

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 20, 2023 REGULAR BOARD MEETING**

Supervisor Brenda Stumbo called the meeting to order at approximately 7:06pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

Members Present: Supervisor Brenda Stumbo, Clerk Heather Jarrell Roe and Treasurer Stan Eldridge
Trustees: Ryan Hunter, John Newman II, Gloria Peterson and Debbie Swanson

Members Absent: None

Legal Counsel: Wm. Douglas Winters

3. PUBLIC COMMENTS

No public comments were given.

4. CONSENT AGENDA

A. MINUTES OF THE MAY 16, 2023 WORK SESSION AND REGULAR MEETING AND MINUTES OF THE MAY 23, 2023 AND JUNE 6, 2023 SPECIAL MEETINGS

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR JUNE 6, 2023 IN THE AMOUNT OF \$1,600,050.99**
- 2. STATEMENTS AND CHECKS FOR JUNE 20, 2023 IN THE AMOUNT OF \$422,311.34**
- 3. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR MAY 2023 IN THE AMOUNT OF \$49,457.77**
- 4. CLARITY HEALTHCARE ADMIN FEE FOR MAY 2023 IN THE AMOUNT OF \$1,434.44**

C. TREASURER'S REPORT APRIL 2023 (REVISED) AND MAY 2023

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to table the minutes of the May 16, 2023 work session and regular meeting.

The motion passed unanimously.

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the minutes of the May 23, 2023 and June 6, 2023 special meetings.

The motion passed unanimously.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the June 6, 2023 and June 20, 2023 statements and checks.

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The motion passed unanimously.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the revised April 2023 and May 2023 Treasurer's Reports

The motion passed unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters spoke on Freaknik '23 that was held in Appleridge Park without township permission. He also spoke about the possibility of creating a township land bank.

NEW BUSINESS

- 1. REQUEST TO APPROVE THE AMENDED AGREEMENT WITH OHM FOR THE LOCAL ROAD ASSET MANAGEMENT REPORT IN THE AMOUNT OF \$7,400.00 BUDGETED IN LINE ITEM #213-753-801-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the amended agreement with OHM for the Local Road Asset Management Report in the amount of \$7,400.00 budgeted in line item #213-753-801-000 contingent upon approval of the budget amendment (see attached).

There was no discussion.

The motion passed unanimously.

- 2. REQUEST TO APPROVE CHANGE ORDER #1 WITH HOMRICH FOR ADDITIONAL ABATEMENT AT THE GAULT VILLAGE DEMOLITION SITE IN THE AMOUNT OF \$205,251.00 BUDGETED IN LINE ITEM #101-729-806-091 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve change order #1 with Homrich for additional abatement at the Gault Village Demolition Site in the amount of \$205,251.00 budgeted in line item #101-729-806-091 contingent upon approval of the budget amendment (see attached).

Supervisor Stumbo stated this change order is to remove additional asbestos found at the Gault Village demolition site.

The motion carried unanimously.

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3. REQUEST TO APPROVE THE AGREEMENT WITH THE STATE OF MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR TESTING OF FISH IN THE AMOUNT OF \$14,400.00 BUDGETED IN LINE ITEM #252-000-801-000

A motion was made by Trustee Peterson and seconded by Trustee Swanson to approve the agreement with the State of Michigan Department of Health and Human Services for testing of fish in the amount of \$14,400.00 budgeted in line item #252-000-801-000 (see attached).

Clerk Jarrell Roe stated the hydro station is required to test ten fish for mercury and PCB's every ten years.

Trustee Swanson requested that PFAS testing be added to the request. The motion was amended to add this request.

The motion carried unanimously.

4. REQUEST TO REJECT PROPOSALS AND REBID THE HYDRO STATION PROJECT FOR CONCRETE REPAIRS AND INSPECTION OF SLUICE GATES

A motion was made by Treasurer Eldridge and supported by Trustee Hunter to approve the request to reject the proposals and rebid the Hydro Station project for concrete repairs and inspection of sluice gates.

Clerk Jarrell Roe stated that she is concerned that bidding this project at a later date could be more expensive.

A friendly amendment was made to add that a new bid should be done in October 2023.

The motion carried unanimously.

5. REQUEST TO APPROVE AN AGREEMENT WITH OHM FOR PROFESSIONAL SERVICES IN RELATION TO THE YPSILANTI TOWNSHIP ARPA CIVIC CENTER POND RENOVATION IN THE AMOUNT OF \$51,750.00 BUDGETED IN LINE ITEM #282-901-981-030

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to approve an agreement with OHM for professional services in relation to the Ypsilanti Township ARPA Civic Center Pond Renovation in the amount of \$51,750.00 budgeted in line item #282-901-981-030 (see attached).

John Hines, Recreation Director, gave an overview of the project.

The motion carried unanimously.

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6. REQUEST TO CONFIRM AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES LOCATED AT 1769 CADILLAC AND 1781 CADILLAC BUDGETED IN LINE ITEM #101-729-801-023

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to confirm authorization for Circuit Court litigation to abate public nuisances located at 1769 Cadillac and 1781 Cadillac budgeted in line item #101-729-801-023.

Belinda Kingsley, Community Compliance Director, discussed the issues at each property.

The motion carried unanimously.

7. REQUEST TO CONFIRM AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE BY PADLOCKING FOR 1440 FOLEY AVE. BUDGETED IN LINE ITEM #101-729-801-023

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to confirm authorization for Circuit Court litigation to abate a public nuisance by padlocking for 1440 Foley Ave. budgeted in line item #101-729-801-023.

Belinda Kingsley, Community Compliance director gave an overview of the issues at 1440 Foley Ave.

The motion carried unanimously.

8. REQUEST TO APPROVE THE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR 2023 IN THE AMOUNT OF \$2,017,271.08 BUDGETED IN LINE ITEM #213-446-982-000

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the agreement with the Washtenaw County Road Commission for 2023 in the amount of \$2,017,271.08 (see attached).

The motion carried unanimously.

9. REQUEST TO APPROVE THE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF THREE (3) SPEED HUMPS ON WIARD RD. IN THE AMOUNT OF \$33,790.00 BUDGETED IN LINE ITEM #101-446-982-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT.

A motion was made by Trustee Peterson and seconded by Trustee Swanson to approve the agreement with the Washtenaw County Road Commission for the installation of three (3) speed humps on Wiard Rd. in the amount of \$33,790.00 budgeted in line item #101-446-982-000 contingent upon approval of the budget amendment (see attached).

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Supervisor Stumbo stated that speed humps are paid for by the township and costs are not added to the resident's taxes.

The motion carried unanimously.

10. REQUEST TO APPROVE THE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF A RECTANGULAR RAPID FLASHING BEACON (RRFB) LOCATED ON HURON RIVER DR. AT LAKE CREST IN THE AMOUNT OF \$26,394.20 BUDGETED IN LINE ITEM #101-446-982-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to approve the agreement with the Washtenaw County Road Commission for the installation of a Rectangular Rapid Flashing Beacon (RRFB) located on Huron River Dr. at Lake Crest in the amount of \$26,394.20 budgeted in line item #101-446-982-000 contingent upon approval of the budget amendment (see attached).

Supervisor Stumbo stated that she thought more was needed at this intersection. She added that she thinks later the mast arm will be added.

The motion carried unanimously.

11. REQUEST TO APPROVE THE AGREEMENT WITH DTE FOR THE CONVERSION OF ONE THOUSAND ONE HUNDRED TWELVE (1,112) STREETLIGHTS TO LED IN THE AMOUNT OF \$575,838.06 BUDGETED IN LINE ITEM #282-901-981-040

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the agreement with DTE for the conversion of one thousand one hundred twelve (1,112) streetlights to LED in the amount of \$575,838.06 (see attached).

Supervisor Stumbo stated this project will complete the conversion of township streetlights to LED and that the savings should be around \$100,000.00.

The motion carried unanimously.

12. REQUEST TO APPROVE THE PROPOSAL FROM STANTEC CONSULTING FOR PROFESSIONAL SERVICES FOR THE YPSILANTI TOWNSHIP GREEN OAKS GOLF COURSE BATHROOM IMPROVEMENTS

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the proposal from Stantec Consulting for professional services for the Ypsilanti Township Green Oaks Golf Course Bathroom improvements (see attached).

John Hines, Recreation Director, gave an overview of the project and stated that updates are needed due to the age and condition of the bathrooms.

The motion carried unanimously.

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13. REQUEST TO APPROVE THE PROPOSAL FROM STANTEC CONSULTING TO PROVIDE PROFESSIONAL SERVICES FOR THE YPSILANTI TOWNSHIP COMMUNITY CENTER WATER DAMAGE RENOVATION

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the proposal from Stantec Consulting to provide professional services for the Ypsilanti Township Community Center Water Damage Renovation (see attached).

John Hines, Recreation Director, gave an overview of the project and stated that this work is in response to a flood that caused water damage.

The motion carried unanimously.

14. RESOLUTION 2023-08, TEMPORARY ROAD CLOSURE REQUEST FOR THE OBERUN 5K

Clerk Jarrell Roe read the resolution into the record,

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve resolution 2023-08, Temporary Road Closure Request for the Oberun 5K (see attached).

Clerk Jarrell Roe stated that approval from the township will be sent to the Washtenaw County Road Commission for their final approval.

The motion carried unanimously.

15. RESOLUTION 2023-09, TEMPORARY ROAD CLOSURE REQUEST FOR THE RUN, SCREAM, RUN 5K

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve resolution 2023-09, Temporary Road Closure Request for the Run, Scream, Run 5K (see attached).

There was no discussion.

The motion carried unanimously.

16. BUDGET AMENDMENT #9

Clerk Jarrell Roe read the budget amendment into the record.

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve budget amendment #9 (see attached).

Supervisor Stumbo discussed the items on the budget amendment.

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The motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. REQUEST TO AWARD THE BID FOR THREE (3) FORD F-150 PLOW TRUCKS IN THE AMOUNT OF \$154,350.00 BUDGETED IN LINE ITEM #661-268-985-000

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to award the bid for three (3) Ford F-150 plow trucks in the amount of \$154,350.00 budgeted in line item #661-268-985-000.

John Hines, Recreation Director, stated that his original request was for four plow trucks, but because the prices came in higher than anticipated, the request had been reduced to three.

The motion carried unanimously.

BOARD MEMBER UPDATES

There were no board member updates.

A motion to adjourn was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge.

The motion carried unanimously.

The meeting was adjourned at approximately 8:48pm.

Respectfully Submitted,



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



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



May 25, 2023

Ms. Brenda Stumbo
Township Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, Michigan 48197

RE: **Budget Amendment for Road Asset Management Report**

Dear Ms. Stumbo:

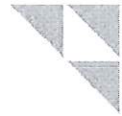
We are writing to propose a budget amendment for additional work expended beyond scope of the approved PASER Asset Management Plan (AMP) for Ypsilanti Township in partnership with WCRC.

As per the original proposal submitted by OHM Advisors, we had been tasked and delivered a condition report of approximately 141 miles of local County roads using the PASER rating system and prepared an AMP based on the data provided by the Roadsoft Database. That report was delivered, and we look forward to presenting that at an upcoming board meeting. A draft of that presentation was provided on 4-25-23 in which I got feedback from the Clerk and already made those revisions.

Following the finalization of that report, the township requested additional assistance to use the budget recommended in the report to select actual roads and coordinate with the WCRC to set the 2023 road program. This effort was not included in the original scope. The original scope included general areas for the Township and WCRC to consider in the next 1-5 years as well as years 6-10 "on deck". From there it was assumed the WCRC could work with the Township to estimate these roads and develop a program. However, it was requested that OHM assist with this effort. OHM identified 5 or 6 areas that then had to be further evaluated and estimated to get the WCRC a deliverable that they could then begin to "log".

Below is the additional effort that was required to get the WCRC what they needed to move forward with the 2023 "Mill and Fill" program.

- ▶ **Drive and assess "Mill and Fill Candidates" and cross reference with YCUA needs:** OHM drove most of the roads that were good candidates for a mill and fill programs. Roads with PASER ratings of 3,4,5 and 6 were considered). This was done to verify PASER conditions and get a feel for curb and gutter conditions as well as sidewalk and other considerations (e.g. drainage, etc.). OHM also met with elected officials and did a "drive-along" to help get feedback and insight on priority areas. This work found some roads were in better condition than others and we were also able to verify that some PASER ratings of 3 were still in acceptable enough condition to accept a "mill and fill" treatment. The "Drive-along" was a good opportunity to discuss asset management and included discussion about not necessarily focusing on "worst first" and to emphasize preserving roads in fair condition. Roads in poor condition (3,2, and 1 ratings) would be looked at in future years and potentially be coordinated with YCUA (Gault Village, Sugarbrook, etc.).
- ▶ **Detailed Breakdowns for Road Segments:** OHM used Roadsoft and GIS to break out each road segment and record length. OHM developed a detailed spreadsheet to estimate a high-level construction cost. This used a planning level cost of \$200,000/mile and in some areas where additional road repairs



were noted from the “drive thru analysis”, we increased to \$250,000/mile. This spreadsheet was developed for three distinct areas including Whispering Meadows (general area), Creekside Village West and Greenfarms. This was used to better understand what a \$2,000,000 budget would complete and give the WCRC direction on how to create a more detailed estimate for use in their contract with the Township.

- ▼ **Meeting with the WCRC and Final Deliverable:** We organized a meeting with the WCRC to make sure the deliverable was in the proper format and to make sure OHM and the WCRC were in agreement with the assessment. The Township was also provided a copy of this information that was shared on 4-19-23. OHM also recommended trying to limit the amount of areas to reduce mobilization costs and other factors and assumptions were consistent with the contract the WCRC has in place with Cadillac Asphalt.
- ▼ **Tactical Report and Public Guidance:** While the presentation of the initial report is included in the previously approved scope and budget, additional presentation slides and information on the 2023 work need to be prepared to present for the meeting in June. This work will be completed upon final estimates from the WCRC and OHM plans to integrate these into the presentation.

Considering the additional work and effort expended, we propose the following budget amendment:

- ▼ Original Contract Amount: \$14,900 (Hourly not-to-exceed)
- ▼ **Total Budget Amendment Request: \$7,400**
- ▼ **Total Amended Budget if approved: \$22,300**

We believe that this amendment is reasonable and justified given the process that was undertaken. It should also be noted that in the future, this work will not take as much effort as we were able to assemble a GIS tool and obtain a lot of information and learn the WCRC’s process.

Should OHM be asked to assist with this again in the future, we do not feel the original report writing is necessary to undertake annually. This can be done once every 4-5 years if felt necessary. Then the annual road selection can perform upon request in the fall for the following year depending on the boards desire and budget. OHM can work with the Township and the WCRC and since we have the proper tools set up, we would estimate that road selection should only take about \$5000 +/- moving forward.

Overall, we feel that this work was an excellent exercise for the Township to ensure the best candidates for road rehabilitation are being selected and the Township can continue to partner with the WCRC with confidence that their dollars are being maximized.

Thank you for your attention to this matter. Also, thank you for the time and the “drive-along”. That was very much appreciated and enjoyed my time with both the Supervisor and Clerk and looking at the many areas of the township and even saw some “wildlife”. If you have any questions regarding our proposal, please do not hesitate to contact me at 734-466-4579.

Sincerely,
OHM ADVISORS

Matthew D. Parks, P.E.
Principal

ACCEPTED FOR YPSILANTI TOWNSHIP

(Signature)

Branda Stumbo, Supervisor
Heather Jarnell Rae, Clerk



(Printed Name)

cc: Heather Jarell Roe, Township Clerk
Stan Eldridge, Township Treasurer
Elliot Smith, P.E., OHM Advisors
Rachel Jackson, P.E., OHM Advisors

(Title)



AIA Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Gault Village Shopping Center
1005 Emerick Street, Ypsilanti Township,
MI 48198

CONTRACT INFORMATION:
Contract For: Asbestos Abatement &
Demolition

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: April 21, 2023

Date: June 23, 2023

OWNER: *(Name and address)*
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

ARCHITECT: *(Name and address)*
SME
15825 Leone Drive
Macomb, MI 48402

CONTRACTOR: *(Name and address)*
Homrich
200 Matlin Road
Carleton, MI 48117

Mr. Jason Lafayette

Jim Alfonsi

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional quantities of asbestos tile, mastic, and carpet verified by SME and Homrich on June 13, 2023, and listed in June 14, 2023 change order (attached).


The original Contract Sum was	\$	<u>587,000.00</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>587,000.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>205,251.50</u>
The new Contract Sum including this Change Order will be	\$	<u>792,251.50</u>


The Contract Time will be increased by thirty-two (32) days.

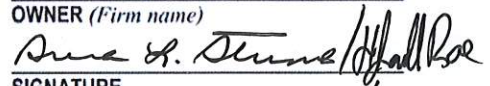
The new date of Substantial Completion will be Friday, September 15, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

SME
 ARCHITECT *(Firm name)*

 SIGNATURE
 Jason Lafayette, Project Manager
 PRINTED NAME AND TITLE
 6/23/23
 DATE

Homrich
 CONTRACTOR *(Firm name)*

 SIGNATURE
 James M. Alfonsi
 PRINTED NAME AND TITLE
 6/23/23
 DATE

Charter Township of Ypsilanti
 OWNER *(Firm name)*

 SIGNATURE
 Brenda L. Stumbo
 PRINTED NAME AND TITLE
 6/26/23
 DATE

*Heather Jewell
Roe, clerk*

HOMRICH

June 14, 2023

Jason Lafayette
SME
644 Seldon St Suite 200
Detroit, MI 48201

Re: Gault Village Shopping Center Additional Quantities P23003-001

Dear Mr. Lafayette,

Homrich and SME walked the above referenced site on June 13th and verified additional quantities of carpet/tile/mastic as follows:

Space	ACM relevant to assessment report			Non-ACM carpet
	Tile and Mastic sq. ft.	Mastic only sq. ft.	Misc. cleanup sq. ft.	
Functional Space 100	-1,940			0
Functional Space 200				390
Functional Space 300				0
Functional Space 400	6,655	20,250	20,250	0
Functional Space 400 (hidden space)	56	2,024		0
Functional Space 500		5,777		0
Functional Space 600	6,651			0
Functional Space 700				0
Functional Space 800	-1,368			0
Functional Space 900	1,361			0
Functional Space 1000	9,671			0
Functional Space 1100	-1,251			3,790
Functional Space 1200	-315			3,000
Functional Space 1300	600			0
Functional Space 1500				1,390
Functional Space 1600				0
Functional Space 1700				5,668
Functional Space 1800	9,350			0
Sum	29,470	28,051	20,250	14,238
Rate	\$ 4.00	\$ 2.50	\$ 0.50	\$ 0.50
Totals	\$ 117,880.00	\$ 70,127.50	\$ 10,125.00	\$ 7,119.00
Grand Total				\$ 205,251.50

The above work to be performed for the lump sum of.....\$205,251.00.
TWO HUNDRED FIVE THOUSAND TWO HUNDRED FIFTY-ONE AND NO/100 - DOLLARS

If you have any questions or require any additional information, please contact me at (734)

717-0563. Sincerely,



Jim Alfonsi
Project
Manager
Homrich

State of Michigan
 Department of Health and Human Services
 Bureau of Grants and Purchasing (BGP)
 PO Box 30037, Lansing, MI 48909
 Or
 235 S. Grand Avenue, Suite 1201, Lansing, MI 48933

REVENUE AGREEMENT: REV23-99256
 Between
THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
 And

NAME OF AGENCY/PAYER Charter Township of Ypsilanti	PRIMARY CONTACT Michael Saranen	EMAIL msaranen@ypsitownship.org
AGENCY/PAYER ADDRESS 7200 S. Huron River DR., Ypsilanti MI 48197		TELEPHONE 734-368-4169

MDHHS AGREEMENT ADMINISTRATOR	NAME Keri Fisher	TELEPHONE 517-335-9489	EMAIL FisherK@michigan.gov
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REVENUE AGREEMENT SUMMARY		
BRIEF DESCRIPTION OF SERVICE	MDHHS-BOL has been selected as the service supplier for analysis of total mercury (Hg) and PCBs in fish for Charter Township of Ypsilanti	
BEGIN DATE	END DATE	MAXIMUM AMOUNT
04/01/2023	12/30/2024	\$14,400.00

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or agency.

FOR THE AGENCY/PAYER:

FOR THE STATE OF MICHIGAN:

Charter Township of Ypsilanti
 Agency/Payer

Michigan Department of Health and Human Services

Brenda Stumbo
 Signature of Authorized Designee

Signature of Director or Authorized Designee

Brenda Stumbo, Supervisor Heather Jurrell Roe
 Print Name / Title

Jeanette Hensler,
 Director-Grants Division, Bureau of Grants and Purchasing
 Print Name / Title

6/21/23
 Date

Date

This Revenue Agreement establishes the responsibilities and procedures for the Michigan Department of Health and Human Services (hereinafter referred to as MDHHS) and Charter Township of Ypsilanti for the purpose described below.

1. Background

The Charter Township of Ypsilanti is interested in having fish samples analyzed for total mercury and PCBs as part of Ford Lake Dam sampling.

2. Purpose

MDHHS-BOL has been selected as the service supplier for analysis of fish for total mercury and PCBs for the Charter Township of Ypsilanti.

3. Period of Agreement

This Agreement will be in effect from the 04/01/2023 through 12/30/2024.

At the discretion of MDHHS, this Agreement may be renewed in writing by an amendment not less than 30 days before its expiration.

4. Work Statement of Each Party

MDHHS shall:

- a. Treat as confidential all materials that Charter Township of Ypsilanti provides, directly or indirectly, and treat all materials with the same degree of care that it would treat confidential information of its own.
- b. Use materials as described in the Purpose, above, only.
- c. Promptly perform analysis and report the results thereof to Charter Township of Ypsilanti and in accordance with the agreement.
- d. Establish appropriate safeguards to ensure that the materials are used or disclosed only in compliance with the terms and conditions of this agreement and with all applicable statutes and regulations.
- e. If Charter Township of Ypsilanti at any time requests to do so, MDHHS will promptly return all materials in its possession relating to such materials, including copies thereof, to Charter Township of Ypsilanti. Otherwise, MDHHS will destroy all remaining materials upon completion of analysis.

Charter Township of Ypsilanti shall:

- a. Ensure materials are appropriately packaged and shipping following MDHHS instructions for submission of samples for mercury analysis.

5. Payment

Charter Township of Ypsilanti agrees to compensate MDHHS for services committed and/or provided under this Agreement at \$14,400.00 for the period from the 04/01/2023 to 12/30/2024.

	<u>Agreement Period</u>			<u>Amount</u>
Year 1	04/01/2023	through	12/30/2024	\$ 720 per specimen
Total Amount:				\$14,400.00

Charter Township of Ypsilanti will compensate MDHHS at \$720 per sample. Invoices shall be billed quarterly and include quantity of specimens tested and an amount due.

MDHHS shall send invoices to:

Charter Township of Ypsilanti shall send payments to:
 Michigan Department of Health and Human Services
 Cashier/Accounting Office
 P.O. Box 30437
 Lansing, MI 48909

All payments sent to MDHHS shall include a reference to the MDHHS Revenue Agreement Tracking Number located on the first page of this agreement.

7. Standard Terms

7.1 Notices

All notices and other communications required or permitted under this Agreement must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

7.2 Assignment

Charter Township of Ypsilanti may not assign this Agreement to any other party without the prior approval of MDHHS. Upon notice to Charter Township of Ypsilanti, MDHHS, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Agreement to any other party. If MDHHS determines that a novation of this Agreement to a third party is necessary, Charter Township of Ypsilanti will agree to the novation and provide all necessary documentation and signatures.

7.3 Change of Control

Charter Township of Ypsilanti will notify, at least 90 calendar days before the effective date, MDHHS of a change in Charter Township of Ypsilanti organizational structure or ownership. For purposes of this Agreement, a change in control means any of the following:

- a. A sale of more than 50% of Charter Township of Ypsilanti stock;
- b. A sale of substantially all of Charter Township of Ypsilanti assets;
- c. A change in a majority of Charter Township of Ypsilanti board members;
- d. Consummation of a merger or consolidation of Charter Township of Ypsilanti with any other entity;
- e. A change in ownership through a transaction or series of transactions; or
- f. The board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Charter Township of Ypsilanti, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Charter Township of Ypsilanti must require the successor to assume this Agreement and all of its obligations under this Agreement.

7.4 Termination for Cause

MDHHS may terminate this Agreement for cause, in whole or in part, if Charter Township of Ypsilanti, as determined by MDHHS:

- a. Endangers the value, integrity, or security of any location, data, or personnel;
- b. Becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor;
- c. Engages in any conduct that may expose MDHHS to liability;
- d. Breaches any of its material duties or obligations; or
- e. Fails to cure a breach within the time stated in a notice of breach.

Any reference to specific breaches being material breaches within this Agreement will not be construed to mean that other breaches are not material.

If MDHHS terminates this Agreement under this Section, MDHHS will issue a termination notice. If it is later determined that Charter Township of Ypsilanti was not in breach of this Agreement, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 7.5, Termination for Convenience.

7.5 Termination for Convenience

MDHHS may immediately terminate this Agreement in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. Any net amount due and owing by Charter Township of Ypsilanti to MDHHS shall be paid by Charter Township of Ypsilanti to MDHHS, or, conversely, any prepayment by Charter Township of Ypsilanti in excess of the revised Agreement amount shall be refunded by MDHHS to Charter Township of Ypsilanti.

7.6 Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Agreement.

- a. Meaning of Confidential Information. For the purposes of this Agreement, the term “**Confidential Information**” means all information and documentation of a party that:
- 1) Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
 - 2) If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and,
 - 3) Should reasonably be recognized as confidential information of the disclosing party.

The term “Confidential Information” does not include any information or documentation that was:

- 1) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- 2) Already in the possession of the receiving party without an obligation of confidentiality;
- 3) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;

- 4) Obtained from a source other than the disclosing party without an obligation of confidentiality; or,
- 5) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this Agreement, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where:
- 1) Use of a subcontractor is authorized under this Agreement;
 - 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
 - 3) Charter Township of Ypsilanti obligates the subcontractor in a written contract to maintain MDHHS's Confidential Information in confidence.

At MDHHS's request, any employee of Charter Township of Ypsilanti or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach

or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of MDHHS, at the sole election of MDHHS, the immediate termination, without liability to MDHHS, of this Agreement or any Statement of Work corresponding to the breach or threatened breach.

- e. Surrender of Confidential Information upon Termination. Upon termination of this Agreement or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Charter Township of Ypsilanti must return State Data to MDHHS following the timeframe and procedure described further in this Agreement. Should Charter Township of Ypsilanti or MDHHS determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other party. However, MDHHS's legal ability to destroy Charter Township of Ypsilanti data may be restricted by its retention and disposal schedule, in which case Charter Township of Ypsilanti's Confidential Information will be destroyed after the retention period expires.

7.7 Records, Maintenance, Inspection, Examination, and Audit

MDHHS or its designee may audit Charter Township of Ypsilanti to verify compliance with this Agreement. Charter Township of Ypsilanti must retain, and provide to MDHHS or its designee and the auditor general upon request, all financial and accounting records related to this Agreement through the term of this Agreement and for four years after the latter of termination, expiration, or final payment under this Agreement or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Charter Township of Ypsilanti must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, MDHHS and its authorized representatives or designees have the right to enter and inspect Charter Township of Ypsilanti premises, and examine, copy, and audit all records related to this Agreement. Charter Township of Ypsilanti must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within 45 calendar days.

This Section applies to Charter Township of Ypsilanti, any parent, affiliate, or subsidiary organization of Charter Township of Ypsilanti, and any subcontractor that performs Agreement Activities in connection with this Agreement.

7.8 Conflicts and Ethics

Charter Township of Ypsilanti will uphold high ethical standards and is prohibited from:

- a. Holding or acquiring an interest that would conflict with this Agreement;
- b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
- c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
- d. Paying or agreeing to pay any person, other than employees and consultants working for Charter Township of Ypsilanti, any consideration contingent upon the award of this Agreement.

Charter Township of Ypsilanti must immediately notify MDHHS of any violation or potential violation of these standards. This Section applies to Charter Township of Ypsilanti, any parent, affiliate, or subsidiary organization of Charter Township of Ypsilanti, and any subcontractor that performs Agreement Activities in connection with this Agreement.

7.9 Compliance with Laws

Charter Township of Ypsilanti must comply with all federal, state and local laws, rules and regulations.

7.10 Governing Law

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in Michigan Court of Claims. Charter Township of Ypsilanti consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Charter Township of Ypsilanti must appoint agents in Michigan to receive service of process.

7.11 Non-Exclusivity

Nothing contained in this Agreement is intended nor will be construed as creating any requirements contract with Charter Township of Ypsilanti.

7.12 Force Majeure

Neither party will be in breach of this Agreement because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Charter Township of Ypsilanti will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, MDHHS may immediately contract with a third party.

7.13 Dispute Resolution

The parties will endeavor to resolve any Agreement dispute in accordance with this provision. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit MDHHS's right to terminate this Agreement.

7.14 Severability

If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

7.15 Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver.

7.16 Survival

The provisions of this Agreement that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Agreement.

7.17 Entire Agreement

This Agreement is the entire agreement of the parties related to the Agreement Activities. This Agreement supersedes and replaces all previous understandings and agreements between the parties for the Agreement Activities.

7.18 Agreement Modification

This Agreement may not be amended except by signed agreement between the parties. Notwithstanding the foregoing, no subsequent Statement of Work or amendment executed after the effective date will be construed to amend this Agreement unless it specifically states its intent to do so and cites the section or sections amended.

Charter Township of Ypsilanti shall, upon request of MDHHS and receipt of a proposed amendment, amend this Agreement, if and when required in the opinion of MDHHS, due to the revision of federal or state laws or regulations.

7.19 Health Insurance Portability and Accountability Act

To the extent that this act is pertinent to the services provided by the parties under this Agreement, each party assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:

- a. None of the parties will share any protected health data and information provided by the other parties that falls within HIPAA requirements except to a subcontractor as appropriate under this Agreement.
- b. If one of the parties enters into a subcontractual relationship, it must require the subcontractor not to share any protected health data and information covered by this Agreement that falls under HIPAA requirements in the terms and conditions of the subcontract.
- c. All parties must only use the protected health data and information for the purposes of this Agreement.
- d. All parties must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA

regulations. These policies and procedures must include restricting access to the protected health data and information by their employees.

- e. All parties must have a policy and procedure to report the unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which it becomes aware.
- f. Failure to comply with any of these contractual requirements may result in the termination of this Agreement.
- g. In accordance with HIPAA requirements, any party negligent in carrying out its responsibilities is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information covered by this Agreement.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE CLERK —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson
Jimmie Wilson Jr

June 21, 2023

Matthew D. Parks
OHM Advisors
34000 Plymouth Rd.
Livonia, MI 48150

Re: ***Request to approve an agreement with OHM for professional services in relation to the Ypsilanti Township ARPA Civic Center Pond Renovation***

At the regular meeting held on June 20, 2023, the Charter Township of Ypsilanti Board of Trustees approved the agreement with OHM for the professional services in relation to the Ypsilanti Township ARPA Civic Center Pond Renovation in the amount of \$51,750.00 budgeted in line item #282-901-981-030.

Please sign the attached agreement and return to the Clerk's office. Once received, we will return a fully executed copy to you.

Should you have any questions, please contact my office.

Sincerely,

A handwritten signature in blue ink that reads "Heather Jarrell Roe".

Heather Jarrell Roe
Clerk

cc: John Hines, Recreation Director
Brenda Stumbo, Supervisor
Javonna Neel, Accounting Director
Files



June 14, 2023

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

RE: Proposal for Civic Center Pond Renovation
Professional Engineering Design Services

Dear Ms. Stumbo:

We are pleased to submit this proposal for professional engineering design services for renovation of the existing pond located adjacent to the Township Civic Center. Our team has extensive experience in engineering design, specifically with pond and shoreline restoration. We are dedicated to delivering a high-quality design that meet the Township's needs and specifications.

This proposal provides key personnel and project manager contact information as well as project understanding, deliverables, schedule, and fee estimation.

PROJECT UNDERSTANDING

We have carefully reviewed the project requirements and have a comprehensive understanding of your goals and objectives. The project entails dredging the existing Civic Center Pond while increasing its depth to improve water quality overall. We would like to highlight that we had requested a geotechnical exploration be done in 2019 by G2 Consulting and have soils information provided in their geotechnical report. Those results are attached. This report will be instrumental in guiding our design decisions and ensuring the project's success.

We have noted the Township's desire for specific improvements and features, which include:

- ▶ Creating a 20-foot wide embankment along the building for lawn mowing.
- ▶ Configuring fountains to enhance aesthetics and water circulation.
- ▶ Design and alter geometry to provide easier access to the proposed fountain locations.
- ▶ Installing a valve at the pond's outlet for improved pond management.
- ▶ Stabilizing pond banks with natural stone for soil, sediment, and erosion control.
- ▶ Waterproofing the building wall adjacent to the pond.
- ▶ Providing a bentonite seal for enhanced water impermeability and detention.
- ▶ Placing quality topsoil to promote vegetation growth and enhance the pond perimeter landscape.

SCOPE

Task 1 – Preliminary Engineering Drawing Design

The data gathered from the G2 2019 Geotechnical Report, along with the conceptual 2019 vision and communication with the Township, will allow OHM to create a set of design drawings with aerial overlay. It should



be noted that a survey of the pond is recommended due to the ongoing erosion and the change in pond size as well as the desired modifications to the pond volume and shape. This will include a survey of the perimeter of the pond and spot elevations within the pond. OHM may use drone technology to survey the area above the water. These drawings will be further developed to illustrate the pond renovation work. Any notes and details necessary for specific design elements will be included along with cross-sections and detail of grading changes and embankment. These documents will serve as the plans for the project and allow contractors to understand the overall scope of work. In addition, these documents will also be reviewed with the Township personnel assigned to this project to obtain feedback. A review meeting will be held and any plan modifications discussed at the meeting will be incorporated into the drawings for the final bid package. The Township will again have an opportunity to review the plans prior to bidding.

Task 2 – Specifications and Final Bid Package Assembly

In developing the specifications, OHM will follow the Charter Township of Ypsilanti Engineering Standards and Design Specifications. These specifications will pertain to specific items such as special instructions to bidders, supplemental and technical specifications, and a method of payment for the contractor to follow. The bid package will include the bonding requirements, prevailing wage information, insurance requirements, a bid form and technical specifications. After completion of the design/specification assembly, the Township will be provided with two hard copies of the Bid Package for review along with an updated final engineer's opinion of probable cost. Final adjustments to the Bid Package will be made based on the Township comments prior to advertising and bidding.

Task 3 – Bidding

The final Bid Package will be provided to the Township to be posted on BidNet (Through the Township's Clerk's Office). OHM will assist with the bid process and conduct a bid opening. OHM can hold an onsite pre-bid conference with potential bidders, if requested by the Township. OHM will address any questions and/or any Requests for Information (RFIs) received by the bidding contractors during the bid phase. OHM will hold a bid opening at the Township on the date specified in the bid documents. Bids will be received, read aloud, collected, tabulated, and reviewed. A letter of recommendation will be provided to the Township based on price, references, and other criteria outlined in the bid documents. During this task, OHM will arrange for the SESC Permit review and prepare the permit for pickup by the awarded contractor.

DELIVERABLES

Task	Deliverable
Task 1	Preliminary Engineering Design Plans
Task 2	Final Design Plans
Task 3	Final Bidding Package (Reviewed by Township Attorney)
Task 3	Recommendation of Award Letter

It's anticipated that the design project will be awarded in July with final plans completed by August 15th, 2023. Construction plans will then be started once the concept is approved by the Township. Final bidding will be coordinated with the bidding months of October but give the contractor option to build in either Fall or Winter of 2023 or Spring 2024.

KEY PERSONNEL

This project team has been specifically selected to best meet the technical aspects of the design and facilitate coordination with the Township. G2 Consulting Group will offer geotechnical services if deemed necessary. Below is a list of key personnel and their roles on this project.



Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE	Project Manager	Management & Public Liaison
Stacie Monte / MC Moritz	Design Engineer	Design Development, CAD Processing and Permits
Matt Byrne, PE	Lead Design Engineer	Design Development and Water Resources Engineer
Ron Cavallaro, PE	Streambank Specialist, QA/QC Reviewer	QA/QC Review and Permit Review
G2 Consulting, Inc	Geotechnical Engineer	Report and Final Document Review, Geotechnical Support

ASSUMPTIONS/CLARIFICATIONS

- ▶ The Township will provide old plans or information they have on the pond, fountain and power supply for the fountain. Also, it is assumed that the adjacent land can be used for staging and set up area, including area needed for dewatering and hauling away spoils.
- ▶ This proposal includes no work to the interior of the Township Civic Center. All work is assumed to be from the exterior of the building, adjacent to the pond area only.
- ▶ Dewatering outlet will utilize the existing Township Storm System and pipe sizing and redesign of the outlet control is not included in the design. Flow rates, in/out of the pond are not proposed to change.
- ▶ The only permit assumed to be required is assumed to be an SESC permit though the Township. Additional permits or the need for an EGLE permit is not included in the scope.
- ▶ No construction phase services are included in the proposal. The Township can inspect and administer this project with their staff or OHM can submit a proposal under separate cover for consideration upon request. In general, small projects like this require approximately 12-15% of the overall construction cost to administer construction services. This can change based on the level of service provided.
- ▶ Any meetings in addition to the meetings outlined in the above scope or tasks not included in the scope of services can be requested and performed on an hourly basis. Time spent for these meetings will be charged on an hourly basis.

FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on an hourly not-to-exceed basis, in accordance with our 2023 Rate Schedule. Invoices will be sent monthly as work is performed.

Design Tasks	Design Fee
Task 1 – Survey and Engineering Design Plans (Includes \$2,500 of additional G2 Support)	\$25,500.00
Task 2 – Final Bid Package and Final Plans	\$19,500.00
Task 3 – Bidding and Permits	\$6,750.00
Total	\$51,750.00

The total fee is estimated to be \$51,750.00. Additional services can be provided on a time and material basis, as requested.

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed. This proposal by reference, uses OHM Advisors Standard Terms and Conditions that have also been used on past proposals with the Township.



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

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Brenda Stumbo 6/20/23

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

6-22-23

(Date)

June 20, 2021

(Signature)

Heather Jarrell Roe 6/21/23

(Name)

Ms. Heather Jarrell/Roe

(Title)

Township Clerk

(Date)

June 21, 2021

2023 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the Charter Township of Ypsilanti Board of Trustees, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Charter Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

IT IS FURTHER AGREED, the parties of the first part shall pay WCRC for the actual project costs incurred for the project; and

IT IS FURTHER AGREED, the WCRC will submit an invoice to the Township on August 1, 2023, for 50% of the estimated project costs. Following project completion and final accounting of the project costs, WCRC will submit the final invoice for the actual remaining unpaid costs.. The final invoice shall provide supporting detail and information, which reasonably identifies the actual project costs incurred by WCRC. The Township described herein agrees to remit payment within 30 days from receipt of WCRC invoices.

1. **Parkside Preserve of the West:**

Work to include forestry, milling the existing pavement, the placement of 2" HMA resurfacing, structure adjustments, ADA sidewalk ramp upgrades, and associated project restoration.

Roads to include:

Cottonwood Drive, Oakbrook Drive to End of Road
Creekside Circle, Maplehurst Drive to Mapleview Lane
Hickory Ridge Court, Hickory Ridge Drive to End of Road
Hickory Ridge Drive, Mapleview Lane to Creekside Circle
Maplehurst Drive, Oakridge Drive to Oakhurst Drive
Mapleview Lane, Textile Road to Creekside Circle
Oakbrook Court, Oakbrook Drive to End of Road
Oakbrook Drive, Oakridge Drive to Oakhurst Drive
Oakhurst Drive, Mapleview Lane to Maplehurst Drive
Oakridge Drive, Hitchingham Road to Mapleview Lane

Estimated project cost: \$ 630,000.00

2. **Whispering Meadows Subdivision:**

Work to include forestry, milling the existing pavement, the placement of 2" HMA resurfacing, structure adjustments, ADA sidewalk ramp upgrades, and associated project restoration.

Roads to include:

Jonquil Lane, Trillium Drive to Tamarack Lane
Lilly Drive, Lupin Court to Trillium Drive
Lupin Court, Lilly Drive to End of Road
Tamarack Lane, Jonquil Lane to Lilly Drive
Trillium Drive, Lupin Court to Tuttle Hill Road

Estimated project cost: \$ 543,000.00

3. Creekside West Subdivision:

Work to include forestry, milling the existing pavement, the placement of 2" HMA resurfacing, structure adjustments, ADA sidewalk ramp upgrades, and associated project restoration.

Roads to include:

- Amaranth Lane, Indigo Lane to Lakeview Street
- Burdock Street, Indigo Court to End of Road
- Dogwood Street, Lilly Drive to Indigo Lane
- Indigo Court, Burdock Street to End of Road
- Indigo Lane, Burdock Street to Tuttle Hill Road
- Lakeway Court, Lakeview Street to End of Road
- Lakeview Street, Merritt Road to Indigo Lane
- Loon Hollow Drive, Amaranth Lane to End of Road
- Plainview Street, Lakeview Street to Ringneck Drive
- Prairie Street, Loon Hollow Drive to Lakeview Street
- Ringneck Drive, Lakeview Street to Tuttle Hill Road
- Wing Street, Lakeview Street to Indigo Lane

Estimated project cost: \$ 680,000.00

4. Greene Farms Subdivision 2023:

Work to include forestry, milling the existing pavement, the placement of 2" HMA resurfacing, structure adjustments, ADA sidewalk ramp upgrades, and associated project restoration.

Roads to include:

- Durham Drive, Henley Drive to Greene Farm Drive
- Greene Farm Court, Greene Farm Drive to End of Road
- Henley Drive, Roxbury Drive to Roxbury Drive
- Kenton Court, Henley Drive to End of Road
- Roxbury Court, Amrhein Drive to End of Road
- Roxbury Drive, Dover Drive to Amrhein Drive

Estimated project cost: \$ 450,000.00

AGREEMENT SUMMARY

2023 LOCAL ROAD PROGRAM

Parkside Preserve of the West	\$ 630,000.00
Whispering Meadows Subdivision	\$ 543,000.00
Creekside West Subdivision	\$ 680,000.00
Greene Farms Subdivision 2023	<u>\$ 450,000.00</u>
Subtotal	<u>\$2,303,000.00</u>

Less WCRC 2022 Local Matching Funds Carryover	\$ 6,397.92
Less WCRC 2023 Local Matching Funds	\$ 279,331.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
 UNDER THIS AGREEMENT DURING 2023: **\$2,017,271.08**

FOR CHARTER TOWNSHIP OF YPSILANTI:

Brenda Stumbo
Brenda Stumbo, Supervisor 6-20-23

Heather Jarrell Roe, Clerk
Heather Jarrell Roe, Clerk 6/21/23

FOR WASHTENAW COUNTY ROAD COMMISSION:

Barbara Ryan Fuller, Chair

Sheryl Soderholm Siddall, Managing Director

DRAFT

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE CLERK —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

June 21, 2023

Sheryl Soderholm Siddal
Managing Director
Washtenaw County Road Commission
555 N. Zeeb Road
Ann Arbor, MI 48103

Re: ***Request to approve the agreement with the Washtenaw County Road Commission for the installation of three (3) speed humps on Wiard Rd.***

At the regular meeting held on June 20, 2023, the Charter Township of Ypsilanti Board of Trustees approved the agreement with the Washtenaw County Road Commission for the installation of three (3) speed humps on Wiard Rd. in the amount of \$33,790.00 budgeted in line item #101-446-982-000.

Enclosed is a copy of the agreement signed by the Township. Please return a fully executed copy to my office.

Should you have any questions, please contact my office.

Sincerely,

A handwritten signature in blue ink that reads "Heather Jarrell Roe".

Heather Jarrell Roe
Clerk

Enclosure

cc: Javonna Neel, Accounting Director
Brenda Stumbo, Supervisor
Elizabeth Cuellar, Deputy Supervisor
Adam Lape, WCRC
Files

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

THIS AGREEMENT, made and entered into this _____ day of _____, 2023 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install three (3) speed humps on Wiard Road between Michigan Avenue and Holmes Road (the "Project"); and

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

WHEREAS, the Road Commission will prepare documents for the Project; and

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$33,790.00.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

AGREEMENT SUMMARY

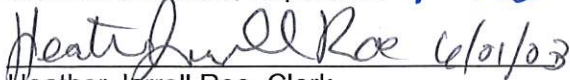
Estimated Cost

Installation of three speed humps on Wiard Road **\$33,790.00**

FOR YPSILANTI TOWNSHIP:



Brenda L. Stumbo, Supervisor 6/20/23



Heather Jarrell Roe, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

Barbara R. Fuller, Chair

Sheryl Soderholm Siddall, Managing Director

**HURON RIVER DRIVE AT LAKE CREST DRIVE PEDESTIAN CROSSING AGREEMENT
BETWEEN CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this _____ day of _____, 2023 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Township desires to improve the pedestrian crosswalk crossing Huron River Drive at Lake Crest Drive with rectangular rapid flashing beacons (the "Project"); and

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

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

WHEREAS, the Road Commission will manage the installation and modernization of the Project; and

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

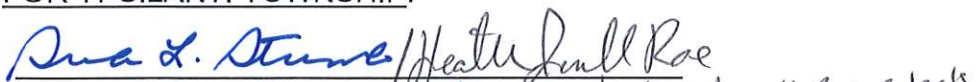
THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs of the Project, estimated to be \$26,394.20.

AGREEMENT SUMMARY

Estimated Costs

Huron River Drive at Lake Crest Drive Pedestrian Crossing, Estimated Township Costs	\$26,394.20
--	--------------------

FOR YPSILANTI TOWNSHIP:


Brenda Stumbo, Supervisor 6/20/23 Heather Jarrell Roe, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

Barbra Ryan Fuller, Chair

Sheryl Soderholm Siddall, Managing Director

WASHTENAW COUNTY ROAD COMMISSION

555 N. ZEEB ROAD
ANN ARBOR, MICHIGAN 48103

TRAFFIC CONTROL DEVICE AGREEMENT

LOCATION: Huron River Drive at Lake Crest Dr AGREEMENT NO. 1
DEVICE TYPE(S): RRFB assembly and all signage for crossing EFFECTIVE DATE OF THIS AGREEMENT: _____

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

PARTICIPATION AGREEMENT

Agency WASHTENAW COUNTY ROAD COMMISSION 0%
Agency Ypsilanti Township 100%
Agency _____
Other _____

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

It is further agreed that the agency responsible for payment of energy billings and/or leased line interconnection billings included in the operation costs, shall be the Ypsilanti Township.

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

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

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

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

Agency <u>WASHTENAW CO. ROAD COMM.</u> Signed By _____ Print Name _____ Title _____ Date _____	Agency <u>Ypsilanti Township</u> Signed By <u>Brenda L. Stumbo</u> Print Name <u>Brenda L. Stumbo</u> Title <u>Supervisor</u> Date <u>6/20/23</u>
Agency _____ Signed By _____ Print Name _____ Title _____ Date _____	Other _____ Signed By <u>Heather Jarrell Roe</u> Print Name <u>Heather Jarrell Roe</u> Title <u>Clerk</u> Date <u>6/20/23</u>

Exhibit A to Master Agreement


Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of June 2, 2023 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 March 22, 2022 (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 Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	65493201	
	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:	[Various Locations in Ypsilanti Township], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1122	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	<p><u>Underground:</u></p> <ul style="list-style-type: none"> • Convert (582) 100w HPS Basic Granvilles to 39w LED retrofit kit. • Convert (118) 100w HPS Granvilles with gold trim and Lunar optics to 39w LED retrofit kit and new glass. These (118) locations will not have the gold bands or lunar optics. • Convert (421) 100w HPS Colonials to 64w LED Colonials. <p><u>Overhead:</u></p> <ul style="list-style-type: none"> • Convert (1) 250w HPS to 136w LED 	
5. Estimated Total Annual Lamp Charges	\$302,557.95	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Annual Finance Charge if selected	See paragraph 14 below	\$ 0.00
8. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$576,838.06
	Revenue credit:	\$0.00
	CIAC Amount (cost minus revenue)	\$576,838.06
	Credit for Post Charge, if selected	\$0.00
9. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$576,838.06	
10. Term of Agreement	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.	
Special Financing Options are available – Please read stipulations within agreement and if	If Post Charge "box" is checked the Customer agrees to following term:	

<p>desired check the appropriate box below:</p> <p>Post Charge Option <input type="checkbox"/></p> <p>Finance Option <input type="checkbox"/></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>11. 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><i>Shull Ross, Clerk</i></p> <p></p>
<p>12. Customer Address for Notices:</p>	<p>Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197.</p>

13. 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 as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. 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 its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice 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 Customer's 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. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

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

14. Special Financing Options

A. Post Charge Option:

For new underground-fed installations of 5 lights or more after May 1, 2019, which require investment in excess of three times the annual revenue at the prevailing rate at the time of installation, the customer may elect to pay a post charge for each increment of \$1,000 investment required above three times the annual revenue.

Effective November 25, 2022 - For each increment of \$1,000 of investment which exceeds three times the annual revenue at the prevailing rate at the time of installation, add to rate per year an additional **\$79.44**.

B. Finance Charge Option:

As an alternative, where the required contribution exceeds \$10,000, upon agreement of the customer and the Company, the customer will pay an additional annual charge of the Company's weighted average cost of capital (6.79%) times the contribution amount in lieu of the cash contribution.

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

Company:

DTE Electric Company
By: Christopher J Hartley
DE3C40BA05224F5...

Name: Christopher J Hartley

Title: Manager-Sales & Business Development

Date: 7/9/2023

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo 

Name: Brenda L. Stumbo Heather Jarrell
Roe

Title: Supervisor/Clerk

Date: 6/20/23 6/21/23

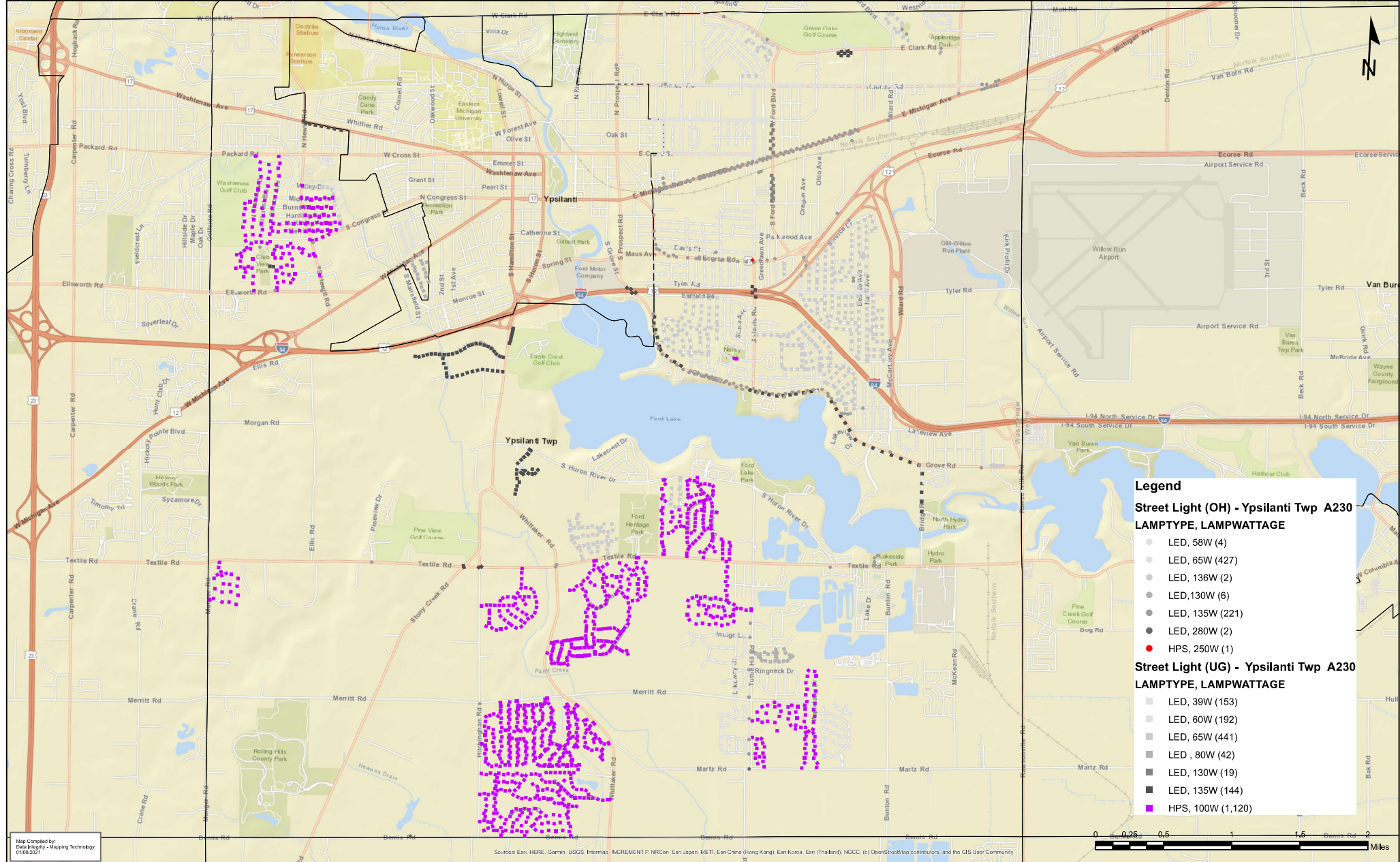
Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



Ypsilanti Township - Streetlight Locations



Map Created by:
Data Integrity - Mapping Technology
01/06/2021

Source: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

0 0.25 0.5 1 1.5 2 Miles



Stantec Consulting Michigan Inc.
1168 Oak Valley Drive, Suite 100, Ann Arbor MI 48108-9200

June 15, 2023
File: 207585033

Attention: Mr. John Hines, CPRP
Ypsilanti Township Recreation Director
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

Dear Director Hines,

**Reference: Architectural and Engineering Design Services for the Community Center Golf Course Bathroom Renovations Project
Charter Township of Ypsilanti, Washtenaw County, Michigan**

As requested, Stantec Consulting Michigan Inc. (Stantec) is pleased to submit this proposal for professional Architectural and Engineering (A/E) Design Services for the Community Center Golf Course Bathroom Renovations Project. It is our understanding these improvements will consist of renovations to two (2) restroom buildings with a total of four (4) restrooms to update the functionality of the restrooms by installing new fixtures, wall, and floor finishes, and ensuring the spaces comply with current ADA standards. Parts of the domestic plumbing distribution piping are nearing the end of their useful life and renovations will provide an opportunity to replace piping along with this project, including:

- New interior wall and floor finishes, including painting, ceramic tile, and related modifications to existing walls and ceilings;
- New plumbing fixtures, including new vanities, faucets, toilets, urinals;
- New toilet accessories;
- New light fixtures;
- Related modifications to existing wiring and light fixture controls;
- Investigate and incorporate improvements to existing sanitary sewer system.
 - It is understood that there are no known issues with water pressure, but there have been issues with sanitary lines.
- Roof replacement
- Structural condition of the existing walls and roof is unknown at this time, but will be observed as part of concept design.

SCOPE OF WORK REQUESTED

Stantec proposes to perform the following tasks as part of these services:

1. Concept Report (Phase I)

- A. The A/E will meet with Township staff to confirm project scope and requirements.
- B. Review applicable code and ADA requirements, field verify existing conditions and review available record drawings, reports, and studies.

Reference: Community Center Golf Course Bathroom Renovations Project

- C. Conduct non-destructive analysis of existing sanitary system design and capacities based on connected plumbing fixtures to determine potential recommendations. Destructive testing, digital camera investigations and other invasive investigative analysis is not provided or anticipated.
- D. Provide concept report for review and approval.

This phase is estimated to be four weeks.

2. Design Development (Phase II)

- A. Stantec proposes incorporating Design Development tasks into the Contract Document phase.

3. Contract Documents (Phase III)

- A. After final approval of the final design package from Phase I by the Township, as well as the appropriate municipal commissions and other governing bodies, the A/E will create detailed construction and specification documents for bidding purposes.
- B. Provide finishes and samples identifying materials to be incorporated into the project and meet with Township staff to present drawings and finish selections for approval.
- C. Determine phasing requirements to minimize disruption to existing spaces and allow building to be occupied throughout construction.
- D. The final contract documents shall include as a minimum: Demolition Plans, Life Safety/Code Plan, Floor Plan(s), Reflected Ceiling Plans, Interior Elevations, Details, Plumbing Plan(s) and Isometrics, Door / Window / Room Finish / Mechanical / Plumbing / Electrical schedules and diagrams, HVAC Plans, Power Plans, Lighting Plans, Lighting Controls Requirements, and the Project Manual including specifications in the CSI division format.
- E. Plan Approvals - The A/E is responsible for submitting for plan reviews to the Township including, but not limited to: Building, Mechanical, Electrical and Plumbing. Any Fire Protection and/or Fire Alarm design and submittals are to be submitted by the Licensed Contractor performing the work. The Township is waiving plan review fees for this project.

This phase is estimated to be six weeks.

4. Bidding and Contract Award (Phase IV)

- A. The A/E will assist the Township in bidding the project to prospective prime contractors.
- B. Services will include assisting the Township with the distribution of plans and specifications, assisting with sub-contractor pre-bid meetings, assisting with formulating responses to prospective bidders' questions, issuing addendums (if necessary), attendance at the bid opening, providing the Township with a recommendation for prime contract awards.

This phase is estimated to be four to six weeks.

Reference: Community Center Golf Course Bathroom Renovations Project

5. Contract Administration, Project Closeout, and Warranty (Phase V)

- A. The A/E shall be a representative of and shall advise and consult with the Township during construction until the final payment to prime contractors is due and during the correction period described in the Contract Documents.
- B. Construction Related Services - The A/E will provide on the Townships behalf, contract administration services. Services anticipated to be provided consist of attending Observation Site Visits at the job site to evaluate job progress. The number of Observation Visits is assumed to be two (2). Attend OAC meetings as established by the Contractor and Owner to review the construction schedule and outstanding items. The number of OAC meetings is assumed not to exceed 12 virtual meetings. Review of submittals and shop drawings, processing change orders and Requests for Information, processing certificates for payment to prime contractors, verifying Substantial and Final Completion, developing punch list (one (1) assumed) and confirm completion of each item with coordination with the Contractor services are anticipated. Review of warranty and project closeout documentation as provided by the Contractor anticipated. An As-Constructed set incorporating design changes during the construction phase as well as any Contractor provided markups is anticipated to be provided.

This phase is estimated to be 12 weeks.

UNDERSTANDINGS & ASSUMPTIONS

This proposal was developed under the following understandings and assumptions:

- Existing drawings to be provided.
- Excludes any permit fees, geotechnical services or any work not listed above.
- Conceptual Total Project costs are unknown.
- Assumes that existing mechanical, plumbing and electrical infrastructure is adequate to support the anticipated scope. Architectural and Engineering services are provided at the building. Any work more than 5' away from an exterior wall will require additional civil scope.
- Fire Protection scope in not anticipated.

SCHEDULE

We propose to complete the design, engineering, and permit application package per the weeks noted above after authorization. Authorization will be required prior to beginning each phase.

BUDGET

We recommend establishing a not-to-exceed budget to complete the **Task 1: Concept Report (Phase I)** Architectural and Engineering Scope of Work listed above for **\$9,000.00**.

After completion of Concept Report (Phase 1) Stantec will provide a proposal to complete the remaining Phases of work based on the agreed upon scope.

June 15, 2023
Mr. John Hines, CPRP
Page 4 of 4

Reference: Community Center Golf Course Bathroom Renovations Project

If the above proposal meets your approval, please sign this proposal letter and return a copy to our office. All work will be completed under the existing General Services Agreement between Ypsilanti Charter Township and Stantec. We sincerely appreciate the opportunity to continue to work with the Township and look forward to assisting you with these important improvements. If you should have any questions, please feel free to contact us.

Regards,

Stantec Consulting Michigan Inc.



Lindsay Woods AIA, NCARB, LEED® Green Associate
Project Manager
Phone: 248-376-7972
Lindsay.Woods@stantec.com



Mark D. Pascoe PE, LEED® AP, ENV SP
Principal
Phone: 734-214-1865
Mark.Pascoe@stantec.com

ACKNOWLEDGED AND ACCEPTED:

CHARTER TOWNSHIP OF YPSILANTI



Brenda Stumbo
Supervisor

6.20, 2023



Heather Jarrell Roe
Clerk

June 21, 2023

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Design with community in mind



Stantec Consulting Michigan Inc.
1168 Oak Valley Drive, Suite 100, Ann Arbor MI 48108-9200

June 15, 2023
File: 207585033

Attention: Mr. John Hines, CPRP
Ypsilanti Township Recreation Director
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

Dear Director Hines,

**Reference: Architectural and Engineering Design Services for the Community Center Hallway 200 and Adjacent Golf Office Renovations Project
Charter Township of Ypsilanti, Washtenaw County, Michigan**

As requested, Stantec Consulting Michigan Inc. (Stantec) is pleased to submit this proposal for professional Architectural and Engineering (A/E) Design Services for the Community Center Hallway 200 and Adjacent Golf Offices Renovations Project. It is our understanding these improvements will consist of renovations to Hallway 200 and the adjacent golf office and retail rooms to address work related to an existing plumbing piping line which has caused past damage to the subfloor and floor. Piping, subfloor and floor finishes for the hallway and offices are anticipated to be part of the scope of work. The piping in this area connects to restrooms that are being proposed to be updated in a separate project. Parts of the water distribution piping are nearing the end of their useful life and renovations will provide an opportunity to replace piping along with this project on the inside of the building. Wall and full ceiling/lighting scope is not anticipated as part of the project. Two packages are expected to be issued for bidding.

SCOPE OF WORK REQUESTED

Stantec proposes to perform the following tasks as part of these services:

1. Concept Report (Phase I)

- A. The A/E will meet with Township staff to confirm project scope and requirements.
- B. Review applicable code and ADA requirements, field verify existing conditions and review available record drawings, reports, and studies.
- C. Conduct non-destructive analysis of existing sanitary system design to determine potential recommendations. Destructive testing, digital camera investigations and other invasive investigative analysis is not provided or anticipated.
- D. Provide conceptual report for review and approval.

This phase is estimated to be four weeks.

2. Design Development (Phase II)

- A. Stantec proposes incorporating Design Development tasks into the Contract Document phase.

Reference: Community Center Hallway 200 and Adjacent Golf Office Renovations Project

3. Contract Documents (Phase III)

- A. After final approval of the final design package from Phase I by the Township, as well as the appropriate municipal commissions and other governing bodies, the A/E will create detailed construction and specification documents for bidding purposes.
- B. Provide finishes and samples identifying materials to be incorporated into the project and meet with Township staff to present drawings and finish selections for approval.
- C. Determine phasing requirements to minimize disruption to existing spaces and allow building to be occupied throughout construction.
- D. The final contract documents shall include as a minimum: Demolition Plans, Life Safety/Code Plan, Floor Plan(s), Details, Plumbing Plan(s) and Isometrics, Room Finish / Mechanical / Plumbing / Electrical schedules and diagrams, and the Project Manual including specifications in the CSI division format.
- E. Plan Approvals - The A/E is responsible for submitting for plan reviews to the Township including, but not limited to: Building, Mechanical, Electrical and Plumbing. Any Fire Protection and/or Fire Alarm design and submittals are to be submitted by the Licensed Contractor performing the work. The Township is waiving plan review fees for this project.

This phase is estimated to be six weeks.

4. Bidding and Contract Award (Phase IV)

- A. The A/E will assist the Township in bidding the project to prospective prime contractors.
- B. Services will include assisting the Township with the distribution of plans and specifications, assisting with sub-contractor pre-bid meetings, assisting with formulating responses to prospective bidders' questions, issuing addendums (if necessary), attendance at the bid opening, providing the Township with a recommendation for prime contract awards.

This phase is estimated to be four to six weeks.

5. Contract Administration, Project Closeout, and Warranty (Phase V)

- A. The A/E shall be a representative of and shall advise and consult with the Township during construction until the final payment to prime contractors is due and during the correction period described in the Contract Documents.
- B. Construction Related Services - The A/E will provide on the Townships behalf, contract administration services. Services anticipated to be provided consist of attending Observation Site Visits at the job site to evaluate job progress. The number of Observation Visits is assumed to be two (2). Attend OAC meetings as established by the Contractor and Owner to review the construction schedule and outstanding items. The number of OAC meetings is assumed not to exceed 12 virtual meetings. Review of submittals and shop drawings, processing change orders and Requests for Information, processing certificates for payment to prime contractors, verifying Substantial and Final Completion, developing punch list (one (1) assumed) and confirm completion of each item with coordination with the Contractor services are anticipated. Review of warranty and project closeout documentation as provided by the Contractor anticipated. An As-Constructed set incorporating design changes during the construction phase as well as any Contractor provided markups is anticipated to be provided.

This phase is estimated to be 12 weeks.

Reference: Community Center Hallway 200 and Adjacent Golf Office Renovations Project

UNDERSTANDINGS & ASSUMPTIONS

This proposal was developed under the following understandings and assumptions:

- Existing drawings to be provided.
- Excludes any permit fees, geotechnical services or any work not listed above.
- Conceptual Total Project costs are unknown.
- Assumes that existing mechanical, plumbing and electrical infrastructure is adequate to support the anticipated scope. Architectural and Engineering services are provided at the building. Any work more than 5' away from an exterior wall will require additional civil scope.
- Fire Protection scope is not anticipated.

SCHEDULE

We propose to complete the design, engineering, and permit application package per the weeks noted above after authorization. Authorization will be required prior to beginning each phase.

BUDGET

We recommend establishing a not-to-exceed budget to complete the **Task 1: Concept Report (Phase I)** Architectural and Engineering Scope of Work listed above for **\$11,000.00**.

After completion of Concept Report (Phase 1) Stantec will provide a proposal to complete the remaining Phases of work based on the agreed upon scope.

If the above proposal meets your approval, please sign this proposal letter and return a copy to our office. All work will be completed under the existing General Services Agreement between Ypsilanti Charter Township and Stantec. We sincerely appreciate the opportunity to continue to work with the Township and look forward to assisting you with these important improvements. If you should have any questions, please feel free to contact us.

Regards,

Stantec Consulting Michigan Inc.



Lindsay Woods AIA, NCARB, LEED® Green Associate
Project Manager
Phone: 248-376-7972
Lindsay.Woods@stantec.com



Mark D. Pascoe PE, LEED® AP, ENV SP
Principal
Phone: 734-214-1865
Mark.Pascoe@stantec.com

June 15, 2023
Mr. John Hines, CPRP
Page 4 of 4

Reference: Community Center Hallway 200 and Adjacent Golf Office Renovations Project

ACKNOWLEDGED AND ACCEPTED:

CHARTER TOWNSHIP OF YPSILANTI



Brenda Stumbo
Supervisor

6.20, 2023

 6/21/2023

Heather Jarrell Roe
Clerk

June 21, 2023

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CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2023-08

RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard to enter Rolling Hills on Friday, July 28, 2023 from 6:30pm to 7:15pm for the Oberun 5K to benefit Huron Waterloo Pathways (Border to Border Trail).

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

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

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

I, 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. 2023-08 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 20, 2023.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2023-09

RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 7, 2023 from 8:30am to 11:00am for the Run Scream Run 5K, 10K and Kid's Mile to benefit Washtenaw Promise.

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

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

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

I, 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. 2023-09 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on June 20, 2023.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2023 BUDGET AMENDMENT # 9**

June 20, 2023

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$836,924.00

Request to increase the budget for health care benefits for new employee to Assessing Department. The former employee had health care buyout. This will be funded by an appropriation for prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$14,216.00
		Net Revenues	<u><u>\$14,216.00</u></u>
Expenditures:	Health Care	101-257-719.000	\$8,791.00
	Dental	101-257-719.015	\$425.00
	Health Care Deduction	101-257-719.020	\$5,000.00
		Net Expenditures	<u><u>\$14,216.00</u></u>

Request to increase the budget for installation of a pedestrian cross walk at Huron River Dr @ Lake Crest Dr. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$26,395.00
		Net Revenues	<u><u>\$26,395.00</u></u>
Expenditures:	Highway & St Construction	101-446-982.000	\$26,395.00
		Net Expenditures	<u><u>\$26,395.00</u></u>

Request to increase the budget for installation of speed humps on Wiard Road from Michigan Avenue to Holmes Road. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$33,790.00
		Net Revenues	<u><u>\$33,790.00</u></u>
Expenditures:	Highway & St Construction	101-446-982.000	\$33,790.00
		Net Expenditures	<u><u>\$33,790.00</u></u>

Request to increase the budget for a change order increase due to additional asbestos found during demolition of the structure located at Gault Village. Homrich was awarded the base bid of \$587,000 on April 4, 2023. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$205,251.00
		Net Revenues	<u><u>\$205,251.00</u></u>
Expenditures:	Blight Removal - Gault Village	101-729-806.091	\$205,251.00
		Net Expenditures	<u><u>\$205,251.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2023 BUDGET AMENDMENT # 9**

June 20, 2023

Request a budget increase to transfer funds to the to BSRII Fund for additional road improvement. This will be funded by an appropriation of prior year fund balance.

Expenditures:	Prior Year Fund Balance	101-000-699.999	\$557,272.00
		Net Revenues	<u>\$557,272.00</u>
Expenditures:	Transfer To BSRII Fund 213	101-999-995.213	\$557,272.00
		Net Expenditures	<u>\$557,272.00</u>

206 - FIRE FUND

Total Increase \$20,000.00

Request to increase budget in the Fire Civil Service department for the cost related to hiring a new Fire Chief including testing, backgrounds, psychological, physicals and other related expenses. This will be funded by a budget increase to the interest earned.

Revenues:	Interest	206-000-699.999	\$20,000.00
		Net Revenues	<u>\$20,000.00</u>
Expenditures:	Professional Services	206-269-801.000	\$20,000.00
		Net Expenditures	<u>\$20,000.00</u>

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

Total Increase \$564,672.00

Request to increase budget for additional scope of work to be performed by OHM engineering for the Township wide road survey. This will be funded by a budget increase to the interest earned.

Revenues:	Interest	213-000-665.000	\$7,400.00
		Net Revenues	<u>\$7,400.00</u>
Expenditures:	Professional Services	213-753-801.000	\$7,400.00
		Net Expenditures	<u>\$7,400.00</u>

Request to increase the budget for road improvements. This will be funded by a transfer in of funds from the General Fund.

Revenues:	Transfer In: General Fund	213-000-699.101	\$557,272.00
		Net Revenues	<u>\$557,272.00</u>
Expenditures:	Highways & ST-Road Construction	213-446-982.000	\$557,272.00
		Net Expenditures	<u>\$557,272.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2023 BUDGET AMENDMENT # 9**

June 20, 2023

597 - COMPOST FUND

Total Increase \$6,402.00

Request to increase the budget for PTO payout at 75%. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	597-000-699.999	\$6,402.00
		Net Revenues	<u><u>\$6,402.00</u></u>
Expenditures:	Salaries - Pay out	597-590-708.004	\$5,947.00
	FICA/Medicare	597-590-715.000	\$455.00
		Net Expenditures	<u><u>\$6,402.00</u></u>

Motion to Amend the 2023 Budget (#9)

Move to increase the General Fund budget by \$836,924 to \$14,597,474 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$20,000 to \$4,828,882 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads General (BSRII) Fund budget by \$564,672 to \$4,850,975 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$6,402 to \$1,151,196 and approve the department line item changes as outlined.