CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk.

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

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

October 1, 2019

Work Session – 5:00 p.m. Regular Meeting – 7:00 p.m.

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197

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

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, OCTOBER 1, 2019

5:00PM

CIVIC CENTER BOARD ROOM 7200 HURON RIVER DRIVE

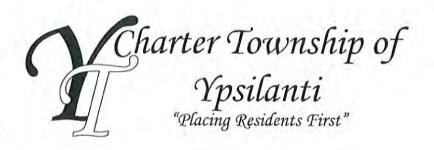
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- a. 101-265 BUILDING OPERATIONS
- b. 101-774 PARKS AND GROUNDS
- c. FUND 208 PARKS
- d. FUND 212 BSR II
- e. FUND 226 ENVIRONMENTAL SERVICES
- f. FUND 595 MOTORPOOL
- g. FUND 590 COMPOST
- BOARD POLICY DISCUSSION......KAREN LOVEJOY ROE, CLERK

 AGENDA REVIEW......SUPERVISOR STUMBO

 OTHER DISCUSSIONBOARD MEMBERS

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



Supervisor's Office

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 481-0617 Fax: (734) 484-0002

www.ytown.org

TO: Karen Lovejoy Roe, Clerk

Brenda L. Stumbo, Supervisor FROM:

September 23, 2019 DATE:

RE: Request to place draft budget discussion on October 1, 2019 Work

Session agenda

Listed below are the draft budgets we will be reviewing. The Supervisor's Office prepared all of the draft budgets that fall under the Residential Services Director since the position was vacant at the time they were prepared. It was vacant from December 2017 until July 2019.

- 101-265 Building Operations
- 101-774 Parks & Grounds
- Fund 208 Parks
- Fund 212 BSR II
- Fund 226 Environmental Services
- Fund 595 Motorpool

Carl Rowsey will be present to answer questions on:

Fund 590 - Compost

If you have any questions, please let me know.

tk

Attachment

Javonna Neel, Accounting Director CC: Michael Hoffmeister, Residential Services Director

NARRATIVE

101-265 - Building Operations

Expenditures

Line Item	Explanation
101-265-000-705-000 – Salary-Supervision	Salary for the Building Operations Director, a Teamster Position. In past years, this position was split between 101.265 Building Operations and 101.774 Parks & Grounds. Both the Building Operations Director and Parks & Grounds Director positions have been restored to 100% and are now budgeted in their respective budgets. A 2.5% increase is budgeted for 2020. We anticipate a retirement in 2020.
101-265-000-706-000 – Salary-Permanent Wages	Cost of two full-time maintenance tech staff, three full-time custodians (one at Civic Center, one at Recreation and one who floats between buildings), 50% of one full-time custodian (shared with 14-B Court) and three part-time custodians (at Recreation), all AFSCME positions. A 2.5% contractual increase is budgeted.
	Even though the increase is budgeted, a decrease is shown. This is due to two long-term employees who retired and the positions being filled at a lower starting wage, per the AFSCME contract.
101-265-000-707-775 – Salary-Temporary Ford Lake Park	Wages for seasonal employees to paint park shelters and gate houses, etc. Maintenance projects are done in September/October of each year. No change for 2020.

Line Item	Explanation
101-265-000-708-010 – Health Insurance Buyout	Health insurance buyout for employees who receive health insurance through another source.
	An increase is shown due to the Building Operations Director being budgeted 100% in this budget, as well as another employee within the department who opted out of health care insurance.
101-265-000-709-000 – Regular Overtime	Overtime for emergencies and projects that have to be done during non-work hours. Based on the expenditures to date, recommend that \$10,000 be budgeted for 2020.
101-265-000-715-000 - FICA/Medicare	Figures provided by the Accounting Director.
101-265-000-719-000 – Health Insurance	We will not receive our health insurance rates for 2020 until later this year. At this time, we are estimating a 20% increase. Once our actual rates are received, this line item will be adjusted.
	There were coverage changes within the department. One employee moved from 2 person to family coverage and another opted out of coverage. Due to the "opt out", a decrease is shown.
101-265-000-719-001 – Sick & Accident	Rates for disability insurance are \$381.96/year for each non-fire department employee and are good through August 2020. Figures provided by Human Resources.
	A decrease is shown from last year, there was an error in the 2019 budget.

Line Item	Explanation
101-265-000-719-003 – Employee Paid Health Contra	Amount employees pay toward health care coverage. A decrease is shown due an additional employee within the department opting out of health care coverage.
101-265-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2020 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received. A greater increase is budgeted due to an employee within the department moving from 2 person to family coverage.
101-265-000-719-016 – Vision Benefits	We will not receive our vision insurance rates for 2020 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received. A greater increase is budgeted due to an employee within the department moving from 2 person to family coverage.
101-265-000-719-020 – Health Care Deduction	Cost to fund the Clarity Benefits card associated with health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. A decrease is shown due to an additional employee within the department opting out of health care coverage.
101-265-000-719-021 – Admin Fee-Health Deductible	Cost to manage card used to pay health care deductibles, administered by Clarity Benefits. A decrease is budgeted due to an employee within the department opting out of health care coverage.

Line Item	Explanation
101-265-000-720-000 – Life Insurance	Our rates for life insurance are \$226.80/year for each employee and are good through August 2020. Figures provided by Human Resources.
	A decrease is shown from last year, there was an error in the 2019 budget.
101-265-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
101-265-000-727-000 – Office Supplies	A decrease to \$300 is recommended for 2020.
101-265-000-740-000 – Operating Supplies	Used for tools and equipment for Building Maintenance employees. No change for 2020.
101-265-000-741-000 – Boot Reimb & Uniform Purchase	Cost for uniform rental and laundering, as well as service for mats & towels and a contractual boot reimbursement. No change for 2020.
101-265-000-757-775 – Operating Supplies-Ford Lake Park	Used for tools and equipment used within Ford Lake Park system. No change for 2020.
101-265-000-776-001 – Maint Supplies-Civic Center	Supplies for Civic Center (vacuum bags, floor finish, etc.). In reviewing the amount spent to date, recommend an increase to \$8,000 for 2020.
101-265-000-776-002 – Maint Supplies-Graffiti Control	Cost of cleaners and paints used to remove graffiti. No change for 2020.
101-265-000-776-775 – Maint Supplies-Ford Lake Park	Cost of supplies within Ford Lake Park system. No change for 2020.

Line Item	Explanation
101-265-000-777-000 – Bldg Oper Equipment Tools	Cost of tools, lift gates, electrical and regulatory posters. An increase is budgeted for 2020 to purchase tools needed by our Maintenance staff.
101-265-000-818-001 – Contractual Services-Civic Center	Used for alarm systems, elevator inspections, fire extinguishers, boiler inspections, building services, window washers, etc. No change from 2019 original budget.
101-265-000-818-775 – Maint-Contr Svcs-Ford Lake Park	Used to contract for work in Ford Lake Park System (alarm system, etc.). Based on the expenditures to date, recommend decreasing to \$500 in 2020.
101-265-000-867-000 – Gas & Oil	Cost of fuel and oil for vehicles, WEX & Fuelcloud. No change for 2020.
101-265-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
101-265-000-876-100 – Retirement Health Care Savings	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/14. An increase is shown due to a new employee within the department.
101-265-000-920-001 – Utilities-Civic Center	Cost of utilities in the Civic Center. No change for 2020.
101-265-000-931-001 – Repairs-Civic Center	Used for batteries, door repairs, closers, etc. in Civic Center. Based on amount expended to date, recommend increasing to \$2,500 in 2020.
101-265-000-931-020 – Non-Reoccurring R&M-Civic Ctr	Used for large unexpected item replacements, such as electric ceiling sensors. No change for 2020.

Line Item	Explanation
101-265-000-931-775 – Repairs-Ford Lake Parks	Cost of paint and maintenance staff repairs in the Ford Lake Park System. No change for 2020.
101-265-000-938-000 – Equipment Contractual Equipment	Annual inspections on equipment. No change for 2020.
101-265-000-939-031 – Motorpool-Miscellaneous Repair	New line item for 2020, covers cost of vehicle repairs. Figures provided by the Accounting Director.
101-265-000-943-000 – Motorpool Lease/Maintenance	Combined cost of monthly vehicle lease/maintenance. Figures provided by the Accounting Director.
101-265-000-956-000 – Miscellaneous	Used for drug screenings, driving tests, etc. No change for 2020.
101-265-000-977-000 – Equipment	Recommend purchase of new lift for Civic Center.

8/26/19

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
Dept 265.000 - RESIDENT	SVCS: BLDG OPERATIONS						
101-265.000-705.000	SALARY - SUPERVISION	0	0	59,225	59,225	31,984	60,705
101-265.000-706.000	SALARY - PERMANENT WAGES	223,962	242,983	270,375	270,375	167,819	262,044
101-265.000-707.000	SALARY - TEMPORARY/SEASONAL	7,332	0	0	0	0	0
101-265.000-707.775	SALARY - TEMP. FORD LAKE PARK	0	0	5,000	5,000	0	5,000
101-265.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	804	1,280	0	0	0	0
101-265.000-708.008	RETIREE TIME PAYOUTS	0	0	0	7,627	7,627	0
101-265.000-708.010	HEALTH INS BUYOUT	4,666	3,000	3,000	3,000	3,746	9,000
101-265.000-709.000	REG OVERTIME	2,072	1,739	1,500	9,500	5,783	10,000
101-265.000-715.000	F.I.C.A./MEDICARE	17,747	18,680	24,346	24,930	16,322	24,937
101-265.000-719.000	HEALTH INSURANCE	32,859	36,091	77,516	77,516	27,089	65,014
101-265.000-719.001	SICK AND ACCIDENT	1,676	1,167	2,483	2,483	955	2,100
101-265.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(4,500)	(4,088)	(5,100)	(5,100)	(700)	(3,900)
101-265.000-719.015	DENTAL BENEFITS	2,568	2,410	4,933	4,933	2,357	6,140
101-265.000-719.016	VISION BENEFITS	556	584	1,131	1,131	394	1,353
101-265.000-719.020	HEALTH CARE DEDUCTION	8,333	11,713	22,208	22,208	4,052	13,318
101-265.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	225	208	360	360	121	225
101-265.000-720.000	LIFE INSURANCE	693	729	1,474	1,474	737	1,247
101-265.000-723.000	DEFERRED COMPENSATION EMPLOYE	100	13	293	293	0	65
101-265.000-727.000	OFFICE SUPPLIES	256	296	400	400	73	300
101-265.000-740.000	OPERATING SUPPLIES	814	864	2,000	2,000	893	2,000
101-265.000-741.000	BOOT REIMB & UNIFORMS PURCHASE	6,872	7,595	12,000	12,000	6,931	12,000
101-265.000-757.775	OPERATING SUPP: FORD LAKE PAR	524	222	800	800	0	800
101-265.000-776.001	MAINT SUPPLIES - CIVIC CENTER	6,940	5,855	6,500	6,500	5,665	8,000
101-265.000-776.002	MAINT SUPPLIES - GRAFFITI CON	0	702	1,500	1,500	350	1,500
101-265.000-776.775	MAINT SUPPLIES: FORD LAKE PAR	978	2,955	2,500	2,500	600	2,500
101-265.000-777.000	BLDG OPER EQUIP TOOLS	2,055	2,080	4,000	4,000	2,849	5,000
101-265.000-818.001	CONTRACTUAL SERVICES CIVIC CT	41,783	52,560	50,000	42,000	24,845	50,000
101-265.000-818.775	MAINT-CONTR SVCS - FORD LK PR	187	0	700	700	0	500
101-265.000-867.000	GAS & OIL	2,547	3,110	3,500	3,500	1,719	3,500

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
101-265.000-876.000	RETIREMENT/MERS	22,570	22,924	31,168	31,168	15,338	20,304
101-265.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	858	5,850	5,850	3,830	6,500
101-265.000-920.001	UTILITIES - CIVIC CENTER	77,322	69,139	80,000	75,000	38,455	80,000
101-265.000-931.001	REPAIRS CIVIC CENTER	893	1,058	2,000	2,000	1,935	2,500
101-265.000-931.020	NON REOCCURRING R & M - CIVIC	2,408	26,423	3,000	8,000	6,590	3,000
101-265.000-931.775	REPAIRS - FORD LAKE PARKS	6	3,450	2,000	2,000	83	2,000
101-265.000-938.000	EQUIPMENT CONTRACTUAL EQUIP	0	493	1,000	1,000	133	1,000
101-265.000-939.031	MOTORPOOL-MISC REPAIR	0	0	0	0	0	2,500
101-265.000-943.000	MOTORPOOL LEASE/MAINTENANCE	7,000	7,000	7,201	7,201	4,801	7,201
101-265.000-956.000	MISCELLANEOUS	484	118	500	500	0	500
101-265.000-977.000	EQUIPMENT	20,908	9,194	0	0	0	10,000
NET OF REVENUES/APPR	ROPRIATIONS - 265.000 - RESIDENT SVCS: BLDG ((493,640)	(533,405)	(685,363)	(693,574)	(383,376)	(678,853)

NARRATIVE

<u>101-774 – Parks & Grounds</u>

Expenditures

Line Item	Explanation
101-774-000-705-000 – Salary-Supervision	Salary of the Park Operations Director, a Teamster position. This position was restored in 2019, vacant at this time.
101-774-000-706-000 – Permanent Wages	Wages of two Crew Leaders and 50% of Mechanic/Equipment Operator, all AFSCME positions. A contractual 2.5% increase is budgeted.
101-774-000-707-000 – Salary-Temporary/Seasonal	Wages of seasonal employees. Based on expenditures to date, recommend decreasing to \$90,000 for 2020.
101-774-000-707-775 – Salary-Temporary/Ford Lake Park	Wages of seasonal employees working within Ford Lake Park system. Based on expenditures to date, recommend decreasing to \$90,000 for 2020.
101-774-000-707-776 – Salary Temp FLP Gate Staff	Wages of park gate staff. Based on expenditures to date, recommend decreasing to \$20,000 for 2020.
101-774-000-708-004 – Salaries Pay Out-PTO & Sick Time	Used for payout of PTO time for employees that have over 360 hours accumulated or request a payout due to an emergency. Amounts are paid at 75%.
101-774-000-708-010 – Health Insurance Buyout	Cost of health insurance buyout for employees who receive health insurance through another source.

Line Item	Explanation
101-774-000-709-000 – Regular Overtime	Overtime costs, (plowing snow, mowing, etc.). Based on the YTD expenditures, recommend increase to \$15,000 for 2020.
101-774-000-715-000 - FICA/Medicare	Figures provided by the Accounting Director.
101-774-000-719-000 – Health Insurance	We will not receive our health insurance rates for 2020 until September. At this time, we are estimating a 20% increase. This amount will be adjusted once rates are received.
101-774-000-719-001 - Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
101-774-000-719-003 – Employee Paid Health Contra	Amount employees pay toward health care coverage.
101-774-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2020 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
101-774-000-719-016 – Vision Benefits	We will not receive our vision insurance rates for 2020 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
101-774-000-719-020 – Health Care Deduction	Cost to fund Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.

Line Item	Explanation
101-774-000-719-021 – Admin Fee-Health Deductible	Cost to manage card used to pay health care deductibles, administered by Clarity Benefits.
101-774-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
101-774-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
101-774-000-724-001 – Unemployment Expense	No change for 2020.
101-774-000-727-000 – Office Supplies	Office supplies for Parks & Grounds Department. No change for 2020.
101-774-000-741-000 – Boot Reimbursement & Uniforms Purchase	Cost of uniform purchase and cleaning, as well as boot reimbursement for employees within department. No change for 2020.
101-774-000-741-775 – Boot Reimbursement & Uniforms Purchase-FLP	Cost of boot reimbursement for employees within department, as well as T-shirts for seasonal employees during the season. No change for 2020.
101-774-000-757-000 – Operating Supplies	Used to purchase safety supplies needed for the parks, as well as trash bags, cans, etc. No change for 2020.
101-774-000-757-775 – Operating Supplies-Ford Lake Park	Used to purchase safety supplies needed for Ford Lake Park system. No change for 2020.
101-774-000-776-000 – Maintenance Supplies	Cost of athletic field paint, rock salt, signs, fall zone material for playgrounds and trailer/equipment tires. No change for 2020.

Line Item	Explanation
101-774-000-776-010 – Civic Center Landscaping	Used to plant flowers around areas of Township Civic Center. Front of building needs a complete replanting, a professional would be necessary. No change in budget for 2020.
101-774-000-776-775 – Maint Supplies-Ford Lake Park	Used for maintenance supplies (lumber, bolts, stone, signs, etc.) for Ford Lake Park system. No change for 2020.
101-774-000-783-004 – Tree Maintenance	Cost for maintenance and removal of trees. No change for 2020.
101-774-000-818-011 – Maintenance Contractual Service	Used for electrical contractors, weeding/feeding soccer\ball parks and tree removal. No change for 2020.
101-774-000-818-775 – Maint-Contr Svcs-Ford Lake Park	Used for electrical contractors, YCUA hydrant usage, Ford Lake Park weeding/feeding soccer\ball parks, tree removal, alarm system, etc. No change for 2020.
101-774-000-867-000 – Gas & Oil	WEX, Fuelcloud, cost of fuel for work done in parks. No change for 2020.
101-774-000-867-775 – Gas & Oil-Ford Lake Park	WEX, Fuelcloud, cost of fuel for work done in Ford Lake Park system. No change for 2020.
101-774-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
101-774-000-876-100 – Retirement Health Care Savings	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/14.

Line Item	Explanation
101-774-000-920-000 – Utilities-Parks	Cost of utilities in parks. No change for 2020.
101-774-000-920-775 – Utilities-Ford Lake Parks	Cost of utilities in Ford Lake Park system. An increase is budgeted due to moving the utilities for Ford Lake Park from Fund 226 – Environmental Services to this budget for 2020.
101-774-000-939-000 – Auto Maintenance	This line item is no longer used. Miscellaneous repairs are now budgeted in each department that has Township vehicles.
101-774-000-939-010 – Small Equipment & Parts	Cost to purchase parts for mowers, weed whips, etc. No change for 2020.
101-774-000-939-011 – Parks Equipment Labor	Cost of labor to repair tractors for field maintenance. No change for 2020.
101-774-000-939-030 – Labor/Fluid Chrgs-Motorpool	Cost of antifreeze and other fuel charges from Motorpool. Figures provided by the Accounting Director.
101-774-000-939-031 – Motorpool/Miscellaneous Repair	New line item added to 2019 budget, covers miscellaneous vehicle repair. Figures provided by the Accounting Director.
101-774-000-941-000 – Equipment Rental/Leasing	Cost to rent equipment (rototillers, concrete saws, etc.). For the 2020 budget, we moved the cost of port-a-john rental for the parks from Fund 230 – Recreation to this budget. A \$3,800 increase is budgeted for 2020.
101-774-000-942-775 – Vehicle Charge-Ford Lake Park	Figures provided by the Accounting Director.

Line Item	Explanation
101-774-000-943-000 – Motorpool Lease/Maintenance	Cost of motorpool leases for all non-FLP vehicles. Figures provided by the Accounting Director.
101-774-000-943-775 – Motorpool Lease/Maintenance-FLP	Cost of motorpool leases for Ford Lake Park system. Figures provided by the Accounting Director.
101-774-000-956-000 - Miscellaneous	Cost of drug screening and driving records. No change for 2020.
101-774-000-958-000 – Membership & Dues	Cost of pesticide licensing. No change for 2020.
101-774-000-977-000 – Equipment	Recommendation to purchase three zero turn mowers for use in Township parks.

8/26/19

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
Dept 774.000 - RESIDENT	SVCS: PARKS & GROUNDS						
101-774.000-705.000	SALARY - SUPERVISION	27,535	0	59,225	59,225	10,290	60,705
101-774.000-706.000	SALARY - PERMANENT WAGES	115,139	122,282	130,856	130,856	80,186	132,463
101-774.000-707.000	SALARY - TEMPORARY/SEASONAL	94,886	103,098	92,000	92,000	56,319	90,000
101-774.000-707.775	SALARY - TEMP. FORD LAKE PARK	52,173	104,715	93,000	93,000	54,495	90,000
101-774.000-707.776	SALARY TEMP FLP GATE STAFF	15,297	16,565	24,000	24,000	8,348	20,000
101-774.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	4,715	3,164	3,604	3,604	0	4,000
101-774.000-708.010	HEALTH INS BUYOUT	2,698	4,500	3,000	3,000	1,500	3,000
101-774.000-709.000	REG OVERTIME	4,293	5,555	7,500	7,500	8,556	15,000
101-774.000-715.000	F.I.C.A./MEDICARE	13,132	15,171	15,046	15,046	8,722	15,858
101-774.000-719.000	HEALTH INSURANCE	34,099	30,644	62,513	62,513	26,256	75,016
101-774.000-719.001	SICK AND ACCIDENT	1,317	1,376	1,337	1,337	811	1,337
101-774.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(3,375)	(2,363)	(4,500)	(4,500)	0	(4,500)
101-774.000-719.015	DENTAL BENEFITS	3,700	3,702	5,130	5,130	2,462	5,643
101-774.000-719.016	VISION BENEFITS	663	763	1,033	1,033	525	1,136
101-774.000-719.020	HEALTH CARE DEDUCTION	8,889	3,273	14,718	14,718	4,346	14,718
101-774.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	210	125	180	180	80	270
101-774.000-720.000	LIFE INSURANCE	555	625	794	794	482	794
101-774.000-723.000	DEFERRED COMPENSATION EMPLOYE	2,270	2,926	0	0	1,662	2,600
101-774.000-724.001	UNEMPLOYMENT EXPENSE	0	1,086	5,000	5,000	0	5,000
101-774.000-727.000	OFFICE SUPPLIES	127	236	250	250	0	250
101-774.000-741.000	BOOT REIMB & UNIFORMS PURCHASE	1,265	1,945	6,500	6,500	1,495	6,500
101-774.000-741.775	BOOT REIMB & UNIFORMS PURCHASE - FLP	497	550	800	800	747	800
101-774.000-757.000	OPERATING SUPPLIES	1,550	1,388	2,000	2,000	603	2,000
101-774.000-757.775	OPERATING SUPP: FORD LAKE PAR	929	857	2,000	2,000	115	2,000
101-774.000-776.000	MAINTENANCE SUPPLIES	13,021	19,835	30,000	30,000	8,815	30,000
101-774.000-776.010	CIVIC CENTER LANDSCAPING	1,250	908	3,000	3,000	227	3,000
101-774.000-776.775	MAINT SUPPLIES: FORD LAKE PAR	4,824	6,030	7,500	7,500	4,924	7,500
101-774.000-783.004	TREE MAINTENANCE	1,410	0	1,500	1,500	0	1,500
101-774.000-818.011	MAINTENANCE CONTRACTUAL SRVC	16,812	16,251	20,000	20,000	4,043	20,000
101-774.000-818.775	MAINT-CONTR SVCS - FORD LK PR	6,840	5,060	7,500	7,500	2,322	7,500
101-774.000-850.775	TELEPHONE - FORD LAKE PARK	(17)	0	500	500	0	0
101-774.000-867.000	GAS & OIL	15,973	24,919	25,000	25,000	12,674	25,000
101-774.000-867.775	GAS & OIL - FORD LAKE PARK	8,152	9,894	12,000	12,000	5,003	12,000
101-774.000-876.000	RETIREMENT/MERS	23,921	24,723	20,848	20,848	12,778	22,726
101-774.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	1,038	3,250	3,250	1,268	3,250
101-774.000-920.000	UTILITIES - PARKS	13,827	13,577	14,000	14,000	2,733	14,000
101-774.000-920.775	UTILITIES - FORD LAKE PARKS	13,189	12,176	12,000	12,000	5,280	18,500

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
101-774.000-939.000	AUTO MAINTENANCE	376	2,830	2,000	0	0	0
101-774.000-939.010	SMALL EQUIPMENT & PARTS	11,574	14,910	12,000	13,000	11,700	12,000
101-774.000-939.011	Parks Equipment Labor	257	594	1,000	1,000	229	1,000
101-774.000-939.030	LABOR/FLUID CHRGS - MOTORPOOL	1,226	1,200	1,200	1,200	800	1,200
101-774.000-939.031	MOTORPOOL-MISC REPAIR	0	6,206	0	1,000	384	5,000
101-774.000-941.000	EQUIPMENT RENTAL/LEASING	0	405	500	500	49	4,300
101-774.000-942.775	VEHICLE CHARGE - FLP	2,800	2,800	2,800	2,800	1,867	2,800
101-774.000-943.000	MOTORPOOL LEASE/MAINTENANCE	27,425	30,500	41,407	41,407	27,605	30,268
101-774.000-943.775	MOTORPOOL LEASE MAINT-FORD L	27,425	30,500	41,407	41,407	27,605	30,268
101-774.000-956.000	MISCELLANEOUS	313	270	600	600	195	600
101-774.000-958.000	MEMBERSHIP AND DUES	0	0	300	300	0	300
101-774.000-977.000	EQUIPMENT	121,631	7,390	0	167,715	111,739	15,000
NET OF REVENUES/APPR	OPRIATIONS - 774.000 - RESIDENT SVCS: PARKS	(694,793)	(654,199)	(786,298)	(954,013)	(510,240)	(812,302)

NARRATIVE

Fund 208 - Parks

Revenues

Line Item	Explanation
208-000-000-651-000 – Charge Services-Handball Court	Funds generated by the rental of the racquetball/wallyball courts located at the Community Center. Based on the revenues to date, recommend decreasing to \$6,000 for 2020. Since people are not playing handball as much, it is my suggestion that this become a department in the General Fund beginning in 2021.
208-000-000-664-001 – Interest Earned	Interest earned on funds deposited in the bank.

Expenditures

Line Item	Explanation
208-208-000-703-000 – Salaries-Elected Officials	Per diem compensation for the nine elected Park
	Commissioners. Recommend an increase to \$75 in 2020.
000 000 000 745 000 5104/14 1	F:
208-208-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
208-208-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
208-208-000-958-000 – Membership and Dues	This line item covers the annual membership with the Michigan Parks & Recreation Association. No change.

8/29/19

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
Fund 208 - PARKS FUND							
Dept 000.000							
208-000.000-651.000	CHARGE-SERVICES HANDBALL COUR	5,477	5,696	7,000	7,000	3,799	6,000
208-000.000-664.001	INTEREST EARNED	188	477	0	0	414	300
208-000.000-694.001	OTHER INCOME-MISCELLANEOUS	15	0	0	0	0	0
208-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	0	0	0	2,522
NET OF REVENUES/APPR	OPRIATIONS - 000.000 -	5,680	6,173	7,000	7,000	4,213	8,822
Dept 208.000 - PARKS							
208-208.000-703.000	SALARIES - ELECTED OFFICIALS	3,950	4,000	5,800	5,600	2,350	8,100
208-208.000-715.000	F.I.C.A./MEDICARE	57	58	91	91	34	117
208-208.000-723.000	DEFERRED COMPENSATION EMPLOYE	51	52	82	82	31	105
208-208.000-801.000	PROFESSIONAL SERVICES	0	0	500	0	0	0
208-208.000-956.000	MISCELLANEOUS	0	0	0	700	0	0
208-208.000-958.000	MEMBERSHIP AND DUES	500	500	500	500	500	500
NET OF REVENUES/APPR	OPRIATIONS - 208.000 - PARKS	(4,558)	(4,610)	(6,973)	(6,973)	(2,915)	(8,822)
ESTIMATED REVENUES - F	UND 208	5,680	6,173	7,000	7,000	4,213	8,822
APPROPRIATIONS - FUND	208	4,558	4,610	6,973	6,973	2,915	8,822
NET OF REVENUES/APPRO	PRIATIONS - FUND 208	1,122	1,563	27	27	1,298	0

<u>Fund 212 – BSR II</u>

Revenues

Line Item	Explanation
212-000-000-403-000 – Current Property Taxes	Reflects revenues from taxes that are collected for the fire pension, this revenue estimate is based on taxable values and projected adjustments from Board of Review, Michigan Tax Tribunal and other state approved assessment reductions like Industrial Facilities exemptions and Renaissance Zones. In the adopted 2019 budget the new Renaissance Zone for the ACM property was included in our revenue estimate, this was a mistake. For the 2020 draft budget, a 4% increase (over the 2019 activity) is budgeted.
212-000-000-476-489 – Bicycle Paths Fee	When building permits are issued, a fee is charged for bicycle paths, based on the property frontage. This line item reflects estimated revenues received for these fees. No change for 2020.
212-000-000-540-250 - Cnty Grant - Connect Huron #1	Connecting Communities grant dollars for the Huron Street Pathway Phase #1, from Joe Hall Drive south to S. Huron River Drive. Approved at the 8/20/19 Township Board meeting).
212-000-000-664-001 – Interest Earned	Interest earned on accounts. Figures provided by the Accounting Director.

Line Item	Explanation
212-000-000-697-000 – Transfer In: General Fund	Transfer from the General Fund to cover a portion of the Township's road bond. The total bond payment for 2020 is \$600,000. It will be paid off in 2022.
212-212-000-699-000 – Appropriated Prior Year Balance	Amount needed from Fund Balance to pay for Huron Street pedestrian path project.

Expenditures

Line Item	Explanation
212-212-000-757-775 – Operating Supplies: Ford Lk Park	Cost of supplies needed to operate parks (printing of daily & seasonal permits, shirts and ranger uniforms, office supplies, etc.). This was previously budgeted in Fund 230 – Recreation.
212-212-000-801-000 – Professional Services	No change for 2020.
	The entiring of the 2020.
212-212-000-801-300 – Professional Svcs-Skate Park	We do not expect any professional services in 2020.
212-212-000-818-006 – Highways & Streets Maintenance & Sidewalks	Dust control, street sweeping, limestone lift on Township roads and sidewalk replacement. No change.
212-212-000-931-004 – Repairs & Maintenance-Parks	Repairs and maintenance in non-Ford Lake parks. No change for 2020.
212-212-000-931-775 – Repairs – Ford Lake Parks	Repairs and maintenance in Ford Lake parks. No change for 2020.
212-212-000-968-230 – Transfer To: Recreation Fund	Transfer made to Fund 230 - Recreation for operational expenses. Based on their proposed budget, \$495,541 has been budgeted for 2020 (see Fund 230 – Recreation).
212-212-000-969-584 – Contribution to Golf Course	Transfer made to Fund 584 – Golf Course for operational expenses. Based on their proposed budget, \$239,202 has been budgeted for 2020 (see Fund 584 – Golf Course).

Line Item	Explanation
212-970-000-975-795 – Park Improvements	As we continue to improve and upgrade our parks, we are recommending that \$90,000 be budgeted for improvements in 2020.
	The \$25,000 shown in the 2019 activity was a release of the retainer to Play Environments for playground equipment installed.
212-970-000-997-250 – Capital-Pathway Huron #1	Huron Street Pathway Phase #1, from Joe Hall Drive south to S. Huron River Drive. Connecting Communities grant dollars budgeted in 212-000-000-540-250. Approved at the 8/20/19 Township Board meeting.
212-970-000-997-300 – Capital-Pathway Huron #2	Huron Street Pathway Phase #2 engineering cost for pedestrian path project over I-94.

Line Item	Explanation
212-991-000-991-001 – Debt Service-Highways & Streets	Principal payment for road bonds. \$600,000 has been budgeted for 2020. This was a \$6,000,000 bond at 1.75% and will be paid off in 2022.
212-991-000-991-002 – Debt Svc Interest- Highways&Streets	Debt service interest on road bond. No change for 2020, figures provided by the Accounting Director.

8/29/19

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
Fund 212 - BIKE, SIDEWAL	LK, REC, ROADS, GF						
Dept 000.000							
212-000.000-403.000	CURRENT PROPERTY TAXES	1,138,541	1,179,793	1,283,545	1,283,545	1,253,935	1,304,092
212-000.000-403.001	ESA REIMBURSEMENT OP	21,972	1,581	0	0	5,606	0
212-000.000-403.002	CUR PROPERTY TAX ADJUSTMENTS	517	1,212	0	0	0	0
212-000.000-417.000	DELINQUENT PERS.PROPERTY TAXE	1,323	4,271	0	0	0	0
212-000.000-476.489	BICYCLE PATHS FEE	20,760	14,489	10,000	10,000	13,377	10,000
212-000.000-540.000	COUNTY GRANT	0	0	0	15,000	0	0
212-000.000-540.100	COUNTY GRANT - PARK	0	0	0	14,885	2,150	0
212-000.000-540.200	COUNTY GRANT - CONNECTING	0	0	0	393,100	0	0
212-000.000-540.250	CNTY GRANT - CONNECT HURON #1	0	0	0	0	0	210,000
212-000.000-575.000	WCCVB - CTAP WAYFINDING GRANT	0	10,000	0	0	0	0
212-000.000-581.500	CONTRIBUTIONS - LOCAL SCHOOL	0	0	0	40,000	0	0
212-000.000-664.001	INTEREST EARNED	5,112	9,692	5,000	5,000	11,631	6,000
212-000.000-675.000	CONTRIBUTIONS & DONATIONS	1,500	0	0	0	0	0
212-000.000-697.000	TRANSFER IN: GENERAL FUND	363,455	433,000	327,000	327,000	327,000	321,000
212-000.000-697.707	TRANSFER IN: BONDS & ESCROW	0	50,000	0	0	0	0
212-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	0	97,868	0	39,479
NET OF REVENUES/APPR	ROPRIATIONS - 000.000 -	1,553,180	1,704,038	1,625,545	2,186,398	1,613,699	1,890,571

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
Dept 212.000 - BIKE, SIDEV	VALK,ROAD,REC & GF						
212-212.000-757.775	OPERATING SUPP: FORD LAKE PAR	0	0	0	0	0	2,500
212-212.000-801.000	PROFESSIONAL SERVICES	1,002	21,936	20,000	23,103	9,151	20,000
212-212.000-801.300	PROF SERV - SKATE PARK	0	0	0	32,335	2,865	0
212-212.000-818.006	HIGHWAYS & STREETS & SIDEWALKS	17,262	43,786	50,000	50,000	17,280	50,000
212-212.000-931.004	REPAIRS & MAINTENANCE - PARKS	19,128	24,659	20,000	16,897	11,333	20,000
212-212.000-931.775	REPAIRS - FORD LAKE PARKS	22,167	11,048	20,000	20,000	17,087	20,000
212-212.000-968.230	TRANSFER TO: RECREATION FUND	400,000	470,000	501,663	501,663	475,000	474,369
212-212.000-969.584	CONTRIBUTION TO GOLF COURSE	188,796	190,000	213,422	213,422	125,000	239,202
212-212.000-977.000	EQUIPMENT	0	0	0	9,867	9,838	0
NET OF REVENUES/APPR	OPRIATIONS - 212.000 - BIKE,SIDEWALK,ROAD,F	(648,355)	(761,429)	(825,085)	(867,287)	(667,554)	(826,071)
Dept 970.000 - CAPITAL O	UTLAY						
212-970.000-975.170	WCCVB - CTAP WAYFINDING GRANT	0	12,000	0	0	0	0
212-970.000-975.795	PARK IMPROVEMENTS	1,298	319,884	145,960	145,960	(25,000)	90,000
212-970.000-976.008	CAPITAL OUTLAY - COMMUNITY CT	108,077	0	0	28,701	5,627	0
212-970.000-977.000	EQUIPMENT	0	81,609	0	0	0	0
212-970.000-997.002	CAPITAL OUTLAY/SIDEWALK	17,388	0	0	0	0	0
212-970.000-997.007	CAPITAL OUTLAY - PATHWAY	0	29,458	0	489,950	16,348	0
212-970.000-997.250	CAPITAL - PATHWAY HURON #1	0	0	0	0	0	310,000
212-970.000-997.300	CAPITAL - PATHWAY HURON #2	0	0	0	0	0	10,000
NET OF REVENUES/APPR	OPRIATIONS - 970.000 - CAPITAL OUTLAY	(126,763)	(442,951)	(145,960)	(664,611)	3,025	(410,000)
Dept 991.000 - DEBT SERV	/ICES						
212-991.000-991.001	DEBT SERVICE HIGHWAYS & STREE	600,000	600,000	600,000	600,000	600,000	600,000
212-991.000-991.002	DEBT SRVC INTEREST-HGHWYS/STS	78,250	66,250	54,500	54,500	54,250	54,500
NET OF REVENUES/APPR	OPRIATIONS - 991.000 - DEBT SERVICES	(678,250)	(666,250)	(654,500)	(654,500)	(654,250)	(654,500)
ESTIMATED REVENUES - F	UND 212	1,553,180	1,704,038	1,625,545	2,186,398	1,613,699	1,890,571
APPROPRIATIONS - FUND	212	1,453,368	1,870,630	1,625,545	2,186,398	1,318,779	1,890,571
NET OF REVENUES/APPRO	PRIATIONS - FUND 212	99,812	(166,592)	0	0	294,920	0

NARRATIVE

Fund 226 – Environmental Services

Revenues

Line Item	Explanation
226-000-000-403-000 – Current Property Taxes	Reflects revenues from taxes that are collected, this revenue estimate is based on taxable values and projected adjustments from Board of Review, Michigan Tax Tribunal and other state approved assessment reductions like Industrial Facilities exemptions and Renaissance Zones. In the adopted 2019 budget the new Renaissance Zone for the ACM property was included in our revenue estimate, this was a mistake. Department heads adjusted their spending accordingly. For the 2020 draft budget, a 4% increase (over 2019 activity) is budgeted.
226-000-000-403-001 – ESA (Essential Services Assessment) Reimbursement Operating	Revenue from the reimbursement for ESA (Essential Services Assessment) for personal property due to loss attributed to the small business tax payer exemption and eligible manufacturing personal property. The reimbursement is calculated by the State of Michigan and is received in February. Since the amount expected in 2020 is minimal, nothing has been budgeted in this line item, same as 2019.
226-000-000-642-000 – Sale of Recycle Bins	Revenue from the sale of recycling bins. No change for 2020.
226-000-000-642-001 – Sale of Trash Pickup Stickers	Revenue from the sale of trash stickers. No change for 2020.

Line Item	Explanation
226-000-000-664-001 – Interest Earned	Interest earned on bank accounts. Figures provided by the Accounting Director.
226-000-000-699-000 – Appropriated Prior Year Balance	Amount needed from Fund Balance for operating expenses in 2020.

Expenditures

Line Item	Explanation
226-226-000-705-000 – Salary-Supervision	Salary for the Residential Services Director. This position was filled in 2019.
	A 2.5% increase is budgeted for this position from July through December.
226-226-000-706-000 – Salary-Permanent Wages	Salaries for 75% of two (2) Floater II/Clerk III positions, a Chipper Operator and 50% of a Mechanic, all AFSCME positions. A 2.5% contractual increase is budgeted for 2020.
	Even though the increase is budgeted, a decrease is shown. This is due to a new employee being hired to fill a vacancy and the contractual starting wage being less per hour.
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226-226-000-707-000 – Salary-Temporary/Seasonal	Seasonal employees who work on chipper trucks. Based on the expenditures to date, recommend a decrease for 2020.
226-226-000-708-010 – Health Insurance Buyout	Health insurance buyout for employees who receive health insurance through another source.
	A decrease is shown due to the Building Operations
	Director now being budgeted 100% in 101.265 instead of
	50% of the position being budgeted here.
226-226-000-709-000 – Regular Overtime	Overtime expenses for the department. Based on the expenditures to date, recommend a decrease for 2020.

Line Item	Explanation
226-226-000-715-000 - FICA/Medicare	Figures provided by the Accounting Director. An increase is shown due to the RSD Director's position now being budgeted 100% in this budget.
226-226-000-719-000 – Health Insurance	We will not receive our health insurance rates for 2020 until September. At this time, we are estimating a 20% increase. This amount will be adjusted once rates are received. A greater increase is shown due to the RSD Director's position now being budgeted 100% in this budget.
226-226-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
226-226-000-719-003 – Employee Paid Health Contra	Amount employees pay toward health care coverage. An increase is shown due to the RSD Director's position now being budgeted 100% in this budget.
226-226-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2020 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
226-226-000-719-016 – Vision Benefits	We will not receive our vision insurance rates for 2020 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
226-226-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. An increase is shown due to the RSD Director's position

Line Item	Explanation
226-226-000-719-021 – Admin Fee – Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits.
	An increase is shown due to the RSD Director's position now being budgeted 100% in this budget.
226-226-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
226-226-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
226-226-000-724-001 – Unemployment Expense	Cost of unemployment. No change recommended for 2020.
226-226-000-726-000 – Recycle Bins – New Homeowner	Cost to purchase recycling bins. Based on the expenditures to date, recommend decreasing to \$1,500 for 2020.
226-226-000-726-001 – Stickers for Trash Pick Up	Cost to purchase trash stickers from Waste Management. Based on the expenditures to date, recommend increasing to \$6,000 for 2020.
226-226-000-727-000 – Office Supplies	Used to purchase office supplies for the department. No change for 2020.
226-226-000-730-000 - Postage	Used for a portion of the cost of the annual mailing of the Helpful Handbook and magnets. The activity to date is low because they will be mailed in December. No change for 2020.
226-226-000-741-000 – Boot Reimb & Uniforms Purchase	Cost to purchase and launder uniforms, as well as a boot allowance per contract. No change for 2020.
226-226-000-757-000 – Operating Supplies	Cost to purchase safety equipment used for chipping. No change for 2020.
226-226-000-776-000 – Maintenance Supplies	Cost of maintenance supplies for the department. No change for 2020.

Line Item	Explanation
226-226-000-800-001 – Administration Fees	Figures provided by the Accounting Director.
226-226-000-804-000 – Contractual/Rolloff Disposal	Cost of the trash dumpsters at the Civic Center, Ford Lake Park, Golf Course and the Community Center. This rate is good until June 30, 2020, when our contract with Waste Management ends. For the draft budget, we are budgeting a 2.5% increase for July through December.
226-226-000-804-001 – Contractual/Rubbish Pick Up	Covers the "per resident" fee, \$6.89 paid to Waste Management for curbside pickup. This rate is good until June 30, 2020, when our contract with Waste Management ends. For the draft budget, we are budgeting a 2.5% increase for July through December.
226-226-000-804-003 – Contractual/Yard Waste Pick Up	The "per resident" fee, \$2.08 paid to Waste Management for yard waste pick up. This rate is good until June 30, 2020, when our contract with Waste Management ends. For the draft budget, we are budgeting a 2.5% increase for July through December.
	<u> </u>
226-226-000-804-004 – Twp Disposal Fee	Dumping fees to the Compost Site for the amount that would be charged to anyone for dumping yard waste, wood chips and brush. This represents dumping from Township residents, Waste Management, the chipping crew and park maintenance. Waste Management is included as they would have to pay to dump elsewhere and bill us back. No change for 2020.
226-226-000-804-006 – Recycling Disposal	Cost of hauling recycling containers from Compost Site to Great Lakes. Based on the expenditures to date, recommend decreasing to \$12,000 for 2020.
226-226-000-804-007 – Recycling Pick Up Curbside	"Per resident" fee, \$2.01 paid to Waste Management for recycling pick up. This rate is good until June 30, 2020, when our contract with Waste Management ends. For the draft budget, we are budgeting a 2.5% increase for July through December.

Line Item	Explanation
226-226-000-804-008 – Curbside Recycling Disposal	Per ton fee paid for (or received from) recycling collected from residential homes. Amount is dependent on the market for recyclables and contamination of recycling materials. Based on the expenditures to date, recommend an increase to \$140,000 for 2020.
226-226-000-818-017 – Tire Shredding/Contract Services	Fees paid to scrap tires that are dumped throughout the Township. No change for 2020.
226-226-000-867-000 – Gas & Oil	WEX\Fuelcloud; this line item is used for the fuel used by our chipper trucks. No change for 2020.
226-226-000-867-200 – Gas & Oil - YCUA	Cost of fuel used from the YCUA facility. No change for 2020.
226-226-000-867-300 – Fuel Surcharge-Curbside	Contractual charge from Waste Management for fuel costs. Based on the expenditures to date, recommend decreasing to \$25,000 for 2020.
226-226-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
226-226-000-876-003 – OPEB Funding-Retiree Health	Figures provided by the Accounting Director.
226-226-000-876-100 – Retirement Health Care Savings	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
226-226-000-900-000 - Publishing	Contract with Allegra Print & Mail Marketing from 2017 through 2021 to print the Helpful Handbook. Per the contract, Allegra has the ability to adjust pricing 5-10% if needed for any price increases on consumables (toner, ink, paper, etc.). A 5% increase is budgeted.
226-226-000-913-000 – Insurance & Bonds Fleet	Figures provided by the Accounting Director.

Explanation
Figures provided by the Accounting Director.
The cost for Ford Lake Park utilities has been moved to the Parks & Grounds budget, 101-774-000-920-775 for 2020.
The cost for Ford Lake Park utilities has been moved to the Parks & Grounds budget, 101-774-000-920-775 for 2020.
Cost to repair chippers. No change for 2020.
Covers the cost of annual inspections and fees for trucks and chipping vehicles. No change for 2020.
New line item for 2020, covers cost of vehicle repairs. Figures provided by the Accounting Director.
Motorpool charges for the department. Figures provided by the Accounting Director.
Random drug screenings, medical cards, Class A driver's licenses and other small items. Recommended to remain at \$500 for 2020.
Recommend that \$10,000 be budgeted to educate residents on the "Recycle Right" program.
Used for equipment purchases for the department. Nothing budgeted at this time.

8/26/19

09/23/2019 BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
Fund 226 - ENVIRONMEN	ITAL SERVICES FUND						
Dept 000.000							
226-000.000-403.000	CURRENT PROPERTY TAXES	2,438,215	2,526,460	2,749,847	2,749,847	2,685,310	2,792,722
226-000.000-403.001	ESA REIMBURSEMENT OP	11,473	2,641	0	0	9,363	0
226-000.000-403.002	CUR PROPERTY TAX ADJUSTMENTS	1,103	2,866	0	0	0	0
226-000.000-417.000	DELINQUENT PERS.PROPERTY TAXE	2,806	5,226	0	0	0	0
226-000.000-642.000	SALE OF RECYCLING BINS	2,750	1,955	2,500	2,500	1,135	2,500
226-000.000-642.001	SALE OF TRASH PICKUP STICKERS	7,792	7,604	7,000	7,000	6,445	7,000
226-000.000-642.002	SALE OF WHITE GOOD STICKERS	20	0	0	0	351	0
226-000.000-664.001	INTEREST EARNED	10,348	19,656	15,000	15,000	17,218	15,000
226-000.000-673.002	SALES OF FIXED ASSETS-EQUIP.	0	650	0	0	0	0
226-000.000-694.001	OTHER INCOME-MISCELLANEOUS	6,836	8,000	0	0	9,500	0
226-000.000-694.004	INSURANCE REIMBURSEMENTS	885	686	0	0	883	0
226-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	242,682	256,676	0	145,015
NET OF REVENUES/APPR	ROPRIATIONS - 000.000 -	2,482,228	2,575,744	3,017,029	3,031,023	2,730,205	2,962,237

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
Dept 226.000 - ENVIRONN	MENTAL						
226-226.000-705.000	SALARY - SUPERVISION	69,837	43,549	73,984	73,984	4,135	87,075
226-226.000-706.000	SALARY - PERMANENT WAGES	115,893	112,659	149,501	149,501	82,752	149,197
226-226.000-707.000	SALARY - TEMPORARY/SEASONAL	26,085	39,289	40,000	40,000	16,560	35,000
226-226.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	11,455	1,298	0	0	0	0
226-226.000-708.009	AUTO ALLOWANCE	3,000	0	0	0	0	0
226-226.000-708.010	HEALTH INS BUYOUT	3,750	3,750	3,750	3,750	1,125	2,250
226-226.000-709.000	REG OVERTIME	677	3,464	3,000	3,000	835	2,000
226-226.000-715.000	F.I.C.A./MEDICARE	15,736	12,028	17,964	17,964	6,895	18,907
226-226.000-719.000	HEALTH INSURANCE	32,058	25,536	56,262	56,262	20,456	79,517
226-226.000-719.001	SICK AND ACCIDENT	1,616	1,376	1,201	1,201	859	1,201
226-226.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(3,881)	(1,819)	(4,050)	(4,050)	0	(4,650)
226-226.000-719.015	DENTAL BENEFITS	3,216	2,293	4,054	4,054	1,569	4,458
226-226.000-719.016	VISION BENEFITS	658	561	910	910	451	1,001
226-226.000-719.020	HEALTH CARE DEDUCTION	11,450	2,899	13,922	13,922	1,484	16,809
226-226.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	197	137	225	225	88	293
226-226.000-720.000	LIFE INSURANCE	670	627	907	907	510	907
226-226.000-723.000	DEFERRED COMPENSATION EMPLOYE	339	513	520	520	215	520
226-226.000-724.001	UNEMPLOYMENT EXPENSE	0	0	2,000	2,000	0	2,000
226-226.000-726.000	RECYCLE BINS NEW HOMEOWNERS	3,219	0	3,000	2,000	0	1,500
226-226.000-726.001	STICKERS FOR TRASH PICK-UP	6,750	6,784	4,000	5,000	4,481	6,000
226-226.000-727.000	OFFICE SUPPLIES	893	1,316	1,000	1,000	623	1,000
226-226.000-730.000	POSTAGE	4,815	7,334	9,000	9,000	300	9,000
226-226.000-741.000	BOOT REIMB & UNIFORMS PURCHASE	225	225	1,000	1,000	379	1,000
226-226.000-757.000	OPERATING SUPPLIES	318	978	1,300	1,300	625	1,300
226-226.000-776.000	MAINTENANCE SUPPLIES	73	0	500	500	139	500
226-226.000-800.001	ADMINSTRATION FEES	13,810	22,836	21,659	21,659	14,439	21,659
226-226.000-804.000	CONTRACTUAL/ROLLOFF DISPOSAL	16,083	17,338	16,500	16,500	11,362	16,706
226-226.000-804.001	CONTRACTUAL/RUBBISH PICKUP	1,217,201	1,266,578	1,260,000	1,260,000	737,152	1,275,750
226-226.000-804.003	CONTRACTUAL/YARDWASTE PICKUP	354,769	366,814	380,000	380,000	219,806	384,750
226-226.000-804.004	TWP DISPOSAL FEE	163,512	159,644	165,000	165,000	117,659	165,000
226-226.000-804.006	RECYCLING DISPOSAL	11,540	11,113	15,000	15,000	6,019	12,000
226-226.000-804.007	RECYCLING PICK-UP CURBSIDE	352,379	334,332	370,000	370,000	215,595	374,625
226-226.000-804.008	CURBSIDE RECYCLING DISPOSAL	8,148	146,107	130,000	130,000	94,347	140,000
226-226.000-818.017	SHREDDING - TIRES & PAPER	1,406	1,440	1,500	1,500	827	1,500
226-226.000-867.000	GAS & OIL	7,866	3,080	4,000	4,000	712	4,000
226-226.000-867.200	GAS & OIL - YCUA	0	5,577	5,500	5,500	3,170	5,500
226-226.000-867.300	FUEL SURCHARGE-CURBSIDE	7,789	26,349	30,000	30,000	10,173	25,000

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
226-226.000-876.000	RETIREMENT/MERS	30,186	30,363	20,905	20,905	10,828	21,809
226-226.000-876.003	OPEB FUNDING- RETIREE HEALTH	15,843	15,820	20,647	20,647	20,647	19,762
226-226.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	729	4,225	4,225	1,039	4,225
226-226.000-900.000	PUBLISHING	20,545	4,897	21,500	21,500	21,464	22,575
226-226.000-913.000	INSURANCE & BONDS FLEET	6,771	6,551	6,855	6,855	4,349	6,841
226-226.000-917.000	WORKERS COMPENSATION INSURANC	5,405	5,793	6,004	6,004	3,771	6,004
226-226.000-920.005	UTILITIES LIGHT	1,529	1,205	2,000	2,000	293	0
226-226.000-920.009	UTILITIES MAINTENANCE HEATING	1,389	634	3,000	3,000	1,062	0
226-226.000-933.000	EQUIPMENT MAINTENANCE	2,933	2,839	6,000	6,000	2,259	6,000
226-226.000-939.000	AUTO MAINTENANCE	6,922	653	7,000	7,000	2,385	7,000
226-226.000-939.031	MOTORPOOL-MISC REPAIR	0	0	5,000	5,000	0	2,500
226-226.000-943.000	MOTORPOOL LEASE/MAINTENANCE	4,100	5,536	10,284	10,284	6,856	11,746
226-226.000-956.000	MISCELLANEOUS	381	347	500	500	174	500
226-226.000-960.000	EDUCATION AND TRAINING	50	0	10,000	10,000	0	10,000
226-226.000-977.000	EQUIPMENT	0	0	0	13,994	0	0
226-226.000-985.000	CAPITAL OUTLAY/VEHICLES	0	0	110,000	110,000	0	0
NET OF REVENUES/APPR	OPRIATIONS - 226.000 - ENVIRONMENTAL	(2,559,606)	(2,701,372)	(3,017,029)	(3,031,023)	(1,650,869)	(2,962,237)
ESTIMATED REVENUES - F	UND 226	2,482,228	2,575,744	3,017,029	3,031,023	2,730,205	2,962,237
APPROPRIATIONS - FUND	APPROPRIATIONS - FUND 226		2,701,372	3,017,029	3,031,023	1,650,869	2,962,237
NET OF REVENUES/APPRO	PRIATIONS - FUND 226	(77,378)	(125,628)	0	0	1,079,336	0

NARRATIVE

Fund 590 - Compost

Revenues

Line Item	Explanation
590-000-000-607-510 – Lease Revenue	Revenue received for rental of dump truck by the Parks Department.
590-000-000-650-003 – Biodegradable Dropoff-Non Twp.	Revenue for yard waste (grass clippings, leaves, small branches) dropped off by non-residents, City of Ypsilanti and Canton Township. There is a 2% increase per yard for Canton Township for 2020.
590-000-000-650-004 – Biodegradable Dropoff-Ypsi Twp.	Revenue from Fund 226 - Environmental Services for yard waste and brush brought in by residents of Ypsilanti Township, either by dropping it off or through curbside collection by Waste Management. Also includes wood chips generated by our brush collection program. A slight increase is budgeted for 2020. We will adjust revenue if needed. Fall is a busy time of year for revenue.
590-000-000-650-100 – Billable Sales-Compost	Billable sales of compost that are invoiced to our commercial accounts. Based on the revenues to date, recommending an increase to \$23,500.
590-000-000-650-102 – Sales-Scrap Metal	Revenue from scrap metal dropped off at compost site. A slight increase is budgeted for 2020.

Line Item	Explanation
590-000-000-650-200 – Gate Revenue-Compost Sales	Sales of compost at gate house. A slight increase is budgeted for 2020.
590-000-000-650-201 – Gate Revenue-Wood Sales	Revenue from mulch and woodchip sales. No change.
590-000-000-650-202 – Gate Revenue-Soil Sales	Revenue of blended soil sold at the gate. Based on the revenues to date, recommend increasing to \$23,000 in 2020.
590-000-000-650-203 – Gate Revenue-Drop Off Fees	Revenue for trash dropped off at our site. Based on our revenue in prior years and to date in 2019, an increase is budgeted.
590-000-000-650-205 – Gate Revenue-Milling Sales	Revenue for screened asphalt sold at our site. No change.
590-000-000-650-206 – Service Charge - Delivery	Revenue for delivery of materials produced from our site. No change.
590-000-000-664-001 – Interest Earned	Interest earned on funds deposited at various banks.
590-000-000-699-000 – Appropriated Prior Year Balance	The Compost Manager is proposing to purchase a new loader (to replace the current) and screener (in addition to the current) for the site in 2020 at a cost of approximately \$500,000. The additional amount is for operations.

Expenditures

Line Item	Explanation
590-590-000-705-000 – Salary-Supervision	Salary of the Compost Manager. A 3% increase is budgeted.
590-590-000-706-000 – Salary-Permanent Wages	Salaries of Heavy Equipment Operator and 25% of a Floater II/Clerk III position. A 2.5% contractual increase is budgeted.
590-590-000-707-000 – Salary-Temporary/Seasonal	Wages for Gate Attendants (1+1 relief).
590-590-000-708-010 – Health Insurance Buyout	Health insurance buyout for employees who receive health insurance through another source.
590-590-000-709-000 – Regular Overtime	Overtime to screen and grind material at the site. No change for 2020.
590-590-000-710-000 – Acc Comp Absences-Lngterm	In an Enterprise Fund (business), we have to account for 2.0 FTE's cost of PTO. This is accounted for in the Balance Sheet liabilities as long term def Comp Absences 590-000-369-017.
590-590-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
590-590-000-719-000 – Health Insurance	We will not receive our health insurance rates for 2020 until September. At this time, we are estimating a 20% increase. This amount will be adjusted once rates are received.

Line Item	Explanation
590-590-000-719-001 – Sick & Accident	Our rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
590-590-000-719-003 – Employee Paid Health Contra	Amount employees pay toward health care coverage.
590-590-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2020 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
590-590-000-719-016 – Vision Benefits	We will not receive our vision insurance rates for 2020 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
590-590-000-719-020 – Health Care Deduction	Cost to fund Clarity Benefits card associated with health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
590-590-000-719-021 – Admin Fees – Health Deductible	Cost to manage card used to pay health care deductibles, administered by Clarity Benefits.
590-590-000-720-000 – Life Insurance	Our rates for life insurance are \$226.80/year for each employee. No increase has been budgeted for 2020 at this time. Figures provided by Human Resources.
590-590-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
590-590-000-727-000 – Office Supplies	Cost of office supplies for the Compost Site. No change.

Line Item	Explanation
590-590-000-730-000 - Postage	Postage costs for the Compost Site. No change.
590-590-000-741-000 – Boot Reimbursement & Uniform Purchase	Cost of uniforms, OSHA approved boots, shop towels and rugs at the Compost Site. No change.
590-590-000-757-000 – Operating Supplies	Safety equipment, gloves, eyewear and cleaning supplies for daily operation of the Compost Site. Recommending that \$4,500 be budgeted for 2020, the same as the 2019 original amount.
590-590-000-800-001 – Administration Fees	Figures provided by the Accounting Director.
590-590-000-804-000 – Contractual/Roll off Disposal	Cost to empty trash dumpsters at the Compost Site.
590-590-000-804-004 – Township Disposal Fee	Cost to dispose of plastic, rocks and debris associated with the screening process at the Compost Site. Same as 2019 original budget.
590-590-000-850-000 - Telephone	Telephone charges for the Compost Site. Based on expenditures to date, recommend a decrease to \$500.
590-590-000-867-200 – Gas & Oil-YCUA	Cost of fuel from YCUA service center. With the addition of a full time operator and extra equipment being utilized, recommend increasing to \$16,500 for 2020.
590-590-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
590-590-000-876-100 – Retirement Health Care Savings	This line item reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.

Line Item	Explanation
590-590-000-913-000 – Insurance & Bonds Fleet	Figures provided by the Accounting Director.
590-590-000-917-000 – Workers Compensation Insurance	Figures provided by the Accounting Director.
590-590-000-920-004 – Utilities-Heat	Heating costs for gate house and Compost garage. Based on expenditures to date, recommend decreasing to \$6,500.
590-590-000-920-005 – Utilities-Light	Electricity costs for the Compost Site. No change for 2020.
590-590-000-931-000 – Repairs & Maintenance	Cost to make building repairs to the Compost garage and gate house. Based on the expenditures to date, recommend decreasing to \$4,000.
590-590-000-933-000 – Equipment Maintenance	Cost to make repairs and perform maintenance to equipment at Compost Site. Due to known repairs we need to make, recommend increasing to \$18,000.
590-590-000-939-031 – Motorpool-Miscellaneous Repair	New line item for 2020. Used for repairs to Compost vehicles. Figures provided by the Accounting Director.
590-590-000-941-000 – Equipment Rental/Leasing	Cost to rent equipment needed for site improvements at the Compost Center. No change for 2020.
590-590-000-943-000 – Motorpool Lease/Maintenance	Figures provided by the Accounting Director.
590-590-000-956-000 - Miscellaneous	Miscellaneous expenses such as random drug screening, etc. No change.
590-590-000-960-000 – Education & Training	Education and training for Compost employees. Recommend that it be increased to \$500 for an upcoming Compost Operator's certification.

Line Item	Explanation
590-590-000-968-001 – Depreciation Expense	Cost of equipment depreciation. Figures provided by the Accounting Director.
590-590-000-777-000 – Equipment	Recommend purchase of new loader (to replace the current) and screener (in addition to the current) for the site at a cost of approximately \$500,000.

8/23/19

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
Fund 590 - COMPOST FU	ND						
Dept 000.000							
590-000.000-607.510	AUTO LEASE REVENUE	2,800	2,800	2,800	2,800	1,867	2,800
590-000.000-650.002	SALES/COMPOST - GATE REVENUE	0	(285)	0	0	0	0
590-000.000-650.003	BIODEGRADABLE DROPOFF-NONTWP	117,482	95,327	110,000	110,000	66,516	148,000
590-000.000-650.004	BIODEGRADABLE DROPOFF-YPSI TW	163,512	159,782	165,000	165,000	117,659	168,500
590-000.000-650.100	BILLABLE SALES - COMPOST	15	19,203	10,000	10,000	39,957	23,500
590-000.000-650.102	SALES - SCRAP METAL	5,936	8,506	6,000	6,000	4,530	6,339
590-000.000-650.103	SALES - RECYCLED OIL	29	0	0	0	0	0
590-000.000-650.200	GATE REVENUE - COMPOST SALES	28,694	25,864	36,300	36,300	20,218	37,500
590-000.000-650.201	GATE REVENUE - WOOD SALES	37,136	32,655	48,000	48,000	26,483	48,000
590-000.000-650.202	GATE REVENUE - SOIL SALES	27,766	23,176	20,000	20,000	15,222	23,000
590-000.000-650.203	GATE REVENUE - DROP OFF FEES	90,906	87,476	65,000	65,000	64,994	93,500
590-000.000-650.204	GATE REVENUE-BATTERY CORE SAL	135	161	0	0	150	150
590-000.000-650.205	GATE REVENUE-MILLING SALES	9,746	8,073	10,000	10,000	3,383	10,000
590-000.000-650.206	SERVICE CHRG - DELIVERY	1,500	200	3,000	3,000	0	3,000
590-000.000-650.207	SERVICE CHRG - ADMIN FEE	716	267	0	0	0	0
590-000.000-664.001	INTEREST EARNED	4,315	11,538	3,500	3,500	10,873	6,500
590-000.000-673.002	SALES OF FIXED ASSETS-EQUIP.	19,785	0	0	0	0	0
590-000.000-694.004	INSURANCE REIMBURSEMENTS	304	235	0	0	388	0
590-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	84,965	99,276	0	528,206
NET OF REVENUES/APPI	ROPRIATIONS - 000.000 -	510,777	474,978	564,565	578,876	372,240	1,098,995

09/23/2019 BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
Dept 590.000 - COMPOST	T SITE						
590-590.000-705.000	SALARY - SUPERVISION	0	0	82,400	82,400	52,265	84,872
590-590.000-706.000	SALARY - PERMANENT WAGES	109,995	123,097	74,322	74,322	45,312	76,021
590-590.000-707.000	SALARY - TEMPORARY/SEASONAL	20,186	26,618	26,000	26,000	15,711	27,800
590-590.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	5,486	6,798	0	4,005	4,004	0
590-590.000-708.010	HEALTH INS BUYOUT	3,750	3,750	3,750	3,750	1,875	3,750
590-590.000-709.000	REG OVERTIME	8,817	6,595	2,000	2,000	3,226	2,000
590-590.000-710.000	ACC COMP ABSENCES-LNGTERM	0	6,571	9,000	9,000	0	9,000
590-590.000-715.000	F.I.C.A./MEDICARE	10,037	11,031	12,807	13,113	8,291	14,875
590-590.000-719.000	HEALTH INSURANCE	9,300	10,215	25,006	25,006	18,754	30,007
590-590.000-719.001	SICK AND ACCIDENT	838	803	859	859	628	859
590-590.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(900)	(1,575)	(1,800)	(1,800)	0	(1,800)
590-590.000-719.015	DENTAL BENEFITS	2,064	1,940	2,980	2,980	1,736	3,278
590-590.000-719.016	VISION BENEFITS	428	449	639	639	328	703
590-590.000-719.020	HEALTH CARE DEDUCTION	3,567	2,712	5,915	5,915	3,706	5,915
590-590.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	45	42	90	90	54	90
590-590.000-720.000	LIFE INSURANCE	347	364	510	510	373	510
590-590.000-723.000	DEFERRED COMPENSATION EMPLOYE	262	348	338	338	206	361
590-590.000-727.000	OFFICE SUPPLIES	74	12	200	200	149	200
590-590.000-730.000	POSTAGE	0	0	100	100	0	100
590-590.000-741.000	BOOT REIMB & UNIFORMS PURCHASE	888	1,155	700	1,700	1,265	1,700
590-590.000-757.000	OPERATING SUPPLIES	4,118	2,444	4,500	3,500	1,963	3,500
590-590.000-800.001	ADMINSTRATION FEES	6,272	6,548	9,251	9,251	6,167	11,876
590-590.000-804.000	CONTRACTUAL/ROLLOFF DISPOSAL	46,483	37,603	36,300	36,300	23,831	42,500
590-590.000-804.004	TWP DISPOSAL FEE	9,542	7,897	6,000	4,500	0	6,000
590-590.000-850.000	TELEPHONE	151	151	800	800	102	500
590-590.000-867.200	GAS & OIL - YCUA	12,878	17,398	8,000	19,500	9,071	16,500
590-590.000-876.000	RETIREMENT/MERS	19,273	20,385	33,750	33,750	22,344	34,875
590-590.000-913.000	INSURANCE & BONDS FLEET	2,322	2,247	2,448	2,448	1,490	2,346
590-590.000-917.000	WORKERS COMPENSATION INSURANC	3,843	3,956	4,112	4,112	2,610	4,112
590-590.000-920.004	UTILITIES HEAT	5,811	4,785	7,000	7,000	4,203	6,500
590-590.000-920.005	UTILITIES LIGHT	2,267	2,350	2,000	2,000	995	2,000

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
590-590.000-931.000	REPAIRS AND MAINTENANCE	954	5,865	5,000	5,000	813	4,000
590-590.000-933.000	EQUIPMENT MAINTENANCE	8,974	5,549	15,000	15,000	14,069	18,000
590-590.000-939.031	MOTORPOOL-MISC REPAIR	0	0	0	0	0	2,500
590-590.000-941.000	EQUIPMENT RENTAL/LEASING	2,350	0	3,500	3,500	2,645	3,500
590-590.000-943.000	MOTORPOOL LEASE/MAINTENANCE	3,509	3,567	3,000	3,000	2,000	3,000
590-590.000-956.000	MISCELLANEOUS	0	296	500	500	249	500
590-590.000-960.000	EDUCATION AND TRAINING	29	0	100	100	0	500
590-590.000-968.001	DEPRECIATION EXPENSE	169,374	178,780	177,488	177,488	0	176,045
590-590.000-977.000	EQUIPMENT	203	0	0	0	0	500,000
NET OF REVENUES/APPR	NET OF REVENUES/APPROPRIATIONS - 590.000 - COMPOST SITE		(500,746)	(564,565)	(578,876)	(250,435)	(1,098,995)
ESTIMATED REVENUES - FUND 590		510,777	474,978	564,565	578,876	372,240	1,098,995
APPROPRIATIONS - FUND 590		473,537	500,746	564,565	578,876	250,435	1,098,995
NET OF REVENUES/APPROPRIATIONS - FUND 590		37,240	(25,768)	0	0	121,805	0

NARRATIVE

Fund 595 - Motorpool

Revenues

Line Item	Explanation
595-000-000-607-502 – Flat Fee-Parks Motorpool/Monthly	Monthly fees charged to parks for miscellaneous fluids, etc. Figures provided by the Accounting Director.
595-000-000-607-515 - Combined Lease/Repair Revenue	Lease revenue from other departments, now includes repair. Figures provided by the Accounting Director.
595-000-000-607-520 – Fuel and Fluids Revenue	Fuelcloud; fuel surcharge received from other departments. No change for 2020.
595-000-000-664-001 – Interest Earned	Interest earned on funds deposited at various banks.

Expenditures

Line Item	Explanation
595-595-000-706-000 – Salary-Permanent Wages	25% of salary for Floater II/Clerk III position.
595-595-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
595-595-000-719-000 – Health Insurance	We will not receive our health insurance rates for 2020 until
	September. At this time, we are estimating a 20% increase.
	This amount will be adjusted once rates are received.
595-595-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for
000-000-710-001	each non-fire department employee. Figures provided by
	Human Resources.
595-595-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward
	their health care coverage.
595-595-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2020 until
	later this year. At this time, we are estimating a 10%
	increase. This amount will be adjusted once rates are
	received.

We will not receive our vision insurance rates for 2020 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
O
Cost to fund Clarity Benefits card associated with health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
Cost to manage card used to pay health care deductibles, administered by Clarity Benefits.
Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
Used to purchase small items for automobiles. No change recommended for 2020.
Cost of rags and other small items. No change for 2020.
Cost of GPS Vehicle System. No change recommended.

Line Item	Explanation
595-595-000-818-032 – Contractual Svc-Fuel Tank Repair	Used for Tank Repair and monitoring fuel tanks per State regulations. Two of our fuel pumps (those at Ford Lake Park) are new and based on expenditures to date, recommend decreasing to \$7,500 for 2020.
595-595-000-818-033 – Contractual Svc-Auto/Equip Maint	Contractual service for Equipment Maintenance and work on vehicles (YCUA, Ed's Garage, etc.). No change recommended for 2020.
595-595-000-867-000 – Gas & Oil	Cost of fuel. Based on lower fuel costs and year to date expenditures, recommend decreasing to \$35,000 for 2020.
595-595-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
595-595-000-968-001 – Depreciation Expense	Cost of auto depreciation, figures provided by the Accounting Director.
595-595-000-985-000 - Capital Outlay/Vehicles	Recommend purchase of a small truck/vehicle for the Recreation Department for use by the rangers. \$25,000 is budgeted for this purchase.

8/23/19

09/23/2019

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
Fund 595 - MOTORPOOL	/ REPAIRS						
Dept 000.000							
595-000.000-607.502	Flat Fee-Parks MotorpoolMnthl	1,200	1,200	600	600	800	1,200
595-000.000-607.515	COMBINED LEASE/REPAIR REVENUE	203,014	207,719	227,297	227,297	151,531	227,297
595-000.000-607.520	FUEL AND FLUIDS REVENUE	39,711	44,684	36,000	36,000	26,989	36,000
595-000.000-664.001	INTEREST EARNED	1,381	2,258	0	0	2,576	2,000
595-000.000-673.002	SALES OF FIXED ASSETS-EQUIP.	0	19,861	0	0	635	0
595-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	0	20,745	0	0
NET OF REVENUES/APPROPRIATIONS - 000.000 -		245,306	275,722	263,897	284,642	182,531	266,497

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

		2017	2018	2019	2019	2019	2020
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	ACTIVITY	REQUESTED
GL NUMBER	DESCRIPTION			BUDGET	BUDGET	THRU 08/31/19	BUDGET
Dept 595.000 - MOTOR	POOL						
595-595.000-706.000	SALARY - PERMANENT WAGES	10,254	11,041	11,403	11,403	7,221	11,688
595-595.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	213	0	0	0	0	0
595-595.000-715.000	F.I.C.A./MEDICARE	755	819	872	872	536	894
595-595.000-719.000	HEALTH INSURANCE	1,386	1,702	1,958	1,958	1,563	2,501
595-595.000-719.001	SICK AND ACCIDENT	100	115	95	95	72	95
595-595.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(394)	(331)	(330)	(330)	0	(150)
595-595.000-719.015	DENTAL BENEFITS	120	93	102	102	70	112
595-595.000-719.016	VISION BENEFITS	20	22	25	25	16	27
595-595.000-719.020	HEALTH CARE DEDUCTION	623	398	726	726	259	744
595-595.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	21	29	23	23	13	23
595-595.000-720.000	LIFE INSURANCE	42	52	57	57	43	57
595-595.000-776.500	AUTO PARTS	1,107	1,714	3,000	3,000	179	3,000
595-595.000-776.550	SHOP SUPPLIES	850	1,997	2,000	2,000	464	2,000
595-595.000-818.000	CONTRACTUAL SERVICES	8,942	9,091	12,000	12,000	5,306	12,000
595-595.000-818.032	CONTRACT'L SRV-FUEL TANK REPA	4,826	6,314	10,000	10,000	0	7,500
595-595.000-818.033	CONTRACT'L SRV-AUTO/EQUIP MAI	23,460	24,750	20,000	20,000	7,481	20,000
595-595.000-867.000	GAS & OIL	33,732	38,520	41,000	41,000	24,837	35,000
595-595.000-876.000	RETIREMENT/MERS	2,268	2,559	480	480	382	603
595-595.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	325	325	0	325
595-595.000-939.031	MOTORPOOL-MISC REPAIR	0	2,994	7,000	6,980	612	2,500
595-595.000-968.001	DEPRECIATION EXPENSE	154,633	172,880	134,396	134,396	0	125,000
595-595.000-971.008	CAPTL OUTLAY -IMPROVEMENT	0	196	0	0	0	0
595-595.000-985.000	CAPITAL OUTLAY/VEHICLES	0	89	0	20,765	0	25,000
NET OF REVENUES/APPROPRIATIONS - 595.000 - MOTORPOOL		(242,958)	(275,044)	(245,132)	(265,877)	(49,054)	(248,919)
ESTIMATED REVENUES -	- FUND 595	245,306	275,722	263,897	284,642	182,531	266,497
APPROPRIATIONS - FUND 595		242,958	275,044	245,132	265,877	49,054	248,919
NET OF REVENUES/APPROPRIATIONS - FUND 595		2,348	678	18,765	18,765	133,477	17,578

DRAFT-October 1, 2019 CHARTER TOWNSHIP OF YPSILANTI TOWNSHIP BOARD POLICY

1. Authority.

These Policies are adopted by the Board of the Charter Township of Ypsilanti pursuant to MCL 42.7.

2. Regular Meeting Agenda.

The Township Clerk shall prepare the agenda of business for all regularly scheduled Township Board meetings. Any other Board member, representative of Township committees or Township staff desiring to place a matter on the agenda shall notify the Clerk of such item by 4:00 pm the Monday preceding the 1st Monday before the next regular board meeting. Such items shall be placed under the heading of "New Business" as appropriate. Board members can add items to the agenda before or during the meeting.

3. <u>Distribution of Agenda and Materials.</u>

Upon completion of the agenda the Clerk shall post on the Township website the agenda and the board packet by the Wednesday before the regular scheduled meetings and no later than 24 hours before a Special Meeting. The Clerk will notify Board Members when the agenda and board packet are available on the website.

4. Order of Business.

The agenda shall be arranged in the following order of business:

- 1. Call to Order
- 2. Pledge of Allegiance and Moment of Silent Prayer
- 3. Public Comments (limited to 3 minutes)
- 4. Consent Agenda
 - A. Minutes
 - B. Statements and Checks
 - C. Treasurers Report
 - D. Board Members Updates
- 5. Attorney Report
- 6. Old Business
- 7. New Business
- 8. Authorization and Bids

9. Other Business

10, Adjournment Public Comments shall also be allowed on each agenda item (limited to 3 minutes)

5. Conduct of Meetings.

The Township Supervisor shall moderate and chair all meetings of the Township Board. In the absence of the Supervisor the Clerk shall assume the duties of the chair.

Board members wishing to speak shall first obtain the approval of the chair and each person who speaks shall address the chair. Other persons at the meeting shall not speak unless called on by the chair and shall address the chair only.

The Supervisor may call to order any person who is being disorderly by speaking or otherwise disrupting the proceeding, by failing to be germane, by speaking longer than the allotted time, by speaking vulgarities or by making personal attacks. Such person shall thereupon be seated until the Supervisor shall have determined whether the person is in order.

6. Parliamentary Authority.

Roberts Rules of Order shall govern all questions or procedure that are not otherwise provided by this policy or by state law.

7. Audio and Video Recordings.

Audio and/or Video Recordings will be posted on the website. Minutes of the Work Session and Regular Meetings will be posted on the website once approved by the Township Board.

All Township Board Policies and parts of such insofar as they conflict with the provisions of these policies hereby are rescinded.

REVIEW AGENDA

A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197

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

REGULAR MEETING AGENDA TUESDAY, OCTOBER 1, 2019 7:00 P.M.

REVISED SEPTEMBER 27, 2019

- 1. CALL TO ORDER
- PLEDGE OF ALLEGIANCE AND INVOCATION
- PUBLIC COMMENTS
- 4. CONSENT AGENDA
 - A. MINUTES OF THE SEPTEMBER 17, 2019 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 - 1. STATEMENTS AND CHECKS FOR OCTOBER 1, 2019 IN THE AMOUNT OF \$1,113,854.64
- ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. REQUEST TO RESCIND APPROVED RECOMMENDATION OF THE CHARTER TOWNSHIP OF YPSILANTI LIQUOR COMMISSION TO GRANT A CLASS C LIQUOR LICENSE TO HERODOTOL AND NATHALIE SAVVIDES FOR THEIR BIG BOY RESTAURANT LOCATED AT 2800 WASHTENAW

NEW BUSINESS

- REQUEST TO APPROVE A CLASS C LIQUOR LICENSE FOR ANDY AND CHRIS, INC. APPLICANTS HERODOTOL AND NATHALIE SAVVIDES FOR THE BIG BOY RESTAURANT LOCATED AT 2800 WASHTENAW AVE.
- 2. REQUEST TO REFUND THE \$1,000.00 LIQUOR LICENSE PERMIT APPLICATION FEE TO HERDOTOL AND NATHALIE SAVVIDES FOR THE ANDY AND CHRIS INC. APPLICATION
- 3. REQUEST TO APPROVE MAILING OF ABSENTEE POSTCARD TO YPSILANTI TOWNSHIP REGISTERED VOTERS AND AWARD QUOTE TO PRINTING SYSTEMS IN A NOT TO EXCEED AMOUNT OF \$29,323.00 TO BE BUDGETED IN LINE ITEM #101-267-000-730-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

- 4. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION TO ABATE PUBLIC NUISANCE DRUG HOUSES BY PADLOCKING LOCATED AT 252 DEVONSHIRE RD. AND 1246 E. FOREST AVE. IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
- 5. REQUEST TO TRADE IN SCAG GIANT VAC SERIAL NUMBER 024A00003 TO J & R TRACTOR, LLC TOWARD PURCHASE OF A STUMP GRINDER AND GRAPPLE BUCKET
- 6. REQUEST TO CANCEL NOVEMBER 5, 2019 WORK SESSION AND REGULAR BOARD MEETING DUE TO NOVEMBER 5, 2019 SPECIAL ELECTION
- 7. BUDGET AMENDMENT #15

AUTHORIZATIONS AND BIDS

- REQUEST TO SEEK SEALED BIDS FOR THE REMOVAL AND INSTALLATION OF A SINGLE FURNACE AND AIR CONDITION HVAC UNIT AT THE HEWITT RD. FIRE STATION
- 2. REQUEST TO SEEK SEALED BIDS FOR THE REMOVAL AND INSTALLATION OF A NEW FURNACE FOR FIRE STATION HEADQUARTERS TOOL ROOM
- 3. REQUEST TO SEEK SEALED BIDS FOR REMODEL OF FIRE STATION HEADQUARTERS DORMITORY BATHROOM

OTHER BUSINESS

PUBLIC COMMENTS

CONSENT AGENDA

Clerk Lovejoy Roe called the meeting to order at approximately 4:07p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Clerk Lovejoy Roe and Trustee Monica Ross-Williams Trustee Jarrell Roe arrived at 4:30p.m., Supervisor Stumbo arrived at 4:50 p.m., Trustee Eldridge arrived at 5:03p.m. and Trustee Wilson arrived at 5:07p.m.

Members Absent: Treasurer Doe

Legal Counsel: Wm. Douglas Winters

1. 2020 BUDGET REVIEW

a) 101-371 - PLANNING

Michael Radzik, OCS Director stated he oversees seven budgets and he said he would highlight the changes in these budgets for 2020. He said he would begin with 101-371 – Planning. He said in 2020 he would like to fill the vacant Planning Director position. He said the Planning Department was formally staffed with three fulltime positions and at different times at least two part time paid interns. He said currently the Township has one Planning and Zoning Coordinator. He said he would like to add a Planning Director position in the current year but if that does not happen he said he had budgeted for the new Director position in the 2020 budget. He said he would recommend the Director position be posted at the top of the salary range but the salary would be determined by the Board.

Trustee Ross-Williams stated there was a 20% increase in health care and asked if it was for the additional staff. Mr. Radzik said it was for the expected increase for health care and the additional fulltime position.

Javonna Neel, Accounting Director stated the 2020 budget had a 20% increase in health benefit costs but she said the Township just received notification the Health Care costs would increase 3% in 2020. She said the health care costs in the

budget would be adjusted. She said the township had not received the actual costs for dental and vision for 2020 but these were budgeted at a 10% increase which may change once documentation for the 2020 rates was received.

b) 101-400 - PLANNING COMMISSION

c) 101-410 - ZONING BOARD OF APPEALS

Mr. Radzik stated he was proposing the Planning Commission and Zoning Board of Appeals members who receive a \$50.00 stipend per meeting be raised to \$75.00 based on the amount of development and the complexity of the projects they were reviewing during their meetings.

d) FUND 249 – BUILDING

Mr. Radzik, Office of Community Standards Director explained **Building Fund 249** and stated it was funded 100% through permit revenue. He said the budget for the Building Department was very conservative. He said the line item for Building Inspections was reduced because one inspector was promoted to Chief and one position was vacant. He said the electrical inspector has now received his building inspector credentials and he can do mechanical, electrical, and building inspections. Mr. Radzik stated the vacant inspector position would not need to be filled.

Clerk Lovejoy Roe stated some are predicting a downturn in the economy and she asked what would happen if the projected revenue from permits did not happen in 2020.

Mr. Radzik stated they would have to dip into the fund balance to maintain staffing. He said he did lower the budget for 2020.

e) FUND 266 – LAW AND CODE ENFORCEMENT

Mr. Radzik explained **Fund 266** was divided into Police Services and Ordinance functions. He said the proposed 2020 budget for this fund was completely supported by the Police/ Ordinance /Neighborhood Watch millage. He said the contract with the Washtenaw County Sheriff's Department would continue.

He said he had hoped to have an agreement with the Sheriffs' correction division for the Community Work program to have litter cleared on the roadways but he reported this did not happen. He said because the economy was improved most were opting to pay the fines. Mr. Radzik said the roadside litter pick-up was contracted by our mowing service.

Trustee Ross-Williams said that she witnessed evidence of the service that was picking up the trash and suggested we continue with this service so they could begin earlier in the year.

Clerk Lovejoy Roe questioned if this service was an eligible expenditure under the millage language and suggested confirmation by the Township accountant and the Township attorney. Mr. Radzik said he would follow up on this question and added that it was a nuisance abatement program.

Trustee Ross-Williams asked if Mr. Radzik needed more than one additional Ordinance Officer. Mr. Radzik said he would explain it when he presents the Ordinance Budget.

Mr. Radzik said the Sheriff's Department expected to have more new deputies and Ypsilanti Township would have 38 deputies assigned to us by early 2020. He said there had been a decrease in overtime and he thought it was directly correlated with implementation of the new 12 hours shift schedules.

Mr. Radzik said he is proposing to add 10 additional cameras for our community safety network. He said the cameras will be located where the police feel they would be most beneficial. He said he has a tentative list on where these should be located. Mr. Radzik stated the Township would pay the monthly expenses and he budgeted for those in this budget. He said it would be up to the Board if they wanted to move forward with it. Clerk Lovejoy Roe suggested he put some cameras in our parks.

Mr. Radzik said there is a significant change in the Ordinance Budget for 2020. He said this was **Fund 248.** He said it includes housing and commercial business inspections and registrations. He said all five of the ordinance officers are doing the same work which is code enforcement. He said we set up this fund to keep track of our block grants but now **Fund 248** was not receiving any grant funds so it had outlived its' usefulness. Mr. Radzik stated he had consolidated **Fund 248**-**Ordinance** into **Fund 266** and renamed it **Fund 266** – **Law and Code Enforcement** in the budget. Mr. Radzik showed examples of the work that was being done through this department and showed how the work was distributed by a graph he distributed to the Board Members. (See Attached)

Trustee Jarrell Roe stated that when looking at the graphs, she said it seems that there is a need for more officers. Mr. Radzik stated he is proposing to add one new inspector position.

Clerk Lovejoy Roe asked if the revenues from the inspections and registrations covers the cost for the department. Mr. Radzik said it has been self-sufficient and it has been funding officers that have been doing both jobs.

Trustee Ross-Williams asked Mr. Radzik if there was a need for more than one fulltime person in the Ordinance Department. Mr. Radzik said he is not sure when they will need additional officers but he would re-evaluate it and suggest adding additional officers as needed.

Clerk Lovejoy Roe asked if there could be increased fines for repeat offenders. She said residents get tired of calling on the same houses for the same violations. She suggested that we proceed to circuit court with the habitual offenders. Mr. Radzik said we could go to circuit court.

Attorney Winters said if the police were sent to the same house numerous times for the same thing there should be a way to handle this differently. He said maybe we need to send them to circuit court and not continue to send them to district court with the same outcome.

Trustee Jarrell Roe reported that residents are frustrated with reporting the same houses with same violations over and over, and year after year. She said Radzik and his department does a great job but she said we need to find a way to be more effective.

f) FUND 893 NUISANCE ABATEMENT

Mr. Radzik said that Fund 893 Nuisance Abatement was was relatively unchanged. He explained this fund was for financing noxious weed enforcement and for the board up of dangerous buildings. He said there was an increase of \$1,000 for Noxious Weeds. Supervisor Stumbo said it had been the same for over 10 years and this person has a lot of hard decisions to make and has a wealth of experience.

g) FUND 206 - FIRE DEPARTMENT

Chief Copeland explained Fund 206 – Fire Department. He said this is his tenth year with the Township and every year he has always had a tight budget as he has again this time. Chief Copeland stated the Fire Departments' revenue outlays comes from three millages for Capital Outlay, Pension, and for General Fire Operations. He said he was given three directives when he came to Ypsilanti in 2009. He said these were to provide leadership, hire a Fire Marshall, and form mutual aid program from surrounding areas. He said he is still working on mutual aid but has had good response from Superior Township and Ypsilanti City. He said currently both Superior and the City of Ypsilanti will respond to incidents in the Township and we are discussing removing all the boundaries. He said this would have all the participating communities to provide automatic aid to each community. Chief Copeland said Pittsfield Township has been a little reluctant to participate.

Supervisor Stumbo stated it was the Chiefs' idea to form the mutual aid program which brings area fire departments together to provide better services to all the communities that participate. She said it was a great idea because it gets more boots on the ground which helps save lives and protects property.

Trustee Jarrell Roe questioned some of the budgeted items coming in much lower than the budget and wondered why the 2020 budget has the same amount or even a higher amount when they haven't used the all the budgeted funds in 2019.

Javonna Neel, Accounting Director said that some line items in the budget are not paid out until later in the year.

OLD BUSINESS

The board agreed to proceed to the Private Rd. Variance Requests **Agenda Item Number 2) A and B** under Old Business.

- 2. REQUEST TO APPROVE THE FOLLOWING PRIVATE ROAD VARIANCES
 (PUBLIC HEARING HELD AT THE AUGUST 20, 2019 REGULAR MEETING)
 - A. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD
 ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN STANDARDS TO
 APPROVE A 780 LONG PRIVATE ROAD WITHOUT A MEANS OF ACCESS
 TO ANOTHER ROAD SYSTEM FOR ADDRESSES 6501 TO 6575 MUNGER
 ROAD AND 5285 AND 5287 MERRITT ROAD
 - B. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD
 ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN TO STANDARDS
 TO APPROVE ONE PRIVATE DRIVEWAY TO ACCESS TWO LOTS ZONED R1 WHERE ONLY ONE LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY
 FOR ADDRESSES 5285 AND 5287 MERRITT ROAD

Ben Carlisle, Carlisle Workman, explained the two requests. He said he asked the applicant to prepare a document explaining exactly what he was proposing. Mr. Carlisle stated the applicant did provide an explanation in writing and an additional lot split was reviewed along with the private road variances. He said the plan from the applicant regarding the additional lot split for two more parcels cannot be approved by the Townships' Assessing Department because of the Land

Division Act. He said the Township Assessing Department had verified the applicants request for the additional parcels and land split with the County Assessing Department and the County had concurred that a boundary change proposed by the applicant does not change the 10 year requirement outlined in the Land Division Act. He said the applicant's amended request for the two additional parcels doesn't meet the requirements of the Land Division Act. He said there is still confusion on what the applicant is asking for with the private road. Mr. Carlisle said he could not provide a recommendation either way regarding the variance for the private road and shared driveway. He said the Townships' Ordinance requires action must be taken at the next meeting after the Public Hearing for the Private Road Variance requests, which would mean the Township Board much take action at the Board Meeting this evening. He said he would recommend to deny this tonight and they would work with the applicant and get a clearer idea on what they are asking for.

Trustee Eldridge asked if the applicant would have to wait a year before they can apply again. Mr. Carlisle stated he did not think they have to wait a year.

Trustee Jarrell Roe stated she was disappointed that the resident will be here again tonight and we can't make a decision. She asked if the ordinance would need to change so this would not happen in the future. Mr. Carlisle stated that would be his recommendation.

Clerk Lovejoy Roe stated she thought we were only going to vote on the request for the two private road variances that the public hearings were held on at the last board meeting. She said she would be comfortable to move forward and approving the original requests for the two variances with conditions which was how private road variance requests have been handled in the past. She said we know they want 6 parcels served by the private road and then two additional parcels in the future as was shown on their original drawings. She said the applicant had stated at the board meeting they wanted two more parcels for a total of 8 to be served by the private road in the future but they would have to wait at least ten years. She said she knows they were trying to get around the land division act with the boundary adjustment and according to the Assessor

that is not possible. She said she is completely clear on what is being proposed and she knows we need deed restrictions and a road maintenance agreement which are conditions we always put on private roads. Clerk Lovejoy Roe stated she would support the two variance requests with the condition to limit the number of parcels to be served by the private to 8 parcels. She said it would be great to have a variety of housing options in Ypsilanti Township. She added it was only with private roads that larger lot developments can occur due to the expense of public roads and traditional developers will not build large acreage developments.

Trustee Ross-Williams thanked Clerk Lovejoy Roe for the clarification. She said when Mr. Carlisle works with the applicant and it comes back to the board she would vote on it.

Attorney Winters said that there was always a need for a variance to be requested. He said that when they came to the last meeting it did seem that they changed what they were asking for in their proposal. He said the reason the Assessor stated this could not be done was because he was given the revised proposal and not the original one that was presented to the Board. He said it shouldn't be that difficult but it does need to be done correctly.

Trustee Jarrell Roe stated that it in the letter from the Fire Marshall it states that the fire truck cannot make the turn on this proposed private t-driveway. Chief Copeland said the Fire Marshall thought that was the turn on a standard road and not a driveway.

Supervisor Stumbo stated we were trying to accommodate the resident. She said if it goes over five homes it has to be paved. She said the variance was just for the length of the road and a driveway off the road. Supervisor Stumbo stated it was never for a number of lots.

Mr. Carlisle stated there is so many questions about what the applicant wants that we need to work further with them and hopefully move forward once we get clarification.

John Sauter, Township Resident, stated there has been numerous references that we have changed our request but that is not true. He said the plan they submitted to the Planning Commission and the Board always showed a total of 6 lots. He said they could not come to the Board with plans with more than 4 land divisions because that is all they have currently as they are limited by the Land Division Act. He said two parcels were always shown as future lots. He said the plans always had a dash line that indicated a future division showing where the 6 lots were. He said Mr. Carlisle has always looked at his plans that showed 6 lots. Mr. Sauter stated that Mr. Carlisle assumed and told them that we could get those additional two lots 10 years into the future. Mr. Sauter said they have talked to the County about how to do this and they have told us we could do this according to the land division regulations with the boundary adjustment and we don't have to wait ten years to make this happen. Mr. Sauter said there is a way to do this and the question is not really is it going to happen but how it is going to happen and when will it happen. He said none of these questions need to come into the board's decision process about a variance for the road length and the driveway variance. He said regarding what the Township Deputy Assessor stated we cannot do, the County has said that we can. He said if they can't do it they would wait ten years because that is not a priority. He had the Deputy Assessor has not tried to work out with what we worked out with the County because we have not submitted it to him. Mr. Sauter said he does not have any more information that they can give the board regarding the request for the variances that they have before the board tonight. He said they would really appreciate their consideration and not delay this process any further.

Ken Cousino, Engineering Technology stated they would be back to the Board twice. He said we cannot submit for the land division until they have approval of the private road. He said the total land between the two families are 37 acres and they are planning only 8 homes. He said Mr. Carlisle asked them why they weren't making the road longer than 600 feet and we told him that was what the ordinance states. He said he cannot move the project forward until we get the variance for the road. He said we are not asking for parcel divisions, he said we would have to come back later for that.

Brian McCleery, Deputy Assessor stated he cannot approve the parcel splits until the private road is approved. He said he spoke to Dick Steffens at Washtenaw County and Mr. Steffens stated that the land division with the boundary adjustment that they were proposing was denied.

Mr. Cousino stated they were not asking the board to act on land divisions. He said the variance requests before the board were simply for the road length and the driveway to serve two homes.

Brian McCleery stated that he couldn't approve the 4 land divisions at this time until the board approves the private road.

Mr. Cousino, stated he does not know the Townships' reason for limiting the number of lots at this time.

Supervisor Stumbo stated it was our Ordinance.

Mr. Cousino said the Ordinance requires the private road to be paved if it serves more than five houses and the plans were to always pave the road.

Supervisor Stumbo said that Mr. Cousino submitted plans for four parcels on the property and you did not submit six. She said you can say it a million times but on the actual document it has 1,2,3,4 on it and it does not have six.

Mr. Cousino said that was right.

Supervisor Stumbo said that when Mr. Cousino says it has always been six lots that is not an accurate statement.

Mr. Cousino said he did not understand the board's position to say we won't have re-division rights in 10 years. He said that is a state law and we would have land division rights in 10 years. He said they were not trying to hide anything that's

why they said later they would want 6 but they knew right now they could only get 4.

Ben Carlisle said they were recommending the application be denied and they will work out the issues.

Trustee Eldridge asked Mr. Cousino if we should only be concerned with the road tonight is that because you are planning on doing the road this fall.

Mr. Cousino said that they began this process in November 2018 and they had hoped to get the road in during this construction season but it is unlikely we will be able to complete it this year.

Trustee Eldridge said that if you won't be able to do this road this season what would be the urgency to not be able to take the time to sit down with Mr. Carlisle and work these issues out.

John Sauter said that Mr. Cousino could begin some construction now. He said the winter is a hinderance that will come in the middle of this road construction season. He said any delay would delay the project.

AGENDA REVIEW.....SUPERVISOR STUMBO

PUBLIC HEARING

A. 7:00 PM – RESOLUTION 2019-34, CREATION OF NEIGHBORHOOD STREETLIGHT SPECIAL ASSESSMENT DISTRICT #217 MAJESTIC PONDS AND PONDS AT LAKEWOOD (Public Hearing Set At The August 20, 2019 Regular Meeting)

Clerk Lovejoy Roe stated the Resolution would be read and voted on. She said all the owners have been notified of the hearing. She said the old lights would be removed because they didn't work and they are putting in seven new LED lights. She said she has not received any comments from the owners.

Trustee Jarrell Roe asked what the process for creating a special assessment district consisted of.

Supervisor Stumbo said that if a property owner owns 51% or in a neighborhood a petition must be signed by 50% plus 1 of the property owners impacted.

Clerk Lovejoy Roe said she understood that the Board did not want Special Assessment Districts to be created at the request of the Homeowner Associations.

Trustee Ross-Williams stated there may be trouble finding home owners when there are a lot of rentals and this may not be fair.

Clerk Lovejoy Roe said that state law does allow the board to create a Special Assessment District. She said there may be special circumstances when she would ask for the Board's direction if residents were requesting a Special Assessment District but did not have the signatures on a petition.

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

Supervisor Stumbo asked to have the confirming Resolutions read and voted on before the Special Assessment Levy Resolution. She asked for clarification regarding if a public hearing was required for each of the confirming Resolutions.

Clerk Lovejoy Roe explained that all the confirming Special Assessment Resolutions were for Districts that were listed on the Special Assessment Levy and a part of the public hearing that was scheduled.

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

- 2. RESOLUTION 2019-37 CONFIRMING SPECIAL ASSESSMENT DISTRICT #072 FOR THE PONDS AT LAKEWOOD AND MAJESTIC PONDS NEIGHBORHOOD SECURITY CAMERAS
- 3. RESOLUTION 2019-38 CONFIRMING SPECIAL ASSESSMENT DISTRICT #073 FOR THE REDWOOD AND NAUTICA POINTE APARTMENTS NEIGHBORHOOD SECURITY CAMERAS
- 4. RESOLUTION 2019-39 CONFIRMING SPECIAL ASSESSMENT DISTRICT #074 FOR THE CLIFF'S CONDOS NEIGHBORHOOD SECURITY CAMERAS
- 5. RESOLUTION 2019-40 CONFIRMING SPECIAL ASSESSMENT DISTRICT #214 FOR THE LAKEWOOD AND MAJESTIC LAKES NEIGHBORHOOD STREETLIGHTS
- 6. RESOLUTION 2019-41 CONFIRMING SPECIAL ASSESSMENT DISTRICT #215 FOR THE PONDS AT LAKEWOOD AND MAJESTIC PONDS NEIGHBORHOOD STREETLIGHTS
- 7. RESOLUTION 2019-42 CONFIRMING SPECIAL ASSESSMENT DISTRICT #216 FOR THE REDWOOD AND NAUTICA POINTE APARTMENTS NEIGHBORHOOD STREETLIGHTS

CONSENT AGENDA

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

Supervisor Stumbo stated that she had corrections to minutes and would provide them to Clerk Lovejoy Roe. Clerk Lovejoy Roe said she would make the corrections.

B. STATEMENTS AND CHECKS

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

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE – None Given

OLD BUSINESS

- 1. 2ND 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 (1ST READING HELD AT THE AUGUST 20, 2019 REGULAR MEETING)
- 2. REQUEST TO APPROVE THE FOLLOWING PRIVATE ROAD VARIANCES
 (PUBLIC HEARING HELD AT THE AUGUST 20, 2019 REGULAR MEETING)
 DISCUSSED EARLIER IN THE WORK SESSION MEETING
 - A. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN STANDARDS TO

APPROVE A 780 LONG PRIVATE ROAD WITHOUT A MEANS OF ACCESS TO ANOTHER ROAD SYSTEM FOR ADDRESSES 6501 TO 6575 MUNGER ROAD AND 5285 AND 5287 MERRITT ROAD

B. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD
ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN TO STANDARDS
TO APPROVE ONE PRIVATE DRIVEWAY TO ACCESS TWO LOTS ZONED R1 WHERE ONLY ONE LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY
FOR ADDRESSES 5285AND 5287 MERRITT ROAD

NEW BUSINESS

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

Megan Mason Minnock, Carlisle Workman said she would give a presentation at the Regular Board Meeting if the board approved. Board members indicated they wanted the presentation at the Regular Board Meeting.

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

Trustee Ross-Williams asked if Attorney Winters could explain this in detail.

Attorney Winters stated this would meet all the requirements from the State in how we store our documents.

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

Brian McCleery, Deputy Assessor stated that the petitioner has a purchase agreement to purchase 5 feet from their neighboring lot for them to build and the state law requires a resolution from the Township Board to adjust lots in a Platted Subdivision.

Supervisor Stumbo requested to discuss New Business Number 5 as Compost Facilities Manager, Carl Rowsey was present and could answer any questions now. The Board members agreed to move up New Business Number 5 on the work session agenda.

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

Carl Rowsey, Facilities Manager for the Compost Site said he would like to purchase this new loader and is turning in an old loader of which they will get \$40,000.00 to put down on the new one. He said there was a cost savings to purchase the Loader in 2019 versus waiting until 2020.

Attorney Winters had a question about the warranty and Carl Rowsey said the purchase included an upgraded 5 year warranty plus the standard 6 year warranty.

The Work Session adjourned at 6:49PM

Respectfully Submitted,

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

Members Present: Supervisor Stumbo, Clerk Lovejoy Roe

Trustees: Stan Eldridge, Heather Jarrell Roe Jimmie Wilson, Jr., and Monica Ross-Williams

Members Absent: Treasurer Doe

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

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

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

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

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

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

The motion carried unanimously.

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

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

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

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

The motion carried unanimously.

PUBLIC COMMENTS

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

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

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

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

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

CONSENT AGENDA

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

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

B. STATEMENTS AND CHECKS

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

C. AUGUST 2019 TREASURER'S REPORT

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

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE (none)

OLD BUSINESS

1. 2ND 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 (1ST READING HELD AT THE AUGUST 20, 2019 REGULAR MEETING)

A motion was made by Clerk Lovejoy Roe, supported by Jarrell Roe to Approve 2nd 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 (1st Reading Held at the August 20, 2019 Regular Meeting) (see attached).

Jarrell RoeYes	EldridgeYes	Ross WilliamsYes
Lovejoy RoeYes	StumboYes	WilsonYes

The motion carried unanimously.

- 2. REQUEST TO APPROVE THE FOLLOWING PRIVATE ROAD VARIANCES (PUBLIC HEARING HELD AT THE AUGUST 20, 2019 REGULAR MEETING)
 - A. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN STANDARDS TO APPROVE A 780 LONG PRIVATE ROAD WITHOUT A MEANS OF ACCESS TO ANOTHER ROAD SYSTEM FOR ADDRESSES 6501 TO 6575 MUNGER ROAD AND 5285 AND 5287 MERRITT ROAD
 - B. REQUEST TO APPROVE A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN TO STANDARDS TO APPROVE ONE PRIVATE DRIVEWAY TO ACCESS TWO LOTS ZONED R-1 WHERE ONLY ONE LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY FOR ADDRESSES 5285 AND 5287 MERRITT ROAD

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

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

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

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

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

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

The motion passed. Clerk Lovejoy Roe voted Nay

NEW BUSINESS

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

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

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

The motion carried unanimously.

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

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Agreement with Washtenaw County for Subaward of Federal Financial Assistance for Funding for Bid Documents and Bid Oversight for Community Center Flooring (see attached).

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

The motion carried unanimously.

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

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

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

13. BUDGET AMENDMENT #14

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

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

The motion carried unanimously.

The meeting was adjourned at approximately 8:58PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION NO. 2019-34

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

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

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

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

Total Estimate Construction Cost:	\$29,216.71
Total Lamp Charge For Three (3) Years:	.\$4,971.96
Contribution (Cost minus 3 years revenue):	•
Total Annual Lamp Charges:	-

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that when the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-34 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.

RESOLUTION 2019-36

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

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

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

Now Therefore, be it resolved, that

- The special assessment roll as prepared by the assessor in the annual amount of \$11.68 per parcel is hereby confirmed and shall be added to and also known as Lakewood and Majestic Lakes Neighborhood Security Cameras Special Assessment District #071.
- 2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
- 3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-36 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.

Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

RESOLUTION 2019-37

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

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

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

Now Therefore, be it resolved, that

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-37 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.

RESOLUTION 2019-38

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

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

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

Now Therefore, be it resolved, that

- The special assessment roll as prepared by the assessor in the annual amount of \$2,300.24 per parcel is hereby confirmed and shall be added to and also known as Redwood and Nautica Pointe Apartments Neighborhood Security Cameras Special Assessment District #073.
- 2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
- 3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-38 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.

RESOLUTION 2019-39

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

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

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

Now Therefore, be it resolved, that

- The special assessment roll as prepared by the assessor in the annual amount of \$9.39 per parcel is hereby confirmed and shall be added to and also known as Cliff's Condos Neighborhood Security Cameras Special Assessment District #074.
- 2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
- All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-39 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.

RESOLUTION 2019-40

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

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

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

Now Therefore, be it resolved, that

- The special assessment roll as prepared by the assessor in the annual amount of \$.88 per parcel is hereby confirmed and shall be added to and also known as Lakewood and Majestic Lakes Streetlight Special Assessment District #214.
- 2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
- All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-40 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.

RESOLUTION 2019-41

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

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

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

Now Therefore, be it resolved, that

- The special assessment roll as prepared by the assessor in the annual amount of \$3.26 per parcel is hereby confirmed and shall be added to and also known as Ponds at Lakewood and Majestic Ponds Streetlight Special Assessment District #215.
- 2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
- 3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-41 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.

RESOLUTION 2019-42

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

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

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

Now Therefore, be it resolved, that

- The special assessment roll as prepared by the assessor in the annual amount of \$172.98 per parcel is hereby confirmed and shall be added to and also known as Redwood and Nautica Pointe Apartments Streetlight Special Assessment District #216.
- 2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
- 3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-42 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.

RESOLUTION NO. 2019-35

SPECIAL ASSESSMENT LEVY

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

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

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-35 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2019.

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

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

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

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

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

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

SPECIAL ASSESSMENT

CODE

Sherman Oaks Water

051

SECURITY CAMERA SPECIAL ASSESSMENTS

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

STREET LIGHT SPECIAL ASSESSMENTS

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

KAREN LOVEJOY ROE, CLERK

Charter Township of Ypsilanti

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

* * * * * * * * * *

Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

Published: Thursday, September 26, 2019

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

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



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2

INTRODUCTION

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 Sates. 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.



LASERFICHE AVANTE SYSTEM OVERVIEW

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 <u>one</u> 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 3rd 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.



PRELIMINARY DOCUMENT MANAGEMENT PROJECT PLAN

- 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



DESCRIPTION OF RECOMMENDED COMPONENTS

Laserfiche Avante™ Server Software

• Laserfiche Avante MS SQL server software is a complete electronic content management solution with <u>fully integrated</u> 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 Functuality
 - Web Access

- Laserfiche Mobile/App
- o 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:
 - o Information clarification and gathering
 - Template development
 - Loading of applicable retention schedules
- Building of corresponding user folders
- Building applicable workflows for TRM
- Records Manager training in records management functionality within Laserfiche



INVESTMENT DETAIL & OPTIONS

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

Line Item Description	Model #	Quantity	Unit Price	Total
Base Software				
Avante Server for MS SQL with Workflow	MSE30	1	\$4,845.00	\$4,845.0
Avante Named Full User with Snapshot, Web Access & Email	MNF16	5	\$581.40	\$2,907.00
·		Base Soft	ware Subtotal	\$7,752.00
Add-Ons/Plug-Ins				
Laserfiche Avante Participant User	MPAR	5	\$339.15	\$1,695.7
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	\$5,814.0
		Add-Ons/Plu	g-Ins Subtotal	\$9,481.7
Support				
LSAP Avante Server for MS SQL with Workflow	MSE30B	1	\$969.00	\$969.0
LSAP Avante Named Full User with Snapshot, Web Access & Email	MNF16B	5	\$116.28	\$116.2
LSAP Laserfiche Avante Participant User	MPARB	5	\$67.83	\$67.8
LSAP Avante Import Agent	MCA01B	1	\$377.91	\$377.9
LSAP Avante ScanConnect	MCS01B	3	\$31.98	\$31.9
LSAP Avante Standard Audit Trail	MATM16B	5	\$14.53	\$14.5
LSAP Avante Records Management Module	MSM60B	1	\$1,162.80	\$1,162.8
SAP GC Streamline Records Management Business Process Automation Package	GCSL-RM_SAP	1	\$619.00	\$619.0
		Suj	port Subtotal	\$3,359.3
Professional Services				
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	\$3,300.0
Remote Services / Project Coordination		1	\$500.00	\$500.00
Programming		10	\$125.00	\$1,250.0
	Pro	fessional Ser	vices Subtotal	\$10,550.00
			Grand Total	\$31,143.03

Software and Support costs discounted 3.1%

Anticipated annual LSAP fees after the included 1st 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.

AUTHORIZATION & AGREEMENT

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%

Electronic Document Management Solution: \$31,143.03

SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE

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.

(Client please fill out) Invoice for this Project to be sent to:			
Department:	Contact Name:		
TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN			
Ву:	In the Presence of:		
Title:			
Date:	Date:		



GENERAL CODE, CMS, LLC

Ву:	In the Presence of:
Title:	Title:
Date:	Date:

In order to authorize the project:

- 1. Sign the Proposal
- 2. Fax <u>or</u> email the Authorization & Agreement Section only to: <u>Sales@generalcode.com</u> 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.



APPENDIX A – RECOMMENDED SERVER/WORKSTATION SPECIFICATIONS

Please click on the below links to view current specifications:

<u>Laserfiche Avante Minimum Recommended Hardware Specs</u>

Laserfiche Default Ports

<u>Virtualization Considerations for Laserfiche</u>



APPENDIX B – INSTALLATION, TRAINING AND SUPPORT

Pre-Installation Teleconference and Technical Review

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)

LSAP is renewable on an annual basis and was created to deliver critical program updates and provide ongoing 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 Ifsupport@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:

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



CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2019-43

RESOLUTION REGARDING THE DIVISION OF A PLATTED LOT

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

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

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

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

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

LEGAL DESCRIPTIONS:

PARCEL 1:

8075 LAKE CREST DR:

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

PARCEL 2:

8067 LAKE CREST DR:

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

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

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

aren Dauejoy K



Estimated Investment Summary Prepared For:

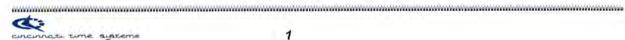


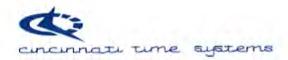
August 8, 2019

Solution Summary

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

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





Solution Pricing

Qty	Description	One-Time Fees	Est. Monthly	Est. Annually
1	CTS 5000 Hosted Time and Attendance	12/11/11		
1	Active Employees at \$ 2.95 per month			
1	Supervisory Time Reviewers			
	\$3.00 each per month			
1	Benefit Accruals Module	No Charge		
10	NT7000 HID Proximity Clocks at \$1,995.00	\$19,950.00		
1	Payroll Interface - B,S, & A	\$250.00		
1	Upgrade software to Novatime 5000	No Charge		
1	Hosted License Fee	No Charge		
1	Training - includes onsite at Township's office and training at Cincinnati Time Systems	No Charge		
_	Total Investment	\$20,200.00		

^{***} Solution Pricing includes all software support and upgrades ***

Leasing Fees

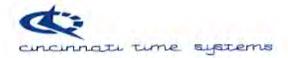
The CTS 5000 Hosted Time and Attendance System is leased with the following fees:

Monthly Fees

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

Software Configuration Changes

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



On-Going System Administration

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

Training

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

Reporting and Data Retention

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

Set-Up

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

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

Clocks

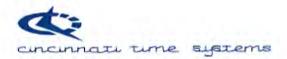
All Clocks have a full warranty for one year. Covers all parts and labor.

Contracts

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

Annual Maintenance and Support

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



Application Performance

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

CINCINNATI TIME SYSTEM	CHARTER TOWNSHIP OF YPSILANTI
	Dreve & Stumes
Cincinnati Time System	Brenda L. Stumbo, Township Supervisor
	1/1 00
	Kahatal
	Karen Lovejoy Roe, Township Clerk
	Stot. 18, 2019
	Date

COUNTY OF WASHTENAW, MICHIGAN

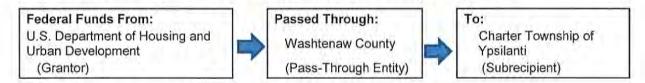
Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this 10th day of September, 2019, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, *the Charter Township of Ypsilanti*, located at 7200 S. Huron River Drive, Ypsilanti, MI 48197, (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) Program as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I - REQUIRED DATA ELEMENTS

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

Subrecipient Name (must match registered name in DUNS)	Charter Township of Ypsilanti	
Subrecipient DUNS Number	781488648	
Federal Award Identification Number (FAIN)	\$6,000.00 - B-19-UC-26-006	
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	2019 — July 23, 2019	
Subaward Period of Performance (start and end date)	9/10/2019 - 9/10/2020	
Amount of Federal Funds Obligated by this Agreement	\$6,000.00	
Total Amount of Federal Funds Obligated to the Subrecipient	\$6,000.00	
Total Amount of the Federal Award	2019 - \$2,123,502.00	

Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170) Name of Federal Awarding Agency	This contract includes support of eligible design, engineering, and bidding assistance costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark in the Charter Township of Ypsilanti. Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14 218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	Not applicable

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

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

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

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

ARTICLE II - SCOPE OF SERVICES

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

ARTICLE III - PAYMENT AND CASH MANAGEMENT

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

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

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,

2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

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

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

ARTICLE IV - REPORTING OF SUBRECIPIENT

- <u>Section 1</u> The Subrecipient is to report to the CDBG Management Analyst, and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- Section 2 The Subrecipient shall submit financial reports *as requested* to *the OCED* Senior Fiscal Assistant. The Subrecipient shall submit programmatic reports *as requested to* CDBG Management Analyst.
- Section 3 All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the

Contract #	

Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

- <u>Section 4</u> The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.
- <u>Section 5</u> The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.
- <u>Section 6</u> All reports made in connection with these services are subject to review and final approval by the County Administrator.
- <u>Section 7</u> The County may review and inspect the Subrecipient's activities during the term of this agreement.
- <u>Section 8</u> When applicable, the Subrecipient will submit a final, written report to the County Administrator.
- <u>Section 9</u> After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.
- Section 10 The Subrecipient and/or subcontractors shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.
- <u>Section 11</u> The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.
- <u>Section 12</u> The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This agreement begins on **September 10**, **2019** and ends on **September 10**, **2020**, with an option to extend an additional **3 months**. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

- <u>Section 1</u> The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.
- <u>Section 2</u> The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal

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year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

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

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

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

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

ARTICLE VII - SUSPENSION OF FUNDING

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

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

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

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

ARTICLE VIII- PERSONNEL

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

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

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

ARTICLE IX-INDEPENDENT CONTRACTOR

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

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

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

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense avalailable to the subrecipient (Ypsilanti Township).

ARTICLE XI- INSURANCE REQUIREMENTS

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

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

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

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

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

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

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

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its

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governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XIV - CONTINGENT FEES

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

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE XVI - LIVING WAGE

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

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ARTICLE XVII - ASSIGNS AND SUCCESSORS

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

ARTICLE XVIII - TERMINATION OF AGREEMENT

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

ARTICLE XIX - EQUAL ACCESS

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

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XXI - PAYROLL TAXES

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

ARTICLE XXII - PRACTICE AND ETHICS

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

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

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

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

ARTICLE XXIV - CHOICE OF LAW AND FORUM

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

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

ARTICLE XXV - EXTENT OF AGREEMENT

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

ARTICLE XXVI - PRIVITY / THIRD PARTIES

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

ARTICLE XXVII - SEVERABILITY

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

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ARTICLE XXVIII - NOTICES

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

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

ATTESTED TO:	WASHTENAW COUNTY (Pass-Through Entity)
By:	By: Gregory Dill (DATE) County Administrator
APPROVED AS TO CONTENT:	Charter Township of Ypsilanti (Subrecipient)
By:	By: Acceptance Brenda Stumbo Township Supervisor By: Karen Lovejoy Roe Township Clerk Sept. (DATE) Sept. (DATE)
APPROVED AS TO FORM:	54/1.10,000
By:(DATE	<u>=</u>

Contract #	

OMB Approval No. 0348-0040

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as

- amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 §§6101-6107), which U.S.C. discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety

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- Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514: (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16

Subrecipient's Signature of Representative

Name of Subreciplent Organization

- U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Title of Subrecipient's Authorized Representative

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

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

1. LOBBYING

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

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

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:

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Check [] if there are workplaces on file that are not identified here.	
DRUG-FREE WORKPLACE	
(GRANTEES WHO ARE INDIVIDUALS)	
As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-	
A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and	
B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.	
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.	
Characr Two. of youlanti	
Printed Name and Title of Subrecipient's Authorized Representative	26c, C

Signature of Subrecipient's Authorized Representative

Date

18-19

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

enforcement, or other appropriate agency;

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

employee assistance programs; and

the grant, the employee will:

number(s) of each affected grant;

convicted:

workplace;

workplace;

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

(3) Any available drug counseling, rehabilitation, and

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

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

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

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

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

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

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

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

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

Contract #	
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Subrecipient Audit Certification

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

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

Progr	am:		CFDA Number:
	ecipient Information:		
Org	ganization Name:		
Stre	eet Address:		
City	y, State, Zip Code:		
Ind	ependent Audit Firm:		
Ce	rtification for Fiscal Year Endi	ng (mm/dd/yyyy):	
<u>(Ch</u>	eck appropriate box):		
	funds during at least one fiscal ye not be required to have a Single A Principles, and Audit Requirement	ar that funds are received Audit performed under the I hts for Federal Awards (2 ember 26, 2013 by the E	act to expend \$750,000 or more in federal for the above listed program and thus it will Uniform Administrative Requirements, Cost CFR Chapter I, and Chapter II, Parts 200, xecutive Office of the President, Office of
	Icertify that the Subrecipient shown above expects it will expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.		
	Signature of Subrecipient's Author	orized Representative	Date
	For Washtenaw County Use Only	1	
	Reviewed By:		Date:

ATTACHMENT A- SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE

NARRATIVE DESCRIPTION/ SCOPE OF WORK:

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

PROJECT TIMELINE:

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

Contract #	
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ATTACHMENT B- PROJECT BUDGET

SUMMARY OF TERMS:

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

PROJECT BUDGET:

Ypsilanti Township Community Center Flooring Project DESIGN Budget		
REVENUE SOURCE(S):	TOTAL	
Grant Amounts	***	
CDBG (2019) - allocation	\$6,000.00	
Other Support (In-Kind)		
Status of Funds		
Total Revenues	\$6,000.00	
PROGRAM EXPENSES	TOTAL	
Personnel, Taxes & Fringe Benefits		
Consultant & Contractual Fees	\$6,000.00	
Space & Related Costs		
Printing / Supplies		
Specific Assistance - scholarships		
Audit		
Program Evaluation		
Marketing		
Other – postage, communications		
Other – travel, insurance		
Other – staff development		
Other – construction		
Total Expenditures	\$6,000.00	

Contract #	

ATTACHMENT C- PROPOSAL FROM SPICER GROUP, LLC



September 6, 2019

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

RE: Community Center Flooring Replacement Charter Township of Ypsilanti, Michigan

Letter Agreement for Professional Services

Mr. Hoffmeister:

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

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

Project Background

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

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

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

Scope of Work

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

I. Bidding Documents:

During this phase, we will:

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

II. Bidding:

During the Bidding Phase of the project we will:

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

Additional Services Not Included

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

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

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

September 6, 2019 Page 3 of 3

Fee Schedule

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

Bidding Documents 1.

Standard hourly rates with the total amount not to exceed

\$4.500

Bidding 2.

Standard hourly rates with the total amount not to exceed

\$1,500

Total (not to exceed)

\$6,000

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

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

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

Sincerely, Above proposal accepted and approved by Owner. YPSILANTI CHARTER TOWNSHIP Phil Westmoreland, P.E. By: Senior Project Manager Brenda Stumbo, Supervisor Date: By: Karen Lovejoy Roe, Clerk

Date:

Kevin J Wilks, P.E.

Project Engineer

SPICER GROUP, INC. 125 Helle Blvd, Suite 2 Dundee, MI 48131

Phone: (734) 823-3308 Cell: (616) 550-7837

mailto: kevinw@spicergroup.com

Cc: SGI File 127650PR2019

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

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

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

- 1.2 Ownership of Instruments of Service. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- 1.3 Covenant not to Hire. OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.
- 1.4 Standard of Care. Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.
- 1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.
- 1.6 Reimbursable Expenses mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

- 1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.
- 1.8 Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expertwitness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 1.9 Indemnification. The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

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

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

- 1.10 Severability. Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
- 1.11 Survival. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

- 1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- 1.13 Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

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

- 1.14 Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.
- 1.15 Hazardous Materials. Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

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

- 2.2 Governing Law & Jurisdiction. The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.
- 2.3 Billing and Payment Terms. Payment Due: invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. Interest: If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
- Suspension of Services. If the OWNER fails to make 2.4 payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the PROFESSIONAL to resume performance. Termination of Services: If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. Set-off, Backcharges, Discounts: Payment of invoices shall not be subject to any discounts or set-off's by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either
- 2.5 Collection of Costs. In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.
- 2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

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

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

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

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

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

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

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

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

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

SECTION 3

- 3.1 Client Requested Substitutions. Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.
- 3.2 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.
- 3.3 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.
- 3.4 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

- 3.5 Code Compliance. The PROFESSIONAL shall put forth reasonable professional effort to comply with applicable laws, codes and regulations in effect as of the date of (submission to building authorities). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the PROFESSIONAL to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
- 3.6 **Statutes of Repose and Limitation.** All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.
- 3.7 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.
- 3.8 Construction Observation. The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work. If the OWNER desires more extensive project observation or fulltime project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

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

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

- 3.9 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- 3.10 Right of Entry. OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

These General	Conditions shall b	e attached to and	made part of the	Agreement bet	ween Spicer	Group, Inc.	(PROFESSIO	NAL)
and the Owner	, Dated			_	-	-		ĺ



September 6, 2019

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

RE: Community Center Flooring Replacement Charter Township of Ypsilanti, Michigan

Letter Agreement for Professional Services

Mr. Hoffmeister:

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

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

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- Attend a pre-bid meeting.
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- Answer questions from bidders and suppliers preparing bids.
- Prepare any necessary addenda.
- Open bids with you.
- Research the qualifications and background of the low bidder if you or we are not familiar with them
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September 6, 2019 Page 3 of 3

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Standard hourly rates with the total amount not to exceed

\$4,500

2. Bidding

Standard hourly rates with the total amount not to exceed

\$1,500

Total (not to exceed)

\$6,000

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

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

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

Sincerely,

Phil Westmoreland, P.E.

Senior Project Manager

Kevin J Wilks, P.E.

Project Engineer

SPICER GROUP, INC.

125 Helle Blvd, Suite 2

Dundee, MI 48131 Phone: (734) 823-3308

Cell: (616) 550-7837

mailto: kevinw@spicergroup.com

Ce: SGI File 127650PR2019

Above proposal accepted and approved by Owner.

YPSILANTI CHARTER TOWNSHIP

By: Brenda Stumbo, Supervisor

Date: Sept. 18, 2019

Karen Lovejoy Roe, Clerk/

Date: Scot. 18, 201

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

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

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

- 1.2 Ownership of Instruments of Service. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- 1.3 Covenant not to Hire. OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.
- 1.4 Standard of Care. Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.
- 1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.
- 1.6 Reimbursable Expenses mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

- 1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.
- 1.8 Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expertwitness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 1.9 Indemnification. The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

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

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

- 1.10 Severability. Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
- 1.11 Survival. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

- 1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- 1.13 Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

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

- 1.14 Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.
- 1.15 Hazardous Materials. Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

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

- 2.2 Governing Law & Jurisdiction. The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.
- 2.3 Billing and Payment Terms. Payment Due: invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. Interest: If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
- Suspension of Services. If the OWNER fails to make 2.4 payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the PROFESSIONAL to resume performance. Termination of Services: If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. Set-off, Backcharges, Discounts: Payment of invoices shall not be subject to any discounts or set-off's by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
- 2.5 Collection of Costs. In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.
- 2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

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

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

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

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

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

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

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

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

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

SECTION 3

- 3.1 Client Requested Substitutions. Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.
- 3.2 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.
- 3.3 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.
- 3.4 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

- 3.5 Code Compliance. The PROFESSIONAL shall put forth reasonable professional effort to comply with applicable laws, codes and regulations in effect as of the date of (submission to building authorities). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the PROFESSIONAL to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
- 3.6 Statutes of Repose and Limitation. All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.
- 3.7 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.
- 3.8 Construction Observation. The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work. If the OWNER desires more extensive project observation or fulltime project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

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

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

- 3.9 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- 3.10 Right of Entry. OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

These General Conditions shall be attached to a	nd made part of the	Agreement betwee	n Spicer Grou	p, Inc. (PROFESS)	(ONAL)
and the Owner, Dated	•				

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COUNTY OF WASHTENAW, MICHIGAN

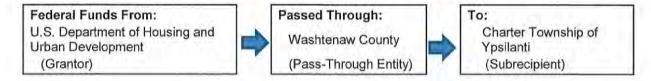
Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this 7th day of August, 2019, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, the Charter Township of Ypsilanti, located at 7200 S. Huron River Drive, Ypsilanti, MI 48197, (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) Program as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I - REQUIRED DATA ELEMENTS

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

Subrecipient Name (must match registered name in DUNS)	Charter Township of Ypsilanti
Subrecipient DUNS Number	781488648
Federal Award Identification Number (FAIN)	\$158,667.25 - B-17-UC-26-006 \$75,032.75 - B-19-UC-26-006
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	2017 - October 19, 2017 2019 - July 23, 2019
Subaward Period of Performance (start and end date)	8/7/2019 - 8/7/2020
Amount of Federal Funds Obligated by this Agreement	\$233,700.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$233,700.00

Total Amount of the Federal Award	2017 – \$1,846,861.00 2019 - \$2,123,502.00
Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	This contract includes support of eligible costs of construction and construction oversight (CE) for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive in the Charter Township of Ypsilanti.
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14 218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	Not applicable

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

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

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

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

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ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Washtenaw Urban County 2017 & 2019 CDBG funds for the eligible costs of construction and construction oversight for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive in the Charter Township of Ypsilanti. Design includes a bus bay (pull out) at the northeast corner of Schooner Cove Boulevard and S. Huron River Drive, improvements to existing storm water management system and adjacent asphalt pathway, and addition of a pedestrian crosswalk to access the bus stop from the south side of Huron River Drive. The contract will be paid for with 2017 and 2019 Urban County CDBG funding, *not to exceed Two Hundred Thirty Three Thousand Seven Hundred Dollars and Zero Cents* (\$233,700.00), in accordance with the budget in Attachment B.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

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

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

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,

2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

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

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

ARTICLE IV - REPORTING OF SUBRECIPIENT

- <u>Section 1</u> The Subrecipient is to report to the CDBG Management Analyst, and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- Section 2 The Subrecipient shall submit financial reports as requested to the OCED **Fiscal Assistant**. The Subrecipient shall submit programmatic reports as requested to CDBG Management Analyst.
- Section 3 All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in

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the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

- <u>Section 4</u> The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.
- Section 5 The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.
- <u>Section 6</u> All reports made in connection with these services are subject to review and final approval by the County Administrator.
- <u>Section 7</u> The County may review and inspect the Subrecipient's activities during the term of this agreement.
- <u>Section 8</u> When applicable, the Subrecipient will submit a final, written report to the County Administrator.
- <u>Section 9</u> After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.
- <u>Section 10</u> The Subrecipient and/or subcontractors shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.
- <u>Section 11</u> The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.
- <u>Section 12</u> The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This agreement begins on *August 7, 2019* and ends on *August 7, 2020*, *with an option to extend an additional 3 months*. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

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

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

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

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

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

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

ARTICLE VII - SUSPENSION OF FUNDING

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

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

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

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

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ARTICLE VIII- PERSONNEL

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

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

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

ARTICLE IX-INDEPENDENT CONTRACTOR

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

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

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

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the subrecipient (Ypsilanti Township).

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ARTICLE XI- INSURANCE REQUIREMENTS

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

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

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

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

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

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

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

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ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

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

ARTICLE XIV - CONTINGENT FEES

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

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$13.22 per hour with benefits or \$14.75 per hour without benefits. Agreementor agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the

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living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2019 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

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

ARTICLE XVIII - TERMINATION OF AGREEMENT

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

ARTICLE XIX - EQUAL ACCESS

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

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XXI - PAYROLL TAXES

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

ARTICLE XXII - PRACTICE AND ETHICS

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

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ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

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

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

ARTICLE XXIV - CHOICE OF LAW AND FORUM

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

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

ARTICLE XXV - EXTENT OF AGREEMENT

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

ARTICLE XXVI - PRIVITY / THIRD PARTIES

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

ARTICLE XXVII - SEVERABILITY

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

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ARTICLE XXVIII - NOTICES

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

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

ATTESTED TO:	WASHTENAW COUNTY (Pass-Through Entity)
Ву:	Ву:
Lawrence Kestenbaum (DATE) County Clerk/Register	Gregory Dill (DATE) County Administrator
APPROVED AS TO CONTENT:	Charter Township of Ypsilanti (Subrecipient)
By:	BY: Drug Otume
Teresa Gillotti (DATE) Director	Brenda Stumbo (DATE) Township Supervisor (4-19) By:
	Karen Lovejoy Roe (DATE) Township Clerk
APPROVED AS TO FORM:	
By:	

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OMB Approval No. 0348-0042

STANDARD ASSURANCES - CONSTRUCTION PROGRAMS

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

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

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 8794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

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

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

Signature of Subrecipient's Authorized Representative

Name of Subrecipient Organization

Title of Subrecipient's Authorized Representative

Date Submitted

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

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

1. LOBBYING

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

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

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;

Check [] if there are workplaces on file that are not dentified here.
DRUG-FREE WORKPLACE GRANTEES WHO ARE INDIVIDUALS)
As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 35.605 and 85.610-
A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.
Name of Subrecipient Organization
Printed Name and Title of Subrecipient's Authorized

Signature of Subrecipient's Authorized Representative

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of

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

(3) Any available drug counseling, rehabilitation, and

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

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

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

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

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

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

enforcement, or other appropriate agency;

paragraphs (a), (b), (c), (d), (e), and (f).

connection with the specific grant:

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

employee assistance programs; and

the grant, the employee will:

number(s) of each affected grant;

convicted:

workplace;

Date

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Subrecipient Audit Certification

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

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

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Org	ganization Name:	<u> </u>	
Str	eet Address:		
City	y, State, Zip Code:		
ind	ependent Audit Firm:		
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	Signature of Subrecipier	nt's Authorized Representative	Date
	For Washtenaw County	Use Only	And the last of th
	Reviewed By:		Date:

ATTACHMENT A- SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE

NARRATIVE DESCRIPTION/ SCOPE OF WORK:

WASHTENAW COUNTY will contract with the **TOWNSHIP** for the eligible costs of construction and construction oversight for a bus stop enhancement project at Schooner Cove and S. Huron River Drive in the Charter Township of Ypsilanti. These activities will be paid for with 2017 and 2019 CDBG funding in accordance with the budget in Attachment B.

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

SCHOONER COVE BUS STOP IMPROVEMENTS

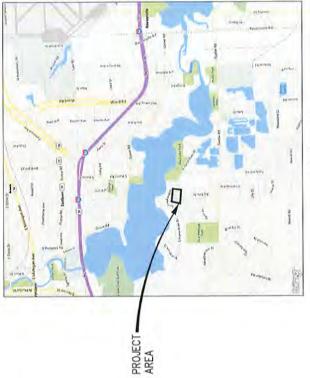
CHARTER TOWNSHIP OF YPSILANTI WASHTENAW COUNTY, MICHIGAN





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LOCATION MAP

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TOWNSHIP BOARD MEMBERS

BRENDA STUMBO SUPERVISOR

KAREN LOVEJOY ROE

LARRY DOE TREASURER

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

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3400 Pyroum Red | Useria, st. 4810 p. (134) 502-671 | 1 (134) 502-6427

MATTHEW D. PARKS

1 OF 10 PROJECT NO. 0098-18-0040

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MICH CON ATTN: LAURE FORRESTER PHONE: (313) 389-7281

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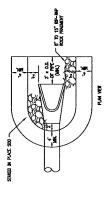
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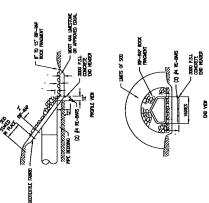
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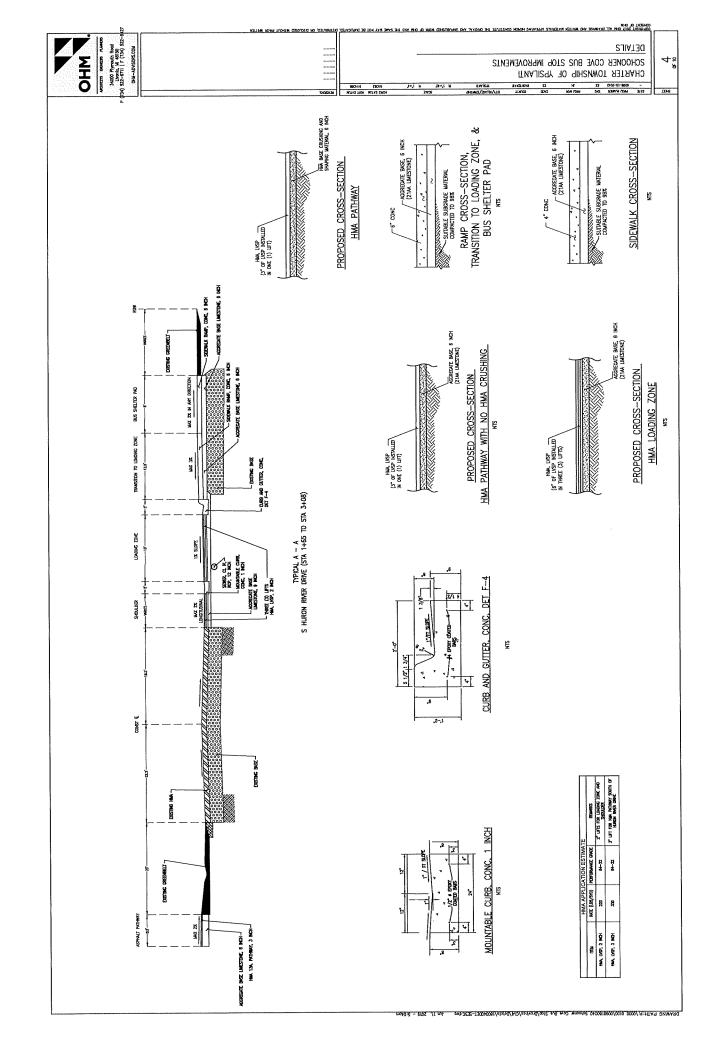
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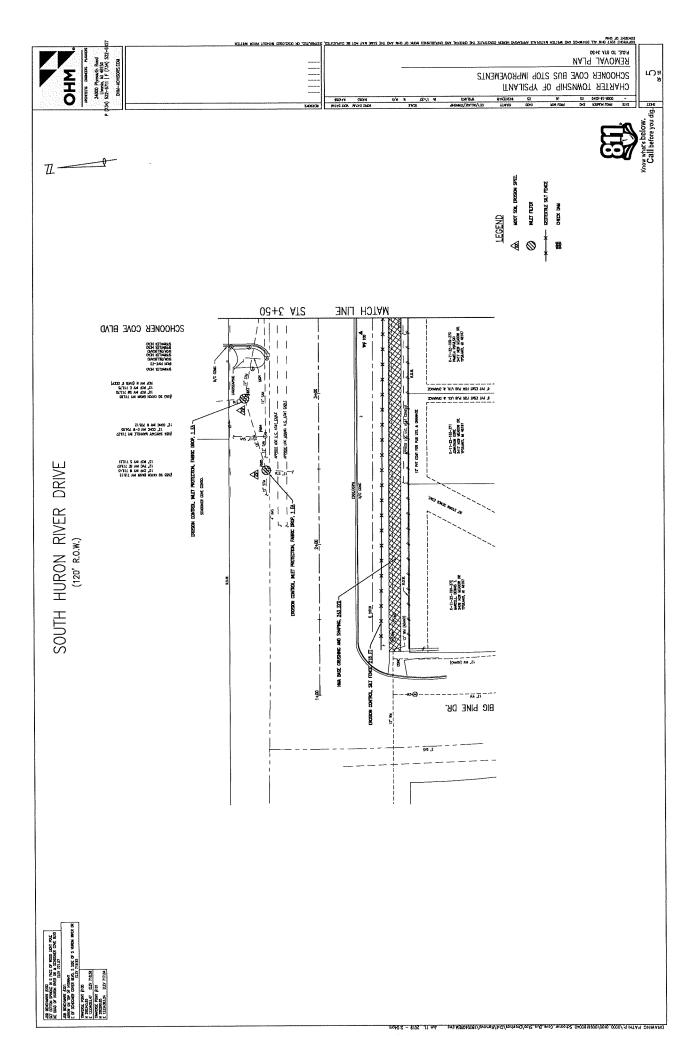


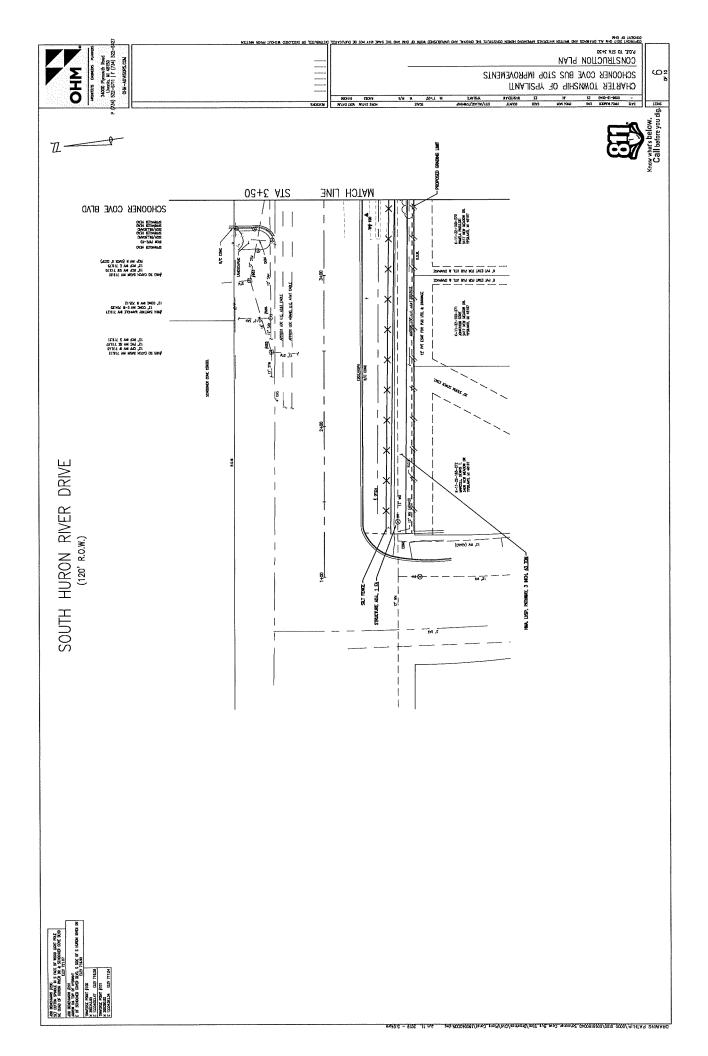


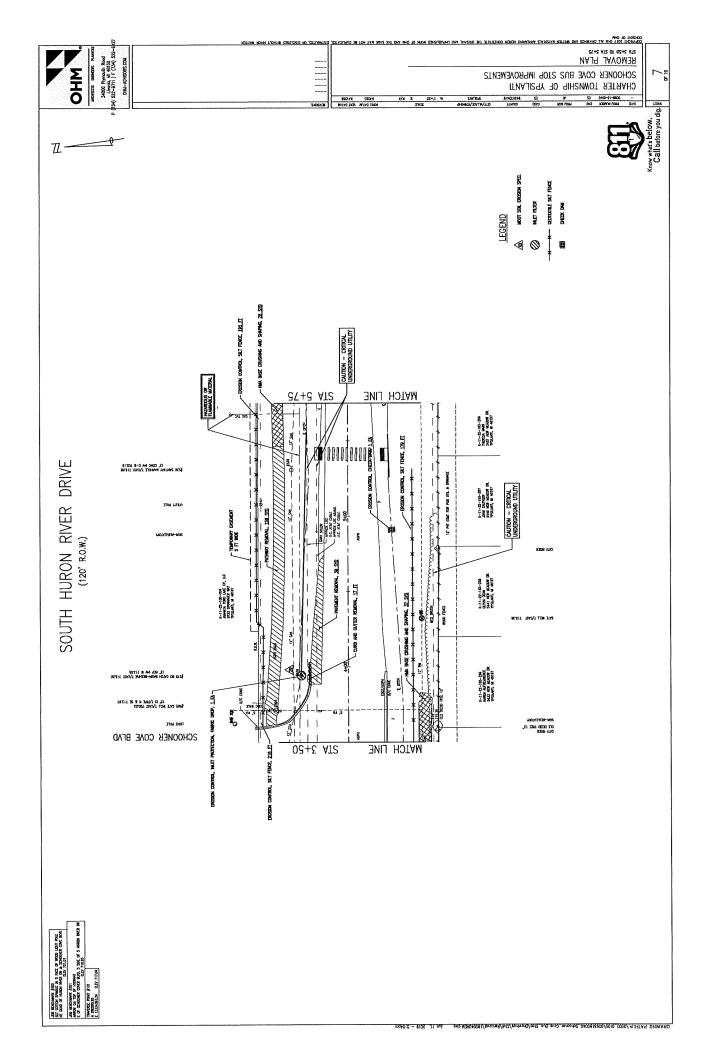
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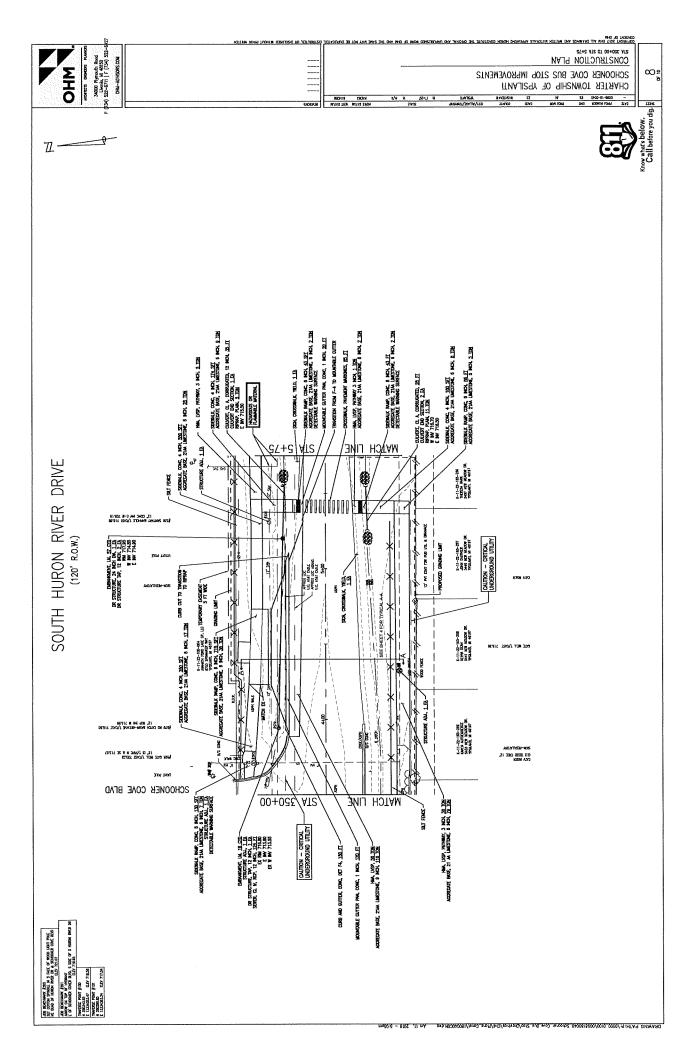
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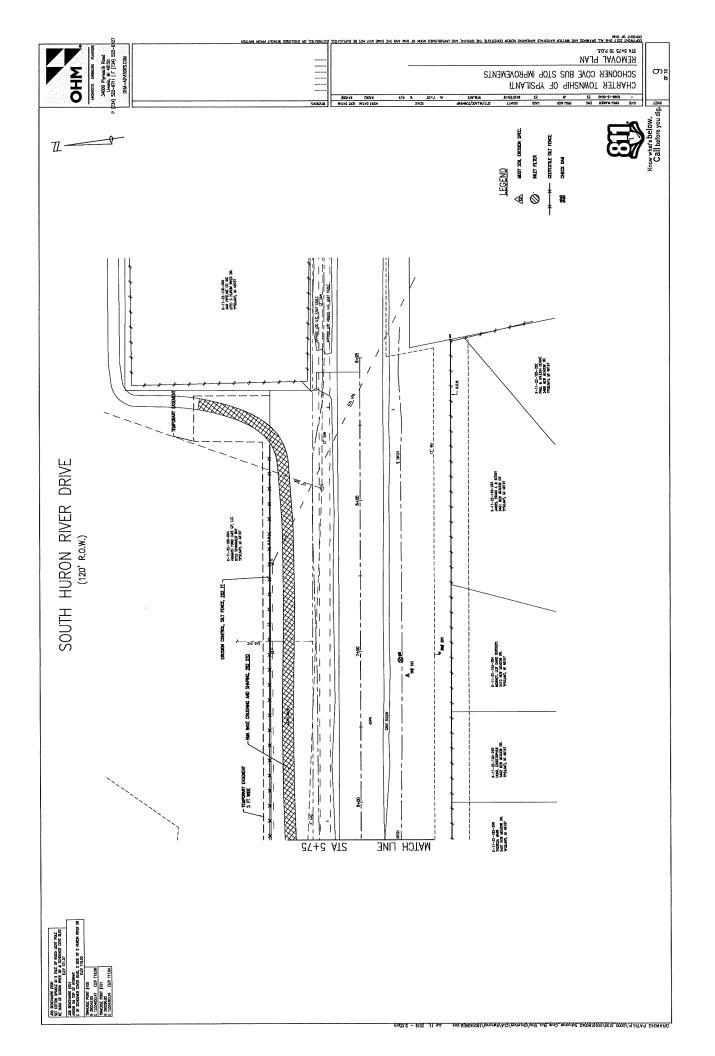


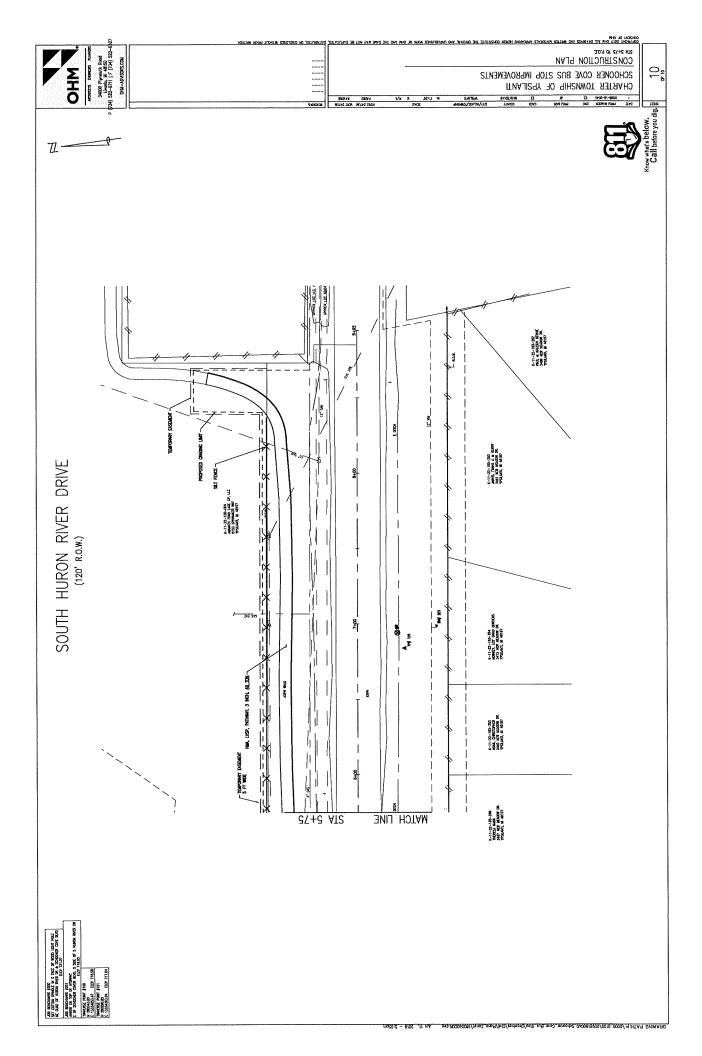


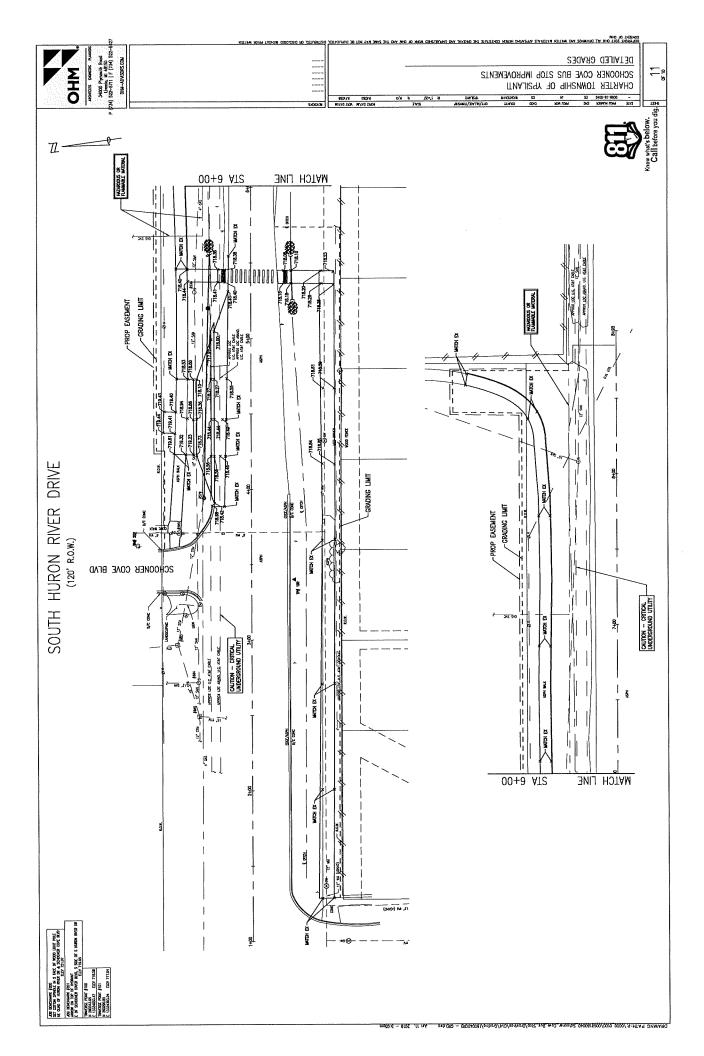


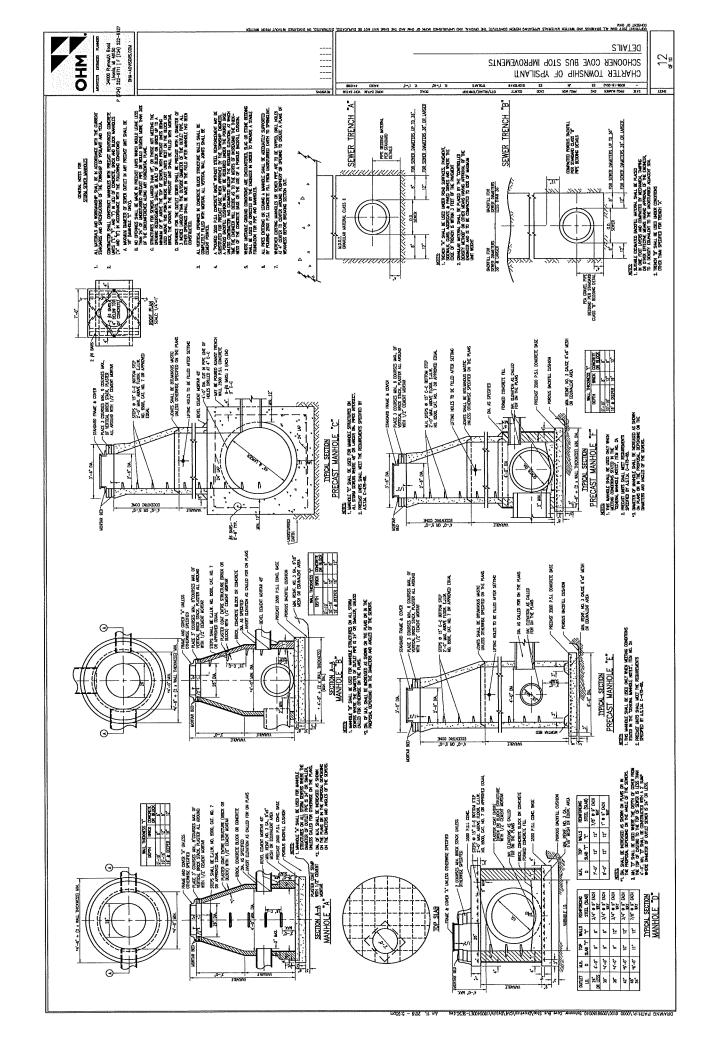


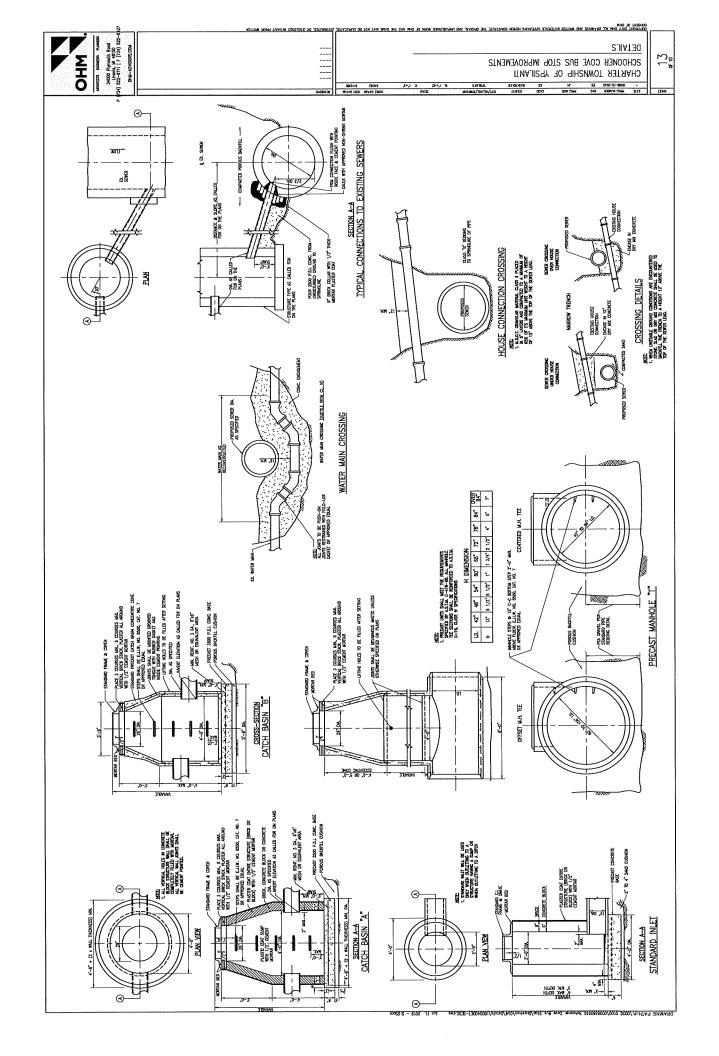




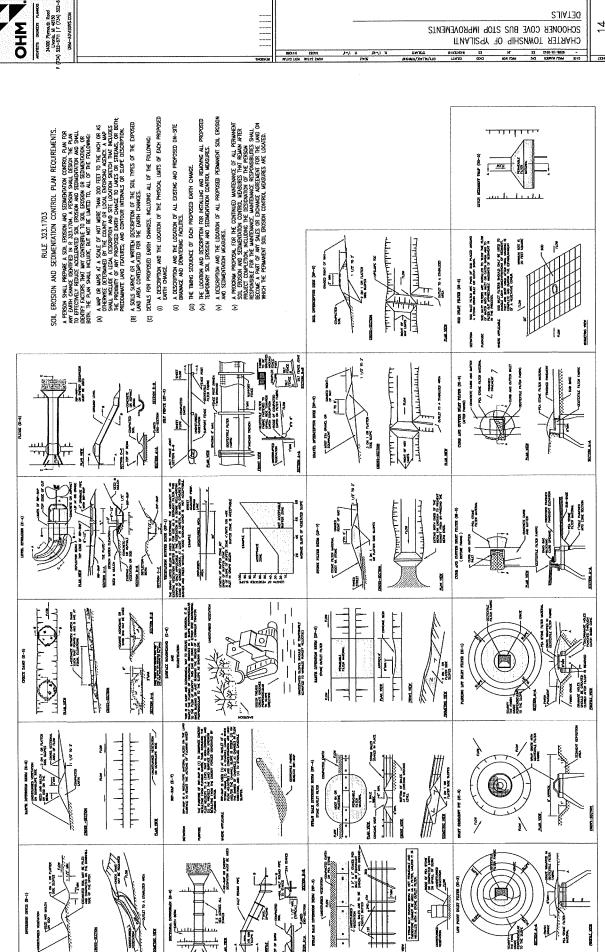








SCHOONER COVE BUS STOP IMPROVEMENTS CHARTER TOWNSHIP OF YPSILANTI



Contract #

PROJECT TIMELINE:

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

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

Contract #	
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ATTACHMENT B- PROJECT BUDGET

SUMMARY OF TERMS:

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

PROJECT BUDGET:

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

Contract #	

ATTACHMENT C- REQUEST FOR PROPOSALS BID BOOK

Contract #	

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



Project Number: Project Title: Schooner Cove Bus Stop 0098-18-0040

Bid Opening Time: Bid Opening Date: September 4, 2019 2:00 pm

Charter Township of Ypsilanti, 7200 S. Huron Drive, Ypsilanti Township, **Bid Opening Location:**

Michigan 48197

BID SHEET

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

Tabulation of Bids Received on 9/4/2019 Schooner Cove Bus Stop

Charter Township of Ypsilanti, Washtenaw County, State of Michigan OHM Job No.: 0098-18-0041

Gibraltar Construction Compai 2650 Van Horn Road Trenton, MI 48186

Phone: (734) 234-8005

Item <u>No.</u>	Description	Estimated Quantity	Unit Price	Amount
45	CATEGORY 1 - Overall Project	4.4.00.104	00.750.00	00 750 00
1)	Mobilization, Max 5%	1 LSUM	\$6,750.00	\$6,750.00
2)	Audio/Visual Route Survey	1 LSUM	\$1,500.00	\$1,500.00
3)	Traffic Maintenance and Control	1 LSUM	\$3,000.00	\$3,000.00
4)	Permit Allowance	1 LSUM	\$6,000.00	\$6,000.00
5)	Minor Traf Devices	1 LSUM	\$5,300.00	\$5,300.00
	SUBTOTAL Category 1 (ITEMS 1-5 incl.):			\$22,550.00
	CATEGORY 2 - Project Removal/SESC			
6)	Curb and Gutter, Rem	17 Ft	\$53.00	\$901.00
7)	Pavt, Rem	54 Syd	\$59.00	\$3,186.00
8)	Pathway, Rem	156 Syd	\$8.00	\$1,248.00
9)	Subgrade Undercutting, Type II	50 Cyd	\$75.00	\$3,750.00
10)	Erosion Control, Inlet Protection, Fabric Drop	3 Ea	\$200.00	\$600.00
11)	Erosion Control, Silt Fence	712 Ft	\$6.00	\$4,272.00
12)	Erosion Control, Check Dam	1 Ea	\$350.00	\$350.00
13)	HMA Base Crushing and Shaping	588 Syd	\$13.00	\$7,644.00
	SUBTOTAL Category 2 (ITEMS 6-13 incl.):		:	\$21,951.00
	CATEGORY 3 - Project Construction			
14)	Structure Adj.	5.00 Ea	\$565.00	\$2,825.00
15)	Embankment, LM	73.00 Cyd	\$49.00	\$3,577.00
16)	Station Grading	10.50 Sta	\$2,000.00	\$21,000.00
17)	Maintenance Aggregate	35.00 Ton	\$38.00	\$1,330.00
18)	Aggregate Base, 21AA Limestone, 6 inch	183.00 Ton	\$49.80	\$9,113.40
19)	Aggregate Base, 21AA Limestone, 10 inch	129.00 Ton	\$49.80	\$6,424.20
20)	Storm Structure, Reconstruction	3.00 Ft	\$380.00	\$1,140.00
	Trench Undercut and Backfill		\$75.00	\$11,250.00
21)		150,00 Cyd	•	•
22)	Dr Structure, 24 inch dia	1.00 Ea	\$1,800.00	\$1,800.00
23)	Dr Structure, Tap, 12 inch	1.00 Ea	\$500.00	\$500.00
24)	Sewer, CI IV, RCP, 12 inch	124.00 Ft	\$70.00	\$8,680.00
25)	Culvert, Cl A, Corrugated, 12 inch	63.00 Ft	\$61.00	\$3,843.00
26)	Culvert End Section	3.00 Ea	\$300.00	\$900.00
27)	Hand Patching	10.00 Ton	\$475.00	\$4,750.00
28)	HMA, 4E1 Base, 2 inch	19.00 Ton	\$280.00	\$5,320.00
29)	HMA, 5E1 Wear, 2 inch	19.00 Ton	\$280.00	\$5,320.00
30)	HMA, LVSP, Pathway, 3 inch	34.00 Ton	\$245.00	\$8,330.00
31)	HMA, 4E1 Level, 2 inch	19.00 Ton	\$280.00	\$5,320.00
32)	Curb and Gutter, Conc, Det F4	150.00 Ft	\$44.00	\$6,600.00
33)	Mountable Curb, Conc, 1 inch	140.00 Ft	\$41.00	\$5,740.00
34)	Sidewalk Ramp, Conc, 6 inch	1017.00 Sft	\$10.00	\$10,170.00
35)	Sidewalk, Conc, 4 inch	1060.00 Sft	\$7.00	\$7,420.00
36)	Sign, Crosswalk, Yield	2.00 Ea	\$325.00	\$650.00
37)	Pedestrian Ahead, Yellow Green, Permanent Sign, 6	2.00 Ea	\$350.00	\$700.00
38)	Pavt Mrkg, Polyurea, 12 inch, White	85.00 Ft	\$28.00	\$2,380.00
39)	Riprap, Plain	16.00 Ton	\$150.00	\$2,400.00
40)	Slope Restoration	223.00 Syd	\$24.00	\$5,352.00
	SUBTOTAL Category 3 (ITEMS 14-40 incl.):			\$142,834.60
		Subtotal (Category 1:	\$22,500.00
			Category 1:	\$21,951.00
			Category 3:	\$142,834.60
		Oublotal	catogory o.	Ψ172,007.00
	TOTAL BID AMOUNT:			\$187,335.60



September 10, 2019

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

RE:

Schooner Cove Bus Stop

Proposal for Construction Services

Dear Ms. Stumbo:

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

PROJECT UNDERSTANDING

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

SCOPE

Task 1 - Construction Layout

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

Task 2 - Construction Observation

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

Task 3 - Construction Engineering

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

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



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

Task 4 - Contract Administration

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

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

Task 5 - Materials Testing

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

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

FEE SCHEDULE

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

TOTAL	The state of the s	\$27,700.00 (Hourly - Not to Exceed)
T-511	Task 5 - G2 Material Testing Services	\$ 6,000.00
	Task 4 – Contract Administration	\$ 1,700.00
	Task 3 – Construction Engineering	\$ 2,500.00
	Task 2 – Construction Observation	\$13,000.00
CE Services	Task 1 – Construction Layout	\$ 4,500.00

DELIVERABLES

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

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

Charter Township of Ypsilanti September 10, 2019 Page 3 of 3



OHM ADVISORS CONSULTANT		Charter Township of Ypsilanti CLIENT
	(Signature)	Duna Stumbo
Matthew D. Parks, P.E.	(Name)	Ms. Brenda Stumbo
Principal in Charge	(Title)	Township Supervisor
	(Date)	Sapt. 18, 2019
	(Signature)	Kagngap
	(Name)	Ms. Karen Lovejoy Roe
	(Title)	Township Clerk
	(Date)	Sept. 18, 2019

$\cap V$	1403
\cup_{V}	1403

CONTRACT Ypsilanti Charter Township

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

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

ARTICLE I - SCOPE OF SERVICES

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

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

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

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

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

ARTICLE II - COMPENSATION

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

ARTICLE III - TERM

This contract is for a one year term beginning September 1st, 2019

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE V - EQUAL ACCESS

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

ARTICLE VI - ASSIGNS AND SUCCESSORS

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

ARTICLE VII - TERMINATION OF CONTRACT

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

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE IX - CHOICE OF LAW AND FORUM

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

ARTICLE X - EXTENT OF CONTRACT

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

ARTICLE XI - ELECTRONIC SIGNATURES

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

....

ATTESTED TO:	VVA	ASHTENAW COUNTY
By:		Ву:
Lawrence Kestenbaum County Clerk/Register	(DATE)	Gregory Dill (DATE) County Administrator
APPROVED AS TO FORM:		YPSILANTI CHARTER TOWNSHIP
By:		By: Orea of Stunes
Curtis N. Hedger (DATE) Office of Corporation Counsel		Brenda L. Stumbo (DATE) SCP+, 18, 20
		Karen Lovepy Roc Sept. 18,2

CHARTER TOWNSHIP OF YPSILANTI 2019 BUDGET AMENDMENT #14

September 17, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND	Total Increase	\$298,635.00

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

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$6,516.00
		Net Revenues	\$6,516.00
Expenditures:	Salary - Temporary/Seasonal	101-215-000-707.000	\$6,303.00
	FICA	101-215-000-715.000	\$95.00
	Deferred Compensation	101-215-000-723.000	\$118.00
		Net Expenditures	\$6 516 00

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

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

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

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

CHARTER TOWNSHIP OF YPSILANTI 2019 BUDGET AMENDMENT #14

September 17, 2019

101 - GENERAL OPERATIONS FUND - CONTINUED FROM PAGE 1

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

Revenues: Community Dev Block Grant 101-000-000-522.000 \$206,000.00

Net Revenues \$206,000.00

Expenditures: CDBG Project - Capital Outlay 101-970-000-974.100 \$206,000.00

Net Expenditures \$206,000.00

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

Revenues: Community Dev Block Grant 101-000-000-522.000 \$27,700.00

Net Revenues \$27,700.00

Expenditures: CDBG Project - Capital Outlay 101-970-000-974.100 \$27,700.00

Net Expenditures \$27,700.00

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)

Total Increase

\$6,000.00

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

Revenues: Community Dev Block Grant 212-000-000-531.000 \$6,000.00

Net Revenues \$6,000.00

Expenditures: Capital Outlay - Community Center 212-970-000-976.008 \$6,000.00

Net Expenditures \$6,000.00

CHARTER TOWNSHIP OF YPSILANTI 2019 BUDGET AMENDMENT #14

September 17, 2019

230 - RECREATION	N FUND		Total Increase	\$10,123.00
Request to increa Fund Balance.	se budget for the PTO retirement payou	t. This will be funded by an Appropriat	ion of Prior Year	
Revenues:	Prior Year Fund Balance	230-000-000-699.000	\$9,404.00	
		Net Revenues	\$9,404.00	
Expenditures:	Salaries Pay out PTO & Sick	230-751-000-708.004	\$9,404.00	
	FICA	230-751-000-715.000	\$719.00	
		Net Expenditures _	\$10,123.00	
236 - 14B DISTRIC	T COURT FUND		Total Increase	\$909.00
Request to increa Year Fund Balanc	se budget for the payout of PTO time at	75% . This will be funded by an Appro	priation of Prior	
Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$909.00	
		Net Revenues	\$909.00	
Expenditures:	Salaries Pay out PTO & Sick	236-136-000-708.004	\$844.00	
	FICA	236-136-000-715.000	\$65.00	
		Net Expenditures _	\$909.00	
			-	
590 - COMPOST F	UND		Total Increase	\$218,051.00
	se budget for the purchase of a 2020 CA an Appropriation of Prior Year Fund Bal		n Caterpillar. This	
Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$218,051.00	
		Net Revenues	\$218,051.00	
Expenditures:	Equipment	590-590-000-977.000	\$218,051.00	

Net Expenditures \$218,051.00

Motion to Amend the 2019 Budget (#14)

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

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

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

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

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

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

OCTOBER 1, 2019 BOARD MEETING

GRAND TOTAL -	\$	1,113,854.64
CREDIT CARDS PURCHASES -	\$	0.00
HAND CHECKS -	\$	520,560.91
ACCOUNTS PAYABLE CHECKS	- \$	593,293.73

09/24/2019 04:15 PM User: mharris

Total of 26 Disbursements:

DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/1

520,560.91

CHECK NUMBERS 183284 - 183310

Check Vendor Name Amount Check Date Bank AP AP 675.00 09/03/2019 183284 PARKWAY SERVICES, INC. 45.00 LAWRENCE HENDRICKS 183285 09/11/2019 30.00 09/11/2019 183286 LAWRENCE HENDRICKS 151.85 09/12/2019 183288 COMCAST CABLE 106.85 COMCAST CABLE 09/12/2019 183289 COMCAST CABLE 106.85 09/12/2019 183290 106.85 COMCAST CABLE 09/12/2019 183291 183292 COMCAST CABLE 141.85 09/12/2019 COMCAST CABLE 6,450.52 183293 09/12/2019 15,934.90 183294 DTE ENERGY 09/12/2019 1,722.93 GRANITE TELECOMMUNICATIONS 09/12/2019 183295 183296 WASTE MANAGEMENT 44,830.07 09/12/2019 31,414.16 183297 WASTE MANAGEMENT 09/12/2019 118,979.81 WASTE MANAGEMENT 09/12/2019 183298 1,064.78 09/12/2019 183299 WASTE MANAGEMENT WASTE MANAGEMENT 879.26 09/12/2019 183300 247.18 WASTE MANAGEMENT 09/12/2019 183301 221,344.13 09/16/2019 183302 BEST ASPHALT COMCAST CABLE 134.56 09/16/2019 183303 234.85 09/16/2019 183304 588.90 WASTE MANAGEMENT 09/16/2019 183305 1,473.44 09/16/2019 183306 WEX BANK 09/16/2019 183307 YPSILANTI COMMUNITY 2,703.02 COMCAST CABLE 126.38 183308 09/18/2019 818.62 09/18/2019 183309 CONSTELLATION NEW ENERGY 70,249.15 09/18/2019 183310 DTE ENERGY** AP TOTALS: 520,560.91 Total of 26 Checks: 0.00 Less 0 Void Checks:

09/24/2019 04:08 PM CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/2
User: mharris CHECK NUMBERS 183311 - 183390

DB: Ypsilanti-Twp

Check Date	Check	Vendor Name A TD	Amount
Bank AP AP	3173371	The state of the s	, interest
bank AF AF			
10/01/2019	183311	AARON SIEGFRIED	150.00
10/01/2019	183312	ABDULRAHMAN AGLAN	60.00
0/01/2019	183313	AMAZON CAPITAL SERVICES	915.34 347.08
0/01/2019	183314 183315	ANN ARBOR CLEANING SUPPLY ANN ARBOR WELDING SUPPLY CO	405.80
0/01/2019 0/01/2019	183316	ANNETTE GONTARSKI	8.29
0/01/2019	183317	ANTHONY SCOTT	15.00
0/01/2019	183318	ASSOCIATED FENCE	1,495.00
0/01/2019	183319	AUTO VALUE YPSILANTI	110.24
0/01/2019	183320	BANDIT INDUSTRIES	224.91
0/01/2019	183321	BENJAMIN DEMOND	60.00
0/01/2019	183322	CARLISLE/WORTMAN ASSOCIATES	12,297.50
0/01/2019	183323	CASSANDRA KELLY	30.00
0/01/2019	183324 183325	CGS, INC. CHARLOTTE WILSON	900.00 145.62
0/01/2019 0/01/2019	183326	CHELSEA TIDERINGTON	849.75
0/01/2019	183327	CIVICPLUS LLC	8,949.51
0/01/2019	183328	CRYSTAL FLASH, INC.	3,062.11
0/01/2019	183329	DAILEY ELECTRIC	52.00
0/01/2019	183330	DAWN FARM	87.50
/01/2019	183331	EMERGENT HEALTH PARTNERS	6,447.35
0/01/2019	183332	FEDERAL EXPRESS CORPORATION	96.41
0/01/2019	183333	FERGUSON ENTERPRISES, INC.	302.56
0/01/2019	183334	GOVERNMENTAL CONSULTANT SERVICES	3,023.50
0/01/2019	183335	GRAINGER	475.28 93.00
0/01/2019	183336 183337	GRIFFIN PEST SOLUTIONS HERITAGE-CRYSTAL CLEAN, LLC	155.86
0/01/2019 0/01/2019	183337	HOME DEPOT	1,128.64
0/01/2019	183339	JACKSON-HIRSCH	65.74
0/01/2019	183340	LANGUAGE LINE SERVICES	57.16
0/01/2019	183341	LAWRENCE HENDRICKS	40.00
0/01/2019	183342	LENELLE COVES	35.00
0/01/2019	183343	LISA STANFIELD	118.41
0/01/2019	183344	LOOKING GOOD LAWNS	9,803.00
0/01/2019	183345	LOWE'S	44.77
0/01/2019	183346	LOWER HURON SUPPLY	136.25 1,058.70
0/01/2019	183347 183348	MAIL FINANCE	1,750.00
0/01/2019 0/01/2019	183349	MARK HAMILTON MENARDS, INC.	133.08
0/01/2019	183350	MICHIGAN LINEN SERVICE, INC.	1,180.51
0/01/2019	183351	MICHIGAN URGENT CARE ANN ARBOR	90.00
0/01/2019	183352	MOHAMMED ABD ELSAYED	90.00
0/01/2019	183353	OFFICE DEPOT	349.08
0/01/2019	183354	OFFICE EXPRESS	351.63
0/01/2019	183355	ORCHARD, HILTZ & MCCLIMENT INC	2,581.00
0/01/2019	183356	PARKWAY SERVICES, INC.	405.00
0/01/2019	183357	PEPSI BEVERAGES COMPANY	358.99 3,196.40
0/01/2019	183358 183359	PLUNKETT COONEY PRIORITY ONE EMERGENCY	977.43
0/01/2019 0/01/2019	183360	RAND ROBINSON	30.00
0/01/2019	183361	RANDAZZO MECHANICAL	95.00
0/01/2019	183362	RAPID ROOFING	100.00
0/01/2019	183363	RHETT REYES	540.00
0/01/2019	183364	ROBERT THOMASON	30.00
0/01/2019	183365	SAM'S CLUB DIRECT	373.77
0/01/2019	183366	SHRADER TIRE & OIL	129.80
0/01/2019	183367	SITEONE LANDSCAPE SUPPLY, LLC	567.48
0/01/2019	183368	SPARTAN DISTRIBUTORS	355.35 270.00
0/01/2019 0/01/2019	183369 183370	STANDARD PRINTING STANTEC	5,545.81
0/01/2019	183371	TERMINIX PROCESSING CENTER	56.00
0/01/2019	183372	TETRA TECH, INC	14,443.24
0/01/2019	183373	THOMSON REUTERS - WEST PAYMENT CTR	431.00
0/01/2019	183374	TODD BARBER	3,850.00
0/01/2019	183375	TRANSUNION RISK & ALTERNATIVE	75.00
0/01/2019	183376	U.S. BANK, N.A.	24,840.00
0/01/2019	183377	UNIFIRST CORPORATION	111.33
0/01/2019	183378	UNIVERSITY TRANSLATORS	408.90
0/01/2019	183379	VANTAGE APPAREL VERIZON CONNECT NWE INC	386.90 758.00
0/01/2019	183380 183381	VERIZON CONNECT NWF, INC. VICTORY LANE	75.66
0/01/2019 0/01/2019	183382	W.J. O'NEIL COMPANY	2,774.00
0/01/2019	183383	WASHTENAW COUNTY	390.00
0/01/2019	183384	WASHTENAW COUNTY LEGAL NEWS	360.00
0/01/2019	183385	WASHTENAW COUNTY SHERIFF'S OFFICE	279.00
0/01/2019	183386	WASHTENAW COUNTY TREASURER#	468,562.50
0/01/2010	183387	YPSILANTI ACE HARDWARE	171.71
.0/01/2019 .0/01/2019	183388	YPSILANTI COMMUNITY	1,365.01

09/24/2019 04:08 PM CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
User: mharris CHECK NUMBERS 183311 - 183390
DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Amount
10/01/2019 10/01/2019	183389 183390	YSHELU JOHNSON ZOLL MEDICAL CORPORATION	93.75 1,114.12
AP TOTALS:			
Total of 80 Che			593,293.73 0.00
Less 0 Void Che			

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

NEW BUSINESS

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:

Karen Lovejoy Roe, Clerk

From:

Larry Doe, Treasurer

Date:

September 23, 2019

Subject: Class C Liquor License for Big Boy Located at 2800 Washtenaw

The Charter Township of Ypsilanti Liquor Commission approves of rescinding the Class C Liquor License granted to Herdotol and Nathalie Savvides and approves granting a Class C Liquor License for Andy and Chris Inc. for the Big Boy Restaurant located at 2800 Washtenaw.

Should you have any questions, please contact my office.

Irs

CC:

Stan Eldridge, Trustee

Jummie Wilson, Jr., Trustee

Files

CHARTER TOWNSHIP OF YPSILANTI WASHTENAW COUNTY, MICHIGAN

LIQUOR LICENSE APPLICATION AND QUESTIONNAIRE

The Township Board of Ypsilanti is responsible to the residents of the township. Therefore, liquor licenses will be granted when it is in the best interest of the citizens of the township to do so. Those applications which indicate substantial benefit to the residents of the township will receive the highest consideration. The following criteria will be used to determine the most eligible applicants.

1.	Location of business should be easily accessible and adjacent to populated areas of
	the township.

2. Located on or adjacent to, major	or traffic arteries
-------------------------------------	---------------------

4. Number of jobs	to	be	created	1.
-------------------	----	----	---------	----

1. Applicant	(s) *Names	Herodotos A Savuides
Address	Business	Nothalie T. Savvides 2800 Washtenaw, Upsilanti, mi 4819
	Home	1834 Collegewood, Upsilante, MI 48197
	Phone	(734) 945-0164 (734) 487-7092.

Questions regarding this document should be directed to the Township Clerk.

^{3.} Size and patron capacity of facility.

^{*}If Corporation provide names and home addresses of executives on separate sheet. IF BUSINESS IS PRESENTLY IN OPERATION COMPLETE QUESTION 2 AND 3. IF BUSINESS IS NOT IN OPERATION, GO TO QUESTION 4

Ypsilanti Township Liquor License and Application

2.	A.	Name and address of business for which license is intended:
		Andy and Chan Inc.
		2800 Washtenaw
		Ypsilanti, mI 48197.
	В.	The business has been in operation for 30 years.
		Capacity of business for that time period?
		Restaurant - Eating Establishment.
	C.	Primary purpose of business? Restaurant
	O.	
	D.	Have you ever been granted a Michigan or other state liquor license?
		If yes, explain: Yes Tower Inn Cafe
	E.	If license is granted, will the business stay in the same location?
	F.	What is the present patron capacity? 170 people
	G.	What is the square footage of the building? 4,500 Sq. FT
	H.	How many employees on existing staff? 35-40
	I.	Hours of Operations? 7 am - 11 pm. Cafter liquor license; 7 am - 2 an
		after liquor license; 7°am - 2°an

Ypsilanti Township Liquor License and Application

3.	If license	request is granted, will ally of the following occur, if not go to "4"	
	A.	Renovations to building? If yes, explain: Complete Mechanical	Remode
		& complete renovation of interior ext	e wiok mpkovem
	В.	Estimated costs of renovations? \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
	C.	Will patron capacity increase? If yes, to how many? Ves. Close to	200
	D.	Will number of employees be increased? 1es 65	
		If so, by how many? 25 - 3 0	
4.	If the busi	iness for which the liquor license does not presently exist, complete the following ϕ	
	A.	Location of proposed site?	
	В.	Size of facility to be erected?	
	C.	Estimated cost of facility?	
	D.	Expected staff requirements?	
	E.	Expected patron capacity?	
	F.	What will be the primary purpose of the business?	
	G,	Does the property have the necessary zoning?	
	H.	Has a building permit been issued?	
	I.	Will the facility be built if a license is not granted?	

Ypsilanti Township Liquor License and Application

5. As was stated earlier, the Township Board is obligated to award liquor licenses in the best interest of the citizens of Ypsilanti Township and not for the gain of an individual or corporation.				
Why do you think you should receive a liquor license?				
We are experienced restaurant operators that have				
lived & invested in the city for 30 years. He strongly				
believe that a liquor licence in our location				
Will inchease business & overall appeal of our area				
6. Have you ever been convicted of a felony? No Are you disqualified to receive a license by reason or any matter or thing contained in Charter Township of Ypsilanti Liquor Licenses or the laws of the State of Michigan?				
7. A statement that you will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the Charter Township of Ypsilanti in the conduct of your business. I will obicle by the laws of the State of michigan E the USA & the Okdinance of the Charter Township Fingerprints of applicant, manager, and officers in the case of a club, society or corporation must of ypsilant be on file with the Washtenaw County Sheriff's Department prior to approval of your request. In the operation of the business.				
I hereby certify the above information and answers are true and correct and that I have read and am aware of the provisions of the Charter Township of Ypsilanti Ordinance Nos. 99-211 and 99-212 pertaining to liquor licenses and enforcement.				
Applicant's signature Date q - 16 - 19				
Printed Name Herodotos A Sawidas				
Receipt No Amount \$\frac{\frac{1}{000}}{}.				
Fee Schedule (effective May 13, 1999)				
Application for New Class C License \$1,000.00 Application for Addition to Existing Class C License \$1,000.00 Transfer of Existing License \$1,000.00 Any Other Changes (stock ownership, etc.) \$150.00 This is a request to prove I resolution to the big boy confamy have the big boy confamy have the prove I have the big boy confamy have the prove I have the big boy confamy have the prove I have the big boy confamy have the prove I have the big boy confamy have the prove I have the big boy confamy have the big boy confamy have the prove I have the big boy confamy have the prove I have the big boy confamy have the big boy confamily have				
to the Big boy conformy have				
Please return our Application force. A				

Zimbra Page 1 of 3

Zimbra

Istanfield@ytown.org

Fwd: Andy and Chris Inc DBA Ypsilanti Big Boy

From : Karen Lovejoy Roe

Wed, Sep 25, 2019 01:54 AM

<klovejoyroe@ytown.org>

Subject: Fwd: Andy and Chris Inc DBA

Ypsilanti Big Boy

To: Brenda Stumbo

<bstumbo@ytown.org>,

Larry Doe

<ld><ldoe@ytown.org>, Stan

Eldridge

<seldridge@ytown.org>,

Jimmie Wilson Jr.

<jwilson@ytown.org>, Lisa

Stanfield

<lstanfield@ytown.org>,

Monica Ross-Williams

<mrosswilliams@ytown.org>,

Heather Jarrell Roe

<hjarrellroe@ytown.org>

Cc: Karen Lovejoy Roe

<klovejoyroe@ytown.org>,

Michael Radzik

<mradzik@ytown.org>,

Charlotte Wilson

<cwilson@ytown.org>, Doug

Winters

<mcwinlaw@gmail.com>

Hello All,

Just wanted to share with you the email below from Rois Savvides, owner of Big Boy on Washtenaw, whom we granted a Class Liquor License. Rois has been required to change his application to the State for the Class C liquor license we approved for the Big Boy to match the

Zimbra Page 2 of 3

ownership of the property which is Andy and Chris, INC. He is also required to fill out a new liquor license application with the township in the proper name of Andy and Chris, INC.

Applying for the name change required Mr. Savvides to pay another \$1,000 for the "new" application. Per Attorney Angela King, he was required to pay for the new permit. She did say there is nothing in the Liquor Ordinance that would stop the township board from returning the application fee of \$1,000 back to Mr. Savvides. She said it would require a vote of the board to refund the fee.

On the agenda will be the new application/resolution required by the state in the "new" name. The Liquor Commission members have all agreed to support the application and resolution in the "new" name and recommend approval. But it will be up to the board to approve allowing the fee to be refunded.

Just wanted you to have his request before the board meeting. Take care, Karen

From: "rois savvides" <roissavvides@live.com>

To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>

Sent: Wednesday, September 18, 2019 11:57:41 AM **Subject:** Andy and Chris Inc DBA Ypsilanti Big Boy

Hi Karen.

Please refund our second application fee for the amended license resolution.

Thank you.

Rois Savvides Andy & Chris Inc.

Karen Lovejoy Roe

Clerk Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Zimbra Page 3 of 3

734.484.4700

klovejoyroe@ytown.org

For Ypsilanti Township News go to ytown.org

Obstacles are meant to be hurdled--

"And let us not grow weary while doing good, for in due season we shall reap if we do not lose heart" $Galatians\ 6:9$

Supervisor
BRENDA L. STUMBO
Clerk

KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.



Clerk's Office

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

Charter Township of Ypsilanti

TO: Township Board

FR: Karen Lovejoy Roe, Clerk

RE: Request to Approve Mailing Absentee Postcard to 38,000 Ypsilanti Township Registered Voters for a total maximum cost of \$29,323; \$8,423 for Printing and Mailing Costs to Printing Systems and a maximum return postage cost of \$20,900 to the U.S. Post Office subject to Budget Amendment.

The maximum costs for the request, if the 38,000 registered voters ALL returned their applications would be \$29,323. This cost includes \$4,243 for printing of the postcards, \$4,180 for the postage for mailing the postcards at \$.11 per postcard, and \$20,900 return postage costs at \$.55 for each postcard returned. (The Township would only be charged the \$.55 for each postcard returned)

Any Michigan registered voter may now apply to receive an Absent Voter Ballot and request to be on the Permanent Absentee Voter List without a reason, as a consequence to the changes to the Michigan Constitution made by the passage of Proposition 3 in 2018.

The benefits of being on the Permanent Absentee Application List are:

- 1) Voters automatically receive an absent voter ballot application for every election.
- 2) Voters that Choose to Return the Application, will be mailed a ballot as soon as available.
- 3) Voters will avoid waiting in long lines at the Polls.
- 4) Voters can take their time studying the ballot and vote from home when they are ready.
- 5) Voters on the permanent list are **notified of ALL elections** including Special Elections.

Most voters are not aware of the process to obtain an absentee ballot or of the change in the law.

The Clerk's Office would like to send the mailing out as soon as possible so the list can be created for the March 2020 election. If the Board approves the mailer, printing would occur in October and mailing would occur during the month of November. Voters would return the card in November and December, allowing the Clerk's office 3-4 months to process the applications as they are returned. The application will have a bar code making it an efficient and accurate process to create the absentee list.

As you are aware many of our voting locations do not have adequate parking or space to wait inside during the larger elections for Governor and President. If we are able to increase the number of absentee voters it would help tremendously during the larger elections with the lines, the parking situation, and traffic and crowd management.

We have approximately 700 voter emails in our QVF Voter Software. We have emailed those voters to explain the process for absentee voting, offer placement on the absentee list and to save costs on the mailing. The voters are extremely thankful and it is clear many were not aware of how to obtain an absentee ballot.

Thank you for your consideration and if you have any questions please give me a call at the office or on my cell at 734.260.6578.

UNLY HEHE NOT STAPLE)			



(DO NOT STAPLE)

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

FOLD OVER SO THAT THIS SIDE SHOWS, THEN TAPE AREAS SHOWN

BUSINESS REPLY MAIL

FIRST-CLASS MAIL

PERMIT NO. 465

YPSILANTI, N

POSTAGE WILL BE PAID BY ADDRESSEE

CHARTER TOWNSHIP OF YPSILANTI KAREN LOVEJOY ROE, CLERK 7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197-9914

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Dear Registered Voter:

With the recent passage of Proposal 3 in the November 2018 General Election, registered voters can now request an absentee ballot without providing a reason. Under Michigan election law, you are eligible to be placed on the permanent absent voter list.

Benefits of being on the Automatic Application List:

- · You will automatically receive an absent voter ballot application for every election.
- . If you choose to return the application, we will send you a ballot as soon as they arrive in our office.
- · You will avoid potentially long lines at the polls.
- · You can take your time studying the ballot and vote from home when you are ready.
- Placement on the permanent absent voter list will notify you of all elections in Ypsilanti Township, including Special Elections.

You can be added to the list in the following ways:

- (1) Email your request to klovejoyroe@ytown.org,
- (2) Drop off your request in the payment drop box located in front of the Civic Center,
- (3) Deliver it to the Clerk's Office at the Civic Center,
- (4) Complete the information on the other side of this card, and mail it back to the Clerk's Office.

Karen Lovejoy Roe Township Clerk Charter Township of Ypsilanti Charter Township of Ypsilanti Karen Lovejoy Roe, Clerk 7200 S. Huron River Drive Ypsilanti, MI 48197-7099



PRESORTED FIRST CLASS U.S. POSTAGE PAID TAYLOR, MI PERMIT NO. 107

FORWARDING SERVICE REQUESTED

DO NOT	DETACH	RETURN EN	ITIDE CODA
DU NUI	DEIAUR .	RETURN EL	VIIRE FURIV

	Vac	I would like to be	placed on the Permanent	Abconton Votor Liet
_	165,	would like to be	placed off the Permanen	i Absentee voter List.

I understand that by returning this signed card I will now receive an absent voter application for every election, and I must complete, sign, and return the application in order to have an absentee ballot sent to me.

SIGNATURE	DATE
Name (please print)	
Address	Zip Code
()	
Phone (optional)	

Zimbra

quote for printing and mailing 38,000 absentee cards for Ypsilanti Township

From: Karen Lovejoy Roe <klovejoyroe@ytown.org>

Wed, Sep 04, 2019 05:32 PM

Subject: quote for printing and mailing 38,000 absentee cards for

4 attachments

Ypsilanti Township

To: DHulslander@printingsystems.us

Cc: Lisa Stanfield < lstanfield@ytown.org >, Angela Robinson

<arobinson@ytown.org>, Karen Lovejoy Roe

<klovejoyroe@ytown.org>

Hello Dana,

So if I understand correctly if you mail out 38,000 absentee postcards with postage paid on both the mailer and also the return card, and If everyone mails back their card it would be a total of \$38,000 x .22= \$8,360 for postage plus \$4243 for printing for a combined total of \$12,603?

Would the township be charged only for the postage for the cards that are returned?

Do we need to separate P.O.'s /checks: one for Printing Systems and one for the U.S. Postal service?

The returned cards would have the bar code for scanning into QVF correct? karen

From: "Angela Robinson" <arobinson@ytown.org> **To:** "Karen Lovejoy Roe" <klovejoyroe@ytown.org> **Sent:** Wednesday, September 4, 2019 8:37:29 AM

Subject: Re: Quote

It cost 11 cents for psi to mail and what ever the cost is for return (reply) mail

From: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>

To: "Angela Robinson" <arobinson@ytown.org> **Cc:** "Lisa Stanfield" <lstanfield@ytown.org> **Sent:** Tuesday, September 3, 2019 9:41:07 PM

Delite (accady, coptomical of 2010 of

Subject: Re: Quote

So we need to know the cost of mailing and multiple times two for the return card. Can we do this on a permit to save costs and only be charged for what is actually used? Please check with the post office or ask Dana if she knows? thanks, karen

From: "Angela Robinson" <arobinson@ytown.org>

To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>, "Lisa Stanfield" <lstanfield@ytown.org>

9/24/2019 Zimbra

Sent: Tuesday, September 3, 2019 3:02:16 PM

Subject: Fwd: Quote

FYL

From: "Dana Hulslander" < DHulslander@printingsystems.us>

To: "Angela Robinson" <arobinson@ytown.org> **Sent:** Tuesday, September 3, 2019 1:17:07 PM

Subject: RE: Quote

Hi Ang,

Hope you had a nice long weekend. Sure is nice to come back to work on a Tuesday...lol.. Ok, here's the price for $38,000 \ 9 \ x \ 8 \ \frac{1}{4} \ 2$ -color perm. AV postcard. All folded & tab sealed. All completion of voter data (addressing and sorting for mailing). Price includes set-up fee and delivery to 2 Post Offices. Price does NOT include postage.

Total Price = \$4243.00

I will send a proof @

Dana Hulslander
Customer Service Specialist
12005 Beech Daly Rd.
Taylor, MI 48180
800-95-12345 Ext. 221
734-946-5111 Ext. 221
734-946-1115 Fax
dana@printingsystems.us
www.printingsystems.us







From: Angela Robinson [mailto:arobinson@ytown.org]

Sent: Tuesday, September 03, 2019 9:06 AM

To: Dana Hulslander Subject: Quote

Good morning Dana,

9/24/2019 Zimbra

Attached is the Permanent Absentee form with changes, please give us a quote on 38,000.

Angela Robinson

Ypsilanti Township Clerk's Office

7200 S. Huron River Drive

Ypsilanti, MI 48197

Phone (734) 484-4700

Fax (734) 484-5156

Charter Township of Ypsilanti

Karen Lovejoy Roe

Clerk
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
734.484.4700
klovejoyroe@ytown.org
For Ypsilanti Township News go to ytown.org

Obstacles are meant to be hurdled--

"And let us not grow weary while doing good, for in due season we shall reap if we do not lose heart" Galatians 6:9

Karen Lovejoy Roe

Clerk
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
734.484.4700
klovejoyroe@ytown.org

For Ypsilanti Township News go to <u>ytown.org</u>

9/24/2019 Zimbra

Obstacles are meant to be hurdled-"And let us not grow weary while doing good, for in due season we shall reap if we do not lose heart" Galatians 6:9

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Michael Radzik, OCS Director

Re: Request to authorize circuit court litigation to abate public nuisances by

padlocking at 252 Devonshire Rd and 1246 E. Forest Ave in the amount of

\$20,000 funded in account 101-950.000-801.023

Copy: McLain & Winters, Township Attorneys

Date: September 23, 2019

The Office of Community Standards has investigated public nuisances at the following locations and authorization is requested to engage legal services to abate said nuisances by padlocking.

252 DEVONSHIRE RD

The single family house located at 252 Devonshire Rd in the Thurston neighborhood watch area was the scene of a search warrant executed by the Livonia Police Department and the Washtenaw County Sheriff's Office on August 7, 2019. The search warrant resulted from a narcotics investigation by Livonia PD involving a resident of the house, Wyatt Knick, who allegedly has been selling the controlled substance LSD from the house. Police seized LSD, cash and scales used to facilitate narcotics trafficking. OCS staff followed up to investigate the property owner, Feridon Metko, who is a local landlord and owns the Big Sky Diner. Mr. Metko was subsequently cited in 14-B district court for operating an unregistered rental property. Upon being registered, the property was inspected and a dozen code violations were cited to be corrected. The rental certificate is pending re-inspection on October 15, 2019.





7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393

CHARTER TOWNSHIP OF YPSILANTI

1246 E. FOREST AVE

This single family house in the Lay Gardens neighborhood watch area was the scene of a narcotics trafficking search warrant executed by the Livonia Police Department and Washtenaw County Sheriff's Office on August 6, 2019. The search warrant resulted from an investigation by Livonia PD involving a resident of the house, Bruce Walblay, who allegedly had been selling the controlled substance cocaine from the house to approximately 40 people for the past eight months. Police seized cocaine, cash, drug packaging and scales used to facilitate narcotics trafficking inside the house. OCS staff followed up to investigate the property owner because ownership records did not match the people investigated by police. OCS staff subsequently determined that the owner of record, Lynne Stewart, is deceased. Furthermore, a relative known as Allen Walblay is in control of the property and rented it to his son, who was allegedly using it to sell drugs. Mr. Walblay has since registered the property and an initial rental inspection is scheduled and pending.



Both of these cases were administratively approved for circuit court litigation, and petitions have been filed. Formal authorization is now requested to abate these public nuisances and help safeguard the community by padlocking the houses for up to one year as authorized by state law.

Supervisor
BRENDA L. STUMBO
Flork

KAREN LOVEJOY ROE
Creasurer

LARRY J. DOE
Crustees

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

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

CC: Javonna Neel, Accounting Director

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: September 26, 2019

RE: Request authorization to trade in the Scag Giant Vac S/No. 024A00003 for

\$3,000 to J&R Tractor, LLC.

The Residential Services Department requests authorization to trade in the Scag Giant Vac S/No. 024A00003 for \$3,000 to J&R Tractor, LLC. This trade in value will be applied to the purchase of two new pieces of equipment; including a stump grinder and grapple bucket for the Park Maintenance division. This equipment will assist with all the tree and brush clearing that takes place on a daily basis.

Respectfully Submitted,

Mike Hoffmeister Director of Residential Services Search

[SPF-NOSPF] STU

Close

Reply

Reply to All

Forward

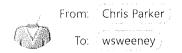
Delete

Spam

Actions

View

[SPF-NOSPF] STUMP GRINDER & GRAPPLE BUCKET QUOTATION



Erskine Grapple...ucket Brochure.pdf (485.7 KB) Preview | Download | Remove

Erskine Stump G...der Brochure-1.pdf (662,6 KB) Pre

<u>Download all attachments</u> <u>Remove all attachments</u>

ERSKINE MODEL	DESCRIPTION	GOV PRICE
900500	STUMP GRINDER	\$5,622.00
900614	GRAPPLE BUCKET 84" (86" Outside measurement)	\$4,379.00
	TOTAL	\$10,001.00
	REBATE FOR 2 X ERSKINE IMPLEMENTS	-\$145.00
	BALANCE	\$9,856.00
	TRADE IN OF EQUIPMENT	
TLB25-37CH	Scag Giant Vac S/No.024A00003	-\$3,000.00
-	AMOUNT PAYABLE	\$6,856.00

All equipment is generally arranged as per my original quotation of 28th August which is below. Collection approximately 7-10 days from firm order.

Please call / text me should you need any clarification 734-497-7923.

Sincerely

Chris.

Chris Parker
J&R Tractor LLC
15330 S. Dixie Hwy
Monroe MI 48161
Cell/Texts 734-497-79

Cell/Text: 734-497-7923 Office: 734-241-3232

Buying, Selling, Renting New and Used Agricultural / Estate and Homestead Equipment,

Tractors-Implements-ZeroTurn mowers-Snowblowers

From: Chris Parker [mailto:chris.parker@jandrtractor.com]

Sent: Wednesday, August 28, 2019 3:32 PM

To: 'wsweeney@ytown.org'

Subject: STUMP GRINDER & GRAPPLE BUCKET

Good Day,

Further to your visit and conversation I detail below some options for the Stump Grinder and Grapple Bucket.

Cancel November 5, 2019 Board Meeting

Request to cancel Ypsilanti Township Board Meeting scheduled for Tuesday, November 5, 2019 due to Special Election.

CHARTER TOWNSHIP OF YPSILANTI 2019 BUDGET AMENDMENT #15

October 1, 2019

Total Increase \$29,323.00

\$10,000.00

Net Expenditures \$10,000.00

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Expenditures:

Equipment Maintenance

			=	+ _0,0_0.0
38,000 voters in Y	psilanti Township. The maximum am	sts for an Absentee Information Postcard ount of \$29,323 (\$4,243 printing costs, \$4 n Appropriation of Prior Year Fund Balan	1,180 postage, and	
Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$29,323.00	
		Net Revenues	\$29,323.00	
Expenditures:	Postage	101-267-000-730.000	\$29,323.00	
		Net Expenditures	\$29,323.00	
			_	
0 - COMPOST F	UND		Total Increase	\$10,000.0
	se budget for unexpected loader repa Prior Year Fund Balance.	ir and grinder parts. This will be funded l	by any	
Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$10,000.00	
		-		

590-590-000-933.000

Motion to Amend the 2019 Budget (#15)

Move to increase the General Fund budget by \$29,323 to \$11,023,147 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$10,000 to \$806,927 and approve the department line item changes as outlined.

AUTHORIZATIONS AND BIDS





FIRE DEPARTMENT 222 SOUTH FORD BOULEVARD YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Clerk's Office

From: Fire Chief Eric Copeland

Date: September 24, 2019

Subject: Request authorization to seek bids for the removal and installation of a single furnace / air

condition HVAC unit at 20 S. Hewitt – Station #3 budgeted in FY 2019 line item Capital Outlay / Fire Station 206-970-000-976-005 not to exceed \$20,000. Also posting in local, regional and statewide media outlets by Ypsilanti Township Clerk Office of this intent.

The Charter Township of Ypsilanti Fire Department is requesting bids for the removal of an existing furnace and central air conditioning unit and the installation of new comparable unit with upgraded efficiency ratings and thermostat equipment for Fire Station #3 located at 20 S. Hewitt St. Ypsilanti, MI 48198.

The bidding process will be open for a period of 10 days ending on **October 21, 2019 at 10: 00 am.** There will be an optional pre-bid meeting on Monday, October 14, 2019 from 8:30 am to 9:30 am on location at 20 S. Hewitt St. Ypsilanti, MI 48198.

Please contact Ypsilanti Township Fire Department between the hours of 8am - 4pm at 734-544-4225 for any general questions or about the bid specifications.





FIRE DEPARTMENT 222 SOUTH FORD BOULEVARD YPSILANTI, MICHIGAN 48198-6067

Station #3 - 20 S. Hewitt St. Furnace and Air Conditioner removal and replacement SPECIFICATIONS

The Charter Township of Ypsilanti requirements for this project are as follows:

ADHERENCE TO CONTRACT PROVISION CHECKLIST:

- **Prevailing Wage Provision** (If Applicable).
- **Bonds:** (If project/bid is over \$25,000.00)
- **Performance Bond:** (If required usually equal to amount of the bid)
- Maintenance & Guarantee Bond: (If required)
- Bid Bond or Surety Bond: (If required usually 5% of bid)
- Insurance Certificates: Workers Compensation \$500,000 limit each accident. General Liability (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) must include 60 day written notice for change of coverage cancellation or non-renewable coverage
- Protective Policy: (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) Must Name "The Charter Township of Ypsilanti and it's past, present, and future elected Officials, Appointed Commissions and Boards, Agents and Employees shall be named as "Additional named Insured" (unless otherwise approved by the Township Attorney) on the General Liability Policy with respect to the services provided under this Contract".
- **Automobile Liability:** covers owned, hired and non-owned vehicles with personal protection insurance and property protection. Includes residual liability insurance with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
- **Builder's Risk:** (Required if over \$25,000.00)
- Umbrella Policy/Excess Coverage: (Optional)
- Correct Coverage Amounts Township Named as "Additional Named Insured"
- 1) Pre-bid meeting on location Monday, October 14, 2019 at 8:30 a.m. to 9:30 a.m. (Optional)
- 2) 2 copies of bid

The Charter Township of Ypsilanti general requirements for this project are as follows:

- PERMITS: The Contractor shall furnish and pay for all permits and inspections required for his work.
- CODES: All work performed shall comply with all applicable codes and ordinances including all Building Codes, Mechanical Codes, Plumbing Codes, Electrical Codes and Fire Codes. If required by the local codes the building systems affected by this work shall be brought up to current code unless grandfathered under the code.
- EQUIPMENT SIZING: All contractors are responsible for determining the appropriate equipment size. It is required that the contractor have a licensed professional engineer verify the equipment size.
- CONTRACTOR to provide a detailed list with the quoted of the new Furnace & A/C units efficiency for all equipment to be replaced.

PRICING SHALL INCLUDE:

- Performance and Payment Bond costs
- Prevailing Wage Labor Rates
- Costs of all Permits and required inspections
- Costs of all Engineering and Architectural drawings and seals if required
- All applicable taxes. Include all special taxes that may be assessed locally on contract work such as a "Business Tax" or "Contractor tax" for the privilege of doing business in the City, County or other Government jurisdiction.

PROPOSAL DELIVERY:

 Sealed envelope with two (2) copies delivered to: Ypsilanti Township Clerk Office,
 7200 S. Huron River Drive
 Ypsilanti, MI 48198

Please label envelope "Hewitt Fire Station HVAC"

• Please direct any questions to Fire Chief Eric Copeland (734) 368-6769, email at ecopeland@ytown.org or Captain Keith Harr (734) 368-5342 or email at kharr@ytown.org

Due Date: Bids are due at or before 10:00 AM on Monday, October 21, 2019.

FURNACE REPLACEMENT:

- 1. Remove and legally dispose of (1) furnace unit, fan, condensing unit, controls, thermostats associated with the furnace unit.
- 2. Furnish and install two (1) furnace unit, fan, condensing unit, controls thermostats associated with the new furnace unit.
- 3. The new furnace unit will be (1) Natural Gas / 90 BTUH / 4 TON units with programmable thermostat.
- 4. The new unit have high efficiency ratings not less than 90% along with unit decibel ratings.

AIR CONDITIONER REPLACEMENT:

- 1. Remove and legally dispose of the condensing unit. All refrigerant shall be recovered per EPA requirements.
- 2. Furnish and install one (1) air conditioning unit, fan, condensing unit, control thermostats associated with the new air conditioning unit.
- 3. Provide housekeeping pad, vibration isolation system.
- 4. Provide all refrigerant lines sets, service valves, wall patch, electrical, commissioning etc. for a fully functioning system.
- 5. Provide owner training on all new equipment.

The Michigan Building Code requirements and specifications for this project are as follows:

- 1) All workmanship to be performed according to the Michigan Building Code 2018 requirements.
- 2) Furnish and install proper intake & exhaust air per the Michigan Building Code 2018 requirements.
- 3) Secure any and all required permits from Ypsilanti Township.

For any questions, please contact Fire Chief Eric Copeland (734) 368-6769 or <u>ecopeland@ytown.org</u> if not available contact Captain Keith Harr (734) 368-5342 or <u>kharr@ytown.org</u> respectively.





FIRE DEPARTMENT 222 SOUTH FORD BOULEVARD YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Clerk's Office

From: Fire Chief Eric Copeland

Date: September 24, 2019

Subject: Request authorization to seek bids for the removal of old and installation of a new furnace

in the Tool room at Fire HQ located at 222 S. Ford Blvd. budgeted in FY 2019 line item Capital Outlay / Fire Station 206-970-000-976-005 not to exceed \$7500 from funding for Station #3 parking lot improvements postponement. Also posting in local, regional and

State media outlets by Ypsilanti Township Clerk Office of this intent.

The Charter Township of Ypsilanti Fire Department is requesting bids for the removal of an existing furnace unit and the installation of new comparable unit with upgraded efficiency ratings and thermostat equipment for Fire Headquarters Tool Room located at 222 S. Ford Blvd. Ypsilanti, MI 48198.

The bidding process will start for a period of 10 days ending on **October 21, 2019 at 10: 30 am.** There will be an optional pre-bid meeting on Monday, October 14, 2019 from 10:00 am to 11:00 am at Fire Headquarter, 222 S. Ford Blvd. Ypsilanti, MI 48198.

Please contact Ypsilanti Township Fire Department between the hours of 8am – 4pm at 734-544-4225 for any general questions or about the bid specifications.





FIRE DEPARTMENT 222 SOUTH FORD BOULEVARD YPSILANTI, MICHIGAN 48198-6067

Fire Headquarters Tool room Furnace removal and replacement SPECIFICATIONS

The Charter Township of Ypsilanti requirements for this project are as follows:

ADHERENCE TO CONTRACT PROVISION CHECKLIST:

- Prevailing Wage Provision (If Applicable).
- **Bonds:** (If project/bid is over \$25,000.00)
- **Performance Bond:** (If required usually equal to amount of the bid)
- Maintenance & Guarantee Bond: (If required)
- **Bid Bond or Surety Bond:** (If required usually 5% of bid)
- Insurance Certificates: Workers Compensation \$500,000 limit each accident. General Liability (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) must include 60 day written notice for change of coverage cancellation or non-renewable coverage
- Protective Policy: (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) Must Name "The Charter Township of Ypsilanti and it's past, present, and future elected Officials, Appointed Commissions and Boards, Agents and Employees shall be named as "Additional named Insured" (unless otherwise approved by the Township Attorney) on the General Liability Policy with respect to the services provided under this Contract".
- **Automobile Liability:** covers owned, hired and non-owned vehicles with personal protection insurance and property protection. Includes residual liability insurance with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
- **Builder's Risk:** (Required if over \$25,000.00)
- Umbrella Policy/Excess Coverage: (Optional)
- Correct Coverage Amounts Township Named as "Additional Named Insured"
- 1) Pre-bid meeting on location Monday, October 14, 2019 at 10:00 a.m. to 11:00 a.m. (Optional)
- 2) 2 Copies of Bid

The Charter Township of Ypsilanti general requirements for this project are as follows:

- PERMITS: The Contractor shall furnish and pay for all permits and inspections required for his work.
- CODES: All work performed shall comply with all applicable codes and ordinances including all Building Codes, Mechanical Codes, Plumbing Codes, Electrical Codes and Fire Codes. If required by the local codes the building systems affected by this work shall be brought up to current code unless grandfathered under the code.
- EQUIPMENT SIZING: All contractors are responsible for determining the appropriate equipment size. It is required that the contractor have a licensed professional engineer verify the equipment size.
- CONTRACTOR to provide a detailed list with the quote of the new Furnace unit efficiency for all equipment to be replaced.

PRICING SHALL INCLUDE:

- Performance and Payment Bond costs
- Prevailing Wage Labor Rates
- Costs of all Permits and required inspections
- Costs of all Engineering and Architectural drawings and seals if required
- All applicable taxes. Include all special taxes that may be assessed locally on contract work such as a "Business Tax" or "Contractor tax" for the privilege of doing business in the City, County or other Government jurisdiction.

PROPOSAL DELIVERY:

 Sealed envelope with two (2) copies of proposal delivered to: Ypsilanti Township Clerk Office
 7200 S. Huron River Drive
 Ypsilanti, MI 48198

Please label envelope with "Fire HQ Tool Room Furnace"

• Please direct any questions to Fire Chief Eric Copeland (734) 368-6769 email at ecopeland@ytown.org or Captain Keith Harr (734) 368-5342 email at kharr@ytown.org

Due Date: Bids are due at or before 10:30 AM on Monday, October 21, 2019.

FURNACE REPLACEMENT:

- 1. Remove and legally dispose of (1) furnace unit, fan, controls, thermostats associated with the furnace unit.
- 2. Furnish and install one (1) furnace unit, fan, controls, thermostats associated with the new furnace unit.
- 3. The new furnace unit will be (1) Natural Gas / 90 BTUH unit with programmable thermostats.
- 4. The new units have high efficiency ratings not less than 90% along with unit decibel ratings.

The Michigan Building Code requirements and specifications for this project are as follows:

- 1) All workmanship to be performed according to the Michigan Building Code 2018 requirements.
- 2) Furnish and install proper intake & exhaust air per the Michigan Building Code 2018 requirements.
- 3) Secure any and all required permits from Ypsilanti Township.

For any questions, please contact Fire Chief Eric Copeland (734) 368-6769 or <u>ecopeland@ytown.org</u> if not available contact Captain Keith Harr (734) 368-5342 or kharr@ytown.org respectively.





FIRE DEPARTMENT 222 SOUTH FORD BOULEVARD YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Clerk's Office

From: Fire Chief Eric Copeland

Date: September 24, 2019

Subject: Request authorization to seek bids for rejuvenation of the Fire HQ dormitory bathroom

appliances, fixtures and hardware. This project includes removal of existing tile flooring, toilets, showers, sinks, vanities, cabinets, fixtures and hardware from the three (3) dorm bathrooms at Fire HQ located at 222 S. Ford Blvd and replace tile flooring, toilets, sinks, cabinets, fixtures, hardware and upgrade to tile showers & walls (knee). Project funding is budgeted in FY 2019 line item Capital Outlay / Fire Station 206-970-000-976-005 not to

exceed \$45,000 due to postponement for Station #3 parking lot improvements.

To include posting in local, regional and State media outlets by Ypsilanti Township Clerk Office of this intent.

The Charter Township of Ypsilanti Fire Department is requesting bids for the removal of existing floors, toilets, showers, sinks, cabinets, fixtures and hardware to replace with comparable tile flooring, toilets, sinks, cabinets, fixtures and hardware with upgraded tile showers & walls (knee) located at 222 S. Ford Blvd. Ypsilanti, MI 48198.

The bidding process will start for a period of 10 days ending on October 21, 2019 at 11:00 a.m. There will be an optional pre-bid meeting on Monday, October 14, 2019 from 11:00 am to 12:00 noon located at 222 S. Ford Blvd. Ypsilanti, MI 48198

Please contact Ypsilanti Township Fire Department between the hours of 8am – 4pm at 734-544-4225 for any general questions or about the bid specifications.





FIRE DEPARTMENT 222 SOUTH FORD BOULEVARD YPSILANTI, MICHIGAN 48198-6067

Fire Headquarters Dormitory (3) bathrooms removal and replacement SPECIFICATIONS

The Charter Township of Ypsilanti requirements for this project are as follows:

ADHERENCE TO CONTRACT PROVISION CHECKLIST:

- **Prevailing Wage Provision** (If Applicable).
- **Bonds:** (If project/bid is over \$25,000.00)
- **Performance Bond:** (If required usually equal to amount of the bid)
- Maintenance & Guarantee Bond: (If required)
- **Bid Bond or Surety Bond:** (If required usually 5% of bid)
- Insurance Certificates: Workers Compensation \$500,000 limit each accident. General Liability (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) must include 60 day written notice for change of coverage cancellation or non-renewable coverage
- Protective Policy: (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) Must Name "The Charter Township of Ypsilanti and it's past, present, and future elected Officials, Appointed Commissions and Boards, Agents and Employees shall be named as "Additional named Insured" (unless otherwise approved by the Township Attorney) on the General Liability Policy with respect to the services provided under this Contract".
- **Automobile Liability:** covers owned, hired and non-owned vehicles with personal protection insurance and property protection. Includes residual liability insurance with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
- **Builder's Risk:** (Required if over \$25,000.00)
- Umbrella Policy/Excess Coverage: (Optional)
- Correct Coverage Amounts Township Named as "Additional Named Insured"
- 1) Pre-bid meeting on Monday, October 14, 2019 at 11:00 12:00 noon on location at 222 S. Ford Blvd. Ypsilanti, MI 48198 (Optional)
- 2) 2 to 3 copies of bid

The Charter Township of Ypsilanti general requirements for this project are as follows:

- PERMITS: The Contractor shall furnish and pay for all permits and inspections required for his work.
- CODES: All work performed shall comply with all applicable codes and ordinances including all Building Codes, Mechanical Codes, Plumbing Codes, Electrical Codes and Fire Codes. If required by the local codes the building systems affected by this work shall be brought up to current code unless grandfathered under the code.
- EQUIPMENT SIZING: All contractors are responsible for determining the appropriate equipment size. It is required that the contractor have a licensed professional engineer verify the equipment size.
- CONTRACTOR to provide a detailed list with the quote of all new equipment, appliances, fixtures and supplies replaced.

PRICING SHALL INCLUDE:

- Performance and Payment Bond costs
- Prevailing Wage Labor Rates
- Costs of all Permits and required inspections
- Costs of all Engineering and Architectural drawings and seals if required
- All applicable taxes. Include all special taxes that may be assessed locally on contract work such as a "Business Tax" or "Contractor tax" for the privilege of doing business in the City, County or other Government jurisdiction.

PROPOSAL DELIVERY:

 Sealed envelope with two (2) copies delivered to: Ypsilanti Township Clerk Office
 7200 S. Huron River Drive
 Ypsilanti, MI 48198

Please label envelope "Fire Station HQ Dorm Bathroom Remodel"

• Please direct any questions to Fire Chief Eric Copeland (734) 368-6769, email at ecopeland@ytown.org or Captain Keith Harr (734) 368-5342 or email at kharr@ytown.org

Due Date: Bids are due on or before Monday, October 21, 2019 at 11:00 am.

3 Bathroom specifications for Ypsilanti Township Fire HQ Station #1

Bathrooms #1 & #2: These are identical in scope and look. All tile will be commercial grade and have a gray hue with light gray grout. **Bath** #1 will require the HVAC moved out of the walk in shower space. **Note:** the shower space in #1 & #2 are different sizes, $#1 - 72 \times 38 \times 72$ and $#2 - 63 \times 38 \times 72$, install the finished ceiling height at 8' not the current 9' adjust bath fan duct accordingly.

REMOVE:	REPLACE WITH:
Toilets	Standard residential china bowl oblong toilets
Sinks	30" base cabinets w/one piece molded sinks
Storage Cabinets	Replace with/to walk in shower space
Mirrors	Standard steel frame mirror
Ceiling	FD to supply track/tiles to match building
Light / ceiling	High efficiency 2' x 4' drop ceiling light add new light above vanity mirror.
Hardware	Standard towel bars, hooks, TP holder
Fan / ceiling	Fan at ceiling with 500 cfm minimum
Tile floor	2" x 2" commercial grade tile w/lt. gray grout
Prep walls for 36" tile around	12" x 12" tile (#1 = 51 sqft / #2 = 48 sqft est.)
Wall between shower and cabinet (#1 & #2)	Move water supply to outside wall
Existing showers and cabinet	Walk-in showers along back wall with 6"x6" or larger tile/walls, 1"x1" or larger tile/floor #1 & #2 est. 96 sqft per unit = 192 sqft total tile to ceiling*
Shower rods & plastic curtains	Glass sliding doors – *pivoting glass doors

New PVC drain traps – basement below

Light gray

All PVC floor drain traps

Prime and Paint

3 Bathroom specifications for Ypsilanti Township Fire HQ Station #1

Bath #3: The scope of this bathroom is the same as the other two bathrooms. The only difference will be that the proposed tile shower will occupy the same space as the current one-piece shower of **35 x 38 x 72** with tile remaining commercial grade with gray hue with light gray grout and the existing storage cabinet with counter top replaced with a new one. The new cabinet will be 18" deep not 24". Install the finished ceiling height at 8' not the current 9' adjust bath fan duct accordingly.

REMOVE: REPLACE WITH:

Toilet Standard residential china bowl oblong toilet

Sink 30" base cabinets w/one piece molded sinks

Storage Cabinets Cabinet w/top 18" not 24" deep

Mirrors Standard steel frame mirror

Ceiling FD to supply track/tiles to match building

Light / ceiling High efficiency 2' x 4' drop ceiling light add

new light above vanity mirror.

Hardware Standard towel bars, hooks, TP holder

Fan / ceiling Fan at ceiling with 500 cfm minimum

Tile floor 2" x 2" commercial grade tile w/lt. gray grout

Prep walls for 36" tile around 12" x 12" tile (#3 = 63sqft estimate)

Existing shower Walk-in showers along back wall with 6"x6"

or larger tile/walls, 1"x1" or larger tile/floor #3 shower estimated 72 sqft of tile to ceiling*

Shower rods & plastic curtains Glass sliding doors – *pivoting glass doors

All PVC floor drain traps — New PVC drain traps — basement below

Prime and Paint Light gray

For any questions, please contact Fire Chief Eric Copeland (734) 368-6769, or at <u>ecopeland@ytown.org</u> if not available contact Captain Keith Harr (734) 368-5342, email at <u>kharr@ytown.org</u> respectively.

OTHER BUSINESS