

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE

HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.

April 21, 2020

Regular Meeting – 7:00 p.m.

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

DEPARTMENTAL REPORTS

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

JANUARY 2020

Fire Department staffing levels are as follows:

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

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 383 requests for assistance. Of those requests, 246 were medical emergency service calls, with the remaining 137 incidents classified as non-medical and/or fire related.

Department activities for the month of January 2020:

- 1) The Public Education Department participated in the following events:
 - a) Smoke Alarms: 148 Oregon (2), 1755 Heather Ridge (2), & 2381 Ravinewood (2)
 - b) Car Seat fittings for U of M Buckle Up program
- 2) Fire fighters attended 11 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
 - a) Washtenaw County Haz-Mat Team
 - b) Washtenaw County Tech Rescue Team
 - c) EMS Refresher

The Fire Marshal had these activities / events for the month of January 2020:

- 1) Plan Reviews: 4
- 2) Building Inspections: 13
- 3) Fire Investigations: 2
- 4) Liquor Inspections: 2
- 5) Meetings: 9
- 6) Classes: 4

The Fire Chief attended these meetings / events for the month of January 2020:

- 1) US 12 Bypass meeting
- 2) WAMAA
- 3) SE Michigan Fire Chiefs meeting
- 4) Haz-Mat Authority Board meeting
- 5) Officers meeting
- 6) Meeting with Union Officer – Holiday Overtime

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

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

This month the total fire loss, including vehicle fires, is estimated at ***\$113,014.00***. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 01/03/2020	2189 Glory Lane	\$ 0.00 (cooking)
2) 01/04/2020	2277 S Grove	\$ 4.00 (fire/other structure - balcony)
3) 01/10/2020	150 Allen	\$ 0.00 (outside rubbish)
4) 01/13/2020	8785 Spinnaker Way	\$ 0.00 (cooking)
5) 01/13/2020	2065 Ide	\$ 17,500.00 (building)
6) 01/16/2020	1303 Westmoorland	\$ 0.00 (Mutual Aid – City of Ypsilanti)
7) 01/16/2020	5488 Warren	\$ 0.00 (Mutual Aid – Superior Township)
8) 01/18/2020	391 Elder	\$ 0.00 (cooking)
9) 01/21/2020	1433 Harry	\$ 95,000.00 (building)
10)01/23/2020	765 Davis	\$ 0.00 (Mutual Aid – City of Ypsilanti)
11)01/25/2020	741 Dorset	\$ 0.00 (outside rubbish)
12)01/26/2020	1199 Woodglen	\$ 0.00 (chimney flue)
13)01/28/2020	2730 Int'l Drive	\$ 0.00 (dryer)
14)01/30/2020	1361 Wendell	\$ 500.00 (building)
15)01/31/2020	104 Kansas	\$ 10.00 (cooking)

Respectfully submitted,

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

Attachment: Image Trend Incident Type Report (Summary): 01/01/2020 – 01/31/2020

Ypsilanti Township - Incident Type Report (Summary)
monthly

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
100 - Fire, other	1	0.26%				
111 - Building fire	5	1.31%	90000.00	23000.00	113000.00	99.99%
112 - Fires in structure other than in a building	1	0.26%	4.00	0.00	4.00	0.00%
113 - Cooking fire, confined to container	4	1.04%	0.00	10.00	10.00	0.01%
114 - Chimney or flue fire, confined to chimney or flue	2	0.52%				
150 - Outside rubbish fire, other	2	0.52%				
Total: 15		Total: 3.92%	Total: 90004.00	Total: 23010.00	Total: 113014.00	Total: 100.00%
Incident Type Category (FD1.21): 2 - Overpressure Rupture, Explosion, Overheat (No Fire)						
221 - Overpressure rupture of air or gas pipe/pipeline	1	0.26%				
Total: 1		Total: 0.26%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
300 - Rescue, EMS incident, other	9	2.35%				
311 - Medical assist, assist EMS crew	69	18.02%				
320 - Emergency medical service, other	34	8.88%				
321 - EMS call, excluding vehicle accident with injury	114	29.77%				
322 - Motor vehicle accident with injuries	6	1.57%				
324 - Motor vehicle accident with no injuries.	14	3.66%				
Total: 246		Total: 64.23%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
424 - Carbon monoxide incident	3	0.78%				
Total: 3		Total: 0.78%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
510 - Person in distress, other	2	0.52%				
520 - Water problem, other	2	0.52%				
531 - Smoke or odor removal	2	0.52%				
550 - Public service assistance, other	1	0.26%				
551 - Assist police or other governmental agency	2	0.52%				
553 - Public service	1	0.26%				
554 - Assist invalid	4	1.04%				
561 - Unauthorized burning	1	0.26%				
Total: 15		Total: 3.92%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
600 - Good intent call, other	2	0.52%				
611 - Dispatched and cancelled en route	72	18.80%				
622 - No incident found on arrival at dispatch address	3	0.78%				
651 - Smoke scare, odor of smoke	1	0.26%				
Total: 78		Total: 20.37%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
700 - False alarm or false call, other	4	1.04%				
715 - Local alarm system, malicious false alarm	1	0.26%				
730 - System malfunction, other	2	0.52%				
733 - Smoke detector activation due to malfunction	1	0.26%				
735 - Alarm system sounded due to malfunction	1	0.26%				
736 - CO detector activation due to	4	1.04%				

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
malfunction						
743 - Smoke detector activation, no fire - unintentional	6	1.57%				
744 - Detector activation, no fire - unintentional	1	0.26%				
745 - Alarm system activation, no fire - unintentional	3	0.78%				
746 - Carbon monoxide detector activation, no CO	2	0.52%				
	Total: 25	Total: 6.53%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 383	Total: 100.00%	Total: 90004.00	Total: 23010.00	Total: 113014.00	Total: 100.00%

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

FEBRUARY 2020

Fire Department staffing levels are as follows:

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

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 348 requests for assistance. Of those requests, 216 were medical emergency service calls, with the remaining 132 incidents classified as non-medical and/or fire related.

Department activities for the month of February 2020:

- 1) The Public Education Department participated in the following events:
 - a) Station #1 Tour & Fire Safety for home school group
 - b) CPR Awareness Workshop for 18 township residents
 - c) Smoke Alarms: 207 Wilson (1)
 - d) Car Seat fittings for U of M Buckle Up program

- 2) Fire fighters received training in the following areas:
 - a) Washtenaw County Haz-Mat Team
 - b) Washtenaw County Tech Rescue Team
 - c) EMS Refresher

The Fire Marshal had these activities / events for the month of February 2020:

- 1) Plan Reviews: 5
- 2) Building Inspections: 10
- 3) Fire Investigations: 2
- 4) Liquor Inspections: 22
- 5) Meetings: 8
- 6) Classes: 1
- 7) Court Case for Gault Village Plaza

The Fire Chief attended these meetings / events for the month of February 2020:

- 1) US 12 / M17 Improvement meeting
- 2) WAMAA
- 3) 2 Liquor Inspections
- 4) Drafted AMA Agreements with Ypsi City, Superior Township, & Pittsfield Township Fire Depts.
- 5) EMS Continuing Education meetings
- 6) Plymovent meeting with Ypsi City Fire Dept.
- 7) Township De-Con meeting with Human Resources
- 8) Active 9-1-1 Renewal
- 9) Jackson Accountability Tags
- 10) Contractor meeting with Phoenix – HQ kitchen
- 11) Board Up meeting with Paul Davis Restoration

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

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

This month the total fire loss, including vehicle fires, is estimated at **\$231,555.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 02/02/2020	I-94	\$ 0.00 (vehicle)
2) 02/02/2020	1342 Andrea	\$ 40,000.00 (building)
3) 02/02/2020	1738 Laurel Bay Drive	\$ 55.00 (building)
4) 02/03/2020	2700 Int'l Drive #827A	\$ 0.00 (cooking)
5) 02/04/2020	8554 Spinnaker Way	\$ 0.00 (cooking)
6) 02/05/2020	81 Emerick	\$ 25,000.00 (vehicle)
7) 02/08/2020	1145 Share	\$ 135,000.00 (building)
8) 02/12/2020	86 Wiard	\$ 1,000.00 (freight vehicle)
9) 02/24/2020	E Michigan @ Laporte	\$ 30,500.00 (vehicle)
10)02/25/2020	218 Valley Drive	\$ 0.00 (dumpster)
11)02/26/2020	2885 Bynan #101	\$ 0.00 (other / hallway carpet)

Respectfully submitted,

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

Attachment: Image Trend Incident Type Report (Summary): 02/01/2020 – 02/29/2020

Ypsilanti Township - Incident Type Report (Summary)
monthly

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
100 - Fire, other	1	0.29%				
111 - Building fire	3	0.86%	100000.00	75055.00	175055.00	75.60%
113 - Cooking fire, confined to container	2	0.57%	0.00	0.00	0.00	0.00%
131 - Passenger vehicle fire	3	0.86%	55000.00	500.00	55500.00	23.97%
132 - Road freight or transport vehicle fire	1	0.29%	1000.00	0.00	1000.00	0.43%
154 - Dumpster or other outside trash receptacle fire	1	0.29%				
Total: 11		Total: 3.16%	Total: 156000.00	Total: 75555.00	Total: 231555.00	Total: 100.00%
Incident Type Category (FD1.21): 2 - Overpressure Rupture, Explosion, Overheat (No Fire)						
251 - Excessive heat, scorch burns with no ignition	1	0.29%	0.00		0.00	0.00%
Total: 1		Total: 0.29%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
300 - Rescue, EMS incident, other	7	2.01%				
311 - Medical assist, assist EMS crew	78	22.41%				
320 - Emergency medical service, other	24	6.90%				
321 - EMS call, excluding vehicle accident with injury	84	24.14%				
322 - Motor vehicle accident with injuries	7	2.01%				
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.29%				
324 - Motor vehicle accident with no injuries.	14	4.02%				
352 - Extrication of victim(s) from vehicle	1	0.29%				
Total: 216		Total: 62.07%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
411 - Gasoline or other flammable liquid spill	1	0.29%				
412 - Gas leak (natural gas or LPG)	1	0.29%				
424 - Carbon monoxide incident	4	1.15%				
440 - Electrical wiring/equipment problem, other	1	0.29%				
442 - Overheated motor	1	0.29%				
444 - Power line down	1	0.29%				
460 - Accident, potential accident, other	2	0.57%				
Total: 11		Total: 3.16%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
510 - Person in distress, other	3	0.86%				
531 - Smoke or odor removal	3	0.86%				
550 - Public service assistance, other	2	0.57%				
554 - Assist invalid	6	1.72%				
Total: 14		Total: 4.02%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
600 - Good intent call, other	4	1.15%				
611 - Dispatched and cancelled en route	61	17.53%				
622 - No incident found on arrival at dispatch address	2	0.57%				
651 - Smoke scare, odor of smoke	1	0.29%				
Total: 68		Total: 19.54%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
700 - False alarm or false call, other	6	1.72%				
711 - Municipal alarm system, malicious false alarm	1	0.29%				

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
713 - Telephone, malicious false alarm	1	0.29%				
735 - Alarm system sounded due to malfunction	6	1.72%				
740 - Unintentional transmission of alarm, other	1	0.29%				
743 - Smoke detector activation, no fire - unintentional	3	0.86%				
744 - Detector activation, no fire - unintentional	2	0.57%				
745 - Alarm system activation, no fire - unintentional	4	1.15%				
746 - Carbon monoxide detector activation, no CO	2	0.57%				
Total: 26		Total: 7.47%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 9 - Special Incident Type						
900 - Special type of incident, other	1	0.29%				
	Total: 1	Total: 0.29%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 348	Total: 100.00%	Total: 156000.00	Total: 75555.00	Total: 231555.00	Total: 100.00%

Supervisor
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Charter Township of Ypsilanti
Hydro Station

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

www.ytown.org

Date: March 3, 2020
To: Clerk's Office
CC: Brenda Stumbo, Supervisor
From: Michael Saranen, Operation Manager

Subject: Departmental Report (activities in February 2020)

Activities:

Ford Lake Dam

General Operation Summary:

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 3 after hour call-ins for January.

Average precipitation for the month of February is around 2.0", this year it was about 1.16".
Production for the month above average.

Regulatory:

- For 2020-**
- update DSSMP
 - DSSMR, **Started** (report in review)
 - Owners Dam Safety Program Review – Started
 - EAP Reprint
 - EAP annual update and test-
 - EAP Training- TBD
 - Part 12 Inspection- Planning
 - WQ Report – equipment being serviced
 - Nuisance Plant Plan Report –
 - Wildlife Plan Report –
 - Historical Activity Report –
 - Gate Certification –
 - Security Review –
 - FERC Annual Safety inspection -
 - Annual DEQ Lake Operation Monitoring Report-
 - 5 year shoreline survey and report
 - 5 year Owners Dam Safety Program Audit- approval requested

Projects:

Transformer Maintenance- Replace the low voltage insulators and clean the oil. Scheduled for March.

PLC Replacement- Replace the 1980's obsolete PLC controller. The new PLC will be able to be expanded and has modern security features.

Operation Summary

2020	February	YTD	5 Year Ave.
Precipitation total (inches) ¹	1.16	5.28	40.0 ²
Days Online	29.0	60.0	356.3
Generation MWH (estimated)	1,310.664	2,796.047	10,096.6
Generation MWH lost (estimated)*	0	0	549.4

After Hour Call In

Water levels	20	20	38
Mechanical/Electrical	1	1	3
Other			2
Totals	21	21	43

Recent History	2015	2016	2017	2018	2019
Precipitation total (inches) ²	34.9	36.5	40.8	42.2	45.4
Days Online	345	359.5	362.0	364.2	350.6
Generation MWH (estimated)	7,723.0	8,803.4	10,744.9	10,635.0	12,576.7
Generation MWH lost (estimated)*	419.1	229.8	269.6	552.9	1,005.8

After Hour Call In

Water levels	32	31	26	30	69
Mechanical/Electrical	1	4	5	3	4
Other	1	2	3	0	2
Totals	34	37	34	33	75

¹ Preliminary totals from NOAA for Detroit

² Total from NOAA at U of M Ann Arbor

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

Gate Spilling Summary:

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

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

Sluice Gate Usage Summary:

Current Year 2020	Current Year Days Spilled	Current Year Lost KWh*	Current Year Lost \$*	Prior Yr. Lost \$*
January	28.8	0	0	0
February	13.3	0	0	0
March				0
April				0
May				0
June				823
July				9,653
August				0
September				0
October				0
November				0
December				0
Totals	42.1			\$ 10,476

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

Sargent Charles Dam

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

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
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Trustees
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**Charter Township of Ypsilanti
Hydro Station**

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

www.ytown.org

Date: April 6, 2020
To: Clerk's Office
CC: Brenda Stumbo, Supervisor
From: Michael Saranen, Operation Manager

Subject: Departmental Report (activities in March 2020)

Activities:

Ford Lake Dam

General Operation Summary:

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Covid-19 has not impacted operations. Operators had 10 after hour call-ins for the month.

Average precipitation for the month of March is around 2.3", this year it was about 3.86".

Production for the month below average due to transformer issues. Repairs were completed on April 2 and now back to normal operation.

Regulatory:

For 2020-

- update DSSMP
- DSSMR, **Filed Complete**
- Owners Dam Safety Program Review – **Complete**
- EAP Reprint
- EAP annual update and test-
- EAP Training- TBD
- Part 12 Inspection- Planning
- WQ Report – Getting ready for deployment
- Nuisance Plant Plan Report –
- Wildlife Plan Report –
- Historical Activity Report –
- Gate Certification –
- Security Review –
- FERC Annual Safety inspection -
- Annual DEQ Lake Operation Monitoring Report-
- 5 year shoreline survey and report
- 5 year Owners Dam Safety Program Audit- Planning

Projects:

Transformer Maintenance- Replace the low voltage insulators and clean the oil. Scheduled for March. This is now complete, the bushing hotspot has been corrected. Oil analysis will continue on a regular schedule.

PLC Replacement- Replace the 1980's obsolete PLC controller. The new PLC will be able to be expanded and has modern security features.

Operation Summary

2020	March	YTD	5 Year Ave.
Precipitation total (inches) ¹	3.86	9.14	40.0 ²
Days Online	28.7	88.7	356.3
Generation MWH (estimated)	1,110.631	3,906.678	10,096.6
Generation MWH lost (estimated)*	385.134	385.134	549.4

After Hour Call In

Water levels	8	28	38
Mechanical/Electrical	1	2	3
Other	1	1	2
Totals	21	31	43

Recent History	2015	2016	2017	2018	2019
Precipitation total (inches) ²	34.9	36.5	40.8	42.2	45.4
Days Online	345	359.5	362.0	364.2	350.6
Generation MWH (estimated)	7,723.0	8,803.4	10,744.9	10,635.0	12,576.7
Generation MWH lost (estimated)*	419.1	229.8	269.6	552.9	1,005.8

After Hour Call In

Water levels	32	31	26	30	69
Mechanical/Electrical	1	4	5	3	4
Other	1	2	3	0	2
Totals	34	37	34	33	75

¹ Preliminary totals from NOAA for Detroit

² Total from NOAA at U of M Ann Arbor

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

Gate Spilling Summary:

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

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

Sluice Gate Usage Summary:

	Current Year	Current Year	Current Year	Current Year	Prior Yr.
2020		Days	Lost	Lost	Lost
		Spilled	KWh*	\$*	\$*
January		28.8	0	0	0
February		13.3	0	0	0
March		24.6	0	0	0
April					0
May					0
June					823
July					9,653
August					0
September					0
October					0
November					0
December					0
Totals		66.7			\$ 10,476

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

Sargent Charles Dam

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



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Chad Teets, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Keith Flores, WCSO Police Services Commander, Nancy Hansen, WCSO Police Services Captain
Date: March 10, 2020
Re: February 2020 Police Services Monthly Report

SUMMARY:

In February 2020, there were 3028 calls for service in Ypsilanti Township. A 11% increase in calls for service as compared to February 2019.

OPERATIONS

During February 2020, Patrol Operations responded to calls for service, conducted traffic enforcement and community engagement duties in pursuit of our total policing philosophy.

The monthly summary of offenses indicates that two investigations focused on the crime class of kidnapping/abduction however, one investigation occurred which involved the kidnapping of a minor and adult. This incident was of domestic relationship and was not a crime of opportunity.

The month of February also yielded an increase in Larceny-Theft from Buildings for a total of 14 investigations compared to 6 in 2019. These incidents involved known and unknown suspects, numerous neighborhoods throughout the township, with various items stolen, and without commonality amongst the investigations.

An extensive increase in retail fraud was observed with 20 of the 21 (total) occurring the Walmart located at 2515 E. Ellsworth Rd versus 10 that occurred in February of 2019 (110% increase).

There was a notable increase (4 in February 2020 versus 1 in 2019) in counterfeit currency being passed however there are no common factors amongst the commission of these offenses. ***Citizens and business owners should inspect high denomination bills (typically \$20, \$50, or \$100 bills) with a focus on texture, print quality and serial numbers. Counterfeit bills are typically printed with duplicate serial numbers which does not occur in official currency. Bills can also be verified with currency markers which is common practice.***

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. From a year to date perspective, comparing 2020 to the same period in 2019, our juvenile offenses and complaints are up 62.5% (from 8 to 13) and our runaway complaints are up 20%, 5 in February 2019 compared to 6 in February 2020.

COMMUNITY ACTION TEAM

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

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

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

NIXLE

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HOUSE WATCH

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NEW FACES

The Sheriff’s Office is hiring! We continue to hire highly qualified, motivated and diverse people that are committed to pursuing our mission: Creating public safety, providing quality service, and building strong and sustainable communities.

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

CLR-065 Monthly Summary Of Offenses (WD)

City: Ypsilanti Twp-YPT



Search Criteria: (This report counts for offenses but excludes UCR status of 'Unfounded'.)

Month:	February
Year:	2020
City:	Ypsilanti Twp-YPT

CLR-065 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

		----- All Offenses that were Attempted or Completed -----						A R R E S T S -----					
CLASS	Description	Feb/2020	Feb/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Feb/2020	YTD	Feb/2020	YTD	Feb	YTD
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%	2	0	0%	0	2	0	0	0	2
10001	KIDNAPPING/ABDUCTION	2	0	0%	2	1	100%	0	0	0	0	0	0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	2	-100%	2	2	0%	0	0	0	0	0	0
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	2	-100%	0	2	-100%	0	0	0	0	0	0
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%	0	1	-100%	0	0	0	0	0	0
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	2	0	0%	3	0	0%	0	0	0	0	0	0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%	1	0	0%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	2	-100%	0	4	-100%	0	0	0	0	0	0
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	1	0%	3	2	50%	0	0	0	0	0	0
12000	ROBBERY	4	2	100%	11	5	120%	0	1	0	0	0	1
13001	NONAGGRAVATED ASSAULT	41	27	51.85%	81	60	35%	13	26	0	0	13	26
13002	AGGRAVATED/FELONIOUS ASSAULT	22	23	-4.34%	44	40	10%	11	23	0	0	11	23
13003	INTIMIDATION/STALKING	4	5	-20%	7	11	-36.3%	2	3	0	0	2	3
20000	ARSON	0	1	-100%	0	1	-100%	0	0	0	0	0	0
21000	EXTORTION	0	0	0%	1	0	0%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	9	9	0%	16	18	-11.1%	1	3	2	2	3	5
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	0	4	-100%	0	5	-100%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	1	0	0%	2	0	0%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	14	6	133.3%	27	15	80%	0	2	0	0	0	2
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%	0	1	-100%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

----- All Offenses that were Attempted or Completed -----								A R R E S T S -----					
CLASS	Description	Feb/2020	Feb/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Feb/2020	YTD	Feb/2020	YTD	Feb	YTD
23005	LARCENY -THEFT FROM MOTOR VEHICLE	18	19	-5.26%	28	31	-9.67%	0	0	0	0	0	0
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	2	-50%	3	2	50%	0	0	0	0	0	0
23007	LARCENY -OTHER	3	5	-40%	11	11	0%	0	1	0	0	0	1
24001	MOTOR VEHICLE THEFT	11	11	0%	18	16	12.5%	2	2	1	1	3	3
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	3	0	0%	6	3	100%	2	4	0	0	2	4
24003	MOTOR VEHICLE FRAUD	0	0	0%	1	0	0%	0	0	0	0	0	0
25000	FORGERY/COUNTERFEITING	4	1	300%	11	2	450%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	9	5	80%	17	7	142.8%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	7	10	-30%	12	14	-14.2%	0	1	0	0	0	1
26005	FRAUD -WIRE FRAUD	0	2	-100%	1	4	-75%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	2	5	-60%	5	10	-50%	0	0	0	0	0	0
27000	EMBEZZLEMENT	0	0	0%	8	2	300%	0	0	0	0	0	0
28000	STOLEN PROPERTY	0	1	-100%	1	1	0%	0	1	0	0	0	1
29000	DAMAGE TO PROPERTY	19	16	18.75%	37	37	0%	1	4	0	0	1	4
30001	RETAIL FRAUD -MISREPRESENTATION	0	1	-100%	4	2	100%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	21	10	110%	43	17	152.9%	2	7	0	0	2	7
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	6	3	100%	13	7	85.71%	4	8	0	0	4	8
35002	NARCOTIC EQUIPMENT VIOLATIONS	2	0	0%	5	2	150%	0	0	0	0	0	0
37000	OBSCENITY	2	0	0%	2	0	0%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	6	2	200%	11	2	450%	1	2	0	0	1	2
52003	WEAPONS OFFENSE -OTHER	2	1	100%	7	1	600%	0	0	0	0	0	0
72000	ANIMAL CRUELTY	0	4	-100%	0	4	-100%	0	0	0	0	0	0
Group A Totals		216	182	18.68%	446	343	30.02%	39	90	3	3	42	93

CLR-065 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

----- All Offenses that were Attempted or Completed -----								A R R E S T S -----					
CLASS	Description	Feb/2020	Feb/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Feb/2020	YTD	Feb/2020	YTD	Feb	YTD
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%	1	3	-66.6%	0	0	0	0	0	0
26006	FRAUD -BAD CHECKS	0	2	-100%	4	3	33.33%	0	0	0	0	0	0
36004	SEX OFFENSE -OTHER	1	0	0%	1	1	0%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	4	7	-42.8%	8	10	-20%	0	0	0	0	0	0
38003	FAMILY -OTHER	1	0	0%	1	0	0%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	2	0	0%	3	1	200%	1	1	0	0	1	1
42000	DRUNKENNESS	1	0	0%	1	1	0%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	8	4	100%	17	7	142.8%	2	4	0	0	2	4
49000	ESCAPE/FLIGHT	1	1	0%	1	1	0%	1	1	0	0	1	1
50000	OBSTRUCTING JUSTICE	8	10	-20%	16	19	-15.7%	1	2	0	0	1	2
53001	DISORDERLY CONDUCT	1	3	-66.6%	4	4	0%	1	1	0	0	1	1
53002	PUBLIC PEACE -OTHER	0	1	-100%	0	1	-100%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	0	5	-100%	1	8	-87.5%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	9	13	-30.7%	26	34	-23.5%	8	17	0	0	8	17
55000	HEALTH AND SAFETY	0	2	-100%	0	3	-100%	0	0	0	0	0	0
57001	TRESPASS	1	1	0%	3	1	200%	1	2	0	0	1	2
58000	SMUGGLING	1	0	0%	2	0	0%	0	0	0	0	0	0
70000	JUVENILE RUNAWAY	6	5	20%	9	10	-10%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	0	0%	0	1	-100%	0	0	0	0	0	0
Group B Totals		44	54	-18.5%	98	108	-9.25%	15	28	0	0	15	28
2800	JUVENILE OFFENSES AND COMPLAINTS	13	8	62.5%	25	17	47.05%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	13	11	18.18%	28	22	27.27%	2	2	0	0	2	2
3000	WARRANTS	51	31	64.51%	101	80	26.25%	38	73	0	0	38	73
3100	TRAFFIC CRASHES	110	95	15.78%	208	226	-7.96%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	131	137	-4.37%	296	262	12.97%	0	0	0	0	0	0

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								Feb/2020	YTD	Feb/2020	YTD	Feb	YTD
3300	MISCELLANEOUS COMPLAINTS	656	554	18.41%	1325	1079	22.79%	0	0	0	0	0	0
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	0	1	-100%	0	1	-100%	0	0	0	0	0	0
3500	NON - CRIMINAL COMPLAINTS	692	706	-1.98%	1468	1443	1.732%	0	0	1	2	1	2
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	851	665	27.96%	1774	1432	23.88%	0	1	0	0	0	1
3800	ANIMAL COMPLAINTS	43	41	4.878%	95	95	0%	0	0	0	0	0	0
3900	ALARMS	125	147	-14.9%	278	294	-5.44%	0	0	0	0	0	0
Group C Totals		2685	2396	12.06%	5598	4951	13.06%	40	76	1	2	41	78
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	3	-66.6%	2	3	-33.3%	0	0	0	0	0	0
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	-100%	0	1	-100%	0	0	0	0	0	0
4200	PARKING CITATIONS	3	0	0%	4	1	300%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%	2	2	0%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	24	9	166.6%	83	18	361.1%	0	0	0	0	0	0
4900	TRAFFIC WARNINGS	0	1	-100%	0	1	-100%	0	0	0	0	0	0
Group D Totals		28	14	100%	91	26	250%	0	0	0	0	0	0
5100	18A STATE CODE FIRE CLASSIFICATIONS	1	1	0%	1	1	0%	0	0	0	0	0	0
Group E Totals		1	1	0%	1	1	0%	0	0	0	0	0	0
6000	MISCELLANEOUS ACTIVITIES (6000)	57	26	119.2%	108	68	58.82%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	101	97	4.123%	185	185	0%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	10	9	11.11%	17	16	6.25%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	5	9	-44.4%	11	16	-31.2%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	0	1	-100%	1	2	-50%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	20	9	122.2%	43	17	152.9%	0	0	0	0	0	0
Group F Totals		193	151	27.81%	365	304	20.06%	0	0	0	0	0	0
City : Ypsilanti Twp Totals		3167	2798	13.18%	6599	5733	15.10%	94	194	4	5	98	199



YPSILANTI TOWNSHIP MONTHLY POLICE SERVICES DATA February 2020

JERRY L. CLAYTON
SHERIFF

Incidents	Month 2020	Month 2019	% Change	YTD 2020	YTD 2019	% Change
Traffic Stops	749	538	39%	1536	1163	32%
Citations	532	299	78%	1218	648	88%
Drunk Driving (OWI)	7	3	133%	19	9	111%
Drugged Driving (OUID)	2	6	-67%	6	14	-57%
Calls for Service Total	3028	2719	11%	6274	5564	13%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	1945	1839	6%	4009	3691	9%
Robberies	4	2	100%	10	5	100%
Assaultive Crimes	64	56	14%	131	111	18%
Home Invasions	8	12	-33%	14	18	-22%
Breaking and Entering's	0	1	-	1	5	-80%
Larcenies	36	32	13%	70	61	15%
Vehicle Thefts	14	11	27%	24	17	41%
Traffic Crashes	93	86	8%	182	191	-5%
Medical Assists	59	45	31%	114	94	21%
Animal Complaints <i>(ACO Response)</i>	12	27	-56%	27	40	-33%
In/Out of Area Time	Month <i>(minutes)</i>	YTD <i>(minutes)</i>	+ = Positive Change - = Negative Change			
Into Area Time	2264	4539				
Out of Area Time	4320	7428				
Investigative Ops (DB)	35236	91725				
Secondary Road Patrol	432	1557				
County Wide	1540	3330				
	Hours Accum.	Hours Used	Balance			
Banked Hours	TBD	TBD	TBD			



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Chad Teets, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Keith Flores, WCSO Police Services Commander, Nancy Hansen, WCSO Police Services Captain
Date: April 13, 2020
Re: March 2020 Police Services Monthly Report

SUMMARY:

In March 2020, there were 2326 calls for service in Ypsilanti Township. A 34% decrease in calls for service as compared to March 2019.

OPERATIONS

During March 2020, Patrol Operations responded to calls for service, conducted traffic enforcement and supported the Governor's Emergency Order in regard to the eradication of COVID-19.

The monthly summary of offenses indicates that two investigations focused on the crime class of robbery, both of which were verified as unarmed incidents. One of these investigations involved an employee returning to work and taking cash that was secured in a register; the motive being that they were not paid for work completed.

The month of March yielded an increase in home invasions of 100% (10 compared to 5 in 2019). The common theme amongst the majority of these investigations were those involving suspects with domestic relationships or main entry doors left unlocked or with faulty locking devices.

The month of March also yielded an increase of vehicle thefts of 83% (11 compared to 6 in 2019). The most notable increase was a result of recovering stolen vehicles within Ypsilanti Township that were originally taken from other areas. Beyond those incidents, citizens are reminded that leaving their vehicles running and unsecured are perfect circumstances for criminals.

During the month of March, the Washtenaw County Sheriff's Office responded to 8 incidents claiming a violation of the Governor's Executive Order.

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. From a year to date perspective, comparing 2020 to the same period in 2019, our juvenile offenses and complaints are up 17.6% (from 17 to 20) and our runaway complaints are up 33.3%, 6 in March 2019 compared to 8 in March 2020.

COMMUNITY ACTION TEAM

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

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

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

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If you plan on being gone for a period of time sign your house up for house checks. The house watch form can be found at: <https://www.washtenaw.org/1743/House-Watch>

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



YPSILANTI TOWNSHIP MONTHLY POLICE SERVICES DATA March 2020

JERRY L. CLAYTON
SHERIFF

Incidents	Month 2020	Month 2019	% Change	YTD 2020	YTD 2019	% Change
Traffic Stops	330	972	-66%	1866	2135	-13%
Citations	207	545	-62%	1425	1193	19%
Drunk Driving (OWI)	8	3	167%	27	12	125%
Drugged Driving (OUID)	1	5	-80%	7	19	-63%
Calls for Service Total	2326	3551	-34%	8600	9115	-6%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	1785	2195	-19%	5794	5886	-2%
Robberies	2	3	-33%	12	8	50%
Assaultive Crimes	76	53	43%	207	164	26%
Home Invasions	10	5	100%	24	23	4%
Breaking and Entering's	0	1	-	1	6	-83%
Larcenies	40	58	-31%	110	119	-8%
Vehicle Thefts	11	6	83%	35	23	52%
Traffic Crashes	48	80	-40%	230	271	-15%
Medical Assists	44	62	-29%	158	156	1%
Animal Complaints <i>(ACO Response)</i>	5	41	-88%	32	81	-60%
In/Out of Area Time	Month	YTD	+ = Positive Change - = Negative Change			
	<i>(minutes)</i>	<i>(minutes)</i>				
Into Area Time	1076	5615				
Out of Area Time	4517	11945				
Investigative Ops (DB)	21875	113600				
Secondary Road Patrol	1991	3548				
County Wide	2004	5334				
	Hours Accum.	Hours Used	Balance			
Banked Hours	756	831	126			

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City: Ypsilanti Twp-YPT



Search Criteria: (This report counts for offenses but excludes UCR status of 'Unfounded'.)

Month:	March
Year:	2020
City:	Ypsilanti Twp-YPT

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								Mar/2020	YTD	Mar/2020	YTD	Mar	YTD
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%	2	0	0%	0	2	0	0	0	2
10001	KIDNAPPING/ABDUCTION	0	0	0%	2	1	100%	0	0	0	0	0	0
10002	PARENTAL KIDNAPPING	0	1	-100%	0	1	-100%	0	0	0	0	0	0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	1	3	-66.6%	4	5	-20%	0	0	0	0	0	0
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	1	-100%	0	3	-100%	0	0	0	0	0	0
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	1	-100%	0	2	-100%	0	0	0	0	0	0
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%	3	0	0%	0	0	0	0	0	0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%	1	0	0%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	2	-100%	0	6	-100%	0	0	0	0	0	0
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	1	0%	4	3	33.33%	0	0	0	0	0	0
12000	ROBBERY	2	3	-33.3%	13	8	62.5%	0	1	0	0	0	1
13001	NONAGGRAVATED ASSAULT	40	31	29.03%	121	91	32.96%	18	44	1	1	19	45
13002	AGGRAVATED/FELONIOUS ASSAULT	37	16	131.2%	81	56	44.64%	15	38	1	1	16	39
13003	INTIMIDATION/STALKING	7	6	16.66%	14	17	-17.6%	0	3	0	0	0	3
20000	ARSON	0	0	0%	0	1	-100%	0	0	0	0	0	0
21000	EXTORTION	0	1	-100%	1	1	0%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	8	6	33.33%	24	24	0%	2	5	0	2	2	7
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	2	0	0%	2	5	-60%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	0	0	0%	2	0	0%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	17	13	30.76%	44	28	57.14%	0	2	1	1	1	3

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CLASS	Description	Mar/2020	Mar/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Mar/2020	YTD	Mar/2020	YTD	Mar	YTD
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	10	-100%	0	11	-100%	0	0	0	0	0	0
23005	LARCENY -THEFT FROM MOTOR VEHICLE	17	22	-22.7%	45	53	-15.0%	1	1	0	0	1	1
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	6	-83.3%	4	8	-50%	0	0	0	0	0	0
23007	LARCENY -OTHER	6	7	-14.2%	17	18	-5.55%	0	1	0	0	0	1
24001	MOTOR VEHICLE THEFT	9	6	50%	27	22	22.72%	2	4	0	1	2	5
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	2	1	100%	8	4	100%	1	5	0	0	1	5
24003	MOTOR VEHICLE FRAUD	0	0	0%	1	0	0%	0	0	0	0	0	0
25000	FORGERY/COUNTERFEITING	2	1	100%	13	3	333.3%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	3	9	-66.6%	20	16	25%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	7	3	133.3%	19	17	11.76%	0	1	0	0	0	1
26005	FRAUD -WIRE FRAUD	1	0	0%	2	4	-50%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	5	6	-16.6%	10	16	-37.5%	0	0	0	0	0	0
27000	EMBEZZLEMENT	0	2	-100%	8	4	100%	0	0	0	0	0	0
28000	STOLEN PROPERTY	4	1	300%	5	2	150%	3	4	0	0	3	4
29000	DAMAGE TO PROPERTY	30	19	57.89%	68	56	21.42%	3	7	0	0	3	7
30001	RETAIL FRAUD -MISREPRESENTATION	3	0	0%	7	2	250%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	4	4	0%	47	21	123.8%	0	7	1	1	1	8
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	10	13	-23.0%	23	20	15%	2	10	0	0	2	10
35002	NARCOTIC EQUIPMENT VIOLATIONS	5	3	66.66%	10	5	100%	0	0	0	0	0	0
37000	OBSCENITY	1	0	0%	3	0	0%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	3	1	200%	14	3	366.6%	0	2	0	0	0	2
52003	WEAPONS OFFENSE -OTHER	1	4	-75%	8	5	60%	0	0	0	0	0	0
72000	ANIMAL CRUELTY	0	8	-100%	1	12	-91.6%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Group A Totals		229	211	8.530%	678	554	22.38%	47	137	4	7	51	144
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	2	-100%	1	5	-80%	0	0	0	0	0	0
26006	FRAUD -BAD CHECKS	2	0	0%	6	3	100%	0	0	0	0	0	0
36004	SEX OFFENSE -OTHER	1	1	0%	2	2	0%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	6	2	200%	14	12	16.66%	0	0	0	0	0	0
38003	FAMILY -OTHER	0	0	0%	1	0	0%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	0	1	-100%	3	2	50%	0	1	0	0	0	1
42000	DRUNKENNESS	0	0	0%	1	1	0%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	5	11	-54.5%	22	18	22.22%	1	5	0	0	1	5
49000	ESCAPE/FLIGHT	0	1	-100%	1	2	-50%	0	1	0	0	0	1
50000	OBSTRUCTING JUSTICE	16	22	-27.2%	32	41	-21.9%	2	4	0	0	2	4
53001	DISORDERLY CONDUCT	1	3	-66.6%	5	7	-28.5%	0	1	0	0	0	1
53002	PUBLIC PEACE -OTHER	0	0	0%	0	1	-100%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	0	3	-100%	1	11	-90.9%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	9	20	-55%	35	54	-35.1%	6	23	0	0	6	23
55000	HEALTH AND SAFETY	4	4	0%	4	7	-42.8%	0	0	0	0	0	0
57001	TRESPASS	5	1	400%	8	2	300%	0	2	0	0	0	2
58000	SMUGGLING	0	0	0%	2	0	0%	0	0	0	0	0	0
70000	JUVENILE RUNAWAY	8	6	33.33%	17	16	6.25%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	6	3	100%	6	4	50%	0	0	0	0	0	0
Group B Totals		63	80	-21.2%	161	188	-14.3%	9	37	0	0	9	37
2800	JUVENILE OFFENSES AND COMPLAINTS	20	17	17.64%	45	34	32.35%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	18	30	-40%	46	52	-11.5%	0	2	0	0	0	2
3000	WARRANTS	19	73	-73.9%	120	153	-21.5%	23	96	1	1	24	97
3100	TRAFFIC CRASHES	60	99	-39.3%	268	325	-17.5%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	141	165	-14.5%	437	427	2.341%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	665	638	4.231%	1990	1717	15.89%	0	0	0	0	0	0
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%	0	1	-100%	0	0	0	0	0	0

CLR-065 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

----- All Offenses that were Attempted or Completed -----								A R R E S T S -----					
CLASS	Description	Mar/2020	Mar/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Mar/2020	YTD	Mar/2020	YTD	Mar	YTD
3500	NON - CRIMINAL COMPLAINTS	706	764	-7.59%	2189	2207	-0.81%	1	1	1	3	2	4
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	396	1152	-65.6%	2170	2584	-16.0%	0	1	0	0	0	1
3800	ANIMAL COMPLAINTS	37	61	-39.3%	132	156	-15.3%	0	0	0	0	0	0
3900	ALARMS	142	182	-21.9%	420	476	-11.7%	0	0	0	0	0	0
Group C Totals		2204	3181	-30.7%	7817	8132	-3.87%	24	100	2	4	26	104
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	4	-75%	3	7	-57.1%	0	0	0	0	0	0
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	-100%	0	2	-100%	0	0	0	0	0	0
4200	PARKING CITATIONS	1	5	-80%	5	6	-16.6%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	0	2	-100%	2	4	-50%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	7	9	-22.2%	90	27	233.3%	0	0	0	0	0	0
4900	TRAFFIC WARNINGS	0	1	-100%	0	2	-100%	0	0	0	0	0	0
Group D Totals		9	22	-59.0%	100	48	108.3%	0	0	0	0	0	0
5000	FIRE CLASSIFICATIONS	1	0	0%	1	0	0%	0	0	0	0	0	0
5100	18A STATE CODE FIRE CLASSIFICATIONS	1	0	0%	2	1	100%	0	0	0	0	0	0
Group E Totals		2	0	0%	3	1	200%	0	0	0	0	0	0
6000	MISCELLANEOUS ACTIVITIES (6000)	34	51	-33.3%	142	119	19.32%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	107	124	-13.7%	292	309	-5.50%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	7	7	0%	24	23	4.347%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	4	7	-42.8%	15	23	-34.7%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	0	1	-100%	1	3	-66.6%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	23	7	228.5%	66	24	175%	0	0	0	0	0	0
Group F Totals		175	197	-11.1%	540	501	7.784%	0	0	0	0	0	0
City : Ypsilanti Twp Totals		2682	3691	-27.3%	9299	9424	-1.32%	80	274	6	11	86	285



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

THIS MEETING WILL BE CONDUCTED ELECTRONICALLY. PLEASE USE THE INSTRUCTIONS BELOW OR VISIT YTOWN.ORG

REGULAR MEETING AGENDA

TUESDAY, APRIL 21, 2020

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. 7:00PM – RESOLUTION 2020-09, CREATION OF NEIGHBORHOOD STREETLIGHT SPECIAL ASSESSMENT DISTRICT #218 FOR VILLAGE AT MAJESTIC LAKES AND MAJESTIC LAKES ESTATES
(PUBLIC HEARING SET AT THE MARCH 3, 2020 REGULAR MEETING)
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE MARCH 3, 2020 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR MARCH 17, 2020 IN THE AMOUNT OF \$1,018,863.14
 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR FEBRUARY 2020 IN THE AMOUNT OF \$47,109.23
 3. CHOICE HEALTH CARE ADMIN FEE FOR FEBRUARY 2020 IN THE AMOUNT OF \$1,201.50
 4. STATEMENTS AND CHECKS FOR APRIL 7, 2020 IN THE AMOUNT OF \$1,464,561.28
 5. STATEMENTS AND CHECKS FOR APRIL 21, 2020 IN THE AMOUNT OF 833,206.50
 6. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MARCH 2020 IN THE AMOUNT OF \$56,570.88
 7. CHOICE HEALTH CARE ADMIN FEE FOR MARCH 2020 IN THE AMOUNT OF \$1,173.00
 - C. FEBRUARY 2020 TREASURER'S REPORT
 - D. MARCH 2020 TREASURER'S REPORT
6. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. REQUEST TO APPROVE THE FIFTH AMENDMENT TO THE MASTER DEED OF CRYSTAL PONDS CONDOMINIUM
2. REQUEST TO APPROVE AMENDMENT TO THE WASHTENAW COUNTY PARKS AND RECREATION BORDER TO BORDER TRAIL SEGMENT FOR BRIDGE RD TO SNOW RD. IN THE AMOUNT OF \$200,000.00
3. REQUEST TO APPROVE AGREEMENT WITH OHM FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE GROVE ROAD PATHWAY FOR NORTH HYDRO PARK AND SNOW RD TO RAWSONVILLE RD IN THE AMOUNT OF \$23,885.00 TO BE BUDGETED IN LINE ITEM #212-970-000-997-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT
4. REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE ANN ARBOR YMCA AND YPSILANTI TOWNSHIP FOR SUMMER DAY CAMP PROGRAMS BEING HELD AT THE COMMUNITY CENTER
5. REQUEST TO APPROVE LETTER OF AGREEMENT WITH SPICER GROUP FOR MATERIALS TESTING AND INSPECTION RELATED TO THE BURNS PARK TENNIS AND PICKLEBALL COURTS IN THE AMOUNT OF \$7,500.00 BUDGETED IN LINE ITEM #101-774-000-808-011
6. REQUEST TO GRANT AND CONVEY AN EASEMENT FOR STORM AND ROAD DRAINAGE PURPOSES ON GROVE ROAD AT LOONFEATHER PARK TO THE WASHTENAW COUNTY ROAD COMMISSION
7. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF A PEDESTRIAN CROSSING ON HEWITT RD. CROSSING AT BURNS AVENUE TO HARDING AVENUE IN THE AMOUNT OF \$79,185.00 BUDGETED IN LINE ITEM #101-446-000-818-022 AND TO APPROVE A TRAFFIC CONTROL DEVICE AGREEMENT FOR MAINTENANCE OF THE DEVICE
8. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD DUST CONTROL IN THE AMOUNT OF \$5,847.93 BUDGETED IN LINE ITEM #212-212-000-818-006
9. REQUEST TO NEGOTIATE THE SELL OF TOWNSHIP PROPERTY LOCATED AT 20 BROADMOOR AVE. (K-11-02-457-007), 24 LAKEWOOD AVE. (K-11-02-457-008) AND 30 LAKEWOOD AVE. (K-11-02-457-009) TO SCOTT CHATFIELD
10. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE A GENERAL SERVICES AGREEMENT WITH UIS FOR PREVENTATIVE AND EMERGENCY SERVICES FOR THE HYDRO STATION ON AN AS NEEDED BASIS
11. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE THE PROPOSAL FROM UIS TO REPLACE THE EXISTING PROGRAMMABLE LOGIC CONTROLLER AT THE HYDRO STATION IN THE AMOUNT OF \$54,045.00 BUDGETED IN LINE ITEM #252-252-000-976-000

12. REQUEST TO APPROVE AN AGREEMENT WITH THE NATIONAL KIDNEY FOUNDATION FOR ENHANCED FITNESS CLASSES AT THE COMMUNITY CENTER
13. REQUEST TO APPROVE AGREEMENT OF SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE WITH WASHTENAW COUNTY FOR FUNDS FOR THE SENIOR NUTRITION PROGRAM
14. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE AND ENFORCE REGULATORY ORDINANCES AT 979 ECORSE RD. BUDGETED IN LINE ITEM #101-950-000-801-023
15. REQUEST TO PURCHASE UP TO THREE (3) AVIGILON CAMERAS FROM CONTI CORPORATION IN AN AMOUNT NOT TO EXCEED \$22,667.00 BUDGETED IN LINE ITEM #266-301-000-977-000 AND APPROVAL OF DTE AGREEMENT FOR INSTALLATION OF ONE STREETLIGHT ON HULL AVE. IN THE AMOUNT OF \$1,954.00 BUDGETED IN LINE ITEM #101-956-000-926-050 TO ENHANCE SAFETY AND LAW ENFORCEMENT AT NANCY PARK
16. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR CRYSTAL PONDS ON MAY 19, 2020 AT APPROXIMATELY 7:00PM
17. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF A NEIGHBORHOOD SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT FOR CRYSTAL PONDS ON MAY 19, 2020 AT APPROXIMATELY 7:00PM
18. BUDGET AMENDMENT #4

AUTHORIZATIONS AND BIDS

1. REQUEST TO SEEK PROPOSALS FOR A MANAGED DETECTION AND RESPONSE SERVICE PROVIDER

OTHER BUSINESS

BOARD MEMBER UPDATES

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



Charter Township of Ypsilanti

Clerk's Office

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

**Charter Township of Ypsilanti
Public Meeting Notice
Board of Trustees Regular Meeting
April 21, 2020 7:00pm**

PLEASE TAKE NOTICE that the Charter Township of Ypsilanti Board of Trustees will hold a Regular Meeting scheduled for **April 21, 2020 at 7:00pm**. This meeting will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 under the Governor of Michigan's Executive Orders 2020-15 and 2020- 21.

Public comment will be handled by the "Raise Hand" method as instructed below within Participant Controls.

To comply with the Americans with Disabilities Act (ADA), Any citizen requesting accommodation to attend this meeting, and/or to obtain this notice in alternate formats, please contact Clerk's Office at 734-484-4700, at least two business days prior to the meeting.

Meeting Information:

You are invited to a Zoom webinar.
When: Apr 21, 2020 07:00 PM Eastern Time (US and Canada)
Topic: Ypsilanti Township Board of Trustees

Please click the link below to join the webinar:

<https://ytown.zoom.us/j/91464162045>

Or iPhone one-tap :

US: +19292056099,,91464162045# or +13126266799,,91464162045#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 301 715 8592 or +1 346 248 7799

Webinar ID: 914 6416 2045

International numbers available: <https://ytown.zoom.us/u/ach4WFuD8P>

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided above.
2. Enter the Meeting ID number (also provided above) when prompted using your touch- tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provided below. The details include a link to “Join via computer” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number.
2. Enter the Meeting ID number (also provided above) when prompted using your touch- tone (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your 2- digit participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen, you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View Participant list – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” shows the active speaker. “Gallery view” tiles all of the meeting participants.

If you have any further questions or concerns, please call 734-484-4700 or email Clerk Karen Lovejoy Roe at klovejoyroe@ytown.org or Deputy Clerk Lisa Stanfield at lstanfield@ytown.org.

PUBLIC HEARING

7:00PM – RESOLUTION 2020-09, CREATION OF NEIGHBORHOOD
STREETLIGHT SPECIAL ASSESSMENT DISTRICT #218 FOR
VILLAGE AT MAJESTIC LAKES AND MAJESTIC LAKES ESTATES

Charter Township of Ypsilanti

RESOLUTION NO. 2020-09

CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #218 VILLAGE AT MAJESTIC LAKES AND MAJESTIC LAKES ESTATES

WHEREAS, the Planned Development Agreement for Village at Majestic Lakes and Majestic Lakes Estates, which requires the installation of streetlights in the development. It is being requested of the Board of Trustees for the creation and establishment of special assessment district #218 for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

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

WHEREAS, on January 13, 2020 Brandon Faron of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for Village at Majestic Lakes and Majestic Lakes Estates, Ypsilanti Township, consisting of one hundred twenty five (125) parcels, which said plans included, *inter alia*, the installation of **“thirty two (32) 39w LED Basic Granvilles and thirty (32) Code 16 posts on concrete foundations”** with the cost of said improvements being approximately:

Total Estimate Construction Cost:	\$130,225.97
Total Lamp Charge For Three (3) Years:	\$22,728.96
Contribution (Cost minus 3 years revenue):	\$107,497.01
Total Annual Lamp Charges:	\$ 7,576.32

WHEREAS, on January 15, 2020 the Township Clerk received notification from the Township Assessor that the cost of providing a street light for Village at Majestic Lakes and Majestic Lakes Estates, Ypsilanti Township, consisting of 125 parcels, which said plans included, *inter alia*, the installation of **“thirty two (32) 39w LED Basic Granvilles and thirty (32) Code 16 posts on concrete foundations”** (construction costs of \$107,497.01 for the installation will not be included in the special assessment district and has been paid by the developer) will be **\$60.61** per parcel for a 3-year period; thereafter, said costs shall be estimated at **\$60.61** per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the April 21, 2020 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

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

WHEREAS, on April 21, 2020, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that special assessment district #218 be created for the purpose of providing thirty two (32) streetlights for Village at Majestic Lakes and Majestic Lakes Estates, consisting of 125 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for Village at Majestic Lakes and Majestic Lakes Estates, consisting of 125 parcels, which said plans included, *inter alia*, the installation of **“thirty two (32) 39w LED Basic Granvilles and thirty (32) Code 16 posts on concrete foundations”** (construction costs of \$107,497.01 for the installation will not be included in the special assessment district and has been paid by the developer) will be **\$60.61** per parcel for a 3-year period; thereafter, said costs shall be estimated at **\$60.61** per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

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

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

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

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



January 13, 2020

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
Attn: Karen Lovejoy Roe

Re: Charter Township of Ypsilanti-Majestic Lakes Estates Phase 1A & 1B/Village at
Majestic Lakes Phase 2A & 2B

Attached is the agreement for the work to be performed in the revised budget letter that was sent on January 13, 2020. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check or Purchase Order in the amount of **\$107,497.01** is also required at this time. Please return **BOTH** signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Upon receipt of BOTH signed copies (and payment), we (DTE Energy) will then sign BOTH copies and return ONE original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

Exhibit A to Master Agreement


Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of January 13, 2020 between DTE Electric Company ("Company") and the Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 7, 2018 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	55555336	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Majestic Lakes Estates Phase 1A and 2B/Village of Majestic Lakes Phase 2A and 2B], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	32	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install thirty-two (32) 39w LED "Basic" Granville luminaires and thirty-two (32) Code 16 posts on concrete foundations	
5. Estimated Total Annual Lamp Charges	\$7,576.32	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$130,225.97
	Credit for 3 years of lamp charges:	\$22,728.96
	CIAC Amount (cost minus revenue)	\$107,497.01
	Credit for Post Charge, if selected	\$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$107,497.01	
9. Term of Agreement	<p>5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p> <p>If Post Charge "box" <input type="checkbox"/> is checked the Customer agrees to following term:</p> <p>10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p>	

<p>10. Does the requested Customer lighting design meet IESNA recommended practices?</p>	<p>(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices</p> <p style="text-align: right;">_____ </p>
<p>11. Customer Address for Notices:</p>	<p>Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe</p>

12. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least _0_ posts and _0_ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____.
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: _____

Name: _____

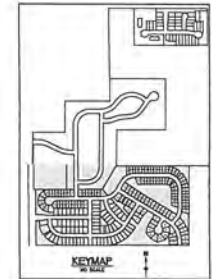
Title: _____



Village at Majestic Lakes
 Majestic Lakes Estates

LEGEND

- PROPERTY LINE
 - PROPOSED ROW
 - EXISTING ROW
 - EXISTING CURB AND GUTTER
 - PROPOSED CURB AND GUTTER
 - PROPOSED BUILDING SETBACK
 - PROPOSED LIGHT POLE
 - SET MONUMENT - 1/2"x3/8" IRON BAR ENCASED IN 4" DIAMETER CONCRETE MONUMENT
 - PROPOSED ASPHALT PAVEMENT
 - EXISTING ASPHALT PAVEMENT
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED DRIVEWAY LOCATION
- DRIVEWAYS MUST BE INSTALLED AS INDICATED ON THE APPROVED CONSTRUCTION PLANS IN ORDER TO AVOID CONFLICTS WITH UTILITY LEAD LOCATIONS.



811
 Know what's below.
 Call before you dig.
 THE UTILITY LOCATOR IS A SERVICE PROVIDED BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS SERVICE. FOR MORE INFORMATION, VISIT www.michigan.gov/811.

ATWELL
 ENGINEERS ARCHITECTS
 10000 WOODLAND DRIVE, SUITE 200
 TROY, MICHIGAN 48068
 313.486.1000

SECTION 26
 TOWN 3 SOUTH, RANGE 7 EAST
 YPSILANTI TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

CLIENT
 BLUE MAJESTIC, L.L.C.
 MAJESTIC LAKES

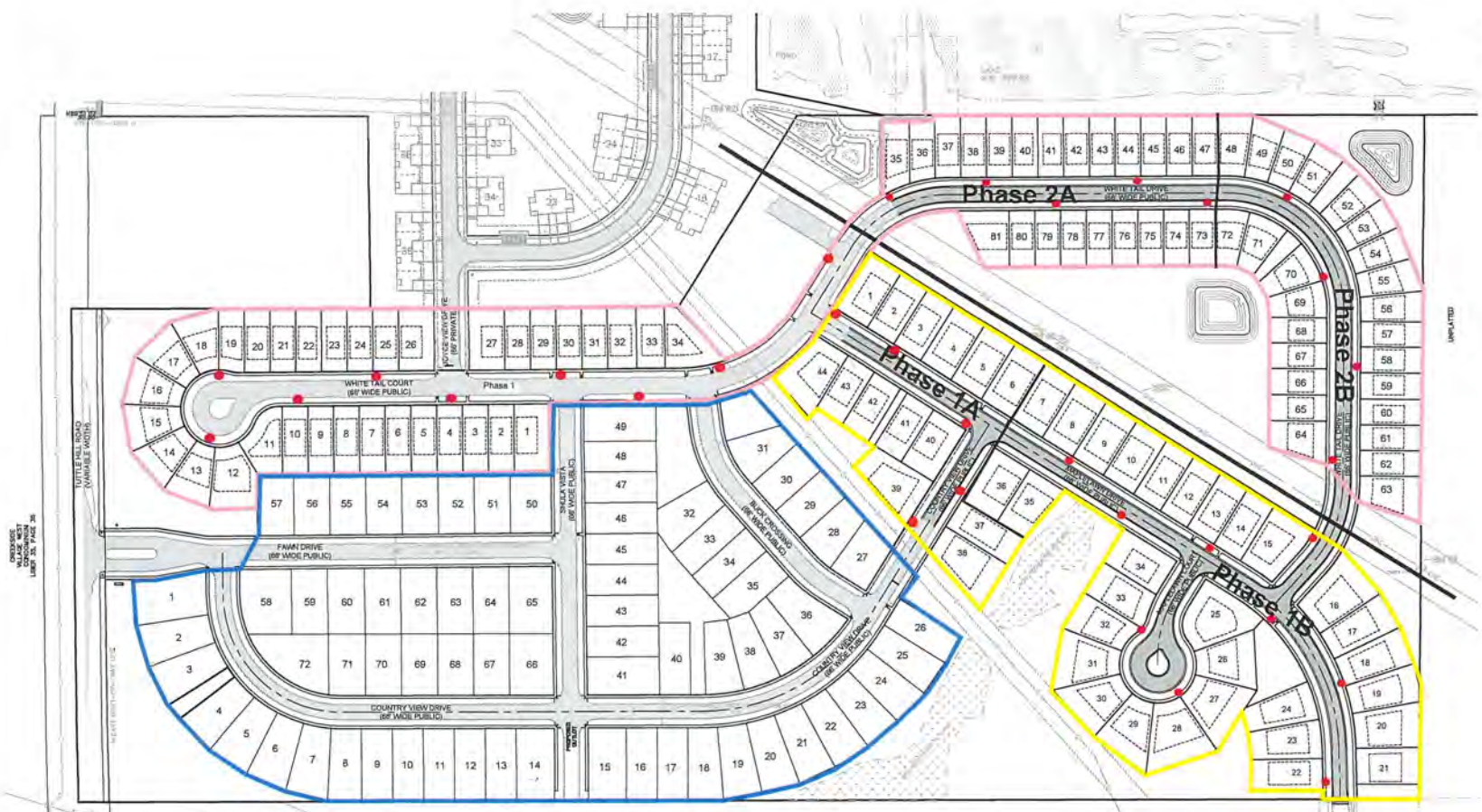
DATE
 MAY 15, 2018

REVISIONS

NO.	DATE	DESCRIPTION

SCALE: 1" = 150 FEET
 DRAWN BY: KS
 CHECKED BY: J. KIM
 P.L.O.: J. ACKERMAN
 JOB #: 14020914
 FILE CODE:
 SHEET NO. EX-10

K:\PROJECTS\14020914\14020914-11-LET-UNDERGROUND\14020914_03.PLT 8:37 PM 05/15/2018



UNPLATTED

UNPLATTED

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



Charter Township of Ypsilanti

Clerk's Office

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

April 2, 2020

Owner
Address
City, State Zip

Re: *Public Hearing Scheduled for Tuesday, April 21, 2020 at Approximately 7:00pm for the Creation of Streetlight Special Assessment District #218 for Majestic Lakes Estates and Village at Majestic Lakes*

Dear Property Owners:

The Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the creation of streetlight special assessment district #218 Majestic Lakes Estates and Village at Majestic Lakes for the installation of thirty two (32) streetlights.

This will include your property located at: Property Address
Parcel ID

The public hearing will be held on Tuesday, April 21, 2020 at approximately 7:00p.m. in a virtual manner. Directions for joining the meeting will be provided on the Township website, ytown.org by Wednesday, April 15, 2020. Public comments may also be sent via email to klovejoyroe@ytown.org or lstanfield@ytown.org or by postal mail and will be read at the hearing. See below for information.

The Detroit Edison lamp layout for the proposed new streetlights is located on the back of this letter.

Installation charges for the thirty two (32) streetlights is \$107,497.01 and is being paid for by the developer. DTE has fixed the annual lamp charges for the first three (3) years, per agreement to \$7,576.32. This cost is divided among the one hundred twenty five (125) parcels and equals \$60.61 per parcel, per year. After the third year, the costs will reflect the current rates set by DTE, as well as current electrical usage over the year.


Total estimated annual costs for the additional streetlights would be \$60.61 per parcel, per year

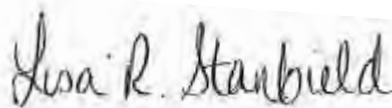
To Legally Protest the Streetlight Special Assessment:

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If you have any questions or need additional information, please feel free to contact my office.

Sincerely,


Karen Lovejoy Roe, Clerk


Lisa Stanfield, Deputy Clerk

lrs

cc: File

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 WORK SESSION MEETING

Clerk Lovejoy Roe called the meeting to order at approximately 5:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Stumbo, arrived at 5:09pm, Clerk Lovejoy Roe, Treasurer Doe ,Trustees: Eldridge, Jarrell Roe, and Wilson, arrived at 5:23pm

Members Absent: Trustee Ross-Williams

Legal Counsel: Wm. Douglas Winters

1. SPOONFULS GREAT SOUL FOOD CLASS C LIQUOR LICENSE APPLICATION

Attorney Hugo J. Mack representing Spoonfuls introduced himself and stated he was present as an observer.

Kevin Green, Spoonfuls, stated they were here tonight to go over their business plan to the Board. He said the Township Board previously had a meeting where the liquor license application for Spoonfuls was denied, but stated Spoonfuls could bring this matter back to the board in 18-24 months. He said they were never contacted about this meeting and therefore they did not attend. He said because of that action he would like to have that decision thrown out and start from scratch today.

Mr. Green explained that Spoonfuls is a full service soul food restaurant. He said they plan to have beer, wine, and liquor and entertainment on weekends. He said the only other soul food restaurants in Ypsilanti are take-out and he said that is what sets their restaurant apart.

Mr. Green stated they have marketed on social media and have generated at least 65,000 clicks, which were local based within a five-mile radius.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 WORK SESSION MEETING
PAGE 2

Mr. Green said it hinders their business not to have a liquor license and he said guests have left because they do not have one. He said they have also had parties of 25 or more cancel their bookings when they found out that alcohol was not available.

Mr. Green said their customer base was between the ages of 30 years and 50 years and he said on weekends it was between 40 years and 60 years of age.

Mr. Green explained the operating expenses to the Board.

Mr. Green stated he understood one reason they did not get the liquor license was fear of the license being taken out of the community if the business failed. He said they would not leave the area and would not take the liquor license away from this establishment. He said he and his family are going to replace the roof and have resurfaced the parking lot. He said they have invested a lot into this building and location. He said they were all residents of Ypsilanti Township.

Treasurer Doe asked if they purchased the building. Mr. Green said they had not. Treasurer Doe stated that replacing the roof and resurfacing the parking lot would be up to the property owner. Mr. Green stated they have worked out a deal with the property owner for lower rent since they were making the improvements to the property.

Angel Wadsworth, Township Resident stated they resealed the parking lot so it would not get any worse over the winter and then they would resurface the entire parking lot in the spring. She said the roof was done in September 2019.

Trustee Jarrell Roe stated Mr. Green and Ms. Wadsworth had been to the meeting with the Liquor Board and she asked what their thoughts were after that meeting.

Mr. Green said they were told it was one of the best business plans they had ever seen and since I had a lot of restaurant experience, we left believing we would get the license in 6-12 months. He shared that he had told the Liquor Commission he would like to do that a lot sooner and would like to get this done in 4 months and

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 WORK SESSION MEETING
PAGE 3

that was how he left the meeting. He said he believed that in 4 months, he would have the license and then he said they were not notified of the meeting. He said it was decided without us being there that the license was denied and we could reapply in 18-24 months. He said 18-24 months was not an acceptable time period for a liquor license.

Trustee Jarrell Roe stated that since she is not part of the liquor committee she asked for a recap of the meeting and she said there were concerns at that meeting that were discussed and shared regarding the location and starting a new business there. She said she knows that Mr. Green has a lot of experience and it showed in his presentation but wondered if the concerns were relayed to Mr. Green.

Mr. Green stated there were no concerns given to them about himself or his sister owning this restaurant. He said what he remembers and what he wrote in his notes were about people leaving the area with the liquor license and they wanted to see if the business was going to be viable months down the line.

Treasurer Doe stated that if they owned the building it would have been completely different because the license would have stayed with the building. He said but you do not own the building and you are a new entrepreneur. He also shared that we have never told any other applicant that we would waive the fees 18-24 months later, as we have said we would do for your business. He said once you get established and we see you are established we will consider this again. He said we all apologize for not notifying you of the meeting.

Mr. Green stated that if you looked at the lease agreement it states if we get a liquor license, we would have to transfer the license to the building.

Clerk Lovejoy Roe stated the liquor license is in your name and would stay in your name, it would not be transferred to the building.

Trustee Eldridge stated there were licenses in escrow that they could purchase. He said these licenses would be more expensive. He said he does recall from the liquor control meeting the time frame discussed as 18-24 months.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 WORK SESSION MEETING
PAGE 4

Mr. Green stated they are constantly turning away customers because they do not have a liquor license.

Supervisor Stumbo stated she does not know why the Stillwagons would not let them use the liquor license.

Mr. Green said he was unaware they had a liquor license.

Ms. Wadsworth stated that she understood the previous owners were forced to sell the license.

Supervisor Stumbo stated when they voted, it was on the recommendation of the Liquor Board and she said she apologized for them not being notified regarding the meeting. She said this site has had three licenses issued to different business owners.

Ms. Wadsworth stated we were a family business and we are dedicated and we are not moving. She explained different ways they would help the community. She said they have planted their seeds in this community.

Treasurer Doe stated that he remembered Mr. Green being asked what they would do if they didn't get the liquor license and Mr. Green stated they would be fine because they hadn't planned on a liquor license when they started the business.

Mr. Green stated that they always had plans for a liquor license. He said when he and his sister left the meeting they went out believing it would be 6 to 12 months to get the liquor license. He said he does remember stating they would survive without the liquor license. Mr. Green said this is not about surviving it is about growing.

Supervisor Stumbo stated we do not vote during the work session and we only vote at the regular board meeting.

Attorney Hugo J. Mack asked if these 18-24 months could be negotiated.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 WORK SESSION MEETING
PAGE 5

Trustee Eldridge stated that he had been on the Liquor Board for many years and usually the answer is either yes or no but in this case, because we want them to succeed, it was decided to waive the fee and suggest to them to come back in 18-24 months. Trustee Eldridge said as it was stated earlier this has never been done before. He said he was comfortable that this was a reasonable amount of time to see if this business would be viable.

Myla Harris, Township Employee asked if the board would be interested during those 18-24 months if the restaurant could apply for a special event liquor license for an event.

Supervisor Stumbo stated she was not sure but they could look into it.

Clerk Lovejoy Roe stated the temporary license is at the State level and does not come through the Township. She said they are helpful if you call the State and check with them.

Michael Radzik, OCS Director stated he contacted the LCC regarding this issue and was told there were two special licenses. He said one would be for non-profit organizations and the other was you were supposed to already have a class C license and you could get up to 12 special permits per year for Liquor. He suggested Mr. Green contact the Liquor Control Agency in Lansing.

Mr. Green stated he would like to come back to the Board to present updates on their business and see if they could move the 18-24 months up. He said you could make an impact in the community with a new restaurant sooner than 18 months. Mr. Green stated that if someone does not have experience in the restaurant business they might not know that but he said it could be done.

Trustee Wilson stated there should not be an issue of Mr. Green coming back and presenting to the Board updates on your restaurant. He said he would encourage them to do so.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 WORK SESSION MEETING
PAGE 6**

Clerk Lovejoy Roe stated that what the Board was looking for when issuing a Liquor License would be financial depth to know that when we vote to issue a license that the business would be stable and not going to close its' doors.

Mr. Green said he wanted to understand what the Board is asking for. He said that if they move forward to purchase the building that they could get the liquor license a lot sooner.

Myla Harris, Township Employee stated she encourages the entrepreneurs to come back to the Board to request an earlier timeframe. She said she would like Board members to go to the restaurant and enjoy a meal there so they could see the atmosphere and compassion that is in this business.

Treasurer Doe stated he did stop by the restaurant and had to fight with one of the owners to pay for a dessert. He said she was determined to give me this dessert and I told her she was a business just starting up and she needed to be paid for this. He said the food was good.

OTHER DISCUSSIONS

Supervisor Stumbo stated the new gas line replacement has started on Grove Road. She said she sent a list of the roads to be impacted to board members. She said she has contacted Debbie Dingell regarding the issues we continue to have with our postal service.

Arloa Kaiser, Township Resident asked about contacting the Post Master General regarding the problems with the mail delivery.

2. AGENDA REVIEW

A. MINUTES OF THE JANUARY 21, 2020 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 WORK SESSION MEETING
PAGE 7**

- 1. STATEMENTS AND CHECKS FOR MARCH 3, 2020 IN THE AMOUNT OF \$895,769.03**

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

OLD BUSINESS

- 1. RESOLUTION 2020-01, ADOPTION OF UPDATED MASTER PLAN
(TABLED AT THE FEBRUARY 18, 2020 REGULAR MEETING)**

NEW BUSINESS

- 1. REQUEST TO APPROVE THE REVISED SITE PLAN, REVISED AND RESTATED DEVELOPMENT AGREEMENT AND FOURTH AMENDMENT TO THE MASTER DEED AND BYLAWS FOR CRYSTAL PONDS CONDOMINIUMS**

Michael Radzik, OCS Director stated this development has been going on for about twenty years. He said the original developer was convicted of fraud. He said out of the ninety homes sites, twenty are original owners and they have been anxious to get this development completed. He said Lombardo Builders would be completing this development. He said what was before the board tonight was a completely new agreement.

Attorney Winters stated although YCUA was serving this area with water and sewer, the lines have not been accepted into the YCUA system yet. He said once this agenda item was approved and moved forward YCUA would incorporate the Crystal Ponds system into the YCUA system. He said there were also changes with having a centralized mailbox and a dedicated 40 amp charging station in the garages for electric vehicles.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 WORK SESSION MEETING
PAGE 8**

- 2. REQUEST TO APPROVE AGREEMENT WITH GEI CONSULTANTS TO PROVIDE PROFESSIONAL SERVICES TO COMPLETE THE FIVE YEAR CONSULTANT SAFETY INSPECTIONS AS REQUIRED BY THE FEDERAL ENERGY REGULATORY COMMISSION (FERC), CFR 18, PART 12, SUBPART D OF THE COMMISSION'S REGULATION IN AN AMOUNT NOT TO EXCEED \$43,900.00 BUDGETED IN LINE ITEM #252-252-000-801-000**

- 3. RESOLUTION 2020-05, TEMPORARY ROAD CLOSURE REQUEST FOR OBERUN 5K ON JUNE 26, 2020**

- 4. RESOLUTION 2020-06, TEMPORARY ROAD CLOSURE REQUEST FOR "RUN SCREAM RUN" 5K, 10K, AND KID'S MILE RUN ON OCTOBER 10,2020**

- 5. RESOLUTION 2020-07, 2020 MICHIGAN RECREATION PASSPORT GRANT FOR CLUBVIEW PARK**

Mike Hoffmeister, Residential Director stated this Resolution shows a commitment to apply for Clubview Park improvements with the Recreation Passport Grant Program as well as a financial commitment for the fiscal year 2021 or 2022.

Clerk Lovejoy Roe asked if this was just authorizing the application for the Grant and if we get it, any matches would be done later with a budget amendment.

Mike Hoffmeister stated that this was the case.

- 6. RESOLUTION 2020-08, 2020 MICHIGAN LAND AND WATER CONSERVATION FUND DEVELOPMENT GRANT FOR COMMUNITY CENTER PARK**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 WORK SESSION MEETING
PAGE 9**

Mike Hoffmeister, Residential Director this was a Grant through the DNR.

- 7. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF A RECTANGULAR RAPID FLASHING BEACON (RRFB) IN THE AMOUNT OF \$25,604.87 BUDGETED IN LINE ITEM #101-466-000-818-022 AND TO APPROVE A TRAFFIC CONTROL DEVICE AGREEMENT FOR MAINTENANCE OF THE DEVICE**

- 8. REQUEST TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HWA ANALYTICS FOR PROJECT LEAD AND GRANT ADMINISTRATION SERVICES FOR PROJECT WITH REGION 2 PLANNING COMMISSION**

- 9. REQUEST TO APPROVE PURCHASE AGREEMENT WITH DTE FOR YEARLY OPERATIONS COSTS OF \$16,362.00 FOR FIFTY (50) LIGHTS ON US 12 BUDGETED IN LINE ITEM #101-956-000-926-000 (INSTALLATION COSTS FOR THE LIGHTS IS BEING PAID BY THE WASHTENAW COUNTY ROAD COMMISSION)**

- 10. REQUEST AUTHORIZATION TO WAIVE THE FINANCIAL POLICY AND AWARD THE PURCHASE OF SECURITY CAMERAS FOR 14B DISTRICT COURT TO CONTI IN THE AMOUNT OF \$12,737.73 BUDGETED IN LINE ITEM #266-301-000-977-000**

Mike Hoffmeister, Residential Services Director stated they have been working with Magistrate Nelson who showed the areas in the court that had blind spots and where cameras should be installed to eliminate these blind spots.

Magistrate Nelson stated that when the cameras were installed there were areas that lacked coverage and this will eliminate that.

Supervisor Stumbo stated this was Phase I of the security upgrade to the court.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 WORK SESSION MEETING
PAGE 10**

11. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO DIUBLE EQUIPMENT FOR THE PURCHASE OF TWO ZERO TURN MOWERS IN THE AMOUNT OF \$23,800.00 TO BE BUDGETED IN LINE ITEM #101-774-000-977-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

Mike Hoffmeister, Residential Services stated they were a little short and that is why they are requesting this budget amendment.

12. REQUEST FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1175 NASH AVE. BUDGETED IN LINE ITEM #101-950-000-801-023

Michael Radzik, OCS Director stated this damage was done with a fire and they thought this would be taken care of but the owners have now moved to an assisted living facility. He asked to have another property at 3775 Golfside Road, which also had a fire added to the board's agenda tonight. He said they have reached out to the owners but have not been able to locate them.

Trustee Jarrell Roe asked if they reached out to the family of the couple that was moved to an assisted facility. Mr. Radzik stated they had located the son and he showed no interest.

13. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR VILLAGE AT MAJESTIC LAKES AND MAJESTIC LAKES ESTATE ON APRIL 21, 2020 AT APPROXIMATELY 7:00PM

14. REQUEST TO ACCEPT THE RESIGNATION OF BRENDA STUMBO FROM THE YCUA BOARD AND TO APPOINT GLORIA PETERSON WITH A TERM ENDING DECEMBER 31, 2020

15. REQUEST TO SEEK SEALED BIDS FOR GARBAGE, RECYCLING AND YARD WASTE SERVICES CONTINGENT UPON APPROVAL OF THE BID SPECS BY THE TOWNSHIP ATTORNEY

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 WORK SESSION MEETING
PAGE 11**

Mike Hoffmeister, Residential Services Director stated they have been in contact with the rubbish collector, Waste Management, and asked for an extension and they would allow a 3 month extension but at a 15% increase in just the garbage and would not negotiate which was not acceptable for our residents. He said our contract runs out on June 30, 2020.

Supervisor Stumbo stated we need to look at others, maybe the 15% increase was where the market was at but we need to find out.

Arloa Kaiser asked if there was a way to find out how dependable the trash people were who would bid on our contract before we hire them.

16. BUDGET AMENDMENT #3

AUTHORIZATIONS AND BIDS

- 1. REQUEST TO AWARD THE LOW BID FOR THE PURCHASE OF A SKYJACK 3226 SCISSOR LIFT FROM THE UNITED RENTALS IN THE AMOUNT OF \$13,905.00 WITH \$10,000.00 BUDGETED IN LINE ITEM #101-265-000-977-000 AND \$3,905.00 BUDGETED IN LINE ITEM #252-252-000-977-000**

The Work Session adjourned at 6:40 PM

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 REGULAR BOARD MEETING**

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

Members Present: Supervisor Stumbo, Clerk Lovejoy Roe, Treasurer Doe
Trustees: Stan Eldridge, Heather Jarrell Roe
Jimmie Wilson, Jr.

Members Absent: Trustee Ross-Williams

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 REGULAR BOARD MEETING**

Arloa Kaiser, Township Resident, stated she was glad that Debbie Dingell was going to look in to the problems with the postal service. She encouraged others to notify the Post Master General. She also would like the board, when looking at other trash companies, to make sure they have a good reputation since she has heard of problems others have had with other trash companies.

CONSENT AGENDA

A. MINUTES OF THE JANUARY 21, 2020 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR MARCH 3, 2020 IN THE AMOUNT OF \$895,769.03

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

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated there was an ongoing challenge with the Forbes Cleaners property. He said DEQ purchased the property and has spent over \$750,000.00 for

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 3, 2020 REGULAR BOARD MEETING
PAGE 2**

the clean-up and more money would be needed to finish the clean-up. He said vapor mitigation systems have been installed in two properties and the rest will be completed soon. He said the mitigation systems need to be listed on the property files for future inquiries.

Attorney Winters stated that Jason Iacoangeli, Planning Director received a phone call from an Attorney for Lily Investments, Inc. who owns the property at 3011 E. Michigan Ave. asking him what was needed to get the property renovated for a parole office. Attorney Winters stated the property was zoned B-3 which would not allow a parole office to be located there. He said the parole office had been located inside the Huron Valley Women's Prison and that for three years the County was negotiating with the State to move this parole office to the Washtenaw County Courthouse. He said the negotiations broke down with the County. The lease had been entered into with the Department of Corrections and Lily Investments.

OLD BUSINESS

1. RESOLUTION 2020-01, ADOPTION OF UPDATED MASTER PLAN (TABLED AT THE FEBRUARY 18, 2020 REGULAR MEETING)

A motion was made by Trustee Jarrell Roe, supported by Treasurer Doe to remove from table RESOLUTION 2020-01, ADOPTION OF UPDATED MASTER PLAN.

The motion carried unanimously.

Jason Iacoangeli, Planning Director stated at the last meeting a brief overview of the proposed Master Plan was presented and there was concern regarding multiple family dwellings specifically at Gault Village. He said the verbage in the Master Plan was revised to remove the emphasis that originally focused on multiple family use of the property in the Gault Village area. He said the Gault Village Shopping Center was removed out of the Neighborhood Transition District and placed with all of its other neighbors in what is called the Neighborhood Preservation Future Land Use category.

Ben Carlisle, Carlisle Wortman explained why they list multi-family in Neighborhood Preservation Land Use Area. He said it was because there was already some multi-family in those areas but the board can always put conditions on future developments. He said that multi-family was utilized on the edges of land uses for transition and with like uses. He said this plan has flexibility.

Supervisor Stumbo asked if the 2015 Affordability Report was referred to in the Master Plan.

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Mr. Carlisle stated they didn't refer to it directly but he said they could insert a note about it if you want that included. He said a lot of the comments were based on the report but they didn't specifically site the report.

Trustee Jarrell Roe would like the 2015 Affordability Report to be referenced in the plan.

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve Resolution 2020-01, Adoption of Updated Master Plan (Tabled at the February 18, 2020 Regular Meeting) (see attached).

The motion carried unanimously.

Mr. Carlisle stated that he wanted to thank the Township for this plan. He said it was an excellent plan that was drafted. He said that he has never seen a Township be as involved or engaged in the process as what occurred in Ypsilanti Township. He said the Township should be very proud of this plan.

NEW BUSINESS

1. REQUEST TO APPROVE THE REVISED SITE PLAN, REVISED AND RESTATED DEVELOPMENT AGREEMENT AND FOURTH AMENDMENT TO THE MASTER DEED AND BYLAWS FOR CRYSTAL PONDS CONDOMINIUMS

A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve the Revised Site Plan, Revised and Restated Development Agreement and Fourth Amendment to the Master Deed and Bylaws for Crystal Ponds Condominiums.

Michael Radzik, OCS Director stated that what was before the Board tonight was the revised site plan for the Crystal Ponds Condominiums, revised and restated development agreement and the fourth amendment to the master deed and by-laws.

Greg Windingland, VP of Development Lombardo Homes, presented the new development for Crystal Ponds Condominiums. He said they have hired a professional management company to lead the HOA of Crystal Ponds and will cover the cost for three years. He said Lombardo Homes was a big enough company to handle this development and have had a lot of experience with going through the recession purchasing distressed properties. He said there were 22 properties that were privately owned from the last development. He said before they purchased the property they met with the current residents to discuss the redevelopment plans. He said Lombardo began building in Ypsilanti Township in 2009. Mr. Windingland stated they have a good working relationship with the Township. He said they would add streetlights and security cameras and Lombardo will pay for both the purchase and installation cost. He said they will get the public water and sewer completed. He said the Master Deed includes a line item for the private road

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maintenance. He said Attorney Winters and Mike Radzik had done a wonderful job in helping them with getting the development restarted.

The motion carried unanimously.

- 2. REQUEST TO APPROVE AGREEMENT WITH GEI CONSULTANTS TO PROVIDE PROFESSIONAL SERVICES TO COMPLETE THE FIVE YEAR CONSULTANT SAFETY INSPECTIONS AS REQUIRED BY THE FEDERAL ENERGY REGULATORY COMMISSION (FERC), CFR 18, PART 12, SUBPART D OF THE COMMISSION'S REGULATION IN AN AMOUNT NOT TO EXCEED \$43,900.00 BUDGETED IN LINE ITEM #252-252-000-801-000**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Agreement with GEI Consultants to Provide Professional Services to Complete the Five Year Consultant Safety Inspections as Required by the Federal Energy Regulatory Commission (FERC), CFR 18, Part 12, Subpart D of the Commission's Regulation in an Amount Not to Exceed \$43,900.00 Budgeted in Line Item #252-252-000-801-000 (see attached).

The motion carried unanimously.

- 3. RESOLUTION 2020-05, TEMPORARY ROAD CLOSURE REQUEST FOR OBERUN 5K ON JUNE 26, 2020**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Resolution 2020-05, Temporary Road Closure Request for Oberun 5K on June 26, 2020 (see attached).

The motion carried unanimously.

- 4. RESOLUTION 2020-06, TEMPORARY ROAD CLOSURE REQUEST FOR "RUN SCREAM RUN" 5K, 10K, AND KID'S MILE RUN ON OCTOBER 10, 2020**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Resolution 2020-06, Temporary Road Closure Request for "Run Scream Run" 5K, 10K, and Kid's Mile Run on October 10, 2020 (see attached).

The motion carried unanimously.

- 5. RESOLUTION 2020-07, 2020 MICHIGAN RECREATION PASSPORT GRANT FOR CLUBVIEW PARK**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Resolution 2020-07, 2020 Michigan Recreation Passport Grant for Clubview Park (see attached).

The motion carried unanimously.

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**6. RESOLUTION 2020-08, 2020 MICHIGAN LAND AND WATER CONSERVATION
FUND DEVELOPMENT GRANT FOR COMMUNITY CENTER PARK**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Resolution 2020-08, 2020 Michigan Land and Water Conservation Fund Development Grant for Community Center Park (see attached).

The motion carried unanimously.

**7. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY
ROAD COMMISSION FOR THE INSTALLATION OF A RECTANGULAR RAPID
FLASHING BEACON (RRFB) AT THE ENTRANCE TO FORD HERITAGE PARK IN
THE AMOUNT OF \$25,604.87 BUDGETED IN LINE ITEM #101-466-000-818-
022 AND TO APPROVE A TRAFFIC CONTROL DEVICE AGREEMENT FOR
MAINTENANCE OF THE DEVICE**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Agreement with the Washtenaw County Road Commission for the Installation of a Rectangular Rapid Flashing Beacon (RRFB) at the Entrance to Ford Heritage Park in the Amount of \$25,604.87 Budgeted in Line Item #101-466-000-818-022 and to Approve the Traffic Control Device Agreement for Maintenance of the Device (see attached).

The motion carried unanimously.

**8. REQUEST TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HWA
ANALYTICS FOR PROJECT LEAD AND GRANT ADMINISTRATION SERVICES
FOR PROJECT WITH REGION 2 PLANNING COMMISSION**

A motion was made by Trustee Eldridge, supported by Trustee Wilson to Approve Professional Services Agreement with HWA Analytics for Project Lead and Grant Administration Services for Project with Region 2 Planning Commission (see attached).

The motion carried unanimously.

**9. REQUEST TO APPROVE PURCHASE AGREEMENT WITH DTE FOR YEARLY
OPERATIONS COSTS OF \$16,362.00 FOR FIFTY (50) LIGHTS ON US 12
BUDGETED IN LINE ITEM #101-956-000-926-000 (INSTALLATION COSTS
FOR THE LIGHTS IS BEING PAID BY THE WASHTENAW COUNTY ROAD
COMMISSION TO DTE BY FUNDS PROVIDED BY THE MDOT GRANT)**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Purchase Agreement with DTE for Yearly Operations Costs of \$16,362.00 for Fifty (50) Lights on US 12 Budgeted in Line Item #101-956-000-926-000 (Installation

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Costs for the Lights is being Paid by the Washtenaw County Road Commission to DTE by Funds Provided by the MDOT Grant) (see attached).

The motion carried unanimously.

10. REQUEST AUTHORIZATION TO WAIVE THE FINANCIAL POLICY AND AWARD THE PURCHASE OF SECURITY CAMERAS FOR 14B DISTRICT COURT TO CONTI IN THE AMOUNT OF \$12,737.73 BUDGETED IN LINE ITEM #266-301-000-977-000

A motion was made by Trustee Wilson, supported by Trustee Eldridge to Approve Authorization to Waive the Financial Policy and Award the Purchase of Security Cameras for 14B District Court to Conti in the Amount of \$12,737.73 Budgeted in Line Item #266-301-000-977-000.

The motion carried unanimously.

11. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO DIUBLE EQUIPMENT FOR THE PURCHASE OF TWO ZERO TURN MOWERS IN THE AMOUNT OF \$23,800.00 TO BE BUDGETED IN LINE ITEM #101-774-000-977-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request to Waive the Financial Policy and Award the Low Quote to Diuble Equipment for the Purchase of Two Zero Turn Mowers in the Amount of \$23,800.00 to be Budgeted in Line Item # 101-774-000-977-000 Contingent Upon Approval of the Budget Amendment.

The motion carried unanimously.

12. REQUEST FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1175 NASH AVE. AND 3775 GOLFSIDE RD. BUDGETED IN LINE ITEM #101-950-000-801-023

A motion was made by Trustee Wilson, supported by Trustee Jarrell Roe to Approve the Request for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 1175 Nash Ave. and 3775 Golfside Rd. Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

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13. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR VILLAGE AT MAJESTIC LAKES AND MAJESTIC LAKES ESTATE ON APRIL 21, 2020 AT APPROXIMATELY 7:00PM

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request to Set a Public Hearing for the Creation of Streetlight Special Assessment District for Village at Majestic Lakes and Majestic Lakes Estate on April 21, 2020 at Approximately 7:00PM.

The motion carried unanimously.

14. REQUEST TO ACCEPT THE RESIGNATION OF BRENDA STUMBO FROM THE YCUA BOARD AND TO APPOINT GLORIA PETERSON WITH A TERM ENDING DECEMBER 31, 2020

A motion was made by Trustee Eldridge, supported by Trustee Wilson to Approve the Request to Accept the Resignation of Brenda Stumbo from the YCUA Board and to Appoint Gloria Peterson with a Term Ending December 31, 2020.

The motion carried unanimously.

15. REQUEST TO SEEK SEALED BIDS FOR GARBAGE, RECYCLING AND YARD WASTE SERVICES CONTINGENT UPON APPROVAL OF THE BID SPECS BY THE TOWNSHIP ATTORNEY

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve the Request to Seek Sealed Bids for Garbage, Recycling and Yard Waste Services Contingent Upon Approval of the Bid Specs by the Township Attorney.

The motion carried unanimously.

16. BUDGET AMENDMENT #3

A motion was made by Trustee Eldridge, supported by Trustee Wilson to Approve Budget Amendment #3 (see attached).

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST TO AWARD THE LOW BID FOR THE PURCHASE OF A SKYJACK 3226 SCISSOR LIFT FROM THE UNITED RENTALS IN THE AMOUNT OF \$13,905.00 WITH \$10,000.00 BUDGETED IN LINE ITEM #101-265-000-977-000 AND \$3,905.00 BUDGETED IN LINE ITEM #252-252-000-977-000**

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A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve the Request to Award the Low Bid for the Purchase of a Skyjack 3226 Scissor Lift from the United Rentals in the Amount of \$13,905.00 with \$10,000.00 Budgeted in Line Item #101-265-000-977-000 and \$3,905.00 Budgeted in Line Item #252-252-000-977-000.

The motion carried unanimously.

Arloa Kaiser, Township Resident asked if centralized mailboxes would be put in all neighborhoods.

Supervisor Stumbo said the Post Office requested centralized mailboxes for all new developments.

A motion was made by Treasurer Doe, supported by Trustee Wilson to Adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 8:20PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2020-01

ADOPTION OF UPDATED MASTER PLAN

Whereas, Ypsilanti Township has in the past adopted a Master Plan containing standards, objectives, priorities, recommendations for future growth and development within Ypsilanti Township; and

Whereas, the Master Plan has been periodically reviewed and updated to ensure that it reflects the current vision for growth and development within Ypsilanti Township; and

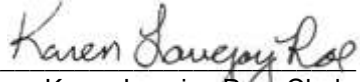
WHEREAS, the Charter Township of Ypsilanti Planning Commission with the assistance of the Township's planning consultants, Carlisle and Wortman, has revised the Township's Master Plan focusing on the long term (2040) human, environmental and economic health of the Township; and

WHEREAS, the Charter Township of Ypsilanti Planning Commission, on November 26, 2019, voted to recommend the Township Board, approve the 2040 Ypsilanti Township Master Plan; and

Whereas, the Charter Township of Ypsilanti Board has reviewed the proposed 2040 Ypsilanti Township Master Plan;

Now therefore, be it resolved, that the 2040 Ypsilanti Township Master Plan, the official copy of which is on file with the Ypsilanti Township Clerk, is hereby adopted. The adoption of the 2040 Ypsilanti Township Master Plan supersedes previous master plans adopted by the Township Board.

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. 2020-01 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 3, 2020.


Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants of Michigan, P.C., 9282 General Drive, Suite 180, Plymouth, MI 48170 and
Charter Township of Ypsilanti, 7200 S. Huron Drive, Ypsilanti, MI 48197

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware that an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than forty-five (45) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) ~~Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.~~
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.

- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use

and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For CLIENT:	Mr. Michael Saranen

For GEI:	Mr. Michael Gentner

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations

extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A, Scope of Services and Schedule
- Exhibit B, Payment Terms
- Exhibit C, Insurance
- Exhibit D, Special Provisions for Field Services
- Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals
- Exhibit F, Special Provisions for Engineering Design Services
- Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- Exhibit H, Special Provisions for Construction Services

(Check all that apply; strike all that do not apply)

16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

For GEI:

Brenda L. Stumbo | *Karen Lacey Roe*

By: *Michael Gentner*

(Signature)

(Signature)

Brenda L. Stumbo | *Karen Lacey Roe*

Michael Gentner, P.E.

(Print Name)

(Print Name)

Supervisor | *Chere*

Senior Professional

(Title)

(Title)

March 4, 2020

January 14, 2020

(Date)

(Date)



STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Scope of Services and Schedule

*Per GEI proposal dated January 14, 2020 for 2020 Part 12 Consultants Safety Inspection Report (CSIR),
Ford Lake Hydroelectric Station, FERC No. 5334, Ypsilanti Township, Michigan*



STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B

Payment Terms

Per attached GEI Fee Schedule

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
 - 1. In accordance with the laws of the state(s) in which services are performed.

- B. Commercial General Liability (CGL) Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
 - 2. Including explosion, underground drilling excavation, and collapse hazards.
 - 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

- C. Comprehensive Automobile Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
 - 2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.

- D. Professional Liability Insurance:
 - 1. \$1,000,000 per claim and in aggregate.

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D

Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right of entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B.**
- B. Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and

~~by products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.~~

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

- A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.
- B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.
- C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.

STANDARD PROFESSIONAL SERVICES AGREEMENT**EXHIBIT F****Special Provisions for Engineering Design Services**

~~A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction Related Services, then CLIENT:~~

- ~~1. Assumes all responsibility for interpretation of the construction Contract Documents.~~
- ~~2. Assumes all responsibility for construction observation and review.~~
- ~~3. Waives any claims against GEI that may be in any way connected thereto.~~

~~For purposes of this Agreement, Construction Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction phase services.~~

~~B. Use of Documents:~~

- ~~1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.~~
- ~~2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.~~
- ~~3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.~~
- ~~4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.~~

~~STANDARD PROFESSIONAL SERVICES AGREEMENT~~

~~EXHIBIT G~~

~~Special Provisions for Opinions of Probable Construction Costs~~

~~GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.~~

~~If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.~~

STANDARD PROFESSIONAL SERVICES AGREEMENT**EXHIBIT H****Special Provisions for Construction Services**

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.

FORD LAKE DAM PROJECT
PROPOSAL FOR THE 2020 PART 12D DAM
SAFETY INSPECTION AND PFMA REVIEW
JANUARY 14, 2020

Fee Schedule

MI 2020 Fee Schedule



FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 88
Staff Professional – Grade 2	\$ 94
Project Professional – Grade 3	\$ 102
Project Professional – Grade 4	\$ 109
Senior Professional – Grade 5	\$ 124
Senior Professional – Grade 6	\$ 161
Senior Professional – Grade 7	\$ 175
Senior Consultant – Grade 8	\$ 242
Senior Consultant – Grade 9	\$ 268
Senior Principal – Grade 10	\$ 268

Senior Drafter and Designer / GIS	\$ 99
Drafter and Designer / GIS	\$ 81
*Senior Field Professional	\$ 102
*Field Professional	\$ 90
*Senior Technician	\$ 77
*Technician II	\$ 74
*Technician I	\$ 65
Word Processor, Administrative Staff	\$ 68
Office Aide	\$ 62

Rates will increase up to 5% annually, at GEI’s option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the specified rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges, or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI’s invoice number.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2020-05

RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard to enter Rolling Hills on Friday, June 26, 2020 from 6:30 p.m. to 7:15 p.m. for the Oberun 5K to benefit Karen's Trail/Friends of the Border to Border Trail.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

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. 2020-05 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 3, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP
OF YPSILANTI**

RESOLUTION NO. 2020-06

**RESOLUTION REGARDING
TEMPORARY ROAD
CLOSURE**

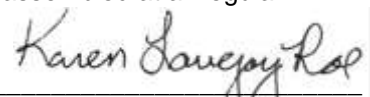
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 10, 2020 from 8:30a.m. to 11:00a.m. for the Run Scream Run 5K, 10K and Kid's Mile to benefit The Corner Health Center.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

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. 2020-06 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 3, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION NO. 2020-07

**2020 MICHIGAN RECREATION PASSPORT GRANT
FOR CLUBVIEW PARK**

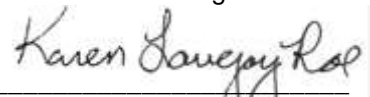
WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, supports the submission of an application titled, “Clubview Park Improvements” to the Recreation Passport Grant Program for development of new tennis and pickleball courts at Clubview Park; and,

WHEREAS, the proposed application is supported by the Community’s 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, the Charter Township of Ypsilanti is hereby making a financial commitment to the project in the amount of \$99,500 matching funds, in cash and/or force account; and

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti hereby authorizes submission of a Land and Water Conservation Fund Application for \$150,000, and further resolves to make available its financial obligation amount of \$99,500 of a total \$249,500 project cost, during the 2021-2022 fiscal year.

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. 2020-07 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 3, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION NO. 2020-08

2020 MICHIGAN LAND AND WATER CONSERVATION FUND DEVELOPMENT GRANT FOR COMMUNITY CENTER PARK

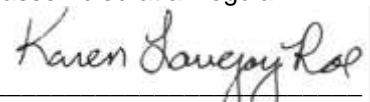
WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, supports the submission of an application titled, “Community Center Park Improvements” to the Land and Water Conservation Fund for development of new tennis and pickleball courts at Community Center Park; and,

WHEREAS, the proposed application is supported by the Community’s 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, the Charter Township of Ypsilanti is hereby making a financial commitment to the project in the amount of \$176,200 matching funds, in cash and/or force account; and

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti hereby authorizes submission of a Land and Water Conservation Fund Application for \$176,200, and further resolves to make available its financial obligation amount of \$176,200 (50%) of a total \$352,400 project cost, during the 2021-2022 fiscal year.

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. 2020-08 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 3, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**AGREEMENT BETWEEN
CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this 4 day of March, 2020 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Township desires to improve the pedestrian crosswalk crossing Textile Road at Cherrywood Drive with rectangular rapid flashing beacons (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs of the rectangular rapid flashing beacon (RRFB) equipment and pay items associated with it, estimated to be \$25,604.87.

AGREEMENT SUMMARY

Estimated Costs

Textile Road at Cherrywood Drive Pedestrian RRFB installation **\$25,604.87**

FOR YPSILANTI TOWNSHIP:

Brenda Stumbo

Brenda Stumbo, Supervisor

March 4, 2020 Witness

Rosa K. Stanfield

March 4, 2020

Karen Lovejoy Roe

Karen Lovejoy Roe, Clerk March 4, 2020 Witness

Rosa K. Stanfield

March 4, 2020

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Sheryl Soderholm Siddall, Managing Director

Witness

WASHTENAW COUNTY ROAD COMMISSION

555 N. ZEEB ROAD
ANN ARBOR, MICHIGAN 48103

TRAFFIC CONTROL DEVICE AGREEMENT

LOCATION: Textile Road at Cherrywood Drive AGREEMENT NO. 1
 DEVICE TYPE(S): Crosswalk pavement markings,
RRFB (Rect. Rapid Flashing Beacon),
and all signage for crossing. EFFECTIVE DATE OF THIS AGREEMENT: 3-4-2020

Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies, the undersigned hereby agree to participate in the cost of maintenance and operation of the traffic control device(s) at the location(s) listed above on the basis of the division of costs as shown below. Details of the location are as shown on the attached documentation.

PARTICIPATION AGREEMENT

Agency	<u>WASHTENAW COUNTY ROAD COMMISSION</u>	<u>0%</u>
Agency	<u>YPSILANTI TOWNSHIP</u>	<u>100%</u>
Agency	_____	_____
Other	_____	_____

BILLING AGREEMENT: It is agreed that the **Washtenaw County Road Commission** shall bill the parties designated above on the participation agreement for their proportionate share of all costs relative to the maintenance and operation of the traffic control device(s) on the first billing cycle after the charges are incurred.

It is further agreed that the agency responsible for payment of energy billings and/or leased line interconnection billings included in the operation costs, shall be the **Washtenaw County Road Commission**.

It is further agreed that the agency responsible for performing maintenance by approved guidelines and policies, shall be the **Washtenaw County Road Commission**.

"In the event the traffic control device(s) referred to in this agreement is located on a road or street that is not under the jurisdiction of the **Washtenaw County Road Commission**, the authority having the jurisdiction over the road or street hereby agrees to save harmless, indemnify, represent, and defend the **Washtenaw County Road Commission** from any claims, demands, or suits arising out of or relating to the maintenance and operation of the traffic control device(s) which is the subject matter of this agreement."

It is further agreed that title to all equipment at the roads listed in this agreement shall remain with the agency having jurisdiction of the road in which the equipment is located.

This agreement is terminable on a unanimous decision between all parties.

Agency <u>WASHTENAW CO. ROAD COMM.</u> Signed By _____ Print Name _____ Title _____ Date _____	Agency <u>YPSILANTI TOWNSHIP</u> Signed By <u><i>Brenda L. Stumbo</i></u> Print Name <u>Brenda L. Stumbo</u> Title <u>Supervisor</u> Date <u>March 4, 2020</u>
Agency _____ Signed By _____ Print Name _____ Title _____ Date _____	Other _____ Signed By _____ Print Name _____ Title _____ Date _____

Exhibit A to Master Agreement


Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of February 20, 2020 between DTE Electric Company ("Company") and the Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 7, 2018 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	56727426 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A								
2. Location where Equipment will be installed:	[Michigan Ave between Wiard Rd and Ecorse Rd], as more fully described on the map attached hereto as <u>Attachment 1</u> .								
3. Total number of lights to be installed:	50								
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install fifty (50) 136w LED luminaires with black housing and fifty (50) direct buried fiberglass poles with black finish								
5. Estimated Total Annual Lamp Charges	\$16,362.00-Ypsilanti Township								
6. Estimated Total Annual Post Charges if selected	\$0.00								
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	<table border="0"> <tr> <td>Total Project Costs:</td> <td align="right">\$288,168.23</td> </tr> <tr> <td>Credit for 3 years of lamp charges:</td> <td align="right">\$49,086.00</td> </tr> <tr> <td>Total Project-CIAC Amount Paid by Washtenaw County Road Commission</td> <td align="right">\$239,082.23</td> </tr> <tr> <td>Credit for Post Charge, if selected</td> <td align="right">\$0.00</td> </tr> </table>	Total Project Costs:	\$288,168.23	Credit for 3 years of lamp charges:	\$49,086.00	Total Project-CIAC Amount Paid by Washtenaw County Road Commission	\$239,082.23	Credit for Post Charge, if selected	\$0.00
Total Project Costs:	\$288,168.23								
Credit for 3 years of lamp charges:	\$49,086.00								
Total Project-CIAC Amount Paid by Washtenaw County Road Commission	\$239,082.23								
Credit for Post Charge, if selected	\$0.00								
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$239,082.23								
9. Term of Agreement	<p>5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p> <p>If Post Charge "box" <input type="checkbox"/> is checked the Customer agrees to following term:</p> <p>10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p>								

<p>10. Does the requested Customer lighting design meet IESNA recommended practices?</p>	<p>(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices</p> <p><i>Brenda L. Stumba</i> <i>Karen Lovejoy Roe</i> </p> <p><i>Brenda L. Stumba / Karen Lovejoy Roe</i></p>
<p>11. Customer Address for Notices:</p>	<p>Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe</p>

12. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____.
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company


By: *Raymond T. Zoia*

Name: RAYMOND T. ZOIA

Title: MANAGER

Customer:

Charter Township of Ypsilanti

By: *Brenda L. Stumbo* | *Karen Lovejoy Roc* 

Name: Brenda L. Stumbo / Karen Lovejoy Roc

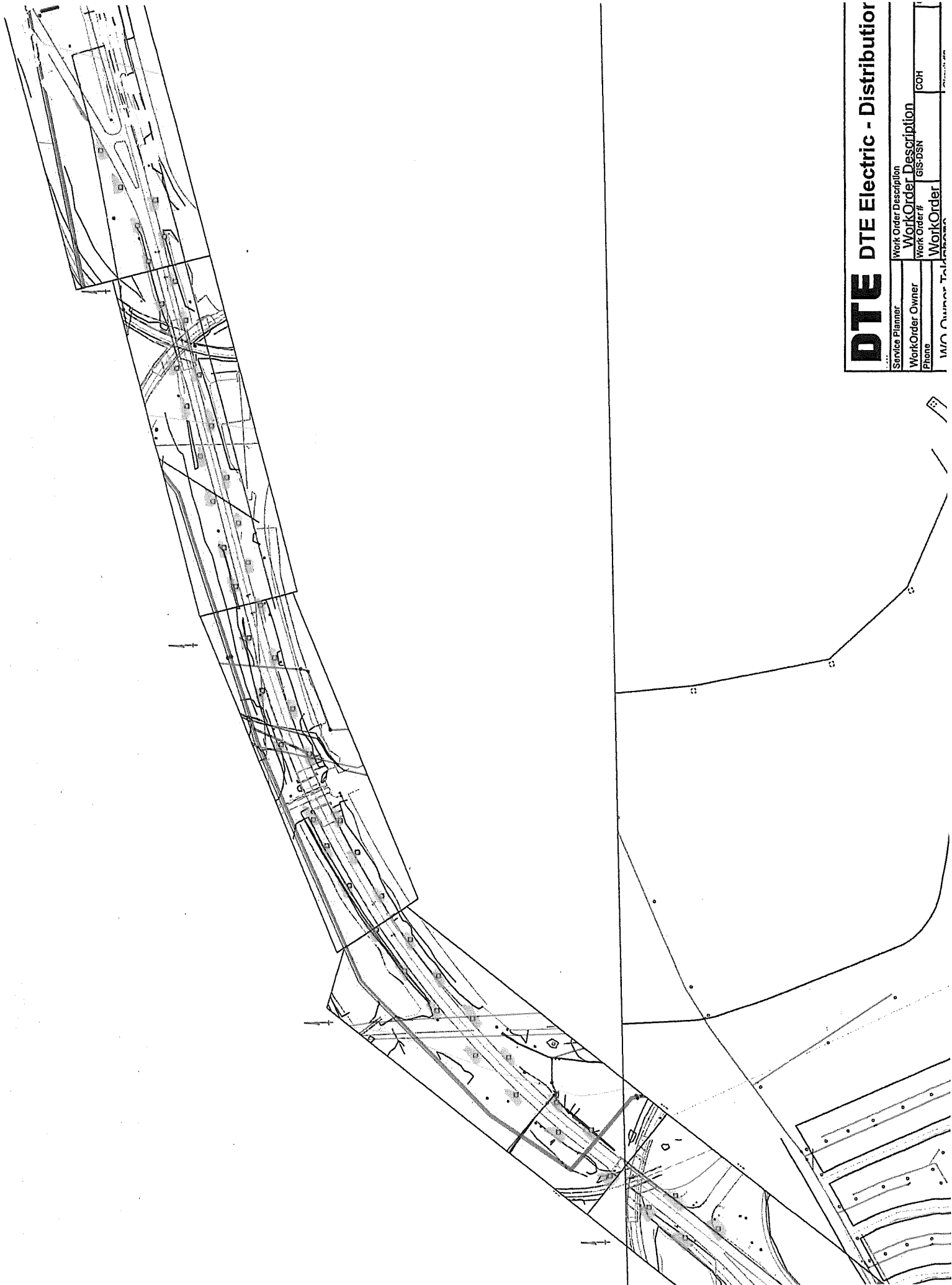
Title: Supervisor | clerk

March 4, 2020

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



DTE DTE Electric - Distributor

Service Planner	Work Order Description
WorkOrder Owner	WorkOrder Description
Phone	Work Order #
	GIS-DSN
	WorkOrder
	COH

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #3**

MARCH 3, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$40,490.00

Request to increase budget by \$8,800 for the purchase of 2 ZTR Zero turn mowers for parks and grounds. The low bid for both mowers totaled \$23,800. There is currently \$15,000 budgeted. This will be funded by an appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$8,800.00
		Net Revenues	<u><u>\$8,800.00</u></u>
Expenditures:	Equipment	101-774-000-977.000	\$8,800.00
		Net Expenditures	<u><u>\$8,800.00</u></u>

Request to increase the budget for professional service of HWA Analytics, LLC to create a business/implementation plan for "The American Center for Innovation". This is a collaborative project and will be funded by a \$26,690 grant from The Greater Ann Arbor Region Prosperity Initiative Management Team, a \$5,000 contribution from The Charter Township of Ypsilanti and a \$5,000 contribution from The Michigan Aerospace Corporation. The \$5,000 contribution from the Township will be funded by a line transfer to a new line within the Community Stabilization Department of the General Fund and the remaining \$31,690 will be funded by a grant and private contribution.

Revenues:	Prosperity Grant - ACI	101-000-000-671.100	\$31,690.00
		Net Revenues	<u><u>\$31,690.00</u></u>
Expenditures:	American Center Innovation -ACI	101-950-000-749.000	\$31,690.00
		Net Expenditures	<u><u>\$31,690.00</u></u>

LINE TRANSFER - NEW LINE Number (net zero)

<i>Expenditures:</i>	<i>American Center Innovation -ACI</i>	<i>101-950-000-749.000</i>	<i>\$5,000.00</i>
		Net Expenditures	<u><u>\$5,000.00</u></u>
<i>Expenditures:</i>	<i>Community Investment</i>	<i>101-950-000-969.010</i>	<i>(\$5,000.00)</i>
		Net Expenditures	<u><u>(\$5,000.00)</u></u>

Motion to Amend the 2020 Budget (#3)

Move to increase the General Fund budget by \$40,490 to \$9,491,949 and approve the department line item changes as outlined.

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



ACCOUNTING DEPT

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-3702
Fax: (734) 484-5154

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

MARCH 17, 2020 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	562,201.90
HAND CHECKS -	\$	451,050.65
CREDIT CARD PURCHASES-	\$	<u>5,610.59</u>
GRAND TOTAL -	\$	1,018,863.14

Clarity Health Care Deductible –

ACH EFT -	\$47,109.23 (FEB)
ADMIN FEE -	\$1,201.50 (FEB)

Check Date	Check	Vendor Name	Amount
Bank AP AP			
02/25/2020	184772	BLUE CROSS BLUE SHIELD OF MI	188,027.36
02/25/2020	184773	BLUE CROSS BLUE SHIELD OF MI	31,811.74
02/25/2020	184774	COMCAST CABLE	143.35
02/25/2020	184775	COMCAST CABLE	387.68
02/25/2020	184776	DEARBORN NATIONAL LIFE INSURANCE	5,134.38
02/25/2020	184777	DELTA DENTAL PLAN OF MICHIGAN	13,033.89
02/25/2020	184778	DTE ENERGY	5,793.96
02/25/2020	184779	LONG'S AUTOMOTIVE INC	2,671.70
02/25/2020	184780	VISION SERVICE PLAN	3,246.54
02/25/2020	184781	WASTE MANAGEMENT	860.82
02/25/2020	184782	YPSILANTI COMMUNITY	887.18
02/27/2020	184783	WASHTENAW COUNTY LEGAL NEWS	95.00
02/27/2020	184784	WASHTENAW COUNTY SHERIFF'S OFFICE	180.00
03/02/2020	184785	AT & T	32.53
03/02/2020	184786	AT & T	240.99
03/02/2020	184787	CLEAR RATE COMMUNICATIONS, INC	864.99
03/02/2020	184788	COMCAST BUSINESS	4,727.09
03/02/2020	184789	COMCAST CABLE	181.81
03/02/2020	184790	COMCAST CABLE	224.90
03/02/2020	184791	CONSTELLATION NEW ENERGY	9,578.21
03/02/2020	184792	DTE ENERGY	1,961.73
03/02/2020	184793	DTE ENERGY**	71,964.80
03/02/2020	184794	HARPER ELECTRIC	90,250.00
03/04/2020	184795	STATE OF MICHIGAN	600.00
03/04/2020	184796	STATE OF MICHIGAN	150.00
03/09/2020	184797	CHARTER TWP OF YPSILANTI	18,000.00

AP TOTALS:

Total of 26 Checks:	451,050.65
Less 0 Void Checks:	0.00
Total of 26 Disbursements:	451,050.65

Check Date	Check	Vendor Name	Amount
Bank AP AP			
03/17/2020	184798	A.F. SMITH ELECTRIC	226.00
03/17/2020	184799	ACCUSHRED LLC	65.00
03/17/2020	184800	ACUSHNET COMPANY	2,207.24
03/17/2020	184801	ADVANCE PRINT & GRAPHICS	997.59
03/17/2020	184802	ALERT ALL	164.00
03/17/2020	184803	ALL PRO EXERCISE	717.50
03/17/2020	184804	ALLEGRA PRINTING AND IMAGING	348.33
03/17/2020	184805	ALLGRAPHICS CORPORATION	412.50
03/17/2020	184806	AMAZON CAPITAL SERVICES	3,200.99
03/17/2020	184807	ANN ARBOR CLEANING SUPPLY	407.60
03/17/2020	184808	APPLIED IMAGING	2,185.10
03/17/2020	184809	ARBOR INSPECTION SERVICES	415.00
03/17/2020	184810	AUTO VALUE YPSILANTI	437.93
03/17/2020	184811	BARR ENGINEERING COMPANY	2,729.00
03/17/2020	184812	BOB ALLEN	75.00
03/17/2020	184813	BSN SPORTS	369.78
03/17/2020	184814	CHARLES POPE	100.00
03/17/2020	184815	CHELSEA TIDERINGTON	1,741.95
03/17/2020	184816	CLAUDIA SELENE SETTLE	224.00
03/17/2020	184817	CONTI	1,190.00
03/17/2020	184818	CONTRACTORS CONNECTION	1,120.00
03/17/2020	184819	COURT INNOVATIONS INC	540.00
03/17/2020	184820	CRYSTAL FLASH, INC.	572.41
03/17/2020	184821	ED SERZO	75.00
03/17/2020	184822	EMERGENCY MEDICAL PRODUCTS	488.17
03/17/2020	184823	EMERGENCY VEHICLE SERVICES	1,608.70
03/17/2020	184824	ESRI	3,700.00
03/17/2020	184825	FEDERAL EXPRESS CORPORATION	33.61
03/17/2020	184826	FERGUSON ENTERPRISES, INC.	41.93
03/17/2020	184827	FLOYD WOODARD	3,252.00
03/17/2020	184828	GRAINGER	1,754.06
03/17/2020	184829	HAMPTON INN	352.80
03/17/2020	184830	HARTFORD STEAM BOILER INSPECTION	94.00
03/17/2020	184831	HOME DEPOT	1,935.67
03/17/2020	184832	LARDNER ELEVATOR COMPANY	232.00
03/17/2020	184833	LOMBARDO HOMES OF SE MI LLC	110,000.00
03/17/2020	184834	LOOKING GOOD LAWNS	17,500.00
03/17/2020	184835	LOWE'S	47.44
03/17/2020	184836	LOWER HURON SUPPLY	60.40
03/17/2020	184837	MADCPO	300.00
03/17/2020	184838	MARILYN WEBB	50.00
03/17/2020	184839	MAYNARDS AUTO SERVICE CENTER	12.00
03/17/2020	184840	MCCALLA'S FEED SERVICE, INC.	409.50
03/17/2020	184841	MCLAIN AND WINTERS	138,839.91
03/17/2020	184842	MENARDS, INC.	75.98
03/17/2020	184843	MICHIGAN ASSOC. OF PLANNING	150.00
03/17/2020	184844	MICHIGAN LINEN SERVICE, INC.	597.58
03/17/2020	184845	MISSION POINT RESORT	927.30
03/17/2020	184846	NYE UNIFORM EAST	249.50
03/17/2020	184847	OFFICE EXPRESS	180.20
03/17/2020	184848	ONSITE SUBSTANCE ABUSE TESTING	60.00
03/17/2020	184849	ORCHARD, HILTZ & MCCLIMENT INC	19,124.00
03/17/2020	184850	PARKWAY SERVICES, INC.	130.00
03/17/2020	184851	PLUNKETT COONEY	2,582.83
03/17/2020	184852	RHETT REYES	612.00
03/17/2020	184853	RICOH USA, INC.	204.95
03/17/2020	184854	S & S ASSOCIATES, INC	163.80
03/17/2020	184855	SAM'S CLUB DIRECT	180.48
03/17/2020	184856	SHERWIN WILLIAMS COMPANY	66.07
03/17/2020	184857	SIGNS BY TOMORROW	35.00
03/17/2020	184858	SILVER LINING TIRE RECYCLING	231.00
03/17/2020	184859	SPEARS FIRE & SAFETY SERVICE	228.00
03/17/2020	184860	STATE OF MICHIGAN	200.00
03/17/2020	184861	THOMAS PIOTROWSKI	375.00
03/17/2020	184862	TODD BARBER	2,550.00
03/17/2020	184863	TRANSUNTON RISK & ALTERNATIVE	50.00
03/17/2020	184864	UNIFIRST CORPORATION	160.42
03/17/2020	184865	UNIVERSITY TRANSLATORS	1,141.70
03/17/2020	184866	VICTORY LANE	123.65
03/17/2020	184867	W.J. O'NEIL COMPANY	4,662.91
03/17/2020	184868	WASHTENAW COUNTY LEGAL NEWS	275.00
03/17/2020	184869	WASHTENAW COUNTY TREASURER#	189,320.78
03/17/2020	184870	WASHTENAW COUNTY TREASURER#	36,199.50
03/17/2020	184871	WEINGARTZ	59.99
03/17/2020	184872	YPSILANTI ACE HARDWARE	50.15

A/P CHECKS

AP TOTALS:

Total of 75 Checks:

562,201.90

User: mharris

CHECK NUMBERS 184798 - 184872

DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Amount
Less 0 Void Checks:			0.00
Total of 75 Disbursements:			562,201.90

Check Date Check Vendor Name Description *CREDIT CARDS* Amount

Bank CARDS COMERICA COMMERCIAL CARD

03/17/2020	54(E)	COMERICA BANK	OPERATING SUPPLIES AND FOOD AND BEVERAGE	275.22
			COSTUME EXCHANGE/PURCHASE	89.91
			SMAFC MARCH 2020 MEMBERSHIP MEETING	20.00
			TRADE SHOW FOR PARK/GROUND MAINTENANCE E	135.00
			NINE SOFTWARE	71.94
			ANNUAL ACTIVE 911 SUBSCRIPTIONS FOR FIRE	325.00
			WEBINAR ON THE NEW W-4 FOR PAYROLL CLERK	197.00
			FILECENTER SOFTWARE	69.95
			FIELD ROLLER	1,973.58
			WEBINAR - YEAR-END PAYROLL AND BUSINESS	149.00
			DIGITAL DISPLAYS	359.99
			GOLD WEBSITE HOSTING	234.00
			TRAINING FOR MAINTENANCE TECH EMPLOYEES	1,710.00
				<u>5,610.59</u>
				<u><u>5,610.59</u></u>

CARDS TOTALS:

Total of 1 Checks:	5,610.59
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<u>5,610.59</u>

Supervisor
BRENDA L. STUMBO
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KAREN LOVEJOY ROE
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ACCOUNTING DEPT

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Charter Township of Ypsilanti

STATEMENTS AND CHECKS

APRIL 7, 2020 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	924,504.55
HAND CHECKS -	\$	540,056.73
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	1,464,561.28

Check Date	Check	Vendor Name	Amount
Bank AP AP			
04/07/2020	184908	ACUSHNET COMPANY	4,167.42
04/07/2020	184909	ADVANCED COMMUNICATIONS & DATA	694.84
04/07/2020	184910	ALL PRO EXERCISE	263.00
04/07/2020	184911	AMAZON CAPITAL SERVICES	5,529.74
04/07/2020	184912	ANN ARBOR CLEANING SUPPLY	1,029.02
04/07/2020	184913	ANN ARBOR WELDING SUPPLY CO	261.87
04/07/2020	184914	AUTO VALUE YPSILANTI	546.55
04/07/2020	184915	BEST BUY BUS. ADVANTAGE ACCT.	329.99
04/07/2020	184916	BRIDGESTONE GOLF INC	1,219.04
04/07/2020	184917	CALLAWAY GOLF SALES COMPANY	1,798.73
04/07/2020	184918	CARLISLE/WORTMAN ASSOCIATES	7,930.00
04/07/2020	184919	CGS, INC.	1,800.00
04/07/2020	184920	CHARTER TOWNSHIP OF SUPERIOR	343.40
04/07/2020	184921	CHELSEA AREA FIRE AUTHORITY	3,526.50
04/07/2020	184922	CHELSEA TIDERINGTON	3,215.70
04/07/2020	184923	CINCINNATI TIME SYSTEMS	248.65
04/07/2020	184924	COLMAN-WOLF SANITARY SUPPLY CO	393.90
04/07/2020	184925	COMPLETE BATTERY SOURCE	156.80
04/07/2020	184926	CRYSTAL FLASH, INC.	3,129.34
04/07/2020	184927	DELUX TENTS AND EVENTS, LLC	329.80
04/07/2020	184928	EMERGENCY VEHICLE SERVICES	9,413.20
04/07/2020	184929	EMERENT HEALTH PARTNERS	6,447.35
04/07/2020	184930	FASTENAL	22.85
04/07/2020	184931	FEDERAL EXPRESS CORPORATION	131.12
04/07/2020	184932	FIBER LINK	26.25
04/07/2020	184933	GLOBAL INDUSTRIAL EQUIPMENT	991.48
04/07/2020	184934	GOVERNMENTAL CONSULTANT SERVICES	3,113.50
04/07/2020	184935	GRAINGER	1,013.05
04/07/2020	184936	GREEN OAKS GOLF COURSE	1,000.00
04/07/2020	184937	GRIFFIN PEST SOLUTIONS	217.00
04/07/2020	184938	HAMMER TRUCKING	2,560.00
04/07/2020	184939	HERITAGE-CRYSTAL CLEAN, LLC	297.45
04/07/2020	184940	HOME DEPOT	1,256.92
04/07/2020	184941	HOME OF NEW VISION	520.00
04/07/2020	184942	HORNUNG'S	243.23
04/07/2020	184943	INNOVATIVE OFFICE TECHNOLOGY GROUP	186.68
04/07/2020	184944	INTERNATIONAL CODE COUNCIL*	135.00
04/07/2020	184945	IPS DRUG TESTING	40.00
04/07/2020	184946	IROL OPERATIONS	400.00
04/07/2020	184947	JUMP-A-RAMA	1,501.50
04/07/2020	184948	KAREN LOVEJOY ROE	247.71
04/07/2020	184949	LANSING SANITARY SUPPLY, INC	87.93
04/07/2020	184950	LIGHTING SUPPLY COMPANY	582.85
04/07/2020	184951	LONG'S AUTOMOTIVE INC	407.28
04/07/2020	184952	LOOKING GOOD LAWNS	250.00
04/07/2020	184953	LOWE'S	364.17
04/07/2020	184954	LUBRICATION ENGINEERS	1,396.99
04/07/2020	184955	MCMASTER-CARR	9.84
04/07/2020	184956	MENARDS, INC.	297.48
04/07/2020	184957	METRO AIRPORT TRUCK	205.39
04/07/2020	184958	MICHIGAN CAT	855.86
04/07/2020	184959	MICHIGAN DEPT. OF AGRICULTURE	145.00
04/07/2020	184960	MICHIGAN LINEN SERVICE, INC.	2,037.02
04/07/2020	184961	MICHIGAN STATE DEPT. OF TREASURY	30,586.57
04/07/2020	184962	MICHIGAN URGENT CARE ANN ARBOR	280.00
04/07/2020	184963	MILAN AREA FIRE DEPARTMENT	1,504.00
04/07/2020	184964	MLIVE MEDIA GROUP	2,405.50
04/07/2020	184965	MONROE COUNTY COMMUNITY COLLEGE	479.00
04/07/2020	184966	MSDSONLINE, INC	1,000.00
04/07/2020	184967	MURPHY ROBE	234.85
04/07/2020	184968	NYE UNIFORM EAST	62.50
04/07/2020	184969	OFFICE EXPRESS	1,207.86
04/07/2020	184970	OKINAWAN KARATE CLUB	120.00
04/07/2020	184971	ORCHARD, HILTZ & MCCLIMENT INC	865.50
04/07/2020	184972	PEPSI BEVERAGES COMPANY	555.60
04/07/2020	184973	PRINTING SYSTEMS	2,321.66
04/07/2020	184974	PUBLIC SAFETY CENTER	608.99
04/07/2020	184975	QUADIENT LEASING USA, INC	1,058.70
04/07/2020	184976	RHETT REYES	621.00
04/07/2020	184977	RE MASK LLC	895.70
04/07/2020	184978	SAM'S CLUB DIRECT	295.46
04/07/2020	184979	SEMCOG	7,123.00
04/07/2020	184980	SILVER LINING TIRE RECYCLING	475.00
04/07/2020	184981	SPEARS FIRE & SAFETY SERVICE	217.00
04/07/2020	184982	SPECTRUM PRINTERS INC	1,425.00
04/07/2020	184983	SPICER GROUP	5,692.50
04/07/2020	184984	STANTEC	4,911.88
04/07/2020	184985	STERICYCLE INC	211.95

A/P Checks

Check Date	Check	Vendor Name	Amount
04/07/2020	184986	TINA HOTCHKISS	88.00
04/07/2020	184987	TODD BARBER	2,475.00
04/07/2020	184988	U.S. BANK, N.A.	209,840.00
04/07/2020	184989	ULLIANCE	54.50
04/07/2020	184990	UNIFIRST CORPORATION	276.27
04/07/2020	184991	UNIVERSITY TRANSLATORS	462.12
04/07/2020	184992	VERIZON CONNECT NWF, INC.	741.54
04/07/2020	184993	VICTORY LANE	91.14
04/07/2020	184994	W.J. O'NEIL COMPANY	4,206.21
04/07/2020	184995	WASHTENAW COUNTY LEGAL NEWS	410.00
04/07/2020	184996	WASHTENAW COUNTY TREASURER#	50,436.00
04/07/2020	184997	WASHTENAW COUNTY TREASURER#	508,725.00
04/07/2020	184998	WASHTENAW GOLF CLUB	1,100.00
04/07/2020	184999	WASTE MANAGEMENT	1,933.57
04/07/2020	185000	WOLVERINE FREIGHTLINER	433.96
04/07/2020	185001	YPSILANTI ACE HARDWARE	286.41
04/07/2020	185002	YPSILANTI COMMUNITY	1,644.17
04/07/2020	185003	YPSILANTI COMMUNITY SCHOOLS - WR	1,917.83
04/07/2020	185004	ZEP SALES & SERVICE	661.16
04/07/2020	185005	ZERO FRICTION	244.06

AP TOTALS:

Total of 98 Checks:	924,504.55
Less 0 Void Checks:	0.00
Total of 98 Disbursements:	<u>924,504.55</u>

Check Date	Check	Vendor Name	Amount
<i>HAND CHECKS</i>			
Bank AP AP			
03/12/2020	184873	COMCAST CABLE	40.09
03/12/2020	184874	COMCAST CABLE	108.35
03/12/2020	184875	COMCAST CABLE	108.35
03/12/2020	184876	COMCAST CABLE	234.85
03/12/2020	184877	COMCAST CABLE	143.87
03/12/2020	184878	COMCAST CABLE	6,992.19
03/12/2020	184879	GRANITE TELECOMMUNICATIONS	382.73
03/12/2020	184880	VERIZON WIRELESS	287.28
03/12/2020	184881	VERIZON WIRELESS	2,462.75
03/12/2020	184882	WASTE MANAGEMENT	49.68
03/12/2020	184883	WASTE MANAGEMENT	143.07
03/12/2020	184884	WASTE MANAGEMENT	46,852.75
03/12/2020	184885	WASTE MANAGEMENT	31,452.32
03/12/2020	184886	WASTE MANAGEMENT	1,022.94
03/12/2020	184887	WASTE MANAGEMENT	118,636.20
03/12/2020	184888	WASTE MANAGEMENT	734.48
03/12/2020	184889	YPSILANTI COMMUNITY	1,758.49
03/18/2020	184890	DTE ENERGY	765.70
03/18/2020	184891	DTE ENERGY**	71,103.98
03/18/2020	184892	MICHIGAN LINEN SERVICE, INC.	31.00
03/18/2020	184893	WASTE MANAGEMENT	251.83
03/18/2020	184894	WEX BANK	1,284.70
03/18/2020	184895	HOME DEPOT	391.39
03/18/2020	184896	ANN ARBOR/YPSILANTI REGIONAL	355.50
03/18/2020	184897	BLUE CROSS BLUE SHIELD OF MI	191,347.79
03/18/2020	184898	BLUE CROSS BLUE SHIELD OF MI	31,691.74
03/18/2020	184899	DEARBORN NATIONAL LIFE INSURANCE	4,773.10
03/18/2020	184900	DTE ENERGY	5,630.65
03/18/2020	184901	VISION SERVICE PLAN	3,262.94
03/18/2020	184902	YPSILANTI COMMUNITY	126.34
03/25/2020	184903	CLEAR RATE COMMUNICATIONS, INC	852.06
03/25/2020	184904	COMCAST CABLE	143.35
03/25/2020	184905	COMCAST CABLE	132.00
03/25/2020	184906	DELTA DENTAL PLAN OF MICHIGAN	12,624.10
03/25/2020	184907	DTE ENERGY	3,878.17

AP TOTALS:		
Total of 35 Checks:		540,056.73
Less 0 Void Checks:		0.00
Total of 35 Disbursements:		540,056.73

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



ACCOUNTING DEPT

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-3702
Fax: (734) 484-5154

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

APRIL 21, 2020 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	714,280.42
HAND CHECKS -	\$	109,785.93
CREDIT CARD PURCHASES-	\$	<u>9,140.15</u>
GRAND TOTAL -	\$	833,206.50

Clarity Health Care Deductible –

ACH EFT -	\$56,570.88 (MARCH)
ADMIN FEE -	\$1,173.00 (MARCH)

Check Date	Check	Vendor Name	Amount
Bank AP AP			
03/27/2020	185006	ADDIE LEE MASSEY	18.00
03/27/2020	185007	AMINE BOUDALIA	66.00
03/27/2020	185008	ANGELA GRAY	66.00
03/27/2020	185009	ANGELITA SOUCHAL JACOBS	18.00
03/27/2020	185010	ANN CATHERINE SCHNEIDER	66.00
03/27/2020	185011	BROCK MILLICAN	66.00
03/27/2020	185012	CAITLYN MCKINNEY	66.00
03/27/2020	185013	DANIEL CALHOUN	18.00
03/27/2020	185014	DANIEL GASCO	66.00
03/27/2020	185015	EVAN ESCHELBACH	66.00
03/27/2020	185016	HORACE BURNETT	18.00
03/27/2020	185017	JAMES GIORDANO	66.00
03/27/2020	185018	JAMES ROGGENBECK	18.00
03/27/2020	185019	JAMES WEINBERG	66.00
03/27/2020	185020	JENNIFER ROSE SCHUH	18.00
03/27/2020	185021	KAYLA YOUNG-TROOST	18.00
03/27/2020	185022	LEOPOLDO D. GONZALEZ	66.00
03/27/2020	185023	MALCOLM JONES	18.00
03/27/2020	185024	MELISSA RAE PEDIGO	66.00
03/27/2020	185025	MICHAEL BARGARDI	18.00
03/27/2020	185026	NELSON ACHU-MEKARA	66.00
03/27/2020	185027	PHILLIP GRIMMETTE	18.00
03/27/2020	185028	REBEKAH MONTGOMERY	18.00
03/27/2020	185029	ROCHELLE LYNN MUSIC	18.00
03/27/2020	185030	SEAN BREWER	18.00
03/27/2020	185031	SHAIRETHA JACKSON	18.00
03/27/2020	185032	SUSAN WADE	18.00
03/27/2020	185033	VERONICA MAE NORLIN	66.00
03/27/2020	185034	VINCENT DIBELLA	66.00
03/31/2020	185035	COMCAST BUSINESS	3,328.22
03/31/2020	185036	COMCAST CABLE	181.81
03/31/2020	185037	COMCAST CABLE	214.90
03/31/2020	185038	CONSTELLATION NEW ENERGY	8,071.16
03/31/2020	185039	DTE ENERGY	1,596.03
03/31/2020	185040	YPSILANTI COMMUNITY	161.98
03/31/2020	185041	VERIZON WIRELESS	2,438.54
04/02/2020	185042	AT & T	240.99
04/02/2020	185043	AT & T	56.04
04/02/2020	185044	DTE ENERGY	418.86
04/02/2020	185045	GUARDIAN ALARM	1,752.89
04/02/2020	185046	GUARDIAN ALARM	179.82
04/02/2020	185047	GUARDIAN ALARM	1,008.00
04/02/2020	185048	GUARDIAN ALARM	2,424.39
04/02/2020	185049	WASTE MANAGEMENT	141.15
04/02/2020	185050	WASTE MANAGEMENT	49.01
04/02/2020	185051	WASTE MANAGEMENT	724.64
04/02/2020	185052	WASTE MANAGEMENT	248.46
04/07/2020	185053	COMCAST CABLE	40.09
04/07/2020	185054	COMCAST CABLE	108.35
04/07/2020	185055	COMCAST CABLE	6,992.19
04/07/2020	185056	DTE ENERGY**	70,850.16
04/07/2020	185057	VERIZON WIRELESS	287.28
04/07/2020	185058	WEX BANK	815.92
04/08/2020	185059	GRANITE TELECOMMUNICATIONS	380.09
04/08/2020	185060	VERIZON WIRELESS	5,880.96

AP TOTALS:

Total of 55 Checks:	109,785.93
Less 0 Void Checks:	0.00
Total of 55 Disbursements:	<u>109,785.93</u>

NOTE - A/P checks #185061 thru #185076
 VOIDED DUE to Printer malfunction

Check Date	Check	Vendor Name	Amount
Bank AP AP			
04/21/2020	185077	ACCUSHRED LLC	65.00
04/21/2020	185078	ALLEGRA PRINTING AND IMAGING	975.00
04/21/2020	185079	AMAZON CAPITAL SERVICES	3,817.04
04/21/2020	185080	AMERIGAS - YPSILANTI	469.36
04/21/2020	185081	ANN ARBOR CLEANING SUPPLY	877.21
04/21/2020	185082	APPLIED IMAGING	138.00
04/21/2020	185083	ASHLEI DAVIS	100.00
04/21/2020	185084	AUTO VALUE YPSILANTI	76.74
04/21/2020	185085	BARR ENGINEERING COMPANY	1,158.50
04/21/2020	185086	CHELSEA TIDERINGTON	995.40
04/21/2020	185087	CINCINNATI TIME SYSTEMS	275.20
04/21/2020	185088	CINTAS CORPORATION	1,159.91
04/21/2020	185089	DEMAYA HINTON	10.00
04/21/2020	185090	FAST SIGNS	400.00
04/21/2020	185091	FASTENAL	443.40
04/21/2020	185092	FONDRIEST ENVIRONMENTAL, INC	2,564.08
04/21/2020	185093	GEORGE BLAKLEY	75.00
04/21/2020	185094	GOVERNMENTAL CONSULTANT SERVICES	6,227.00
04/21/2020	185095	GRAINGER	2,438.14
04/21/2020	185096	HARTFORD STEAM BOILER INSPECTION	94.00
04/21/2020	185097	HEIKKINEN PRODUCTIONS	1,040.00
04/21/2020	185098	HOME DEPOT	25.96
04/21/2020	185099	JENNIFER WATSON	100.00
04/21/2020	185100	LANGUAGE LINE SERVICES	116.08
04/21/2020	185101	LARDNER ELEVATOR COMPANY	232.00
04/21/2020	185102	LOWER HURON SUPPLY	335.80
04/21/2020	185103	MCLAIN AND WINTERS	131,933.10
04/21/2020	185104	MICHIGAN LINEN SERVICE, INC.	821.16
04/21/2020	185105	MICHIGAN POWER RODDING	222.00
04/21/2020	185106	MICHIGAN URGENT CARE ANN ARBOR	400.00
04/21/2020	185107	NAPA AUTO PARTS*	50.00
04/21/2020	185108	ONSITE SUBSTANCE ABUSE TESTING	355.00
04/21/2020	185109	PAMELA WHITE	100.00
04/21/2020	185110	PARKWAY SERVICES, INC.	130.00
04/21/2020	185111	PLUNKETT COONEY	5,914.75
04/21/2020	185112	PNC EQUIPMENT FINANCE, LLC	7,022.07
04/21/2020	185113	PREFERRED TONER SOLUTIONS	84.95
04/21/2020	185114	QUANTINA GREENE	80.00
04/21/2020	185115	RHETT REYES	702.00
04/21/2020	185116	RICHARD ROE	345.00
04/21/2020	185117	ROSE PEST SOLUTIONS	325.00
04/21/2020	185118	SAM'S CLUB DIRECT	224.16
04/21/2020	185119	SAM'S CLUB DIRECT	125.00
04/21/2020	185120	SAMSEL SUPPLY COMPANY	3,000.00
04/21/2020	185121	SOUTHERN COMPUTER WAREHOUSE	454.92
04/21/2020	185122	SPARTAN DISTRIBUTORS	2,308.15
04/21/2020	185123	SPICER GROUP	6,235.50
04/21/2020	185124	STERICYCLE INC	423.90
04/21/2020	185125	TERRACE PARK CONDOS	100.00
04/21/2020	185126	TIMOTHY EDDINS	40.00
04/21/2020	185127	TRANE U.S. INC	363.80
04/21/2020	185128	UNIFIRST CORPORATION	132.59
04/21/2020	185129	UNITED RENTALS	13,905.00
04/21/2020	185130	WASHTENAW AREA TRANSPORTATION STUDY	4,097.00
04/21/2020	185131	WASHTENAW COUNTY LEGAL NEWS	65.00
04/21/2020	185132	WASHTENAW COUNTY TREASURER#	508,725.00
04/21/2020	185133	WEST SHORE FIRE REPAIR, INC	1,005.56
04/21/2020	185134	WILMER GIUARDADO-GARCIA	80.00
04/21/2020	185135	WOLVERINE CRANE	140.00
04/21/2020	185136	YPSILANTI ACE HARDWARE	41.07
04/21/2020	185137	ZEP SALES & SERVICE	119.92

AP TOTALS:

Total of 61 Checks:	714,280.42
Less 0 Void Checks:	0.00
Total of 61 Disbursements:	714,280.42

04/15/2020 10:32 AM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 55 - 55

Check Date Check Vendor Name Description *CREDIT CARDS* Amount

Bank CARDS COMERICA COMMERCIAL CARD

Check Date	Check	Vendor Name	Description	Amount
04/15/2020	55(E)	COMERICA BANK	MEMBERSHIP RENEWAL	219.00
			SAFETY VESTS FOR PARKS	88.20
			THINFINITY REMOTE DESKTOP SERVER LICENSE	3,200.00
			POSTAGE FOR PASTPORTS JAN 2020	234.30
			IOS APPS	42.35
			RSJoomla RENEWAL	70.99
			ANNUAL LASTPASS RENEWAL	918.00
			BEE'S (3LB PACKAGE MARKED QUEEN0	396.00
			SSL CERTIFICATES	58.80
			TLS CERTIFICATE	199.40
			FURNACE BLOWER MOTOR AND BLOWER FAN FOR	416.34
			DISPOSAL GLOVES FOR PPE CORVID-19	214.29
			STATE LIQUOR LICENSE APPLICATION FEES	830.00
			PHONE SYSTEM RENEWALS	1,130.56
			FAXSTATION	235.99
			MUFFINS FOR CPR/AED TRAINING	15.99
			ANNAUL TRELLO RENEWAL	719.94
			HAND SANITIZER FIVE (5) GALLON PAIL	150.00
				<u>9,140.15</u>

CARDS TOTALS:

Total of 1 Checks:	9,140.15
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<u>9,140.15</u>

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
FEBRUARY 1, 2020 THROUGH FEBRUARY 29, 2020

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	4,202,707.26	2,263,954.54	1,807,489.60	4,659,172.20
101 - Payroll	135,285.02	665,835.56	633,711.34	167,409.24
101 - Willow Run Escrow	145,004.57	237.81	0.00	145,242.38
206 - Fire Department	24,475.23	768,659.94	550,866.84	242,268.33
208 - Parks Fund	27,886.33	29.88	462.38	27,453.83
212 - Roads/Bike Path/Rec/General Fund	351,031.45	10,307.76	24,254.44	337,084.77
226 - Environmental Services	1,200,558.71	20,757.51	365,612.37	855,703.85
230 - Recreation	101,617.16	16,249.14	87,825.70	30,040.60
236 - 14-B District Court	103,578.61	97,393.76	174,880.98	26,091.39
244 - Economic Development	70,298.54	76.35	0.00	70,374.89
248 - Rental Inspections	307,565.48	8,489.62	68,779.21	247,275.89
249 - Building Department Fund	1,443,945.65	80,416.48	83,741.25	1,440,620.88
250 - LDFA Tax	27,432.35	29.76	0.00	27,462.11
252 - Hydro Station Fund	613,710.25	135,364.34	27,132.82	721,941.77
266 - Law Enforcement Fund	2,319,928.24	115,573.52	239,826.87	2,195,674.89
398 - LDFA 2006 Bonds	220,732.74	239.94	0.00	220,972.68
584 - Green Oaks Golf Course	123,645.13	84.75	60,325.57	63,404.31
590 - Compost Site	703,801.81	105,997.50	30,285.19	779,514.12
595 - Motor Pool	194,016.03	59,690.65	4,404.66	249,302.02
701 - General Tax Collection	35,693.66	71,777.36	29,391.65	78,079.37
703 - Current Tax Collections	14,311,834.74	10,591,680.31	1,748,059.57	23,155,455.48
707 - Bonds & Escrow/GreenTop	1,146,917.84	86,803.83	26,994.26	1,206,727.41
708 - Fire Withholding Bonds	51,989.28	12,837.54	0.00	64,826.82
893 - Nuisance Abatement Fund	85,266.15	1,300.46	1,030.00	85,536.61
GRAND TOTAL	<u>27,948,922.22</u>	<u>15,113,788.31</u>	<u>5,965,074.70</u>	<u>37,097,635.83</u>

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
MARCH 1, 2020-THROUGH MARCH 31, 2020

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	4,659,172.20	2,574,267.10	2,742,235.27	4,491,204.03
101 - Payroll	167,409.24	697,449.71	697,804.87	167,054.08
101 - Willow Run Escrow	145,242.38	59.92	0.00	145,302.30
206 - Fire Department	242,268.33	1,008,040.42	331,953.91	918,354.84
208 - Parks Fund	27,453.83	16.66	385.33	27,085.16
212 - Roads/Bike Path/Rec/General Fund	337,084.77	1,432.73	259,893.16	78,624.34
226 - Environmental Services	855,703.85	101,016.00	326,813.95	629,905.90
230 - Recreation	30,040.60	263,989.57	56,332.02	237,698.15
236 - 14-B District Court	26,091.39	123,208.78	111,989.83	37,310.34
244 - Economic Development	70,374.89	43.29	0.00	70,418.18
248 - Rental Inspections	247,275.89	2,599.83	249,875.72	0.00
249 - Building Department Fund	1,440,620.88	47,298.35	51,198.12	1,436,721.11
250 - LDFA Tax	27,462.11	16.86	0.00	27,478.97
252 - Hydro Station Fund	721,941.77	59,538.19	20,067.38	761,412.58
266 - Law Enforcement Fund	2,195,674.89	264,140.85	716,949.94	1,742,865.80
398 - LDFA 2006 Bonds	220,972.68	135.90	0.00	221,108.58
584 - Green Oaks Golf Course	63,404.31	29,140.77	29,236.46	63,308.62
590 - Compost Site	779,514.12	5,515.24	20,886.44	764,142.92
595 - Motor Pool	249,302.02	180.89	2,881.01	246,601.90
701 - General Tax Collection	78,079.37	57,299.37	56,828.76	78,549.98
703 - Current Tax Collections	23,155,455.48	767,483.67	1,767,376.34	22,155,562.81
707 - Bonds & Escrow/GreenTop	1,206,727.41	27,308.93	138,407.50	1,095,628.84
708 - Fire Withholding Bonds	64,826.82	26.74	0.00	64,853.56
893 - Nuisance Abatement Fund	85,536.61	217.47	400.00	85,354.08
GRAND TOTAL	<u>37,097,635.83</u>	<u>6,030,427.24</u>	<u>7,581,516.01</u>	<u>35,546,547.06</u>

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

04.15.2020

To: Supervisor Stumbo, and Township Trustees

From: Jason Iacoangeli, AICP

RE: Crystal Ponds Fifth Amendment to the Master Deed

This is a formal request from the Planning Department to place the Fifth Amendment to the Crystal Ponds Master Deed on the Township Board agenda for Tuesday April 21st, 2020. This amendment has been reviewed by Attorney Winters in his letter dated April 4th, 2020 in which he recommends approval. The amendment addresses language that allow prospective purchasers an opportunity to qualify for a mortgage pursuant to the requirements of mortgage lender Freddie Mac. Our office is recommending that the Township Board approve the language as reviewed by Attorney Winters. If you have any questions or concerns please feel free to contact me.

Jason Iacoangeli

Jason Iacoangeli, AICP
Planning Director
Charter Township of Ypsilanti

**FIFTH AMENDMENT TO MASTER DEED OF
CRYSTAL POND CONDOMINIUMS**

CRYSTAL POND CONDOMINIUMS ASSOCIATION, a Michigan nonprofit corporation, established to administer the common affairs of Crystal Pond Condominiums, a residential condominium project located in the Township of Ypsilanti, Washtenaw County, Michigan, established pursuant to the Master Deed thereof recorded on November 22, 2000, in Liber 3981, Page 67, Washtenaw County Records, as amended by a certain First Amendment to Master Deed recorded on May 12, 2003, in Liber 4257, Page 47, Washtenaw County Records, as further amended by a certain Second Amendment to Master Deed recorded on June 9, 2004, in Liber 4398, Page 227, Washtenaw County Records, as further amended by a certain Third Amendment to Master Deed recorded on August 18, 2015, in Liber 5110, Page 924, Washtenaw County Records, and as further amended by a certain Fourth Amendment to Master Deed recorded on _____, 2020, in Liber _____, Page _____, Washtenaw County Records (collectively, the "Master Deed"), and designated as Washtenaw County Condominium Subdivision Plan No. 348, with the consent of at least two-thirds of all Co-owners entitled to vote as of _____, 2020, hereby amends the Master Deed pursuant to Article IX thereof for the purposes set forth below. Upon the recording of this Fifth Amendment to Master Deed in the office of the Washtenaw County Register of Deeds, the Master Deed, including the Bylaws attached thereto as Exhibit A and recorded as aforesaid, will be amended as follows:

1. Article V, Section 7 of the Bylaws is hereby amended and restated in its entirety to read as follows:

Section 7. Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give the mortgagee and any guarantor of the mortgage written notice, at such address as the Association may from time to time be directed, (a) of any loss to or taking of the Common Elements of the Condominium, if the loss or taking exceeds \$10,000 in amount, or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC, if the damage exceeds \$1,000 in amount, and (b) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

2. In all other respects, other than as hereinabove indicated, the Master Deed of Crystal Pond Condominiums, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

Dated this ____ day of _____, 2020.

CRYSTAL POND CONDOMINIUMS ASSOCIATION, a Michigan nonprofit corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of Crystal Pond Condominiums Association, a Michigan nonprofit corporation, on behalf of the corporation.

_____, Notary Public
_____, County, Michigan
My commission expires: _____
Acting in _____ County

Prepared by, and when recorded, return to:

Brandon J. Muller
Clark Hill PLC
151 S. Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

[Signature Page to Fifth Amendment to Master Deed of Crystal Pond Condominiums]

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-8909
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

April 4, 2020

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Jason Iacoangeli, Planning Director
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

- Re: **1. Confirmation that I Received on March 31, 2020 an Email from Vice President Windingland Regarding a Number of “Housekeeping Issues” as it Pertains to the Re-Start of the “Crystal Pond Condominium Development” Including a Copy of a Check in the Amount of \$162,000 Made Payable to the Township with the Remaining Balance to be Provided in a “Performance Bond”**
- 2. Request of Vice President Windingland and Attorney Muller that They Forward at Their Earliest Convenience a Clean “Performance Bond” Wherein the Township is Listed as Being the Obligee for the Remaining Balance of the Infrastructure Financial Requirements so as to Allow the Same to be Reviewed and Finalized by Our Office**
- 3. Confirmation that I Have Advised Vice President Windingland that at the Next Regular Meeting of the Ypsilanti Township Board of Trustees Scheduled for Tuesday, April 21, 2020 the Township Board will Consider Lombardo’s Request to Approve the “Fifth Amendment to Master Deed”**
- 4. Confirmation to Vice President Windingland and Attorney Muller that Once the Re-Stated and Amended Development Agreement Along with the Fourth Amendment to Master Deed has been**

Stumbo/Roe/Doe/Iacoangeli
Re: Crystal Ponds
April 4, 2020
Page 2

E-Recorded with the Washtenaw County Register of Deeds that Attorney Muller will Forward Copies to My Attention and Clerk Roe so as to Insure Our Files are Complete

Dear Board Members and Director Iacoangeli:

In an effort to keep your offices fully apprised and updated especially as it pertains to "**Agenda Items**" for the **April 21, 2020** Board meeting, please find enclosed a copy of an email I received from Lombardo Vice President Greg Windingland on Tuesday, **March 31, 2020** wherein he discussed the status of a number of outstanding items including the financial performance bond, the status of the recordation of the Restated and Amended Development Agreement along with the proposed "**Fifth Amendment to the Master Deed.**"

As such, I am attaching for everyone's convenience another copy of the proposed "**Fifth Amendment to the Master Deed**" which needs to be considered by the Township Board on **April 21, 2020**. As I am sure your respective files reflect, the purpose of the "**Fifth Amendment**" is to allow prospective purchasers an opportunity to qualify for a mortgage pursuant to the requirements of mortgage lender Freddie Mac which pre-dates the explosion of the COVID-19 pandemic across the Country. Hopefully when everyone is safe and out of harm's way everything will return to normal.

In addition, please note that in my letter to Vice President Windingland and Attorney Muller I did acknowledge the receipt of a check in the amount of **\$162,000** made payable to the Township which check, I assume, has been delivered to Township Treasurer Larry Doe for deposit in accordance with his established procedure. In regards to the balance of the financial security required by the Development Agreement I have requested Lombardo to forward a clean "**Performance Bond**" now that it has included the necessary language with the clarity and specificity previously requested.

Finally, this will confirm that according to Vice President Windingland the Restated and Amended Development Agreement along with the Fourth Amendment to the Master Deed has been e-filed with the County Register of Deeds by Attorney Muller and I have requested that once that has occurred, that copies be forwarded to the attention of Township Clerk Karen Lovejoy Roe as well as our office. Thanks again for all of your assistance and great teamwork during these challenging times. If after review of this correspondence and

Stumbo/Roe/Doe/Iacoangeli


Re: Crystal Ponds

April 4, 2020

Page 3

attachments you have any questions and attachments or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

/js

cc: Trustees
Mike Radzik
Charlotte Wilson
Dennis O. McLain

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



Charter Township of Ypsilanti
Residential Services Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734)544-3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: March 17, 2020

RE: **Request authorization to approve an agreement amendment with the Washtenaw County Parks & Recreation Commission for the Grove Road Border to Border, Bridge Road to Snow Road, Trail Segment.**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to approve an agreement amendment with the Washtenaw County Parks & Recreation Commission for the Grove Road Border to Border, Bridge Road to Snow Road, trail segment. This amendment simply states that WCPARC plans to add, not to exceed, \$200,000 to the construction contract for the Grove Road trail project. Original projected construction costs, to be reimbursed by WCPARC, were \$405,000. It is now \$605,000.

Respectfully Submitted,

Mike Hoffmeister
Director of Residential Services



Washtenaw County Parks and Recreation Commission

Contract # 51656.1

February 13, 2020

Charter Township of Ypsilanti
7200 Huron River Drive
Ypsilanti, MI 48197

Dear Madam Supervisor:

Washtenaw County Parks and Recreation wishes to amend our contract with your agency. Corporation Counsel has indicated that this amendment be accomplished by a letter signed by both parties. If this amendment is agreeable to you, please sign and return this letter. You will receive an executed copy upon completion.

Accordingly, I hereby amend the agreement between Washtenaw County and *Charter Township of Ypsilanti*, dated June 19, 2019, as follows.

Section 2.0 – Funding and Responsibilities of the Parties

Upon completion of services and submission of documentation and invoices, the County will reimburse Ypsilanti Charter Township an additional \$200,000.00, not to exceed \$200,000.00 total (Two hundred thousand dollars).

Original Total Construction Value	\$405,000.00
Increase to Construction Contract	<u>\$200,000.00</u>
New Total Construction Value	\$605,000.00

All other terms and conditions remain the same as in the original agreement, subsequent amendments and any applicable RFP/RFQ.

ATTESTED TO:

Washtenaw County Parks and
Recreation Commission

By: _____
Lawrence Kestenbaum Date
County Clerk/Register

By: _____
Coy P. Vaughn Date
Director, Parks & Recreation

Charter Township of Ypsilanti

By: _____
Karen Lovejoy Roe Date
Clerk

By: _____
Brenda Stumbo Date
Supervisor

cc: County Clerk

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



Charter Township of Ypsilanti
Residential Services Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734)544-3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: March 19, 2020

RE: **Request authorization to approve the Proposal with OHM for Construction Phase Engineering Services for Grove Road Phase II budgeted in #212-970-000-997.007 for the amount not to exceed \$23,885.**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to approve the proposal with OHM for construction phase engineering services budgeted in #212-970-000-997.007 for the amount not to exceed \$23,885. This is for services related to grove road phase II. This expense will be reimbursed from the Washtenaw County Park s& Recreation Commission via the previously signed Border to Border agreement.

Respectfully Submitted,

Mike Hoffmeister
Director of Residential Services



April 13, 2020

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

RE: Grove Road Pathway – North Hydro Park, Snow Road to Rawsonville Road
Proposal for Construction Phase Engineering Services

Dear Mr. Hoffmeister:

OHM Advisors is pleased to submit this proposal for construction services for the Grove Road Pathway - Phase II project in the Charter Township of Ypsilanti. This project includes a new pathway through the North Hydro Park property, a trailhead connecting the new park pathway to existing pathway at Grove Road, and rehabilitation of the existing path on the north side of Grove Road from Snow Road to Rawsonville Road.

PROJECT UNDERSTANDING

The construction of the first phase of the Grove Road Pathway project was completed in September of 2019. Phase I connected Rawsonville Elementary School with pathway, along with additional connecting pathway between Bridge Road and Snow Road. The current project, Phase II, will construct a 10-foot wide HMA pathway through Township owned property (the former Rivergrove Condo site and North Hydro Park), along with the rehabilitation and placement of an 8-foot HMA pathway on the north side of Grove Road between Snow Road and Rawsonville Road. We understand this pathway is included in the Washtenaw County Parks and Recreation Commission's (WCPARC) "Border-to-Border" pathway/sidewalk initiative. This pathway is being constructed in partnership with WCPARC. Costs to cover the construction phase engineering services will be reimbursable through WCPARC.

For the project, construction services will be a collaborative effort between OHM Advisors, WCPARC, and G2 Consulting Group (G2). OHM Advisors (OHM) will be responsible for the construction services, including contract administration, construction engineering, staking and layout, and coordination with WCPARC, whom will be observing the project in the field. OHM will coordinate with our subconsultant, G2, who will be responsible for as-needed material and compaction testing, as well as mix design review.

SCOPE

Task 1 – Contract Administration, including preparation of a new contract with Best Asphalt

In good faith, OHM has worked with the Township, WCPARC, and Best Asphalt (the prime contractor from Phase I) to secure the same unit prices as the previous phase. Upon approval of this proposal, OHM will prepare appropriate contract documents as discussed with the Township Attorney to extend Phase II to Best with the 2019 unit prices. This good faith effort was completed in order to secure an available and trusted local contractor, who performed very well in Phase I and thereby locking-in competitively bid 2019-unit prices. This process saves both time and additional administrative effort as well as allowing the Township and WCPARC to take advantage of the competitive prices Best Asphalt submitted for Phase I. OHM Advisors has coordinated with WCPARC to modify the design and are currently preparing an amended contract book and additional plans for Phase II construction. In addition, OHM is securing new permits with the Washtenaw County Road Commission (WCRC). Additional contract administration tasks, such as



monthly pay estimates and a final balancing change order, including collection of all applicable final paperwork, will also be included in this task.

Task 2 – Construction Layout

OHM Advisors will provide construction survey layout services for the placement of the new pathway. This will include extensive effort for the initial placement of the stakes and one (1) additional staking to account for project phasing. Additional staking due to resident removal or accidental contractor removal is not included but can be performed on a time and materials basis if needed. Our construction engineer will also meet with the staking crew as well as WCPARC to make any alignment modifications prior to the start of construction.

OHM has already performed staking for the tree removal efforts, which required completion by March 31, 2020, in order to comply with the threatened and endangered species regulations. Tree removal was performed by WCPARC's tree removal contractor.

Task 3 – Construction Engineering and Coordination with WCPARC

OHM Advisors will provide construction engineering services for this project on an as-needed basis. Construction engineering services will include, but are not limited to the following:

- ▶ Assistance with and attendance at one (1) pre-construction meeting.
- ▶ Advising the Township, WCPARC, or their designated representative(s) during construction.
- ▶ Reviewing shop drawings and material certification provided by the contractor.
- ▶ Answering Requests for Information (RFIs) from the contractor.
- ▶ Resolving construction conflicts (i.e. mismarked utilities, interpretation of the contract documents, etc.).
- ▶ As-needed weekly construction check-ins with the WCPARC inspector to verify pay items and provide the Township with updates.
- ▶ Attending final walkthrough inspection with WCPARC staff to develop a punch list and prepare final acceptance letter.
- ▶ Full-time on-site project inspection will be provided by WCPARC and has not been included in this scope of services.

Task 4 – Materials Testing

G2 Consulting Group will provide materials and density testing as required. Testing services include, but are not limited to the following:

- ▶ Proof-rolling observation for applicable subbase(s).
- ▶ Density testing for subbase and hot mix asphalt (HMA) pavement.
- ▶ Concrete testing.

FEE

OHM Advisors proposes to provide the above outlined professional construction services on an Hourly – Not to Exceed basis, in accordance with our 2020 Rate Schedule. Invoices will be sent monthly as work is performed.

Task 1 – Project Administration	\$ 4,535.00
Task 2 - Construction Layout	\$ 8,260.00
Task 3 - Construction Engineering	\$ 8,865.00
Task 4 - G2 Services (Materials Testing)	\$ 2,225.00
TOTAL	\$23,885.00 (Hourly - Not to Exceed)



DELIVERABLES

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

ACCEPTANCE

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

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

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

(Date)

(Signature)

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

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



Charter Township of Ypsilanti
Residential Services Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734)544-3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

CC: Angela Verges, Recreation Services Manager

DATE: March 17, 2020

RE: **Request authorization to approve Memorandum of Understanding with the Ann Arbor YMCA for joint summer camp programming at the Ypsilanti Township Community Center.**

The Residential Services and Recreation Department are requesting the Ypsilanti Township Board of Trustees to consider authorizing the approval of the Memorandum of Understanding with the Ann Arbor YMCA for joint summer camp programming at the Ypsilanti Township Community center. This MOU establishes a relationship with the YMCA for joint programming efforts at our Recreation facility. This will allow for the Ypsilanti Township Recreation to increase their offerings to the youth of our community. But also allows for the YMCA to serve Eastern Washtenaw County. Communications have been taking place since the fall of 2019 in anticipation of the new YMCA coming to Ypsilanti Township. Summer Camp programs will operate out of both the Community Center and Community Center Park.

Please find attached the proposed MOU with the Ann Arbor YMCA.

Respectfully Submitted,

Mike Hoffmeister
Director of Residential Services



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Memorandum of Understanding

This document constitutes a Memorandum of Understanding between the Ann Arbor YMCA (Tenant) and Ypsilanti Township Recreation Department (Landlord).

Goal:

Partnering to co-facilitate affordable, special-interest summer day camp programs that serve youth ages 5-16 in Eastern Washtenaw County. Both parties will strive to provide a range of complementary programs that cater to youth with interests in sports, arts, science and technology. As a pilot program, both Ypsilanti Township Recreation Department and the Ann Arbor YMCA will strive to make this experience positive, and financially sustainable for both parties.

Name of Program Covered by this MOU:

YMCA & Ypsilanti Township Recreation Department, Summer Day Camps

Brief Description of Program:

The Ann Arbor YMCA and Ypsilanti Township Recreation Department will provide 7 weeks of summer day camps beginning June 22, 2020. The program will end on August 7, 2020. The Ann Arbor YMCA will provide sports, arts (theater, dance, arts/crafts), girls empowerment camps. Ypsilanti Township Recreation Department will provide sports, cheerleading, Ninja Warrior and gymnastics camps. Each organization will provide staff to cover their respective programs.

Financial Compensation:

Each organization will assume responsibility for the operational needs of their respective programs, including, but not limited to registration/administrative support, staffing, insurance/general liability and marketing/communication.

The Ann Arbor YMCA will charge \$75/week (based on 4 hours/day, 5 days/week) for its programs and make financial assistance available to anyone that qualifies based on the HUD household income scale. *The Ann Arbor YMCA has agreed to pay Ypsilanti Township Recreation Department 10% of the net program fee revenue or \$250 per week, whichever is greater. Program fee revenue is defined as program fees collected, less any scholarship provided by the YMCA. This payment is to help offset any additional operating costs incurred (utilities, cleaning, basic facility staffing etc.) and the Ann Arbor YMCA will disburse payment for all weeks by September 20, 2020.*

Site(s) Where Program will be located: The program will operate from the Ypsilanti Township Recreation Department Community Center Building (2025 E. Clark Rd., Ypsilanti), and Community Center Park. YMCA programs will be located in the following rooms, according to the agreed upon schedule (see attached). YMCA camps will operate between 8:30 a.m. and 4:30 p.m. daily Monday-Friday according to the agreed upon program dates. YMCA staff may need to access facilities as early as 7:30 a.m. and as late as 5:30 p.m.

Target Population to be Served (grade levels or subpopulation):

Students ages 5-16 living in Washtenaw County.

Objectives:

1. To provide enriching programs that connect youth in Eastern Washtenaw County with opportunities to engage with caring adults outside of the school and home life.
2. To provide a space for youth to experience a safe, welcoming and positive environment and provide social and educational experiences to help all youth learn, grow, and thrive.
3. To develop the groundwork for an ongoing collaboration between the YMCA and Ypsilanti Township Recreation Department that strengthens community through youth development, healthy living and social responsibility.

Specifics

Ypsilanti Township Recreation Department agrees to:

1. Provide a member of staff that acts as the Program Coordinator in the delivery of the program. Work collaboratively with the Program Coordinator from the YMCA to ensure a safe, high-quality experience for all participants and staff including but not limited to: safe transition of youth from Ypsilanti Township to YMCA camps (and vice versa), communication with Y staff about facility schedules, emergency situations, parent communication, camp schedules etc.
2. Program oversight of programmatic and administrative function of all YTRD camps; collecting revenue from program participants, managing the registration process, and collecting necessary participant waivers and health forms.
3. Cover the cost of expense for any staff positions for camps offered by Ypsilanti Township Recreation Department program staff and associated vendors.
4. Ensure that any staff working with the program are First Aid and CPR certified. Ann Arbor YMCA will provide this training at a reduced rate to all Ypsilanti Township Recreation Department program staff.
5. Meet as necessary with designees of the Ann Arbor YMCA to review project progress and address any issues that may arise
6. Invite Ann Arbor YMCA staff and volunteers to participate in relevant staff training, if applicable.
7. Publicly recognize the work of the Ann Arbor YMCA related to this program. This may be in the form of newsletters, website, board meetings, press releases, etc.
8. Participate in data collection relevant to the program and will meet with the partner organization in September 2020 to review goals and objectives of the collaboration.
9. Assist the Ann Arbor YMCA with any necessary grant compliance data.
10. Assist the YMCA in identifying qualified individuals to serve in program leadership roles. Provide space to host camp information events, staff hiring events etc.
11. Assume shared liability for the facility and equipment being used.
12. Provide general cleaning and janitorial services to any rooms/areas being used for YMCA programs, as well as common spaces and bathrooms.

Ann Arbor YMCA agrees to:

1. Provide a member of staff that acts as the Program Coordinator in the delivery of the program. Work collaboratively with the Program Coordinator from

Ypsilanti Township Recreation Department to ensure a safe, high-quality experience for all participants and staff, including but not limited to: safe transition of youth from Ypsilanti Township to YMCA camps (and vice versa), communication with Y staff about facility schedules, emergency situations, parent communication, camp schedules etc.

2. Program oversight of programmatic and administrative function of all AA YMCA camps; collecting revenue from program participants, managing the registration process, and collecting necessary participant waivers and health forms.
3. Cover the cost of expense for any staff positions for camps offered by Ann Arbor YMCA program staff and associated vendors.
4. Provide First Aid and CPR training to all staff and volunteers working with YMCA camp programs. Staff will be required to gain the certification prior to beginning employment. Make First Aid and CPR training available, at a reduced rate to all Ypsilanti Township Recreation Department program staff.
5. Meet as necessary with designees of the Ypsilanti Township Recreation Department to review project progress and address any issues that may arise
6. Invite Ypsilanti Township Recreation Department staff and volunteers to participate in relevant staff training, if applicable.
7. Publicly recognize the work of the Ypsilanti Township Recreation Department related to this program. This may be in the form of newsletters, website, board meetings, press releases, etc.
8. Participate in data collection relevant to the program and will meet with the partner organization by September 2020 to review goals and objectives of the collaboration.
9. Assist Ypsilanti Township Recreation Department with any necessary grant compliance data.
10. Assume shared liability for the facility and equipment being used.

Liability, Insurance and Indemnification:

Tenant's Insurance

Coverages: Tenant shall purchase and maintain in force, at its own cost and expense, from the date Landlord first delivers possession of the Premises, throughout the term of this Lease, and at all times during Tenant's occupancy under this Lease: (i) a policy or policies of insurance with coverage at least as broad as ISO Special Form Coverage insuring risks of physical loss or damage (commonly known as "all risk"), to the extent of one hundred percent (100%) of the insurable full replacement value thereof, all property and fixtures in the Premises owned by Tenant against fire and casualties, including extended coverage insurance, (ii) a policy or policies of commercial general liability insurance, covering bodily, personal injury, and property damage, written on an occurrence basis with respect to the Premises, and the business operated therein by Tenant, including insurance against assumed or contractual liability, with limits for liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, (iii) workers compensation insurance in amounts required in accordance with applicable laws within the State where work is being performed, (iv) automobile liability insurance covering use of all owned, non-owned, leased and hired automobiles in a minimum amount of One Million Dollars (\$1,000,000) per claim and in the annual aggregate, and (v) other insurance coverages and in amounts required pursuant to Tenant's Licenses. A combination of Commercial General Liability and Umbrella/Excess Liability Insurance may be maintained to meet the required limits of liability.

Landlord's Insurance.

Coverages: Landlord shall purchase and maintain in force, at its own cost and expense, at all times during the term of this Lease: (i) a policy or policies of insurance with coverage at least as broad as ISO Special Form Coverage insuring risks of physical loss or damage (commonly known as "all risk") to the Building, to the extent of one hundred percent (100%) of the insurable full replacement value thereof, against fire and casualties, including extended coverage insurance, (ii) a policy or policies of commercial general liability insurance, covering bodily, personal injury, and property damage, written on an occurrence basis with respect to the Building (exclusive of the Premises) and Common Areas, including insurance against assumed or contractual liability, with limits for liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, (iii) workers compensation insurance in amounts required in accordance with applicable laws within the State where work is being performed, (iv) automobile liability insurance covering use of all owned, non-owned, leased and hired automobiles in a minimum amount of One Million Dollars (\$1,000,000) per claim and in the annual aggregate.

Coverage Requirements.

The amounts of insurance required to be carried by each party under this Lease shall not be deemed or construed to so limit the liability of such party.

Indemnification.

1. Indemnification by Tenant. Tenant shall indemnify, defend, protect, and hold harmless Landlord and all of its ministries, entities, affiliates, employees, agents, directors, officers, successors and assigns, from and against any and all losses, liability, claims, suits, proceedings, damages, claims and allegations of any kind, brought by any third party, including, but not limited to, reasonable attorneys' fees, costs and expenses, arising out of Tenant's (including Tenant's affiliates, employees, servants, agents, directors, officers, successors and assigns) (i) failure to comply with the terms or conditions of this Lease, (ii) negligence or willful misconduct in performing under or in any way connected with this Lease, or (iii) use of the Premises, except those which shall result, in whole or in part, directly or indirectly, from the default or negligence of Landlord, its ministries, entities, agents, employees, successors or assigns.
2. Indemnification by Landlord. Landlord shall indemnify, defend, protect, and hold harmless Tenant and all of its affiliates, employees, agents, directors, officers, successors and assigns, from and against any and all losses, liability, claims, suits, proceedings, damages, claims and allegations of any kind, brought by any third party, including, but not limited to, reasonable attorneys' fees, costs and expenses, arising out of Landlord's (including Landlord's ministries, entities, affiliates, employees, servants, agents, directors, officers, successors and assigns) (i) failure to comply with the terms or conditions of this Lease, (ii) negligence or willful misconduct in performing under or in any way connected with this Lease, or (iii) use of the Building (exclusive of the Premises) and Common Areas, except those which shall result, in whole or in part, directly or indirectly, from the default or negligence of Tenant, its agents, employees, successors or assigns. Nothing herein shall be construed to waive,

limit, or restrict any governmental immunity defense available to landlord (Ypsilanti Township).

3. Where Both Parties Have Responsibility. If both parties have an obligation to the other under the foregoing provisions, tort comparative fault principles shall be applied to allocate payment between the parties.
4. Notifications Regarding Indemnities. Both Landlord and Tenant agree to give the other party notice of any claim or liability which may give rise to indemnification under this section and do so within a commercially reasonable time following such party's receipt of notice of intent or notice of claim.
5. Survival. The terms of each of the insurance, waiver of subrogation, coverage requirements, and indemnification provisions of this Lease shall survive the termination of this agreement.

By signing this document, Ypsilanti Township Recreation Department and the Ann Arbor YMCA agree to abide by the terms and conditions contained in this Partnership Memorandum of Understanding. The Ann Arbor YMCA reserves the right to terminate a partnership at the discretion of appropriate personnel.

Brenda Stumbo, Supervisor (sign)

Date

Karen Lovejoy Roe, Clerk (sign)

Date

Ann Arbor YMCA Representative (print)

Date

Ann Arbor YMCA Representative (sign)

Prepared January 21, 2020



**Ann Arbor YMCA
Ypsilanti Day Camp - Proposed Camp Schedule**

		Session 1	Session 2	Session 3	Session 4	Session 5	Session 6	Session 7	Session 8	Session 9	Session 10	Session 11	Session 12
		June 15-19	June 22-26	June 29-July 3	July 6-10	July 13-17	July 20-24	July 27-31	Aug 3-7	Aug 10-14	Aug 17-21	Aug 24-28	Aug 31-Sept 4
CAMP	AGE	FULL DAY CAMPS											
TRADITIONAL DAY CAMP	5-11	PARK/ PRE-SCHOOL CLASSROOM/ ADDITIONAL	Global Tech Academy	Global Tech Academy	Global Tech Academy	Global Tech Academy	Global Tech Academy	Global Tech Academy	Global Tech Academy	TBD	TBD	TBD	TBD
CAMP	AGE	AM CAMPS											
ART EX./AIC	8-12		X	PRE-SCHOOL CLASSROOM	X	PRE-SCHOOL CLASSROOM	X	PRE-SCHOOL CLASSROOM	X				
FIT KIDS	5-8		PARK/ CLASSROOM				PARK/ CLASSROOM						
WHIZ KIDS	8-11		PRE-SCHOOL CLASSROOM	PRE-SCHOOL CLASSROOM	PRE-SCHOOL CLASSROOM	PRE-SCHOOL CLASSROOM	PRE-SCHOOL CLASSROOM	PRE-SCHOOL CLASSROOM	PRE-SCHOOL CLASSROOM				
CAMP	AGE	PM CAMPS											
ACTIVE GIRLS	5-10		PARK/ CLASSROOM	PARK/ CLASSROOM	PARK/ CLASSROOM	PARK/ CLASSROOM	PARK/ CLASSROOM	PARK/ CLASSROOM	PARK/ CLASSROOM				
FLAG FOOTBALL	8-11		X	X	X	PARK/GYM	X	X	PARK/GYM				
THEATRE	8-11		X	DANCE STUDIO	DANCE STUDIO	X	X	DANCE STUDIO	DANCE STUDIO				
SPA RETREAT	8-11		PRE-SCHOOL CLASSROOM	X	PRE-SCHOOL CLASSROOM	X	PRE-SCHOOL CLASSROOM	X	X				



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

Ypsilanti Charter Township

7200 S. Huron River Dr.
Ypsilanti, MI 48197-7007

Coverage Afforded

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML001017533	2/1/2021	\$5,000,000
<u>Automobile Liability</u>	MML001017533	2/1/2021	\$5,000,000 Bodily Injury and Property Damage Combined Single Limit
<u>Other</u>			

Description of Operations / Locations/ Vehicles:

Certificate Holder Additional Insured solely with respect to: Memorandum of Understanding prepared 1/21/2020 for the joint purposes of providing a summer day camp program at the Ypsilanti Township Recreation building located at 2025 E. Clark Rd., Ypsilanti and various parks in the Township.
Effective 6/22/2020 to 8/7/2020

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Ann Arbor YMCA
400 W. Washington St.
Ann Arbor, MI 48103

Date Issued: 3/24/2020

By: 
Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2020

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

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

PRODUCER Hylant Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor MI 48105	CONTACT NAME: PHONE (A/C. No. Ext): 734-741-0044		FAX (A/C. No): 734-741-1850
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Accident Fund Ins Co of America			10166
INSURER B : Crum and Forster Indemnity Co			31348
INSURER C : North River Insurance Co			21105
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 152169852

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			5068971846	9/1/2019	9/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5068971846	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			5821127154	9/1/2019	9/1/2020	EACH OCCURRENCE	\$ 7,000,000
							AGGREGATE	\$ 7,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV0234374	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

Additional Insured for General Liability, as required by written contract - The Charter Township of Ypsilanti and its past, present and future elected officials

CERTIFICATE HOLDER**CANCELLATION**
 Ypsilanti Township
 7200 S. Huron River Drive
 Ypsilanti MI 38197

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

AUTHORIZED REPRESENTATIVE

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



Charter Township of Ypsilanti
Residential Services Department

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0073
Fax: (734)544-3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Mike Hoffmeister, Director – Residential Services Department

DATE: March 19, 2020

RE: **Request authorization to approve the Letter Agreement with Spicer Group for Materials Testing for the Burns Park tennis court renovation project in the amount of \$7,500 budgeted in line #101-774-000-808-011**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization to approve the letter agreement with Spicer Group for materials testing for the Burns Park tennis court renovation project. This is a budgeted expense in line #101-774-000-808-011. This is to ensure the materials that are used in the project are satisfactory and don't deteriorate quickly.

Respectfully Submitted,

Mike Hoffmeister
Director of Residential Services

April 13, 2020

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

RE: Burns Park Inspection and Material Testing
Charter Township of Ypsilanti, Michigan
Letter Agreement for Professional Services

Mr. Hoffmeister:

At your request, we are furnishing you with a letter agreement for Inspection and Material Testing services related to the construction of the Burns Park Tennis and Pickleball Courts project.

BACKGROUND

Between 2019 and 2020, Spicer Group provided design services to create plans and bidding documents for the Burns Park project. The construction contract was awarded to Best Asphalt at the February 18, 2020 Board of Trustees meeting and the contract is currently in the process of being executed.

SCOPE OF BASIC PROFESSIONAL SERVICES

Spicer Group's proposed services follow.

1. Inspection and Material Testing
 - Provide an inspector on site. In order to provide the best value, we will maintain contact with the contractor foreman and make every effort to provide inspection services only during key operations. Our intent is *not* to post an inspector on site during all construction hours. Key operations for our inspection include:
 - i. Grading and compacting base material prior to placing asphalt or concrete
 - ii. Forming concrete foundations
 - iii. Laying out and placing fence posts
 - iv. Pouring concrete
 - v. Paving asphalt
 - vi. Laying out tennis and pickleball court equipment and striping
 - vii. Site restoration work
 - Test compaction of aggregate base or subbase material if necessary. This may be by nuclear method if new material is placed, or by visual inspection of in-situ material if the existing base is used.

February 24, 2020

Page 2 of 3

- Test concrete for 28-day compressive strength, entrained air content, slump, and temperature during placement
- Test compaction of hot-mix asphalt during placement
- Record IDRs for the project file for each day on site.
- Measure quantities in the field for final payment.
- Create a punch list after substantial completion to ensure all work is satisfactory prior to final completion

SERVICES NOT INCLUDED

For a clearer understanding of our work scope, the following is not included in our Scope of Basic Professional Services:

- We are not proposing to provide full-time inspection (keeping an inspector on site during all construction activities). We can provide this at your request, but do not feel it will provide the best value to the Township.

ADDITIONAL SERVICES

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

FEE SCHEDULE

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

1. Inspection and Material Testing

Standard hourly rates with the total amount not to exceed \$7,500

We will bill you based upon our hourly effort completed during the billing period. We will submit monthly invoices to you for our professional services, any additional authorized services and any reimbursable expenses.

Attached to this letter is a copy of our general conditions for our services which are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing.

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

February 24, 2020
Page 3 of 3

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

Sincerely,



Kevin J. Wilks, P.E.
Project Manager
Cell: (616) 550-7837
mailto: kevinw@spicergroup.com



Philip A. Westmoreland, P.E.
Sr. Project Manager
SPICER GROUP, INC.
125 Helle Blvd, Suite 2
Dundee, MI 48131

Above proposal accepted and approved by Owner.

YPSILANTI CHARTER TOWNSHIP

By: _____
Brenda Stumbo, Supervisor

Date: _____

By: _____
Karen Lovejoy Roe, Clerk

Date: _____

Cc: SGI File

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

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

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

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall be property of the OWNER. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

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

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

Nothing herein shall in any way, shape or form be construed to waive Ypsilanti Township's defense of governmental immunity.

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

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

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

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

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

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

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

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

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

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

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

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

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

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

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.2 Construction Observation. The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

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

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

3.3 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety

precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.4 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.5 Client Requested Substitutions. Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.7 Certifications, Guarantees and Warranties. The PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in the PROFESSIONAL's having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. The OWNER also agrees not to make resolution of any dispute with the PROFESSIONAL or payment of any amount due to the PROFESSIONAL in any way contingent upon the PROFESSIONAL's signing any such certification.

3.8 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.9 Permits and Approvals. The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Basic Services of this Agreement.

3.10 Statutes of Repose and Limitation. All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

3.11 Construction Layout. If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

April 13, 2020

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

RE: Burns Park Inspection and Material Testing
Wm. Douglas Winters Letter Dated April 12, 2020
Revisions to General Conditions

Mr. Hoffmeister,

We have received and reviewed Mr. Winters' letter to Ms. Brenda Stumbo, Ms. Karen Lovejoy Roe, Mr. Larry Doe, and you dated April 12, 2020 concerning our proposed Letter Agreement to provide you with professional services related to inspection and material testing at Burns Park. We have revised our General Conditions based on Mr. Winters' comments regarding ownership of project documents and indemnity.

One of Mr. Winter's comments was regarding payment of interest. We do understand that the Township bills are paid only after approval at Board Meetings, and this does occasionally cause invoices to be paid past the specified 30-day due date. In circumstances like this, it is standard practice for us to waive any applicable interest fees. In fact, just last week we received late payment for our work on the Clubview Park Grant Application and chose not to charge any interest. We value our growing relationship with the Charter Township of Ypsilanti and hope to continue working together in good faith that we would not risk damaging our relationship with you over late invoices caused by administrative obstacles. However, we do reserve the right to charge interest for invoices that are significantly overdue.

Attached to this letter, you will find a copy of our revised General Conditions with changes clearly indicated for your convenience. A new proposed Letter Agreement with the revised General Conditions in regular text will be sent as a separate file. We hope what we are proposing is satisfactory and look forward to continuing our positive working relationship.

Sincerely,

A handwritten signature in dark ink that reads "Kevin J. Wilks".

Kevin J. Wilks, P.E.
Project Manager

A handwritten signature in dark ink that reads "Philip A. Westmoreland".

Philip A. Westmoreland, P.E.
Sr. Project Manager
SPICER GROUP, INC.
125 Helle Blvd, Suite 2
Dundee, MI 48131

CC: SGI File 127420SG2019

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

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

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

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall ~~remain the property of the PROFESSIONAL~~ be property of the OWNER. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

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

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

Nothing herein shall in any way, shape or form be construed to waive Ypsilanti Township's defense of governmental immunity.

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

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

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

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

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

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

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

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

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

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

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

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

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

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

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.2 Construction Observation. The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

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

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

3.3 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety

precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.4 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.5 Client Requested Substitutions. Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.7 Certifications, Guarantees and Warranties. The PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in the PROFESSIONAL's having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. The OWNER also agrees not to make resolution of any dispute with the PROFESSIONAL or payment of any amount due to the PROFESSIONAL in any way contingent upon the PROFESSIONAL's signing any such certification.

3.8 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.9 Permits and Approvals. The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Basic Services of this Agreement.

3.10 Statutes of Repose and Limitation. All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

3.11 Construction Layout. If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2020

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: certs@pciaonline.com PHONE (A/C, No, Ext): (800)969-4041 E-MAIL ADDRESS: certs@pciaonline.com	FAX (A/C, No): (800)969-4081
	INSURER(S) AFFORDING COVERAGE	
INSURED Spicer Group, Inc. 230 S Washington Ave Saginaw MI 48607	INSURER A: Travelers Indem. Co of America	NAIC # 25666
	INSURER B: Travelers Indemnity Co	25658
	INSURER C: Travelers Indemnity Co. of CT	25682
	INSURER D: Travelers	25682
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20-21

REVISION NUMBER:

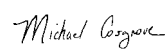
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6806H00700120	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> X,C,U						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			BA6776M31720	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							Hired & Non-Owned	\$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP6C50490620	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB9J10139520	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability			106428805	1/1/2020	1/1/2021	Per Claim	2,000,000
	Pollution Liability						Aggregate	2,000,000

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

The Charter Township of Ypsilanti and it's past, present, and future elected officials shall be named as Additional Named Insured on the Gen. Liability policy with respect to the services provided under this Contract.

CERTIFICATE HOLDER**CANCELLATION**

The Charter Township of Ypsilanti 7200 South Huron River Drive Ypsilanti, MI 48197	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mike Cosgrove/KATHRY 
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**EASEMENT FOR
STORM AND ROAD DRAINAGE PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that the CHARTER TOWNSHIP OF YPSILANTI, a Michigan Municipal Corporation, whose address is 7200 S. Huron River Drive , Ypsilanti, Michigan 48197, (hereinafter referred to as the "Grantor"), grants and conveys to the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WASHTENAW, a Public Body Corporate, whose address is 555 North Zeeb Road, Ann Arbor, Michigan 48103, (hereinafter referred to as the "Grantee"), its successors and assigns, an easement for storm and road drainage purposes over, upon, under, across, in, through a parcel of property in Section 15, Town 3 South, Range 7 East, Township of Ypsilanti, County of Washtenaw, State of Michigan, and more particularly described as:

SEE ATTACHMENT "A"

Nothing in this grant of easement shall be construed to create any obligation on the part of the Grantee to make repairs or alterations to any contemplated storm sewer or other structure incident thereto which may be constructed pursuant to this easement.

This conveyance includes a release, by the Grantor, of any and all claims to damages in anyway arising from or incident to the installation, altering and maintenance of said drainage facilities whether over, upon, under, across, in, through said parcel; and shall be deemed a sufficient conveyance to vest in the Grantee a perpetual easement for storm and road drainage purposes together with such rights of entry upon and passage over of such material and equipment as may be necessary for the construction and maintenance of said drain including the right to remove vegetation as deemed appropriate by the Grantee.

The Grantor agrees that no building, structure or permanent fixtures will be placed within the easement and further holds harmless the Grantee from any and all claims to damages in anyway arising from or incident to the installation, altering and maintenance of said drain.

The Grantee acknowledges areas altered or disturbed, by acts of the Grantee, shall be graded, reseeded and restored.

For and in consideration of One (\$1.00) Dollar.

Dated this _____ day of _____ 2019

GRANTOR:
Charter Township of Ypsilanti

Brenda L. Stumbo, Supervisor

Karen Lovejoy Roe, Clerk

STATE OF MICHIGAN }
 } SS.
COUNTY OF WASHTENAW }

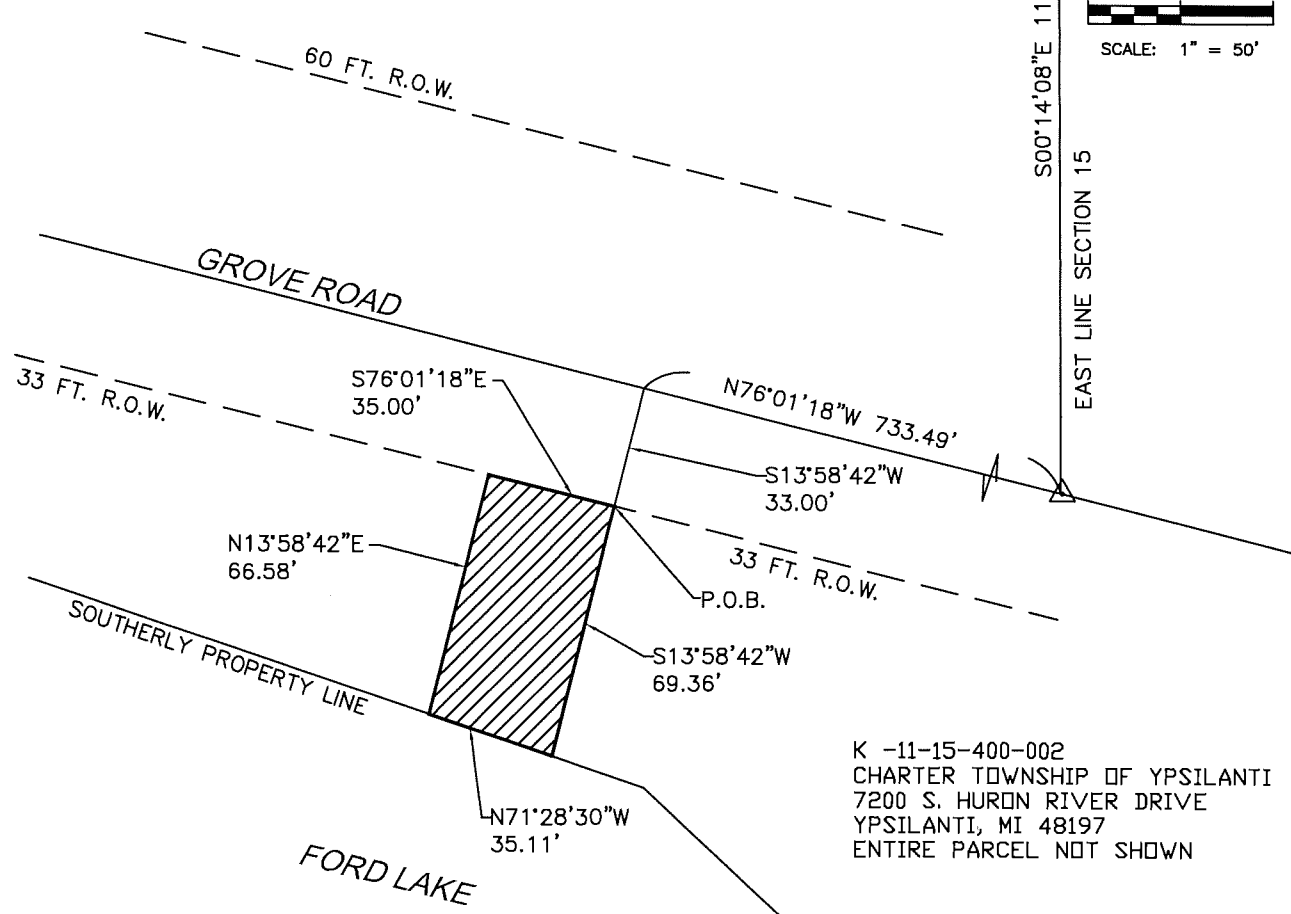
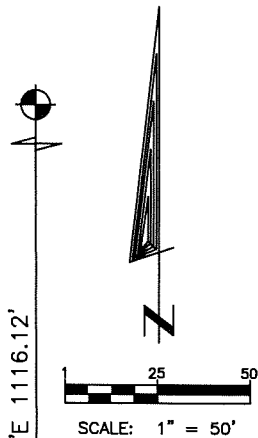
The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by Brenda L. Stumbo, as Supervisor, and Karen Lovejoy Roe, as Clerk, on behalf of and for the Charter Township of Ypsilanti, a Michigan Municipal Corporation.

Notary Public, State of Michigan
County of _____
My Commission expires _____
Acting in County of _____

Parcel ID # K-11-15-400-002
Prepared by and Return to:
Curtis M. Brochue, SR/WA
Washtenaw County Road Commission
555 N. Zeeb Road, Ann Arbor, MI 48103

ATTACHMENT 'A'

EAST 1/4 CORNER
SECTION 15
T3S R7E



K -11-15-400-002
CHARTER TOWNSHIP OF YPSILANTI
7200 S. HURON RIVER DRIVE
YPSILANTI, MI 48197
ENTIRE PARCEL NOT SHOWN

LEGEND

- PUBLIC LAND SURVEY SYSTEM CORNER
- PROPERTY CONTROLLING CORNER

AREA

PROPOSED DRAINAGE EASEMENT ACQUISITION
AREA: 0.055 AC (2379 SF)

BASIS OF BEARINGS:
WCRC FIELD SURVEY 2019

*THIS DOCUMENT IS NOT A
P.A. 132 SURVEY.
DIMENSIONS AND AREAS BASED ON TAX
PARCEL DESCRIPTIONS. NOT BASED ON
ACTUAL FIELD SURVEY.*



DATE:	09/18/2019
DRAWN:	J.A.M.
CHECKED:	C.M.B.
FILE:	ENG/2019/GROVE/SURVEY/ROWACQ
PROJ. NO.:	
REVISED:	

**PROPOSED DRAINAGE EASEMENT
GROVE ROAD**

SOUTHEAST QUARTER
SECTION 15, T.3S., R.7E.
WASHTENAW COUNTY
MICHIGAN

ATTACHMENT 'A'

LEGAL DESCRIPTION - PARENT PARCEL K -11-15-400-002

COMMENCING AT THE EAST QUARTER CORNER OF SECTION, THENCE S00°16'W 1116.36 FEET IN EAST LINE OF SECTION; THENCE N75°30'W 80.1 FEET FOR PLACE OF BEGINNING; THENCE S20°25'W 63.8 FEET; THENCE S00°45'E 563.6 FEET; THENCE S22°29'W 342.6 FEET; THENCE S81°15'W 239.2 FEET; THENCE N22°48'20"W 165.02 FEET; THENCE N06°50'W 339.41 FEET; THENCE N20°56'40"E 188.87 FEET; THENCE N08°13'40"W 191.48 FEET; THENCE N46°04'20"W 259.22 FEET; THENCE N70°44'40"W 339.09 FEET; THENCE N02°22'30"W 81.13 FEET; THENCE S75°30'00"E 1003.46 IN CENTERLINE OF ROAD TO PLACE OF BEGINNING; BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 15, T3S R7E, 11.20 ACRES.

BASIS OF BEARINGS:
 WASHTENAW COUNTY G.I.S. PARCEL REPORT GENERATED ON 09-16-2019

LEGAL DESCRIPTION - DRAINAGE EASEMENT

A DRAINAGE EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 15, THENCE ALONG THE EAST LINE OF SAID SECTION, S00°14'08"E 1116.12' TO THE SURVEY CENTERLINE OF GROVE ROAD; THENCE ALONG THE SURVEY CENTERLINE OF GROVE ROAD, N76°01'18"W 733.49 FEET; THENCE S13°58'42"W 33.00 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF GROVE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S13°58'42"W 69.36 FEET TO THE SOUTHERLY PROPERTY LINE AND WATERS EDGE OF FORD LAKE; THENCE ALONG THE SOUTHERLY PROPERTY LINE, N71°28'30"W 35.11 FEET; THENCE N13°58'42"E 66.58 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF GROVE ROAD; THENCE ALONG THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF GROVE ROAD, S76°01'18"E 35.00 FEET TO THE POINT OF BEGINNING. SAID DRAINAGE EASEMENT CONTAINING 0.055 ACRES (2379 SQUARE FEET) OF LAND, MORE OR LESS. ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

BASIS OF BEARINGS:
 WCRC FIELD SURVEY 2019

*THIS DOCUMENT IS NOT A
 P.A. 132 SURVEY.
 DIMENSIONS AND AREAS BASED ON TAX
 PARCEL DESCRIPTIONS. NOT BASED ON
 ACTUAL FIELD SURVEY.*

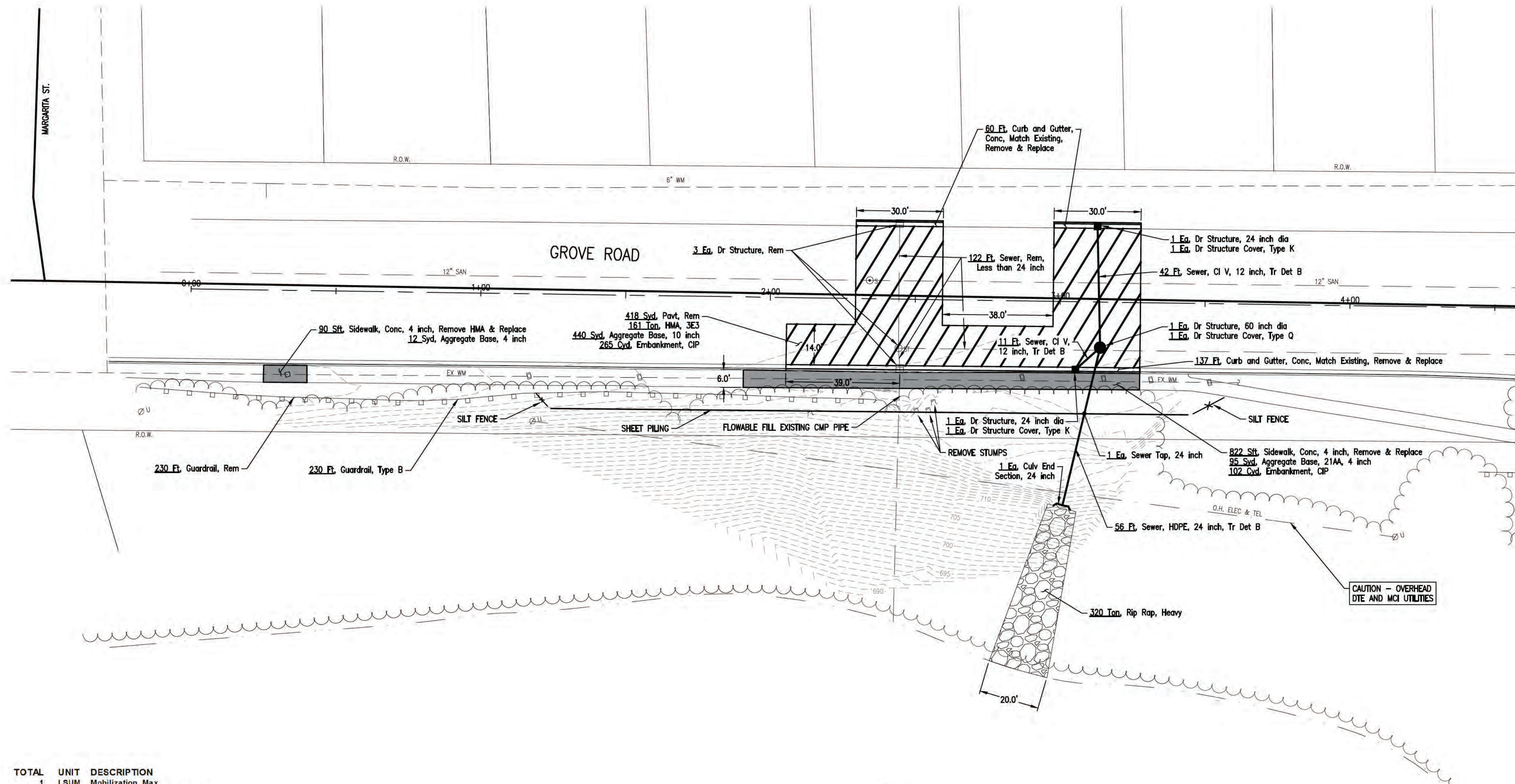


DATE:	09/18/2019
DRAWN:	J.A.M.
CHECKED:	C.M.B.
FILE:	ENG/2019/GROVE/SURVEY/ROWACQ
PROJ. NO.:	
REVISED:	

**PROPOSED DRAINAGE EASEMENT
 GROVE ROAD**

SOUTHEAST QUARTER
 SECTION 15, T.3S., R.7E.
 WASHTENAW COUNTY
 MICHIGAN

GROVE ROAD



TOTAL	UNIT	DESCRIPTION
1	LSUM	Mobilization, Max
2	Ea	Stump, Rem, 19 inch to 36 inch
1	Ea	Stump, Rem, 37 inch or Larger
3	Ea	Dr Structure, Rem
122	Ft	Sewer, Rem, Less than 24 inch
197	Ft	Curb and Gutter, Rem
230	Ft	Guardrail, Rem
418	Syd	Pavt, Rem
99	Syd	Sidewalk, Rem
569	Cyd	Embankment, CIP
6	Ea	Erosion Control, Inlet Protection, Fabric Drop
245	Ft	Erosion Control, Silt Fence
107	Syd	Aggregate Base, 4 inch
440	Syd	Aggregate Base, 10 inch
1	Ea	Culv End Sect, 24 inch
53	Ft	Sewer, CI V, 12 inch, Tr Det B
1	Ea	Sewer Tap, 24 inch
56	Ft	Sewer, HDPE, 24 inch, Tr Det B
2	Ea	Dr Structure Cover, Type K
1	Ea	Dr Structure Cover, Type Q
2	Ea	Dr Structure, 24 inch dia
1	Ea	Dr Structure, 60 inch dia
300	Ft	Underdrain, Subgrade, 6 inch
320	Ton	Riprap, Heavy

BY OTHER'S		
TOTAL	UNIT	DESCRIPTION
161	Ton	HMA, 3E3
197	Ft	Curb and Gutter, Conc, Match Existing, Remove and Replace
912	Sft	Sidewalk, Conc, 4 inch
230	Ft	Guardrail, Type B
300	Ft	Pavt Mrkg, Sprayable Thermopl, 4 inch, White
750	Ft	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow
137	Syd	Turf Establishment

NOTES:

- COMPLETE ALL WORK IN ACCORDANCE WITH THE MDOT 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- INSTALL STORM SEWER THROUGH EXISTING STEEL SHEET PILING WALL CUTTING HOLE THROUGH THE SHEET PILING AND INSTALLING THE SEWER IS PAID FOR AS SEWER TAP, 24 INCH.
- FROM MH-1 TO THE OUTLET, HDPE PIPE SHALL BE FUSABLE (NO JOINTS).
- THE EXISTING CATCH BASINS ARE TO BE FULLY REMOVED. EXISTING MANHOLE SECTIONS ARE TO BE REMOVED IN ACCORDANCE WITH THE WASHTENAW COUNTY ROAD COMMISSION (WCRC) ENGINEER. IF ABANDONED, THE STRUCTURE SHALL BE ABANDONED WITH FLOWABLE FILL. THE REMOVAL OR ABANDONMENT OF A STRUCTURE IS PAID FOR AS DR STRUCTURE, REM.
- THE EXISTING CMP PIPE SHOWN TO BE FLOWABLE FILLED WILL BE FILLED UNTIL THE POINT IT INTERSECTS WITH THE SHEET PILING APPROXIMATELY 20- FEET FROM THE EXISTING MANHOLE. PAYMENT FOR THIS IS INCLUDED IN THE CONTRACT UNIT PRICE FOR DR STRUCTURE, REM.
- BULKHEADING STORM PIPE IS TO BE DIRECTED AS NECESSARY BY THE WCRC ENGINEER. PAYMENT FOR BULKHEADING IS INCLUDED IN SEWER, REM, LESS THAN 24 INCH.
- CLEARING INCLUDES REMOVAL OF BRUSH, TREES (REGARDLESS OF SIZE), PLANT LIFE, ETC.
- UNDERDRAIN TO BE TIED INTO DRAINAGE STRUCTURES.
- ADDITIONAL EMBANKMENT, CIP QUANTITIES SHALL BE USED IN THE AREAS SOUTH OF THE SIDEWALK AROUND THE SHEET PILING.
- CURB AND GUTTER THAT IS REMOVED SHALL BE REPLACED MATCHING THE EXISTING, PER WCRC ENGINEER.
- GUARDRAIL IS TO BE REMOVED STARTING FROM THE EAST END, WORKING TO THE WEST.
- MULCH BLANKET QUANTITIES ARE SHALL USED IN AREAS IN NEED OF RESTORATION.
- PER YCUA, NO WATER MAIN ITEMS OR QUANTITIES ARE INCLUDED.



Know what's below.
Call before you dig.

REVISIONS: #####
 CITY/TOWNSHIP: WASHTENAW
 COUNTY: WASHTENAW
 PROJECT: WASHTENAW COUNTY ROAD COMMISSION
 GROVE ROAD SLOPE STABILIZATION
 CONSTRUCTION PLAN

COMMISSIONERS
DOUGLAS E. FULLER
CHAIR
BARBARA RYAN FULLER
VICE-CHAIR
RODRICK K. GREEN
MEMBER

**WASHTENAW COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS**

555 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN 48103
WWW.WCROADS.ORG
TELEPHONE (734) 761-1500
FAX (734) 761-3737

SHERYL SODERHOLM SIDDALL, P.E.
MANAGING DIRECTOR

MATTHEW F. MACDONELL, P.E.
DIRECTOR OF ENGINEERING
COUNTY HIGHWAY ENGINEER

JAMES D. HARMON, P.E.
DIRECTOR OF OPERATIONS

DANIEL D. ACKERMAN
DIRECTOR OF FINANCE & IT

March 24, 2020

Wm. Douglas Winters
McClain & Winters
61 N. Huron
Ypsilanti, MI 48197

RE: "Grove Road Slope Stabilization Project"
WCRC Easement Request, Storm and Road Drainage

Dear Mr. Winters:

I'm writing in response to your January 19, 2020 correspondence regarding a request submitted by the Washtenaw County Road Commission (WCRC) to the Charter Township of Ypsilanti (Ypsilanti Township) for the granting of an easement for storm and road drainage purposes. The identified easement area lies outside of the county road right-of-way (ROW) along the south side of Grove Road within property commonly referred to as "Loonfeather Park".

I provide the following background information in order to illustrate the reasons prompting the request for easement.

Ypsilanti Township contacted the WCRC in May 2019, notifying the WCRC of a sidewalk settlement issue along the south side of Grove Road. Upon further investigation of this location east of Margarita Street, WCRC staff identified a more widespread slope instability issue between Grove Road and Ford Lake.

The WCRC subsequently undertook an expedited site evaluation and design, focused on promptly responding to this concerning situation. In July 2019 construction activities commenced, including the installation of a steel sheet retaining wall (within the county road ROW) to promote the stability of Grove Road, including the adjacent sidewalk and underlying utilities. Supplemental construction work was performed, including the installation of new storm sewer to provide positive drainage for storm and road drainage purposes. Construction activities were completed, including the restoration of disturbed areas, in October 2019.

Considering the health, safety, and welfare of the public, the WCRC proceeded with the work, including that portion outside of the county road ROW. Communication between the WCRC and Ypsilanti Township occurred throughout to keep all parties informed of the scope and progress of the work.

As part of these infrastructure repairs and improvements, a storm sewer outlet was constructed. This replaced an existing, failed storm sewer outlet located between Grove Road and Ford Lake. This storm sewer lies within the property identified as Loonfeather Park. The referenced easement encompasses that portion of the 24-inch diameter storm sewer extending outside of the county road right-of-way and riprap spillway outfall.

The storm sewer outlet and riprap spillway outfall were permitted (Permit No. WRP019076) by the Michigan Department of Environment, Great Lakes and Energy (EGLE).

As noted in your January 5, 2020 correspondence to Andrea Stay (MDNR), the above detailed work has promoted the stability of this segment of Loonfeather Park in which the easement is being requested. The easement requested is to provide for future access by the WCRC for storm and road drainage purposes. Areas within the requested easement which may be disturbed by WCRC maintenance activities will be restored in a timely manner.

I am hopeful this supplemental background information, as well as the attached project plan sheet, will serve to satisfy the MDNR requirements associated with the granting of an easement across the Loonfeather Park property.

Should there be the need for any further information, or any questions should arise, please feel free to contact me at berkholza@wcroads.org or 734.327.6648.

Very Truly Yours,

Aaron L. Berkholz, P.E. Aaron L. Berkholz, P.E.
Mar 24 2020 8:10 AM

Aaron L. Berkholz, P.E.
WCRC Senior Project Manager

Cc: Sheryl Siddall, Curt Brochue / WCRC
Brenda Stumbo, Karen Lovejoy Roe, Larry Doe / Ypsilanti Township

**HEWITT ROAD PEDESTIAN CROSSING AGREEMENT
BETWEEN CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, on July 18, 2018, the Township approved Resolution 2018-20, support for the Hewitt Road safety improvements grant application; and

WHEREAS, a Safety Grant in the amount of \$291,852 was awarded to fund the construction for the relocation of the Hewitt Road pedestrian crossing at Burns Avenue to Harding Avenue (the "Project), which requires a ten percent (10%) local match of the Project construction costs; and

WHEREAS, Should the lowest qualified bid exceed the Engineer's estimate by more than ten percent (10%), the Township will be given the option of funding the increased cost or rejecting all bids; and

WHEREAS, the Project includes traffic control devices which will require a maintenance agreement between the Township and Road Commission; and

IT IS NOW THEREFORE AGREED, the Road Commission shall construct and administer the Project in accordance with MDOT Local Agency Program and Federal requirements; and

IT IS ALSO AGREED that the Township will pay the Road Commission for all actual costs incurred for right-of-way, construction, and construction engineering for the Project not reimbursed by the Safety Grant subject to the cap of the grant.

AGREEMENT SUMMARY

Estimated Costs

Right-of-way / Grading Permit	\$ 5,000
Local Match for Construction	\$29,185
Construction Engineering (estimated at 15% of construction costs)	\$45,000
Hewitt Road Pedestrian Crossing Estimated Township Costs	\$79,185

FOR YPSILANTI TOWNSHIP:

Brenda Stumbo, Supervisor

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Sheryl Soderholm Siddall, Managing Director

WASHTENAW COUNTY ROAD COMMISSION

555 N. ZEEB ROAD
ANN ARBOR, MICHIGAN 48103

TRAFFIC CONTROL DEVICE AGREEMENT

LOCATION:	_____	AGREEMENT NO.	_____

DEVICE TYPE(S):	_____	EFFECTIVE DATE OF THIS AGREEMENT:	_____

Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies, the undersigned hereby agree to participate in the cost of maintenance and operation of the traffic control device(s) at the location(s) listed above on the basis of the division of costs as shown below. Details of the location are as shown on the attached documentation.

PARTICIPATION AGREEMENT

Agency	<u>WASHTENAW COUNTY ROAD COMMISSION</u>	_____
Agency	_____	_____
Agency	_____	_____
Other	_____	_____

BILLING AGREEMENT: It is agreed that the **Washtenaw County Road Commission** shall bill the parties designated above on the participation agreement for their proportionate share of all costs relative to the maintenance and operation of the traffic control device(s) on the first billing cycle after the charges are incurred.

It is further agreed that the agency responsible for payment of energy billings and/or leased line interconnection billings included in the operation costs, shall be the **Washtenaw County Road Commission**.

It is further agreed that the agency responsible for performing maintenance by approved guidelines and policies, shall be the **Washtenaw County Road Commission**.

"In the event the traffic control device(s) referred to in this agreement is located on a road or street that is not under the jurisdiction of the **Washtenaw County Road Commission**, the authority having the jurisdiction over the road or street hereby agrees to save harmless, indemnify, represent, and defend the **Washtenaw County Road Commission** from any claims, demands, or suits arising out of or relating to the maintenance and operation of the traffic control device(s) which is the subject matter of this agreement."

It is further agreed that title to all equipment at the roads listed in this agreement shall remain with the agency having jurisdiction of the road in which the equipment is located.

This agreement is terminable on a unanimous decision between all parties.

Agency <u>WASHTENAW CO. ROAD COMM.</u> Signed By _____ Print Name _____ Title _____ Date _____	Agency _____ Signed By _____ Print Name _____ Title _____ Date _____
Agency _____ Signed By _____ Print Name _____ Title _____ Date _____	Other _____ Signed By _____ Print Name _____ Title _____ Date _____

2020 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

1. **Dust Control (497-11-108):**

Work to include placement of three (3) solid applications of contract brine on all certified local gravel/limestone roads within the township. Estimated 65,340 gallons @ \$0.179 per gallon.

Estimated cost of contract brine: \$ 11,695.86


AGREEMENT SUMMARY

2020 LOCAL ROAD PROGRAM

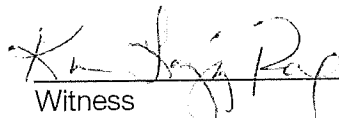
Dust Control	\$ 11,695.86
Less WCRC Conventional Matching Funds	\$ 5,847.93

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2020: \$ 5,847.93

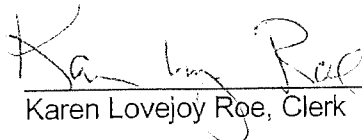
FOR YPSILANTI TOWNSHIP:




Brenda L. Stumbo, Supervisor



Witness



Karen Lovejoy Roe, Clerk



Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Sheryl Soderholm Siddall, Managing Director

Witness

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159

Charter Township of Ypsilanti

Date: February 28, 2020

To: Karen Lovejoy Roe,
Ypsilanti Township Clerk

From: Brian McCleery,
Deputy Assessor

Subject: Agenda Item to Authorize negotiations to sell Township owned property.

K-11-02-457-007 - 20 Broadmoor Ave
K-11-02-457-008 - 24 Lakewood Ave
K-11-02-457-009 - 30 Lakewood Ave

I am requesting Ypsilanti Township Board approval to enter into negotiations to sell the above contiguous parcels currently owned by Ypsilanti Township. These properties are vacant industrial land that Ypsilanti Township acquired in 2011 from the Washtenaw County Treasurer who foreclosed on the property for non-payment of taxes.

Mr. Scott Chatfield recently contacted my office indicating that he just purchased the adjacent vacant properties between Broadmoor St and Lakewood Ave that are contiguous to the above parcels. It is his intent to combine the lots and develop the property. Attached is his concept plan from Midwest Consulting.


I am requesting permission to contact Mr. Chatfield and negotiate the sale of this property. The Assessor's Office will prepare a market valuation for the property in order to arrive at an estimated market value. The negotiations will start at the appraised value in order to arrive a Fair Market Value for the property.

These parcels combined, have three platted lots with an approximate total size of .41 acres. If sold to the adjacent owner, the sales agreement would stipulate that the purchaser will combine the property with the parcel that they own.

Attached you will find the letter requesting purchase, an aerial photograph map and the record cards of the parcels. If you have any questions or need any information, please contacting me.

I Scott Chatfield would like to purchase these three parcels from Ypsilanti Township for \$100 a piece.

Parcels #


Scott Chatfield

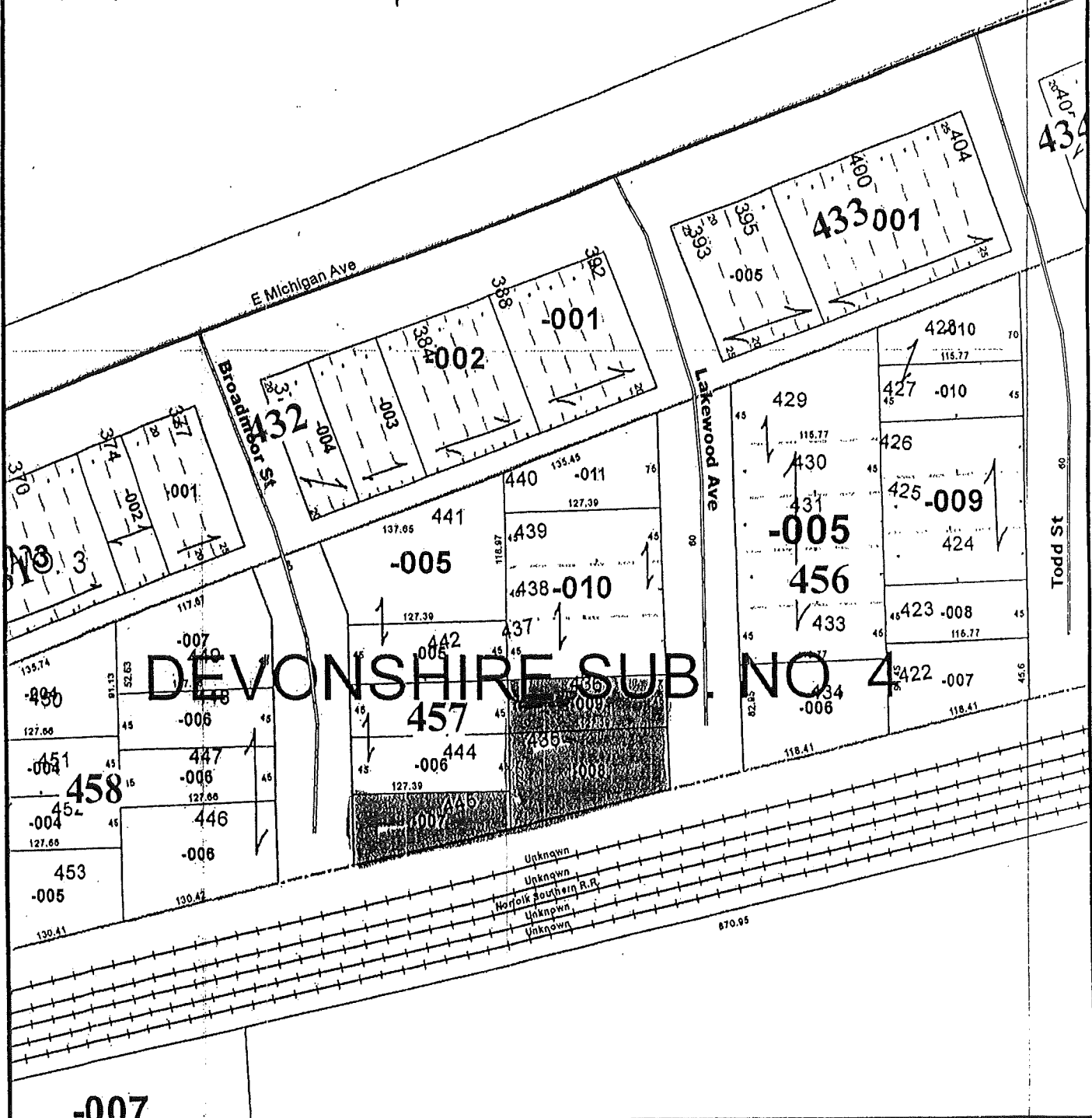
K-11-02-457-007

K-11-02-457-008

K-11-02-457-009

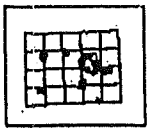
734-320-3240

007 - K-11-02-457-007
 008 - K-11-02-457-008
 009 - K-11-02-457-009 } 451 TWP.



GIS Map Print

Location Map



0 100 200



1 inch equals 114 feet



Geographic Information System

The information contained in this document was prepared to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey" or "title" document. The information is provided with the understanding that the user assumes all responsibility for the use of this information and the user assumes all liability for any errors or omissions. NOTE: PARCELS MAY NOT BE TO SCALE

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

JOB NO. 20024

REV. DATE	
DATE 08/14/2023	
SHEET 1 OF 1	
CADD T.M.	
DATE T.M.	
SCALE	
PROJECT	

CP1

2002 E MICHIGAN AVE.
PARCEL COMBINATIONS & SITE IMPROVEMENTS
 CONCEPT PLAN

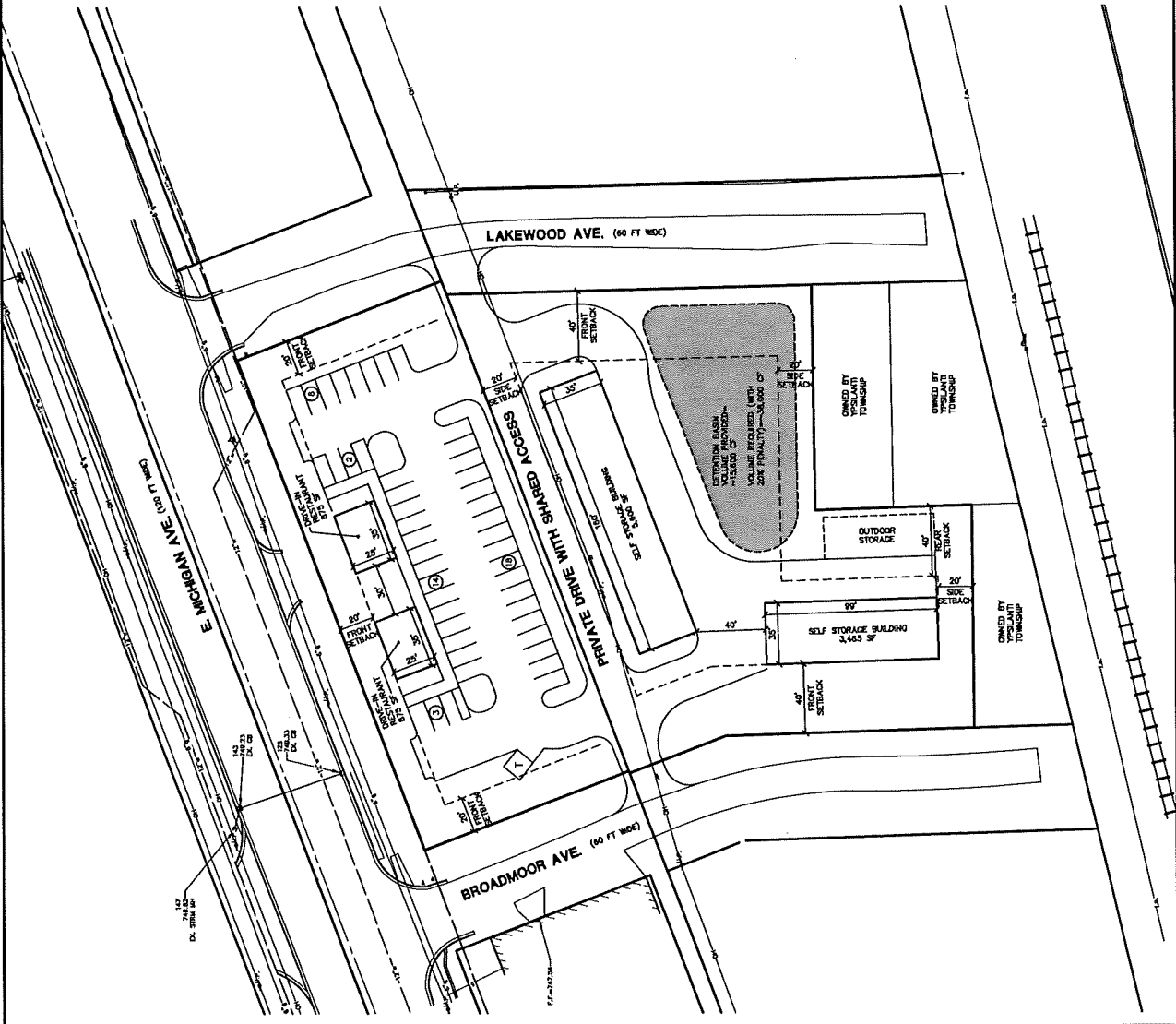
CLIENT
 SCOTT CAMPBELL

MIDWESTERN CONSULTING
 1815 1/2 S. W. 11th Ave., Suite 100
 Oklahoma City, Oklahoma 73106
 (405) 555-1111
 www.midwesternconsulting.com



SCALE: 1" = 30'

Call before you dig.



The underground utilities shown have been located from field survey, information and existing records. The surveyor does not warrant the accuracy of the information shown on this drawing. The surveyor further does not warrant that the underground utilities shown are complete or that the information shown is accurate. The surveyor does not warrant that the information shown is accurate or that the information shown is complete. The surveyor does not warrant that the information shown is accurate or that the information shown is complete.





v

QUITCLAIM DEED

Pursuant to section 78m of The General Property Tax Act, 1893 PA 206 as amended (MCL 211.78m), Grantor, Catherine McClary, Washtenaw County Treasurer and Foreclosing Governmental Unit for Washtenaw County, whose address is 200 N. Main Street, Suite 200, P.O. Box 8645, Ann Arbor, Michigan 48107-8645, quitclaims to the Grantee, the Charter Township of Ypsilanti, a Michigan municipal corporation, whose address is 7200 S. Huron River Dr., Ypsilanti, MI 48197, the premises in the Charter Township of Ypsilanti, Washtenaw County, Michigan, described as:

SEE ATTACHED EXHIBIT A

by operation of law for no monetary consideration as required by MCL 211.78m(6) of The General Property Tax Act, 1893 PA 206, as amended, subject to any liens, easements, building or use restrictions, governmental interests, or special assessments not extinguished pursuant to section 78k of The General Property Tax Act, 1893 PA 206, as amended (MCL 211.78k). As required by MCL 211.78m (12), all taxes due on the property as of Dec. 31, 2011 are cancelled effective on Dec. 31, 2011. As required by MCL 211.78m (13), all liens for costs of demolition, safety repairs, debris removal, sewer or water charges due on the properties as of December 31, 2011 are canceled effective on December 31, 2011.

By accepting this Deed, the Grantee and its successors and assigns agree to be bound by and comply with the following covenants that shall run with the land conveyed by this Deed:

1. Not to sue the Washtenaw County Treasurer, the County of Washtenaw, or any of its departments, boards, commissions, officers, employees, or agents for any claim, whether legal or equitable, arising under, or in any manner related to this Deed. To release, waive, and discharge the Washtenaw County Treasurer, the County of Washtenaw, and all its departments, boards, commissions, officers, employees, and agents, and its successors and assigns from any and all liability to the Grantee and its successors and assigns, for all losses, injury, or damage to person or property, or death, and any claims or demands therefore arising under, or in any manner related to this Deed whether caused by the Washtenaw County Treasurer, the County of Washtenaw, or any of its departments, agencies, boards, commissions, officers, employees, or agents.
2. To indemnify and hold harmless the Washtenaw County Treasurer, the County of Washtenaw, and all of its departments, agencies, boards, commissions, officers, employees, and agents from any and all claims, demands, judgments, and expenses, including attorney fees, for any and all loss, damage, death, or injury to person or property arising under, or in any manner related to the performance of, this Deed. This indemnification and hold harmless agreement is intended to and shall extend to all loss, damage, death, or injury to person or property, proximately caused in whole or in part by the negligence or other tortious conduct of the Washtenaw County Treasurer, the County of Washtenaw, its departments, boards, commissions, agencies, officers, employees, or agents.

The Grantor grants to the Grantee the right to make any authorized division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated 12/28/2011

Susan E. Bos, Notary Public
State of Michigan
County of Washtenaw
My commission expires June 19, 2012
Acting in the County of Washtenaw

GRANTOR
Catherine McClary
Catherine McClary
Washtenaw County Treasurer and Foreclosing
Governmental Unit for Washtenaw County

(STATE OF MICHIGAN) (WASHTENAW COUNTY)
The foregoing instrument was acknowledged before me on 12-29-11, by Catherine McClary, the Washtenaw County Treasurer and Foreclosing Governmental Unit for Washtenaw County.

Susan E. Bos
Notary Public, Washtenaw County

Susan E. Bos, Notary Public
State of Michigan
County of Washtenaw
My commission expires June 19, 2012
Acting in the County of Washtenaw

Susan E. Bos, Notary Public
State of Michigan
County of Washtenaw
My commission expires June 19, 2012
Acting in the County of Washtenaw

Because in this written instrument the grantor is an officer of a political subdivision of the State of Michigan acting in an official capacity, the instrument is exempt from the state real estate transfer tax pursuant to section 6(h) of the State Real Estate Transfer Tax Act, 1993 PA 330, as amended (MCL 207.526(h)), and exempt from the real estate transfer tax levied under 1966 PA 134, as amended (MCL 207.501 to 207.513), pursuant to section 5(h) of 1966 PA 134, as amended (MCL 207.505(h)).

When recorded, return to:
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Send subsequent tax bills to:
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Prepared by:
Deborah J. Dunn
Washtenaw County Treasurer's
Office
200 N. Main St., Suite 200
P.O. Box 8645
Ann Arbor, MI 48107-8645

Tax Parcel Number
See Attached Exhibit A- 17 parcels

Recording fee:
\$13.00

Transfer fee:
\$ 0.00

Time Submitted for Recording
Date 12-30-2011 Time 10:30 AM
Lawrence Kestenbaum
Washtenaw County Clerk/Registrar

74

EXHIBIT A

Parcel ID #	Address	Legal Description
K-11-02-373-047	599 E. Grand Blvd., Ypsilanti, MI 48198	YP#58-113B LOT 115-EAST PARK SUB.
K-11-02-375-005	N. Ford Blvd., Ypsilanti, MI 48198	YP# 58-243 LOT 243, EXCEPT W 20 FT, ALSO S 10 FT OF E 123.6 FT OF LOT 244EAST PARK SUBDIVISION.
K-11-02-381-012	Jerome Ave., Ypsilanti, MI 48198	YP#76-199 LOT 199 LAY GARDEN SUBDIVISION.
K-11-02-381-013	101 Lamay Ave., Ypsilanti, MI 48198	YP#76-212 LOT 212 LAY GARDEN SUB.
K-11-02-457-007	Broadmoor Ave., Ypsilanti, MI 48198	YP# 55-31 LOT 445 DEVONSHIRE SUBDIVISION NO. 4.
K-11-02-457-008	Lakewood Ave., Ypsilanti, MI 48198	YP# 55-20 LOT 435 DEVONSHIRE SUBDIVISION NO. 4.
K-11-02-457-009	Lakewood Ave., Ypsilanti, MI 48198	YP# 55-21 LOT 436 DEVONSHIRE SUBDIVISION NO. 4.
K-11-10-180-005	116 S. Harris Rd., Ypsilanti, MI 48198	YP#107-26 LOT 26 YPSI LITTLE FARMS SUBD'N.
K-11-10-386-023	855 Auburndale Ave., Ypsilanti, MI 48198	YP# 93-25 LOT 158 STURTEVANT MANOR SUBDIVISION NO. 1.
K-11-10-480-020	S. Harris Rd., Ypsilanti, MI 48198	YP#74-302-304 LOTS 302 - 304 INCL. EXC THE E 27 FEET LAPHAM & HOWE'S YPSI MANORSUBDIVISION. (PER CED, PROPERTY IS LANDLOCKED AND UNBUILDABLE)
K-11-10-480-021	S. Harris Rd., Ypsilanti, MI 48198	YP#74-305-308 LOTS 305 - 308 INCL. EXC THE E 27 FEET LAPHAM & HOWE'S YPSI MANORSUBDIVISION. (PER CED, PROPERTY IS LANDLOCKED AND UNBUILDABLE)
K-11-10-480-022	S. Harris Rd., Ypsilanti, MI 48198	YP#74-309 LOTS 309 -314 INCL. EXC THE E 17 FEET LAPHAM & HOWE'S YPSI MANORSUBDIVISION. (PER CED, PROPERTY IS LANDLOCKED AND UNBUILDABLE)
K-11-11-242-026	Devonshire Rd., Ypsilanti, MI 48198	YP51-38 LOT 38 DEVONSHIRE SUB.
K-11-11-332-028	Greenlawn St., Ypsilanti, MI 48198	LOT 118 EAST LAWN SUBDIVISION. SPLIT ON 06/04/2004 FROM K -11-11-332-011;
K-11-11-332-029	Greenlawn St., Ypsilanti, MI 48198	LOT 117 EAST LAWN SUBDIVISION. SPLIT ON 06/04/2004 FROM K -11-11-332-011;
K-11-11-430-009	I-94 Service Dr., Ypsilanti, MI 48198	YP#11-34 LOT 22, UNRECORDED PLAT, DESC AS FOLLOWS, COM AT 5 1/4 POST OF SEC, TH N 89 DEG 47' E 409.31 FT IN THE S LINE OF SEC, TH N 0 DEG 09' W 2307.32 FT, TH N 62 DEG 21' 45" E 473.46 FT FOR A PL OF BEG, TH N 62 DEG 21' 45" E 78.91 FT, TH S 0 DEG 09' E 301.60 FT, TH S 89 DEG 47' W 70 FT, TH N 0 DEG 09' W 265.36 FT TO THE PL OF BEG, BEING A PART OF W 1/2 OF SE 1/4 SEC. 11 T3S R7E.
K-11-13-331-002	Watson St., Ypsilanti, MI 48198	YP#104-1485 LOTS 1805 - 1806 INCL. WATSONIA PARK SUBDIVISION.

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
WASHTENAW COUNTY TREASURE	CHARTER TOWNSHIP OF YPSIL	0	12/28/2011	QC	NOT USED	L 4881 P 200	DEED	100.0
WASHTENAW COUNTY TREASURE	WALTKE, HENRY	17,500	08/04/2006	QC	NOT USED	4578/784	PTA	100.0
JIBSON, JEROME	PRIASE HIM PROPERTIES	18,900	10/23/2001	WD	ARMS LENGTH	4063/966	OTH	100.0

Property Address	Class: EXEMPT COUNTY, CI	Zoning: I1 LI	Building Permit(s)	Date	Number	Status
------------------	--------------------------	---------------	--------------------	------	--------	--------

29 BROADMOOR AVE	School: YPSI COMM SCHOOL - WR					
	P.R.E. 0%					

Owner's Name/Address	MAP #: R 130 020 00
----------------------	---------------------

CHARTER TWP OF YPSILANTI 7200 S HURON RIVER DR YPSILANTI MI 48197	2020 Est TCV 0
---	----------------

Improved	X	Vacant	Land Value Estimates for Land Table 00900.EXEMPT - YPSILANTI TWP 900
----------	---	--------	--

Public Improvements	Description	Frontage	Depth	Front	Depth	Rate %Adj.	Reason	Value
---------------------	-------------	----------	-------	-------	-------	------------	--------	-------

	Dirt Road			0.10 Acres		0	100 ADJ TO RR TRACK	0
	Gravel Road			0.10 Total Acres			Total Est. Land Value =	0

Tax Description	X	Level
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YP# 55-31 LOT 445 DEVONSHIRE SUBDIVISION NO. 4.	X	Rolling
Comments/Influences	X	Low
	X	High
	X	Landscaped
	X	Swamp
	X	Wooded
	X	Pond
	X	Waterfront
	X	Ravine
	X	Wetland
	X	Flood Plain

2017 TEMPORARY ADDRESS ASSIGNED.	X	Level
----------------------------------	---	-------

	X	Rolling
	X	Low
	X	High
	X	Landscaped
	X	Swamp
	X	Wooded
	X	Pond
	X	Waterfront
	X	Ravine
	X	Wetland
	X	Flood Plain

Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
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2020	EXEMPT	EXEMPT	EXEMPT			EXEMPT
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2019	EXEMPT	EXEMPT	EXEMPT			EXEMPT
------	--------	--------	--------	--	--	--------

2018	0	0	0			0
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2017	0	0	0			0
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Licensed To: Township of Ypsilanti, County of Washtenaw, Michigan						

*** Information herein deemed reliable but not guaranteed***						
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Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
WASHTENAW COUNTY TREASURE	CHARTER TOWNSHIP OF YPSIL	0	12/28/2011	QC	NOT USED	L 4881 P 200	DEED	100.0
PRIASE HIM PROPERTIES INC	WALTKE, HENRY	17,500	08/04/2006	QC	NOT USED	4578/784	PTA	100.0
JIBSON, JEROME	PRIASE HIM PROPERTIES	18,900	10/23/2001	WD	ARMS LENGTH	4063/966	OTH	100.0

Property Address	Class: EXEMPT COUNTY, CI	Zoning: I1 LI	Building Permit(s)	Date	Number	Status
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24 LAKEWOOD AVE	School: YPSI COMM SCHOOL - WR					
	P.R.E. 0%					

Owner's Name/Address	MAP #: R 130 012 00
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CHARTER TWP OF YPSILANTI 7200 S HURON RIVER DR YPSILANTI MI 48197	2020 Est TCV 0
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Improved	X	Vacant	Land Value Estimates for Land Table 00900.EXEMPT - YPSILANTI TWP 900
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Public Improvements	Description	Frontage	Depth	Front	Depth	Rate %Adj.	Reason	Value
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	Dirt Road			0.18 Acres		0	100 ADJ TO RR TRACK	0
	Gravel Road			0.18 Total Acres			Total Est. Land Value =	0

Tax Description	X	Level
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YP# 55-20 LOT 435 DEVONSHIRE SUBDIVISION NO. 4.	X	Rolling
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Comments/Influences	X	Low
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2017 TEMPORARY ADDRESS ASSIGNED.	X	High
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	X	Landscaped
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	X	Swamp
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	X	Wooded
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	X	Pond
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	X	Waterfront
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	X	Ravine
--	---	--------

	X	Wetland
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	X	Flood Plain
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Topography of Site	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
--------------------	------	------------	----------------	----------------	-----------------	----------------	---------------

	2020	EXEMPT	EXEMPT	EXEMPT			EXEMPT
--	------	--------	--------	--------	--	--	--------

	2019	EXEMPT	EXEMPT	EXEMPT			EXEMPT
--	------	--------	--------	--------	--	--	--------

	2018	0	0	0			0
--	------	---	---	---	--	--	---

	2017	0	0	0			0
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Licensed To: Township of Ypsilanti, County of Washtenaw, Michigan							
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*** Information herein deemed reliable but not guaranteed***

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
WASHTENAW COUNTY TREASURE	CHARTER TOWNSHIP OF YPSIL	0	12/28/2011	QC	NOT USED	L 4881 P 200	DEED	100.0
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Property Address	Class: EXEMPT COUNTY, CI	Zoning: I1 LI	Building Permit(s)	Date	Number	Status
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30 LAKEWOOD AVE	School: YPSI COMM SCHOOL - WR					
	P.R.E. 0%					

Owner's Name/Address	MAP #: R 130 013 00
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CHARTER TWP OF YPSILANTI 7200 S HURON RIVER DR YPSILANTI MI 48197	2020 Est TCV 0
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Improved	X	Vacant	Land Value Estimates for Land Table 00900.EXEMPT - YPSILANTI TWP 900
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Public Improvements	Description	Frontage	Depth	Front	Depth	Rate %Adj.	Reason	Value
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	Dirt Road			0.13 Acres		0 100		0
	Gravel Road			0.13 Total Acres		Total Est. Land Value =		0

Tax Description	X	Level
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YP# 55-21 LOT 436 DEVONSHIRE SUBDIVISION NO. 4.	X	Rolling
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Comments/Influences	X	Low
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2017 TEMPORARY ADDRESS ASSIGNED.	X	High
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	X	Landscaped
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	X	Swamp
--	---	-------

	X	Wooded
--	---	--------

	X	Pond
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	X	Waterfront
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	X	Ravine
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	X	Wetland
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	X	Flood Plain
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Topography of Site	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
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	2020	EXEMPT	EXEMPT	EXEMPT			EXEMPT
--	------	--------	--------	--------	--	--	--------

	2019	EXEMPT	EXEMPT	EXEMPT			EXEMPT
--	------	--------	--------	--------	--	--	--------

	2018	0	0	0			0
--	------	---	---	---	--	--	---

	2017	0	0	0			0
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The Equalizer. Copyright (c) 1999 - 2009.							
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Licensed To: Township of Ypsilanti, County of Washtenaw, Michigan							
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*** Information herein deemed reliable but not guaranteed***

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-
WILLIAMS JIMMIE



Charter Township of Ypsilanti
Hydro Station

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

www.ytown.org

MEMORANDUM

TO: Board of Trustees

FROM: Michael Saranen, Operation Manager

DATE: April 8, 2020

RE: Request to waive financial policy under a single source provider for a General Service Agreement to UIS, of Dexter Michigan, to provide preventative and emergency services to the Hydro Station on as needed basis.

I am asking to Board to waive the financial policy and approve UIS as a single source provider for preventative and emergency services for the Hydro on as "As Needed Basis" to prevent and reduce downtime.

The Hydro Station is a fully operational power generation facility providing renewable electricity equivalent to 1,000 residential homes. As a 24 hour operation, downtime is an undesirable but a necessity. In some cases, maintenance pre-planning is not always a luxury we have. By having a general service agreement this will make it easier to get timely service.

UIS is a local company with experience in dam operation & logistics and has supplies similar services on dams in Ann Arbor Michigan.

Services

- Electrical Testing and Repair
- Protective Relay Testing and Calibration
- PLC/SCADA Programming and Maintenance
- Instrumentation Wiring Repair & Modification

This agreement is "As Needed Basis" with no annual fee

Please place this item on the next available Board Meeting agenda under New Business



Date April 7, 2020	To Michael Saranen
Description Rate Quote for Work at the Hydro	Ypsilanti Township
Quote # 200230R2	7200 South Huron Dr
Estimator Ken Wesley	Ypsilanti, MI 48197
Email ken.wesley@uiscorp.com	

Scope of Work	Cost
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UIS SCADA, Inc. - Rates in effect July 1, 2019 - June 30, 2020:				
Rate Type	Definition	Instrumentation Tech/Per Hour	Programming Per Hour	NETA Test Technician
Regular Time	Monday through Friday 8 hours work between the hours of 7 a.m. and 4:30 p.m.	\$165.00	\$170.00	\$165.00
Overtime	Monday through Friday 4:31 p.m. to 10 p.m. Or Saturday 8 a.m. through 4:30 p.m.	\$205.00	\$205.00	\$206.00
Premium Time	Hours outside of those listed above	\$235.00	\$235.00	\$248.00
Holidays	New Year's Day, Memorial Day, 4 th of July, Labor Day, Thanksgiving, Christmas	\$235.00	\$235.00	\$248.00

Total \$0.00

UIS SCADA Approved by 

Date April 7, 2020

Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.
 Our price is valid for thirty (30) days, after which time UIS SCADA reserves the right to review and modify any and all portions of its proposal.
 This proposal contains pricing and other information confidential and proprietary to UIS SCADA, and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

1 Offer

These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

2 Acceptance

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

UIS Group of Companies
 2290 Bishop Circle East
 Dexter, MI 48130
 (734) 424-1200

Utilities Instrumentation Service
 UIS SCADA
 UIS Renewable Power

3. Prices

Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes.

4. Payment Terms

Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (45) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

5. Shipping and Delivery

All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferral or cancellation.

6. Proprietary Materials

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

8. Design

Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

9. Warranty

(a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

10. Liability Limitation

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

11. Termination

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

12. Right of Entry

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

13. Force Majeure

Seller shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, acts of terrorism or war, or acts by third parties, failure of Purchaser to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Seller's obligations under the Order Confirmation and any related purchase order shall be suspended and Seller shall not have any obligation to provide Purchaser with Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Services, nor shall Seller be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

14. Employee Solicitation

Employee Solicitation. Purchaser agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Seller directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Seller regardless of the circumstances surrounding employee's cause of termination of employment.

15. Indemnification

Purchaser holds harmless, indemnifies, and will defend Seller and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, or fines including attorney's fees and expenses to the extent directly or indirectly caused by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the contract between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Seller's negligence. Liability per above is not limited by limits of workers compensation coverage. Nothing herein shall be construed to waive, limit or restrict any Governmental Immunity defence available to the contractor (Ypsilanti Township).

16. Waiver

Waiver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

17. Survival

These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order

18. Entire Agreement

The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Seller.

19. Applicable Laws

Unless otherwise specified, the laws of the State of Michigan, except for its choice of laws provisions, shall govern these Terms.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2020

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

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

PRODUCER Hylant - Ann Arbor 24 Frank Lloyd Wright Drive, Suite J4100 Ann Arbor MI 48105	CONTACT NAME: PHONE (A/C. No. Ext): 734-741-0044		FAX (A/C. No.):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Gemini Insurance Company			10833
INSURER B : Endurance American Specialty Ins Co			41718
INSURER C : National Trust Insurance Co			20141
INSURER D : Accident Fund National Ins Co			12305
INSURER E : RSUI Indemnity Co			22314
INSURER F : ACE American Insurance Co			22667

COVERAGES **CERTIFICATE NUMBER:** 1263714118 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VMGP003607	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 25,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA100025720	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ELD10007305904	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV6144722	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella			NHA086441	6/1/2019	6/1/2020	Limit 5,000,000
F	Cyber Liability			D94842384	6/13/2019	6/1/2020	Limit 2,000,000

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

Job - General Service Agreement
 Additional Insured with regard to the General Liability, as required by written contract - the Charter Township of Ypsilanti and its past, present, and future elected officials, appointed commissions and boards, agents and employees.

CERTIFICATE HOLDER**CANCELLATION**

Charter Township of Ypsilanti
 7200 S. Huron River Drive
 Ypsilanti MI 48197

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

AUTHORIZED REPRESENTATIVE

Judith K. Wilson

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Named Insured Schedule:

Utilities Instrumentation Service, Inc.

UIS SCADA, Inc.

UIS Renewable Power, Inc.

UIS Holdings, Inc.

CTC Engineering, Inc.

UIS Real Estate, Inc.

Utilities Instrumentation Service – Ohio, LLC

Utilities Instrumentation Service, Inc. dba UIS Electrical Studies

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-
WILLIAMS JIMMIE



Charter Township of Ypsilanti
Hydro Station

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

www.ytown.org

MEMORANDUM

TO: Board of Trustees

FROM: Michael Saranen, Operation Manager

DATE: March 12, 2020

RE: Request to waive financial policy under a single source provider and approve UIS, of Dexter Michigan, to provide Services to replace the existing Programmable Logic Controller (PLC) at the Hydro Station in the amount not to exceed \$ 54,045.00 to be charged to 252.252.000.976.000.

I am asking to Board to waive the financial policy and approve UIS as a single source to provide Services for replacing the obsolete PLC at the Hydro Station in the amount of \$54,045.00.

The Hydro Station's operation utilizes a PLC to control the hydro generators. The PLC was added during the 1980s. In addition, to the PLC replacement the work includes replacing the current computer interface with improved safety and security features.

I request we use UIS for this work. UIS is a local company with experience in dam operation logistics and has completed similar work on local dams in Ann Arbor.

This is a budgeted item for 2020 in line item 252.252.000.976.000

Please place this item on the next available Board Meeting agenda under New Business.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-
WILLIAMS JIMMIE



Charter Township of Ypsilanti
Hydro Station

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

www.ytown.org

MEMORANDUM

TO: Contractor

FROM: Michael Saranen, Operation Manager

DATE: January, 2020

RE: PLC Replacement Scope

Remove the existing Allen Bradley PLC and HMIs.

Furnish and install

- (1) Allen Bradley Compact Logix PLC with necessary I/O to upgrade the existing PLC5.
- (1) Dell Opti Plex computer with 24" monitor, key board, mouse, and sound bar

Furnish and

- (1) industrial computer with 24" panel mount monitor, wireless key board and mouse to
- (2) new speed pickup sensors and two new frequency converters.

Furnish

- (2) VT SCADA 5K tag HMI licensees, one for the Dell computer and one for the industrial computer.

- (1) Provide necessary PLC and VT SCADA programming to replace the existing PLC5 and Allen Bradley OIT and;

Operating two (2) VT SCADA licenses with provide redundant backup of the HMI application.

Provide

- Necessary startup and training services.
- Necessary drawings of the new PLC I/O.



Date	March 6, 2020	Customer	Ypsilanti Charter Township	To	Michael Saranen
Description	Upgrade Hydro PLC5 and HMI				Ypsilanti Township
Quote #	200040R				7200 South Huron Dr
Estimator	Ken Wesley	Email	ken.wesley@uiscorp.com		Ypsilanti, MI 48197

Scope of Work	Cost
----------------------	-------------

Furnish and install one (1) Allen Bradley Compact Logix PLC with necessary I/O to upgrade the existing PLC5.

Furnish and install one (1) Dell Opti Plex computer with 24" monitor, USB corded key board, mouse, and sound bar to replace the existing Allen Bradley OIT.

Furnish and install one (1) industrial computer with 24" panel mount monitor, USB corded key board and mouse to replace the existing panel mount monitor located on the first floor.

Furnish two (2) VT SCADA 5K tag HMI licensees, one for the Dell computer and one for the industrial computer.

Provide the first year of VT SCADA software support; this cost is \$850.00 per year total for both licenses.

Provide two (2) days for UIS programmer to work with Township IT staff to setup network.

Provide necessary PLC and VT SCADA programming to replace the existing PLC5 and Allen Bradley OIT. Operating two (2) VT SCADA licenses will provide redundant backup of the HMI application.

Furnish and install two (2) new speed pickup sensors and two new frequency converters.

Provide necessary startup and training services.

Provide necessary drawings of the new PLC I/O.

Total \$54,045.00

UIS SCADA Approved by

Date March 6, 2020

Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.

Our price is valid for thirty (30) days, after which time UIS SCADA reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

1. Offer

These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

2. Acceptance

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

3. Prices

Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes.

4. Payment Terms.

Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency forty-five (45) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

5. Shipping and Delivery.

All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferral or cancellation.

6. Proprietary Materials.

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses.

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

8. Design.

Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

9. Warranty.

(a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

10. Liability Limitation.

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

11. Termination.

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

12. Right of Entry.

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

13. Force Majeure.

Seller shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, acts of terrorism or war, or acts by third parties, failure of Purchaser to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Seller's obligations under the Order Confirmation and any related purchase order shall be suspended and Seller shall not have any obligation to provide Purchaser with Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Services, nor shall Seller be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

14. Employee Solicitation.

Employee Solicitation. Purchaser agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Seller directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Seller regardless of the circumstances surrounding employee's cause of termination of employment.

15. Indemnification.

Purchaser holds harmless, indemnifies, and will defend Seller and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, or fines including attorney's fees and expenses to the extent directly or indirectly caused by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the contract between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Seller's negligence. Liability per above is not limited by limits of workers compensation coverage. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the contractor (Ypsilanti Township).

16. Waiver.

Waiver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

17. Survival.

These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order

18. Entire Agreement.

The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Seller.

19. Applicable Laws.

Unless otherwise specified, the laws of the State of Michigan, except for its choice of laws provisions, shall govern these Terms.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2020

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

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

PRODUCER Hylant - Ann Arbor 24 Frank Lloyd Wright Drive, Suite J4100 Ann Arbor MI 48105	CONTACT NAME: PHONE (A/C. No. Ext): 734-741-0044	FAX (A/C. No):	
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Utilities Instrumentation Service, Inc. See Named Insured Schedule 2290 Bishop Circle East Dexter MI 48130	INSURER A : Gemini Insurance Company		10833
	INSURER B : Endurance American Specialty Ins Co		41718
	INSURER C : National Trust Insurance Co		20141
	INSURER D : Accident Fund National Ins Co		12305
	INSURER E : RSUI Indemnity Co		22314
	INSURER F : ACE American Insurance Co		22667

COVERAGES

CERTIFICATE NUMBER: 1365432333

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		VMGP003607	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 25,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA100025720	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ELD10007305904	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6144722	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella			NHA086441	6/1/2019	6/1/2020	Limit 5,000,000
F	Cyber Liability			D94842384	6/13/2019	6/1/2020	Limit 2,000,000

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

Job - PLC5 Conversion w/ HMI Software
 Additional Insured with regard to the General Liability, as required by written contract - the Charter Township of Ypsilanti and its past, present, and future elected officials, appointed commissions and boards, agents and employees.

CERTIFICATE HOLDER**CANCELLATION**

Charter Township of Ypsilanti
 7200 S. Huron River Drive
 Ypsilanti MI 48197

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

AUTHORIZED REPRESENTATIVE

Judith K. Wilson

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



Charter Township of Ypsilanti


**Recreation Department/
Community Center**

2025 East Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3807
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838
ytown.org

Memorandum

To: Karen Lovejoy Roe, Ypsilanti Township Clerk

CC: Brenda Stumbo, Township Supervisor; Larry Doe, Township Treasurer;
Doug Winters, Township Attorney; Lisa Stanfield, Deputy Clerk;
Mike Hoffmeister, Residential Services Director

From: Angie Verges, Recreation Services Manager 

Date: March 23, 2020

Subject: Board Agenda Item: Approval of Agreement with the National Kidney Foundation/Enhance Fitness Program

The National Kidney Foundation offers exercise classes to the Seniors at the Community several times during the week. Their policies have changed recently and now require that an Agreement be signed by all agencies that they provide services to.

Attached is an updated Agreement from the National Kidney Foundation for your review and approval. When this agreement was initially reviewed by Attorney Winters he asked for changes. The Kidney Foundation made changes. Attached is a copy of the agreement redlined to show what was removed. A clean copy is also provide for signatures, upon approval.

Please place this item on the next available Township Board Agenda. I will be available to answer any questions.

Ypsilanti Township Recreation Department

Program: Enhance[®] Fitness

VENUE ACCESS AGREEMENT

This Venue Access Agreement ("Agreement") is dated as of the date below and is by and between The National Kidney Foundation of Michigan ("NKFM") and the Ypsilanti Township Recreation Department ("Owner"). Owner acknowledges and agrees that the person that signs this Agreement on Owner's behalf is Owner's authorized representative and NKFM's primary contact for purposes of this Agreement.

1. Venue. Owner hereby grants to NKFM the right to use the venue described in Exhibit A ("Venue"), during the time periods listed in Exhibit A and such other time periods as the parties may otherwise agree, for the purposes described in Exhibit A. Owner shall comply with the protocols and requirements described in Exhibit B, as may be updated from time to time by NKFM, and shall deliver the Venue and all related furniture, fixtures and equipment in good, clean, safe and secure order and condition.

2. Term and Termination. The term of this Agreement shall begin on the date listed below and shall automatically renew unless it is terminated earlier in accordance with its terms. Notwithstanding the foregoing, either party may terminate this Agreement at any time and for any or no reason upon ten (10) days' prior written notice to the other party. For the avoidance of doubt, the Exhibits to this Agreement shall remain in full force and effect throughout the initial term and any renewal term of this Agreement unless otherwise amended in accordance with this Agreement.

3. Equipment, Utilities, Janitorial Services and Laws. Owner shall provide NKFM use of the furniture, fixtures and equipment located in the Venue and the building in which the Venue is situated, as well as such other furniture, fixtures and equipment that are described in Exhibit B. Owner shall also provide the Venue with heat, air conditioning, cold and hot water and electricity for lighting and operation, as well as janitorial services, including trash removal. Owner shall comply with all applicable laws in connection with this Agreement and represents and warrants that it has the full right, power and authority to enter into, grant the rights and licenses and otherwise perform its obligations under this Agreement.

4. Confidentiality. All non-public, confidential or proprietary information of NKFM, its related persons or entities or its program participants is confidential and may not be disclosed or copied by Owner at any time unless authorized by NKFM in writing.

5. Financial Obligations and Liability.

(a) The parties shall comply with their financial and other obligations described in Exhibit C, which may be updated from time to time by the parties.

(b) **Hold Harmless.** Both NKFM and Owner agree to remain responsible for its own negligence, or tortuous acts, errors or omissions occurring during the terms of this Agreement, and the acts errors, or omissions of any its employees, agents or associated and affiliated entities.

Ypsilanti Township Recreation Department

Program: Enhance[®] Fitness

(c) IN NO EVENT WILL NKFM BE LIABLE TO OWNER, ANY OWNER'S PERSONNEL OR TO ANY THIRD PARTY FOR (i) ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGE OR (ii) AGGREGATE DAMAGES IN EXCESS OF \$10,000, REGARDLESS OF WHETHER ANY SUCH DAMAGE ARISES OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE OR WHETHER ANY SUCH DAMAGE WAS FORESEEABLE OR WHETHER OR NOT NKFM HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. Insurance. At all times during the term of this Agreement and for a period of two (2) years thereafter, Owner shall maintain commercial general liability insurance coverage with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of NKFM under this Agreement. Such insurance policy shall waive any right of subrogation of the insurers against NKFM, provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of NKFM shall be excess and non-contributory and name NKFM and its related persons and entities as additional insureds.

7. Intellectual Property. As between NKFM and Owner, NKFM is and shall be the sole and exclusive owner of (a) all right, title and interest in and to the program that it operates in connection with the Venue and any and all copyrights, trademarks, logos, patents, trade secrets, information, documents, data, know-how, methodologies and other materials and intellectual property rights (collectively, "Intellectual Property") related thereto; and (b) all Intellectual Property developed or acquired by NKFM prior to or independently of this Agreement. Nothing in this Agreement shall, by implication, estoppel or otherwise, grant Owner any rights in any of the foregoing, including, without limitation, any trademarks or logos, and Owner shall refrain from using the NKFM or program names or logos, or any other NKFM Intellectual Property, without first obtaining NKFM's prior written consent.

8. Miscellaneous. This Agreement, including its exhibits, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties regarding such subject matter. All notices and other communications under this Agreement must be in writing and addressed to the other party at its address set forth below. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible. Except as set forth above, no amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each party. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise. This Agreement and all matters arising out of or relating to this Agreement is governed by and is to be construed in accordance with the laws of the State of Michigan, without regard to the conflict of laws provisions thereof. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. The provisions of this Agreement that, by their nature, survive its expiration or

Ypsilanti Township Recreation Department

Program: Enhance[®] Fitness

termination, including, without limitation, Sections 4, 5, 6 and 7, shall so survive. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Ypsilanti Township Recreation Department
Program: Enhance® Fitness

This agreement shall be effective on May 1, 2020~~July 1, 2019~~ and will automatically renew annually, unless either party needs to make changes or decides to terminate the agreement. It is understood by both parties that at anytime this agreement may be terminated by written notification from either party to the other.

National Kidney Foundation of Michigan

Ypsilanti Township Recreation Department

Signature: _____

Signature: _____

Name: Charlene Cole

Name: Brenda Stumbl

Title: Vice President NKFM

Title: Ypsilanti Township Supervisor

Address: 1169 Oak Valley Drive, Ann Arbor, MI
48108

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Signature: _____

Name: Karen Lovejoy Roe

Title: Ypsilanti Township Clerk

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Ypsilanti Township Recreation Department
Program: Enhance[®] Fitness

EXHIBIT A

VENUE, TIME PERIODS, PURPOSE

Venue Description:

Ypsilanti Township Recreation Department, 2025 E. Clark Road, Ypsilanti, MI 48198

Phone Number:

Office 734-544-3838

Program Contact People:

Debbie Aue, daue@ytown.org

Angie Verges, averges@ytown.org

Purpose:

Operation of the EnhanceFitness Program.

Room where the EnhanceFitness Program will take place:

Gym

Square Footage:

62' x 26' = 1612 sq. ft.

Days/Times of the Week for EnhanceFitness Classes:

5 Classes*/week:

Monday, Wednesday, Friday 10:30 – 11:30am

Tuesday, Thursday (EF Lite) 10:30 – 11:30am* The Thursday class will end on September 26th, 2019 because of a decrease in grant funding.

1 hour each session with 15 minutes before and after for set up/take down.

* The number of days/week that classes may be offered will be dependent on funding.

Ypsilanti Township Recreation Department

Program: Enhance[®] Fitness

EXHIBIT B

OWNER REQUIREMENTS

- Provide an ADA accessible facility large enough to hold an Enhance[®] Fitness (EF) class for participants.
- Provide a chair for every participant to use during an EF class.
- Maximum number of participants in class will be: 50
- Provide an Automated External Defibrillator (AED) Machine in a location accessible to NKFM EF Instructor.
- Have a First Aid Kit available and accessible to EF instructors.
- Owner shall keep equipment cart in secure office (includes weights, CPR mask, and lockbox).
- Owner shall lock the office where equipment kept at the end of the day.
- As agreed upon between NKFM and Owner, Owner shall be responsible for loss or theft of equipment from the cart.
- Communicate with participants.
- When deemed necessary, by NKFM staff, manage the confidential collection of waivers, attendance, participant demographic data, fitness checks and health and income information as required by NKFM.
- Follow HIPAA requirements at all times when managing the collection of confidential participant information.
- Recruit participants to attend EF classes, which is inclusive for all adults with varying fitness abilities, including those with intellectual and developmental disabilities and those in wheelchairs.
- Discuss sustainability plan with NKFM, if funding was to change.
- Actively and diligently offer and promote NKFM's services and the EF program, subject to Section 7 of the Agreement.
- Carry out its obligations under the Agreement and otherwise act with a high degree of professionalism, due diligence, care and efficiency.
- Not in any manner represent that it has any ownership in NKFM's intellectual property or that of the EF program.
- Not at any time do, or cause to be done, any act or thing in any way impairing or tending to impair, or challenge the validity of, any part of NKFM's intellectual property or that of the EF program.
- Ensure that the NKFM and EF logos appear on all Owner materials that are relevant to promoting the EF program in the community. This includes brochures, promotional materials, and resource materials, as well as recognition in all media materials such as news releases, public service announcements, online and social media, and event listings.

Ypsilanti Township Recreation Department

Program: Enhance® Fitness

EXHIBIT C

FINANCIAL OBLIGATIONS

Renewing an EnhanceFitness (EF) at Ypsilanti Township Recreation Department at 5 classes/week:

Value: \$14,800

Cost to Ypsilanti Township Recreation Department (Owner): \$Zero.

Owner agrees to:

- Host four EF classes per week for 49-50 weeks per year**.
- No EF classes will be held during the 2-3 week period of the winter holidays. (Verify holiday dates with EF Coordinator by October 1st).
- Notify NKFM in a timely manner if classes must be cancelled or postponed for any reason.
- Notify NKFM the first of the calendar year for annual scheduled closures, such as holidays, voting, other events.
- Assist with secure storage of EF participant donations until they can be sent to NKFM.

The National Kidney Foundation of Michigan (NKFM) agrees to:

- Schedule, pay, and provide oversight to NKFM EF Instructors as funding is available.
- Provide NKFM EF Staff Coordinator support (~1 day/month).
- Provide data management and reports.
- Obtain EF license from Sound Generations.
- Includes training/mentoring of new EF Instructors, if needed.
- Collect participant donations to help sustain the program.
- Seek grant funding to aid in the sustainability of the program.
- Obtain liability insurance.

The parties shall comply with their financial and other obligations described in Exhibit C, which may be updated from time to time by the parties.

National Kidney Foundation of Michigan

Ypsilanti Township Recreation Department

Signature: _____

Signature: _____

Name: Charlene Cole

Name: Brenda Stumbl

Title: Ypsilanti Township Supervisor

Title: Vice President NKFM

Signature: _____

Name: Karen Lovejoy Roe

Address: 1169 Oak Valley Drive, Ann Arbor, MI 48108

Title: Ypsilanti Township Clerk

Date: _____

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Date: _____

**classes may be cancelled for public health concerns, inclement weather, or upon unforeseen circumstances.

Ypsilanti Township Recreation Department

Program: Enhance® Fitness

VENUE ACCESS AGREEMENT

This Venue Access Agreement ("Agreement") is dated as of the date below and is by and between The National Kidney Foundation of Michigan ("NKFM") and the Ypsilanti Township Recreation Department ("Owner"). Owner acknowledges and agrees that the person that signs this Agreement on Owner's behalf is Owner's authorized representative and NKFM's primary contact for purposes of this Agreement.

1. Venue. Owner hereby grants to NKFM the right to use the venue described in Exhibit A ("Venue"), during the time periods listed in Exhibit A and such other time periods as the parties may otherwise agree, for the purposes described in Exhibit A. Owner shall comply with the protocols and requirements described in Exhibit B, as may be updated from time to time by NKFM, and shall deliver the Venue and all related furniture, fixtures and equipment in good, clean, safe and secure order and condition.

2. Term and Termination. The term of this Agreement shall begin on the date listed below and shall automatically renew unless it is terminated earlier in accordance with its terms. Notwithstanding the foregoing, either party may terminate this Agreement at any time and for any or no reason upon ten (10) days' prior written notice to the other party. For the avoidance of doubt, the Exhibits to this Agreement shall remain in full force and effect throughout the initial term and any renewal term of this Agreement unless otherwise amended in accordance with this Agreement.

3. Equipment, Utilities, Janitorial Services and Laws. Owner shall provide NKFM use of the furniture, fixtures and equipment located in the Venue and the building in which the Venue is situated, as well as such other furniture, fixtures and equipment that are described in Exhibit B. Owner shall also provide the Venue with heat, air conditioning, cold and hot water and electricity for lighting and operation, as well as janitorial services, including trash removal. Owner shall comply with all applicable laws in connection with this Agreement and represents and warrants that it has the full right, power and authority to enter into, grant the rights and licenses and otherwise perform its obligations under this Agreement.

4. Confidentiality. All non-public, confidential or proprietary information of NKFM, its related persons or entities or its program participants is confidential and may not be disclosed or copied by Owner at any time unless authorized by NKFM in writing.

5. Financial Obligations and Liability.

(a) The parties shall comply with their financial and other obligations described in Exhibit C, which may be updated from time to time by the parties.

~~(b) Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party and its Affiliates with respect to all liability, loss, damage, claims, actions, and expenses (including attorneys' fees) based upon or arising out of (a) property damage or personal injury, including death, directly caused by or sustained in connection with the Indemnifying Party's performance of the Services or any activities of the Indemnifying Party in connection therewith; (b) any failure by the~~

Ypsilanti Township Recreation Department

Program: Enhance[®] Fitness

~~Indemnifying Party to perform its obligation under this Agreement; or (c) any breach of any warranty or representation made by Indemnifying Party in this Agreement.~~

Hold Harmless. Both NKFM and Owner agree to remain responsible for its own negligence, or tortuous acts, errors or omissions occurring during the terms of this Agreement, and the acts errors, or omissions of any its employees, agents or associated and affiliated entities.

(c) IN NO EVENT WILL NKFM BE LIABLE TO OWNER, ANY OWNER'S PERSONNEL OR TO ANY THIRD PARTY FOR (i) ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGE OR (ii) AGGREGATE DAMAGES IN EXCESS OF \$10,000, REGARDLESS OF WHETHER ANY SUCH DAMAGE ARISES OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE OR WHETHER ANY SUCH DAMAGE WAS FORESEEABLE OR WHETHER OR NOT NKFM HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. Insurance. At all times during the term of this Agreement and for a period of two (2) years thereafter, Owner shall maintain commercial general liability insurance coverage with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of NKFM under this Agreement. Such insurance policy shall waive any right of subrogation of the insurers against NKFM, provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of NKFM shall be excess and non-contributory and name NKFM and its related persons and entities as additional insureds.

7. Intellectual Property. As between NKFM and Owner, NKFM is and shall be the sole and exclusive owner of (a) all right, title and interest in and to the program that it operates in connection with the Venue and any and all copyrights, trademarks, logos, patents, trade secrets, information, documents, data, know-how, methodologies and other materials and intellectual property rights (collectively, "Intellectual Property") related thereto; and (b) all Intellectual Property developed or acquired by NKFM prior to or independently of this Agreement. Nothing in this Agreement shall, by implication, estoppel or otherwise, grant Owner any rights in any of the foregoing, including, without limitation, any trademarks or logos, and Owner shall refrain from using the NKFM or program names or logos, or any other NKFM Intellectual Property, without first obtaining NKFM's prior written consent.

8. Miscellaneous. This Agreement, including its exhibits, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties regarding such subject matter. All notices and other communications under this Agreement must be in writing and addressed to the other party at its address set forth below. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible. Except as set forth above, no amendment to or modification of this Agreement is effective unless it is in writing, identified as an

Ypsilanti Township Recreation Department

Program: Enhance® Fitness

amendment to this Agreement and signed by each party. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise. This Agreement and all matters arising out of or relating to this Agreement is governed by and is to be construed in accordance with the laws of the State of Michigan, without regard to the conflict of laws provisions thereof. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. The provisions of this Agreement that, by their nature, survive its expiration or termination, including, without limitation, Sections 4, 5, 6 and 7, shall so survive. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Ypsilanti Township Recreation Department

Program: Enhance® Fitness

This agreement shall be effective on ~~July 1, 2019~~ May 1, 2020 and will automatically renew annually, unless either party needs to make changes or decides to terminate the agreement. It is understood by both parties that at anytime this agreement may be terminated by written notification from either party to the other.

National Kidney Foundation of Michigan

Ypsilanti Township Recreation Department

Signature: _____

Signature: _____

Name: Charlene Cole

Name: Brenda Stumbl

Title: Vice President NKFM

Title: Ypsilanti Township Supervisor

Address: 1169 Oak Valley Drive, Ann Arbor, MI
48108

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Signature: _____

Name: Karen Lovejoy Roe

Title: Ypsilanti Township Clerk

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Ypsilanti Township Recreation Department
Program: Enhance® Fitness

EXHIBIT A

VENUE, TIME PERIODS, PURPOSE

Venue Description:

Ypsilanti Township Recreation Department, 2025 E. Clark Road, Ypsilanti, MI 48198

Phone Number:

Office 734-544-3838

Program Contact People:

Debbie Aue, daue@ytown.org

Angie Verges, averges@ytown.org

Purpose:

Operation of the EnhanceFitness Program.

Room where the EnhanceFitness Program will take place:

Gym

Square Footage:

62' x 26' = 1612 sq. ft.

Days/Times of the Week for EnhanceFitness Classes:

5 Classes*/week:

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1 hour each session with 15 minutes before and after for set up/take down.

* The number of days/week that classes may be offered will be dependent on funding.

Ypsilanti Township Recreation Department

Program: Enhance[®] Fitness

EXHIBIT B

OWNER REQUIREMENTS

- Provide an ADA accessible facility large enough to hold an Enhance[®] Fitness (EF) class for participants.
- Provide a chair for every participant to use during an EF class.
- Maximum number of participants in class will be: 50
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- Communicate with participants.
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- Discuss sustainability plan with NKFM, if funding was to change.
- Actively and diligently offer and promote NKFM's services and the EF program, subject to Section 7 of the Agreement.
- Carry out its obligations under the Agreement and otherwise act with a high degree of professionalism, due diligence, care and efficiency.
- Not in any manner represent that it has any ownership in NKFM's intellectual property or that of the EF program.
- Not at any time do, or cause to be done, any act or thing in any way impairing or tending to impair, or challenge the validity of, any part of NKFM's intellectual property or that of the EF program.
- Ensure that the NKFM and EF logos appear on all Owner materials that are relevant to promoting the EF program in the community. This includes brochures, promotional materials, and resource materials, as well as recognition in all media materials such as news releases, public service announcements, online and social media, and event listings.

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



Recreation Department/
Community Center

2025 East Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3807
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838
ytown.org

Charter Township of Ypsilanti

Memorandum

To: Karen Lovejoy Roe, Ypsilanti Township Clerk

CC: Brenda Stumbo, Township Supervisor; Larry Doe, Township Treasurer; Doug Winters, Township Attorney; Lisa Stanfield, Deputy Clerk; Mike Hoffmeister, Residential Services Director

From: Angie Verges, Recreation Services Manager

Date: March 26, 2020

Subject: Board Agenda Item: Approval of Agreement with the Washtenaw County Senior Nutrition Program

The Washtenaw County Nutrition Program provides daily lunches to the Seniors at our Community Center. The County provided an Agreement for review and signing. This Agreement was presented on a previous Board agenda.

When this agreement was initially reviewed by Attorney Winters he asked for changes/clarity. Attached is an updated Agreement from the Washtenaw County Nutrition Program for your review and approval. Attached is a redlined copy of agreement as well as a clean copy for signatures upon approval.

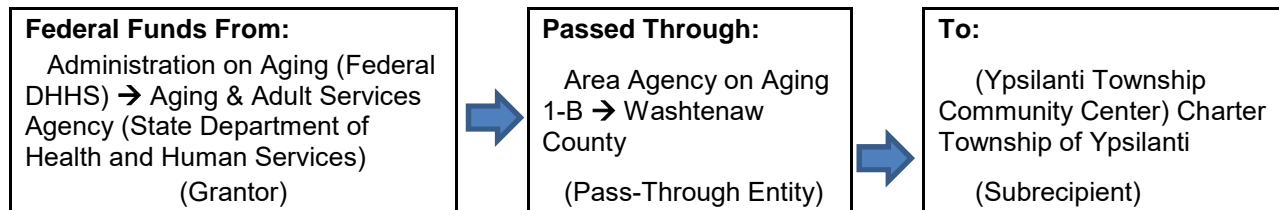
Please place this item on the next available Township Board Agenda. I will be available to answer any questions.

COUNTY OF WASHTENAW, MICHIGAN**Agreement for Subaward of Federal Financial Assistance**

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

AGREEMENT is made this 1st day of October, 2016, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, Charter Township of Ypsilanti located at 7200 S. Huron River Dr. Ypsilanti, MI 48198 (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the Washtenaw County Senior Nutrition Program as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward AgreementARTICLE I – REQUIRED DATA ELEMENTS

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

Subrecipient Name (must match registered name in DUNS)	Ypsilanti Township Community Center:Charter Twp. of Ypsilanti
Subrecipient DUNS Number	_07-839-9060
Federal Award Identification Number (FAIN)	17-9052-CH
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	10/1/2016
Subaward Period of Performance (start and end date)	10/1/2016-09/30/2017
Amount of Federal Funds Obligated by this Agreement	\$761,979

Total Amount of Federal Funds Obligated to the Subrecipient	\$16,000
Total Amount of the Federal Award	\$761,979
Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	Programs must provide an appropriate meal, which complies with the current Dietary Guidelines for Americans and provides one-third of the Dietary Reference Intakes (DRI). Meals must be provided to eligible people aged 60 and over and their spouses or caretakers. Local projects may also provide nutrition education, nutrition counseling and other nutrition services, as appropriate, based on the needs of meal participants.
Name of Federal Awarding Agency	Departmental of Health & Human Services
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Moonson River Eninsche, eninschem@ewashtenaw.org , 734-544-3006
CFDA Number and Name	93.045; Special Programs for the Aging_ Title III, Part C_ Nutrition Services
Is this Subaward for Research and Development? (answer Yes or No)	NO
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	NA

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

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will be responsible for administering senior nutrition services in a lawful and proper manner as detailed in:

- Attachment A-CONG, Delivering congregate meal services to qualifying Washtenaw County residents as outlined in the “AAA 1-B Request for Proposals and Operating Standards Manual FY 2017- 2019” published by the Area Agency on Aging 1-B.

Upon completion of the above services and submission of quarterly invoices, the County will pay the Contractor an annual amount not to exceed \$16,000.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

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

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

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

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

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

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to the Office of Community & Economic Development Director and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports monthly to the designated Human Services Specialist. The Subrecipient shall submit monthly programmatic reports to the designated Human Services Specialist.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

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

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

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

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

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

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

Section 10 - The Subrecipient shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement.

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

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

ARTICLE V - TERM

This agreement begins on 10/1/2016 and ends on 09/30/2017 *with an option to extend an additional 2_ year(s)*. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

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

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

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

Section 4 - The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid

solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

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

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

ARTICLE VII – SUSPENSION OF FUNDING

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

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

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

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

ARTICLE VIII- PERSONNEL

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

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

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

ARTICLE IX-INDEPENDENT CONTRACTOR

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

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

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

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

ARTICLE XI- INSURANCE REQUIREMENTS

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

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

additional insured on automobile liability policy with respect to the services provided under this contract.

4. Fidelity Bonding covering employee theft from employer.
5. Third Party Fidelity (Crime Bond) with a minimum of \$50,000, covering employee theft from participant.

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

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

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

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

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

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

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

ARTICLE XIV - CONTINGENT FEES

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

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$12.93 per hour with benefits or \$14.43 per hour without benefits. Agreementor agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2017 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

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

ARTICLE XVIII - TERMINATION OF AGREEMENT

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

ARTICLE XIX - EQUAL ACCESS

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

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XXI - PAYROLL TAXES

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

ARTICLE XXII - PRACTICE AND ETHICS

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

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

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

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of

address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

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

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

ARTICLE XXV - EXTENT OF AGREEMENT

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

ARTICLE XXVI – PRIVACY / THIRD PARTIES

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

ARTICLE XXVII - SEVERABILITY

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

ARTICLE XXVIII - NOTICES

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

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

ATTESTED TO:

WASHTENAW COUNTY (Pass-Through Entity)

By: _____

By: _____

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT: Ypsilanti Twp. Community Center:Charter Twp. of Ypsilanti

By: _____
Andrea Plevak (DATE)
Interim Director
Office of Community & Economic
Development

BY: _____ (DATE)

APPROVED AS TO FORM:

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

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.
18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Signature of Subrecipient's Authorized Representative

Date Submitted

Ypsilanti Twp. Community Center:Charter
Township of Ypsilanti
Name of Subrecipient Organization

Title of Subrecipient's Authorized Representative

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from covered transactions by any Federal department or agency;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Charter Township of Ypsilanti
Name of Subrecipient Organization

Printed Name and Title of Subrecipient's Authorized Representative

Signature of Subrecipient's Authorized Representative

Date

Subrecipient Audit Certification

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

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

Program: Washtenaw County Senior Nutrition Community Site

CFDA Number: 93.045

Subrecipient Information:

Organization Name: Charter Township of Ypsilanti

Street Address: 7200 S. Huron River Dr. Ypsilanti, MI 48198

City, State, Zip Code

Independent Audit Firm: _____

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

(Check appropriate box):

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

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

Signature of Subrecipient's Authorized Representative

Date

For Washtenaw County Use Only

Reviewed By: _____

Date: _____

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to authorize circuit court litigation to abate a public nuisance and enforce regulatory ordinances at 979 Ecorse Rd funded in the amount of \$10,000 in account 101-950.000-801.023**
Copy: McLain & Winters, Township Attorneys
Date: April 14, 2020

The Office of Community Standards has investigated and received information regarding a public nuisance at the following location and authorization is requested to engage legal services to abate said nuisance and enforce applicable regulatory ordinances.

979 ECORSE RD

This commercial property formerly known as the “Carry Dairy” convenience store is located along the M-17 Ecorse Road Corridor, which has been a focal point for land use master planning efforts over the past couple of years. Assessor records show the property is owned by a corporate entity known as Mila’s Market, LLC using the subject address for mail contact.

The current status of two buildings situated on the property is unconfirmed at this time. Efforts by OCS staff to communicate with the owner have been frustrated by mailed correspondence being returned undeliverable by the USPS at two different local addresses. I was able to make contact with the owner’s resident agent about six weeks ago by email after numerous attempts using various email addresses found on the Internet. Enclosed is a copy of email correspondence between me and the property owner’s resident agent, Ahmad Khalil of Ypsilanti Township, dated March 3, 2020. The email details efforts by OCS staff to compel the registration of the property as being vacant, only to learn from its owner that it is leased for use by a different company as a cabinet and flooring showroom. Mr. Khalil stated the buildings were not vacant, therefore I requested he have the new business owner apply for business registration subject to zoning review and building inspection. To date, neither Mr. Khalil nor anyone else has submitted an application for either of the regulatory requirements as a vacant building or a new business.

In the face of the property’s unknown status and unverified assertion that it is not vacant, now comes new information showing the property is being used to dump and openly store discarded material, which constitutes blight. Left unabated, this situation will undoubtedly

CHARTER TOWNSHIP OF YPSILANTI

grow worse in fulfillment of the Broken Window theory that states that visible signs of crime, anti-social behavior, and civil disorder create an urban environment that encourages further crime and disorder.

In an effort to learn the true status of the property and the buildings, to enforce the Township's regulatory ordinances, and to abate the instant public nuisance depicted in the photograph below, I respectfully ask you to authorize legal action in the circuit court against the property's corporate owner and its legal representative.

Thank you for your consideration.



Zimbra

mradzik@ytown.org

Re: 979 Ecorse Rd

From : Michael Radzik <mradzik@ytown.org>

Tue, Mar 03, 2020 01:43 PM

Subject : Re: 979 Ecorse Rd**To :** Alan Khalil <akhalil95@gmail.com>

Good to know, thank you. Would you please ask your tenant to submit a Business Registration application for the change of use? It will be reviewed for zoning compliance and a building inspection will be scheduled at their convenience. They can do it online here:

<https://ytown.org/businessregistration>

Thanks very much,

Michael Radzik | Director - Office of Community Standards | [Charter Township of Ypsilanti](#)
[7200 S. Huron River Drive | Ypsilanti, MI 48197](#) | Direct: (734) 544-3730 Cell: (734) 320-4705

From: "Alan Khalil" <akhalil95@gmail.com>**To:** "Michael Radzik" <mradzik@ytown.org>**Sent:** Tuesday, March 3, 2020 12:27:53 PM**Subject:** Re: 979 Ecorse Rd

I will definitely update the address sorry about that. However I would like for you guys to know it is not vacant, the store is just empty as of now but there is a lease written out and an office running out of the 2nd building, they are just working with companys to put together a showroom for cabinets/flooring in the storefront. It just takes time.

Thanks

On Tue, Mar 3, 2020 at 12:14 PM Michael Radzik <mradzik@ytown.org> wrote:

Mr. Khalil,

Our office has been attempting in good faith to serve notice of regulatory action for the property at 979 Ecorse Rd owned by Mila's Market, LLC. Our Assessor's Office records show the mailing address listed as the subject property address. Further, State of Michigan business records (see attachment) show you listed as the resident agent for the corporation using an address of 7214 Rachel Drive, Ypsilanti. Unfortunately, mail sent to both addresses is returned undeliverable.

Please update your contact information with both the state and our Assessor's Office in order to receive notices in a timely manner. We have satisfied our legal obligation by sending notices by USPS to the addresses of record, however we wish to ensure you receive the documents so you can comply with our ordinances.

Thank you for your cooperation.

Michael Radzik | Director - Office of Community Standards | [Charter Township of Ypsilanti](#)
[7200 S. Huron River Drive | Ypsilanti, MI 48197](#) | Direct: (734) 544-3730 Cell: (734) 320-4705



Charter Township of Ypsilanti



LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 802237503

[Request certificate](#)

[Return to Results](#)

[New search](#)

Summary for: MILA'S MARKET, LLC

The name of the DOMESTIC LIMITED LIABILITY COMPANY: MILA'S MARKET, LLC

Entity type: DOMESTIC LIMITED LIABILITY COMPANY

Identification Number: 802237503

Date of Organization in Michigan: 09/19/2018

Purpose: All Purpose Clause

Term: Perpetual

The name and address of the Resident Agent:

Resident Agent Name: AHMAD KHALIL
Street Address: 7214 RACHEL DRIVE
Apt/Suite/Other:
City: YPSILANTI State: MI Zip Code: 48197

Registered Office Mailing address:

P.O. Box or Street Address:
Apt/Suite/Other:
City: State: Zip Code:

Act Formed Under: 023-1993 Michigan Limited Liability Company Act

Acts Subject To: 023-1993 Michigan Limited Liability Company Act

Managed By:

Members

View filings for this business entity:

- ALL FILINGS
- ANNUAL REPORT/ANNUAL STATEMENTS
- CERTIFICATE OF CORRECTION
- CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT
- RESIGNATION OF RESIDENT AGENT
- CERTIFICATE OF ASSUMED NAME

[View filings](#)

Comments or notes associated with this business entity:

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Michael Radzik, OCS Director

Re: **Request to authorize the purchase of up to three Avigilon (3) cameras from Conti Corporation and one street light from DTE for installation at Nancy Park to enhance safety and aid law enforcement investigations; camera equipment is budgeted in account 266-301.000-977.000 not to exceed \$22,667 and annual camera operation costs are budgeted in account 266-301.000-933.020 estimated to be \$6,900; the street light purchase of \$1,958 and the annual maintenance cost of \$154 are budgeted in account 101.956.000.926.050.**

Copy: McLain & Winters, Township Attorneys

Date: April 14, 2020

The 2020 Law Enforcement budget provides funding for enhancements to the Township's Community Safety System network that are not included in special assessment districts. Account 266-301.000-977.000 and 266-301.000-933.020 are designated for this purpose.

Neighborhood street lights are budgeted in General Fund account 101.956.000.926.050.

Enclosed is a quote from Conti Corporation to add up to three (3) security cameras for Nancy Park located at 1205 Marcus Ave. Nancy Park is a 6.3 acre public recreation area owned and maintained by the Township. It is situated within the interior of the densely populated Gault Village neighborhood. Conti is the designated vendor to operate and maintain the system. The quote includes pricing for various lens configurations, with the optimum choices to be determined through field evaluation on site.

The enclosed quote includes prices for two camera lens configurations: 180°/270° coverage at \$7,495 each, and 360° coverage at \$7,677 each. I will work with our Conti representative to select the most economical configurations to provide adequate coverage of the entire park.

There are two existing street light poles on Marcus Ave that are suitable to mount cameras with permission from DTE. One additional new street light will be required on Hull Ave to illuminate and enhance safety at the pedestrian walkway entrance to the park; the Clerk's Office is handling execution of the DTE agreement for this additional light. Enclosed please find a cover letter and purchase agreement from DTE for the installation of this street light in front of 1343

CHARTER TOWNSHIP OF YPSILANTI

Hull Ave to facilitate this camera project. The purchase cost is \$1,958 with the annual estimated maintenance cost of \$154.

Comcast will absorb the cost of construction to deliver cable and modem equipment to each camera site. Annual operation and maintenance costs for Comcast Internet service and quarterly camera maintenance is budgeted in account 266-301.000-933.020.

Thank you for your consideration. Appleridge Park is also currently under review for the addition of safety cameras this year.



william.spinek@conticorporation.com
PHONE 248-953-7035
6417 Center Drive, Suite 120
Sterling Heights, Michigan 48312

April 13, 2020

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
Attn: Mike Radzik

Re: Nancy Park CCTV

Dear Mike,

Conti is pleased to submit our pricing for the above referenced project. Please contact me if you have any further questions regarding this proposal.

New Camera Cost – Nancy Park 180/270-degree option

1. Provide and install (2) Outdoor Avigilon Self-Learning Video Analytic Bullet Camera at the entrances of Nancy Park Entrances
2. Provide and install (2)H4A junction box
3. Provide and install (3) pole mount adapter
4. Provide and install (3) 18x16x10 NEMA 4 Enclosure with backplate
5. Provide and install (3) NEMA 4 pole mount kit
6. Provide and install (3) 100W NEMA 4 Heater
7. Provide and install (1) 9MP 180-degree or 270 – degree (TBD) Multihead camera with IR illumination ring (Location TBD)
8. Provide and install (1) Pendant wall arm mounting bracket
9. Provide and install (1) 60W PoE++ injector
10. Provide and install misc. seal-tite, conduit and banding required
11. Provide and install (3) Avigilon ACC 1 channel licenses
12. Provide and install 110 outlets in NEMA 4 with breaker and electrical wire to top of the pole for DTE connection
13. Programming Static IP address into the camera (Internet service, public Static IP and router provided by others)
14. Programming and Configuration. **(Included in above price)**

Nancy Park 180/270-degree Pricing

\$14,990.31 _____ Initial Acceptance

New Camera Cost – Nancy Park 360-degree option

1. Provide and install (2) Outdoor Avigilon Self-Learning Video Analytic Bullet Camera at the entrances of Nancy Park Entrances
2. Provide and install (2)H4A junction box
3. Provide and install (3) pole mount adapter
4. Provide and install (3) 18x16x10 NEMA 4 Enclosure with backplate
5. Provide and install (3) NEMA 4 pole mount kit
6. Provide and install (3) 100W NEMA 4 Heater
7. Provide and install (1) 12MP 360 Multihead camera with IR illumination ring (Location TBD)
8. Provide and install (1) Pendant wall arm mounting bracket
9. Provide and install (1) 60W PoE++ injector
10. Provide and install misc. seal-tite, conduit and banding required
11. Provide and install (3) Avigilon ACC 1 channel licenses

- 12. Provide and install 110 outlets in NEMA 4 with breaker and electrical wire to top of the pole for DTE connection
- 13. Programming Static IP address into the camera (Internet service, public Static IP and router provided by others)
- 14. Programming and Configuration. **(Included in above price)**

Nancy Park 360-degree Pricing

\$15,353.71 _____ Initial Acceptance

Assumptions and exclusions:

- 1. All work is to be performed with I.B.E.W. Local 58 Union Labor. All labor is quoted at straight time rates, no holiday, weekend or off shift time is quoted for this project
- 2. Only the items included within this proposal are to be provided by Conti Corporation. Any additional cameras, switches, encoders, camera licensing, or additional material requested by Charter Township of Ypsilanti will require an approved change order before that specific work can proceed.
- 3. Final power tap to pole power to be done by others and is not included

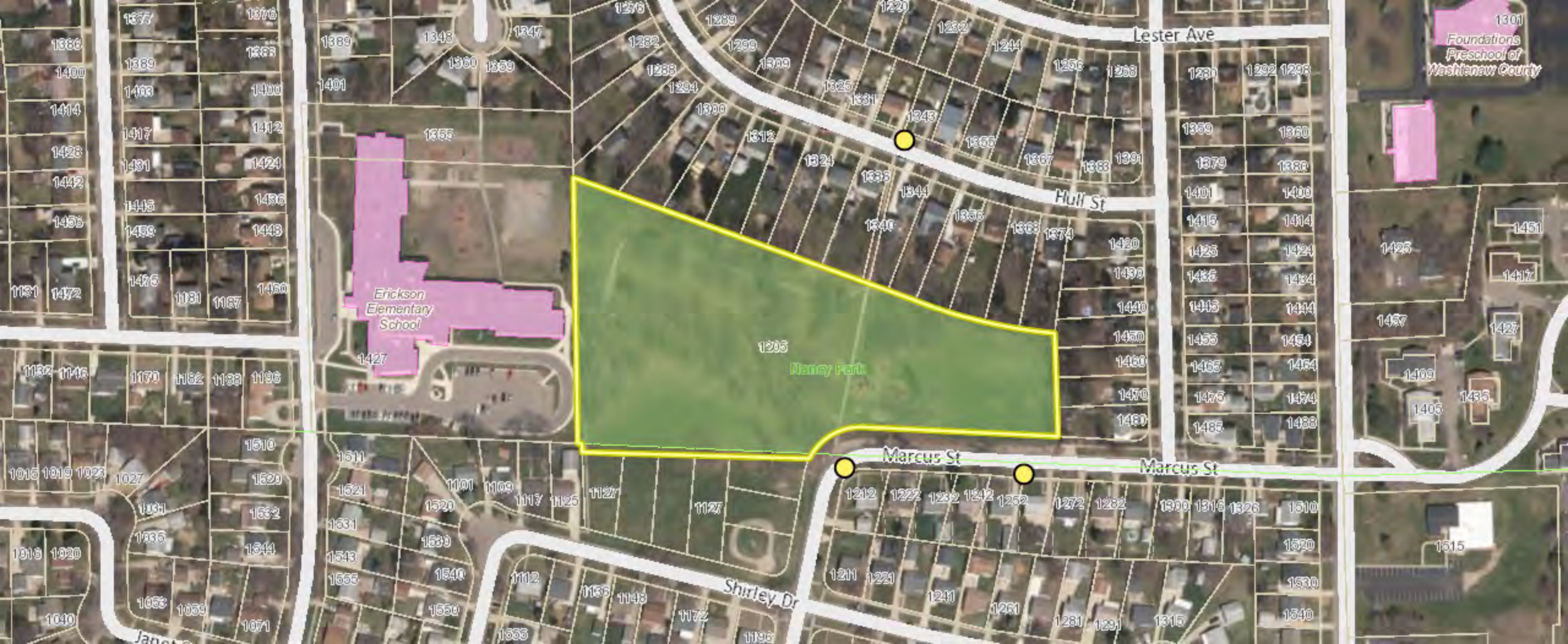
Upon proposal acceptance, we can schedule the installation for the earliest possible date.

Please contact me directly with any questions, comments or desired changes.

Gary Graves



Conti Corporation
6417 Center Drive, Suite 120
Sterling Heights, Michigan 48312



Erickson
Elementary
School

Nancy Park

Foundations
Preschool of
Washinaw County

Lester Ave

Hull St

Marcus St

Marcus St

Shirley Dr

1427

1205

1301

1230 1232 1236

1369 1360

1379 1388

1401 1400

1415 1414

1423 1424

1436 1434

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Jane



March 13, 2020

Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
Attn: Karen Lovejoy Roe

Re: Charter Township of Ypsilanti-1343 Hull Ave

Attached is the agreement for the work to be performed in the budget letter that was sent on March 13, 2020. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check or Purchase Order in the amount of **\$1,957.56** is also required at this time. Please return **BOTH** signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Upon receipt of **BOTH** signed copies (and payment), we (DTE Energy) will then sign **BOTH** copies and return **ONE** original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

Exhibit A to Master Agreement


Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of March 13, 2020 between DTE Electric Company ("Company") and the Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 7, 2018 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	56954855	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[1343 Hull Ave], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install one (1) wood pole, one (1) 6' support arm, and one (1) 58w LED with gray housing.	
5. Estimated Total Annual Lamp Charges	\$153.48	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$2,418.00
	Credit for 3 years of lamp charges:	\$460.44
	CIAC Amount (cost minus revenue)	\$1,957.56
	Credit for Post Charge, if selected	\$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$1,957.56	
9. Term of Agreement	<p>5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p> <p>If Post Charge "box" <input type="checkbox"/> is checked the Customer agrees to following term:</p> <p>10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p>	

<p>10. Does the requested Customer lighting design meet IESNA recommended practices?</p>	<p>(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices</p> <p>_____ </p>
<p>11. Customer Address for Notices:</p>	<p>Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe</p>

12. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____.
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: _____

Name: _____

Title: _____



Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

E-mailed to:
Karen Lovejoy Roe at
klovejoyroe@ytown.org
No Hard Copy to Follow

March 16, 2020

Karen Lovejoy Roe, Clark
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

RE: Public Street Light Special Assessment District for Crystal Pond

Karen,

Representing 76% (84 of 90 units) of the units in Crystal Pond, please accept this letter as our petition to establish a Special Assessment District (SAD) for public street lights through DTE Energy's Public Street Lighting Program for Crystal Pond.

We understand it is subject to final design, but our understanding is the work will involve installation of standard "Acorn-style" street lights in locations determined by DTE Energy throughout the community.

Please let me know if you need anything additional at this time. We know once the cost of the project has been determined, we will be invoiced for same.

Thank you and best regards,

Lombardo Homes



Gregory L. Windingland
Vice President of Development

C: Mike Radzik, Director – Office of Community Standards at mrادzik@ytown.org

E-mailed to:
Karen Lovejoy Roe at
klovejoyroe@ytown.org
No Hard Copy to Follow

March 16, 2020

Karen Lovejoy Roe, Clark
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

RE: Security Camera Special Assessment District for Crystal Pond

Karen,

Representing 76% (84 of 90 units) of the units in Crystal Pond, please accept this letter as our petition to establish a Special Assessment District (SAD) for security cameras for Crystal Pond.

We understand it is subject to final design, but our understanding is the work will involve installation of two new street lights and two security cameras, once each at the two Bunton Road entrances to the community.

Please let me know if you need anything additional at this time. We know once the cost of the project has been determined, we will be invoiced for same.

Thank you and best regards,

Lombardo Homes



Gregory L. Windingland
Vice President of Development

C: Mike Radzik, Director – Office of Community Standards at mradzik@ytown.org

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #4**

APRIL 21, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$103,622.00

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

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,479.00
		Net Revenues	<u><u>\$2,479.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-201-000-708.004	\$2,303.00
	FICA	101-201-000-715.000	\$176.00
		Net Expenditures	<u><u>\$2,479.00</u></u>

Request to create a new line for expenses related to obtaining supplies and equipment needed for working during the COVID-19 pandemic. We will allocate expenditures to the appropriate departments after we are through this crisis unless we are reimbursed for the purchases. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$20,000.00
		Net Revenues	<u><u>\$20,000.00</u></u>
Expenditures:	COVID-19 Supplies & Equip	101-267-000-727.300	\$20,000.00
		Net Expenditures	<u><u>\$20,000.00</u></u>

Request to increase the budget for Washtenaw County Road Commission to relocate Hewitt Road Pedestrian Crossing at Burns Avenue to Harding Avenue. This will be funded by and Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$79,185.00
		Net Revenues	<u><u>\$79,185.00</u></u>
Expenditures:	Highway & Street Construction	101-446-000-818.022	\$79,185.00
		Net Expenditures	<u><u>\$79,185.00</u></u>

Request to increase the budget for a streetlight installation at Nancy Park. This will be funded by and Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,958.00
		Net Revenues	<u><u>\$1,958.00</u></u>
Expenditures:	StreetLight Construction	101-956-000-926.050	\$1,958.00
		Net Expenditures	<u><u>\$1,958.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #4**

APRIL 21, 2020

206 - FIRE FUND

Total Increase \$30,000.00

Request to create a new line for expenses related to obtaining supplies, equipment, and quarantined lodging needed during the COVID-19 pandemic. We will see if we can get reimbursed for any of these expenditures. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$30,000.00
		Net Revenues	<u><u>\$30,000.00</u></u>
Expenditures:	COVID-19 Supplies & Equip	206-206-000-727.300	\$30,000.00
		Net Expenditures	<u><u>\$30,000.00</u></u>

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

Total Increase \$252,032.00

Request to increase budget for construction services of Best Asphalt for Phase II Grove Road Path project contingent upon Board approval. This will be funded by grant funds from Washtenaw County Parks.

Revenues:	County Grant - Connecting	212-000-000-540-200	\$228,177.00
		Net Revenues	<u><u>\$228,177.00</u></u>
Expenditures:	Capital Outlay - Pathway	212-970-000-997.007	\$228,177.00
		Net Expenditures	<u><u>\$228,177.00</u></u>

Request to increase budget for construction engineering services of OHM for the Phase II Grove Road Path project contingent upon Board Approval. This will be funded by grant funds from Washtenaw County Parks.

Revenues:	County Grant - Connecting	212-000-000-540-200	\$23,855.00
		Net Revenues	<u><u>\$23,855.00</u></u>
Expenditures:	Capital Outlay - Pathway	212-970-000-997.007	\$23,855.00
		Net Expenditures	<u><u>\$23,855.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #4**

APRIL 21, 2020

236 - 14B DISTRICT COURT FUND

Total Increase \$2,052.00

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

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$2,052.00
		Net Revenues	<u><u>\$2,052.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	236-136-000-708.004	\$1,906.00
	FICA	236-136-000-715.000	\$146.00
		Net Expenditures	<u><u>\$2,052.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$2,606.00

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

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$2,606.00
		Net Revenues	<u><u>\$2,606.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	236-136-000-708.004	\$2,421.00
	FICA	236-136-000-715.000	\$185.00
		Net Expenditures	<u><u>\$2,606.00</u></u>

Motion to Amend the 2020 Budget (#4)

Move to increase the General Fund budget by \$103,622 to \$9,595,571 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$30,000 to \$6,551,582 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$252,032 to \$2,344,721 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$2,052 to \$1,778,370 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$2,606 to \$8,122,833 and approve the department line item changes as outlined.

AUTHORIZATIONS AND BIDS

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Township Board
From: Travis McDugald, IS Manager
Re: Request to seek proposals for a Managed Detection and Response service provider also known as MDR.
Date: April 7, 2020

Data and network security breaches are very common in today's world. Both small and large organizations continue to fall victim. While the Township has yet to experience a significant network breach, we continue to be a target. The attacks come in the form of basic "flyby's" and even directly targeted attacks where the attacker does their research.

The Township deploys several layers of protection to help reduce our chances of a compromise. These protections are just that, protection. The Township lacks the proper resources and technology to effectively detect a breach.

Managed Detection and Response, (known as MDR) is a cyber-security service that detects malicious activity in your network environment and assists in response to eliminate or mitigate cyber threats. MDR services use a combination of human analysts and technology to eliminate false positives, identify real security threats, and develop incident responses in real time.

A study from IBM show the average time to identify and contain a breach is over 200 days. The services provided by a MDR can typically reduce that to hours, minimizing the impact of the event.

Some network activity statics for the Township:

- The current central log collector averages over 16 million log entries or 18 gigabytes per day. The average Board packet is 0.0408 gigabytes.
- Our current SPAM detection system show that only 30% of the email we receive is legitimate.
- 24% of all email delivery attempts are from known bad senders (These messages are dropped before we fully receive them)
- In the 1st week of March, we averaged 63,447 unsolicited firewall connections per day. (People trying to connect to our internal network)
 - Majority of "shouts in the dark" (where as they yell "Hello" and we do not reply)
 - That is 44 per minute every day.

While much collected data and logs is noise, we do not have the necessary resources to review, filter, and properly respond every day. One of the biggest concerns I have, a malicious someone being in our network for a significant amount of time and us not detecting him or her.

The threats we face from cyber-attack continue to evolve and improve. Every defense we implement someone is looking for a way around it, which is why our defenses must also evolve and improve daily.

Private businesses and other communities have contracts for these security breaches. This continues to be my number one concern for the Township.

I respectfully request the Township Board authorize Computer Support to seek proposals for a Managed Detection and Response service provider, and bring a recommendation back to the Board for consideration.

Thank you for your consideration.

Travis McDugald
IS Manager, Charter Township of Ypsilanti

Charter Township of Ypsilanti



RFP-2020-03-MDR

Managed Detection and Response

Abstract

The Charter Township of Ypsilanti is soliciting proposals from qualified organizations to provide Managed Detection and Response services for our IT Infrastructure.

Charter Township of Ypsilanti
rfp@ytown.org

Form A - Project Bid Dates and Contacts

Issue Date:	TBD
Mandatory Pre-Bid Meeting:	None
Pre-Bid Question Deadline:	No Questions Permitted
Bid Deadline:	TBD Ypsilanti Township - Clerks Office RFP-2020-03-MDR 7200 South Huron River Drive Ypsilanti, MI 48197
Bid Opening:	TBD Ypsilanti Township 1 st Floor Conference Room 7200 South Huron River Drive Ypsilanti, MI 48197
Project Coordinator:	Travis McDugald IS Manager rfp@ytown.org
Bid Format	1 Paper or 1 Electronic
Bid Bond	Not Required.

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Advertisement for Bids

The Charter Township of Ypsilanti is accepting sealed proposals from qualified Security Consultants (“Bidder” or “Consultant” or “Firm” or Respondent”), to provide Managed Threat Detection and Response services for the Township IT infrastructure. Bid documents may be found at <http://ytown.org/public-bid-postings>.

General conditions of bidding and terms of contact

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

1. Bidding

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

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

- 1.10. **Alternates** - Bid request and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.11. **Descriptions** - Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is a minimum standard that will be accepted.
- 1.12. **Bid Alterations** - Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.13. **Tax Exempt Status** - The Charter Township of Ypsilanti is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.14. **Delivery** - The Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 12 p.m and 1 p.m to 4p.m. Monday-Friday. Township does not have a loading dock, lift gates may be required.
- 1.15. **Quantities** - Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.16. **Bid Award** - Award of contract shall be made to the lowest responsible Bidder or to the Bidder who provides goods or services at the best value for the municipality. The Charter Township of Ypsilanti reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Charter Township of Ypsilanti reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Charter Township of Ypsilanti. The Charter Township of Ypsilanti reserves the right to award based upon individual line items, sections or total bid.
- 1.17. **Best Value** - In determining best value, Charter Township of Ypsilanti may consider: 1) purchase price; 2) reputation of the Bidder and of the Bidder's goods or services; 3) quality of

the Bidder's goods or services; 4) extent to which the goods or services meet the Charter Township of Ypsilanti's needs; 5) Bidder's past relationship with the Charter Township of Ypsilanti; 6) total long-term cost to the Charter Township of Ypsilanti to acquire the Bidder's goods or services; and 7) any relevant criteria specifically listed in this document.

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

with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of Bidder, Charter Township of Ypsilanti may request recent financial statements or a statement of net worth.

- 1.25. **Proprietary Data** - Bidder may, by written request, clearly indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the Bidder. Charter Township of Ypsilanti will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Michigan Public Information Act.
- 1.26. **Non-Iran Linked Business** - By signing the bid Form D, you certify and agree on behalf of the company submitting this bid that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012.

2. Performance

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

contractor, agents or employee.

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

3. Purchase Orders and Payment

- 3.1. **Purchase Orders** – A purchase order(s) shall be generated by the Charter Township of Ypsilanti to the successful Contractor. The purchase order number must appear on all itemized invoices and packing slips. The Charter Township of Ypsilanti will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the project coordinator for which a valid invoice has been received.
- 3.2. **Invoices** - All invoices shall be under terms of net thirty (30) days unless otherwise agreed upon by seller and Charter Township of Ypsilanti.
- 3.3. **Payment Draws** – Request for payments prior to project completion may be negotiated during the contract term. The Charter Township of Ypsilanti reserves the right to deny any payment draw requests for any reason.

4. Contract

- 4.1. **Contract Definition** - The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the Charter Township of Ypsilanti, shall constitute a contract equally binding between the successful Bidder and Charter Township of Ypsilanti.
- 4.2. **Contract Agreement** - Once a contract is awarded, the service offered by the successful Bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue until the work is completed.
- 4.3. **Change Order** - No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the Charter Township of Ypsilanti. No change order will be binding unless signed by an authorized representative of the Charter Township of Ypsilanti and the Contractor.
- 4.4. **Price Redetermination** - All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Contractor's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. Charter Township of Ypsilanti reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the Charter Township of Ypsilanti.
- 4.5. **Termination for Default** - Charter Township of Ypsilanti reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Charter Township of Ypsilanti in the event of breach or default of this contract. The Charter Township of Ypsilanti reserves the right to terminate the contract immediately in the event the Contractor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the Charter Township of Ypsilanti to award to another Bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
- 4.6. **Invalid, Illegal, or Unenforceable Provisions** - In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 4.7. [Injuries or Damages Resulting From Negligence](#) – The Contractor shall defend, indemnify and save harmless Charter Township of Ypsilanti and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Contractor shall pay any judgment, with costs, which may be obtained against Charter Township of Ypsilanti growing out of such injury or damages.
- 4.8. [Warranty](#) - The Contractor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated. All labor shall have a warranty for minimum 1 year from the project completion date.
- 4.9. [Sale, Assignment, or Transfer of Contract](#) - The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Charter Township of Ypsilanti.
- 4.10. [Service Contract Renewals](#) – The Township requests that all service agreements revert to a month-to-month plan at the end of initial agreement duration.
- 4.11. [Service Contract Auto-Renewals](#) – Any service agreement renewals with an auto renew clause may only renew in one month increments. The Township shall have the right to discontinue or cancel the renewal at any time up to 29 days’ prior the renewal date. The servicing agency shall inform the Township of its upcoming renewal between 90 and 60 days prior to the renewal. Failure of the servicing agency to notify the Township of the upcoming renewal, gives the Township the right to cancel service at any time without penalty.

5. Minimum Wage Requirements

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

6. Bond Requirements

- 6.1. [Bond Certificates](#) – The bid bond is required at the time of bid submission. All other bond requirements must be provided to the Township prior to the execution of the contract documents.

6.2. Bid Bonds – *Not Applicable*

6.3. Performance and Payment Bonds – *(Applies only to proposals over \$25,000, See Bid Check List Form F)* Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractors’ obligations under the Contract Documents. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act.

6.4. Maintenance Bonds – *Not Applicable*

6.5. Bond Surety - If the surety on any bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet requirements of this bid, the Contractor shall within 10 days thereafter substitute another bond and surety, both of which must be acceptable to the Owner Licensed Sureties and Insurers; Certificates of Insurance.

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

7. Insurance Limits

7.1. Insurance Certificates – If Requested; The Contractor agrees to provide the Township with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.

7.2. Requirements – Insurance shall be required if the bidder intends to have technicians, contractors, or persons onsite during the execution of any contract. The Contractor will maintain at its own expense during the term of the contract, the following insurance:

7.2.1. Worker’s Compensation insurance with Michigan statutory limits and employers liability insurance of \$1,000,000.00 minimum each accident.

7.2.2. Broad Form Comprehensive General Liability Insurance with a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include

products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Project Coordinator of any material change of coverage, cancellation or non-renewal of coverage.

7.2.3. **Owner's protective policy** shall be in the name of "Charter Township of Ypsilanti". Policy shall provide a \$1,000,000.00 combined single limit for bodily injury or property damage per occurrence. The Charter Township of Ypsilanti and its past, present, and future elected Officials shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.

7.2.4. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.

7.2.5. **Builders Risk** - The Contractor shall take out and maintain Builders Risk insurance during the life of the contract (in the name of the Contractor and the Charter Township of Ypsilanti), "All Risk" (excluding Earthquake and Flood) Builder's Risk Insurance covering the entire work of this contract for 100% of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffoldings, staging, towers, forms, and equipment not owned or rented by the Contractor, the cost of which is not included in the cost of the work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, staging, towers, and forms, rented or owned by the Contractor, the value of which is not included in the cost of the work, or any shanties or other structures erected for the sole convenience of the workers.

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

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

7.2.7. An umbrella policy may be used to meet some of the above requirements.

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

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

7.5. **Legal Review** - All Certificates of Insurance are subject to the final approval of the Charter Township of Ypsilanti Legal Counsel.

8. Completion

8.1. **Township Approval** - The project will not be considered complete until all approved Charter Township of Ypsilanti final inspections have been approved.

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

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

9. Site Access

9.1. **Prior to bid closure** - Access to the any Charter Township of Ypsilanti site referenced herein will not be made available.

9.2. **After bid award** - Only the approved employees, approved contractors, and approved sub-contractors will have access to non-public areas of Charter Township of Ypsilanti facilities.

10. Proposal Submittals

10.1. **Limits** - There is no limit to how many proposals a single Bidder may submit.

10.2. **Required Copies** - As part of the bid proposal package, the following submittals are required by Charter Township of Ypsilanti to be reviewed and acted on by the Township in evaluating the Bidder's proposal. See **Bid Format** under **Form A - Project Bid Dates and Contacts**

10.3. **Price Break Down** - Bid proposal pricing shall be broken down by building with each price representing a complete building installation. Include line item pricing for all major

components and subsection pricing for all items described in that subsection. Pricing shall include all associated costs including but not limited to: hardware, cabling, conduit, electrical, network, licensing, and labor.

- 10.4. [Product Sheets](#) - Manufacturer's product data sheets for all equipment and components provided for in this project. Data sheets shall include equipment specifications, code compliance, certifications, and other information as required for proper evaluation.
- 10.5. [Execution Plan](#) - A written description of the proposed plan of execution for the Work herein described, including estimated time-frame, number of personnel to be used, a description of long lead-time items and materials, and a description of the methods to be used to ensure quality.
- 10.6. [Coordination Efforts](#) - A written description of the coordination efforts that need to be made, either by the Contractor, Charter Township of Ypsilanti, or any other party, for the installation to proceed on schedule in the manner described.
- 10.7. [Township Review](#) - Prior to fabrication or installation of the Work, the following submittals are required by Charter Township of Ypsilanti of the Contractor to be reviewed and acted on by Charter Township of Ypsilanti in accordance with the provisions of the contract. 2 paper, 1 electronic. Three (3) copies of all drawings and product data shall be required.
- 10.8. [Mounting Information](#) - Detailed descriptions of all equipment locations and mounting particulars.
- 10.9. [Electrical Requirements](#) - A schedule of the electrical requirements for the proposed equipment, including system idle and peak power requirements. Required only if proposed equipment has power consumption.
- 10.10. [Background](#) - Description of the Bidder's background and size. Include statements of qualifications that includes your firm's professional credentials and experience in providing services enumerated in the Request for Proposal and the legal status of your organization.
- 10.11. [Business Changes](#) - Describe any changes in the mode of conducting business your firm has made in the past three (3) years, include any mergers, acquisitions, consolidations, downsizing or bankruptcy proceedings or filings.
- 10.12. [Licenses](#) - Identify all licenses currently held by your firm.
- 10.13. [Additional Information](#) - Any other additional information which would assist the Charter Township of Ypsilanti in the evaluation of your proposal.

- 10.14. **References** - Provide a list of at least four (4) references (government preferred) with knowledge of your firm's contract performance. References shall be employees in the senior level management positions. Include the name of the entity, a description of the contract project the dates of service and the name(s), telephone numbers, and email addresses of the contact persons.

11. Scope of Work

11.1. Services Required

- 11.1.1. Monitor the Township's network security equipment and core servers to provide real time analysis of perimeter/internal services through aggregation and analysis of gathered information. The vendor's solution will employ a strategy to gather this data from monitored devices; forward such data to a secure operations center, filter/data mine this data in real time, and report findings to the appropriate Township personnel based upon predefined trigger/escalation thresholds.
- 11.1.2. Focus on actionable events for customer notification and real-time monitoring schemes which reduce/prioritize the volume of data that must be quickly analyzed. The vendor must be able to apply their knowledge of external threats and of the types and numbers of attacks they encounter across the devices monitored for all their customers to add value to the analysis of alerts for the Township
- 11.1.3. Managed Detection & Response (MDR) or Similar Solution
- 11.1.4. Security Assessments (Network/Firewall/Switches/Virtual Infrastructure/VoIP)
- 11.1.5. Solid customer base utilizing the proposed solution, including cities similar in size and service delivery to Ypsilanti Township
- 11.1.6. Successful experience implementing the proposed software in Michigan to fully comply with record tracking and reporting requirements.

11.2. Added Value Services

- 11.2.1. Security Assessments (Network/Firewall/Switches/Virtual Infrastructure/VoIP)
- 11.2.2. Internal/External Vulnerability Assessment & Penetration Testing
- 11.2.3. Data Breach Risk Assessment and Response Plan Development
- 11.2.4. Information Security Policy and Procedure Development or Review
- 11.2.5. Industrial Control Systems Security Review/Assessment

11.3. Township Environment

- 11.3.1. Details regarding the current Township network and security environment will be provided to qualified potential bidders by request only. Please email the Project Coordinator from Form A for an overview of the current network environment. The Township reserves the right to reject network environment requests to any requester with or without reason. The Township shall not be expected to provide reasoning for such rejections.

11.4. Described Business Attributes

- 11.4.1. Describe any recent industry analysis (e.g., Gartner, Forrester) and awards your company has won.

- 11.4.2. Provide details on how long you have offered each of your Managed Security Services necessary to meet Services Required (11.1)
- 11.4.3. Do you maintain full, dedicated Security Operation Centers (SOCs) to support your MSS services?
- 11.4.4. What qualifications and certifications are required for your SOC staff?
- 11.4.5. Describe your approach to background checks or screening you perform on employees, contractors, consultants and vendors associated with any aspect of your managed services offering.
- 11.4.6. How long, on average, did it take to fully onboard your last 10 customers, and at what point did you consider the onboarding complete?
- 11.4.7. Does the solution propose to detect known and unknown threats by applying several threat detection methodologies? Which ones?
- 11.4.8. Can the solution detect threats across multiple platforms? How?
- 11.4.9. Does the solution propose to notify you about attacker campaigns against your industry? Request an example.
- 11.4.10. Does the solution include endpoint technology for higher fidelity validation?
- 11.4.11. What is the SLA for reporting a threat within your environment?
- 11.4.12. Is information provided that is digestible by both executive and technical customer contacts?
- 11.4.13. Does it include business-focused remediation recommendations and mitigation techniques?
- 11.4.14. Is information provided that is digestible by both executive and technical customer contacts?

Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Estimated Annual Cost for 3 year term based on Based on Service Requirements 11.1:	\$
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(Please attach a detailed cost sheet with this cost form page)

Company Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Federal Employer Identification Number: _____

eMail: _____

By: _____
(Signature)

Title: _____
(Typed or printed name)

Date:

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State	
Zip	
Corporate I.D. Number / State	
Taxpayer I.D. #	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

Signature

Title

Company

Date

Form E: Mailing Label

FROM: Company Name: _____ Contact Person: _____ Phone Number: _____ Email: _____				
S E A L E D	Solicitation Event Title:	<u>Network Security</u>	B I D	
	Solicitation Event Number:	<u>RFP-2020-03-MDR</u>		Buyer Initials
	Due Date: ##-##-2019	Time: 2:00 PM E.T.		TVM
DELIVER TO: Charter Township of Ypsilanti Township Clerk 7200 S. Huron River Dr. Ypsilanti, MI 48197				

Form F: Bid Check List

- Bid Copies; 1 Paper or 1 Identical Electronic.
- Signed copy for Form C.
- Signed copy for Form D.

OTHER BUSINESS

BOARD MEMBER UPDATES
