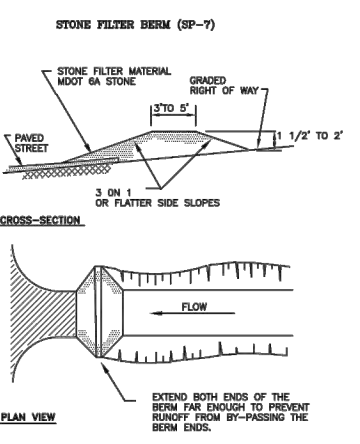
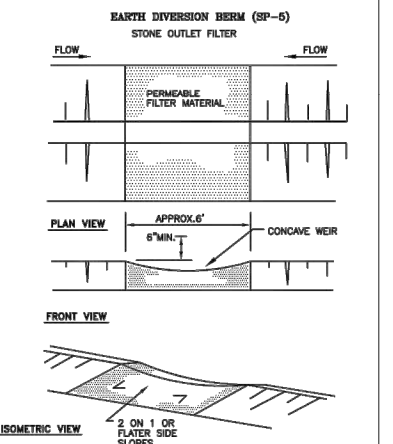
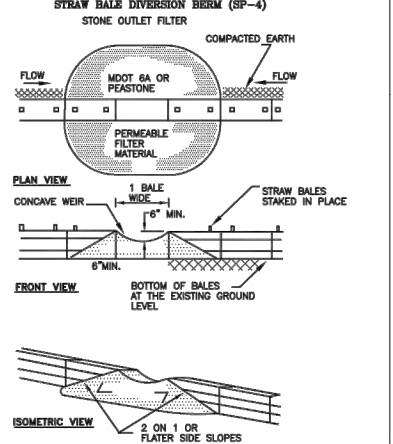
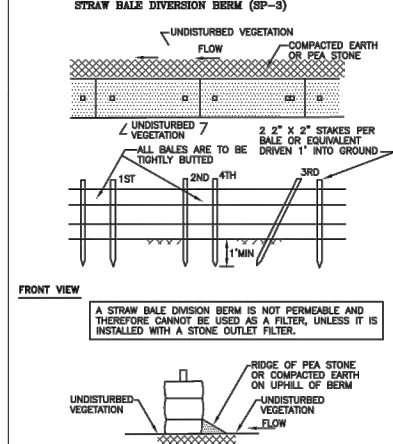
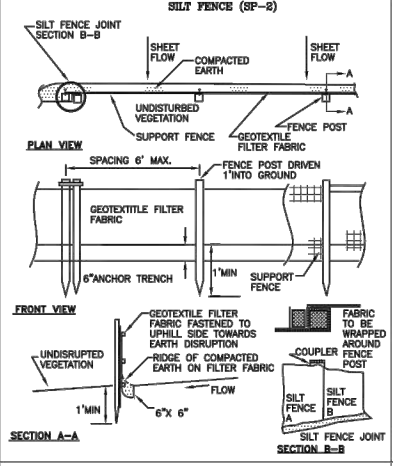
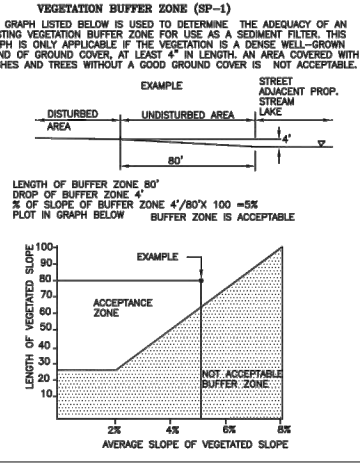
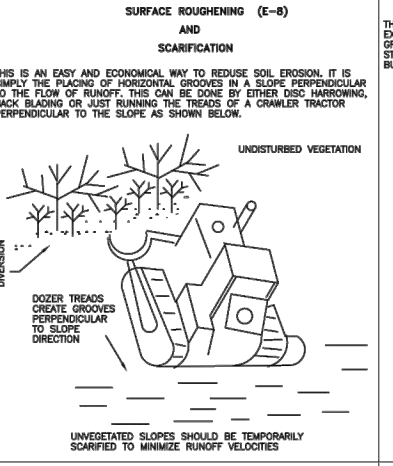
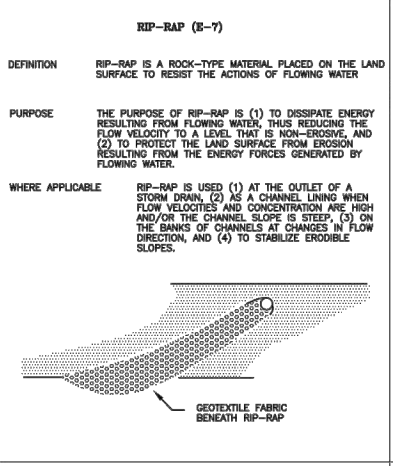
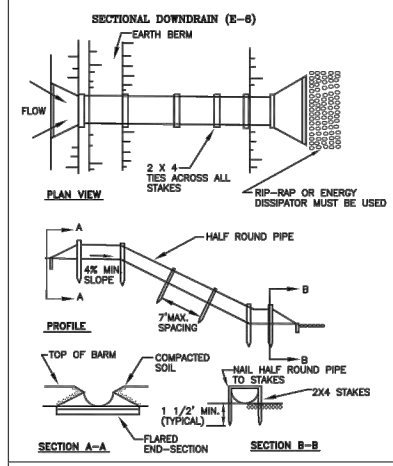
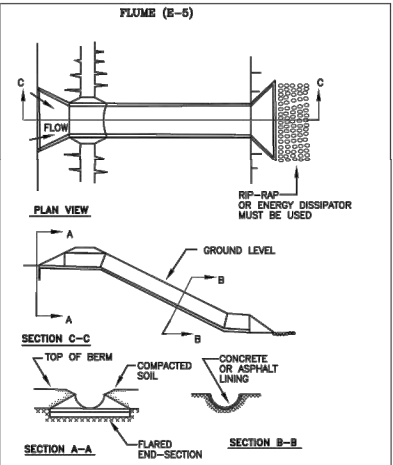
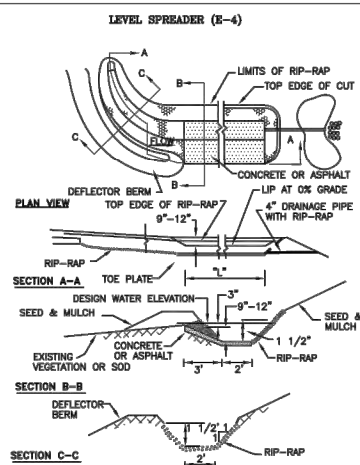
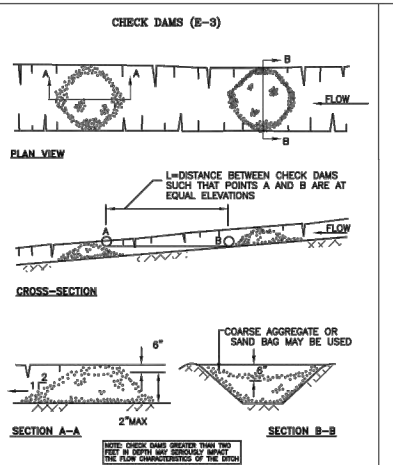
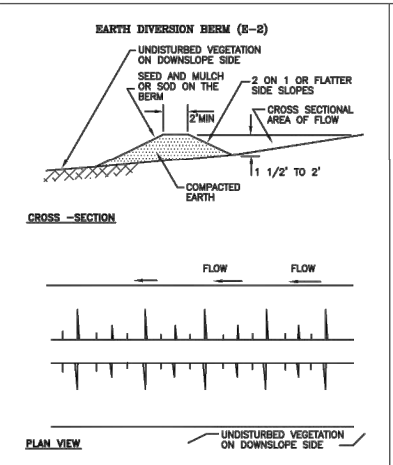
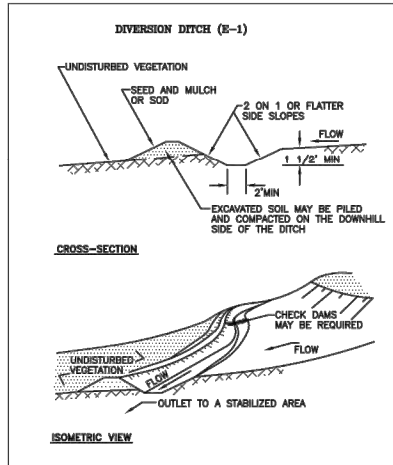
NO.	DATE	DESCRIPTION

CITY/TOWNSHIP: YPSILANTI  
 COUNTY: WASHTENAW  
 CAD: ES  
 PROJ. MGR: JH  
 PROJ. NUMBER: 0098-18-040  
 DATE: -  
 SCALE: H: 1"=40' V: 1"=4'  
 SHEET: 13 OF 14  
 CHARTER TOWNSHIP OF YPSILANTI  
 SCHOONER COVE BUS STOP IMPROVEMENTS  
 DETAILS  
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**RULE 323.1703**  
**SOIL EROSION AND SEDIMENTATION CONTROL PLAN REQUIREMENTS.**

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

- (A) A MAP OR MAPS AT A SCALE OF NOT MORE THAN 200 FEET TO THE INCH OR AS OTHERWISE DETERMINED BY THE COUNTY OR LOCAL ENFORCING AGENCY. A MAP SHALL INCLUDE A LEGAL DESCRIPTION AND SITE LOCATION SKETCH THAT INCLUDES THE PROXIMITY OF ANY PROPOSED EARTH CHANGE TO LAKES OR STREAMS, OR BOTH; PREDOMINANT LAND FEATURES; AND CONTOUR INTERVALS OR SLOPE DESCRIPTION.
- (B) A SOILS SURVEY OR A WRITTEN DESCRIPTION OF THE SOIL TYPES OF THE EXPOSED LAND AREA CONTEMPLATED FOR THE EARTH CHANGES.
- (C) DETAILS FOR PROPOSED EARTH CHANGES, INCLUDING ALL OF THE FOLLOWING:
  - (i) A DESCRIPTION AND THE LOCATION OF THE PHYSICAL LIMITS OF EACH PROPOSED EARTH CHANGE.
  - (ii) A DESCRIPTION AND THE LOCATION OF ALL EXISTING AND PROPOSED ON-SITE DRAINAGE AND DEWATERING FACILITIES.
  - (iii) THE TIMING SEQUENCE OF EACH PROPOSED EARTH CHANGE.
  - (iv) THE LOCATION AND DESCRIPTION FOR INSTALLING AND REMOVING ALL PROPOSED TEMPORARY SOIL EROSION AND SEDIMENTATION CONTROL MEASURES.
  - (v) A DESCRIPTION AND THE LOCATION OF ALL PROPOSED PERMANENT SOIL EROSION AND SEDIMENTATION MEASURES.
  - (v) A PROGRAM PROPOSAL FOR THE CONTINUED MAINTENANCE OF ALL PERMANENT SOIL EROSION AND SEDIMENTATION CONTROL MEASURES THAT REMAIN AFTER PROJECT COMPLETION, INCLUDING THE DESIGNATION OF THE PERSON RESPONSIBLE FOR THE MAINTENANCE. MAINTENANCE RESPONSIBILITIES SHALL BECOME A PART OF ANY SALES OR EXCHANGE AGREEMENT FOR THE LAND ON WHICH THE PERMANENT SOIL EROSION CONTROL MEASURES ARE LOCATED.



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REVISIONS: \_\_\_\_\_  
 CITY/TOWNSHIP: YPSILANTI  
 COUNTY: WASHTENAW  
 CAD: ES  
 PROJ. MGR: JH  
 ENG: ES  
 DATE: 08-16-2018  
 SHEET: 14 OF 14  
 CHARTER TOWNSHIP OF YPSILANTI  
 SCHOONER COVE BUS STOP IMPROVEMENTS  
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# OTHER BUSINESS

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