

CHARTER TOWNSHIP OF  
YPSILANTI BOARD OF TRUSTEES

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*Supervisor*

**BRENDA L. STUMBO**

*Clerk*

**HEATHER JARRELL ROE**

*Treasurer*

**STAN ELDRIDGE**

*Trustees*

**JOHN P. NEWMAN II**

**GLORIA PETERSON**

**DEBBIE SWANSON**

**JIMMIE WILSON, JR.**

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**FEBRUARY 16, 2021**

**Work Session – 5:00pm**

**Regular Meeting – 7:00 p.m.**

**Ypsilanti Township Civic Center**

**7200 S. Huron River Drive**

**Ypsilanti, MI 48197**

# **DEPARTMENTAL REPORTS**



# WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON  
SHERIFF

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

MARK A. PTASZEK  
UNDERSHERIFF

**To:** Brenda Stumbo, Ypsilanti Township Supervisor  
**From:** Shane Peltier, 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:** February 9, 2021  
**Re:** January 2021 Police Services Monthly Report

## SUMMARY:

During the month of January 2021, there were 2,822 calls for service in Ypsilanti Township, a 13% decrease in calls for service as compared to January 2020.

## OPERATIONS

During January 2021, Patrol Operations responded to calls for service, conducted traffic enforcement, and completed criminal investigations in support of our citizen's quality of life.

The month of January showed an increase in home invasions of 67% (10 compared to 6 in 2020). In many of these incidents a domestic relationship and unauthorized entry were common. The best prevention methods for a typical residential home invasion are to keep all windows and doors locked (including vehicles in the driveway), including deadbolts, while away from home. External lighting and visual deterrents such as "Beware of Dog" or alarm signage also discourages criminals.

In January we took one report of a breaking and entering (non-residential buildings). Compared to January 2020 this was a 0% change (1 report taken in January 2020).

A decrease of robberies was also found during the month of January - 3 compared to 6 in 2020 (a 50% decrease).

An increase in vehicle thefts (UDAAs) was found, 32 compared to 10 in 2020 (a 220% increase). Many of these vehicle thefts occurred by the suspect gaining entry to an unlocked vehicle. Numerous of these vehicle thefts are believed to have been committed by a group of juveniles, who were caught in stolen vehicles during the month of January (charges submitted to the Prosecutors Office).

Citizens are reminded to lock all vehicle doors and keep ignition keys in separate and secure areas in order to prevent such thefts. Valuables, if left in a vehicle, should be placed in a concealed location. The following website provides further information regarding the reduction of potential for theft of your vehicle, common vehicles targeted, and further information.

<https://www.nhtsa.gov/road-safety/vehicle-theft-prevention>

## 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 2021 to the same period in 2020, our juvenile

*Public Safety – Quality Service – Strong Communities  
Serving Washtenaw County since 1823*



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offenses and complaints are up 16% (from 12 to 14) and our runaway complaints are up 33.3%, 4 in 2021 compared to 3 in 2020.

## COMMUNITY ACTION TEAM

The purpose of the Community Action Team (CAT) 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 was redeployed to road patrol due to COVID for the month of January 2021. CAT has returned to their normal operating duties as of February 1, 2021.

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.

## WASHTENAW ALERT (EVERBRIDGE)

As a reminder for residents they can sign up for "Up-to-the-minute updates" from the Washtenaw County Sheriff's Office by email or cell phone at [www.washtenaw.org/alerts](http://www.washtenaw.org/alerts)

## HOUSE WATCH

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>

## 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.

If you are interested in joining us in serving your community in Police Services, Corrections, Communications, Emergency Services or Community Corrections please check us out at: <https://www.washtenaw.org/1124/Sheriff>

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

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# January 2021 Ypsilanti Twp. Monthly Call Report (WD)

City: Ypsilanti Twp-YPT

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

Month:	January
Year:	2021
City:	Ypsilanti Twp-YPT

# January 2021 Ypsilanti Twp. Monthly Call Report (WD)

## City:Ypsilanti Twp-YPT

		----- All Offenses that were Attempted or Completed -----						A R R E S T S -----					
CLASS	Description	Jan/2021	Jan/2020	% CHG	YTD 2021	YTD 2020	% CHG	ADULT		JUV		Total	
								Jan/2021	YTD	Jan/2021	YTD	Jan	YTD
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	2	-100%	0	2	-100%	0	0	0	0	0	0
10001	KIDNAPPING/ABDUCTION	2	0	0%	2	0	0%	1	1	0	0	1	1
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	2	3	-33.3%	2	3	-33.3%	0	0	0	0	0	0
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	1	-100%	0	1	-100%	0	0	0	0	0	0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	1	-100%	0	1	-100%	0	0	0	0	0	0
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	2	-50%	1	2	-50%	0	0	0	0	0	0
12000	ROBBERY	3	7	-57.1%	3	7	-57.1%	0	0	0	0	0	0
13001	NONAGGRAVATED ASSAULT	43	40	7.5%	43	40	7.5%	17	17	0	0	17	17
13002	AGGRAVATED/FELONIOUS ASSAULT	33	22	50%	33	22	50%	11	11	0	0	11	11
13003	INTIMIDATION/STALKING	3	3	0%	3	3	0%	0	0	0	0	0	0
21000	EXTORTION	0	1	-100%	0	1	-100%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	10	7	42.85%	10	7	42.85%	1	1	0	0	1	1
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	0	0%	1	0	0%	1	1	0	0	1	1
23002	LARCENY -PURSESNAATCHING	0	1	-100%	0	1	-100%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	15	13	15.38%	15	13	15.38%	1	1	0	0	1	1
23005	LARCENY -THEFT FROM MOTOR VEHICLE	18	10	80%	18	10	80%	0	0	0	0	0	0
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	2	2	0%	2	2	0%	1	1	0	0	1	1
23007	LARCENY -OTHER	5	8	-37.5%	5	8	-37.5%	0	0	0	0	0	0
24001	MOTOR VEHICLE THEFT	29	7	314.2%	29	7	314.2%	2	2	0	0	2	2
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	4	3	33.33%	4	3	33.33%	1	1	1	1	2	2
24003	MOTOR VEHICLE FRAUD	0	1	-100%	0	1	-100%	0	0	0	0	0	0

# January 2021 Ypsilanti Twp. Monthly Call Report (WD)

## City:Ypsilanti Twp-YPT

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CLASS	Description	Jan/2021	Jan/2020	% CHG	YTD 2021	YTD 2020	% CHG	ADULT		JUV		Total	
								Jan/2021	YTD	Jan/2021	YTD	Jan	YTD
25000	FORGERY/COUNTERFEITING	1	7	-85.7%	1	7	-85.7%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	8	8	0%	8	8	0%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	5	5	0%	5	5	0%	0	0	0	0	0	0
26005	FRAUD -WIRE FRAUD	4	1	300%	4	1	300%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	10	3	233.3%	10	3	233.3%	0	0	0	0	0	0
27000	EMBEZZLEMENT	0	8	-100%	0	8	-100%	0	0	0	0	0	0
28000	STOLEN PROPERTY	2	1	100%	2	1	100%	0	0	0	0	0	0
29000	DAMAGE TO PROPERTY	32	19	68.42%	32	19	68.42%	2	2	1	1	3	3
30001	RETAIL FRAUD -MISREPRESENTATION	0	4	-100%	0	4	-100%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	12	22	-45.4%	12	22	-45.4%	1	1	0	0	1	1
30003	RETAIL FRAUD -REFUND/EXCHANGE	1	0	0%	1	0	0%	0	0	0	0	0	0
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	2	7	-71.4%	2	7	-71.4%	0	0	0	0	0	0
35002	NARCOTIC EQUIPMENT VIOLATIONS	2	3	-33.3%	2	3	-33.3%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	3	5	-40%	3	5	-40%	0	0	0	0	0	0
52003	WEAPONS OFFENSE -OTHER	6	5	20%	6	5	20%	1	1	0	0	1	1
72000	ANIMAL CRUELTY	1	0	0%	1	0	0%	0	0	0	0	0	0
<b>Group A Totals</b>		<b>260</b>	<b>232</b>	<b>12.06%</b>	<b>260</b>	<b>232</b>	<b>12.06%</b>	<b>40</b>	<b>40</b>	<b>2</b>	<b>2</b>	<b>42</b>	<b>42</b>
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	1	-100%	0	1	-100%	0	0	0	0	0	0
26006	FRAUD -BAD CHECKS	0	4	-100%	0	4	-100%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	2	4	-50%	2	4	-50%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	3	1	200%	3	1	200%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	15	9	66.66%	15	9	66.66%	0	0	1	1	1	1
50000	OBSTRUCTING JUSTICE	11	8	37.5%	11	8	37.5%	2	2	0	0	2	2
53001	DISORDERLY CONDUCT	2	3	-33.3%	2	3	-33.3%	0	0	0	0	0	0

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CLASS	Description	Jan/2021	Jan/2020	% CHG	YTD 2021	YTD 2020	% CHG	ADULT		JUV		Total	
								Jan/2021	YTD	Jan/2021	YTD	Jan	YTD
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	1	1	0%	1	1	0%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	12	18	-33.3%	12	18	-33.3%	9	9	0	0	9	9
55000	HEALTH AND SAFETY	1	0	0%	1	0	0%	0	0	0	0	0	0
57001	TRESPASS	2	2	0%	2	2	0%	0	0	0	0	0	0
58000	SMUGGLING	0	1	-100%	0	1	-100%	0	0	0	0	0	0
70000	JUVENILE RUNAWAY	4	3	33.33%	4	3	33.33%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	4	0	0%	4	0	0%	0	0	0	0	0	0
<b>Group B Totals</b>		<b>57</b>	<b>55</b>	<b>3.636%</b>	<b>57</b>	<b>55</b>	<b>3.636%</b>	<b>11</b>	<b>11</b>	<b>1</b>	<b>1</b>	<b>12</b>	<b>12</b>
2800	JUVENILE OFFENSES AND COMPLAINTS	14	12	16.66%	14	12	16.66%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	19	15	26.66%	19	15	26.66%	0	0	0	0	0	0
3000	WARRANTS	21	53	-60.3%	21	53	-60.3%	11	11	0	0	11	11
3100	TRAFFIC CRASHES	76	98	-22.4%	76	98	-22.4%	1	1	0	0	1	1
3200	SICK / INJURY COMPLAINT	189	165	14.54%	189	165	14.54%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	737	669	10.16%	737	669	10.16%	0	0	0	0	0	0
3500	NON - CRIMINAL COMPLAINTS	889	777	14.41%	889	777	14.41%	0	0	0	0	0	0
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	413	923	-55.2%	413	923	-55.2%	0	0	0	0	0	0
3800	ANIMAL COMPLAINTS	46	52	-11.5%	46	52	-11.5%	0	0	0	0	0	0
3900	ALARMS	86	153	-43.7%	86	153	-43.7%	0	0	0	0	0	0
<b>Group C Totals</b>		<b>2490</b>	<b>2917</b>	<b>-14.6%</b>	<b>2490</b>	<b>2917</b>	<b>-14.6%</b>	<b>12</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>12</b>
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	1	0%	1	1	0%	0	0	0	0	0	0
4200	PARKING CITATIONS	2	1	100%	2	1	100%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	1	2	-50%	1	2	-50%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	24	59	-59.3%	24	59	-59.3%	0	0	0	0	0	0
<b>Group D Totals</b>		<b>28</b>	<b>63</b>	<b>-55.5%</b>	<b>28</b>	<b>63</b>	<b>-55.5%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
5000	FIRE CLASSIFICATIONS	1	0	0%	1	0	0%	0	0	0	0	0	0



# January 2021 Ypsilanti Twp. Monthly Call Report (WD)

## City:Ypsilanti Twp-YPT

Group E Totals		1	0	0%	1	0	0%	0	0	0	0	0	0
6000	MISCELLANEOUS ACTIVITIES (6000)	35	51	-31.3%	35	51	-31.3%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	110	84	30.95%	110	84	30.95%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	7	7	0%	7	7	0%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	3	6	-50%	3	6	-50%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	0	1	-100%	0	1	-100%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	38	23	65.21%	38	23	65.21%	0	0	0	0	0	0
Group F Totals		193	172	12.20%	193	172	12.20%	0	0	0	0	0	0
City : Ypsilanti Twp Totals		3029	3439	-11.9%	3029	3439	-11.9%	63	63	3	3	66	66



# YPSILANTI TOWNSHIP MONTHLY POLICE SERVICES DATA

## January 2021

JERRY L. CLAYTON  
SHERIFF

Incidents	Month 2021	Month 2020	% Change	YTD 2021	YTD 2020	% Change
Traffic Stops	306	787	-61%	306	787	-61%
Citations	186	686	-73%	186	686	-73%
Drunk Driving (OWI)	9	12	-25%	9	12	-25%
Drugged Driving (OUID)	3	4	-25%	3	4	-25%
Calls for Service Total	2822	3246	-13%	2822	3246	-13%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	2132	2064	3%	2132	2064	3%
Robberies	3	6	-50%	3	6	-50%
Assaultive Crimes	77	67	15%	77	67	15%
Home Invasions	10	6	67%	10	6	67%
Breaking and Entering's	1	1	0%	1	1	0%
Larcenies	40	34	18%	40	34	18%
Vehicle Thefts	32	10	220%	32	10	220%
Traffic Crashes	51	89	-43%	51	89	-43%
Medical Assists	57	55	4%	57	55	4%
Animal Complaints <i>(ACO Response)</i>	19	15	27%	19	15	27%
<b>In/Out of Area Time</b>	<b>Month</b>	<b>YTD</b>	+ = Positive Change - = Negative Change			
	<i>(minutes)</i>	<i>(minutes)</i>				
Into Area Time	1171	1171				
Out of Area Time	4859	4859				
Investigative Ops (DB)	37005	37005				
Secondary Road Patrol	1803	1803				
County Wide	60	60				
	<b>Hours Accum.</b>	<b>Hours Used</b>	<b>Balance</b>			
Banked Hours	NA	NA	NA			

# CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

222 South Ford Boulevard, Ypsilanti, MI 48198

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## MONTHLY REPORT FOR DECEMBER 2020

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	18 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 381 requests for assistance. Of those requests, 153 were medical emergency service calls, with the remaining 228 incidents classified as non-medical and/or fire related.

Department activities for the month of December 2020:

- 1) The Public Education Department participated in the following events:
  - a) Birthday Parade for Mrs. Joe Hall
  - b) Smoke Alarms: 237 Nura Court (2)
  
- 2) Fire fighters received training in the following areas:
  - a) EMS

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

- 1) Plan Reviews: 1
- 2) Building Inspections: 6
- 3) Fire Investigations: 5
- 4) Completed Covid 19 screenings for staff
- 5) Fire Alarm Inspections: 3
- 6) Zoom meetings: 1

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

- 1) Installation of granite countertops for Stations 1 & 3
- 2) Electrical supplies for HQ
- 3) WAMAA zoom meeting
- 4) Hydro test
- 5) Received first Covid19 vaccine
- 6) Assisted Treasurer's Office with clerical support
- 7) Received Covid Grant supplies
- 8) New Township Trustee orientation
- 9) Installed granite backsplash at Station 3
- 10) Knox Box at Hampton Inn
- 11) Investigation: Arbor Circle Apartment fire
- 12) Suppression system at Rainbow Rehab
- 13) Assisted with Covid 19 staff screenings
- 14) Birthday Parade for Mrs. Joe Hall

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 **\$917,401.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 12/10/2020	772 Green	\$ 0.00 (Mutual Aid – City of Ypsilanti)
2) 12/10/2020	2277 S Grove Bldg 500	\$ 350,000.00 (building)
3) 12/11/2020	2277 S Grove Bldg 500	\$ 550,000.00 (building)
4) 12/18/2020	1734 Laurel Bay	\$ 0.00 (cooking)
5) 12/18/2020	6680 Bunton #105	\$ 200.00 (outside electrical box)
6) 12/19/2020	1265 Elmwood #6	\$ 1.00 (cooking)
7) 12/23/2020	736 S Hewitt	\$ 1,000.00 (vehicle)
8) 12/24/2020	1187 Lexington Pkwy	\$ 15,000.00 (building)
9) 12/24/2020	431 Hayes	\$ 700.00 (cooking)
10)12/26/2020	1653 Wingate	\$ 0.00 (cooking)
11)12/29/2020	2148 Lakeview #241	\$ 500.00 (dryer)

Respectfully submitted,

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

Attachment: Image Trend Incident Type Report (Summary): 12/01/2020 – 12/31/2020

**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
<b>Incident Type Category (FD1.21): 1 - Fire</b>						
100 - Fire, other	1	0.26%				
111 - Building fire	3	0.79%	710000.00	205000.00	915000.00	99.74%
113 - Cooking fire, confined to container	4	1.05%	0.00	701.00	701.00	0.08%
118 - Trash or rubbish fire, contained	1	0.26%	500.00	0.00	500.00	0.05%
131 - Passenger vehicle fire	1	0.26%	1000.00		1000.00	0.11%
160 - Special outside fire, other	1	0.26%	200.00	0.00	200.00	0.02%
<b>Total: 11</b>		<b>Total: 2.89%</b>	<b>Total: 711700.00</b>	<b>Total: 205701.00</b>	<b>Total: 917401.00</b>	<b>Total: 100.00%</b>
<b>Incident Type Category (FD1.21): 2 - Overpressure Rupture, Explosion, Overheat (No Fire)</b>						
210 - Overpressure rupture from steam, other	1	0.26%				
251 - Excessive heat, scorch burns with no ignition	2	0.52%				
<b>Total: 3</b>		<b>Total: 0.79%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 3 - Rescue &amp; Emergency Medical Service Incident</b>						
300 - Rescue, EMS incident, other	12	3.15%				
311 - Medical assist, assist EMS crew	23	6.04%				
320 - Emergency medical service, other	33	8.66%				
321 - EMS call, excluding vehicle accident with injury	62	16.27%				
322 - Motor vehicle accident with injuries	10	2.62%				
324 - Motor vehicle accident with no injuries.	13	3.41%				
<b>Total: 153</b>		<b>Total: 40.16%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)</b>						
400 - Hazardous condition, other	1	0.26%				
412 - Gas leak (natural gas or LPG)	1	0.26%				
424 - Carbon monoxide incident	2	0.52%				
440 - Electrical wiring/equipment problem, other	6	1.57%				
445 - Arcing, shorted electrical equipment	4	1.05%				
461 - Building or structure weakened or collapsed	1	0.26%				
<b>Total: 15</b>		<b>Total: 3.94%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 5 - Service Call</b>						
500 - Service call, other	2	0.52%				
510 - Person in distress, other	3	0.79%				
520 - Water problem, other	2	0.52%				
522 - Water or steam leak	1	0.26%				
531 - Smoke or odor removal	2	0.52%				
551 - Assist police or other governmental agency	1	0.26%				
553 - Public service	1	0.26%				
561 - Unauthorized burning	1	0.26%				
<b>Total: 13</b>		<b>Total: 3.41%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 6 - Good Intent Call</b>						
600 - Good intent call, other	2	0.52%				
611 - Dispatched and cancelled en route	152	39.90%				
622 - No incident found on arrival at dispatch address	3	0.79%				
631 - Authorized controlled burning	2	0.52%				
650 - Steam, other gas mistaken for smoke, other	2	0.52%				

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
	<b>Total: 161</b>	<b>Total: 42.26%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 7 - False Alarm &amp; False Call</b>						
700 - False alarm or false call, other	4	1.05%				
730 - System malfunction, other	2	0.52%				
733 - Smoke detector activation due to malfunction	3	0.79%				
735 - Alarm system sounded due to malfunction	5	1.31%				
736 - CO detector activation due to malfunction	1	0.26%				
743 - Smoke detector activation, no fire - unintentional	7	1.84%				
744 - Detector activation, no fire - unintentional	1	0.26%				
745 - Alarm system activation, no fire - unintentional	2	0.52%				
	<b>Total: 25</b>	<b>Total: 6.56%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
	<b>Total: 381</b>	<b>Total: 100.00%</b>	<b>Total: 711700.00</b>	<b>Total: 205701.00</b>	<b>Total: 917401.00</b>	<b>Total: 100.00%</b>

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
HEATHER JARRELL ROE  
*Treasurer*  
STAN ELDRIDGE  
*Trustees*  
JIMMIE WILSON, JR.  
JOHN P. NEWMAN II  
GLORIA PETERSON  
DEBBIE SWANSON



Charter Township of Ypsilanti  
Hydro Station

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

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

**Date:** February 2, 2021  
**To:** Clerk's Office  
**CC:** Brenda Stumbo, Supervisor  
**From:** Michael Saranen, Operation Manager

**Subject:** Department Report (activities in January 2021)

## Activities:

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### Ford Lake Dam

#### General Operation Summary:

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Covid-19 has not impacted operations. Operators had 2 after hour call-in for the month.

Average precipitation for the month of January is around 1.96", this year it was about 1.03".

Production for the month was below average due below normal perception.

#### Regulatory:

##### **For 2021-**

- update DSSMP, now planned for 2022
- DSSMR,
- Owners Dam Safety Program Review –
- EAP annual update and test-
- EAP Training-
- Part 12 Inspection- **Follow actions planned**
- WQ Report –
- Nuisance Plant Plan Report –
- Wildlife Plan Report –
- Historical Activity Report –
- Gate Certification –
- Security Review –
- FERC Security Inspection- **Postponed (COVID)**
- FERC Annual Dam Safety Inspection – **Postponed (COVID)**
- Annual DEQ Lake Operation Monitoring Report-
- 5 year shoreline survey and report- **Complete, Filed**
- Spillway Assessment Action Plan- **In process, (targeted completion September 2021)**

## Projects:

**Concrete Repairs-** Put together bid documents to address spalling concrete on crest of the concrete spillway. Construction is planned for 2022.

**Sluice Gate Repairs-** Considering replacing last 2 hydraulic panels later this fall.

**Bridge Deck Concrete Repairs-** Washtenaw County Road Commission is planning a project to preserve the bridge deck, restore the sidewalk that is deteriorating and other items. Summer 2021.

## Operation Summary

<b>2021</b>	<b>January</b>	<b>YTD</b>	<b>5 Year Ave.</b>
Precipitation total (inches) <sup>1</sup>	1.03	1.03	41.3 <sup>1</sup>
Days Online	31	31	359.2
Generation MWH (estimated)	631.010	631.010	10696.5
Generation MWH <b>lost</b> (estimated)*	0	0	525.7
<b>After Hour Call In</b>			
Water levels	0	0	43
Mechanical/Electrical	2	2	5
Other	0	0	2
Totals	2	2	50

<b>Recent History</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Precipitation total (inches) <sup>2</sup>	36.5	40.8	42.2	45.4	41.38
Days Online	359.5	362.0	364.2	350.6	359.7
Generation MWH (estimated)	8,803.4	10,744.9	10,635.0	12,576.7	10,722.7
Generation MWH <b>lost</b> (estimated)*	229.8	269.6	552.9	1,005.8	570.2

<b>After Hour Call In</b>					
Water levels	31	26	30	69	57
Mechanical/Electrical	4	5	3	4	7
Other	2	3	0	2	2
Totals	37	34	33	75	66

<sup>1</sup> Preliminary totals from NOAA for Detroit

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



### Gate Spilling Summary:

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

The water quality monitoring begins on June 1<sup>st</sup> and will end on September 30<sup>th</sup>; operators monitor the water quality conditions and take readings as outline in the WQ Plan. The dam releases water 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 <b>2021</b>	Current Year Days Spilled	Current Year Lost KWh*	Current Year Lost \$*	Prior Yr. Lost \$*
January	0	0	0	0
February				0
March				0
April				0
May				0
June				2502
July				3000
August				0
September				0
October				0
November				0
December				0
<hr/>				
Totals	0	0	0	\$ 2,502

\*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.



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE  
TRUSTEES: JOHN P. NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON • JIMMIE WILSON, JR.

## WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, FEBRUARY 16, 2021

**5:00pm**

- 1. AGENDA REVIEW .....SUPERVISOR STUMBO
- 2. OTHER DISCUSSION ..... BOARD MEMBERS

# REVIEW AGENDA

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- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

# OTHER DISCUSSION

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



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE  
TRUSTEES: JOHN P. NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON • JIMMIE WILSON, JR.

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

## **REGULAR MEETING AGENDA**

**TUESDAY, FEBRUARY 16, 2021**

**7:00 P.M.**

1. CALL TO ORDER
2. PUBLIC HEARING
  - A. 7:00PM – RESOLUTION 2021-07, CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #221 VILLAGE GROVE APTS.  
(PUBLIC HEARING SET AT THE JANUARY 19, 2021 REGULAR MEETING)
  - B. 7:05PM – RESOLUTION 2021-08, CREATION OF CAMERA SPECIAL ASSESSMENT DISTRICT #076 VILLAGE GROVE APTS.  
(PUBLIC HEARING SET AT THE JANUARY 19, 2021 REGULAR MEETING)
3. PUBLIC COMMENTS (THREE MINUTES PER PERSON)
4. CONSENT AGENDA
  - A. MINUTES OF THE FEBRUARY 2, 2021 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS
    1. STATEMENTS AND CHECKS FOR FEBRUARY 16, 2021 IN THE AMOUNT OF \$538,300.94
    2. CLARITY HEALTHCARE DEDUCTIBLE ACH EFT FOR JANUARY 2021 IN THE AMOUNT OF \$28,698.05
    3. CLARITY HEALTHCARE ADMIN FEE FOR JANUARY 2021 IN THE AMOUNT OF \$1,205.00
  - C. TREASURER'S REPORT JANUARY 2021
5. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **NEW BUSINESS**

1. 1<sup>ST</sup> READING OF RESOLUTION 2021-11, PROPOSED ORDINANCE 2021-495, AN ORDINANCE AMENDING ORDINANCE 2020-490 PROHIBITING RECREATIONAL MARIJUANA ESTABLISHMENTS IN YPSILANTI TOWNSHIP AS PROVIDED BY THE RECREATIONAL MARIJUANA BALLOT INITIATIVE 1 OF 2018
2. REQUEST TO APPROVE PROPOSAL FOR PROFESSIONAL SERVICES FROM BARR ENGINEERING TO ADDRESS COMMENTS RELATED TO THE SPECIAL SPILLWAY ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$29,000.00 BUDGETED IN LINE ITEM #252-252-000-801-000
3. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE LOCATED AT 2835 COOLIDGE AVE. BUDGETED IN LINE ITEM #101-950-000-801-023

4. REQUEST TO APPROVE FOUR (4) AUTHORIZING DOCUMENTS WITH THE STATE OF MICHIGAN DTMB RECORDS MANAGEMENT SERVICES AND GRAPHIC SCIENCES TO CONVERT OFFICE OF COMMUNITY STANDARDS PAPER DOCUMENTS TO DIGITAL IMAGES IN AN AMOUNT NOT TO EXCEED \$100,000.00 BUDGETED IN LINE ITEM #249-249-000-801-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT
5. REQUEST TO APPROVE CHANGE ORDER #1 FOR THE COMMUNITY CENTER FLOORING PROJECT IN THE AMOUNT OF \$10,960.42 BUDGETED IN LINE ITEM #230-751-000-931-021
6. REQUEST APPROVAL FOR THE SALE OR REMOVAL OF TOWNSHIP VEHICLE #40 2000 FORD EXPLORER
7. RESOLUTION 2021-09, REQUEST FOR PAYMENT AND USE OF SURPLUS DRAIN FUNDS FOR THE PURPOSE OF INSTALLING A RAIN GARDEN AS PART OF THE LOONFEATHER POINT PARK MDNRTF GRANT PROJECT
8. RESOLUTION 2021-10, PAYMENT AND USE OF SURPLUS FUNDS AS PART OF THE SEMCOG PAINT CREEK GREEN CORRIDOR GRANT PROJECT
9. BUDGET AMENDMENT #3

#### **AUTHORIZATIONS AND BIDS**

1. REQUEST TO SEEK SEALED BIDS FOR THE PURCHASE OF A NEW MAINTENANCE UTILITY VAN

#### **OTHER BUSINESS**

#### **BOARD MEMBER UPDATES**

# PUBLIC HEARING

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7:00PM – RESOLUTION 2021-07, CREATION OF  
NEIGHBORHOOD STREETLIGHT SPECIAL  
ASSESSMENT DISTRICT #221 VILLAGE GROVE APTS.

# Charter Township of Ypsilanti

## RESOLUTION NO. 2021-07

### CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #221 VILLAGE GROVE APTS.

**WHEREAS**, it is being requested of the Board of Trustees for the creation and establishment of special assessment district #221 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 September 2, 2020, Brandon Faron of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for Village Grove Apts., Ypsilanti Township, consisting of two (2) parcels, which said plans included, *inter alia*, the installation of **“one (1) wood pole, one (1) 6’ support arm and one (1) 58w LED with gray housing”** with the cost of said improvements being approximately:

<b>Total Estimate Construction Cost:</b> .....	<b>\$2,378.66</b>
<b>Total Lamp Charge For Three (3) Years:</b> .....	<b>\$512.64</b>
<b>Contribution (Cost minus 3 years revenue):</b> .....	<b>\$1,866.02</b>
<b>Total Annual Lamp Charges:</b> .....	<b>\$ 170.88</b>

**WHEREAS**, on January 21, 2021 the Township Clerk received notification from the Township Assessor that the cost of providing one (1) street light for Village Grove Apts., Ypsilanti Township, consisting of two (2) parcels, which said plans included, *inter alia*, the installation of **“one (1) wood pole, one (1) 6’ support arm and one (1) 58w LED with gray housing”** (construction costs of \$2,378.66 for the installation will not be included in the special assessment district and will be paid for by Ypsilanti Township) will be **\$85.44** per parcel for a 3-year period; thereafter, said costs shall be estimated at **\$85.44** 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 February 16, 2021 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 February 16, 2021, 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 #221 be created for the purpose of providing one (1) streetlights for Village Grove Apts., consisting of two (2) parcels.

**BE IT FURTHER RESOLVED**, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for Village Grove, consisting of two (2) parcels, which said plans included, *inter alia*, the installation of **“one (1) wood pole, one (1) 6’ support arm and one (1) 58w LED with gray housing”**



(construction costs of \$2,378.66 for the installation will not be included in the special assessment district and will be paid by Ypsilanti Township) will be **\$85.44** per parcel for a 3-year period; thereafter, said costs shall be estimated at **\$85.44** 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.

**Exhibit A to Master Agreement**


**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of September 2, 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:	58505450	
	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:	[S. Harris and Village Ln-Village Grove Apt], 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	\$170.88	
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:	\$2,378.66
	Credit for 3 years of lamp charges:	\$512.64
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$1,866.02</b>
	Credit for Post Charge, if selected	\$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement <b>\$1,866.02</b>	
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>_____ </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]



S HARRIS RD

VILLAGE LN

EVELYN ST

L7239  
60-69 W LED

L7240  
60-69 W LED

L7241  
60-69 W LED

L7238  
60-69 W LED

OPL # 529331  
100W HPS

Camera

Install new pole  
and LED. Install  
~180' secondary.

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
HEATHER JARRELL ROE  
*Treasurer*  
STAN ELDRIDGE  
*Trustees*  
JOHN P. NEWMAN II  
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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

January 28, 2021

Name  
Address  
City, MI zip

**Re: *Public Hearing Scheduled for Tuesday, February 16, 2021 at Approximately 7:00pm for the Creation of Streetlight Special Assessment District #221 for Village Grove***

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 #221 Village Grove for the installation of one (1) streetlight.

This will include your property located at: Address  
Parcel

**The public hearing will be held on Tuesday, February 16, 2021 at approximately 7:00p.m. in a virtual manner. Attached are directions to join the meeting via Zoom. Public comments may also be sent via email to [hjarrellroe@ytown.org](mailto:hjarrellroe@ytown.org) or [lstanfield@ytown.org](mailto: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 streetlight is located on the back of this letter.

Installation charges for the one (1) streetlight is \$2,378.66 and is being paid for by Village Grove 18 LLC. DTE has fixed the annual lamp charges for the first three (3) years, per agreement to \$512.64. This cost is divided among the two (2) parcels and equals \$85.44 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 streetlight would be \$85.44 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,

  
Heather Jarrell Roe, Clerk

  
Lisa Stanfield, Deputy Clerk

lrs

cc: File



# PUBLIC HEARING

---

7:05PM –RESOLUTION 2021-08, CREATION OF  
NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT  
DISTRICT #076 VILLAGE GROVE APTS.

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2021-08

### CREATION OF NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT #076 VILLAGE GROVE APTS.

**WHEREAS**, the Township Board of the Charter Township of Ypsilanti proposes to install one (1) security camera to be located at Village Grove Apts. and

**WHEREAS**, Ypsilanti Township has paid for the purchase and installation of the security camera; and

**WHEREAS**, the Township Board proposes the creation of a special assessment district consisting of two (2) parcels known as Village Grove Apts., which will be benefited to defray the operation and maintenance cost of the security cameras; and

**WHEREAS**, the Township Board has solicited *Requests for Proposals* for the proposed project describing the security camera improvements, the proposed location of said improvements and estimated costs; and

**WHEREAS**, Conti Corporation, a video security company, licensed by the State of Michigan, prepared and submitted proposed plans to install, operate and maintain security cameras in public areas located within the boundaries of Village Grove Apts., which consists of two (2) parcels with the following estimated costs:

- Costs for purchase and installation of 1 security camera (paid for by Ypsilanti Township): \$7,255.00
- Total Annual Residents' Cost for maintenance and operation of security cameras: (First three years) \$7,260.
- Annual cost per parcel \$1,210.12
- Monthly cost per parcel \$100.84

**WHEREAS**, the plans, estimates of cost and proposed special assessment district were filed with the Township Clerk for public examination and notice of the public hearing upon the same was published and mailed in accordance with the law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk; and

**WHEREAS**, in accordance with the aforesaid notices, a hearing was held on the 16<sup>th</sup> of February, 2021 commencing at approximately 7:00pm and all persons given the opportunity to be heard in the matter; and

**WHEREAS**, as a result of the foregoing, the Township Board believes the project to be in the best interests of the Township and of the district proposed to be established therefore;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** as follows:

1. That this Township Board does hereby approve the plans for public security cameras as prepared and presented by the Township's licensed security system contractor and its annual estimate of costs for the operation and maintenance thereof.
2. That this Township Board creates a special assessment district located within the boundaries of Village Grove Apts. with the district to be known as Village Grove Apts. Neighborhood Camera Special Assessment District No. 076 within which the costs of the operation and maintenance of the security cameras shall be assessed according to benefits.
3. That on the basis of the foregoing, this Township Board does hereby direct the Supervisor and Assessing Officer to make a special assessment roll in which shall be entered and described all the parcels of land to be assessed with the names of the respective owners thereof if known, and a total amount to be assessed against each parcel of land which

amount shall be the relative portion of the whole sum to be levied against the parcels of land in the special assessment district as the benefit to the parcel of land bears to the total benefit to all the parcels of land in the special assessment district. When the same has been completed, the Supervisor or Assessing Officer shall affix thereto her certificate stating that it was made pursuant to this resolution and that in making such assessment roll, she has, according to her best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

4. 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.
5. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years, on or before September 30, to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing in such a manner as prescribed by law.
6. That all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

January 13, 2021

Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197  
Attn: Mike Radzik

Re: Harris at Village Lane 270-degree camera

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 270-degree Camera Cost for Harris at Village Lane new pole

1. Provide and install (1) Outdoor Avigilon 15MP 270-degree multi-sensor cameras with IR and self-learning video analytics
2. Provide and install (1) Avigilon Pendant Wall Arm mounting bracket
3. Provide and install (1) Avigilon pole mount kit for multi-sensor
4. Provide and install (1) Avigilon clear dome bubble cover
5. Provide and install (1) Avigilon 60W PoE++ injector
6. Provide and install (1) Avigilon 1 channel ACC7 Enterprise license
7. Provide and install (1) Hoffman 18 x 16 x 10 enclosure with backplane
8. Provide and install (1) Hoffman Pole mount kit for enclosure
9. Provide and install (1) Hoffman 100W heater for enclosure
10. Provide and install (1) duplex outlet in enclosure with cable whip up to DTE for tapping with a shutoff switch in between
11. Provide and install misc. seal-tite, conduit and banding that may be required
12. Programming and Configuration.

**Harris at Village Lane Camera Addition Pricing**

**\$7,255.00** \_\_\_\_\_ 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

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

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
HEATHER JARRELL ROE  
*Treasurer*  
STAN ELDRIDGE  
*Trustees*  
JOHN P. NEWMAN II  
GLORIA PETERSON  
DEBBIE SWANSON  
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

January 28, 2021

«Owner»  
«Owner\_Address»  
«Owner\_city», «Owner\_state» «Owner\_Zip»

**Re: Public Hearing Scheduled for Tuesday, February 16, 2021 at Approximately 7:00pm for the Creation of Neighborhood Camera Special Assessment District #076 Village Grove**

Dear Property Owners:

The Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the creation of Neighborhood Camera Special Assessment District #076 Village Grove for the installation of one (1) camera. Please see the map on the reverse side of this notice for location information.

**THE TOTAL COST PER PARCEL FOR THIS YEARLY ASSESSMENT WOULD BE \$1,210.12 PER YEAR.**

This will include your property located at: «Property\_Address»  
«Parcel»

**The public hearing will be held on Tuesday, February 16, 2021 at approximately 7:00p.m. in a virtual manner. Attached are directions to join the meeting via Zoom. Public comments may also be sent via email to [hjarrellroe@ytown.org](mailto:hjarrellroe@ytown.org) or [lstanfield@ytown.org](mailto:lstanfield@ytown.org) or by postal mail and will be read at the hearing. See below for information.**

Installation charges for the one (1) camera is \$7,255.00 and will be paid for by the developer. Conti Corporation and Comcast have fixed the annual charges for the first three (3) years, per agreement to \$7,260.72. This cost is divided among the two (2) parcels and equals \$1,210.12 per parcel, per year. After the third year, the costs will reflect the current rates set by Conti Corporation and Comcast.

**To Legally Protest the Neighborhood Camera 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 at 734-484-4700.

Sincerely,

A handwritten signature in cursive script that reads 'Heather Jarrell Roe'.

Heather Jarrell Roe, Clerk  
[hjarrellroe@ytown.org](mailto:hjarrellroe@ytown.org)

A handwritten signature in cursive script that reads 'Lisa R. Stanfield'.

Lisa Stanfield, Deputy Clerk  
[lstanfield@ytown.org](mailto:lstanfield@ytown.org)

Irs

cc: File



S HARRIS RD

VILLAGE LN

EVELYN ST

L7239  
60-69 W LED

L7240  
60-69 W LED

L7241  
60-69 W LED

L7238  
60-69 W LED

OPL # 529331  
100W HPS

Camera

Install new pole  
and LED. Install  
~180' secondary.

# PUBLIC COMMENTS

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# **CONSENT AGENDA**

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**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2021 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 5:00 p.m. on a Zoom Virtual Board meeting.

**Members Present:** Supervisor Stumbo, Clerk Heather Jarrell Roe, and Treasurer Eldridge  
Trustees: Gloria Peterson, Debbie Swanson, Jimmie Wilson Jr., John Newman (arrived 5:10pm)  
(All members stated that they were present in Ypsilanti Township)

**Members Absent:** none

**Legal Counsel:** Wm. Douglas Winters

**AGENDA REVIEW**

**Consent Agenda:**

- A. MINUTES OF THE JANUARY 19, 2020 WORK SESSION AND REGULAR MEETING**
  
- B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR FEBRUARY 2, 2021 IN THE AMOUNT OF \$1,319,043.86**

**ATTORNEY REPORT**

- A. GENERAL LEGAL UPDATE**

Attorney Winters said he continues to send letters to the Board.

**OLD BUSINESS**

- 1. REQUEST TO APPROVE THE PROPOSAL FOR PROFESSIONAL SERVICES FROM CNC CONSULTING FOR CREATION OF A WEBSITE REDESIGN PROPOSAL IN**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2021 WORK SESSION  
PAGE 2**

**AN AMOUNT NOT TO EXCEED \$16,200.00 BUDGETED IN LINE ITEM #101-266-000-801-000 (TABLED AT THE JANUARY 19, 2021 REGULAR MEETING)**

Supervisor Stumbo stated we tabled this at the last meeting because we needed an amount not to exceed instead of the hourly wage in the last request. The new memo in the packet has the information requested.

**NEW BUSINESS**

- 1. RESOLUTION 2021-04, AUTHORIZING THE CHARTER TOWNSHIP OF YPSILANTI TO SELL TO SCOTT CHATFIELD THREE VACANT PARCELS LOCATED AT 29 BROADMOOR AVE., 24 LAKEWOOD AVE., AND 30 LAKEWOOD AVE.**

Attorney Winters stated these vacant properties come to us from tax foreclosure through the County at the end of each year. He said we have a lot of these vacant parcels scattered around the township. He said the township spent about \$7,000.00 on these three parcels to clean them up. These three properties will be combined and will be the site of two drive-up restaurants and a couple self-storage units. He suggested we find a way to get the rest of these vacant parcels into the hands of people who could repurpose them.

Trustee Swanson asked if they were in neighborhoods or just industrial areas. She asked how people know they are available.

Attorney Winters stated they were in both. Most are small lots and don't have a lot of value. He said with the new website that is being designed he would like these properties to be listed so people can be aware they are available.

Supervisor Stumbo stated we have a policy regarding the sale of these type of properties and the Assessing Department has done a good job working with adjacent property owners to try and let people know that parcels are available.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2021 WORK SESSION  
PAGE 3**

Trustee Peterson asked if a person is interested in one of the parcels is there a set cost or do they bid on the property.

Attorney Winters stated the buyer would work directly with Brian McCleery in the Assessing Office.

**2. 1<sup>ST</sup> READING OF RESOLUTION 2021-05, PROPOSED ORDINANCE 2021-494, AN ORDINANCE AMENDING THE CODE OF ORDINANCES  
CHAPTER 37 LIQUOR**

Michael Radzik, OCS Director stated the fee schedule was part of the ordinance and one of the reasons why we needed to change the existing ordinance. He said as we looked at the fee schedule we decided to revise the entire Liquor Ordinance. He said he reviewed the history of the townships' bars and restaurants and also the history of the loss of liquor licenses. He said over half of the licenses were sold by the owners of the licenses and they were transferred to other jurisdictions. He said this is legal as long as the license stays in the same county where it was issued. Mr. Radzik stated over the past 31 licenses that have been approved by the Township Board of Trustees, 17 of them have been sold and transferred out of the Township. He said because they have not been able to get state law changed it was decided to tighten up the Ordinance to try and stop the Township from losing anymore of the liquor licenses. Mr. Radzik said they are proposing to adopt a new fee schedule that hopefully will eliminate people who are not qualified and provide incentives for those who are to be able to get through the process successfully to be approved. Mr. Radzik presented the changes in the Ordinance to the Board. It was adopted in 2005 and mostly remained the same but there were updates and additions. He said in 2005 there was nothing known as an alcohol vapor device but now there is so that was added. He said the changes came from the State of Michigans' Liquor Control application.

Supervisor Stumbo asked why the proposed ordinance changes did not require the township liquor Ccmmitee not meet with every applicant.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2021 WORK SESSION  
PAGE 4**

Treasurer Eldridge said that's in there for flexibility and left to the Committees discretion if they didn't need to meet with an applicant. Treasurer Eldridge stated the Committee has always met with every applicant except when the Township Golf Course received their license.

Supervisor Stumbo didn't want applicants to think the township would not give everyone a fair chance to receive a license.

Michael Radzik said that as an example, they wouldn't meet with someone who had a felony conviction because they would not qualify.

Trustee Newman suggested to word it as all who qualifies will meet with the Liquor Committee. He said the qualification guideline should be stated in the Ordinance.

Supervisor Stumbo asked that if the state changes language if it could be automatically included in our Ordinance.

Clerk Jarrell Roe stated that although the application comes to the Clerks' office the staff in the office should not be expected to have discretion on if the applicant completed the application accurately and completely.

Trustee Swanson stated the applicant should be responsible for completing the application and if they don't then it would be on the applicant that they may not be granted a liquor license.

Treasurer Eldridge suggested a statement where by signing the application the applicant believes all information is true to the best of their ability.

Trustee Swanson asked in the fee section it states that fees may be at the discretion of the Clerk. She asked why it should be the Clerks' responsibility to decide on a fee for an applicant.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2021 WORK SESSION  
PAGE 5**

Clerk Jarrell Roe stated she wouldn't feel comfortable determining the appropriate fee for an applicant. It would be the applicants responsibility to determine what they are applying for.

Treasurer Eldridge recommended that we could strike it and at the point where the application comes to the full board and that is when we could discuss a reimbursement of the fee.

Michael Radzik stated he would make the changes for the 2<sup>nd</sup> reading.

**3. REQUEST TO APPROVE UPDATED LIQUOR LICENSE APPLICATION**

Treasurer Eldridge said he made the changes on the application that were suggested.

**4. RESOLUTION 2021-06, LIQUOR LICENSING FEE SCHEDULE**

Michael Radzik, OCS Director explained that if someone applies for a micro-brew or wine license they would not come to the Board for approval because that is a manufacturing license. He said if they want an on premise license to offer a tasting room or sell directly to consumers to drink on premises then it would come to the Board for approval for a permit.

Trustee Newman asked if the State changed the law how long would be have to change our Ordinance to be in compliance with the law.

Michael Radzik stated if it was a change that required us to update our Ordinance we would need two board meetings to approve the change.

Trustee Swanson asked when the 30 days begins when someone has asked for an application and they have 30 days to complete. She asked how long their finger print is kept.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2021 WORK SESSION  
PAGE 6**

Clerk Jarrell Roe stated we shouldn't need a 30 day requirement since they can get the application off the website and we wouldn't be keeping track of when that occurred.

Michael Radzik stated that once your fingerprint is given to law enforcement it is kept forever.

Treasurer Eldridge stated that the 30 day language was in the past instructions, so he kept it in the draft, but we can eliminate.

Michael Radzik stated that it may matter if we were down to the last few licenses and maybe need to know who applied first.

Attorney Winters stated it doesn't matter when they take the application. He said it only matters when it is returned and then it can be tracked.

Clerk Jarrell Roe stated she would like the 30 day time frame taken out of the application.

**The meeting was adjourned at approximately 6:46PM**

**Respectfully Submitted,**

**Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2021 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. on a Zoom Virtual Board meeting.

**Members Present:** Supervisor Stumbo, Clerk Heather Jarrell Roe, and Treasurer Eldridge  
Trustees: John Newman, Gloria Peterson, Debbie Swanson, and Jimmie Wilson, Jr.

**Members Absent:** none

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

**CONSENT AGENDA**

**A. MINUTES OF THE JANUARY 19, 2020 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

**1. STATEMENTS AND CHECKS FOR FEBRUARY 2, 2021 IN THE AMOUNT OF \$1,319,043.86**

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve the Consent Agenda.

The motion carried unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE - none**

**OLD BUSINESS**

**1. REQUEST TO APPROVE THE PROPOSAL FOR PROFESSIONAL SERVICES FROM CNC CONSULTING FOR CREATION OF A WEBSITE REDESIGN PROPOSAL IN AN AMOUNT NOT TO EXCEED \$16,200.00 BUDGETED IN LINE ITEM #101-266-000-801-000 (TABLED AT THE JANUARY 19, 2021 REGULAR MEETING)**

A motion was made by Treasurer Eldridge, supported by Trustee Swanson to remove from table.

Swanson.....Yes	Peterson.....Yes	Jarrell Roe.....Yes
Eldridge.....Yes	Wilson.....Yes	Newman.....Yes
Stumbo.....Yes		



**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2021 REGULAR BOARD MEETING  
PAGE 2**

**A motion was made by Clerk Jarrell Roe, supported by Trustee Wilson to Approve the Proposal for Professional Services From CNC Consulting For Creation of a Website Redesign Proposal in an Amount Not to Exceed \$16,200.00 Budgeted in Line Item #101-266-000-801-000 (Tabled at the January 19, 2021 Regular Meeting)**

**The motion carried unanimously.**

**NEW BUSINESS**

- 1. RESOLUTION 2021-04, AUTHORIZING THE CHARTER TOWNSHIP OF YPSILANTI TO SELL TO SCOTT CHATFIELD THREE VACANT PARCELS LOCATED AT 29 BROADMOOR AVE., 24 LAKEWOOD AVE., AND 30 LAKEWOOD AVE.**

**A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Resolution 2021-04, Authorizing the Charter Township of Ypsilanti to Sell to Scott Chatfield Three Vacant Parcels Located at 29 Broadmoor Ave., 24 Lakewood Ave., and 30 Lakewood Ave. (see attached).**

**The motion was carried unanimously.**

- 2. 1<sup>st</sup> READING OF RESOLUTION 2021-05, PROPOSED ORDINANCE 2021-494, AN ORDINANCE AMENDING THE CODE OF ORDINANCES CHAPTER 37 LIQUOR**

**A motion was made by Clerk Jarrell Roe, supported by Trustee Wilson to Approve the 1<sup>st</sup> Reading of Resolution 2021-05, Proposed Ordinance 2021-494, an Ordinance Amending the Code of Ordinances Chapter 37 Liquor (see attached).**

<b>Swanson.....Yes</b>	<b>Peterson.....Yes</b>	<b>Jarrell Roe.....Yes</b>
<b>Eldridge.....Yes</b>	<b>Wilson.....Yes</b>	<b>Newman.....Yes</b>
<b>Stumbo.....Yes</b>		

**The motion was carried unanimously.**

- 3. REQUEST TO APPROVE UPDATED LIQUOR LICENSE APPLICATION**

**A motion was made by Treasurer Eldridge, supported by Clerk Jarrell Roe to Approve Updated Liquor License Application.**

Treasurer Eldridge stated he made the changes from the work session during the break.

Supervisor Stumbo questioned whether we could destroy application if the application was denied. She said we can protect the information on the application but she said she didn't think it can be destroyed. She said when we do the 2<sup>nd</sup> reading of the Liquor Ordinance the application will be attached to it.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2021 REGULAR BOARD MEETING  
PAGE 3**

Treasurer Eldridge said we can approve it tonight but it will be in the board packet for the next meeting. He said if we need to do anymore changes we can do that at the next meeting.

Clerk Jarrell Roe suggested we should vote on this at the same time we vote for the other liquor Resolution.

**A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Table until the next Board meeting.**

<b>Swanson.....Yes</b>	<b>Peterson.....Yes</b>	<b>Jarrell Roe.....Yes</b>
<b>Eldridge.....Yes</b>	<b>Wilson.....Yes</b>	<b>Newman.....Yes</b>
<b>Stumbo.....Yes</b>		

**The motion was carried unanimously.**

**4. RESOLUTION 2021-06, LIQUOR LICENSING FEE SCHEDULE**

**A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Resolution 2021-06, Liquor Licensing Fee Schedule with a friendly amendment of adding a license renewal for building, fire, and liquor control inspections (see attached).**

Treasurer Eldridge stated the fees we are changed because the Township fees were below market value. He said we had numerous licenses sold to other communities which was a loss for the Township of Ypsilanti.

Attorney Winters stated there is a great deal of paperwork that has to be completed to accompany an applications. He said there is a lot of work done by the liquor committee, reviewing business plans, background checks, and possible legal issues which all comes with a cost for the Township. He said these fees are needed to help with the costs to the Township when processing these applications.

**The motion was carried unanimously.**

**5. REQUEST TO APPROVE THE SERVICE AGREEMENT BETWEEN  
WASHTENAW COUNTY AND YPSILANTI TOWNSHIP FOR THE 2019-2020  
SENIOR NUTRITION PROGRAM**

**A motion was made by Trustee Wilson, supported by Treasurer Eldridge to Approve the Service Agreement Between Washtenaw County and Ypsilanti Township for the 2019-2020 Senior Nutrition Program (see attached).**

**The motion was carried unanimously.**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2021 REGULAR BOARD MEETING  
PAGE 4**

**6. REQUEST TO APPROVE THE SERVICE AGREEMENT BETWEEN  
WASHTENAW COUNTY AND YPSILANTI TOWNSHIP FOR THE 2020-2021  
SENIOR NUTRITION PROGRAM**

**A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Approve the Service Agreement Between Washtenaw County and Ypsilanti Township for the 2020-2021 Senior Nutrition Program (see attached).**

Attorney Winters stated on these two agreements with Washtenaw County a clause added that states “nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the contractor Ypsilanti Township” which he said he is adding into the agreement so they will be in proper form.

Trustee Swanson asked if there was a difference in the cost between the two agreements.

Angela Verges, Recreation Services Manager stated there would not be a change in the cost to us. She said we are reimbursed for cost to the Township.

**The motion was carried unanimously.**

**7. REQUEST TO APPROVAL TO APPLY FOR THE 2021 COMMUNITY  
DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$157,154.00 TO  
COMPLETE DESIGN AND ENGINEERING FOR PHASE 2 OF REIMAGINE  
WASHTENAW IN YPSILANTI TOWNSHIP**

**A motion was made by Clerk Jarrell Roe, supported by Trustee Swanson to Approve the Approval to Apply for the 2021 Community Development Block Grant in the Amount of \$157,154.00 to Complete Design and Engineering for Phase 2 of Reimagine Washtenaw in Ypsilanti Township.**

Mike Hoffmeister, Residential Services Director stated each year Ypsilanti Township is allotted a number of dollars allocated by the Community Development Block Grant through Washtenaw County. He said we have been speaking with them over the past several months about our 2021 allotment and prioritizing projects for that allotment of funding. He said it was recommended by staff that we utilize the 2021 Grant to start the design, engineering, and easement work related to completing Reimagine Washtenaw. He said they are in discussions with Washtenaw County to complete the application which has a deadline of February 12, 2021. He said tonight this is for the Board to approve the funding if we receive the grant.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2021 REGULAR BOARD MEETING  
PAGE 5**

Supervisor Stumbo stated a resident requested the Township to show the residents the process for how the Township allocates CDBG dollars. She said in the past we did it internally but now we will do it formally so everyone may see how we use CDBG dollars.

**The motion was carried unanimously.**

**8. BUDGET AMENDMENT #2**

**A motion was made by Clerk Jarrell Roe, supported by Trustee Swanson to Approve Budget Amendment #2 (see attached).**

Javonna Neel, Accounting Director stated it was recommended by the auditor to separate the special millages that we have for pension, capital and capital improvements into their own separate funds.

**The motion was carried unanimously.**

**AUTHORIZATIONS AND BIDS**

- 1. REQUEST TO AWARD THE LOW BID FOR THE PUBLISHING OF THE YPSILANTI TOWNSHIP MAGAZINE TO COMMUNITY PUBLISHING AND MARKETING IN THE AMOUNT OF \$31,357.50 PER YEAR FOR THREE YEARS BUDGETED IN LINE ITEMS #226-226-000-900-000, #230-751-000-880-000, AND #101-267-000-900-000 AND APPROVAL OF THE AGREEMENT CONTINGENT UPON ATTORNEY APPROVAL**

**A motion was made by Treasurer Eldridge, supported by Trustee Peterson to Approve the Request to Award the Low Bid for the Publishing of the Ypsilanti Township Magazine to Community Publishing and Marketing in the Amount of \$31,357.50 Per Year for Three Years Budgeted in Line Items #226-226-000-900-000, #230-751-000-880-000, and #101-267-000-900-000 and Approval of the Agreement Contingent Upon Attorney Approval.**

Mike Hoffmeister, Residential Services Director stated we received three bids. He said they will be publishing three magazines a year to get more information to residents regarding recreation, golf, recycling, trash, and other news from the Township updating throughout the year. He said this is the first year of a three year contract. He said they want to get more information into residents' hands more often.

Trustee Wilson stated this was printed by Allegra Printing and wondered if we still had a contract with them.

Mike Hoffmeister stated the contract with Allegra was to print the Helpful Handbook and we have completed that contract and no longer printing the same Helpful Handbook that we have printed for the last several years.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 2, 2021 REGULAR BOARD MEETING  
PAGE 6**

Trustee Wilson asked if the Township decided only to publish the first year could we cancel the agreement at that time.

Mike Hoffmeister stated he would have the Attorney add it to the agreement.

Supervisor Stumbo stated she has only had positive feedback from residents regarding our new Township magazine.

**The motion was carried unanimously.**

**BOARD MEMBER UPDATES**

Trustee Wilson stated he would like to remind the Board and the Attorney that on March 31, 2021 we have a sunset provision coming up for the marijuana ordinances.

Clerk Jarrell Roe stated Ypsilanti Township was recognized from mParks for the skate park at the Community Center Park. She thanked Mike Hoffmeister and Angela Verges for all their hard work.

Trustee Swanson thanked the staff for their hard work in putting together the packet. She said she also want to thank Robin Castle-Hine and Carly Willis who are two great Ambassadors for the Township. Trustee Swanson thanked the residents who have stepped up in the neighborhoods to be leaders.

Supervisor Stumbo stated it is really a hard time to collect taxes with the building being closed. She said the employees are going the extra mile to serve residents. She said Trustee Swanson is gathering information for the Ethics policy and plans to bring it to the board in the next 30 days for discussion. She said the Crazy Crab Restaurant is moving forward and meeting with the Planning Commission.

**A motion was made by Trustee Wilson, supported by Trustee Peterson to Adjourn.**

**Motion carried unanimously.**

**The meeting was adjourned at approximately 8:04PM**

**Respectfully Submitted,**

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

**Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti**

# Charter Township of Ypsilanti

## RESOLUTION 2021-04

### Authorizing the Charter Township of Ypsilanti to Sell to Purchaser Scott Chatfield Three Vacant Parcels Located at 29 Broadmoor Avenue, 24 Lakewood Avenue, and 30 Lakewood Avenue

**WHEREAS**, on or about **December 28, 2011** Washtenaw County Treasurer Catherine McClary, acting in her capacity as the **Foreclosing Governmental Unit** (FGU) under the Authority of the **General Property Tax Act** (GPTA) foreclosed upon certain properties in the Washtenaw County Circuit Court due to delinquent real property taxes which included three vacant parcels located in Ypsilanti Township to wit: 29 Broadmoor Avenue, 24 Lakewood Avenue, and 30 Lakewood Avenue and,

**WHEREAS**, on or about **December 30, 2011** the Charter Township of Ypsilanti received a "**Quit Claim Deed**" from County Treasurer McClary which included the legal descriptions of the three vacant parcels which are as follows:

**Parcel 1:**

**K-11-02-457-007, Broadmoor Ave., Ypsilanti, MI 48198** with a legal description of YP# 55-31 Lot 445 Devonshire Subdivision No.4,

**Parcel 2:**

**K-11-02-457-008, Lakewood Ave., Ypsilanti, MI 48198** with a legal description of YP# 55-20 Lot 435 Devonshire Subdivision No. 4,

**Parcel 3:**

**K-11-02-457-009, Lakewood Ave., Ypsilanti, MI 48198** with a legal description of YP# 55-21 Lot 436 Devonshire Subdivision No.4; and

**WHEREAS**, on **February 20, 2020** Scott Chatfield requested of the Ypsilanti Township Assessing Department to purchase the three vacant lots as described above which were needed by him to develop "...**two 875**

**square feet drive in restaurant buildings and two self storage buildings of 4,500 square feet and 4,900 square feet respectively** on properties that are contiguous to the Township's three vacant parcels, all of which are located between Lakeview Avenue and Broadmoor Street near 2002 E. Michigan Avenue, and;

**WHEREAS**, at a regular Board meeting held on **April 21, 2020** the Ypsilanti Township Board of Trustees authorized the sale of the three vacant lots to Purchaser Scott Chatfield which according to the "**Appraisal Report**" prepared by Deputy Assessor Brian McCleery dated **March 16, 2020** are valued at **\$10,000**, and;

**WHEREAS**, during the remainder of 2020 and 2021 Purchaser Scott Chatfield has followed through in obtaining all of the necessary approvals from the required reviewing agencies including Ypsilanti Township, YCUA, Washtenaw County Water Resources Commission, needed to develop the "**Drive In and Self Storage projects**" which development will incorporate the three vacant lots owned by the Township and will enable Purchaser Scott Chatfield to adhere to all of the stormwater management requirements as well as construct an "**on site retention basin**" to handle all run off water from the site, and;

**WHEREAS**, on **January 18, 2021** Scott Chatfield signed the proposed "**Purchase Agreement**" (a copy of which is attached hereto and incorporated by reference) in which he will remit to the Township the sum of **\$10,000** in accordance with the Appraisal Report dated **March 16, 2020**.

**NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:**

1. That the Township Board accept the Purchase Offer submitted hereto and authorize the execution of the "**Purchase Agreement**" by Supervisor Brenda L. Stumbo and Clerk Heather Jarrell Roe.

2. That the Township authorize Supervisor Stumbo and Clerk Roe to execute all documents required by Campbell Title to effectuate the transfer of the three vacant parcels to Purchaser Scott Chatfield once a closing date has been scheduled.

3. That a certified copy of this Resolution be forwarded to Campbell Title as set forth in Paragraph 23 of the Purchase Agreement.

I, Heather Jarrell 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. 2021-04 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 2, 2021.



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Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti



# Charter Township of Ypsilanti

## RESOLUTION 2021-05

### Amending Chapter 37 of the Ypsilanti Township Code of Ordinances

**Whereas**, the Township Code of Ordinances, Chapter 37, contains provisions regarding liquor licensing, liquor control enforcement, and liquor inspections: and

**Whereas**, Chapter 37 was last updated and revised in accordance with adoption of Ordinance No. 2005-360 on August 16, 2005; and

**Whereas**, the number of new on-premise liquor licenses available to be approved by the Board of Trustees is limited by a quota system mandated by state law and controlled by state liquor control regulations; and

**Whereas**, the number of on-premise liquor licenses available to be approved by Ypsilanti Township as a local governmental unit of the state is restricted by state law to one license for every 1,500 residents, which currently equates to a total of 36 on-premise liquor licenses based upon 2010 U.S. Census data reporting the Township's population as 53,362 people; and

**Whereas**, to date, the Board of Trustees has approved a total of 31 new on-premise liquor licenses intended to be used by businesses operating in Ypsilanti Township for the benefit of Township residents; and

**Whereas**, an analysis of new on-premise liquor licenses previously approved by the Board of Trustees shows that 17 of 31 new on-premise liquor licenses approved by the Board of Trustees and intended for use in Ypsilanti Township, which equals approximately 55% of all licenses granted to applicants, have been sold by the applicant and transferred for use in other local governmental units within Washtenaw County; and

**Whereas**, in addition to 17 on-premise liquor licenses having been sold and transferred out of Ypsilanti Township, an additional five (5) on-premise liquor licenses in Ypsilanti Township are currently held in escrow and are not being used; and

**Whereas**, the typical monetary value of an on-premise liquor license asset offered for sale on the open market has been reliably reported to be as much as 80

times more than the current license application fee being charged by Ypsilanti Township; and

**Whereas**, the 17 new on-premise liquor licenses approved by the Board of Trustees and transferred out for use in other communities continue to be counted in perpetuity against Ypsilanti Township's quota of on-premise liquor licenses in accordance with state law and regulations with no recourse available to retain or recover such licenses to promote future economic development for the benefit Township residents; and

**Whereas**, in light of the pattern of loss of on-premise liquor licenses and the desire to improve the manner and process used to consider applications for new on-premise liquor licenses, proposed **Ordinance No. 2021-494** attached updates and revises Chapter 37 in its entirety, defines the authority and role of the Township liquor committee, clarifies the application process for various Township departments, updates definitions to align with changes in state law, updates the minimum required contents of a license application, removes application fees and refers to a new fee schedule to be adopted by the Board of Trustees, defines the process and criteria for annual license renewal, and updates the criteria for nonrenewal or revocation of a license.

**Now therefore** be it resolved that **Ordinance No. 2021-494** attached hereto is adopted by reference.

# Charter Township of Ypsilanti

## Ordinance No. 2021 – 494

### *An ordinance amending the Code of Ordinances of the Charter Township of Ypsilanti*

The Charter Township of Ypsilanti *ordains* that the Charter Township Code of Ordinances is amended as follows:

**Delete** in its entirety **Chapter 37**, entitled “**LIQUOR.**”

**Add** in its entirety the following new **Chapter 37**, entitled “**LIQUOR**” with the following new language:

#### **Chapter 37 - LIQUOR**

##### ARTICLE I - IN GENERAL

###### Sec. 37-1. – Liquor Committee.

The township liquor committee is comprised of members recommended by the township supervisor and appointed by the township board. The purpose of the liquor committee is to receive and review applications for new and transferred on-premise liquor licenses and associated permits; to receive recommendations from township departments regarding such applications; and to make recommendations to the township board for approval or denial of such licenses. The liquor committee may, in its discretion, seek to meet with applicants and obtain any information it deems appropriate in order to determine the applicant's suitability to be granted a township liquor license, the suitability of the proposed location and facilities where the license would be used, and the long term viability of the applicant's business plan. The liquor committee shall act in the best interests of the community to promote and preserve public health, safety and welfare; to promote economic development and prevent the economic loss of transferable liquor licenses; and to make recommendations for the equitable use of quota-restricted on-premise liquor licenses and permits available for use in the township through the state liquor control commission.

Secs. 37-2 —37-20. - Reserved.

##### ARTICLE II. - LICENSES

###### Sec. 37-21. - Title.

This article shall be known and cited as the Charter Township of Ypsilanti Liquor License Ordinance.

###### Sec. 37-22. - Purpose.

The purpose of this chapter is to promote and preserve the public peace, health, safety and welfare through the local regulation of the application, transfer, relocation, review, issuance, renewal, and revocation of liquor licenses for liquor establishments to the fullest extent permissible under state law, based upon a recognition of the impact of liquor licenses upon the well being of the community as a whole.

###### Sec. 37-23. - Required.

No person, firm, corporation, association or partnership (hereinafter "person") shall sell alcoholic liquor or any other beverage defined in section 37-24 below, whether for consumption on or off the premises, within the Charter Township of Ypsilanti (Township), without first obtaining a license as provided by state law. Furthermore, such person shall, in addition to compliance with the requirements of state law, establish compliance with all local building, property maintenance, electrical, mechanical, plumbing, fire, zoning and public health regulations, and obtain a special conditional use permit if required. This shall not apply to special licenses granted by the Michigan Liquor Control Commission for one day events allowed by statute, the procedures for which shall be governed by such statutes.

###### Sec. 37-24. - Definitions.

- (a) *Alcoholic liquor* means any spirituous, vinous, malt, or fermented liquor, powder, liquids, and compounds, whether or not medicated, proprietary, patented, and by whatever name called,

containing 1/2 of 1% or more of alcohol by volume that are fit for use for food purposes or beverage purposes as defined and classified by the state liquor control commission.

- (b) *Beer* means any beverage obtained by alcoholic fermentation of an infusion or decoction of barley, malt, hops or other cereal in potable water.
- (c) *Wine* means the product made by the normal alcoholic fermentation of the juice of sound, ripe grapes, or any other fruit with the usual cellar treatment, and containing not more than 21% of alcohol by volume, including cider made from apples or pears, or both, which contains at least ½ of 1% of alcohol by volume, or mead, or honey wine made from honey, fermented fruit juices other than grapes, and mixed wine drinks.
- (d) *Spirits* means any beverage which contains alcohol obtained by distillation, mixed with potable water or other substances, or both, in solution, and includes wine containing an alcoholic content of more than 21 percent by volume, except sacramental wine and mixed spirit drink.
- (e) *Alcohol* means the produce of distillation of fermented liquid, whether or not rectified or diluted with water, but does not mean ethyl or industrial alcohol, diluted or not, that has been denatured or otherwise rendered unfit for beverage purposes.
- (f) *Sacramental wine* means wine containing not more than 24 percent of alcohol by volume which is used for sacramental purposes.
- (g) *Brandy* means alcoholic liquor as defined in Federal Regulations, 27 CFR 5.22d (1980).
- (h) *Mixed wine drink* means a drink or similar product marketed as a wine cooler and containing less than seven percent alcohol by volume, consisting of wine and plain, sparkling, or carbonated water and containing any one or more of the following:
  - (1) Nonalcoholic beverages.
  - (2) Flavoring.
  - (3) Coloring materials.
  - (4) Fruit juices.
  - (5) Fruit adjuncts.
  - (6) Sugar.
  - (7) Carbon dioxide.
  - (8) Preservatives.
- (i) *Mixed spirit drink* means a drink produced and packaged or sold by a mixed spirit drink manufacturer or an outstate seller of mixed spirit drink which contains ten percent or less alcohol by volume consisting of distilled spirits mixed with nonalcoholic beverages or flavoring or color materials and which may also contain water, fruit juices, fruit adjuncts, sugar, carbon dioxide, or preservatives.
- (j) *Alcohol vapor device* means any device that provides for the use of air or oxygen bubbled through alcoholic liquor to produce a vapor or mist that allows the user to inhale this alcoholic vapor through the mouth or nose.

Sec. 37-25. - Application for new "on-premises" license.

- (a) In addition to such application as may be required by the state liquor control commission for licensing or permitting by the state, applications shall also be made to the township board for a township license to sell or sample alcoholic liquor, beer, wine, or spirits, etc., for all types of on-premises consumption. Such separate application shall be filed in writing and submitted to the township clerk's office with all required fees. It shall be signed by the applicant if an individual or by a duly authorized agent, if a partnership or corporation, verified by oath, or affidavit, and shall contain, at a minimum the following information:
  - (1) The name, birth date and address of the applicant in the case of an individual; or in the case of any type of partnership, the partners thereof (anyone entitled to share in the profits); in the case of a corporation, the object for which organized, the names and addresses of the officers and directors and of all shareholders holding directly or indirectly five percent or more of the voting stock or shares of the corporation.
  - (2) The citizenship and place of birth of the applicant, and, if a naturalized citizen, the time and place of naturalization.
  - (3) The nature of business that the applicant is engaged in; and in the case of a corporation, the object for which it was formed.
  - (4) The length of time said applicant has been in business of that nature, or, in the case of a corporation, the date when its charter was issued.
  - (5) The location and description of the premises or place of business which is to be operated under such license.
  - (6) A statement whether applicant has ever operated or made application for a similar or other license or permit on any premises other than described in this application, and the disposition of such operation or application.

- (7) A statement indicating whether the applicant has ever had a similar or other license suspended, revoked, or was found responsible for regulatory violations, and the disposition of such suspension, revocation, or regulatory non-compliance.
  - (8) A statement indicating whether the applicant has ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations, and to list any such relevant information; that the applicant is not disqualified to receive a license by reason of any matter or thing contained in this division or the laws of the State of Michigan. Such statements shall be verified, to the extent possible, by the township's designated liquor enforcement officials who shall report the results of such investigation to the township liquor committee prior to any final decision by the township board upon the application.
  - (9) A statement that the applicant will not violate any laws of the State of Michigan or of the United States or any ordinances of the township in the conduct of its business.
  - (10) The application shall be accompanied by building and site plans showing the entire structure and premises and, in particular, the specific areas where the license is to be utilized. The plans shall demonstrate zoning and building code compliance including adequate off-street parking, lighting, refuse disposal facilities, landscaping, and where appropriate, adequate plans for screening and noise control.
  - (11) The application shall be accompanied by a general area plan encompassing a one-quarter mile area showing the proximity of churches and schools (giving distances in lineal feet) to the proposed building.
  - (12) Authorization shall be provided to the township for access to any and all files which may be in the possession of the Michigan Liquor Control Commission regarding that commission's investigation of the transferee as a present licensee, as a previous licensee, or with regard to any license which the transferee has held a partial interest in.
  - (13) A statement that all personal property taxes, all real property taxes, business registration, code enforcement, and inspection fees, and all other obligations due and payable to the township have been paid with regard to the premises for which a license is sought or from which it is being transferred.
  - (14) The liquor committee may require any additional information it deems appropriate in order to make a fully informed recommendation to the township board.
- (b) *Restrictions on licenses:* No license shall be issued to:
- (1) A person whose license, under this division, has been revoked for cause.
  - (2) A person who, at the time of application or renewal of any license issued herein, would not be eligible for such licenses upon a first application.
  - (3) A partnership, regardless of type, unless all of the members of such co-partnership shall qualify to obtain a license.
  - (4) A corporation, if any officer, manager or director thereof, or a stock owner or stockholders owning in the aggregate more than five percent of the stock of such corporation, would not be eligible to receive a license hereunder for any reason.
  - (5) A person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee.
  - (6) A person who has been convicted or found responsible for a violation of any federal or state law or administrative rule of the state liquor control commission concerning the manufacture, possession or sale of alcoholic liquor or a controlled substance.
  - (7) A person who does not own the premises for which a license is sought or does not have a lease therefore for the full period for which the license is issued, or to a person, corporation, or partnership (of any type) that does not have sufficient financial assets to carry on or maintain the business.
  - (8) Any law enforcing public official or any member of the township board, and no such official shall be interested in any way either directly or indirectly in the manufacture, sale or distribution of alcoholic liquor.
  - (9) For premises where there exists a violation of applicable building, electrical, mechanical, plumbing, fire, or zoning codes, or public health regulations, or any other applicable township ordinance.
  - (10) For any premises not having obtained a special conditional use permit as required by the zoning code.
  - (11) A person who is in default of any personal property taxes, property taxes, real property taxes, or any other obligations due and payable to the township.
  - (12) For premises where it is determined by a majority of the township board that the premises does not, or will not reasonably soon after commencement of operations, fully comply with zoning and site plan requirements including having adequate off-street parking, lighting, refuse disposal facilities, screening, landscaping, noise, or nuisance control; or where a nuisance exists or will exist as a result of approval of a liquor license at the location.

(13) Where the township board determines, by majority vote, that the proposed location is inappropriate considering the character of the area; the attitude and perspective of adjacent residents and property owners who would be impacted by issuance of a license; traffic safety; accessibility to the site from abutting roads; capacity of abutting roads to accommodate the new commercial activity; distance from public or private schools for minors; proximity of the inconsistent zoning classification; and accessibility from primary roads or state highways.

- (c) *Recommendation from the liquor committee and township departments.* Following receipt of a fully completed application, fees and other information as may be required by the township, such application shall be forwarded to the township liquor committee, the office of community standards, the applicable law enforcement agency, the fire department, the building department, the township treasurer, and such other departments as may be required by the particular case. The applicable departments shall fully investigate the applicant, inspect the site and building where the requested license would be used, and submit recommendations to the liquor committee. The liquor committee, upon receipt and review of all applicable reports and recommendations, shall make an informed final recommendation to the township board for its consideration. The township board may request from the applicant other pertinent information as it deems necessary in order to make a determination. For license applications that also require local governmental approval for a state license, the township clerk's office shall submit the township board's approval or disapproval to the Michigan Liquor Control Commission as required by state law.
- (d) *Application fees.* At the time of filing an application for any type of license or permit required in this division, the applicant shall pay all required fees established by resolution of the township board, some or all of which may be nonrefundable.

The established fees shall be charged for each license requested; provided, however, that individuals making applications for more than one license for use concurrently at the same location may be required to pay only one license fee, or a prorated license fee, at the discretion of the township clerk. When exercising this discretion, the township clerk shall consider the related nature of the licenses and the type of investigation warranted.

All fees shall be paid in full at the time application is made and prior to dissemination of the application for investigation and recommendation by the liquor committee and applicable township departments.

- (e) *Term of license.* Approval of a license shall be for no more than a period of one year and shall conform to requirements and expiration cycles of state law. . Furthermore, approval of a license by the township shall be with the understanding that any necessary remodeling or construction for the use of the license shall be commenced pursuant to required building permits within six (6) months of the action of the township board or final approval by the Michigan Liquor Control Commission. Any unreasonable delay in the completion of such remodeling or construction, or any unreasonable delay in placing the subject license into active use for any reason, as well as any other violation of state or local law, may subject the license to revocation upon notice and hearing as detailed elsewhere herein.
- (f) *License renewal.* Each license approved under this article shall expire each year concurrent with the expiration of the required state license or permit. Each license holder shall apply to the office of community standards to renew their license no later than 90 days prior to its expiration date and shall pay all required license renewal fees in advance. The office of community standards shall review the licensee's regulatory compliance history, public safety response history, and account status for applicable taxes and fees. The office of community standards and the fire marshal shall inspect the licensed premises for compliance with all applicable codes and regulations, shall cite the licensee for code deficiencies, and shall verify compliance prior to the expiration date of the license. The office of community standards shall determine whether there is cause to object to the renewal of the license in accordance with the criteria for nonrenewal or revocation described elsewhere herein. If necessary, the office of community standards shall initiate the procedure for objections as described elsewhere herein. When there is no cause to object, then the license shall automatically renew for a period not to exceed one year. The office of community standards shall report the renewal status of each active township license to the township liquor committee and the township board on an annual basis.
- (g) *Reservation of authority.* No such applicant for a liquor license has the right to the issuance of such license, and the township board reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of such license. Additionally, no applicant for a liquor license has the right to have such application processed and the township board further reserves the right to take no action with respect to any application filed with the township board. The township board further reserves the right to maintain a list of all applicants and to review the same when, in its discretion, it determines that the issuance of an additional liquor license is in the best interest of the township at large and for the needs and convenience of its citizens.
- (h) *License hearing.* The township board shall grant a public hearing upon the license application when, in its discretion, the township board determines that the issuance of an additional liquor license is in the best interests of the township at large and for the needs and convenience of its citizens. Following such hearing, the township board shall submit to the applicant a written statement of its findings and determination. The township board's determination will be at a minimum based upon satisfactory compliance with the appropriate requirements and restrictions set forth in subsections (a) and (b) above.

- (i) *Application denied—Reapplication.* No person whose application is denied regardless of the reason, may re-apply for a period of a minimum of one year from the date of such denial, regardless of the proposed location.

Sec. 37-26. - Inspection required.

All licensees, whether "on-premises" or "off-premises" shall make the licensed premises available for inspection and search by either a state liquor control commission investigator or a local law enforcement officer designated by either the state or the township, during regular business hours or when the licensed premises are occupied by a licensee or a clerk, servant, agent or employee of the licensees. Evidence of a violation discovered pursuant to this subsection may be seized and used in an administrative or court proceeding. Furthermore, all prospective licensees and applicants shall make the premises available for inspection by the township's representatives so as to establish compliance with all applicable building, electrical, mechanical, plumbing, fire, zoning, public health regulations, or any other applicable township ordinance or regulation.

Sec. 37-27. - Revocation/nonrenewal authorized.

Each establishment within the township for which a license or permit is granted, whether for consumption of alcohol "on-premises" or "off-premises" shall be operated and maintained in accordance with all applicable state laws, local ordinances, laws and regulations (in addition to the provisions contained in this article), and in a clean and sanitary manner meeting the approval of applicable township departments and policing agencies. Upon any violation of this division, or such other applicable laws, ordinances and regulations, the township board may, after notice and hearing described below, request the state liquor control commission to refuse renewal, revoke, or take such other action as may be required with regard to such licenses.

Sec. 37-28. - Procedure for objections and request for revocation.

- (a) *Procedure.* If the township receives information that any licensee has committed a violation of state or local law, including but not limited to, the terms and provisions of this article, the liquor enforcement officer involved shall prepare a report in writing specifying (i) the specific factual details of such violation(s); (ii) the particular law or ordinance violated; and (iii) any other information or recommendation relevant to a proper determination by the township board as to the nature of such violation(s) and the appropriate action to be taken by the township.
- (b) The liquor enforcement officer shall file the original report prepared under subsection (a) above with the township board, and serve a copy of such report upon the licensee or its authorized agent or employee, personally or by registered mail.
- (c) Within 20 days from the date such report has been filed with the township board, the township clerk shall set a date for a hearing before the township board on the alleged violation(s) for a determination by the township board as to whether or not the township board shall require and recommend to the state liquor control commission that the commission revoke, or deny the renewal of, any license. Notice of this hearing shall be served by the township clerk upon the licensee or its authorized agent or employee, personally or by registered mail, not less than ten days before the scheduled hearing date, and such notice shall contain the following:
  - (1) Notice of proposed action;
  - (2) Reason for the proposed action;
  - (3) Date, time and place of the hearing;
  - (4) A statement that the license holder may present evidence and testimony and confront adverse witnesses;
  - (5) A statement that the license holder has the right to be represented by legal counsel at the hearing.
- (d) At all such hearings, the licensee shall have the legal right to defend against the allegations made by way of confronting any adverse witnesses, by being allowed to present live witnesses in its own behalf, by being allowed to present other evidence in its own behalf, and by being allowed to present arguments personally or through legal counsel in its own behalf.
- (e) The township board shall prepare a written statement of its findings, which may be formal or informal in nature within a reasonable time, not to exceed 60 days, after the conclusion of all such hearings. Such statement of findings may be embodied in a resolution as described in subsection (f) below, if the township board determines that objections to renewal, or request for revocation of, a license or related permit is appropriate.
- (f) If the township board determines after due notice and proper hearing that competent, material and substantial evidence exists that a violation of state or local law has been committed by a licensee or that, even if no violation has been demonstrated, nevertheless the interests of public health, safety or welfare warrant that the township board object to renewal or request revocation of any existing license

issued to such licensee, the township board may adopt a resolution recommending to the state liquor control commission that it deny renewal or revoke any such license to such licensee.

- (g) Within ten days of the township board's final approval of any such resolution, the township clerk shall forward a copy thereof to the state liquor control commission pursuant to MCLA 436.1501 as amended, as the township board's official notice of objection to renewal or request for revocation of any existing license or related permit, a copy of which shall be sent by registered or first class mail to the licensee.
- (h) *Criteria for nonrenewal or revocation.* The township board may recommend nonrenewal or revocation of a license to the state liquor control commission upon a determination by the township board that based upon competent material and substantial evidence presented at the public hearing, any of the following exists:
- (1) Violation of any of the restrictions of licenses set forth in, or any provision of, this article or any other law, ordinance, or state statute or the administrative rules or provisions of the State Liquor Control Act.
  - (2) Maintenance of a nuisance upon the premises, including, but not limited to, any of the following:
    - a. Existing violations of building, property maintenance, zoning, health, fire or regulatory codes.
    - b. A pattern of patron conduct upon or in the neighborhood of the licensed establishment which is a violation of the law or which disturbs the peace, order, and tranquility of the neighborhood including, but not limited to, on-street parking congestion, diminished traffic and pedestrian safety, litter, and unreasonable noise.
    - c. Failure to maintain the grounds and exterior of the licensed establishment, including litter, debris, or blowing refuse, or any of these being deposited upon adjoining properties.
    - d. Failure to maintain the safety and security of the licensed premises and exterior grounds free from dangerous or unlawful activity.
    - e. Any advertising, promotions or activity which by its nature causes, creates or contributes to disorder, disobedience to rules, ordinances or laws, or contributes to the disruption of normal activities of those in the neighborhood of the licensed establishment.
  - (3) Any condition of delinquency or default in the payment of any tax, fee, charge, utility bill, special assessment, other debt, or unpaid judgment to the township, whether owed by licensee, establishment or property owner.
  - (4) Perjury or any material misrepresentation of information in any application required or hearing held pertaining to the grant, renewal, or revocation of any license or permit.
  - (5) Any other appropriate reason as determined by the township board.

#### Sec. 37-29. - Transfer of existing licenses.

The transfer of any existing "on premise" liquor license covered hereunder shall be subject to each of the requirements, criteria and procedure, including fees, set forth in this article for the granting of a new liquor license. Notwithstanding the above, where the requested transfer is for the purpose of transferring the ownership of an existing facility, and no changes or renovations are proposed for the site or to the building, the applicant is not required to provide the building and site information which would otherwise be required for a new license applicant. In addition, the transferee or applicant shall furnish any necessary authorization to permit the township access to any and all files which may be in the Michigan Liquor Control Commission's possession regarding that commission's investigation of the transferee as a present licensee, or as a previous licensee, or with regard to any licensee in which the transferee has held a partial interest.

#### Sec. 37-30. - Transfer of existing location.

No existing "on premise" license location shall be transferred within or without the township boundaries without proper application to and approval of the township board.

#### Sec. 37-31. - Penalties.

Any person, whether licensed or not, who furnishes those substances defined in section 37-24 "Definitions" without having obtained the appropriate license therefore as required, shall be guilty of a misdemeanor, punishable by imprisonment in the county jail for not more than 90 days or by a fine of not more than \$1,000 plus court costs, or both, in the discretion of the court. Each day that a violation exists shall constitute a separate offense.

#### Secs. 37-32—37-50. - Reserved.

### ARTICLE III. - LIQUOR INSPECTIONS

#### Sec. 37-51. - Title.

This article shall be known as and cited as the Charter Township of Ypsilanti Liquor Inspection Ordinance.



Sec. 37-52. - Definitions.

Those definitions enumerated in section 37-24 of this Code shall be and hereby are specifically incorporated herein by reference as if each and every one were more particularly set forth.

Sec. 37-53. - Liquor Control Act of the State of Michigan.

All alcoholic liquor traffic, including but not limited to, the manufacture, sale, offer for sale, consumption, storage for sale, possession and/or transportation thereof within Township of Ypsilanti shall comply within the provision of the Michigan Liquor Control Act, being Public Act 8 of 1933, as amended, and the provisions of this Code.

Sec. 37-54. - Enforcement.

The township ordinance department officers are authorized to enforce the provisions of the Michigan Liquor Control Act, being Public Act 8 of 1933; the rules and regulations of the Michigan Liquor Control Commission adopted pursuant to said Act; and the provisions of this chapter. Any duly sworn law enforcement officer with proper jurisdiction is authorized to enforce the provisions of this chapter.

Sec. 37-55. - Inspection.

The township ordinance department officers shall inspect, on a regular basis, all liquor establishments licensed under the Liquor Control Act of the State of Michigan, and report the results of all inspections promptly to the township board. The township ordinance department officers shall further promptly investigate all complaints received by it concerning violations of the Michigan Liquor Control Act or improper operations and practices concerning alcoholic liquor traffic within the township and report the same to the township board and, where appropriate under the Michigan Liquor Control Act, to the Michigan Liquor Control Commission, for appropriate proceedings against the violator.

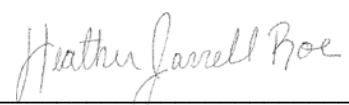
All ordinance department officers enforcing the Michigan Liquor Control Act shall carry appropriate identification issued by the township identifying them as township liquor control inspectors and shall present said identification to the owner or manager of every place inspected by them when making an inspection upon demand for identification by such owner or manager.

Inspectors have the right to inspect any place in the township where alcoholic liquor is manufactured, sold, offered for sale, kept for sale, possessed, or transported, or where the inspector has a reasonable suspicion that the same is being thus manufactured, sold, offered for sale, kept for sale, possessed or transported. Whenever possible, all inspection reports shall be made on liquor law enforcement forms furnished by the Michigan Liquor Control Commission or on forms similar to the forms furnished by the Michigan Liquor Control Commission.

Sec. 37-56. - Penalties.

Any person, whether licensed or not, who shall violate any of the provisions of the Michigan Liquor Control Act or any rule or regulation of the Michigan Liquor Control Commission promulgated thereunder, or who shall violate any of the township's ordinances pertaining to the regulation of alcohol traffic, or any person who shall prohibit or interfere with the authorized inspection by a member of the township ordinance department shall be guilty of a misdemeanor, punishable by imprisonment in the county jail not more than 90 days or by a fine of not more than \$500 or both, in the discretion of the court. Each day that a violation continues to exist shall constitute a separate offense.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2021-494 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on February 2, 2021. The second reading is scheduled to be heard on March 2, 2021.



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Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

# Charter Township of Ypsilanti

## RESOLUTION 2021-06

### Liquor Licensing Fee Schedule

**Whereas**, the Township Code of Ordinances, Chapter 37, contains specific provisions establishing liquor licensing fees, and

**Whereas**, the number of new on-premise liquor licenses available to be approved by the Board of Trustees is limited by a quota system mandated by state law and controlled by state liquor control regulations; and

**Whereas**, the number of on-premise liquor licenses available to be approved by Ypsilanti Township as a local governmental unit is restricted by state law to one license for every 1,500 residents, which currently equates to a total quota of 36 on-premise liquor licenses based upon 2010 U.S. Census data showing the Township's population of 53,362 people; and

**Whereas**, to date, the Board of Trustees has approved a total of 31 new on-premise liquor licenses intended for use by businesses operating in Ypsilanti Township for the benefit of Township residents; and

**Whereas**, an analysis of new on-premise liquor licenses previously approved by the Board of Trustees shows that 17 of 31 new on-premise liquor licenses approved by the Board of Trustees and intended for use in Ypsilanti Township, which equals approximately 55% of all new licenses granted to applicants, have been sold by the applicant and transferred for use outside of Ypsilanti Township in other local governmental units within Washtenaw County; and

**Whereas**, in addition to the loss of 17 on-premise liquor licenses, five (5) additional on-premise liquor licenses in Ypsilanti Township are currently held in escrow and are not being used; and

**Whereas**, the 17 on-premise liquor licenses approved by the Board of Trustees and transferred out for use in other communities continue to be counted in perpetuity against Ypsilanti Township's quota of on-premise liquor licenses in accordance with state law and state regulations with no recourse available to retain or recover such

licenses to further promote future economic development for the benefit of the residents of Ypsilanti Township; and

**Whereas**, the typical monetary value of an on-premise liquor license offered for sale on the open market has been reliably reported to be as much as 80 times more than the current license application fee being charged by Ypsilanti Township; and

**Whereas**, the licensing fee currently being charged for a new on-premise liquor license is misaligned with the true market value of such a license thereby contributing to the continued pattern of loss of such licenses being sold and transferred outside of Ypsilanti Township to the detriment of economic development and Township residents; and

**Whereas**, the Township liquor committee has studied liquor licensing fees and has recommended removing licensing fees from Chapter 37 of the Code of Ordinances and adopting a separate Liquor License Fee Schedule that can be periodically reviewed and revised as necessary by the Board of Trustees for the benefit of the community.

**Now therefore** be it resolved that the Liquor License Fee Schedule attached hereto is adopted by reference.

I, Heather Jarrell 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. 2021-06 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 2, 2021.



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Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti



**FEE SCHEDULE**

**(Effective March, 11<sup>th</sup>, 2020)**

New On-Premises License (such as a Class C, Hotel A, Hotel B, Tavern, etc.)	\$5,000.00
New Manufacturing or Non-Retail License with On-Premise Permit (such as a Micro-Brewer and Wine Maker)	\$5,000.00
Transfer of Location & Ownership of an Existing On-Premise License	\$5,000.00
Transfer of Location and Ownership of an Existing On-Premises License (previously approved outside of the Charter Township of Ypsilanti)	\$5,000.00
Transfer of Location of an Existing On-Premise License (previously approved by the Charter Township of Ypsilanti)	\$2,500.00
Transfer of Ownership of an Existing On-Premise License (previously approved by the Charter Township of Ypsilanti)	\$2,500.00
Other Changes (Stock Ownership, Addition of Space, Deletion of a Partner, etc.)	\$1,500.00
Other Changes, not specified	\$1,500.00
License Renewal Fee (Building Inspection, Fire Inspection, Liquor Control Officer Inspection, etc.)	\$150.00

**SERVICE CONTRACT - FEDERAL FUNDED**

AGREEMENT is made this \_\_\_1st\_\_\_ day of \_\_\_\_\_ October\_\_\_\_\_, 2019, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107(“County”) and **Charter Township of Ypsilanti** located at **2025 E. Clark, Ypsilanti, MI 48198**(“Contractor”).

Federal Awarding Agency	Administration on Aging, Office of Services to the Aging
Federal / State Contract Number	75-0142-0-1-506
Federal Program Title	“Special Programs for the Aging Title III, Part Nutrition Services”
CFDA Number	93.045
Federal Funding %	100%

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

ARTICLE I - SCOPE OF SERVICES

The Contractor will be responsible for administering the congregate and/or home delivered meals programs for qualifying Washtenaw County residents in accordance with local, state, and federal requirements as outlined:

- Attachment A
- AAA1-B Request for Proposals and Operating Standards Manual FY 2020-2022.
- Senior Nutrition Program Policies & Procedures Manual
- Washtenaw County Staff & Volunteer Handbook

ARTICLE II - COMPENSATION

The County will pay the Contractor an amount contract amount not to exceed \$13,375

- 5500 Congregate Meals @ \$2.25 not to exceed \$12,375.
- Supply Reimbursement not to exceed \$1,000

The County agrees to make payments in monthly installments in accordance with the process and timeline in Attachment B, unless otherwise approved in writing by the parties. If at the end of the term of this Agreement there are unexpended portions of the contract amount, the unexpended funds will be retained by the County for reallocation to other purposes.

No funds shall be disbursed under this Agreement by the Contractor or any other subcontractor except under a written contract and unless the subcontractor is in compliance with all County and Federal requirements regarding fiscal matters and civil rights to the extent these requirements are applicable. The Contractor shall provide the County with copies of the contracts with subcontractors.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the OCED Human Services Program Specialist and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies. Documentation shall include payments for purchases, vouchers and other official documentation that show in proper detail the nature and propriety of such expenditures. All documents must be clearly identifiable and readily accessible. Where any expenditure is allocable only in part to services under this Agreement, the Contractor shall maintain and make available on request sufficient documentation to demonstrate the reasonableness of the allocation.

The Contractor agrees to securely maintain its records for a period of five (5) years after the final disbursement to the Contractor. The Contractor shall permit the County to examine these records upon giving reasonable notice to the Contractor. The County may, at a reasonable time after giving reasonable notice, cause an audit of the records of the Contractor.

#### ARTICLE IV - TERM

This contract begins on October 1, 2019 and ends on September 30, 2020 *with an option to extend for two (2) additional one (1) year periods.*

#### ARTICLE V - PERSONNEL

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

Section 2 - The Contractor 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 contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

#### ARTICLE VI-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 VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw 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 Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw 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 contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

#### ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, 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 and the Area Agency on Aging 1-B shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
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 Washtenaw 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 Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies

selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw 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 Contractor 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 Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Office of Community and Economic Development & **Contract #**\_\_\_\_\_, 110 N. Fourth Ave, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

#### ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor 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.

#### ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract 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 XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract 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 Contractor.

#### ARTICLE XII – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;



2. Have not within a three-year period preceding this Contract 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

### ARTICLE XIII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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;
2. 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 Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities,” in accordance with its instructions;
3. This language shall be included in the award documents for all sub-awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### ARTICLE XIV - DRUG-FREE WORKPLACE

#### Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County 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 County, 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 the County;
- 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).

#### Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it 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, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

#### ARTICLE XV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

#### ARTICLE XVI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor 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 Contractor 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 Contractor 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 Contractor, 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 XVII - 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 contract with the County to pay their employees under that contract, a minimum of either \$13.61 per hour with benefits or \$ 15.18 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2020 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor 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 XVIII - EQUAL ACCESS

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

#### ARTICLE XIX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor 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 contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

#### ARTICLE XX - ASSIGNS AND SUCCESSORS

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

#### ARTICLE XXI - TERMINATION OF CONTRACT

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

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within

the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

#### ARTICLE XXII - PAYROLL TAXES

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

#### ARTICLE XXIII- PRACTICE AND ETHICS

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

#### ARTICLE XXIV- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

#### ARTICLE XXV - CHOICE OF LAW AND FORUM

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

#### ARTICLE XXVI-FEDERALLY REQUIRED PROVISIONS

When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For "federally assisted construction contracts" as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60—1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland "Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of "funding agreement" under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan's energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor 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.

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXVII - EXTENT OF CONTRACT

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

ATTESTED TO:	WASHTENAW COUNTY
By _____	_____
Lawrence Kestenbaum (DATE) County Clerk/Register	Gregory Dill (DATE) County Administrator

APPROVED AS TO CONTENT:	CONTRACTOR
By: _____	_____
Teresa Gillotti (DATE) Director, Office of Community And Economic Development	Brenda Stumbo (DATE) Supervisor

APPROVED AS TO FORM:	CONTRACTOR
By: _____	_____
Curtis N. Hedger (DATE) Office of Corporation Counsel	Heather Jarrell Roe (DATE) Ypsilanti Township Clerk

**Attachment A:  
Scope of Services**

<b>Service Name</b>	Senior Cafe
<b>Service Number</b>	C-3
<b>Service Category</b>	Community/Nutrition
<b>Service Definition</b>	The provision of nutritious meals to older individuals in congregate settings.
<b>Unit of Service</b>	Each meal served to an eligible participant.

**MINIMUM STANDARDS**

**Eligibility Criteria**

Each program shall have written eligibility criteria that places emphasis on serving older individuals in greatest need and includes, at a minimum:

- The eligible person must be 60 years of age or older, or be the spouse or partner of a person 60 years of age or older
- Family members of an eligible adult who are living with a disability and permanently live with the eligible adult in a non-institutional setting
- Individuals living with disabilities who have not attained 60 years of age but who reside in housing facilities occupied primarily by older adults, at which Senior Café nutrition services are provided, may receive such services
- Non-older adult individuals living with disabilities who reside in a non-institutional household may accompany an eligible older individual and may participate on the same basis as the elderly participants
- Whether, at the provider's discretion, a non-senior volunteer who directly supports meal site and/or food service operations may be provided a meal. Such meals may be provided only after all eligible participants have been served and meals are available. A fee is not required for non-senior volunteer meals and such meals are to be included in NAPIS meal counts.
- Person-Centered Planning involves participant choice. Participants in the program can participate in both home-delivered and congregate programs at the same time. Proper documentation must be kept as to the home delivered meal schedule and the congregate schedule. An agreement between OCED and the partner site regarding participants who may be in both programs is required.
- Programs shall utilize a system for documenting meals served for purposes of NAPIS. Documentation for individuals receiving meals must clearly separate eligible participants from ineligible participants.

### **Non-eligible Meals**

At the provider's discretion, persons not otherwise eligible may be served, if meals are available, and they pay the full cost of the meal. At the provider's discretion, a non-senior staff who directly supports meal site and/or food service operations may be provided a discounted meal. Such meals may be provided only after all eligible participants have been served and meals are available. The full cost includes raw food, preparation costs, and any administrative and/or supporting services costs. Documentation that full payment has been made shall be maintained; meals shall not be counted in NAPIS meal counts.

### **Home Delivered Meal Referrals**

Each Senior Café nutrition provider shall be able to provide information relative to eligibility for home delivered meals and be prepared to make referrals for persons unable to participate in the Senior Café program, to those who appear eligible for a home delivered meals program.

### **Senior Cafe Meal Site Requirements**

Each site shall be able to document:

- That it is operated within an accessible facility. Accessibility is defined as a participant living with a disability being able to enter the facility, use the rest room, and receive service that is at least equal in quality to that received by a participant not living with a disability. Documentation from a local building official or licensed architect is preferred. A program may also conduct accessibility assessments of its meal sites when utilizing written guidelines approved by OCED.
- That it complies with local fire safety standards. Each meal site must be inspected, by a local fire official, no less frequently than annually. For circumstances where a local fire official is unavailable after a formal (written) request, a program may conduct fire safety assessments of its meal sites when utilizing written guidelines approved by OCED.
- Compliance with Michigan Food Code and local public health codes regulating food service establishments. Each meal site and kitchen operated by a Senior meal provider shall be licensed, as appropriate, by the local health department. The local health department is responsible for periodic inspections and for determining when a facility is to be closed for failure to meet Michigan Food Code standards. The program shall submit copies of inspection reports electronically on all facilities to the OCED within five days of receipt. It is the responsibility of the program to address noted violations promptly.

### **Meals per Day**

Each site shall serve meals at least three days per week with a minimum annual average of 10 eligible participants per serving day. If the service provider also operates a home delivered meals program, home delivered meals sent from a site may be counted towards the 10 meals per day service level. Waivers to this requirement may be granted by OCED only when the following can be demonstrated:

- Two facilities must be utilized to effectively serve a defined geographic area for three days per week.



- Due to a rural or isolated location, it is not possible to operate a meal site three days per week.
- Seventy-five percent or more of participants at a meal site with less than 10 participants per day are in great economic or social need. Such meal sites must operate at least three days per week.

### **Site Establishment**

Senior Café meal sites currently in operation by the program may continue to operate unless OCED determines relocation is necessary to more effectively serve socially or economically disadvantaged older persons. New and/or relocated meal sites shall be in an area which has a significant concentration of the over aged 60 population living at or below the poverty level or with an older minority or ethnic population comprising a significant concentration of the total over-60 population. AASA must approve, in writing, the opening of any new and/or relocated meal site prior to the provision of any meals at that site.

### **Site Closure**

When a meal site is to be **permanently closed**, the following procedures shall be followed:

- The program shall notify OCED in writing of the intent to close a meal site
- The program shall present a rationale for closing the meal site which is based on lack of attendance, inability to meet minimum standards and/or other requirements, loss of resources, or other justifiable reason.
- OCED shall review the rationale and determine that all options for keeping the site open or being relocated have been exhausted. If there remains a need for service in the area that was served by the meal site, efforts should be made to develop a new meal site and/or assist participants to attend another existing meal site.
- OCED shall approve in writing the closing of all meal sites operating with funds awarded from If a meal site to be closed is in an area where low-income and/or minority persons constitute 25% or more of the population, or if low-income and/or minority persons constituted more than 25% of meal participants served over the past 12 months, AAA1-b must also approve in writing the closing of the meal site.
- The program shall notify participants at a meal site to be closed of the intent to close the site at least 30 days prior to the last day of meal service.

### **Emergency Preparedness Training**

Each program shall document that appropriate preparation has taken place at each meal site for procedures to be followed in case of an emergency including:

- Provision of an annual fire drill
- Staff and volunteers shall be trained on procedures to be followed in the event of a severe weather storm or natural disaster and the county emergency plan
- Posting and training of staff and regular volunteers on procedures to be followed in the event of a medical emergency

### **Site Access, Maintenance and Security**

Each program shall have written agreements with the owners of all leased facilities used as meal sites. Written agreements are recommended for donated facilities, but not required. The agreements shall address at a minimum:

- Responsibility for care and maintenance of facility, specifically including restrooms, equipment, kitchen, storage areas and areas of common use
- Responsibility for snow removal
- Agreement on utility costs
- Responsibility for safety inspections
- Responsibility for appropriate licensing by the Public Health Department
- Responsibility for insurance coverage
- Security procedures
- Responsibility for approval of outside programs, activities and speakers
- Other issues as desired or required

### **Posting Donation and Guest Fees**

Each program shall display, at a prominent location in each meal site, the AAA 1-B or the AASA Community Nutrition Services poster. A contractor may use its own poster if all required information is included and clearly presented. The poster shall contain the following information for each program:

- Name and phone number of the nutrition project director
- Suggested donation for eligible participants
- Guest fee to be charged non-eligible participants
- A statement of non-discrimination identical to the language on the AASA poster

Additional information pertaining to the program shall not be displayed to cause any misunderstanding or confusion with information presented on the poster.

### **Assistive Eating Devices**

Each program shall make available/store and or clean, upon request, food containers and utensils used as assistive devices for participants who are living with disabilities as part of a therapeutic program.

### **Non-Approved Meals**

Senior Café meal programs receiving funds through OCED/AAA1B/AASA may not contribute towards, provide staff time, or otherwise support potluck dining activities.

### **Project Council**

Each program shall have a representative that is a member of the project council. The project council is comprised of program participants, to advise program administrators about services being provided. Program staff shall not be members of the project council.

**Food Taken Out of Meal Site due to Illness**

If a regular Senior Café meal participant is unable to come to the site due to illness, the meal may be taken out of the site to the individual for no more than seven (7) days. If needed for more than seven days, the participant should be evaluated for home delivered meals. If the person taking out the meal is also a regular Senior Café participant, they may also take their meal out.

**Second Meal Option**

Nutrition providers may elect to offer second meals (2<sup>nd</sup> Meal) at specified dining sites. A second meal must meet the AASA nutrition standards and is defined as a:

- shelf-stable meal,
- a frozen meal,
- a meal that is low-risk for food borne illness.

A Senior Café meal participant may qualify for a second meal if the participant eats a regularly scheduled hot meal at the meal site and has requested a 2<sup>nd</sup> Meal following the nutrition provider's process; (i.e. phone request, sign up in advance).

The 2<sup>nd</sup> Meal is given to the participant when they leave the Senior Cafe site and differs from a ready-to-eat hot meal served on site at breakfast, lunch or dinner. It must be stored properly until the participant is ready to leave for the day. The 2<sup>nd</sup> Meal is to be counted as a congregate meal in all record keeping. Donations may be accepted for 2<sup>nd</sup> Meals.

**Weekend Meal(s)**- Nutrition providers may elect to offer weekend meals at specified dining sites. A weekend meal must meet the AASA nutrition standards and is defined as

The participant eats a regularly scheduled hot meal at the meal site

- The participant has requested a weekend meal following the nutrition provider's process; (i.e. phone request, sign up in advance)
- Donations may be accepted for weekend meals

A Senior Café meal participant may qualify for a weekend meal if:

- a shelf- stable meal,
- a frozen meal
- a meal that is low-risk for foodborne illness.
- The participant eats a regularly scheduled hot meal at the meal site
- The participant has requested a weekend meal following the nutrition provider's process; (i.e. phone request, sign up in advance)
- Donations may be accepted for weekend meals
- The Weekend Meal is given to the participant when they leave the Senior Café site and differs from a ready-to-eat hot meal served on site at breakfast, lunch, or dinner
- It must be stored properly until the participant is ready to leave for the day
- The weekend meal must meet the AASA nutrition standards
- The weekend meal is to be counted as a Senior Cafe meal in all record keeping
- Arrangements for weekend meal pick up should be made with the nutrition provider/site manager in advance

**Complimentary Programs/Demonstration Projects**

AAA 1-B and nutrition providers are encouraged to work together to provide programming at the Senior Café meal sites that include activities and meals. OCED and nutrition meal providers may conduct a demonstration project to assess the feasibility of alternate delivery systems for Senior Cafe meals, such as but not limited to, providing a cold (box lunch) meal for persons that participate in an activity at the site that is not immediately before or after a scheduled meal time.

Demonstration projects must be approved by OCED/AAA1B/AASA prior to implementation. The program shall notify OCED in writing of the intent to conduct such a program. Providers are to allow adequate time with a minimal 45-day notice for administrative review.

**Prayer**

Older adults may pray before a meal that is at a site. It is recommended that each nutrition program adopt a policy that ensures that each individual participant has a free choice whether to pray either silently or audibly, and that prayer is not officially sponsored, led, or organized by persons administering the Nutrition Program or the meal site.

**Attachment B:**

- Program Agencies will be paid per meal served, with monthly invoices created by Washtenaw County. OCED will generate monthly invoices to be sent to sites to be printed on site letterhead, signed and returned to OCED for payment.
- Agencies will be billed at a cost of \$5.50 for meals ordered and consumed by participants under 60 years of age, participants that we do not have a current registration, meals served without receiving a signature from participant, or those that are ordered and not served. These meals will be deducted from the monthly payments.
- Outreach activities will occur to make local areas aware of programing through local marketing. OCED will assist with local marketing.
- OCED will contract with catering suppliers to provide all meals serving supplies for sites. This will be part of the catering contract and payable by OCED.
  - If caterer cannot provide needed supplies, site will email copies of original invoices for approved supplies to OCED. OCED will reimburse partner sites for all approved supplies used exclusively for the Senior Nutrition Program.
- Program partners will keep all donations, reporting to Washtenaw County the amount raised monthly, allowing for greater partner agency control of the funding needs of their community based program.
- Quarterly, OCED will review partner program donation reports and evaluate if current participant donation collections are on target or if additional support may be require

Contract # \_\_\_\_\_

**SERVICE CONTRACT - FEDERAL FUNDED**

AGREEMENT is made this 1st day of October , 2020, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and **Charter Township of Ypsilanti** located at 2025 E. Clark, Ypsilanti, MI 48198 ("Contractor").

Federal Awarding Agency	Administration on Aging, Office of Services to the Aging
Federal / State Contract Number	14-9052-01
Federal Program Title	"Special Programs for the Aging Title III, Part Nutrition Services"
CFDA Number	93.045
Federal Funding %	100%

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

**ARTICLE I - SCOPE OF SERVICES**

The Contractor will be responsible for administering the congregate and/or home delivered meals programs for qualifying Washtenaw County residents in accordance with local, state, and federal requirements as outlined:

- Attachment A
- AAA1-B Request for Proposals and Operating Standards Manual FY 2020-2022.
- Senior Nutrition Program Policies & Procedures Manual
- Washtenaw County Staff & Volunteer Handbook

**ARTICLE II - COMPENSATION**

The County will pay the Contractor an amount contract amount not to exceed \$12,750 (Twelve Thousand Seven Hundred Fifty Dollars).

- 5,000 Congregate Meals @ \$2.25 not to exceed \$11,250
- Supply Reimbursement not to exceed \$1,500

The County agrees to make payments in monthly installments in accordance with the process and timeline in Attachment B, unless otherwise approved in writing by the parties. If at the end of the term of this Agreement there are unexpended portions of the contract amount, the unexpended funds will be retained by the County for reallocation to other purposes.

The County will pay the Contractor an amount not to The County agrees to make payments in quarterly installments in accordance with the budget and timeline in Attachment B, unless otherwise approved in writing by the parties. If at the end of the term of this Agreement there are unexpended portions of the contract amount, the unexpended funds will be retained by the County for reallocation to other purposes.

No funds shall be disbursed under this Agreement by the Contractor or any other subcontractor except under a written contract and unless the subcontractor is in compliance with all County and Federal requirements regarding fiscal matters and civil rights to the extent these requirements are applicable. The Contractor shall provide the County with copies of the contracts with subcontractors.

### ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the OCED Human Services Manager and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies. Documentation shall include payments for purchases, vouchers and other official documentation that show in proper detail the nature and propriety of such expenditures. All documents must be clearly identifiable and readily accessible. Where any expenditure is allocable only in part to services under this Agreement, the Contractor shall maintain and make available on request sufficient documentation to demonstrate the reasonableness of the allocation.

The Contractor agrees to securely maintain its records for a period of five (5) years after the final disbursement to the Contractor. The Contractor shall permit the County to examine these records upon giving reasonable notice to the Contractor. The County may, at a reasonable time after giving reasonable notice, cause an audit of the records of the Contractor.

### ARTICLE IV - TERM

This contract begins on the date of this agreement and ends on September 30, 2021 *with an option to extend for two (2) additional one (1) year periods.*

### ARTICLE V - PERSONNEL

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

Section 2 - The Contractor 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 contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.



### ARTICLE VI-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 VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw 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 Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw 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 contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

### ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, 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 and the Area Agency on Aging 1-B shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned 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 Washtenaw 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 Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw 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 Contractor 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 Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Office of Community and Economic Development & **Contract # \_\_\_\_\_**, 110 N. Fourth Ave, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

#### ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor 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.

#### ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract 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 XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract 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 Contractor.

ARTICLE XII – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a three-year period preceding this Contract 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE XIII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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;
2. 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 Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall 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 sub-recipients shall certify and disclose accordingly.

ARTICLE XIV - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County 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 County, 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 the County;
- 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).

#### Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it 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, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

#### ARTICLE XV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

#### ARTICLE XVI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor 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 Contractor 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 Contractor 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 Contractor, 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 XVII - 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 contract with the County to pay their employees under that contract, a minimum of either \$13.91 per hour with benefits or \$ 15.51 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor 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, 2021 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor 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 XVIII - EQUAL ACCESS

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

#### ARTICLE XIX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor 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 contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

#### ARTICLE XX - ASSIGNS AND SUCCESSORS

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

#### ARTICLE XXI - TERMINATION OF CONTRACT

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

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

#### ARTICLE XXII - PAYROLL TAXES

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

#### ARTICLE XXIII- PRACTICE AND ETHICS

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

#### ARTICLE XXIV- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

#### ARTICLE XXV - CHOICE OF LAW AND FORUM

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

#### ARTICLE XXVI-FEDERALLY REQUIRED PROVISIONS

When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For "federally assisted construction contracts" as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60—1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland "Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of "funding agreement" under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan's energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor 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.

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

#### ARTICLE XXVII - EXTENT OF CONTRACT

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

ATTESTED TO:

WASHTENAW COUNTY

By \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

\_\_\_\_\_  
Gregory Dill (DATE)  
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: \_\_\_\_\_  
Teresa Gillotti (DATE)  
Director, Office of Community  
And Economic Development

\_\_\_\_\_  
Brenda Stumbo (DATE)  
Supervisor

APPROVED AS TO FORM:

CONTRACTOR

By: \_\_\_\_\_  
Michelle K. Billard (DATE)  
Office of Corporation Counsel

-----  
Heather Jarrell Roe (DATE)  
Ypsilanti Township Clerk



**Attachment A:  
Scope of Services**

**Congregate Meals Program**

**I. Participants**

**Eligibility Criteria**

The Senior Nutrition Program will serve individuals that meet the following criteria:

- a. The eligible person must be 60 years of age or older, or be the spouse or partner of a person 60 years of age or older.
- b. Individuals living with disabilities who have not attained 60 years of age but who reside in housing facilities occupied primarily by older adults at which congregate nutrition services are provided, may receive such services.
- c. Non-older adult individuals living with disabilities who reside in a non-institutional household may accompany an eligible older individual and may participate on the same basis as the elderly participants.

**Participant Registration and Recordkeeping**

Upon registration, the participant should be provided the Participant Welcome Packet developed by OCED. Each participant must complete a registration form for the program. This form is submitted to OCED as soon as possible for entry into the database. Participants must sign on the Daily Sign-in Sheet prior to receiving each meal. Daily Sign-in Sheets must be submitted to OCED each month.

**Participant Donations**

Individuals who meet the above criteria will be encouraged to donate \$3.00 per meal, although no one will be turned away for inability to pay.

Individuals not otherwise eligible may be served if meals are available, and they must pay \$5.50 and receive a receipt for their payment. Meals for these individuals may only be provided after all eligible participants have been served.

Donations must be counted and signed for by two people and kept in a locked container until deposited into a bank account. At the end of each month, sites must mail to OCED the original deposit receipts and documentation showing that each day's donations were counted and signed for by two individuals. Donations will be invested back into the Senior Nutrition Program by OCED. Donation Summary sheets and donation deposit receipts must be submitted to OCED each month.

**Referrals**

Each congregate nutrition provider shall be able to provide information about the nearest home delivered meals program and be prepared to make referrals for persons who may be eligible for a home delivered meals program.

OCED will connect each site to food assistance program information, as well as services that exist locally, including other AAA 1-B partners. Each site shall take steps to inform participants about local, state, and federal food assistance programs and provide information and referral to assist the individual with obtaining benefits. Sites will also refer participants to other services, as needed.

**Participant Complaints**

Sites will handle initial participant complaints. Should a complaint be unable to be resolved, the complaint must be addressed in accordance with the Senior Nutrition Program Grievance Procedure.

**Postings**

Each program shall display, at a prominent location in each meal site, the AAA 1-B or the Office of Services to the Aging (OSA) Community Nutrition Services poster. A site may use its own poster as long as all required information is included and clearly presented. The poster shall contain the following information for each program; additional information pertaining to the program shall not be displayed so as to cause any misunderstanding or confusion with information presented on the poster:

- The name of the nutrition project director
- The nutrition project director's telephone number
- The suggested donation for eligible participants
- The guest fee to be charged non-eligible participants
- A statement of non-discrimination identical to the language on the OSA poster: No persons shall be excluded from participating in, denied the benefits of, or be subjected to discrimination under the program because of age, race, color, national origin, or handicap. If you believe you have been discriminated against, please contact the Affirmative Action Officer at the Michigan office of Services to the Aging, 517-373-2057 or the Chicago Regional Office of Civil Rights, 312-886-2359.

**II. Facilities and Safety****Accessible site**

Senior Nutrition Program sites must be operated within an accessible facility. Accessibility is defined as a participant living with a disability being able to enter the facility, use the rest room, and receive service that is at least equal in quality to that received by a participant not living with a disability. Documentation from a local building official or licensed architect is preferred.

**Site Access, Maintenance, Security**

Sites are responsible for

- Care and maintenance of the facility, including restrooms, equipment, kitchen, storage areas and areas of common use
- Snow removal
- Utility payments
- Arranging fire safety inspections; all reports must be forwarded to OCED
- Licensing by the Public Health Department
- Insurance coverage
- Security procedures

**Fire safety standards**

Each meal site must be inspected, by a local fire official, no less frequently than every three years. For circumstances where a local fire official is unavailable after a formal (written) request, OCED may conduct fire safety assessments of the Senior Nutrition Program site. Each meal site must conduct an annual fire drill. At a minimum, documentation of a fire drill must include the date of the fire drill and a signature verifying that the fire drill occurred. Best practices suggest that documentation should also include items such as number of minutes to evacuate, aspects that went well, and aspects that require improvement.

**Michigan Food Code**

Sites must comply with Michigan Food Code and local public health codes regulating food service establishments. Each meal site and kitchen operated by a congregate meal provider shall be licensed, as appropriate, by the local health department. The local health department is responsible

for periodic inspections and for determining when a facility is to be closed for failure to meet Michigan Food Code standards. The site shall submit copies of inspection reports electronically to OCED within five days of receipt for all facilities in which the Senior Nutrition Program is conducted. It is the responsibility of the Senior Nutrition Program site to address noted violations promptly.

Site staff is responsible for measuring the temperature of food items upon arrival and immediately prior to service. Hot food must be maintained above 135 degrees. Should the temperature fall below 135 degrees, the food must be reheated to above 165 degrees prior to service. Cold foods should stay below 41 degrees. Measured temperatures must be recorded on the temperature chart to be submitted to OCED each month.

### **Site Closure**

When a meal site is to be permanently or temporarily closed, the program will notify OCED in writing, including the following information:

1. Intent to close a site, as soon as possible.
2. A rationale for site closure (e.g. lack of attendance, inability to meet minimum standards and/or other requirements, loss of resources)

All closures must be approved by OCED. If a closure occurs without approval, funding may be withheld and/or recaptured at OCED's discretion.

### **Emergency Preparedness**

In cases of inclement weather, sites should close their program when the school district in the area is closed. Closure must immediately be reported to OCED.

Procedures to be followed in the event of a medical emergency must be posted. Staff and volunteers will be trained by OCED during in-services on procedures to be followed in the event of a medical emergency.

## **III. Staffing**

### **Staff**

OCED will provide training in identified competency areas twice per year at Senior Nutrition Program in-services. Each site must designate a "Site Coordinator" to serve as point person for OCED. Site coordinators are expected to train staff members on an ongoing basis and manage all staff members in order to carry out expected duties. Training provided by site staff members should include, at a minimum, day-to-day operations, food safety basics, and Senior Nutrition Program policies and procedures. Site staff member are expected to utilize the Volunteer Training Manual provided by OCED to cover all necessary training areas.

### **Volunteers**

Sites are responsible for volunteer recruitment, orientation, ongoing training, and management for day-to-day activities. Sites are expected to use the Volunteer Training Manual provided by OCED. Volunteers must submit a volunteer registration form. Volunteer time must be documented to be included as an in-kind contribution to the Senior Nutrition Program using the In-Kind Documentation Form. Forms must be submitted monthly to OCED.

### **In-service Training**

Staff and volunteers of each program shall receive in-service training at least twice each fiscal year which is specifically designed to increase their knowledge and understanding of the program and to improve their skills at tasks performed in the provision of service.

#### **IV. Meals**

##### **Assistive Eating Devices**

Each site shall make available, store and clean, upon request, food containers and utensils used as assistive devices for participants who are living with disabilities as part of a therapeutic program.

##### **Non-Approved Meals**

Funding provided by OCED may not be used to contribute towards potluck dining activities.

##### **Food Taken Out of Meal Site**

Sites may allow leftovers (food served to participants and not eaten) to be taken out of the site if the following conditions are met:

- a. A sign shall be posted near the congregate meal sign informing the meal participants that all food removed from the site becomes the responsibility of the individual.
- b. All new congregate participants receive written material about food safety and preventing food-borne illness when they sign up.
- c. All participants receive written material about food safety and preventing food-borne illness annually.
- d. The individual is required to sign a waiver statement that has been added to the registration form that states that they are responsible for food taken out of the site.
- e. Containers are not provided for the leftovers.

If a regular congregate meal participant is unable to come to the site due to illness, the meal may be taken out of the site to the individual for no more than seven (7) days. If needed for more than seven days, the participant should be evaluated for home delivered meals. If the person taking out the meal is also a regular congregate participant, they may also take their meal out.

OCED will provide technical assistance and materials for carrying out this policy if necessary.

##### **Nutrition Education**

OCED will provide nutrition education materials to be distributed each month to participants. Additionally, OCED will arrange for any additional nutrition education sessions and coordinate with the site to deliver the nutrition education. Sites are welcome to arrange for additional nutrition education activities.

## Home Delivered Meals

### **I. Participants**

Each program must have written eligibility criteria which places emphasis on serving older persons in greatest need and includes, at a minimum:

- a. That to be eligible a person must be 60 years of age or older, or be the spouse of a person 60 years of age or older, or be an individual with disabilities who resides in a non-institutional household with a person eligible for and receiving home delivered meals.
- b. That to be eligible a person must be homebound; i.e., does not leave his/her home under normal circumstances. That to be eligible a person must be unable to participate in the congregate nutrition program because of physical or emotional difficulties.
- c. That to be eligible a person must be unable to obtain food or prepare complete meals.
- d. That there is no adult living at the same residence or in the vicinity that is able and willing to prepare all meals.
- e. That the person's special dietary needs can be appropriately met by the program, i.e., the meals available would not jeopardize the health of the individual.
- f. That to be eligible a person must be able to feed himself/herself.
- g. That to be eligible a person must agree to be home when meals are delivered, or contact the program when absence is unavoidable.
- h. That the spouse, regardless of age, or unpaid caregiver (if 60 years of age or older) of an eligible client, or any individual with disabilities residing with an eligible client, may receive a home delivered meal if the assessment indicates receipt of the meal is in the best interest of the client.

Eligibility criteria shall be distributed to all potential referring agencies or organizations and be available to the general public upon request.

### **Participant Registration**

Interested participants must provide their contact information via a Home Delivered Meals referral form. Forms must be forwarded to OCED as soon as possible for assessment by OCED or an OCED contractor. The assessor will determine the prospective participant's eligibility work together to identify a suitable course of action. Each participant will be provided a Participant Welcome Packet developed by OCED which explains the program. Once participants are determined to be eligible for the program, site staff may add the participant to the home delivered meal routes.

### **Participant Donations**

Individuals who meet the above criteria will be encouraged to donate \$3.00 per meal, although no one will be turned away for inability to pay.

Individuals not otherwise eligible may be served if meals are available, and they must pay \$5.50 and receive a receipt for their payment. Meals for these individuals may only be provided after all eligible participants have been served.

Donations must be counted and signed for by two people and kept in a locked container until deposited into a bank account. At the end of each month, sites must mail to OCED the original deposit receipts and documentation showing that each day's donations were counted and signed for by two individuals. Donations will be invested back into the Senior Nutrition Program by OCED. Donation Summary sheets and donation deposit receipts must be submitted to OCED each month.

### **Participant Complaints**

Sites will handle participant complaints in accordance with the Senior Nutrition Program Grievance Procedure.

### **Postings**

Each program shall display, at a prominent location in each meal site, the AAA 1-B or the Office of Services to the Aging (OSA) Community Nutrition Services poster. A site may use its own poster as long as all required information is included and clearly presented. The poster shall contain the following information for each program; additional information pertaining to the program shall not be displayed so as to cause any misunderstanding or confusion with information presented on the poster:

- The name of the nutrition project director
- The nutrition project director's telephone number
- The suggested donation for eligible participants
- The guest fee to be charged non-eligible participants
- A statement of non-discrimination identical to the language on the OSA poster: No persons shall be excluded from participating in, denied the benefits of, or be subjected to discrimination under the program because of age, race, color, national origin, or handicap. If you believe you have been discriminated against, please contact the Affirmative Action Officer at the Michigan office of Services to the Aging, 517-373-2057 or the Chicago Regional Office of Civil Rights, 312-886-2359.

### **II. Assessments**

Sites with access to CAREeVantage software are responsible for entering participant information into the database upon referral. Once entered into CAREeVantage, sites should mark the participant referral status as "pending" assessment or "waitlist," as appropriate. Once the participant is assessed for the program, participant referral status should be marked as "approved" or "rejected," as appropriate.

Each home delivered meal program shall demonstrate cooperation with congregate and other home delivered meal programs in the same region. If the same provider operates both a congregate and home delivered meals program for an area, the provider must be able to demonstrate effective utilization of existing congregate meal sites and personnel for the home delivered meal program.

### **III. Meals**

Each program may provide up to three meals per day to an eligible client based on need as determined by the assessment. Providers are expected to set the level of meal service for an individual with consideration given to the availability of support from family and friends and changes in the participants' status or condition.

Each home delivered meals provider shall have the capacity to provide three meals per day, which together meet the Dietary Reference Intakes (DRI) and recommended dietary allowances for older adults (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. These are outlined in AAA1-B's Nutrition Services APPENDIX Sections T-W, Dietary Guidelines, Dietary Reference Intake and RDA's, Web Resources. Meals shall be available at least five days per week.

The program may also make approved liquid meals available to program participants when ordered by a physician. The program shall provide instruction to the participant, and/or the participant's caregiver and participant's family in the proper care and handling of liquid meals as outlined by AAA1-B's Program Operating Standards.

- a. When liquid meals are used to supplement a participant's diet, the physician's order must be renewed every six months.
- b. When liquid meals are the participant's sole source of nutrition, the following requirements must also be met:
  - i. Diet orders shall include client weight and be explicit as to required nutritional content (i.e. name of product and prescribed amount).
  - ii. A physician must renew diet orders, every three months.
  - iii. The care plan for participants receiving liquid meals shall be developed in consultation with the participant's physician.
- c. A liquid meal unit of service shall be calculated as two 8-ounce servings/cans.

The program shall verify and maintain records that indicate each client receiving frozen meals has, and maintains, the ability to handle frozen meals.

#### **IV. Facilities and Safety**

##### **Accessible site**

Senior Nutrition Program sites must be operated within an accessible facility. Accessibility is defined as a participant living with a disability being able to enter the facility, use the rest room, and receive service that is at least equal in quality to that received by a participant not living with a disability. Documentation from a local building official or licensed architect is preferred.

##### **Site Access, Maintenance, Security**

Sites are responsible for

- Care and maintenance of the facility, including restrooms, equipment, kitchen, storage areas and areas of common use
- Snow removal
- Utility payments
- Arranging fire safety inspections; all reports must be forwarded to OCED
- Licensing by the Public Health Department
- Insurance coverage
- Security procedures
- Approval of outside programs, activities, and speakers

##### **Fire safety standards**

Each meal site must be inspected by a local fire official, no less frequently than every three years. For circumstances where a local fire official is unavailable after a formal (written) request, OCED may conduct fire safety assessments of the Senior Nutrition Program site. Each meal site must conduct an annual fire drill.

##### **Michigan Food Code**

Sites must comply with Michigan Food Code and local public health codes regulating food service establishments. Each meal site and kitchen operated by a congregate meal provider shall be licensed, as appropriate, by the local health department. The local health department is responsible for periodic inspections and for determining when a facility is to be closed for failure to meet Michigan Food Code standards. The program shall submit copies of inspection reports electronically on all facilities to OCED within five days of receipt. It is the responsibility of the Senior Nutrition Program site to address noted violations promptly.

Site staff is responsible for measuring the temperature of food items upon arrival, upon departure on the route, and at the end of the route. Test meals will be ordered by OCED once each week to

ensure that food temperatures fall within the safe zone. Hot food must be maintained above 135 degrees. Should the temperature fall below 135 degrees, the food must be reheated to above 165 degrees prior to delivery. Cold foods should stay below 41 degrees. Measured temperatures must be recorded on the temperature chart to be submitted to OCED each month. To maintain temperatures within this range, it is suggested that heating stones (or other heating mechanisms) and meals be packed into coolers/bags at the last possible moment prior to delivery. Drivers should be instructed to keep coolers/bags closed as much as possible to reduce heat/cold loss.

### **Site Closure**

When a meal site is to be permanently or temporarily closed, the program will notify OCED in writing, including the following information:

3. Intent to close a site, as soon as possible.
4. A rationale for site closure (e.g. lack of attendance, inability to meet minimum standards and/or other requirements, loss of resources)

All closures must be approved by OCED. If a closure occurs without approval, funding may be withheld and/or recaptured at OCED's discretion.

### **Emergency Preparedness**

In cases of inclement weather, sites should close their program when the school district in the area is closed, unless the agency has a different, OCED-approved closure policy. Closure must immediately be reported to OCED.

Procedures to be followed in the event of a medical emergency must be posted. Staff and volunteers will be trained by OCED during in-services on procedures to be followed in the event of a medical emergency.

Each program shall develop and have available written plans for continuing services in emergency situations such as short term natural disasters (i.e., snow and/or ice storms), loss of power, physical plant malfunctions, etc. Staff and volunteers shall be trained by sites on site-specific procedures to be followed in the event of severe weather or natural disasters and OCED will train staff and volunteers on the county emergency plan.

### **Site Closure**

When a meal site is to be permanently or temporarily closed, the program will notify OCED in writing, including the following information:

1. Intent to close a site, as soon as possible.
2. A rationale for site closure (e.g. inclement weather, heavy snow, no road access, closure of production kitchen, closure of site, driver availability, other)
3. Geographical area(s) affected
4. Method(s) by which HDM participants/contacts will be notified of no meal delivery (public announcement, radio, television, contractor phone recording, phone call to home or to emergency contact, staff answer phone, other)

## **V. Staffing**

### **Staff**

OCED will provide training in identified competency areas twice per year at Senior Nutrition Program in-services. Each site must designate a "Site Coordinator" to serve as point person for OCED. Site coordinators are expected to train staff members on an ongoing basis and manage all staff members in order to carry out expected duties. Training provided by site staff members should include, at a minimum, day-to-day operations, food safety basics, and Senior Nutrition Program policies and



procedures. Site staff member are expected to utilize the Volunteer Training Manual provided by OCED to cover all necessary training areas.

### **Volunteers**

Sites will register volunteers. Volunteers must submit to OCED:

- a background check form (i.e. Authorization and Release Form)
- a volunteer registration form
- and volunteer services agreement

Sites are responsible for volunteer recruitment, orientation, ongoing training, and management for day-to-day activities. Sites are expected to use the Volunteer Training Manual provided by OCED. Volunteer time must be documented to be included as an in-kind contribution to the Senior Nutrition Program using the In-Kind Documentation Form. Forms must be submitted monthly to OCED.

### **In-service Training**

Staff and volunteers of each program shall receive in-service training at least twice each fiscal year which is specifically designed to increase their knowledge and understanding of the program and to improve their skills at tasks performed in the provision of service. OCED will maintain records that identify the dates of training, topics covered, and persons attending each in-service.

### **Nutrition Education**

OCED will provide nutrition education materials to be distributed each month to participants. Additionally, OCED will arrange for any additional nutrition education sessions and coordinate with the site to deliver the nutrition education. Sites are welcome to arrange for additional nutrition education activities.

Contract # \_\_\_\_\_

**Attachment B:**  
Project Budget

*To be added.*

**CHARTER TOWNSHIP OF YPSILANTI  
2021 BUDGET AMENDMENT #2**

February 2, 2021

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**206 - FIRE FUND**

**Total Increase (\$2,574,624.00)**

Request to move the current budgeted revenue and expenditure amounts to two new separate funds. One is for the Pension & OPEB millage and the second is for Special Capital Millage. This is at the request of our auditor, Rana Emmons of PSLZ LLP. This will be fund by reclassification (transfer) of the budget to the two separate millage funds.

Revenues:	CURRENT TAXES FIRE PENSION	206-000.000-402.005	(\$1,872,010.00)
	ESA REIMBURSEMENT PEN	206-000.000-402.006	(\$6,000.00)
	CURRENT CAPITAL IMPROV TAXES	206-000.000-403.010	(\$694,614.00)
	ESA REIMBURSE CAPITAL IMPROV	206-000.000-403.020	(\$2,000.00)
		<b>Net Revenues</b>	<b><u><u>(\$2,574,624.00)</u></u></b>

Expenditures:	OPEB FUNDING- RETIREE HEALTH	206-852.000-876.003	(\$700,000.00)
	RETIREMENT-FIRE DEPT	206-852.000-876.004	(\$1,172,010.00)
	CAPTL OUTLAY -IMPROVEMENT	206-970.000-971.008	(\$325,000.00)
	CAPITAL OUTLAY FIRE STATION	206-970.000-976.005	(\$55,000.00)
	CAPITAL OUTLAY FIRE APPARATUS	206-970.000-979.000	(\$53,000.00)
	COMPUTER/COMM/FURNISHING	206-970.000-980.001	(\$67,000.00)
	Net Revenue & Expenditures		<b><u><u>(\$202,614.00)</u></u></b>
		<b>Net Expenditures</b>	<b><u><u>(\$2,574,624.00)</u></u></b>

**216 - FIRE PENSION & OPEB MILLAGE FUND**

**Total Increase \$1,878,010.00**

Request to create a Fire Pension & OPEB Millage Fund #216 and budget the 2021 amounts originally budgeted in the Fire Fund 206. This will be funded by the Fire Pension & OPEB Millage funds.

Revenues:	CURRENT TAXES FIRE PENSION	216-000.000-402.005	\$1,872,010.00
	ESA REIMBURSEMENT PEN	216-000.000-402.006	\$6,000.00
		<b>Net Revenues</b>	<b><u><u>\$1,878,010.00</u></u></b>

Expenditures:	OPEB FUNDING- RETIREE HEALTH	216-336.000-876.003	\$700,000.00
	RETIREMENT-FIRE DEPT	216-336.000-876.004	\$1,172,010.00
	Net Revenue & Expenditures		<b><u><u>\$6,000.00</u></u></b>
		<b>Net Expenditures</b>	<b><u><u>\$1,878,010.00</u></u></b>

**CHARTER TOWNSHIP OF YPSILANTI  
2021 BUDGET AMENDMENT #2**

February 2, 2021

**217 - FIRE SPECIAL MILLAGE CAPITAL FUND**

**Total Increase \$696,614.00**

Request to create a Fire Special Millage Capital Fund #217 and budget the 2021 amounts originally budgeted in the Fire Fund 206. This will be funded by the Fire Special Capital Millage funds.

Revenues:	CURRENT CAPITAL IMPROV TAXES	217-000.000-403.010	\$694,614.00
	ESA REIMBURSE CAPITAL IMPROV	217-000.000-403.020	\$2,000.00
		<b>Net Revenues</b>	<b><u><u>\$696,614.00</u></u></b>
Expenditures:	CAPTL OUTLAY -IMPROVEMENT	217-970.000-971.008	\$325,000.00
	CAPITAL OUTLAY FIRE STATION	217-970.000-976.005	\$55,000.00
	CAPITAL OUTLAY FIRE APPARATUS	217-970.000-979.000	\$53,000.00
	COMPUTER/COMM/FURNISHING	217-970.000-980.001	\$67,000.00
	Net Revenue & Expenditures		<b><u><u>\$196,614.00</u></u></b>
		<b>Net Expenditures</b>	<b><u><u>\$696,614.00</u></u></b>

Motion to Amend the 2021 Budget (#2)

Move to decrease the Fire Fund budget by (\$2,574,624) to \$4,323,072 and approve the department line item changes as outlined.

Move to increase the new Fire Pension & OPEB Millage Fund budget by \$1,878,010 to \$1,878,010 and approve the department line item changes as outlined.

Move to increase the new Fire Special Millage Capital Fund budget by \$696,614 to \$696,614 and approve the department line item changes as outlined.

*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**HEATHER JARRELL ROE**  
*Treasurer*  
**STAN ELDRIDGE**  
*Trustees*  
**JOHN P. NEWMAN II**  
**GLORIA PETERSON**  
**DEBBIE SWANSON**  
**JIMMIE WILSON JR.**



**Accounting  
Department**

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

*Charter Township of Ypsilanti*

## STATEMENTS AND CHECKS

*FEBRUARY 16, 2021 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$	447,849.71
HAND CHECKS -	\$	89,050.56
CREDIT CARD PURCHASES-	\$	<u>1,400.67</u>
GRAND TOTAL -	\$	<b>538,300.94</b>

Clarity Health Care Deductible –

ACH EFT - \$28,698.05 (JAN)  
ADMIN FEE - \$1,205.00 (JAN)

Check Date	Check	Vendor Name	Amount
<i>HAND Checks</i>			
Bank AP AP			
02/02/2021	187276	AAATA	37.28
02/02/2021	187277	BABU BANDYOPADHYAY	420.00
02/02/2021	187278	PET WASTE ELIMINATOR	96.99
02/02/2021	187279	TARGET SPECIALTY PRODUCTS	283.92
02/02/2021	187280	WASHTENAW COMMUNITY COLLEGE#	182.03
02/02/2021	187281	WASHTENAW COUNTY TREASURER	1,117.12
02/02/2021	187282	WASHTENAW INTERMEDIATE	287.28
02/02/2021	187283	YPSILANTI COMMUNITY SCHOOLS - YP	844.18
02/02/2021	187284	YPSILANTI DISTRICT LIBRARY	475.99
02/02/2021	187285	YPSILANTI TOWNSHIP	2,386.76
02/01/2021	187286	AT & T	289.84
02/01/2021	187287	AT & T	44.50
02/01/2021	187288	CLEAR RATE COMMUNICATIONS, INC	868.72
02/01/2021	187289	COMCAST BUSINESS	3,582.92
02/01/2021	187290	COMCAST CABLE	214.90
02/01/2021	187291	COMCAST CABLE	102.61
02/01/2021	187292	DTE ENERGY	7,076.68
02/01/2021	187293	DTE ENERGY COMPANY -	810.92
02/01/2021	187294	UNEMPLOYMENT INSURANCE AGENCY	19,327.71
02/01/2021	187295	YPSILANTI COMMUNITY	246.00
02/04/2021	187296	COMCAST CABLE	8,634.73
02/04/2021	187297	CONSTELLATION NEW ENERGY	9,326.02
02/04/2021	187298	CONSTELLATION NEW ENERGY	6,054.71
02/04/2021	187299	DTE ENERGY	2,684.99
02/04/2021	187300	VERIZON WIRELESS	2,817.85
02/04/2021	187301	WASTE MANAGEMENT	146.81
02/04/2021	187302	WASTE MANAGEMENT	51.65
02/04/2021	187303	WASTE MANAGEMENT	1,284.90
02/04/2021	187304	WEX BANK	742.08
02/08/2021	187305	DTE ENERGY	1,804.23
02/09/2021	187306	COMCAST CABLE	178.40
02/09/2021	187307	COMCAST CABLE	178.40
02/09/2021	187308	WASTE MANAGEMENT	15,137.48
02/09/2021	187309	WASTE MANAGEMENT	260.61
02/09/2021	187310	WASTE MANAGEMENT	1,051.35

AP TOTALS:

Total of 35 Checks:	89,050.56
Less 0 Void Checks:	0.00
Total of 35 Disbursements:	<u>89,050.56</u>

Check Date	Check	Vendor Name	Amount
Bank AP AP			
02/16/2021	187311	AAA AUTO PARTS & SERVICE	1,633.45
02/16/2021	187312	ALLEGRA PRINTING AND IMAGING	23,404.11
02/16/2021	187313	AMAZON CAPITAL SERVICES	2,131.31
02/16/2021	187314	AMAZON.COM	33.95
02/16/2021	187315	ANN ARBOR CLEANING SUPPLY	54.77
02/16/2021	187316	APOLLO FIRE EQUIPMENT CO.	444.00
02/16/2021	187317	ATLANTIC WELDING SUPPLY	84.00
02/16/2021	187318	AUTO VALUE YPSILANTI	320.46
02/16/2021	187319	AUTOMATED BUSINESS MACHINES	349.00
02/16/2021	187320	AUTOMATED CONFIRMATIONS, LLC	39.35
02/16/2021	187321	BEST ASPHALT	8,411.25
02/16/2021	187322	BOULLION SALES	542.34
02/16/2021	187323	BU YU OR KYUNG YU	200.00
02/16/2021	187324	CARLISLE/WORTMAN ASSOCIATES	500.00
02/16/2021	187325	CINCINNATI TIME SYSTEMS	174.95
02/16/2021	187326	CONFERENCE OF WESTERN WAYNE	750.00
02/16/2021	187327	CRYSTAL FLASH, INC.	1,817.37
02/16/2021	187328	CSI EMERGENCY APPARATUS, LLC	1,300.82
02/16/2021	187329	ERIC COPELAND	97.44
02/16/2021	187330	FIBER LINK	26.25
02/16/2021	187331	FONDRIEST ENVIRONMENTAL, INC	1,550.00
02/16/2021	187332	GOODYEAR TIRE & RUBBER COMPANY	180.22
02/16/2021	187333	GRAINGER	85.25
02/16/2021	187334	GRIFFIN PEST SOLUTIONS	61.00
02/16/2021	187335	HARTFORD STEAM BOILER INSPECTION	104.00
02/16/2021	187336	HOME DEPOT	300.46
02/16/2021	187337	INTERNATIONAL CODE COUNCIL*	145.00
02/16/2021	187338	ISSUE MEDIA GROUP	12,000.00
02/16/2021	187339	KBK LANDSCAPING, INC	6,530.00
02/16/2021	187340	KCI	1,340.36
02/16/2021	187341	LOOKING GOOD LAWNS	850.00
02/16/2021	187342	LOWE'S	74.02
02/16/2021	187343	MCCALLA'S FEED SERVICE, INC.	399.00
02/16/2021	187344	MCLAIN AND WINTERS	122,033.30
02/16/2021	187345	MENARDS, INC.	305.84
02/16/2021	187346	MICHIGAN LINEN SERVICE, INC.	1,133.01
02/16/2021	187347	MICHIGAN MUNICIPAL LEAGUE	204,039.00
02/16/2021	187348	MIDWEST ENVIRO SOLUTIONS	2,625.00
02/16/2021	187349	NATIONAL RECREATION & PARK	205.00
02/16/2021	187350	OFFICE EXPRESS	266.65
02/16/2021	187351	ONSITE SUBSTANCE ABUSE TESTING	380.00
02/16/2021	187352	ORCHARD, HILTZ & MCCLIMENT INC	6,682.00
02/16/2021	187353	PARKWAY SERVICES, INC.	130.00
02/16/2021	187354	PELLA WINDOWS AND DOORS	55.00
02/16/2021	187355	PETER POWER	770.00
02/16/2021	187356	PM TECHNOLOGIES, LLC	945.00
02/16/2021	187357	POWER HOME REMODELING	255.00
02/16/2021	187358	PREFERRED TONER SOLUTIONS	504.85
02/16/2021	187359	RAY RANDOLPH	3,458.40
02/16/2021	187360	RHETT REYES	1,797.25
02/16/2021	187361	RICHARD FITZGERALD	3,252.00
02/16/2021	187362	RICOH USA, INC.	332.54
02/16/2021	187363	SAM'S CLUB DIRECT	15.82
02/16/2021	187364	SPICER GROUP	1,869.25
02/16/2021	187365	STANDARD PRINTING	165.00
02/16/2021	187366	STANTEC	13,288.00
02/16/2021	187367	STAPLES* - ACCOUNT #1026071	19.79
02/16/2021	187368	TARGET INFORMATION	40.97
02/16/2021	187369	THOMAS PIOTROWSKI	675.00
02/16/2021	187370	TODD BARBER	2,370.00
02/16/2021	187371	TRENDSET COMMUNICATIONS GROUP	1,131.33
02/16/2021	187372	UNIFIRST CORPORATION	142.23
02/16/2021	187373	UTILITIES INSTRUMENTATION SERV	557.00
02/16/2021	187374	VICTOR CHIASSON	1,126.00
02/16/2021	187375	VICTORY LANE	331.00
02/16/2021	187376	W.J. O'NEIL COMPANY	8,489.30
02/16/2021	187377	WASHTENAW COUNTY LEGAL NEWS	70.00
02/16/2021	187378	YPSILANTI ACE HARDWARE	218.60
02/16/2021	187379	YPSILANTI COMMUNITY	2,160.51
02/16/2021	187380	YPSILANTI TOWNSHIP PETTY CASH	75.94

AP TOTALS:

Total of 70 Checks:	447,849.71
Less 0 Void Checks:	0.00
Total of 70 Disbursements:	447,849.71



02/10/2021 04:40 PM  
User: mharris  
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI  
CHECK NUMBERS 64 - 65

Check Date	Check	Vendor Name	Description	Amount
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*CREDIT CARDS*

Bank CARDS COMERICA COMMERCIAL CARD

02/16/2021	64 (E)	COMERICA BANK	OVERNIGHT MAILING FOR ASSESSING OFFICE	26.35
			OVERNIGHT MAILING FOR TREASURER'S OFFICE	26.35
			2021 SUBSCRIPTION RENEWAL FOR YTFD DEVIC	364.00
			PORTION OF 2021 ANNUAL FUEL CLOUD	85.00
			DIGITAL DISPLAYS	399.17
			SG SITE SCANNING	19.80
			HOSTED ZIMBRA	480.00
				<hr/>
				1,400.67
				<hr/> <hr/>

CARDS TOTALS:

Total of 1 Checks:				1,400.67
Less 0 Void Checks:				0.00
Total of 1 Disbursements:				<hr/>
				1,400.67

**OFFICE OF THE TREASURER  
STAN ELDRIDGE**



**MONTHLY TREASURER'S REPORT  
JANUARY 1, 2021 THROUGH JANUARY 31, 2021**

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	5,708,023.05	961,057.18	1,661,049.16	5,008,031.07
101 - Payroll	197,689.78	699,908.29	644,031.97	253,566.10
101 - Willow Run Escrow	145,372.07	0.00	0.00	145,372.07
206 - Fire Department	539,699.68	259,604.83	339,250.15	460,054.36
208 - Parks Fund	23,434.27	0.00	539.49	22,894.78
212 - Roads/Bike Path/Rec/General Fund	294,565.07	191.50	142,590.11	152,166.46
226 - Environmental Services	1,320,102.20	3,010.95	425,830.27	897,282.88
230 - Recreation	68,323.39	8,054.65	25,346.66	51,031.38
236 - 14-B District Court	93,562.27	77,101.72	149,650.86	21,013.13
244 - Economic Development	70,452.39	0.00	0.00	70,452.39
249 - Building Department Fund	1,445,017.87	52,368.50	40,082.29	1,457,304.08
250 - LDFA Tax	19,993.60	0.00	0.00	19,993.60
252 - Hydro Station Fund	732,012.65	39,256.92	13,498.21	757,771.36
266 - Law Enforcement Fund	3,961,897.64	18,367.16	78,055.42	3,902,209.38
398 - LDFA 2006 Bonds	117,405.07	0.00	0.00	117,405.07
584 - Green Oaks Golf Course	229,813.51	4,200.76	25,894.50	208,119.77
590 - Compost Site	829,524.52	20,738.67	24,857.95	825,405.24
595 - Motor Pool	290,431.01	171.29	4,052.39	286,549.91
701 - General Tax Collection	30,313.20	3,027.00	3,340.17	30,000.03
703 - Current Tax Collections	16,794,979.25	5,143,160.02	2,825,648.57	19,112,490.70
707 - Bonds & Escrow/GreenTop	1,406,606.99	15,729.00	8,216.50	1,414,119.49
708 - Fire Withholding Bonds	131,050.88	12,786.00	13,058.00	130,778.88
893 - Nuisance Abatement Fund	66,817.05	1,655.84	2,385.00	66,087.89
<b>GRAND TOTAL</b>	<b><u>34,517,087.40</u></b>	<b><u>7,320,390.28</u></b>	<b><u>6,427,377.67</u></b>	<b><u>35,410,100.01</u></b>

# ATTORNEY REPORT

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GENERAL LEGAL UPDATE

# **NEW BUSINESS**

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**Charter Township of Ypsilanti**

**RESOLUTION 2021-11**

**(In Reference to Proposed Ordinance Amendment 2021 - 495)**

*Prohibiting Recreational Marijuana Establishments within Ypsilanti Township as Provided by the Recreational Marijuana Ballot Initiative 1 of 2018*

**Whereas**, at a regular meeting of the Ypsilanti Township Board of Trustees held on **June 16, 2020** the Township Board adopted Ordinance Number 2020-490 which prohibited "**Recreational Marijuana Establishments**" within Ypsilanti Township as provided by the "**Recreational Marijuana Ballot Initiative 1 of 2018**" and;

**Whereas**, Township Ordinance Number 2020-490 contained a section entitled "**Effective Date**" which stated *inter alia* that "**This ordinance shall cease effect on March 31, 2021**" and;

**Whereas**, the COVID-19 pandemic has placed constraints on the Ypsilanti Township Board of Trustees and the Ypsilanti Township Planning Commission's ability to schedule and hold meetings in person so as to fulfill the Township's commitment to achieve "**Community Engagement**" with its Residents, Neighborhood Watch Groups, Businesses, and all other interested community organizations regarding a number of regulatory and land use decisions that will be codified in the Township's Zoning Ordinance as it pertains to recreational marijuana and;

**Whereas**, the Ypsilanti Township Board of Trustees wishes to fulfill this commitment of "**Community Engagement**" and, as such, has determined that the "**Effective Date**" for Ordinance Number 2020-490 to cease effect should be extended to **March 31, 2022** so as to allow for further community engagement as well as adoption of ordinances and regulations pertaining to recreational marijuana.

**NOW THEREFORE BE IT RESOLVED** that Ordinance Amendment Number 2021-495 attached hereto is incorporated by reference and is hereby adopted in its entirety.

# Charter Township of Ypsilanti

## PROPOSED ORDINANCE NO. 2021-495

*An Ordinance Amending Ordinance 2020-490 Prohibiting Recreational Marijuana Establishments within Ypsilanti Township as Provided by the Recreational Marijuana Ballot Initiative 1 of 2018*

The Charter Township of Ypsilanti hereby Ordains that Ordinance Number 2020-490 shall be amended as follows:

### **Effective Date**

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law. This Ordinance shall cease effect on **March 31, 2022**. Furthermore, the Township's Planning Director, Planning Consultants, and Township Attorneys are hereby directed to provide the Ypsilanti Township Board of Trustees with quarterly updates which pertains to all information and research that is being conducted.

### **Severability**

Should any section, subdivision, sentence, clause or phrase of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

### **Publication**

This Ordinance shall be published in a newspaper of general circulation as required by law.

### **Effective date**

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
HEATHER JARRELL ROE  
*Treasurer*  
STAN ELDRIDGE  
*Trustees*  
JIMMIE WILSON, JR.  
JOHN P. NEWMAN II  
GLORIA PETERSON  
DEBBIE SWANSON



Charter Township of Ypsilanti  
Hydro Station

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

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

# MEMORANDUM

TO: Board of Trustees

FROM: Michael Saranen, Operation Manager

DATE: February 2, 2021

RE: **Request to Approve Barr Engineering to Address Comments related to Special Spillway Assessment in the amount not to exceed \$29,000.00 and is budgeted in 252.252.000.801.000.**

As the Charter Township of Ypsilanti is an owner and operator of a hydroelectric dam (Hydro Station) that is licensed under the Federal Energy Regulatory Commission (FERC), we are required to operate under the project's license and follow engineering guidelines to ensure the project is safe to operate.

An event at the Oroville Dam in California 2017 triggered FERC to complete a focused review of emergency spillways at FERC projects throughout the United States. The Hydro Station was required to complete this assessment.

Barr Engineering's completed a technical memorandum for the Special Spillway Assessment, and was filed with the FERC. FERC issued comments in October 2020 requesting a timeline to address the following;

- Material in the emergency spillway achieved 95% compaction while design was 70%. How will this potentially impact the activation of fuse plug?
- Re-evaluate existing tailwater curve and gain size for impacts to the spillway sheetpile stability.

I have turned to Barr Engineering to assist with these tasks since we do not have a licensed engineer with dam construction on staff. Barr has provided dam safety support to the Hydro Station for 20 years.

The Scope for this work is;

- Evaluate the potential impact of 95% (minimum) compaction of the embankment on fuse plug spillway erosion rate. Provide Memorandum summarizing the findings and provide recommendations regarding the findings.
- Develop a tailwater rating curve consistent with current engineering standards, using the US Army Corps of Engineers HEC-RAS hydraulic model. The model will extend from the immediately downstream of the Ford Lake Dam to French Landing Dam. The model to be a steady-state analysis and will include flows ranging from low flow conditions up the PMF event. Prepare a technical memorandum summarizing our analyses and results.
- Analyze the bending and shear stresses in the existing steel sheet pile wall at the toe of the ACBM spillway under the previously estimated worst-case condition of 11 foot deep scour hole downstream of the sheet pile wall. Prepare a technical memorandum summarizing our methods, results, and recommendations to address sheetpile in-stability.

This work is required for us to fully understand the project's performance in various conditions.

Please accept Barr's Proposal, "Ford Lake Dam FERC Special Spillway Assessment - Proposed Work for 2021" in the amount of \$29,000 which is budgeted in 252.252.000.801.000.

Please contact me with any questions.



January 28, 2021

Mr. Michael Saranen  
Hydro Operations  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48197

**Re: Ford Lake Dam FERC Special Spillway Assessment - Proposed Work for 2021**

Dear Mr. Saranen:

This letter summarizes our proposed work plan for 2021 related to the FERC Special Spillway Assessment. We plan to address comments provided by the FERC in their October 16, 2020 response to Barr's response letter submitted June 19, 2019. We estimate our fee to complete the work to be \$29,000. There is uncertainty in the scope of work and fee based on available data and on what we discover as we get into our evaluation. We propose to complete the tasks provided herein for an estimated fee of \$29,000, using the terms and conditions of our most recent executed Agreement with the Township.

Below are the three comments from FERC's October 16, 2020 letter Re: Response to Barr's response letter submitted June 19, 2019, and our proposed work plan to address the comments.

**FERC comment #1.** No response was provided addressing the comment No. 1 on guard rail removal. You proposed to address it in the next EAP update/rewrite planned for 2020.

**Plan.** Comment No. 1 on guard rail removal is addressed in Barr's September 3, 2020 memo. We understand that the lead times and equipment needed for guard rail removal recommended in Barr's September 3, 2020 memo have been incorporated by the Township in the project's 2020 rewrite of the EAP. No further action required by Barr.

**FERC comment #2.** Response to Comment No. 3 does not appear to directly address the comment. The actual compaction of embankment would have achieved a minimum 95% of maximum unit weight, while the material property used in the hydraulic model study was 70%. How will this potentially impact the activation of fuse plug?

**Plan.** We will evaluate the potential impact of 95% (minimum) compaction of the embankment on fuse plug spillway erosion rate and summarize our findings and recommendations in a memorandum. Fee \$2,000. Estimated to be complete by September 30, 2021.

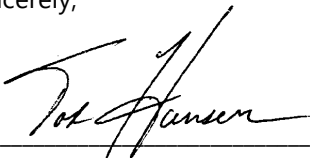
**FERC comment #3.** Response to FERC Comment #8 recommends re-evaluating the tailwater rating curve and actual sediment sizes downstream of ACBM, as their accuracy will greatly affect the analysis of this PFM. Scouring downstream of the sheetpile toe wall was analyzed for 3 HW conditions and two different assumed grain sizes. The deepest scour could be up to 11 ft. In this case, it is prudent to assess the structural capacity or stability of the sheetpile wall itself. A plan should be proposed to address this issue.

**Plan.** Tailwater levels affect not only this auxiliary spillway scour issue, but also the dam stability analysis issue raised by GEI in their Ninth CSIR recommendations, November 2020. We will develop a tailwater rating curve consistent with current engineering standards, using the US Army Corps of Engineers HEC-RAS hydraulic model. The model will extend from the immediately downstream of the Ford Lake Dam to French Landing Dam. The model will be a steady-state analysis and will include flows ranging from low flow conditions up the PMF event. To construct the model, we plan to conduct a survey of the riverbed and overbank areas at select sections between Ford Lake Dam and the Rawsonville Road crossing. We assume overbank topographic data and bathymetric data for Belleville Lake will be available electronically from existing public data, and we assume plans will be available for the three bridges/road crossings and for French Landing Dam. We will use available historic flow and tailwater elevation data in the calibration of the model. We will prepare a technical memorandum summarizing our analyses and results. Fee \$25,000. Estimated to be complete by September 30, 2021.

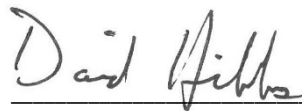
We will analyze the bending and shear stresses in the existing steel sheet pile wall at the toe of the ACBM spillway under the previously estimated worst-case condition of 11 foot deep scour hole downstream of the sheet pile wall. We assume that the global stability of the wall is sufficient, and analyses are not required to evaluate global stability. This assumption is based on our review of existing construction drawings which indicate that the top of the steel sheet pile wall is connected to the downstream end of the ACBM spillway and the sheets are 20-feet deep. We will prepare a technical memorandum summarizing our methods, results, and recommendations. Fee \$2,000. Estimated to be complete by September 30, of 2021.

Barr's fee schedule for 2021 is attached.

Sincerely,



Tor Hansen, PE  
Vice-President



David Hibbs, PE  
Project Manager



# Fee Schedule—2021

Rev. 12/26/2020

Description	Rate* (U.S. dollars)
Principal	\$160-295
Consultant/Advisor	\$185-250
Engineer/Scientist/Specialist IV	\$155-180
Engineer/Scientist/Specialist III	\$125-150
Engineer/Scientist/Specialist II	\$95-120
Engineer/Scientist/Specialist I	\$65-90
Technician IV	\$155-180
Technician III	\$125-150
Technician II	\$95-120
Technician I	\$65-90
Support Personnel III	\$155-180
Support Personnel II	\$95-150
Support Personnel I	\$65-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice.

For travel destinations within the continental U.S. (CONUS) and Canada, meals will be reimbursed on a per diem basis. The per diem rate will be as published by the U.S. Internal Revenue Service (IRS) based on the High-Low method. Full day per diem rates will be pro-rated on travel days. For travel destinations outside the continental U.S. (CONUS) and Canada, meals will be reimbursed based on actual expenses incurred.

All other reimbursable expenses including, but not limited to, costs of transportation, lodging, parking, postage, shipping and incidental charges will be billed at actual reasonable cost. Mileage will be billed at the IRS-allowable rate.

Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr’s standard rate schedules.

Principal category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g. engineers, geologists, and landscape architects), and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

\*Rates do not include sales tax on services that may be required in some jurisdictions.

# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Heather Jarrell Roe, Clerk  
From: Michael Radzik, OCS Director  
Re: **Request to authorize circuit court litigation to abate a public nuisance located at 2835 Coolidge Ave funded in the amount of \$10,000 in account 101-950.000-801.023**  
Copy: McLain & Winters, Township Attorneys  
Date: February 5, 2021

The Office of Community Standards (OCS) has investigated a public nuisance at the following location for which authorization to engage in circuit court is requested.

### **2835 COOLIDGE AVE**

An automobile storage, dismantling and processing business known as Franklin Yards LLC was granted a new junkyard license in 2016 to operate under the name Franklin Truck Salvage. The business occupies a 5-acre parcel at 2835 Coolidge Ave in an industrial section of the township.

The business owner, Jason Bombrisk, operated the business under the name Franklin Truck Salvage until sometime in 2018, when it was transferred on paper to an entity known as Integrity Trucks and Parts LLC. Staff met with Mr. Bombrisk on October 21, 2019 in an effort to assist him in obtaining a new license. Subsequently, there was a delay with continued enforcement due to the COVID-19 pandemic. Since then, efforts to receive and process a completed application for a new junkyard license have been frustrated by an ongoing lack of cooperation. On November 20, 2020, Mr. Bombrisk was personally served with a Notice of Violation for a host of regulatory licensing and zoning violations with a December 31, 2020 deadline imposed for initial compliance. A follow-up conversation with Mr. Bombrisk on January 12, 2021 resulted in no progress toward compliance; in fact, he alleged he had not been served contrary to reality.

In addition to regulatory code violations for the junkyard and business licenses, the corporate entity listed as owning the property through an unrecorded land contract was dissolved by Mr. Bombrisk last year. The Assessor's Office has no verified information regarding land ownership, and the property taxes for the parcel are seriously delinquent.

## CHARTER TOWNSHIP OF YPSILANTI

Despite best efforts to resolve this public nuisance at the staff level, authorization is requested to engage with the property owner and the business owner in circuit court in an effort to abate the nuisance.



# CHARTER TOWNSHIP OF YPSILANTI

## OFFICE OF COMMUNITY STANDARDS

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

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To: Heather Jarrell Roe, Clerk

From: Michael Radzik, OCS Director

Re: **Request to approve four (4) Authorizing Documents for Conversion Services with the State of Michigan DTMB Records Management Services and Graphic Sciences, Inc. to convert Office of Community Standards paper record files to digital images in an amount not to exceed \$100,000 budgeted in the Building Department Fund 249-249.000-801.000 contingent upon budget amendment approval.**

Copy: McLain & Winters; Board of Trustees; Javonna Neel

Date: February 4, 2021

In 2018, to improve efficiency, maintenance of regulated records, and free up valuable office space, the Office of Community Standards facilitated hiring Graphic Sciences, Inc. (GSI) under authority of the State of Michigan Department of Technology, Management and Budget (DTMB), Records Management Services to convert old paper documents to digital images. Under the direction and supervision of the state, GSI scanned approximately 800,000 paper property records and provided new sets of official records on digital video discs. The discs were retained as master records, while their contents were copied to the Township's network servers for daily use by staff.

This process met requirements of the state records retention schedule and allowed for the eventual destruction of the original paper documents under direction of the state. GSI provided boxes and labor to remove and transport the files to a production facility in Madison Heights. GSI prepared and scanned the documents, and delivered the final product for inspection and acceptance. Once accepted, GSI delivered all original documents to the state's Record Center for destruction.

Now in 2021, we are ready to proceed with Phase II of this digital conversion project within the Office of Community Standards. In addition, the Assessor's Office has requested that its land division records be included in the project for the mutual working benefit of both offices. Staff from both offices have coordinated with GSI to categorize the remaining paper records into the following four (4) project groups in alignment with requirements of state records retention General Schedule #10.

# CHARTER TOWNSHIP OF YPSILANTI

1. **Assessing Department Parcel Files**
  - a. **Authorizing Document MI-561**
  - b. Approximately 65,000 8.5"x14" images
  - c. Estimated cost of \$10,465
  
2. **Planning Department Files**
  - a. **Authorizing Document MI-562**
  - b. Approximately 162,650 8.5"x14" images
  - c. Approximately 10,873 engineering drawings
  - d. Estimated cost of \$40,598
  
3. **OCS Planning Parcel Files**
  - a. **Authorizing Document MI-563**
  - b. Approximately 65,000 8.5"x14" images
  - c. Approximately 2,500 engineering drawings
  - d. Estimated cost of \$10,719
  
4. **Building Department Drawings**
  - a. **Authorizing Document MI-564**
  - b. Approximately 50,000 8.5"x14" images
  - c. Approximately 8,500 engineering drawings
  - d. Estimated cost of \$19,296

Totals                    Approximately 342,650 8.5"x14" images  
                              Approximately 21,873 engineering drawings  
                              Estimated cost of \$81,078  
                              Estimated contingency cost for production revisions of \$18,922  
                              **Total cost not to exceed \$100,000**

GSI is a State of Michigan MiDeal vendor and the job will be performed under authority of State of Michigan Contract 171 180000000749 subject to review by the Township Attorney. Please note that we have already successfully completed acceptance of production test samples as outlined in Attachment "A" of the enclosed documents, which is a prerequisite to starting production. The project will commence upon funding approval and signing of the Authorizing Documents.

I respectfully request approval and signing of the enclosed Authorizing Documents for Conversion Services in the estimated total amount of \$81,078 with an estimated cost contingency of \$18,922 to cover revisions discovered during production, with the project total funding not to exceed \$100,000. The project is funded in Building Department Fund 249 pursuant to a budget amendment presented concurrently for Board approval.

Enclosures:     Authorizing Documents MI-561, MI-562, MI-563, and MI-564 for Conversion Services each with attachments A-F

**Authorizing Document**  
for  
**Conversion Services**  
Paper to Digital Images  
**Prepared For:**  
**Ypsilanti Township Assessing Department**  
**Parcel Files**  
**January 24, 2021**  
MI-561  
Version 1.0

Conversion services can begin following the signing of this document by all involved parties in compliance with the procedures outlined in this Authorizing Document in accordance with State of Michigan Contract 171 180000000749.

Name/Title/Role	Signature/Date
Terry Buchanan Graphic Sciences, Inc. 1551 E Lincoln Ave Madison Heights MI 48071 <a href="mailto:terryb@gsiinc.com">terryb@gsiinc.com</a>	<div style="border: 2px solid red; padding: 10px; text-align: center;"> <p style="color: red; font-weight: bold;">This document is a draft. Do not sign it at this time.</p> <p style="color: red; font-weight: bold;">When it is ready to be signed the State of Michigan's eSignature tool will be used to collect signatures electronically.</p> </div>
Jessica Weston DTMB Records Management Services Records Analyst Contract Program Manager <a href="mailto:westonj2@michigan.gov">westonj2@michigan.gov</a>	
Brenda Stumbo Ypsilanti Township Supervisor Financial Approval <a href="mailto:bstumbo@ytown.org">bstumbo@ytown.org</a>	
Heather Jarrell Roe Ypsilanti Township Clerk Business Owner <a href="mailto:hjarrellroe@ytown.org">hjarrellroe@ytown.org</a>	



## AUTHORIZING DOCUMENT

### I. General

#### A. Purpose

The purpose of this Authorizing Document is to establish the parameters of the work to be performed and the responsibilities of the parties involved in this conversion. The parties involved in this conversion are Ypsilanti Township Assessing Department (AGENCY) and Graphic Sciences, Inc. (GSI) as the services provider. Should the AGENCY elect to proceed with this work, this Authorizing Document will be used to direct the efforts of the AGENCY and of the service provider (GSI). Commitment to service is established by the submission of a Source Document Job Order form with the documents to be scanned.

#### B. Scope/objective

This Authorizing Document is not to be interpreted as a commitment to perform any set or fixed amount of work. The objective of this work effort is to convert assessing parcel files from paper to digital images.

#### C. Record Series: General Schedule #10 - Township Assessing Departments

- Parcel files containing documents and drawings that describe each parcel of land and the structures located on the parcel. The records are used to split and combine parcels.
- "Parcel Files" are not listed on the general schedule, and the agency does not have an approved specific schedule. Therefore, the default retention period for these records is permanent.

#### D. Contact Information

1. The AGENCY elected Michael Radzik at 734-544-3730, [mradzik@ytown.org](mailto:mradzik@ytown.org) as Project Manager and point of contact for this project. The financial contact for this work effort is Javonna Neel at 734-544-3601, [jneel@ytown.org](mailto:jneel@ytown.org). The on-site contact is Kristi Troy at 734-544-3731, [ktroy@ytown.org](mailto:ktroy@ytown.org).
2. GSI elected Cedric Harper at 1-800-397-6620 as Project Manager and point of contact.
3. DTMB Records Management Services is the program manager for this contract and can be reached at 517-335-9132.

#### E. Pickup Schedule

1. Following AGENCY approval and acceptance of this agreement, production conversion will begin when the AGENCY contacts GSI for pickup of material.
2. Unless otherwise specified in Section XII, the AGENCY will pack any material that requires scanning into shipping boxes and will contact GSI when ready for pickup.

3. GSI will pick up documents from 7200 S Huron River Dr, Ypsilanti, on an as-requested basis.
4. Each pickup will be assigned a production work order number. A copy of the work order will be left with the agency at the time of material pickup. The AGENCY is responsible for completing the top portion of each job order form. The information that must be completed by the AGENCY is as follows: Department, Division, Authorizing Document Number, Address, Contact Name, Contact Phone Number, and all appropriate accounting codes. GSI will not pick up jobs with incomplete job order forms.

II. **Scan Test Sample** (to be completed prior to the completion of this document)

The purpose of the scan test is to establish the scanner settings necessary to obtain the optimum image in a collection of documents. The scan test was completed and supplied to the AGENCY.

A. Selection of Test Documents

1. The AGENCY selected a diverse sampling of documents from the collection of records to be scanned.
2. The selection of documents shall be no more than 1000 documents or 1% of the entire collection (whichever is less), unless it is determined and agreed upon by both parties that a larger sample is necessary.
3. GSI shall assist the AGENCY in the selection of sample documents if requested.

B. Performance of Test

1. GSI shall perform and deliver free of charge as many test samples as reasonably necessary to obtain the optimum scan settings. Unnecessary scan tests requested by the agency may be subject to charge as determined by the DTMB RMS Program Manager.
2. GSI shall re-test the collection if new or different scanners are used in mid-production. The re-test shall be compared to the original test. If the quality of the re-test cannot meet or exceed the quality of the original test, GSI shall stop all production and notify the AGENCY and DTMB RMS Program Manager for further instruction.

C. Review and Documentation of Test

1. The AGENCY shall review and approve a test scan prior to the production scanning of any documents. The approval of a test scan is documented by the signing of this Authorizing Document.
2. The AGENCY shall be responsible for maintaining any documents used in the test sample as well as any documentation (including test images) created in the testing process as evidence of this conversion unless prohibited by law or its

Records Retention and Disposal Schedule. The final approved test for this project is job order number S-92964 dated 11-20-2021.

### **III. Document Preparation**

#### **A. Non Scanner Ready Documents**

1. GSI will perform any required document preparation functions necessary to make the documents ready for scanning and indexing. This includes but may not be limited to; removal of staples and paper clips, copying or repair of torn documents, taping small documents to 8 ½ x 11, verify and sort to proper file order as instructed, insertion of barcode sheets and/or creation of target sheets as instructed.
2. Documents containing Post-it notes or other attachments covering parts of a page shall be copied as is. The Post-it note or attachment shall then be removed and discarded. The copy containing the Post-it note information shall be placed in front of the original for imaging.

### **IV. Document Scanning**

- A. All documents will be scanned on Canon X-10C scanner.
- B. GSI will scan all surfaces of the documents that contain any information. Blank pages will be electronically removed as specified in the production test results (see attachment A).
- C. All documents will be scanned in gray scale at a resolution of 300 DPI.
- D. Images will be single page images stored in a JPG Image file format. The images will be converted to multi-page PDF prior to delivery.
- E. GSI will select a single scanner setting that optimizes the appearance of the digital images. All documents will be captured using that optimum scanner setting.

### **V. Document Re-assembly**

- A. Not necessary.

### **VI. Product Finishing**

- A. Indexing
  1. See Attachment B
- B. Product Media
  1. Final image product will be delivered on USB Media.

C. Labeling

1. GSI will create a label with job order number on the USB media.

VII. **Quality Control**

- A. Following the document scanning process, GSI will randomly examine 10% of the images from each batch to ensure the legibility and reproducibility of images are in compliance with the approved test sample. Any poor quality images detected will be re-scanned and replaced. If 2% of the QC test contains poor images, the entire batch will be re-analyzed and re-scanned.
- B. GSI shall follow all quality control measures agreed upon by the Department of Technology, Management and Budget as well as any applicable AIIM/ANSI standards.

VIII. **Product Delivery**

- A. GSI will deliver all final products to Michael Radzik at 7200 S Huron River Dr, Ypsilanti.
- B. Based on samples analyzed, GSI estimates the entire project to take approximately four weeks to complete.

IX. **Product Acceptance**

- A. Upon receipt of the images, the AGENCY will have 30 days to review and inspect the delivered images to determine any quality issues.
- B. The delivered product will be deemed acceptable, unless the AGENCY otherwise notifies GSI within the time period specified above.
- C. GSI will correct problems identified as the vendor's responsibility within a schedule agreeable to both parties.
- D. If quality issues are found, the holding period specified above will restart after the issues are resolved and the work is delivered back to the AGENCY.
- E. After the time period specified above and unless otherwise instructed, all scanned documents will be returned to Ypsilanti Township.

X. **Pricing Schedule**

- A. Project costs will be invoiced monthly to the Department of Technology, Management and Budget. DTMB Records Management Services will withdraw the calculated cost in accordance with the current published rate via interagency transfer through SIGMA using the billing codes provided by the AGENCY in this Authorizing Document.
- B. All invoicing will be generated utilizing the State of Michigan pricing schedule contract.

- C. Invoices will reflect the number of units billed in accordance with the requirements of the Department of Technology, Management and Budget pricing structure. The actual number of units will also be noted on the invoice.
- D. The AGENCY will incur the cost of scanning bar codes used for identification or indexing purposes. These bar codes will be removed from the image collection prior to the actual delivery. The AGENCY will not be charged for scanning images that have been removed from the collection which were identified as having less than the threshold specified in the test results section of this Authorizing Document.

**XI. Acceptance of Authorizing Document**

- A. With the signing of this document which represents that the AGENCY accepts GSI's procedures and pricing, GSI will begin the conversion services that have been outlined within this Authorizing Document.

**XII. Other Terms and Conditions**

- A. None

**XIII. Amendments**

- A. Either party can initiate a review of this Authorizing Document and can request revisions to it. The AGENCY, the DTMB RMS Program Manager and GSI must agree to any changes in writing. Any revision made to the Authorizing Document will be tracked. If an amendment is found necessary, production will continue unless there is a critical change needed. In this instance, all necessary steps will be taken by all parties to ensure there is minimal interruption in workflow.

## **Attachment "A"** **Production Test results**

A complete test of the production test was executed with representative documents provided by the AGENCY.

**Preparation:** The following tasks were performed during the preparation process:

- Fasteners Removed
- Documents repaired
- Documents unfolded and bent corners corrected
- No photocopying was necessary
- Index values identified.
- Estimate the time involved in the prep process

**Document scanning:** The following settings were used to create the delivered test.

- Resolution: 300 DPI
- Duplex: ON
- Dithering: OFF
- Skew Detect: ON
- Border Elimination: ON
- Bar Code Detect: ON
- Page Size: Auto ON
- Contrast Setting: Automatic
- Brightness Setting: Automatic
- Scan Threshold Setting: Normal S-5

These settings produced the best possible image across the sample of test documents provided. No individual page to page settings were needed or used.

**Image Indexing:** Each "document" was indexed using the criteria in the Authorizing Document. Specifically, Accessing Records.

**Image Delivery:** For purposes of delivering a viewable sample, images and index data were delivered on a CD/DVD that contained its own image viewer, the index data base and the actual images. A 100% review of the images and the index data was executed prior to the delivery of the test images.

**Average Image Size:** Any volume estimates provided are based on the sample documents provided. The average image size in this test collection was: 200KB

## Attachment "B" Indexing Requirements

### B.1 Indexing Process

GSI will manually enter all index fields from data on the parcel files. The field will be combined to create the file name for each digital image.

### B.2 Resulting Application Index Values

Field Name	Data Type	Pattern	Example
New PID#	Text	A-NN-NN-NN- NNN	K-11-21-200-043
New address	Text	NNNN AAAAAAAA	1861 WHITTAKER
Old PID#	Text	A-NN-NN-NN- NNN	K-11-21-200-050

Example:

K-11-21-200-043\_1861\_WHITTAKER\_K-11-21-200-050.PDF

Attachment "C"

Pricing

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET - RECORDS MANAGEMENT SERVICES					
PRICE LIST OF IMAGING/MICROFILM SERVICES EFFECTIVE JUNE 2018					
DESCRIPTION	DOCUMENT SIZE	PRICE PER UNIT	# OF UNITS	CHARGE	
<b>200 DPI PAPER SCANNING - BLACK AND WHITE IMAGE</b>					
PAPER DOCUMENTS	UP TO 5.5 X 8.5	0.0514 PER IMAGE			0.00
PAPER DOCUMENTS	UP TO 8.5 X 14	0.0706 PER IMAGE	65,000		4589.00
ENGINEERING DRAWINGS	ANY	1.1040 PER IMAGE	0		0.00
E-LOGS	ANY	0.1035 PER LINEAR FT.			0.00
PAPER DOCUMENTS	UP TO 11X14	0.0856 PER IMAGE			0.00
DIGITAL SCANNING COLOR	UP TO 8.5 X 14	0.0856 PER IMAGE			0.00
DIGITAL SCANNING COLOR	UP TO 5.5X8.5	0.0805 PER IMAGE			0.00
<b>200 DPI SCANNING - FLATBED</b>					
B&W, GREY SCALE OR COLOR IMAGE	UP TO 11 X 14	0.4186 PER IMAGE			0.00
<b>200 DPI MICROFILM SCANNING - BLACK AND WHITE IMAGE</b>					
16MM ROLL		0.0598 PER IMAGE			0.00
35MM ROLL		0.0909 PER IMAGE			0.00
35MM APERTURE CARDS		1.0235 PER IMAGE			0.00
16MM 5-CHANNEL JACKET or non uniform fiche		0.1840 PER IMAGE			0.00
105MM MICROFICHE highspeed scan - uniform layout		0.0587 PER IMAGE			0.00
<b>DELIVERY MEDIA</b>					
CD-R		16.1000 PER CD			0.00
DVD		16.1000 PER DVD			0.00
<b>MICROFILM FROM DIGITAL IMAGE (TIFF)</b>					
SILVER 16MM ROLL		0.0460 PER IMAGE			0.00
<b>SOURCE DOCUMENT FILMING</b>					
ROTARY CAMERA	ALL	0.0460 PER IMAGE			0.00
16MM PLANETARY	ALL	0.1150 PER IMAGE			0.00
35MM PLANETARY (ENGINEERING)	ALL	0.6900 PER IMAGE			0.00
105 STEP & REPEAT FICHE	ALL	0.1610 PER IMAGE			0.00
<b>DUPLICATION</b>					
	<b>FILM THICKNESS</b>	<b>TYPE</b>	<b>PRICE PER UNIT</b>	<b># OF UNITS</b>	<b>CHARGE</b>
100 FT 16MM ROLL FILM	5 MIL.	DIAZO	9.9245 PER ROLL		0.00
215 FT 16MM ROLL FILM	2.5 MIL.	DIAZO	12.5465 PER ROLL		0.00
100 FT 35MM ROLL FILM	5 MIL.	DIAZO	14.6280 PER ROLL		0.00
100 FT 16MM ROLL FILM	5 MIL.	SILVER	19.1475 PER ROLL		0.00
215 FT 16MM ROLL FILM	2.5 MIL.	SILVER	35.0750 PER ROLL		0.00
100 FT 35MM ROLL FILM	5 MIL.	SILVER	39.4450 PER ROLL		0.00
105MM CUT FICHE OR JACKETS	5 MIL.	DIAZO	0.4485 PER FICHE		0.00
<b>FILM PROCESSING (EXCLUDES CAMERA WORK)</b>					
		<b>TYPE</b>	<b>PRICE PER UNIT</b>	<b># OF UNITS</b>	<b>CHARGE</b>
100 FT 16MM	5 MIL.	SILVER	8.9700 PER ROLL		0.00
215 FT 16MM	2.5 MIL.	SILVER	13.0180 PER ROLL		0.00
<b>LOADING - CARTRIDGES - APERTURE CARDS - JACKETS</b>					
			<b>PRICE PER UNIT</b>	<b># OF UNITS</b>	<b>CHARGE</b>
CARTRIDGE LOADED & LABELED			4.8875 PER CARTRIDGE		0.00
TYPE "A" ANSI CLIP LOADED & LABELED			2.4150 PER CLIP		0.00
16 MM 5 CHANNEL JACKET			1.0350 PER JACKET		0.00
35MM APERTURE CARD			0.2875 PER CARD		0.00
<b>MISCELLANEOUS SERVICES</b>					
	<b>TYPE</b>	<b>PRICE PER UNIT</b>	<b># OF UNITS</b>	<b>CHARGE</b>	
DOCUMENT PREPARATION		22.6895 PER HOUR	175		3970.66
DECISION BASED DOCUMENT PREPARATION		40.6295 PER HOUR			0.00
DATA ENTRY FOR INDEXING (heads down)		0.0127 PER CHARACTER	150,000		1905.00
DATA ENTRY FOR INDEXING (by the hour)		44.1715 PER HOUR			0.00
ADDITIONAL QC / SPECIALIZED IMAGE FINISHING		34.7760 PER HOUR			0.00
DECISION BASED ADDITIONAL QC / SPECIALIZED IMAGE FINISHING		38.0650 PER HOUR			0.00
COMPUTER RUN TIME		15.8125 PER HOUR			0.00
FULL TEXT OPTICAL CHARACTER RECOGNITION		15.8125 PER HOUR			0.00
CUSTOM PROGRAMMING		173.6500 PER HOUR			0.00
BOX STORAGE		0.3680 PER CU FT/MONTH			0.00
COMMERCIAL SHIPPING (UPS, FEDEX, AIRBORN, ETC.)		0.0000 @ CURRENT RATE			0.00
PAPER PRINTS FROM 35MM ROLL OR APERTURE CARD		0.7820 PER PRINT			0.00
PAPER PRINTS FROM JACKETS, FICHE, 16MM ROLL		0.2645 PER PRINT			0.00
MICROFICHE ENVELOPES		0.0575 EACH			0.00
MISCELLANEOUS		0.0000 EACH			0.00
				<b>Total:</b>	<b>10464.66</b>
DISCOUNT FOR PROJECTS OVER \$50,000				n/a	
DISCOUNT FOR PROJECTS OVER \$100,000				n/a	
DISCOUNT FOR PROJECTS OVER \$200,000				n/a	
PRICE QUOTE FOR:			ANTICIPATED AVERAGE COST PER PAGE:		<b>0.16</b>
(DOES NOT INCLUDE MICROFILM FROM DIGITAL)					
DEPT:	DIV:	DATE:			
ITEM #:	RECORD SERIES TITLE:				
COMMENTS:					



**Attachment “D”**  
**Recommended Practice: Quality Assurance Procedures**

Quality assurance is the systematic process of checking delivered goods or services to see if they are meeting the specified requirements. The procedures described here apply to the scanning of paper records to convert them to digital images by the state’s contracted imaging vendor.

The statistics are derived from the standard known as ANSI/ASQC Z 1.4, formerly known as Mil STD 105. When properly used these standards provide the end user a 99.95% certainty that the work delivered is equivalent to the QA examination. It is important to note that this procedure is not equivalent to quality control but is rather an examination of the completed and delivered results. Quality control is performed by the vendor prior to delivery of images.

Prior to the pickup of the material:

**STEP 1.** Complete the Job Order form. In particular, note the unique job number located in the top right-hand corner of the form.

**STEP 2.** For each box in the job, randomly select six individual pages. There is no exact methodology to this selection process but it will be best to make the selections randomly from the front to the back of the box. Note the **EXACT** location from which the page was selected. Make a photocopy of the selected page and handwrite the unique index value of that page on the photocopy OR scan the selected page and make a digital notation of the unique index value on the digital image. If the selected page happens to be a poor quality original, do not modify the copier or scanner settings in order to improve the legibility of the page. Return the original document to the **EXACT** location from which it was taken. Note: It may be best to perform this function one page at a time. This will reduce the chance of an error.

**STEP 3.** Staple the photocopies together by the box from which they were selected and handwrite the box number on the first page. By way of example, if there are 20 boxes in the job, there should be 20 stapled groups identified by the box number. If using scanned documents, create a computer folder and name it by the box number, then put the digital images in the folder. If there are 20 boxes in the job, there should be 20 digital folders.

**STEP 4.** Insert the photocopies into an envelope and mark the envelope with the job number. If using scanned documents, create a computer folder and name it by the job number, then put the folders named by box number into the new folder.

At the completion of Step 4 the job is ready to be sent for scanning. The job will be scanned and indexed by the vendor and the completed work will be delivered to the appropriate people for loading into the imaging system.

When you have been notified that the images associated with the specific job are loaded, or the job has been delivered to your department, the QA examination can be completed. The basis for the examination is two-fold. (1) Can the image be located using the correct index value and (2) once located, is the digital image equivalent to the photocopy or QA digital image.

**STEP 5.** Upon notification that the job is loaded, locate the proper envelope containing the photocopies or locate the computer folder with the QA digital images for the job. Step through the photocopies or QA digital images one at a time and using the index value as the search

criteria, request the file. Once the file is available on the computer screen, step through the images and locate the digital image equivalent of the photocopy or QA digital image.

### **PASS Criteria**

The digital image for each selected page must be able to be located using the correct index value. Once the image has been located; it must have the same general appearance as the photocopy or QA digital image. If these two conditions are met, the QA for that page is complete. Continue to request and examine each selected sample image.

### **FAIL Criteria:**

If the digital image cannot be located within its correct index value **OR** if the digital image is significantly poorer in visual appearance when compared to the photocopy or QA digital image, notify the designated person within the department immediately.

### **What happens in the case of a failure?**

The failure should be reported to DTMB Records Management Services via email at [dtmb-imagingservices@michigan.gov](mailto:dtmb-imagingservices@michigan.gov) and to Terry Buchanan at GSI via email at [terryb@gsiin.com](mailto:terryb@gsiin.com) as soon as it is reasonably convenient to do so. The Job Order Number and exact nature of the failure in as much detail as possible should be provided.

If GSI performed all work according to the specifications in this Statement of Work, no further action is required by the vendor. The vendor will examine the original documents and the delivery data and/or images to verify that specifications have been met, then report the results to the AGENCY and DTMB Records Management Services, which will verify the results.

If GSI did not perform all work according to the specifications in this Statement of Work, the vendor will re-process and re-deliver the product to meet all specifications, at no further cost to the AGENCY.

## **Attachment "E"**

### **Quality Control Levels of Inspection**

#### **Inspection**

GSI will perform the following inspection procedures:

Open and view the first, middle and last image of each batch or box of material. In addition to viewing the first, middle and last page, no less than 10% of all of the images, randomly selected, will be opened and viewed to ensure that the capture of the image is compliant with the initial test results. Inspect images for clarity, reproducibility, proper sequence when sequence is appropriate, correct image orientation, and proper and accurate indexing.

If failure is due to improper prepping, scanning or indexing by GSI the project will be redone at GSI's expense.

If images are determined to be non-compliant with the established test results the work will be redone at GSI's expense.

Defects detected with this inspection process

- Improper image contrast
- Incorrect scanner settings
- Incorrect resolution
- Incorrect or inaccurate indexing
- Image file format
- Incorrect naming convention
- Textual loss
- Image skewing
- Information distortion caused by folds or creases in the documents
- Image polarity
- Image orientation
- Image overlap caused by multiple document feed
- Failure to maintain correct document sequencing

## **ATTACHMENT "F"**

For billing purposes, the AGENCY will provide the following information the State of Michigan, Department of Technology, Management and Budget, Records Management Services. This information will be used to issue invoices for the work performed.

Name of Local Government: Ypsilanti Township

Department: Assessing Department

Billing Address: Michael Radzik, 7200 S Huron River Dr, Ypsilanti, MI 48197

Contact Name, telephone, email for billing purposes: Javonna Neel, Accounting Director, jneel@ytown.org, 734-544-3601

Purchase order number (if necessary):

Please provide any other information that may be necessary in order to facilitate the billing process.

**Authorizing Document**  
for  
**Conversion Services**  
Paper to Digital Images  
**Prepared For:**  
**Ypsilanti Township**  
**Planning Department Files**  
**January 24, 2021**  
MI-562  
Version 1.0

Conversion services can begin following the signing of this document by all involved parties in compliance with the procedures outlined in this Authorizing Document in accordance with State of Michigan Contract 171 180000000749.

Name/Title/Role	Signature/Date
Terry Buchanan Graphic Sciences, Inc. 1551 E Lincoln Ave Madison Heights MI 48071 <a href="mailto:terryb@gsiinc.com">terryb@gsiinc.com</a>	<div style="border: 2px solid red; padding: 10px;"> <p style="color: red; font-weight: bold;">This document is a draft. Do not sign it at this time.</p> <p style="color: red; font-weight: bold;">When it is ready to be signed the State of Michigan's eSignature tool will be used to collect signatures electronically.</p> </div>
Jessica Weston DTMB Records Management Services Records Analyst Contract Program Manager <a href="mailto:westonj2@michigan.gov">westonj2@michigan.gov</a>	
Brenda Stumbo Ypsilanti Township Supervisor Financial Approval <a href="mailto:bstumbo@ytown.org">bstumbo@ytown.org</a>	
Heather Jarrell Roe Ypsilanti Township Clerk Business Owner <a href="mailto:hjarrellroe@ytown.org">hjarrellroe@ytown.org</a>	

## AUTHORIZING DOCUMENT

### I. General

#### A. Purpose

The purpose of this Authorizing Document is to establish the parameters of the work to be performed and the responsibilities of the parties involved in this conversion. The parties involved in this conversion are Ypsilanti Township Planning Department (AGENCY) and Graphic Sciences, Inc. (GSI) as the services provider. Should the AGENCY elect to proceed with this work, this Authorizing Document will be used to direct the efforts of the AGENCY and of the service provider (GSI). Commitment to service is established by the submission of a Source Document Job Order form with the documents to be scanned.

#### B. Scope/objective

This Authorizing Document is not to be interpreted as a commitment to perform any set or fixed amount of work. The objective of this work effort is to convert parcel files from paper to digital images.

#### C. Record Series: General Schedule #10 - Township Planning/Zoning Departments

- Planning/Zoning records - re-zoning applications (retain 10 years), site plans, subdivision plans, and zoning maps/ordinances (retain permanently).
- AGENCY does not have any approved specific schedules, so the default retention period for any unscheduled records is permanent.

#### D. Contact Information

1. The AGENCY elected Michael Radzik at 734-544-3730, [mradzik@ytown.org](mailto:mradzik@ytown.org) as Project Manager and point of contact for this project. The financial contact for this work effort is Javonna Neel at 734-544-3601, [jneel@ytown.org](mailto:jneel@ytown.org). The on-site contact is Kristi Troy at 734-544-3731, [ktroy@ytown.org](mailto:ktroy@ytown.org).
2. GSI has elected Cedric Harper at 1-800-397-6620 as Project Manager and point of contact.
3. DTMB Records Management Services is the program manager for this contract and can be reached at 517-335-9132.

#### E. Pickup Schedule

1. Following AGENCY approval and acceptance of this agreement, production conversion will begin when the AGENCY contacts GSI for pickup of material.
2. Unless otherwise specified in Section XII, the AGENCY will pack any material that requires scanning into shipping boxes and will contact GSI when ready for pickup.

3. GSI will pick up documents from 7200 S Huron River Dr, Ypsilanti, on an as-requested basis.
4. Each pickup will be assigned a production work order number. A copy of the work order will be left with the agency at the time of material pickup. The AGENCY is responsible for completing the top portion of each job order form. The information that must be completed by the AGENCY is as follows: Department, Division, Authorizing Document Number, Address, Contact Name, Contact Phone Number, and all appropriate accounting codes. GSI will not pick up jobs with incomplete job order forms.

II. **Scan Test Sample** (to be completed prior to the completion of this document)

The purpose of the scan test is to establish the scanner settings necessary to obtain the optimum image in a collection of documents. The scan test was completed and supplied to the AGENCY.

A. Selection of Test Documents

1. The AGENCY shall be responsible for selecting a diverse sampling of documents from the collection of records to be scanned.
2. The selection of documents shall be no more than 1000 documents or 1% of the entire collection (whichever is less), unless it is determined and agreed upon by both parties that a larger sample is necessary.
3. GSI shall assist the AGENCY in the selection of sample documents if requested.

B. Performance of Test

1. GSI shall perform and deliver free of charge as many test samples as reasonably necessary to obtain the optimum scan settings. Unnecessary scan tests requested by the agency may be subject to charge as determined by the DTMB RMS Program Manager.
2. GSI shall re-test the collection if new or different scanners are used in mid-production. The re-test shall be compared to the original test. If the quality of the re-test cannot meet or exceed the quality of the original test, GSI shall stop all production and notify the AGENCY and DTMB RMS Program Manager for further instruction.

C. Review and Documentation of Test

1. The AGENCY shall review and approve a test scan prior to the production scanning of any documents. The approval of a test scan is documented by the signing of this Authorizing Document.
2. The AGENCY shall be responsible for maintaining any documents used in the test sample as well as any documentation (including test images) created in the testing process as evidence of this conversion unless prohibited by law or its

Records Retention and Disposal Schedule. The final approved test for this project is job order number S-92964 dated 11-20-2021.

### **III. Document Preparation**

#### **A. Non Scanner Ready Documents**

1. GSI will perform any required document preparation functions necessary to make the documents ready for scanning and indexing. This includes but may not be limited to; removal of staples and paper clips, copying or repair of torn documents, taping small documents to 8 ½ x 11, verify and sort to proper file order as instructed, insertion of barcode sheets and/or creation of target sheets as instructed.
2. Documents containing Post-it notes or other attachments covering parts of a page shall be copied as is. The Post-it note or attachment shall then be removed and discarded. The copy containing the Post-it note information shall be placed in front of the original for imaging.

### **IV. Document Scanning**

- A. All documents will be scanned on a Canon X-10C Document scanner or ColorTrax large format scanner.
- B. GSI will scan all surfaces of the documents that contain any information. Blank pages will be electronically removed as specified in the production test results (see attachment A).
- C. All documents will be scanned in black & white at a resolution of 300 DPI.
- D. Images will be single page images stored in a TIFF group 4 image file format. The images will be converted to multi-page PDF prior to delivery.
- E. GSI will select a single scanner setting that optimizes the appearance of the digital images. All documents will be captured using that optimum scanner setting.

### **V. Document Re-assembly**

- A. Not necessary.

### **VI. Product Finishing**

#### **A. Indexing**

1. See Attachment B

#### **B. Product Media**

1. Final image product will be delivered on USB Media



C. Labeling

1. GSI will create a label with job order number on the USB media.

VII. **Quality Control**

- A. Following the document scanning process, GSI will randomly examine 10% of the images from each batch to ensure the legibility and reproducibility of images is in compliance with the approved test sample. Any poor quality images detected will be re-scanned and replaced. If 2% of the QC test contains poor images, the entire batch will be re-analyzed and re-scanned.
- B. GSI shall follow all quality control measures agreed upon by the Department of Technology, Management and Budget as well as any applicable AIIM/ANSI standards.

VIII. **Product Delivery**

- A. GSI will deliver all final products to Michael Radzik, 7200 S Huron River Dr Ypsilanti, MI 48197.
- B. Based on samples analyzed, GSI estimates the entire project to take approximately six to eight weeks to complete.

IX. **Product Acceptance**

- A. Upon receipt of the images, the AGENCY will have 30 days to review and inspect the delivered images to determine any quality issues.
- B. The delivered product will be deemed acceptable, unless the AGENCY otherwise notifies GSI within the time period specified above.
- C. GSI will correct problems identified as the vendor's responsibility within a schedule agreeable to both parties.
- D. If quality issues are found, the holding period specified above will restart after the issues are resolved and the work is delivered back to the AGENCY.
- E. After the time period specified above and unless otherwise instructed, all scanned documents will be delivered to the State of Michigan Records Center to be destroyed.

X. **Pricing Schedule**

- A. Project costs will be invoiced monthly to the Department of Technology, Management and Budget. DTMB Records Management Services will withdraw the calculated cost in accordance with the current published rate via interagency transfer through SIGMA using the billing codes provided by the AGENCY in this Authorizing Document.

- B. All invoicing will be generated utilizing the State of Michigan pricing schedule contract.
- C. Invoices will reflect the number of units billed in accordance with the requirements of the Department of Technology, Management and Budget pricing structure. The actual number of units will also be noted on the invoice.
- D. The AGENCY will incur the cost of scanning bar codes used for identification or indexing purposes. These bar codes will be removed from the image collection prior to the actual delivery. The AGENCY will not be charged for scanning images that have been removed from the collection which were identified as having less than the threshold specified in the test results section of this Authorizing Document.

XI. **Acceptance of Authorizing Document**

- A. With the signing of this document which represents that the AGENCY accepts GSI's procedures and pricing, GSI will begin the conversion services that have been outlined within this Authorizing Document.

XII. **Other Terms and Conditions**

- A. None

XIII. **Amendments**

- A. Either party can initiate a review of this Authorizing Document and can request revisions to it. The AGENCY, the DTMB RMS Program Manager and GSI must agree to any changes in writing. Any revision made to the Authorizing Document will be tracked. If an amendment is found necessary, production will continue unless there is a critical change needed. In this instance, all necessary steps will be taken by all parties to ensure there is minimal interruption in workflow.

## **Attachment "A"** **Production Test results**

A complete test of the production test was executed with representative documents provided by the AGENCY.

**Preparation:** The following tasks were performed during the preparation process:

- Fasteners Removed
- Documents repaired
- Documents unfolded and bent corners corrected
- No photocopying was necessary
- Index values identified.
- Estimate the time involved in the prep process

**Document scanning:** The following settings were used to create the delivered test.

- Resolution: 200 DPI
- Duplex: ON
- Dithering: OFF
- Skew Detect: ON
- Border Elimination: ON
- Bar Code Detect: ON
- Page Size: Auto ON
- Contrast Setting: Automatic
- Brightness Setting: Automatic
- Scan Threshold Setting: Normal S-5

These settings produced the best possible image across the sample of test documents provided. No individual page to page settings were needed or used.

**Image Indexing:** Each "document" was indexed using the criteria in the Authorizing Document. Specifically, PID Number and Parcel Name.

**Image Delivery:** For purposes of delivering a viewable sample, images and index data were delivered on a CD/DVD that contained its own image viewer, the index data base and the actual images. A 100% review of the images and the index data was executed prior to the delivery of the test images.

**Average Image Size:** Any volume estimates provided are based on the sample documents provided. The average image size in this test collection was: 100KB

## Attachment "B" Indexing Requirements

### B.1 Indexing Process

GSI will manually enter all index fields from data on the paper files. The field will be combined to create the file name for each digital image.

### B.2 Resulting Application Index Values

Field Name	Data Type	Pattern	Example
New PID#	Text	A-NN-NN-NN- NNN	K-11-21-200-043
New address or Sub Name	Text	NNNN AAAAAAAA	1861 WHITTAKER

Example:

K-11-21-200-043\_1861\_WHITTAKER.PDF

## Attachment "C" Pricing

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET - RECORDS MANAGEMENT SERVICES					
PRICE LIST OF IMAGING/MICROFILM SERVICES EFFECTIVE JUNE 2018					
DESCRIPTION	DOCUMENT SIZE	PRICE PER UNIT	# OF UNITS	CHARGE	
<b>200 DPI PAPER SCANNING - BLACK AND WHITE IMAGE</b>					
PAPER DOCUMENTS	UP TO 8.5 X 8.5	0.0514 PER IMAGE			0.00
PAPER DOCUMENTS	UP TO 8.5 X 14	0.0706 PER IMAGE	162,650		11483.09
ENGINEERING DRAWINGS	ANY	1.1040 PER IMAGE	10,873		12003.79
E-LOGS	ANY	0.1035 PER LINEAR FT.			0.00
PAPER DOCUMENTS	UP TO 11X14	0.0856 PER IMAGE			0.00
DIGITAL SCANNING COLOR	UP TO 8.5 X 14	0.0856 PER IMAGE			0.00
DIGITAL SCANNING COLOR	UP TO 8.5X8.5	0.0805 PER IMAGE			0.00
<b>200 DPI SCANNING - FLATBED</b>					
B&W, GREY SCALE OR COLOR IMAGE	UP TO 11 X 14	0.4186 PER IMAGE			0.00
<b>200 DPI MICROFILM SCANNING - BLACK AND WHITE IMAGE</b>					
16MM ROLL		0.0598 PER IMAGE			0.00
35MM ROLL		0.0909 PER IMAGE			0.00
35MM APERTURE CARDS		1.0235 PER IMAGE			0.00
16MM 5-CHANNEL JACKET or non uniform fiche		0.1840 PER IMAGE			0.00
105MM MICROFICHE highspeed scan - uniform layout		0.0587 PER IMAGE			0.00
<b>DELIVERY MEDIA</b>					
CD-R		16.1000 PER CD			0.00
DVD		16.1000 PER DVD			0.00
<b>MICROFILM FROM DIGITAL IMAGE (TIFF)</b>					
SILVER 16MM ROLL		0.0460 PER IMAGE			0.00
<b>SOURCE DOCUMENT FILMING</b>					
ROTARY CAMERA	ALL	0.0460 PER IMAGE			0.00
16MM PLANETARY	ALL	0.1150 PER IMAGE			0.00
35MM PLANETARY (ENGINEERING)	ALL	0.6900 PER IMAGE			0.00
105 STEP & REPEAT FICHE	ALL	0.1610 PER IMAGE			0.00
<b>DUPLICATION</b>					
	<b>FILM THICKNESS</b>	<b>TYPE</b>	<b>PRICE PER UNIT</b>	<b># OF UNITS</b>	<b>CHARGE</b>
100 FT 16MM ROLL FILM	5 MIL.	DIAZO	9.9245 PER ROLL		0.00
215 FT 16MM ROLL FILM	2.5 MIL.	DIAZO	12.5465 PER ROLL		0.00
100 FT 35MM ROLL FILM	5 MIL.	DIAZO	14.6280 PER ROLL		0.00
100 FT 16MM ROLL FILM	5 MIL.	SILVER	19.1475 PER ROLL		0.00
215 FT 16MM ROLL FILM	2.5 MIL.	SILVER	35.0750 PER ROLL		0.00
100 FT 35MM ROLL FILM	5 MIL.	SILVER	39.4450 PER ROLL		0.00
105MM CUT FICHE OR JACKETS	5 MIL.	DIAZO	0.4485 PER FICHE		0.00
<b>FILM PROCESSING (EXCLUDES CAMERA WORK)</b>					
	<b>FILM THICKNESS</b>	<b>TYPE</b>	<b>PRICE PER UNIT</b>	<b># OF UNITS</b>	<b>CHARGE</b>
100 FT 16MM	5 MIL.	SILVER	8.9700 PER ROLL		0.00
215 FT 16MM	2.5 MIL.	SILVER	13.0180 PER ROLL		0.00
<b>LOADING - CARTRIDGES - APERTURE CARDS - JACKETS</b>					
			<b>PRICE PER UNIT</b>	<b># OF UNITS</b>	<b>CHARGE</b>
CARTRIDGE LOADED & LABELED			4.8875 PER CARTRIDGE		0.00
TYPE "A" ANSI CLIP LOADED & LABELED			2.4150 PER CLIP		0.00
16 MM 5 CHANNEL JACKET			1.0350 PER JACKET		0.00
35MM APERTURE CARD			0.2875 PER CARD		0.00
<b>MISCELLANEOUS SERVICES</b>					
	<b>TYPE</b>	<b>PRICE PER UNIT</b>	<b># OF UNITS</b>	<b>CHARGE</b>	
DOCUMENT PREPARATION		22.6895 PER HOUR	465	10550.62	
DECISION BASED DOCUMENT PREPARATION		40.6295 PER HOUR		0.00	
DATA ENTRY FOR INDEXING (heads down)		0.0127 PER CHARACTER	516,600	6560.82	
DATA ENTRY FOR INDEXING (by the hour)		44.1745 PER HOUR		0.00	
ADDITIONAL QC / SPECIALIZED IMAGE FINISHING		34.7760 PER HOUR		0.00	
DECISION BASED ADDITIONAL QC / SPECIALIZED IMAGE FINISHING		38.0650 PER HOUR		0.00	
COMPUTER RUN TIME		15.8125 PER HOUR		0.00	
FULL TEXT OPTICAL CHARACTER RECOGNITION		15.8125 PER HOUR		0.00	
CUSTOM PROGRAMMING		173.6500 PER HOUR		0.00	
BOX STORAGE		0.3680 PER CU FT/MONTH		0.00	
COMMERCIAL SHIPPING (UPS, FEDEX, AIRBORNE, ETC.)		0.0000 @ CURRENT RATE		0.00	
PAPER PRINTS FROM 35MM ROLL OR APERTURE CARD		0.7820 PER PRINT		0.00	
PAPER PRINTS FROM JACKETS, FICHE, 16MM ROLL		0.2645 PER PRINT		0.00	
MICROFICHE ENVELOPES		0.0575 EACH		0.00	
MISCELLANEOUS		0.0000 EACH		0.00	
<b>Total:</b>					<b>40598.32</b>
DISCOUNT FOR PROJECTS OVER \$50,000				n/a	
DISCOUNT FOR PROJECTS OVER \$100,000				n/a	
DISCOUNT FOR PROJECTS OVER \$200,000				n/a	
<b>PRICE QUOTE FOR:</b>					
			<b>ANTICIPATED AVERAGE COST PER PAGE:</b>		<b>0.23</b>
(DOES NOT INCLUDE MICROFILM FROM DIGITAL)					
DEPT:	DIV:	DATE:			
ITEM #:	RECORD SERIES TITLE:				
COMMENTS:					

**Attachment “D”**  
**Recommended Practice: Quality Assurance Procedures**

Quality assurance is the systematic process of checking delivered goods or services to see if they are meeting the specified requirements. The procedures described here apply to the scanning of paper records to convert them to digital images by the state’s contracted imaging vendor.

The statistics are derived from the standard known as ANSI/ASQC Z 1.4, formerly known as Mil STD 105. When properly used these standards provide the end user a 99.95% certainty that the work delivered is equivalent to the QA examination. It is important to note that this procedure is not equivalent to quality control but is rather an examination of the completed and delivered results. Quality control is performed by the vendor prior to delivery of images.

Prior to the pickup of the material:

**STEP 1.** Complete the Job Order form. In particular, note the unique job number located in the top right-hand corner of the form.

**STEP 2.** For each box in the job, randomly select six individual pages. There is no exact methodology to this selection process but it will be best to make the selections randomly from the front to the back of the box. Note the **EXACT** location from which the page was selected. Make a photocopy of the selected page and handwrite the unique index value of that page on the photocopy OR scan the selected page and make a digital notation of the unique index value on the digital image. If the selected page happens to be a poor quality original, do not modify the copier or scanner settings in order to improve the legibility of the page. Return the original document to the **EXACT** location from which it was taken. Note: It may be best to perform this function one page at a time. This will reduce the chance of an error.

**STEP 3.** Staple the photocopies together by the box from which they were selected and handwrite the box number on the first page. By way of example, if there are 20 boxes in the job, there should be 20 stapled groups identified by the box number. If using scanned documents, create a computer folder and name it by the box number, then put the digital images in the folder. If there are 20 boxes in the job, there should be 20 digital folders.

**STEP 4.** Insert the photocopies into an envelope and mark the envelope with the job number. If using scanned documents, create a computer folder and name it by the job number, then put the folders named by box number into the new folder.

At the completion of Step 4 the job is ready to be sent for scanning. The job will be scanned and indexed by the vendor and the completed work will be delivered to the appropriate people for loading into the imaging system.

When you have been notified that the images associated with the specific job are loaded, or the job has been delivered to your department, the QA examination can be completed. The basis for the examination is two-fold. (1) Can the image be located using the correct index value and (2) once located, is the digital image equivalent to the photocopy or QA digital image.

**STEP 5.** Upon notification that the job is loaded, locate the proper envelope containing the photocopies or locate the computer folder with the QA digital images for the job. Step through the photocopies or QA digital images one at a time and using the index value as the search

criteria, request the file. Once the file is available on the computer screen, step through the images and locate the digital image equivalent of the photocopy or QA digital image.

### **PASS Criteria**

The digital image for each selected page must be able to be located using the correct index value. Once the image has been located; it must have the same general appearance as the photocopy or QA digital image. If these two conditions are met, the QA for that page is complete. Continue to request and examine each selected sample image.

### **FAIL Criteria:**

If the digital image cannot be located within its correct index value **OR** if the digital image is significantly poorer in visual appearance when compared to the photocopy or QA digital image, notify the designated person within the department immediately.

### **What happens in the case of a failure?**

The failure should be reported to DTMB Records Management Services via email at [dtmb-imagingservices@michigan.gov](mailto:dtmb-imagingservices@michigan.gov) and to Terry Buchanan at GSI via email at [terryb@gsiin.com](mailto:terryb@gsiin.com) as soon as it is reasonably convenient to do so. The Job Order Number and exact nature of the failure in as much detail as possible should be provided.

If GSI performed all work according to the specifications in this Statement of Work, no further action is required by the vendor. The vendor will examine the original documents and the delivery data and/or images to verify that specifications have been met, then report the results to the AGENCY and DTMB Records Management Services, which will verify the results.

If GSI did not perform all work according to the specifications in this Statement of Work, the vendor will re-process and re-deliver the product to meet all specifications, at no further cost to the AGENCY.

## **Attachment "E"**

### **Quality Control Levels of Inspection**

#### **Inspection**

GSI will perform the following inspection procedures:

Open and view the first, middle and last image of each batch or box of material. In addition to viewing the first, middle and last page, no less than 10% of all of the images, randomly selected, will be opened and viewed to ensure that the capture of the image is compliant with the initial test results. Inspect images for clarity, reproducibility, proper sequence when sequence is appropriate, correct image orientation, and proper and accurate indexing.

If failure is due to improper prepping, scanning or indexing by GSI the project will be redone at GSI's expense.

If images are determined to be non-compliant with the established test results the work will be redone at GSI's expense.

Defects detected with this inspection process

- Improper image contrast
- Incorrect scanner settings
- Incorrect resolution
- Incorrect or inaccurate indexing
- Image file format
- Incorrect naming convention
- Textual loss
- Image skewing
- Information distortion caused by folds or creases in the documents
- Image polarity
- Image orientation
- Image overlap caused by multiple document feed
- Failure to maintain correct document sequencing



## **ATTACHMENT "F"**

For billing purposes, the AGENCY will provide the following information the State of Michigan, Department of Technology, Management and Budget, Records Management Services. This information will be used to issue invoices for the work performed.

Name of Local Government: Ypsilanti Township

Department: Planning Department

Billing Address: Michael Radzik, 7200 S Huron River Dr, Ypsilanti, MI 48197

Contact Name, telephone, email for billing purposes: Javonna Neel, Accounting Director, jneel@ytown.org, 734-544-3601

Purchase order number (if necessary):

Please provide any other information that may be necessary in order to facilitate the billing process.

**Authorizing Document**  
for  
**Conversion Services**  
Paper to Digital Images  
**Prepared For:**  
**Ypsilanti Township**  
**OCS Planning Parcel Files**  
**January 24, 2021**  
MI-563  
Version 1.0

Conversion services can begin following the signing of this document by all involved parties in compliance with the procedures outlined in this Authorizing Document in accordance with State of Michigan Contract 171 180000000749.

Name/Title/Role	Signature/Date
Terry Buchanan Graphic Sciences, Inc. 1551 E Lincoln Ave Madison Heights MI 48071 <a href="mailto:terryb@gsiinc.com">terryb@gsiinc.com</a>	<div style="border: 2px solid red; padding: 10px; text-align: center;"> <p style="color: red; font-weight: bold;">This document is a draft. Do not sign it at this time.</p> <p style="color: red; font-weight: bold;">When it is ready to be signed the State of Michigan's eSignature tool will be used to collect signatures electronically.</p> </div>
Jessica Weston DTMB Records Management Services Records Analyst Contract Program Manager <a href="mailto:westonj2@michigan.gov">westonj2@michigan.gov</a>	
Brenda Stumbo Ypsilanti Township Supervisor Financial Approval <a href="mailto:bstumbo@ytown.org">bstumbo@ytown.org</a>	
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## AUTHORIZING DOCUMENT

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This Authorizing Document is not to be interpreted as a commitment to perform any set or fixed amount of work. The objective of this work effort is to convert parcel files containing documents and drawings from paper to digital images.

#### C. Record Series: General Schedule #10 - Township Planning/Zoning Departments and General Schedule #10 - Township Building Departments

- Building Plans, Commercial: Retain permanently
- Planning/Zoning records - re-zoning applications (retain 10 years), permits, site plans (retain permanently).
- AGENCY does not have any approved specific schedules, so the default retention period for any unscheduled records is permanent.

#### D. Contact Information

1. The AGENCY elected Michael Radzik at 734-544-3730, [mradzik@ytown.org](mailto:mradzik@ytown.org) as Project Manager and point of contact for this project. The financial contact for this work effort is Javonna Neel at 734-544-3601, [jneel@ytown.org](mailto:jneel@ytown.org). The on-site contact is Kristi Troy at 734-544-3731, [ktroy@ytown.org](mailto:ktroy@ytown.org).
2. GSI has elected Cedric Harper at 1-800-397-6620 as Project Manager and point of contact.
3. DTMB Records Management Services is the program manager for this contract and can be reached at 517-335-9132.

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2. The AGENCY shall be responsible for maintaining any documents used in the test sample as well as any documentation (including test images) created in the testing process as evidence of this conversion unless prohibited by law or its

Records Retention and Disposal Schedule. The final approved test for this project is job order number S-92964 dated 11-20-2021.

### **III. Document Preparation**

#### **A. Non Scanner Ready Documents**

1. GSI will perform any required document preparation functions necessary to make the documents ready for scanning and indexing. This includes but may not be limited to; removal of staples and paper clips, copying or repair of torn documents, taping small documents to 8 ½ x 11, verify and sort to proper file order as instructed, insertion of barcode sheets and/or creation of target sheets as instructed.
2. Documents containing Post-it notes or other attachments covering parts of a page shall be copied as is. The Post-it note or attachment shall then be removed and discarded. The copy containing the Post-it note information shall be placed in front of the original for imaging.

### **IV. Document Scanning**

- A. All documents will be scanned on a Canon X-10C Document scanner or ColorTrax large format scanner.
- B. GSI will scan all surfaces of the documents that contain any information. Blank pages will be electronically removed as specified in the production test results (see attachment A).
- C. All documents will be scanned in black & white at a resolution of 300 DPI.
- D. Images will be single page images stored in a TIFF group 4 image file format. The images will be converted to multi-page PDF or searchable PDF prior to delivery.
- E. GSI will select a single scanner setting that optimizes the appearance of the digital images. All documents will be captured using that optimum scanner setting.

### **V. Document Re-assembly**

- A. Not necessary.

### **VI. Product Finishing**

- A. Indexing
  1. See Attachment B
- B. Product Media
  1. Final image product will be delivered on USB Media.

C. Labeling

1. GSI will create a label with job order number on the USB media.

VII. **Quality Control**

- A. Following the document scanning process, GSI will randomly examine 10% of the images from each batch to ensure the legibility and reproducibility of images are in compliance with the approved test sample. Any poor quality images detected will be re-scanned and replaced. If 2% of the QC test contains poor images, the entire batch will be re-analyzed and re-scanned.
- B. GSI shall follow all quality control measures agreed upon by the Department of Technology, Management and Budget as well as any applicable AIIM/ANSI standards.

VIII. **Product Delivery**

- A. GSI will deliver all final products to Michael Radzik, 7200 S Huron River Dr, Ypsilanti.
- B. Based on samples analyzed, GSI estimates the entire project will take four to six weeks to complete.

IX. **Product Acceptance**

- A. Upon receipt of the images, the AGENCY will have 30 days to review and inspect the delivered images to determine any quality issues.
- B. The delivered product will be deemed acceptable, unless the AGENCY otherwise notifies GSI within the time period specified above.
- C. GSI will correct problems identified as the vendor's responsibility within a schedule agreeable to both parties.
- D. If quality issues are found, the holding period specified above will restart after the issues are resolved and the work is delivered back to the AGENCY.
- E. After the time period specified above and unless otherwise instructed, all scanned documents will be delivered to the State of Michigan Records Center to be destroyed.

X. **Pricing Schedule**

- A. Project costs will be invoiced monthly to the Department of Technology, Management and Budget. DTMB Records Management Services will withdraw the calculated cost in accordance with the current published rate via interagency transfer through SIGMA using the billing codes provided by the AGENCY in this Authorizing Document.
- B. All invoicing will be generated utilizing the State of Michigan pricing schedule contract.

- C. Invoices will reflect the number of units billed in accordance with the requirements of the Department of Technology, Management and Budget pricing structure. The actual number of units will also be noted on the invoice.
- D. The AGENCY will incur the cost of scanning bar codes used for identification or indexing purposes. These bar codes will be removed from the image collection prior to the actual delivery. The AGENCY will not be charged for scanning images that have been removed from the collection which were identified as having less than the threshold specified in the test results section of this Authorizing Document.

**XI. Acceptance of Authorizing Document**

- A. With the signing of this document which represents that the AGENCY accepts GSI's procedures and pricing, GSI will begin the conversion services that have been outlined within this Authorizing Document.

**XII. Other Terms and Conditions**

- A. None

**XIII. Amendments**

- A. Either party can initiate a review of this Authorizing Document and can request revisions to it. The AGENCY, the DTMB RMS Program Manager and GSI must agree to any changes in writing. Any revision made to the Authorizing Document will be tracked. If an amendment is found necessary, production will continue unless there is a critical change needed. In this instance, all necessary steps will be taken by all parties to ensure there is minimal interruption in workflow.

## **Attachment "A"** **Production Test results**

A complete test of the production test was executed with representative documents provided by the AGENCY.

**Preparation:** The following tasks were performed during the preparation process:

- Fasteners Removed
- Documents repaired
- Documents unfolded and bent corners corrected
- No photocopying was necessary
- Index values identified.
- Estimate the time involved in the prep process

**Document scanning:** The following settings were used to create the delivered test.

- Resolution: 300 DPI
- Duplex: ON
- Dithering: OFF
- Skew Detect: ON
- Border Elimination: ON
- Bar Code Detect: ON
- Page Size: Auto ON
- Contrast Setting: Automatic
- Brightness Setting: Automatic
- Scan Threshold Setting: Normal S-5

These settings produced the best possible image across the sample of test documents provided. No individual page to page settings were needed or used.

**Image Indexing:** Each "document" was indexed using the criteria in the Authorizing Document. PID Number and Parcel Name.

**Image Delivery:** For purposes of delivering a viewable sample, images and index data were delivered on a CD/DVD that contained its own image viewer, the index data base and the actual images. A 100% review of the images and the index data was executed prior to the delivery of the test images.

**Average Image Size:** Any volume estimates provided are based on the sample documents provided. The average image size in this test collection was: 100KB



## Attachment "B" Indexing Requirements

### B.1 Indexing Process

GSI will manually enter all index fields from data on the parcel files. The field will be combined to create the file name for each digital image.

### B.2 Resulting Application Index Values

Field Name	Data Type	Pattern	Example
New PID#	Text	A-NN-NN-NN- NNN	K-11-21-200-043
New address or Sub Name	Text	NNNN AAAAAAAA	1861 WHITTAKER

Example:

K-11-21-200-043\_1861\_WHITTAKER.PDF

## Attachment "C" Pricing

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET - RECORDS MANAGEMENT SERVICES				
PRICE LIST OF IMAGING/MICROFILM SERVICES EFFECTIVE JUNE 2018				
DESCRIPTION	DOCUMENT SIZE	PRICE PER UNIT	# OF UNITS	CHARGE
<b>200 DPI PAPER SCANNING - BLACK AND WHITE IMAGE</b>				
PAPER DOCUMENTS	UP TO 5.5 X 8.5	0.0514 PER IMAGE		0.00
PAPER DOCUMENTS	UP TO 8.5 X 14	0.0706 PER IMAGE	65,000	4589.00
ENGINEERING DRAWINGS	ANY	1.1040 PER IMAGE	2,500	2760.00
E-LOGS	ANY	0.1035 PER LINEAR FT.		0.00
PAPER DOCUMENTS	UP TO 11X14	0.0856 PER IMAGE		0.00
DIGITAL SCANNING COLOR	UP TO 8.5 X 14	0.0856 PER IMAGE		0.00
DIGITAL SCANNING COLOR	UP TO 5.5X8.5	0.0805 PER IMAGE		0.00
<b>200 DPI SCANNING - FLATBED</b>				
B&W, GREY SCALE OR COLOR IMAGE	UP TO 11 X 14	0.4186 PER IMAGE		0.00
<b>200 DPI MICROFILM SCANNING - BLACK AND WHITE IMAGE</b>				
16MM ROLL		0.0595 PER IMAGE		0.00
35MM ROLL		0.0909 PER IMAGE		0.00
35MM APERTURE CARDS		1.0235 PER IMAGE		0.00
16MM 5-CHANNEL JACKET or non uniform fiche		0.1840 PER IMAGE		0.00
105MM MICROFICHE highspeed scan - uniform layout		0.0587 PER IMAGE		0.00
<b>DELIVERY MEDIA</b>				
CD-R		16.1000 PER CD		0.00
DVD		16.1000 PER DVD		0.00
<b>MICROFILM FROM DIGITAL IMAGE (TIFF)</b>				
SILVER 16MM ROLL		0.0460 PER IMAGE		0.00
<b>SOURCE DOCUMENT FILMING</b>				
ROTARY CAMERA	ALL	0.0460 PER IMAGE		0.00
16MM PLANETARY	ALL	0.1150 PER IMAGE		0.00
35MM PLANETARY (ENGINEERING)	ALL	0.6900 PER IMAGE		0.00
105 STEP & REPEAT FICHE	ALL	0.1610 PER IMAGE		0.00
<b>DUPLICATION</b>				
	<b>FILM THICKNESS</b>	<b>TYPE</b>	<b>PRICE PER UNIT</b>	<b># OF UNITS</b>
100 FT 16MM ROLL FILM	5 MIL.	DIAZO	9.9245 PER ROLL	0.00
215 FT 16MM ROLL FILM	2.5 MIL.	DIAZO	12.5465 PER ROLL	0.00
100 FT 35MM ROLL FILM	5 MIL.	DIAZO	14.6280 PER ROLL	0.00
100 FT 16MM ROLL FILM	5 MIL.	SILVER	19.1475 PER ROLL	0.00
215 FT 16MM ROLL FILM	2.5 MIL.	SILVER	35.0750 PER ROLL	0.00
100 FT 35MM ROLL FILM	5 MIL.	SILVER	39.4450 PER ROLL	0.00
105MM CUT FICHE OR JACKETS	5 MIL.	DIAZO	0.4485 PER FICHE	0.00
<b>FILM PROCESSING (EXCLUDES CAMERA WORK)</b>				
		<b>TYPE</b>	<b>PRICE PER UNIT</b>	<b># OF UNITS</b>
100 FT 16MM	5 MIL.	SILVER	8.9700 PER ROLL	0.00
215 FT 16MM	2.5 MIL.	SILVER	13.0180 PER ROLL	0.00
<b>LOADING - CARTRIDGES - APERTURE CARDS - JACKETS</b>				
			<b>PRICE PER UNIT</b>	<b># OF UNITS</b>
CARTRIDGE LOADED & LABELED			4.8875 PER CARTRIDGE	0.00
TYPE "A" ANSI CLIP LOADED & LABELED			2.4150 PER CLIP	0.00
16 MM 5 CHANNEL JACKET			1.0350 PER JACKET	0.00
35MM APERTURE CARD			0.2875 PER CARD	0.00
<b>MISCELLANEOUS SERVICES</b>				
		<b>TYPE</b>	<b>PRICE PER UNIT</b>	<b># OF UNITS</b>
DOCUMENT PREPARATION			22.6895 PER HOUR	125
DECISION BASED DOCUMENT PREPARATION			40.6295 PER HOUR	0.00
DATA ENTRY FOR INDEXING (heads down)			0.0127 PER CHARACTER	42,000
DATA ENTRY FOR INDEXING (by the hour)			44.1715 PER HOUR	0.00
ADDITIONAL QC / SPECIALIZED IMAGE FINISHING			34.7760 PER HOUR	0.00
DECISION BASED ADDITIONAL QC / SPECIALIZED IMAGE FINISHING			38.0650 PER HOUR	0.00
COMPUTER RUN TIME			15.8125 PER HOUR	0.00
FULL TEXT OPTICAL CHARACTER RECOGNITION			15.8125 PER HOUR	0.00
CUSTOM PROGRAMMING			173.6500 PER HOUR	0.00
BOX STORAGE			0.3680 PER CU FT/MONTH	0.00
COMMERCIAL SHIPPING (UPS, FEDEX, AIRBORN, ETC.)			0.0000 @ CURRENT RATE	0.00
PAPER PRINTS FROM 35MM ROLL OR APERTURE CARD			0.7820 PER PRINT	0.00
PAPER PRINTS FROM JACKETS, FICHE, 16MM ROLL			0.2645 PER PRINT	0.00
MICROFICHE ENVELOPES			0.0575 EACH	0.00
MISCELLANEOUS			0.0000 EACH	0.00
			<b>Total:</b>	<b>10718.59</b>
DISCOUNT FOR PROJECTS OVER \$50,000				n/a
DISCOUNT FOR PROJECTS OVER \$100,000				n/a
DISCOUNT FOR PROJECTS OVER \$200,000				n/a
<b>PRICE QUOTE FOR:</b>				
			<b>ANTICIPATED AVERAGE COST PER PAGE:</b>	<b>0.16</b>
(DOES NOT INCLUDE MICROFILM FROM DIGITAL)				
DEPT: _____	DIV: _____	DATE: _____		
ITEM #: _____	RECORD SERIES: _____	TITLE: _____		
COMMENTS:				

**Attachment “D”**  
**Recommended Practice: Quality Assurance Procedures**

Quality assurance is the systematic process of checking delivered goods or services to see if they are meeting the specified requirements. The procedures described here apply to the scanning of paper records to convert them to digital images by the state’s contracted imaging vendor.

The statistics are derived from the standard known as ANSI/ASQC Z 1.4, formerly known as Mil STD 105. When properly used these standards provide the end user a 99.95% certainty that the work delivered is equivalent to the QA examination. It is important to note that this procedure is not equivalent to quality control but is rather an examination of the completed and delivered results. Quality control is performed by the vendor prior to delivery of images.

Prior to the pickup of the material:

**STEP 1.** Complete the Job Order form. In particular, note the unique job number located in the top right-hand corner of the form.

**STEP 2.** For each box in the job, randomly select six individual pages. There is no exact methodology to this selection process but it will be best to make the selections randomly from the front to the back of the box. Note the **EXACT** location from which the page was selected. Make a photocopy of the selected page and handwrite the unique index value of that page on the photocopy OR scan the selected page and make a digital notation of the unique index value on the digital image. If the selected page happens to be a poor quality original, do not modify the copier or scanner settings in order to improve the legibility of the page. Return the original document to the **EXACT** location from which it was taken. Note: It may be best to perform this function one page at a time. This will reduce the chance of an error.

**STEP 3.** Staple the photocopies together by the box from which they were selected and handwrite the box number on the first page. By way of example, if there are 20 boxes in the job, there should be 20 stapled groups identified by the box number. If using scanned documents, create a computer folder and name it by the box number, then put the digital images in the folder. If there are 20 boxes in the job, there should be 20 digital folders.

**STEP 4.** Insert the photocopies into an envelope and mark the envelope with the job number. If using scanned documents, create a computer folder and name it by the job number, then put the folders named by box number into the new folder.

At the completion of Step 4 the job is ready to be sent for scanning. The job will be scanned and indexed by the vendor and the completed work will be delivered to the appropriate people for loading into the imaging system.

When you have been notified that the images associated with the specific job are loaded, or the job has been delivered to your department, the QA examination can be completed. The basis for the examination is two-fold. (1) Can the image be located using the correct index value and (2) once located, is the digital image equivalent to the photocopy or QA digital image.

**STEP 5.** Upon notification that the job is loaded, locate the proper envelope containing the photocopies or locate the computer folder with the QA digital images for the job. Step through the photocopies or QA digital images one at a time and using the index value as the search

criteria, request the file. Once the file is available on the computer screen, step through the images and locate the digital image equivalent of the photocopy or QA digital image.

### **PASS Criteria**

The digital image for each selected page must be able to be located using the correct index value. Once the image has been located; it must have the same general appearance as the photocopy or QA digital image. If these two conditions are met, the QA for that page is complete. Continue to request and examine each selected sample image.

### **FAIL Criteria:**

If the digital image cannot be located within its correct index value **OR** if the digital image is significantly poorer in visual appearance when compared to the photocopy or QA digital image, notify the designated person within the department immediately.

### **What happens in the case of a failure?**

The failure should be reported to DTMB Records Management Services via email at [dtmb-imagingservices@michigan.gov](mailto:dtmb-imagingservices@michigan.gov) and to Terry Buchanan at GSI via email at [terryb@gsiin.com](mailto:terryb@gsiin.com) as soon as it is reasonably convenient to do so. The Job Order Number and exact nature of the failure in as much detail as possible should be provided.

If GSI performed all work according to the specifications in this Statement of Work, no further action is required by the vendor. The vendor will examine the original documents and the delivery data and/or images to verify that specifications have been met, then report the results to the AGENCY and DTMB Records Management Services, which will verify the results.

If GSI did not perform all work according to the specifications in this Statement of Work, the vendor will re-process and re-deliver the product to meet all specifications, at no further cost to the AGENCY.

## **Attachment "E"**

### **Quality Control Levels of Inspection**

#### **Inspection**

GSI will perform the following inspection procedures:

Open and view the first, middle and last image of each batch or box of material. In addition to viewing the first, middle and last page, no less than 10% of all of the images, randomly selected, will be opened and viewed to ensure that the capture of the image is compliant with the initial test results. Inspect images for clarity, reproducibility, proper sequence when sequence is appropriate, correct image orientation, and proper and accurate indexing.

If failure is due to improper prepping, scanning or indexing by GSI the project will be redone at GSI's expense.

If images are determined to be non-compliant with the established test results the work will be redone at GSI's expense.

Defects detected with this inspection process

- Improper image contrast
- Incorrect scanner settings
- Incorrect resolution
- Incorrect or inaccurate indexing
- Image file format
- Incorrect naming convention
- Textual loss
- Image skewing
- Information distortion caused by folds or creases in the documents
- Image polarity
- Image orientation
- Image overlap caused by multiple document feed
- Failure to maintain correct document sequencing

## **ATTACHMENT "F"**

For billing purposes, the AGENCY will provide the following information the State of Michigan, Department of Technology, Management and Budget, Records Management Services. This information will be used to issue invoices for the work performed.

Name of Local Government: Ypsilanti Township

Department: Office of Community Standards OCS Planning Department

Billing Address: Michael Radzik, 7200 S Huron River Dr, Ypsilanti, MI 48197

Contact Name, telephone, email for billing purposes: Javonna Neel, Accounting Director, jneel@ytown.org, 734-544-3601

Purchase order number (if necessary):

Please provide any other information that may be necessary in order to facilitate the billing process.

**Authorizing Document**  
for  
**Conversion Services**  
Paper to Digital Images  
**Prepared For:**  
**Ypsilanti Township**  
**Building Department Drawings**  
**January 24, 2021**  
MI-564  
Version 1.0

Conversion services can begin following the signing of this document by all involved parties in compliance with the procedures outlined in this Authorizing Document in accordance with State of Michigan Contract 171 180000000749.

Name/Title/Role	Signature/Date
Terry Buchanan Graphic Sciences, Inc. 1551 E Lincoln Ave Madison Heights MI 48071 <a href="mailto:terryb@gsiinc.com">terryb@gsiinc.com</a>	<div style="border: 2px solid red; padding: 10px; text-align: center;"> <p style="color: red; font-weight: bold;">This document is a draft. Do not sign it at this time.</p> <p style="color: red; font-weight: bold;">When it is ready to be signed the State of Michigan's eSignature tool will be used to collect signatures electronically.</p> </div>
Jessica Weston DTMB Records Management Services Records Analyst Contract Program Manager <a href="mailto:westonj2@michigan.gov">westonj2@michigan.gov</a>	
Brenda Stumbo Ypsilanti Township Supervisor Financial Approval <a href="mailto:bstumbo@ytown.org">bstumbo@ytown.org</a>	
Heather Jarrell Roe Ypsilanti Township Clerk Business Owner <a href="mailto:hjarrellroe@ytown.org">hjarrellroe@ytown.org</a>	

## AUTHORIZING DOCUMENT

### I. General

#### A. Purpose

The purpose of this Authorizing Document is to establish the parameters of the work to be performed and the responsibilities of the parties involved in this conversion. The parties involved in this conversion are Ypsilanti Township Building Department (AGENCY) and Graphic Sciences, Inc. (GSI) as the services provider. Should the AGENCY elect to proceed with this work, this Authorizing Document will be used to direct the efforts of the AGENCY and of the service provider (GSI). Commitment to service is established by the submission of a Source Document Job Order form with the documents to be scanned.

#### B. Scope/objective

This Authorizing Document is not to be interpreted as a commitment to perform any set or fixed amount of work. The objective of this work effort is to convert building department drawings from paper to digital images.

#### C. Record Series: General Schedule #10 - Township Building Departments

- Building Plans, Commercial: Retain permanently
- Building Plans, Non-commercial: Retain for the life of the structure, plus 7 years, then destroy

#### D. Contact Information

1. The AGENCY has elected Michael Radzik at 734-544-3730, [mradzik@ytown.org](mailto:mradzik@ytown.org) as Project Manager and point of contact for this project. The financial contact for this work effort is Javonna Neel at 734-544-3601, [jneel@ytown.org](mailto:jneel@ytown.org). The on-site contact is Kristi Troy at 734-544-3731, [ktroy@ytown.org](mailto:ktroy@ytown.org).
2. GSI has elected Cedric Harper at 1-800-397-6620 as Project Manager and point of contact.
3. DTMB Records Management Services is the program manager for this contract and can be reached at 517-335-9132.

#### E. Pickup Schedule

1. Following AGENCY approval and acceptance of this agreement, production conversion will begin when the AGENCY contacts GSI for pickup of material.
2. Unless otherwise specified in Section XII, the AGENCY will pack any material that requires scanning into shipping boxes and will contact GSI when ready for pickup.
3. GSI will pick up documents from 7200 S Huron River Dr, Ypsilanti, on an as-requested basis.



4. Each pickup will be assigned a production work order number. A copy of the work order will be left with the agency at the time of material pickup. The AGENCY is responsible for completing the top portion of each job order form. The information that must be completed by the AGENCY is as follows: Department, Division, Authorizing Document Number, Address, Contact Name, Contact Phone Number, and all appropriate accounting codes. GSI will not pick up jobs with incomplete job order forms.

II. **Scan Test Sample** (to be completed prior to the completion of this document)

The purpose of the scan test is to establish the scanner settings necessary to obtain the optimum image in a collection of documents. The scan test was completed and supplied to the AGENCY.

A. Selection of Test Documents

1. The AGENCY shall be responsible for selecting a diverse sampling of documents from the collection of records to be scanned.
2. The selection of documents shall be no more than 1000 documents or 1% of the entire collection (whichever is less), unless it is determined and agreed upon by both parties that a larger sample is necessary.
3. GSI shall assist the AGENCY in the selection of sample documents if requested.

B. Performance of Test

1. GSI shall perform and deliver free of charge as many test samples as reasonably necessary to obtain the optimum scan settings. Unnecessary scan tests requested by the agency may be subject to charge as determined by the DTMB RMS Program Manager.
2. GSI shall re-test the collection if new or different scanners are used in mid-production. The re-test shall be compared to the original test. If the quality of the re-test cannot meet or exceed the quality of the original test, GSI shall stop all production and notify the AGENCY and DTMB RMS Program Manager for further instruction.

C. Review and Documentation of Test

1. The AGENCY shall review and approve a test scan prior to the production scanning of any documents. The approval of a test scan is documented by the signing of this Authorizing Document.
2. The AGENCY shall be responsible for maintaining any documents used in the test sample as well as any documentation (including test images) created in the testing process as evidence of this conversion unless prohibited by law or its Records Retention and Disposal Schedule. The final approved test for this project is job order number S-92964 dated 11-20-2021.

### **III. Document Preparation**

#### **A. Non Scanner Ready Documents**

1. GSI will perform any required document preparation functions necessary to make the documents ready for scanning and indexing. This includes but may not be limited to; removal of staples and paper clips, copying or repair of torn documents, taping small documents to 8 ½ x 11, verify and sort to proper file order as instructed, insertion of barcode sheets and/or creation of target sheets as instructed.
2. Documents containing Post-it notes or other attachments covering parts of a page shall be copied as is. The Post-it note or attachment shall then be removed and discarded. The copy containing the Post-it note information shall be placed in front of the original for imaging.

### **IV. Document Scanning**

- A. All documents will be scanned on a Colortrax Large Format Scanner.
- B. GSI will scan all surfaces of the documents that contain any information. Blank pages will be electronically removed as specified in the production test results (see attachment A).
- C. All documents will be scanned in gray scale at a resolution of 300 DPI.
- D. Images will be single page images stored in a JPG image file format. The images will be converted to multi-page PDF or searchable prior to delivery.
- E. GSI will select a single scanner setting that optimizes the appearance of the digital images. All documents will be captured using that optimum scanner setting.

### **V. Document Re-assembly**

- A. Not necessary.

### **VI. Product Finishing**

- A. Indexing
  1. See Attachment B.
- B. Product Media
  1. Final image product will be delivered on USB Media.
- C. Labeling
  1. GSI will create a label with job order number on the USB media.

**VII. Quality Control**

- A. Following the document scanning process, GSI will randomly examine 10% of the images from each batch to ensure the legibility and reproducibility of images are in compliance with the approved test sample. Any poor quality images detected will be re-scanned and replaced. If 2% of the QC test contains poor images, the entire batch will be re-analyzed and re-scanned.
- B. GSI shall follow all quality control measures agreed upon by the Department of Technology, Management and Budget as well as any applicable AIIM/ANSI standards.

**VIII. Product Delivery**

- A. GSI will deliver all final products to Michael Radzik, 7200 S Huron River Dr, Ypsilanti.
- B. Based on samples analyzed, GSI estimates the entire project or backfile for the project to take approximately 10 weeks to complete.

**IX. Product Acceptance**

- A. Upon receipt of the images, the AGENCY will have 30 days to review and inspect the delivered images to determine any quality issues.
- B. The delivered product will be deemed acceptable, unless the AGENCY otherwise notifies GSI within the time period specified above.
- C. GSI will correct problems identified as the vendor's responsibility within a schedule agreeable to both parties.
- D. If quality issues are found, the holding period specified above will restart after the issues are resolved and the work is delivered back to the AGENCY.
- E. After the time period specified above and unless otherwise instructed, all scanned documents will be delivered to the State of Michigan Records Center to be destroyed.

**X. Pricing Schedule**

- A. Project costs will be invoiced monthly to the Department of Technology, Management and Budget. DTMB Records Management Services will withdraw the calculated cost in accordance with the current published rate via interagency transfer through SIGMA using the billing codes provided by the AGENCY in this Authorizing Document.
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- D. The AGENCY will incur the cost of scanning bar codes used for identification or indexing purposes. These bar codes will be removed from the image collection prior to the actual delivery. The AGENCY will not be charged for scanning images that have been removed from the collection which were identified as having less than the threshold specified in the test results section of this Authorizing Document.

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- A. With the signing of this document which represents that the AGENCY accepts GSI's procedures and pricing, GSI will begin the conversion services that have been outlined within this Authorizing Document.

**XII. Other Terms and Conditions**

- A. None

**XIII. Amendments**

- A. Either party can initiate a review of this Authorizing Document and can request revisions to it. The AGENCY, the DTMB RMS Program Manager and GSI must agree to any changes in writing. Any revision made to the Authorizing Document will be tracked. If an amendment is found necessary, production will continue unless there is a critical change needed. In this instance, all necessary steps will be taken by all parties to ensure there is minimal interruption in workflow.

## **Attachment "A"** **Production Test results**

A complete test of the production test was executed with representative documents provided by the AGENCY.

**Preparation:** The following tasks were performed during the preparation process:

- Fasteners Removed
- Documents repaired
- Documents unfolded and bent corners corrected
- No photocopying was necessary
- Index values identified.
- Estimate the time involved in the prep process

**Document scanning:** The following settings were used to create the delivered test.

- Resolution: 300 DPI
- Duplex: ON
- Dithering: OFF
- Skew Detect: ON
- Border Elimination: ON
- Bar Code Detect: ON
- Page Size: Auto ON
- Contrast Setting: Automatic
- Brightness Setting: Automatic
- Scan Threshold Setting: Normal S-5

These settings produced the best possible image across the sample of test documents provided. No individual page to page settings were needed or used.

**Image Indexing:** Each "document" was indexed using the criteria in the Authorizing Document. Specifically, Drawing Files.

**Image Delivery:** For purposes of delivering a viewable sample, images and index data were delivered on a USB media, The index data base and the actual images. A 100% review of the images and the index data was executed prior to the delivery of the test images.

**Average Image Size:** Any volume estimates provided are based on the sample documents provided. The average image size in this test collection was: 500KB.

## Attachment "B" Indexing Requirements

### B.1 Indexing Process

The AGENCY used smart barcodes to label folders by address. GSI will scan these barcodes to obtain the address, then name the resulting digital image by the address.

Format of Data File Provided by Agency: Field 1 is the Folder Tab Information.

### B.2 Resulting Application Index Values

Field Name	Data Type	Pattern	Example
Folder Tab Information	Text	AAAAAAAAAA	7200 SOUTH HURON RIVER

Example:

7200 SOUTH HURON RIVER.PDF

## Attachment "C" Pricing

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET - RECORDS MANAGEMENT SERVICES					
PRICE LIST OF IMAGING/MICROFILM SERVICES EFFECTIVE JUNE 2018					
DESCRIPTION	DOCUMENT SIZE	PRICE PER UNIT	# OF UNITS	CHARGE	
<b>200 DPI PAPER SCANNING - BLACK AND WHITE IMAGE</b>					
PAPER DOCUMENTS	UP TO 5.5 X 8.5	0.0514 PER IMAGE			0.00
PAPER DOCUMENTS	UP TO 8.5 X 14	0.0706 PER IMAGE	50,000		3530.00
ENGINEERING DRAWINGS	ANY	1.1040 PER IMAGE	8,500		9384.00
E-LOGS	ANY	0.1035 PER LINEAR FT.			0.00
PAPER DOCUMENTS	UP TO 11X14	0.0856 PER IMAGE			0.00
DIGITAL SCANNING COLOR	UP TO 8.5 X 14	0.0856 PER IMAGE			0.00
DIGITAL SCANNING COLOR	UP TO 5.5X8.5	0.0805 PER IMAGE			0.00
<b>200 DPI SCANNING - FLATBED</b>					
B&W, GREY SCALE OR COLOR IMAGE	UP TO 11 X 14	0.4186 PER IMAGE			0.00
<b>200 DPI MICROFILM SCANNING - BLACK AND WHITE IMAGE</b>					
16MM ROLL		0.0598 PER IMAGE			0.00
35MM ROLL		0.0909 PER IMAGE			0.00
35MM APERTURE CARDS		1.0235 PER IMAGE			0.00
16MM 5-CHANNEL JACKET or non uniform fiche		0.1840 PER IMAGE			0.00
105MM MICROFICHE highspeed scan - uniform layout		0.0587 PER IMAGE			0.00
<b>DELIVERY MEDIA</b>					
CD-R		16.1000 PER CD			0.00
DVD		16.1000 PER DVD			0.00
<b>MICROFILM FROM DIGITAL IMAGE (TIFF)</b>					
SILVER 16MM ROLL		0.0460 PER IMAGE			0.00
<b>SOURCE DOCUMENT FILMING</b>					
ROTARY CAMERA	ALL	0.0460 PER IMAGE			0.00
16MM PLANETARY	ALL	0.1150 PER IMAGE			0.00
35MM PLANETARY (ENGINEERING)	ALL	0.6900 PER IMAGE			0.00
105 STEP & REPEAT FICHE	ALL	0.1610 PER IMAGE			0.00
<b>DUPLICATION</b>					
	<b>FILM THICKNESS</b>	<b>TYPE</b>	<b>PRICE PER UNIT</b>	<b># OF UNITS</b>	<b>CHARGE</b>
100 FT 16MM ROLL FILM	5 MIL.	DIAZO	9.9245 PER ROLL		0.00
215 FT 16MM ROLL FILM	2.5 MIL.	DIAZO	12.5465 PER ROLL		0.00
100 FT 35MM ROLL FILM	5 MIL.	DIAZO	14.6280 PER ROLL		0.00
100 FT 16MM ROLL FILM	5 MIL.	SILVER	19.1475 PER ROLL		0.00
215 FT 16MM ROLL FILM	2.5 MIL.	SILVER	35.0750 PER ROLL		0.00
100 FT 35MM ROLL FILM	5 MIL.	SILVER	39.4450 PER ROLL		0.00
105MM CUT FICHE OR JACKETS	5 MIL.	DIAZO	0.4485 PER FICHE		0.00
<b>FILM PROCESSING (EXCLUDES CAMERA WORK)</b>					
	<b>FILM THICKNESS</b>	<b>TYPE</b>	<b>PRICE PER UNIT</b>	<b># OF UNITS</b>	<b>CHARGE</b>
100 FT 16MM	5 MIL.	SILVER	8.9700 PER ROLL		0.00
215 FT 16MM	2.5 MIL.	SILVER	13.0180 PER ROLL		0.00
<b>LOADING - CARTRIDGES - APERTURE CARDS - JACKETS</b>					
			<b>PRICE PER UNIT</b>	<b># OF UNITS</b>	<b>CHARGE</b>
CARTRIDGE LOADED & LABELED			4.8875 PER CARTRIDGE		0.00
TYPE "A" ANSI CLIP LOADED & LABELED			2.4150 PER CLIP		0.00
16 MM 5 CHANNEL JACKET			1.0350 PER JACKET		0.00
35MM APERTURE CARD			0.2875 PER CARD		0.00
<b>MISCELLANEOUS SERVICES</b>					
	<b>TYPE</b>	<b>PRICE PER UNIT</b>	<b># OF UNITS</b>	<b>CHARGE</b>	
DOCUMENT PREPARATION		22.6895 PER HOUR	260		5899.27
DECISION BASED DOCUMENT PREPARATION		40.6295 PER HOUR			0.00
DATA ENTRY FOR INDEXING (heads down)		0.0127 PER CHARACTER	38,000		482.60
DATA ENTRY FOR INDEXING (by the hour)		44.1715 PER HOUR			0.00
ADDITIONAL QC / SPECIALIZED IMAGE FINISHING		34.7760 PER HOUR			0.00
DECISION BASED ADDITIONAL QC / SPECIALIZED IMAGE FINISHING		38.0650 PER HOUR			0.00
COMPUTER RUN TIME		15.8125 PER HOUR			0.00
FULL TEXT OPTICAL CHARACTER RECOGNITION		15.8125 PER HOUR			0.00
CUSTOM PROGRAMMING		173.6500 PER HOUR			0.00
BOX STORAGE		0.3680 PER CU FT/MONTH			0.00
COMMERCIAL SHIPPING (UPS, FEDEX, AIRBORN, ETC.)		0.0000 @ CURRENT RATE			0.00
PAPER PRINTS FROM 35MM ROLL OR APERTURE CARD		0.7820 PER PRINT			0.00
PAPER PRINTS FROM JACKETS, FICHE, 16MM ROLL		0.2645 PER PRINT			0.00
MICROFICHE ENVELOPES		0.0675 EACH			0.00
MISCELLANEOUS		0.0000 EACH			0.00
<b>Total:</b>					<b>19295.87</b>
DISCOUNT FOR PROJECTS OVER \$50,000				n/a	
DISCOUNT FOR PROJECTS OVER \$100,000				n/a	
DISCOUNT FOR PROJECTS OVER \$200,000				n/a	
<b>PRICE QUOTE FOR:</b>					
			<b>ANTICIPATED AVERAGE COST PER PAGE:</b>		<b>0.33</b>
(DOES NOT INCLUDE MICROFILM FROM DIGITAL)					
DEPT:	DIV:	DATE:			
ITEM #:	RECORD SERIES TITLE:				
COMMENTS:					

**Attachment “D”**  
**Recommended Practice: Quality Assurance Procedures**

Quality assurance is the systematic process of checking delivered goods or services to see if they are meeting the specified requirements. The procedures described here apply to the scanning of paper records to convert them to digital images by the state’s contracted imaging vendor.

The statistics are derived from the standard known as ANSI/ASQC Z 1.4, formerly known as Mil STD 105. When properly used these standards provide the end user a 99.95% certainty that the work delivered is equivalent to the QA examination. It is important to note that this procedure is not equivalent to quality control but is rather an examination of the completed and delivered results. Quality control is performed by the vendor prior to delivery of images.

Prior to the pickup of the material:

**STEP 1.** Complete the Job Order form. In particular, note the unique job number located in the top right-hand corner of the form.

**STEP 2.** For each box in the job, randomly select six individual pages. There is no exact methodology to this selection process but it will be best to make the selections randomly from the front to the back of the box. Note the **EXACT** location from which the page was selected. Make a photocopy of the selected page and handwrite the unique index value of that page on the photocopy OR scan the selected page and make a digital notation of the unique index value on the digital image. If the selected page happens to be a poor quality original, do not modify the copier or scanner settings in order to improve the legibility of the page. Return the original document to the **EXACT** location from which it was taken. Note: It may be best to perform this function one page at a time. This will reduce the chance of an error.

**STEP 3.** Staple the photocopies together by the box from which they were selected and handwrite the box number on the first page. By way of example, if there are 20 boxes in the job, there should be 20 stapled groups identified by the box number. If using scanned documents, create a computer folder and name it by the box number, then put the digital images in the folder. If there are 20 boxes in the job, there should be 20 digital folders.

**STEP 4.** Insert the photocopies into an envelope and mark the envelope with the job number. If using scanned documents, create a computer folder and name it by the job number, then put the folders named by box number into the new folder.

At the completion of Step 4 the job is ready to be sent for scanning. The job will be scanned and indexed by the vendor and the completed work will be delivered to the appropriate people for loading into the imaging system.

When you have been notified that the images associated with the specific job are loaded, or the job has been delivered to your department, the QA examination can be completed. The basis for the examination is two-fold. (1) Can the image be located using the correct index value and (2) once located, is the digital image equivalent to the photocopy or QA digital image.

**STEP 5.** Upon notification that the job is loaded, locate the proper envelope containing the photocopies or locate the computer folder with the QA digital images for the job. Step through the photocopies or QA digital images one at a time and using the index value as the search



criteria, request the file. Once the file is available on the computer screen, step through the images and locate the digital image equivalent of the photocopy or QA digital image.

### **PASS Criteria**

The digital image for each selected page must be able to be located using the correct index value. Once the image has been located; it must have the same general appearance as the photocopy or QA digital image. If these two conditions are met, the QA for that page is complete. Continue to request and examine each selected sample image.

### **FAIL Criteria:**

If the digital image cannot be located within its correct index value **OR** if the digital image is significantly poorer in visual appearance when compared to the photocopy or QA digital image, notify the designated person within the department immediately.

### **What happens in the case of a failure?**

The failure should be reported to DTMB Records Management Services via email at [dtmb-imagingservices@michigan.gov](mailto:dtmb-imagingservices@michigan.gov) and to Terry Buchanan at GSI via email at [terryb@gsiin.com](mailto:terryb@gsiin.com) as soon as it is reasonably convenient to do so. The Job Order Number and exact nature of the failure in as much detail as possible should be provided.

If GSI performed all work according to the specifications in this Statement of Work, no further action is required by the vendor. The vendor will examine the original documents and the delivery data and/or images to verify that specifications have been met, then report the results to the AGENCY and DTMB Records Management Services, which will verify the results.

If GSI did not perform all work according to the specifications in this Statement of Work, the vendor will re-process and re-deliver the product to meet all specifications, at no further cost to the AGENCY.

## **Attachment "E"** **Quality Control Levels of Inspection**

### **Inspection**

GSI will perform the following inspection procedures:

Open and view the first, middle and last image of each batch or box of material. In addition to viewing the first, middle and last page, no less than 10% of all of the images, randomly selected, will be opened and viewed to ensure that the capture of the image is compliant with the initial test results. Inspect images for clarity, reproducibility, proper sequence when sequence is appropriate, correct image orientation, and proper and accurate indexing.

If failure is due to improper prepping, scanning or indexing by GSI the project will be redone at GSI's expense.

If images are determined to be non-compliant with the established test results the work will be redone at GSI's expense.

Defects detected with this inspection process

- Improper image contrast
- Incorrect scanner settings
- Incorrect resolution
- Incorrect or inaccurate indexing
- Image file format
- Incorrect naming convention
- Textual loss
- Image skewing
- Information distortion caused by folds or creases in the documents
- Image polarity
- Image orientation
- Image overlap caused by multiple document feed
- Failure to maintain correct document sequencing

## **ATTACHMENT "F"**

For billing purposes, the AGENCY will provide the following information the State of Michigan, Department of Technology, Management and Budget, Records Management Services. This information will be used to issue invoices for the work performed.

Name of Local Government: Ypsilanti Township

Department: Building Department

Billing Address: Michael Radzik, 7200 S. Huron River Drive, Ypsilanti, MI 48197

Contact Name, telephone, email for billing purposes: Javonna Neel, Accounting Director, jneel@ytown.org, 734-544-3601

Purchase order number (if necessary): TBD

Please provide any other information that may be necessary in order to facilitate the billing process.

*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**HEATHER JARREL ROE**  
*Treasurer*  
**STAN ELDRIDGE**  
*Trustees*  
**DEBBIE SWANSON**  
**JOHN P. NEWMAN II**  
**GLORIA PETERSON**  
**JIMMIE WILSON JR.**



*Residential Services  
Department*

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

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

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## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Mike Hoffmeister, Residential Services Director

Date: February 9, 2021

**Subject: Request Authorization to approve the change order #1 for the Community Center flooring renovation project in the amount of \$10,960.42 budgeted in line #230-751.000-931.021**

The Residential Services Department is requesting authorization to approve the change order #1 for the Community Center flooring renovation project.

During construction, it was discovered that some of the sub-base flooring in the 300 side hallway (leading to the Green Oaks golf course courtyard) and kitchen areas were patched or had sub-base wood floor that was just layered on top of one another. Additionally, the kitchen has various levels of concrete flooring (images attached). Prior to the demolition, the lower areas of the kitchen flooring were filled in with more layers of plank wood flooring to level it with the existing concrete. It is recommended that we proceed with change order #1 which will replace new decking, infill the kitchen with new concrete to make it level and all additional labor. The cost of this change order is \$10,960.42.

Because the CDBG fund was approved specifically for this contract, there are no contingency funds within the agreement. Also, we have utilized and allocated all 2019 CDBG funds to this project and Schooner Cove so no further CDBG fund adjustments can be made.

Mike Hoffmeister  
Residential Services Director  
[mhoffmeister@ytown.org](mailto:mhoffmeister@ytown.org)  
734-544-3515

Date of Issuance:	Effective Date:	2/9/2021
Owner: Ypsilanti Charter Township	Owner's Contract No.:	
Contractor: Global Green Services Group	Contractor's Project No.:	
Engineer: Spicer Group, Inc.	Engineer's Project No.:	127650SG2019
Project: Ypsilanti Township Community Center Flooring	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: Add the following pay items and associated costs:

Replace wood substrate and new decking in side hall in gym corridor:	\$1,557.91
Infill Kitchen with concrete:	\$7,302.51
Remove raised wood flooring as asbestos waste in hallway and kitchen area:	\$2,100.00
Total increase in cost:	\$10,960.42

Extend substantial completion date one week and two days

Attachments: Shamrock Floorcovering Services Quote, Global Green Service Group Change Order Acknowledgement, Powers Construction Invoice, Email Marr 2021-02-05

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$144,900.00	Original Contract Times: Substantial Completion: <u>2-12-2021</u> Ready for Final Payment: <u>2-12-2021</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$N/A	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$144,900.00	Contract Times prior to this Change Order: Substantial Completion: <u>2-12-2021</u> Ready for Final Payment: <u>2-12-2021</u> days or dates
Increase of this Change Order: \$10,960.42	Increase of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$155,860.42	Contract Times with all approved Change Orders: Substantial Completion: <u>2-23-2021</u> Ready for Final Payment: <u>2-23-2021</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Kevin J. Wilks</u>	By: _____	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Controller</u>
Date: <u>2-9-2021</u>	Date: _____	Date: <u>2-9-2021</u>

Approved by Funding Agency (if applicable) Washtenaw County Office of Community & Economic Development

By: Tara H. Cohen Date: 2/9/2021

Title: Tara Cohen, CDBG Management Analyst



(734) 994-5770  
 Fax: (734) 994-5156

4454 Concourse Drive  
 Ann Arbor, Michigan 48108

Job/Site Name: Ypsi Twp Community center Date: 2/5/2021  
Substrate Repair Quotes Telephone: \_\_\_\_\_

**COST**

Replace the wood substrate and new decking in the side hall in the grm corridor	
Powers Construction invoice 2 men 8 hours each and material	\$1,354.70
Shamrock 15% OHP mark up	\$203.21
Hall total (this work completed to prevent delay)	\$1,557.91 ✓
infill kitchen with concrete after stove is removed from the room and the ruff demo is completed by others	
112 bags Quickcrete for deep fill @ 6.40	\$716.80
30 bags Uzin 150 Sel fleveling fast drying concrete @29.98	\$899.40
1 unit Uzin PE-260 bonding primmer	\$44.85
Cement mixer rental delivery and clean up	\$250.00
	\$1,911.05
Assumes Tax exmpt status if not Add \$114.67	
15% OHP on material	\$286.66
Labor 3 men 72 total man hours @ \$70.90 per attached labor rate sheet	\$5,104.80
Total Kitchen add	\$7,302.51 ✓
with Required drying time this work will add 1 week to the overall schedule in this area	

WCA 2008 Pyramid Award Best Subcontractor



## Global Green Service Group, LLC

27113 Powers Avenue - Dearborn Heights, MI 48125

Phone (313) 291-2528 Fax (313) 291-2399

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### CHANGE ORDER ACKNOWLEDGEMENT

DATE 2/5/2021

Ypsilanti Community Center  
2025 E Clark Rd,  
Ypsilanti, MI, 48198  
Attn: Michael Hoffmeister  
Email: Mhoffmeister@ytown.org  
Phone: (734) 366-0911

RE: Ypsilanti Community Center  
2025 E Clark Rd, Ypsilanti, MI  
Job #20354

You have requested that GGSG perform the following extra work:

HALLWAY- Remove raised wood flooring as asbestos waste due to asbestos containing mastic on plywood under floor tile to be removed in original scope.

KITCHEN AREA – Remove raised wood flooring as asbestos waste due to asbestos containing mastic on plywood under floor tile to be removed in original scope.

The anticipated cost for this additional work is **\$2,100.00**

This additional work will require an extension of our anticipated substantial completion date of 2 days.

You have agreed that an appropriate change order will follow.

GGSG is performing this extra work as an accommodation to you and the Project in agreement that a change order will follow so as not to delay the Project.

If you do not agree to the terms listed above, please advise us in writing immediately so that we can reassess the situation and potentially delay this additional work.





**Global Green Service Group, LLC**

*27113 Powers Avenue - Dearborn Heights, MI 48125*

*Phone (313) 291-2528 Fax (313) 291-2399*

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Kind Regards,

Dave Bennett  
Project Manager  
(313) 790-4758  
Email- [Dave@ggsg1.com](mailto:Dave@ggsg1.com)

Powers Construction Co LLC  
9640 Stinchfield Woods Rd  
Pinckney, MI 48169 US  
josh.rmoran@yahoo.com



# INVOICE

**BILL TO**  
Shamrock Floorcovering  
Services Inc - Customer  
4454 Concourse Dr  
Ann Arbor, MI 48108  
United States

**INVOICE #** 637  
**DATE** 02/03/2021  
**DUE DATE** 02/03/2021  
**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	AMOUNT
02/03/2021	Sales	Sub Floor Repair at Ypsilanti Community Center, 2025 E Clark Rd Ypsilanti MI	0.00
	Flooring	Labor <i>2 men 7.5 hrs each</i>	883.20
	Flooring	Materials	471.50

**BALANCE DUE** **\$1,354.70**

**APPROVED**

By John Minuth at 9:57 am, Jun 13, 2019



**RATE CALCULATION SHEET - Journeyman**

Revised Jan 8, 2019

To download this spreadsheet or get a newer update, please follow the Hyperlink below:  
<http://www.umaec.umich.edu/for-vendors/project-documents/bid-resources/>

= to be completed by Contractor  
 = predetermined or automatic calculation

DATE SUBMITTED: 6/10/2019		CRAFT / TRADE: CERAMIC TILE	
CONTRACTOR: SHAMROCK FLOORCOVERING SERVICES, INC		CLASSIFICATION: Journeyman - 1st Shift	
DATE APPROVED: 6/13/2019		UNION LOCAL No.: # 2 or <input type="checkbox"/> Check if Prevailing Wage	
BY: John Minuth		WAGE EXPIRES: 5/31/2020	
In accordance with U-M Supplemental General Conditions, Article 15, submit one completed sheet for each trade classification to be performing Work on the project site.			
	HOURLY STRAIGHT TIME RATE	HOURLY 1½ TIME ADDER	HOURLY DOUBLE TIME ADDER
<b>[A] TAXABLE BASE WAGE</b>	\$ 30.33	\$ 15.17	\$ 30.33
<b>Taxable Fringes: Applied to Taxable Base Wage [A]</b>			
Vacation/Holiday _____ % or \$ 2.25	\$ 2.25	\$ 1.13	\$ 2.25
Others (specify) _____		PER TRADE AGREEMENT*	PER TRADE AGREEMENT*
<b>DUES</b> _____ % or \$ 2.60	\$ 2.60		
_____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
Prevailing Wage Fringes _____ % or \$ _____	\$ -		
<b>[B] TOTAL TAXABLE FRINGES</b>	\$ 4.85	\$ 1.13	\$ 2.25
<b>[C] TOTAL TAXABLE WAGE [A+B]</b>	\$ 35.18	\$ 16.29	\$ 32.58
<b>Non-taxable Fringes: Applied to Taxable Base Wage [A]</b>			
Health & Welfare _____ % or \$ 7.37	\$ 7.37	<b>NO ADDER APPLIES</b>	
Pension _____ % or \$ 10.45	\$ 10.45		
Others (specify):		PER TRADE AGREEMENT*	PER TRADE AGREEMENT*
<b>IMI TRAINING</b> _____ % or \$ 0.59	\$ 0.59		
<b>PROMOTION</b> _____ % or \$ 0.15	\$ 0.15		
<b>LOCAL TRAINING</b> _____ % or \$ 0.15	\$ 0.15		
<b>ANNUITY</b> _____ % or \$ 1.50	\$ 1.50		
_____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
<b>[D] TOTAL NON-TAXABLE FRINGES</b>	\$ 20.21	\$ -	\$ -
<b>[E] TOTAL TRADE RATE [C+D]</b>	\$ 55.39	\$ 16.29	\$ 32.58
<b>[F] OVERHEAD &amp; PROFIT: Applied to Total Trade Rate [E] 15.0 %</b>	\$ 8.31	<b>NO ADDER APPLIES</b>	
<b>Taxes and Burden: Applied to [as noted]</b>			
F.I.C.A. x [C] 7.70 %	\$ 2.71	\$ 1.35	\$ 2.71
F.U.T.A. x [C] 0.80 % (0.8% max.)	\$ 0.28	\$ 0.14	\$ 0.28
S.U.T.A. / M.E.S.C. x [C] 2.21 % (Go To SUTA Rate Tab)	\$ 0.78	\$ 0.39	\$ 0.78
Workers' Comp. x [C] 4.76 % (Go To W Comp Tab)	\$ 1.67	<b>NO ADDER APPLIES</b>	
Gen. Liability Ins. Allowance x [C] 1.00 %	\$ 0.35		
Bonds Allowance x [C] 1.00 %	\$ 0.35		
Small Tools Allowance x [C] 3.00 %	\$ 1.06		
Others (specify): x [C] _____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
_____ % or \$ _____	\$ -		
<b>[G] TOTAL TAXES and BURDEN</b>	\$ 7.20	\$ 1.88	\$ 3.77
<b>[H] ADDER TOTALS (E+G)</b>		\$ 18.17	\$ 36.35
<b>[I] TOTAL JOB CHARGE RATES for LABOR (Straight-time rate + adders)</b>	\$ 70.90	\$ 89.07	\$ 107.25

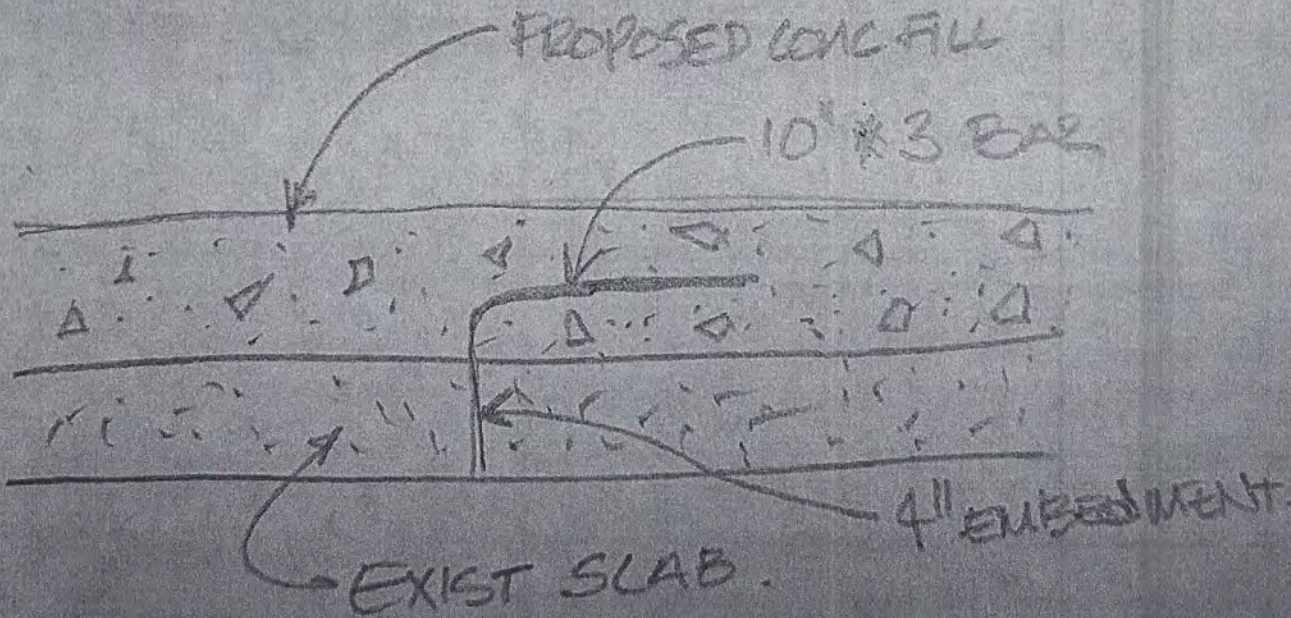
\* If Adders are allowed for these items by trade agreement, attach copy of agreement or rate sheet on Union letterhead for verification.

**Wilks, Kevin J.**

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**From:** Marr, David W.  
**Sent:** Friday, February 5, 2021 3:52 PM  
**To:** Wilks, Kevin J.  
**Subject:** RE: Change Order Work for Ypsilanti Community Center

They need to use some sort of bonding between old conc and new conc, the stuff they specified seems to be for between the floor leveler and the mastic for the tile? I would verify that with them though, if they plan to use it between existing conc and new conc. I'm concerned about the black mastic on the existing concrete, I think this may be an asphaltic vapor barrier and would create an isolation between old and new conc. Which would defeat the purpose of the bonding agent. They should put in #3 bars doweled 4" into exist conc and then 6" left over and bent down to a horizontal position in the middle of the new conc pour. This should be done every 4 -6 feet on center. Another option would be to use 3/8"X5" or 6" Titen HD anchors at 4' o.c. (this is just a concrete lag bolt, the head of the bolt would secure the new pour to the existing conc.)



# 3/8" x 6" Strong-Tie Titen HD Screw Anchor, Zinc

SKU: THD37600H



## DIAMETER

- 1/4"
- 3/8"**
- 1/2"
- 5/8"
- 3/4"



## LENGTH

- 1-3/4"
- 2-1/2"
- 3"
- 4"
- 5"
- 6"**
- 1-7/8"
- 2-3/4"
- 3-1/2"
- 6-1/2"
- 8"
- 12"
- 13"
- 14"
- 15"
- 10"
- 8-1/2"

David W. Marr, , AIA, NCARB | Project Architect  
**SPICER GROUP, INC.**  
Direct line: 989-921-5550

**From:** Wilks, Kevin J. <kevinw@spicergroup.com>  
**Sent:** Friday, February 5, 2021 3:17 PM  
**To:** Marr, David W. <david.marr@spicergroup.com>  
**Subject:** RE: Change Order Work for Ypsilanti Community Center

I think you mentioned tying it in with some form of dowels or anchors or something. Do we need to note that? Or does the bonding primer fulfill the same purpose?

**Kevin Wilks, P.E.** | Project Manager  
**SPICER GROUP, INC.**  
Office: 734-823-3308 | Cell: 616-550-7837  
[www.spicergroup.com](http://www.spicergroup.com)  
Stronger. Safer. Smarter. *Spicer.*

**From:** Marr, David W. <david.marr@spicergroup.com>  
**Sent:** Friday, February 5, 2021 3:12 PM  
**To:** Wilks, Kevin J. <kevinw@spicergroup.com>  
**Subject:** RE: Change Order Work for Ypsilanti Community Center

There is no problem with the quickcrete, it's as strong as regular concrete if mixed properly, seeing that they are renting a mixer, that means it should be mixed properly. The price seems reasonable. The amount of expensive stuff (Uzin 150) seems reasonable also, just didn't want them to use the Uzin for the entire fill

I would approve this change order.

**David W. Marr, , AIA, NCARB | Project Architect**  
**SPICER GROUP, INC.**  
Direct line: 989-921-5550

---

**From:** Wilks, Kevin J. <[kevinw@spicergroup.com](mailto:kevinw@spicergroup.com)>  
**Sent:** Friday, February 5, 2021 3:02 PM  
**To:** Marr, David W. <[david.marr@spicergroup.com](mailto:david.marr@spicergroup.com)>  
**Subject:** FW: Change Order Work for Ypsilanti Community Center

FYI

**Kevin Wilks, P.E. | Project Manager**  
**SPICER GROUP, INC.**  
Office: 734-823-3308 | Cell: 616-550-7837  
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**From:** Dave Bennett <[dave@ggsg1.com](mailto:dave@ggsg1.com)>  
**Sent:** Friday, February 5, 2021 2:58 PM  
**To:** Michael Hoffmeister <[mhoffmeister@ytown.org](mailto:mhoffmeister@ytown.org)>  
**Cc:** Wilks, Kevin J. <[kevinw@spicergroup.com](mailto:kevinw@spicergroup.com)>; Tara Cohen <[cohent@washtenaw.org](mailto:cohent@washtenaw.org)>  
**Subject:** RE: Change Order Work for Ypsilanti Community Center

Also with the change order, The kitchen floor rebuild will take 1-week extra once approved.. Thank you

---

**From:** Dave Bennett [<mailto:dave@ggsg1.com>]  
**Sent:** Friday, February 5, 2021 2:53 PM  
**To:** Michael Hoffmeister ([mhoffmeister@ytown.org](mailto:mhoffmeister@ytown.org))  
**Cc:** Wilks, Kevin J. ([kevinw@spicergroup.com](mailto:kevinw@spicergroup.com)); Tara Cohen ([cohent@washtenaw.org](mailto:cohent@washtenaw.org))  
**Subject:** Change Order Work for Ypsilanti Community Center

Here you Mike, Please review and let me know. Have a good weekend

Dave Bennett  
Global Green Services Group, LLC  
27113 Powers Avenue  
Dearborn Heights, MI 48125-1321  
313-291-2528 Office  
313-291-2399 Fax  
313-790-4758 Cell  
[www.ggsg1.com](http://www.ggsg1.com)



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*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
HEATHER JARRELL ROE  
*Treasurer*  
STAN ELDRIDGE  
*Trustees*  
JOHN P. NEWMAN  
GLORIA PETERSON  
DEBBIE SWANSON  
JIMMIE WILSON JR.



**Residential Services  
Department**

7200 S. Huron River Drive  
Ypsilanti, MI 48197

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

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## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees  
From: Mike Hoffmeister, Residential Services Director  
Date: February 9, 2020

**Subject: Request Authorization to approve the sale and/or removal of excess Township vehicle #40**

The Residential Services Department is requesting authorization to approve the removal of excess Township vehicle #40. Golf Maintenance staff will receive currently unused vehicle #96 to replace #40.

Please find attached images of vehicle #40 from Green Oaks Golf Course. This is a 2000 Ford Explorer with approximately 61,490 miles estimated at a value of \$500. We are requesting that this vehicle be auctioned off in the vehicle auction with the other Township and Fire Department vehicles permitted to be sold in late 2020. We will ensure we follow appropriate procedures and policies set in place to appropriately discard equipment.

Mike Hoffmeister  
Residential Services Director  
[mhoffmeister@ytown.org](mailto:mhoffmeister@ytown.org)  
734-544-3515







rst"

Charter  
Township of  
YPSILANTI  
*Please Recycle Right*  
GOLF COURSE MAINTENANCE



# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2021-09

### **Resolution for Payment and Use of Surplus Funds for the Purpose of Installing a Rain Garden as Part of the Loonfeather Point Park MDNRTF Grant Project**

**WHEREAS**, Section 283 of the Drain Code provides that the Water Resources Commissioner may enter into an agreement with a municipality for the maintenance and use of surplus construction funds if the municipality has been assessed for all or part of the cost of the drain project; and

**WHEREAS**, use of surplus construction funds held in an account by agreement may be used to pay of drain assessments to the Township or such surplus funds may be utilized to address drainage in the Township by Resolution from the Township; and

**WHEREAS**, the Municipality of Ypsilanti Charter Township is requesting that Washtenaw County Water Resources Commissioner use a portion of their surplus construction funds held in fund #8853 in the amount of \$18,600.00 for the purpose of installing a rain garden as part of the Loonfeather Point Park MDNRTF grant project.

**NOW THEREFORE BE IT RESOLVED** that the Township requests and authorizes the Water Resources Commissioner apply Eighteen Thousand Six Hundred Dollars (\$18,600.00) from fund #8853, Ypsilanti Township Special Maintenance Fund, toward the construction of a rain garden at Loonfeather Park.

**BE IT FURTHER RESOLVED** that the Clerk shall forward to the Water Resources Commissioner a copy of this Resolution.

*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**HEATHER JARREL ROE**  
*Treasurer*  
**STAN ELDRIDGE**  
*Trustees*  
**DEBBIE SWANSON**  
**JOHN P. NEWMAN II**  
**GLORIA PETERSON**  
**JIMMIE WILSON JR.**



**Green Oaks  
Golf Course**

1775 E. Clark Road  
Ypsilanti, MI 48198  
Phone: (734) 485-0881  
Fax: (734) 485-1992

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

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## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Mike Hoffmeister, Residential Services Director

Date: February 10, 2020

**Subject: Request Authorization to approve resolution for payment and use of surplus drain funds**

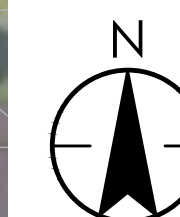
The Residential Services Department is requesting authorization to approve resolution for payment and use of surplus drain funds from the Water Resources Commission as it relates to the Loonfechter Point Park renovation project.

In 2020, Ypsilanti Township was awarded an mDNR Trust Fund grant to renovate Loonfechter Point Park. Part of this grant application and project includes the addition of a rain garden. With that, the Washtenaw County Water Resources Commissioner is wanting to use a portion of their surplus construction funds in the amount of \$18,600 for the purpose of installing the rain garden as part of this project.

Mike Hoffmeister  
Residential Services Director  
[mhoffmeister@ytown.org](mailto:mhoffmeister@ytown.org)  
734-544-3515



PLAN VIEW



Issued	By	Appd	YYYY.MM.DD

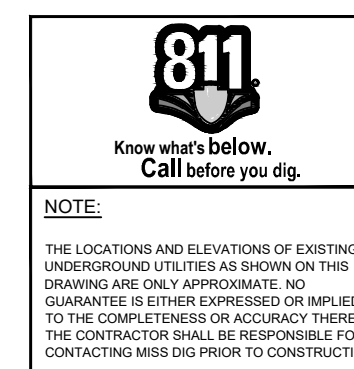
File Name: 154400C-002	JDA	CAM	MJP	2020.03.10
	Dwn.	Dsgn.	Chkd.	YYYY.MM.DD

Permit/Seal

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

Not for permits, pricing or other official purposes. This document has not been completed or checked and is for general information or comment only.

Client/Project Logo



Client/Project  
YPSILANTI TOWNSHIP

LOONFEATHER POINT PARK  
DEVELOPMENT  
Ypsilanti, Michigan

Title  
**OVERALL PROPOSED  
SITE PLAN**

Project No. 2075154400	Scale 0 80' 160'
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Revision Sheet  
0 04 of X

Drawing No.  
**C-002**



**CHARTER TOWNSHIP OF YPSILANTI**

**RESOLUTION #2021-10**

**PAYMENT AND USE OF SURPLUS DRAIN FUNDS  
AS PART OF THE SEMCOG PAINT CREEK  
GREEN CORRIDOR GRANT PROJECT**

**WHEREAS**, Section 283 of the Drain Code provides that the Water Resources Commissioner may enter into an agreement with a municipality for the maintenance and use of surplus construction funds if the municipality has been assessed for all or part of the cost of the drain project; and

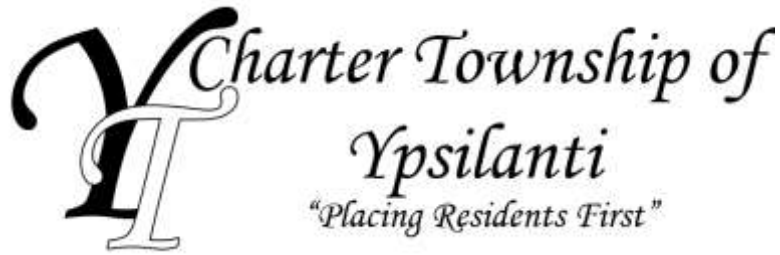
**WHEREAS**, use of surplus construction funds held in an account by agreement may be used to pay of drain assessments to the Township or such surplus funds may be utilized to address drainage in the Township by Resolution from the Township; and

**WHEREAS**, the Municipality of Ypsilanti Charter Township is requesting that Washtenaw County Water Resources Commissioner use a portion of their surplus construction funds held in fund #8853 for the purpose of enhancing riparian corridors and aquatic habitat in Paint Creek as part of the SEMCOG Paint Creek Green Corridor grant project.

**NOW THEREFORE BE IT RESOLVED** that the Township requests and authorizes the Water Resources Commissioner apply \$2,722.50 from fund #8853, Ypsilanti Township Special Maintenance Fund, toward the SEMCOG Paint Creek Green Corridor grant project.

**BE IT FURTHER RESOLVED** that the Clerk shall forward to the Water Resources Commissioner a copy of this Resolution.

*Supervisor*  
BRENDA L. STUMBO  
*Clerk*  
HEATHER JARRELL ROE  
*Treasurer*  
STAN ELDRIDGE  
*Trustees*  
JOHN P. NEWMAN  
GLORIA PETERSON  
DEBBIE SWANSON  
JIMMIE WILSON, JR.



**Supervisor's Office**

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

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

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## MEMORANDUM

To: Township Board  
From: Brenda Stumbo, Supervisor  
Date: February 10, 2021  
RE: Authorization for Upper Paint Creek grant funds use

Request to use the Drain Special Maintenance Fund for the Upper Paint Creek Grant for the purpose of enhancing riparian corridors and aquatic habitat in Paint Creek. This is our portion of the SEMCOG Paint Creek corridor grant project.

Should you have any questions, please contact our office.

cc: John Hines, Deputy Supervisor  
Lisa Stanfield, Deputy Clerk

cdr

**CHARTER TOWNSHIP OF YPSILANTI  
2021 BUDGET AMENDMENT #3**

**February 16, 2021**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

\_\_\_\_\_

**249 - BUILDING DEPARTMENT FUND**

**Total Increase     \$100,000.00**

Request to increase the budget for professional services provided by State of Michigan DTMB Records Management System Service and Graphic Sciences, Inc. to convert Office of Community Standards paper record files to digital images. This will be funded by an appropriation of prior year fund balance.

<b>Revenues:</b>	<b>Prior Year Fund Balance</b>	<b>249-000-000-699.000</b>	<b>\$100,000.00</b>
			<b>\$100,000.00</b>
		<b>Net Revenues</b>	<b>\$100,000.00</b>
<b>Expenditures:</b>	<b>Professional Services</b>	<b>249-249-000-801.000</b>	<b>\$100,000.00</b>
			<b>\$100,000.00</b>
		<b>Net Expenditures</b>	<b>\$100,000.00</b>

Motion to Amend the 2021 Budget (#3)

Move to increase the Building Fund budget by \$100,000 to \$873,229 and approve the department line item changes as outlined.

# **AUTHORIZATIONS AND BIDS**

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*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**HEATHER JARREL ROE**  
*Treasurer*  
**STAN ELDRIDGE**  
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**DEBBIE SWANSON**  
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## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Mike Hoffmeister, Residential Services Director

Date: February 9, 2020

**Subject: Request Authorization to seek sealed bids for a new maintenance vehicle**

The Residential Services Department is requesting authorization to seek sealed bids for a new maintenance vehicle.

Township staff only see the need for one new vehicle for 2021 (as of now). This vehicle is for the maintenance technicians within the Residential Services Department. This vehicle would allow the two full-time maintenance technicians to operate more efficiently out of one vehicle rather than two (2) vans. This type of vehicle would allow them to store all their tools in one vehicle rather than continuously move them between multiple. Also, this request is directly tied to the removal of the other vehicles that the Township Board of Trustees previously permitted. The goal is to create more efficient operations.

Bids will be accepted on Friday, March 12, 2021 at which time they'll be publicly opened at 2:00 p.m.

Mike Hoffmeister  
Residential Services Director  
[mhoffmeister@ytown.org](mailto:mhoffmeister@ytown.org)  
734-544-3515

**The Charter Township of Ypsilanti is seeking bids for:**

**One (1) Cutaway Utility Van with a high roof Knapheide Service Body**

Sealed bids for a new cutaway utility van with a high roof Knapheide service body will be received by Ypsilanti Township Clerk's Office, at 7200 S. Huron River Drive, Ypsilanti, MI 48197 until 2:00 p.m. local time on **Friday, March 12, 2021** at which time bids received will be publicly opened and read. Bids may be submitted in person to the Ypsilanti Township Clerk's Office labeled "Utility Van" or via MITN. Bids sent via email or by any other electronic means will not be accepted. For questions related to the bid, please contact Residential Services Director, Mike Hoffmeister, at [mhoffmeister@ytown.org](mailto:mhoffmeister@ytown.org).

Charter Township of Ypsilanti  
Clerk Heather Jarrell Roe  
7200 S. Huron River Drive, Ypsilanti, MI 48197  
February 16, 2021

**GENERAL SPECIFICATIONS**

All vehicles must be new and of the manufacturer's current models in production at the time of delivery. All standard or optional equipment to be included shall be as advertised by the manufacturer (OEM) and factory installed and shall not consist of substitute or aftermarket equipment. Optional equipment not available from the factory may be dealer installed.

Upon delivery of the vehicle from the dealer to the Ordering Entity

- Itemize pricing with total cost (should include all items listed in the deliverables section above as well as fees and delivery
- Vendor to include an estimated time of delivery
- The Township will issue a Purchase Order for the approved amount.
- The vendor will invoice the Township after delivery
- Vendor will allow up to 45 days for the Township to pay invoice without interest penalty.
- PO will be proof of Township commitment to purchase

The Township shall use as a check list when accepting the vehicle to verify all ordered options are included on the vehicle

The dealer shall indicate on the TOP of the order confirmation sheet if applicable:

- The State specification number that applies
- MDOT or Local Units of Government specification
- Class 3 (GVW 10001 – 14000)
- The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer.

**VEHICLE TO BE EQUIPPED AS FOLLOWS:**

- 10.75'/129" Knapheide KUV High Roof Utility
  - Access door on each rear end panel
- Air Conditioning
- Air Bags
- All weather floor mats
- AM/FM Stereo
- Axle; rear-limited slip.
- Brake Type: Hydraulic

- 12 Volt auxiliary outlet
- Bumper; Mfg. Std, Class III hitch with a 2" square receiver opening.
- Cruise Control, factory installed
- Data port must be compatible with Verizon Connect GPS system
- Daytime running lights
- Drivetrain: Rear Wheel Drive
- Dual cloth Bucket Seats
- Exterior Color: White
- Fuel capacity; largest available from mfg.
- Fuel Type: Gasoline
- Power windows, locks and mirrors
- Rearview camera kit
- Remote Keyless entry and panic alarm; (1) added set (total = 3 sets) w/ code numbers; incl. with vehicle upon delivery
- Standard Trim
- Standard Cab
- Steering-Power, Tilt Wheel
- Transmission: Automatic.
- Trailer Towing Package with a 7-way trailer plug with flat pin
- VEHICLES SHALL TO BE EQUIPPED IN COMPLIANCE WITH ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND REGULATIONS. ALL VEHICLES MUST BE EQUIPPED TO COMPLY WITH ALL REQUIREMENTS OF THE MICHIGAN MOTOR VEHICLE CODE.

The Charter Township of Ypsilanti is Tax Exempt and can supply proper documents.

Pre-delivery inspection and servicing: The term "Pre-Delivery Service and Inspection" as used in State of Michigan Specifications includes the following:

1. General appearance of body both interior and exterior for completeness and quality of workmanship.
2. Lubrication and fluid levels and correcting any leaks:
  - a. Radiator
  - b. Windshield Washer
  - c. Battery
  - d. Power steering pump
  - e. Brake master cylinder
  - f. Engine oil
  - g. Transmission fluid level.
3. Mechanical operation of vehicle:
  - a. Steering gear and linkage
  - b. Suspension assembly, front and rear
  - c. Proper tire pressure to normal rated road requirements
  - d. Hood latch
  - e. Head lights, aim and adjust
  - f. Front wheel toe in and torque wheel nuts
  - g. Seat and shoulder belts operative
  - h. All locks and latches to be operative
  - i. Windshield wiper and washer to be operative
  - j. Proper adjustment to all drive belts



4. A check of all electrical operations to include: headlights, side marker lights, temperature, alternator, oil pressure lights, parking lights, stop and tail lights, directional signals, emergency flasher and parking brake lights.

5. Miscellaneous items to be furnished:

- Manufacturers Window Sticker shall not be removed from vehicle.
- Odometer Certification, vehicle window sticker, or line setting ticket, and Vehicle Curb Weight at time of delivery.
- Manufacturers or Dealers Pre-Delivery Check Sheet.
- Vehicle shall have a minimum of one fourth ( $\frac{1}{4}$ ) tank of Fuel when delivered.
- Warranty Plate and Operators Manual(s) shall be delivered with vehicle at no cost to the State of Michigan.
- Completed RD108 application for title form.
- Invoice for each vehicle at the time of delivery.
- Vehicle Order Confirmation Sheet.

6. Deliveries shall be between the hours of 8:30 AM and 3 PM. No Weekend or Holiday Deliveries will be accepted. Forty-eight (48) hour notice required prior to delivery.

Note: No dealer advertising decals are to be on vehicle.

It is intended that vehicles delivered in accordance with the Michigan specifications will be complete, including mechanical details, general workmanship and appearance, and shall be delivered complete with all warranty service books and identification plate.

Failure to adhere to specifications may be reason to delay payment.

# OTHER BUSINESS

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# **BOARD MEMBER UPDATES**

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