

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE OCTOBER 20, 2020 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. on a Zoom Virtual Board meeting. Supervisor Stumbo stated because this meeting is on Zoom we would not be able to do The Pledge of Allegiance or a moment of silent prayer.

**Members Present:** Supervisor Stumbo, Clerk Lovejoy Roe,  
Treasurer Doe  
Trustees: Stan Eldridge, Heather Jarrell Roe,  
Monica Ross-Williams, and Jimmie Wilson

**Members Absent:** none

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC HEARING**

**A. 7:00PM – RESOLUTION 2020-25 SPECIAL ASSESSMENT LEVY  
(PUBLIC HEARING SET AT THE SEPTEMBER 15, 2020 REGULAR MEETING)**

**Supervisor Stumbo declared the Public Hearing opened at 7:02 pm  
Supervisor Stumbo declared the Public hearing closed at 7:03 pm**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to  
Approve Resolution 2020-25 Special Assessment Levy (see attached).**

Lovejoy Roe.....Yes	Doe.....Yes	Jarrell Roe .....Yes
Ross-Williams.....Yes	Eldridge.....Yes	Wilson.....Yes
Stumbo.....Yes		

**The motion carried unanimously.**

**1. RESOLUTION 2020-21, CONFIRMING SPECIAL ASSESSMENT DISTRICT  
#219 CRYSTAL PONDS STREETLIGHTS**

**Supervisor Stumbo declared the Public Hearing opened at 7:04 pm  
Supervisor Stumbo declared the Public hearing closed at 7:05 pm**

**Clerk Lovejoy Roe read Resolution 2020-21 into the record.**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to  
Approve Resolution 2020-21 Confirming Special Assessment District #219 Crystal  
Ponds Streetlights (see attached).**

Lovejoy Roe.....Yes	Doe.....Yes	Jarrell Roe .....Yes
Ross-Williams.....Yes	Eldridge.....Yes	Wilson.....Yes
Stumbo.....Yes		

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The motion carried unanimously.

**2. RESOLUTION 2020-22, CONFIRMING SPECIAL ASSESSMENT DISTRICT #075 CRYSTAL POND NEIGHBORHOOD SECURITY CAMERAS**

Supervisor Stumbo declared the Public Hearing opened at 7:06 pm  
Supervisor Stumbo declared the Public hearing closed at 7:07 pm

Clerk Lovejoy Roe read Resolution 2020-22 into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2020-22, Confirming Special Assessment District #075 Crystal Pond Neighborhood Security Cameras (see attached).

Lovejoy Roe.....Yes     Doe.....Yes     Jarrell Roe .....Yes  
Ross-Williams.....Yes     Eldridge.....Yes     Wilson.....Yes  
Stumbo.....Yes

The motion carried unanimously.

**3. RESOLUTION 2020-23, CONFIRMING SPECIAL ASSESSMENT DISTRICT #217 PONDS AT LAKEWOOD AND MAJESTIC PONDS 2 STREETLIGHTS**

Supervisor Stumbo declared the Public Hearing opened at 7:09 pm  
Supervisor Stumbo declared the Public hearing closed at 7:10 pm

Clerk Lovejoy Roe read Resolution 2020-23 into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Resolution 2020-23, Confirming Special Assessment District #217 Ponds at Lakewood and majestic Ponds 2 Streetlights (see attached).

Lovejoy Roe.....Yes     Doe.....Yes     Jarrell Roe .....Yes  
Ross-Williams.....Yes     Eldridge.....Yes     Wilson.....Yes  
Stumbo.....Yes

The motion carried unanimously.

**4. RESOLUTION 2020-24, CONFIRMING SPECIAL ASSESSMENT DISTRICT #218 MAJESTIC LAKES ESTATES AND VILLAGE AT MAJESTIC LAKES**

Supervisor Stumbo declared the Public Hearing opened at 7:13 pm  
Supervisor Stumbo declared the Public hearing closed at 7:14 pm

Clerk Lovejoy Roe read Resolution 2020-24 into the record.

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**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Resolution 2020-24, Confirming Special Assessment District #218 Majestic Lakes Estates and Village at Majestic Lakes (see attached).**

<b>Lovejoy Roe.....Yes</b>	<b>Doe.....Yes</b>	<b>Jarrell Roe .....Yes</b>
<b>Ross-Williams.....Yes</b>	<b>Eldridge.....Yes</b>	<b>Wilson.....Yes</b>
<b>Stumbo.....Yes</b>		

**The motion carried unanimously.**

**PUBLIC COMMENTS**

Evan Pratt, Washtenaw County Water Resource Commissioner, thanked the Board of Trustees for their partnership with the renovation of the Tyler Dam, with the drainage work in the area, and with some sewer work with YCUA. He said we have received an award from the Michigan Association of County Drain Commissioners and he said he would be dropping off the plaque for Ypsilanti Township.

JoAnn McCollum, Township Resident stated she was against item #9 on the agenda and does not believe the township should reimburse Clerk Lovejoy Roe for her legal fees.

Petula Brown, Township Resident stated she lives in Ford Lake Village and would like to follow up with the Board on how they can be a priority to get their roads resurfaced. She invited the Board to attend their Zoom board meeting on November 11<sup>th</sup> at 7:00pm to discuss with their residents what steps need to be taken to get this project started in Ford Lake Village.

Supervisor Stumbo stated they would she would look at her calendar and if she can she will attend.

Trustee Eldridge stated he would attend the meeting.

Kathy Leach, Township Resident questioned the Fund for Environmental services and wondered why there was no revenue generated from recycled material.

Supervisor Stumbo stated it does not generate the money that it once did.

She asked about the contract with waste management and why we would have to pay more money to put the recyclables in the landfill.

Supervisor Stumbo stated there was many challenges with recyclables. She said she is working with Washtenaw County to see what they can do as a County when dealing with recyclables. She said if there is a market for the material then we will get paid for it but there has been less market for the recycle material. She said when there isn't a market for it we get charged for it. She said they are discussing getting a committee together including interested residents to see what can be

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done about recycling. She said in the new contract it is stated more clearly what happens to recycling.

Kathy Leach stated that in this proposed budget the Township is anticipating \$29,000.00 more in fees for putting recyclables into the land fill. She asked if that was for more tonnage going into the land fill. She said it was \$177,000.00 in to 2020 budget and for 2021 it is 206,000.00.

Supervisor Stumbo stated that pizza boxes use to go in the recyclable but then that made it contaminated because pizza had been in the box and that made the whole truck contaminated. She said we need good education for all residents to make she there is a safe stream for recyclables. She said she is working with Washtenaw County to see what we can do as a County with recyclables.

Kathy Leach stated she had read that nationwide there are challenges getting recyclable sold and reused and most of them do go into the land fill. She said with the new contract with Waste Management exceeding the amount on our millage she said she would like to encourage the Board to consider stopping the \$2.65 unit fee for recycling if we can't be assured any material is actually going to be recycled.

Supervisor Stumbo stated in the Work Session they talked about getting a committee together to discuss options and she said she would like for it to include residents. She asked Ms. Leach to send her email so she could include her with information regarding recyclables.

Erin Anderson, Township Resident stated she has concerns about the speed that drivers are going down West Grand Blvd. She said it started happening when Harris Road was being repaved and she said although that is finished they are still speeding down West Grand. She said they are kids playing, people walking and jogging and she said someone will get hurt if this continues. She said people are driving 50-80 miles an hour down her street. She said she would appreciate getting streetlights, speed signs, and speed bumps.

Supervisor Stumbo stated they would immediately ask for patrol in that area for speeders. She said you can petition for traffic calming devices.

Lisa Putman, Township Resident, stated she lives near Clark and Ford and is concerned about the speed in her area especially on Harris Road. She said because it is designated an emergency egress they cannot get speed bumps. She said she would like at least a speed light so people can see how fast they are driving. She said there is also drag racing on Clark Road at night and said the noise from not only the cars but also from their music.

Supervisor Stumbo stated that the first defense would be to get patrol in all these areas. She said Mike Radzik is on this meeting and he will take care of this. She said that they should call the non-emergency number to the Sheriffs' office every time

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this happens. Supervisor Stumbo stated residents do not have to wait for a board meeting to voice their concerns. She said they can call or email with their concerns.

Zach Roland, Union President for local 1830, Ypsilanti Firefighters, thanked the board by supporting them when they applied for a Grant through the Cares Act which gave all the firefighters a \$1,000.00 bonus for continuing to work without pause from March through May 2020.

**CONSENT AGENDA**

**A. MINUTES OF THE SEPTEMBER 30, 2020 SPECIAL MEETING AND OCTOBER 6, 2020 REGULAR AND WORK SESSION MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR OCTOBER 20, 2020 IN THE AMOUNT OF \$1,101,489.00**
- 2. CHOICE HEALTHCARE DEDUCTIBLE ACH EFT FOR SEPTEMBER 2020 IN THE AMOUNT OF \$29,959.50**
- 3. CHOICE HEALTHCARE ADMIN FEE FOR SEPTEMBER 2020 IN THE AMOUNT OF \$1,211.50**

**C. SEPTEMBER 2020 TREASURER'S REPORT**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Consent Agenda.**

Trustee Ross-Williams stated she did not have time to read the minutes and would not be able to approve the October 6, 2020 minutes.

**A motion was made by Trustee Ross-Williams, supported by Trustee Eldridge to table the October 6, 2020 minutes.**

<b>Clerk Lovejoy Roe.....Yes</b>	<b>Jarrell Roe.....No</b>	<b>Wilson.....Yes</b>
<b>Eldridge.....Yes</b>	<b>Ross-Williams.....Yes</b>	<b>Doe.....Yes</b>
<b>Stumbo.....Yes</b>		

**The motion carried.**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Consent Agenda except the October 6, 2020 minutes.**

**The motion carried. Trustee Jarrell Roe opposed.**

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**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE – none**

**NEW BUSINESS**

- 1. REQUEST TO APPROVE THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR PINEVIEW GOLF ESTATES NORTH SUBDIVISION PHASE II**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the First Amendment to the Development Agreement for Pineview Golf Estates North Subdivision Phase II (see attached).**

**The motion carried unanimously.**

- 2. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES AT 885 LEXINGTON PKWY, 1253 CRESTWOOD AVE., 1117 DAVIS ST., 7941 LAKE CREST DR., AND 9607 HARBOUR COVE COURT BUDGETED IN LINE ITEM #101-950-000-801-023**

**A motion was made by Trustee Ross-Williams, supported by Treasurer Doe to Approve the Request to Authorize Circuit Court Litigation to Abate Public Nuisances at 885 Lexington Pkwy, 1254 Crestwood Ave., 1117 Davis St., 7941 Lake Crest Dr., and 9607 Harbour Cove Court Budgeted in Line Item #101-950-000-801-023.**

**The motion carried unanimously.**

- 3. REQUEST FOR AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE BY PADLOCKING FOR 2545 COOLIDGE AVE., BUDGETED IN LINE ITEM #101-950-000-801-023**

**A motion was made by Trustee Ross-Williams, supported by Trustee Wilson to Approve Request for Authorization for Circuit Court Litigation to Abate a Public Nuisance by Padlocking for 2545 Coolidge Ave., Budgeted in Line Item #101-950-000-801-023.**

**Michael Radzik, OCS Director explained the litigation to abate a public nuisance by padlocking which he had outlined during the work session meeting.**

**The motion carried unanimously.**

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**4. REQUEST TO SET A PUBLIC HEARING FOR NOVEMBER 17, 2020 AT  
APPROXIMATELY 7:00PM FOR THE 2021 FISCAL YEAR BUDGET**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request to Set a Public hearing for November 17, 2020 at Approximately 7:00PM for the 2021 fiscal year Budget.**

**The motion was carried unanimously.**

**5. REQUEST TO SET A PUBLIC HEARING FOR NOVEMBER 17, 2020 AT  
APPROXIMATELY 7:00PM TO CREATE A SPECIAL ASSESSMENT DISTRICT  
FOR LATHERS STREETLIGHTS**

**A motion was made by Clerk Lovejoy Roe supported by Trustee Jarrell Roe to Approve Request to set a Public hearing for November 17, 2020 at Approximately 7:00PM to Create a Special Assessment District for Lathers Streetlights.**

Supervisor Stumbo stated she was concerned about the \$250.00 that the residents would have to pay per year for the streetlights and said she would like to have information before the public hearing to help decide whether the Township would help alleviate some of the cost. She said she doesn't want residents to come to the meeting have them disappointed when we are hearing about the amounts for the first time. She said this is a different situation because streetlights are usually petitioned for and the payment for them are spread over a certain number of years. She said this is for seven lights and the cost is \$250.00 per resident which she said is oddly excessive.

Clerk Lovejoy Roe stated originally it was \$19,000.00 for three lights. She said the residents wanted more lights and she said they picked out where they wanted each light. She said the residents have not raised any issues with her but she said there may be other ways if the Township doesn't want to help fund some of the cost she said it might be better to spread the cost over 20 years instead of 10 years. She said we could research this and have it available for the residents by the next board meeting. She said they found a way to do it cheaper adding more lights and she said with the way they ran the underground wire.

Supervisor Stumbo stated she would like all the information before the next board meeting since they are expecting us to pay for it.

Clerk Lovejoy Roe stated the residents have said nothing about the Township paying for it. She said she remembers in the past the Township has helped with funding. She said she knows the residents wants them and she said we could get them in by February or March of 2021.

Trustee Ross-Williams questioned is this information that is being discussed in the revised agenda because she said she doesn't see it.

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Clerk Lovejoy Roe stated when we set up a Public Hearing we send out letters for those residents who would be involved with the special assessment. She said she just thought, maybe regrettably now, bringing it to the attention of the board that when she got the numbers from Brian and it was higher than any other district. She said she knew that in the past we have paid for either some or all of the cost for the installation for some of the older neighborhoods which helped bring the cost down for those residents.

Supervisor Stumbo stated said she would set the Public Hearing for December so she can get the information.

Clerk Lovejoy Roe stated that wasn't how it was normally done.

Supervisor Stumbo stated that we don't normally pay.

Clerk Lovejoy Roe stated that this Board, in the past, at Public Hearings have seen the numbers and decided to pay for part. She said she just wanted to give the board a heads up that this might be a time we would want to do this. She said they have been working on this for over a year and she would not want it delayed any longer. Clerk Lovejoy Roe stated that if we move the Public Hearing to December it would move it back another month.

Supervisor Stumbo stated they want to help and she says she knows they want sidewalks too.

Trustee Jarrell Roe asked Clerk Lovejoy Roe if she has an exact date on when she will have the cost information. She said this is another time when we don't have an exact process on how this should be handled. She said it's either a group of residents who asks for streetlights or comes through a neighborhood watch group which are all different channels on how we do this and when this happens I say again it should be just one way by petition.

Clerk Lovejoy Roe said she has the exact numbers right now and she can send them to board members. She said this is the process and they did the petition.

Supervisor Stumbo stated that at the next meeting have on the agenda that the board agrees to pay the installation cost and the Public Hearing will be in December to finalize it.

Clerk Lovejoy Roe stated she agreed to do that. She said Supervisor Stumbo, Treasurer Doe and her can get together before the meeting and decide if there are funds available.



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**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Request to set a Public Hearing for December 1, 2020 at Approximately 7:00PM to Create a Special Assessment District for Lathers Streetlights and to work with the Three Full Time Officials to Examine the Budget and Decide an Amount to Bring Back to the Board to help With the Streetlights for Lathers Street.**

**The motion carried. Trustee Eldridge and Trustee Ross-Williams opposed.**

**6. REQUEST TO APPROVE BUDGET AMENDMENT REQUEST FOR OHM FOR THE HURON STREET PATHWAY PROJECT IN THE AMOUNT OF \$6,800.00 BUDGETED IN LINE ITEM #212-970-000-997-250**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment Request for OHM for the Huron Street Pathway Project in the Amount of \$6,800.00 Budgeted in Line Item #212-970-000-997-250 (see attached).**

Mike Hoffmeister, Residential Services stated this is for the east side of Huron Street from Eagle Crest entrance to North Bay Park. He said it was scheduled for earlier this year but, because of Covid-19 it was delayed.

**The motion carried unanimously.**

**7. REQUEST TO APPROVE THE AGREEMENT WITH HOPPE DESIGN FOR DESIGN, BIDDING AND CONSTRUCTION SERVICES FOR IMPROVEMENTS TO THE IT NETWORK ROOM AND CIVIC CENTER/14B CAMPUS SECURITY SCREENING IN THE AMOUNT OF \$22,000.00 BUDGETED IN LINE ITEM #101-970-000-971-003**

**A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Approve the Agreement with Hoppe Design for Design, Bidding and Construction Services for Improvements to the IT Network Room and Civic Center/14B Campus Security Screening in the amount of \$22,000.00 Budgeted in Line Item #101-970-000-971-003 contingent upon Attorney Approval (see attached).**

Attorney Winters stated there are questions regarding this and will have to be revised significantly. He said he wondered what happened to the 2017 contract that the board approved with the Hobbs & Black for their design for a court Security System for 14B Court. He said in this contract it requires the Township to sever any additional professional ties that they may have.

Magistrate Nelson said the Hobbs & Black design was just for their side of the building and after reviewing that plan it went out to bid and they received one bid back. He said with the lack of interest in bidding they decided a more global security system was more appropriate. He said this is for the entire campus including the Civic Center side.

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Attorney Winters stated there was a number of provisions that would have to be revised with this agreement. He said he will get a letter out if the board approves it contingent on Attorney approval.

**The motion carried unanimously.**

**8. REQUEST TO APPROVE AGREEMENT WITH WASHTENAW COMMUNITY COLLEGE FOR EXTENSION CENTER OFFERINGS**

**A motion was made by Trustee Ross-Williams, supported by Clerk Lovejoy Roe to Approve Agreement with Washtenaw Community College for Extension Center Offerings (see attached).**

**The motion carried unanimously.**

**9. REQUEST TO APPROVE CHANGE ORDER WITH GENERAL CODE FOR THE ADDITION OF THE LASERFICHE ENTERPRISE CONTENT MANAGEMENT SYSTEM – FINANCIAL MANAGEMENT WORK FLOW FOR ACCOUNTS PAYABLE IN THE AMOUNT OF \$28,650.00 BUDGETED IN LINE ITEM #101-266-000-977-001**

**A motion was made by Clerk Lovejoy Roe supported by Trustee Jarrell Roe to Approve Change Order with General Code for the Addition of the Laserfiche Enterprise Content Management System – Financial Management Work Flow for Accounts Payable in the Amount of \$28,650.00 Budgeted in Line Item #101-266-000-977-001 (see attached).**

Javonna Neel, Accounting Director stated this will integrate with BS&A and will streamline our processing.

Attorney Winter stated that he needs to have all the information for all the contracts throughout the Township and when they will expire.

Javonne Neel stated she is getting that information together and preparing a document which will include all expiration and renewal dates.

**The motion carried unanimously.**

**10. REQUEST APPROVAL OF AGREEMENT WITH BS&A SOFTWARE FOR SOFTWARE INTEGRATION TO CONNECT BS&A WITH LASERFICHE DOCUMENT MANAGEMENT SYSTEM**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Agreement with BS&A Software for Software Integration to Connect BS&A with Laserfiche Document Management System (see attached).**

Brian Fatke, Laserfiche stated that this will include building.

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Clerk Lovejoy Roe stated that all the files from building that we put in digital format will be ready to go into Laserfische.

**The motion carried unanimously.**

**11. REQUEST FOR REIMBURSEMENT FOR PROFESSIONAL SERVICES RENDERED BY ATTORNEY MARY ELLEN GUREWITZ IN MAY, 2020, IN DEFENSE OF LEGAL ACTION, A LAWSUIT BY BRENDA STUMBO AND LARRY DOE AGAINST KAREN LOVEJOY ROE, WASHTENAW COUNTY CIRCUIT COURT CASE NUMBER 20-000443-Z IN HER OFFICIAL LEGAL CAPACITY AS YPSILANTI TOWNSHIP CLERK IN THE AMOUNT OF \$4,635.00 AND APPROVE A BUDGET AMENDMENT FOR THE AMOUNT**

**A motion was made by Trustee Jarrell Roe, supported by Clerk Lovejoy Roe for Reimbursement for Professional Services Rendered by Attorney Mary Ellen Gurewitz in May, 2020 in Defense of Legal Action, a Lawsuit by Brenda Stumbo and Larry Doe Against Karen Lovejoy Roe, Washtenaw County Circuit Court Case Number 20-000443-Z in Her Official Legal Capacity as Ypsilanti Township Clerk in the Amount of \$4,634.00 and Approve a Budget Amendment for the Amount.**

Clerk Lovejoy Roe stated she was shocked to find out that unless a monetary amount was lost no Employees or Elected Officials were covered by our township insurance. She said she would highly recommend that people should get insurance that would cover them if they were sued in their position. She said the Township gets sued quite often and the Township is covered but the individual employee would not be covered if there wasn't a monetary amount that the plaintiff was seeking. She said, in this lawsuit she said it was for duties required to be performed in her official capacity. She said that in her office because some of the people in her office, were mentioned in this lawsuit they do not want to continue to do notary services. She said this was because they realized they would not be covered by our insurance or by being bonded unless there was a monetary loss involved.

Supervisor Stumbo stated she was not sure but thought Clerk Lovejoy Roe should have abstained and not supported Trustee Jarrell Roes' motion.

**The motion failed. Trustee Jarrell Roe voted yes.**

**12. BUDGET AMENDMENT #13**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Budget Amendment #13 (see attached).**

**Motion carried unanimously.**

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

**Motion carried unanimously.**

**The meeting was adjourned at approximately 8:36PM.**

**Respectfully Submitted,**

**Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti**

**Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti**

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2020-25

### SPECIAL ASSESSMENT LEVY

**WHEREAS**, the Charter Township of Ypsilanti Board of Trustees, on October 20, 2020 held a public hearing on the proposed special assessment roll prepared by the Deputy Assessor, a copy of which is on file in the Clerk's Office, after advertising the same in a newspaper of record in the Township, and;

**WHEREAS**, on October 20, 2020 the Ypsilanti Township Board heard comments on said proposed special assessment roll prepared by the Deputy Assessor.

**NOW THEREFORE, BE IT RESOLVED** that the proposed special assessment roll prepared by the Assistant Assessor for the Charter Township of Ypsilanti be adopted and the amounts set forth on the special assessment roll be levied on the 2020 Winter Tax Roll.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2020-25 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 20, 2020.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

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

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

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

**PLEASE TAKE FURTHER NOTICE** that the Township Board will hold a public hearing at the Ypsilanti Township Civic Center, 7200 S. Huron River Drive, Ypsilanti, MI on **October 20, 2020**, for the purpose of reviewing said special assessment roll and hearing any objections thereto. Said roll may be examined at the office of the Township Clerk during regular business hours of regular business days until the time of said hearing and may further be examined at said hearing. Appearance and protest at the hearing held to confirm the special assessment roll is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal.

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

**THE FOLLOWING ARE THE PROPOSED SPECIAL ASSESSMENT ROLLS TO BE LEVIED ON THE 2020 WINTER TAX ROLL**

<u>SPECIAL ASSESSMENT</u>	<u>CODE</u>
Sherman Oaks Water	051

**SECURITY CAMERA SPECIAL ASSESSMENTS**

<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>
Sugarbrook	060	West Willow	061
Thurston Area	062	Apple Ridge Area	063
Bud- Blossom Area	064	Holmes Rd Area	066
Huron Heights/ Huron Ridge	068	Creekside Village South	069
Manors at Creekside Village	070	Lakewood- Majestic Lks	071
Ponds at Lkwd- Maj Pond	072	Redwood/ Nautica Pt Apts	073
Cliffs Condos	074	Crystal Ponds	075

**STREET LIGHT SPECIAL ASSESSMENTS**

<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>
Shady Knoll 1-6	101	Nancy Park 1-3	102	Nancy Park 5-6	103
West Willow #1	104	Ypsi Twp Area	105	West Willow #2	106
Hickory Hill	107	Washtenaw Orchard	108	Washtenaw Ridge	109
Nancy Park #7	111	Rambling Road	112	Hickory Hill #1	113
Onandaga Street	114	West Willow Dist 3	115	S. Devonshire	116
Washtenaw Concourse	117	Delaware Street	118	Washtenaw CC #4	119
Ivanhoe Area	120	Oswego/Cayuga	121	Hawthorne Street	122
Hunt/Hollis	123	Turtle Creek	124	Turtle Creek 2	125
Debby Court	126	Lynne Street	127	West Willow 10&11	129
Johnson Place	130	Huron Hearthsides	131	Oakland Estates	132
Washtenaw Clubview	133	Oakland Estates #3	134	Brookside Street	135
Huron Commercial	136	Crestwood Sub	137	Kansas St	138
Hayes Street	139	Ford Lake Village	140	Ford Lake Village #2	141
Streamwood 1-7	142	Deauville Parrish	146	Spruce Falls	147
Bagley Street	148	Partridge Creek #1	149	Georgetown Condos	150
Streamwood #8	151	Smokler Textile	152	Greene Farms #1 & #2	153
Golf Estates	154	Ohio St 2000	155	N. Kansas	156
Russell St	157	Dakota	158	Paint Creek Farms	159
Whispering Meadows #1	160	Amberly Grove	162	Greenfields #1	163
Partridge Creek 2&3	164	Partridge Creek North	165	Campbell St	166
Preserves	167	S Ivanhoe St	168	Clubview Sub	169
Wash Clubview	170	Taft Ave	171	Devonshire & Oregon	172
Greene Farms #3	173	Greene Farms #4	174	Raymond Meadows	175
Tyler Rd	176	Washtenaw Bus Park	177	Whittaker Village	178
Tremont Park #1	179	Tremont Park #2	180	Kirk St	181
Greene Farm 5	182	Greene Farm 6	183	Woodlawn St	184
Greenfields 2 & 3	185	Greene Farms #7	186	Whispering Meadows	187
Huron Meadows	188	Rivergrove	189	Aspen Ridge	191
Gates Ave	193	Fairway Hills	194	Washtenaw Clubview	196
Bradley Ave	197	Creekside West	198	Creekside South	199
Creekside East	201	Lakeview Area	202	Majestic Lake	203
Firwood Area	204	Bradley St	205	136- 177 Conversion	206
Lakeview #2	207	Tremont Park Sub	208	Turtle Creek #2	209
Creekside Village West #2	211	Manors of Creekside Village	212	Creekside Village South #2	213
Lakewood- Majestic Lakes	214	Ponds at Lkwd-Maj Ponds	215	Redwood/ Nautica Pt Apts	216
Ponds at Lkwd/ Maj Pds-2	217	Majestic Lks & Estates	218	Crystal Ponds	219

**KAREN LOVEJOY ROE, CLERK**  
Charter Township of Ypsilanti

The Ypsilanti Township Board will provide necessary reasonable auxiliary aids and services to individuals with disabilities requiring auxiliary aids or services. Individuals should contact the Ypsilanti Township Board by writing or calling the following: KAREN LOVEJOY ROE, CLERK, 7200 S. Huron River Drive, Ypsilanti, MI 48197, PHONE: (734) 484-5156 or E-MAIL: klovejoyroe@town.org

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2020-21

### Resolution Confirming Special Assessment District #219 for the Crystal Pond Streetlights


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

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

**Now Therefore, be it resolved**, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$34.31 per parcel is hereby confirmed and shall be added to and also known as Crystal Pond Streetlight Special Assessment District #219.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2020-21 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 20, 2020.

  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2020-22

### Resolution Confirming Special Assessment District #075 for the Crystal Pond Neighborhood Security Cameras

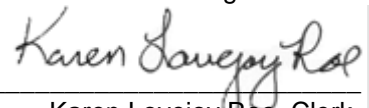
**Whereas**, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

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

**Now Therefore, be it resolved**, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$51.11 per parcel is hereby confirmed and shall be added to and also known as Crystal Pond Neighborhood Security Camera Special Assessment District #075.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2020-22 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 20, 2020.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2020-23

### **Resolution Confirming Special Assessment District #217 for the Ponds at Lakewood and Majestic Ponds 2 Streetlights**

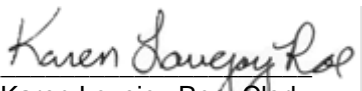
**Whereas**, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

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

**Now Therefore, be it resolved**, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$31.27 per parcel is hereby confirmed and shall be added to and also known as Ponds at Lakewood and Majestic Ponds 2 Streetlight Special Assessment District #217.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2020-23 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 20, 2020.

  
\_\_\_\_\_  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2020-24

### Resolution Confirming Special Assessment District #218 for the Majestic Lake Estates and Village at Majestic Lakes Streetlights

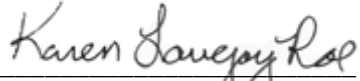
**Whereas**, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

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

**Now Therefore, be it resolved**, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$60.61 per parcel is hereby confirmed and shall be added to and also known as Majestic Lakes Estates and Village at Majestic Lakes Streetlight Special Assessment District #218.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2020-24 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 20, 2020.

  
\_\_\_\_\_  
Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (“Amendment”) is made this \_\_\_\_\_ day of October, 2020, by and among Baruzzini & Rose, LLC, a Michigan limited liability company, of 1281 Old U.S. 23, Brighton, Michigan 48116 (referred to herein as “Owner” and/or “Developer”), and the Charter Township of Ypsilanti, a Michigan municipal corporation, of 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 (“Township”).

### RECITALS

A. On November 15, 1999, Owner owned certain real property located in the County of Washtenaw, Township of Ypsilanti, State of Michigan, the legal description of which property is attached hereto as **Exhibit A** (“Property”).

B. On November 15, 1999, Owner, as Owner and Developer, executed a certain Development Agreement entitled “Development Agreement Pineview Golf Estates North Subdivision” (“Development Agreement”). On December 2, 1999, the Township, by its then Supervisor and Clerk executed the Development Agreement, which was subsequently recorded on July 25, 2000 in the office of the Register of Deeds for the County of Washtenaw, Michigan in Liber 3958, Page 229.

C. The Development Agreement provides that the Property will be developed in three (3) phases: Phase I comprising 18 lots, Phase II comprising 9 lots, and Phase III comprising 8 lots. Phase I and Phase III have been developed and sold as Pineview Golf Estates North Subdivision, the Plat of which is recorded in Liber 32 of Plats, Pages 36, 37 and 38, Washtenaw County, Michigan records.

D. The Development Agreement provides that the terms, provisions and conditions of the Development Agreement shall be deemed a restrictive covenant that shall run with the land and be binding upon and inure to the benefit of the parties to the Development Agreement, their successors-in-interest and assigns.

E. The Development Agreement further provides that Owner/Developer may not commence construction of Phase II until Pineview Drive is connected to Whittaker Road.

F. When the Development Agreement was executed, the owner of the property adjacent to Phase II had plans to construct the right of way that would connect Pineview Drive to Whittaker Road. However, the right of way connecting Pineview Drive to Whittaker Road has never been built and neither the Owner/Developer nor the Township are aware of any current plans to construct such a right of way by the current owner of the adjacent property.

G. Pursuant to Section 3.4 of the Development Agreement, Owner/Developer and Township may modify, replace, amend, or terminate the Development Agreement in a writing signed by both parties.

H. Pursuant to this Amendment, Owner/Developer and Township desire to amend the Development Agreement to remove Phase II from the Development Agreement so that Owner/Developer can develop the Phase II parcel of the Property as a single-family residential project consisting of four (4) parcels of approximately 1.8 acres each as set forth in the conceptual administrative site plan review drawing attached as **Exhibit B** (the "Project"), including, without limitation, the requirements agreed upon between Owner/Developer, Township and the Washtenaw County Road Commission ("WCRC") regarding the extension of Pineview Drive to the Project as set forth in **Exhibit B**, and without having to connect Pineview Drive to Whittaker Road.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises, Owner/Developer and Township agree to amend the Development Agreement as follows:

1. Phase II of the Property described in **Exhibit A** ("Phase II Parcel") is hereby removed from the Development Agreement and the terms and provisions of the Development Agreement shall no longer apply to Phase II or to the Phase II Parcel.

2. The Owner/Developer shall develop the Phase II Parcel for the Project as set forth in the administrative site plan review drawing attached as **Exhibit B**, consisting of four (4) single-family home sites via an extension of Pineview Drive terminating in a cul-de-sac as shown in **Exhibit B** and further described as follows:

a. Project Description:

1. The Phase II Parcel shall be split into (4) single-family home sites.
2. The four (4) single-family home sites shall be serviced by well and septic.
3. Each home constructed on the four (4) sites shall meet the building requirements set forth in the deed restrictions applicable to Phase I and Phase III.

b. Parcel I.D.: K-11-20-301-063 / 5399 Pineview Drive, Ypsilanti, MI 48197

c. Lot Size:

1. Total acreage: 7.76 acres
2. Net acreage: 7.17 acres

d. Requirements for Road Connecting the Project to Pineview Drive as confirmed by the Washtenaw County Road Commission in the letter attached as **Exhibit C**:

1. The road shall be a public road.
2. No curb and gutter will be required.
3. No island will be required.
4. No storm sewer will be required (open ditch will be acceptable).

3. The Project may proceed without Pineview Drive connecting to Whittaker Road, with Pineview Drive to be extended to the Phase II Parcel and terminating in a cul-de-sac as set forth and described in **Exhibit B**. In addition, Owner/Developer agrees to pave the unpaved section of Pineview Drive from the end of the paved portion of Pineview Drive to the west property line of the Phase II Parcel. This section to be paved is approximately 170 feet in length.

4. The development of the Phase II Parcel for the Project shall be in accordance with this Amendment and **Exhibit B**, as may be modified by Owner/Developer or any subsequent purchaser but with any modifications subject to final approval by the Township (which shall not be unreasonably withheld), and shall be done in such a manner so as not to diminish the value of the properties in Phase I and Phase III.

5. Nothing in this Amendment shall prevent or preclude Owner/Developer from selling the Phase II parcel of the Property that is the subject of this Amendment and as described in **Exhibit B** and any purchaser shall be bound by the provisions of this Amendment.

BARUZZINI & ROSE, LLC  
a Michigan limited liability company

CHARTER TOWNSHIP OF YPSILANTI  
a Michigan Municipal Corporation

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By: Ted Baruzzini  
Its: Authorized Member

*Brenda L. Stumbo*  
By: *Brenda L. Stumbo*  
Its: Supervisor *10-21-2020*

*Karen Lovejoy Roc*  
By: *Karen Lovejoy Roc*  
Its: Clerk *10-21-2020*



September 10, 2020

Mr. Michael Hoffmeister  
Residential Services Director  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: **Huron Street Pathway – Budget Amendment Request  
Originally Approved on February 18, 2020**

Dear Mr. Hoffmeister:

The Huron Street Pathway (Phase 1) project is currently designed and ready for bid to construct a 10-foot wide asphalt pathway along the west side of Huron Street from Joe Hall Drive to South Huron River Drive connecting with existing pathway.

OHM has been in communication with Washtenaw County Parks and discovered that a portion of the Huron Street Pathway north of Joe Hall Drive (Phase 2) is proposed for construction in a joint effort with MDOT. Ypsilanti Township's Phase 2 plan, as applied for with Connecting Communities funds, for Huron Street included two segments of pathway construction; along the west side of Huron Street from James L Hart to the I-94 Service drive, and the second pathway along the east side of Huron Street, connecting James L Hart to North Bay Park (See Attached Phase 2 Figure). Earlier this year, the Ypsilanti City Council voted unanimously to apply for \$300,000.00 of grant money from the Michigan Natural Resources Trust Fund to help offset their \$3.3 million dollar construction costs. With that award, the City/MDOT Huron Pathway Project includes a western connection from the I-94 bridge to James L Hart Parkway, tentatively planned for 2022 construction.

Given that one segment of the Township's original Phase 2 plans is proposed for construction by MDOT and the City, it is our understanding that the Township still wishes to add the proposed eastern segment of the pathway to connect North Bay Park path and include this in the bid package already prepared by OHM Advisors (Phase 1).

The design tasks will remain the same from the original proposal (attached) and are requested to be amended as outlined in the below table; work in Task 1 includes gathering of additional topographical survey, utility information and also collection of soils information of the proposed project area. Task 2 is simply designing the additional pathway and securing the necessary permits. Task 3 and Task 4 have remained unchanged.

In order to complete the design for the additional pathway segment, we are requesting a budget amendment not to exceed the amount of **\$6,800.00**. The proposed pathway from James L Hart to North Bay Park adds approximately five (5) stations (450 feet) to the project. The additional pathway will add approximately 2 additional sheets to the plan set. OHM will prepare permits in accordance with the WCRC to include this additional section. Note that this does not include additional pathway within North Bay Park. This amendment to the scope also



does not anticipate traffic signal design work as part of this project and is therefore excluded from our scope of services. If traffic signal design work is required a separate proposal can be provided upon request.

Overall, approximately 40 Hours Field Data Collection and up to 20 Hours of Design are estimated and included in this amendment to add the proposed additional pathway. This will amend the previously approved budget from \$32,500.00 to \$39,300.00. The table below illustrates how the amendment will contribute to each necessary task.

	<b>Original</b>	<b>Amended Budget</b>
<b>Task 1:</b> Design Survey/Topo and Field Data Collection	\$9,650.00	\$14,370.00
<b>Task 2:</b> Engineering Drawing Design	\$15,900.00	\$17,980.00
<b>Task 3:</b> Specifications and Final Bid Package Assembly	\$4,450.00	\$4,450.00
<b>Task 4:</b> Bidding	\$2,500.00	\$2,500.00
<b>Total</b>	<b>\$32,500.00</b>	<b>\$39,300.00</b>

We appreciate the opportunity to work with the Township on this project and we believe this additional pathway extension will positively impact this area of North Bay Park and help make the surrounding area more pedestrian friendly

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

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

Sincerely,  
OHM Advisors

Matthew D. Parks, P.E.

Encl: Huron Street Pathway Proposed Phase 2 Map  
Huron Street Pathway Proposal for Engineering Design Services – January 13, 2020



OHM ADVISORS  
CONSULTANT

Charter Township of Ypsilanti  
CLIENT

\_\_\_\_\_

(Signature)

Brenda L. Stumbo

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

\_\_\_\_\_

(Date)

Oct. 21, 2020

(Signature)

Karen Lovejoy Roe

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

Oct. 21, 2020



Legend

■ Pathway

# Huron Street Pathway Phase #2 Whole Map

I-94 Exit Ramp

James L Hart Pkwy

S Huron St

Huron St

Anna J Stepp Rd

James L Hart Pkwy



700 ft

October 9, 2020

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

Re: **Charter Township of Ypsilanti  
Civic Center Building Entry Improvements and IT Expansion  
7200 S. Huron River Drive, Ypsilanti Township, MI 48197**

Dear Mr. Hoffmeister:

Thank you for the opportunity to submit this proposal for Professional services for the above named project. Our understanding of the project is as follows.

### **PROJECT UNDERSTANDING**

#### Entry Improvements

You would like to prepare a design for the renovation of the existing main entry into the building. The existing space is to receive a single story vestibule addition measuring approximately 8' x 15'. The addition will include the following: matching aluminum storefront entry system and glazing; slab on grade; matching roofing; matching hardware; new security check-in systems; vestibule HVAC system; video/CCTV surveillance; entry scanning equipment; metal detectors; forced entry ballistic resistant doors, windows, wall and roof; bollard control; obscure glazing; stainless steel mesh or bullet proof glass security screens; signage. The project also includes the re-design of the aluminum entry from the civic center into the court. This door and the flooring at the threshold will be removed and relocated for barrier free access.

#### IT Expansion

You would like to prepare a design for the renovation and expansion of the existing IT Department. The existing space is to receive a single story addition with an interior dimension measuring approximately 12' x 14'. The addition will include the following: matching brick veneer; matching roofing; matching fenestration; slab on grade; room for the existing central computing system and UPS. The MEP requirements for the room include: grounding rod; power outlets; cable ladder runways; conduits for cable distribution; cross room cooling; ESD flooring; air exchange; humidifier; two circuits coming from the UPS; key card access.

### **SCOPE OF BASIC SERVICES:**

HOPPE Design, LLC proposes to provide Professional Architectural Services as follows:

#### Pre-Design

*Measuring:* HOPPE Design, LLC will measure the portion of the existing building effected by the change and document the approximate dimensions on a base plan.

#### Preliminary Design

*Preliminary Design:* HOPPE Design, LLC will prepare a proposed schematic design. The schematic design will include a floor plan and exterior elevation.

#### Construction Documents

*Architectural Working Drawings:* HOPPE Design, LLC will prepare architectural working drawings to be used for permitting, bidding and construction. These documents will include a code analysis, egress plan, partial floor plan, partial roof plan, partial exterior elevations, partial building sections, wall section, large scale plan, partial reflected ceiling plan, door and hardware schedules, interior elevations, and room finish schedules.

*Structural Working Drawings:* HOPPE Design, LLC will prepare structural working drawings to be used for permitting, bidding and construction. These documents will include foundation plan, specifications and structural details and notes.

*Mechanical/Electrical/Plumbing Schematic Drawings:* HOPPE Design, LLC will prepare mechanical/electrical/plumbing schematic drawings to be used for permitting, bidding and construction. These documents will include mechanical systems, interior lighting and power distribution, plumbing, specifications, details, and notes. The fire suppression system will be described in the specification and will be bid as a design build requirement and submitted as a deferred submittal by the fire suppression contractor.

*Specifications:* HOPPE Design, LLC will provide a written project manual that will include front end material as provided by the client as well as limited technical specifications.

*Security:* HOPPE Design, LLC will provide a bid package describing security measures for the new entry. The security measures will include extension of the existing video/CCTV surveillance system; entry scanning equipment; and metal detectors.

#### Bidding

HOPPE Design, LLC will assist the client in reviewing the documents with the bidders, issue addenda to the construction documents and assist the client in negotiating a contract for construction.

#### Construction Contract Administration

HOPPE Design, LLC will provide limited contract administration services to include: correspondence with the contractor during construction; a final site review; and preparation of a punchlist.

#### Deliverables

HOPPE Design will provide a pdf of all drawings and specifications. All printed copies of the drawings, specifications and renderings will be provided by the client.

### **ASSUMPTIONS AND RESPONSIBILITIES**

This agreement is based upon the following assumptions and description of responsibilities.

The client will provide HOPPE Design, LLC with all available existing site and building drawings and the architect shall be allowed to rely upon the accuracy of such drawings.

The client will secure services related to the design of the server room HVAC system under separate contract.

The remainder of Construction Contract Administration services and Approval Assistance are not included in this agreement and will be provided only after receipt of a signed amendment to this agreement.

The client is responsible for all permitting fees.

Those services shown on the attached list of “available services” that are not explicitly described under the proposed scope of basic services above are excluded. Additions to this scope of basic services may be provided under this agreement with a signed amendment to the agreement.

#### **FEE:**

Compensation for Basic Services rendered as described above shall be **Twenty-two thousand dollars (\$22,000.00)**.

Payment for services shall be as follows: fifty percent of fee prior to commencement of services; fifty percent upon completion of construction documents.

Compensation for Additional Services rendered shall be based on the hourly rate of \$170.00 per hour.

**SCHEDULE:**

The Architect is prepared to begin work within ten working days of receipt of a signed Agreement.

**TERMS AND CONDITIONS:**

The terms and conditions of this proposal shall be in accordance with the attached Standard Terms and Conditions of the Agreement. This unexecuted proposal shall remain in effect for thirty days, after which time HOPPE Design, LLC reserves the right to review and modify any and all portions of this proposal. Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Your return of a signed copy of this proposal and initial payment will serve as authorization to proceed. If you have any questions or need additional information, please contact this office.

Sincerely,

Wayde C. Hoppe, R.A.  
President  
NCARB, LEED AP

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Client

---

Date

## DESCRIPTION OF AVAILABLE SERVICES

The following is a list of Services available from the office of HOPPE Design, LLC. Only those Services noted in the Scope of Basic Services of this Agreement will be provided under this Agreement. The Owner may elect to add services from the list below to the Scope of Basic Services by request for Amendment. Such services will be provided upon signature and receipt of such amendment and will be provided for at the above stated hourly rate.

### PRELIMINARY DESIGN

- Master Planning
- Schematic Floor Plans and Elevations
- Elevation Rendering, Black and White
- Perspective Rendering, Black and White
- Perspective Rendering, Color
- Model Built to Scale
- Assist in Selection of Structural System
- Provide Structural Criteria for Geotechnical Consultant
- Initial Concept and Budget Review
- Existing Building Survey and Measurements
- Program Development

### CONSTRUCTION DOCUMENTS

- Architectural Working Drawings
- Structural Working Drawings
- Civil Working Drawings
- Mechanical Working Drawings
- Electrical Working Drawings
- Specifications and General Conditions
- Statement of Probable Construction Costs
- Building Engineering including design and selection of HVAC, Plumbing and Electrical Equipment
- Site Engineering including Civil engineering, Landscape Design, and Grading Plans.
- Utilities: design of utilities to the site including telephone, natural gas, power, cable and water and assisting the Owner in submitting for approval from the utility providers.
- Product and Manufacturer Selection and Specification: Assisting the Owner in selecting and specifying the Finish, Style and Manufacturers of interior finish materials, exterior materials, plumbing fixtures and disposals, shower enclosures and doors, cabinetry, counters and millwork, tile, hardwood flooring, trim, pavers, shingles, siding, banisters, shelving, mantels and fireplace surrounds and inserts, doors and hardware, windows, exhaust hoods, exhaust fans, light fixtures, and appliances.

### BIDDING AND NEGOTIATING

- Bidders List: assisting the Owner in assembling a list of qualified bidders.
- Distribution of bidding documents
- Consultation with Bidders
- Pre-Bid Conference
- Assist in Evaluating Bids
- Execute Final Agreement

### CONTRACT ADMINISTRATION

- Periodic site visits to observe progress of the project
- Consultation with the Owner or Contractor for review of site and building related issues.
- Shop Drawings and Submittal Review.
- Testing and Inspection Coordination
- Final Acceptance
- Review of Applications for Payment, Lien Waivers, and Sworn Statements.
- Issuance of Change Orders, Field Orders, and Certificate of Substantial Completion.

### APPROVAL ASSISTANCE

Assisting the Owner, by submissions and representation only, in filing for application for approval from authorities having jurisdiction over the project. Such authorities may include the following:

- Planning Commission
- Zoning Board of Approval: Special Use Permit
- Zoning Board of Approval: Variance
- City Council
- County Soil Erosion Control
- County Drainage Commission
- Michigan Department of Environmental Quality
- YCUA
- Detroit Water and Sewer
- County Road Commission
- County Well Permit
- Sewage Permit
- Septic System Inspection
- Sign Permit
- County Health Department
- State Department of Public Health
- Army Corps of Engineers: flood plain determination
- EPA: soil erosion permit
- Barrier Free Design Rule Exception

### EXTENDED SERVICES

Assist the Owner in procuring services from Consultants related to special concerns including the following:

- Contamination Investigation
- Contaminant Abatement
- Subsurface Investigation
- Land Surveying
- Interior Design
- Signage Design: Interior and Exterior
- Food Service Equipment Design
- Detailed Cost Estimating
- Graphic Design
- Furniture and Fixture Design and Layout

## STANDARD TERMS AND CONDITIONS OF THE AGREEMENT

### ACCESS TO SITE

Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Architect will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### ALLOCATION OF RISK

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses for any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Architect and his subconsultants to all those named shall not exceed the Architect's total fee for services rendered on the project or the available limits on the architect's professional liability insurance, whichever is less. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

### AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA, except where it can be demonstrated that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA may be subject to various and possibly contradictory interpretations and that the standards for design practice as it relates to disabled legislation are still evolving. Therefore, the Architect shall use his reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, and to conform the construction documents to the requirements of such laws. However, the Architect cannot and does not warrant or guarantee the Owner's project will comply with interpretations of ADA requirements.

### ASSIGNMENT

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

### CONSTRUCTION COST

Construction Costs are defined as the cost of any and all building and site work requiring architectural drawing, documentation and advice; including Contractor fees, equipment, and counterwork. Construction Costs shall also include the absolute value of changes made after the completion of the contract document phase. It does not include the cost of professional architectural fees or interior furnishings. Until final construction costs have been presented, an estimated cost of construction, prepared by the Architect, will be used for calculating the billings.

### CONSTRUCTION OBSERVATION

If described in this agreement as a part of basic services, the Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Owner and the Architect, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Architect, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Consultant shall keep the owner informed about the progress of the Work. If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the Architect as Additional Services in accordance with the terms of this Agreement.

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

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

### CONTINGENCY

The Owner and the Architect agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Architect and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve in the amount of ten percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

### DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Architect agree that all disputes between them arising out of or related to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Arbitration shall be a secondary method of dispute resolution. The Owner and the Architect further agree to include a similar provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

#### HAZARDOUS MATERIALS

Both parties acknowledge that the Architect's scope of services does not include any services related to hazardous or toxic materials. In the event the Architect or any other party encounters hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present to the jobsite, or any adjacent areas that may affect the performance of the Architect's services, the Architect may at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

#### INDEMNIFICATION

The Owner shall indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including all attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named with respect to the services under this agreement, excepting those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect. The Owner agrees to include this same indemnification in any agreement made with contractors, subcontractors, suppliers, or consultants who provide services or products with respect to this project, indemnifying the Architect as described above.

#### INVOICES

HOPPE Design, LLC will invoice monthly for the portion of the work completed to that date and payment is due upon receipt of invoice. Payment due and unpaid shall bear interest from the date payment is due at the rate of 1-1/2 percent per month or the maximum allowable by law, whichever is lower.

#### OBSOLESCENCE

Although the Architect endeavors to specify products that are readily available, the Architect does not warrant that specified products will not be obsolete or in any other manner unavailable or inapplicable for the project, or that such products may not increase in cost for any reason. The Owner acknowledges that the Architect is not liable for costs associated with the unavailability of specified products, delays to the project due to the unavailability of specified products, or additional costs to the project due to replacement of unavailable products.

#### OPINIONS OF PROBABLE COST OF CONSTRUCTION

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

#### OWNERSHIP OF DOCUMENTS

All documents produced by the Architect under this agreement and the copyright for those same documents shall remain the property of the Architect and may not be used by the Owner for any endeavor without written consent of the Architect. Should the Architect consent to give permission for the Owner to use the copyrighted documents, the Owner shall direct any consultants employed by the Owner to remove all reference to the Architect from the drawings of record, including statements and title block information that reference the Architect, prior to use of the documents for any reason. Furthermore, the Owner agrees to indemnify and hold harmless the Architect, his officers, directors, employees, and consultants against any damages, liabilities or costs including attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized re-use or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the written authorization of the Architect.

#### PERMITS AND APPROVALS

The consultant shall assist the Owner in connection with the Owner's responsibility for applying for those permits and approvals normally required by law for projects similar to the one for which the Architect's services are being engaged, if those services are listed in the Scope of Basic Services of this agreement. If not specifically listed in the Scope of Basic Services, then the Architect shall be compensated for this service as an Additional Service. This assistance shall consist of completing and submitting forms and providing information to the appropriate regulatory agencies having jurisdiction over the documents, and other services included in the Scope of Basic Services of this agreement. The Architect cannot and does not warrant or guarantee the Owner's project will comply with requirements of federal, state and local laws, rules, codes, ordinances, and regulations.

#### PRIOR CONTRACTS AND CONDITIONS

The Owner agrees to indemnify and hold harmless the Architect from all damages and liability arising out of or in any way connected with the performance of any previous architect or engineer related to the project, existing buildings or site, including soils analysis and foundation design. The Owner also agrees to terminate all previous agreements with design professionals that have provided services related to this project prior to entering into this agreement. The Architect is not required to inspect, review, alter or evaluate in any way the services provided by a previous design professional.

#### REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for services and include expenses incurred in the interest of the project and are as follows: expense of reproductions, postage and handling of drawings, specifications and other documents; mileage, and photographic expenses required of the Architect; fees paid for securing approval of authorities having jurisdiction over the project; renderings, models and mock-ups requested by the Owner; additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; Mechanical, Electrical, Structural and Civil consultants if required. Reimbursable expenses will be billed at 1.15 (one point one five) times the amount billed the Architect. Costs for site surveying consultants, if required, will be invoiced directly to the Owner.

#### RIGHT TO RETAIN SUBCONSULTANTS

The Architect may engage the services of any subconsultants when, in the Architect's sole opinion, it is appropriate to do so. Such subconsultants may include any specialized consulting services deemed necessary by the Architect to carry out the scope of the Architect's services.

#### SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

#### STANDARD OF CARE

In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

#### STATUTES OF REPOSE AND LIMITATION

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the Architect's services are completed or terminated.

#### SURVIVAL

All limitations of liability, indemnifications, warranties, and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

#### TERMINATION OF SERVICES

This agreement may be terminated by the Owner or the Architect for any reason. In the event of termination, the Owner shall pay the Architect for all services rendered to the date of termination plus all reimbursable expenses.

#### THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

#### UNAUTHORIZED CHANGES

In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Architect without obtaining the Consultant's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect's construction documents without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

#### VERIFICATION OF EXISTING CONDITIONS

In as much as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees to bear all costs, losses and expenses, including the cost of the Architect's additional services, arising from the discovery of concealed or unknown conditions in an existing structure.



## WASHTENAW COMMUNITY COLLEGE & YPSILANTI TOWNSHIP COMMUNITY CENTER AGREEMENT FOR EXTENSION CENTER OFFERINGS

This agreement is made by and between **Washtenaw Community College**, hereinafter called the **College** and the Charter Township of Ypsilanti Community Center, Ypsilanti, Michigan hereinafter called the **Center**.

The College and the Center desire to be partners in providing Adult Education ESL instructional program classes funded by the 2020-2021 Section 107, MI-State School Aid Act to the residents of the College service area, in particular, Ypsilanti Township, thereby giving added dimension to the programs and services already available to the people of the community, with input from the Center staff and other community leaders. The Center desires to make this program available to the people of the College service area and Ypsilanti Township area by providing facilities and support for said adult education ESL instructional programs; therefore, it is deemed advisable to establish certain rules, regulations, and financial determinations so that the respective roles of the College and the Center can be delineated for the accomplishment of these purposes.

Therefore, be it mutually agreed in considerations of the promises to each other as follows:

### The College agrees:

- To adhere to safety protocols and procedures implemented by the Center to minimize spread of COVID-19.
- To provide all instructional personnel and direct administrative services necessary for conducting quality adult education ESL instructional program classes.
- To provide classroom and technical equipment necessary to conduct classes.
- To promote enrollment for the adult education ESL instructional program classes by providing appropriate publicity through local media and other means.
- To schedule the adult education ESL instructional program classes at those times, days and evenings, in compliance to a mutually agreed upon calendar. A calendar of orientation, PD, and class dates and times must be arranged through the Center's Director prior to the start of each new program session.
- To make adequate prior arrangements and communications for class time and date changes due to unforeseen circumstances.
- To follow reasonable practices relating to the proper use and care of the Center properties and facilities.
- To conclude all classes no later than 8:00 p.m.
- To adhere to the current applicable Center's Rules and Regulations as stated in the following:
  - o The Community Center is a smoke free, alcohol free, and drug free facility.

- o The use of open flames, such as lighted candles, are strictly prohibited.
- o Any form of gambling or game of chance, unless expressly permitted by law and subject to the approval and issuance of special permits is prohibited on the premises.
- o A Building Attendant and/or Custodian will be on duty during all hours of building operation and groups must guarantee responsiveness to the directives of all department staff. Accidents and damage, no matter how trivial must be reported to Department staff immediately.
- o Property of the Community Center shall not be removed from the facility at any time.
- o Groups shall not use, remove or disturb any supplies, bulletin boards or any other items in the Community Center. Some items may be moved or placed out of sight with advanced Department approval and must be returned to the original location at completion of use.
- o Groups shall be restricted to the room(s) assigned, except for use of restrooms and common areas. Use of facilities outside the building is restricted to the parking facilities unless granted prior Department approval.
- o Placement of posters, banners, decorations, etc. may be permitted upon prior Department approval.
- o The Community Center is not responsible for equipment or supplies brought in by groups, but will work collaboratively with the College to ensure safety and security of the rented space.
- o The Charter Township of Ypsilanti assumes no responsibility, financial or otherwise, for accidents or injuries sustained by individual or groups of individuals while using the facilities.
- o The Charter Township of Ypsilanti assumes no responsibility for damage or theft of personal items.
- o The Township & organization using township buildings shall refrain from using Styrofoam products for use in Township Building (Charter Township of Ypsilanti Resolution 89-16)

The Center agrees:

- To implement the State recommended safety protocols and guidelines to minimize the exposure and spread of COVID-19.
- To provide a designated classroom at the Center (Room 103) for exclusive use of adult education services and classes, Monday-Friday. On Monday, Tuesday, and Wednesday evenings starting in the fall 2020 semester, the Township will also provide use of (Room 301) for adult education services and classes.
- The College and the Township will mutually agree to a program calendar for the delivery of educational services and classes.
- To allow persons to register for adult education ESL instructional program classes in accordance with the College's non-discrimination, Open Door Policy.
- To provide an on-site employee for the purpose of opening and closing the buildings and classrooms where adult education instructional program classes are conducted.

- To provide custodial and maintenance services for the facilities and grounds used by the adult education instructional program classes.
- To make classrooms physically accessible to the students and to see that the classrooms are kept open for adult education instructional program classes in a timely manner.
- To provide security and safety arrangements for the adult education instructional program classes faculty and students similar to those provided to the employees and participants of the Center.
- In addition to the mutually agreed upon calendar that recognizes the Center's furloughs and planned closures, on certain school days, the Center may be closed due to inclement weather. On these days, adult education instructional program classes may not meet.

General Provisions:

- For the duration of this contract, this agreement covers the exclusive use of (Room 103) and the use of (Room 301) Monday, Tuesday & Wednesday evenings from 5-8 pm. Orientation, entry assessment, advising, counseling sessions, and staff professional development will generally be conducted between 9:00am-8:00pm, Monday-Friday based upon the mutually agreed calendar. In light of conditions created by the COVID-19 pandemic, the College may have to resort to remote and/or virtual program operations and delivery. In this case, the Township will continue the commitment to holding and maintaining the designated rooms for the adult education program noted in this agreement.
- It shall be the individual responsibility of each of the parties to carry and maintain its own insurance of public liability and property damage.
- The Center and the College further agree to negotiate any changes that may be deemed necessary as a result of changed circumstances and to amend the contract through mutual agreement at any time during the said contract period.
- The Center and the College agree to be bound by the provisions of this operating agreement for the period July 1, 2020 through June 30, 2021 for the total sum of \$16,000.00 derived from the 2020-2021 Section 107, MI-State School Aid Act. The total rent sum covers the cost of providing Adult Educations services and will be paid in four equal installments of \$4000 by October 30, 2020, January 8, 2021, March 12, 2021 & June 4, 2021. The check will be made payable to the Charter Township of Ypsilanti.

Responsible College Administrator Bonnie Truhn, Adult Transitions Pathways Director

College Area/Office Adult Basic Education FOAPAL: 24451-44450-7507-440-FC261.

\_\_\_\_\_  
William L. Johnson  
WCC EVP & CFO

\_\_\_\_\_  
Date

*Wesley Stumbo*

*Kara Longway Rose*

*Oct 21, 2020*

\_\_\_\_\_  
Township Supervisor,  
Charter Township of Ypsilanti

\_\_\_\_\_  
Date

*Brenda L. Stumbo*

*Kara Longway Rose*



781 Elmgrove Rd. • Rochester, NY 14624  
 (855) GEN-CODE • (585) 328-1810  
 FAX (585) 328-8189

**CHANGE ORDER # YP4135\_09082020**  
**LASERFICHE AVANTE SYSTEM – ADDITIONAL PRODUCT AND SERVICES**

**Client Name:** Ypsilanti Charter Township  
**Address:** 7200 South Huron River Drive  
 Ypsilanti, MI 48197

**Contact Person:** Travis McDugald  
**Account Executive:** Bryan Fatka  
**Date:** 09-08-2020

Line Item Description	Model #	Quantity	Unit Price	Total
<b>Base Software</b>				
Avante Named Full User with Snapshot, Web Access & Email	MNF16	5	\$600.00	\$3,000.00
<b>Base Software Subtotal</b>				<b>\$3,000.00</b>
<b>Add-Ons/Plug-Ins</b>				
Laserfiche Avante Participant User	MPAR	20	\$350.00	\$7,000.00
Avante Quick Fields Document Classification	MCQ09	1	\$4,995.00	\$4,995.00
Avante Starter Audit Trail	MATS16	5	\$50.00	\$250.00
Avante Quick Fields Zone OCR Validation Pkg	MCQC3	1	\$2,795.00	\$2,795.00
Avante Laserfiche Connector	MCNC16	10	\$25.00	\$250.00
Avante Forms	MFRM16	10	\$50.00	\$500.00
<b>Add-Ons/Plug-Ins Subtotal</b>				<b>\$15,790.00</b>
<b>Support</b>				
LSAP Avante Named Full User with Snapshot, Web Access & Email	MNF16B	5	\$120.00	\$600.00
LSAP Avante Starter Audit Trail	MATS16B	5	\$10.00	\$50.00
LSAP Avante Quick Fields Document Classification	MCQ09B	1	\$1,000.00	\$1,000.00
LSAP Avante Quick Fields Zone OCR Validation Pkg	MCQC3B	1	\$560.00	\$560.00
LSAP Avante Laserfiche Connector	MCNC16B	10	\$5.00	\$50.00
LSAP Avante Forms	MFRM16B	10	\$10.00	\$100.00
LSAP Laserfiche Avante Participant User	MPARB	20	\$70.00	\$1,400.00
<b>Support Subtotal</b>				<b>\$3,760.00</b>
<b>Professional Services</b>				
Training - remote		2	\$1,150.00	\$2,300.00
Forms & Workflow Development - remote %*		20	\$175.00	\$3,500.00
Laserfiche Project Management		1	\$300.00	\$300.00
<b>Professional Services Subtotal</b>				<b>\$6,100.00</b>
<b>Grand Total</b>				<b>\$28,650.00</b>

*\*10 hours of Development work from the original Laserfiche contract (YP4135\_356858) will be used for this project as well*

*%See Statement of Work in Appendix B for additional information*

*LSAP/SAAS fees shown herein are for a full year LSAP/SAAS. As applicable, LSAP/SAAS will be prorated to align with the existing LSAP/SAAS anniversary date for the main system. Therefore, the LSAP/SAAS amount on your invoice may be less than the amount shown here.*

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

*LSAP/SAAS: 2<sup>nd</sup> year forward for this component is estimated to be: \$3,760.00\**

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

## CHANGE ORDER

**Payment Terms:** \$22,550.00 upon order of software and support  
\$6,100.00 upon completion of services

**Price Validity:** Price is valid for 90 days from 09-08-2020

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

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

This Change Order is subject to General Code's Content Management Solutions Terms & Conditions and to the License Agreements for the software referred to above, all of which are available at <http://cms.generalcode.com/terms-conditions> and are incorporated herein by reference, and client authorizes General Code to proceed with the project.

The prices and specifications in this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

**YPSILANTI CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN**

Signature *Brenda L. Stumbo* *Karen Wojcik* Date Oct. 21, 2020

Name Brenda L. Stumbo Karen Wojcik Title Supervisor / Clerk

## CHANGE ORDER

### APPENDIX A – RECOMMENDED SERVER/WORKSTATION SPECIFICATIONS

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

[Laserfiche Avante Minimum Recommended Hardware Specs](#)

[Laserfiche Default Ports](#)

[Virtualization Considerations for Laserfiche](#)

# CHANGE ORDER

## APPENDIX B – STATEMENT OF WORK

### Templates:

#### Accounts Payable – Purchase Order

1. PO Number	Required	Number	Formatted to fit their PO # structure
2. PO Amount	Required	Number	Formatted to currency
3. Vendor Name	Required	Text	
4. Requester Name	Required	Text	
5. Department	Required	List	They will provide. . .possibly from DB

#### Accounts Payable – Invoice

1. Approved by Board	Required	List	Yes/No (Default to No)
2. Vendor Name	Required	Text	
3. Invoice Number	Required	Number	
6. PO Number	Not Required	Number	Formatted to fit their PO # structure
4. Date Issued	Not Sure	Date	Possibly pre-fill with today
5. Amount Due	Required	Number	Formatted to currency
6. Requestor Name	Not Required	Text	
7. Department	Required	List	They will provide. . .possibly from DB

### Folder Structure:

1. Finance
  - a. Accounts Payable
    - i. 1 Open Purchase Orders
    - ii. 2 Invoices For Approval
      1. Invoices Not Assigned
    - iii. 3 Complete Warrants
      1. Vendor Name
        - a. Year
          - i. Invoice Number for name of folder
            1. Invoice, PO, completed form reside here
      2. Vendor Name
      3. Vendor Name

### Column Views:

- PO View: Name/PO Number/PO Amount/Vendor Name/Requester Name/Department/Creation Date
  - Assigned to "1 Open Purchase Orders" folder
- Warrant View: Name/Invoice Number/Amount Due/Date Issued/Vendor Name/PO Number/Department/Creation Date
  - Assigned to "2 Invoices for Approval" and "3 Complete Warrants" and all subfolders

### Process:

1. Requisition and PO approval is done all in BS&A - when complete, will utilize a Connector profile to screenshot the PO screen in BS&A and import to Laserfiche folder "1 Open Purchase Orders"
  - a. Set up an agreed upon key command as well as the icon to click.
  - b. Capture all 5 required data points from BS&A Screen.
  - c. We discussed options, the screenshot is the best option.



## CHANGE ORDER

2. **Quick Fields:** Invoices come in physical mail, we'll use QF to bring invoices into Laserfiche folder "Invoices Not Assigned"
  - a. Require Vendor, Invoice #, Invoice Amount, Department
  - b. We will require classifications for a few invoices like Amazon, Comcast, etc.
    - i. Auto-grab all data necessary.
    - ii. Build 2 classifications – train will be provided on how to build additional classifications.
  - c. We will have a "Not Classified" classification so the end user can look at the invoice and manually capture necessary metadata.
3. **Workflow "Invoice Approval-1 PO Matching"** Any invoices that come into the "Invoices Not Assigned" folder are sent to a workflow to look up relevant metadata, find approving manager and kick off a Forms process. The Invoice is then moved to "2 Invoices for Approval" folder.
  - a. If PO number is entered at scan, it finds that PO and all metadata - sends form task to approver.
  - b. If no PO number entered at scan, it searches the repository based on vendor, amount, and department to find a matching PO - sends form task to approver.
  - c. If no PO info can be found, sends forms task to approver w/out PO or metadata.
4. **Forms Process: Manager Approval Step** Approver looks at all data and makes a choice
  - a. **Invoice Approval Form** needs almost everything to be required fields.
    - i. SQL Table will be built
    - ii. Look at rules on form I built, if no link/display to a found PO, then that field doesn't show, but an upload button does show up.
    - iii. Make sure the step is configured to automatically open if assigned to same person.
    - iv. Configure the timer event If the manager does not complete their task after "X" days, the AP department gets notified and can reassign.
    - v. Choices for buttons
      1. Deny Payment-sends email to finance with notes on why it was denied.
        - a. In the demo, just an email. We should add a step to save all related information in a "denied" folder.
      2. Approve-moves along process to finance to confirm and create payment.
      3. Find PO Information: Manager enters a PO# that searches Laserfiche (**using Workflow "Invoice Approval-2 Manager PO Lookup"**) for the data. If it comes back with no data - they upload a PO and click "Approve" to send to finance.
  - b. **Finance Payment Form** is for finance team to do a final check, then set up payment in BS&A.
    - i. Choices for Buttons
      1. Need More Information: Requests more info from manager, see Forms Process. Within the email to manager, a link to the Forms Inbox will be provided.
      2. Clicking "Invoice Paid" kicks off the last workflow
        - a. **Workflow "Invoice Approval-3 Move Files to Complete Warrants"** moves all files to final resting place within the repository
5. **Custom Search:**
  - a. Warrants (PO/Invoice/etc.) are approved 2-3 times per month. All items on the agenda for approval are submitted 1 week prior to the meeting, so we need a search that easily finds these documents for the Board members to review each warrant and also make it easy for the end user to change all statuses to complete.

## CHANGE ORDER

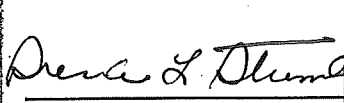
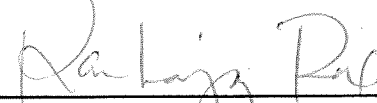
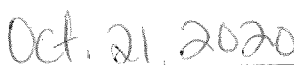
- i. They will manually update this one: Date with Created Or Last Modified before x/xx/xx
  - ii. Search within the "3 Complete Warrants" folder
  - iii. Search for Type: Folders
  - iv. Field Search template "Accounts Payable – Invoice" and field "Approved by Board" equaling NO.
- b. Report: Using the search above, they want to export the results as a CSV to provide the board at each meeting.

Proposal to...  
Ypsilanti Charter Township, Washtenaw County MI  
October 7, 2020  
Account Executive: Dan J. Burns, CPA

**Integration**

BS&A Integration with Laserfiche Document Management System **\$3,000**  
*Ability to store and retrieve document attachments in Laserfiche Document Management system, for all currently integrated BS&A applications*

Signature constitutes an order for products and services as quoted.

		
Signature		Date
Brenda L. Stumba	Raven Lovejoy Roe	

Please complete the following for our records:

Project Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_



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**CHARTER TOWNSHIP OF YPSILANTI  
2020 BUDGET AMENDMENT #13**

**October 20, 2020**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

<b>101 - GENERAL OPERATIONS FUND</b>	<b>Total Increase</b>	<b><u><u>\$22,000.00</u></u></b>
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Request to increase the budget for professional service for design, bidding, and construction services for improvements to the IT Network Room and the Civic Center/14B Campus Security Screening. This will be funded by an Appropriation from Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance		\$22,000.00
		<b>Net Revenues</b>	<b><u><u>\$22,000.00</u></u></b>
Expenditures:	CAP OUT - CIVIC CTR/14B COURT CAMPUS		\$22,000.00
		<b>Net Expenditures</b>	<b><u><u>\$22,000.00</u></u></b>

<b>206 - FIRE FUND</b>	<b>Total Increase</b>	<b><u><u>\$2,543.00</u></u></b>
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Request to increase budget for PTO payout request of 125 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$2,543.00
		<b>Net Revenues</b>	<b><u><u>\$2,543.00</u></u></b>
Expenditures:	Salaries Pay Out - PTO & Sick	206-206-000-708.004	\$2,362.00
	FICA	206-206-000-715.000	\$181.00
		<b>Net Expenditures</b>	<b><u><u>\$2,543.00</u></u></b>

<b>212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)</b>	<b>Total Increase</b>	<b><u><u>\$6,800.00</u></u></b>
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Request to increase the budget for OHM's engineering service to design and bid an additional connection for the Huron Street Pathway located on the east side of Huron Drive from James L Hart (Eagle Crest Entrance) to North Bay Park . This will be funded by an Appropriation from Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$6,800.00
		<b>Net Revenues</b>	<b><u><u>\$6,800.00</u></u></b>
Expenditures:	Capital-Pathway Huron #1	212-970-000-997.250	\$6,800.00
		<b>Net Expenditures</b>	<b><u><u>\$6,800.00</u></u></b>

Motion to Amend the 2020 Budget (#13)

Move to increase the General Fund budget by \$22,000 to \$10,390,807 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$2,543 to \$6,581,125 and approve the department line item changes as outlined.

Move to increase the BSR II Fund budget by \$6,800 to \$2,415,717 and approve the department line item changes as outlined.