

**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 30, 2019

Special 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.

SPECIAL MEETING

WEDNESDAY, OCTOBER 30, 2019 – 7:00PM
BOARD ROOM, CIVIC CENTER, 7200 S. HURON RIVER DR.
YPSILANTI TOWNSHIP

A Special Meeting of the Charter Township of Ypsilanti Board of Trustees has been called by Supervisor Brenda Stumbo for the following items:

AGENDA

1. REQUEST TO SET A PUBLIC HEARING DATE OF NOVEMBER 19, 2019 AT APPROXIMATELY 7:15PM FOR A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-29, PRIVATE ROAD DESIGN STANDARDS, SUBSECTION (L) FOR A 780 FOOT LONG PRIVATE ROAD, EXCEEDING THE MAXIMUM LENGTH OF 600 FEET BY 180 FEET, WITHOUT A SECOND MEANS OF ACCESS TO ANOTHER ROAD SYSTEM FOR SITES ZONED R-1, SINGLE FAMILY RESIDENTIAL, LOCATED AT 6575 MUNGER RD PARCEL K-11-30-300-022, 6501 MUNGER RD. PARCEL K-11-30-300-001, 5287 MERRITT RD. PARCEL K-11-30-300-032, AND 5285 MERRITT RD. PARCEL K-11-30-30-033
2. REQUEST TO SET A PUBLIC HEARING DATE OF NOVEMBER 19, 2019 AT APPROXIMATELY 7:15PM FOR A VARIANCE TO THE PRIVATE ROAD ORDINANCE SECTION 47-28.1, PRIVATE DRIVEWAY DESIGN STANDARDS, SUBSECTION (A) FOR ONE (1) PRIVATE DRIVEWAY TO ACCESS TWO (2) LOTS ZONED R-1, SINGLE FAMILY RESIDENTIAL WHERE ONLY ONE (1) LOT CAN BE ACCESSED BY A PRIVATE DRIVEWAY FOR SITES ZONED R-1, SINGLE FAMILY RESIDENTIAL, LOCATED AT 5287 MERRITT RD. PARCEL K-11-30-300-032 AND 5285 MERRITT RD. PARCEL K-11-30-300-033
3. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE FOR FUNDING FOR THE CONSTRUCTION COSTS RELATED TO THE YPSILANTI TOWNSHIP COMMUNITY CENTER FLOORING PROJECT IN THE AMOUNT OF \$222,337.00
4. REQUEST TO AWARD THE LOW BID FOR THE REPLACEMENT OF THE FURNACE AND AIR CONDITIONING UNIT AT THE HEWITT RD. FIRE STATION TO AL WALTERS HEATING AND COOLING IN THE AMOUNT OF \$7,605.00 BUDGETED IN LINE ITEM #206-970-000-976-005
5. REQUEST TO AWARD THE LOW BID FOR THE REPLACEMENT OF THE FURNACE FOR THE FIRE STATION HEADQUARTERS TOOL ROOM IN THE AMOUNT OF \$3,405.00 BUDGETED IN LINE ITEM #206-970-000-976-005

6. REQUEST TO REJECT ALL BIDS FOR THE FIRE STATION HEADQUARTERS DORMITORY BATHROOMS PROJECT AND TO REBID IN JANUARY OF 2020
7. BUDGET AMENDMENT #17

SPECIAL WORK SESSION AGENDA

1. 2020 BUDGET REVIEW
 - a) DEBT FUNDS – JAVONNA NEEL
 - b) FUND 101 – GENERAL FUND
 - DEPARTMENT 137 – DUE PROCESS
 - DEPARTMENT 215 – CLERK'S
 - DEPARTMENT 227 – HUMAN RESOURCES

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Charlotte Wilson, Planning and Development Coordinator
Megan Masson-Minock, Planning Consultant

Re: **Request to call a public hearing for the November 19, 2019 Township Board Meeting for variances from the Private Road Ordinance:**

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

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

Copy: McLain & Winters, Township Attorneys

Date: October 28, 2019

Background

The requested variances from the Private Road Ordinances are part of a process to develop 6501 and 6575 Munger Road (Sauter properties) as six (6) single family residential parcels over the next ten years, and 5287 and 5285 Merritt Road (Bullock properties) as two (2) single family residential parcels, for a total of eight (8) residential parcels. On September 18, 2019, the Township Board of Trustees denied the above private road variances.

On October 15, 2019, the OCS received a revised, complete application for the two (2) variance requests. The reviews from the Fire Department, planning consultant, and engineering consultant recommend conditional approval. Ypsilanti Community Utilities Authority (YCUA) did not submit a formal review but stated in an e-mail dated October 25, 2019 that the water main satisfies YCUA standards.

CHARTER TOWNSHIP OF YPSILANTI

Private Road Variance and Approval Process

Section 47-33 of the Private Road Ordinance requires the Township Board to hold a public hearing within 45 days of the variance being filed and that the Township Board shall render a decision not later than the next regular board meeting held after the hearing date. The Township Board may attach reasonable conditions in granting the variance.

In order to remain in compliance with the timelines mandated by the Private Road Ordinance, the Township Board must hold a public hearing no later than November 29, 2019. The only regularly scheduled Board meeting that falls in that window is November 19, 2019. If the public hearing was held on that date, the Township Board would need to take action on the variance request at its December 3, 2019 meeting.

If the variance were to be approved, the application for the private road would be as follows:

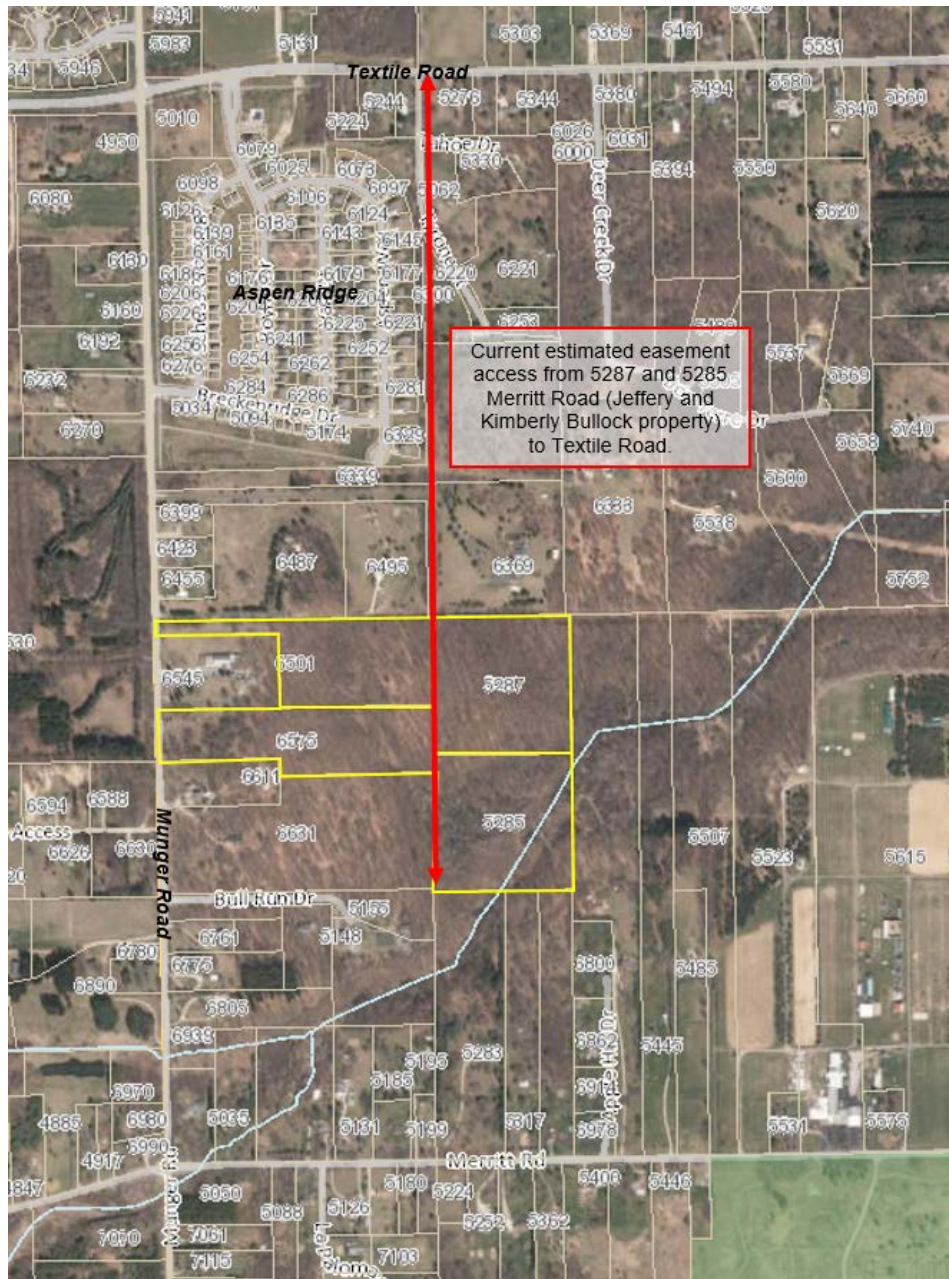
- Submittal of complete private road application, meeting the requirements of Section 47-30 of the Private Road Ordinance.
- Consideration of the application by the Township Board at its next regularly scheduled meeting and reference of the application to appropriate bodies for review including engineering, planning, the Fire Department and the Township Attorney.
- Consideration of the application, reports from all reviewing agencies and all other information in determining whether to approve the private road by the Township Board.

Analysis

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

The variance application is part of an overall project to develop the Sauter and Bullock properties into six (6) residential lots immediately with two (2) additional lots possible after ten years. The Bullock properties accessible by 66-foot wide easement to Textile Road, the approximate location of which is shown on the map on the following page. The Aspen Ridge subdivision was constructed between the time that easements and a zoning variance was granted to allow these lots in 1984 (see the letter to Clerk Roe from the Bullocks, dated May 10, 2019). While these properties are not landlocked, the access available is difficult.

CHARTER TOWNSHIP OF YPSILANTI



The Township Fire Department, in their letter dated October 28, 2019, approved the variance requests submitted on October 15, 2019. However, they recommended the installation of NFPA 13 D automatic sprinkler systems in those houses that exceed 150 feet from an approved access road and/or exceed 400 feet distance from nearest hydrant.

The Township Attorney, Fire Department and consultants have recommended the following conditions for any approvals of the variances. Please note that a vote to approve, deny or table the variance application must be after the public hearing:

CHARTER TOWNSHIP OF YPSILANTI

1. Deed restrictions are recorded that a maximum of eight (8) single family homes may access the private road.
2. If construction of an approved private road has not commenced within two (2) years from the date that the variance was granted, then the variance shall be null and void.
3. Installation of NFPA 13 D automatic sprinkler systems, or its equivalent as determined by the Charter Township of Ypsilanti Fire Department, in those houses where any portion of the building exceeds 150 feet from an approved access road and/or exceeds 400 feet distance from nearest hydrant.

Suggested Motions

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

Motion to call a public hearing:

"I move to call a public hearing at the November 19, 2019 regular meeting of the Board of Trustees of the Charter Township of Ypsilanti to hear public comment on a variance request from the Private Road Ordinance Section 47-29, Private road design standards, sub-section (L) for a 780-foot long private road, exceeding the maximum length of 600 feet by 180 feet, without a second means of access to another road system for sites zoned R-1, Single Family Residential, located at 6575 Munger Road, Parcel # K -11-30-300-022, 6501 Munger Road, Parcel # K -11-30-300-001, 5287 Merritt Road, Parcel # K -11-30-300-032, and 5285 Merritt Road, Parcel # K -11-30-300-033 and request for a variance from the Private Road Ordinance, Section 47-28.1 Private driveway design standards, sub-section (a), to approve one (1) private driveway to access two (2) lots zoned R-1, Single Family Residential where only one (1) lot can be accessed by a private driveway for sites zoned R-1, Single Family Residential, located at 5287 Merritt Road, Parcel # K -11-30-300-032 and 5285 Merritt Road, Parcel # K -11-30-300-033."

We respectfully request that you place this information packet on the **October 30, 2019** Board of Trustees meeting agenda for its consideration. Please contact us with questions or concerns.



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

TO: Board of Trustees of the Charter Township of Ypsilanti

FROM: Ben Carlisle, AICP

DATE: October 24, 2019

RE: Sauter Family Development Private Road Variance Review

We have been asked to review a variance application for two variances from Chapter 47: Private Roads. The applicant is seeking approval of the following variances:

1. **Section 47-28.1(a):** *Only one house can be constructed using the private driveway standards; more than one house shall require an approved private road.*

The proposed driveway would serve two parcels.

2. **Section 47-29 (I):** *The layout of roads in the proposed plan shall provide at least two points of access to an existing public road and shall provide a continuous circuit for travel. An exception will be considered when, in the opinion of the board, the lands to be subdivided are limited in area or are subject to a natural barrier. Private roads shall not exceed 600 feet in length unless connected to another road system providing a second means of access to the development. Connections to existing public road systems shall be subject to the review and approval of the county road commission.*

The proposed 780-foot private drive would exceed the maximum private road length of 600 feet.

	Minimum ROW Width	Street Width	Length	Points of access and Future Connection	Street Type	Drainage Management	Sidewalks Required
Minimum Required	66 feet	24 feet	600 feet maximum	Two points required and future connection required unless limited by natural features	paved bituminous	Ditch, no curb	No
Proposed	66 feet	24 feet	<u>Exceeds 600 feet by 180 feet</u>	One point of access and no future connection proposed	Not indicated	Not indicated	No

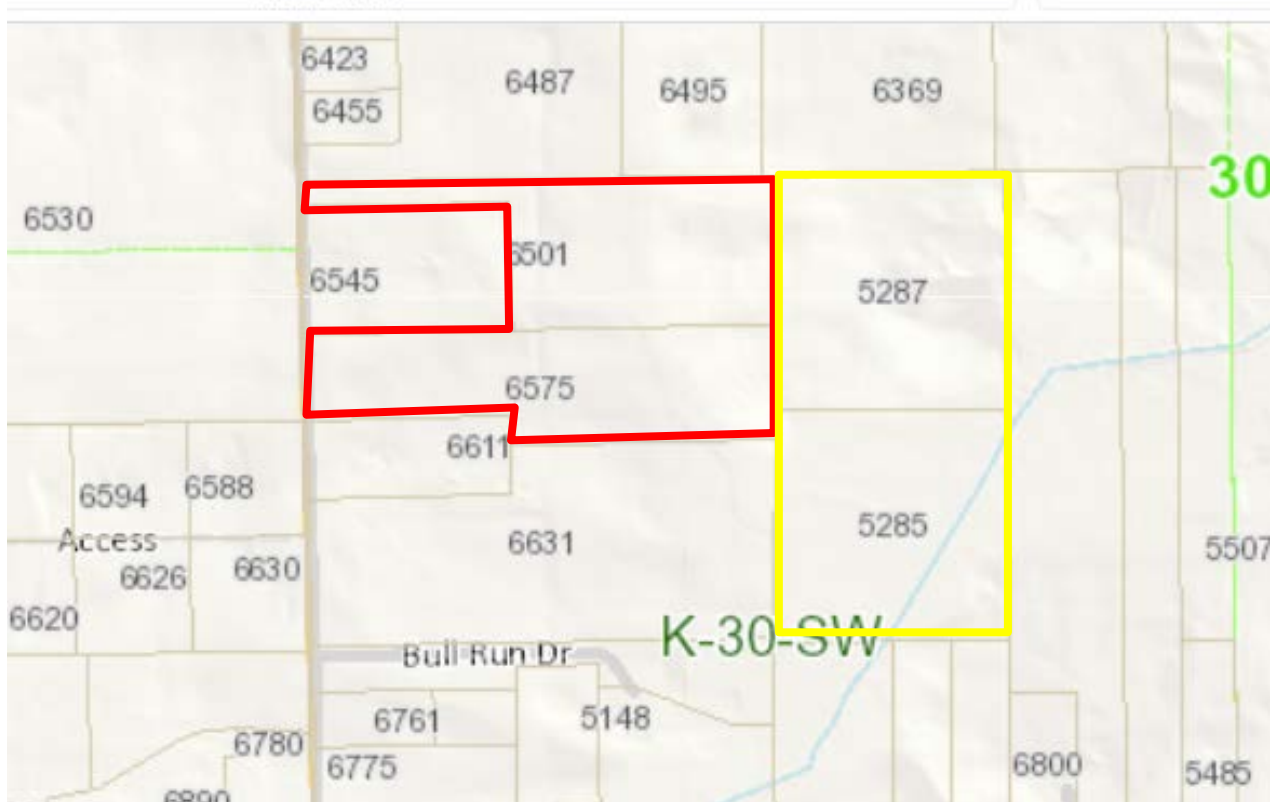
Application Summary:

The variances are sought to construct a new private road that exceeds the maximum of 600-feet for:

- A proposed four (4) lot development for the Sauter Family. Note that the Sauter Family seeks an additional two (2) lots when eligible for additional splits in ten years. In total, the Sauter parcels would include six (6) lots; and
- A shared driveway off the cul-de-sac of the proposed private road to access the two landlocked parcels (Bullock parcels) that are directly abutting to the east.

If the two variances are approved, the proposed private road will serve eight lots: the six Sauter lots and the two Bullock parcels.

Figure 1: *The Sauter site (outlined in RED) includes two parcels, K-11-30-300-001 and K-11-30-300-022, that will be combined and then split into four new parcels. The Bullock site (outlined in YELLOW) includes two parcels:*



Variance Discussion:

The variance request is complicated by the fact that the applicant is proposing to provide access to the two Bullock parcels directly east of the Sauter’s family. In a prior meeting with the applicant, I noted the two landlocked Bullock parcels and suggested both parties work together to jointly solve their access issues. I appreciate the applicant’s efforts.

My suggestion to work together was predicated on:

- 1). Any access solution could be supported by Township Codes and Ordinances; and
- 2). That the Township Fire Department finds the solution meets their fire access and public safety needs.

The applicant has worked with the Fire Department to ensure fire access needs and the adequate onsite infrastructure to ensure public safety. The Fire Department has reviewed the application and finds that it sufficient for fire access and public safety needs.

Required Findings:

As you consider this request, please note that by the Private Road Ordinance the applicant shall prove to the satisfaction of the Township Board that:

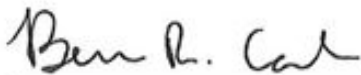
Sec. 47-33. - Variances.: When there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of this article, such as topographical and other physical characteristics of a parcel, the township board shall have the power to vary or modify the application of the provisions of this article so that the intent and purpose of this article shall be observed, public safety secured and substantial justice done.

The applicant is providing access to the two Bullock landlocked parcels. The Bullock parcels are unbuildable without approved township access.

Summary:

We recommend that the Township Board consider the practical difficulty of the application that the applicant is providing access to two landlocked parcels. We recommend approval of the two (2) variances with the condition that the applicant agree to the Conditions of Approval.

Sincerely,



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, AICP, LEED AP
Principal

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

PRIVATE ROAD APPLICATION

I. PROJECT LOCATION

Address: 6601 & 6675 Munger Road City: Ypsilanti Township State: MI Zip: 48197
Parcel ID #: K-11-30-300-022, -001 Zoning R1 Lot Number: NA Subdivision: NA

II. APPLICANT INFORMATION

Applicant: John Sauter Phone: 734.904.2813
Address: 1515 Patricia City: Ann Arbor State: MI Zip: 48103
Fax: _____ Email: jasauter@gmail.com
Engineer/Architect: Firm: Engineering Technologies Individual: Maureen Cousino
Address: 802 Phoenix Drive City: Ann Arbor State: MI Zip: 48108
Phone: 734-944-2020 Fax: _____ Email: mcousino@etcinc.com

III. FEES

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

IV. APPLICANT SIGNATURE

The following are provided with the application:

- Required information according to Section 47-30 of the Private Road Ordinance (see attached checklist)
- Project cost estimates
- Number of parcels served by the proposed private road: 8

John Sauter John Sauter 10-10-2019
Applicant Signature Print Name Date

Jeffery Bullock Jeffery Bullock 10-15-19
Kimberly L. Bullock Kimberly L. Bullock 10-15-19



1 October 2019

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

RE: Sauter - Arundel Way Private Road
Two (2) Variances Request
Parcels K-11-30-300-001 & 022

The above private road project is proposed on 17.23 acres of land located along the east side of Munger Road between Textile and Merritt. The property is proposed to be developed under the existing zoning R-1 single family residential in accordance with Ypsilanti Twp ordinances which requires a private road to be constructed for frontage and access to the proposed lots. Several project review meetings have been held at the Twp offices with representatives of Ypsilanti Twp staff plus the Twp planning and engineering consultants.

Our variance request includes two separate items, as follows:

- 1. Variance to Ordinance No. 97-174. Section 40, 12-16-97 Chapter 47 of the Private Road Ordinance Section 47-29(i) to allow a single access private road approx 780 feet long.**
 - a) Sauter is requesting to construct a private road 780 foot long, as a variance to the existing Ypsilanti Twp private road ordinance. The large majority of the Sauter land is located behind an existing neighboring parcel that is 600 feet deep which causes a hardship for proper and efficient use of the existing parcels. In our Twp review meetings, the planner suggested that the road and lot layout should be presented with a longer road to provide the best lot layout and better use of the existing land.
 - b) Approval of this requested length variance also allows the elimination of the use of the existing 35' wide northern parcel extension onto Munger Road by providing access to all proposed parcel divisions onto a single road and no new driveways onto Munger Road.
 - c) Extending the proposed road length provides a better use of the existing land and a better layout for the proposed large residential lots. It should be noted that the existing R-1 zoning allows a minimum lot size of 0.75 acres which would allow several more residences on this property than requested by Sauter. However, Sauter is only planning to construct a total of 6 homes on the 17+ acres which results in an average density of over 2.8 acres per lot.
 - d) The Fire Chief has noted that the proposed road length meets the Ypsilanti Twp Fire Code with the water main extension and fire hydrant as proposed.

2. Variance to Ordinance No. 2003-311 3-4-03 Chapter 47 of the Private Road Ordinance Section 47-28.1(a) to allow a single driveway to serve two single family residences within a 66' wide private easement and waive the lot frontage requirements for the land-locked property.

- a) The second variance requested is for extending an access drive to the two currently land-locked, existing parcels adjacent on the east side of the Sauter property owned by Bullock.
- b) The planner and Fire Marshal requested a single common driveway within a 66' wide easement to serve these proposed two homes constructed with sufficient strength to support fire equipment and rescue vehicles with a T-type turn-around at the east property end, as shown on the plan.
- c) The proposed driveway extension allows for an efficient access to the Bullock proposed homes. Mr. Sauter and Mr. Bullock have cooperated in working to provide access to these two existing land-locked parcels through the Sauter property to the Bullock property.
- d) Constructing one driveway to serve the two Bullock parcels also preserves many existing trees on the Sauter site.

Both property owners are in agreement on the above variance requests. Construction and long term maintenance of the private road and the driveway extension will be included in the private road maintenance agreement to be recorded for the properties.

Attached please find a layout plan showing the proposed Sauter private road layout at 780 feet with the proposed 66' driveway access easement to the Bullock property. The plan shows the four (4) land divisions currently available on the Sauter property, as reviewed by the Ypsilanti Assessor's office.

As requested by Ypsilanti Twp Sauter and Bullock are willing to limit the total number of homes to be constructed on their property to 8 total (2 on Bullock and 6 on Sauter). A DRAFT deed restriction is attached to this letter for review. Once approved by Ypsilanti Twp, the deed restriction will be recorded at the time of the land division approvals after the road design has been approved for construction.

In addition, we are attaching a Project Narrative & Future Development Plan to address the Owner's long term plan for developing this property.

Karen Lovejoy Roe, Ypsi Twp Clerk / Sauter Private Road Variance Request

1 October 2019

Page Three

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

Sincerely,
Engineering Technologies Corporation

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

Kenneth Cousino
President

Encl: Sauter Private Road Extension Four (4) Lot Layout Plan with Bullock Access Easement
DRAFT Deed Restriction
Project Narrative & Future Development Plan w/Future Layout
Draft Private Road Maintenance Agreement
Letter from John & Jan Sauter
Letter from Jeffrey Bullock w/ attachments

Cc: John Sauter, Property Owner
Jeffrey Bullock, Adjacent Property Owner

CONTINGENT JOINT DEED RESTRICTION

DRAFT 10/2/19

Contingent upon approval by Ypsilanti Township of

- the length variance for the proposed approximate 780 foot length of Arundel Way, a private road serving the Sauter parcels Tax ID No's: K-11-30-300-001 & 022 and the Bullock parcels Tax ID No's: K-11-30-300-032 & 033
- the proposed construction plans for Arundel Way
- the joint driveway variance for the proposed 12' wide shared driveway to serve the Bullock parcels

the undersigned property owners, John Sauter and Jeffery & Kimberly Bullock, mutually agree and covenant that:

- the proposed private road, Arundel Way, shall only serve six (6) homes on the aforementioned Sauter properties and two (2) homes on the aforementioned Bullock properties.
- the proposed 12' wide shared driveway will serve the two residences on the Bullock properties.
- these restrictions will run with the land constituting the parcels previously identified above for the Sauter and Bullock properties, and will burden and benefit such land.

John Sauter, Property Owner

Jeffery Bullock, Property Owner

Kimberly Bullock, Property Owner

1 Oct 19

Sauter / Arundel Way Private Road Development
Parcels K-11-30-300-001 & 022

PROJECT NARRATIVE & FUTURE DEVELOPMENT PLAN

John Sauter recently purchased approximately 17 acres of land fronting on the east side of Munger Road in Ypsilanti Township that is zoned R-1. Under the rules of the State of Michigan Land Division Act and the Ypsilanti Twp Land Division Ordinance, the Sauter land currently has four (4) land divisions available with an additional two land divisions available in the future.

A private road is proposed to be constructed from Munger Road under the jurisdiction of the Washtenaw County Road Commission (WCRC) and extend 780 feet east to provide sufficient frontage to provide access to the six (6) homes ultimately planned on the Sauter Property.

East of the Sauter property are two (2) ten-acre parcels of land owned by Jeffrey Bullock zoned R-1, which are essentially land-locked. It is proposed that the Bullock parcels be served by a joint driveway for a maximum of two (2) homes on the Bullock property.

Since the Bullock property currently has five (5) land divisions available and will only build two homes, it may be possible that two small portions of land could be sold by Bullock to Sauter which, when added to the Sauter land, would allow Sauter to construct the final two homes in accordance with the Land Division Act. All parcels are proposed to meet the Ypsilanti Twp R-1 zoning requirements.

The Ypsilanti Township Private Road Ordinance provides construction standards for the private road construction and the WCRC provides construction standards for the approach onto Munger Road and all work in the Munger Road right-of-way. Neither the Ypsilanti Twp Private Road Ordinance nor the WCRC standards limit on the number of lots served by a private road. However, the Ypsilanti Twp Private Road Ordinance does require that private roads that will serve more than 5 lots must be paved in accordance with the Twp standards. Arundel Way is proposed to be paved since it is intended to serve more than 5 homes.

Ypsilanti Township R-1 Residential Zoning

	Minimum Required	Provided
Lot Area	32,500 sf / 0.75 ac	1.63 ac to 4.32 ac
Lot Width	100 ft	100 ft
Setbacks:		
Front:	25 feet	25 feet
Side:	12' min / 25' total	12' min / 25' total
Rear:	35 feet	35 feet

In addition to the proposed private road, an 8" dia water main is proposed to be constructed from the existing 12" water main in the Munger ROW under the jurisdiction of the Ypsilanti Community Utilities Authority to extend 600 feet onto the property with a hydrant provided for fire protection to all lots on the Sauter and Bullock properties.

July 9, 2019

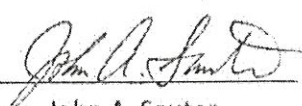
Charlotte M. Wilson, AICP
Planning and Development Coordinator
Office of Community Standards
Tilden R. Stumbo Civic Center
7200 South Huron River Drive
Ypsilanti, Michigan 48197

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

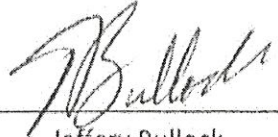
As requested by the Ypsilanti Twp staff and consultants, we, the property Owners of the proposed parcels to be served by the proposed Arundel Way private road, are hereby re-submitting the original Private Road Application with the added signature of Jeffery Bullock. As also requested, we two adjacent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

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

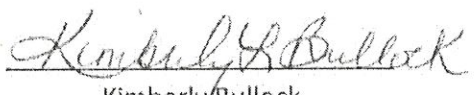
Sincerely,



John A. Sauter
Property Owner



Jeffery Bullock
Property Owner



Kimberly Bullock
Property Owner

Encl: DRAFT Private Road Maintenance Agreement

PRIVATE ROAD MAINTENANCE AGREEMENT

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

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

Recitals

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

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

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

WHEREAS, Sauter is developing the land described in Attachment A into 6 buildable lots; and

WHEREAS, Bullock's land described in Attachment B contains 2 buildable lots; and

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

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

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

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

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

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

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

contract for the purchase of a lot, agrees and shall be deemed to covenant and agree to pay to the Association, when due, the assessments described above, regardless of whether or not such covenant shall be expressed in such owner's instrument of conveyance or land contract.

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

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

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

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

7. Notwithstanding anything contained herein to the contrary, for as long as Sauter lives (and whether or not he owns at least one residential parcel benefitting from this Private Road Easement and/or the Private Utilities Easement), Sauter reserves to himself the sole right to expand the membership in this Agreement to include additional private road or driveway easements connecting to this private road in accordance with the Ypsilanti Twp ordinances on property adjacent to the land described in the Attachments. All such additional properties shall

participate in this agreement on an equal share basis, as described above. During this time, no consent to such amendment shall be required from any subsequent owner of any portion of the project. During this time, no other properties shall connect to this private road without the express written agreement of Sauter and no other party shall have the right to allow adjacent properties to connect to this private road easement.

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

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

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

By: _____
John Sauter, Property Owner Parcels 1 & 2

By: _____
Jeffery Bullock, Property Owner Parcels 3 & 4

By: _____
Kimberly Bullock, Property Owner Parcels 3 & 4

ATTACHMENT A

LEGAL DESCRIPTION. OF SAUTER PROPERTIES

ATTACHMENT B

LEGAL DESCRIPTIONS OF BULLOCK PROPERTIES

ATTACHMENT C

LEGAL DESCRIPTION OF PRIVATE ROAD and PRIVATE UTILITIES EASEMENTS

- a) Access to the properties described in Attachments A & B commencing from the Munger Road public right-of-way is described as follows:
- b) Easement areas for the Private Utilities within the properties described in Attachments A & B are described as follows:

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

RECEIVED
BY CM
MAR 13 2019

PRIVATE ROAD APPLICATION

YPSILANTI TOWNSHIP
005

I. PROJECT LOCATION

Address: 6501 W. 575 Menger Rd City: Ypsilanti Twp State: MI Zip: 48197
Parcel ID #: K-11-30-300-022 Zoning: R1 Lot Number: N/A Subdivision: N/A
K-11-30-300-001

II. APPLICANT INFORMATION

Applicant: John Sauter Phone: 734-904-2813
Address: 1515 Patricia City: Ann Arbor State: MI Zip: 48103
Fax: _____ Email: jsauter@gmail.com
Engineer/Architect: Firm: Engineering Technologies Individual: _____
Address: 802 Phoenix Dr City: Ann Arbor State: MI Zip: 48108
Phone: 734-944-2020 Fax: 734-868-3524 Email: mcusson@etinc.com

III. FEES

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

IV. APPLICANT SIGNATURE

The following are provided with the application:

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

[Signature]
Applicant Signature

JOHN A SAUTER 3-13-19
Print Name Date

[Signature]
Jeffery Bullock

Jeffery Bullock 7-11-19
Date

May 10, 2019

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

RE: Sauter Private Road Variance Request
Parcels K-11-30-300-001 & 022

Thank-you for your consideration of this variance. A little background on our project. Jan and I are private individuals who are interested in purchasing this property so we can build a retirement home for ourselves. We are also joined by our three sons and their families (12 grandkids!) who much to our surprise all decided they also wanted to build with us. We found this lovely property for sale in your township and are very excited about building in your community. Admittedly it has been a much longer process than I envisioned (we started working on this back in September, 2018), but everyone involved is still eager to see it through to completion.

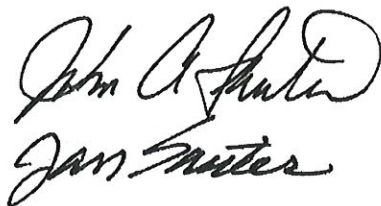
Jeff Bullock and I have had many conversations over these past months. He is interested in gaining access to his property and has a letter from the Board stating that when he bought the property they would approve two homes for his parcels with access over a single 22' wide easement. With subsequent developments in the area, our lot is now the closest and most sensible access to his property. We are willing to grant him access through a 66' wide easement that ETC has outlined in their letter. In turn we will enter into an arrangement such that any future owners of lots Bullock may create accessing our road would be a part of the Road Maintenance Agreement that we will create and record for the lots we are developing with our sons.

We believe this arrangement serves everyone's interests: the township's need to honor the agreement they made with Bullock when he purchased the land, Bullock's need for access to his property, and our desire to be as helpful as we can to support the township and, hopefully in exchange, their willingness to grant us a variance on the road length we are proposing.

We are hopeful that the variances that our engineering firm, ETC, has recommended will meet with your approval.

We look forward to being future residents in your community and are eager to find ways to make this arrangement work for everyone in a most equitable manner.

Sincerely

The image shows two handwritten signatures in black ink. The top signature is 'John A. Sauter' and the bottom signature is 'Jan Sauter'. Both are written in a cursive, flowing style.

John and Jan Sauter

Jeffery Bullock
6800 Apple Hill Drive
Ypsilanti, MI 48197

May10, 2019

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

Re: Background of Bullock's Munger Road Property

Dear Ms. Roe:

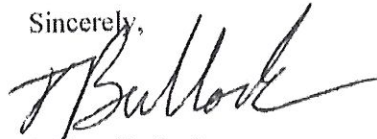
This letter is to inform the Township Board the history of our vacant property off of Munger Road. We purchased this land from Mr. T.R. Stumbo in 2002. We were told before purchasing the parcels that there was a possible easement for access to Munger Road. The mortgage survey completed at the time stated that the easement was not recorded properly. Therefore, we would not be able to have access to Munger Road from the vacant land.

The easement that does exist is a 66 foot wide area all the way to Textile Road. This easement eventually ends on top of Tyrone Drive. Since that time the Aspen Ridge subdivision was built between our easement and Munger Road. If we were to use this easement, we would surely upset many of our neighbors in the subdivision and other property owners. We do not want to cause any problems if we can help it.

It is important to note that in 1984 the Township Board approved these parcels for two houses with 80 feet of frontage on a 22 foot wide private road. The approval letter from the Township Board is enclosed.

The natural solution to this easement problem is to find another way to access our property. In order to prevent issues related to the Aspen Ridge subdivision, the proposed Sauter Drive in conjunction with the proposed driveway easements to our vacant land would solve this problem. We are happy to work with the Sauters on this project to make our community a better place for all.

Sincerely,



Jeffery Bullock

ENCLOSURES (2)

YPSILANTI TOWNSHIP

ZONING BOARD OF APPEALS

YPSILANTI TOWNSHIP CIVIC CENTER • 7200 SOUTH HURON RIVER DRIVE • YPSILANTI, MICHIGAN 48197

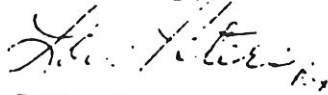
August 16, 1984

Mr. T.R. Stumbo
1720 Grove Road
Ypsilanti, MI 48197

Dear Mr. Stumbo:

At its regular meeting on August 15, 1984, your request for variance of the 80' frontage requirement down to 22' to allow a private easement to two, 10-acre parcels for the purpose of building ONE residence on EACH parcel on property known as YP.30-8 was approved.

Sincerely,

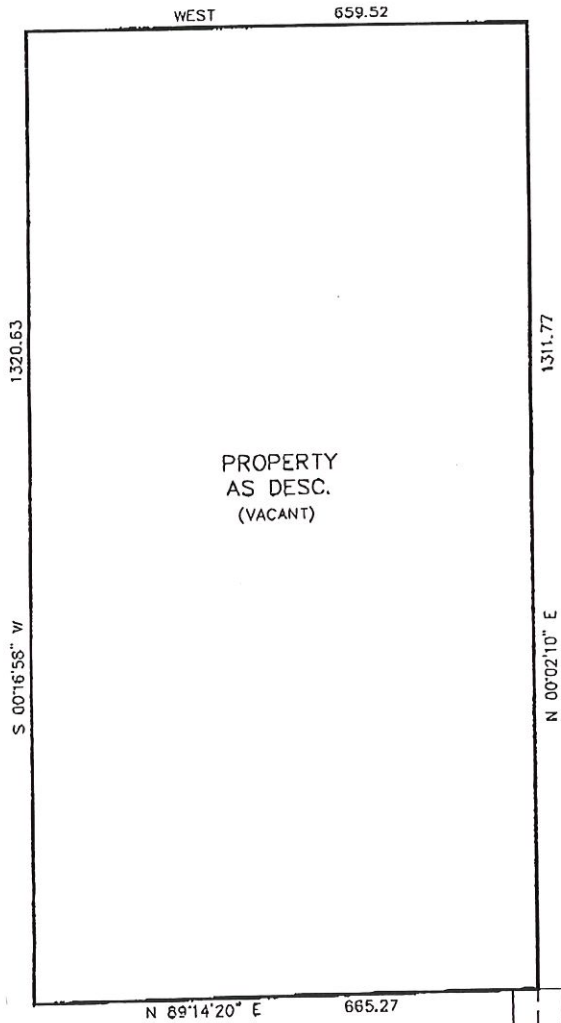


Lois Peters, Secretary
Zoning Board of Appeals

LP/bj

cc: Wm. J. Bradley
Richard Spencer

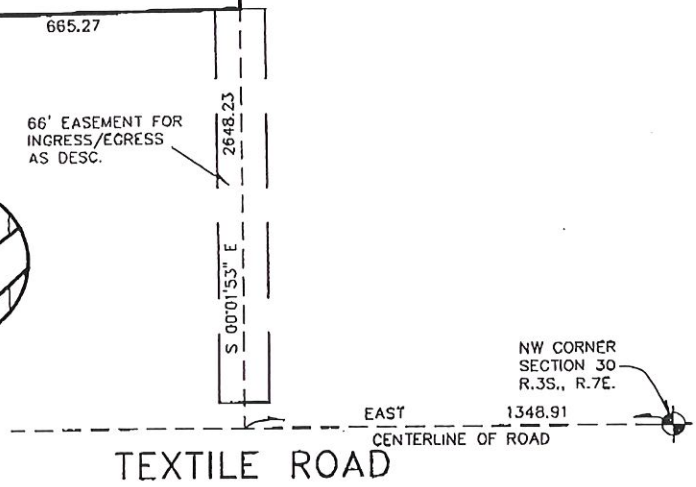
MORTGAGE SURVEY



Certified to: REACH, RANNEY, AND CARPENTER
 Applicant: JEFFERY AND KIMBERLY BULLOCK
 Property Description:
 SEE PAGE 2 OF 2



66' EASEMENT FOR INGRESS/EGRESS AS DESC.



CERTIFICATE: We hereby certify that we have surveyed the above-described property in accordance with the description furnished for the purpose of a mortgage loan to be made by the forementioned applicants, mortgagor, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property heretofore described, except as shown. This survey is not to be used for the purpose of establishing property lines, nor for construction purposes, no stakes having been set at any of the boundary corners.

A. R. Schnader P.E.

JOB NO: 02-62298 SCALE: 1"=200'
 DATE: 05-10-02 DR BY: DRU/SLD/MLB

KEM-TEC
 LAND SURVEYORS
 22556 Gratiot Avenue
 Eastpointe, MI 48021-2319
 (810) 772-2222
 FAX: (810) 772-4048

KEM-TEC WEST
 LAND SURVEYORS
 800 E. STADIUM
 Ann Arbor, MI 48104-4355
 (734) 994-0888 * (800) 433-6133
 FAX: (734) 994-0887



MORTGAGE SURVEY

Certified to: REACH, RANNEY, AND CARPENTER

Applicant: JEFFERY AND KIMBERLY BULLOCK

Property Description:

Land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

Part of the Southwest 1/4 of Section 30, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, and being described as: Beginning at a point on the East and West 1/4 lines of said Section 30, said point being East 1348.91 feet along the North line of said Section 30 and South 00 degrees 01 minutes 53 seconds East 2648.23 feet from the Northwest corner of said Section 30; thence North 89 degrees 14 minutes 20 seconds East along said East and West 1/4 line 665.27 feet to a point; thence South 00 degrees 16 minutes 58 seconds West 1320.63 feet to a point; thence West 659.52 feet to a point; thence North 00 degrees 02 minutes 10 seconds East 1311.77 feet to the Point of Beginning.

Also an easement described as: Commencing at the Northwest corner of Section 30, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan; thence East along the North line of said Section and the centerline of Textile Road 1381.91 feet; thence South 00 degrees 01 minutes 53 seconds East 33.0 feet for a Place of Beginning; thence continuing South 00 degrees 01 minutes 53 seconds East 2615.23 feet to the East and West quarter line of said Section; thence South 89 degrees 14 minutes 20 seconds West 33.0 feet; thence North 89 degrees 57 minutes West 33.00 feet; thence North 00 degrees 01 minutes 53 seconds West 2615.23 feet; thence East parallel to the North line of said Section 66.0 feet to the Place of Beginning. Being a part of the Northwest quarter of Section 30, Town 3 South, Range 7 East, Washtenaw County, Michigan.

CERTIFICATE: We hereby certify that we have surveyed the above-described property in accordance with the description furnished for the purpose of a mortgage loan to be made by the forementioned applicants, mortgagor, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property heretofore described, except as shown. This survey is not to be used for the purpose of establishing property lines, nor for construction purposes, no stakes having been set at any of the boundary corners.

J. R. Schader P.E.

JOB NO: 02-62298 SCALE: 1"=200'
DATE: 05-10-02 DR BY: DRU/SLD/MLB

KEM-TEC
LAND SURVEYORS

22556 Grelot Avenue
Eastpointe, MI 48021-2319
(810) 772-2222
FAX: (810) 772-4048



KEM-TEC WEST
LAND SURVEYORS

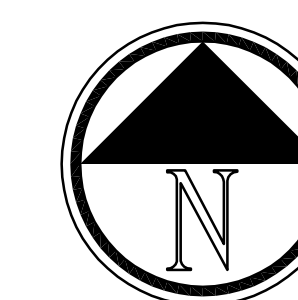
800 E. STADIUM
Ann Arbor, MI 48104-4355
(734) 994-0888 * (800) 433-6133
FAX: (734) 994-0667

SAUTER FAMILY DEVELOPMENT

ARUNDEL WAY PRIVATE ROAD

OWNER:
JOHN SAUTER
 1515 PATRICIA AVE.
 ANN ARBOR, MI 48103
 PH: (734) 904-2313
 jasauter@gmail.com

ENGINEER:
ENGINEERING TECHNOLOGIES CORPORATION
 802 PHOENIX DRIVE
 ANN ARBOR, MI 48108
 TEL: (734) 944-2020
 FAX: (734) 868-3824
 MCOUSINO@ETCINC.COM
 WWW.ETCINC.COM



SCALE: 1"=80'

DESIGNER: KPC
 DRAWN BY: ETC
 PROJECT: SAUTER FAMILY
 PATH NAME: Sauter Family Site 2018
 X-REFS: LIST ALL XREFS

REVISIONS:

NO.	DESCRIPTION	DATE

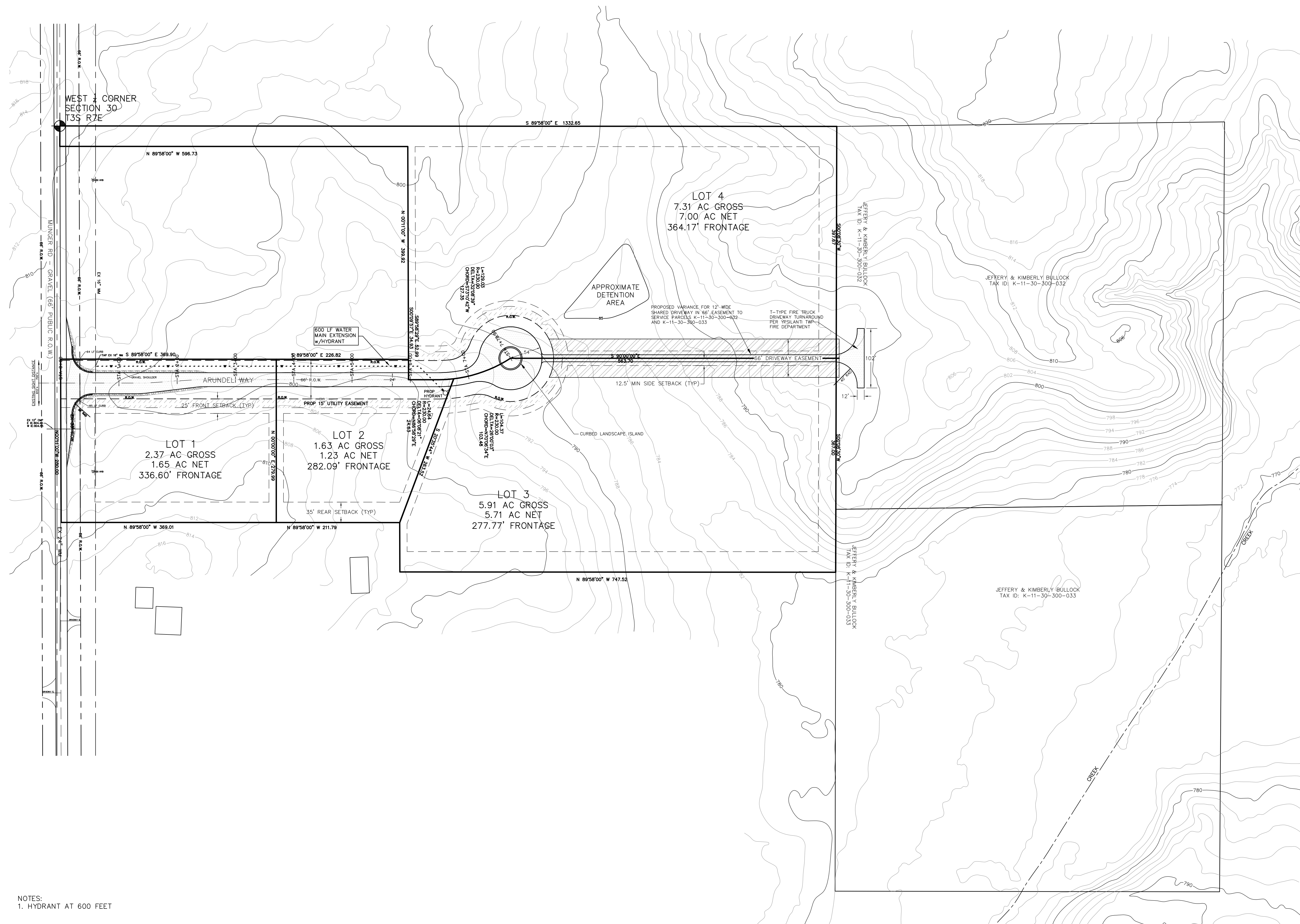
DRAWING TITLE:
VARIANCE PLAN

DATE:
10 OCTOBER 2019

SHEET NO.:

1

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NOTES:
 1. HYDRANT AT 600 FEET

BEFORE YOU DIG
 CALL MISS DIG
 800-482-7171

SAUTER FAMILY DEVELOPMENT

ARUNDEL WAY PRIVATE ROAD

OWNER:
JOHN SAUTER
 1515 PATRICIA AVE.
 ANN ARBOR, MI 48103
 PH: (734) 904-2313
 jasauter@gmail.com

ENGINEER:
ENGINEERING TECHNOLOGIES CORPORATION
 802 PHOENIX DRIVE
 ANN ARBOR, MI 48108
 TEL: (734) 944-2020
 FAX: (734) 868-3824
 MCOUSINO@ETCINC.COM
 WWW.ETCINC.COM



SCALE: 1"=80'

DESIGNER: KPC
 DRAWN BY: ETC
 PROJECT: SAUTER FAMILY
 PATH NAME: Sauter Family Site 2018
 X-REFS: LIST ALL XREFS

REVISIONS:

NO.	DESCRIPTION	DATE

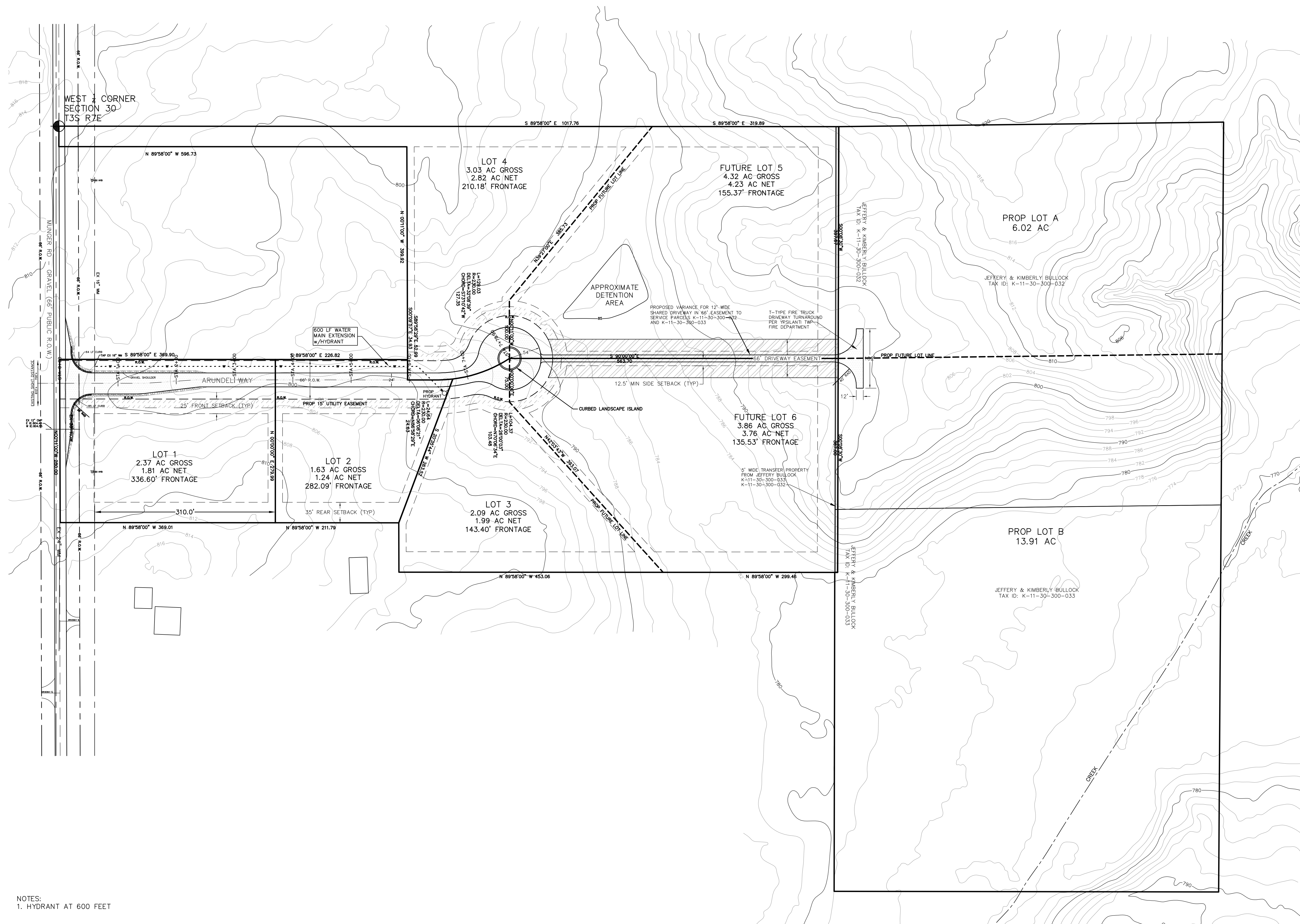
DRAWING TITLE:
FUTURE DEVELOPMENT PLAN

DATE:
10 OCTOBER 2019

SHEET NO.:

2

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 copyright



BEFORE YOU DIG
 CALL MISS DIG
 800-482-7171

October 25, 2019

Ms. Charlotte Wilson
Planning & Development Coordinator
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: **Sauter Family – Private Road**
Private Road Variance Review

Dear Ms. Wilson:

We have completed our latest private road variance review for the above referenced project with plans dated October 10, 2019 and were received by OHM Advisors on October 16, 2019. From an engineering perspective we take no exception to the two (2) following proposed variances being requested:

1. Variance to Ordinance No. 97-174. Section 40, 12-16-97 Chapter 47 of the Private Road Ordinance Section 47-29(i) to allow a single access private road 780 feet long.
2. Variance to Ordinance No.2003-311 3-4-03 Chapter 47 of the Private Road Ordinance Section 47-28.1(a) to allow a single paved driveway to serve two single family residences within a 66' wide private easement and waive the lot frontage requirements for the landlocked property.

Please note that a full detailed engineering review will need to still be submitted and applicable permits will need to be obtained prior to construction. A brief description of the project has been provided below (Section A), followed by a summary of anticipated permits and approvals needed prior to construction (Section B).

A. **PROJECT AND SITE DESCRIPTION**

The existing site is located at 6501 and 6575 Munger Road. The applicant is currently proposing four (4) land divisions, as well as a private road, and an additional future split for a total of six (6) parcels. The site plan was previously reviewed on April 22, 2019 as a preliminary site plan review. Since that submission, the applicant is proposing to extend their original road, as a shared driveway, to traverse through the eastern property line. This will connect the applicant's eastern neighbors (Jeffery and Kimberly Bullock) to Munger Road via the Sauter Family private road access.

B. **ANTICIPATED PERMITS & APPROVALS NEEDED PRIOR TO CONSTRUCTION**

As presented in our April 22, 2019 site plan review letter, outside agency reviews and permits will be required for the project prior to commencing construction; however, these permits, and approvals have no effect on the two (2) variances requested. The applicant shall review previous comments issued and contact this office prior to an engineering review submittal. Copies of any correspondence between the applicant and the review agencies, as well as the permit or waiver, shall be sent to both the Township and OHM Advisors (email: elliott.smith@ohm-advisors.com).



Should you have any questions regarding this matter, please contact this office at (734) 466-4580.

Sincerely,
OHM Advisors

Matthew D. Parks, P.E.

Elliot R. Smith

MDP/ERS/ljm

cc: Mike Radzik, Township Community Standards Director
Brenda Stumbo, Township Supervisor
Karen Lovejoy Roe, Township Clerk
Larry Doe, Township Treasurer
Tammie Keen, Township Deputy Supervisor
Lisa Stanfield, Township Deputy Clerk
Nancy Wrybkowski, Township Community Standards Executive Coordinator
Doug Winters, Township Attorney
Ken Cousino, Engineering Technologies Corporation
Brendan Cousino, Engineering Technologies Corporation
John Sauter, Developer/Purchaser, 1515 Patricia Ave., Ann Arbor, MI 48103
File

P:\0000_0100\SITE_YpsilantiTwp\2018\0098181130_Private Road - Sauter Family\MUNI\01_SITE\Preliminary Variance Review_Review #4\Private Road_Variance_Review_Letter_Final.docx

Zimbra

cwilson@ytown.org

RE: Private Road Variances - SPR #4 - Sauter/Bullock Family

From : Scott Westover <SWestover@ycua.org>
Subject : RE: Private Road Variances - SPR #4 - Sauter/Bullock Family
To : Charlotte Wilson <cwilson@ytown.org>
Cc : Michael Radzik <mrادzik@ytown.org>

Fri, Oct 25, 2019 12:50 PM

2 attachments

It looks like it is back to the original, with a water main that satisfies YCUA standards.

Lots 1, 2, 3 and 4 will have access to connect to the water main. The parcels east of lots 3 and 4 will not have access to connect to the water main.

Let me know if there are any questions.

SCOTT WESTOVER | Engineering Manager
Telephone: (734) 484-4600 ext. 220 | Facsimile: (734) 484-3369
swestover@ycua.org

Ypsilanti Community Utilities Authority
2777 State Road | Ypsilanti, Michigan USA 48198-9112
www.ycua.org

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From: Charlotte Wilson [mailto:cwilson@ytown.org]
Sent: Friday, October 25, 2019 10:59 AM
To: Scott Westover <SWestover@ycua.org>
Cc: Michael Radzik <mrادzik@ytown.org>
Subject: Re: Private Road Variances - SPR #4 - Sauter/Bullock Family

Good morning Scott,

I know you and Mike spoke about the subject project. Do you have a written review to provide?

Thank you,
Charlotte M. Wilson, AICP
Planning and Development Coordinator

Office of Community Standards
734-485-3943
Tilden R. Stumbo Civic Center
7200 S. Huron River Dr.
Ypsilanti, MI 48197

From: "Charlotte Wilson" <cwilson@ytown.org>
To: "Elliot Smith" <Elliot.Smith@ohm-advisors.com>, "Matt Parks" <matt.parks@ohm-advisors.com>, "Benjamin Carlisle" <bcarlisle@cwaplan.com>, "Megan Masson-Minock" <mmasson-minock@cwaplan.com>, "Brian McCleery" <bmcclery@ytown.org>, "Doug/Dennis Winters/McLain" <mcwinlaw@gmail.com>, "Jeff Castro" <JCastro@ycua.org>, "Scott Westover" <SWestover@ycua.org>, "Daniel Kimball" <dkimball@ytown.org>, "Eric R. Copeland" <ecopeland@ytown.org>
Cc: "Michael Radzik" <mrادzik@ytown.org>, "Karen Lovejoy Roe" <klovejoyroe@ytown.org>, "Lisa Stanfield" <Istanfield@ytown.org>
Sent: Wednesday, October 16, 2019 11:30:27 AM
Subject: Private Road Variances - SPR #4 - Sauter/Bullock Family

Good morning,

The Sauter/Bullock private road variances application is complete and ready for pick-up/distribution.

Please reply as soon as possible to let me know if you are able to complete a review by **Wednesday, October 23 (one-week from today)**.

Thank you,
Charlotte M. Wilson, AICP
Planning and Development Coordinator

Office of Community Standards
734-485-3943
Tilden R. Stumbo Civic Center
7200 S. Huron River Dr.
Ypsilanti, MI 48197



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CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

BUREAU OF FIRE PREVENTION

222 South Ford Boulevard, Ypsilanti, MI 48198



October 25, 2019

Charlotte Wilson, Township Planner
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Preliminary (non-residential) Site Plan Review #4
Project Name: Private Road – Sauter Family
Project Location: 6501 – 6575 Munger Road
Plan Date: 7/12/2019
Project Number:
Applicable Codes: IFC 2012
Contractor: Engineering Technologies Corporation
Contractor Address: 802 Phoenix Drive Ann Arbor, MI 48108

Status of Review

Status of review: Approved as Submitted

IFC 2012 section B105.1 One- and two-family dwellings.

The minimum fire-flow and flow duration requirements for one- and two-family dwellings having a fire-flow calculation area that does not exceed 3,600 square feet (344.5 m²) shall be 1,000 gallons per minute (3785.4 L/min) for 1 hour. Fire-flow and flow duration for dwellings having a fire-flow calculation area in excess of 3,600 square feet (344.5m²) shall not be less than that specified in Table B105.1.

IFC 2012 C105.1 Hydrant spacing.

The average spacing between fire hydrants shall not exceed that listed in Table C105.1

TABLE C105.1

NUMBER AND DISTRIBUTION OF FIRE HYDRANTS

Fire Flow Requirements GPM	Minimum Number of Hydrants	Average Spacing Between Hydrants (FEET)	Maximum Distance from any Point on Street or Road
1,750 or less	1	500	250

Comments: According to the IFC 2012, hydrants shall be spaced along roads, either public or private, at 500 foot intervals. Between two nearby hydrants, intervals are calculated along the centerline of the road. The proposed plan set requires an additional hydrant between the existing Munger Road hydrant and the proposed hydrant at STA 6+60; however, the Authority Having Jurisdiction (AHJ) will allow a variance for the single hydrant at STA 6+60.

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IFC 2012 503.1.1 Buildings and facilities.

Approved fire apparatus **access roads** shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

IFC 2012 507.5.1 Where required.

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

In order to protect lives and property, I recommend the installation of NFPA 13 D automatic sprinkler systems in those houses that exceed 150 feet from an approved access road and/or exceed 400 feet distance from nearest hydrant.

Respectfully submitted,



Dan Kimball, Fire Marshal
Charter Township of Ypsilanti Fire Department
CFPS, CFI II, CFPE

COUNTY OF WASHTENAW, MICHIGAN

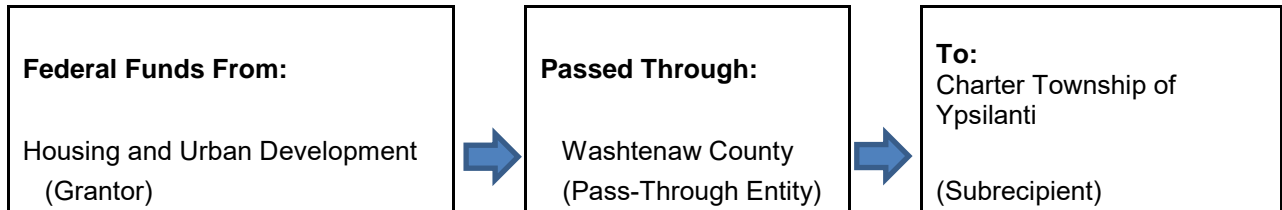
Agreement for Subaward of Federal Financial Assistance

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 **18th day of October, 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, **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 Continuum of Care 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)	\$29,659.00 - B-17-UC-26-006 \$192,678.00 - 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)	2017 – October 19, 2017 2019 – July 23, 2019
Subaward Period of Performance (start and end date)	10/18/2019 - 10/17/2020
Amount of Federal Funds Obligated by this Agreement	

Total Amount of Federal Funds Obligated to the Subrecipient	\$222,337.00
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 construction costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark in the Charter Township of Ypsilanti.
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14 218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	Not applicable

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

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

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

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

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Washtenaw Urban County 2019 CDBG funds for the eligible construction costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark in the Charter Township of Ypsilanti. Project 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 2017 and 2019 Urban County CDBG funding, **not to exceed Two Hundred Twenty Two Thousand Three Hundred and Thirty Seven Dollars and Zero Cents (\$222,337.00)**, in accordance with the budget in Attachment B.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

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

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

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

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

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

ARTICLE IV - REPORTING OF SUBRECIPIENT

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

Section 2 - The Subrecipient shall submit financial reports **as requested** to the OCED Senior Fiscal Assistant. The Subrecipient shall submit programmatic reports **as requested** to CDBG Management Analyst.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in

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

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

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

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

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

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

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

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

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

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

ARTICLE V - TERM

This contract begins on the date of this agreement and ends on **October 17, 2020** *with an option to extend for (1) additional one (1) year period.* No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

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

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

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

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

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

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

ARTICLE VII – SUSPENSION OF FUNDING

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

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

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

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

ARTICLE VIII- PERSONNEL

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

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

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

ARTICLE IX-INDEPENDENT CONTRACTOR

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

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

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

ARTICLE X - INDEMNIFICATION AGREEMENT

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

ARTICLE XI- INSURANCE REQUIREMENTS

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

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

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

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: **INSERT DEPARTMENT, ADDRESS, CITY, STATE & ZIP CODE AND Contract # _____**, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

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

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper

licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

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

ARTICLE XIV - CONTINGENT FEES

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

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$13.61 per hour with benefits or \$15.18 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, 2020 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

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

ARTICLE XVIII - TERMINATION OF AGREEMENT

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

ARTICLE XIX - EQUAL ACCESS

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

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XXI - PAYROLL TAXES

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

ARTICLE XXII - PRACTICE AND ETHICS

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

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

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

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

ARTICLE XXIV - CHOICE OF LAW AND FORUM

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

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

ARTICLE XXV - EXTENT OF AGREEMENT

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

ARTICLE XXVI – PRIVACY / THIRD PARTIES

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

ARTICLE XXVII - SEVERABILITY

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

ARTICLE XXVIII - NOTICES

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

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

ATTESTED TO: WASHTENAW COUNTY (Pass-Through Entity)

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT: Charter Township of Ypsilanti (Subrecipient)

By: _____
Teresa Gillotti (DATE)
Director

By: _____
Brenda Stumbo (DATE)
Township Supervisor

APPROVED AS TO FORM:

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

By: _____
Karen Lovejoy Roe (DATE)
Township Clerk

STANDARD ASSURANCES - CONSTRUCTION PROGRAMS

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

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

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

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Signature of Subrecipient's Authorized Representative

Title of Subrecipient's Authorized Representative

Name of Subrecipient Organization

Date Submitted

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

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-

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

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.

- (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;

Name of Subrecipient Organization

- (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).

Printed Name and Title of Subrecipient's Authorized Representative

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:

Signature of Subrecipient's Authorized Representative

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

Date

Subrecipient Audit Certification

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

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

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

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

(Check appropriate box):

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

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

Signature of Subrecipient's Authorized Representative

Date

For Washtenaw County Use Only

Reviewed By: _____

Date: _____

--

ATTACHMENT A- SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE

NARRATIVE DESCRIPTION/ SCOPE OF WORK:

WASHTENAW COUNTY will contract with the **TOWNSHIP** for the eligible construction costs associated with the Ypsilanti Township Community Center flooring project located at 2025 E. Clark in the Charter Township of Ypsilanti. Project involves installation of approximately 6,525 square feet of new floor tiles where the existing flooring is in poor condition and poses safety concerns. These activities will be paid for with 2019 CDBG funding in accordance with the budget in Attachment B.

PROJECT TIMELINE:

A competitive request for proposals was issued, and the bid opening was held on October 30, 2019, to culminate in the selection of a contractor to perform the Ypsilanti Township Community Center flooring replacement project. **See Attachment C for the bid tab from October 30th bid opening.** It is anticipated that the Township will award a bid in early November for construction from December 20, 2019 – January 5, 2020 to align with the Center's winter holiday closure.

Activity	Deadline
Bid Opening	10/30/2019
Charter Township of Ypsilanti will award contract to most responsible and responsive bidder.	11/5/2019
Pre-Construction meeting	By no later than 11/12/19
Contractor and Township to complete Section 3 Plan; contractor to submit all required CDBG paperwork.	11/5/2019 – 12/13/2020
Contractor will begin construction.	12/20/2019 (after 8PM)
Office of Community Development will perform Davis-Bacon Interviews.	12/21/2019 – 1/5/2020
Contractor will complete construction.	1/5/2020
Charter Township of Ypsilanti will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment, original Davis-Bacon payroll forms, and Section 3 Summary Report.	3/5/2020
Project Completion Date:	3/5/2020

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 Twenty Two Thousand Three Hundred and Thirty Seven Dollars and Zero Cents (\$222,337.00)** in 2017 and 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 (2017) – Allocation	\$29,659.00
Grant Amounts CDBG (2019) – Priority Project Award	\$61,898.00
Grant Amounts CDBG (2019) – Allocation	\$130,780.00
Other Support (In-Kind)	
Status of Funds	
Total Revenues	\$222,337.00
PROGRAM EXPENSES	TOTAL
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	
Space & Related Costs	
Printing / Supplies	
Specific Assistance - scholarships	
Audit	
Program Evaluation	
Marketing	
Other – postage, communications	
Other – travel, insurance	
Other – staff development	
Other – construction	\$215,000.00
Total Expenditures	\$215,000.00



Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Fire Chief Eric Copeland

Date: October 21, 2019

Subject: Authorization to accept bid from **Al Walters Heating & Cooling** for replacing the furnace and air conditioning unit at our **20 S. Hewitt Rd. Station #3**, in the amount of \$7,605.00 budgeted in line item: #206-970-000-976.005 for CAPITAL OUTLAY – FIRE STATION – FY 2019.

The final step for replacing the furnace and air conditioning unit at our Hewitt Rd. fire station are complete. On Monday, October 21, 2019, we received five (5) sealed bids subsequently reviewed by Clerk Karen Lovejoy-Roe and witnessed by Captain Harr and Fire Chief Copeland. The secondary review of bids conducted later that afternoon are forward to you and the Board based on the following criteria:

- 1) Whether the Contractor resides within the Charter Township of Ypsilanti.
- 2) Whether the Contractor resides within Washtenaw County.
- 3) Is Bid proposal within the Capital fund (206.970-000.976.005) budget amount of \$20,000
- 4) Prevailing wage standard enforced. (10% of acceptant bid for unionized Contractors)

Attached you will find summaries of the bid proposals according to specifications.

- **Al Walters Heating & Air Conditioning, Inc., of Ypsilanti**, bid totaled \$7,605.00
- **Monroe Plumbing & Heating Co, of Monroe**, bid totaled \$9,700.00
- **Metropolitan Environmental of Farmington Hills**, bid totaled \$9,800.00
- **Allied Building Services, of Detroit**, bid totaled \$10,525.00
- **W.J. O'Neil Co., of Livonia**, bid totaled \$11,650.00

In accordance with our bid review procedures we concluded and recommend to the Charter Township of Ypsilanti Trustee Board accept **Al Walters Heating & Air Conditioning, Inc.** proposal for the replacement of furnace & A/C unit at **20 S. Hewitt Rd. Station #3**. Al Walter's bid of \$7,605.00 was below budgeted costs. Additionally Al Walters Heating & Cooling is located within the Charter Township of Ypsilanti, Washtenaw County and meets prevailing wage standards.

Respectfully, Fire Chief Eric Copeland



Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Fire Chief Eric Copeland

Date: October 21, 2019

Subject: Authorization to accept bid from **Al Walters Heating & Cooling** for replacing the furnace unit at our **Ford Blvd. Fire HQ tool room**, in the amount of \$3,405.00 budgeted in line item: #206-970-000-976.005 for CAPITAL OUTLAY – FIRE STATION – FY 2019.

The final step for replacing the furnace unit at our **Ford Blvd. Fire HQ tool room** are complete. On Monday, October 21, 2019, we received four (4) sealed bids and subsequent reviewed by Clerk Karen Lovejoy-Roe and witnessed by Captain Harr and Fire Chief Copeland. A secondary review of bids later that afternoon are forward to you and the Board based on the following criteria:

- 1) Whether the Contractor resides within the Charter Township of Ypsilanti.
- 2) Whether the Contractor resides within Washtenaw County.
- 3) Is Bid proposal within the Capital fund (206.970-000.976.005) budget amount of \$7,500.00
- 4) Prevailing wage standard enforced. (10% of acceptant bid for unionized Contractors)

Attached you will find summaries of the bid proposals according to specifications.

- **Al Walters Heating & Air Conditioning, Inc., of Ypsilanti**, bid totaled \$3,405.00
- **W.J. O’Neil Co., of Livonia**, bid totaled \$4,320.00
- **Metropolitan Environmental of Farmington Hills**, bid totaled \$4,350.00
- **Allied Building Services, of Detroit**, bid totaled \$7,140.00

In accordance with our bid review procedures we concluded and recommend to the Charter Township of Ypsilanti Trustee Board accept **Al Walters Heating & Air Conditioning, Inc.** proposal for the replacement of furnace unit located at **Ford Blvd. Fire HQ tool room**. Al Walter’s bid of \$3,405.00 was below budgeted costs. Additionally Al Walters Heating & Cooling is located within the Charter Township of Ypsilanti, Washtenaw County and meets prevailing wage standards.

Respectfully, Fire Chief Eric Copeland



Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

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: October 22, 2019

Subject: Request authorization to **REJECT BIDS** for the **Fire HQ Dormitory Bathrooms** project wherein both greatly exceeded the budgeted amount of \$45,000.

On Monday, October 21, 2019, we received two (2) sealed bids and subsequent reviewed by Clerk Karen Lovejoy-Roe and witnessed by Captain Harr and Chief Copeland. Both bid summaries follows:

- **Allied Builders Service, of Detroit**, bid totaled \$69,500.00
- **Master Maintenance, of Belleville**, bid totaled \$62,750.00 *w/o prevailing wage pricing

Due to only one of the bids included prevailing (PW) wage pricing, technically only the Allied bid met our PW standard for consideration, but if I were to add a 10% PW to Master Maintenance bid it would be \$68,825.00, meaning a transfer of funds amounting to nearly \$25,000 about 40% over-budget requirement to move forward with either Contractor.

Therefore, I would ask the Board to reject both bids for the Fire HQ bathrooms project and the Clerk's Office prepare a response letter to both bidders with consideration to restart the process in January of 2020 adjusting the specifications seeking bidders within established budget.

Respectfully, Fire Chief Eric Copeland

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #17**

October 30, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$5,075.00

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

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$5,075.00
		Net Revenues	<u><u>\$5,075.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-171-000-708.004	\$727.00
	FICA	101-171-000-715.000	\$56.00
Expenditures:	Salaries Pay Out - PTO & Sick	101-209-000-708.004	\$3,987.00
	FICA	101-209-000-715.000	\$305.00
		Net Expenditures	<u><u>\$5,075.00</u></u>

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

Total Increase \$222,337.00

Request to increase budget for the construction costs associated with the Ypsilanti TWP Community Center flooring project not to exceed \$222,337. This will be funded by a CDBG Grant funds from Washtenaw County.

Revenues:	County Grant - CDBG	212-000-000-540.000	\$222,337.00
		Net Revenues	<u><u>\$222,337.00</u></u>
Expenditures:	Capital Outlay - Community Ctr	212-970-000-976.008	\$222,337.00
		Net Expenditures	<u><u>\$222,337.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #17**

October 30, 2019

252 - HYDRO STATION FUND

Total Increase \$3,213.00

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

Revenues:	Prior Year Fund Balance	252-000-000-699.000	\$3,213.00
		Net Revenues	<u><u>\$3,213.00</u></u>
Expenditures:	Salary-Pay Out	252-252-000-708.004	\$2,984.00
	FICA&Medicare	252-252-000-715.000	\$229.00
		Net Expenditures	<u><u>\$3,213.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$1,755.00

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

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$1,755.00
		Net Revenues	<u><u>\$1,755.00</u></u>
Expenditures:	Salary-Pay Out	266-304-000-708.004	\$1,630.00
	FICA&Medicare	266-304-000-715.000	\$125.00
		Net Expenditures	<u><u>\$1,755.00</u></u>

Motion to Amend the 2019 Budget (#17)

Move to increase the General Fund budget by \$5,075 to \$11,001,226 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads General Fund budget by \$222,337 to \$2,414,735 and approve the department line item changes as outlined.

Move to increase the Hydro Fund budget by \$3,213 to \$484,213 and approve the department line item changes as outlined.

Move to increase the Law Enforcement budget by \$1,755 to \$7,835,851 and approve the department line item changes as outlined.

2020 BUDGET NARRATIVE

Fund 250 – LDFA (Local Development Finance Authority)

Revenues

Line Item	Explanation
250-000-000-402-250 – Current Tax Revenue-Captured	The 2020 revenues are based on the 2019 property tax values for the LDFA district. The captured funds are then transferred to Fund 398 – General Obligation Bonds for Seaver Farms Infrastructure to cover the bond payments for the infrastructure improvements. The Bond principal and interest payment totals \$232,460 and we will collect only \$121,664 due to the loss in personal property taxes. The balance will come from the General Obligation Bond Fund Balance.
250-000-000-664-001 – Interest Earned	This line item reflects interest earned.
250-000-000-699.000 – Appropriated Prior Year Balance	Amount in LDFA Fund Balance that we will transfer to Fund 398 to help with the payment deficiencies.

Expenditures

Line Item	Explanation
250-991-000-968-398 – Transfer to 2013 Bond Debt	This line item reflects captured funds to be transferred to Fund 398 General Obligation Bond for Seaver Farms Infrastructure to cover the bond payments for infrastructure improvements.

8/29/19

10/04/2019

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2019



GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 AMENDED BUDGET	2019 ACTIVITY THRU 09/30/19	2020 REQUESTED BUDGET
Fund 250 - LOCAL DEVELOPMENT FINANCE AUTH							
Dept 000.000							
250-000.000-402.250	CURRENT TAX REVENUE-CAPTURED	143,805	119,415	225,270	225,270	231,126	121,664
250-000.000-664.001	INTEREST EARNED	262	677	300	300	1,308	300
250-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	0	0	0	7,500
NET OF REVENUES/APPROPRIATIONS - 000.000 -		144,067	120,092	225,570	225,570	232,434	129,464
Dept 991.000 - DEBT SERVICES							
250-991.000-968.398	TRANSFER TO: 2006 BOND DEBT	217,026	119,415	225,270	225,270	225,270	129,164
NET OF REVENUES/APPROPRIATIONS - 991.000 - DEBT SERVICES		(217,026)	(119,415)	(225,270)	(225,270)	(225,270)	(129,164)
ESTIMATED REVENUES - FUND 250		144,067	120,092	225,570	225,570	232,434	129,464
APPROPRIATIONS - FUND 250		217,026	119,415	225,270	225,270	225,270	129,164
NET OF REVENUES/APPROPRIATIONS - FUND 250		(72,959)	677	300	300	7,164	300

2020 BUDGET NARRATIVE

Fund 398 – 2013 Bonds (General Obligation Bonds)

Revenues

Line Item	Explanation
398-000-000-581-250 – Transfer In: LDFA Fund	This line item reflects the amount transferred from the LDFA Fund to refund the Improvement Bonds, Series 2006 dated June 6, 2013. Bosal is the only property in the LDFA and it has been sold. From the original amount of \$3,200,000, our current balance will be \$2,070,000 on 12/31/19, \$1,885,000 on 12/31/2020 and paid off in 2029. The decrease is due to the drop in personal property taxes.
398-000-000-664-001 – Interest Earned	Figures provided by the Accounting Director.
398-000-000-699.000 – Appropriated Prior Year Balance	This line item reflects the amount that will be used from prior year fund balance to make up the payment deficiencies.

Expenditures

Line Item	Explanation
398-991-000-991-020 – Debt Repayment – Bonds/Seaver	This line item reflects our bond payment.
398-991-000-991-021 – Debt Interest – Bonds/Seaver	This line item reflects the interest payment on the bond.
398-991-000-991-023 – Bond Cost of Issuance	This line item reflects the cost of issuing bond. We need to add \$2,000 for Standard & Poor’s Annual Surveillance fee.

8/27/19

10/04/2019

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2019



GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 AMENDED BUDGET	2019 ACTIVITY THRU 09/30/19	2020 REQUESTED BUDGET
Fund 398 - DEBT 2006 BOND FUND							
Dept 000.000							
398-000.000-581.250	TRANSFER IN: FROM LDFA FUND	217,026	119,415	225,270	225,270	225,270	129,164
398-000.000-664.001	INTEREST EARNED	120	3,819	1,000	1,000	2,153	750
398-000.000-697.498	TRANSFER IN: CAP FUND SEAVER	7,714	331,156	0	0	0	0
398-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	8,570	8,570	0	105,046
NET OF REVENUES/APPROPRIATIONS - 000.000 -		224,860	454,390	234,840	234,840	227,423	234,960
Dept 991.000 - DEBT SERVICES							
398-991.000-991.020	DEBT REPAYMENT- BONDS-SEAVER	170,000	175,000	180,000	180,000	180,000	185,000
398-991.000-991.021	DEBT INTEREST BONDS-SEAVER	60,240	56,100	51,840	51,840	51,840	47,460
398-991.000-991.023	BOND COST OF ISSUANCE	250	450	3,000	3,000	450	2,500
NET OF REVENUES/APPROPRIATIONS - 991.000 - DEBT SERVICES		(230,490)	(231,550)	(234,840)	(234,840)	(232,290)	(234,960)
ESTIMATED REVENUES - FUND 398		224,860	454,390	234,840	234,840	227,423	234,960
APPROPRIATIONS - FUND 398		230,490	231,550	234,840	234,840	232,290	234,960
NET OF REVENUES/APPROPRIATIONS - FUND 398		(5,630)	222,840	0	0	(4,867)	0

137 – Due Process

Expenditures

Line Item	Explanation
101-137-000-801-014 – Legal Services Prosecution	Due to a Public Defender’s Office being located in the 14B Court, we need to budget additional funds for trials. We are estimating a 15% increase in 2020.
101-137-000-801-020 – Legal Services-Domestic Violence	Recommended to increase by 15% due to Washtenaw County Indigent Defense locating in the 14B District Court.

8/5/19

10/04/2019

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2019

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GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 AMENDED BUDGET	2019 ACTIVITY THRU 09/30/19	2020 REQUESTED BUDGET
Dept 137.000 - COURT DUE PROCESS							
101-137.000-801.014	LEGAL SERVICES PROSECUTION	151,255	184,578	190,000	190,000	129,244	218,500
101-137.000-801.020	LEGAL SERVICES - DOMESTIC VIO	132,920	161,298	165,000	165,000	109,948	189,750
NET OF REVENUES/APPROPRIATIONS - 137.000 - COURT DUE PROCESS		(284,175)	(345,876)	(355,000)	(355,000)	(239,192)	(408,250)

NARRATIVE

101-215 - Clerk

Line Item	Explanation
101-215-000-703-000 – Salaries-Elected Officials	The 2019 salary of the Clerk is \$84,235.66, determined by the Board. We would like a recommendation by October on what the salary should be for 2020. A resolution is required to be adopted annually.
101-215-000-704-000 – Appointed Officials	Election expenses for three elections in 2020. The Clerk has more detail on this cost, it seems very high.
101-215-000-705-000 – Salary-Supervision	It is recommended that the Deputy Clerk's and Deputy Director of Election salaries be increased by 2.5% in 2020. Annual salary is determined by the Board.
101-215-000-706-000 – Salary-Permanent Wages	This line item is used for the salary of two (2) full-time AFSCME Floater II/Clerk III positions. A 2.5% contractual increase is budgeted for 2020.
101-215-000-707-000 – Salary-Temporary/Seasonal	<p>The Clerk's Office requested \$70,000 in this line item but we did not put in draft budget. This can be discussed by the Board.</p> <p>There is currently a temporary employee working in this office due to one employee being on long-term leave.</p>
101-215-000-708-010 – Health Insurance Buyout	Used for health insurance buyout for employees who receive health insurance through another source.

Line Item	Explanation
101-215-000-709-000 –Overtime	Overtime expenses related to three elections in 2020. This number seems high since one position was converted to a salaried position.
101-215-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
101-215-000-719-000 – 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.
101-215-000-719-001 – Sick & Accident	Our rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
101-215-000-719-003 – Employee Paid Health Contra	Amount employees pay toward health care coverage.
101-215-000-719-015 – 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.
101-215-000-719-016 – 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.
101-215-000-719-020 – Health Care Deduction	Cost 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.

Line Item	Explanation
101-215-000-719-021 – Admin Fee-Health Deductible	Cost to manage card used to pay the health care deductibles is administered by Clarity Benefits.
101-215-000-720-000 – 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.
101-215-000-727-000 – Office Supplies	Expenses related to the daily operations of the Clerk’s office.
101-215-000-740-001 – Ordinance & Zoning Code Books	Expenses related to maintaining ordinance and zoning updates through Municode. Also includes Ordinance, Resolution and Minute Books.
101-215-000-740-010 – Office Supplies-Elections	Expenses related to three elections in 2020.
101-215-000-801-000 – Professional Services	Expenses for document conversion, \$1,000 for shredding costs for all departments. This is an annual expense.
101-215-000-801-200 – Prof Svcs-Programming Ballots	Expenses related to memory card programming and test deck preparation for three elections.
101-215-000-860-000 – Travel	Expenses for mileage reimbursement for travel to post office and to various conferences, classes and meetings. Based on expenditures to date, decreased to \$750 for 2020. Travel for elections is budgeted separately.
101-215-000-860-010 – Travel-Elections	Expenses related to travel for three elections in 2020.
101-215-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.

Line Item	Explanation
101-215-000-876-100 – 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.
101-215-000-931-000 – Repairs & Maintenance	None
101-215-000-933-001 – Maintenance Contract	No expenses for 2020. Please note that Maintenance fees for election equipment in the amount of \$75,456 will be due in approximately July of 2021 for years 6-10 of the maintenance agreement. This was Board approved 6-20-17.
101-215-000-941-000 – Equipment Rental/Leasing	Rental for the Washtenaw Golf Club for three elections in 2020.
101-215-000-956-000 – Miscellaneous	Miscellaneous expenses for the Clerk's office.
101-215-000-958-000 – Membership & Dues	Membership for Clerk and Deputy Clerk in the Michigan Association of Municipal Clerks

8/28/19

10/04/2019

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2019



GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 AMENDED BUDGET	2019 ACTIVITY THRU 09/30/19	2020 REQUESTED BUDGET
Dept 215.000 - TOWNSHIP CLERK							
101-215.000-703.000	SALARIES - ELECTED OFFICIALS	79,400	81,782	84,236	84,236	63,177	84,236
101-215.000-704.000	APPOINTED OFFICIALS	36,280	96,675	0	27,000	22,016	130,000
101-215.000-705.000	SALARY - SUPERVISION	57,454	59,201	116,195	116,195	43,358	119,100
101-215.000-706.000	SALARY - PERMANENT WAGES	117,720	132,411	96,215	94,115	101,856	97,358
101-215.000-707.000	SALARY - TEMPORARY/SEASONAL	0	0	0	14,897	6,974	0
101-215.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	1,623	0	0	0	0	0
101-215.000-708.010	HEALTH INS BUYOUT	3,000	3,000	3,000	3,000	1,500	3,000
101-215.000-709.000	REG OVERTIME	6,825	19,301	500	5,500	4,821	23,000
101-215.000-709.004	OVERTIME-SCHOOL ELCTIONS	0	29	0	0	242	0
101-215.000-715.000	F.I.C.A./MEDICARE	20,199	22,484	22,839	23,019	16,611	25,153
101-215.000-719.000	HEALTH INSURANCE	66,958	73,545	90,019	90,019	75,016	108,023
101-215.000-719.001	SICK AND ACCIDENT	1,556	1,472	1,528	1,528	1,273	1,528
101-215.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(7,200)	(5,975)	(6,000)	(6,000)	0	(6,000)
101-215.000-719.015	DENTAL BENEFITS	5,480	5,480	6,028	6,028	4,567	6,631
101-215.000-719.016	VISION BENEFITS	1,148	1,168	1,279	1,279	959	1,407
101-215.000-719.020	HEALTH CARE DEDUCTION	17,012	14,459	23,660	23,660	22,476	23,660
101-215.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	315	252	360	360	215	360
101-215.000-720.000	LIFE INSURANCE	990	1,041	1,134	1,134	945	1,134
101-215.000-723.000	DEFERRED COMPENSATION EMPLOYE	1	1	0	213	0	0
101-215.000-727.000	OFFICE SUPPLIES	3,534	3,628	4,000	4,000	1,469	4,000
101-215.000-740.001	Ordinance & Zoning Code Books	4,756	7,551	9,000	9,000	1,038	9,000
101-215.000-740.010	OFFICE SUPPLIES - ELECTIONS	6,426	18,901	0	7,000	3,499	30,000
101-215.000-801.000	PROFESSIONAL SERVICES	2,854	8,488	3,400	3,400	655	3,400
101-215.000-801.200	PROFNSL SRV-PROGRAMMING BALLO	0	3,520	0	0	0	12,400
101-215.000-860.000	TRAVEL	1,259	1,337	1,500	1,500	722	750
101-215.000-860.010	TRAVEL - ELECTIONS	342	339	0	200	68	900
101-215.000-876.000	RETIREMENT/MERS	46,224	48,217	61,952	61,952	47,293	64,412
101-215.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	511	1,300	1,300	973	1,300
101-215.000-931.000	REPAIRS AND MAINTENANCE	125	0	0	0	0	0
101-215.000-941.000	EQUIPMENT RENTAL/LEASING	2,200	3,300	0	1,100	1,100	3,300
101-215.000-956.000	MISCELLANEOUS	55	225	500	500	0	500
101-215.000-958.000	MEMBERSHIP AND DUES	120	0	150	150	150	150
101-215.000-977.000	EQUIPMENT	32,156	0	0	0	0	0
NET OF REVENUES/APPROPRIATIONS - 215.000 - TOWNSHIP CLERK		(508,812)	(602,343)	(522,795)	(576,285)	(422,973)	(748,702)

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: Ypsilanti Township Board of Trustees
From: Karen Lovejoy Roe, Clerk *KJR*
Date: October 7, 2019
Subject: ***Proposed Clerk's Budget for 2020***

The Clerk's draft budget as proposed has been substantially reduced in several line items.

Appointed Officials (election inspectors) 101-215-000-704-000

\$130,000 requested in 2020 budget. The Supervisor did not cut this proposed line item but thought it was high.

In the November 2018 election, about 6-9 inspectors were employed for each precinct. The Election Day hours, training and at current pay rates, a total of \$42,054.00 was spent for election inspectors. For three elections and the Presidential election requiring a minimum of 10 inspectors and larger precincts will need 12 inspectors (use of two poll books/computers) and an increase of inspectors at the absentee count board the request of \$130,000 is substantiated for 2020.

Salary-Temporaral/Seasonal line item: 101-215-000-707-000 Requested \$70,000— Proposed Draft Budget-\$ 0.

The Supervisor cut the \$70,000 requested for Temporary/Seasonal Employees to \$0.

The 2020 election year demands can NOT be filled solely by staff working overtime. One of the big changes from the passage of Proposal 3 is that voter registration does not end. In the past, voter registration ended 30 days before an election, allowing staff to stop processing new voter applications and mailing out voter registration cards. At

the end of voter registration, staff could focus all their time on election preparation including processing the large volume of absentee applications.

The new law allows voter registration to occur up to 8PM on Election Day and allows absentee voting by the newly registered voters up until 8PM on Election Day. The Clerk's office will need additional staff in the office to help process newly registered voters and absentee applications at the same time through Election Day until the polls close.

There are three elections in 2020 which will be very busy. In 2008, temporaries were utilized to assist with the increased work load during this major election year. The Clerk's budget as requested for 2020 will provide the funds to hire the staff that is necessary for a successful and well managed election year consisting of three elections and possibly four.

In the past when there were elections back to back, the Clerk's office was allowed to hire temporaries, with the approval by the union, to remain for the entire election time from July through November and not just for 30 days before and after an election, as allowed by the AFSCME contract.

The March and May election will be reimbursed but the August and November elections will not be reimbursed.

It is important to note that all predictions are that the November election cycle and the months leading up to it will include a tremendous increase in voter registrations and requests for absentee ballots. Projections are that the 2020 turnout, with new voter registration and absentee voting requests will be much like what occurred in the 2008 election year.

Overtime Line Item-101-215-000-709-000 Requested \$27,000—Proposed Draft Budget \$23,000

In regards to the overtime budget the Supervisor reduced the Clerk's budget by \$4,000. The amount requested was for \$9,000 per election. This projection was based on the November 2018 election in which \$8,000 was spent in overtime. The March 2020 election is projected to have a turn out larger than November 2018, together with processing new voter registration until 8:00pm on Election Day more hours will need to be worked.

The overtime budget has also increased due to the requirement to use full time township employees on overtime that are qualified before working election workers in every aspect of the election staffing. This was not required prior to 2019. This has increased the costs of staffing elections and especially overtime costs.

**Travel Line Item 101.215.000.860.000 Requested- \$1,500 (same as last year)—
Proposed Draft Budget-\$750**

This line item for travel was reduced to \$750 from \$1,500 even though \$722 had been used by Sept. 30, 2019 and \$1,337 was used in 2018.

Your consideration of restoring the draft budget to the proposed budget request by the Clerk's Department to insure a successful election year is much appreciated. If you have any questions or need clarification please let me know. I can be reached in the office at 734.484.4700, cell phone-734.260.6578 or email klovejoyroe@ytown.org.

NARRATIVE

101-227 – Human Resources

Expenditures

Line Item	Explanation
101-227-000-706-000 – Salary-Permanent Wages	Salaries of HR Manager and Quality Assurance Specialist. A 3% increase is budgeted. Also budgeted in this line is a restored HR Generalist position which still needs to be filled in 2019.
101-227-000-706-015 – Safety Coordinator	Operations Manager who works with HR coordinating Township Safety Program. In 2019, \$7,000 was budgeted for these duties but due to the amount of time being spent on the program, it is recommended that 40% of this wage now come from the HR budget.
101-227-000-708-010 – Health Insurance Buyout	Used for the health insurance buyout for employees who receive health insurance through another source.
101-227-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.

Line Item	Explanation
101-227-000-719-000 – Health Insurance	<p>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. Activity to date is low due to the Generalist position being vacant.</p> <p>The amount shown is greater than 20% due to budgeting 40% of the Operations Manager in this budget.</p>
101-227-000-719-001 – Sick & Accident	<p>Our rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources. An increase is budgeted due to budgeting 40% of the Operations Manager in this budget.</p>
101-227-000-719-003 – Employee Paid Health Contra	<p>This line item reflects the amount employees pay toward their health care coverage. An increase is budgeted due to budgeting 40% of the Operations Manager in this budget.</p>
101-227-000-719-015 – Dental Benefits	<p>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.</p> <p>The amount shown is greater than 10% due to budgeting 40% of the Operations Manager in this budget.</p>

Line Item	Explanation
101-227-000-719-016 – Vision Benefits	<p>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.</p> <p>The amount shown is greater than 10% due to budgeting 40% of the Operations Manager in this budget.</p>
101-227-000-719-020 – Health Care Deduction	<p>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. An increase is budgeted due to budgeting 40% of the Operations Manager in this budget.</p>
101-227-000-719-021 – Admin Fee-Health Deductible	<p>The card used to pay the health care deductibles is administered by Clarity Benefits. An increase is budgeted due to budgeting 40% of the Operations Manager in this budget.</p>
101-227-000-720-000 – Life Insurance	<p>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. An increase is budgeted due to budgeting 40% of the Operations Manager in this budget.</p>
101-227-000-727-000 – Office Supplies	<p>Recommended that this line item remain at \$500.00 for 2020 to maintain office supplies for the department.</p>
101-227-000-740-000 – Operating Supplies	<p>If this line item remains at \$5,000 for department apparel, it is recommended that guidelines be established on types of apparel purchased.</p>

Line Item	Explanation
101-227-000-760-000 – Safety Supplies/Equipment	New line item to cover supplies and equipment needed for Safety Program. Recommending \$2,500 be budgeted for 2020.
101-227-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
101-227-000-876-100 – 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.
101-227-000-958-000 – Membership & Dues	Membership to SHRM (Society of Human Resource Management) and other HR organizations that provide updates and relative information for HR professionals.
101-227-000-960-000 – Education & Training	Recommend that this line item remain at the 2019 Amended Budget amount of \$40,000 in 2020. We have ongoing needs for Education and Training throughout the entire employee base including: Classes for required certifications, attendance to annual professional conferences for management employees (MERS, MRPA, MFGOA, MiGMIS), and individual webinars and seminars focused on professional development.
101-227-000-960-100 – Safety Training	New line item to cover safety related training including OSHA and MI-OSHA related classes and certification, as well as all other safety related training. It is recommended that \$10,500 be budgeted for 2020.

8/23/19

Note: The increase in the Human Resources budget is due to the Safety Program.

10/04/2019

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2019



GL NUMBER	DESCRIPTION	2017 ACTIVITY	2018 ACTIVITY	2019 ORIGINAL BUDGET	2019 AMENDED BUDGET	2019 ACTIVITY THRU 09/30/19	2020 REQUESTED BUDGET
Dept 227.000 - HUMAN RESOURCES							
101-227.000-706.000	SALARY - PERMANENT WAGES	106,008	111,273	159,586	144,586	81,494	162,450
101-227.000-706.015	SAFETY COORDINATOR	0	0	7,000	7,000	4,870	32,153
101-227.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	4,402	2,499	0	0	0	0
101-227.000-708.010	HEALTH INS BUYOUT	3,000	2,005	0	0	0	0
101-227.000-715.000	F.I.C.A./MEDICARE	8,669	8,655	12,745	12,745	6,367	14,887
101-227.000-719.000	HEALTH INSURANCE	18,600	27,239	75,016	75,016	41,676	102,022
101-227.000-719.001	SICK AND ACCIDENT	958	957	1,146	1,146	636	1,298
101-227.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(1,800)	(1,875)	(5,400)	(5,400)	0	(6,120)
101-227.000-719.015	DENTAL BENEFITS	2,835	2,665	4,397	4,397	2,221	5,481
101-227.000-719.016	VISION BENEFITS	513	539	885	885	443	1,104
101-227.000-719.020	HEALTH CARE DEDUCTION	6,690	8,836	17,745	17,745	8,263	20,111
101-227.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	139	117	270	270	107	270
101-227.000-720.000	LIFE INSURANCE	396	416	680	680	378	771
101-227.000-727.000	OFFICE SUPPLIES	512	476	500	500	30	500
101-227.000-740.000	OPERATING SUPPLIES	0	0	5,000	5,000	0	5,000
101-227.000-760.000	SAFETY SUPPLIES & EQUIP	0	0	0	0	0	2,500
101-227.000-876.000	RETIREMENT/MERS	13,480	13,765	20,142	20,142	14,330	26,912
101-227.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	675	2,600	2,600	925	2,600
101-227.000-958.000	MEMBERSHIP AND DUES	199	209	400	400	209	400
101-227.000-960.000	EDUCATION AND TRAINING	15,533	17,160	25,000	40,000	21,556	40,000
101-227.000-960.100	SAFETY TRAINING	0	0	0	0	0	10,500
NET OF REVENUES/APPROPRIATIONS - 227.000 - HUMAN RESOURCES		(180,134)	(195,611)	(327,712)	(327,712)	(183,505)	(422,839)