

CHARTER TOWNSHIP OF  
YPSILANTI BOARD OF TRUSTEES

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*Supervisor*

**BRENDA L. STUMBO**

*Clerk*

**HEATHER JARRELL ROE**

*Treasurer*

**STAN ELDRIDGE**

*Trustees*

**RYAN HUNTER**

**JOHN P. NEWMAN II**

**GLORIA PETERSON**

**DEBBIE SWANSON**

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**September 19, 2023**

**Work Session – 5:00 pm**

**Regular Meeting – 7:00 p.m.**

**Ypsilanti Township Civic Center**

**7200 S. Huron River Drive**

**Ypsilanti, MI 48197**

# **DEPARTMENTAL REPORTS**

# CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

222 South Ford Boulevard, Ypsilanti, MI 48198

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## MONTHLY REPORT FOR AUGUST, 2023

Fire Department staffing levels are as follows:

1 Fire Marhsall	3 Shift Captains	16 Fire Fighters
3 Shift Lieutenants	1 Clerk III/Staff Support	

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to requests **537** for assistance. Of those requests, **241** were medical emergency service calls, with the remaining **218** incidents classified as non-medical and/or fire related.

Department activities for the month of August 2023:

- 1) Smoke Alarms
  - a)
  
- 2) Fire fighters received training in the following areas:
  - a) Fire Drill at Clark East Towers
  - b) Wiard's haunted house tours
  
- 3) Pub Education
  - a) Joyful Treats, Back to School Even

The Fire Marshal had these activities / events for the month of August 2023:

1. Fire Investigations:
2. Fire Investigations interview:
3. Fire Investigations follow up:
4. Food Truck Development Program:
5. Building Inspections: 25
6. Building Re-inspections: 28
7. Business Tour: 2
8. Plan Reviews: 7
9. Hood / Fire Suppression Inspections: 8
10. Meetings: 13
11. Fire Alarm Inspections: 4
12. Occupant Load Certificates: 2
13. Burn Permit: 1
14. Burn Complaints:
15. Knox Box: 1
16. Fire Drills: 1
17. Training: 2
18. Business/Community Engagement:
19. Citizen Engagement: 2
20. Building Improvement project: 1
21. New Construction Site Visit: 1
22. New hire orientation: J. Vanpelt
23. Safety Inspections:
24. Addressing: 2
25. Code Research: Weekly

The Fire Chief attended these meetings / events for the month of August 2023:

Ypsilanti Township Fire Department is in the process of hiring a new Chief.

\*\*Fire Marshal Steve Wallgren is the interim Chief at this time and handling all Chief duties until A chief is hired for the department.\*\*

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

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

This month the total fire loss, including vehicle fires, is estimated at **\$327,500.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 8/10/2023	10339 Willis	\$ .00 (Building Fire/Van Buren)
2) 8/10/2023	1550 E. Clark	\$ .00 (Cooking Fire)
3) 8/13/2023	1515 Ridge Road	\$ 0.00 (Building Fire/Superior)
4) 8/18/2023	7147 Hogan	\$ 50,000.00 (Building Fire)
5) 8/23/2023	551 Hudson Street	\$ 2,500.00 (Vehicle Fire)
6) 8/26/2023	7235 Muirfield Drive	\$ 275,000.00 (Building Fire)

Respectfully submitted,

Maria Batianis  
Charter Township of Ypsilanti Fire Department

Attachment: Image Trend Incident Type Report (Summary): 08/01/2023 – 08/31/2023

## Incident Type Report (Summary)

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
<b>Incident Type Category (FD1.21): 1 - Fire</b>						
111 - Building fire	4	0.74%	270000.00	55000.00	325000.00	99.24%
113 - Cooking fire, confined to container	1	0.19%	0.00	0.00	0.00	0.00%
131 - Passenger vehicle fire	1	0.19%	2500.00		2500.00	0.76%
151 - Outside rubbish, trash or waste fire	1	0.19%				
154 - Dumpster or other outside trash receptacle fire	1	0.19%	0.00	0.00	0.00	0.00%
160 - Special outside fire, other	1	0.19%				
	<b>Total: 9</b>	<b>Total: 1.68%</b>	<b>Total: 272500.00</b>	<b>Total: 55000.00</b>	<b>Total: 327500.00</b>	<b>Total: 100.00%</b>
<b>Incident Type Category (FD1.21): 3 - Rescue &amp; Emergency Medical Service Incident</b>						
300 - Rescue, EMS incident, other	2	0.37%				
311 - Medical assist, assist EMS crew	91	16.95%				
320 - Emergency medical service, other	58	10.80%				
321 - EMS call, excluding vehicle accident with injury	105	19.55%				
322 - Motor vehicle accident with injuries	13	2.42%				
323 - Motor vehicle/pedestrian accident (MV Ped)	3	0.56%				
324 - Motor vehicle accident with no injuries.	23	4.28%				
331 - Lock-in (if lock out , use 511 )	1	0.19%				
	<b>Total: 296</b>	<b>Total: 55.12%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)</b>						
400 - Hazardous condition, other	1	0.19%				
411 - Gasoline or other flammable liquid spill	1	0.19%				
412 - Gas leak (natural gas or LPG)	1	0.19%				
424 - Carbon monoxide incident	4	0.74%				
440 - Electrical wiring/equipment problem, other	10	1.86%				
444 - Power line down	19	3.54%				
445 - Arcing, shorted electrical equipment	5	0.93%				
461 - Building or structure weakened or collapsed	1	0.19%				
	<b>Total: 42</b>	<b>Total: 7.82%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 5 - Service Call</b>						
500 - Service call, other	11	2.05%				
520 - Water problem, other	3	0.56%				
522 - Water or steam leak	1	0.19%				
531 - Smoke or odor removal	3	0.56%				
542 - Animal rescue	1	0.19%				
550 - Public service assistance, other	4	0.74%				
551 - Assist police or other governmental agency	2	0.37%				
554 - Assist invalid	2	0.37%				
561 - Unauthorized burning	5	0.93%				
	<b>Total: 32</b>	<b>Total: 5.96%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 6 - Good Intent Call</b>						
600 - Good intent call, other	4	0.74%				
611 - Dispatched and cancelled en route	89	16.57%				
622 - No incident found on arrival at dispatch address	7	1.30%				
651 - Smoke scare, odor of smoke	3	0.56%				
	<b>Total: 103</b>	<b>Total: 19.18%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
<b>Incident Type Category (FD1.21): 7 - False Alarm &amp; False Call</b>						
700 - False alarm or false call, other	20	3.72%				
730 - System malfunction, other	1	0.19%				
733 - Smoke detector activation due to malfunction	4	0.74%				
735 - Alarm system sounded due to malfunction	4	0.74%				
736 - CO detector activation due to malfunction	6	1.12%				
740 - Unintentional transmission of alarm, other	1	0.19%				
743 - Smoke detector activation, no fire - unintentional	4	0.74%				
744 - Detector activation, no fire - unintentional	2	0.37%				
745 - Alarm system activation, no fire - unintentional	5	0.93%				
746 - Carbon monoxide detector activation, no CO	6	1.12%				
	<b>Total: 53</b>	<b>Total: 9.87%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 8 - Severe Weather &amp; Natural Disaster</b>						
800 - Severe weather or natural disaster, other	2	0.37%				
	<b>Total: 2</b>	<b>Total: 0.37%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
	<b>Total: 537</b>	<b>Total: 100.00%</b>	<b>Total: 272500.00</b>	<b>Total: 55000.00</b>	<b>Total: 327500.00</b>	<b>Total: 100.00%</b>





**Date:** September 7, 2023  
**To:** Clerk's Office  
**CC:** Brenda Stumbo, Supervisor  
**From:** Michael Saranen, Operation Manager

**Subject:** Department Report (activities in August 2023)

## Activities:

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### Ford Lake Dam (Hydro Station)

#### General Operation Summary:

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Operators had 7 after-hour call-ins for the month.

On August 28<sup>th</sup>, a rainstorm hit hard and fast dropping 3 to 7 inches of rain. The NWS listed the event as a 500-year storm and caused a sudden increase in river flow leading to the lake level rising by 9" in just a few hours.

Average precipitation for the month of is around 3.26", this year it was about 6.5".

#### Regulatory Status:

##### ***For 2023-***

- DSSMR, **Complete & Filed**
- Owners Dam Safety Program Review – In progress
- EAP annual update and test-
- EAP First Responder Training- **Complete**
- WQ Report – **Started, collecting data**
- Nuisance Plant Plan Report – **Started, report is out for comment**
- Wildlife Plan Report –
- Historical Activity Report –
- Gate Certification –
- Security Review – **Started**
- FERC Security Inspection/Compliance- TBD
- FERC Annual Dam Safety Inspection – **Complete**

- Annual DEQ Lake Operation Monitoring Report- **Complete**
- Spillway Assessment Action Plan- **Filed, addressing comments by FERC, Ongoing**
- Public Safety Plan Update- **Started**
- Fish & Sediment Analysis - **Started**

#### **Future Items:**

- Shoreline Restoration, Ford Lake Park
- PMF Study for watershed
- Part 12 Inspection - 2025
- Shoreline Erosion Survey – 2025
- Protective Relay testing – 2024
- Emergency Gen Testing – 2025
- Downstream Concrete repairs – 2025
- Sluice Gate inspection and concrete repairs – 2024
- Windows/ additional concrete repairs (powerhouse and dam) - TBD
- EAP Table Top Exercise – 2024
- EAP Rewrite - 2025

#### *Projects:*

**Concrete Repairs- Delayed**, approved by the Board to go out to bid. Construction was planned for summer 2023, however the cost came in doubled and the project will be rebid in coming months.

**Sluice Gate Stress Analysis- Delayed**, the FERC has requested a detailed study of the spillway gates. This is a common industry request from FERC as they continuously look at safety involving dams. We are currently working with engineering to develop a procedure to complete this task. This task is now planned for 2024.

**Powerhouse Service Power Upgrades-** the high voltage cable from the house transformer to the transfer switch needs to be replaced due to inadequate sizing for the load. This is planned for 2023 during station down time.

**Turbine Inspections and Maintenance-** Conduct cleaning, inspection and maintenance on turbine equipment and associated spaces. #2 was inspected and found to be satisfactory. #1 is planned in the 4<sup>th</sup> quarter of the year.

**Tailrace Safety Buoys-** Install new buoys across the spillway. With the spillway gates being automated, additional safety precautions to prevent boats from getting too close when the gates open automatically.

## Operation Summary

<b>2023</b>	<b>August</b>	<b>YTD</b>	<b>5 Year Ave.</b>
Precipitation total (inches) <sup>1</sup>	6.50	29.01	39.1
Days Online	31	241.4	359.6
Generation MWH (estimated)	728.882	6,421.433	10,728.8
Generation MWH <b>lost</b> (estimated)*	8.563	197.262	582.9

### After Hour Call In

Water levels	6	18	39
Mechanical/Electrical	2	3	4
Other	0	1	2
<b>Totals</b>	<b>8</b>	<b>22</b>	<b>45</b>

<b>Recent History</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Precipitation total (inches)	42.2	45.4	41.4	40.0	26.37
Days Online	364.2	350.6	359.7	360.0	363.5
Generation MWH (estimated)	10,635.0	12,576.7	10,722.7	10,524.5	9,185.151
Generation MWH <b>lost</b> (estimated)*	552.9	1,005.8	570.2	423.2	362.5

### After Hour Call In

Water levels	26	30	69	3	36
Mechanical/Electrical	5	3	4	9	0
Other	3	0	2	0	4
<b>Totals</b>	<b>34</b>	<b>33</b>	<b>75</b>	<b>42</b>	<b>40</b>

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

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

### Gate Spilling Summary:

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

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

### Sluice Gate Usage Summary:

Current Year <b>2023</b>	Current Year Days Spilled	Current Year Lost KWh*	Current Year Lost KW\$*	Prior Yr. Lost KW\$*
January	0	0	0	0
February	1.2	0	0	0
March	13.8	0	0	0
April	13.4	0	0	0
May	4.6	25,759	\$ 1,597	\$ 58
June	29.2	133,476	\$ 8,241	\$ 7,495
July	6.7	6,057	\$ 373	\$ 2,054
August	5.4	8,563	\$ 268	\$ 6,303
September				\$ 279
October				0
November				0
December				0
Totals	74.3	173,855	\$ 10,479	\$ 21,690

\*Estimated losses from diverting water away from generators for the **purpose of improving WQ.**

### Sargent Charles Dam

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

In 2023, this dam will get periodic safety inspection by the state, no date has been set.



# WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON  
SHERIFF

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

MARK A. PTASZEK  
UNDERSHERIFF

**To:** Brenda Stumbo, Ypsilanti Township Supervisor  
**From:** Shane Peltier, Police Services Lieutenant  
**Cc:** Ypsilanti Township Board  
Keith Flores, WCSO Police Services Commander  
Nancy Hansen, WCSO Police Services Captain  
**Date:** September 11, 2023  
**Re:** August 2023 Police Services Monthly Report

## SUMMARY:

During the month of August 2023, there were 3,537 calls for service in Ypsilanti Township, a 9% decrease in calls for service as compared to August 2022.

## OPERATIONS

During August 2023, Patrol Operations responded to calls for service, conducted traffic enforcement, and completed criminal investigations in support of our citizen's quality of life.

In the month of August 2023 there were 10 home invasions, which is a 50% decrease as compared to August 2022 (20 home invasions). In many of these incidents a domestic relationship and unauthorized entry were common. The best prevention methods for a typical residential home invasion are to keep all windows and doors locked (including vehicles in the driveway), including deadbolts, while away from home. External lighting and visual deterrents such as "Beware of Dog" or alarm signage also discourages criminals.

In the month of August 2023 there were 3 breaking and entering's. In the month of August 2022, we saw 1 breaking and entering.

In August 2023 there were 19 reported UDAA's. This is a 90% increase compared to August 2022 where there were 10 reported UDAA's. Many of these vehicle thefts occurred by the suspect gaining entry to an unlocked vehicle. Citizens are reminded to lock all vehicle doors and keep ignition keys in separate and secure areas to prevent such thefts. Valuables, if left in a vehicle, should be placed in a concealed location. The following website provides further information regarding the reduction of potential for theft of your vehicle, common vehicles targeted, and further information.

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

## YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation, and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. From a year-to-year perspective, comparing 2023 to 2022, our juvenile offenses and complaints are up 53.48% (from 129 to 198) and our runaway complaints are down 27.7% (from 54 to 39).

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



# WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON  
SHERIFF

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

MARK A. PTASZEK  
UNDERSHERIFF

## COMMUNITY ACTION TEAM

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

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

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

## CLEMIS ONLINE REPORTING

Citizens can now fill out a police report online utilizing CLEMIS' new "online reporting tool". Citizens can visit: <https://www.washtenaw.org/3439/File-a-Police-Report> to fill out an online report.

## WASHTENAW ALERT (EVERBRIDGE)

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

## HOUSE WATCH

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

## NEW FACES

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

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

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

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

# August 2023 Ypsilanti Township Call Report (WD)

City:Ypsilanti Twp-YPT



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

Month:	August
Year:	2023
City:	Ypsilanti Twp-YPT

# August 2023 Ypsilanti Township Call Report (WD)

## City:Ypsilanti Twp-YPT

CLASS	Description	Aug/2023	Aug/2022	% CHG	YTD 2023	YTD 2022	% CHG	ADULT		JUV		Total	
								Aug/2023	YTD	Aug/2022	YTD	Aug	YTD
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	1	-100%	4	6	-33.3%	1	6	0	0	1	6
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%	1	0	0%	0	1	0	0	0	1
10001	KIDNAPPING/ABDUCTION	0	1	-100%	7	7	0%	0	0	0	0	0	0
10002	PARENTAL KIDNAPPING	1	0	0%	1	2	-50%	0	0	0	0	0	0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	3	3	0%	11	15	-26.6%	0	2	0	1	0	3
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	1	1	0%	7	5	40%	0	4	0	0	0	4
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	0	0%	1	4	-75%	0	1	0	0	0	1
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%	2	0	0%	1	1	0	0	1	1
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%	0	2	-100%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	4	3	33.33%	9	15	-40%	0	3	0	0	0	3
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	3	-33.3%	10	12	-16.6%	0	2	0	0	0	2
12000	ROBBERY	2	1	100%	14	15	-6.66%	0	4	0	1	0	5
12001	ROBBERY	0	0	0%	4	3	33.33%	0	0	0	1	0	1
13001	NONAGGRAVATED ASSAULT	26	38	-31.5%	271	334	-18.8%	9	105	0	4	9	109
13002	AGGRAVATED/FELONIOUS ASSAULT	26	35	-25.7%	197	247	-20.2%	12	115	0	7	12	122
13003	INTIMIDATION/STALKING	5	16	-68.7%	57	81	-29.6%	1	8	0	0	1	8
20000	ARSON	0	2	-100%	0	5	-100%	0	0	0	0	0	0
21000	EXTORTION	1	1	0%	13	5	160%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	11	19	-42.1%	60	78	-23.0%	3	13	0	3	3	16
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	2	2	0%	19	24	-20.8%	1	4	0	0	1	4
23001	LARCENY -POCKETPICKING	0	0	0%	0	2	-100%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	0	0	0%	2	0	0%	0	0	0	0	0	0



# August 2023 Ypsilanti Township Call Report (WD)

## City:Ypsilanti Twp-YPT

CLASS	Description	Aug/2023	Aug/2022	% CHG	YTD 2023	YTD 2022	% CHG	ADULT		JUV		Total	
								Aug/2023	YTD	Aug/2022	YTD	Aug	YTD
23003	LARCENY -THEFT FROM BUILDING	7	16	-56.2%	61	89	-31.4%	0	4	0	0	0	4
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%	0	1	-100%	0	0	0	0	0	0
23005	LARCENY -THEFT FROM MOTOR VEHICLE	16	16	0%	153	137	11.67%	1	1	0	0	1	1
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	5	-80%	27	33	-18.1%	0	0	0	0	0	0
23007	LARCENY -OTHER	16	11	45.45%	74	57	29.82%	0	0	0	0	0	0
24001	MOTOR VEHICLE THEFT	19	10	90%	91	81	12.34%	0	6	0	1	0	7
24002	MOTOR VEHICLE THEFT	1	2	-50%	1	4	-75%	0	0	0	0	0	0
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%	14	15	-6.66%	0	1	0	1	0	2
25000	FORGERY/COUNTERFEITING	3	2	50%	15	21	-28.5%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	3	6	-50%	50	45	11.11%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	9	3	200%	46	39	17.94%	0	0	0	0	0	0
26005	FRAUD -WIRE FRAUD	0	1	-100%	8	8	0%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	1	10	-90%	57	55	3.636%	0	1	0	0	0	1
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	0%	0	1	-100%	0	0	0	0	0	0
27000	EMBEZZLEMENT	0	2	-100%	7	9	-22.2%	0	0	0	0	0	0
28000	STOLEN PROPERTY	3	4	-25%	17	15	13.33%	2	8	0	3	2	11
29000	DAMAGE TO PROPERTY	21	42	-50%	213	248	-14.1%	4	17	0	0	4	17
30001	RETAIL FRAUD -MISREPRESENTATION	0	0	0%	6	1	500%	0	1	0	0	0	1
30002	RETAIL FRAUD -THEFT	1	6	-83.3%	49	39	25.64%	0	3	0	0	0	3
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	3	5	-40%	65	92	-29.3%	0	24	0	0	0	24
35002	NARCOTIC EQUIPMENT VIOLATIONS	0	1	-100%	10	20	-50%	0	1	0	0	0	1
37000	OBSCENITY	0	2	-100%	5	9	-44.4%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	9	10	-10%	77	62	24.19%	3	32	1	3	4	35
52003	WEAPONS OFFENSE -OTHER	0	5	-100%	26	28	-7.14%	0	4	0	1	0	5
72000	ANIMAL CRUELTY	0	0	0%	6	10	-40%	0	0	0	0	0	0

# August 2023 Ypsilanti Township Call Report (WD)

## City:Ypsilanti Twp-YPT

CLASS	Description	Aug/2023	Aug/2022	% CHG	YTD 2023	YTD 2022	% CHG	ADULT		JUV		Total	
								Aug/2023	YTD	Aug/2022	YTD	Aug	YTD
<b>Group A Totals</b>		<b>197</b>	<b>285</b>	<b>-30.8%</b>	<b>1768</b>	<b>1981</b>	<b>-10.7%</b>	<b>38</b>	<b>372</b>	<b>1</b>	<b>26</b>	<b>39</b>	<b>398</b>
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%	2	3	-33.3%	0	0	0	0	0	0
26006	FRAUD -BAD CHECKS	2	1	100%	7	7	0%	0	3	0	0	0	3
36004	SEX OFFENSE -OTHER	2	2	0%	6	8	-25%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	1	2	-50%	29	25	16%	0	2	0	0	0	2
38002	FAMILY -NONSUPPORT	0	0	0%	1	0	0%	0	0	0	0	0	0
38003	FAMILY -OTHER	2	0	0%	4	0	0%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	1	0	0%	9	8	12.5%	0	1	0	0	0	1
48000	OBSTRUCTING POLICE	16	18	-11.1%	119	121	-1.65%	6	20	0	2	6	22
49000	ESCAPE/FLIGHT	0	0	0%	1	0	0%	0	0	0	0	0	0
50000	OBSTRUCTING JUSTICE	10	29	-65.5%	143	181	-20.9%	2	35	0	1	2	36
53001	DISORDERLY CONDUCT	2	6	-66.6%	12	12	0%	0	4	0	0	0	4
53002	PUBLIC PEACE -OTHER	0	0	0%	3	5	-40%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	0	1	-100%	0	10	-100%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	10	15	-33.3%	102	168	-39.2%	7	74	0	1	7	75
55000	HEALTH AND SAFETY	6	0	0%	26	14	85.71%	0	0	0	0	0	0
57001	TRESPASS	0	2	-100%	16	12	33.33%	0	1	0	0	0	1
58000	SMUGGLING	0	0	0%	1	4	-75%	0	0	0	0	0	0
61000	TAX/REVENUE	0	0	0%	0	1	-100%	0	0	0	0	0	0
62000	CONSERVATION	0	1	-100%	0	1	-100%	0	0	0	0	0	0
63000	VAGRANCY	0	0	0%	2	0	0%	0	0	0	1	0	1
70000	JUVENILE RUNAWAY	6	6	0%	39	54	-27.7%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	3	1	200%	18	23	-21.7%	0	0	0	0	0	0
<b>Group B Totals</b>		<b>61</b>	<b>84</b>	<b>-27.3%</b>	<b>540</b>	<b>657</b>	<b>-17.8%</b>	<b>15</b>	<b>140</b>	<b>0</b>	<b>5</b>	<b>15</b>	<b>145</b>
2800	JUVENILE OFFENSES AND COMPLAINTS	35	12	191.6%	198	129	53.48%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	12	29	-58.6%	150	164	-8.53%	0	1	0	0	0	1
3000	WARRANTS	23	59	-61.0%	273	367	-25.6%	15	151	0	4	15	155

# August 2023 Ypsilanti Township Call Report (WD)

## City:Ypsilanti Twp-YPT

CLASS	Description	Aug/2023	Aug/2022	% CHG	YTD 2023	YTD 2022	% CHG	ADULT		JUV		Total	
								Aug/2023	YTD	Aug/2022	YTD	Aug	YTD
3100	TRAFFIC CRASHES	124	110	12.72%	859	861	-0.23%	0	1	0	0	0	1
3200	SICK / INJURY COMPLAINT	200	207	-3.38%	1690	1484	13.88%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	759	813	-6.64%	6046	6094	-0.78%	0	0	0	0	0	0
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	1	6	-83.3%	13	14	-7.14%	0	0	0	0	0	0
3500	NON - CRIMINAL COMPLAINTS	954	984	-3.04%	7321	7334	-0.17%	0	0	0	4	0	4
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	984	1105	-10.9%	8720	9203	-5.24%	0	0	0	0	0	0
3800	ANIMAL COMPLAINTS	81	93	-12.9%	601	579	3.799%	0	0	0	0	0	0
3900	ALARMS	96	141	-31.9%	883	1061	-16.7%	0	0	0	0	0	0
<b>Group C Totals</b>		<b>3269</b>	<b>3559</b>	<b>-8.14%</b>	<b>26754</b>	<b>27290</b>	<b>-1.96%</b>	<b>15</b>	<b>153</b>	<b>0</b>	<b>8</b>	<b>15</b>	<b>161</b>
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	3	11	-72.7%	0	0	0	0	0	0
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	3	1	200%	0	0	0	0	0	0
4200	PARKING CITATIONS	0	2	-100%	7	10	-30%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	1	0	0%	3	1	200%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	28	21	33.33%	165	152	8.552%	0	0	0	0	0	0
4600	LIQUOR CITATIONS / SUMMONS	0	0	0%	1	0	0%	0	0	0	0	0	0
<b>Group D Totals</b>		<b>29</b>	<b>23</b>	<b>26.08%</b>	<b>182</b>	<b>175</b>	<b>4%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
5100	18A STATE CODE FIRE CLASSIFICATIONS	0	0	0%	0	2	-100%	0	0	0	0	0	0
<b>Group E Totals</b>		<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>2</b>	<b>-100%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
6000	MISCELLANEOUS ACTIVITIES (6000)	57	57	0%	338	345	-2.02%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	88	94	-6.38%	699	781	-10.4%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	4	3	33.33%	40	34	17.64%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	3	2	50%	49	36	36.11%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	2	2	0%	14	4	250%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	48	49	-2.04%	339	306	10.78%	0	0	0	0	0	0
<b>Group F Totals</b>		<b>202</b>	<b>207</b>	<b>-2.41%</b>	<b>1479</b>	<b>1506</b>	<b>-1.79%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>City : Ypsilanti Twp Totals</b>		<b>3758</b>	<b>4158</b>	<b>-9.62%</b>	<b>30723</b>	<b>31611</b>	<b>-2.80%</b>	<b>68</b>	<b>665</b>	<b>1</b>	<b>39</b>	<b>69</b>	<b>704</b>



## YPSILANTI TOWNSHIP MONTHLY POLICE SERVICES DATA

### August 2023

JERRY L. CLAYTON  
SHERIFF

Incidents	Month 2023	Month 2022	% Change	YTD 2023	YTD 2022	% Change
Traffic Stops	844	965	-13%	7683	8216	-6%
Citations	180	387	-53%	1995	3090	-35%
Drunk Driving (OWI)	9	9	0%	80	99	-19%
Drugged Driving (OUID)	0	4	-	14	59	-76%
<b>Calls for Service Total</b>	3537	3896	-9%	28885	29849	-3%
<b>Calls for Service</b> <i>(Traffic stops and non-response medicals removed)</i>	2208	2459	-10%	17265	18214	-5%
Robberies	2	1	100%	18	18	0%
Assaultive Crimes	62	81	-23%	501	632	-21%
Home Invasions	10	20	-50%	66	85	-22%
Breaking and Entering's	3	1	200%	13	17	-24%
Larcenies	40	47	-15%	317	308	3%
Vehicle Thefts	19	10	90%	93	79	18%
Traffic Crashes	73	80	-9%	626	690	-9%
Medical Assists	47	42	12%	383	428	-11%
Animal Complaints <i>(ACO Response)</i>	46	33	39%	427	160	167%
<b>In/Out of Area Time</b>	<b>Month</b> <i>(minutes)</i>	<b>YTD</b> <i>(minutes)</i>	+ = Positive Change - = Negative Change			
Into Area Time	1769	12280				
Out of Area Time	5035	20890				
Investigative Ops (DB)	41140	299395				
Secondary Road Patrol	2425	10305				
County Wide	260	9502				
	<b>Hours Accum.</b>	<b>Hours Used</b>				
Banked Hours	892	TBD	1759.75			



## Out of Area Time

For: 08/01/2023 thru 08/31/2023



Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration in Minutes	Start Date
YPSILANTI TWP	YPSILANTI CITY	WDROYJ	WASHTENAW AVE	BACKUP DISPATCHED CALLS	230062792	REQ BY YPD FOR ASSISTANCE WITH CMH CLT WHO IS CALLING 911 IN DISTRESS DUE TO FAMILY TROUBLE. MADE CONTACT WITH TL WHO IS UPSET THAT ROOMMATE ATE THEIR ICE CREAM ON PURPOSE; RE-DIRECTED TL THAT THEY ARE MOVING SOON TO THEIR NEW APARTMENT AND DISCUSSED WAYS TO AVOID CONFLICT WITH ROOMMATE UNTIL MOVE. WILL UPDATE CMH TX TEAM ON CONTACT TONIGHT	01:45:00	35	8/3/2023
YPSILANTI TWP	YPSILANTI CITY	WDROYJ	S HURON ST	BACKUP DISPATCHED CALLS	230062799	OVERHEARD CALL OF FEMALE MATCHING DESCRIPTION OF SOMEONE CMH/PATH IS LOOKING FOR, OBSERVED DW ON SCENE BUT FLED ON BIKE BEFORE CONTACT MADE. UPDATE PATH ON LOCATION  MADE CONTACT WITH RP ON SCENE WHO ADVISED DW STOLE HIS FOOD, PROVIDED BAG OF FOOD	02:20:00	20	8/3/2023
YPSILANTI TWP	SALINE CITY	WDLEWISN	SALINE, WOODLAND DR.	BACKUP DISPATCHED CALLS		RESPOND TO DISPATCHED MASS SHOOTING, LT. PELTIER APPROVED	11:00:00	60	8/3/2023
YPSILANTI TWP	SALINE CITY	WDROBERTSB	WOODLAND DR E	BACKUP DISPATCHED CALLS		Active shooter, multiple victims, Sgt Bynum, 23-62882	11:20:00	30	8/3/2023
YPSILANTI TWP	SALINE CITY	WDPEARSONA	WOODLAND DR E	BACKUP DISPATCHED CALLS	230062882	HOMICIDE; SGT BYNUM	11:25:00	20	8/3/2023
YPSILANTI TWP	SALINE CITY	WDWOOLLAMJS	WOODLAND DR E	BACKUP DISPATCHED CALLS	230062882	ASSIST SALINE WITH SHOOTING (SGT. BYNUM)	11:25:00	20	8/3/2023
YPSILANTI TWP	YPSILANTI CITY	WDPEARSONA	HARRIET ST/FRST AVE	BACKUP DISPATCHED CALLS	230063011	SHOOTING/COUNTY CHASED SUSPECT VEH INTO WAYE COUNTY/ ASSIST WITH K-9 TRACK/ SGT PENNINGTON	19:55:00	125	8/3/2023
YPSILANTI TWP	YPSILANTI CITY	WDSILLERB	HARRIET ST/FRST AVE	BACKUP DISPATCHED CALLS	230063011	FLEEING SHOOTING SUSPECTS CHASED / APPROVED BY SGT PENNINGTON	19:55:00	110	8/3/2023
YPSILANTI TWP	YPSILANTI CITY	WDROYJ	W MICHIGAN AVE	BACKUP DISPATCHED CALLS	230063034	DUE TO YPD UNITS BEING TIED UP ON SHOOTING AND OUR PROXIMITY TO SCENE CRU RESPONDED ADE CONTACT WITH FEMALE WHO WAS UNCONCIOUS ON SIDEWALK BYSTANDER REPORTS SHE WAS STANDING THERE AND FELL OVER CLT NOT ORIENTED TO PLACE/TIME/SITUATION TOT HVA TO TRINITY	21:20:00	20	8/3/2023
YPSILANTI TWP	SUPERIOR TWP	WDMIZERK	E HURON RIVER DR	BACKUP DISPATCHED CALLS	230063174	DISP: ASSIST SUT WITH SUBJECT MAKING THREATS - OK PER 626	11:50:00	25	8/4/2023
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDPACHECOGARCIA	W MICHIGAN AVE/CARPENTER RD	TRAFFIC STOP	230063258	PITTSFIELD WRONG WAY DRIVER, AVOIDED TRAFFIC STOP AND RESISTED ARREST	16:25:00	40	8/4/2023
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDPACHECOGARCIA	UPON MICHIGAN AVE and AT/NEAR C	CITATIONS		IMPROPER LANE	17:10:00	0	8/4/2023
YPSILANTI TWP	OUT OF COUNTY	WDROBERTSG	LOHR RD	K9 DETAIL	230063284	AST VAN BUREN ON HOMICIDE ARTICLE SEARCH 23-63284 APV SGT ARTS	17:40:00	50	8/4/2023
YPSILANTI TWP	SUPERIOR TWP	WDHANNAHK	RIDGE RD	BACKUP DISPATCHED CALLS	230063388	ASSIST SOLO SUPERIOR TWP. CAR, OTHER CARS TIED UP ON SHOOTING. SGT. HOGAN APPROVED.	02:45:00	15	8/5/2023
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDROBERTSG	WASHTENAW AVE	K9 DETAIL	230063576	AST PITTSFIELD ON FA SUSPECT TRACK APV SGT. ARTS	18:00:00	40	8/5/2023
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDHEATHV	WASHTENAW AVE	BACKUP DISPATCHED CALLS	230063580	ASSIST PTPD WITH PERIMETER FOR FA K9 TRACK- APPROVED BY SGT ARTS	18:10:00	15	8/5/2023
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDSILLERB	WASHTENAW AVE	BACKUP DISPATCHED CALLS	230063580	ASSIST PITTSFIELD TWP WITH PERIMETER FOR K-9 TRACK OF FA SUSPECT / APPROVED BY SGT ARTS	18:10:00	15	8/5/2023
YPSILANTI TWP	SUPERIOR TWP	WDCOUCKED	STEPHENS DR/HEATHER DR	BACKUP DISPATCHED CALLS	230063585	PER SGT ARTS, SHOTS HEARD BY DEPUTIES; CHECKED AREA	18:20:00	15	8/5/2023
YPSILANTI TWP	YPSILANTI CITY	WDVANDERROESTB	W CROSS ST/N WASHINGTON ST	TRAFFIC STOP	230063680	TS // WRONG WAY IN ONE WAY ZONE	01:05:00	15	8/6/2023
YPSILANTI TWP	YPSILANTI CITY	WDBELLASE	HIGH ST/N GROVE ST	BACK-UP TRAFFIC STOP	230063690	YPD OFFICER ASKING FOR MORE UNITS ON TRAFFIC STOP PER SGT HOGAN	02:45:00	10	8/6/2023
YPSILANTI TWP	YPSILANTI CITY	WDPACHECOGARCIA	HIGH ST/N GROVE ST	BACKUP DISPATCHED CALLS	230063690	AOD YPD SPANISH ASSIST SGT, HOGAN APPROVED	02:45:00	10	8/6/2023
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDMIZERK	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	230063723	DISP: ASSIST OIC - OK PER SGT ARTS DUE TO HOMICIDAL/SUICIDAL STATEMENTS AND ONLY 1 SUT UNIT AVAIL.	09:50:00	45	8/6/2023
YPSILANTI TWP	OUT OF COUNTY	WDROBERTSG	VAN BUREN ESTATES	K9 DETAIL	230063751	K9 AST VAN BUREN ON HOMICIDE SUSPECT BARRICADED WITH GUN APV SGT ARTS	12:00:00	150	8/6/2023
YPSILANTI TWP	YPSILANTI CITY	WDCLARKA	W MICHIGAN AVE	BACKUP DISPATCHED CALLS	230064392	Backup YPSILANTI CITY FOR POSSIBLE SUICIDE SGT PENNINGTON APPROVAL	19:50:00	5	8/8/2023
YPSILANTI TWP	YPSILANTI CITY	WDWOOLLAMJS	W MICHIGAN AVE	BACKUP DISPATCHED CALLS	230064392	ASSIST YPD WITH ARMED SUICIDAL (SGT. PENNINGTON)	19:50:00	5	8/8/2023



# Out of Area Time

For: 08/01/2023 thru 08/31/2023



YPSILANTI TWP	ST JOSEPH HOSPITAL	WDBECHTOLG	E HURON RIVER DR	BACKUP DISPATCHED CALLS	230064464	ASSISTED YPSI CITY WITH A ST JOES WALK OUT/HE HAD MULTIPLE FELONY WARRANTS AND FELD FROM THE HOSPITAL ON FOOT I WAS ON SCENE DUE TO ANOTHER TWP CASE/ SGT PENNINGTON APPROVED	04:35:00	25	8/9/2023
YPSILANTI TWP	SUPERIOR TWP	WDCOUCKED	E CLARK RD	DISPATCHED CALLS	230064820	PER SGT ARTS, NO AVAILABLE UNITS, CHECKED AREA FOR LOOSE DOG, UTU/GOA	11:45:00	10	8/10/2023
YPSILANTI TWP	YPSILANTI CITY	WDHEATHV	HURON RIVER DR	BACKUP DISPATCHED CALLS	230065016	ASSIST YPD/EMU W FOOT PURSUIT OF LFAVATTEMPT UDAAL- APPROVED BY SGT CRATS	23:50:00	20	8/10/2023
YPSILANTI TWP	YPSILANTI CITY	WDHEATHV	HARRIET ST/S ADAMS ST	TRAFFIC STOP	230065054	vehicle ran solid red light in front of my green- suspected 3500 activity and poss 3500 located- approved by sgt crats	03:40:00	35	8/11/2023
YPSILANTI TWP	YPSILANTI CITY	WDHOWARDS	SPRING ST/S HURON ST	DISPATCHED CALLS	230065369	DRIVING THROUGH CITY TO GET INTO TWP AND OBSERVED MALE WITH AN AXE IN THE ROAD - PETITIONED TO ST JOES - APPROVED BY SGT PENNINGTON	04:20:00	50	8/12/2023
YPSILANTI TWP	YPSILANTI CITY	WDPEARSONA	W MICHIGAN AVE/N ADAMS ST	BACKUP DISPATCHED CALLS	230065411	ASSIST WITH A HOME INVASION SUSPECT THAT FLED FROM YPD; SGT HOUK	09:00:00	25	8/12/2023
YPSILANTI TWP	YPSILANTI CITY	WDTRASKOSR	HILYARD ROBINSON WAY	BACKUP DISPATCHED CALLS	230065557	ASSISTED YPD WITH HOME INVASION / APPROVED SGT, HOUK	19:15:00	10	8/12/2023
YPSILANTI TWP	YPSILANTI CITY	WDCLARKA	HILYARD ROBINSON WAY	BACKUP DISPATCHED CALLS	230065557	Possible in progress B&E Sgt Pennington approval	19:20:00	15	8/12/2023
YPSILANTI TWP	SUPERIOR TWP	WDWOOLLAMSJ	DOVER CT	BACKUP DISPATCHED CALLS	230065559	ASSIST DEPUTY HOWARD WITH RA SUSPECT (SGT, HOUK)	19:25:00	10	8/12/2023
YPSILANTI TWP	SUPERIOR TWP	WDBURTOND	SHEFFIELD DR	BACKUP DISPATCHED CALLS	230065690	BU FOR DOMESTIC IN SUPERIOR TWP APPROVED BY SGT BYNUM	08:25:00	60	8/13/2023
YPSILANTI TWP	OUT OF COUNTY	WDCCLARKA	S B4 SERVICE DR/DENTON RD	BACKUP DISPATCHED CALLS	230065792	ASSIST VAN BUREN TOWNSHIP Plane Crash SGT BYNUM APPROVAL 23-65792	16:30:00	150	8/13/2023
YPSILANTI TWP	OUT OF COUNTY	WDTRASKOSR	S B4 SERVICE DR/DENTON RD	BACKUP DISPATCHED CALLS	230065792	MUTUAL AID TO VANBUREN / PLANE CRASH / APPROVED BYNUM	16:30:00	210	8/13/2023
YPSILANTI TWP	YPSILANTI CITY	WDCCLARKA	S GROVE ST	BACKUP DISPATCHED CALLS	230065880	Assist Ypsilanti City Domestic Violence Sgt Pennington approval / YPD Request Assistance 23-65880	22:35:00	30	8/13/2023
YPSILANTI TWP	YPSILANTI CITY	WDSHANKLANDC	S GROVE ST	BACKUP DISPATCHED CALLS	230065880	PER SGT PENNINGTON LARGE CROWD GATHERED PEOPLE BEING DISORDERLY	22:35:00	30	8/13/2023
YPSILANTI TWP	YPSILANTI CITY	WDHOWARDS	S GROVE ST	BACKUP DISPATCHED CALLS	230065880	10 SUBJECTS YELLING AND FIGHTING - LAST WEEK PEOPLE SHOOTING - YPSI CITY NEEDED MORE BACK UP ON ARRIVAL - APPROVED BY SGT, PENNINGTON	22:40:00	20	8/13/2023
YPSILANTI TWP	YPSILANTI CITY	WDCCLARKA	Huron St/ E Cross St	DISPATCHED CALLS	230065885	Citizen Assist man was half naked and shoeless running and confused, Gave him a ride home,	23:30:00	10	8/13/2023
YPSILANTI TWP	SUPERIOR TWP	WDCUSOJ	RIDGE RD	BACKUP DISPATCHED CALLS	230065999	ASSIST SUT UNIT ON FAMILY TROUBLE; ONLY 1 SUT UNIT AVAILABLE; OK PER SGT, ARTS,	13:30:00	30	8/14/2023
YPSILANTI TWP	YPSILANTI CITY	WDCUSOJ	S HURON ST	BACKUP DISPATCHED CALLS	230066100	REPORTED ACTIVE FIGHT; 703 IN THE AREA WENT ARRIVAL BY HIMSELF/USE OF FORCE; APPROVED BY SGT CRATSENBURG,	19:25:00	10	8/14/2023
YPSILANTI TWP	YPSILANTI CITY	WDCUSOJ	HAWKINS ST/HARRIET ST	TRAFFIC STOP	230066323	VEHICLE UNABLE TO SAFELY OPERATE ON THE ROADWAY; VEHICLE SMOKING AND WHEEL CLOSE TO FALLING OFF,	17:40:00	20	8/15/2023
YPSILANTI TWP	SUPERIOR TWP	WDPEARSONA	ASPEN LN	DISPATCHED CALLS	230066494	ASSIGNED A LEN THAT WAS MEANT FOR SUT BUT DID ALL THE WORK BEFORE REALZING IT WAS OUT OF AREA; SGT BYNUM	11:50:00	10	8/16/2023
YPSILANTI TWP	YPSILANTI CITY	WDGOMBOSJ	S HURON ST/SPRING ST	BACKUP DISPATCHED CALLS	230066671	BACK CITY ON POSSIBLE SUICIDE IN PROGRESS THOMPSON MONITORING METRO EAST	22:35:00	15	8/16/2023
YPSILANTI TWP	YPSILANTI CITY	WDSIMMST	HURON RIVER DR/LEFORGE RD	TRAFFIC STOP	230066712	UNAVOIDABLE / WRONG WAY INTOX DRIVER / SGT THOMPSON	02:35:00	120	8/17/2023
YPSILANTI TWP	YPSILANTI CITY	WDCUSOJ	HURON RIVER DR/LEFORGE RD	BACK-UP TRAFFIC STOP	230066712	BACKED UP YPT UNIT ON A STOP, REQUESTED PBT, OWI ARREST,	02:40:00	25	8/17/2023
YPSILANTI TWP	YPSILANTI CITY	WDCUSOJ	N HURON ST/PEARL ST	TRAFFIC STOP	230066718	UNAVOIDABLE TRAFFIC VIOLATION; RAN RED LIGHT AT S HURON ST/E MICHIGAN AVE	03:05:00	10	8/17/2023
YPSILANTI TWP	SUPERIOR TWP	WDHOWARDS	LAKEVIEW CT	BACKUP DISPATCHED CALLS	230067021	POSSIBLE B&E / ONLY 1 SUT UNIT / APPROVED BY SGT PENNINGTON	05:45:00	20	8/18/2023
YPSILANTI TWP	YPSILANTI CITY	WDHEATHV	CASLER ST/SPRING ST	TRAFFIC STOP	230067570	POSS OWI DRIVER / FAILED TO YIELD TO RIGHT OF WAY	01:25:00	10	8/20/2023
YPSILANTI TWP	SUPERIOR TWP	WDZEHELD	SHEFFIELD DR	BACKUP DISPATCHED CALLS	230067607	BACK UP DEP HILL ON ALARM - PER SGT HOGAN	05:20:00	20	8/20/2023
YPSILANTI TWP	OUT OF COUNTY	WDCAMPAGIORNIM	BEMIS RD/LCHR RD	BACKUP DISPATCHED CALLS	230067686	ASSIST VBPD WITH PURSUIT / FLEEING SUSPECT, SGT, BYNUM	14:55:00	90	8/20/2023



# Out of Area Time

For: 08/01/2023 thru 08/31/2023



YPSILANTI TWP	OUT OF COUNTY	WDCUSOJ	BEMIS RD/LOHR RD	BACKUP DISPATCHED CALLS	230067686	ASSIST VAN BUREN TWP WITH PURSUIT / ARMED SUBJECT THREATENING LAW ENFORCEMENT AND LOCAL RESIDENTS; OK PER SGT. BYNUM,	15:05:00	85	8/20/2023
YPSILANTI TWP	OUT OF COUNTY	WDCOUCKED	BEMIS RD/LOHR RD	BACKUP DISPATCHED CALLS	230067686	per Sgt Bynum, assist van Buren with chase, armed subject, possible barricaded subject	15:10:00	85	8/20/2023
YPSILANTI TWP	OUT OF COUNTY	WDMIZERK	BEMIS RD/LOHR RD	BACKUP DISPATCHED CALLS	230067686	DISP- ASSIST VB TWP PD WITH PURSUIT - OK PER SGT BYNUM	15:10:00	80	8/20/2023
YPSILANTI TWP	OUT OF COUNTY	WDBECHTOLG	BEMIS RD/LOHR RD	BACKUP DISPATCHED CALLS	230067686	VANBUREN CHASED HOMICIDAL/SUICIDAL SUSPECT WITH A GUN ON FB LIVE/ ASSISTED FOR OFFICER SAFETY AND CHASE CAME TOWARDS THE COUNTY AND ENDED JUST EAST/SGT BYNUM APPROVED	15:25:00	70	8/20/2023
YPSILANTI TWP	OUT OF COUNTY	WDROBERTSG	VAN BUREN TWP	K9 DETAIL		AST ON HOMICIDAL/SUICIDAL K9 DETAIL APV SGT BYNUM	16:00:00	90	8/20/2023
YPSILANTI TWP	YPSILANTI CITY	WDSHANKLANDC	W CROSS ST/N SUMMIT ST	TRAFFIC STOP	230067803	629 Hogan wrong way driver,	03:00:00	165	8/21/2023
YPSILANTI TWP	YPSILANTI CITY	WDBURTOND	W CROSS ST	BACKUP DISPATCHED CALLS	230067811	ASSIST YPSILANTI CITY WITH AREA CHECK FOR OCCUPIED UDAA, CHECKED THE AREA OF WASHTEAW AVE FOR SUSPECT WHO FLED FROM VEHICLE ON FOOT APPROVED BY SGT HOGAN	05:55:00	15	8/21/2023
YPSILANTI TWP	YPSILANTI CITY	WDHEATHV	W CROSS ST	BACKUP DISPATCHED CALLS	230067811	ASSIST YPD WITH FRESH UDAA- APPROVED BY SGT HOGAN- UDAA SUSPECT FLED ON FOOT AFTER DITCHING VEHICLE IN YPT NEAR STEVENS DR	05:55:00	15	8/21/2023
YPSILANTI TWP	SUPERIOR TWP	WDKELLEYW	WARD BLVD	DISPATCHED CALLS	230067879	HANDLE CALL PER SGT HOUK DUE TO SUPERIOR UNITS BEING ON A FATAL CRASH	13:10:00	15	8/21/2023
YPSILANTI TWP	SUPERIOR TWP	WDROYJ	HIGH MEADOW DR	BACKUP DISPATCHED CALLS	230068035	BACK UP UNITS ON REPORTING DOUBLE SHOOTING	23:50:00	100	8/21/2023
YPSILANTI TWP	SUPERIOR TWP	WDCLARKA	HIGH MEADOW DR	BACKUP DISPATCHED CALLS	230068035	Shooting 23-68035 Sgt Thompson Approval Superior Township	00:20:00	70	8/22/2023
YPSILANTI TWP	SUPERIOR TWP	WDVANDUSSENK	HIGH MEADOW DR	BACKUP DISPATCHED CALLS	230068035	BACKED ON SHOOTING APPROVED BY SGT THOMPSON	00:25:00	25	8/22/2023
YPSILANTI TWP	SUPERIOR TWP	WDSMMST	HIGH MEADOW DR	BACKUP DISPATCHED CALLS	230068035	SHOOTING / ASSIST SUT / SGT THOMPSON	00:40:00	25	8/22/2023
YPSILANTI TWP	SUPERIOR TWP	WDROYJ	High Meadow Dr	BACKUP DISPATCHED CALLS		REQ BY SGT THOMPSON TO RETURN FOR SCENE SECURITY DUE TO ACTIVE INV ON A DOUBLE SHOOTING SCENE	01:45:00	60	8/22/2023
YPSILANTI TWP	SUPERIOR TWP	WDCLARKA	RIDGE RD	BACKUP DISPATCHED CALLS	230068050	Suspicious Person/ Superior Township / Superior Units Tied up on Shooting Sgt Thompson Approval	02:00:00	35	8/22/2023
YPSILANTI TWP	AUGUSTA TWP	WDVANDUSSENK	WHITTAKER RD	BACKUP DISPATCHED CALLS	230068052	LFA IN PROGRES / ALL TROOPERS WERE UNAVAILABLE / THEY REQUESTED WE CHECK THE AREA FOR THE SUSPECT TO PREVENT FURTHER LFAS; MSP TOOK THE REPORT HOURS LATER, APPROVED PER SGT THOMPSON	02:50:00	15	8/22/2023
YPSILANTI TWP	AUGUSTA TWP	WDVANDUSSENK	TALLADAY RD/WHITTAKER RD	TRAFFIC STOP	230068058	UNAVOIDABLE STOP / 105 IN 55 / OCCUPANT HAD A FELONY WARRANT OUT OF VAN BUREN / HE WAS ARRESTED AND TURNED OVER TO THEM,	03:05:00	60	8/22/2023
YPSILANTI TWP	AUGUSTA TWP	WDROYJ	TALLADAY RD/WHITTAKER RD	BACK-UP TRAFFIC STOP	230068058	BACK UP UNITS ON FLEE & ELUDE ON FOOT, MAINTAINED SECURITY OF VEHICLE UNTIL TURNED OVER TO BREWERS	03:30:00	90	8/22/2023
YPSILANTI TWP	YPSILANTI CITY	WDHEATHV	E MICHIGAN AVE/N PROSPECT ST	DISPATCHED CALLS	230068372	OUT W/ POSS STRG ARM ROBBERY SUSPECT- APPROVED BY 624 THOMPSON	02:50:00	5	8/23/2023
YPSILANTI TWP	YPSILANTI CITY	WDBECHTOLG	S WASHINGTON ST/FERRIS ST	BACKUP DISPATCHED CALLS	230068622	YPSI CITY CALLED FOR ADDITIONAL UNITS EMERGEANT TO ASSIST WITH AN ANGRY CROWD/A POLICE PROTEST TOOK PLACE OVER THEIR DETAINMENT/SGT CRATS APPROVED	21:00:00	20	8/23/2023
YPSILANTI TWP	YPSILANTI CITY	WDBELLASE	S WASHINGTON ST/FERRIS ST	BACKUP DISPATCHED CALLS	230068622	ASSIST YPD WITH UNRULY CROWD PER SGT CRATS	21:00:00	20	8/23/2023
YPSILANTI TWP	YPSILANTI CITY	WDTROWBRIDGEM	S WASHINGTON ST/FERRIS ST	BACKUP DISPATCHED CALLS	230068622	HELPED YPSI CITY WITH PROTEST	21:00:00	20	8/23/2023
YPSILANTI TWP	YPSILANTI CITY	WDSILLERB	WASHINGTON AND FERRIS	BACKUP DISPATCHED CALLS	230068622	ASSIST YPSI CITY WITH UNRULY PROTEST / APPROVED BY SGT CRASTENBURG	21:10:00	10	8/23/2023
YPSILANTI TWP	YPSILANTI CITY	WDCUSOJ	S PROSPECT ST/TOWNER ST	TRAFFIC STOP	230068833	UNAVOIDABLE DRIVING BEHAVIOR: TIRES SKID ACROSS INTERSECTION AS HE PASSED ANOTHER VEHICLE ON THE LEFT SIDE: CITATION ISSUED,	11:20:00	10	8/24/2023
YPSILANTI TWP	YPSILANTI CITY	WDCUSOJ	UPON S PROSPECT RD and AT/NEAR	CITATIONS	230068833		11:25:00	0	8/24/2023
YPSILANTI TWP	SUPERIOR TWP	WDMIZERK	STAMFORD RD	BACKUP DISPATCHED CALLS	230068959	DISP- ASSIST OIC - WITH OPEN DOOR / WINDOW NO SUT UNITS AVAIL - OK PER 626 - CLEARED WHEN SUT UNIT AVAIL	17:55:00	10	8/24/2023



# Out of Area Time

For: 08/01/2023 thru 08/31/2023



YPSILANTI TWP	YPSILANTI CITY	WDCAMPAGIORNIM	GRASSLAND ST	BACKUP DISPATCHED CALLS	230068986	ASSIST CITY WITH SUBJECT FIGHTING WITH OFFICERS, SGT,ARTS	19:05:00	25	8/24/2023
YPSILANTI TWP	YPSILANTI CITY	WDHEATHV	FORD ST	BACKUP DISPATCHED CALLS	230069016	BU YPD SUSPECT FIGHTING-APPROVED BY 622 CRATS	20:20:00	15	8/24/2023
YPSILANTI TWP	YPSILANTI CITY	WDROBERTSG	FORD ST	BACKUP DISPATCHED CALLS	230069016	AST YPD FIGHTING WITH SUSPECT APV SGT CRATSENBURG	20:20:00	10	8/24/2023
YPSILANTI TWP	YPSILANTI CITY	WDTROWBRIDGEM	FORD ST	BACKUP DISPATCHED CALLS	230069016	BACKUP YPSY CITY ON FIGHT WITH DV			
YPSILANTI TWP	YPSILANTI CITY	WDBELLASE	S HAMILTON ST/WB I94 OFRP	BACKUP DISPATCHED CALLS	230069661	SGT CRATS APPROVAL	20:22:00	10	8/24/2023
YPSILANTI TWP	YPSILANTI CITY	WDBELLASE	S HAMILTON ST/WB I94 OFRP	BACKUP DISPATCHED CALLS	230069661	CAME ACROSS A SINGLE VEHICLE OWI CRASH IN YPSI CITY, HELD DOWN SCENE UNTIL YPD UNITS WERE ABLE TO FREE UP FROM A DIFFERENT INCIDENT AND TAKE OVER. CLEARED WITH SGT THOMPSON.	03:25:00	10	8/26/2023
YPSILANTI TWP	YPSILANTI CITY	WDERBESJ	HARRIET ST/S ADAMS ST	DISPATCHED CALLS	230069662	DEPUTY PULLED UP ON POSSIBLE FIGHT IN PROGRESS AS WE PASSED THROUGH THE CITY TO THE EAST SIDE OF THE TOWNSHIP	03:30:00	5	8/26/2023
YPSILANTI TWP	YPSILANTI CITY	WDVANDUSSENK	HARRIET ST/S ADAMS ST	DISPATCHED CALLS	230069662	TWO INDIVIDUALS INVOLVED IN A HEATED ARGUMENT ON THE SIDE OF THE STREET, I STOPPED AND SEPARATED THEM TO PREVENT A PHYSICAL ALTERCATION	03:30:00	5	8/26/2023
YPSILANTI TWP	YPSILANTI CITY	WDERBESJ	HILYARD ROBINSON WAY	BACKUP DISPATCHED CALLS	230069663	CITY REQUESTED MORE UNITS FOR A LARGE DISORDERLY PARTY/ PER SGT THOMPSON	03:35:00	15	8/26/2023
YPSILANTI TWP	SUPERIOR TWP	WDVANDERROESTB	THAMES CT/SHEFFIELD DR	BACKUP DISPATCHED CALLS	230069667	CFS // BU SINGLE SUP UNIT ON NOISE COMPLAINT // SGT. THOMPSON	04:30:00	10	8/26/2023
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDVANDERROESTB	MACARTHUR BLVD/STAMFORD RD	BACKUP DISPATCHED CALLS	230069668	CFS // BU SINGLE SUP UNIT W/ DISORDERLY // SGT. THOMPSON	04:40:00	10	8/26/2023
YPSILANTI TWP	SUPERIOR TWP	WDVANDERROESTB	RIDGEVIEW	BACKUP DISPATCHED CALLS	230069678	BU SINGLE SUP UNIT // SGT THOMPSON	06:15:00	25	8/26/2023
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDSILLERB	LILAC LN/CLOVERLANE DR	DISPATCHED CALLS	230069945	CRASH REPORT FOR PITTSFIELD TWP PD / APPROVED BY SGT CRATSENBURG	23:30:00	150	8/26/2023
YPSILANTI TWP	SUPERIOR TWP	WDCUSOJ	STAMFORD CT	BACKUP DISPATCHED CALLS	230069965	SHIFT CHANGE FOR SUT BLVD UNIT; DISORDERLY TURNED POSSIBLE BARRICADED FA SUSPECT; OK PER SGT. CRATSENBURG.	01:50:00	235	8/27/2023
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDSILLERB	STAMFORD CT	BACKUP DISPATCHED CALLS	230069965	BACK UP ON BARRICADED AWM SUSPECT / APPROVED BY SGT CRATSENBURG	02:00:00	195	8/27/2023
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDVANDUSSENK	STAMFORD CT	BACKUP DISPATCHED CALLS	230069965	backed on suspected barricaded armed individual / approved by sgt cratsenburg	02:00:00	195	8/27/2023
YPSILANTI TWP	SUPERIOR TWP	WDERBESJ	STAMFORD CT	BACKUP DISPATCHED CALLS	230069965	POSSIBLE BARRICADED GUNMAN/ PER SGT CRATSENBURG	02:00:00	240	8/27/2023
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDHOWARDS	STAMFORD CT	BACKUP DISPATCHED CALLS	230069965	POSSIBLE BARACADED GUNMAN - APPROVED BY SGT CRATSENBURG	02:05:00	185	8/27/2023
YPSILANTI TWP	YPSILANTI CITY	WDROYJ	W MICHIGAN AVE/N HURON ST	BACKUP DISPATCHED CALLS	230070214	BACK UP UNITS ON DISORDERLY Sgt. Thompson	00:00:00	20	8/28/2023
YPSILANTI TWP	YPSILANTI CITY	WDRUSSELLT	W MICHIGAN AVE/N HURON ST	BACKUP DISPATCHED CALLS	230070214	OKD BY SGT THOMPSON / ASSIST YPD WITH LARGE PARTY	00:10:00	15	8/28/2023
YPSILANTI TWP	YPSILANTI CITY	WDERBESJ	W MICHIGAN AVE/N HURON ST	BACKUP DISPATCHED CALLS	230070214	ASSIST WITH LARGE GROUP/ PER SGT THOMPSON	00:15:00	10	8/28/2023
YPSILANTI TWP	YPSILANTI CITY	WDPARRAGHIN	W MICHIGAN AVE/N HURON ST	BACKUP DISPATCHED CALLS	230070214	APPROVED BY SGT. THOMPSON ASSIST YPD WITH LARGE DISORDERLY CROWD	00:15:00	10	8/28/2023
YPSILANTI TWP	YPSILANTI CITY	WDROYJ	S HURON ST	SELF INITIATED (CRU ONLY)	230070229	MADE CONTACT WITH 2 NEXT TO GAS STATION ADVISED OK, DECLINED ASSISTANCE	02:00:00	15	8/28/2023
YPSILANTI TWP	YPSILANTI CITY	WDCUSOJ	N PROSPECT ST/OAK ST	TRAFFIC STOP	230070366	RAN A VERY MUCH RED LIGHT / EXPIRED PLATE	15:30:00	10	8/28/2023
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDROBERTSG	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	230070413	AST WITH SHOTS FIRED APV SGT, ARTS	18:10:00	30	8/28/2023
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDWARDB	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	230070413	SHOOTING/ ONE SUSPECT IN YPT, ARREST AND PROCESS EVIDENCE ON CONCORD IN RELATION TO THIS INCIDENT PER SGT. MONTGOMERY	18:10:00	110	8/28/2023
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDBECHTOLG	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	230070413	MULTIPLE CALLERS HEARD 20 SHOTS AND PEOPLE RUNNING ALONG WITH A POSSIBLE VICTIM/SGT ARTS APPROVED	18:20:00	70	8/28/2023
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDCAMPAGIORNIM	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	230070413	ASSIST OIC WITH SHOOTING, SGT,ARTS	18:20:00	20	8/28/2023
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDCUSOJ	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	230070413	SHOTS FIRED; MULTIPLE CALLERS; OK PER SGT. ARTS	18:20:00	20	8/28/2023
YPSILANTI TWP	SUPERIOR TWP	WDCOUCKED	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	230070413	PER SGT MONTGOMERY, SHOOTING, ASSIST WITH EVIDENCE COLLECTION/ SCENE SECURITY	18:20:00	100	8/28/2023
YPSILANTI TWP	YORK TWP	WDBELLASE	JEWELL RD	BACKUP DISPATCHED CALLS	230070448	BACK UP YOT UNIT ON DV PER SGT CRATS	21:30:00	40	8/28/2023
YPSILANTI TWP	YPSILANTI CITY	WDHEATHV	WASHTEAW AVE	BACKUP DISPATCHED CALLS	230071108	PERIMETER FOR RA SUSPECT- ASSIST YPD 622 CRATS	23:00:00	30	8/30/2023





### Out of Area Time

For: 08/01/2023 thru 08/31/2023



YPSILANTI TWP	YPSILANTI CITY	WDVANDERROESTB	W MICHIGAN AVE	BACKUP DISPATCHED CALLS	230071123	BU YPD W/ IN PROGRESS FA // SGT. CRATSENBURG	23:50:00	15	8/30/2023
							<b>Sum:</b>	<b>5,035</b>	



# Into Area Time

For: 08/01/2023 thru 08/31/2023



Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration in Minutes	Start Date
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDBECHTOLG	SE TWP	PROACTIVE PATROL		PATROL	02:10:00	20	8/1/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIRIANNIJ	INTERNATIONAL DR	BACKUP DISPATCHED CALLS	230062226	ASSIST YPT WITH WEAPONS VIOLATION/ POSSIBLE FA / OTHER YPT UNITS TIED UP / APPROVED BY SGT. ARTS	09:45:00	15	8/1/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDFARMERH	INTERNATIONAL DR	BACKUP DISPATCHED CALLS	230062226	SGT ARTS PERMISSION ASSIST YPSI UNITS ONLY TWO UNITS AVAILABLE IN TWP	09:47:00	13	8/1/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHALLR	RIDGE RD/E CLARK RD	BACKUP DISPATCHED CALLS	230062298	I ASSISTED YPSI TOWNSHIP UNITS WITH A MEDICAL/SUCIDAL SUBJECT DUE TO BEING THE CLOSEST AVAILABLE UNIT- APPROVED BY SERGEANT ARTS	14:40:00	30	8/1/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDBECHTOLG	NASH AVE	BACKUP DISPATCHED CALLS	230062491	SHOTS WERE HEARD BY MULTIPLE CALLERS AND SUSPECT WAS SEEN RUNNING BEHIND 520 NASH/DEPUTES WERE ON FOOT LOOKING FOR THE SUSPECT AND I SAT IN THE AREA FOR OFFICER SAFETY/SGT CRATS APPROVED	01:50:00	40	8/2/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDBECHTOLG	S HARRIS RD	BACKUP DISPATCHED CALLS	230062504	FEMALE ARMED WITH A KNIFE/POURE LIGHTER FLUID ON HERSELF AND THE HOME/SGT CRATS APPROVED	04:45:00	35	8/2/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDKNOPW	S HARRIS RD	BACKUP DISPATCHED CALLS	230062504	PER SGT CRATSENBURG, BARRICADED SUCIDAL PERSON	04:45:00	35	8/2/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDURBANS	DESOTO AVE/TYLER RD	BACKUP DISPATCHED CALLS	230062753	CFS-K9 TRACKING OF ARMED SUSPECT SGT THOMPSON APPROVED	22:20:00	50	8/2/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDNEDDOK	DESOTO AVE/TYLER RD	BACKUP DISPATCHED CALLS	230062741	BACK UP YPSI TWP UNITS. 728 ADVISED THAT ATLEAST 4 JUVENILES RAN FROM THEM AND ALL POSSIBLY HAD FIREARMS. APPROVAL TO ASSIST PER SGT, THOMPSON	22:23:00	42	8/2/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDRAABT	S HARRIS RD/EB #84	DISPATCHED CALLS	230063013	JUV COMPL - OK PER SGT THOMPSON, ASSIST YPT DUE TO UNITS TIED UP ON SHOOTING	20:35:00	0	8/3/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCUSOJ	CHESTNUT DR	DISPATCHED CALLS	230063263	POSSIBLE STRUCTURE FIRE, NO OTHER YPT UNITS AVAILABLE AND I WAS IN THE AREA, OK PER SGT, ARTS	16:45:00	10	8/4/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLJ	INTERNATIONAL DR	BACKUP DISPATCHED CALLS	230063387	Shooting - AWM - Approv SGT Hogan	00:40:00	125	8/5/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDKNOPW	INTERNATIONAL DR	BACKUP DISPATCHED CALLS	230063387	PER SGT HOGAN SHOOTING IN YPSI TWP	00:55:00	425	8/5/2023
SCIO TWP	YPSILANTI TWP	WDRAABT	UNAVAILABLE	DETAIL		ASSIST WITH SWAT SW PER LT TEETS/SGT WALLACE	05:15:00	165	8/5/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIRIANNIJ	S MANSFIELD ST	BACKUP DISPATCHED CALLS	230064027	BU YPT UNITS ON SHOOTING / BOL AREA FOR SUSPECT VEHICLE / APPROVED BY SGT. HOUK	15:35:00	15	8/7/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLD	TYLER RD/ZEPHYR ST	BACKUP DISPATCHED CALLS	230064112	BU YTOWN UNITS ON A SUBJECT RUNNING WITH A 121, SGT PENNINGTON APPROVED	22:00:00	40	8/7/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHALLR	RUSSELL CT	BACKUP DISPATCHED CALLS	230064402	BACK UP YPSI TOWNSHIP UNITS WITH SPANISH TRANSLATION- APPROVED BY SERGEANT THOMPSON	20:30:00	45	8/8/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCJAR	BYNAN DR	BACKUP DISPATCHED CALLS	230064676	FAMILY TROUBLE CNX approved by Sgt, Crats	21:00:00	10	8/9/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHALLR	INTERNATIONAL DR	BACKUP DISPATCHED CALLS	230065451	BACK UP YPSI TOWNSHIP UNITS WITH SUBJECT FIGHTING WITH A GUN- APPROVED BY SERGEANT HOUK	12:05:00	5	8/12/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDNEDDOK	E MICHIGAN AVE/JOHNSON ST	BACKUP DISPATCHED CALLS	230065571	ASSIST WITH VEH VS. PED CRASH, APPROVAL TO ASSIST PER SGT. PENNINGTON	20:25:00	177	8/12/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCJAR	LYNN AVE	BACKUP DISPATCHED CALLS		LYNN AVE BU SGT CRATS ON A CALL, APPROVED BY SGT THOMPSON	22:25:00	45	8/12/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLJ	FOLEY AVE/ROLLING CT	BACK-UP TRAFFIC STOP	230065659	Assist YPT units that advised they were fighting with one - Approv SGT Pennington	02:20:00	10	8/13/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCJAR	FOLEY AVE/ROLLING CT	BACKUP DISPATCHED CALLS	230065659	bu traffic stop YPSI DEP FIGHTING WITH SUBJECT APPROVED BY SGT THOMPSON	02:25:00	15	8/13/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDERBESJ	WASHTENAW AVE/N MANSFIELD ST	BACK-UP TRAFFIC STOP	230065768	ASSIST PER SGT BYNUM/ DEPUTY ADVISING THERE IS A GUN IN THE VEHICLE	15:00:00	10	8/13/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDURBANS	N FORD BLVD/HOLMES RD	BACKUP DISPATCHED CALLS	230065823	ASSIST MEDICAL, S1 WITH GUN, MEDICAL AND CROWD ASSISTANCE, SGT BYNUM APPROVED	18:30:00	20	8/13/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCJAR	MONTROSE AVE	BACKUP DISPATCHED CALLS	230065871	BU MEDICAL CALL LOCATION ON BORDER WITH SUT APPROVED BY SGT THOMPSON	22:00:00	10	8/13/2023



## Into Area Time

For: 08/01/2023 thru 08/31/2023



ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDTRIPB	MONTROSE AVE	BACKUP DISPATCHED CALLS	230065871	CLOSEST UNIT TO SUBJECT CHOKING, SUCCESSFULLY CONDUCTED HEIMLICH DISLDOGING STEAK FROM SUBJECTS THROAT, PER SGT THOMPSON	22:00:00	10	8/13/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLD	ALLSTON CT	BACKUP DISPATCHED CALLS	230066654	BACK UP YTOWN ON A FIGHT, SGT THOMPSON APPROVED	21:30:00	15	8/18/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDKNOPW	N HEWITT RD/WASHTENAW AVE	BACKUP DISPATCHED CALLS	230067009	Per Sgt Pennington, Back up on roll over crash	02:25:00	15	8/18/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCJAR	N HEWITT RD/WASHTENAW AVE	BACKUP DISPATCHED CALLS	230067009	ASSIST YPT INJURY CRASH BLOCKING APPROVED BY SGT. PENNINGTON	02:30:00	10	8/18/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCJAR	TYLER RD	BACKUP DISPATCHED CALLS	230067011	CRASH OF BUILDING AFTER VAN BUREN PURSUIT, SUSPECT BELIEVED TO BE IN THE AREA, ONLY 1 AVAILABLE YPT DEP. APPROVED BY SGT. PENNINGTON	03:15:00	45	8/18/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDKNOPW	TYLER RD	BACKUP DISPATCHED CALLS	230067011	Per Sgt Pennington Car vs building back up solo Ypsi Twp unit	03:25:00	65	8/18/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCJAR	BEDFORD DR	BACKUP DISPATCHED CALLS	230067210	FELONY WARRANT ARREST AFTER LEARNING THAT THE RO OF AN ABAND. MOPED LEFT ON CLARK RD HAD A 1010. APPROVED BY SGT. PENNINGTON	19:55:00	80	8/18/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCJAR	BELMONT DR	BACKUP DISPATCHED CALLS	230067288	UTL ON POSSIBLE FIGHT APPROVED BY SGT. HOGAN	00:00:00	5	8/19/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDURBANS	E MICHGAN AVE/CAMPBELL AVE	DISPATCHED CALLS	230068033	K9 TRACK/UDAA SUSPECT -SGT THOMPSON APPROVED	23:15:00	45	8/21/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDHILLD	RUSSELL ST/S HARRIS RD	BACK-UP TRAFFIC STOP	230068325	BU YTOWN ON A TRAFFIC STOP	22:15:00	5	8/22/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDLYONSW	RUSSELL ST/S HARRIS RD	BACK-UP TRAFFIC STOP	230068325	TRAFFIC STOP/ DEPUTY SAFETY	22:15:00	10	8/22/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCJAR	ELMWOOD CT	BACK-UP TRAFFIC STOP	230069210	FAMILY TROUBLE DRUNK SUBJECT BORDER WITH SUT APPROVED BY SGT. CRATS	02:25:00	35	8/25/2023
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDNEDDOK	ANN ARBOR RD/DAY RD	BACKUP DISPATCHED CALLS	230069941	BOL FOR VEH THAT FLED FROM OHIO HIGHWAY PATROL AND MONROE COUNTY, OHIO PATROL CHOPPER HAD EYES ON THE VEHICLE AND VEHICLE WAS HEADING NB ON US23, YPSI TWP UNIT ATTEMPTED TO STOP AND VEHICLE FLED, APPROVAL TO ASSIST PER SGT. CRATSENBURG.	23:08:00	22	8/26/2023
							<b>Sum:</b>	<b>1,769</b>	



**YPSILANTI  
TOWNSHIP**  
— WHERE YOUR FUTURE GROWS —

# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN  
ELDRIDGE TRUSTEES: RYAN HUNTER • JOHN P. NEWMAN II • GLORIA PETERSON •  
DEBBIE SWANSON

## WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, SEPTEMBER 19, 2023

**5:00pm**

1. 2024 BUDGET REVIEW.....SUPERVISOR STUMBO  
JAVONNA NEEL, ACCOUNTING DIRECTOR
2. AGENDA REVIEW .....SUPERVISOR STUMBO
3. OTHER DISCUSSION..... BOARD MEMBERS

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



**YPSILANTI  
TOWNSHIP**  
— OFFICE OF THE SUPERVISOR —

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**Trustees**  
Ryan Hunter  
John Newman II  
Gloria Peterson  
Debbie Swanson

## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

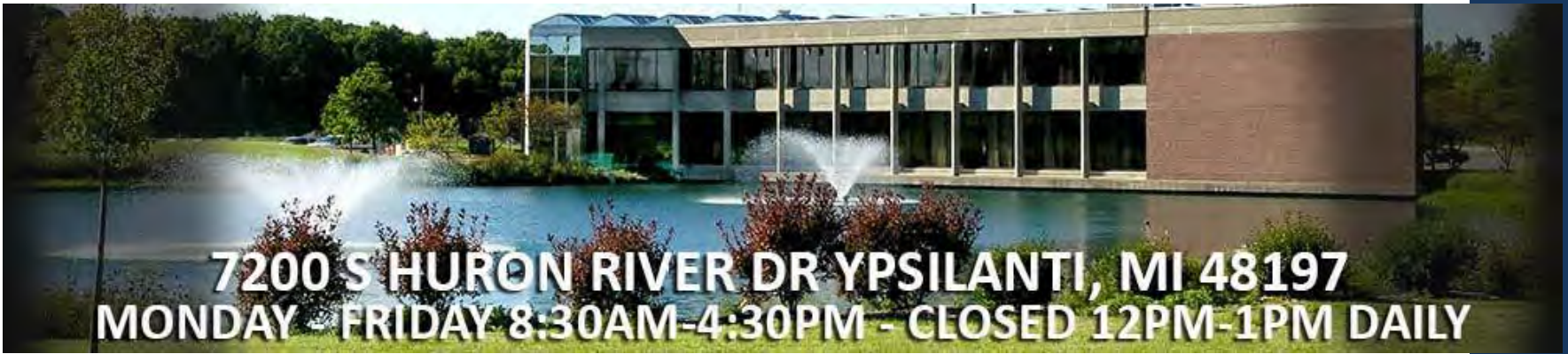
From: Brenda Stumbo, Township Supervisor

Date: September 13, 2023

**RE: Request for work session discussion**

The Supervisor's Office is requesting the Draft Budget Overview Presentation to be placed on the work session agenda. This presentation will be given by Accounting Director Javonna Neel.

cc: Javonna Neel, Accounting Director



**2024 DRAFT BUDGET  
REQUEST – LINE BY  
LINE BUDGETS WITH  
NARRATIVES ARE  
AVAILABLE ON OUR  
WEBSITE**

[Welcome to Ypsilanti Township, MI](https://www.ypsitownship.org)  
[\(ypsitownship.org\)](https://www.ypsitownship.org)

# 2024 BUDGET REQUEST OVERVIEW

- ❖ **MILLAGE RATES AND TAX REVENUE**
- ❖ **STATE SHARED REVENUE**
- ❖ **BASIC EXPENDITURE  
ASSUMPTIONS**
- ❖ **PENSION AND OPEB OVERVIEW**

# 2023 TAX RATE REQUEST L-4029

Michigan Department of Treasury  
614 (Rev. 01-23)

ORIGINAL TO: County Clerk(s)  
COPY TO: Equalization Department(s) **L-4029**  
COPY TO: Each township or city clerk

## 2023 Tax Rate Request (This form must be completed and submitted on or before September 30, 2023)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes <b>Washtenaw</b>	2023 Taxable Value of ALL Properties in the Unit as of 5-22-2023 <b>TV 1,707,521,570 (TV minus Renaissance Zone) 1,680,496,116</b>
Local Government Unit Requesting Millage Levy <b>Charter Township of Ypsilanti</b>	For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2023 Current Year "Headlee" Millage Reduction Fraction	(7) 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	GEN OP	N/A	1.1160	.9797	1.0000	.9797	1.0000	.9797		.9797	N/A
Voted	Fire Prot	08/03/21	3.1250	3.0850	1.0000	3.0850	1.0000	3.0850		3.0850	12/2025
Voted	Solid Waste	08/03/21	2.4050	2.3742	1.0000	2.3742	1.0000	2.3742		2.3742	12/2025
Voted	Police	08/03/21	5.7000	5.6270	1.0000	5.6270	1.0000	5.6270		5.5570	12/2025
Voted	Rec/BP	08/03/21	1.0059	.9930	1.0000	.9930	1.0000	.9930		.9930	12/2025
PA345	FPen/HC	N/A		.8100				.8800		.8800	N/A
Totals				13.8689				13.9389		13.8689	

Prepared by <b>Javonna Neel</b>	Telephone Number <b>(734) 544-3601</b>	Title of Preparer <b>Accounting Director</b>	Date <b>8-16-2023</b>
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature <i>Heather Jarrell Roe</i>	Print Name <b>Heather Jarrell Roe</b>	Date <b>8-16-23</b>
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature <i>Brenda L Stumbo</i>	Print Name <b>Brenda L Stumbo</b>	Date <b>8-16-23</b>
<input checked="" type="checkbox"/> President			

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2023 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	



# Historical And New Millage Rates

BUDGET YEAR	2021	2022	2023	2024
TAX ROLL YEAR	2020	2021	2022	2023
Headlee Rollback	0.9972	0.9891	<b>0.9872</b>	<b>1.0000</b>
Fire Operating	3.0563	3.1250	<b>3.0850</b>	<b>3.0850</b>
Fire Capital	0.4935	0.4881	<b>0.4818</b>	
General Operating	1.0035	0.9925	<b>0.9797</b>	<b>0.9797</b>
Law Enforcement	5.8192	5.7000	<b>5.6270</b>	<b>5.5570</b>
BSR	0.9837	1.0059	<b>0.9930</b>	<b>0.9930</b>
Solid Waste	2.1075	2.405	<b>2.3742</b>	<b>2.3742</b>
Total Operating	13.4637	13.7165	<b>13.5407</b>	<b>12.9889</b>
Fire Pension	1.3300	1.1000	<b>0.8100</b>	<b>0.8800</b>
<b>Total Millage Levy</b>	<b>14.7937</b>	<b>14.8165</b>	<b>14.3507</b>	<b>13.8689</b>

Fire Capital Millage Expired After 2022 Tax Roll

# 2024 TAX REVENUE BUDGET OVERVIEW

- ❖ Millage Levy and Budget Assumptions
- ❖ The fire pension and retiree health care millage was increased from .8100 to .8800. The increase was based on the amount of the Actuarial recommended annual contribution to the fire pension. The other pension employee benefits (OPEB) health care decreased.
- ❖ Headlee rollback is implemented when the annual growth on existing property is greater than the rate of inflation. There was not "Headlee Rollback" for 2023 tax roll.
- ❖ The Board approved to decrease the Police millage by .0700 mills, which is the difference of the increase to the Fire Pension millage. Therefore, making the total millage of 13.8689 the same as last year.

# 2024 TAX REVENUE BUDGET OVERVIEW

- ❖ As reported on our L-4029 approved at the August 15, 2023 Board meeting.
- ❖ The 2023 taxable value (TV) of 1,707,521,570 was an increase of 7% over the 2022 TV of 1,594,376,599.
- ❖ Renaissance Zone are the properties with exemptions.
- ❖ The 2023 taxable value (TV) minus Renaissance Zone of 1,680,496,116 was a 7.4% increase over 2022 TV minus Renaissance Zone of 1,564,932,814.

# 2024 TAX REVENUE BUDGET OVERVIEW

- ❖ The 2024 budgeted tax revenues are based off the 2023 TV of 1,707,521,570 minus a total of 38,596,554 for the Renaissance Zone, 2008 & 2009 pilots, delinquent personal property, Board of review adjustments and Local Development Finance Authority (LDFA) TV's. As calculated by the Accounting Director.
- ❖ The taxable value assumption of 1,668,925,016 was considered for the 2024 tax revenue budget as calculated by the Accounting Director.

	Taxable Value (TV)
TV plus 50%IFT	1,707,521,570
Renaissance Zone	(27,025,454)
2008 & 2009 Pilots	(2,336,200)
Delinquent PPT	(3,900,000)
MTT, BOR, Foreclosures	(2,500,000)
LDFA	(2,834,900)
<hr/>	
Total TV with assumptions	1,668,925,016

# 2024 TAX REVENUE BUDGET OVERVIEW

❖ Calculated Actual and Budget Tax Revenue Assumptions

Taxable Value	1,548,535,588	1,562,076,478	1,668,925,016
	<b>2023 BUDGETED Revenue 2022 Tax Roll</b>	<b>2023 ACTUAL Revenue 2022 Tax Roll</b>	<b>2024 BUDGETED Revenue 2023 Tax Roll</b>
Operating:			
General Fund	\$1,517,100	\$1,528,818	<b>\$1,635,046</b>
Fire	\$4,777,232	\$4,813,078	<b>\$5,148,634</b>
Fire Capital Improvement	\$746,084	\$750,661	<b>\$0</b>
Solid Waste	\$3,676,533	\$3,703,011	<b>\$3,962,362</b>
Law Enforcement	\$8,713,610	\$8,775,238	<b>\$9,274,216</b>
Parks and Bike Path	\$1,537,696	\$1,549,478	<b>\$1,657,243</b>
Fire Pension	\$1,254,314	\$1,262,900	<b>\$1,468,654</b>
<b>TOTAL TAX REVENUES</b>	<b>\$22,222,570</b>	<b>\$22,383,184</b>	<b>\$23,146,154</b>

# 2024 TAX REVENUE BUDGET OVERVIEW

- ❖ Calculation of total budgeted tax dollar amount received - Taxable value  
 $1,668,925,016 \times \text{millage of } 13.8689 / 1000 = \$23,146,154.$
- ❖ Administrative tax revenues are collected from property tax bills at 1% - does not include special assessments. The funds may only be used to offset expenditures of the Township's Assessment and Treasury Departments, which total a combined \$1,062,710.
- ❖ Administrative tax revenue for 2023 was \$856,118 and budget for 2024 is \$875,000.

## 2024 STATE SHARED REVENUE BUDGET OVERVIEW

- ❖ State Shared Revenue updated estimates as of May 19, 2023 is \$6,751,761 for 2024, a 1.5% increase from the 2023 current State projected amount of \$6,650,214.
- ❖ The approved budget for 2023 was projected at \$6,328,404. The difference in the updated projection for 2023 and the budgeted projection is a 5% increase.
- ❖ The State Shared Revenue projections are issued by the State in 6 installments for their fiscal year (FY) October 1 to September 30. The Township's FY is on a calendar year from January 1, to December 31.
- ❖ The State projected amount for FY 2023-2024 is \$6,097,676 Constitutional and \$614,952 for the CVT with a one-time Public Safety payment of \$39,133 making the totaling \$6,751,761.
- ❖ Constitutional Payment = 2020 Population of 55,670 x Distribution Rate (2024 projected at 109.532546).

# Expenditure Assumptions for all Funds

## Personnel Wages

- ❖ TPOAM, Teamster, and 14B District Court Union employees budgeted 3% increase for 2024. All contracts expire December 31, 2024.
- ❖ Nonunion and management increases are often determined by Teamster union increases. A 3% increase has been budgeted for 2024.
- ❖ Fire Union assumption of 3% increase for 2024. The current contract expires December 31, 2023.
- ❖ Elected Officials salaries are set by Board every year.

## Personnel Fringes

- ❖ The increases are all assumptions and will adjusted when we receive actual rates. We should receive rates by October and will adjust for final budget.
- ❖ Health Care Insurance – Actual decrease of 5.5% - need to adjust the draft budget from an increase of 18%.
- ❖ Vision – Actual increase of 7% budgeted.
- ❖ Disability – Estimated increase of 2% budgeted.
- ❖ Life Insurance – Estimated increase of 2% budgeted.
- ❖ Dental– Estimated increase of 10% budgeted.



# 2024 General Employees MERS Pension

## Township Contributions:

- ❖ Flat rate per Employee hired before 1/1/2014 – increased from \$32,101 in 2023 to \$35,313 per the 22 active employees. This is due to the closed retirement account for new employees and employees retiring in 2021.
- ❖ Employees hired after January 1, 2014 – increased from 5.48% of wages for 2023 to 5.9% of wages in 2024.
- ❖ MERS –Employer annual determined contribution (ADC) increased from \$860,808 in 2023 to \$978,456 in 2024.

GENERAL MERS PENSION			
Liabilities and Assets - as of December 31,	2020	2021	2022
1. Actuarial Accrued Liability	26,870,179	28,781,184	29,728,983
2. Plan Assets	18,566,300	21,298,840	21,559,662
3. Unfunded Actuarial Accrued Liability (1) - (2)	8,303,879	7,482,344	8,169,321
4. Funded Ratio (2)/(1)	69%	74%	73%
	2022	2023	2024
Annual Determined Contribution	895,068	860,808	978,456

Based on 12/31/2022 Actuarial Report provided by GRS

# 2024 General Employees

## Other Postemployment Benefits -OPEB

### OPEB Retiree Health Care – Annual Determined Contribution (ADC) Township Contributions:

- ❖ The ADC decreased 5% from \$171,558 in 2023 to \$162,754 in 2024. The Township's actual 2023 contribution was \$200,000.
- ❖ The ADC for 2022 was \$496,331, the actual contribution was \$506,334 .
- ❖ The decrease is due to the OPEB being closed and only employees hired before 1/1/2014 are still eligible.
- ❖ Requesting to budget \$8,400 per 24 active employees for a total of \$201,600. This is \$1,600 more than the 2023 budgeted contribution. The request is for more than the ADC due to the investment loss of nearly 1.1 million dollars in 2022.
- ❖ Our latest actuarial report by GRS is dated 12/31/2021 and will not reflect the investment loss until the next required actuarial report in 2023.

# 2024 General Employees Other Postemployment Benefits -OPEB

## OPEB Retiree Health Care – Annual Determined Contribution (ADC)

### Township Contributions:

❖ Here is an excerpt from 2021 Actuarial Report page A-3 Comment C:

*The ADCs for the fiscal years 2023-2024 are much lower than the ADC for fiscal year 2022 (\$496,319 – from the prior valuation). As noted above, this is in part due to higher investment returns than expected for 2020 and 2021. Since the valuation date, asset values and capital market expectations have declined. If market losses persist, computed contribution amounts would swing upwards in the next valuation. To mitigate the impact potential market losses (investment risk), the Board may wish to contribute a higher dollar amounts than computed using the full market value of assets as of the valuation date. Below we show the Actuarially Determined Contribution under the following scenarios:*

- 1. Current – Market Value of Assets as of valuation date*
- 2. Alternate Scenario – 80% of Market Value of Assets as of valuation date*

Actuarially Determined Contribution under Current and Alternate Asset Scenario				
Investment Return Assumption	7.00%		6.50%	
Asset Scenario	Current	Alt. Scenario	Current	Alt. Scenario
Fiscal Year 2023	\$109,224	\$296,843	\$171,558	\$351,054
Fiscal Year 2024	\$101,401	\$289,020	\$162,754	\$342,250

# 2024 General Employees Other Postemployment Benefits

## Health Care Savings Plan:

- ❖ Employees hired after 12/31/2013 are not eligible for retiree health care.
- ❖ A health care savings plan provided for employees hired after 1/1/2014. Township contribution \$1,300 per employee. Total budgeted for 2024 for 60 positions is \$78,000.

# 2024 FIRE PENSION

- ❖ The contributed annual determined contribution (ADC) to the pension in 2023 was \$876,661. The ADC for 2024 is \$1,180,082. The 35% increase is due to the loss in investments causing the decrease in plan assets\*.
- ❖ Assumptions and methods used are still impacting increases. Here are the assumptions; the investment return rate is 6.5%, the price of inflation is 2.5%, the wage inflation is 3% and an updated mortality scale is being used in the calculations.

Liabilities and Assets - as of December 31,	2020	2021	2022
1. Actuarial Accrued Liability	37,396,930	37,495,148	39,131,031
2. Plan Assets*	29,763,124	31,333,022	30,957,733
3. Unfunded Actuarial Accrued Liability (1) - (2)	7,633,806	6,162,126	8,173,298
4. Funded Ratio (2)/(1)	80%	84%	79.11%
	2022	2023	2024
Annual Determined Contribution	975,040	876,661	1,180,082

Based on Actuarial Valuation Report dated 12/31/2022 - Nyhart

# 2024 FIRE Other Pension Employee Benefit

FIRE PENSION OPEB			
Liabilities and Assets - as of December 31,	2021	2022	2024 Projection
1. Actuarial Accrued Liability	11,061,385	10,403,169	10,310,651
2. Plan Assets	9,412,021	7,101,379	7,627,758
3. Unfunded Actuarial Accrued Liability (1) - (2)	1,649,364	3,301,790	2,682,893
4. Funded Ration (2)/(1)	85%	68.26%	73.98%
	2022	2023	2024
Annual Employer Contribution			
Annual Determined Contribution	642,476	366,182	288,545

- ❖ OPEB is closed and only employees hired before 1/1/2014 are eligible.
- ❖ Employee hired after 12/31/2013 are not eligible for retiree health care.
- ❖ A health care savings plan provided for employees hired after 1/1/2014. Township contribution is \$5,330 per firefighter in 2023. There are 19 firefighter personnel budgeted for 2024 totaling \$101,270.

Based on Actuarial Valuation Report dated 12/31/2022 - Nyhart

# GENERAL FUND BUDGETED CAPITAL AND TRANSFERS FOR 2023 AND 2024

<b>2023 BUDGET</b>		
GL#	DESCRIPTION	AMOUNT
101-770-977.000	Equipment	90,000
101-901-971.003	Civic Ctr & 14B Court Improvement	119,631
101-901-972.200	Streetlight Construction *	100,000
101-901-975.135	Furniture & Fixtures	200,000
101-901-975.200	Garage Improvement	175,845
101-901-975.535	Community Ctr Improvement	75,650
101-999-995.004	Transfer to Bond Fund	163,067
101-999-995-213	Transfer to BSR II	460,000
101-999-995-213	Transfer to BSR II *- Road Improvement	700,000
101-999-995-236	Transfer to 14B District Court	862,940
101-999-995-252	Transfer to Hydro Fund	81,000
	<b>2023 Total</b>	<b>3,028,133</b>
*Board Approved line transfer 5/2/2023 of \$700,000 from Streetlights to transfer to BSR II Fund for Road Improvements.		
<b>2024 BUDGET</b>		
GL#	DESCRIPTION	AMOUNT
101-770-977.000	Equipment	100,000
101-901-975.135	Furniture & Fixtures	200,000
101-999-995.004	Transfer to Bond Fund	163,067
101-999-995-213	Transfer to BSR II	470,000
101-999-995-236	Transfer to 14B District Court	971,400
101-999-995-252	Transfer to Hydro Fund	81,000
	<b>2024 Total</b>	<b>1,985,467</b>

# GENERAL FUND

## BUDGET AMENDMENTS 2023

### AS OF AUGUST 16, 2023

08/30/2023 03:43 PM  
 User: jneel  
 DB: Ypsilanti-Twp

BUDGET AMENDMENT REPORT FOR Charter Township of Ypsilanti  
 Post Dates: 01/01/2023 to 12/31/2023  
 GLNumber: 101-000-699.999

Page: 1/1

GL Number	Ref #	Journal	Post Date	Description	Amount Increase (Decrease)
101-000-699.999	57715	BA	02/08/2023	BA#1-Emergency Elevator repairs	25,000.00
101-000-699.999	57716	BA	02/08/2023	BA#1-Sweet Road - Humps	49,965.00
101-000-699.999	57717	BA	02/08/2023	BA#1-Rue Willetts Blvd - Humps	49,965.00
101-000-699.999	57718	BA	02/08/2023	BA#1-Rue Deauville & Clark- Humps	49,965.00
101-000-699.999	57719	BA	02/08/2023	BA#1-Grand Blvd - Humps	53,840.00
101-000-699.999	57745	BA	02/22/2023	BA#2 - PTO payout	1,208.00
101-000-699.999	57746	BA	02/22/2023	BA#2-Washtenaw Drain 2023 increase	253,723.00
101-000-699.999	57958	BA	04/05/2023	BA#4 - Blight removal Gault Village	587,000.00
101-000-699.999	57959	BA	04/05/2023	BA#4-Blight removal Gault Village	68,500.00
101-000-699.999	57960	BA	04/05/2023	BA#4-Stipends for appointed Board	5,000.00
101-000-699.999	57961	BA	04/05/2023	BA#4-PTO Payouts	1,499.00
101-000-699.999	57962	BA	04/05/2023	BA#4-Add'l Water Hardship rebate	10,400.00
101-000-699.999	57994	BA	04/19/2023	BA#5-State Street Sidewalk repair	48,841.00
101-000-699.999	57995	BA	04/19/2023	BA#5-Sidewalk SHAVING repair	152,695.00
101-000-699.999	58062	BA	05/03/2023	BA#6- PTO payout	3,538.00
101-000-699.999	58107	BA	05/17/2023	BA#7-Munetrix upgrade	2,706.00
101-000-699.999	58108	BA	05/17/2023	BA#7- offices supplies	2,000.00
101-000-699.999	58173	BA	06/07/2023	BA#8-PTO payout	1,096.00
101-000-699.999	58205	BA	06/21/2023	BA#9-add'l health care Assessing Dept	14,216.00
101-000-699.999	58206	BA	06/21/2023	BA#9-Ped Crosswalk Huron Rive&Lakec	26,395.00
101-000-699.999	58207	BA	06/21/2023	BA#9-Humps at Wiard and Michigan	33,790.00
101-000-699.999	58208	BA	06/21/2023	BA#9-Gault Demo change order	205,251.00
101-000-699.999	58209	BA	06/21/2023	BA#9-WCRC add'l for road agreement	557,272.00
101-000-699.999	58317	BA	07/19/2023	BA#10-PTO payout	1,052.00
101-000-699.999	58384	BA	08/16/2023	BA#11- Assessor classificaiton incr	15,071.00
					2,219,988.00



# 2022 Actual Fund Balance, 2023 Budgeted Projected Fund Balance and 2024 Budget Request Projected Fund Balance

<b>General Fund</b>	<b>101</b>
<b>Fund Descriptions</b>	<b>General Fund</b>
<b>2022 Audited Fund Balance</b>	<b>8,454,131</b>
<b>2023 Original Budget Needed from Fund Balance</b>	<b>(2,076,231)</b>
<b>2023 Budget Amendments Add'l from 1/1/2023 to 8/31/2023</b>	<b>(2,219,988)</b>
<b>PROJECTED 2023 FUND BALANCE</b>	<b>4,157,912</b>
<b>2023 Fund Balance to Revenue Ratio</b>	<b>40.3%</b>
<b>2024 Budget Request Needed from Fund Balance</b>	<b>(1,878,366)</b>
<b>2024 PROJECTED FUND BALANCE</b>	<b>2,279,546</b>
<b>2024 Fund Balance to Revenue Ratio</b>	<b>20.7%</b>

# REVIEW AGENDA

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- A. CLERK JARRELL ROE WILL REVIEW BOARD MEETING AGENDA

# OTHER DISCUSSION

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



**YPSILANTI  
TOWNSHIP**  
— WHERE YOUR FUTURE GROWS —

# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN  
ELDRIDGE TRUSTEES: RYAN HUNTER • JOHN P. NEWMAN II • GLORIA PETERSON •  
DEBBIE SWANSON

## ***REGULAR MEETING AGENDA*** **TUESDAY, SEPTEMBER 19, 2023** **7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
  - A. 7:00PM – RESOLUTION 2023-14, 2023 SPECIAL ASSESSMENT LEVY  
(PUBLIC HEARING SET AT THE AUGUST 15, 2023 REGULAR MEETING)
4. PUBLIC COMMENTS
  - THREE MINUTES PER PERSON
  - ALL COMMENTS MUST BE ADDRESSED TO THE CHAIR
  - PUBLIC COMMENTS ARE ALSO WELCOME AS THE BOARD ADDRESSES EACH AGENDA ITEM
5. CONSENT AGENDA
  - A. MINUTES OF THE AUGUST 15, 2023 WORK SESSION AND REGULAR MEETING
  - B. STATEMENTS AND CHECKS
    1. STATEMENTS AND CHECKS FOR SEPTEMBER 5, 2023 IN THE AMOUNT OF \$1,204,460.27
    2. STATEMENTS AND CHECKS FOR SEPTEMBER 19, 2023 IN THE AMOUNT OF \$524,718.10
    3. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR AUGUST 2023 IN THE AMOUNT OF \$45,943.89
    4. CLARITY HEALTHCARE ADMIN FEE FOR AUGUST 2023 IN THE AMOUNT OF \$1,453.20
  - C. TREASURER'S REPORT AUGUST 2023
6. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **OLD BUSINESS**

1. 2<sup>ND</sup> READING OF RESOLUTION 2023-12, PROPOSED ORDINANCE 2023-505, AN ORDINANCE TO AMEND ARTICLES 4, 5, 11, 13 AND 15 OF THE YPSILANTI TOWNSHIP ZONING ORDINANCE  
(1<sup>ST</sup> READING HELD AT THE AUGUST 15, 2023 REGULAR MEETING)

## NEW BUSINESS

1. RESOLUTION 2023-13, RESOLUTION FOR TEMPORARY ROAD CLOSURE FOR THE CALVARY BAPTIST CHURCH FALL FESTIVAL
2. REQUEST APPROVAL OF THE BENEFIT AND COMPENSATION PACKAGE FOR NEW FIRE CHIEF STEVE DENSMORE
3. REQUEST TO MOVE THE COMMUNITY RESOURCE COORDINATOR FROM A PILOT POSITION TO A REGULAR NON-UNION FULL TIME POSITION WITH AN ANNUAL SALARY OF \$50,000.00 TO POST THE POSITION
4. REQUEST TO APPROVE THE LEAVE TIME POLICY ADDRESSING PTO ACCRUAL FOR NON UNION EMPLOYEES HIRED AFTER JANUARY 1, 2009
5. REQUEST TO APPROVE THE LOCAL BROWNFIELD REVOLVING FUND GRANT AGREEMENT FOR ENVIRONMENTAL TESTING ASSOCIATED WITH THE DEMOLITION OF THE GAULT VILLAGE SHOPPING CENTER
6. REQUEST TO APPROVE THE ZONING PERMIT FOR THE INSTALLATION OF A GARDEN FENCE FOR THE NEW WEST WILLOW NEIGHBORHOOD ASSOCIATION GARDEN
7. REQUEST TO APPROVE THE QUOTE FROM BIOCARE FOR FIRE DEPARTMENT PHYSICALS IN THE AMOUNT OF \$20,826.20 BUDGETED IN LINE ITEM #206-336-719-005
8. REQUEST TO APPROVE CHANGE ORDER #1 WITH OHM ADVISORS FOR PAVING AT FIRE STATION #3 LOCATED AT 20 S. HEWITT RD. IN THE AMOUNT OF \$11,509.50 BUDGETED IN LINE ITEM #217-901-976-005
9. REQUEST TO APPROVE CHANGE ORDER #1 WITH PRECISION CUTTING FOR SIDEWALK SHAVING IN THE AMOUNT OF \$27,396.66 BUDGETED IN LINE ITEM #101-446-982-006
10. REQUEST TO APPROVE THE AGREEMENT WITH OHM ADVISORS TO PROVIDE PROFESSIONAL SERVICES FOR SPECIES RELOCATION FOR THE YPSILANTI TOWNSHIP ARPA CIVIC CENTER POND RENOVATION IN THE AMOUNT OF \$9,000.00 BUDGETED IN LINE ITEM #282-901-981-030
11. REQUEST TO APPROVE THE AGREEMENT WITH STANTEC CONSULTING TO FOR EMERGENCY SURVEY AND CIVIL ENGINEERING SERVICES FOR THE YPSILANTI TOWNSHIP COMMUNITY CENTER BATHROOM RENOVATION
12. REQUEST TO CONFIRM AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE AT 867 DEBBY CT. BUDGETED IN LINE ITEM #101-729-801-023
13. REQUEST TO CONFIRM AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE AT 1039 PARKWOOD AVE. BUDGETED IN LINE ITEM #101-729-801-023

14. REQUEST AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE AT 3110 SOUTHLAWN ST. BUDGETED IN LINE ITEM #101-729-801-023
15. REQUEST TO APPROVE THE AGREEMENT FOR ELECTION SERVICES WITH WASHTENAW COUNTY
16. REQUEST TO CANCEL THE NOVEMBER 7, 2023 WORK SESSION AND REGULAR MEETING DUE TO A SPECIAL ELECTION
17. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, OCTOBER 17, 2023 AT APPROXIMATELY 7:00PM TO ESTABLISH A SPECIAL ASSESSMENT FOR STREETLIGHTS FOR WOODLAWN
18. REQUEST TO PURCHASE FURNITURE FOR THE COMMUNITY NETWORK CENTER AT 1405 HOLMES RD. IN THE AMOUNT OF \$5,595.78 BUDGETED IN LINE ITEM #266-303-975-135
19. BUDGET AMENDMENT #12

#### **AUTHORIZATIONS AND BIDS**

1. REQUEST TO AWARD THE LOW BID FOR THE FENCE PROJECT AT FIRE STATION #3 LOCATED AT 20 S. HEWITT IN THE AMOUNT OF \$21,300.00 AND APPROVE A CHANGE ORDER FOR \$500.00 FOR A TOTAL OF \$21,800.00 BUDGETED IN LINE ITEM #217-901-976-005
2. REQUEST TO SEEK PROPOSALS FOR A MUNICIPAL POLICE FORCE FEASIBILITY STUDY
3. REQUEST TO SEEK SEALED BIDS FOR THE RENOVATION OF THE COMMUNITY CENTER 200 HALLWAY AND COMMUNITY CENTER BATHROOMS

#### **OTHER BUSINESS**

#### **BOARD MEMBER UPDATES**

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2023-14

### SPECIAL ASSESSMENT LEVY

**WHEREAS**, the Charter Township of Ypsilanti Board of Trustees, on September 19, 2023 held a public hearing on the proposed special assessment roll prepared by the Deputy Assessor, a copy of which is on file in the Clerk's Office, after advertising the same in a newspaper of record in the Township, and;

**WHEREAS**, on September 19, 2023 the Ypsilanti Township Board heard comments on said proposed special assessment roll prepared by the Deputy Assessor.

**NOW THEREFORE, BE IT RESOLVED** that the proposed special assessment roll prepared by the Deputy Assessor for the Charter Township of Ypsilanti be adopted and the amounts set forth on the special assessment roll be levied on the 2023 Winter Tax Roll.

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

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

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

**PLEASE TAKE FURTHER NOTICE** that the Township Board will hold a public hearing at the Ypsilanti Township Civic Center, 7200 S. Huron River Drive, Ypsilanti, MI on **September 19, 2023**, for the purpose of reviewing said special assessment roll and hearing any objections thereto. Said roll may be examined at the office of the Township Clerk during regular business hours of regular business days until the time of said hearing and may further be examined at said hearing. Appearance and protest at the hearing held to confirm the special assessment roll is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal.

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

**THE FOLLOWING ARE THE PROPOSED SPECIAL ASSESSMENT ROLLS TO BE LEVIED ON THE 2023 WINTER TAX ROLL**

**SECURITY CAMERA SPECIAL ASSESSMENTS**

<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>
Sugarbrook	060	West Willow	061
Thurston Area	062	Apple Ridge Area	063
Bud- Blossom Area	064	Holmes Rd Area	066
Huron Heights/ Huron Ridge	068	Creekside Village South	069
Manors at Creekside Village	070	Lakewood- Majestic Lks	071
Ponds at Lkwd- Maj Pond	072	Redwood/ Nautica Pt Apts.	073
Cliffs Condos	074	Crystal Ponds	075
Village Grove Apartments	076		

**STREET LIGHT SPECIAL ASSESSMENTS**

<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>
Shady Knoll 1-6	101	Nancy Park 1-3	102	Nancy Park 5-6	103
West Willow #1	104	Ypsi Twp Area	105	West Willow #2	106
Hickory Hill	107	Washtenaw Orchard	108	Washtenaw Ridge	109
Nancy Park #7	111	Rambling Road	112	Hickory Hill #1	113
Onandaga Street	114	West Willow Dist 3	115	S. Devonshire	116
Washtenaw Concourse	117	Delaware Street	118	Washtenaw CC #4	119
Ivanhoe Area	120	Oswego/Cayuga	121	Hawthorne Street	122
Hunt/Hollis	123	Turtle Creek	124	Turtle Creek 2	125
Debby Court	126	Lynne Street	127	West Willow 10&11	129
Johnson Place	130	Huron Hearshide	131	Oakland Estates	132
Washtenaw Clubview	133	Oakland Estates #3	134	Brookside Street	135
Huron Commercial	136	Crestwood Sub	137	Kansas St	138
Hayes Street	139	Ford Lake Village	140	Ford Lake Village #2	141
Streamwood 1-7	142	Deauville Parrish	146	Spruce Falls	147
Bagley Street	148	Partridge Creek #1	149	Georgetown Condos	150
Streamwood #8	151	Smokler Textile	152	Greene Farms #1 & #2	153
Golf Estates	154	Ohio St 2000	155	N. Kansas	156
Russell St	157	Dakota	158	Paint Creek Farms	159
Whispering Meadows #1	160	Amberly Grove	162	Greenfields #1	163
Partridge Creek 2&3	164	Partridge Creek North	165	Campbell St	166
Preserves	167	S Ivanhoe St	168	Clubview Sub	169
Wash Clubview	170	Taft Ave	171	Devonshire & Oregon	172
Greene Farms #3	173	Greene Farms #4	174	Raymond Meadows	175
Tyler Rd	176	Washtenaw Bus Park	177	Whittaker Village	178
Tremont Park #1	179	Tremont Park #2	180	Kirk St	181
Greene Farm 5	182	Greene Farm 6	183	Woodlawn St	184
Greenfields 2 & 3	185	Greene Farms #7	186	Whispering Meadows	187
Huron Meadows	188	Rivergrove	189	Aspen Ridge	191
Gates Ave	193	Fairway Hills	194	Washtenaw Clubview	196
Bradley Ave	197	Creekside West	198	Creekside South	199
Creekside East	201	Lakeview Area	202	Majestic Lake	203
Firwood Area	204	Bradley St	205	136- 177 Conversion	206
Lakeview #2	207	Tremont Park Sub	208	Turtle Creek #2	209
Creekside Village West #2	211	Manors of Creekside Village	212	Creekside Village South #2	213
Lakewood- Majestic Lakes	214	Ponds at Lkwd-Maj Ponds	215	Redwood/ Nautica Pt Apts	216
Ponds at Lkwd/ Maj Pds-2	217	Majestic Lks & Estates	218	Crystal Ponds	219
Village Grove Apartments	221				

**HEATHER JARRELL ROE, CLERK**  
Charter Township of Ypsilanti

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



# PUBLIC COMMENTS

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# **CONSENT AGENDA**

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**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE AUGUST 15, 2023 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 5:00pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

**Members Present:** Supervisor Brenda Stumbo (arrived 5:20pm),  
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

**1. AGENDA REVIEW.....SUPERVISOR STUMBO**

**6. RESOLUTION 2023-11, APPLICATION FOR LAYING OUT AND DESIGNATING A DRAINAGE DISTRICT**

Evan Pratte, Water Resource Commissioner, reviewed the process for the drainage district. He added that the infrastructure is public and would be the responsibility of whoever purchases these parcels.

Supervisor Stumbo confirmed that there is drainage in this area.

Trustee Swanson asked in what way could the township seek dollars to help with this project. Mr. Pratte stated programs are mostly for drinking water and sewer and there is not much available for stormwater.

Discussion continued on this agenda item.

**5. REQUEST TO APPROVE AN AGREEMENT WITH ERNAT CONSULTING TO ASSIST THE CHARTER TOWNSHIP OF YPSILANTI'S POLICE STEERING COMMITTEE IN DEVELOPING A REQUEST FOR PROPOSAL IN A NOT TO EXCEED AMOUNT OF \$2,500.00 BUDGETED IN LINE ITEM #101-272-801-000 CONTINGENT UPON APPROVAL OF THE AGREEMENT BY THE TOWNSHIP ATTORNEY**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE AUGUST 15, 2023 WORK SESSION  
PAGE 2**

Beth Ernat, Ernat Consulting, stated this RFP is to obtain a deep analysis of the police services from the county and to analyze the township having their own police force.

Treasurer Eldridge stated that Ernat Consulting would help construct what the RFP will look like so that the township can put it out to see if there are individuals or companies that can provide the in-depth analysis.

Trustee Newman confirmed that this agreement is just to create the RFP and not perform any consulting. Ms. Ernat confirmed this was correct.

Ms. Ernat stated the RFP should be ready to put out in about thirty days.

Trustee Swanson stated that it should be clarified that the purpose of this is to collect information to make an informed decision and it is not a recommendation.

**9. REQUEST TO APPROVE THE AGREEMENT WITH STANTEC CONSULTING TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE DESIGN, BID PROCESS AND PROJECT ADMINISTRATION FOR THE YPSILANTI TOWNSHIP COMMUNITY CENTER WATER DAMAGE RENOVATION IN A NOT TO EXCEED AMOUNT OF \$47,500.00 BUDGETED IN LINE ITEM #213-901-976-008**

John Hines, Recreation Director stated this agreement is to approve stages 2-5 that will include the design development phase, contract documents, bidding, contract administration and project closeout.

**10. REQUEST TO APPROVE THE AGREEMENT WITH STANTEC CONSULTING TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE DESIGN, BID PROCESS AND PROJECT ADMINISTRATION FOR THE YPSILANTI TOWNSHIP COMMUNITY CENTER BATHROOMS IN A NOT TO EXCEED AMOUNT OF \$98,700.00 BUDGETED IN LINE ITEM #282-901-981-040**

John Hines, Recreation Director, stated this agreement is also to approve stages 2-5 and would be a complete renovation of all six bathrooms in the community center and the sub floor underneath room 202.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE AUGUST 15, 2023 WORK SESSION  
PAGE 3**

- 11. REQUEST TO APPROVE THE AGREEMENT WITH STANTEC CONSULTING TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE DESIGN, BID PROCESS AND PROJECT ADMINISTRATION FOR THE YPSILANTI TOWNSHIP GREEN OAKS GOLF COURSE BATHROOM IN A NOT TO EXCEED AMOUNT OF \$58,300.00 BUDGETED IN LINE ITEM #282-901-981-100**

John Hines, Recreation Director, stated this item focuses on the two outdoor restrooms and the golf workshop restroom.

- 1. 1<sup>ST</sup> READING OF RESOLUTION 2023-12, PROPOSED ORDINANCE 2023-505, AN ORDINANCE TO AMEND ARTICLES 4, 5, 11, 13 AND 15 OF THE YPSILANTI TOWNSHIP ZONING ORDINANCE**

Jason Iacoangeli, Planning Director, stated that the Planning Department had been working on this package of ordinance amendments for the last year. He spoke about the newly adopted zoning ordinance and these changes were fixes to problems that had come up in the last year. Mr. Iacoangeli gave a review of some of the ordinance changes and provided examples of some of the situations that have occurred.

Mr. Iacoangeli stated the Planning Commission had made a recommendation to the township board to approve these changes.

**OLD BUSINESS**

- 1. 2<sup>ND</sup> READING OF PROPOSED ORDINANCE 2023-503, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-67 OF THE CODE OF ORDINANCES CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST SEWER RATES**

Supervisor Stumbo stated this is a 4% increase for water and sewer. She also stated that the board had increased the water subsidy that is offered by the township.

- 2. 2<sup>ND</sup> READING OF PROPOSED ORDINANCE 2023-504, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-76 (a)(1) OF THE CODE OF ORDINANCES CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST WATER SERVICE RATES**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE AUGUST 15, 2023 WORK SESSION  
PAGE 4**

- 2. RESOLUTION 2023-10, RESOLUTION REQUESTING THE WASHTENAW COUNTY BOARD OF COMMISSIONERS (WCBOC) TO IMMEDIATELY STRIKE FROM THE CONTRACT AWARDED TO THE SUPREME FELONS INC. ON JANUARY 19, 2023 CONTRACT NUMBER BEING 54519 WHICH WAS SIGNED AND RECORDED WITH THE WASHTENAW COUNTY CLERK'S OFFICE AND PROVISION CONTAINED IN PARAGRAPH 5(3) THAT AUTHORIZES AND SANCTIONS THE SUPREME FELONS INC. TO "ESTABLISH A REGULAR DISPATCH AND PATROL SYSTEM FOR FOUR NEIGHBORHOODS IN ZIP CODES 48197 AND 48198," TWO OF WHICH WERE SUBSEQUENTLY IDENTIFIED BY THE WASHTENAW COUNTY ADMINISTRATOR IN AN EMAIL DATED MAY 3, 2023 AS TARGETING THE APPLERIDGE AND SUGARBROOK SUBDIVISIONS**

Attorney Winters stated the resolution came about because of a contract that was entered into between the Washtenaw County Board of Commissioners and Supreme Felons Inc. which sanctioned the establishment a dispatch and patrol systems for neighborhoods in the 48197 and 48198 zip codes. Attorney Winters spoke about the difficulty of getting information from the county.

Numerous public comments were given in support of the groups, Supreme Felons and Men Like Us.

**The Work Session meeting was adjourned at approximately 6:50pm.**

**Respectfully Submitted,**

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

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE AUGUST 15, 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**

Numerous public comments were given in support of the groups, Supreme Felons Inc. and Men Like Us.

**NEW BUSINESS**

- 2. RESOLUTION 2023-10, RESOLUTION REQUESTING THE WASHTENAW COUNTY BOARD OF COMMISSIONERS (WCBOC) TO IMMEDIATELY STRIKE FROM THE CONTRACT AWARDED TO THE SUPREME FELONS INC. ON JANUARY 19, 2023 CONTRACT NUMBER BEING 54519 WHICH WAS SIGNED AND RECORDED WITH THE WASHTENAW COUNTY CLERK’S OFFICE AND PROVISION CONTAINED IN PARAGRAPH 5(3) THAT AUTHORIZES AND SANCTIONS THE SUPREME FELONS INC. TO “ESTABLISH A REGULAR DISPATCH AND PATROL SYSTEM FOR FOUR NEIGHBORHOODS IN ZIP CODES 48197 AND 48198,” TWO OF WHICH WERE SUBSEQUENTLY IDENTIFIED BY THE WASHTENAW COUNTY ADMINISTRATOR IN AN EMAIL DATED MAY 3, 2023 AS TARGETING THE APPLERIDGE AND SUGARBROOK SUBDIVISIONS**

Treasurer Eldridge requested to move to item #2 under New Business before other items scheduled before it. He stated that he would like to have the opportunity for him and other board members to meet with Supreme Felons to talk and have the opportunity for communication.

A motion was made by Treasurer Eldridge and supported by Trustee Hunter to table resolution 2023-10, resolution requesting the Washtenaw County Board of Commissioners (WCBOC) to immediately strike from the from the contract awarded to the Supreme Felons Inc. on January 19, 2023 contract number being 54519 which was signed and recorded with the Washtenaw County Clerk’s Office and provision contained in paragraph 5(3) that authorizes and sanctions the Supreme Felons Inc. to “establish a regular dispatch and patrol system for four neighborhoods in zip codes 48197 and 48198” to of which were subsequently identified by the Washtenaw County Administrator in an email dated May 3, 2023 as targeting the Appleridge and Sugarbrook Subdivisions for thirty days.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE AUGUST 15, 2023 REGULAR BOARD MEETING  
PAGE 2**

Clerk Jarrell Roe stated that whenever the resolution comes back to the board, she will be voting no, as she had planned to do tonight.

Trustee Peterson stated that she was concerned there had never been discussion about this with the Supreme Felons group.

The motion carried unanimously.

**4. CONSENT AGENDA**

**A. MINUTES OF THE JULY 18, 2023 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

1. STATEMENTS AND CHECKS FOR AUGUST 1, 2023 IN THE AMOUNT OF \$1,101,591.59
2. STATEMENTS AND CHECKS FOR AUGUST 15, 2023 IN THE AMOUNT OF \$1,704,302.26
3. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR JUNE 2023 IN THE AMOUNT OF \$41,581.26
4. CLARITY HEALTHCARE ADMIN FEE FOR JUNE 2023 IN THE AMOUNT OF \$1,436.11

**C. TREASURER'S REPORT JUNE 2023**

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the consent agenda.

The motion passed unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

There was no legal update.

**OLD BUSINESS**

1. **2<sup>ND</sup> READING OF PROPOSED ORDINANCE 2023-503, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-67 OF THE CODE OF ORDINANCES CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST SEWER RATES**

Clerk Jarrell Roe read the proposed ordinance into the record.

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the 2<sup>nd</sup> Reading of the proposed ordinance 2023-503, an ordinance to amend chapter 62, article IV, section 62-67 of the Code of Ordinances Charter Township of Ypsilanti, to adjust sewer rates (see attached).



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Luke Blackburn, YCUA Director, stated this is a four percent increase in and is driven by the increase in costs for supplies and professional services.

A roll call vote was held.

Stumbo	Yes	Hunter	Yes	Swanson	Yes
Jarrell Roe	Yes	Newman	Yes		
Eldridge	Yes	Peterson	Yes		

The motion passed unanimously.

**2. 2<sup>nd</sup> READING OF PROPOSED ORDINANCE 2023-504, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-76 (a)(1) OF THE CODE OF ORDINANCES CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST WATER SERVICE RATES**

Clerk Jarrell Roe read the proposed ordinance into the record.

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the 2<sup>nd</sup> Reading of the proposed ordinance 2023-504, an ordinance to amend chapter 62, article IV, section 62-76 (a)(1) of the Code of Ordinances Charter Township of Ypsilanti, to adjust water service rates (see attached).

Luke Blackburn, YCUA Director stated the four percent increase to water rates is primarily driven by the increase in costs from the Great Lakes Water Authority to YCUA that became effective July 1.

A roll call vote was held.

Stumbo	Yes	Hunter	Yes	Swanson	Yes
Jarrell Roe	Yes	Newman	Yes		
Eldridge	Yes	Peterson	Yes		

The motion carried unanimously.

**NEW BUSINESS**

**1. 1<sup>ST</sup> READING OF RESOLUTION 2023-12, PROPOSED ORDINANCE 2023-505, AN ORDINANCE TO AMEND ARTICLES 4, 5, 11, 13 AND 15 OF THE YPSILANTI TOWNSHIP ZONING ORDINANCE**

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the first reading of resolution 2023-12, proposed ordinance 2023-505, an ordinance to amend articles 4, 5, 11, 13 and 15 of the Ypsilanti Township Zoning Ordinance (see attached).

**CHARTER TOWNSHIP OF YPSILANTI  
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Trustee Swanson asked if notices would be sent to property owners about the changes to the zoning ordinance. Clerk Jarrell Roe responded that she didn't believe any notices were sent out since these changes do not affect the primary zoning of a residence.

A roll call vote was held.

Stumbo	Yes	Hunter	Yes	Swanson	Yes
Jarrell Roe	Yes	Newman	Yes		
Eldridge	Yes	Peterson	Yes		

The motion carried unanimously.

**3. REQUEST TO APPROVE L-4029 2023 TAX RATE**

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the L-4029 2023 tax rate (see attached).

Supervisor Stumbo stated this will set the taxes for next year's budget. She added that the levy for a five year capital improvement millage for the fire department is expiring this year and the township is not seeking to renew it and that the fire department has been able to make the improvements.

The motion carried unanimously.

**4. REQUEST TO FILL THE MUNICIPAL SERVICES DIRECTOR POSITION WITH INTERNAL CANDIDATE JOHN HINES, WITH A STARTING SALARY OF \$90,000.00 ANNUALLY**

Clerk Jarrell Roe read the memo into the record.

A motion was made by Clerk Jarrell Roe and seconded Trustee Peterson to approve the request to fill the Municipal Services Director Position with internal candidate John Hines, with a starting salary of \$90,000.00 annually.

Supervisor Stumbo stated the township has been without a Residential Services Director since January. She added that Mr. Hines previously stepped in as her deputy during COVID and learned the budget process, which will be very beneficial in this position as it supervises the largest number of employees and the largest amount of money. Supervisor Stumbo thanked Mr. Hines for his work as the interim Residential Services Director.

Clerk Jarrell Roe stated the Mr. Hines can be counted on, he has a good relationship with employees and his understanding of the organization is very helpful.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI  
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- 5. REQUEST TO APPROVE AN AGREEMENT WITH ERNAT CONSULTING TO ASSIST THE CHARTER TOWNSHIP OF YPSILANTI'S POLICE STEERING COMMITTEE IN DEVELOPING A REQUEST FOR PROPOSAL IN A NOT TO EXCEED AMOUNT OF \$2,500.00 BUDGETED IN LINE ITEM #101-272-801-000 CONTINGENT UPON APPROVAL OF THE AGREEMENT BY THE TOWNSHIP ATTORNEY**

A motion was made by Trustee Peterson and seconded by Clerk Jarrell Roe to approve an agreement with Ernat Consulting to assist the Charter Township of Ypsilanti's Police Steering Committee in developing a request for proposal in a not to exceed amount of \$2,500.00 budgeted in line item #101-272-801-000 contingent upon approval of the agreement by the township attorney (see attached).

Supervisor Stumbo stated this was discussed during the work session.

The motion carried unanimously.

- 6. RESOLUTION 2023-11, APPLICATION FOR LAYING OUT AND DESIGNATING A DRAINAGE DISTRICT**

Clerk Jarrell Roe read the resolution into the record.

A motion was made Trustee Peterson and seconded by Treasurer Eldridge to approve resolution 2023-11, application for laying out and designating a drainage district (see attached).

Supervisor Stumbo stated this was discussed during the work session.

The motion carried unanimously.

- 7. REQUEST TO APPROVE A QUOTE FROM SINGLE SOURCE PROVIDER IMAGE TREND FOR INCIDENT REPORTING SOFTWARE FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$18,803.00 BUDGETED IN LINE ITEM #206-901-980-001 CONTINGENT UPON ATTORNEY APPROVAL OF THE AGREEMENT**

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to approve a quote from single source provider Image Trend for incident reporting software for the fire department in the amount of \$18,803.00 budgeted in line item #206-901-980-001 contingent upon attorney approval of the contract.

There was no discussion.

The motion carried unanimously.

- 8. REQUEST TO APPROVE THE SECOND AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR STREET SWEEPING IN THE AMOUNT OF \$17,113.74 BUDGETED IN LINE ITEM #213-901-976-008**

**CHARTER TOWNSHIP OF YPSILANTI  
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A motion was made by Trustee Peterson and seconded by Trustee Hunter to approve the Second Agreement with the Washtenaw County Road Commission for the street sweeping in the amount of \$17,113.74 budgeted in line item #213-901-976-008 (see attached).

Supervisor Stumbo stated the township only gets one street sweep and additional dollars have to be spent to get an additional sweeping.

The motion carried unanimously.

**9. REQUEST TO APPROVE THE AGREEMENT WITH STANTEC CONSULTING TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE DESIGN, BID PROCESS AND PROJECT ADMINISTRATION FOR THE YPSILANTI TOWNSHIP COMMUNITY CENTER WATER DAMAGE RENOVATION IN A NOT TO EXCEED AMOUNT OF \$47,500.00 BUDGETED IN LINE ITEM #213-901-976-008**

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to approve the agreement with Stantec Consulting to provide professional services related to the design, bid process and project administration for the Ypsilanti Township Community Center Water Damage Renovation in a not to exceed amount of \$47,500.00 budgeted in line item #213-901-976-008 (see attached).

There was no discussion.

The motion carried unanimously.

**10. REQUEST TO APPROVE THE AGREEMENT WITH STANTEC CONSULTING TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE DESIGN, BID PROCESS AND PROJECT ADMINISTRATION FOR THE YPSILANTI TOWNSHIP COMMUNITY CENTER BATHROOMS IN A NOT TO EXCEED AMOUNT OF \$98,700.00 BUDGETED IN LINE ITEM #282-901-981-040**

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve the agreement with Stantec Consulting to provide professional services related to the design, bid process and project administration for the Ypsilanti Township Community Bathrooms in a not to exceed amount of \$98,700.00 budgeted in line item #282-901-981-040 (see attached).

There was no discussion.

The motion carried unanimously.

**11. REQUEST TO APPROVE THE AGREEMENT WITH STANTEC CONSULTING TO PROVIDE PROFESSIONAL SERVICES RELATED TO THE DESIGN, BID PROCESS AND PROJECT ADMINISTRATION FOR THE YPSILANTI TOWNSHIP GREEN OAKS GOLF COURSE BATHROOM IN A NOT TO EXCEED AMOUNT OF \$58,300.00 BUDGETED IN LINE ITEM #282-901-981-100**

**CHARTER TOWNSHIP OF YPSILANTI  
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A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the agreement with Stantec Consulting to provide professional services related to the design, bid process and project administration for the Ypsilanti Township Green Oaks Golf Course Bathroom in a not to exceed amount of \$58,300.00 budgeted in line item #282-901-981-100 (see attached).

There was no discussion.

The motion carried unanimously.

**12. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, SEPTEMBER 19, 2023 AT APPROXIMATELY 7:00PM – 2023 SPECIAL ASSESSMENT LEVY**

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to set a public hearing date of Tuesday, September 19, 2023 at approximately 7:00pm for the 2023 Special Assessment Levy.

Supervisor Stumbo stated this is an annual public hearing.

The motion carried unanimously.

**13. Budget Amendment #11**

Clerk Jarrell Roe read the budget amendment into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve Budget Amendment #11 (see attached).

There was no discussion.

The motion carried unanimously.

**AUTHORIZATIONS AND BIDS**

**1. REQUEST TO AWARD THE QUOTE FOR FLOORING INSTALLATION AT 1405 HOLMES RD TO ANN ARBOR CARPETS INC. IN THE AMOUNT OF \$12,408.06 BUDGETED IN LINE ITEM #266-303-975-135**

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to award the quote for flooring installation at 1405 Holmes Rd. to Ann Arbor Carpets Inc. in the amount of \$12,408.06 budgeted in line item #266-303-975-135.

There was no discussion.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE AUGUST 15, 2023 REGULAR BOARD MEETING  
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**2. REQUEST TO SEEK BIDS FOR THE YPSILANTI TOWNSHIP HELPFUL HANDBOOK AND RECREATION GUIDE**

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the request to seek bids for the Ypsilanti Township Helpful Handbook and Recreation Guide.

There was no discussion.

The motion passed unanimously.

**3. REQUEST APPROVAL TO SEEK SEALED BIDS FOR PARK ENTRANCE SIGNAGE DESIGN AND INSTALLATION**

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve the request to seek sealed bids for park entrance signage design and installation.

John Hines, Recreation Director, stated this RFP is to replace the park entrance signs at seventeen of the township parks.

Supervisor Stumbo stated that these updates are going to be going through the township with the branding of the township's new logo.

Trustee Swanson stated she would like to see cohesiveness with the colors being used throughout our parks.

The motion passed unanimously.

**4. REQUEST TO SEEK SEALED BIDS FOR THE RENOVATION OF CLUB VIEW PARK TENNIS COURTS AS PART OF THE mDNR LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT**

A motion was made by Treasurer Eldridge and seconded by Trustee Swanson to approve the request to seek sealed bids for the renovation of Clubview Tennis Courts as part of the mDNR Land and Water Conservation Fund Development Project Agreement.

John Hines, Recreation Director, stated this project is to go out to bid to work on tennis courts at Clubview Park and that the bids would come back to the board.

Trustee Swanson gave thanks for the work on this project and added that when she was a park commissioner, she was adamantly against removing infrastructure and is very grateful that this area is being updated and also adding pickle ball courts. The motion passed unanimously.

**CHARTER TOWNSHIP OF YPSILANTI  
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**5. REQUEST TO SEEK SEALED BIDS FOR THE RENOVATION OF COMMUNITY CENTER PARK TENNIS COURTS AS PART OF THE mDNR LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT**

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve the request to seek sealed bids for the renovation of Community Center Park Tennis Courts as part of the mDNR Land and Water Conservation Fund Development Project Agreement.

Supervisor Stumbo stated this would come back to the board for final approval.

The motion passed unanimously.

**6. REQUEST TO SEEK SEALED BIDS FOR THE REPAIRS OF FORD LAKE PARK SHELTERS 1-4 AND WEST WILLOW PARK SHELTER AS PART OF THE AMERICAN RESCUE PLAN ACT (ARPA) PROJECT FUNDING**

A motion was made by Trustee Peterson and seconded by Treasurer Eldridge to approve the request to seek sealed bids for the repairs of Ford Lake Park Shelters 1-4 and West Willow Park Shelter as part of the American Rescue Plan Act (ARPA) project funding.

John Hines, Recreation Director, stated this RFP is for improvements for shelters at both locations. He added this work could possibly be completed this year and then detailed the improvements that will be made.

Trustee Swanson asked if details about the exact improvements would be brought back to board and added that the decisions about these locations are important because community property is being taken care of for the long haul.

The motion passed unanimously.

**7. REQUEST TO SEEK SEALED BIDS FOR THE RIDGE RD. SIDEWALK PROJECT**

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve the request to seek sealed bids for the Ridge Rd. sidewalk project.

Supervisor Stumbo reviewed the improvements to be made to the area and stated there will also be improvements to Appleridge Park.

The motion passed unanimously.

**OTHER BUSINESS**

There was no other business.

**BOARD MEMBER UPDATES**

**CHARTER TOWNSHIP OF YPSILANTI  
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Trustee Swanson stated her thanks to all the people that had come out to speak at tonight's meeting. She stated her concerns with the dispatch and patrol portion of the contract between Supreme Felons, Inc. and Washtenaw County and that certain neighborhoods had been targeted all without any communication with the township. Trustee Swanson added that this resolution was about patrolling and dispatch and was not about dismantling the organization or taking funding away.

Trustee Newman stated that he agreed with Trustee Swanson and that he believed the information was misunderstood about what the resolution was about.

Supervisor Stumbo stated this was about a contract to dispatch and patrol in our neighborhoods and that the township did not know what that meant and was not included in the conversation. She added that the three full time officials met with Greg Dill to get clarity and learn more about liability. Supervisor Stumbo stated the only people the township contracts with for dispatch and patrol is the Washtenaw County Sheriff's Department.

Trustee Hunter stated that he concurred with what had been said and that he thought tonight was a healthy demonstration of civic engagement. He added that this was not about dismantling Supreme Felons and that he was not sure that was understood by the group of people who attended the meeting. He added that he thought Mr. Winters had been a good steward for the community and that he had been an encouraging colleague.

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 10:23pm.

Respectfully Submitted,

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

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



**CHARTER TOWNSHIP OF YPSILANTI**  
**ORDINANCE NO. 2023-503**

**An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to adjust sewage disposal rates.**

**BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:**

follows: Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as

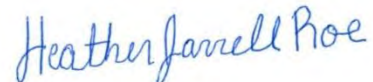
For all billings rendered prior to September 1, 2023, existing sewage disposal service rates shall prevail. For all billings rendered on or after September 1, 2023, charges for sewage disposal services shall be as follows, for each bimonthly (two-month) period:

(1) **Readiness-to-serve rates based on size of meter:**

Meter Size (inch)	Sewage Rate
5/8-3/4	\$ 18.17
1	\$ 45.43
1-1/2	\$ 90.86
2	\$ 145.38
3	\$ 454.30
4	\$ 908.61
6	\$ 1,817.20
8	\$3,180.11
10	\$4,997.31
12	\$5,905.92

(2) **Commodity rate:** \$2.99 per 100 cubic feet

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2023-503 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on August 15, 2023 after first being introduced at a Regular Meeting held on July 18, 2023. The motion to approve was made by member Jarrell Roe and seconded by Eldridge YES: Stumbo, Jarrell Roe, Eldridge, Hunter, Newman, Peterson, and Swanson ABSENT: None NO: None ABSTAIN: None.



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Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
ORDINANCE 2023-504**

**An ordinance to amend Chapter 62, Article IV, Section 62-76(a)(1) of the Code of Ordinances, Charter Township of Ypsilanti, to adjust water service rates.**

**BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:**

Section 62-76(a)(1) of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

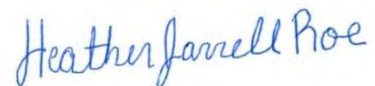
For all billings rendered prior to September 1, 2023, existing water service rates shall prevail. For all billings rendered on or after September 1, 2023, charges for water service rates shall be as follows, for each bimonthly (two-month) period:

**(1) Readiness-to-serve rates based on size of meter:**

Meter Size (inch)	Water Rate
5/8-3/4	\$ 17.40
1	\$ 43.50
1-1/2	\$ 87.01
2	\$ 139.21
3	\$ 435.03
4	\$ 870.06
6	\$ 1,740.12
8	\$ 3,045.21
10	\$4,785.32
12	\$5,655.38

**(2) Commodity rate: \$3.76 per 100 cubic feet**

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2023-504 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on August 15, 2023 after first being introduced at a Regular Meeting held on July 18, 2023. The motion to approve was made by member Jarrell Roe and seconded by Eldridge YES: Stumbo, Jarrell Roe, Eldridge, Hunter, Newman, Peterson, and Swanson ABSENT: None NO: None ABSTAIN: None.



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Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
PROPOSED ORDINANCE NO. 2023-505**

**An Ordinance to Amend Articles 4, 5, 11, 13, and 15 of the  
Ypsilanti Township Zoning Ordinance**

**Article 4 – District Regulations Zoning Text Amendments**

**Sections 407, 408, and 409 – Residential Multiple-Family Districts**

Single-family residential uses are permitted in the three residential multiple-family districts (RM-LD, RM-MD, and RM-HD) but the dimensional requirements do not contemplate setbacks for single-family residential uses, only multiple-family residential uses. Requiring a single-family residential dwelling to comply with the required 60-foot aggregate side yard setback, for example, of the RM-LD district makes most typical platted subdivision lots unbuildable except for variance approval. On October 5, 2022, staff brought before the Zoning Board of Appeals a request by Habitat for Humanity to seek a variance from Sec. 407 due to the inability for them to meet the aggregate 60-foot side yard setback requirement on a RM-LD lot located at 966 N. Prospect. The lot was only 51' wide rendering the construction of a single-family home impossible with the current standards. If this Zoning Text Amendment was in effect at the time, Habitat for Humanity could simply use the dimensional standards of the most similar single-family lot, in this case, a R-5 One-Family Residential lot. **Staff recommends the following language be included in the supplemental district standards for all three multiple-family districts:**

**The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.**

Sec. 407. - Residential multiple-family: low density:

1. *Intent:* The intent is to provide sites for low-density multiple-family dwelling structures, and related uses.
2. *Use regulations:* Section 420 sets forth permitted, accessory and special land uses within the RM-LD residential district.
3. *Dimensional requirements:* The following dimensional requirements shall apply to the RM-LD residential district.

Min. Lot Size		Max. Lot Coverage (all buildings)	Max. Height		Min. Yards & Setbacks in feet			
in acres	Width in feet		Stories	Feet	Front	Side		Rear
						Least	Total	
1 or 3 <sup>1</sup>	80	25%	3	35	30	30	60	30

<sup>1</sup> Minimum total lot area of one (1) acre for residential use with a minimum lot area of seven thousand two hundred (7,200) square feet per dwelling unit, and minimum lot area of three (3) acres for non-residential uses

4. *Supplemental district standards:*
  - A. In addition to those bulk regulations listed in Section 407.3, all development shall conform to supplemental bulk regulations listed in Section 419.
  - B. The following minimum dwelling unit size requirements shall apply to the RM-MD residential districts

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
350 sq. ft.	500 sq. ft.	700 sq. ft.	900 sq. ft.	1,100 sq. ft.

C. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.

## Article 4 – District Regulations Zoning Text Amendments

### Sections 407, 408, and 409 – Residential Multiple-Family Districts

Single-family residential uses are permitted in the three residential multiple-family districts (RM-LD, RM-MD, and RM-HD) but the dimensional requirements do not contemplate setbacks for single-family residential uses, only multiple-family residential uses. Requiring a single-family residential dwelling to comply with the required 60-foot aggregate side yard setback, for example, of the RM-LD district makes most typical platted subdivision lots unbuildable except for variance approval. On October 5, 2022, staff brought before the Zoning Board of Appeals a request by Habitat for Humanity to seek a variance from Sec. 407 due to the inability for them to meet the aggregate 60-foot side yard setback requirement on a RM-LD lot located at 966 N. Prospect. The lot was only 51’ wide rendering the construction of a single-family home impossible with the current standards. If this Zoning Text Amendment was in effect at the time, Habitat for Humanity could simply use the dimensional standards of the most similar single-family lot, in this case, a R-5 One-Family Residential lot. **Staff recommends the following language be included in the supplemental district standards for all three multiple-family districts:**

The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.

Sec. 408. - Residential multiple-family: medium density:

1. *Intent:* The intent is to provide sites for medium-density multiple-family dwelling structures, and related uses.
2. *Use regulations:* Section 420 sets forth permitted, accessory and special land uses within the RM-MD residential district.
3. *Dimensional requirements:* The following dimensional requirements shall apply to the RM-MD residential districts.

Min. Lot Size		Max. Lot Coverage (all buildings)	Max. Height		Min. Yards & Setbacks in feet			
			Stories	Feet	Front	Side		Rear
in acres	Width in feet				Least	Total		
1 or 3 <sup>1</sup>	100	15%	4	45	40	40	80	50

<sup>1</sup> Minimum total lot area of one (1) acre for residential use with a minimum lot area of seven thousand two hundred (7,200) square feet per dwelling unit, and minimum lot area of three (3) acres for non-residential uses.

4. *Supplemental district standards:*
  - A. In addition to those bulk regulations listed in Section 408.3, all development shall conform to supplemental bulk regulations listed in Section 419.
  - B. The following minimum dwelling unit size requirements shall apply to the RM-MD residential districts

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
350 sq. ft.	500 sq. ft.	700 sq. ft.	900 sq. ft.	1,100 sq. ft.

C. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.

## Article 4 – District Regulations Zoning Text Amendments

### Sections 407, 408, and 409 – Residential Multiple-Family Districts

Single-family residential uses are permitted in the three residential multiple-family districts (RM-LD, RM-MD, and RM-HD) but the dimensional requirements do not contemplate setbacks for single-family residential uses, only multiple-family residential uses. Requiring a single-family residential dwelling to comply with the required 60-foot aggregate side yard setback, for example, of the RM-LD district makes most typical platted subdivision lots unbuildable except for variance approval. On October 5, 2022, staff brought before the Zoning Board of Appeals a request by Habitat for Humanity to seek a variance from Sec. 407 due to the inability for them to meet the aggregate 60-foot side yard setback requirement on a RM-LD lot located at 966 N. Prospect. The lot was only 51' wide rendering the construction of a single-family home impossible with the current standards. If this Zoning Text Amendment was in effect at the

time, Habitat for Humanity could simply use the dimensional standards of the most similar single-family lot, in this case, a R-5 One-Family Residential lot. **Staff recommends the following language be included in the supplemental district standards for all three multiple-family districts:**

The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.

Sec. 409. - Residential multiple-family: high density:

1. *Intent:* The intent is to provide sites for high-density multiple-family dwelling structures, and related uses.
2. *Use regulations:* Section 420 sets forth permitted, accessory and special land uses within the RM-HD residential district.
3. *Dimensional requirements:* The following dimensional requirements shall apply to the RM-HC residential districts.

Min. Lot Size		Max. Lot Coverage (all buildings)	Max. Height		Min. Yards & Setbacks in feet			
in acres	Width in feet		Stories	Feet	Front	Side		Rear
						Least	Total	
1 or 3 <sup>1</sup>	150	15%	8	85	50	50	100	50

<sup>1</sup> Minimum total lot area of one (1) acre for residential use with a minimum lot area of seven thousand two hundred (7,200) square feet per dwelling unit, and minimum lot area of three (3) acres for non-residential uses

4. *Supplemental district standards:*

- A. In addition to those bulk regulations listed in Section 409.3, all development shall conform to supplemental bulk regulations listed in Section 419.
- B. The following minimum dwelling unit size requirements shall apply to the RM-H residential districts:

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
350 sq. ft.	500 sq. ft.	700 sq. ft.	900 sq. ft.	1,100 sq. ft.

**C. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.**

#### Article 4, Section 420 – Residential Use Table

Staff suggests amending the industrial schedule of uses to provide for uses more in line with the Master Plan, industrial users that are currently operating in the township, and uses more aligned with today's economic trends. Please find below the proposed changes:

#### Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
P = Permitted Use    SL-PC = Special Use Planning Commission Approval SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted				
Blast furnace, steel furnace, blooming or rolling mill		P		Located not less than eight hundred (800) feet distance from any residential district and not less than three hundred (300) feet distant from any other district
Central dry-cleaning plant, service to more than one facility	P	P		
Crematorium		<del>SL-PG</del>	<u>SL-PC</u>	Subject to conditions in Section 1115
Garbage, refuse and rubbish transfer stations		P		Subject to conditions in Section 1152.
Heating and electric power generating plants, and all necessary uses		<del>SL-PG</del>	<u>SL-PC</u>	
<del>Incineration of garbage or refuse when conducted within an approved and enclosed incinerator plant</del>		P		<del>Located not less than eight hundred (800) feet distance from any residential district and not less than three hundred (300) feet distant from any other district</del>
Junkyards and places for dismantling, wrecking, and disposing or salvaging of the junk and or refuse material of agricultural and automotive vehicles, paper, glass, and other materials of a similar nature, including processing of materials for recycling		<del>P</del>	<u>SL-PC</u>	Subject to conditions in Section 1137 and Article V, Junkyards, and automobile dismantling, of Chapter 22 of the Charter Township of Ypsilanti Code of Ordinances i
<del>Lumber and planing mills</del>	<del>SL-PG</del>	<del>SL-PC</del>		<del>Must be in enclosed building and located in the interior of the district so that no property line shall form the exterior boundary of the zoning district</del>
<u>Product Assembly</u>				
<u>Manufacturing and Production</u>	<u>SL-PC</u>	<u>SL-PC</u>	<u>SL-PC</u>	

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<p>P = Permitted Use    SL-PC = Special Use Planning Commission Approval  SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</p>				
<del>Manufacture of corrosive acid or alkali, cement, lime, gypsum, or plaster of Paris.</del>		P	P	<del>Located not less than eight hundred (800) feet distant from any residential district and not less than three hundred (300) feet distant from any other district</del>
<del>Manufacture of musical instruments, toys, novelties and metal or rubber stamps, or other small, molded rubber products</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Manufacture or assembly of electrical appliances, electronic instruments and devices, radios, and phonographs</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Manufacture, compounding, assembling or treatment of Articles or merchandise from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal (excluding large stamping such as automobile fenders or bodies), shell, textiles, tobacco, wax, wire, wood (excluding saw and planing mills) and yarns.</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Manufacture, compounding, processing, packaging, or treatment of such products as: bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, hardware, and cutlery; tool, die, gauge and machine shops</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Metal plating, buffing, and polishing</del>	SL-PC	SL-PC		<del>Subject to appropriate measures to control the type of process to prevent noxious results and/or nuisances</del>



Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<p>P = Permitted Use    SL-PC = Special Use Planning Commission Approval            SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</p>				
Self-Storage Facilities and storage buildings for lease to the public	<del>SL-PC</del>	SL-PC	<u>P</u>	Subject to conditions in Section 1134.
Petroleum or other inflammable liquids, production, refining or storage		<u>P</u>	<u>SL-PC</u>	Located not less than eight hundred (800) feet distant from any residential district and not less than three hundred (300) feet distant from any other district
<del>Sand and gravel extraction</del>		<u>P</u>		<del>Subject to conditions in Section 1148.</del>
<del>Smelting of copper, iron, or zinc ore</del>		<u>P</u>		<del>Located not less than eight hundred (800) feet distant from any residential district and not less than three hundred (300) feet distant from any other district</del>
Last mile logistics and distribution warehouses and uses.		<u>P</u>	P	
Large Scale Customer Fulfillment Centers		<u>P</u>	P	
Laboratories, experimental technology testing facilities.	<u>P</u>	<u>P</u>	P	
Avionic repair and manufacturing including airplanes, helicopters, and drones.		<u>P</u>	P	
<del>Green infrastructure and technology</del>			<u>P</u>	
Data centers for the storage and warehousing of computer servers.		<u>P</u>	P	
Outdoor Storage and Contractors/Landscapers Yard	<u>P</u>	<del>SL-PC</del>	<u>SL-PC</u>	Subject to conditions in Section 1157.
<del>Open Air Business</del>	SL-PC	SL-PC		<del>Subject to condition in Section 1119.</del>
Warehouses and <u>indoor</u> storage	<u>P</u>	P	<u>P</u>	

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
<del>Uses which have an industrial character in terms of either their outdoor storage requirements or activities such as, but not limited to: lumberyard, building materials outlet, upholsterer, cabinetmaker, outdoor boat, house trailer, automobile garage or agricultural implement sales</del>	<del>SL-PC</del>	<del>SL-PC</del>		
<del>Laboratories, experimental, film or testing</del>	<del>SL-PC</del>	<del>P</del>		<del>In I-T, must be in enclosed building</del>
Medical laboratories	P	P		
<del>Research and development, including laboratories, prototype development and testing facilities, design and pilot or experimental product development</del>	<del>P</del>	<del>P</del>		<del>In I-T, must be in enclosed building</del>
<u>Green Industry and Energy</u>				
<u>Green technology research and manufacturing</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Solar Farms</u>		<u>SL-PC</u>	<u>SL-PC</u>	
<u>Green Battery Manufacturing</u>		<u>P</u>	<u>P</u>	
<u>Hydrogen Technology and alternative green fuels</u>		<u>SL-PC</u>	<u>P</u>	
<u>Research and development, including laboratories, prototype development and testing facilities, design and pilot or experimental product development</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<b>Agricultural</b>				
<del>Farm operation</del>	<del>P</del>	<del>P</del>		
Greenhouse and plant material nursery (materials grown and sold on-site)	P	P	<u>P</u>	
<del>Community Supported Agriculture</del>	<del>SL-PC</del>			

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
<b>Office and Financial</b>				
Office buildings	P	<u>P</u>	<u>P</u>	
Data processing and computer centers, including service and maintenance of electronic data processing equipment	P	<u>P</u>	<u>P</u>	
<b>Retail and Services</b>				
Sexually Oriented Businesses			SL-PC	Subject to conditions in Section 1139.
<del>Adult/child day care center + preschools</del>	<del>SL-PG</del>			
Commercial kennels/ pet day care	SL-PC	P	<u>P</u>	Subject to conditions in Section 1161
<del>Massage therapy</del>			<del>SL-PC</del>	<del>Subject to conditions in Section 1140.</del>
<del>Pawnbroker, secondhand dealer, and junk dealer facilities</del>			<del>SL-PG</del>	<del>Subject to conditions in Section 1141.</del>
Incidental Sales and Services	A	A	A	Subject to conditions in Section 1132
Tattoo parlor			SL-PC	
<b>Medical Marihuana</b>				
Class A Grower (may grow up to five hundred (500) marijuana plants), Class B Grower (may grow up to one thousand (1,000) marijuana plants), and Class C			P	

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    – = Not permitted</b>				
Grower (may grow up to one thousand-five hundred (1,500) marijuana plants)				
Processor			P	
Safety Compliance Facility			P	
Dispensary			P	
Secure Transporter			P	
Provisioning Center			P	
Microbusiness			P	
<b>Recreational Marihuana</b>				
Class A Marijuana Grower (may grow up to one hundred (100) plants), Class B Marijuana Grower (may grow up to five hundred (500) plants), and Class C Marijuana Grower (may grow up to two thousand (2,000) plants)			P	
Processor			P	
Safety Compliance Facility			P	
Provisioning Center			P	
Secure Transporter			P	
Retailer			P	
Microbusiness			P	
<b>Lodging and Restaurants</b>				
Hotels	P			Subject to condition in Section 1123.
Motels	P			Subject to conditions in Section 1122.

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
Restaurants	P			
<b>Civic/Institutional</b>				
Hospitals	P			
Trade or industrial schools	P	P	<u>P</u>	No outdoor storage
Parole or probation offices			SL-PC	Subject to conditions in Section 1143.
Public/government buildings	P	<u>P</u>	<u>P</u>	
Public utility buildings, excluding wastewater treatment plants	P	P	<u>P</u>	
Transfer and electricity and gas service buildings and yards	P	P	<u>SL-PC</u>	
Wastewater treatment plants			P	Subject to conditions in Section 1154.
<b>Recreation</b>				
Assembly halls, display halls, convention center, theater, or similar places of assembly	<u>SL-PC</u>			Conducted in completely enclosed building
Health clubs, fitness centers, gyms and aerobic clubs, health, and fitness center	SL-PC	SL-PC		Permitted as accessory use only in I-T
Indoor recreational facility, including bowling alley, archery range, tennis/racquet ball court, skating rink, athletic field, swimming pool, and other similar uses	SL-PC	SL-PC		Permitted as accessory use only in I-T. Must be located at least one hundred (100) feet from any front, rear, or side yard of any residential lot in an adjacent residential district. Subject to conditions in Section 1135.
Lighted outdoor commercial sports centers, including baseball and other intense activities		P		Subject to conditions in Section 1153.

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
<del>Outdoor spat ball, simulated war games and similar activities</del>		<del>P</del>		<del>Subject to conditions in Section 1151.</del>
Outdoor theaters		SL-PC	<u>SL-PC</u>	Subject to conditions in Section 1138.
Racetracks (including midget auto and karting tracks) and dirt tracks		<del>P</del>	<u>SL-PC</u>	Subject to conditions in Section 1150.
<b>Automotive/Transportation</b>				
Airports	<u>SL-PC</u>	SL-PC	<u>SL-PC</u>	Subject to conditions in Section 1133.
Auto engine and body repair, and undercoating shops	<u>SL-PC</u>		<u>SL-PC</u>	When conducted in enclosed building
Automobile mechanical component dismantling and recycling			SL-PC	Subject to conditions in Section 1142.
Freight terminals	<del>P</del>	P	<del>P</del>	
Railroad transfer and storage tracks, railroad rights-of-way	P	P	<del>P</del>	
Railroad lines, rail spurs and similar rail transport access facilities	P	P	P	Subject to conditions in Section 1145.
<b>Accessory Uses</b>				
Accessory buildings and uses customarily incident to any permitted use in this table	A	A	A	
<b>Other</b>				
Wireless communication towers and antennas	See Section 1144.			

(Ord. No. 2018-476 , § 2, 2-20-18)

**Article 5 – Sec. 506. – Town Center:**

**Use groups by category in Town Center**

Use Group 2 for the Town center corridors indicates in Use Group 2 *mixed uses: any combination of uses located in group 1, 2, or 3 that is mixed vertically in a building or horizontal on one parcel* is permitted but Use Group 4 (retail, entertainment, and service uses) have been excluded from the mixed-use groups even though Use Group 4 is permitted across all site types. Staff recommends that Use Group 2 for all corridors be corrected to include Use Group 4 in the mixed-uses permitted. **This Zoning Ordinance Text Amendment will be brought to the Planning Commission for the Neighborhood and Regional Corridor in the coming months.** See next page.

**Current Zoning Ordinance Language:**

*2. Use Groups by Category-Town Center:*

<b>Town Center Corridors</b>
<b>Use Group 1</b>
<b>Residential Uses:</b>
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.
<b>Use Group 2</b>
<b>Misc. Residential/Related Uses:</b>
Mixed-use. Any combination of uses located in group 1, 2 or 3, that is mixed vertically in a building or horizontal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Child care centers, subject to regulations in Section 1155.
Bed and Breakfast operations, subject to regulations in Section 1107.
<b>Use Group 3</b>
<b>Office/Institutional:</b>
Civic Buildings.
Professional and medical office.
Primary/secondary schools (private).
Publicly owned/operated office and service facilities.
Place of worship.
Veterinary clinics or hospitals, subject to regulations in Section 1116 or Section 1117, as applicable.
<b>Use Group 4</b>
<b>Retail, Entertainment, and Service Uses:</b>
Financial institutions without a drive-through.
General retail.
Food use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.



**Proposed Text Amendment:**

*2. Use Groups by Category-Town Center:*

<b>Town Center Corridors</b>
<b>Use Group 1</b>
<b>Residential Uses:</b>
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.
<b>Use Group 2</b>
<b>Misc. Residential/Related Uses:</b>
Mixed-use. Any combination of uses located in group 1, 2, 3, or 4 that is mixed vertically in a building or horizontal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Child care centers, subject to regulations in Section 1155.
Bed and Breakfast operations, subject to regulations in Section 1107.
<b>Use Group 3</b>
<b>Office/Institutional:</b>
Civic Buildings.
Professional and medical office.
Primary/secondary schools (private).
Publicly owned/operated office and service facilities.
Place of worship.
Veterinary clinics or hospitals, subject to regulations in Section 1116 or Section 1117, as applicable.
<b>Use Group 4</b>
<b>Retail, Entertainment, and Service Uses:</b>
Financial institutions without a drive-through.
General retail.
Food use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.

## **Article 11—Specific Use Provisions Zoning Text Amendments**

### **Section 1128 - Sec. 1128. - Temporary sidewalk, outdoor and tent sales for principal use:**

Section 1128 provides for temporary sidewalk, outdoor and tent sales for principal uses, with conditions for all uses specified in paragraph 1. The conditions include following the sign provisions, maneuverability, or safety of the site, and following all other township requirements. However, there is no provision for parking requirements that apply to all uses; parking requirements are addressed only under paragraph 2, Seasonal sales of produce from tents, stands or display racks. Parking should be a consideration for all temporary sales uses.

Staff recommends that the parking requirements under paragraph 2 be moved to paragraph 1, thereby applying to all uses under Section 1128.

### Sec. 1128. - Temporary sidewalk, outdoor and tent sales for principal use:

Temporary sidewalk, outdoor and tent sales may be permitted subject to the issuance of a revocable Zoning Compliance permit to operate a sidewalk, outdoor or tent sales as an extension of or compatible with, the existing business on a portion of the public sidewalk or other public area adjacent to the business. The Zoning Compliance permit may be issued by the Zoning Administrator under the following terms and conditions:

1. For all uses, the following conditions must be met:
  - A. Signs shall be limited to sizes and locations in keeping with Article 15.
  - B. All temporary buildings, tents and structures shall be constructed, used, occupied, and maintained in compliance with the provisions of the state construction code and all Ordinances of the Township.
  - C. Building and Fire Code requirements shall be complied with.
  - D. The sale shall not interfere with the use of the sidewalk or street for pedestrian or vehicular travel. Sidewalk width must remain at least six (6) feet wide.
  - E. The sale shall not unreasonably interfere with the view of, access to or use of property adjacent to the street or neighboring businesses or properties.
  - F. The sale shall not interfere with street clearing or snow removal activities.
  - G. The sale shall not cause damage to the street or to sidewalks, trees, benches, landscaping, or other objects lawfully located on the property.
  - H. Sales areas shall be located so as to provide adequate access for fire and safety vehicles.
  - I. A permit shall be required. The proprietor of the property shall provide a sketch plan drawn to scale showing the location of the sale, existing and proposed temporary and permanent structures on the entire parcel, parking areas, and parking calculations.
  - J. Copies of permits required by any other agencies for the use must be included with the permit application.

K. Off-street parking shall be provided in keeping with standards of Section 1205, Parking requirements. In those instances where usable floor area cannot be effectively measured, the sales space utilized shall be measured as usable floor area.

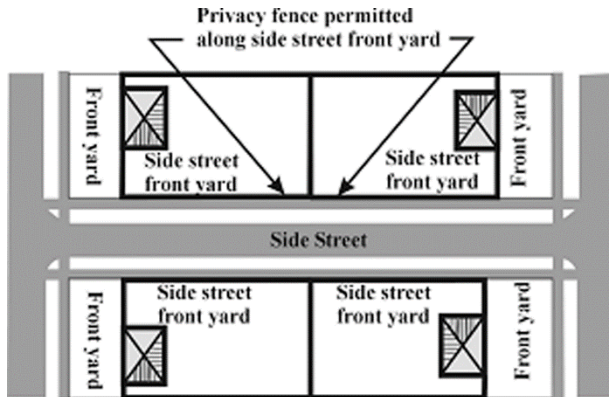
2. Seasonal sale of produce from tents, stands or display racks subject to the following conditions:
  - A. Permits may be issued for up to six (6) month periods.
  - ~~B. Off-street parking shall be provided in keeping with standards of Section 1205, Parking requirements. In those instances where usable floor area cannot be effectively measured, the sales space utilized shall be measured as usable floor area.~~
3. Sidewalk sales areas may be permitted subject to the following:
  - A. The sidewalk sales area shall abut the building and shall not be placed abutting a parking area or vehicle travel lane.
  - B. Sidewalk sales areas shall not be fenced or enclosed in any manner.
  - C. Sidewalk sales shall be conducted for no more than fourteen (14) consecutive days and permits shall not be issued for consecutive tent sales beyond a fourteen (14) day period.
4. Tent sales may be permitted subject to the following:
  - A. No more than three (3) tent sales shall be permitted for a business location within a single calendar year.
  - B. A tent sale shall be conducted for no more than fourteen (14) consecutive days and permits shall not be issued for consecutive tent sales beyond a fourteen (14) day period.
  - C. Tent sales when proposed to be conducted on parking areas shall not reduce required parking spaces by more than fifteen percent (15%).
  - D. All tents shall be removed within forty-eight (48) hours of expiration of the period for which the permit is issued.
  - E. Equipment and products used in the event do not pose a fire or other hazard.

## **Article 13 Zoning Text Amendments**

### **A. Section 1305 – Fences and Walls**

Section 1305.2.A.(1) specifies that *“Only ornamental type fences shall be located in a required front yard or, in the case of a corner or through lot, in a required yard which adjoins a public or private street provided such fences shall not exceed four (4) feet in height.”*

However, the illustration included in this section reflects the previous zoning ordinance provisions allowing a six-foot privacy fence in the required yard adjoining a public or private street in certain situations. The illustration should be corrected to show that a privacy fence must meet the required front yard setback along both street frontages.



### B. Section 1305 – Fences and Walls

A through lot is defined by the Ordinance as “*Lot, Through: Any interior lot having frontage on two (2) more or less parallel streets as distinguished from a corner lot. In the case of a row of double frontage lots, all yards of said lots adjacent to streets shall be considered frontage, and front yard setbacks shall be provided as required.*”

Section 1305.2.A.(1) specifies that “*Only ornamental type fences shall be located in a required front yard or, in the case of a corner or through lot, in a required yard which adjoins a public or private street provided such fences shall not exceed four (4) feet in height.*” A six-foot tall fence must meet the rear yard setback of 35 feet on a through lot, which could substantially decrease the usable rear yard of a through lot.

Staff recommends that the ordinance be changed to read as follows:

2. Height and location requirements:

A. Residential District.

(1) Only ornamental type fences shall be located in a required front yard or, in the case of a corner ~~or through lot~~, in a required yard which adjoins a public or private street provided such fences shall not exceed four (4) feet in height.

(2) Fences may be located in any required yard not adjoining a public or private street provided that they shall not exceed six (6) feet in height. In the case of a through lot, fences between four and six feet in height located in the secondary front yard shall maintain a ten (10) foot setback.

### Article 15 – Signs

#### Section 1509.6.A.2.b. – Permitted Signs in Form-based Districts.

The area of wall signs permitted for a multi-tenant building in the form-based district is indicated as *per lot* but that would mean individual tenants would be left without any wall signs. Staff suggests that the language be amended to read as follows:

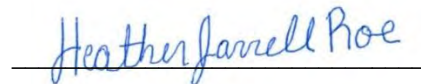
- (b) Area. The area of wall signs permitted for each lot unit shall be determined as one (1) square foot of sign area for each one (1) linear foot of building frontage occupied by a business to a maximum area of one hundred (100) square feet. All businesses without ground floor frontage, in a given building, shall be permitted one (1) combined exterior wall sign not more than twenty-four (24) square feet in area.

**Section 1509.10. – Prohibited Signs**

The zoning ordinance does not address signs painted directly onto a building façade as a wall sign. Staff suggests the following language:

H. No sign shall be painted directly onto the façade of the building wall or related architectural feature.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2023-505 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 15, 2023. The second reading is scheduled to be heard on September 19, 2023.

A handwritten signature in blue ink that reads "Heather Jarrell Roe". The signature is written in a cursive style and is positioned above a horizontal line.

Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

**2023 Tax Rate Request** (This form must be completed and submitted on or before September 30, 2023)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes <b>Washtenaw</b>	2023 Taxable Value of ALL Properties in the Unit as of 5-22-2023 <b>TV 1,707,521,570 (TV minus Renaissance Zone) 1,680,496,116</b>
Local Government Unit Requesting Millage Levy <b>Charter Township of Ypsilanti</b>	For LOCAL School Districts: 2023 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2023 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2023 Current Year "Headlee" Millage Reduction Fraction	(7) 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	GEN OP	N/A	1.1160	.9797	1.0000	.9797	1.0000	.9797		.9797	N/A
Voted	Fire Prot	08/03/21	3.1250	3.0850	1.0000	3.0850	1.0000	3.0850		3.0850	12/2025
Voted	Solid Waste	08/03/21	2.4050	2.3742	1.0000	2.3742	1.0000	2.3742		2.3742	12/2025
Voted	Police	08/03/21	5.7000	5.6270	1.0000	5.6270	1.0000	5.6270		5.5570	12/2025
Voted	Rec/BP	08/03/21	1.0059	.9930	1.0000	.9930	1.0000	.9930		.9930	12/2025
PA345	FPen/HC	N/A		.8100				.8800		.8800	N/A
Totals				13.8689				13.9389		13.8689	

Prepared by <b>Javonna Neel</b>	Telephone Number <b>(734) 544-3601</b>	Title of Preparer <b>Accounting Director</b>	Date <b>8-16-2023</b>
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature <i>Heather Jarrell Roe</i>	Print Name <b>Heather Jarrell Roe</b>	Date <b>8-16-23</b>
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature <i>Brenda L Stumbo</i>	Print Name <b>Brenda L Stumbo</b>	Date <b>8-16-23</b>
<input checked="" type="checkbox"/> President			

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2023 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

**E**  
**ERNAT CONSULTING**

8/14/2023

Supervisor Brenda Stumbo  
Ypsilanti Charter Township  
7200 Huron River Drive  
Ypsilanti, MI 48197

Dear Supervisor Stumbo,

Ernat Consulting was approached by Township Attorney, Doug Winters, for assistance in the preparation of a Request for Proposals ("RFP") to commission a comprehensive cost study of policing services. Ernat consulting has the capacity and capability to provide this service. We are well versed in crafting RFPs for professional services and also in the roles and responsibilities needed for policing services.

In order to draft a comprehensive RFP, we expect to use approximately 20-25 hours. Our hourly rate for services is \$100/hour. We would propose to meet individually with the Township Attorney, several members of the Board of Trustees, and members of the police steering committee to ensure a full and proper understanding of what information is desired from a full consulting report. Preparation of the RFP will take no more than 30 days and draft RFP will be provided to you. We will make one round of revisions.

We propose a fee for this project that would not exceed \$2,500. Full amount billed upon submittal of final RFP document.

Ernat consulting is willing and able to assist in the review of RFP responses as additional services at the above hourly rate.

If you are in agreement with the above proposal, please sign and date below.

Brenda L. Stumbo and Heather Jarrell Roe  
Township Supervisor and Clerk

Aug. 14, 2023  
Date

Brenda L. Stumbo Heather Jarrell Roe

Please feel free to reach out with any questions at 734-945-9270. We look forward to working with you on this project.

Warm Regards,

Bill and Beth Ernat  
Ernat Consulting

**RESOLUTION 2023-11**

**APPLICATION FOR LAYING OUT AND DESIGNATING A DRAINAGE DISTRICT**

**YPSILANTI CHARTER TOWNSHIP**

**SEAVER DRAIN**

At a regular board meeting of the Ypsilanti Charter Township Board, held in Washtenaw County, State of Michigan on the 15<sup>th</sup> day of August, 2023, 7:00p.m.

PRESENT: Supervisor Stumbo, Clerk Jarrell Roe, Treasurer Eldridge and Trustees Hunter, Newman, Peterson and Swanson \_\_\_\_\_  
\_\_\_\_\_

ABSENT: None \_\_\_\_\_  
\_\_\_\_\_

The following resolution was offered by Trustee Peterson and seconded by Treasurer Eldridge.

**WHEREAS**, the Township requests the laying out and designating of a county drain drainage district, located in Washtenaw County, pursuant to the Chapter 3 of Public Act 40 of 1956, as amended; and

**WHEREAS**, the Township has determined that the laying out and designating of the proposed drainage district is necessary for the public health in the Township; and


**WHEREAS**, the Township will be liable for an assessment at large against it for a percentage of the cost of the proposed drain.

**NOW, THEREFORE BE IT RESOLVED THAT**, the Township Board does authorize the filing of an application with the Washtenaw County Water Resources Commissioner for the laying out and designating of a drainage district.

**BE IT FURTHER RESOLVED THAT** the Supervisor is authorized to execute the application for the laying out and designating of a drainage district.

**BE IT FURTHER RESOLVED** that the Clerk shall forward to the Washtenaw County Water Resources Commissioner a copy of this Resolution for the application for laying out and designating a drainage district.

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. 2023-11 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 15, 2023.



\_\_\_\_\_  
Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti



# Master Software and Services Agreement

**CONTRACT NUMBER: 00007591.0**

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*BETWEEN*

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**Ypsilanti Township Fire Department**

**222 S. Ford Blvd.**

**Ypsilanti, MI 48198**

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*AND*

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**IMAGETREND®**

**ImageTrend, LLC**

**20855 Kensington Blvd.**

**Lakeville, Minnesota 55044**

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the ImageTrend, LLC, a Minnesota corporation (hereinafter "ImageTrend"), and Ypsilanti Township Fire Department (hereinafter "Client"), together "the Parties."

## RECITALS

**WHEREAS**, Client desires to have services performed by ImageTrend; or

**WHEREAS**, Client desires to purchase Commercial-Off-The-Shelf Software from ImageTrend; or

**WHEREAS**, Client desires to purchase Custom Software Development from ImageTrend; or

**WHEREAS**, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services; and

WHEREAS, the parties previously entered into a Piggyback Software Licensing Agreement dated September 21, 2018 (Contract Number 6656.0) and agree any and all previous agreements are hereby terminated effective upon the signing of this Master Software and Services Agreement

## **NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

### **SECTION 1. DEFINITIONS**

**"Agreement"** and **"This Agreement"** means this Master Software and Services Agreement, the Work Orders issued hereunder, all Attachments and Exhibits attached hereto, or any Amendments made in mutually executed hereto.

**"Business Day"** means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00am CST to 5:00pm CST, excluding holidays per §14(b) below. Unless specified in a Service Order, ImageTrend personnel will only perform services during Business Days.

**"Business Week"** means a 5 day period, beginning Monday at 9:00am CST and ending Friday at 5:00pm CST, excluding holidays per below.

**"Confidential information"** means the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, methods of pricing, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed. Information shall be considered Confidential Information if it is identified in writing as confidential or proprietary, or if disclosed verbally or visually in discussion, upon written notice specifying and describing the nature of the orally disclosed Confidential Information at that time, or within fifteen (15) days of such disclosure.

**"Commercial Off The Shelf" or "COTS"** means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP. MOTS means Modified Off The Shelf, and is a derivative work of ImageTrend COTS Software.

**“Custom IP” or “Custom Software”** means software products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.

**“Deliverable”** means an intangible or tangible product, material, or service produced as a result of a Work Order, and each Deliverable is specified in the corresponding Work Order from which it is produced.

**“Disclosing Party”** means the party disclosing Confidential Information to the other party, see also Receiving Party.

**“Effective Date”** means the date upon which the last party has signed and executed this Agreement.

**“Fixed Fee”** means a fixed amount of compensation due in return for a fixed Deliverable.

**“Governmental Entity”** shall have the same meaning as “State and local government entities” as defined in the General Services Administration Acquisition Manual (GSAM) at 538.7001, as updated.

**“Intellectual Property”** means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names (“Trademarks”, which term shall include the items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author’s rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, “Intellectual Property Rights” includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

**“Licensed Information”** means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

**“Local Travel”** means travel to a destination in the Twin Cities Metro area, within 30 miles of Lakeville, MN.

**“Materials” and “Expenses”** means but is not limited to third party software licenses, physical hardware, test devices, or other items, reasonable travel expenses (including but not limited to food, lodging, and transportation), printing, delivery of materials, or any other cost reasonably incurred arising out of this Agreement.

**“Master Services Agreement”** means this document excluding Work Orders issued from this document.

**“Pre-Existing Materials”** means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

**“On-Site Hour”** means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client’s choosing that are not ImageTrend’s corporate offices.

**“Statement of Work”** means the technical document which outlines a mutually agreed upon specification for particular Custom Development projects and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

**“Support”** means technical support for the configuration and functioning of the products, including taking and monitoring defect reports, as defined further below in the Service Level Agreement between ImageTrend and Client.

**“Software”** means ImageTrend software provided to Client by ImageTrend, specifically software developed and/or written by ImageTrend. Software developed by a third-party which is purchased on behalf of Client is considered Third Party Material.

**“Receiving Party”** means the party receiving Confidential Information from the Disclosing Party.

**“The Agreement”** means collectively this Master Services Agreement, its Exhibits, all Work Orders issued from this Master Services Agreement, and all Exhibits to Work Orders.

**“Third Party Material(s)”** means software or other materials owned by a party other than Client or ImageTrend.

**“Time and Materials Basis”** means charges billable to the Client based upon each hour worked, multiplied by the hourly rate for the work, plus the cost of any Materials necessary (including but not limited to, the cost of third party software licenses, travel and accommodation expenses, or otherwise), or Materials beneficial (conditioned upon mutual assent of the parties), billed on a monthly basis in arrears.

**“Work Order”** means the document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures.

## SECTION 2. TERM OF AGREEMENT

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The Term of this Agreement shall be 12 months from the Effective Date of this Agreement (“Initial Term”). Upon expiration of a Term, the Term shall automatically renew under the same terms and conditions for additional subsequent 12 month term (“Renewal Term”), unless terminated under the terms of this Agreement or by otherwise giving the other party no less than 30 days of written notice prior to the last day of the then-current Term.

## SECTION 3. WORK ORDERS

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**CREATION OF WORK ORDERS.** The parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables

to be delivered by ImageTrend. ImageTrend will set forth these details as a Work Order. If the Work Order is for the purchase of COTS Software, the Work Order shall also outline the quantity and SKU of each product or service as applicable. Should a Work Order contain no term regarding a topic, the terms of this Master Software and Services Agreement shall hold instead.

**LIMITATIONS OF WORK ORDERS.** Work Orders may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Work Order where the requirement is presented. Additionally, either party may set forth factual assumptions (“Assumption”) in each Work Order. Notwithstanding anything in this Agreement or the Work Order, a Work Order will be rendered void to the extent that ImageTrend is obligated to perform services which are impossible or impracticable. Further, a Work Order will be rendered voidable to the extent that ImageTrend is obligated to perform services materially different than originally set out in that Work Order due to an inaccurate Assumption. The parties will make commercially reasonable efforts to negotiate an alternative or modified Work Order in light of the inaccurate Assumption.

**MODIFICATION OF WORK ORDERS.** Any modification to the scope or tasks identified within the Work Order that change the work budget by an estimated 10 hours of work or more shall require a new modified written Work Order or written Change Order. ImageTrend shall not work on the new tasks in the modified Work Order until the Client has provided signed written acceptance of the new Work Order. The parties may waive this requirement on a case-by-case basis in writing. Modifications requiring less than an estimated 10 hours of work may be proposed and accepted verbally, with such modifications requiring less than 10 hours of work billed on a Time and Materials basis.

**FEE MODEL.** The Work Order will contain fee and payment terms. The following fee models are contemplated:

Model Name	Definition
<b>Fixed Fee</b>	ImageTrend shall perform the work outlined in the Work Order for a fixed flat fee, plus Expenses. The Fixed Fee is exclusive of Expenses unless the Work Order outlines the Expenses. The Fixed Fee model may include milestone payments, with such milestone payments outlined in the Work Order.
<b>Time and Materials</b>	ImageTrend shall perform the work outlined in the Work Order on a Time and Materials basis, at the rate(s) specified in the Work Order.

**LEGAL EFFECT.** Work Orders issued under this Master Services Agreement are incorporated by reference into this Master Services Agreement which collectively is called “the Agreement.” Work Orders do not override the terms of this Master Services Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders without their own fee and payment terms, the payment terms in the Price Sheet and Work Order Attachment below control.

**CUSTOMIZED SOFTWARE DEVELOPMENT.** The parties may mutually agree to a Work Order also known as a Statement of Work for the development of new or custom software, also known as “Modified Off The Shelf” or MOTS. All normal requirements of the Work Order shall apply, but additionally the parties must work together to mutually define a Statement of Work which outlines the tasks, and their

timelines, to be undertaken as part of the project. Any Customized Software or MOTS Software developed under this Agreement will be Intellectual Property owned by ImageTrend. Should Client desire ownership of any Intellectual Property developed by ImageTrend, this must be embodied by a separate, mutually executed contract. For clarity, Client shall not and will not own any ImageTrend Intellectual Property under any circumstance under this Agreement. Client may only receive a license thereto as outlined in each Work Order.

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**SECTION 4. PERFORMANCE OF SERVICES**

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**COMMENCEMENT.** ImageTrend shall begin services described in the Work Order subsequent mutual signed execution the Work Order. No services shall begin before mutual signed and written final acceptance of each Work Order.

**USE OF KNOW HOW.** ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall conditionally receive a license to any and all pre-existing ImageTrend Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in §6 "Licensing and Intellectual Property" and the Software Licensing Terms Attachment.

**MATERIALS.** Materials (including, but not limited to, third party software licenses, physical hardware, test devices, or other items and any other Material) that will be used in the development of the Software will be identified by ImageTrend to Client. ImageTrend shall acquire such Materials as the parties mutually agree should be acquired, and it shall be the Client's responsibility to pay for those materials.

**ACCEPTANCE OF SERVICES AND DELIVERABLES.** ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party's satisfaction with the Deliverable. If 1) a Deliverable's acceptance criteria is based on Client's satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

*After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client's acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.*

**SECTION 5. FEES, INVOICING, AND PAYMENT TERMS****PROMPT PAYMENT ACTS. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING PARAGRAPH**

**APPLIES:** To the degree any term in this Section 5, or any payment related term in any Work Order, conflicts with the governing prompt payment act or similar procurement act which unambiguously limits client's ability to agree or comply with any term in this section 5 or in any payment related term in any work order ("The PPA"), the term in the PPA will instead control. For clarity, unless there is an unambiguous conflict between the terms of this Section 5 or in any Work Order, the PPA shall not control and this Agreement shall still control.

**FEES.** Client shall owe to ImageTrend such fees as set forth in each mutually executed Work Order.

**SCHEDULING NON-LOCAL TRAVEL.** For air travel Client may, and is strongly advised to, schedule travel no less than 3 weeks in advance of the first on-site date by written request; ImageTrend reserves the right to approve or deny travel requests on a per-request basis. Client may also request travel by writing with 3 weeks or less advance notice; ImageTrend reserves the right to approve or deny such travel requests, and to invoice costs to Client due to scheduling changes ImageTrend must make to accommodate such a request if approved.

**CANCELLATION, RESCHEDULE, OR DELAY.** Client will provide to ImageTrend (10) ten business days prior written notice of Client's intent to delay, reschedule, or cancel ("Staffing Change") any service in a Work Order which requires an ImageTrend employee to perform work at a specific location or at a specific time (e.g. face-to-face meetings, on-site visits, after hours on-call status). If Client fails to provide such notice, Client shall reimburse ImageTrend for loss caused by the Staffing Change. ImageTrend shall use commercially reasonable efforts to mitigate any losses that would be incurred by a Staffing Change and due to ImageTrend by Client.

**INVOICING.** Unless otherwise specified in a Work Order, invoices must be paid on Net 30 terms. Any objection to an invoice must be made in writing. Client may request up to an additional 15 days to review Deliverables associated with an invoice, approval to which ImageTrend shall not unreasonably withhold. If Client does not object to an invoice, or request an extension to review Deliverables, within 15 days after receipt of the invoice then the invoice is deemed accepted and any right to object to the invoice is waived. Payment shall be made by check or by ACH transfer to ImageTrend.

**REMEDIES FOR NON-PAYMENT.** Should Client fail to pay per the terms of this Agreement and this Section 5, ImageTrend may; 1) suspend services under all Work Orders until such payment is made in full, and/or 2) charge a late fee at the lesser of 1.5% or the maximum allowed by law, and/or 3) invoice Client for the costs of collection including reasonable attorney's fees.

**TRAVEL COSTS.** Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay \$1,800 per ImageTrend trainer per trip and a further \$1,750 per trainer per day spent at Client's chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however, Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on

Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

**TIME AND MATERIALS RATE.** Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is \$225.00 per hour.

**PRICE ESCALATION.** ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 7% of the then current price for each anniversary of the Effective Date beginning one year from the last signature. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

## **SECTION 6. DATA AND INTELLECTUAL PROPERTY**

**CLIENT DATA.** All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

**DE-IDENTIFICATION.** ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

**GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP.** All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below in the Software Licensing Terms Attachment, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates.



This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per in the Software Licensing Terms Attachment below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

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**SECTION 7. CONFIDENTIALITY**

**CONFIDENTIALITY ACKNOWLEDGEMENT.** Each party hereby acknowledges and agrees that the other Party's Data, potential clients or customers, client or customer lists, business plans, pricing structures, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. Each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Orally transmitted information shall not be Confidential Information unless specified as such in a writing transmitted from the Disclosing party to the Receiving party within 15 days of the oral transmission, with such writing providing a reasonable description and scope of the Confidential Information transmitted.

**CONFIDENTIALITY OBLIGATIONS.** Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this §7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party.

**SURVIVAL.** This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

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**SECTION 8. WARRANTIES**

**NO CONFLICTS OF INTEREST.** ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

**SERVICES.** All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will

substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

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**SECTION 9. LIMITATION OF LIABILITY**

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EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT.

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**SECTION 10. DISPUTE RESOLUTION**

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**DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING 2 PARAGRAPHS APPLY:**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

**ARBITRATION. If Client is NOT a Governmental Entity the following paragraph applies:**

Any dispute between ImageTrend and Client under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association in the State of the defending party and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, ImageTrend and Client shall each choose an

arbitrator, and those two chosen arbitrators shall choose a third arbitrator, that third arbitrator shall preside over any dispute. ImageTrend and Client shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The arbitrator shall endeavor to keep costs as low as possible while still allowing for the just and fair disposition of the dispute. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. ImageTrend and Client shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

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**SECTION 11. NON-EXCLUSIVITY**

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This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

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**SECTION 12. AMENDMENTS**

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This Agreement may only be modified by a mutually executed writing including but not limited to Work Orders, signed by a person having authority to sign.

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**SECTION 13. TERMINATION**

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Either Party may terminate this Agreement upon giving the other Party thirty days (30) days' prior written notice to the other Party in addition to any other remedy or right contained in this Agreement. This right of termination is additive to other rights of termination identified above in this Agreement and does not preclude the exercise of those other rights.

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**SECTION 14. INDEMNIFICATION**

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**IMAGETREND INDEMNITY.** ImageTrend shall defend and indemnify Client from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of ImageTrend. Client shall promptly notify ImageTrend for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, ImageTrend shall have the right and option to undertake and control such defense of such action with counsel of ImageTrend's choice with control to settle any such Claim. ImageTrend shall have no obligation to defend or indemnify Client from Claims arising out of Client's negligent or intentional wrongful acts or omissions. Because ImageTrend must provide its own insurers with notice of a claim within 60 days of actual knowledge of a Claim, Client accordingly must provide ImageTrend written notice no more than 60 days after Client has actual knowledge of a Claim else ImageTrend shall have no obligation to indemnify Client.

**CLIENT INDEMNITY. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH DOES NOT APPLY.** Client shall defend and indemnify ImageTrend from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of Client. ImageTrend shall promptly

notify Client for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, Client shall have the right and option to undertake and control such defense of such action with counsel of Client's choice with control to settle any such Claim. Client shall have no obligation to defend or indemnify ImageTrend from Claims arising out of Client's negligent or intentional wrongful acts or omissions. ImageTrend accordingly must provide Client written notice no more than 60 days after ImageTrend has actual knowledge of a Claim else Client shall have no obligation to indemnify Client.

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**SECTION 15. COOPERATIVE USE**

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Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal Laws.

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**SECTION 16. GENERAL TERMS**

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- a. **INSURANCE REQUIREMENTS.** ImageTrend will provide to Client a Certificate of Insurance upon request.
- b. **ELECTRONIC SIGNATURES.** The parties agree to conduct transactions primarily via electronic means. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same.
- c. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party's written policies. Unless otherwise specified in a Work Order, ImageTrend shall perform services only during business days, from 9:00am CST to 5:00pm CST.
- d. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.
- e. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") This clause shall not apply to costs due to ImageTrend to reimburse cancellation, reschedule, or modification of travel arrangements per §5 above. Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.
- f. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Work

Order. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Work Order. ImageTrend shall have no liability to Client for delays arising out of the actions or non-actions of Client.

- g. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party.
- h. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of Minnesota without regard to its conflict of laws principles. **IF CLIENT IS A GOVERNMENTAL ENTITY** the law governing this Agreement shall be that of the Client's jurisdiction without regard to its conflict of laws principles.
- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, with respect to this subject matter, including, but not limited to the services, goods, products, and Software provided by ImageTrend for Client and the compensation provided by Client for said provision of such services therefore, and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.
- j. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- k. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.
- l. **NONAPPROPRIATION. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH APPLIES.** The continuation of this Agreement is contingent upon the appropriation of funds by the legislature or other sources as applicable to fulfill the requirements of the Agreement. If the insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the applicable appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Work Order hereto, the Agreement or applicable Work Order(s) shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Work Order hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.
- m. **ATTORNEYS' FEES.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.

- n. **INDEPENDENT CONTRACTORS.** It is the express intention of Client and ImageTrend that ImageTrend and its employees and agents will perform the services hereunder as independent contractors to Client. Nothing in this Agreement shall in any way be construed to constitute ImageTrend or its employees or agents as an agent, employee or representative of Client. Without limiting the generality of the foregoing, ImageTrend is not authorized to bind Client to any liability or obligation or to represent ImageTrend has any such authority. Client and ImageTrend agree that neither ImageTrend employees nor its agents will receive Client - sponsored benefits from Client.
- o. **NOTICES.** Any notice required to be given by either party to the other shall be deemed given if in writing on the date actually delivered (including electronic methods such as e-mail), or if deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, on the postmarked date and addressed to the notified party at the address set forth below, or to such other address as a party may designate from time to time by means of notice given hereunder to the other party.

**If to Client:**

Ypsilanti Township Fire Department  
Attn: Jerry Hamilton  
222 S. Ford Blvd.  
Ypsilanti, MI 48198

**If to Client:**

Ypsilanti Township Clerks Office  
Attn: Township Clerk  
7200 South Huron River Drive  
Ypsilanti, MI 48197

**If to ImageTrend:**

ImageTrend, LLC  
Attn: Legal Department  
20855 Kensington Boulevard  
Lakeville, MN 55044

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**IN WITNESS WHEREOF:** the undersigned parties, each having authority to bind their respective organizations, hereby agree.

**Client**

**ImageTrend**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Client**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

**“ImageTrend Elite Data Marts”** means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

**“ImageTrend Elite Reporting Tools”** means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

**“Incident(s)”** means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

**“Licensed Information”** means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

**“The Software”** means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

### SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
<b>Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)</b>	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software



	and/or Licensed Information or copies thereof except as provided in this Agreement.
<b>ImageTrend Hosted License ("License")</b>	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
<b>Client Hosted License ("On Premise License")</b>	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p> <p>Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client's hosted environment's cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend's duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend's responsibility to maintain or resolve problems with Client's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend's out-of-scope rate.</p>

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**SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION**

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Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

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**SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.**

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In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

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**SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.**

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**IMPLEMENTATION.** ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

**TRAIN THE TRAINER.** ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

**INSTRUCTIONS.** ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

**SOFTWARE SUPPORT.** ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

**TRAINING USAGE AND EXPIRATION.** The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

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**SECTION 5. SOFTWARE WARRANTIES.**

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**PERFORMANCE WARRANTY.** ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

**OWNERSHIP WARRANTY.** ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

**LIMITATIONS ON WARRANTY.** All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

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**SECTION 6. MAINTENANCE.**

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ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

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**SECTION 7. RETURN OF DATA.**

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Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a

copy of Client’s data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMESIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client’s end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client’s request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client’s request, but ImageTrend is under no obligation to do so.

**SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE**

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client’s Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend’s discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers (“Public Agency”)	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client’s governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Jerry Hamilton or their successor, conducts their job duties most frequently.
State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official	Licensed individuals within Client’s legal or governing jurisdiction and

	mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

## PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:  
5,999 Incidents annually

### One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Elite™ Rescue Setup & Implementation	ELT.003.002.003	\$2,965.00	1	\$2,965.00

**Total One-Time Fees: \$2,965.00**

### Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
CAD Distribution	ELT.002.007.001	\$2,028.74	1	\$2,028.74
Other CAD Vendor	ELT.002.007.019	\$0.00	1	\$0.00
Elite™ Rescue - SaaS *Includes Elite™ Field	ELT.001.002.015	\$11,868.00	1	\$11,868.00
Investigations	ELT.001.002.018	\$1,500.00	1	\$1,500.00

**Total Recurring Fees: \$15,396.74**

**TOTAL YEAR 1: \$18,361.74**

### Send Invoices To:

Jerry Hamilton  
jhamilton@ttown.org  
222 S. Ford Blvd.  
Ypsilanti, MI 48198

### Payment Terms:

- "One Time Fees" are due once upon contract signature.
- "Recurring Fees" are annual fees which are due once upon contract signature and recur each year.
- The Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
- ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
- ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may

charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.

- All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
- ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

## SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

### 1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email ([www.imagetrend.com/support](http://www.imagetrend.com/support)) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
<b>High/Site Down</b>	<ul style="list-style-type: none"> <li>- Complete shutdown or partial shutdown of one or more Software functions</li> <li>- Access to one or more Software functions not available</li> <li>- Major subset of Software application impacted that is necessary for usage of the software</li> </ul>	Within one (1) hour of initial notification during business hours or via <a href="mailto:support.imagetrend.com">support.imagetrend.com</a>	Six (6) hours
<b>Medium</b>	<ul style="list-style-type: none"> <li>- Minor subsystem failure</li> <li>-Data entry or access impaired on a limited basis.</li> </ul>	Within four (4) hours of initial notification	24 Business hours
<b>Low</b>	<ul style="list-style-type: none"> <li>- User error (i.e. training) or forgotten passwords</li> <li>- Issue can or must be delegated to local Client contact as a first level of response for resolution</li> </ul>	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

### 2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

### 3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.



**4. Suspension of Service**

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

**5. Availability**

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

**Availability Objective:** ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

**Availability Calculation:** Availability is based on a monthly calculation. The calculation will be as follows:  $((a - b) / a) \times 100$ , where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

**Offline Capability:** The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

**Scheduled Maintenance:** ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

**Service Disruption:** Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited  
95.0% - 98.99% = 10% of monthly hosting fee credited  
90.0% - 94.99% = 15% of monthly hosting fee credited  
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

#### **6. General**

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

## BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement (“Agreement”) dated 08/18/2023 (the “Effective Date”), is entered into by and between **Ypsilanti Township Fire Department** located at 222 S. Ford Blvd., Ypsilanti, MI 48198 (the “Covered Entity”) and ImageTrend, LLC, a Minnesota corporation (the “Business Associate”).

**WHEREAS**, Covered Entity (also referred to as “Client”) and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

**WHEREAS**, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

**WHEREAS**, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“E PHI”); and

**WHEREAS**, in order to protect the privacy and security of PHI, including E PHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or E PHI; and

**WHEREAS**, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

**WHEREAS**, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and E PHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

**WHEREAS**, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and E PHI. All capitalized terms not

otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity,

an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests

by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI.** Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate’s response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.
9. **Data Breach Notification and Mitigation.**
- A. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or

by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- B. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- C. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and

reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- A. **If Client is a Governmental Entity the following clause does not apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- B. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

#### **10. Term and Termination.**

- A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- B. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.



- C. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
    - A. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
    - B. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
  - D. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
  - E. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
  - F. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

**13. Miscellaneous.**

- A. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

ATTN: Compliance Department  
222 S. Ford Blvd.  
Ypsilanti, MI 48198

If to Business Associate:

ImageTrend, LLC  
Attn: Legal Department  
20855 Kensington Blvd.  
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under

this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

**IN WITNESS WHEREOF:** the undersigned parties, each having authority to bind their respective organizations, hereby agree.

**Client**

**ImageTrend**

Signature: Brenda L. Stumbo

Signature: \_\_\_\_\_

Print Name: Brenda L. Stumbo

Print Name: \_\_\_\_\_

Title: Supervisor

Title: \_\_\_\_\_

Date: 9-13-2023

Date: \_\_\_\_\_

**Client**

Signature: Heather Jarrell Roe 9/11/23

Print Name: Heather Jarrell Roe

Title: Clerk

Date: 9/11/23

## 2023 YPSILANTI TOWNSHIP SECOND AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of August, 2023, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

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 September 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. Additional Street Sweeping Services:**

Work to include one (1) additional street sweepings on curbed local roads in Ypsilanti Township.  
2023 Local Road Sweeping in Ypsilanti Township (one round) = 174.63 curb miles @ \$98.00 per curb mile = \$17,113.74 per round.  
Estimated cost: \$ 17,113.74

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### AGREEMENT SUMMARY

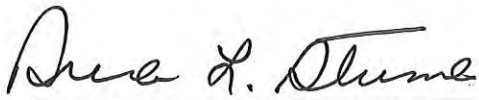
2023 LOCAL ROAD PROGRAM

Additional Street Sweeping Services	\$ 17,113.74
Subtotal	\$ 17,113.74

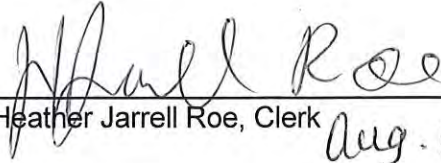
ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP  
UNDER THIS AGREEMENT DURING 2023:

\$ 17,113.74

FOR YPSILANTI TOWNSHIP:



Brenda Stumbo, Supervisor *Aug. 16, 2023*



Heather Jarrell Roe, Clerk *Aug. 16, 2023*

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_  
Barbara Ryan Fuller, Chair

\_\_\_\_\_  
Sheryl Soderholm Siddall, Managing Director



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

August 4, 2023  
File: 2075154401

**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 Insurance Package 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 Insurance Package Renovations Project. It is our understanding these improvements will consist of renovations to Hallway 200 and the adjacent rooms to address work related to an existing plumbing piping line which has caused past damage to the subfloor and floor. The anticipated scope to be included is as follows:

Room 202: The existing room has had the finished floor removed and the floor substrate is in various stages of repair. The room should receive patch and repair work of the existing floor substrate, new floor finish (Vinyl or similar assumed) and new rubber base in the areas of remediation. Existing walls do not appear to have any damage cause by the back-up event.

Room 204: The existing room has had the parts of the finished floor removed and the floor substrate is in various stages of repair. The room should receive patch and repair work of the existing floor substrate, installation of matching wood flooring to provide a consistent dance floor in-kind to match its intent prior to the back-up event and new rubber base in the areas of remediation. Any existing walls with damage cause by the back-up event are to be patched and repaired to receive new paint finish.

Hallway 200: The existing room has had the finished floor removed and the floor substrate is in various stages of repair. The room should receive patch and repair work of the existing floor substrate, new floor finish (Vinyl or similar assumed) and new rubber base in the areas of remediation. Any existing walls with damage cause by the back-up event are to be patched and repaired to receive new paint finish.

Room 201: The existing room has had the finished floor removed and the floor substrate is in various stages of repair. The room should receive patch and repair work of the existing floor substrate, new floor finish (Vinyl or similar assumed) and new rubber base in the areas of remediation. Any existing walls with damage cause by the back-up event are to be patched and repaired to receive new paint finish.

Reference: Community Center Hallway 200 Insurance Package Renovations Project

Golf Office: The existing room has had the finished floor removed and the floor substrate is in various stages of repair. The room should receive patch and repair work of the existing floor substrate, new floor finish (Vinyl or similar assumed) and new rubber base in the areas of remediation. Any existing walls with damage cause by the back-up event are to be patched and repaired to receive new paint finish.

Golf Office Breakroom: The existing room has had the finished floor removed and the floor substrate is in various stages of repair. The room should receive patch and repair work of the existing floor substrate, new floor finish (Vinyl or similar assumed) and new rubber base in the areas of remediation. Any existing walls with damage cause by the back-up event are to be patched and repaired to receive new paint finish. The ceiling is damaged and recommended to be replaced. Existing casework in the room was damaged and is proposed to be replaced in-kind.

## 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.~~

Completed in the Community Center Main Building Sanitary Backup Response Renovations Concept Report dated August 07, 2023.

### 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. This meeting is proposed to occur at the same time as the building restroom renovation finish presentation.



Reference: Community Center Hallway 200 Insurance Package Renovations Project

- C. Determine phasing requirements to minimize disruption to existing spaces and allow building to be occupied throughout construction. Final phasing is to be coordinated with the selected contractor(s).
- D. The final contract documents shall include as a minimum: Demolition Plans (if required), Life Safety/Code Plan, Floor Plan(s), Details, and sheet specifications.
- 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 as follows-final is to be discussed and determined as the project develops:

- August 15, 2023 – Authorization to Proceed
- Field verification as needed
- Week of August 21, 2023 – Finishes Meeting and Scope Review
- September 01, 2023 – Owner Review Set (This will also be Stantec's internal review set)
- September 08, 2023 – Set Delivered for Permit and Board submissions

#### **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. It is Stantec's understanding that the Prime contractor will be responsible for scheduling all construction related meetings, including the OAC as well as maintain construction schedule, meeting agendas, meeting minutes, and sub-contractor coordination. 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 per discipline) and confirm completion of each item with coordination with the Contractor services are anticipated. Review of warranty and project

Reference: Community Center Hallway 200 Insurance Package Renovations 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.
- Hazardous material testing and any necessary abatement will be provided by owner.
- 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.
- 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 for the work listed above:

**Phase II/III: Lump Sum of \$15,000.00.**

**Phase IV: Hourly Not to Exceed estimated at 6,100.00 - Approximately 34 hours.**

Stantec is proposing that the Township utilized Stantec services as needed. This list provided above is a recommendation but is not a required or exhaustive list.

**Phase V: Hourly Not to Exceed estimated at \$26,400.00 – Approximately 144 hours.**

Stantec is proposing that the Township utilized Stantec services as needed. This list provided above is a recommendation but is not a required or exhaustive list.

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.

August 4, 2023  
Mr. John Hines, CPRP  
Page 5 of 5

Reference: Community Center Hallway 200 Insurance Package Renovations Project

Regards,

**Stantec Consulting Michigan Inc.**



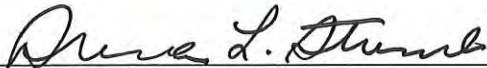
**Lindsay Woods** AIA, NCARB, LEED® Green Associate  
Project Manager  
Phone: 248-376-7972  
Lindsay.Woods@stantec.com



**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

Aug. 16, 2023, 2023



Heather Jarrell Roe  
Clerk

Aug. 16, 2023, 2023

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

August 4, 2023  
File: 275154401

**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 Ypsilanti Township Community Center Bathroom Renovations Project (ARPA Funding Scope)**  
**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 Design Services for the Ypsilanti Township Community Center Bathroom Renovations Project. It is our understanding these renovations will consist of renovations to six (6) restrooms and associated utility improvements described below:

**Part A:**

The existing community center underground sanitary piping consists of section of cast iron soil piping and vitrified clay piping. Based on the original building drawings received by Stantec, the current building layout, and the current excavation, it appears that a portion of the building was built over the original 6" exterior vitrified clay piping. It has been identified that some of the original vitrified clay piping was compromised through settlement and/or age deterioration. This sanitary piping routes from Room 202 under offices, through the lobby and racquetball courts and then exits the building to the west.

Based on the failure of the existing underground sanitary piping system, the existing vitrified clay piping is recommended to be replaced. Prior to replacement, a survey team utilizing cameras and ground penetrating radar is recommended to be engaged to limit exploratory flooring demolition and excavation to find and replace the failed piping under the building. The replacement of the sanitary piping will include removal of existing floor finishes, saw cutting of the existing concrete floor, and replacing existing floor finishes.

Room 202: Remove existing remaining rubber base. Paint room in entirety. Install new rubber base.

Room 204: Remove existing remaining rubber base. Paint room in entirety. Install new rubber base.  
Remove existing ballet bars and install new ballet bars.

Reference: Community Center Bathroom Renovations Project

Hallway 200: Remove existing remaining rubber base. Paint room in entirety. Install new rubber base.

Room 201: Remove existing remaining rubber base. Paint room in entirety. Install new rubber base.

Golf Office: Remove existing remaining rubber base. Paint room in entirety. Install new rubber base.

Golf Office Breakroom:

Remove remaining existing rubber base. Paint room in entirety. Install new rubber base.

Additional room floor finish removal and replacement due to the replacement of the existing piping.

### **Part B:**

Based upon the noted observations Stantec is recommending that the existing domestic plumbing infrastructure be replaced. The scope will include replacement of the existing galvanized steel and copper piping distribution system throughout the facility. The scope of the replacement will be limited to the corridors and service entry mechanical room. The new cold water, hot water, hot water return piping will be routed throughout the corridors with shutoff valves provided for each existing branch. The restroom renovations will tie into the new connections. Other existing branch galvanized steel piping will be replaced at a future date when the rooms associated with those plumbing fixtures are renovated. Corridor ceilings and lighting will be replaced to facilitate the removal and replacement of the domestic plumbing. Existing low voltage equipment will be temporarily supported and re-installed in the new ceiling. New fire alarm devices and a new fire alarm panel will be provided.

### **Part C:**

Based upon the noted observations Stantec is recommending renovations to the existing restrooms. The renovations would include accessibility updates; new interior wall and floor finishes, including painting, ceramic tile, and related modifications to existing walls and ceilings; new toilet and urinal partitions; new plumbing fixtures, including new vanities, faucets, toilets, urinals, and new toilet accessories.

It is assumed that Men's 123, Women's 121, Women's 113, Men's 114, Women's 151 and Men's 160 will implement the same finishes as approved by the Client in Phase III. The Men's and Women's golf restrooms will receive an elevated finish package.

All new electrical, mechanical and plumbing systems would be provided and consist of the following elements:

Plumbing systems: All plumbing piping within the restroom renovation will be replaced. Domestic cold water, hot water, and hot water return piping will be routed from the new domestic mains provided as part of the plumbing infrastructure project. All new plumbing fixtures will be provided within the restroom. All existing sanitary, waste, and vent piping will be replaced within the room. Underground piping will

Reference: Community Center Bathroom Renovations Project

be replaced with PVC piping and above ground piping will be replaced with cast iron piping. All floor saw cutting will be limited to the restroom and the existing sanitary main outside of the restroom will remain.

**Mechanical systems:** The existing abandoned heating systems, supply and exhaust ductwork, and electric heaters will be removed. The existing supply and exhaust distribution systems will be extended to new grille, registers, and diffusers coordinated with the new ceiling. The existing exhaust fan will be evaluated during design and replaced if required.

**Electrical systems:** The existing receptacles and lighting serving the restrooms will be removed and replaced.

New GFCI receptacles served from existing panel boards will be provided. It is anticipated that the existing panelboards and breakers are in good working order and that no code violations exist that will require replacement of the panelboards or individual breakers.

Any replaced mechanical equipment is anticipated to be re-served from the existing circuit.

New LED lighting utilizing vacancy sensors will be provided. Battery operated emergency lighting fixtures will be provided.

Low voltage scope will be limited to reinstalling existing devices.

## SCOPE OF WORK REQUESTED

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

### ~~1. Conceptual/Schematic Design (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 analysis of existing sanitary system design and capacities based on connected plumbing fixtures to determine whether the system is adequate. Identify modifications required to correct existing deficiencies in the system. Destructive testing, digital camera investigations and other invasive investigative analysis is not provided or anticipated.~~
- ~~D. Provide conceptual/schematic design drawings for review and approval.~~

~~This phase is estimated to be four weeks.~~

Reference: Community Center Bathroom Renovations Project

Completed in the Community Center Main Building Sanitary Backup Response Renovations and Main Building Restroom Renovations Concept Reports dated August 07, 2023.

## **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 sheet specifications.
- 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 as follows-final is to be discussed and determined as the project develops:

- i. August 15, 2023 – Authorization to Proceed
- ii. Field verification as needed
- iii. Week of August 21, 2023 – Finishes Meeting and Scope Review
- iv. September 01, 2023 – Owner Review Set (This will also be Stantec's internal review set)
- v. September 08, 2023 – Set Delivered for Permit and Board submissions

## **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.

Design with community in mind

Reference: Community Center Bathroom Renovations Project

- 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. It is Stantec's understanding that the Prime contractor will be responsible for scheduling all construction related meetings, including the OAC as well as maintain construction schedule, meeting agendas, meeting minutes, and sub-contractor coordination. 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 per discipline) 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.
- Hazardous material testing and any necessary abatement will be provided by owner.
- Survey to determine location of underground sanitary pipe will be provided by owner.
- Excludes any permit fees, geotechnical services or any work not listed above.
- Conceptual Total Project costs were originally estimated at \$737,000 in 2022. Based on the explorations in the Concept Report Phase, Stantec estimates that this budget will exceed the noted Conceptual Total Project costs.
- Assumes that existing mechanical, plumbing and electrical infrastructure is adequate to support the anticipated scope – except as noted for improvements.
- 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 for the work listed above:

**Phase II/III: Lump Sum of \$49,000.00.**

**Phase IV: Hourly Not to Exceed estimated at 9,400.00 - Approximately 52 hours.**



Reference: Community Center Bathroom Renovations Project

Stantec is proposing that the Township utilized Stantec services as needed. This list provided above is a recommendation but is not a required or exhaustive list.

**Phase V: Hourly Not to Exceed estimated at \$40,300 – Approximately 220 hours.**

Stantec is proposing that the Township utilized Stantec services as needed. This list provided above is a recommendation but is not a required or exhaustive list.

If the above proposal meets your approval, please sign this proposal letter and return a copy to our office. We sincerely appreciate the opportunity to continue to work with the Charter Township of Ypsilanti 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 L. Stumbo* | *Heather James Roe*  
Brenda L. Stumbo | Heather James Roe  
Aug. 14, 2023, 2023



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

August 4, 2023  
File: 2075154401

**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 and Shop 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:

**Part A:**

Renovations to both buildings. The replacement would consist of new roof substrate and shingles, new skylight, new larger soffit vent replacement, four total accessible water closets associated new plumbing fixtures. Replacement of the glass block in all four locations with an alternate impact resistant translucent application. All existing to remain elements would be painted. New exterior doors and hardware to be provided. All new plumbing systems would be provided and consist of the following elements:

- Plumbing Systems: Existing plumbing distribution systems will be modified to support the replacement of the existing plumbing fixtures.
- Mechanical Systems: The new building will maintain naturally ventilated.
- Select modification and replacement of the existing sidewalk to eliminate trip hazards to be incorporated.

**Part B:**

Renovations to both restrooms. The renovations would consist of re-sizing the showers to 3x3 installations so that the plumbing fixtures can be re-set to meet current clearance dimensions. Accessories would be provided to meet current standards. Two total accessible water closets

Reference: Community Center Golf Course and Shop Bathroom Renovations Project

associated new plumbing fixtures would be provided with second water closet for each restroom. Wall demolition and reconfiguration is required. Patch and repair of the floor with new floor finish is recommended due to wall reconfiguration. Ceiling and lighting replacement is recommended due to wall reconfiguration. All existing to remain elements previously painted would be painted. New metal partitions to be provided. System infrastructure renovations will be provided to support the renovations and consist of the following elements:

- Plumbing Systems: All new plumbing fixtures will be provided. New domestic piping and sanitary waste and vent piping will be provided to support the renovations.
- Mechanical Systems: The mechanical distribution systems are recommended to be evaluated during design and augmented to support building operation and meet current codes.
- Electrical Systems: The existing lighting and power distribution systems in the area of renovation will be replaced and augmented to support building operation and the renovation. It is assumed that the existing power source is adequate and that no code violations exist within the panel that would require panel replacement.

## 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 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.~~

Completed in the Community Center Golf Course Restroom Renovations and Shop Building Restroom Renovations Concept Reports dated August 07, 2023.

### 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.

Reference: Community Center Golf Course and Shop Bathroom Renovations Project

- 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 and Plumbing schedules and diagrams, and sheet specifications.
- E. Plan Approvals - The A/E is responsible for submitting for plan reviews to the Township including, but not limited to: Building and Plumbing. The Township is waiving plan review fees for this project.

This phase is estimated as follows-final is to be discussed and determined as the project develops:

- i. August 15<sup>th</sup>, 2023 - Authorization to Proceed
- ii. Field verification as needed
- iii. Week of September 18, 2023 – Finishes Meeting and Scope Review
- iv. September 29, 2023 – Owner Review Set (This will also be Stantec's internal review set)
- v. September 10, 2023 – Set Delivered for Permit and Board submissions

#### **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. It is Stantec's understanding that the Prime contractor will be responsible for scheduling all construction related meetings, including the OAC as well as maintain construction schedule, meeting agendas, meeting minutes, and sub-contractor coordination. 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 per discipline) 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

Reference: Community Center Golf Course and Shop Bathroom Renovations Project

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.
- Hazardous material testing and any necessary abatement will be provided by owner.
- 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.
- Fire Protection scope is not anticipated.
- Electrical scope is not anticipated in the Golf Course Restrooms.

## 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 for the work listed above:

**Phase II/III: Lump Sum of \$22,200.00.**

**Phase IV: Hourly Not to Exceed estimated at 7,400.00 - Approximately 42 hours.**

Stantec is proposing that the Township utilized Stantec services as needed. This list provided above is a recommendation but is not a required or exhaustive list.

**Phase V: Hourly Not to Exceed estimated at \$28,900.00 – Approximately 158 hours.**

Stantec is proposing that the Township utilized Stantec services as needed. This list provided above is a recommendation but is not a required or exhaustive list.

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.

August 4, 2023  
Mr. John Hines, CPRP  
Page 5 of 5

Reference: Community Center Golf Course and Shop Bathroom Renovations Project

Regards,

**Stantec Consulting Michigan Inc.**



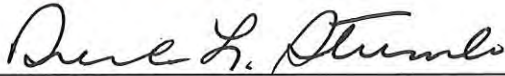
**Lindsay Woods** AIA, NCARB, LEED® Green Associate  
Project Manager  
Phone: 248-376-7972  
Lindsay.Woods@stantec.com



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

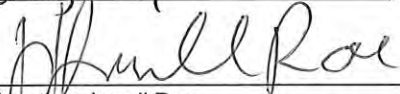
ACKNOWLEDGED AND ACCEPTED:

**CHARTER TOWNSHIP OF YPSILANTI**



Brenda Stumbo  
Supervisor

Aug. 16, 2023, 2023



Heather Jarrell Roe  
Clerk

Aug. 16, 2023, 2023

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**CHARTER TOWNSHIP OF YPSILANTI  
2023 BUDGET AMENDMENT # 11**

**August 15, 2023**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$15,071.00**

Request to increase the budget for the approved wage adjustment for MCAO and MAAO classifications for tax assessors within TPOAM union. This was approved by the Board on May 16, 2023. This will be funded by an appropriation of prior year fund balance.

<b>Revenues:</b>	Prior Year Fund Balance	101-000-699.999	\$15,071.00
		<b>Net Revenues</b>	<u><u>\$15,071.00</u></u>
<b>Expenditures:</b>	Salaries Pay Out	101-257-706.000	\$14,000.00
	FICA	101-257-715.000	\$1,071.00
		<b>Net Expenditures</b>	<u><u>\$15,071.00</u></u>

**226 - ENVIRONMENTAL SERVICES FUND**

**Total Increase \$150,000.00**

Request to increase the budget for contractual chipping service due to any upcoming sever storms. Services needed for residential curbside tree chipping. This will be funded by an appropriation of prior year fund balance.

<b>Revenues:</b>	Prior Year Fund Balance	226-000-699.999	\$150,000.00
		<b>Net Revenues</b>	<u><u>\$150,000.00</u></u>
<b>Expenditures:</b>	Contractual Services	226-528-818.000	\$150,000.00
		<b>Net Expenditures</b>	<u><u>\$150,000.00</u></u>

Motion to Amend the 2023 Budget (#11)

Move to increase the General Fund budget by \$15,071 to \$14,623,588 and approve the department line item changes as outlined.

Move to increase the Environmental Fund budget by \$150,000 to \$3,974,633 and approve the department line item changes as outlined.



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



# YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

**Accounting  
Department**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 544-4000 Ext 5  
Fax: (734) 484-5154

## STATEMENTS AND CHECKS

*SEPTEMBER 5, 2023 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$	813,280.12
HAND CHECKS -	\$	391,180.15
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	<b>1,204,460.27</b>

HAND CHECKS

Check Date	Check	Vendor Name	Amount
Bank AP AP			
08/10/2023	194442	COMCAST CABLE	50.18
08/10/2023	194443	DTE ENERGY COMPANY -	1,000.00
08/10/2023	194444	JOHN E. LAWRENCE	9,414.00
08/10/2023	194445	WASTE MANAGEMENT	175.79
08/10/2023	194446	WASTE MANAGEMENT	75.62
08/10/2023	194447	YPSILANTI COMMUNITY	172.62
08/17/2023	194448	COMCAST CABLE	174.08
08/17/2023	194449	DTE ENERGY	3,214.26
08/17/2023	194450	VERIZON CONNECT FLEET USA	750.35
08/17/2023	194451	VERIZON WIRELESS	471.69
08/17/2023	194452	WASTE MANAGEMENT	6,051.87
08/17/2023	194453	WASTE MANAGEMENT	203.20
08/17/2023	194454	WASTE MANAGEMENT	1,197.26
08/17/2023	194455	WASTE MANAGEMENT	701.79
08/17/2023	194456	WASTE MANAGEMENT	1,169.80
08/22/2023	194457	BLUE CROSS BLUE SHIELD OF MI	204,080.30
08/22/2023	194458	BLUE CROSS BLUE SHIELD OF MI	29,464.12
08/22/2023	194459	COMCAST CABLE	156.79
08/22/2023	194460	DELTA DENTAL PLAN OF MICHIGAN	12,864.33
08/22/2023	194461	DTE ENERGY	11,223.93
08/22/2023	194462	DTE ENERGY	88,087.41
08/22/2023	194463	U.S. BANK, N.A.	500.00
08/22/2023	194464	ZACHARY ROLAND	141.95
08/29/2023	194465	STANDARD INSURANCE COMPANY	4,300.80
08/29/2023	194466	STANDARD INSURANCE COMPANY	3,100.48
08/29/2023	194467	VERIZON WIRELESS	2,886.38
08/29/2023	194468	WEX BANK	2,651.15
08/29/2023	194469	YAMAHA MOTOR FINANCE CORPORATION	6,900.00

AP TOTALS:

Total of 28 Checks:	391,180.15
Less 0 Void Checks:	0.00
Total of 28 Disbursements:	391,180.15

*A/P CHECKS*

Check Date	Check	Vendor Name	Amount
Bank AP AP			
09/05/2023	194470	A DESIGN LINE	397.02
09/05/2023	194471	A.F. SMITH ELECTRIC	365.00
09/05/2023	194472	AAMCO TRANSMISSIONS AND	872.55
09/05/2023	194473	ACCUSHRED LLC	68.50
09/05/2023	194474	ADVANCE PRINT & GRAPHICS	354.15
09/05/2023	194475	ALLGRAPHICS CORPORATION	507.65
09/05/2023	194476	AMAZON CAPITAL SERVICES	3,489.18
09/05/2023	194477	AMY WILSON	100.00
09/05/2023	194478	ANGIE ASHFORD	100.00
09/05/2023	194479	ANN ARBOR CLEANING SUPPLY	1,717.11
09/05/2023	194480	APPLIED INNOVATION	293.92
09/05/2023	194481	ASCENTIS CORPORATION	413.90
09/05/2023	194482	ASSOCIATED FENCE	1,225.00
09/05/2023	194483	AUTO VALUE YPSILANTI	521.88
09/05/2023	194484	B-BALL SKILLS LLC	348.50
09/05/2023	194485	BACK TO NATURE LAWN CARE	265.00
09/05/2023	194486	BARBARA BIBINS	96.00
09/05/2023	194487	BELFOR USA GROUP INC	503.09
09/05/2023	194488	BIANCO TOURS	2,592.00
09/05/2023	194489	BIO-CARE, INC.	90.00
09/05/2023	194490	BOYNE MOUNTAIN RESORT	289.42
09/05/2023	194491	BUG PRO MICHIGAN	559.00
09/05/2023	194492	CARLISLE WORTMAN ASSOCIATES, INC.	1,012.50
09/05/2023	194493	CARLISLE WORTMAN ASSOCIATES, INC.	210.00
09/05/2023	194494	CARLISLE WORTMAN ASSOCIATES, INC.	210.00
09/05/2023	194495	CERTASITE, LLC	3,446.52
09/05/2023	194496	CHARTER TOWNSHIP OF SUPERIOR	56.55
09/05/2023	194497	CINDY MISURE	13,835.00
09/05/2023	194498	CINTAS CORPORATION	253.43
09/05/2023	194499	CISLO TITLE	1,575.00
09/05/2023	194500	CLI CONCRETE LEVELING INC.	2,380.00
09/05/2023	194501	COLMAN-WOLF SANITARY SUPPLY CO	587.53
09/05/2023	194502	COMERICA BANK	71.91
09/05/2023	194503	COMMUNITY PUBLISHING & MARKETING	8,000.00
09/05/2023	194504	COURT INNOVATIONS INC	540.00
09/05/2023	194505	CRYSTAL FLASH, INC.	9,757.70
09/05/2023	194506	CSI EMERGENCY APPARATUS, LLC	14,167.27
09/05/2023	194507	CUMMINS SALES AND SERVICE	1,887.75
09/05/2023	194508	D.R.A.C.O.	225.00
09/05/2023	194509	DABERKO LLC	695.00
09/05/2023	194510	DAMRON INVESTIGATIONS, INC	1,200.00
09/05/2023	194511	DOHYOUN LEE	20.00
09/05/2023	194512	DOMINIC HOVING	20.00
09/05/2023	194513	DOWNRIVER ACTORS GUILD	440.00
09/05/2023	194514	EBCO COMPANY	30.60
09/05/2023	194515	EDWARD MICHOWSKI	280.00
09/05/2023	194516	EMERGENT HEALTH PARTNERS	8,430.55
09/05/2023	194517	ERANE WASHINGTON	38.06
09/05/2023	194518	FIBER LINK	145.75
09/05/2023	194519	GLOBAL INDUSTRIAL EQUIPMENT COMPANY	225.51
09/05/2023	194520	GOVERNMENTAL CONSULTANT SERVICES	3,401.79
09/05/2023	194521	GRAINGER	427.64
09/05/2023	194522	GRAND TRAVERSE RESORT AND SPA	417.60
09/05/2023	194523	GRANITE TELECOMMUNICATIONS	71.90
09/05/2023	194524	GRIFFIN PEST SOLUTIONS	357.00
09/05/2023	194525	HERMAN & ASSOCIATES	473.95
09/05/2023	194526	HOME DEPOT	1,725.94
09/05/2023	194527	INFINITY FITNESS LLC	189.00
09/05/2023	194528	J & T AGGREGATE, LLC	7,975.13
09/05/2023	194529	JANINE ABERNATHY	100.00
09/05/2023	194530	JTW PIPES LLC	9,500.00
09/05/2023	194531	JUMP-A-RAMA	601.44
09/05/2023	194532	JUNGA'S ACE HARDWARE	130.66
09/05/2023	194533	KAMERON HAYES	100.00
09/05/2023	194534	KAYLA CASTELOW	20.00
09/05/2023	194535	KCI	698.40
09/05/2023	194536	KONE INC	208.32
09/05/2023	194537	LANGUAGE LINE SERVICES	377.62
09/05/2023	194538	LAWRENCE HENDRICKS	70.00
09/05/2023	194539	LOIS WHITEHEAD	100.00
09/05/2023	194540	LOOKING GOOD LAWN	7,125.00
09/05/2023	194541	LOWE'S	98.92
09/05/2023	194542	MARIALANA BRANCH	120.00
09/05/2023	194543	MARK NELSON	26.40
09/05/2023	194544	MENARDS, INC.	229.31
09/05/2023	194545	METCOM	393.50
09/05/2023	194546	MICHIGAN ASSOC. OF PLANNING	435.00
09/05/2023	194547	MICHIGAN LINEN SERVICE, INC.	2,307.19

Check Date	Check	Vendor Name	Amount
09/05/2023	194548	MILTON ANDREWS	240.00
09/05/2023	194549	MISERY IS OPTIONAL	100.00
09/05/2023	194550	MLIVE MEDIA GROUP	1,462.35
09/05/2023	194551	NEXTCARE URGENT CARE MICHIGAN	1,253.00
09/05/2023	194552	ONSITE SUBSTANCE ABUSE TESTING	135.00
09/05/2023	194553	OOMA, INC.	246.95
09/05/2023	194554	ORCHARD, HILTZ & MCCLIMENT INC	45,538.50
09/05/2023	194555	PARKWAY SERVICES, INC.	825.00
09/05/2023	194556	PEARLINE DAVIS	908.95
09/05/2023	194557	PEPSI BEVERAGES COMPANY	406.68
09/05/2023	194558	PM TECHNOLOGIES, LLC	772.00
09/05/2023	194559	POST, SMYTHE, LUTZ AND ZIEL	33,850.00
09/05/2023	194560	PPM LANDSCAPE CONTRACTORS INC	11,687.50
09/05/2023	194561	PRIORITY ONE EMERGENCY	181.98
09/05/2023	194562	PSYBUS	625.00
09/05/2023	194563	RANDALL MASCHARKA	2,950.00
09/05/2023	194564	RHETT REYES	3,270.99
09/05/2023	194565	RICOH USA, INC.	420.43
09/05/2023	194566	ROBERT ACTON	1,900.00
09/05/2023	194567	ROGER JAUSSE	280.00
09/05/2023	194568	SAM'S CLUB DIRECT	774.56
09/05/2023	194569	SENSAPHONE	92.65
09/05/2023	194570	SHANNON STRAUB	101.59
09/05/2023	194571	SHELLI ROGERS	100.00
09/05/2023	194572	SHERWIN WILLIAMS COMPANY	586.42
09/05/2023	194573	SHRADER TIRE & OIL	789.75
09/05/2023	194574	SIGNS BY TOMORROW	227.70
09/05/2023	194575	SITEONE LANDSCAPE SUPPLY, LLC	1,642.04
09/05/2023	194576	SMART BUSINESS SOURCE LLC	72.07
09/05/2023	194577	SOUTHERN COMPUTER WAREHOUSE	535.49
09/05/2023	194578	SPARTAN DISTRIBUTORS	7,370.00
09/05/2023	194579	SPICER GROUP	29,894.00
09/05/2023	194580	STADIUM TROPHY	261.25
09/05/2023	194581	STANTEC	217.50
09/05/2023	194582	STANTEC	1,166.50
09/05/2023	194583	STANTEC	15,874.08
09/05/2023	194584	STEPHEN BROWN	2,350.00
09/05/2023	194585	TARGET SPECIALTY PRODUCTS	4,479.88
09/05/2023	194586	TERMINIX PROCESSING CENTER	77.00
09/05/2023	194587	TERRAFIRMA	250.00
09/05/2023	194588	TESS SEIBERT	192.00
09/05/2023	194589	USA SOFTBALL OF MICHIGAN	580.80
09/05/2023	194590	VAN BUREN STEEL & FABRICATING	1,485.00
09/05/2023	194591	VERONICA NORLIN	100.00
09/05/2023	194592	VICTORY LANE	611.15
09/05/2023	194593	WASHTENAW COUNTY LEGAL NEWS	80.00
09/05/2023	194594	WASHTENAW COUNTY SHERIFF'S OFFICE	114.00
09/05/2023	194595	WASHTENAW COUNTY TREASURER#	509,121.84
09/05/2023	194596	WEINGARTZ	279.92
09/05/2023	194597	WOLVERINE FREIGHTLINER	200.20
09/05/2023	194598	YPSILANTI ACE HARDWARE	15.99
09/05/2023	194599	YPSILANTI COMMUNITY	3,990.20

AP TOTALS:

Total of 130 Checks:	813,280.12
Less 0 Void Checks:	0.00
Total of 130 Disbursements:	813,280.12

*Supervisor*  
**BRENDA L. STUMBO**  
*Clerk*  
**HEATHER JARRELL ROE**  
*Treasurer*  
**STAN ELDRIDGE**  
*Trustees*  
**RYAN HUNTER**  
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**GLORIA PETERSON**  
**DEBBIE SWANSON**



# YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

**Accounting  
Department**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 544-4000 Ext 5  
Fax: (734) 484-5154

## STATEMENTS AND CHECKS

*SEPTEMBER 19, 2023 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS -	\$	478,851.04
HAND CHECKS -	\$	36,103.79
CREDIT CARD PURCHASES-	\$	<u>9,763.27</u>
GRAND TOTAL -	\$	<b>524,718.10</b>

Clarity Health Care Deductible –

ACH EFT -	\$45,943.89 (AUG)
ADMIN FEE -	\$1,453.20 (AUG)

Check Date	Check	Vendor Name	Amount
Bank AP AP			
08/31/2023	194600	CRYSTAL FLASH, INC.	8,467.27
09/01/2023	194601	UNITED STATES POST OFFICE	4,826.70
09/05/2023	194602	POSTMASTER	1,009.65
09/06/2023	194603	CLEAR RATE COMMUNICATIONS, INC	271.47
09/06/2023	194604	COMCAST BUSINESS	3,612.89
09/06/2023	194605	COMCAST CABLE	116.36
09/06/2023	194606	COMCAST CABLE	9,167.20
09/06/2023	194607	DTE ENERGY	4,515.44
09/06/2023	194608	GUARDIAN ALARM	30.00
09/06/2023	194609	GUARDIAN ALARM	1,111.35
09/06/2023	194610	VERIZON WIRELESS	2,885.42
09/06/2023	194611	VERIZON WIRELESS	90.04

AP TOTALS:

Total of 12 Checks:	36,103.79
Less 0 Void Checks:	0.00
Total of 12 Disbursements:	<u>36,103.79</u>

*A/P Checks*

Check Date	Check	Vendor Name	Amount
Bank AP AP			
09/19/2023	194612	A.F. SMITH ELECTRIC	235.00
09/19/2023	194613	AIMEE OKITAPOY	100.00
09/19/2023	194614	ALETHA FORTUNE	15.00
09/19/2023	194615	ALLIE BROTHERS, INC.	34.40
09/19/2023	194616	AMAZON CAPITAL SERVICES	2,511.91
09/19/2023	194617	ANN ARBOR CLEANING SUPPLY	812.78
09/19/2023	194618	APPLIED INNOVATION	29.16
09/19/2023	194619	ASSOCIATED FENCE	1,150.00
09/19/2023	194620	AUTO VALUE YPSILANTI	127.96
09/19/2023	194621	B-BALL SKILLS LLC	604.25
09/19/2023	194622	BARR ENGINEERING COMPANY	4,932.60
09/19/2023	194623	BIANCO TOURS	738.00
09/19/2023	194624	BUCK'S OIL CO.	140.00
09/19/2023	194625	CALLAWAY GOLF SALES COMPANY	159.00
09/19/2023	194626	CARL PHILLIPS	18.00
09/19/2023	194627	CARLISLE/WORTMAN ASSOCIATES	420.00
09/19/2023	194628	CDW GOVERNMENT INC	18,646.80
09/19/2023	194629	CHARLENE WOODS	96.00
09/19/2023	194630	CINTAS CORPORATION	469.90
09/19/2023	194631	CRYSTAL FLASH, INC.	4,142.40
09/19/2023	194632	CUMMINS SALES AND SERVICE	1,709.29
09/19/2023	194633	CURACAO PROPERTIES LLC	1,500.00
09/19/2023	194634	DANIELLE FIELHAUER	204.40
09/19/2023	194635	EDWARD MICHOWSKI	120.00
09/19/2023	194636	FAHRA SAKO	100.00
09/19/2023	194637	FLEETPRIDE	528.73
09/19/2023	194638	GENE BUTMAN FORD	661.46
09/19/2023	194639	GOOSE BUSTERS OF MICHIGAN, LLC	455.00
09/19/2023	194640	GRAINGER	685.96
09/19/2023	194641	HEIKKINEN PRODUCTIONS	311.00
09/19/2023	194642	HOME DEPOT	2,014.36
09/19/2023	194643	INTEGRITY BUSINESS SOLUTIONS LLC	999.75
09/19/2023	194644	JOHN E. LAWRENCE	6,430.00
09/19/2023	194645	JP MORGAN CHASE BANK, NA	3,500.00
09/19/2023	194646	JTW PIPES LLC	450.00
09/19/2023	194647	LANSING SANITARY SUPPLY, INC	386.45
09/19/2023	194648	LAWRENCE HENDRICKS	75.00
09/19/2023	194649	LINDE GAS & EQUIPMENT INC	289.54
09/19/2023	194650	LOOKING GOOD LAWN	7,515.00
09/19/2023	194651	LOWE'S	59.99
09/19/2023	194652	MARIALANA BRANCH	80.00
09/19/2023	194653	MCLAIN AND WINTERS	159,825.36
09/19/2023	194654	MCMASTER-CARR	113.89
09/19/2023	194655	MICHAEL A. CROMER	197.13
09/19/2023	194656	MICHIGAN LINEN SERVICE, INC.	1,133.73
09/19/2023	194657	MILTON ANDREWS	680.00
09/19/2023	194658	MUNETRIX, LLC	7,342.50
09/19/2023	194659	ORCHARD, HILTZ & MCCLIMENT INC	21,751.00
09/19/2023	194660	ORKIN LLC	547.00
09/19/2023	194661	PARKWAY SERVICES, INC.	130.00
09/19/2023	194662	PAYTON JAMES	50.40
09/19/2023	194663	PEARLINE DAVIS	500.85
09/19/2023	194664	PEPSI BEVERAGES COMPANY	406.68
09/19/2023	194665	PIRTEK	291.32
09/19/2023	194666	PPM LANDSCAPE CONTRACTORS INC	2,975.00
09/19/2023	194667	PRIORITY ONE EMERGENCY	363.96
09/19/2023	194668	QUADIENT LEASING USA, INC	1,405.80
09/19/2023	194669	RHETT REYES	2,109.33
09/19/2023	194670	ROBERT ACTON	2,950.00
09/19/2023	194671	ROBERT KELCH	301.29
09/19/2023	194672	ROGER JAUSSI	120.00
09/19/2023	194673	SAFEGUARD BUSINESS SYSTEMS	585.64
09/19/2023	194674	SAM'S CLUB DIRECT	70.94
09/19/2023	194675	SARAH GOEBEL	100.00
09/19/2023	194676	SENSAPHONE	1,566.86
09/19/2023	194677	SHEREE POWELL	100.00
09/19/2023	194678	SHERWIN WILLIAMS COMPANY	238.92
09/19/2023	194679	SMART BUSINESS SOURCE LLC	227.28
09/19/2023	194680	SME	48,105.80
09/19/2023	194681	STANDARD PRINTING	655.00
09/19/2023	194682	STEPHEN BROWN	4,250.00
09/19/2023	194683	STERICYCLE INC	256.29
09/19/2023	194684	TARGET SPECIALTY PRODUCTS	1,035.25
09/19/2023	194685	UNIVERSITY TRANSLATORS	1,001.86
09/19/2023	194686	UTILITIES INSTRUMENTATION SERV	1,364.69
09/19/2023	194687	VICTORY LANE	223.14
09/19/2023	194688	W.J. O'NEIL COMPANY	3,156.00
09/19/2023	194689	WASHTENAW AREA MUTUAL AID ASSOC.	100.00

09/14/2023 09:41 AM  
User: mharris  
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2  
CHECK NUMBERS 194612 - 194697

Check Date	Check	Vendor Name	Amount
09/19/2023	194690	WASHTENAW COUNTY HAZMAT AUTHORITY	1,000.00
09/19/2023	194691	WASHTENAW COUNTY LEGAL NEWS	280.00
09/19/2023	194692	WASHTENAW COUNTY ROAD COMMISSION	145,011.88
09/19/2023	194693	WEINGARTZ	559.93
09/19/2023	194694	WESTLAND FIRE EXTINGUISHER INC	414.00
09/19/2023	194695	YAMAHA GOLF CARS PLUS	73.86
09/19/2023	194696	YPSILANTI ACE HARDWARE	59.37
09/19/2023	194697	YPSILANTI COMMUNITY	1,760.00

AP TOTALS:

Total of 86 Checks:	478,851.04
Less 0 Void Checks:	0.00
Total of 86 Disbursements:	<u>478,851.04</u>



09/14/2023 09:42 AM  
 User: mharris  
 DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI  
 CHECK NUMBERS 98 - 99

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
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*CREDIT CARDS*

Bank CARDS COMERICA COMMERCIAL CARD

09/19/2023	98 (E)	COMERICA BANK	MCAA	MCAA ANNUAL DUES	75.00
			FAST SIGNS	PERSONAL GARDENS - APPLERIDGE	257.98
			FAST SIGNS	FEATHER FLAG WELCOME - PARKS	344.66
			FEDERAL EXPRESS CORPORATION	FEDEX INVOICE	45.42
			GORDON FOOD SERVICE INC.	OPERATING SUPPLIES AND FOOD AN	339.46
			GORDON FOOD SERVICE INC.	OPERATING SUPPLIES AND FOOD AN	658.99
			GORDON FOOD SERVICE INC.	OPERATING SUPPLIES AND FOOD AN	434.73
			GORDON FOOD SERVICE INC.	OPERATING SUPPLIES AND FOOD AN	392.81
			GORDON FOOD SERVICE INC.	OPERATING SUPPLIES AND FOOD AN	532.67
			UNITED STATES POST OFFICE	PASSPORT POSTAGE WEEK OF AUGUS	77.00
			UNITED STATES POST OFFICE	PASSPORT POSTAGE WEEK OF AUGUS	163.25
			UNITED STATES POST OFFICE	PASSPORT POSTAGE WEEK OF JULY	67.35
			UNITED STATES POST OFFICE	PASSPORT POSTAGE WEEK OF JULY	134.50
			UNITED STATES POST OFFICE	PASSPORT POSTAGE WEEK OF JULY	19.30
			GRAND TRAVERSE RESORT AND SPA	DEPOSIT FOR PLANNING CONFERENC	165.00
			MIAM	FALL MECHANICAL INSPECTORS CON	400.00
			LOWE'S	GENERAL OFFICE SUPPLIES	45.56
			DOLLAR TREE	50 & BEYOND EXERCISE EQUIPMENT	45.00
			AMERICAN ASSOCIATION OF CODE	REGISTRATION FOR ROBERT KELCH	670.00
			ALRO METALS OUTLET	METAL FOR HYDRO PROJECT	57.24
			AVANGATE INC.	RSJoomla PLUGIN RENEWALS	107.11
			BOYNE MOUNTAIN RESORT	DEPOSIT FOR LODGING - JNEEL &	324.68
			BOOMER COMPANY	SLOTTED GALVANIZED STEEL GRATE	1,700.00
			C3CONTROLS	CONTROL SWITCH FOR ELECTRICAL	506.80
			C3CONTROLS	CONTROL SWITCH FOR ELECTRICAL	51.87
			IPS DRUG TESTING	RANDOM DRUG SCREEN FOR DOT LIC	45.00
			MENARDS, INC.	COMBINATION LOCK -SPOTLIGHT	99.57
			MICHIGAN GOVERNMENT FINANCE O	MICHIGAN GOVERNMENT FINANCIAL	350.00
			MICHIGAN GOVERNMENT FINANCE O	MICHIGAN GOVERNMENT FINANCIAL	130.00
			MICHIGAN GOVERNMENT FINANCE O	2023 FALL TRAINING INSTITUTE	350.00
			NAMECHEAP INC	YPSITOWNSHIP.GOV SSL CERTIFICA	199.95
			NETFLARE	DMARCLY	828.00
			PACK N PARCEL	SHIPPING TO VENDOR	17.45
			RESTAURANT DEPOT	COFFEE - SUPERVISOR	51.92
			TRANSUNION RISK & ALTERNATIVE	MONTHLY SUBSCRIPTION FEES FOR	75.00

9,763.27

CARDS TOTALS:

Total of 1 Checks:  
 Less 0 Void Checks:

9,763.27  
 0.00

Total of 1 Disbursements:

9,763.27



**YPSILANTI  
TOWNSHIP**  
— OFFICE OF THE TREASURER —

**MONTHLY TREASURER'S REPORT  
STAN ELDRIDGE  
AUGUST 1, 2023 - AUGUST 31, 2023**

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	7,254,567.56	2,856,773.32	3,073,113.60	7,038,227.28
101 - Payroll	196,577.98	782,720.57	757,816.55	221,482.00
101 - Willow Run Escrow	146,003.26	49.60	0.00	146,052.86
206 - Fire Department	4,214,255.59	20,579.21	341,507.86	3,893,326.94
208 - Parks Fund	19,648.92	83.36	322.94	19,409.34
213 - Roads/Bike Path/Rec/General Fund	2,099,106.64	466,937.77	1,016,105.08	1,549,939.33
216 - Fire Pension & OPEB Millage Fund	72,222.92	313.51	0.00	72,536.43
217 - Fire Special Millage Capital Fund	1,956,245.27	8,499.08	2,739.75	1,962,004.60
226 - Environmental Services	3,112,950.35	10,898.05	251,543.67	2,872,304.73
230 - Recreation	238,350.15	64,707.67	80,645.69	222,412.13
236 - 14-B District Court	78,122.61	59,558.25	119,636.94	18,043.92
244 - Economic Development	73,446.87	318.94	0.00	73,765.81
249 - Building Department Fund	1,708,651.73	56,152.98	58,887.25	1,705,917.46
250 - LDFA Tax	20,859.30	90.61	0.00	20,949.91
252 - Hydro Station Fund	984,368.51	32,266.05	42,404.01	974,230.55
266 - Law Enforcement Fund	12,036,651.66	59,550.18	82,015.41	12,014,186.43
282 - Cares Act Fund	8,857,788.93	38,503.17	14,315.50	8,881,976.60
284 - Opioid Settlement Fund	20,411.21	2,725.27	0.00	23,136.48
287 - Nuisance Abatement Fund	70,563.57	1,512.63	3,269.01	68,807.19
398 - LDFA 2006 Bonds	18,589.88	79.74	500.00	18,169.62
584 - Green Oaks Golf Course	321,029.85	105,956.82	78,003.77	348,982.90
597 - Compost Site	793,382.73	32,784.09	34,846.29	791,320.53
661 - Motor Pool	365,557.94	6,364.56	14,046.59	357,875.91
702 - General Tax Collection	25,407.25	12,223.24	0.00	37,630.49
703 - Current Tax Collections	2,978,797.10	13,979,720.72	5,259,446.90	11,699,070.92
707 - Bonds & Escrow/GreenTop	2,019,933.81	20,687.72	5,308.50	2,035,313.03
708 - Fire Withholding Bonds	164,369.69	55.84	0.00	164,425.53
<b>GRAND TOTAL</b>	<b>49,847,861.28</b>	<b>18,620,112.95</b>	<b>11,236,475.31</b>	<b>57,231,498.92</b>

# **OLD BUSINESS**

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# Charter Township of Ypsilanti

## RESOLUTION NO. 2023-12

### A Resolution Amending the Ypsilanti Township Zoning Ordinance

#### (In Reference to Proposed Ordinance 2023-505)

**Whereas**, the Township Planning Department Staff completed a detailed review of the Township's Zoning Code; and

**Whereas**, at its regularly scheduled Planning Commission meeting held July 25, 2023, the Planning Commission held a public hearing.

**Whereas**, the Planning Commission for Ypsilanti Township recommended approval of the proposed zoning amendments to the Township's Zoning Code to the Township Board of Trustees at its regular meeting of July 25, 2023 which changes can be summarized as follows:

1. Article 4, Sec. 407. – Residential Multiple-Family: Low Density
  - a. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.
2. Article 4, Sec. 408. – Residential Multiple-Family: Medium Density
  - a. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.
3. Article 4, Sec. 409. – Residential Multiple-Family: High Density
  - a. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.
4. Article 4, Sec. 420.5 – Industrial Use Table
  - a. Amended industrial district use table.
5. Article 5, Sec. 506. – Town Center
  - a. Amending group 2 to allow for use groups 1, 2, 3, and 4.
6. Article 11, Sec. 1128. – Temporary Sidewalk Outdoor and Tent Sales for Principal Use.
  - a. Address the parking requirements of temporary sidewalk and outdoor sales.
7. Article 13, Sec. 1305. – Fences and Walls.
  - a. Eliminate illustration in Sec. 1305 and amend 1305.2.A to include through lots.
8. Article 15, Sec. 1509. – Signs.
  - a. Amend Sec. 1509.6.A.2.b. to change the area of wall signs permitted for each "lot" to "unit" as was intended. To amend Sec. 1509.10. to eliminate wall painted signs.

#### **Now Therefore,**

**Be it resolved**, that the Charter Township of Ypsilanti Board of Trustees does hereby approve Ordinance No. 2023-505 as attached, by amending Articles of the Township's Zoning Ordinance as noted, replacing it with proposed Ordinance No. 2023-505.

**CHARTER TOWNSHIP OF YPSILANTI  
PROPOSED ORDINANCE NO. 2023-505**

**An Ordinance to Amend Articles 4, 5, 11, 13, and 15 of the  
Ypsilanti Township Zoning Ordinance**

**Article 4 – District Regulations Zoning Text Amendments**

**Sections 407, 408, and 409 – Residential Multiple-Family Districts**

Single-family residential uses are permitted in the three residential multiple-family districts (RM-LD, RM-MD, and RM-HD) but the dimensional requirements do not contemplate setbacks for single-family residential uses, only multiple-family residential uses. Requiring a single-family residential dwelling to comply with the required 60-foot aggregate side yard setback, for example, of the RM-LD district makes most typical platted subdivision lots unbuildable except for variance approval. On October 5, 2022, staff brought before the Zoning Board of Appeals a request by Habitat for Humanity to seek a variance from Sec. 407 due to the inability for them to meet the aggregate 60-foot side yard setback requirement on a RM-LD lot located at 966 N. Prospect. The lot was only 51' wide rendering the construction of a single-family home impossible with the current standards. If this Zoning Text Amendment was in effect at the time, Habitat for Humanity could simply use the dimensional standards of the most similar single-family lot, in this case, a R-5 One-Family Residential lot. **Staff recommends the following language be included in the supplemental district standards for all three multiple-family districts:**

**The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.**

Sec. 407. - Residential multiple-family: low density:

1. *Intent:* The intent is to provide sites for low-density multiple-family dwelling structures, and related uses.
2. *Use regulations:* Section 420 sets forth permitted, accessory and special land uses within the RM-LD residential district.
3. *Dimensional requirements:* The following dimensional requirements shall apply to the RM-LD residential district.

Min. Lot Size		Max. Lot Coverage (all buildings)	Max. Height		Min. Yards & Setbacks in feet			
in acres	Width in feet		Stories	Feet	Front	Side		Rear
						Least	Total	
1 or 3 <sup>1</sup>	80	25%	3	35	30	30	60	30

<sup>1</sup> Minimum total lot area of one (1) acre for residential use with a minimum lot area of seven thousand two hundred (7,200) square feet per dwelling unit, and minimum lot area of three (3) acres for non-residential uses

4. *Supplemental district standards:*
  - A. In addition to those bulk regulations listed in Section 407.3, all development shall conform to supplemental bulk regulations listed in Section 419.
  - B. The following minimum dwelling unit size requirements shall apply to the RM-MD residential districts

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
350 sq. ft.	500 sq. ft.	700 sq. ft.	900 sq. ft.	1,100 sq. ft.

C. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.

## Article 4 – District Regulations Zoning Text Amendments

### Sections 407, 408, and 409 – Residential Multiple-Family Districts

Single-family residential uses are permitted in the three residential multiple-family districts (RM-LD, RM-MD, and RM-HD) but the dimensional requirements do not contemplate setbacks for single-family residential uses, only multiple-family residential uses. Requiring a single-family residential dwelling to comply with the required 60-foot aggregate side yard setback, for example, of the RM-LD district makes most typical platted subdivision lots unbuildable except for variance approval. On October 5, 2022, staff brought before the Zoning Board of Appeals a request by Habitat for Humanity to seek a variance from Sec. 407 due to the inability for them to meet the aggregate 60-foot side yard setback requirement on a RM-LD lot located at 966 N. Prospect. The lot was only 51’ wide rendering the construction of a single-family home impossible with the current standards. If this Zoning Text Amendment was in effect at the time, Habitat for Humanity could simply use the dimensional standards of the most similar single-family lot, in this case, a R-5 One-Family Residential lot. **Staff recommends the following language be included in the supplemental district standards for all three multiple-family districts:**

The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.

Sec. 408. - Residential multiple-family: medium density:

1. *Intent:* The intent is to provide sites for medium-density multiple-family dwelling structures, and related uses.
2. *Use regulations:* Section 420 sets forth permitted, accessory and special land uses within the RM-MD residential district.
3. *Dimensional requirements:* The following dimensional requirements shall apply to the RM-MD residential districts.

Min. Lot Size		Max. Lot Coverage (all buildings)	Max. Height		Min. Yards & Setbacks in feet			
			Stories	Feet	Front	Side		Rear
in acres	Width in feet				Least	Total		
1 or 3 <sup>1</sup>	100	15%	4	45	40	40	80	50

<sup>1</sup> Minimum total lot area of one (1) acre for residential use with a minimum lot area of seven thousand two hundred (7,200) square feet per dwelling unit, and minimum lot area of three (3) acres for non-residential uses.

4. *Supplemental district standards:*
  - A. In addition to those bulk regulations listed in Section 408.3, all development shall conform to supplemental bulk regulations listed in Section 419.
  - B. The following minimum dwelling unit size requirements shall apply to the RM-MD residential districts

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
350 sq. ft.	500 sq. ft.	700 sq. ft.	900 sq. ft.	1,100 sq. ft.

C. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.

## Article 4 – District Regulations Zoning Text Amendments

### Sections 407, 408, and 409 – Residential Multiple-Family Districts

Single-family residential uses are permitted in the three residential multiple-family districts (RM-LD, RM-MD, and RM-HD) but the dimensional requirements do not contemplate setbacks for single-family residential uses, only multiple-family residential uses. Requiring a single-family residential dwelling to comply with the required 60-foot aggregate side yard setback, for example, of the RM-LD district makes most typical platted subdivision lots unbuildable except for variance approval. On October 5, 2022, staff brought before the Zoning Board of Appeals a request by Habitat for Humanity to seek a variance from Sec. 407 due to the inability for them to meet the aggregate 60-foot side yard setback requirement on a RM-LD lot located at 966 N. Prospect. The lot was only 51' wide rendering the construction of a single-family home impossible with the current standards. If this Zoning Text Amendment was in effect at the

time, Habitat for Humanity could simply use the dimensional standards of the most similar single-family lot, in this case, a R-5 One-Family Residential lot. **Staff recommends the following language be included in the supplemental district standards for all three multiple-family districts:**

The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.

Sec. 409. - Residential multiple-family: high density:

1. *Intent:* The intent is to provide sites for high-density multiple-family dwelling structures, and related uses.
2. *Use regulations:* Section 420 sets forth permitted, accessory and special land uses within the RM-HD residential district.
3. *Dimensional requirements:* The following dimensional requirements shall apply to the RM-HC residential districts.

Min. Lot Size		Max. Lot Coverage (all buildings)	Max. Height		Min. Yards & Setbacks in feet			
in acres	Width in feet		Stories	Feet	Front	Side		Rear
						Least	Total	
1 or 3 <sup>1</sup>	150	15%	8	85	50	50	100	50

<sup>1</sup> Minimum total lot area of one (1) acre for residential use with a minimum lot area of seven thousand two hundred (7,200) square feet per dwelling unit, and minimum lot area of three (3) acres for non-residential uses

4. *Supplemental district standards:*

- A. In addition to those bulk regulations listed in Section 409.3, all development shall conform to supplemental bulk regulations listed in Section 419.
- B. The following minimum dwelling unit size requirements shall apply to the RM-H residential districts:

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
350 sq. ft.	500 sq. ft.	700 sq. ft.	900 sq. ft.	1,100 sq. ft.

C. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.



#### Article 4, Section 420 – Residential Use Table

Staff suggests amending the industrial schedule of uses to provide for uses more in line with the Master Plan, industrial users that are currently operating in the township, and uses more aligned with today's economic trends. Please find below the proposed changes:

#### Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
P = Permitted Use    SL-PC = Special Use Planning Commission Approval SL-TB = Special Use Township Board Approval    A = Accessory Use    – = Not permitted				
Blast furnace, steel furnace, blooming or rolling mill		P		Located not less than eight hundred (800) feet distance from any residential district and not less than three hundred (300) feet distant from any other district
Central dry-cleaning plant, service to more than one facility	P	P		
Crematorium		<del>SL-PG</del>	<u>SL-PC</u>	Subject to conditions in Section 1115
Garbage, refuse and rubbish transfer stations		P		Subject to conditions in Section 1152.
Heating and electric power generating plants, and all necessary uses		<del>SL-PG</del>	<u>SL-PC</u>	
<del>Incineration of garbage or refuse when conducted within an approved and enclosed incinerator plant</del>		P		<del>Located not less than eight hundred (800) feet distance from any residential district and not less than three hundred (300) feet distant from any other district</del>
Junkyards and places for dismantling, wrecking, and disposing or salvaging of the junk and or refuse material of agricultural and automotive vehicles, paper, glass, and other materials of a similar nature, including processing of materials for recycling		<del>P</del>	<u>SL-PC</u>	Subject to conditions in Section 1137 and Article V, Junkyards, and automobile dismantling, of Chapter 22 of the Charter Township of Ypsilanti Code of Ordinances i
<del>Lumber and planing mills</del>	<del>SL-PG</del>	<del>SL-PC</del>		<del>Must be in enclosed building and located in the interior of the district so that no property line shall form the exterior boundary of the zoning district</del>
<u>Product Assembly</u>				
<u>Manufacturing and Production</u>	<u>SL-PC</u>	<u>SL-PC</u>	<u>SL-PC</u>	

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<p>P = Permitted Use    SL-PC = Special Use Planning Commission Approval  SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</p>				
<del>Manufacture of corrosive acid or alkali, cement, lime, gypsum, or plaster of Paris.</del>		P	P	<del>Located not less than eight hundred (800) feet distant from any residential district and not less than three hundred (300) feet distant from any other district</del>
<del>Manufacture of musical instruments, toys, novelties and metal or rubber stamps, or other small, molded rubber products</del>	SL-PC	P		In I-T, must be in enclosed building
<del>Manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas</del>	SL-PC	P		In I-T, must be in enclosed building
<del>Manufacture or assembly of electrical appliances, electronic instruments and devices, radios, and phonographs</del>	SL-PC	P		In I-T, must be in enclosed building
<del>Manufacture, compounding, assembling or treatment of Articles or merchandise from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal (excluding large stamping such as automobile fenders or bodies), shell, textiles, tobacco, wax, wire, wood (excluding saw and planing mills) and yarns.</del>	SL-PC	P		In I-T, must be in enclosed building
<del>Manufacture, compounding, processing, packaging, or treatment of such products as: bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, hardware, and cutlery; tool, die, gauge and machine shops</del>	SL-PC	P		In I-T, must be in enclosed building
Metal plating, buffing, and polishing	SL-PC	SL-PC		Subject to appropriate measures to control the type of process to prevent noxious results and/or nuisances

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<p>P = Permitted Use    SL-PC = Special Use Planning Commission Approval            SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</p>				
Self-Storage Facilities and storage buildings for lease to the public	<del>SL-PC</del>	SL-PC	<u>P</u>	Subject to conditions in Section 1134.
Petroleum or other inflammable liquids, production, refining or storage		<u>P</u>	<u>SL-PC</u>	Located not less than eight hundred (800) feet distant from any residential district and not less than three hundred (300) feet distant from any other district
<del>Sand and gravel extraction</del>		<u>P</u>		<del>Subject to conditions in Section 1148.</del>
<del>Smelting of copper, iron, or zinc ore</del>		<u>P</u>		<del>Located not less than eight hundred (800) feet distant from any residential district and not less than three hundred (300) feet distant from any other district</del>
Last mile logistics and distribution warehouses and uses.		<u>P</u>	P	
Large Scale Customer Fulfillment Centers		<u>P</u>	P	
Laboratories, experimental technology testing facilities.	<u>P</u>	<u>P</u>	P	
Avionic repair and manufacturing including airplanes, helicopters, and drones.		<u>P</u>	P	
<del>Green infrastructure and technology</del>			<u>P</u>	
Data centers for the storage and warehousing of computer servers.		<u>P</u>	P	
Outdoor Storage and Contractors/Landscapers Yard	<u>P</u>	<del>SL-PC</del>	<u>SL-PC</u>	Subject to conditions in Section 1157.
<del>Open Air Business</del>	<del>SL-PC</del>	<del>SL-PC</del>		<del>Subject to condition in Section 1110.</del>
Warehouses and <u>indoor</u> storage	<u>P</u>	P	<u>P</u>	

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
<del>Uses which have an industrial character in terms of either their outdoor storage requirements or activities such as, but not limited to: lumberyard, building materials outlet, upholsterer, cabinetmaker, outdoor boat, house trailer, automobile garage or agricultural implement sales</del>	<del>SL-PC</del>	<del>SL-PC</del>		
<del>Laboratories, experimental, film or testing</del>	<del>SL-PC</del>	<del>P</del>		<del>In I-T, must be in enclosed building</del>
Medical laboratories	P	P		
<del>Research and development, including laboratories, prototype development and testing facilities, design and pilot or experimental product development</del>	<del>P</del>	<del>P</del>		<del>In I-T, must be in enclosed building</del>
<u>Green Industry and Energy</u>				
<u>Green technology research and manufacturing</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Solar Farms</u>		<u>SL-PC</u>	<u>SL-PC</u>	
<u>Green Battery Manufacturing</u>		<u>P</u>	<u>P</u>	
<u>Hydrogen Technology and alternative green fuels</u>		<u>SL-PC</u>	<u>P</u>	
<u>Research and development, including laboratories, prototype development and testing facilities, design and pilot or experimental product development</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<b>Agricultural</b>				
<del>Farm operation</del>	<del>P</del>	<del>P</del>		
Greenhouse and plant material nursery (materials grown and sold on-site)	P	P	<u>P</u>	
<del>Community Supported Agriculture</del>	<del>SL-PC</del>			

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
<b>Office and Financial</b>				
Office buildings	P	<u>P</u>	<u>P</u>	
Data processing and computer centers, including service and maintenance of electronic data processing equipment	P	<u>P</u>	<u>P</u>	
<b>Retail and Services</b>				
Sexually Oriented Businesses			SL-PC	Subject to conditions in Section 1139.
<del>Adult/child day care center + preschools</del>	<del>SL-PG</del>			
Commercial kennels/ pet day care	SL-PC	P	<u>P</u>	Subject to conditions in Section 1161
<del>Massage therapy</del>			<del>SL-PC</del>	<del>Subject to conditions in Section 1140.</del>
<del>Pawnbroker, secondhand dealer, and junk dealer facilities</del>			<del>SL-PG</del>	<del>Subject to conditions in Section 1141.</del>
Incidental Sales and Services	A	A	A	Subject to conditions in Section 1132
Tattoo parlor			SL-PC	
<b>Medical Marihuana</b>				
Class A Grower (may grow up to five hundred (500) marijuana plants), Class B Grower (may grow up to one thousand (1,000) marijuana plants), and Class C			P	

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    – = Not permitted</b>				
Grower (may grow up to one thousand-five hundred (1,500) marijuana plants)				
Processor			P	
Safety Compliance Facility			P	
Dispensary			P	
Secure Transporter			P	
Provisioning Center			P	
Microbusiness			P	
<b>Recreational Marihuana</b>				
Class A Marijuana Grower (may grow up to one hundred (100) plants), Class B Marijuana Grower (may grow up to five hundred (500) plants), and Class C Marijuana Grower (may grow up to two thousand (2,000) plants)			P	
Processor			P	
Safety Compliance Facility			P	
Provisioning Center			P	
Secure Transporter			P	
Retailer			P	
Microbusiness			P	
<b>Lodging and Restaurants</b>				
Hotels	P			Subject to condition in Section 1123.
Motels	P			Subject to conditions in Section 1122.

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
Restaurants	P			
<b>Civic/Institutional</b>				
Hospitals	P			
Trade or industrial schools	P	P	<u>P</u>	No outdoor storage
Parole or probation offices			SL-PC	Subject to conditions in Section 1143.
Public/government buildings	P	<u>P</u>	<u>P</u>	
Public utility buildings, excluding wastewater treatment plants	P	P	<u>P</u>	
Transfer and electricity and gas service buildings and yards	P	P	<u>SL-PC</u>	
Wastewater treatment plants			P	Subject to conditions in Section 1154.
<b>Recreation</b>				
Assembly halls, display halls, convention center, theater, or similar places of assembly	<u>SL-PC</u>			Conducted in completely enclosed building
Health clubs, fitness centers, gyms and aerobic clubs, health, and fitness center	SL-PC	SL-PC		Permitted as accessory use only in I-T
Indoor recreational facility, including bowling alley, archery range, tennis/racquet ball court, skating rink, athletic field, swimming pool, and other similar uses	SL-PC	SL-PC		Permitted as accessory use only in I-T. Must be located at least one hundred (100) feet from any front, rear, or side yard of any residential lot in an adjacent residential district. Subject to conditions in Section 1135.
Lighted outdoor commercial sports centers, including baseball and other intense activities		P		Subject to conditions in Section 1153.

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
<del>Outdoor spat ball, simulated war games and similar activities</del>		<del>P</del>		<del>Subject to conditions in Section 1151.</del>
Outdoor theaters		SL-PC	<u>SL-PC</u>	Subject to conditions in Section 1138.
Racetracks (including midget auto and karting tracks) and dirt tracks		<del>P</del>	<u>SL-PC</u>	Subject to conditions in Section 1150.
<b>Automotive/Transportation</b>				
Airports	<u>SL-PC</u>	SL-PC	<u>SL-PC</u>	Subject to conditions in Section 1133.
Auto engine and body repair, and undercoating shops	<u>SL-PC</u>		<u>SL-PC</u>	When conducted in enclosed building
Automobile mechanical component dismantling and recycling			SL-PC	Subject to conditions in Section 1142.
Freight terminals	<del>P</del>	P	<del>P</del>	
Railroad transfer and storage tracks, railroad rights-of-way	P	P	<del>P</del>	
Railroad lines, rail spurs and similar rail transport access facilities	P	P	P	Subject to conditions in Section 1145.
<b>Accessory Uses</b>				
Accessory buildings and uses customarily incident to any permitted use in this table	A	A	A	
<b>Other</b>				
Wireless communication towers and antennas	See Section 1144.			

(Ord. No. 2018-476 , § 2, 2-20-18)



**Article 5 – Sec. 506. – Town Center:**

**Use groups by category in Town Center**

Use Group 2 for the Town center corridors indicates in Use Group 2 *mixed uses: any combination of uses located in group 1, 2, or 3 that is mixed vertically in a building or horizontal on one parcel* is permitted but Use Group 4 (retail, entertainment, and service uses) have been excluded from the mixed-use groups even though Use Group 4 is permitted across all site types. Staff recommends that Use Group 2 for all corridors be corrected to include Use Group 4 in the mixed-uses permitted. **This Zoning Ordinance Text Amendment will be brought to the Planning Commission for the Neighborhood and Regional Corridor in the coming months.** See next page.

**Current Zoning Ordinance Language:**

*2. Use Groups by Category-Town Center:*

<b>Town Center Corridors</b>
<b>Use Group 1</b>
<b>Residential Uses:</b>
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.
<b>Use Group 2</b>
<b>Misc. Residential/Related Uses:</b>
Mixed-use. Any combination of uses located in group 1, 2 or 3, that is mixed vertically in a building or horizontal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Child care centers, subject to regulations in Section 1155.
Bed and Breakfast operations, subject to regulations in Section 1107.
<b>Use Group 3</b>
<b>Office/Institutional:</b>
Civic Buildings.
Professional and medical office.
Primary/secondary schools (private).
Publicly owned/operated office and service facilities.
Place of worship.
Veterinary clinics or hospitals, subject to regulations in Section 1116 or Section 1117, as applicable.
<b>Use Group 4</b>
<b>Retail, Entertainment, and Service Uses:</b>
Financial institutions without a drive-through.
General retail.
Food use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.

**Proposed Text Amendment:**

*2. Use Groups by Category-Town Center:*

<b>Town Center Corridors</b>
<b>Use Group 1</b>
<b>Residential Uses:</b>
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.
<b>Use Group 2</b>
<b>Misc. Residential/Related Uses:</b>
Mixed-use. Any combination of uses located in group 1, 2, 3, or 4 that is mixed vertically in a building or horizontal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Child care centers, subject to regulations in Section 1155.
Bed and Breakfast operations, subject to regulations in Section 1107.
<b>Use Group 3</b>
<b>Office/Institutional:</b>
Civic Buildings.
Professional and medical office.
Primary/secondary schools (private).
Publicly owned/operated office and service facilities.
Place of worship.
Veterinary clinics or hospitals, subject to regulations in Section 1116 or Section 1117, as applicable.
<b>Use Group 4</b>
<b>Retail, Entertainment, and Service Uses:</b>
Financial institutions without a drive-through.
General retail.
Food use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.

## **Article 11—Specific Use Provisions Zoning Text Amendments**

### **Section 1128 - Sec. 1128. - Temporary sidewalk, outdoor and tent sales for principal use:**

Section 1128 provides for temporary sidewalk, outdoor and tent sales for principal uses, with conditions for all uses specified in paragraph 1. The conditions include following the sign provisions, maneuverability, or safety of the site, and following all other township requirements. However, there is no provision for parking requirements that apply to all uses; parking requirements are addressed only under paragraph 2, Seasonal sales of produce from tents, stands or display racks. Parking should be a consideration for all temporary sales uses.

Staff recommends that the parking requirements under paragraph 2 be moved to paragraph 1, thereby applying to all uses under Section 1128.

### Sec. 1128. - Temporary sidewalk, outdoor and tent sales for principal use:

Temporary sidewalk, outdoor and tent sales may be permitted subject to the issuance of a revocable Zoning Compliance permit to operate a sidewalk, outdoor or tent sales as an extension of or compatible with, the existing business on a portion of the public sidewalk or other public area adjacent to the business. The Zoning Compliance permit may be issued by the Zoning Administrator under the following terms and conditions:

1. For all uses, the following conditions must be met:
  - A. Signs shall be limited to sizes and locations in keeping with Article 15.
  - B. All temporary buildings, tents and structures shall be constructed, used, occupied, and maintained in compliance with the provisions of the state construction code and all Ordinances of the Township.
  - C. Building and Fire Code requirements shall be complied with.
  - D. The sale shall not interfere with the use of the sidewalk or street for pedestrian or vehicular travel. Sidewalk width must remain at least six (6) feet wide.
  - E. The sale shall not unreasonably interfere with the view of, access to or use of property adjacent to the street or neighboring businesses or properties.
  - F. The sale shall not interfere with street clearing or snow removal activities.
  - G. The sale shall not cause damage to the street or to sidewalks, trees, benches, landscaping, or other objects lawfully located on the property.
  - H. Sales areas shall be located so as to provide adequate access for fire and safety vehicles.
  - I. A permit shall be required. The proprietor of the property shall provide a sketch plan drawn to scale showing the location of the sale, existing and proposed temporary and permanent structures on the entire parcel, parking areas, and parking calculations.
  - J. Copies of permits required by any other agencies for the use must be included with the permit application.

K. Off-street parking shall be provided in keeping with standards of Section 1205, Parking requirements. In those instances where usable floor area cannot be effectively measured, the sales space utilized shall be measured as usable floor area.

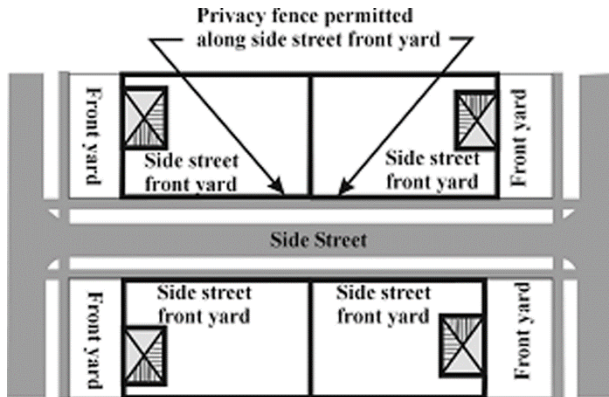
2. Seasonal sale of produce from tents, stands or display racks subject to the following conditions:
  - A. Permits may be issued for up to six (6) month periods.
  - ~~B. Off-street parking shall be provided in keeping with standards of Section 1205, Parking requirements. In those instances where usable floor area cannot be effectively measured, the sales space utilized shall be measured as usable floor area.~~
3. Sidewalk sales areas may be permitted subject to the following:
  - A. The sidewalk sales area shall abut the building and shall not be placed abutting a parking area or vehicle travel lane.
  - B. Sidewalk sales areas shall not be fenced or enclosed in any manner.
  - C. Sidewalk sales shall be conducted for no more than fourteen (14) consecutive days and permits shall not be issued for consecutive tent sales beyond a fourteen (14) day period.
4. Tent sales may be permitted subject to the following:
  - A. No more than three (3) tent sales shall be permitted for a business location within a single calendar year.
  - B. A tent sale shall be conducted for no more than fourteen (14) consecutive days and permits shall not be issued for consecutive tent sales beyond a fourteen (14) day period.
  - C. Tent sales when proposed to be conducted on parking areas shall not reduce required parking spaces by more than fifteen percent (15%).
  - D. All tents shall be removed within forty-eight (48) hours of expiration of the period for which the permit is issued.
  - E. Equipment and products used in the event do not pose a fire or other hazard.

## **Article 13 Zoning Text Amendments**

### **A. Section 1305 – Fences and Walls**

Section 1305.2.A.(1) specifies that *“Only ornamental type fences shall be located in a required front yard or, in the case of a corner or through lot, in a required yard which adjoins a public or private street provided such fences shall not exceed four (4) feet in height.”*

However, the illustration included in this section reflects the previous zoning ordinance provisions allowing a six-foot privacy fence in the required yard adjoining a public or private street in certain situations. The illustration should be corrected to show that a privacy fence must meet the required front yard setback along both street frontages.



## B. Section 1305 – Fences and Walls

A through lot is defined by the Ordinance as “*Lot, Through: Any interior lot having frontage on two (2) more or less parallel streets as distinguished from a corner lot. In the case of a row of double frontage lots, all yards of said lots adjacent to streets shall be considered frontage, and front yard setbacks shall be provided as required.*”

Section 1305.2.A.(1) specifies that “*Only ornamental type fences shall be located in a required front yard or, in the case of a corner or through lot, in a required yard which adjoins a public or private street provided such fences shall not exceed four (4) feet in height.*” A six-foot tall fence must meet the rear yard setback of 35 feet on a through lot, which could substantially decrease the usable rear yard of a through lot.

Staff recommends that the ordinance be changed to read as follows:

2. Height and location requirements:

A. Residential District.

(1) Only ornamental type fences shall be located in a required front yard or, in the case of a corner ~~or through lot~~, in a required yard which adjoins a public or private street provided such fences shall not exceed four (4) feet in height.

(2) Fences may be located in any required yard not adjoining a public or private street provided that they shall not exceed six (6) feet in height. In the case of a through lot, fences between four and six feet in height located in the secondary front yard shall maintain a ten (10) foot setback.

## Article 15 – Signs

### Section 1509.6.A.2.b. – Permitted Signs in Form-based Districts.

The area of wall signs permitted for a multi-tenant building in the form-based district is indicated as *per lot* but that would mean individual tenants would be left without any wall signs. Staff suggests that the language be amended to read as follows:

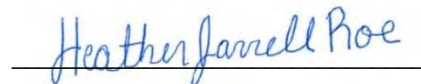
- (b) Area. The area of wall signs permitted for each lot unit shall be determined as one (1) square foot of sign area for each one (1) linear foot of building frontage occupied by a business to a maximum area of one hundred (100) square feet. All businesses without ground floor frontage, in a given building, shall be permitted one (1) combined exterior wall sign not more than twenty-four (24) square feet in area.

**Section 1509.10. – Prohibited Signs**

The zoning ordinance does not address signs painted directly onto a building façade as a wall sign. Staff suggests the following language:

H. No sign shall be painted directly onto the façade of the building wall or related architectural feature.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2023-505 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 15, 2023. The second reading is scheduled to be heard on September 19, 2023.

A handwritten signature in blue ink that reads "Heather Jarrell Roe". The signature is written in a cursive style and is positioned above a horizontal line.

Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti



## Staff Report Zoning Ordinance Text Amendments

July 25, 2023

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### RE: Public Hearing: Zoning Ordinance Text Amendments

Since the Zoning Ordinance went into effect on **March 4, 2022**, staff has found errors, omissions, and corrections that need to be addressed with zoning text amendments. The proposed ordinance language changes are either indicated in red in the following report or, for the sake of clarity, the entire Article is attached. The following Sections of the Zoning Ordinance are under consideration for Zoning Text Amendments:

- Article 4, Section 407. – Residential multiple-family: low density.
- Article 4, Section 408. – Residential multiple-family: medium density.
- Article 4, Section 409. – Residential multiple-family: high density.
- Article 4, Section 420. – Residential use table.
- Article 5, Section 506. – Town Center
- Article 11, Section 1128. – Temporary sidewalk, outdoor and tent sales for principal use.
- Article 13, Section 1305. – Fences and walls.
- Article 15, Section 1509. – Signs.

### Article 4 – District Regulations Zoning Text Amendments

#### Sections 407, 408, and 409 – Residential Multiple-Family Districts

Single-family residential uses are permitted in the three residential multiple-family districts (RM-LD, RM-MD, and RM-HD) but the dimensional requirements do not contemplate setbacks for single-family residential uses, only multiple-family residential uses. Requiring a single-family residential dwelling to comply with the required 60-foot aggregate side yard setback, for example, of the RM-LD district makes most typical platted subdivision lots unbuildable except for variance approval. On October 5, 2022, staff brought before the Zoning Board of Appeals a request by Habitat for Humanity to seek a variance from Sec. 407 due to the inability for them to meet the aggregate 60-foot side yard setback requirement on a RM-LD lot located at 966 N. Prospect. The lot was only 51' wide rendering the construction of a single-family home unobtainable. If this Zoning Text Amendment was in effect at the time, Habitat for Humanity could simply use the dimensional standards of the most similar single-family lot, in this case, a R-5 One-Family Residential lot. **Staff recommends the following language be included in the supplemental district standards for all three multiple-family districts:**

The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.





Sec. 407. - Residential multiple-family: low density:

1. *Intent:* The intent is to provide sites for low-density multiple-family dwelling structures, and related uses.
2. *Use regulations:* Section 420 sets forth permitted, accessory and special land uses within the RM-LD residential district.
3. *Dimensional requirements:* The following dimensional requirements shall apply to the RM-LD residential district.

Min. Lot Size		Max. Lot Coverage (all buildings)	Max. Height		Min. Yards & Setbacks in feet			
in acres	Width in feet		Stories	Feet	Front	Side		Rear
						Least	Total	
1 or 3 <sup>1</sup>	80	25%	3	35	30	30	60	30

<sup>1</sup> Minimum total lot area of one (1) acre for residential use with a minimum lot area of seven thousand two hundred (7,200) square feet per dwelling unit, and minimum lot area of three (3) acres for non-residential uses

4. *Supplemental district standards:*
  - A. In addition to those bulk regulations listed in Section 407.3, all development shall conform to supplemental bulk regulations listed in Section 419.
  - B. The following minimum dwelling unit size requirements shall apply to the RM-MD residential districts

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
350 sq. ft.	500 sq. ft.	700 sq. ft.	900 sq. ft.	1,100 sq. ft.

C. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.



Sec. 408. - Residential multiple-family: medium density:

1. *Intent:* The intent is to provide sites for medium-density multiple-family dwelling structures, and related uses.
2. *Use regulations:* Section 420 sets forth permitted, accessory and special land uses within the RM-MD residential district.
3. *Dimensional requirements:* The following dimensional requirements shall apply to the RM-MD residential districts.

Min. Lot Size		Max. Lot Coverage (all buildings)	Max. Height		Min. Yards & Setbacks in feet			
			Stories	Feet	Front	Side		Rear
in acres	Width in feet					Least	Total	
1 or 3 <sup>1</sup>	100	15%	4	45	40	40	80	50

<sup>1</sup> Minimum total lot area of one (1) acre for residential use with a minimum lot area of seven thousand two hundred (7,200) square feet per dwelling unit, and minimum lot area of three (3) acres for non-residential uses.

4. *Supplemental district standards:*

- A. In addition to those bulk regulations listed in Section 408.3, all development shall conform to supplemental bulk regulations listed in Section 419.
- B. The following minimum dwelling unit size requirements shall apply to the RM-MD residential districts

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
350 sq. ft.	500 sq. ft.	700 sq. ft.	900 sq. ft.	1,100 sq. ft.

- C. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.



Sec. 409. - Residential multiple-family: high density:

1. *Intent:* The intent is to provide sites for high-density multiple-family dwelling structures, and related uses.
2. *Use regulations:* Section 420 sets forth permitted, accessory and special land uses within the RM-HD residential district.
3. *Dimensional requirements:* The following dimensional requirements shall apply to the RM-HD residential districts.

Min. Lot Size		Max. Lot Coverage (all buildings)	Max. Height		Min. Yards & Setbacks in feet			
in acres	Width in feet		Stories	Feet	Front	Side		Rear
						Least	Total	
1 or 3 <sup>1</sup>	150	15%	8	85	50	50	100	50

<sup>1</sup> Minimum total lot area of one (1) acre for residential use with a minimum lot area of seven thousand two hundred (7,200) square feet per dwelling unit, and minimum lot area of three (3) acres for non-residential uses

4. *Supplemental district standards:*

- A. In addition to those bulk regulations listed in Section 409.3, all development shall conform to supplemental bulk regulations listed in Section 419.
- B. The following minimum dwelling unit size requirements shall apply to the RM-H residential districts:

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
350 sq. ft.	500 sq. ft.	700 sq. ft.	900 sq. ft.	1,100 sq. ft.

C. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.



**Article 4, Section 420 – Residential Use Table**

Staff suggests amending the industrial schedule of uses to provide for uses more in line with the Master Plan, industrial users that are currently operating in the township, and uses more aligned with today’s economic trends. Please find below the proposed changes:

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
P = Permitted Use SL-PC = Special Use Planning Commission Approval SL-TB = Special Use Township Board Approval A = Accessory Use — = Not permitted				
Blast furnace, steel furnace, blooming or rolling mill		P		Located not less than eight hundred (800) feet distance from any residential district and not less than three hundred (300) feet distant from any other district
Central dry-cleaning plant, service to more than one facility	P	P		
Crematorium		<del>SL-PG</del>	<del>SL-PC</del>	Subject to conditions in Section 1115
Garbage, refuse and rubbish transfer stations		P		Subject to conditions in Section 1152.
Heating and electric power generating plants, and all necessary uses		<del>SL-PG</del>	<del>SL-PC</del>	
<del>Incineration of garbage or refuse when conducted within an approved and enclosed incinerator plant</del>		<del>P</del>		<del>Located not less than eight hundred (800) feet distance from any residential district and not less than three hundred (300) feet distant from any other district</del>
Junkyards and places for dismantling, wrecking, and disposing or salvaging of the junk and or refuse material of agricultural and automotive vehicles, paper, glass, and other materials of a similar nature, including processing of materials for recycling		<del>P</del>	<del>SL-PC</del>	Subject to conditions in Section 1137 and Article V, Junkyards, and automobile dismantling, of Chapter 22 of the Charter Township of Ypsilanti Code of Ordinances i
<del>Lumber and planing mills</del>	<del>SL-PG</del>	<del>SL-PC</del>		<del>Must be in enclosed building and located in the interior of the district so that no property line shall form the exterior boundary of the zoning district</del>
<del>Product Assembly</del>				
<u>Manufacturing and Production</u>	<u>SL-PC</u>	<u>SL-PC</u>	<u>SL-PC</u>	



Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<p>P = Permitted Use    SL-PC = Special Use Planning Commission Approval            SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</p>				
<del>Manufacture of corrosive acid or alkali, cement, lime, gypsum, or plaster of Paris.</del>		P	P	<del>Located not less than eight hundred (800) feet distant from any residential district and not less than three hundred (300) feet distant from any other district</del>
<del>Manufacture of musical instruments, toys, novelties and metal or rubber stamps, or other small, molded rubber products</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Manufacture or assembly of electrical appliances, electronic instruments and devices, radios, and phonographs</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Manufacture, compounding, assembling or treatment of Articles or merchandise from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal (excluding large stamping such as: automobile fenders or bodies), shell, textiles, tobacco, wax, wire, wood (excluding saw and planing mills) and yarns.</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Manufacture, compounding, processing, packaging, or treatment of such products as: bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, hardware, and cutlery; tool, die, gauge and machine shops</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Metal plating, buffing, and polishing</del>	SL-PC	SL-PC		<del>Subject to appropriate measures to control the type of process to prevent noxious results and/or nuisances</del>



Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
P = Permitted Use    SL-PC = Special Use Planning Commission Approval SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted				
Self-Storage Facilities and storage buildings for lease to the public	<del>SL-PC</del>	SL-PC	<u>P</u>	Subject to conditions in Section 1134.
Petroleum or other inflammable liquids, production, refining or storage		<u>P</u>	<u>SL-PC</u>	Located not less than eight hundred (800) feet distant from any residential district and not less than three hundred (300) feet distant from any other district
<del>Sand and gravel extraction</del>		<u>P</u>		<del>Subject to conditions in Section 1148.</del>
<del>Smelting of copper, iron, or zinc ore</del>		<u>P</u>		<del>Located not less than eight hundred (800) feet distant from any residential district and not less than three hundred (300) feet distant from any other district</del>
Last mile logistics and distribution warehouses and uses.		<u>P</u>	P	
Large Scale Customer Fulfillment Centers		<u>P</u>	P	
Laboratories, experimental technology testing facilities.	<u>P</u>	<u>P</u>	P	
Avionic repair and manufacturing including airplanes, helicopters, and drones.		<u>P</u>	P	
<del>Green infrastructure and technology</del>			<u>P</u>	
Data centers for the storage and warehousing of computer servers.		<u>P</u>	P	
Outdoor Storage and Contractors/Landscapers Yard	<u>P</u>	<del>SL-PC</del> <u>PC</u>	<u>SL-PC</u>	Subject to conditions in Section 1157.
<del>Open Air Business</del>	<del>SL-PC</del>	<del>SL-PC</del>		<del>Subject to condition in Section 1119.</del>
Warehouses and <u>indoor</u> storage	<u>P</u>	P	<u>P</u>	



Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<p>P = Permitted Use    SL-PC = Special Use Planning Commission Approval            SL-TB = Special Use Township Board Approval    A = Accessory Use    -- = Not permitted</p>				
<del>Uses which have an industrial character in terms of either their outdoor storage requirements or activities such as, but not limited to: lumberyard, building materials outlet, upholsterer, cabinetmaker, outdoor boat, house trailer, automobile garage or agricultural implement sales</del>	<del>SL-PC</del>	<del>SL-PC</del>		
<del>Laboratories, experimental, film or testing</del>	<del>SL-PC</del>	<del>P</del>		<del>In I-T, must be in enclosed building</del>
Medical laboratories	P	P		
<del>Research and development, including laboratories, prototype development and testing facilities, design and pilot or experimental product development</del>	<del>P</del>	<del>P</del>		<del>In I-T, must be in enclosed building</del>
<b><u>Green Industry and Energy</u></b>				
<u>Green technology research and manufacturing</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Solar Farms</u>		<u>SL-PC</u>	<u>SL-PC</u>	
<u>Green Battery Manufacturing</u>		<u>P</u>	<u>P</u>	
<u>Hydrogen Technology and alternative green fuels</u>		<u>SL-PC</u>	<u>P</u>	
<u>Research and development, including laboratories, prototype development and testing facilities, design and pilot or experimental product development</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<b><u>Agricultural</u></b>				
<del>Farm operation</del>	<del>P</del>	<del>P</del>		
Greenhouse and plant material nursery (materials grown and sold on-site)	P	P	P	
<del>Community Supported Agriculture</del>	<del>SL-PC</del>			



Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
<b>Office and Financial</b>				
Office buildings	P	<del>P</del>	<del>P</del>	
Data processing and computer centers, including service and maintenance of electronic data processing equipment	P	<del>P</del>	<del>P</del>	
<b>Retail and Services</b>				
Sexually Oriented Businesses			SL-PC	Subject to conditions in Section 1139.
<del>Adult/child day care center + preschools</del>	<del>SL-PC</del>			
Commercial kennels/ pet day care	SL-PC	P	<del>P</del>	Subject to conditions in Section 1161
<del>Massage therapy</del>			SL-PC	<del>Subject to conditions in Section 1140.</del>
<del>Pawnbroker, secondhand dealer, and junk dealer facilities</del>			SL-PC	<del>Subject to conditions in Section 1141.</del>
Incidental Sales and Services	A	A	A	Subject to conditions in Section 1132
Tattoo parlor			SL-PC	
<b>Medical Marihuana</b>				
Class A Grower (may grow up to five hundred (500) marijuana plants), Class B Grower (may grow up to one thousand (1,000) marijuana plants), and Class C			P	





Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    -- = Not permitted</b>				
Grower (may grow up to one thousand-five hundred (1,500) marijuana plants)				
Processor			P	
Safety Compliance Facility			P	
Dispensary			P	
Secure Transporter			P	
Provisioning Center			P	
Microbusiness			P	
<b>Recreational Marihuana</b>				
Class A Marijuana Grower (may grow up to one hundred (100) plants), Class B Marijuana Grower (may grow up to five hundred (500) plants), and Class C Marijuana Grower (may grow up to two thousand (2,000) plants)			P	
Processor			P	
Safety Compliance Facility			P	
Provisioning Center			P	
Secure Transporter			P	
Retailer			P	
Microbusiness			P	
<b>Lodging and Restaurants</b>				
Hotels	P			Subject to condition in Section 1123.
Motels	P			Subject to conditions in Section 1122.



Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
Restaurants	P			
<b>Civic/Institutional</b>				
Hospitals	P			
Trade or industrial schools	P	P	<u>P</u>	No outdoor storage
Parole or probation offices			SL-PC	Subject to conditions in Section 1143.
Public/government buildings	P	<u>P</u>	<u>P</u>	
Public utility buildings, excluding wastewater treatment plants	P	P	<u>P</u>	
Transfer and electricity and gas service buildings and yards	P	P	<u>SL-PC</u>	
Wastewater treatment plants			P	Subject to conditions in Section 1154.
<b>Recreation</b>				
Assembly halls, display halls, convention center, theater, or similar places of assembly	<u>SL-PC</u>			Conducted in completely enclosed building
Health clubs, fitness centers, gyms and aerobic clubs, health, and fitness center	SL-PC	SL-PC		Permitted as accessory use only in I-T
Indoor recreational facility, including bowling alley, archery range, tennis/racquet ball court, skating rink, athletic field, swimming pool, and other similar uses	SL-PC	SL-PC		Permitted as accessory use only in I-T. Must be located at least one hundred (100) feet from any front, rear, or side yard of any residential lot in an adjacent residential district. Subject to conditions in Section 1135.
Lighted outdoor commercial sports centers, including baseball and other intense activities		P		Subject to conditions in Section 1153.



Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
P = Permitted Use    SL-PC = Special Use Planning Commission Approval SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted				
<del>Outdoor spat ball, simulated war games and similar activities</del>		<del>P</del>		<del>Subject to conditions in Section 1151.</del>
Outdoor theaters		SL-PC	<u>SL-PC</u>	Subject to conditions in Section 1138.
Racetracks (including midget auto and karting tracks) and dirt tracks		<del>P</del>	<u>SL-PC</u>	Subject to conditions in Section 1150.
<b>Automotive/Transportation</b>				
Airports	<u>SL-PC</u>	SL-PC	<u>SL-PC</u>	Subject to conditions in Section 1133.
Auto engine and body repair, and undercoating shops	<u>SL-PC</u>		<u>SL-PC</u>	When conducted in enclosed building
Automobile mechanical component dismantling and recycling			SL-PC	Subject to conditions in Section 1142.
Freight terminals	<del>P</del>	P	<del>P</del>	
Railroad transfer and storage tracks, railroad rights-of-way	P	P	<del>P</del>	
Railroad lines, rail spurs and similar rail transport access facilities	P	P	P	Subject to conditions in Section 1145.
<b>Accessory Uses</b>				
Accessory buildings and uses customarily incident to any permitted use in this table	A	A	A	
<b>Other</b>				
Wireless communication towers and antennas	See Section 1144.			

(Ord. No. 2018-476 , § 2, 2-20-18)



**Article 5 – Sec. 506. – Town Center:**

**Use groups by category in Town Center**

Use Group 2 for the Town center corridors indicates in Use Group 2 *mixed uses: any combination of uses located in group 1, 2, or 3 that is mixed vertically in a building or horizontal on one parcel* is permitted but Use Group 4 (retail, entertainment, and service uses) have been excluded from the mixed-use groups even though Use Group 4 is permitted across all site types. Staff recommends that Use Group 2 for all corridors be corrected to include Use Group 4 in the mixed-uses permitted. **This Zoning Ordinance Text Amendment will be brought to the Planning Commission for the Neighborhood and Regional Corridor in the coming months.** See next page.



**Current Zoning Ordinance Language:**

*2. Use Groups by Category-Town Center:*

<b>Town Center Corridors</b>
<b>Use Group 1</b>
<b>Residential Uses:</b>
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.
<b>Use Group 2</b>
<b>Misc. Residential/Related Uses:</b>
Mixed-use. Any combination of uses located in group 1, 2 or 3, that is mixed vertically in a building or horizontal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Child care centers, subject to regulations in Section 1155.
Bed and Breakfast operations, subject to regulations in Section 1107.
<b>Use Group 3</b>
<b>Office/Institutional:</b>
Civic Buildings.
Professional and medical office.
Primary/secondary schools (private).
Publicly owned/operated office and service facilities.
Place of worship.
Veterinary clinics or hospitals, subject to regulations in Section 1116 or Section 1117, as applicable.
<b>Use Group 4</b>
<b>Retail, Entertainment, and Service Uses:</b>
Financial institutions without a drive-through.
General retail.
Food use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.



**Proposed Text Amendment:**

*2. Use Groups by Category-Town Center:*

<b>Town Center Corridors</b>
<b>Use Group 1</b>
<b>Residential Uses:</b>
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.
<b>Use Group 2</b>
<b>Misc. Residential/Related Uses:</b>
Mixed-use. Any combination of uses located in group 1, 2, 3, or 4 that is mixed vertically in a building or horizontal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Child care centers, subject to regulations in Section 1155.
Bed and Breakfast operations, subject to regulations in Section 1107.
<b>Use Group 3</b>
<b>Office/Institutional:</b>
Civic Buildings.
Professional and medical office.
Primary/secondary schools (private).
Publicly owned/operated office and service facilities.
Place of worship.
Veterinary clinics or hospitals, subject to regulations in Section 1116 or Section 1117, as applicable.
<b>Use Group 4</b>
<b>Retail, Entertainment, and Service Uses:</b>
Financial institutions without a drive-through.
General retail.
Food use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.



## Article 11—Specific Use Provisions Zoning Text Amendments

### Section 1128 - Sec. 1128. - Temporary sidewalk, outdoor and tent sales for principal use:

Section 1128 provides for temporary sidewalk, outdoor and tent sales for principal uses, with conditions for all uses specified in paragraph 1. The conditions include following the sign provisions, maneuverability, or safety of the site, and following all other township requirements. However, there is no provision for parking requirements that apply to all uses; parking requirements are addressed only under paragraph 2, Seasonal sales of produce from tents, stands or display racks. Parking should be a consideration for all temporary sales uses.

Staff recommends that the parking requirements under paragraph 2 be moved to paragraph 1, thereby applying to all uses under Section 1128.

### Sec. 1128. - Temporary sidewalk, outdoor and tent sales for principal use:

Temporary sidewalk, outdoor and tent sales may be permitted subject to the issuance of a revocable Zoning Compliance permit to operate a sidewalk, outdoor or tent sales as an extension of or compatible with, the existing business on a portion of the public sidewalk or other public area adjacent to the business. The Zoning Compliance permit may be issued by the Zoning Administrator under the following terms and conditions:

1. For all uses, the following conditions must be met:
  - A. Signs shall be limited to sizes and locations in keeping with Article 15.
  - B. All temporary buildings, tents and structures shall be constructed, used, occupied, and maintained in compliance with the provisions of the state construction code and all Ordinances of the Township.
  - C. Building and Fire Code requirements shall be complied with.
  - D. The sale shall not interfere with the use of the sidewalk or street for pedestrian or vehicular travel. Sidewalk width must remain at least six (6) feet wide.
  - E. The sale shall not unreasonably interfere with the view of, access to or use of property adjacent to the street or neighboring businesses or properties.
  - F. The sale shall not interfere with street clearing or snow removal activities.
  - G. The sale shall not cause damage to the street or to sidewalks, trees, benches, landscaping, or other objects lawfully located on the property.
  - H. Sales areas shall be located so as to provide adequate access for fire and safety vehicles.
  - I. A permit shall be required. The proprietor of the property shall provide a sketch plan drawn to scale showing the location of the sale, existing and proposed temporary and permanent structures on the entire parcel, parking areas, and parking calculations.



- J. Copies of permits required by any other agencies for the use must be included with the permit application.
- ~~K. Off-street parking shall be provided in keeping with standards of Section 1205, Parking requirements. In those instances where usable floor area cannot be effectively measured, the sales space utilized shall be measured as usable floor area.~~
2. Seasonal sale of produce from tents, stands or display racks subject to the following conditions:
  - A. Permits may be issued for up to six (6) month periods.
  - ~~B. Off-street parking shall be provided in keeping with standards of Section 1205, Parking requirements. In those instances where usable floor area cannot be effectively measured, the sales space utilized shall be measured as usable floor area.~~
3. Sidewalk sales areas may be permitted subject to the following:
  - A. The sidewalk sales area shall abut the building and shall not be placed abutting a parking area or vehicle travel lane.
  - B. Sidewalk sales areas shall not be fenced or enclosed in any manner.
  - C. Sidewalk sales shall be conducted for no more than fourteen (14) consecutive days and permits shall not be issued for consecutive tent sales beyond a fourteen (14) day period.
4. Tent sales may be permitted subject to the following:
  - A. No more than three (3) tent sales shall be permitted for a business location within a single calendar year.
  - B. A tent sale shall be conducted for no more than fourteen (14) consecutive days and permits shall not be issued for consecutive tent sales beyond a fourteen (14) day period.
  - C. Tent sales when proposed to be conducted on parking areas shall not reduce required parking spaces by more than fifteen percent (15%).
  - D. All tents shall be removed within forty-eight (48) hours of expiration of the period for which the permit is issued.
  - E. Equipment and products used in the event do not pose a fire or other hazard.

### Article 13 Zoning Text Amendments

#### A. Section 1305 – Fences and Walls

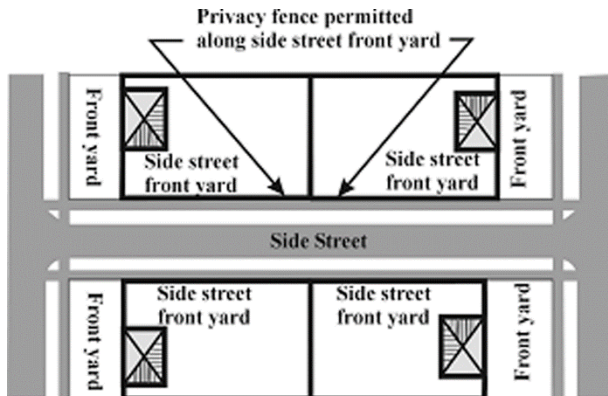
Section 1305.2.A.(1) specifies that *“Only ornamental type fences shall be located in a required front yard or, in the case of a corner or through lot, in a required yard which adjoins a public or private street provided such fences shall not exceed four (4) feet in height.”*

However, the illustration included in this section reflects the previous zoning ordinance provisions allowing a six-foot privacy fence in the required yard adjoining a public or private street in certain





situations. The illustration should be corrected to show that a privacy fence must meet the required front yard setback along both street frontages.



#### B. Section 1305 – Fences and Walls

A through lot is defined by the Ordinance as “*Lot, Through: Any interior lot having frontage on two (2) more or less parallel streets as distinguished from a corner lot. In the case of a row of double frontage lots, all yards of said lots adjacent to streets shall be considered frontage, and front yard setbacks shall be provided as required.*”

Section 1305.2.A.(1) specifies that “*Only ornamental type fences shall be located in a required front yard or, in the case of a corner or through lot, in a required yard which adjoins a public or private street provided such fences shall not exceed four (4) feet in height.*” A six-foot tall fence must meet the rear yard setback of 35 feet on a through lot, which could substantially decrease the usable rear yard of a through lot.

Staff recommends that the ordinance be changed to read as follows:

2. Height and location requirements:

A. Residential District.

(1) Only ornamental type fences shall be located in a required front yard or, in the case of a corner **or through lot**, in a required yard which adjoins a public or private street provided such fences shall not exceed four (4) feet in height.

(2) Fences may be located in any required yard not adjoining a public or private street provided that they shall not exceed six (6) feet in height. **In the case of a through lot, fences between four and six feet in height located in the secondary front yard shall maintain a ten (10) foot setback.**



## Article 15 – Signs

### Section 1509.6.A.2.b. – Permitted Signs in Form-based Districts.

The area of wall signs permitted for a multi-tenant building in the form-based district is indicated as *per lot* but that would mean individual tenants would be left without any wall signs. Staff suggests that the language be amended to read as follows:

- (b) Area. The area of wall signs permitted for each lot unit shall be determined as one (1) square foot of sign area for each one (1) linear foot of building frontage occupied by a business to a maximum area of one hundred (100) square feet. All businesses without ground floor frontage, in a given building, shall be permitted one (1) combined exterior wall sign not more than twenty-four (24) square feet in area.

### Section 1509.10. – Prohibited Signs

The zoning ordinance does not address signs painted directly onto a building façade as a wall sign. Staff suggests the following language:

H. No sign shall be painted directly onto the façade of the building wall or related architectural feature.



## Memorandum

**To:** Board of Trustees

**From:** Fletcher Reyher, Planning and Development Coordinator

**Date:** August 9, 2023

**Re:** First Reading: Ordinance 2023-XXX to amend Article 4, Section 407. – Residential Multiple-Family: Low Density.

---

On July 25, 2023, the Charter Township of Ypsilanti Planning Commission held a public hearing to consider a Zoning ordinance text amendment to Article 4, Section 407. – Residential Multiple-Family: Low Density.

During the public hearing, there were no public comments received by the Planning Commission in response to the proposed zoning ordinance amendment. The Planning Commission field the following motion recommending approval of the proposed amendment to the Township Board of Trustees:

*A motion was made by Commissioner Tawakkul, supported by Commissioner Doe to approve the zoning ordinance text amendment, amending Article 4, Section 407. – Residential Multiple-Family: Low Density and forward the recommendation to the Charter Township of Ypsilanti Board of Trustees for consideration.*

*The motion carried unanimously.*

A copy of the staff report to the Planning Commission summarizing the proposed zoning text changes is enclosed for reference.

Staff respectfully requests the Board approve the first reading of Ordinance 2023-XXX amending Zoning Ordinance Article 4, Section 407 – Residential Multiple-Family: Low Density.

If any questions, concerns, or comments arise relating to the proposed amendment, please do not hesitate to contact me.



**Article 4 – District Regulations Zoning Text Amendments**

**Sections 407, 408, and 409 – Residential Multiple-Family Districts**

Single-family residential uses are permitted in the three residential multiple-family districts (RM-LD, RM-MD, and RM-HD) but the dimensional requirements do not contemplate setbacks for single-family residential uses, only multiple-family residential uses. Requiring a single-family residential dwelling to comply with the required 60-foot aggregate side yard setback, for example, of the RM-LD district makes most typical platted subdivision lots unbuildable except for variance approval. On October 5, 2022, staff brought before the Zoning Board of Appeals a request by Habitat for Humanity to seek a variance from Sec. 407 due to the inability for them to meet the aggregate 60-foot side yard setback requirement on a RM-LD lot located at 966 N. Prospect. The lot was only 51’ wide rendering the construction of a single-family home impossible with the current standards. If this Zoning Text Amendment was in effect at the time, Habitat for Humanity could simply use the dimensional standards of the most similar single-family lot, in this case, a R-5 One-Family Residential lot. **Staff recommends the following language be included in the supplemental district standards for all three multiple-family districts:**

**The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.**

Sec. 407. - Residential multiple-family: low density:

1. *Intent:* The intent is to provide sites for low-density multiple-family dwelling structures, and related uses.
2. *Use regulations:* Section 420 sets forth permitted, accessory and special land uses within the RM-LD residential district.
3. *Dimensional requirements:* The following dimensional requirements shall apply to the RM-LD residential district.

Min. Lot Size		Max. Lot Coverage (all buildings)	Max. Height		Min. Yards & Setbacks in feet			
in acres	Width in feet		Stories	Feet	Front	Side		Rear
						Least	Total	
1 or 3 <sup>1</sup>	80	25%	3	35	30	30	60	30

<sup>1</sup> Minimum total lot area of one (1) acre for residential use with a minimum lot area of seven thousand two hundred (7,200) square feet per dwelling unit, and minimum lot area of three (3) acres for non-residential uses

4. *Supplemental district standards:*
  - A. In addition to those bulk regulations listed in Section 407.3, all development shall conform to supplemental bulk regulations listed in Section 419.
  - B. The following minimum dwelling unit size requirements shall apply to the RM-MD residential districts

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
350 sq. ft.	500 sq. ft.	700 sq. ft.	900 sq. ft.	1,100 sq. ft.

**C. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.**



## Memorandum

**To:** Board of Trustees

**From:** Fletcher Reyher, Planning and Development Coordinator

**Date:** August 9, 2023

**Re:** First Reading: Ordinance 2023-XXX to amend Article 4, Section 408. – Residential Multiple-Family: Medium Density.

---

On July 25, 2023, the Charter Township of Ypsilanti Planning Commission held a public hearing to consider a Zoning ordinance text amendment to Article 4, Section 408. – Residential Multiple-Family: Medium Density.

During the public hearing, there were no public comments received by the Planning Commission in response to the proposed zoning ordinance amendment. The Planning Commission field the following motion recommending approval of the proposed amendment to the Township Board of Trustees:

*A motion was made by Commissioner Tawakkul, supported by Commissioner Doe to approve the zoning ordinance text amendment, amending Article 4, Section 408. – Residential Multiple-Family: Medium Density and forward the recommendation to the Charter Township of Ypsilanti Board of Trustees for consideration.*

*The motion carried unanimously.*

A copy of the staff report to the Planning Commission summarizing the proposed zoning text changes is enclosed for reference.

Staff respectfully requests the Board approve the first reading of Ordinance 2023-XXX amending Zoning Ordinance Article 4, Section 408 – Residential Multiple-Family: Medium Density.

If any questions, concerns, or comments arise relating to the proposed amendment, please do not hesitate to contact me.



## Article 4 – District Regulations Zoning Text Amendments

### Sections 407, 408, and 409 – Residential Multiple-Family Districts

Single-family residential uses are permitted in the three residential multiple-family districts (RM-LD, RM-MD, and RM-HD) but the dimensional requirements do not contemplate setbacks for single-family residential uses, only multiple-family residential uses. Requiring a single-family residential dwelling to comply with the required 60-foot aggregate side yard setback, for example, of the RM-LD district makes most typical platted subdivision lots unbuildable except for variance approval. On October 5, 2022, staff brought before the Zoning Board of Appeals a request by Habitat for Humanity to seek a variance from Sec. 407 due to the inability for them to meet the aggregate 60-foot side yard setback requirement on a RM-LD lot located at 966 N. Prospect. The lot was only 51' wide rendering the construction of a single-family home impossible with the current standards. If this Zoning Text Amendment was in effect at the time, Habitat for Humanity could simply use the dimensional standards of the most similar single-family lot, in this case, a R-5 One-Family Residential lot. **Staff recommends the following language be included in the supplemental district standards for all three multiple-family districts:**

**The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.**



Sec. 408. - Residential multiple-family: medium density:

1. *Intent:* The intent is to provide sites for medium-density multiple-family dwelling structures, and related uses.
2. *Use regulations:* Section 420 sets forth permitted, accessory and special land uses within the RM-MD residential district.
3. *Dimensional requirements:* The following dimensional requirements shall apply to the RM-MD residential districts.

Min. Lot Size		Max. Lot Coverage (all buildings)	Max. Height		Min. Yards & Setbacks in feet			
			Stories	Feet	Front	Side		Rear
in acres	Width in feet					Least	Total	
1 or 3 <sup>1</sup>	100	15%	4	45	40	40	80	50

<sup>1</sup> Minimum total lot area of one (1) acre for residential use with a minimum lot area of seven thousand two hundred (7,200) square feet per dwelling unit, and minimum lot area of three (3) acres for non-residential uses.

4. *Supplemental district standards:*

- A. In addition to those bulk regulations listed in Section 408.3, all development shall conform to supplemental bulk regulations listed in Section 419.
- B. The following minimum dwelling unit size requirements shall apply to the RM-MD residential districts

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
350 sq. ft.	500 sq. ft.	700 sq. ft.	900 sq. ft.	1,100 sq. ft.

- C. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.



## Memorandum

**To:** Board of Trustees

**From:** Fletcher Reyher, Planning and Development Coordinator

**Date:** August 9, 2023

**Re:** First Reading: Ordinance 2023-XXX to amend Article 4, Section 409. – Residential Multiple-Family: High Density.

---

On July 25, 2023, the Charter Township of Ypsilanti Planning Commission held a public hearing to consider a Zoning ordinance text amendment to Article 4, Section 409. – Residential Multiple-Family: High Density.

During the public hearing, there were no public comments received by the Planning Commission in response to the proposed zoning ordinance amendment. The Planning Commission field the following motion recommending approval of the proposed amendment to the Township Board of Trustees:

*A motion was made by Commissioner Tawakkul, supported by Commissioner Doe to approve the zoning ordinance text amendment, amending Article 4, Section 409. – Residential Multiple-Family: High Density and forward the recommendation to the Charter Township of Ypsilanti Board of Trustees for consideration.*

*The motion carried unanimously.*

A copy of the staff report to the Planning Commission summarizing the proposed zoning text changes is enclosed for reference.

Staff respectfully requests the Board approve the first reading of Ordinance 2023-XXX amending Zoning Ordinance Article 4, Section 409 – Residential Multiple-Family: High Density.

If any questions, concerns, or comments arise relating to the proposed amendment, please do not hesitate to contact me.





## Article 4 – District Regulations Zoning Text Amendments

### Sections 407, 408, and 409 – Residential Multiple-Family Districts

Single-family residential uses are permitted in the three residential multiple-family districts (RM-LD, RM-MD, and RM-HD) but the dimensional requirements do not contemplate setbacks for single-family residential uses, only multiple-family residential uses. Requiring a single-family residential dwelling to comply with the required 60-foot aggregate side yard setback, for example, of the RM-LD district makes most typical platted subdivision lots unbuildable except for variance approval. On October 5, 2022, staff brought before the Zoning Board of Appeals a request by Habitat for Humanity to seek a variance from Sec. 407 due to the inability for them to meet the aggregate 60-foot side yard setback requirement on a RM-LD lot located at 966 N. Prospect. The lot was only 51' wide rendering the construction of a single-family home impossible with the current standards. If this Zoning Text Amendment was in effect at the time, Habitat for Humanity could simply use the dimensional standards of the most similar single-family lot, in this case, a R-5 One-Family Residential lot. **Staff recommends the following language be included in the supplemental district standards for all three multiple-family districts:**

**The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.**



Sec. 409. - Residential multiple-family: high density:

1. *Intent:* The intent is to provide sites for high-density multiple-family dwelling structures, and related uses.
2. *Use regulations:* Section 420 sets forth permitted, accessory and special land uses within the RM-HD residential district.
3. *Dimensional requirements:* The following dimensional requirements shall apply to the RM-HD residential districts.

Min. Lot Size		Max. Lot Coverage (all buildings)	Max. Height		Min. Yards & Setbacks in feet			
in acres	Width in feet		Stories	Feet	Front	Side		Rear
						Least	Total	
1 or 3 <sup>1</sup>	150	15%	8	85	50	50	100	50

<sup>1</sup> Minimum total lot area of one (1) acre for residential use with a minimum lot area of seven thousand two hundred (7,200) square feet per dwelling unit, and minimum lot area of three (3) acres for non-residential uses

4. *Supplemental district standards:*

- A. In addition to those bulk regulations listed in Section 409.3, all development shall conform to supplemental bulk regulations listed in Section 419.
- B. The following minimum dwelling unit size requirements shall apply to the RM-H residential districts:

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4+ Bedroom
350 sq. ft.	500 sq. ft.	700 sq. ft.	900 sq. ft.	1,100 sq. ft.

C. The expansion or construction of a single-family dwelling or accessory structure shall conform with the applicable minimum yard and setback requirements of the most comparable single-family zoning district.



## Memorandum

**To:** Board of Trustees

**From:** Fletcher Reyher, Planning and Development Coordinator

**Date:** August 9, 2023

**Re:** First Reading: Ordinance 2023-XXX to amend Article 4, Section 420. – Residential Use Table.

---

On July 25, 2023, the Charter Township of Ypsilanti Planning Commission held a public hearing to consider a Zoning ordinance text amendment to Article 4, Section 420. – Residential Use Table.

During the public hearing, there were no public comments received by the Planning Commission in response to the proposed zoning ordinance amendment. The Planning Commission field the following motion recommending approval of the proposed amendment to the Township Board of Trustees:

*A motion was made by Commissioner Tawakkul, supported by Commissioner Doe to approve the zoning ordinance text amendment, amending Article 4, Section 420. – Residential Use Table and forward the recommendation to the Charter Township of Ypsilanti Board of Trustees for consideration.*

*The motion carried unanimously.*

A copy of the staff report to the Planning Commission summarizing the proposed zoning text changes is enclosed for reference.

Staff respectfully requests the Board approve the first reading of Ordinance 2023-XXX amending Zoning Ordinance Article 4, Section 420 – Residential Use Table.

If any questions, concerns, or comments arise relating to the proposed amendment, please do not hesitate to contact me.



**Article 4, Section 420 – Residential Use Table**

Staff suggests amending the industrial schedule of uses to provide for uses more in line with the Master Plan, industrial users that are currently operating in the township, and uses more aligned with today’s economic trends. Please find below the proposed changes:

Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
Blast furnace, steel furnace, blooming or rolling mill		P		Located not less than eight hundred (800) feet distance from any residential district and not less than three hundred (300) feet distant from any other district
Central dry-cleaning plant, service to more than one facility	P	P		
Crematorium		<del>SL-PG</del>	<u>SL-PC</u>	Subject to conditions in Section 1115
Garbage, refuse and rubbish transfer stations		P		Subject to conditions in Section 1152.
Heating and electric power generating plants, and all necessary uses		<del>SL-PG</del>	<u>SL-PC</u>	
<del>Incineration of garbage or refuse when conducted within an approved and enclosed incinerator plant</del>		P		<del>Located not less than eight hundred (800) feet distance from any residential district and not less than three hundred (300) feet distant from any other district</del>
Junkyards and places for dismantling, wrecking, and disposing or salvaging of the junk and or refuse material of agricultural and automotive vehicles, paper, glass, and other materials of a similar nature, including processing of materials for recycling		<del>P</del>	<u>SL-PC</u>	Subject to conditions in Section 1137 and Article V, Junkyards, and automobile dismantling, of Chapter 22 of the Charter Township of Ypsilanti Code of Ordinances i
<del>Lumber and planing mills</del>	<del>SL-PG</del>	<del>SL-PC</del>		<del>Must be in enclosed building and located in the interior of the district so that no property line shall form the exterior boundary of the zoning district</del>
<u>Product Assembly</u>				
<u>Manufacturing and Production</u>	<u>SL-PC</u>	<u>SL-PC</u>	<u>SL-PC</u>	

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



# YPSILANTI TOWNSHIP

— PLANNING & ZONING DEPARTMENT —

Trustees  
 John Newman II  
 Gloria Peterson  
 Debbie Swanson  
 Ryan Hunter

## Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<p>P = Permitted Use    SL-PC = Special Use Planning Commission Approval            SL-TB = Special Use Township Board Approval    A = Accessory Use    -- = Not permitted</p>				
<del>Manufacture of corrosive acid or alkali, cement, lime, gypsum, or plaster of Paris.</del>		P	P	<del>Located not less than eight hundred (800) feet distant from any residential district and not less than three hundred (300) feet distant from any other district</del>
<del>Manufacture of musical instruments, toys, novelties and metal or rubber stamps, or other small, molded rubber products</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Manufacture or assembly of electrical appliances, electronic instruments and devices, radios, and phonographs</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Manufacture, compounding, assembling or treatment of Articles or merchandise from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal (excluding large stamping such as: automobile fenders or bodies), shell, textiles, tobacco, wax, wire, wood (excluding saw and planing mills) and yarns.</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Manufacture, compounding, processing, packaging, or treatment of such products as: bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, hardware, and cutlery; tool, die, gauge and machine shops</del>	SL-PC	P		<del>In I-T, must be in enclosed building</del>
<del>Metal plating, buffing, and polishing</del>	SL-PC	SL-PC		<del>Subject to appropriate measures to control the type of process to prevent noxious results and/or nuisances</del>

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# YPSILANTI TOWNSHIP

— PLANNING & ZONING DEPARTMENT —

Trustees  
 John Newman II  
 Gloria Peterson  
 Debbie Swanson  
 Ryan Hunter

## Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
P = Permitted Use    SL-PC = Special Use Planning Commission Approval SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted				
Self-Storage Facilities and storage buildings for lease to the public	<del>SL-PC</del>	SL-PC	<u>P</u>	Subject to conditions in Section 1134.
Petroleum or other inflammable liquids, production, refining or storage		<u>P</u>	<u>SL-PC</u>	Located not less than eight hundred (800) feet distant from any residential district and not less than three hundred (300) feet distant from any other district
<del>Sand and gravel extraction</del>		<u>P</u>		<del>Subject to conditions in Section 1148.</del>
<del>Smelting of copper, iron, or zinc ore</del>		<u>P</u>		<del>Located not less than eight hundred (800) feet distant from any residential district and not less than three hundred (300) feet distant from any other district</del>
Last mile logistics and distribution warehouses and uses.		<u>P</u>	P	
Large Scale Customer Fulfillment Centers		<u>P</u>	P	
Laboratories, experimental technology testing facilities.	<u>P</u>	<u>P</u>	P	
Avionic repair and manufacturing including airplanes, helicopters, and drones.		<u>P</u>	P	
<del>Green infrastructure and technology</del>			<u>P</u>	
Data centers for the storage and warehousing of computer servers.		<u>P</u>	P	
Outdoor Storage and Contractors/Landscapers Yard	<u>P</u>	<del>SL-PC</del>	<u>SL-PC</u>	Subject to conditions in Section 1157.
<del>Open Air Business</del>	<del>SL-PC</del>	<del>SL-PC</del>		<del>Subject to condition in Section 1119.</del>
Warehouses and <u>indoor</u> storage	<u>P</u>	P	<u>P</u>	

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## Article 4 – District Regulations

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P = Permitted Use    SL-PC = Special Use Planning Commission Approval SL-TB = Special Use Township Board Approval    A = Accessory Use    -- = Not permitted				
<del>Uses which have an industrial character in terms of either their outdoor storage requirements or activities such as, but not limited to: lumberyard, building materials outlet, upholsterer, cabinetmaker, outdoor boat, house trailer, automobile garage or agricultural implement sales</del>	<del>SL-PC</del>	<del>SL-PC</del>		
<del>Laboratories, experimental, film or testing</del>	<del>SL-PC</del>	<del>P</del>		<del>In I-T, must be in enclosed building</del>
Medical laboratories	P	P		
<del>Research and development, including laboratories, prototype development and testing facilities, design and pilot or experimental product development</del>	<del>P</del>	<del>P</del>		<del>In I-T, must be in enclosed building</del>
<b><u>Green Industry and Energy</u></b>				
<u>Green technology research and manufacturing</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<u>Solar Farms</u>		<u>SL-PC</u>	<u>SL-PC</u>	
<u>Green Battery Manufacturing</u>		<u>P</u>	<u>P</u>	
<u>Hydrogen Technology and alternative green fuels</u>		<u>SL-PC</u>	<u>P</u>	
<u>Research and development, including laboratories, prototype development and testing facilities, design and pilot or experimental product development</u>	<u>P</u>	<u>P</u>	<u>P</u>	
<b>Agricultural</b>				
<del>Farm operation</del>	<del>P</del>	<del>P</del>		
Greenhouse and plant material nursery (materials grown and sold on-site)	P	P	P	
<del>Community Supported Agriculture</del>	<del>SL-PC</del>			

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## Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
<b>Office and Financial</b>				
Office buildings	P	<del>P</del>	<del>P</del>	
Data processing and computer centers, including service and maintenance of electronic data processing equipment	P	<del>P</del>	<del>P</del>	
<b>Retail and Services</b>				
Sexually Oriented Businesses			SL-PC	Subject to conditions in Section 1139.
<del>Adult/child day care center + preschools</del>	<del>SL-PC</del>			
Commercial kennels/ pet day care	SL-PC	P	<del>P</del>	Subject to conditions in Section 1161
<del>Massage therapy</del>			SL-PC	<del>Subject to conditions in Section 1140.</del>
<del>Pawnbroker, secondhand dealer, and junk dealer facilities</del>			SL-PC	<del>Subject to conditions in Section 1141.</del>
Incidental Sales and Services	A	A	A	Subject to conditions in Section 1132
Tattoo parlor			SL-PC	
<b>Medical Marihuana</b>				
Class A Grower (may grow up to five hundred (500) marijuana plants), Class B Grower (may grow up to one thousand (1,000) marijuana plants), and Class C			P	



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## Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    -- = Not permitted</b>				
Grower (may grow up to one thousand-five hundred (1,500) marijuana plants)				
Processor			P	
Safety Compliance Facility			P	
Dispensary			P	
Secure Transporter			P	
Provisioning Center			P	
Microbusiness			P	
<b>Recreational Marihuana</b>				
Class A Marijuana Grower (may grow up to one hundred (100) plants), Class B Marijuana Grower (may grow up to five hundred (500) plants), and Class C Marijuana Grower (may grow up to two thousand (2,000) plants)			P	
Processor			P	
Safety Compliance Facility			P	
Provisioning Center			P	
Secure Transporter			P	
Retailer			P	
Microbusiness			P	
<b>Lodging and Restaurants</b>				
Hotels	P			Subject to condition in Section 1123.
Motels	P			Subject to conditions in Section 1122.

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## Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
<b>P = Permitted Use    SL-PC = Special Use Planning Commission Approval</b> <b>SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted</b>				
Restaurants	P			
<b>Civic/Institutional</b>				
Hospitals	P			
Trade or industrial schools	P	P	<u>P</u>	No outdoor storage
Parole or probation offices			SL-PC	Subject to conditions in Section 1143.
Public/government buildings	P	<u>P</u>	<u>P</u>	
Public utility buildings, excluding wastewater treatment plants	P	P	<u>P</u>	
Transfer and electricity and gas service buildings and yards	P	P	<u>SL-PC</u>	
Wastewater treatment plants			P	Subject to conditions in Section 1154.
<b>Recreation</b>				
Assembly halls, display halls, convention center, theater, or similar places of assembly	SL-PC			Conducted in completely enclosed building
Health clubs, fitness centers, gyms and aerobic clubs, health, and fitness center	SL-PC	SL-PC		Permitted as accessory use only in I-T
Indoor recreational facility, including bowling alley, archery range, tennis/racquet ball court, skating rink, athletic field, swimming pool, and other similar uses	SL-PC	SL-PC		Permitted as accessory use only in I-T. Must be located at least one hundred (100) feet from any front, rear, or side yard of any residential lot in an adjacent residential district. Subject to conditions in Section 1135.
Lighted outdoor commercial sports centers, including baseball and other intense activities		P		Subject to conditions in Section 1153.

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## Article 4 – District Regulations

Industrial Districts Use Table	I-T	L-M	ICR	Notes
P = Permitted Use    SL-PC = Special Use Planning Commission Approval SL-TB = Special Use Township Board Approval    A = Accessory Use    — = Not permitted				
<del>Outdoor spat ball, simulated war games and similar activities</del>		<del>P</del>		<del>Subject to conditions in Section 1151.</del>
Outdoor theaters		SL-PC	<u>SL-PC</u>	Subject to conditions in Section 1138.
Racetracks (including midget auto and karting tracks) and dirt tracks		<del>P</del>	<u>SL-PC</u>	Subject to conditions in Section 1150.
<b>Automotive/Transportation</b>				
Airports	<u>SL-PC</u>	SL-PC	<u>SL-PC</u>	Subject to conditions in Section 1133.
Auto engine and body repair, and undercoating shops	<u>SL-PC</u>		<u>SL-PC</u>	When conducted in enclosed building
Automobile mechanical component dismantling and recycling			SL-PC	Subject to conditions in Section 1142.
Freight terminals	<del>P</del>	P	<del>P</del>	
Railroad transfer and storage tracks, railroad rights-of-way	P	P	<del>P</del>	
Railroad lines, rail spurs and similar rail transport access facilities	P	P	P	Subject to conditions in Section 1145.
<b>Accessory Uses</b>				
Accessory buildings and uses customarily incident to any permitted use in this table	A	A	A	
<b>Other</b>				
Wireless communication towers and antennas	See Section 1144.			

(Ord. No. 2018-476 , § 2, 2-20-18)



## Memorandum

**To:** Board of Trustees

**From:** Fletcher Reyher, Planning and Development Coordinator

**Date:** August 9, 2023

**Re:** First Reading: Ordinance 2023-XXX to amend Article 5, Section 506. – Town Center

---

On July 25, 2023, the Charter Township of Ypsilanti Planning Commission held a public hearing to consider a Zoning ordinance text amendment to Article 5, Section 506. – Town Center.

During the public hearing, there were no public comments received by the Planning Commission in response to the proposed zoning ordinance amendment. The Planning Commission field the following motion recommending approval of the proposed amendment to the Township Board of Trustees:

*A motion was made by Commissioner Tawakkul, supported by Commissioner Doe to approve the zoning ordinance text amendment, amending Article 5, Section 506. – Town Center and forward the recommendation to the Charter Township of Ypsilanti Board of Trustees for consideration.*

*The motion carried unanimously.*

A copy of the staff report to the Planning Commission summarizing the proposed zoning text changes is enclosed for reference.

Staff respectfully requests the Board approve the first reading of Ordinance 2023-XXX amending Zoning Ordinance Article 5, Section 506. – Town Center.

If any questions, concerns, or comments arise relating to the proposed amendment, please do not hesitate to contact me.

---

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**Article 5 – Sec. 506. – Town Center:**

**Use groups by category in Town Center**

Use Group 2 for the Town center corridors indicates in Use Group 2 *mixed uses: any combination of uses located in group 1, 2, or 3 that is mixed vertically in a building or horizontal on one parcel* is permitted but Use Group 4 (retail, entertainment, and service uses) have been excluded from the mixed-use groups even though Use Group 4 is permitted across all site types. Staff recommends that Use Group 2 for all corridors be corrected to include Use Group 4 in the mixed-uses permitted. **This Zoning Ordinance Text Amendment will be brought to the Planning Commission for the Neighborhood and Regional Corridor in the coming months.** See next page.



**Current Zoning Ordinance Language:**

*2. Use Groups by Category-Town Center:*

<b>Town Center Corridors</b>
<b>Use Group 1</b>
<b>Residential Uses:</b>
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.
<b>Use Group 2</b>
<b>Misc. Residential/Related Uses:</b>
Mixed-use. Any combination of uses located in group 1, 2 or 3, that is mixed vertically in a building or horizontal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Child care centers, subject to regulations in Section 1155.
Bed and Breakfast operations, subject to regulations in Section 1107.
<b>Use Group 3</b>
<b>Office/Institutional:</b>
Civic Buildings.
Professional and medical office.
Primary/secondary schools (private).
Publicly owned/operated office and service facilities.
Place of worship.
Veterinary clinics or hospitals, subject to regulations in Section 1116 or Section 1117, as applicable.
<b>Use Group 4</b>
<b>Retail, Entertainment, and Service Uses:</b>
Financial institutions without a drive-through.
General retail.
Food use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.



**Proposed Text Amendment:**

*2. Use Groups by Category-Town Center:*

<b>Town Center Corridors</b>
<b>Use Group 1</b>
<b>Residential Uses:</b>
One-Family detached and attached dwellings, subject to regulations in Section 1101.
Two-Family dwellings.
<b>Use Group 2</b>
<b>Misc. Residential/Related Uses:</b>
Mixed-use. Any combination of uses located in group 1, 2, 3, or 4 that is mixed vertically in a building or horizontal on one (1) parcel.
Multiple-Family dwellings.
Live/Work units.
Child care centers, subject to regulations in Section 1155.
Bed and Breakfast operations, subject to regulations in Section 1107.
<b>Use Group 3</b>
<b>Office/Institutional:</b>
Civic Buildings.
Professional and medical office.
Primary/secondary schools (private).
Publicly owned/operated office and service facilities.
Place of worship.
Veterinary clinics or hospitals, subject to regulations in Section 1116 or Section 1117, as applicable.
<b>Use Group 4</b>
<b>Retail, Entertainment, and Service Uses:</b>
Financial institutions without a drive-through.
General retail.
Food use without a drive-through.
Personal services.
Business services.
Small group or one-on-one exercise or art studio.

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Ryan Hunter

## Memorandum

**To:** Board of Trustees

**From:** Fletcher Reyher, Planning and Development Coordinator

**Date:** August 9, 2023

**Re:** First Reading: Ordinance 2023-XXX to amend Article 11, Section 1128. –  
Temporary Sidewalk, Outdoor and Tent Sales for Principal Use.

---

On July 25, 2023, the Charter Township of Ypsilanti Planning Commission held a public hearing to consider a Zoning ordinance text amendment to Article 11, Section 1128. –  
Temporary Sidewalk, Outdoor and Tent Sales for Principal Use.

During the public hearing, there were no public comments received by the Planning Commission in response to the proposed zoning ordinance amendment. The Planning Commission field the following motion recommending approval of the proposed amendment to the Township Board of Trustees:

*A motion was made by Commissioner Tawakkul, supported by Commissioner Doe to approve the zoning ordinance text amendment, amending Article 11, Section 1128. –  
Temporary Sidewalk, Outdoor and Tent Sales for Principal Use and forward the recommendation to the Charter Township of Ypsilanti Board of Trustees for consideration.*

*The motion carried unanimously.*

A copy of the staff report to the Planning Commission summarizing the proposed zoning text changes is enclosed for reference.

Staff respectfully requests the Board approve the first reading of Ordinance 2023-XXX amending Zoning Ordinance Article 11, Section 1128. – Temporary Sidewalk, Outdoor and Tent Sales for Principal Use.

If any questions, concerns, or comments arise relating to the proposed amendment, please do not hesitate to contact me.





## Article 11—Specific Use Provisions Zoning Text Amendments

### Section 1128 - Sec. 1128. - Temporary sidewalk, outdoor and tent sales for principal use:

Section 1128 provides for temporary sidewalk, outdoor and tent sales for principal uses, with conditions for all uses specified in paragraph 1. The conditions include following the sign provisions, maneuverability, or safety of the site, and following all other township requirements. However, there is no provision for parking requirements that apply to all uses; parking requirements are addressed only under paragraph 2, Seasonal sales of produce from tents, stands or display racks. Parking should be a consideration for all temporary sales uses.

Staff recommends that the parking requirements under paragraph 2 be moved to paragraph 1, thereby applying to all uses under Section 1128.

### Sec. 1128. - Temporary sidewalk, outdoor and tent sales for principal use:

Temporary sidewalk, outdoor and tent sales may be permitted subject to the issuance of a revocable Zoning Compliance permit to operate a sidewalk, outdoor or tent sales as an extension of or compatible with, the existing business on a portion of the public sidewalk or other public area adjacent to the business. The Zoning Compliance permit may be issued by the Zoning Administrator under the following terms and conditions:

1. For all uses, the following conditions must be met:
  - A. Signs shall be limited to sizes and locations in keeping with Article 15.
  - B. All temporary buildings, tents and structures shall be constructed, used, occupied, and maintained in compliance with the provisions of the state construction code and all Ordinances of the Township.
  - C. Building and Fire Code requirements shall be complied with.
  - D. The sale shall not interfere with the use of the sidewalk or street for pedestrian or vehicular travel. Sidewalk width must remain at least six (6) feet wide.
  - E. The sale shall not unreasonably interfere with the view of, access to or use of property adjacent to the street or neighboring businesses or properties.
  - F. The sale shall not interfere with street clearing or snow removal activities.
  - G. The sale shall not cause damage to the street or to sidewalks, trees, benches, landscaping, or other objects lawfully located on the property.
  - H. Sales areas shall be located so as to provide adequate access for fire and safety vehicles.
  - I. A permit shall be required. The proprietor of the property shall provide a sketch plan drawn to scale showing the location of the sale, existing and proposed temporary and permanent structures on the entire parcel, parking areas, and parking calculations.



- J. Copies of permits required by any other agencies for the use must be included with the permit application.
- K. Off-street parking shall be provided in keeping with standards of Section 1205, Parking requirements. In those instances where usable floor area cannot be effectively measured, the sales space utilized shall be measured as usable floor area.
2. Seasonal sale of produce from tents, stands or display racks subject to the following conditions:
  - A. Permits may be issued for up to six (6) month periods.
  - ~~B. Off-street parking shall be provided in keeping with standards of Section 1205, Parking requirements. In those instances where usable floor area cannot be effectively measured, the sales space utilized shall be measured as usable floor area.~~
3. Sidewalk sales areas may be permitted subject to the following:
  - A. The sidewalk sales area shall abut the building and shall not be placed abutting a parking area or vehicle travel lane.
  - B. Sidewalk sales areas shall not be fenced or enclosed in any manner.
  - C. Sidewalk sales shall be conducted for no more than fourteen (14) consecutive days and permits shall not be issued for consecutive tent sales beyond a fourteen (14) day period.
4. Tent sales may be permitted subject to the following:
  - A. No more than three (3) tent sales shall be permitted for a business location within a single calendar year.
  - B. A tent sale shall be conducted for no more than fourteen (14) consecutive days and permits shall not be issued for consecutive tent sales beyond a fourteen (14) day period.
  - C. Tent sales when proposed to be conducted on parking areas shall not reduce required parking spaces by more than fifteen percent (15%).
  - D. All tents shall be removed within forty-eight (48) hours of expiration of the period for which the permit is issued.
  - E. Equipment and products used in the event do not pose a fire or other hazard.



## Memorandum

**To:** Board of Trustees

**From:** Fletcher Reyher, Planning and Development Coordinator

**Date:** August 9, 2023

**Re:** First Reading: Ordinance 2023-XXX to amend Article 13, Section 1305. – Fences and Walls.

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On July 25, 2023, the Charter Township of Ypsilanti Planning Commission held a public hearing to consider a Zoning ordinance text amendment to Article 13, Section 1305. – Fences and Walls.

During the public hearing, there were no public comments received by the Planning Commission in response to the proposed zoning ordinance amendment. The Planning Commission field the following motion recommending approval of the proposed amendment to the Township Board of Trustees:

*A motion was made by Commissioner Tawakkul, supported by Commissioner Doe to approve the zoning ordinance text amendment, amending Article 13, Section 1305. – Fences and Walls and forward the recommendation to the Charter Township of Ypsilanti Board of Trustees for consideration.*

*The motion carried unanimously.*

A copy of the staff report to the Planning Commission summarizing the proposed zoning text changes is enclosed for reference.

Staff respectfully requests the Board approve the first reading of Ordinance 2023-XXX amending Zoning Ordinance Article 13, Section 1305. – Fences and Walls.

If any questions, concerns, or comments arise relating to the proposed amendment, please do not hesitate to contact me.

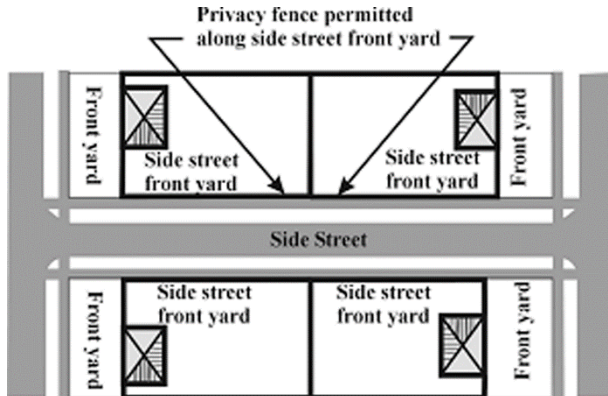


## Article 13 Zoning Text Amendments

### A. Section 1305 – Fences and Walls

Section 1305.2.A.(1) specifies that *“Only ornamental type fences shall be located in a required front yard or, in the case of a corner or through lot, in a required yard which adjoins a public or private street provided such fences shall not exceed four (4) feet in height.”*

However, the illustration included in this section reflects the previous zoning ordinance provisions allowing a six-foot privacy fence in the required yard adjoining a public or private street in certain situations. The illustration should be corrected to show that a privacy fence must meet the required front yard setback along both street frontages.



### B. Section 1305 – Fences and Walls

A through lot is defined by the Ordinance as *“Lot, Through: Any interior lot having frontage on two (2) more or less parallel streets as distinguished from a corner lot. In the case of a row of double frontage lots, all yards of said lots adjacent to streets shall be considered frontage, and front yard setbacks shall be provided as required.”*

Section 1305.2.A.(1) specifies that *“Only ornamental type fences shall be located in a required front yard or, in the case of a corner or through lot, in a required yard which adjoins a public or private street provided such fences shall not exceed four (4) feet in height.”* A six-foot tall fence must meet the rear yard setback of 35 feet on a through lot, which could substantially decrease the usable rear yard of a through lot.

Staff recommends that the ordinance be changed to read as follows:

2. Height and location requirements:
  - A. Residential District.

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- (1) Only ornamental type fences shall be located in a required front yard or, in the case of a corner ~~or through lot~~, in a required yard which adjoins a public or private street provided such fences shall not exceed four (4) feet in height.
- (2) Fences may be located in any required yard not adjoining a public or private street provided that they shall not exceed six (6) feet in height. In the case of a through lot, fences between four and six feet in height located in the secondary front yard shall maintain a ten (10) foot setback.



## Memorandum

**To:** Board of Trustees

**From:** Fletcher Reyher, Planning and Development Coordinator

**Date:** August 9, 2023

**Re:** First Reading: Ordinance 2023-XXX to amend Article 15, Section 1509. – Signs.

---

On July 25, 2023, the Charter Township of Ypsilanti Planning Commission held a public hearing to consider a Zoning ordinance text amendment to Article 15, Section 1509. – Signs.

During the public hearing, there were no public comments received by the Planning Commission in response to the proposed zoning ordinance amendment. The Planning Commission field the following motion recommending approval of the proposed amendment to the Township Board of Trustees:

*A motion was made by Commissioner Tawakkul, supported by Commissioner Doe to approve the zoning ordinance text amendment, amending Article 15, Section 1509. – Signs and forward the recommendation to the Charter Township of Ypsilanti Board of Trustees for consideration.*

*The motion carried unanimously.*

A copy of the staff report to the Planning Commission summarizing the proposed zoning text changes is enclosed for reference.

Staff respectfully requests the Board approve the first reading of Ordinance 2023-XXX amending Zoning Ordinance Article 15, Section 1509. – Signs.

If any questions, concerns, or comments arise relating to the proposed amendment, please do not hesitate to contact me.



## Article 15 – Signs

### Section 1509.6.A.2.b. – Permitted Signs in Form-based Districts.

The area of wall signs permitted for a multi-tenant building in the form-based district is indicated as *per lot* but that would mean individual tenants would be left without any wall signs. Staff suggests that the language be amended to read as follows:

- (b) Area. The area of wall signs permitted for each lot unit shall be determined as one (1) square foot of sign area for each one (1) linear foot of building frontage occupied by a business to a maximum area of one hundred (100) square feet. All businesses without ground floor frontage, in a given building, shall be permitted one (1) combined exterior wall sign not more than twenty-four (24) square feet in area.

### Section 1509.10. – Prohibited Signs

The zoning ordinance does not address signs painted directly onto a building façade as a wall sign. Staff suggests the following language:

H. No sign shall be painted directly onto the façade of the building wall or related architectural feature.

# **NEW BUSINESS**

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# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2023-13

### RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Rosewood St. between Davis St. and Ecorse Rd. for the Calvary Baptist Church Fall Festival from 11am to 6pm on October 14, 2023.

**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 Fred Crothers, Cavalry Baptist Church Facility Manager be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.



Ypsilanti Township  
Huron River Drive  
Ypsilanti, MI 48198

To: Heather Jarrell Roe, Clerk  
Amy Steffens, Permits

Ladies:

This is to inform you of our plan at Calvary Baptist Church, 1007 Ecorse Rd, Ypsilanti, MI 48198. We are planning to have a Fall Festival on October 14, 2023 which will take place in the church gym, the parking lot, and the field on the other side of Rosewood St. We would like to have Rosewood St blocked off between Davis and Ecorse Road from 11AM until 6PM to allow for foot traffic between our building, parking lot, and field.

We plan to have a 4ft x 12ft sign put up a week or two before this event.

Our plan is to have some games such as football toss, bounce houses, and small pop up type canopies over food prep and serving areas. One 10ft x 20ft simple pop up canopy for an entry way into the parking lot in front of the gym.

I have been in contact with the Washtenaw County Sheriff's department to have a show and tell vehicle on site, and they will be situated so that, if they get a call, they can exit quickly. The Ypsilanti Fire Department has also agreed to have a unit on hand for show and tell. They have also said that they cannot stay for the entire three hours, and we will make arrangements for them to leave as well. HVA has agreed to have a "non-emergency vehicle and person" available to allow people to peak into their vehicle and talk to the person coming. Should an emergency situation arise at our event, we would still need to call 911 or contact the fire personnel or sheriff on site.

There will also be a petting zoo run by one of the church members. The animals will be contained within a fenced area. Children will be allowed into the fenced area. An adult will be on site at all times.

If you have any question, contact Fred Crothers at 734-255-4082.

Sincerely,

Fred Crothers  
Facility Manager  
Calvary Baptist Church

You are currently running an experimental version of Earth.

[Learn more](#)

[Send feedback](#)



1007 Ecorse Rd  
1007 Ecorse Rd, Ypsila...  
42.24°N, 83.59°W



1007 Ecorse Rd

TEMP SNOW FENCE

GAMES IN GYM

Calvary Baptist Church

FOOD TRUCKS

ENTRANCE WAY

ACTIVATION

HORSE RIDES

BOUNCE HOUSE  
FOOTBALL TOSS  
ETC

TEMP SNOW FENCE

TEMP ORANGE SNOW FENCE

ACTIVATION



Google Earth

40 m

Camera: 377 m 42°14'06"N 83°35'23"W 226 m

*BLOCK OFF ROSEWOOD AT ECORSE & DAVIS  
WITH INDOT APPROVED BARRICADES*



## MEMORANDUM

**To:** Charter Township of Ypsilanti Board of Trustees

**From:** Karen Wallin  
Human Resource Manager

**Date:** September 12, 2023

**Subject:** Request to officially approve the Compensation/Benefit Package for the new Fire Chief, Steve Densmore.

In May 2023, the Township announced that we would be looking to fill the Fire Chief position after receiving notification from Fire Chief Eric Copeland that he would be retiring in July 2023. The position was official posted on Monday, May 8, 2023, with a closing date of Wednesday, June 7, 2023.

Following the closing, in which the Human Resource Department received a total of 11 application/resume packets, a review of each candidate's credentials was performed in accordance with the job description requirements. A total of 5 candidates were contacted to participate in the testing process. Three of the five candidates withdrew from the process (one accepted another job; one due to personal reasons, and the other was due to the retirement plans). Testing for the remaining candidates took place on Thursday, July 13, 2023, conducted by EMPCO out of Troy Michigan.

Following the testing, it is recommended that candidate, Steve Densmore, be approved as the new Fire Chief as outlined in the attached Compensation/Benefit Package, with an official start date of Monday, September 25, 2023.

Your consideration in the matter is appreciated. Should you have any additional questions, please contact me at 734-544-3741 or [kwallin@ypsitownship.org](mailto:kwallin@ypsitownship.org).

## **FIRE CHIEF**

### **(COMPENSATION/BENEFIT PACKAGE)**

**Salary:** \$98,000/annually paid in bi-weekly installments. Future increases in salary will be at the discretion of the Township Board as part of the yearly budget process. The Fire Chief position includes a one-year probationary period. Upon successful completion of the probationary period, continued employment will fall into the category of "just cause" employment.

The Township will provide for registration fees and travel expenses, within the guidelines of the Township's education and travel policies, for you to attend annual conference or professional development programs deemed beneficial to your position.

Membership and subscription to professional and trade associations will be provided through the departmental budget.

**PTO/Sick:** 18 days (144 hours) of PTO per year. PTO hours accrued in the first and final years of employment will be pro-rated based on time worked that year. PTO is encouraged to be used within the year it is accrued. Employees will be allowed to carry over a yearly maximum of 80 hours. Unused PTO time earned at termination will be paid at 100%.

**Holiday:** The Township observes fourteen holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, 4<sup>th</sup> of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

If a holiday falls on a Saturday, it is observed on the prior Friday. Should a holiday fall on a Sunday, it is observed on the following Monday.

**Retirement:** Participation is required in the Ypsilanti Township Police & Firefighters' Retirement System effective date of hire. Current employee contribution is 6% of gross wage, post-tax (**contribution rate is subject to change pending Actuarial Report and Bargaining Contract Language**). The retirement benefit offered is a defined benefit program with vesting at 10 years of service. The benefit formula is: FAC (average of the high three consecutive years of the last ten years of employment) times years of service, times 2.35%.

Optional participation in a 457 Plan is available through Nationwide Retirement Solutions or MERS.

## Densmore Compensation/Benefit Package Page #2

**Health Insurance:** The Township offers health care through Blue Cross/Blue Shield of Michigan as of Date of Hire. The current plan is Flex Blue Plan #3 with the Flex Blue RX Drug Rider. The Township is currently providing a benefit card to pay for In-Network deductibles of up to \$3,250 for single coverage, \$6,450 for two person/family coverage. In addition, the Township is currently providing an additional \$1,000/per person of \$10 generic/\$60 Brand name coinsurance for prescription drugs. The current benefit card is paid for by the Township through a Healthcare Reimbursement Account established by the Township.

Current employee contribution toward health care are: Single Coverage = \$25.00/per pay; Two-Person Coverage = \$50.00/per pay; Family = \$75.00/per pay. Contributions are taken the first two pays each month. Months where there are three pay periods, the third pay is exempt from the medical contribution withholding.

Employees also have the option to withdraw from health insurance coverage if covered by another health insurance program. You will be required to provide proof of the coverage to the Human Resource Department. Employees who choose to withdraw shall receive an annually \$3,000 cash payment in lieu of insurance. These payments are paid in two installments: one in June and one in December.

**Retiree Hlth Care:** Employees hired after December 31, 2013, shall not be eligible for retiree health care. Employees contribute \$75.00 per pay with a contribution from the Township Fire Fund of \$205.00 per pay to a Health Care Savings Program in the employee's name for future health care expenses. The Health Care Savings Programs has a 10-year vesting for purposes of retirement on the employer contribution.

**\*\*These amounts are subject to change based on union contract language\*\***

**Vision:** Vision insurance is through VSP Vision Care and available date of hire.

**Dental:** Dental insurance offered through Delta Dental of Michigan with premiums paid by the Township. Coverage is available after 60 days of employment.

**Life Insurance:** \$35,000 group life with AD&D for employee only.

Densmore Compensation/Benefit Package Page 3

**Miscellaneous:** The Charter Township of Ypsilanti will provide a vehicle that may be used to drive to and from home to the office and within the scope of duties as Fire Chief.

The Charter Township of Ypsilanti will provide Dress Class A uniform and PPE as needed.

I understand by signing below, no change, addition or amendment shall be made except by written modification approved by the Charter Township of Ypsilanti Board of Trustees.

Please sign below indicating your acceptance of the above employment package.



Employee Signature

09-08-2023

Date

CHARTER TOWNSHIP OF YPSILANTI

\_\_\_\_\_  
HR Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brenda L. Stumbo, Township Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Heather Jarrel-Roe, Township Clerk

\_\_\_\_\_  
Date

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



**YPSILANTI  
TOWNSHIP**  
— HUMAN RESOURCE DEPARTMENT —

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**Trustees**  
Ryan Hunter  
John Newman II  
Gloria Peterson  
Debbie Swanson

## MEMORANDUM

**To:** Charter Township of Ypsilanti Board of Trustees

**From:** Karen Wallin  
Human Resource Manager

**Date:** September 12, 2023

**Subject:** Request to move the “Community Resource Coordinator” from a pilot position to a regular non-union full-time position and to post the position with an annual salary of \$50,000

In September of 2022, the Township Board of Trustees approved the “Community Resource Coordinator” position as a pilot with funding coming from the Community Engagement Department.

Over the last year this position has proven to be a great benefit to the Township as well as the Township residents. The position has allowed the Township to provide numerous resource materials to Township residents, connecting them with community resources that are able to address their needs and concerns.

It is our recommendation that the pilot position become a regular non-union full-time position out of the Community Engagement Department budget #266-303-706.000; and that it be officially posted and filled with an annual salary of \$50,000.

Your consideration in the matter is appreciated. Should you have any additional questions, please contact me at 734-544-3741 or [kwallin@ypsitownship.org](mailto:kwallin@ypsitownship.org).



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



**YPSILANTI  
TOWNSHIP**  
— HUMAN RESOURCE DEPARTMENT —

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**Trustees**  
Ryan Hunter  
John Newman II  
Gloria Peterson  
Debbie Swanson

## MEMORANDUM

**To:** Charter Township of Ypsilanti Board of Trustees

**From:** Karen Wallin  
Human Resource Manager

**Date:** September 12, 2023

**Subject:** **Approval of “Leave Time” policy addressing PTO accrual for non-union employees hired after January 1, 2009.**

In September 2014, the Township Board of Trustees approved the last policy addressing “Leave Time” for non-union employees. Employees hired after January 1, 2009, were given PTO as part of their employment offer when hired, however, no future accrual was outlined in the policy or in the employment offer.

We currently have 11 non-union employees (hired since 2011) that have no formal PTO accrual structure. It is being recommended that the “Leave Time” policy be amended as presented to allow for non-union employees hired after January 1, 2009, PTO benefits pursuant to the provisions of the TEAMSTERS collective bargaining agreement.

This action would be consistent with other fringe benefit for non-union employees that are pursuant to the TEAMSTERS collective bargaining agreement.

Your consideration in the matter is appreciated. Should you have any additional questions, please contact me at 734-544-3741 or [kwallin@ypsitownship.org](mailto:kwallin@ypsitownship.org).

## LEAVE TIME POLICY

### **POLICY:**

It is the policy of the Township to grant time off work for employees according to the employees' relative collective bargaining union contract or Township policy.

### **Provision – ~~AFSCME~~ TPOAM Employees:**

Township ~~AFSCME~~ TPOAM employees shall be entitled to PTO (Paid Time Off) Leave pursuant to the provisions of their collective bargaining contract. The provisions of the bargaining contract shall govern accumulation of PTO leave.

**PTO benefits will accrue beginning on the date of hire. Benefits will become available to the employee with the first payroll check following the benefit eligibility date (90-days of employment). New employees who have not passed their benefit eligibility date are not eligible for PTO benefits. PTO hours accrued during the first and final year of employment will be pro-rated based on hours worked that year.**

~~Newly hired probationary employees are not eligible to use PTO leave during the first 90 days of employment, however, PTO hours shall accumulate during the first 90 days of employment and will appear on the first payroll check following 90 days of employment.~~

Scheduling of PTO is subject to the employee's immediate supervisor's approval and provisions of the bargaining agreement.

~~PTO accrued and not taken prior to termination of employment shall be paid out to the employee subject to the provisions of the bargaining agreement.~~

### **Provision – Teamsters:**

All Teamster employees shall be entitled to PTO (Paid Time Off) Leave pursuant to the provisions of their collective bargaining contract. The provisions of the bargaining contract shall govern accumulation of PTO leave.

~~Paid Time Off (PTO) shall be requested and may be paid from banked PTO days to cover full day absences so long as the supervisor or designated representative approves the request.~~

~~PTO banks are capped as of December 31<sup>st</sup> each year in accordance with the provisions of the bargaining contract.~~

~~Any unused PTO time in the employee's bank at the time of termination must be requested as a whole or partial cash payout two weeks prior to the termination date or the~~

~~balance of the PTO bank will be converted at 100% and be forwarded to a MERS Health Care Savings Account in the employee's name for future health care expenses.~~

PTO benefits will accrue beginning on the date of hire. Benefits will become available to the employee with the first payroll check following the benefit eligibility date (90-days of employment). New employees who have not passed their benefit eligibility date are not eligible for PTO benefits. **PTO hours accrued during the first and final year of employment will be pro-rated based on hours worked that year.**

## **Provision – Fire Fighters**

### **Vacation Time**

Township Fire Fighters shall be entitled to Vacation Leave pursuant to the provisions of their bargaining contract. The provisions of the bargaining contract shall govern the accumulation of Vacation Leave and scheduling of Vacation time off.

Vacation hours for Fire Fighters are not accumulative from year to year.

Upon termination any unused vacation hours will be paid at 100%.

### **Sick Time**

Fire Fighters are entitled to sick time pay in accordance with provisions of their bargaining contract.

~~A new employee will receive three (3) working days of sick leave credit on the first day of the month in which the employee completes the first six (6) months of employment. Each employee will thereafter receive one (1) working day of sick leave for each month of subsequent service.~~

Sick time will be allowed to accumulate to a maximum of 100 days. Payment will be made on July 1 of each year ~~for 50%~~ of any excess of the 100 day maximum **in accordance to contract language.**

Sick time banks may be used toward terminal leave at time of retirement per the collective bargaining contract.

~~All other Sick Time benefits shall be governed by the bargaining contract.~~

### **Personal Leave**

Personal leave shall be granted in accordance with the relevant collective bargaining agreement. ~~Personal leave may be taken in 24 hour or 12 hour segments only.~~

## LEAVE TIME POLICY (Con't.)

### Provision - Non-Bargaining Employees:

~~Unless otherwise stated within an employment agreement, all Non-bargaining Administrative/Confidential employees shall have their PTO posted to their PTO banks on January 1<sup>st</sup> of each year. The amount of PTO and the accrual of PTO shall be based on seniority as of December 31<sup>st</sup> of the previous year. If an employee has an anniversary date (during the course of the year) that increases their years of service calculation, those additional hours will be added on a pro-rata basis on the date of the anniversary.~~

Employees hired **prior to 1/1/2009** shall accrue in the following manner:

1 year through the 4 <sup>th</sup> year of employment	192 hours
5 years through the 9 <sup>th</sup> year of employment	240 hours
10 years through the 14 <sup>th</sup> year of employment	288 hours
15 years or more of employment	336 hours

**\*All non-union employees hired before 1/1/2009 have reached the maximum accrual hours of 336 hours each having more than 15 years of service.**

**Employees hired after 1/1/2009 shall accrue PTO benefits pursuant to the provisions of the TEAMSTERS collective bargaining agreement for employees hired after December 31, 2009.**

**All other benefits related to PTO for non-union employees shall be administered in accordance with the TEAMSTERS collective bargaining agreement.**

**\*\*PTO benefits for employees hired after 1/1/2009 are based on their individual employment agreement.**

~~PTO banks are capped at 360 hours as of December 31, 2014. Employees who have PTO banks in excess of 360 hours at the end of each year, must request to receive the cash payout at 75%, two weeks prior to December 31<sup>st</sup> or the total excess of the PTO limit will automatically convert over to a MERS Health Care Savings Account at 100% for use toward future health care expenses.~~

~~Any unused PTO time in the employee's bank at the time of a voluntary termination must be requested as a whole or partial cash payout two weeks prior to the termination date or the balance of the PTO bank will be converted at 100% and be forwarded to a MERS Health Care Savings Account in the employee's name for future health care expenses. Employees who voluntarily terminate employment without a two week notice may elect to have balance on PTO hours paid out to them at 75%. In the event of the death of the employee, the balance of PTO shall be paid to the beneficiary at 100%. PTO hours~~

~~accrued during the final year of employment will be pro-rated based on hours actually worked that year.~~

~~Involuntary termination of employment will result in a maximum payout of 50% of the PTO bank balance. PTO hours accrued during the final year of employment will be pro-rated based on hours actually worked that year. If the involuntary termination is a result of the elimination of the employee's position, the PTO balance will be paid at 100%. Unused PTO hours will not be paid to employees discharged for "just cause".~~

~~Employees may request a payout of PTO hours earned from their banks throughout the year. The first 32 hours requested shall be paid at 100% with all other requested hours being paid at 75%. A maximum of 180 hours will be allowed for payout in any given year.~~

~~All lump sum payouts from PTO banks will be considered Non MERS wages and not rolled into the employee's base wage.~~

~~If at any time a non-bargaining employee utilizes their entire PTO bank leaving a zero balance and require additional time away from work, their salary will be reduced based on the hours not worked.~~

~~PTO shall be requested in advance from the employee's supervisor and shall be used in minimum increments of one-half days for leave time of more than 4 hours. Employees utilizing half-day increments of PTO time shall be expected to work a minimum of 4 hours in addition to the use of PTO hours.~~

**Updated Policy: 9/2023**

**Policy Approved by Township Board 9/23/2013**

**Amended by Township Board 9/19/2014**

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



**YPSILANTI  
TOWNSHIP**  
— PLANNING & ZONING DEPARTMENT —

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Trustees  
John Newman II  
Gloria Peterson  
Debbie Swanson  
Ryan Hunter

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To: Heather Jarrell Roe, Township Clerk  
Ypsilanti Township Board of Trustees

From: Jason Iacoangeli AICP, Planning Director

Re: **Washtenaw County – Local Brownfield Revolving Fund Grant Agreement**

Date: September 5, 2023

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**Review:**

Attached for the Townships Board of Trustees review and approval is a Local Brownfield Revolving Fund Grant Agreement that was approved by the Washtenaw County Brownfield Authority to support the Township with the environmental testing associated with the demolition of the Gault Village Shopping Center. The original grant amount of \$20,000.00 was awarded on November 10, 2022 and was intended for environmental testing of the Dry Cleaner portion of the Gault Village Shopping Center. The County Authority then agreed to modify the grant to allow \$10,000.00 of the funding to be used for cost overruns as they related to the Hazardous Materials Assessment to identify contamination within the building materials that made up the structure of the shopping center.

The grant is a reimbursement to Ypsilanti Township up to \$20,000.00, \$10,000 of which is dedicated for the costs already expended for the Hazardous Materials Assessment that was conducted by SME in December and January of 2022 and 2023 respectively for the court ordered demolition of the Gault Village Shopping Center. The remaining \$10,000 would still be available to the Township for environmental investigation of the former dry cleaners.

**Recommendation:**

The grant agreement has been reviewed by both McLain and Winters and the Township Accounting Department and is in good order. At this time the Planning Department is recommending the Township Board of Trustees approve the Local Brownfield Revolving Fund Grant Agreement from the Washtenaw County Brownfield Redevelopment Authority in order to accept the reimbursement of \$10,000.00 expended on the Hazardous Materials Assessment that was conducted as a part of the demolition of the Gault Village Shopping Center.

A handwritten signature in black ink, appearing to read 'J. Iacoangeli', is written over a horizontal line.

Jason Iacoangeli, AICP  
Planning Director  
Charter Township of Ypsilanti

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY  
LOCAL BROWNFIELD REVOLVING FUND GRANT AGREEMENT

This Local Brownfield Revolving Fund Grant Agreement (the "Agreement") dated April 24, 2023 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and Ypsilanti Charter Township (the "Grantee"), a Michigan Charter Township, whose address is 7200 S. Huron River Driver, Ypsilanti, MI, 48197.

RECITALS

- A. Pursuant to Act 381, as amended, the Authority has established a Local Brownfield Revolving Fund (the "Fund") for the purpose of facilitating brownfield redevelopment in the region.
- B. The Authority adopted a policy for awarding loans and grants from the Fund to support eligible activities on eligible brownfield properties.
- C. The Authority awarded the Grantee a \$20,000 grant of LBRF funds at the November 10, 2022 meeting, to perform a preliminary dry cleaner assessment and optional soil gas assessment. The Authority modified their original approval on April 13, 2023, shifting \$10,000 of the approved LBRF grant scope to fund cost overruns for the Township to conduct a hazardous materials assessment and bid specifications for the demolition of the shopping center, pursuant to Court Order.
- D. The Eligible Property is known as Gault Village shopping center, 1005 Emerick Street, Ypsilanti Township, MI, 48197, parcel ID# K-11-15-205-017.
- E. The Grantee wishes to utilize LBRF grant funds to conduct Eligible Activities within the eligible properties, and the Authority is willing to grant said funds on the Terms and Conditions herein contained.

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree with each other as follows:

1. Grant – The Authority hereby agrees to grant to Ypsilanti Charter Township up to \$20,000 to conduct eligible brownfield activities, as described in the submitted LBRF applications and accompanying cost proposals from SME dated November 8, 2022, and as modified by the Authority's approval on April 13<sup>th</sup> to shift \$10,000 of the Grant as previously described.

2. Grant Budget – The Grantee submitted a list of proposed costs in the LBRF Application, (Exhibit A), and SME cost proposal, and was approved by the Authority not to exceed \$20,000.
3. Repayment – The funds granted shall not be required to be repaid to the Authority, provided the Grantee complies with all applicable Terms and Conditions.
4. Procurement of Eligible Activities – The Authority is bound to be good stewards of the public funds within the LBRF Fund. Therefore, the Authority will ensure the grant funds are utilized in the most efficient and effective manner. Grantee shall ensure the work to be funded with LBRF funds are procured in a manner that is competitive and ensures the most qualified contractor with the lowest price is selected to complete the activities.
5. Disbursement – The Grant funds will be disbursed to the Grantee as Eligible Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, but not more frequently than monthly. Such a statement shall include a description of Eligible Activities performed, and a copy of invoices for the work described in such statement. Within forty (40) days of a receipt of a complete statement and supporting invoices, the Authority shall review the statement, confirm that the Eligible Activities are consistent with the Grant Budget, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed \$20,000.
6. Surplus Grant Funds – Should any grant funds remain after all Eligible Activities are completed, the surplus funds will be returned to the LBRF fund, or the Grantee may request use of the remaining funds for other Eligible Activities, up to \$20,000, provided those activities are given prior approval by the Authority.
7. Compliance with Applicable Environmental Regulations – It shall be the responsibility of the Grantee to comply with all applicable local, state and federal environmental regulations, as it applies to any and all Eligible Activities funded by the LBRF Grant.
8. Grant Expiration – All Eligible Activities shall be completed within eighteen (18) months of this Agreement unless the Authority grants an extension. Some Eligible Activities occurred prior to the date of this Agreement.
9. Insurance – The Grantee shall purchase and maintain insurance coverages as indicated, at limits not less than those set forth below. The Grantee shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Grantee to perform services pursuant to this Agreement to purchase and maintain insurance coverages at the limits set forth below. Grantee and its contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additionally insured under all coverages listed below except Worker's Compensation. The Grantee shall maintain other insurance as it deems appropriate for its own protection.



- a. Worker's Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
  - b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
    - i. Contractual Liability
    - ii. Products and Completed Operations
    - iii. Independent Contractors Coverage
    - iv. Broad Form General Liability Endorsement or Equivalent
  - c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  - d. Grantee shall ensure that Environmental Impairment Liability Insurance is provided by Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities, covering any sudden and non-sudden pollution or environmental impairment, including clean-up costs and defense, with limits of liability of not less than \$1,000,000 per occurrence.
  - e. Grantee shall ensure that Professional Liability coverage with a minimum of \$1,000,000 each occurrence is provided by Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities.
  - f. All insurance coverages described above shall always remain in effect until completion of all Eligible Activities. The Grantee shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.
10. Indemnification – The Grantee shall indemnify, defend, and hold harmless, the Authority, Washtenaw County, and their officers, board members, commissioners, employees and agents from all claims, damages, lawsuits, costs and expenses, including reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the Grantee or its employees, agents, consultants, contractors or subcontractors related to the grant-funded activities or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Grantee. The Grantee shall indemnify the Authority, Washtenaw County, and any of the listed entities officers, board members,

commissioners, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Grantee under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities provided under state or federal law.

11. Freedom of Information Act – Grantee understands that all communications, information, and/or documentation submitted by Grantee may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement.
12. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.
13. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent.
14. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
15. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
16. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
17. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
18. Compliance with Applicable Law – Grantee agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.
19. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
20. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third-party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
21. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

The parties have executed this Agreement on the dates set forth below.

**WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

**BY:** \_\_\_\_\_  
Trevor Woollatt, Chairman

**Date:** \_\_\_\_\_

Attested to:

**By:** \_\_\_\_\_  
Lawrence Kestenbaum, County Clerk/Register

**Date:** \_\_\_\_\_

Approved As to Form:

**By:** \_\_\_\_\_  
Michelle Billard, Corporation Counsel

**Ypsilanti Charter Township, Grantee**

**BY:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Exhibit A – LBRF Application and SME Cost Proposal

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



**YPSILANTI  
TOWNSHIP**  
— PLANNING & ZONING DEPARTMENT —

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**Trustees**  
John Newman II  
Gloria Peterson  
Debbie Swanson  
Ryan Hunter

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**To:** Heather Jarrell Roe, Township Clerk  
Ypsilanti Township Board of Trustees

**From:** Jason Iacoangeli AICP, Planning Director

**Re:** **New West Willow Neighborhood Association Garden Fence Project**

**Date:** September 5, 2023

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**Review:**

The Planning Department has received a Zoning Permit Application from the New West Willow Neighborhood Association for a fence replacement project for the community garden that is located at 2057 Tyler Road. The Township requires that permits being pulled by outside organizations for projects taking place on Township property receive Board approval. The fence will be replacing an existing garden fence (pictures attached) to prevent animal access to the garden. The new fence will be constructed of pressure treated lumber and use a wire design. The neighborhood association has included with the permit a packet illustrating the fences construction. They have also provided the costs and contracts associated with erecting the fence. Also, included in this packet is a copy of the Liability Insurance for the New West Willow Neighborhood Association.

**Recommendation:**

**The proposed fence is a replacement for an existing garden fence. The fence meets the setback requirements per the ordinance standards as is not located on a property line. The Planning Department would recommend approval of the garden fence and its installation for the existing community garden.**

A handwritten signature in black ink, appearing to read 'J. Iacoangeli', is written over a horizontal line.

Jason Iacoangeli, AICP  
Planning Director  
Charter Township of Ypsilanti

RECEIVED  
BY KG

MAY 15 2023

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

**YPSILANTI TOWNSHIP**  
**OCS**

**ZONING PERMIT**  
**APPLICATION**

**I. PROJECT LOCATION**

Address: 2057 Tyler Rd City: Ypsilanti State: MI Zip: 48198  
Parcel ID #: K-11- Zoning \_\_\_\_\_ Lot Number: \_\_\_\_\_ Subdivision: \_\_\_\_\_

**II. APPLICANT INFORMATION**

Property Owner: Charter Twp of Ypsilanti Phone: 734-485-3948  
Address: 7200 S. Huron Dr. City: Ypsilanti State: MI Zip: 48198  
Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Contractor / Engineer: New West Willow Neighborhood Assoc. Phone: 734-845-7362  
Address: 1900 Tyler Rd City: Ypsilanti State: MI Zip: 48198  
Fax: \_\_\_\_\_ Email: JoannMcCollum@aol.com  
License Number: \_\_\_\_\_

**III. FEES**

Total: \$ \_\_\_\_\_ Breakdown of fee: Non-refundable: \$ 50.00

**IV. APPLICATION TYPE** (*Smooth side of fence must face out – unless shadow box fence*)

- Fence
  - Will fence be on property line?
    - No
    - Yes: If yes, a certified property survey OR written, notarized consent form from adjacent neighbors.
- Driveway
- Shed
- Other
- Building

Describe in detail the proposed work to be performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. APPLICANT SIGNATURE**

JoAnn McCollum      JoAnn McCollum      5/15/23  
Applicant Signature      Print Name      Date



<b>All Zoning Permit applications</b>	
<input type="checkbox"/> The application is filled out in its entirety and includes the signature of the applicant and, if different than the applicant, the property owner. <input type="checkbox"/> If work will be completed by the homeowner, a Homeowner Affidavit form is required. <input type="checkbox"/> Fees	<input type="checkbox"/> Plot plan or lot survey showing the following: <input type="checkbox"/> All property lines and dimensions <input type="checkbox"/> Existing buildings/fences/driveways and dimensions <input type="checkbox"/> Proposed buildings/fences/driveways and dimensions <input type="checkbox"/> Easements and dimensions, if applicable
<b>Fence application</b>	
<input type="checkbox"/> Smooth side of fence must face out – unless shadow box fence <input type="checkbox"/> Height of fence <input type="checkbox"/> Fence material and type <input type="checkbox"/> Detailed sketch of fence (to scale).	<input type="checkbox"/> Yes or no box checked on question "Will the fence be installed on property line?" <input type="checkbox"/> If yes, a certified property survey <i>OR</i> written, notarized consent form from adjacent neighbors.
<b>Driveway application</b>	
<input type="checkbox"/> The surfacing of the proposed driveway	
<b>Shed application (100 square feet – 200 square feet)</b>	
<input type="checkbox"/> Dimensions of shed <input type="checkbox"/> Square footage of shed <input type="checkbox"/> Distances between shed and all buildings on the parcel	<input type="checkbox"/> Distances from each wall of the shed to the nearest property line <input type="checkbox"/> Materials to be stored in shed

Zoning district: \_\_\_\_\_ Proposed use: \_\_\_\_\_

Lot dimensions (WxD): \_\_\_\_\_ Lot area (sq. ft.): \_\_\_\_\_

Maximum allowable coverage (sq. ft.): \_\_\_\_\_ Total coverage shown (sq. ft.): \_\_\_\_\_

Setbacks: Front: \_\_\_\_\_ Back: \_\_\_\_\_ Side: \_\_\_\_\_ Side: \_\_\_\_\_ Total sides: \_\_\_\_\_

Height: \_\_\_\_\_

Environmental  
 Wetlands: \_\_\_\_\_ Soil erosion: \_\_\_\_\_  
 Woodlands protection: \_\_\_\_\_ Drainage: \_\_\_\_\_

Additional approvals needed:  
 WCDC: \_\_\_\_\_ Received: \_\_\_\_\_ WCRC: \_\_\_\_\_ Received: \_\_\_\_\_ Fire Department: \_\_\_\_\_

Approved  Denied

\_\_\_\_\_

Approved or denied by planning/zoning Date

Planning/zoning comments:

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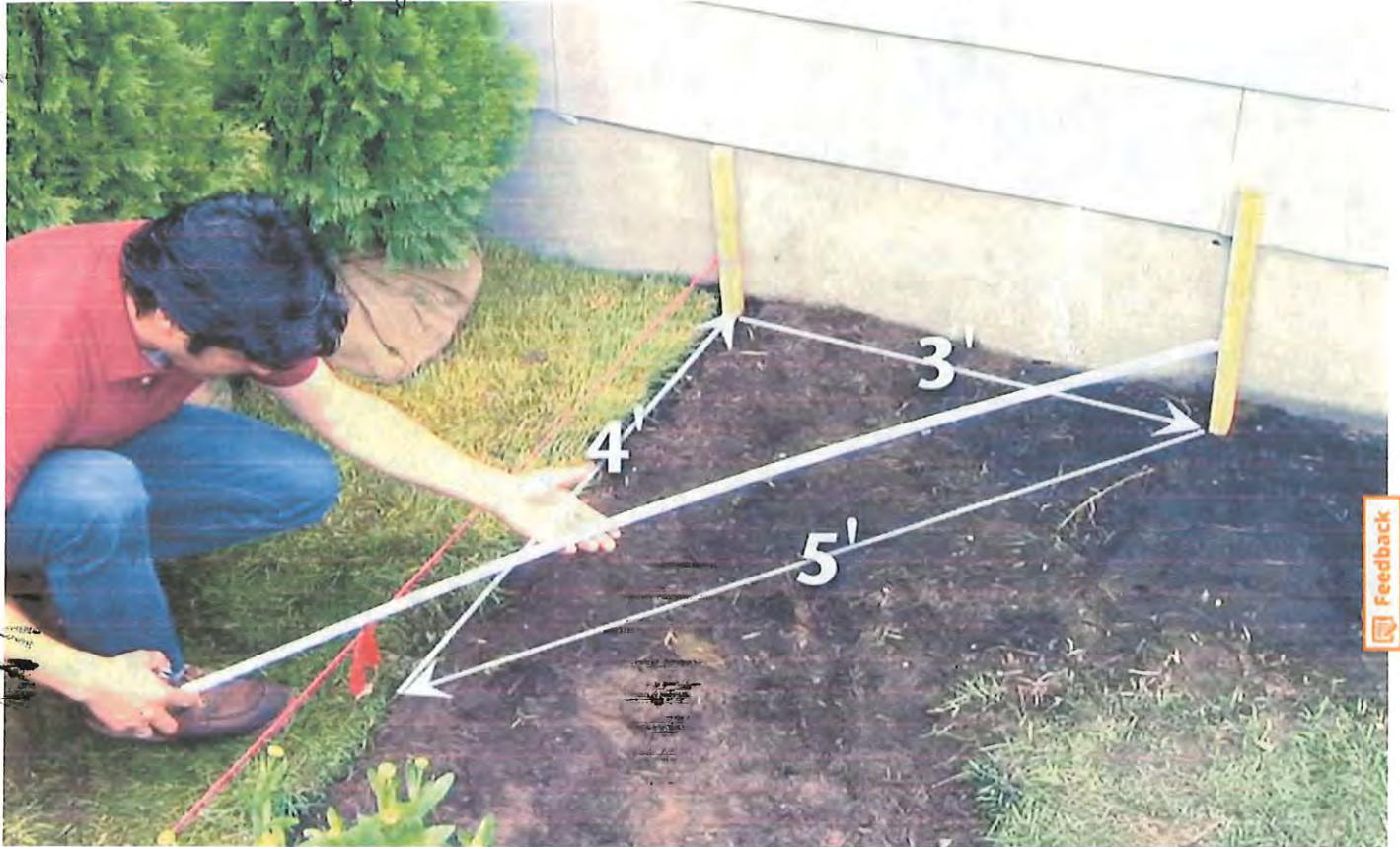


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Garden Fence Area Location



Before you learn how to build a wire fence, carefully plan and mark the location of the fence posts and gate. When planning, use a string like mason's line. Mason's line is a good choice because it is strong and flexible enough to be pulled tightly. Run the string line to represent either the outside or inside perimeter of the fence.

- Lay out the fence perimeter using batter boards and mason's line, extending the lines several feet at each end so they cross at the corners.
- Square the corners using the Pythagorean theorem (3, 4, 5 method). Measure 3-feet from where the lines intersect and make a mark on the string line. Measure 4-feet along the line that runs perpendicular to that line and make a mark. Measure between the 3-foot and 4-foot marks and adjust the line until the marks are exactly 5-feet apart.
- Repeat this process to square the remaining corners.
- Square can be checked by measuring diagonal lines from opposing corners. If both diagonals have the same measurement, the corners are square.
- Use spray paint to mark the location of each corner post.
- Measure off the string lines to determine the locations of the field posts 8-feet away from the corner posts and mark the locations just inside the strings.
- If installing a gate, mark locations for the gateposts 36-inches apart, allowing for a gate wide enough to accommodate a wheelbarrow.

## 2 Dig Holes for Posts





Call 811 before you dig. Your local utility company will mark the location of any water, gas and power lines in your yard. Avoid digging near any marked lines.

- Dig holes using a post hole digger or two-person auger. You can rent an auger and make quick work of digging the post holes. If using an auger, avoid any areas marked by the utility company. To be safe, dig by hand if a hole needs to be located within 18- to 24-inches of a marked utility.
- Dig 8-inch diameter holes approximately 1/3 as deep as the posts' height, plus about 6-inches for gravel.
- In colder climates, dig below the frost line to avoid heaving. You can look up the frost line in your area online or contact your local building office. Not digging sufficiently below the frost line will cause the posts to heave out of the ground as the temperature changes.

### 3 Dig a Trench

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This fence will use two kinds of wire mesh. The PVC-coated wire at the bottom will be installed below grade to keep critters from burrowing under the fence. Dig a trench to bury the bottom wire mesh.

- Depending on the size of your project, use a trencher or trenching shovel to dig the trench.
- The trench should be about a foot deep just outside the perimeter of the fence.

## 4 Mark and Cut Notches on Posts

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The posts and rails will connect a notch system. Create notches on your posts for the top and bottom rails to fit into.

- Use the height of your wire fencing to mark the top and bottom rail. The bottom rail should be 6- to 10-inches up from the ground.
- Use a 2 x 4 as a guide to mark the space needed for both the top and bottom rails.
- Cut out the notches on each post using a circular saw and a chisel. Make several cuts inside your notch guidelines that are about as deep as your top rail boards are thick. Use the chisel to remove the wood in pieces to make the notch.
- Repeat this process for the top and bottom of each of your posts.

## 5 Install the Posts

---



- Pour 6-inches of drainage stone into the bottom of each hole and tamp the stone down using the end of a post.
- Use drainage stone mixed with soil for backfill.
- Add fast-setting concrete to the gate posts. Mix and allow to cure per manufacturer's instructions.
- Use a post level to ensure all the posts are plum before the concrete sets and before tamping down the backfill.
- Use supports to hold the gate posts straight while the concrete cures.

## 6 Install Top and Bottom Rails



- Hold the rails in the notches and mark where you'll attach them with screws.
- Drill pilot holes at the locations you marked.
- Set the rail in the post notches. Ensure that the rail is level, then attach it using 3-inch deck screws.
- Repeat this process around the perimeter of the fence for top and bottom rails.

Tip: If possible, get a helper for this step. Securing the fence rails is easier when another person supports the rail as you drill.

## 7 Staple Mesh to Posts and Top Rail

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With the top and bottom rails secured to the posts, you can begin installing wire fencing mesh.

- With a helper, unroll enough mesh to reach from end post to end post. When you reach the post, pull the mesh taut.
- A stretcher bar and “come-along” winch will be helpful to pull the fence mesh tight. You can purchase a bar or improvise one with two 2 x 4’s cut to the height of the fence and a bolt every 12- to 18-inches. Sandwich the end of the wire between the boards and bolt them together to distribute the pulling force.
- Align the end of the mesh with the edge of the post. Align the top of the mesh so that it lands in the middle of the rail.
- Hammer 1 3/4-inch galvanized fence staples every 3-inches to secure the mesh to the top rail.
- Work your way across the rail to the next post.
- When you reach the next post, pull the mesh taut and staple the mesh vertically to the post every 6-inches.

## 8 Splice in a New Roll if Needed

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- If you need more than one roll of fencing, cut the first roll even with the edge of the post as described in the previous step.
- Begin the new roll on the same post, positioning it so at least one row of rectangles overlaps those already on the post.

## 9 Staple Mesh to Posts and Bottom Rail

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- When you reach the bottom of the post, staple the mesh across the bottom rail every 3-inches.
- Work your way along the fence, attaching mesh in the same order as before: along the top rail, down the post, then back along the bottom rail.
- When you reach the end of the roll, use [fencing pliers](#) to trim any mesh that extends beyond the post.
- Staple the PVC-coated mesh to the bottom rail every 3-inches in the same method.
- Fold the PVC-coated mesh down into the trench.
- Backfill the trench with a mix of soil and drainage stone.

## 10 Add the Cap Rail and Gate





Feedback

- Once you have attached the mesh to the posts and rails, center a 1 × 6 cap rail on the 2 × 4 top rail. Position the 1 × 6 so the seams between boards never fall above those in the 2 × 4's.
- Nail the cap rail in place with 10d (3-inch) nails.
- Alternatively, finish the posts by installing [fence post caps](#).
- To finish your wire fence installation, install your choice of gate per the manufacturer's instructions.
- Alternatively, you could build your own fence gate. Build the frame of the gate and staple mesh across the front of it. Use shims to keep it level and plumb, then attach it to your gate posts with hinges and a latch.

Building a wire fence is a project you can complete in a day or two, especially when you have a helper. Knowing how to build a wire fence with wood posts will ensure you have a sturdy fence to protect your garden and yard from potential pests. If you need a different type of fence or prefer to have a professional do the work for you, consider our [fence installation](#) services. We'll refer you to an expert in your area.

## RELATED GUIDES



Types of Fences



Best Gate Hardware for Your Fences



Types of Fence Materials and Hardware



Materials Needed to Build a Fence

KENS OOD JOBS LLC  
810-399-9203

914318

ESTIMATE (AS-BUILT OR AS-DRAWN)

DATE: 4/10/23  
 NAME: New West Willow Neighbors  
 ADDRESS: Association NW, WA  
 SERVICE:  INSTALL  WILL CALL  PHONE  
 DELIVER  MAKE  
 MAKE:   
 MODEL:   
 SERIAL:   
 NATURE OF SERVICE REQUEST:

QTY.	PART #	DESCRIPTION OF PARTS OR MATERIALS	PRICE	AMOUNT
		To Take Down And	40000	
		And Haul Away Old Fence		
		To ReBuild New Fence		
		With 2 Gates		
		With New Hardware		
		At 48 in tall		
		Pressure treated wood		
LABOR PERFORMED			TOTAL MATERIALS	
			TAX	
			TOTAL LABOR	
			TOTAL AMOUNT	4,600

RECEIVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

REMARKS: ARE FOR LABOR ONLY. MATERIAL, ADDITIONAL. WE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE CAUSED BY FIRE, THEFT, TESTING, OR ANY OTHER CAUSES BEYOND OUR CONTROL.

**Repair Order**  
ORIGINAL



Service Provided To:	Service Provided By:	
Jo Ann McCollum	Handyman Connection of Ann Arbor	Lic# #2102213140
2057 Tyler Rd	4343 Concourse Dr. Suite 220	
Ypsilanti MI 48198-6156	Ann Arbor MI 48108	
Date 5/15/2023	Proposal# 2300-024588-E002	

**ESTIMATE**

Estimate valid for 30 days from date of proposal

**SCOPE OF WORK TO BE PERFORMED:**

**Fence/Gate - Wood Install/Repair**

**Labor            Materials**

**\$2,875.00    \$945.00**

Install wire fencing with 4"x4" treated posts  
Set post in cement  
Install 2-8' gates

Materials excluded  
Projected materials \$700

MATERIAL CHARGE: \$TBD (We're ready and willing to procure material as you need or want us to. Anything we purchase will be charged to the customer at Cost plus 35%. Disposal and Rental Equipment expenses are treated as material costs)

**Estimated Scope of Work**

Labor:	\$2,875.00
Materials	\$945.00
(Adjustments):	\$0.00
	\$0.00
	\$0.00
Estimate Total:	\$3,820.00

**AUTHORIZATION TO PROCEED WITH WORK:**

I authorize Handyman Connection to complete the scope of work as specified above. I agree to all the terms and conditions of this Agreement and to the cost for labor and materials. I understand the proposal is based upon our initial evaluation and does not include additional labor and materials which may be required. I have been advised as to whether or not the price presented is a fixed price, or subject to change based on circumstances such as final price on materials or items selected by the customer. Final payments will be made to Handyman Connection of Ann Arbor upon completion of the work.

**Proposal accepted by:**

[ Click or Tap to Digitally Sign ]

## NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION WITHOUT PENALTY OR OBLIGATION WITHIN 3 BUSINESS DAYS FROM THE DATE OF ACCEPTANCE OF THIS PROPOSAL. IF YOU CANCEL THIS CONTRACT, PROVIDED THAT YOU HAVE NOT INSTRUCTED US TO COMPLETE THE WORK, AND WE ACTUALLY COMPLETED THE WORK, YOU ARE ENTITLED TO ANY PAYMENTS MADE BY YOU UNDER THE HOME IMPROVEMENT CONTRACT. IF YOU HAVE INSTRUCTED US TO PROCEED IN BUYING ANY MATERIALS FOR THE JOB, AND THESE MATERIALS ARE NOT RETURNABLE FOR A FULL REFUND, WE WILL PROVIDE THE MATERIALS TO YOU AT COST AND SUBTRACT ANY AMOUNTS DUE TO YOU FROM THAT AMOUNT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE OF CANCELLATION TO HANDYMAN CONNECTION AT THE OFFICE ADDRESS LISTED ABOVE BY MIDNIGHT 3 DAYS FROM THE ACCEPTANCE DATE OF THIS PROPOSAL.

Down Payment: at least 40% of the Labor plus the estimated material costs.

Check: Made out to Handyman Connection of Ann Arbor, 4343 Concourse Dr, Ste 220, Ann Arbor, MI 48108

ONLINE: eCheck (no fee) or Credit (2.7% fee)  
<https://handymanconnection.com/ann-arbor/pay-online>

Venmo (customer responsible for transaction fees): @hc2300

Financing Options Available

## GUARANTEE

For one (1) year from the date of this contract, the Company will repair free of charge defects in the workmanship performed pursuant to this agreement. This guarantee becomes effective when the Customer's complete payment is made payable to Handyman Connection and has been credited to Handyman Connection's account. Guarantee service is available by simply contacting the Handyman Connection office as shown on your invoice. There are no other guarantees expressed or implied. There is no liability for consequential damages of any nature or kind. Guarantee is for labor only and materials are not included.

## Terms of Agreement

ALL payments must be made payable to Handyman Connection. The local, independent franchisee (hereinafter referred to as "Handyman Connection" or the "Company") licenses the name 'Handyman Connection' from its franchisor (the "Franchisor"), and the Franchisor is not made part of this Agreement. Any payment for service made payable directly to a craftsperson or any other party will void all insurance, bonding, guarantees/warranties associated with this contract and may subject the customer ("Customer") to additional charges.

The Franchisor is not involved in the actual contract between the Craftsperson, the Company and the Customer. Should the Customer have a dispute with any Craftsperson, service advisor or the Company itself, the Customer must address such dispute with the Company directly. THE CUSTOMER HEREBY AGREES TO RELEASE FRANCHISOR (AND FRANCHISOR'S OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES AND AGENTS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES, WITH THIS AGREEMENT, OR WITH THE CUSTOMER'S OTHER DEALINGS WITH ANY CRAFTSPERSON, SERVICE ADVISORS OR THE COMPANY.

THE CUSTOMER FURTHER AGREES TO RELEASE AND NOT TO HOLD HANDYMAN CONNECTION, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO THE CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICE OR WORK

PERFORMED, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY CRAFTSPERSON (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, OR DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY CRAFTSPERSON, ANY DESTRUCTION OF THE CUSTOMER'S INFORMATION, OR ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY HANDYMAN CONNECTION OR ITS OFFICERS, OWNERS, AFFILIATES OR LICENSORS.

UNDER NO CIRCUMSTANCES WILL HANDYMAN CONNECTION, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THE WORK PERFORMED, TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT HANDYMAN CONNECTION, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS IS LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO HANDYMAN CONNECTION DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE.

- A. Consequential Damages; are damages indirectly from a breach of contract related to delays in performance and delays in completion of a project. The Parties agree that there shall be no liability for consequential damages of any nature or kind except for claims otherwise covered by insurance. The Parties further agree that claims of consequential damages shall be limited to an amount equal to twice the amount of the project quoted above.
- B. The craftsperson doing this work (the "Craftsperson") is not authorized to make representations or agreements other than those set forth herein in writing and any such representations or agreements by the Craftsperson are hereby disclaimed by Handyman Connection. All service estimates are valid for thirty (30) days from the date of the proposal. If the Craftsperson terminates his/her association with the Company or becomes unavailable before work is started, either the Customer or the Company may cancel the contract. If the Customer cancels the contract after materials have been purchased, the Customer will be responsible for paying for the materials in full.
- C. If the materials are to be supplied by the Customer and the materials are not at the jobsite on the scheduled day/time for work to start, the Craftsperson may adjust the contract price and add additional fees and/or charges for his/her lost time.
- D. All changes to the scope of the work on this contract shall be in writing, dated and signed by the Customer and Craftsperson. Any and all Change Orders are due in full upon approval. The Customer agrees to pay for all work performed. Any services performed outside the scope of this contract are void and the Company will not be responsible for or provide any type of warranty in connection with such services.
- E. The Customer may supply all materials or ask the Craftsperson to select and deliver materials to the jobsite. If the Customer supplies the materials or directs the Craftsperson to buy specific materials, THE CUSTOMER ASSUMES THE RESPONSIBILITY FOR ALL ASPECTS OF THE MATERIALS, INCLUDING BUT NOT LIMITED TO HUE, TEXTURE, STYLE AND QUALITY. THE COMPANY PROVIDES NO WARRANTY FOR MATERIALS AND NO REIMBURSEMENT FOR MATERIALS WILL BE MADE TO THE CUSTOMER UNDER ANY CIRCUMSTANCES. SHOULD THE MATERIALS FAIL TO PERFORM PROPERLY, THE CUSTOMER AGREES TO PAY THE COMPANY FOR ALL WORK PERFORMED TO REMOVE, AND/OR REPLACE THE DEFECTIVE MATERIALS. Manufacturer warranties may be available and can be obtained directly from the supplier/manufacturer. The Company is not responsible for supplier/manufacturer warranties.
- F. The Customer is solely responsible for and will obtain, arrange, and pay for all permits, licenses and inspections required for work on this contract.
- G. The Customer is responsible to notify the Company and Craftsperson of the presence of any hazardous materials, such as asbestos, lead, mold, etc. Failure to do so, even if the Customer was not aware of the hazardous materials, is grounds for terminating the contract or modifying the same. If terminated as a result of the discovery of hazardous materials, the Customer remains responsible for any removal or modification of such hazardous materials, and the Customer remains responsible for payment of the portion of work actually performed. HANDYMAN CONNECTION WILL NOT BE RESPONSIBLE FOR ANY MOLD AND/OR MOLD DAMAGE, OR LIABILITY FOR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY MOLD AND/OR MOLD DAMAGE.
- H. The Customer agrees to make complete payment to Handyman Connection of Ann Arbor at the completion of work. The Customer's signature in the designated "Customer Approval" area on the other side of this agreement indicates completion and acceptance of all work defined on the contract.
- I. The Customer is advised and understands that performance of this work is subject to the existing conditions and the

typical limitation of repairs for matching paint, texture, stain, or other existing conditions. The Craftsperson will take ordinary trade practice efforts to achieve a reasonable match as permitted by existing conditions; however an exact match is not promised or guaranteed. The Customer is responsible for payment for additional work associated with any unforeseen, hidden, and/or latent conditions or circumstances.

- J. THERE IS NO WARRANTY COVERAGE FOR WORK PERFORMED ON PROPERTY USED AS RENTAL AND/OR INCOME PROPERTY. THERE IS NO WARRANTY COVERAGE ON ANY WASTE LINE CLEARING, DRYWALL CRACK REPAIRS AND/OR FOUNDATION SHIFTING. PLUMBING IS ONLY GUARANTEED FOR 30 DAYS.
- K. The Company may terminate this contract immediately for any breach of the terms contained in this agreement. Should this contract be terminated for any reason, the Customer agrees to pay for all services performed, whether completed or not, up to the day of termination. Termination must be communicated in writing via certified mail to our address on this contract.
- L. The Parties agree that with respect to judicial remedies, all controversies, disputes, or claims between us and our affiliates, and our and our affiliates' respective shareholders, officers, directors, agents, and/or employees, and you (and/or your affiliates, owners, guarantors, spouse, and/or employees) arising out of or related to: (1) this Agreement or any other agreement between you and us; (2) our relationship with you; (3) the validity of this Agreement or any other agreement between you and us; and/or (4) services provided to you by the Craftsperson; must be submitted for binding arbitration to the Detroit Regional Office of the American Arbitration Association. The arbitration proceedings will be conducted in Michigan by one arbitrator according to the then current Construction Industry Arbitration Rules of American Arbitration Association. The arbitrator will have the right to award or include in the arbitrator's award any relief which the arbitrator deems proper in the circumstances, including without limitation, money damages, specific performance, and injunctive relief, subject to the other terms and limitations of this Agreement. We and you agree that we are waiving all rights to have our disputes covered by this Agreement heard or decided by a jury or in a court trial. We and you further agree that arbitration will be conducted on an individual, not a class-wide, basis. The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party (other than those covered by this provision) to an arbitration between Company and Customer. EACH PARTY FULLY UNDERSTANDS AND AGREES THAT THEY ARE GIVING UP CERTAIN RIGHTS OTHERWISE AFFORDED TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL AND THE RIGHT TO BRING ANY CLAIM AS A CLASS OR COLLECTIVE ACTION. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.). Except to the extent governed by the Federal Arbitration Act or other federal law, this Agreement and all disputes and claims arising from the relationship between you and us will be governed by the laws of the State of Michigan, without giving effect to the conflict of laws provisions thereof.
- M. For proposals greater than \$5,000 there will be progress payments due in addition to the down payment and final payment. When the scope of work is approximately 60% complete, there will be a progress payment due in the amount of 20% of Labor plus material overages. When the scope of work is approximately 80% complete, there will be another progress payment due in the amount of 20% of Labor plus material overages.
- N. A fee of 5% will be added to the total invoice amount after 30 days of non-payment for every week thereafter. This fee will accrue weekly after day 31. A subsequent invoice will be provided thereafter on a weekly basis showing the late fees accrued and applied to amount due.
- O. In the event of a claim being brought to enforce rights under this contract, the prevailing party shall be entitled to recover its costs and expenses, including but not limited to reasonable attorneys' fees, incurred in the event of breach of this contract.
- P. Materials may be a fixed charge or variable charge. If variable, then it will be calculated at COST plus 35%. Disposal & rental equipment expenses are treated as material costs.

Broker : Ann Arbor Insurance Centre, Inc.  
2755 Carpenter Road  
Ann Arbor, MI 48108

# **IMPORTANT POLICY INFORMATION ENCLOSED**



*A Head for Insurance. A Heart for Nonprofits.*

May 09, 2023



Date: 05/09/2023  
To: New West Willow Neighborhood Association (██████████)  
From: Underwriting Department, AMS  
Re: Please review your renewal policies

### **IMPORTANT INFORMATION ABOUT YOUR RENEWAL POLICY**

Thank you for renewing your policy with Alliance of Nonprofits for Insurance - Risk Retention Group, a member of the Nonprofits Insurance Alliance Group.

Because your policy met our eligibility criteria, your broker elected to have your policy automatically renewed. That means the policy was renewed with the same coverages, limits, and locations as the expiring policy.

Please confirm your policy is accurate. It is especially important to consider any changes since your last policy renewal. This could include buying or selling property, hiring employees for the first time, buying or selling vehicles, changes in location, and adding or changing programs or operations. If you have questions or need to make corrections to your policy, please contact your insurance broker.

We offer many coverages specifically designed for the nonprofit sector. If you feel you may not be adequately covered or simply would like to learn more about our coverages, please talk to your insurance broker or visit our website at [www.insurancefornonprofits.org](http://www.insurancefornonprofits.org).

Thank you.





Our Organizations:

Alliance of Nonprofits for Insurance, RRG (ANI)  
Nonprofits Insurance Alliance of California (NIAC)  
National Alliance of Nonprofits for Insurance (NANI)  
Alliance Member Services (AMS)

Dear NIA Member,

Your insurance broker has put your policy on our Direct Bill Program. We have developed this more flexible billing system in response to feedback from our members.

Each month you will receive a statement documenting recent activity on your account. Similar to a credit card statement, you will have the choice to pay off the entire balance or make the minimum payment. Your first statement will require a minimum payment of 20% of the total annual premiums. The second through ninth statements will require a minimum payment of approximately 10% of the total annual premiums, plus any unpaid portion of the previous minimum payment. In addition, the minimum payment will reflect adjustments for changes in coverage.

We hope this more flexible payment method meets the needs of your organization. If you have any questions or comments, feel free to call our finance department at 800-359-6422, ext. 1737.

Sincerely,

NIA Finance Department



*A Head for Insurance. A Heart for Nonprofits.*

Including ALLIANCE OF NONPROFITS FOR INSURANCE (ANI) &  
NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

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

## Claims Reporting Procedure

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### REPORT CLAIMS IMMEDIATELY!

There is no negative impact on your policy for reporting an incident.  
When in doubt – report it!

If you have any questions concerning whether to report an incident or claim,  
call your broker.

### HOW DO YOU KNOW WHEN AN INCIDENT REQUIRES A CLAIM TO BE REPORTED?

1. There's been an accident
2. Someone has been hurt
3. Property has been damaged
4. You think someone ought to know "just in case"

### IF YOU NEED TO REPORT A CLAIM:

1. Complete the appropriate reporting form:
  - Driver Accident Report Form – motor vehicle accident
  - Incident Report Form – all other accidents

An original of these forms follows this page of your policy. Additional forms are available at our secure website: [www.insurancefornonprofits.org](http://www.insurancefornonprofits.org).

NOTE: Claims for Swiss Re Corporate Solutions Elite Insurance Corp. or NIAC Property Insurance do not require a separate form. Your insurance broker will send us an ACORD claim form.

2. Tell your insurance broker to report the claim to our Claims Department by email at: [newclaims@insurancefornonprofits.org](mailto:newclaims@insurancefornonprofits.org)

### EMERGENCY SITUATIONS

If you need to report a claim during **non-business hours** and cannot reach your broker, call 1-866-718-1947. This number should **only** be used for true claims emergencies.



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Including ALLIANCE OF NONPROFITS FOR INSURANCE (ANI) & NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

# Incident Report Form

## CLAIMS REPORTING PROCEDURE

If you have a question concerning whether to report an incident or claim, call your broker.

**NONPROFIT / INSURED** – Complete all items to the best of your ability, sign and date page 2, and immediately give it to your supervisor.

**Supervisor** – Fax this Incident Report Form to your **insurance broker** immediately.

**Important:** Retain any equipment or furniture which caused or contributed to an injury until it can be inspected by an insurance representative.

**BROKER** – Refer to our website for instructions on claim reporting.

If a claim needs to be reported after business hours or on the weekend, call (866) 718-1947.

This number is reserved for true claims emergencies after business hours and weekends.

## General Information

Name of Nonprofit Organization			ANI/NIAC Policy Number		
Name of Contact			Title		
Nonprofit Address – Street			City	State	Zip
Business Phone # ( )	Ext.	Business Fax # ( )	E-mail Address		

## Incident Information

Date of Incident	Day of Week (circle one) Mon Tue Wed Thurs Fri Sat Sun	Time of Incident AM / PM	Did the incident occur on organization's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Location of Incident (if possible, take pictures of the area with a digital or disposable camera)					
Description of Incident (A brief factual account of the incident; include who was involved, how the incident occurred and what action is being taken in response to the incident. Use the back of the sheet if more space is needed.)					

## Witness Information

	Name and Address	Daytime Phone	Email Address	DOB
1.				
2.				

**Claimant Information**

1. Name of Injured Party		DOB	<input type="checkbox"/> Employee <input type="checkbox"/> Client <input type="checkbox"/> Volunteer <input type="checkbox"/> Visitor <input type="checkbox"/> Other -	
Address - Street		City	State	Zip
Home Phone # (   )		Business Phone # (   )		Email Address
Description of Injury (nature and extent of; please be specific):				
Transported by Ambulance <input type="checkbox"/> Yes <input type="checkbox"/> No		Name and Phone # of Hospital or Doctor, if applicable		

**Observations of Nonprofit**

Claimant's Attire/Description of Clothing (i.e., shorts, t-shirt)	Type of Shoes	Was Claimant carrying anything? (if yes, what) <input type="checkbox"/> No <input type="checkbox"/> Yes -
Describe claimant's demeanor when making the report (i.e., agitated, in obvious or no obvious pain, able to move around while describing what happened, etc.)		

*(use the back of the form or attach an additional sheet of paper if needed)***Claimant Information**

2. Name of Injured Party		DOB	<input type="checkbox"/> Employee <input type="checkbox"/> Client <input type="checkbox"/> Volunteer <input type="checkbox"/> Visitor <input type="checkbox"/> Other -	
Address - Street		City	State	Zip
Home Phone # (   )		Business Phone # (   )		Email Address
Description of Injury (nature and extent of; please be specific):				
Transported by Ambulance <input type="checkbox"/> Yes <input type="checkbox"/> No		Name and Phone # of Hospital or Doctor, if applicable		

**Observations of Nonprofit**

Claimant's Attire/Description of Clothing (i.e., shorts, t-shirt)	Type of Shoes	Was Claimant carrying anything? (if yes, what) <input type="checkbox"/> No <input type="checkbox"/> Yes -
Describe claimant's demeanor when making the report (i.e., agitated, in obvious or no obvious pain, able to move around while describing what happened, etc.)		

*(use the back of the form or attach an additional sheet of paper if needed)***PRINT NAME OF INDIVIDUAL COMPLETING THE FORM****SIGNATURE****DATE**

**COMMERCIAL LINES COMMON POLICY DECLARATIONS**

PRODUCER:

Ann Arbor Insurance Centre, Inc.  
2755 Carpenter Road  
Ann Arbor, MI 48108

POLICY NUMBER: [REDACTED]

RENEWAL OF NUMBER: [REDACTED]

NAME OF INSURED AND MAILING ADDRESS:

New West Willow Neighborhood Association  
  
2057 Tyler Rd.  
Ypsilanti, MI 48198

POLICY PERIOD:

FROM **06/22/2023** TO **06/22/2024**  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Neighborhood watch, youth and senior programs

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS  
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THESE PREMIUMS MAY BE SUBJECT TO ADJUSTMENT.

	<b>PREMIUM</b>
COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE .....	\$1,600
COMMERCIAL AUTO LIABILITY COVERAGE PART .....	Not Covered
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE COVERAGE PART .....	Not Covered
SOCIAL SERVICE PROFESSIONAL COVERAGE PART .....	Not Covered
COMMERCIAL LIQUOR LIABILITY COVERAGE PART .....	INCLUDED
TERRORISM COVERAGE (Certified Acts) .....	Not Covered
<b>TOTAL:</b>	<b>\$1,600</b>

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT TIME OF ISSUE:\*

ANI-E003 GL 08 20,	ANI-E069 GL 02 19,	ANI-E078 11 20,	ANI-E120 09 19,	ANI-E123 09 19,	ANI-E180 GL 01 21,	ANI-E180 LL 01 21,
ANI-E195 GL 05 21,	ANI-E282 GL 12 21,	ANI-E342 GL 08 22,	ANI-RRG-E11 GL 09 19,	ANI-RRG-E15 09 20,	ANI-RRG-E22 09 19,	ANI-RRG-E25 12 15,
ANI-RRG-E26 11 17,	ANI-RRG-E28 01 99,	ANI-RRG-E29 12 09,	ANI-RRG-E33 GL 09 19,	ANI-RRG-E34 09 18,	ANI-RRG-E42 GL 09 19,	ANI-RRG-E5 07 15,
ANI-RRG-E56 01 17,	ANI-RRG-E59 02 12,	ANI-RRG-E60 07 12,	ANI-RRG-E61 02 19,	ANI-RRG-E70 03 19,	ANI-RRG-E72 01 17,	ANI-RRG-E74 03 14,
ANI-RRG-GL 04 01,	ANI-RRG-LL 04 01,	ANI-RRG-NPO-001 05 20,	ANI-RRG-X1 06 18,	CG 00 01 04 13,	CG 00 33 04 13,	CG 01 68 11 20,
CG 20 10 12 19,	CG 20 11 12 19,	CG 20 12 04 13,	CG 20 18 04 13,	CG 20 20 11 85,	CG 20 21 07 98,	CG 20 26 12 19,
CG 20 34 12 19,	CG 20 37 12 19,	CG 21 06 05 14,	CG 21 09 06 15,	CG 21 47 12 07,	CG 21 73 01 15,	CG 21 96 03 05,
CG 22 44 04 13,	CG 24 07 01 96,	CG 26 22 03 11,	IL 00 17 11 98,	IL 00 21 09 08,	IL 02 86 04 17,	SCHEDULE G 01 80,
SCHEDULE L 01 80						

\*Omits applicable forms and endorsement if shown in specific coverage part / coverage form declarations.

These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

**"NOTICE**

**This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."**

BY 

(AUTHORIZED REPRESENTATIVE)

05/09/2023

**ANI-RRG-CO**



A Head for Insurance. A Heart for Nonprofits.

ALLIANCE OF NONPROFITS FOR INSURANCE RISK RETENTION GROUP (ANI)

www.insurancefornonprofits.org

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PRODUCER: Ann Arbor Insurance Centre, Inc. 2755 Carpenter Road Ann Arbor, MI 48108

POLICY NUMBER: [REDACTED]

RENEWAL OF NUMBER: [REDACTED]

NAME OF INSURED AND MAILING ADDRESS: New West Willow Neighborhood Association 2057 Tyler Rd. Ypsilanti, MI 48198

POLICY PERIOD: FROM 06/22/2023 TO 06/22/2024 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Neighborhood watch, youth and senior programs

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

Table with 2 columns: Coverage Limit Description and Amount. Includes General Aggregate Limit (\$1,000,000), Products - Completed Operations Aggregate Limit (\$1,000,000), Personal and Advertising Injury Limit (\$1,000,000), Each Occurrence Limit (\$1,000,000), Damage to Premises Rented to You (\$500,000 any one premises), and Medical Expense Limit (\$20,000 any one person).

ADDITIONAL COVERAGES:

PREMIUM \$1,600

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

05/09/2023

BY

[Signature]

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI-RRG-GL



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ALLIANCE OF NONPROFITS FOR INSURANCE  
RISK RETENTION GROUP (ANI)

www.insurancefornonprofits.org

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

Schedule G

POLICY NUMBER: [REDACTED]

Page 1

NAME OF INSURED: New West Willow Neighborhood Association

PREMISES CODE/CLASS	*LOC	PREMIUM BASIS	RATE	*ADVANCED PREMIUM
97047/Landscape Gardening - includes products and/or completed operations	1	33,600	27.549	\$925
41668/Clubs - civic, service or social - having buildings or premises owned or leased - NFP	1	1,800	312.905	\$563
49452/Vacant Land - NFP	1	1	62.040	\$62

Activities/Field Trips:

Event #	# of people		Description	
1	40	May	Community Clean Up Day	\$50

\*See Common Declarations for Total Advanced Premium and Schedule 'L' for locations.

5/9/2023

BY

(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI - RRG - SCHEDULE G



COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS

Schedule L

POLICY NUMBER: [REDACTED]

Page 1

NAME OF INSURED: New West Willow Neighborhood Association

PREMISES  
LOC/BLDG

DESIGNATED PREMISES  
ADDRESS, CITY, STATE, ZIP

ADDITIONAL INSUREDS  
AND OTHER INTERESTS

1

2057 Tyler Rd.  
Ypsilanti, MI 48198

05/09/2023

BY

(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."



**COMMERCIAL LIQUOR LIABILITY COVERAGE PART DECLARATIONS**

PRODUCER:  
Ann Arbor Insurance Centre, Inc.  
2755 Carpenter Road  
Ann Arbor, MI 48108

POLICY NUMBER: XXXXXXXXXX  
RENEWAL OF NUMBER: XXXXXXXXXX

NAME OF INSURED AND MAILING ADDRESS:  
New West Willow Neighborhood Association  
  
2057 Tyler Rd.  
Ypsilanti, MI 48198

POLICY PERIOD: FROM 6/22/2023 TO 6/22/2024  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Neighborhood watch, youth and senior programs

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

GENERAL AGGREGATE LIMIT..... \$ 1,000,000  
EACH COMMON CAUSE LIMIT..... \$ 1,000,000

PREMIUM:	Included

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:  
CG 00 33 04 13

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

5/9/2023

BY



(AUTHORIZED REPRESENTATIVE)

**"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."**

**ANI - RRG - LL**

**INDEX OF FORMS ATTACHED TO THE POLICY**

**POLICY NUMBER:** [REDACTED]

**NAME OF INSURED:** New West Willow Neighborhood Association

Page: 1

**LIABILITY FORMS AND ENDORSEMENTS**

**FORM NUMBER / EDITION DATE**

Member Criteria	ANI-E003 GL 08 20
Fiscal Sponsor Limitation	ANI-E069 GL 02 19
Professional Services - Exclusion	ANI-E078 11 20
Lead Liability - Exclusion	ANI-E120 09 19
Firearms Sublimit Endorsement	ANI-E123 09 19
Communicable Disease - Exclusion	ANI-E180 GL 01 21
Communicable Disease - Exclusion	ANI-E180 LL 01 21
Discrimination Exclusion	ANI-E195 GL 05 21
Cyber Incident - Exclusion	ANI-E282 GL 12 21
Anti-Stacking Condition	ANI-E342 GL 08 22
Fireworks Exclusion	ANI-RRG-E11 GL 09 19
Blood Testing Exclusion	ANI-RRG-E15 09 20
Asbestos Exclusion	ANI-RRG-E22 09 19
Additional Insured - Designated Person or Organization	ANI-RRG-E25 12 15
Waiver of Transfer of Rights of Recovery Against Others	ANI-RRG-E26 11 17
Property Damage to Personal Property in the Care, Custody or Control of the Insured	ANI-RRG-E28 01 99
Employee Personal Auto Reimbursement	ANI-RRG-E29 12 09
Mold, Fungus Exclusion	ANI-RRG-E33 GL 09 19
Construction and Conversion Exclusion	ANI-RRG-E34 09 18
Nuclear, Chemical and Biological Hazard Exclusion	ANI-RRG-E42 GL 09 19
Trampoline Bounce House Exclusion	ANI-RRG-E5 07 15
Liberalization - GL, SSP, EBL	ANI-RRG-E56 01 17
Liberalization - LL	ANI-RRG-E59 02 12
Volunteer Medical Payments	ANI-RRG-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities	ANI-RRG-E61 02 19
Fundraiser and Event Endorsement	ANI-RRG-E70 03 19
Other Insurance - Coverage C	ANI-RRG-E72 01 17
Mental Anguish Endorsement	ANI-RRG-E74 03 14
Commercial General Liability Coverage Part Declarations	ANI-RRG-GL 04 01
Commercial Liquor Liability Coverage Part Declarations	ANI-RRG-LL 04 01
Nonprofits' OWN Enhancement Endorsement	ANI-RRG-NPO-001 05 20
Improper Sexual Conduct and Physical Abuse Exclusion - GL	ANI-RRG-X1 06 18
Commercial General Liability Coverage Form	CG 00 01 04 13
Liquor Liability Coverage Form	CG 00 33 04 13
Michigan Changes	CG 01 68 11 20
Additional Insured - Owners, Lessees or Contractors	CG 20 10 12 19
Additional Insured - Managers or Lessors of Premises	CG 20 11 12 19
Additional Insured - State or Political Subdivisions - Permits	CG 20 12 04 13
Additional Insured - Mortgagee, Assignee or Receiver	CG 20 18 04 13
Additional Insured - Charitable Institutions	CG 20 20 11 85
Additional Insured - Volunteers	CG 20 21 07 98
Additional Insured - Designated Person or Organization	CG 20 26 12 19

This list of forms is not part of the actual policy, but is for your information only. Please refer to the policy(s) for actual limits, coverages and exclusions.

**INDEX OF FORMS ATTACHED TO THE POLICY**

**POLICY NUMBER: 2023-74435**

**NAME OF INSURED:** New West Willow Neighborhood Association

Page: 2

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**LIABILITY FORMS AND ENDORSEMENTS**

**FORM NUMBER / EDITION DATE**

Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease	CG 20 34 12 19
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19
Exclusion - Access or Disclosure of Confidential or Personal Information	CG 21 06 05 14
Exclusion - Unmanned Aircraft	CG 21 09 06 15
Employment-Related Practices Exclusion	CG 21 47 12 07
Exclusion of Certified Acts of Terrorism	CG 21 73 01 15
Silica - Exclusion	CG 21 96 03 05
Health or Cosmetic Services Exclusion	CG 22 44 04 13
Products/Completed Operations Hazard Redefined	CG 24 07 01 96
Michigan Changes - Liquor Liability	CG 26 22 03 11
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Michigan Changes - Cancellation and Nonrenewal	IL 02 86 04 17
Commercial General Liability Class Code Schedule	SCHEDULE G 01 80
Commercial General Liability Location Schedule	SCHEDULE L 01 80

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY  
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

**SCHEDULE**

**Name of Person or Organization:**

**A. Section II – WHO IS AN INSURED** is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
- a. Your negligent acts or omissions; or
  - b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**B. Section III – LIMITS OF INSURANCE** is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

**C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
  - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION -  
FOOD CONTRIBUTIONS OR CLIENT REFERRALS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - LESSOR OF LEASED  
EQUIPMENT - AUTOMATIC STATUS WHEN  
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designation Of Premises (Part Leased To You):</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>  Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
<b>Additional Premium:      Included</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ANTI-STACKING CONDITION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

10. a. **No coverage** shall be afforded by this policy to an “Insured”, other than the First Named Insured identified in the policy Declarations to which this endorsement is attached, if coverage for the claim or “suit” is afforded under any other policy issued by us to that other “Insured”.
- b. Subject to a. above, if coverage is afforded by this policy, which damages are also covered under any other coverage form within a policy issued by us, the aggregate maximum limit of insurance under all coverages within all policies issued by us applicable to the claim or “suit”, shall not exceed the highest applicable Limit of Insurance under any one coverage within any one policy. We shall, at our discretion identify the policy to which coverage for the submitted claim applies, and such policy shall be the sole and only policy written by us applicable to all such damages, regardless of the number of “Insureds”, claimants, claims or “suits”.

Condition 10. a. above **does not apply**:

1. To any “Insured”, with whom the First Named Insured has agreed to indemnify under a contract or agreement for damages arising out of “bodily injury”, “property damage”, and/or “personal and advertising injury” for the claim or “suit”.
2. To any coverage afforded within a policy issued by us to an “Insured” which specifically applies as excess insurance over the coverage included within the policy to which this endorsement is attached.



*A Head for Insurance. A Heart for Nonprofits.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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This insurance does not apply to any claim, "suit" or cause of action for damages due to:

1. "Bodily injury", "property damage", or "personal and advertising injury" arising or contributed, in whole or in part, by the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of or presence of asbestos or asbestos containing materials.
2. Any loss, cost or expense arising out of any:
  - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of asbestos or asbestos-containing materials; or
  - b. Claim or suit by or on behalf of a governmental agency or entity for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of asbestos or asbestos containing materials.

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or "suit" excluded under any provision set forth above.

Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **BLOOD TESTING - EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM

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This insurance does not apply to any claim for damages arising out of:

1. Services in connection with the donating, drawing, or testing of blood, except for any evaluation, consultation or advice given by or on behalf of any insured in connection with such services;
2. Any error, omission, defect or deficiency in any such test performed;
3. The handling, transportation, distribution or storage of any blood product by any insured; or
4. The liability of any insured for the negligent hiring or supervision of any employee, volunteer, independent contractor, or agent of the insured with respect to any activities listed in 1. through 3. above.

If coverage is extended under the Coverage Form to which this endorsement is attached for liability arising out of the acts, errors or omissions of a phlebotomist, this exclusion will not apply to the damages arising out of that liability.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**PROPERTY DAMAGE TO PERSONAL PROPERTY IN THE CARE,  
CUSTODY OR CONTROL OF THE INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

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It is agreed that the following is added to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Number 2. Exclusions., Letter j. "Property damage" to: Item (4):

- (a) This exclusion applies to "property damage" to personal property in the care, custody or control of the insured when the personal property is valued greater than \$25,000. This is excess over any other valid collectible insurance.
- (b) Defense costs arising from "property damage" to personal property in the care, custody or control of the insured are limited to \$25,000 per claim or suit.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – CHARITABLE INSTITUTIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured:

1. Your members but only with respect to their liability for your activities or activities they perform on your behalf; and
2. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.

CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT  
FIRE MARSHAL DIVISION

222 South Ford Boulevard, Ypsilanti, MI 48198



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## MEMORANUM

To: Brenda Stumbo, Supervisor  
Stan Eldridge, Treasurer  
Heather Jarrell Roe, Clerk  
Board of Trustees

From: Fire Marshal / Interim Chief Steve Wallgren

Date: September 11, 2023

Subject: Authorization to accept Fire Department Physicals.  
**FY 2023 line 206-336-719.005 Hospital Physicals**

I would like to request your consideration to approval the bid of **\$20,826.20** for the Fire Department annual physicals provided by Bio-Care in their mobile medical facility. These physicals include mandatory annual fit testing for Self-Contained Breathing Apparatus (SCBA) and cancer screenings for the most common cancers found in the fire service today. These physicals were budgeted for **FY 2023 line 206-336-719.005 Hospital Physicals**.

Thank you for your time and consideration.



# QUOTE

Company Address 1778 Holloway Drive, STE A  
Holt, Michigan 48842  
United States

Created Date 9/11/2023  
Quote Number 00003999

Prepared By Pamela Ellsworth  
Phone 517-268-9022  
Email pellsworth@biocareusa.com

Bill To Name Ypsilanti Twp Fire Department  
Bill To 222 South Ford Blvd.  
Ypsilanti, Michigan 48198  
United States

Ship To Name Ypsilanti Twp Fire Department  
Ship To 222 South Ford Blvd.  
Ypsilanti, Michigan 48198  
United States

Product	Line Item Description	Sales Price	Quantity	Total Price
Medical Examination - Fire Department: physical exam, vitals, medical history questionnaire, comprehensive blood panel, complete urinalysis with Micro, vision test, pulmonary function (PFT), and 12 lead resting EKG.		\$315.00	22.00	\$6,930.00
Quantitative Fit Test (QNFT) - single mask		\$35.00	22.00	\$770.00
Chest X-Ray: PA (posteroanterior)		\$75.00	22.00	\$1,650.00
Tuberculosis (TB) Screening - Mantoux Tuberculin Skin Test		\$25.00	21.00	\$525.00
NMP 22 Bladder Cancer Screen		\$45.00	22.00	\$990.00
Prostate-Specific Antigen (PSA) Blood Test	all males	\$25.00	19.00	\$475.00
Fecal Occult Blood Screening	voluntary	\$45.00	10.00	\$450.00
Travel Charge - Car		\$0.61	420.00	\$256.20
Travel Charge - Truck		\$1.00	140.00	\$140.00
Travel Fee - Professional Staff	3 Trips	\$75.00	8.00	\$600.00
Travel Fee - Staff Travel and/or hours on site	3 Trips	\$35.00	24.00	\$840.00
Ultrasound Package		\$300.00	24.00	\$7,200.00

Subtotal \$20,826.20  
Total Price \$20,826.20  
Grand Total \$20,826.20

This is a Quote which has preliminary pricing information and terms of service. Once your testing services are planned, a final Service Agreement will be sent to you detailing the Service Pricing and Terms of Service.

### Payment Terms

1. A minimum charge equal to 85% of the Service Pricing TOTAL on the signed Service Agreement will be billed. It is your responsibility to provide accurate information and to ensure your personnel are scheduled and show up for testing.
2. Once the testing schedule has been completed and you've signed the Service Agreement, a fee of \$150 will be charged for each additional hour of testing time that you require. All scheduling changes need to be discussed and approved with Bio-Care Operations.
3. Daily Testing Rates consist of up to 8 consecutive hours of testing.
4. Payment for services is due per the number of days noted in the Service Agreement from the invoice date. It is your responsibility to follow and complete your organization's internal account payable processes.
5. Late payments will be assessed a 2% late fee every 10 days following the invoice date.
6. A charge equal to 50% of the Service Pricing TOTAL on the signed Service Agreement will be billed if the testing is cancelled within 15 days of the scheduled testing date(s) without written notification to Bio-Care.

CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT  
FIRE MARSHAL DIVISION

222 South Ford Boulevard, Ypsilanti, MI 48198



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## MEMORANUM

To: Brenda Stumbo, Supervisor  
Stan Eldridge, Treasurer  
Heather Jarrell Roe, Clerk  
Board of Trustees

From: Fire Marshal / Interim Chief Steve Wallgren

Date: September 14, 2023

Subject: Request to Approve Change Order #1 for OHM for Paving at Fire Station #3 20 S. Hewitt Rd.

Board approval for Change Order for OHM in the amount of \$11,509.50 for the parking lot at 20 S. Hewitt Rd. (Fire station #3) The additional work is outlined in the memo from OHM that is attached. This amount falls under that contingency in the original contract, and no budget amendment is required. **FY 2023** line item: #217-901-976.005 **CAPITAL OUTLAY - FIRE STATION**

Thank you for your time.



August 30, 2023

Mr. Eric Copeland  
Fire Chief  
Charter Township of Ypsilanti  
7200 Huron River Drive  
Ypsilanti, MI 48197

Regarding: Hewitt Fire Station #3 Paving Improvements  
OHM Job No. 0098-20-0070

Dear Mr. Copeland:

Attached for your review and approval is Change Order No. 1 for the referenced project. The Change Order is for \$11,509.50 or about 6% of the contract. The Township previously approved a total budget of \$202,000 and this change order will bring the total contract to \$194,536.00 which is still under the approved contingency budget.

A few enhancements were made to the plan set during construction including additional drainage structures to route roof drainage away from the front entrance, additional bollards to protect hydrants and gas meters as well as additional restoration to account for moving the existing garden and slightly modifying the parking area. There was also significant undercutting and the coordination of removal and resetting of the signal loop that was discovered when the pavement was removed.

All in all, we are waiting for final permits to be released from the WCRC and final punch list items to be addressed. I would expect one more minor change order addressing the WCRC invoice for the traffic loop and then we will recommend final payment and to close the contract. This project will end up under the budgeted \$202,000.

Please contact us if you have any questions.

Sincerely,  
OHM Advisors

A handwritten signature in black ink, appearing to read 'Matthew D. Parks', is written over a horizontal line.

Matthew D. Parks, PE  
Project Manager

cc: John Hines, Municipal Services Director  
Heather Jarrell Roe, Township Clerk  
Stan Eldridge, Township Treasurer  
Javonna Neel, Township Accounting Supervisor  
John Senkowski  
Phil Maly, OHM  
File

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CHANGE ORDER



Project: Ypsilanti Township - Hewitt Fire Department Station #3  
Paving Improvements

Job Number: 0098-20-0070

Owner: Ypsilanti Township  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197  
(734) 484-4700

Change Order Number: 1  
Date: 8/16/2023  
Print Date: 8/30/2023

Contractor: DOAN CONCRETE  
Note:

TO THE CONTRACTOR:

You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

OHM Advisors  
355 S. Zeeb Road, Suite A  
Ann Arbor, MI 48103  
(734) 466-4577

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	\$11,509.50
Original Contract Amount:	\$183,026.50
Contract Amount Including Previous Change Orders:	\$183,026.50
Amount of this Change Order:	\$11,509.50
<b>REVISED CONTRACT AMOUNT:</b>	<b>\$194,536.00</b>

Accepted By

Doan Construction

Date 8/30/23

Approved By

Eric Copeland - Fire Chief -  
Ypsilanti Township

Date

Prepared By

Phil Maly, Client Representative

Date

Recommended By

Matt Parks, Principal

Date

**Items**

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
<b>THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT</b>						
<b>Division: A</b>						
7	Bollard, Rem	3.00 Ea	6.00	9.00	\$300.00	\$1,800.00
14	Concrete Pavt with Integral Curb Nonrein, 8 inch	1421.00 Syd	37.00	1458.00	\$96.50	\$3,570.50
16	Bollard, Furnish and Install	3.00 Ea	6.00	9.00	\$800.00	\$4,800.00
17	Bollard, Paint, Yellow	6.00 Ea	3.00	9.00	\$100.00	\$300.00
19	Sewer, Cl A, Edge Drain	129.00 Ft	4.00	133.00	\$5.00	\$20.00
20	Trench Drain w/ Grate, 6 inch	10.00 Ft	114.00	124.00	\$10.00	\$1,140.00
22	Turf Establishment	280.00 Syd	184.00	464.00	\$13.50	\$2,484.00
<b>SUB-TOTAL INCREASES DIVISION A:</b>						<b>\$14,114.50</b>

**THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT**

<b>Division: A</b>						
12	Erosion Control, Inlet Protection, Fabric Drop	3.00 Ea	-3.00	0.00	\$200.00	(\$600.00)
13	Maintenance Aggregate	5.00 Ton	-5.00	0.00	\$50.00	(\$250.00)
15	Sidewalk, Conc, 6 inch	90.00 Sft	-90.00	0.00	\$10.00	(\$900.00)
18	Pavt Mrkg, Waterborne, 4 inch, Yellow	463.00 Ft	-95.00	368.00	\$2.00	(\$190.00)
21	Decorative Stone	11.00 Syd	-11.00	0.00	\$15.00	(\$165.00)
23	WCRC Permit/Inspection Allowance	1000.00 Dlr	-500.00	500.00	\$1.00	(\$500.00)
<b>SUB-TOTAL DECREASES DIVISION A:</b>						<b>(\$2,605.00)</b>

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



**YPSILANTI  
TOWNSHIP**  
— RECREATION DEPARTMENT —

**Trustees**  
John Newman II  
Gloria Peterson  
Debbie Swanson  
Ryan Hunter

## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

CC: Doug Winters, Township Attorney

Date: September 13, 2023

**RE: Request to approve Change Order #1 with Precision Concrete Cutting for sidewalk shaving for \$27,396.66 from line #101-446-982.006**

The Municipal Services Department is looking to approve the change order for additional 2023 work with Precision Concrete Cutting (PCC) to shave sidewalks in selected streets in the Township.

The township worked with PCC in 2022 as a pilot program to shave sidewalks in the Appleridge and Bud and Blossom neighborhoods. Earlier this year, the Board of Trustees approved the areas of Rue Willette Blvd, Rue Deauville Blvd, Rue Vendome and the streets around Wendell Ave between Clark and Holmes Rd. The proposed cost of the cuts in those neighborhoods exceeded what was needed, which left the balance of 27,396.66. The Municipal Services Department is requesting to use the previously approved and budget amended funds in #101-446-982.006 to shave the sidewalks along Tyler Road in the West Willow neighborhood. The approved amount will serve as a “Not to Exceed” amount for the project and PCC will continue to work along the streets in West Willow until they meet the amount.

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, they can remove trip hazards from virtually any angle and at any location.

Attached is the change order from PCC.

John Hines  
Municipal Services Director  
[jhines@ypsitownship.org](mailto:jhines@ypsitownship.org)  
734-351-8947





1896 Goldeneye Drive, Holland MI 49424  
Phone: 616.403.1140 FAX: 616.582.5951  
[www.MichiganSafeSidewalks.com](http://www.MichiganSafeSidewalks.com)

August 10, 2023

Charter Township of Ypsilanti  
attn: John Hines, Deputy Supervisor, Recreation Coordinator  
7200 South Huron River Dr  
Ypsilanti, MI 48197



Phone: (734) 544-3646 Mobile: (734) 351-8947 Email: [jhines@ytown.org](mailto:jhines@ytown.org)

Subject: **CHANGE ORDER #1 for Sidewalk Trip Hazard Elimination Proposal for Charter Township of Ypsilanti 2023**

John,

We appreciate the opportunity to submit this change order for the Charter Township of Ypsilanti to apply the remaining budget of **\$27,397** to perform work in additional areas as determined by the Township for *The Sidewalk Trip Hazard Elimination Proposal for Charter Township of Ypsilanti 2023*. Upon your review and acceptance of this change order, **please sign and return** (or submit a valid purchase order referencing this proposal) via FAX to (616) 582-5951 or email us at [info@PCCMich.com](mailto:info@PCCMich.com).

### Precision Concrete Cutting

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Michigan, Indiana, Central Illinois, and Missouri that leverages the proven tools, process, and training to provide this service.

### The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



## Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



## Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of Charter Township of Ypsilanti staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.



As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



## Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save Charter Township of Ypsilanti over \$62,000 on repairs.**

## Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the Charter Township of Ypsilanti designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

PCC will deploy a well-marked light-duty pickup truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the operator area to assure pedestrian safety during cutting. All PCC staff (including project manager) wears high-visibility safety vests whenever they are outside their vehicle.



**Scope and Cost**

Precision Concrete Cutting (PCC) is proposing to complete the work in the West Willow Neighborhood as determined by the Township. PCC has a project balance of 653 Inch Feet of cutting remaining at a net cost of \$27,397. Billing will be based on actual work performed up to the approved budget.

The sidewalk trip hazards are defined as differentials in the walkway of .5" high up to (including) 1.5" high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:8 as permitted to meet ADA requirements. **For this project, it is estimated PCC will correct over 357 trip hazards.** The work will be performed on Township sidewalks in the project area(s), as prioritized by the Township, up to the approved project budget.

Job No. (Area)	Location	RR (Remove and Replace) or out of scope	Estimated # of Trip Hazards Cut	Estimated Linear Feet	Estimated Inch Feet	Estimated Cost
1	Tyler Rd (Estimated)	0	182	691	332.20	\$17,938.64
2	Additional Roads TBD by Township	0	175	664	320.71	\$17,318.34
<b>Totals</b>		<b>0</b>	<b>357</b>	<b>1,355</b>	<b>652.91</b>	<b>\$35,256.98</b>

Additional Services:	\$0.00
Travel and Expenses:	\$0.00
Discount* :	-\$7,834.88
<b>Net Proposed Total:</b>	<b>\$27,396.66</b>

\*Municipal discount will apply if change order accepted prior to August 31, 2023, and with an authorization to proceed with project by September 30, 2023.

**MAP:** Aerial view of priority working areas to be completed as budget allows.



**Sole Source Status**

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074  
U.S. Patent No. 6,896,604  
U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760  
U.S. Patent No. 7,201,644  
U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Michigan and Indiana using this technology. In the event that an organization is required to put trip hazard removal "out for bid", it will not be able to find a vendor with the same ability to perform trip hazard removal using the same process. This means that any vendor bidding against PCC (or Precision Concrete, Inc.) may not be able to perform to the same quality requirements as Precision Concrete Cutting.

**Invoicing**

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge Charter Township of Ypsilanti any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by Charter Township of Ypsilanti. This itemized list provides the Charter Township of Ypsilanti with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

**Summary**

Precision Concrete Cutting is very interested in working with Charter Township of Ypsilanti to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to develop a long-term relationship in which we can help Charter Township of Ypsilanti achieve its annual sidewalk maintenance objectives.



**Thank you for your consideration. Signature and date below confirms your acceptance of this proposal.**

**Ben Johnson**, Business Dev Mgr, SE Michigan  
and **Mark Bonkowski** (President)

**Precision Concrete, Inc.**  
1896 Goldeneye Drive  
Holland MI 49424

**(248) 606-9161** Cell

(616) 403-1140 Office  
(616) 582-5951 Fax

\_\_\_\_\_ customer

\_\_\_\_\_ authorized signature / date

\_\_\_\_\_ printed name / title



## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: September 13, 2023

**RE: Request Authorization to approve OHM Advisors to provide professional services related to the Species Relocation for the Ypsilanti Township ARPA Civic Center Pond Renovation.**

The Municipal Services Department is looking for authorization to approve OHM Advisors to provide professional services related to species relocation for ARPA Project #14: Civic Center Pond Lining for \$9,900, which is budgeted in GL#282-901-981.030

Though a man made pond, the work being done to the Civic Center Pond will have a significant impact on the surrounding ecosystem. The MSD is requesting the approval of OHM to use their internal ecology team to perform the work by following the below scope of services. Choosing OHM's team would allow the project to continue on the current timeline of late winter/early spring completion.

### Scope of Services:

**Task 1: Trap Deployment & Relocation** Initial trap deployment and relocation will be conducted over a five-day period during which the traps will be deployed and checked on a daily basis. Individuals collected will be relocated to predetermined locations within the watershed, following industry standard practices. Upon completion of the trapping phase, which needs to take place in early fall to avoid disrupting turtle hibernation, the dewatering can begin.

**Task 2: Dewatering & In-Water Collection** With the assistance of Township staff, the pond will be dewatered to a depth of approximately two (2) feet. Upon completion, field staff will perform in-water seine net fish collection. Collection will continue until three (3) consecutive seine pulls have resulted in no catch. Only native species will be relocated, and invasive and exotic species will be disposed of using industry standard practices. Upon completion of this task, the contractor can complete the final dewatering and commence the construction phase.

Attached is the proposal from OHM.

John Hines  
Municipal Services Director  
[jhines@ypsitownship.org](mailto:jhines@ypsitownship.org)



September 5, 2023

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

RE: Proposal for Species Relocation in Civic Center Pond  
**Professional Engineering Services**

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Services for the planning and execution in the collection and relocation of the turtle and fish species located within the Ypsilanti Civic Center Pond. These efforts, which are time sensitive, will be implemented prior to the planned dredging activities. After careful review of the pond habitat during the survey work and looking back at the previous liner project, it is recognized that this effort would make a significant impact to the surrounding ecosystem despite this being a man-made pond. This effort was done previously, but the timing of this project (to start in the late winter/early spring) requires the Township to perform this work without a contractor present.

To complete this effort in the most efficient and effective manner possible, OHM ecologists will perform the following Scope of Services within the below noted timeframe. The project cost is also included for your consideration.

## **SCOPE OF SERVICES**

### **Species Collection and Relocation**

#### **Task 1: Trap Deployment & Relocation**

Initial trap deployment and relocation will be conducted over a five-day period during which the traps will be deployed and checked on a daily basis. Individuals collected will be relocated to predetermined locations within the watershed, following industry standard practices. Upon completion of the trapping phase, which needs to take place in early fall to avoid disrupting turtle hibernation, the dewatering can begin.

#### **Task 2: Dewatering & In-Water Collection**

With the assistance of Township staff, the pond will be dewatered to a depth of approximately two (2) feet. Upon completion, field staff will perform in-water seine net fish collection. Collection will continue until three (3) consecutive seine pulls have resulted in no catch. Only native species will be relocated, and invasive and exotic species will be disposed of using industry standard practices. Upon completion of this task, the contractor can complete the final dewatering and commence the construction phase.



<b>Task Description</b>	<b>Timeframe</b>	<b>Fee</b>
<b>Task 1 – Trap Deployment &amp; Relocation</b>	Up until mid-Oct. or after mid-May	\$8,500
<b>Task 2 – Dewatering &amp; In-Water Collection</b>	Following Task 1	\$1,400
<b>Total</b>		<b>\$9,900</b>

## **ASSUMPTIONS**

- Relocation will occur prior to the species dormancy period (mid-October) or after emergence in mid-May.
- Dewatering will be performed this fall, or late spring, by either the Township or contractor. We ask for a single point of contact to help coordinate this and if pond levels could be slowly lowered (by not refilling) starting in September, this would help with that effort. Fountains may need to also be relocated or removed during this period.



**ACCEPTANCE**

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

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

OHM ADVISORS  
CONSULTANT

Charter Township of Ypsilanti  
CLIENT

\_\_\_\_\_

(Signature)

\_\_\_\_\_

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

Ms. Heather Jarrell Roe

(Title)

Township Clerk

(Date)

\_\_\_\_\_





## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: September 13, 2023

**RE: Request Authorization to approve Stantec Consulting to provide emergency survey and civil engineering services related to the Ypsilanti Township Community Center Bathroom Renovation**

The Municipal Services Department is looking for authorization to approve Stantec Consulting to provide professional emergency survey and civil engineering services related to the Community Center Bathroom Renovations for the Not to Exceed amount of \$12,000, which is budgeted line #282-901-981.040.

In preparation for the Bathroom Renovation project, Ypsilanti Township and Stantec utilized JTW Pipes to camera the existing sanitary lines that are underneath the community center. In that evaluation, it was found that the lines consist of sections of cast iron soil piping and vitrified clay piping. It has been identified that some of the original clay piping has been compromised, including the areas underneath room 202, office areas, lobby and a racquetball court. Based on the failure of existing piping, it is recommended that the existing piping be replaced. To limit the amount of work that would need to take place to make those replacements inside the building, this proposal is being brought forward for services to explore the ability to bring the piping outside of the building as much as possible.

Scope of Work Requested:

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

Task 1 – Topographic Survey

A. Conduct a topographic survey of the impacted area of the proposed construction.

Task 2 – Civil Design Services

A. Based on the topographic survey obtained in Task 1, the Stantec Civil Team will work with the building design team and client to prepare design and construction drawings for new exterior sanitary sewer leads for the building. One plan revision is anticipated to address stakeholder comments

John Hines



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

September 7, 2023  
File: 275154401

**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: Emergency Survey and Civil Engineering Design Services for the Ypsilanti Township Community Center Bathroom Renovations Project (ARPA Funding Scope)  
Charter Township of Ypsilanti, Washtenaw County, Michigan**

As requested, Stantec Consulting Michigan Inc. (Stantec) is pleased to submit this proposal for emergency professional Civil Engineering Design and Survey Services for the Ypsilanti Township Community Center Bathroom Renovations Project. It is our understanding these renovations will consist of evaluating alternatives with the building design team, and client, to design a new gravity sanitary sewer replacement lead(s) to the facility located 5 ft outside the building wall limits. See Exhibit A - Sewer Evaluation Sketch.

## **BACKGROUND**

The existing community center underground sanitary piping consists of sections of cast iron soil piping and vitrified clay piping. Based on the original building drawings received by Stantec, the current building layout, and the current excavation, it appears that a portion of the building was built over the original 6" exterior vitrified clay piping. It has been identified that some of the original vitrified clay piping was compromised through settlement and/or age deterioration. This sanitary piping routes from Room 202 under offices, through the lobby and racquetball courts and then exits the building to the west. See Exhibit A - Sewer Evaluation Sketch.

Based on the failure of the existing underground sanitary piping system, the existing vitrified clay piping is recommended to be replaced. The Township recently engaged a survey team utilizing cameras to limit exploratory flooring demolition and excavation to find and replace the failed piping under the building. A goal of the services to replace the sanitary piping and bring the line outside of the building as much as possible. The scope will still include removal of existing floor finishes, and subfloor with replacement of existing floor finishes, but the piping is being replaced almost in full and the work to demo and disturb the interior of the building will be reduced. See Exhibit B - Sewer Evaluation Findings Summary.

Reference: Community Center Bathroom Renovations Project

## SCOPE OF WORK REQUESTED

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

### Task 1 – Topographic Survey

- A. Conduct a topographic survey of the impacted area of the proposed construction.

### Task 2 – Civil Design Services

- A. Based on the topographic survey obtained in Task 1, the Stantec Civil Team will work with the building design team and client to prepare design and construction drawings for new exterior sanitary sewer leads for the building. One plan revision is anticipated to address stakeholder comments.

## UNDERSTANDINGS & ASSUMPTIONS

This proposal was developed under the following understandings and assumptions:

- Existing drawings to be provided. Any work to the existing Sanitary MH will require YCUA approval (none anticipated). Exterior Sewer leads will be under the jurisdiction of the Township Building Department.
- Hazardous material testing and any necessary abatement will be provided by owner.
- Excludes any permit fees, geotechnical services or any work not listed above.
- Assumes that existing mechanical, plumbing and electrical infrastructure is adequate to support the anticipated scope – except as noted for improvements.

## SCHEDULE

We propose to complete the civil survey and initial design work within 30 days of authorization.

## BUDGET

We recommend establishing a Time and Material Not to Exceed limit of **\$12,000** for the work listed above. Based on previous discussions and the urgent time nature of the task, Stantec is proceeding with the work under an emergency authorization by the Township Supervisor.

If the above proposal meets your approval, please sign this proposal letter and return a copy to our office. All work will be conducted under the existing General Services Agreement between the Charter Township of Ypsilanti and Stantec. We sincerely appreciate the opportunity to continue to work with the Township

*Design with community in mind*

September 7, 2023  
Mr. John Hines, CPRP  
Page 3 of 3

Reference: **Community Center Bathroom Renovations Project**

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.**



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



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

ACKNOWLEDGED AND ACCEPTED:

**CHARTER TOWNSHIP OF YPSILANTI**

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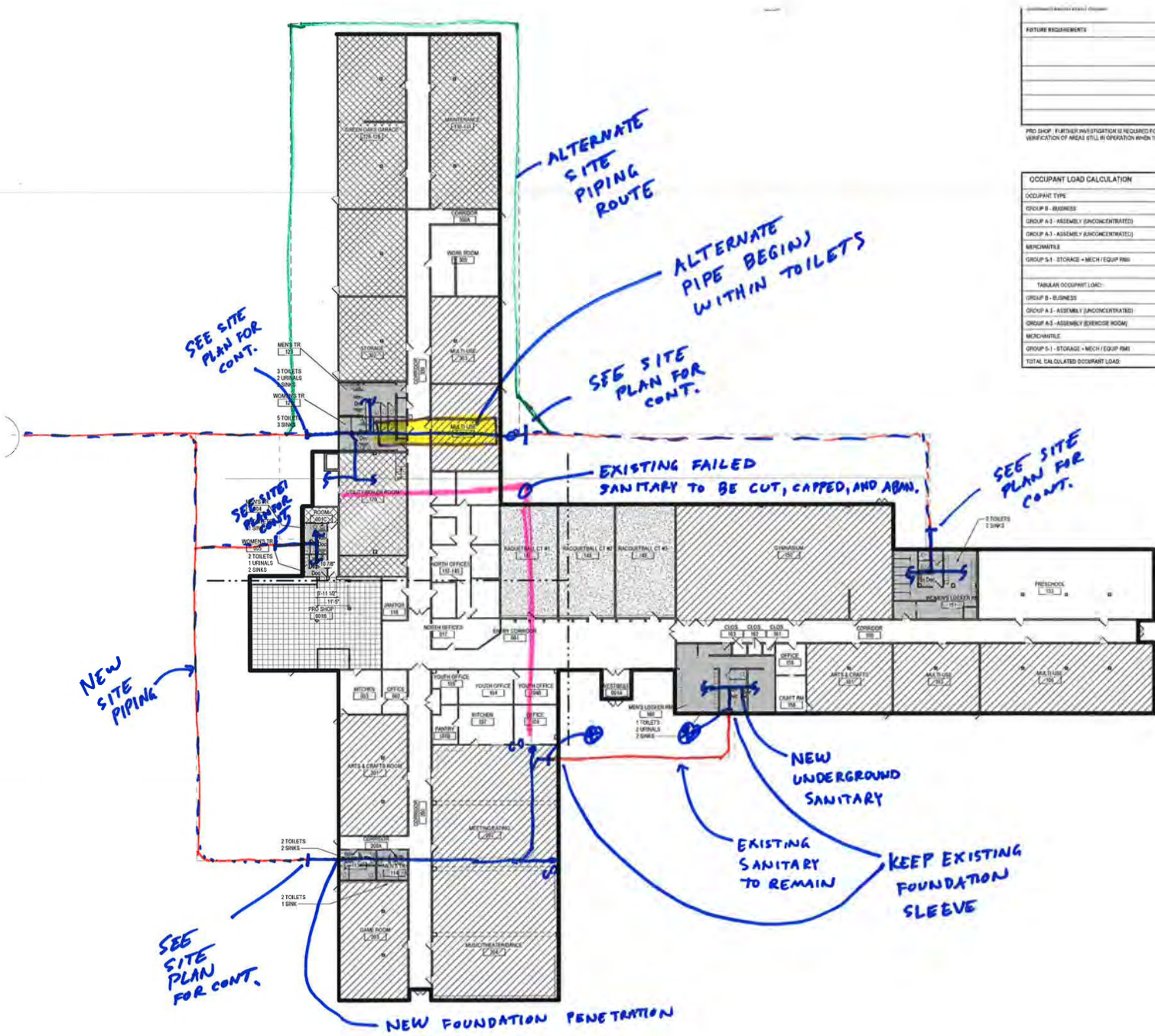
John Hines, CPRP  
Recreation Director

\_\_\_\_\_, 2023

ENCL: Exhibit A - Sewer Evaluation Sketch

Exhibit B - Sewer Evaluation Findings Summary

Design with community in mind



FUTURE REQUIREMENTS	WATER CLOSETS		LAVATORIES		DRINKING FOUNTAINS	REMARKS
	MALE	FEMALE	MALE	FEMALE		
CALC TOTALS	738	1175	510	310	425	
TOTAL REQUIRED	0	12	0	0	5	
TOTAL EXISTING	12	11	0	0	700	
ADDITIONAL TO BE PROVIDED	0	1	0	0	795	

PRO SHOP: FURTHER INVESTIGATION IS REQUIRED FOR FACILITY OPERATOR. VERIFICATION OF AREA IS STILL IN OPERATION WHEN THE PRO SHOP IS LOCKED.

OCCUPANT LOAD CALCULATION			
OCCUPANT TYPE	FLOOR AREA	FLOOR AREA / SF	MICHIGAN BUILDING CODE (IBC)
GROUP B - BUSINESS	10,746 SQUARE FEET	100 SF GROSS	MIC TB 304 1.2
GROUP A-3 - ASSEMBLY (CONCENTRATED)	15,885 SQUARE FEET	15 SF NET	MIC TB 304 1.2
GROUP A-3 - ASSEMBLY (EXERCISE ROOM)	3,151 SQUARE FEET	90 SF NET	MIC TB 304 1.2
MERCANTILE	1,854 SQUARE FEET	80 SF GROSS	MIC TB 304 1.2
GROUP S-1 - STORAGE - MECH / EQUIP RM	6,292 SQUARE FEET	90 SF GROSS	MIC TB 304 1.2
TABULAR OCCUPANT LOAD:		CALCULATED OCCUPANT LOAD:	
GROUP B - BUSINESS		107.46	
GROUP A-3 - ASSEMBLY (CONCENTRATED)		1588.5	
GROUP A-3 - ASSEMBLY (EXERCISE ROOM)		283.2	
MERCANTILE		185.4	
GROUP S-1 - STORAGE - MECH / EQUIP RM		566.28	
TOTAL CALCULATED OCCUPANT LOAD		2630.84	

## Pascoe, Mark

---

**From:** Pascoe, Mark  
**Sent:** Tuesday, August 29, 2023 11:21 AM  
**To:** John Hines  
**Cc:** Zalewski, Caz; Woods, Lindsay  
**Subject:** RE: Ypsilanti Township Community Center Underground Investigation

John—You have 5 min this afternoon for a quick call to discuss potential civil scope to add work outside the building (new sewer leads)?

Thanks,  
mark

---

**From:** Woods, Lindsay <Lindsay.Woods@stantec.com>  
**Sent:** Monday, August 28, 2023 5:33 PM  
**To:** John Hines <jhines@ypsitownship.org>  
**Cc:** Pascoe, Mark <Mark.Pascoe@stantec.com>; Zalewski, Caz <Caz.Zalewski@stantec.com>  
**Subject:** Ypsilanti Township Community Center Underground Investigation

Hi John,

Caz Zalewski from Stantec met with township personnel and Jason from JTW Pipes on Thursday, August 24, 2023 to investigate the route and condition of the underground sanitary line serving the plumbing fixtures associated with the community center. The team used JTW Pipes's camera rig to review the condition, route, and elevation of the sanitary line.

The following information was identified during the investigation:

- When the original toilet group was removed with room 202, the original sanitary double tee fittings serving the toilets were left in place. There are approximately 3 sets of double tee fittings in succession with an additional two sets of wyes immediately adjacent to the double tee fittings.
  - Potential Result: These multiple fittings can cause nuisance blockages based on what material is flushed down the adjacent toilet group.
- The failure that was identified during insurance investigation was confirmed to have failed. The line has a depression within it that routes from 6'-8" below finished floor down to 7'-3" below finished floor and then back up to 6'-11" below finished floor. The minimum code slope is to be 1/8" per foot of fall in the direction of travel below the finished floor.
  - Potential Result: The dip within the sanitary line can cause nuisance blockages as effluent does not have a proper drainage path. In heavy usage pending material flushed down toilets associated with this line, the line can block and cause back ups and slow draining situations.
- A section of the underground cast iron sanitary pipe was observed to have failed with the bottom of the pipe completely eroded. The surrounding soil was observed to be acting as a pipe to carry the effluent away. It was not possible to observe the exact slope. Based on observations, the elevation of the drainage is variable.
  - Potential Result: The failed piping is allowing effluent and black water to flow under the building potential eroding material from under the floor slab. Removal and replacement of the pipe would require removal of the surrounding soil and appropriate fill provided and properly compacted.

Based on the findings of the investigation, Stantec recommends rerouted piping and cut, cap, and abandoning the existing section of failed piping. To accomplish this scope of work, additional sanitary leads will be routed out of the building and the overall project scope would need to be increased to address the findings.

Please review and let us know if you have any questions.

Thank you,  
Lindsay

**Lindsay Woods** AIA, NCARB, LEED Green Associate  
Project Manager

Direct: 248 336-4986  
Mobile: 248 376-7972  
Lindsay.Woods@Stantec.com

Stantec Architecture  
2338 Coolidge Highway  
Berkley MI 48072-1500



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**Please consider the environment before printing this email.**

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



**YPSILANTI  
TOWNSHIP**  
— WHERE YOUR FUTURE GROWS —

Trustees  
John Newman II  
Gloria Peterson  
Debbie Swanson  
Ryan Hunter

To: Charter Township of Ypsilanti Board of Trustees

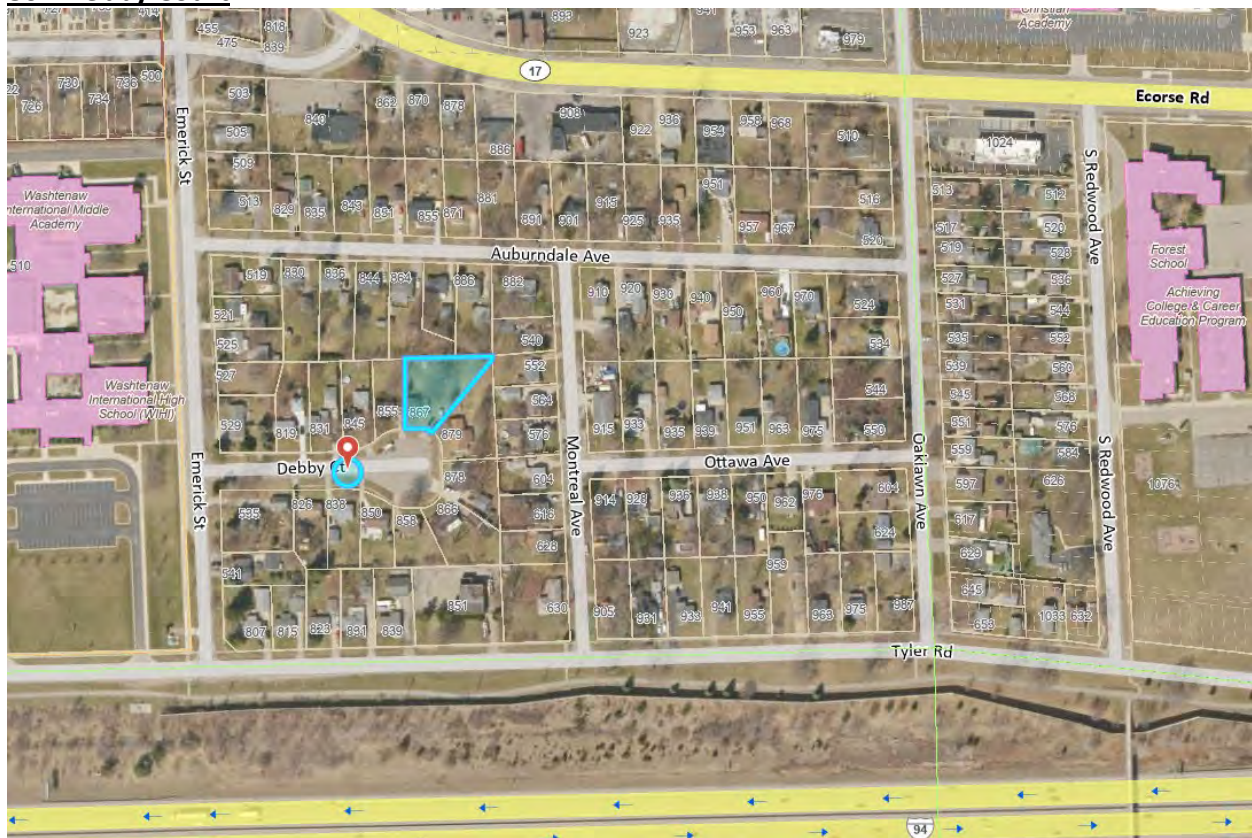
From: Belinda Kingsley, Community Compliance Director

Re: **Request to confirm authorization for Circuit Court litigation to abate a public nuisance at a property identified as 867 Debby Court; funded in account 101-729-801.023.**

Date: September 13, 2023

The Ypsilanti Township Ordinance Department has investigated a public nuisance at 867 Debby Court for which administrative authorization was previously granted to engage legal services to abate said nuisance. Confirmation of that authorization is now requested.

### **867 Debby Court**





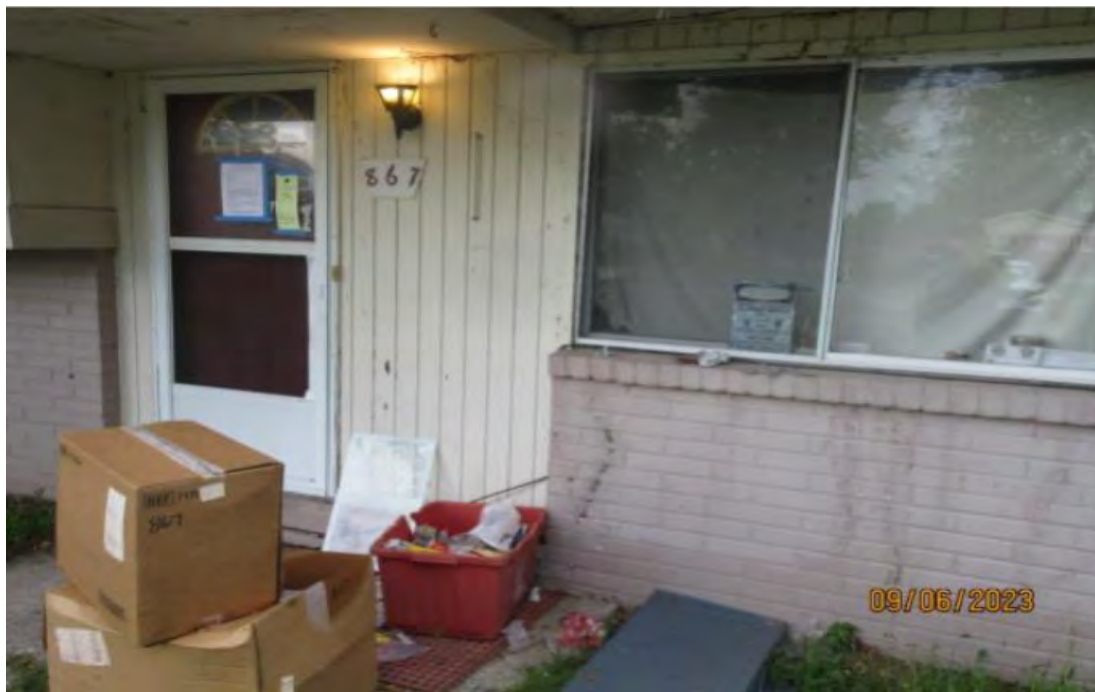
The property identified as 867 Debby Court is located north of Tyler and south of Ecorse, between Emerick and Oaklawn, in an R-5 One-Family Residential zone known as Hill Crest Subdivision. The legal owners are Louis Earl Williams and the Estate of Bobby Gene Williams.

On August 8, 2023, the Township was notified by a neighbor that the vacant home was infested with rats. On August 9, 2023, the Ordinance Department began inspections of the property, and issued a Notice of Violation identifying violations of blight, trash, odors, branches, an inoperable vehicle, damaged fencing and rodent infestation. Additionally, the property was not registered as a vacant structure and the grass height was out of compliance.

Orkin was contacted and performed an inspection of the property. They confirmed the presence of rats and began treatment of the exterior. They also started evaluating and treating the neighboring properties that were being impacted by the infestation. The Township mowing contractor mowed the property.

On September 6, 2023, after being unable to gain cooperation from the property owner to inspect the interior of the property, an Administrative Search Warrant was executed by the Ordinance Department. Photos documenting the unsanitary interior conditions were obtained. A representative from Orkin attended and confirmed the infestation on the interior of the house and began treatment.

At this time, we are requesting authorization to file litigation to bring this property into compliance. Thank you for your consideration and your continued support for our public nuisance abatement efforts.





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



# YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

Trustees  
John Newman II  
Gloria Peterson  
Debbie Swanson  
Ryan Hunter

To: Charter Township of Ypsilanti Board of Trustees

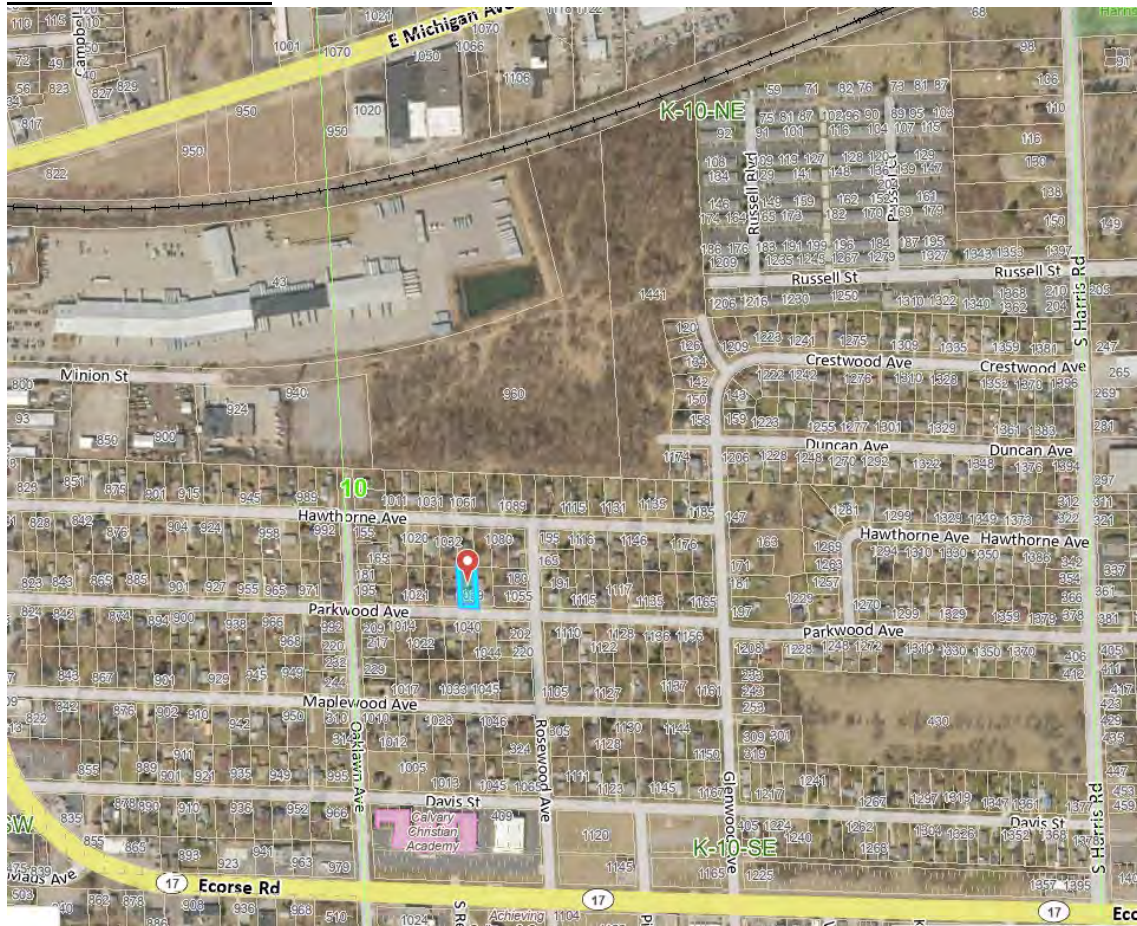
From: Belinda Kingsley, Community Compliance Director

Re: **Request to confirm authorization for Circuit Court litigation to abate a public nuisance at a property identified as 1039 Parkwood Ave; funded in account 101-729-801.023.**

Date: September 13, 2023

The Ypsilanti Township Ordinance Department has investigated a public nuisance arising from a fire, at 1039 Parkwood Ave for which administrative authorization was previously granted to engage legal services to abate said nuisance. Confirmation of that authorization is now requested.

### 1039 Parkwood Ave



The property identified as 1039 Parkwood Ave is located north of Ecorse and south of Michigan Ave, between Hawthorne and Maplewood, in an R-5 One-Family Residential zone known as Hill Crest Subdivision.

On May 29, 2023, the Township's Fire Department responded to a significant fire which occurred at a rental property owned by Richard Fie, who resides in Portville, NY. As a result of the fire and in conjunction with the Fire Incident Report, it was determined that this property is, for all practical purposes, a total loss, and as such this structure (which is now boarded up) needs to be demolished. The demolition is a priority given the fact that it is located in the midst of a densely populated neighborhood. In reviewing the attached photographs, it is clear that this property constitutes an attractive nuisance, and the potential for children to wander onto this property knowing that it is abandoned and getting injured is truly a risk that the Township cannot afford to take.

On June 1, 2023, Ordinance Officer Mike Gooden sent a letter to Mr. Fie advising him that unsightly debris left outside needs to be cleaned up in a timely manner, and the site will be monitored to ensure it remains safe and secure while he determines a path forward. He also requested that the property be registered as a vacant structure. The debris from the fire was not cleaned up, and the property was not registered as a vacant structure.

After not receiving cooperation from the property owner, a Notice of Violation was issued on July 31, 2023, citing the fire damage to the structure that requires demolition, the exterior blight from the fire and hazardous condition of the structure. Mr. Fie was advised to demolish the structure within 30 days.

Although the property owner is well aware of the need to demolish this property given its current condition, he has refused to proceed, which again is having a negative impact upon the adjacent property owners and the neighborhood in general. The fact that this property has been sitting throughout the entire summer in this condition is unacceptable. Additionally, the Township has had the property mowed after the property owner failed to maintain the grass/weeds.

The lawsuit that has been filed is requesting the Circuit Court to issue an Order authorizing the Township to select a contractor to demolish this structure and furthermore to utilize the proceeds from Act 495 to wit: \$15,009 which are currently in escrow to pay for this demolition.

At this time, we are requesting confirmation of the administrative authorization that was provided. Thank you for your consideration and your continued support for our public nuisance abatement efforts.





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



**YPSILANTI  
TOWNSHIP**  
— WHERE YOUR FUTURE GROWS —

Trustees  
John Newman II  
Gloria Peterson  
Debbie Swanson  
Ryan Hunter

To: Charter Township of Ypsilanti Board of Trustees

From: Belinda Kingsley, Community Compliance Director

Re: **Request to receive authorization for Circuit Court litigation to abate a public nuisance at a property identified as 3110 Southlawn St.; funded in account 101-729-801.023.**

Date: September 13, 2023

The Ypsilanti Township Ordinance Department has investigated a public nuisance arising from a fire, at 3110 Southlawn Street, and is seeking authorization to engage legal services to abate said nuisance.

**3110 Southlawn Street**



The property identified as 3110 Southlawn St. is located north of Packard and south of Washtenaw Ave and east of Golfside, in an R-5 One-Family Residential zone known as Westlawn Subdivision. The property is owned by Judith Sorensen, of the same address.

On February 17, 2023, the Township's Fire Department responded to a significant fire which occurred at 3110 Southlawn St. The home has remained vacant since the fire due to the extensive damage to the interior. On August 29, 2023, the Ordinance Department conducted an inspection of the interior by Administrative Search Warrant and issued a Notice of Code Violations, Condemnation and Demolition to the property owner. It was also posted as being uninhabitable and not safe to occupy.

The concern with this property is that the interior of the home contains an excessive amount of contents, including food source for rodents. There is over an inch of standing water in the basement, which may cause mold growth and attract rodents. Although the power to the house has been disconnected, there is a temporary power source running to the house in violation of the Building Code. The grass has not been maintained and a large amount of brush, bushes and weeds around the house is creating a potential rodent harborage.

The fact that this property has been sitting in this condition since February of this year is unacceptable, and a potential health and safety issue for the surrounding neighbors. The house needs to be rehabilitated or demolished, and it cannot remain in an "as is" condition any longer. We are seeking approval to authorize legal action to be initiated.

Thank you for your consideration and your continued support for our public nuisance abatement efforts.









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



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

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**Trustees**  
Ryan Hunter  
John Newman II  
Gloria Peterson  
Debbie Swanson

## MEMORANDUM

To: Board of Trustees

From: Heather Jarrell Roe, Clerk

Date: September 13<sup>th</sup> 2023

RE: Request to approve the Washtenaw County Early Voting Agreement

Board of Trustees,

In November 2022 the voters in our state elected to support proposal two that included many changes to elections. One of the key changes is that our state now has what is known as “early voting.” Early voting will be required to take place nine days preceding the election, to be open for 8 hours a day for each of those days and to be fully staffed as a normal election precinct would be. With the number of days, staffing, and equipment there is a great benefit to entering into a shared agreement with the County Clerk. With the exception of Milan and the City of Ann Arbor, every municipality in Washtenaw County has expressed interest towards a shared agreement. Before you is the agreement that has been prepared and that our office is recommending we enter into. If you have any questions, please reach out to me.

AGREEMENT FOR ELECTION SERVICES

BETWEEN WASHTENAW COUNTY AND ANN ARBOR TOWNSHIP, AUGUSTA TOWNSHIP, CHELSEA CITY, DEXTER CITY, DEXTER TOWNSHIP, FREEDOM TOWNSHIP, LIMA TOWNSHIP, LODI TOWNSHIP, LYNDON TOWNSHIP, MANCHESTER TOWNSHIP, NORTHFIELD TOWNSHIP, PITTSFIELD CHARTER TOWNSHIP, SALEM TOWNSHIP, SALINE CITY, SALINE TOWNSHIP, SCIO TOWNSHIP, SHARON TOWNSHIP, CHARTER TOWNSHIP OF SUPERIOR, SYLVAN TOWNSHIP, WEBSTER TOWNSHIP, YORK TOWNSHIP, YPSILANTI CITY, AND YPSILANTI TOWNSHIP.

This County Early Voting Site Agreement (the “Agreement”) is made between WASHTENAW COUNTY, 200 N. Main, Suite 120, Ann Arbor, Michigan, 48104 and ANN ARBOR CHARTER TOWNSHIP, 3792 Pontiac Trail, Ann Arbor, MI 48105, and AUGUSTA CHARTER TOWNSHIP, 8021 Talladay Road, Whittaker, MI 48190, and the CITY OF CHELSEA, 305 S. Main St., Chelsea, MI 48118, and the CITY OF DEXTER, 8123 Main St., Dexter, MI 48130, and DEXTER TOWNSHIP, 6880 Dexter-Pinckney Road, Dexter, MI 48130, and FREEDOM TOWNSHIP, 11508 Pleasant Lake Rd., Ann Arbor, MI 48103, and LIMA TOWNSHIP, 12172 Jackson Rd., Chelsea, MI 48118, and LODI TOWNSHIP, 3755 Pleasant Lake Rd. Ann Arbor, MI 48103, and LYNDON TOWNSHIP, 17751 N. Territorial Rd., Chelsea, MI 48118, and MANCHESTER TOWNSHIP, 275 S. Macomb, Manchester, MI 48158, and NORTHFIELD TOWNSHIP, 8350 Main St., Whitmore Lake, MI 48189, and PITTSFIELD CHARTER TOWNSHIP, 6201 W. Michigan Ave. Ann Arbor, MI 48108, and SALEM TOWNSHIP, 9600 Six Mile Rd, Salem, MI 48175, and the CITY OF SALINE, 100 N. Harris Rd., Saline, MI 48176, and SALINE TOWNSHIP, 5731 Braun Rd, Saline, MI 48176, and SCIO TOWNSHIP, 827 N. Zeeb Rd., Ann Arbor, MI 48103, and SHARON TOWNSHIP, 18010 W. Pleasant Lake Rd., Manchester, MI 48158, and the CHARTER TOWNSHIP OF SUPERIOR, 3040 N. Prospect Rd., Ypsilanti, MI 48198, SYLVAN TOWNSHIP, 18027 Old US 12, Chelsea, MI 48118, and WEBSTER TOWNSHIP, 5665 Webster Church Rd., Dexter, MI 48130, and YORK TOWNSHIP, 11560 Stony Creek, Milan, MI 48160, and the CITY OF YPSILANTI, 1 S. Huron St., Ypsilanti, MI 48197, and YPSILANTI TOWNSHIP, 7200 S. Huron River Dr., Ypsilanti, MI 48197.

In this Agreement, the county and each municipality will be represented by their respective Clerk in their official capacity.

**PURPOSE OF THE AGREEMENT.** The county and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating one or more joint early voting site(s).

<b>Name of County</b>
Washtenaw

<b>Name of Municipality</b>	<b>Registered Voters</b>	<b># Precincts</b>
City of Chelsea	4763	2
City of Dexter	3606	3
City of Saline	7730	4
City of Ypsilanti	17184	10
Ann Arbor Charter Township	4124	2
Augusta Charter Township	6137	3
Dexter Township	5756	3

Freedom Township	1272	1
Lima Township	3397	2
Lodi Township	5340	3
Lyndon Township	2280	1
Manchester Township	4230	2
Northfield Township	7237	3
Pittsfield Charter Township	29726	13
Salem Twp	5863	3
Saline Township	1991	1
Scio Township	15021	8
Sharon Township	1667	1
Charter Township of Superior	12448	5
Sylvan Township	3052	1
Webster Township	5877	3
York Township	6067	3
Ypsilanti Township	46371	19

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
  - 1.2 **Coordinator** means the individual appointed by the County Clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
  - 1.3 **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an early voting plan are described in MCL 168.720h(3).
  - 1.4 **Election Services** encompasses the following individual Election Services provided by the county or either municipality's Elections Division, if applicable: early voting administration.
  - 1.5 **Legislative Body of the Municipality** means the City or Township Council or Board of Trustees elected or appointed and serving in the municipality.
  - 1.6 **Municipality** means any participating municipality, which are entities created by state or local authority or which are primarily funded by or through state or local authority, including, but not limited to, their Council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
  - 1.7 **QVF** means the Qualified Voter File as described in MCL 168.509m.

1.8 **QVF Controller** means the individual appointed by the County Clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.

1.9 **Site Supervisor** means the participating municipal clerk or a member of the County Clerk's staff who shall act as supervisor for each day of early voting. The County Clerk may appoint a different participating municipal clerk or member of the County Clerk's staff to act as a supervisor for different days of early voting.

2. **PARTIES TO AN AGREEMENT.**

2.1 An Agreement may be entered into between one or more municipalities wholly or partially located within the same county and the County Clerk of that county.

2.2 A municipality located in multiple counties can only enter into an Agreement with one of the counties in which the municipality is located.

3. **SCOPE OF THE AGREEMENT.**

3.1 This Agreement applies to all elections (state, federal, special, odd-year city elections) that affect voters in participating municipalities.

3.2 During special and/or odd-year city elections the County, after consulting with Clerks of municipalities affected by special and/or odd-year city elections and to the extent and manner provided by state law, may temporarily change early vote site locations, days and hours of early voting, poll worker and site supervisor staffing arrangements, and other items included in the attached Plan. However, voters in all participating municipalities shall be provided at least one (1) early vote site during special and/or odd-year city elections.

4. **COORDINATOR.**

4.1 The Washtenaw County Director of Elections (or their equivalent) will serve as coordinator of the joint early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.

4.1.1 In the event that that coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.

4.2 If the coordinator becomes unavailable for any reason, the role will be filled in one of the following ways, as determined by the parties upon execution of this Agreement:

4.2.1 The County Clerk will appoint the new coordinator.

4.2.2 The Elections Program Manager (or their equivalent), as backup coordinator, would assume the responsibilities of coordinator. If the backup coordinator is unavailable for any reason, the County Clerk will appoint the new coordinator.

5. **QVF CONTROLLER.**

5.1 The Washtenaw County Director of Elections (or their equivalent) or County Elections Program Manager (or their equivalent) will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The controller's duties will

involve setting up the necessary voting regions, user access, and application access needed for the sites designated in the Agreement. The QVF controller must meet the security requirements of a QVF user. The QVF controller can be the same as the coordinator as long as the appropriate QVF training is completed.

**6. APPROVAL OF EARLY VOTING SITES.**

- 6.1** Pursuant to MCL 168.662, the County Clerk, after consulting the participating municipal clerks, must submit each early voting site location to the board of county election commissioners for approval.
- 6.2** Each early voting site may serve all electors covered by the county Agreement, the electors in specific municipalities, the electors of one municipality, or any combination of these options, as long as each elector in the county is served by one or more early voting sites.

**7. APPOINTMENT OF ELECTION INSPECTORS.**

- 7.1** The board of county election commissioners is responsible for the appointment of election inspectors.
- 7.2** At least 31 days before each statewide and federal election, the board will appoint for each early voting site at least 3 election inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.
- 7.3** The board will further designate one appointed election inspector from each early voting site as chairperson.
- 7.4** The selection of election inspectors will be governed by MCL 168.674.

**8. APPROVAL OF EARLY VOTING HOURS.**

- 8.1** Prior to the submission of an Agreement or early voting plan, the County Clerk and the clerks of the participating municipalities will do all of the following:
  - 8.1.1** For the nine early voting days guaranteed by the Constitution, decide among themselves the hours that early voting will be provided at the approved joint early voting site or sites and include those hours in this Agreement.
  - 8.1.2** For any dates or hours beyond the dates and hours guaranteed by the Constitution, the County Clerk may set hours without regard to the required hours for early voting on the nine required days of early voting and include those days and hours in this Agreement.
  - 8.1.3** Indicate whether the days and hours specified in this Agreement apply to all elections or only to statewide and federal elections.

**9. NOTICE OF EARLY VOTING HOURS.**

- 9.1** Not less than 45 days before Election Day, the County Clerk and the clerk of each participating municipality will give public notice of the dates and hours for early voting at the joint early voting site or sites by posting of the notice on the county's and each municipality's website and any other publication or posting the clerk considers advisable.

**10. BUDGET AND COST SHARING.**

**10.1** The estimated early voting budget is proposed as follows in item 10.2. This budget may be amended as deemed necessary by the County Clerk due to circumstances that include but are not limited to the type of election occurring; anticipated voter turnout; needs associated with specific early voting sites; the need to acquire equipment, software, or services that will aid in enhancing efficiency and/or service to early voters; and/or changes in state law or promulgated rule.

Recurring costs not offset by grant or other funding provided directly to the County by the State of Michigan specifically for administration of county-coordinated early voting agreements will be shared equally among the participating municipalities. The County will issue an itemized invoice to participating municipalities as needed and within 60 days following each election date during which early voting is administered on behalf of the participating municipality pursuant to this agreement. Payment in full will be made by each municipality within 30 days of receipt of the invoice.

The County will procure equipment necessary to implement early voting pursuant to this plan on a one-time basis. The County will be responsible for one-time implementation costs not offset by grant or other funding provided directly to the County by the State of Michigan specifically for administration of county-coordinated early voting agreements.

**10.2** Estimated budget for recurring expenses.

**Recurring Expenses (each election)**

<b>Labor</b>	<b>High</b>	<b>Low</b>
Poll Worker EV Site Daily Labor	\$ 100,800	\$ 72,000
Receiving Board	\$ 300	\$ 300
Training	\$ 6,720	\$ 4,512
Meals	\$ 5,040	\$ 3,600
<b>County Personnel</b>		
FTE overtime/position modification	\$ 10,666	\$ -
Part-time temp	\$ 3,000	\$ 3,000
Mileage	\$ 885	\$ 885
<b>Polling Place rental</b>		
Polling place rental	\$ -	\$ -
Material transport	\$ 2,000	\$ 2,000
<b>Consumables</b>		
Ballots (blank and emergency pre-printed)	\$ 3,416	\$ 3,416
Test deck/chart	\$ 9,720	\$ 9,720



Precinct supply kits	\$	300	\$	300
Misc other supplies	\$	3,000	\$	3,000
<b>Total Recurring Costs</b>	<b>\$</b>	<b>145,847</b>	<b>\$</b>	<b>102,733</b>

**11. STAFFING AND SUPERVISION**

- 11.1 The coordinator is responsible for ensuring adequate staffing and supervision at early voting sites including selection of the site supervisor who oversees a specific early voting site(s).
- 11.2 The site supervisor shall operate in the same manner and have the same authority as a municipal clerk operates in an election day polling place.
- 11.3 The site supervisors for early voting sites must be listed in the attached Exhibit B.

**12. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).**

- 12.1 Prior to the submission of the Early Voting Plan, the County Clerk and the clerks of the participating municipalities will do all of the following:
  - 12.1.1 Determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at each early voting site.
  - 12.1.2 Determine whether the county or a municipality will provide the tabulators and early voting poll book laptops or other voting equipment.
- 12.2 The board of county election commissioners will be responsible for conducting testing of the electronic voting equipment.
- 12.3 The coordinator will be responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.
  - 12.3.1 If the coordinator is not a clerk, the County Clerk and the clerks of the participating municipalities must decide among themselves which clerk is responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.
- 12.4 Tabulators and early voting poll book laptops used at each joint early voting site must be configured in one of the ways set forth in MCL 168.720j(5).

**13. CLOSING PROCEDURES DURING EARLY VOTING AND ON ELECTION DAY**

- 13.1 During Early Voting, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(8) and 720j(9) and any instructions issued by the Secretary of State
- 13.2 During Early Voting, the coordinator must ensure that specified election materials are secured in compliance with MCL 168.720j(10) and any instructions issued by the Secretary of State.
- 13.3 At the conclusion of Election Day, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(11) and any instructions issued by the Secretary of State.

**14. CANVASS OF EARLY VOTE RETURNS AND REPORTING OF EARLY VOTING RESULTS**

- 14.1** The board of county election commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the County Clerk.
- 14.2** At the conclusion of Election Day, the coordinator must ensure compliance with the canvass and reporting requirements described in MCL 168.720j(11)-(14) and MCL 168.801-810.
- 15. EXECUTION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.**
- 15.1** A county Early Voting Site Agreement must be finalized and signed by the participating county and all municipalities:
- 15.1.1** No later than 125 days before the first regularly scheduled statewide or federal election in each even numbered year.
- 15.1.2** No later than 90 days before a special statewide or federal election.
- 16. EARLY VOTING PLAN.**
- 16.1** No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator will be responsible for ensuring an early voting plan, attached as Exhibit A, is filed with the County Clerk of the county in which the municipalities are located.
- 17. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.**
- 17.1** Not less than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State any changes made a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating county and municipalities. This ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State’s website.
- 18. DURATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.**
- 18.1** This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the County Clerk and each participating municipal clerk.
- 18.2** This Agreement will continue with no fixed termination date.
- 19. CANCELLATION, MODIFICATION, AND TERMINATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.**
- 19.1** If the County Clerk withdraws from the Agreement for any reason, the Agreement will cease to exist and the clerk of each participating municipality must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided.
- 19.2** This Agreement may be modified by a written amendment executed by all parties. If a modification will result in impact to a subset of parties, only, only those parties affected need execute the modification. In the event that the Village of Manchester adopts a city charter and incorporates as a home-rule City on or after November 7, 2023, all parties

agree that the City of Manchester may enter into this Agreement subject to approval by the City of Manchester and Washtenaw County, only.

- 19.3** If the parties terminate Agreement for any reason, the clerk of each participating municipality must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided.
- 19.4** If a party withdraws from the Agreement for any reason, the clerk of the municipality withdrawing from the Agreement must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided. A party to a municipal Agreement may withdraw from the Agreement by providing at least 30 days' written notice to the other Parties to the Agreement.
- 19.5** A Party may not withdraw from the Agreement during the period beginning 150 days before the first statewide November election in an even numbered year and ending on the completion of the county canvass for the statewide general November election in that even numbered year.
- 19.6** If the Agreement covers any elections in addition to statewide and federal elections, a Party may not withdraw from the Agreement during the period beginning 150 days before the election covered under the Agreement and ending on the completion of the county canvass for that election.

**20. ELECTRONIC SIGNATURES AND COUNTERPARTS**

- 20.1** This Agreement may be executed in two or more counterparts, and each counterpart shall become binding when the other(s) has or have been signed as if it had been signed by each party. Facsimile or electronic signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

<b>Jurisdiction</b>	<b>Clerk of Municipality</b>	<b>Signature</b>	<b>Date</b>
Washtenaw County	Lawrence Kestenbaum		
City of Chelsea	Lyn Sebestyen		
City of Dexter	Justin Breyer		
City of Saline	Terri Royal		
City of Ypsilanti	Aaron Smith		
Ann Arbor Charter Township	Rena Basch		
Augusta Charter Township	Kimberly Gonczy		

Dexter Township	Michelle Stamboulellis		
Freedom Township	Valisa Bristle		
Lima Township	Teresa Reynhout		
Lodi Township	Christina Smith		
Lyndon Township	Linda Reilly		
Manchester Township	Danell Proctor		
Northfield Township	Kathleen Manley		
Pittsfield Charter Township	Michelle Anzaldi		
Salem Twp	Del Wensley		
Saline Township	Kelly Marion		
Scio Township	Jessica Flintoft		
Sharon Township	Michelle Mrocko		
Charter Township of Superior	Lynette Findley		
Sylvan Township	Amanda Nimke		
Webster Township	Barbara Calleja		
York Township	Kayleigh Zupi		
Ypsilanti Township	Heather Jarrell Roe		

WASHTENAW COUNTY

ATTESTED TO AND APPROVED

AS TO CONTENT:

\_\_\_\_\_  
Edward R. Golembiewski      Date  
Director of Elections

\_\_\_\_\_  
Gregory Dill                      Date  
Washtenaw County Administrator

APPROVED AS TO FORM BY:

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Michelle Billard

Date

Washtenaw County Corporation Counsel

## Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator is responsible for ensuring an Early Voting Plan, covering the parties to the County Agreement, is filed with the County Clerk of the county.

Not less than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating county and municipalities. This will ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

**Plan Coverage:** County Agreement

### Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Edward Golembiewski	Washtenaw County Director of Elections	<a href="mailto:golembiewskie@washtenaw.org">golembiewskie@washtenaw.org</a>	734-222-6730

### County:

Name of county	Clerk of County
Washtenaw	Lawrence Kestenbaum

### Municipalities:

Name of Municipality	Clerk of Municipality	# Precincts	Registered Voters
City of Chelsea	Lyn Sebestyen	2	4763
City of Dexter	Justin Breyer	3	3606
City of Saline	Terri Royal	4	7730
City of Ypsilanti	Aaron Smith	10	17184
Ann Arbor Charter Township	Rena Basch	2	4124
Augusta charter Township	Kimberly Gonczy	3	6137
Dexter Township	Michelle Stamboulellis	3	5756
Freedom Township	Valisa Bristle	1	1272
Lima Township	Teresa Reynhout	2	3397
Lodi Township	Christina Smith	3	5340
Lyndon Township	Linda Reilly	1	2280
Manchester Township	Danell Proctor	2	4230
Northfield Township	Kathleen Manley	3	7237
Pittsfield Charter Township	Michelle Anzaldi	13	29726
Salem Twp	Del Wensley	3	5863
Saline Township	Kelly Marion	1	1991
Scio Township	Jessica Flintoft	8	15021
Sharon Township	Michelle Mrocko	1	1667
Charter Township of Superior	Lynette Findley	5	12448

Sylvan Township	Amanda Nimke	1	3052
Webster Township	Barbara Calleja	3	5877
York Township	Kayleigh Zupi	3	6067
Ypsilanti Township	Heather Jarrell Roe	19	46371

### Early Voting Location Information:

	Early voting site #1	Early voting site #2	Early voting site #3	Early voting site #4	Early voting site #5	Early Voting Site #6
Region #	1	2	3	4	5	All
Location of site	Tentatively 14 A District Court	Scio Township Hall	Ypsilanti City Freight house	Pittsfield Township Admin. Building	Ypsilanti Township Civic Center	Washtenaw County Learning Resource Center
Municipalities served at site	Regional site: City of Chelsea, City of Manchester (contingent upon adoption of charter), Dexter Township, Freedom Township, Lima Township, Lyndon Township, Manchester Township, Sharon Township, Sylvan Township	Regional site: City of Dexter, Ann Arbor Township, Northfield Township, Scio Township, Webster Township	Regional site: City of Ypsilanti, Salem Township, Superior Township	Regional site: City of Saline, Lodi Township, Pittsfield Township, Saline Township, York Township	Regional site: Augusta Township, Ypsilanti Township	Central site: All 23 cities and townships subject to this agreement
Number of Election Inspectors at site	8	8	8	10	10	10
Is this an EV site for all 9 days of Constitutionally-required early voting? (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes
Hours for 9 days of Constitutionally-required early voting	9am – 5pm	9am – 5pm	9am – 5pm	9am – 5pm	9am – 5pm	9am – 5pm
How many (if any) additional days of early voting will be provided at this site?	0	0	0	0	0	0
Is this site ADA compliant?	Yes	Yes	Yes	Yes	Yes	Yes
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	Yes	Yes	Yes	Yes	Yes	Yes





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



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

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**Trustees**  
Ryan Hunter  
John Newman II  
Gloria Peterson  
Debbie Swanson

## MEMORANDUM

To: Board of Trustees

From: Heather Jarrell Roe, Clerk

Date: September 13<sup>th</sup> 2023

RE: Request to cancel the November 7<sup>th</sup> board meeting due to an election

Board of Trustees,

Please accept this as a request to cancel the November 7th board meeting due to an election being held that day.

Thank you,  
Heather Jarrell Roe, Clerk

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



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

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**Trustees**  
Ryan Hunter  
John Newman II  
Gloria Peterson  
Debbie Swanson

## MEMORANDUM

To: Board of Trustees

From: Heather Jarrell Roe, Clerk

Date: September 15<sup>th</sup> 2023

*RE: Request to set a public hearing for a special assessment district for Woodlawn St. South of Ecorse Rd, to be held on October 17<sup>th</sup> 2023 at approximately 7pm.*

Board of Trustees,

We are in receipt of petitions that have been verified by the assessing department to be in proper order to set a public hearing for the purpose of a streetlight special assessment district. The property owners who reside in the district will be notified by mail of the public hearing, and provided information on cost, location, and type of lighting to be installed.

Thank you,  
Heather Jarrell Roe, Clerk



## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor  
Laurie Lutomski, Community Resource Coordinator

Date: September 13, 2023

**RE: Request to approve furnishing the Community Network Center at 1405 Homes Road in the amount of \$5,595.78, budgeted in line 266-303-975.135**

We are requesting approval to furnish the new Community Network Center, opening at the former Police substation located at 1405 Holmes Road.

The new Community Network Center will bring much needed services to Township residents in the community where they live. These services will include financial and credit counseling, individualized case management and tax services for seniors, completing paperwork to sign up for government benefits (social security, Medicare), group meetings (Hoarding Task Force, Clutter Busters, etc). These service providers include Friends In Deed, Jewish Family Services, Washtenaw County Community Mental Health, A Brighter Way, Home of New Vision, and more.

Currently, many residents need to travel to agencies located outside their neighborhood, which presents a significant barrier to many individuals, and prevents them from utilizing services available. This Center also increases collaborations with non-profit and governmental agencies and the Township, which by extension shines a light on the needs of the individuals who reside here. It is our hope that easing access to needed services will allow our residents to Thrive in their community.

With these goals in mind, we are excited to get the Center ready to serve our residents. The flooring installation approved at the August 15, 2023 meeting is being completed this week, and the next step is to order furniture. Listed below are quotes and recommendations (bolded) for the furniture.

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



# YPSILANTI TOWNSHIP

— OFFICE OF THE SUPERVISOR —

Trustees  
Ryan Hunter  
John Newman II  
Gloria Peterson  
Debbie Swanson

### 72" table (Quantity of two needed):

- |                             |                 |
|-----------------------------|-----------------|
| 1. <b>Webstaurant Store</b> | <b>\$252.49</b> |
| 2. Global Industrial        | \$287.95        |
| 3. Amazon                   | \$425.99        |



### Meeting Chairs (Quantity of 44 needed)

- |                      |                             |
|----------------------|-----------------------------|
| 1. <b>Amazon</b>     | <b>\$190 for set of two</b> |
| 2. Uline             | \$190.00 set of two         |
| 3. Global Industrial | \$258.95 for one chair      |



### Guest Waiting Chairs (Quantity of 2 needed)

- |                      |                           |
|----------------------|---------------------------|
| 1. <b>Amazon</b>     | <b>\$102.46 per chair</b> |
| 2. Uline             | \$70 per chair            |
| 3. Webstaurant Store | \$79.99 per chair         |

Reason: Requesting to go with higher quote due to material of chair being easier to clean.



### 55" TV Monitor

- |                             |                 |
|-----------------------------|-----------------|
| 1. <b>Insignia Best Buy</b> | <b>\$269.99</b> |
| 2. TCL Best Buy             | \$279.99        |
| 3. TCL Amazon               | \$299.99        |



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



# YPSILANTI TOWNSHIP

— OFFICE OF THE SUPERVISOR —

Trustees  
Ryan Hunter  
John Newman II  
Gloria Peterson  
Debbie Swanson

## TV Stand

- |                 |                |
|-----------------|----------------|
| 1. Walmart      | <b>\$88.90</b> |
| 2. Home Depot   | \$139.77       |
| 3. Office Depot | \$129.99       |



## 32" Round Table

- |                      |                 |
|----------------------|-----------------|
| 1. Webstaurant Store | <b>\$106.99</b> |
| 2. Home Depot        | \$169.99        |
| 3. Office Depot      | \$449.71        |



## 48" Round Table

- |                      |                 |
|----------------------|-----------------|
| 1. Webstaurant Store | <b>\$288.99</b> |
| 2. Uline             | \$240.00        |
| 3. Amazon            | \$409.99        |

Reason: Base of lowest bid obstructs access for people utilizing wheelchairs

Total **5,595.78**



Thank you for your consideration.

**CHARTER TOWNSHIP OF YPSILANTI  
2023 BUDGET AMENDMENT # 12**

September 19, 2023

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$29,800.00**

Request to increase the budget for a special election in November to be reimbursed by Lincoln Community Schools covering 6 precincts and 1 AVCB. This will be funded by reimbursement.

<b>Revenues:</b>	<b>Reimbursement Elections</b>	<b>101-000-676.006</b>	<b>\$25,100.00</b>
		<b>Net Revenues</b>	<b><u><u>\$25,100.00</u></u></b>
<b>Expenditures:</b>	<b>Appointed Officials</b>	<b>101-262-704-000</b>	<b>\$13,600.00</b>
	<b>Overtime</b>	<b>101-262-709.000</b>	<b>\$1,700.00</b>
	<b>Office Supplies</b>	<b>101-262-727.000</b>	<b>\$2,300.00</b>
	<b>Postage</b>	<b>101-262-730.000</b>	<b>\$6,000.00</b>
	<b>Travel</b>	<b>101-262-860.000</b>	<b>\$400.00</b>
	<b>Publications</b>	<b>101-262-900.000</b>	<b>\$100.00</b>
	<b>Equipment Rental &amp; Leasing (Moose Lodge rental)</b>	<b>101-262-941.000</b>	<b>\$1,000.00</b>
		<b>Net Expenditures</b>	<b><u><u>\$25,100.00</u></u></b>

Request to increase the budget for supplies needed for the February Presidential Primary. This will be funded by an appropriation of prior year fund balance.

<b>Revenues:</b>	<b>Prior Year Fund Balance</b>	<b>101-000-699.999</b>	<b>\$4,700.00</b>
		<b>Net Revenues</b>	<b><u><u>\$4,700.00</u></u></b>
<b>Expenditures:</b>	<b>Office Supplies</b>	<b>101-262-727.000</b>	<b>\$4,700.00</b>
		<b>Net Expenditures</b>	<b><u><u>\$4,700.00</u></u></b>

Motion to Amend the 2023 Budget (#12)

Move to increase the General Fund budget by \$29,800 to \$14,653,388 and approve the department line item changes as outlined.

# **AUTHORIZATIONS AND BIDS**

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# CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

## FIRE MARSHAL DIVISION

222 South Ford Boulevard, Ypsilanti, MI 48198



## MEMORANUM

To: Brenda Stumbo, Supervisor  
Stan Eldridge, Treasurer  
Heather Jarrell Roe, Clerk  
Board of Trustees

From: Fire Marshal / Interim Chief Steve Wallgren

Date: September 11, 2023

Subject: Board approval to accept low bid for the fence project at 20 S. Hewitt Rd. (Fire station #3). Budgeted in line item: #217-901-976-005 for **CAPITAL OUTLAY - FIRE STATION - FY 2023**

I would like for this Memo to serve as my request for the Board to consider the approval of the bids for the fence replacement at 20 S. Hewitt Rd. (Station #3).

We received 3 bids for the work.

-Complete Fence	- \$34,500
-Nationwide Construction	- \$23,750

-Associated Fence	- \$21,300
-Change order	<u>+\$500</u>
-Total	\$21,800

In the process of determining how the fence will interact with the utility shed placement along the south side of Station #3 it was determined the most practical and astatically pleasing combination of fence and shed would be to encompass the shed with the fence. This does not add lineal fence footage, but it does require unanticipated concrete boring by the Fence company. I Inquired with Associated fence as to the increased cost and I have attached their change order document to this Memo. I would like for the board to consider the approval of the Bid from Associated Fence Plus the Change order amount of \$500. They were and still are the lowest bid, they do quality work, and they are an Ypsilanti Township Business.

Thank you for your time and consideration.

# ASSOCIATED FENCE

## Invoice

Owner: David W. Rose

1019 N. Pasadena

Ypsilanti, MI 48198

Phone:

(734) 485-8383

e-mail: [AssociatedFence@gmail.com](mailto:AssociatedFence@gmail.com)

TO:

Ypsilanti Township Fire Department

ATTEN: Fire House #3 (Hewitt Rd.) fence project

DATE: 9/8/23

RE: Change Order for concrete breaks due to fence relocation

Total Amount of Change Order: \$500.00

Total Proposal:

**\$21,800**

## Associated Fence

### Fence Proposal:

Fire Station #3- 20 S. Hewitt  
Vinyl Fencing Replacement Project

- Associated Fence proposal- \$21,300
- Insurance included
  - We will add Ypsilanti Township as additional insured upon signature of contract
- Existing fence will be removed, hauled away and properly disposed of
- Specs for new material included
- No down payment required
- Full payment upon completion and satisfaction of installation and invoice date
  - Net 30 on payment
  - Cash or check only
- Local contractor in community for 45 years
- Services Ypsilanti Township Parks and Recreation accounts for 30+ years
- Lifelong Ypsilanti Township resident
- We will meet or exceed all specifications and qualifications of this bid



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

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

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## Fire Station #3 – 20 S. Hewitt Vinyl Fencing Replacement Project SPECIFICATIONS

The Charter Township of Ypsilanti requirements for this project are as follows:

### ADHERENCE TO CONTRACT PROVISION CHECKLIST:

- **Prevailing Wage Provision** (If Applicable).
  - **Bonds:** (If project/bid is over \$25,000.00)
  - **Performance Bond:** (If required usually equal to amount of the bid)
  - **Maintenance & Guarantee Bond:** (If required)
  - **Bid Bond or Surety Bond:** (If required usually 5% of bid)
  - **Insurance Certificates:** Workers Compensation - \$500,000 limit each accident. General Liability – (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) must include 60 day written notice for change of coverage cancellation or non-renewable coverage
  - **Protective Policy:** (combined single limit of \$1,000,000.00 each occurrence for bodily injury & property damage) Must Name “The Charter Township of Ypsilanti and it’s past, present, and future elected Officials, Appointed Commissions and Boards, Agents and Employees shall be named as “Additional named Insured” (unless otherwise approved by the Township Attorney) on the General Liability Policy with respect to the services provided under this Contract”.
  - **Automobile Liability:** covers owned, hired and non-owned vehicles with personal protection insurance and property protection. Includes residual liability insurance with a combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
  - **Builder’s Risk:** (Required if over \$25,000.00)
  - **Umbrella Policy/Excess Coverage:** (Optional)
  - **Correct Coverage Amounts – Township Named as “Additional Named Insured”**
- 1) Pre-bid meeting on TBD (Optional)
  - 2) 2 to 3 copies of bid

The Charter Township of Ypsilanti general requirements for this project are as follows:

- PERMITS: The Contractor shall furnish and pay for all permits and inspections required for his work.
- CODES: All work performed shall comply with all applicable codes and ordinances including all Building Codes, Mechanical Codes, Plumbing Codes, Electrical Codes and Fire Codes. If required by the local codes the building systems affected by this work shall be brought up to current code unless grandfathered under the code.
- EQUIPMENT SIZING: All contractors are responsible for determining the appropriate equipment size. It is required that the contractor have a licensed professional engineer verify the equipment size.
- CONTRACTOR to provide a detailed list with the quote of all new equipment, appliances, fixtures and supplies replaced.

**PRICING SHALL INCLUDE:**

- Performance and Payment Bond costs
- Prevailing Wage Labor Rates
- Costs of all Permits and required inspections
- Costs of all Engineering and Architectural drawings and seals if required
- All applicable taxes. Include all special taxes that may be assessed locally on contract work such as a "Business Tax" or "Contractor tax" for the privilege of doing business in the City, County or other Government jurisdiction.

**PROPOSAL DELIVERY:**

- Scaled envelope with two (2) copies of the proposal marked Fire Department Bid for Fire Station #3 Vinyl Fencing Project delivered in person to: Ypsilanti Township Clerk Office, 7200 S. Huron River Drive Ypsilanti, MI 48198 attention Deputy Clerk L. Stanfield
- Hard copy of the proposal with two (2) copies mailed at least 5 business days in advanced to arrive by due date to:

Charter Township of Ypsilanti Clerk's Office  
Attention: Deputy Clerk L. Stanfield  
7200 South Huron River Drive  
Ypsilanti, MI 48197  
734-484-4700

- Please direct any questions in writing to Fire Chief Eric Copeland at [ecopeland@ytown.org](mailto:ecopeland@ytown.org) or Lieutenant Scott Gehringer at [sgehringer@ytown.org](mailto:sgehringer@ytown.org)

**Due Date: Bids are due on or before TBD.**

## Vinyl Fencing Specifications

The project is for the removal of existing wood (privacy/semi-privacy) fencing approximately 350 feet along the West to South property line, and eastward along the South property line to mid/south of building/structure northward and replacement with PVC vinyl (privacy/semi-privacy) fencing with PVC vinyl covered post sleeves and caps, and install a gated opening (6 ft maximum) at S/SE corner of property.

### REMOVE:

Existing wood privacy/semi privacy fencing 6x8 sections including posts, top & bottom railings, and attachments.

### REPLACE WITH:

PVC Vinyl privacy/semi privacy 6x8ft sections according to specifications and install 6ft gate opening at E/SE corner

### PVC VINYL FENCING SPECIFICATIONS:

- 6 X 8 ft. PVC vinyl sections with 6" inch panels privacy/semi privacy
- Top railing 1.5 inch x 5.5 inch minimum PVC vinyl
- Bottom railing 1.5 inch x 5.5 inch minimum PVC vinyl
- Posts – PVC vinyl sleeves covering
- Post caps – PVC vinyl
- Gate opening – PVC vinyl privacy/semi privacy panels with metal hinges and hasp/lock

For questions, please write Fire Chief Eric Copeland at [ecopeland@ytown.org](mailto:ecopeland@ytown.org) if no response contact Lieutenant Scott Gehringer at [sgehringer@ytown.org](mailto:sgehringer@ytown.org) respectively.

# ASSOCIATED FENCE CO., LLC.

1500

Owner: David W. Rose

1019 N. Pasadena  
Ypsilanti, MI 48198

Phone: (734) 485-8383  
E-Mail: mrose1065@comcast.net

Name Ypsilanti Township Fire Job Site Hewitt  
Address S. Hewitt Station City Ypsilanti Twp

Phone No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_ Fax No. sdgehringer@yahoo.com  
We propose to furnish, deliver, and erect the following, as per ground plan measurements herewith:

Fence Type:  
Chain-link:

Wood:

Gates:

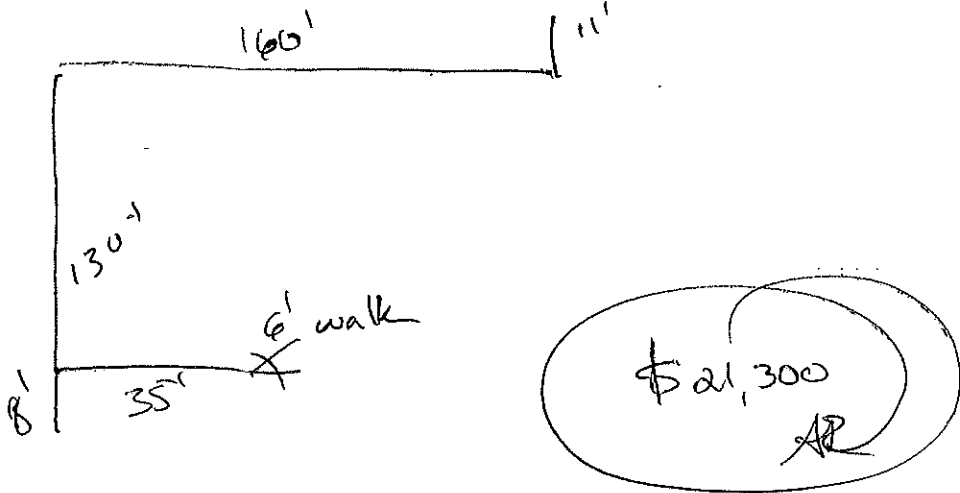
Height: Type: Gauge:  
4 ft. Galvanized 9  
5 ft. Vinyl 11  
6 ft. \_\_\_\_\_ Commercial

6' Cedar Dog-Ear \_\_\_\_\_  
6' Stockade \_\_\_\_\_  
Other \_\_\_\_\_

3' walk \_\_\_\_\_  
4' walk \_\_\_\_\_  
Double-Drive \_\_\_\_\_  
6' walk X

Other: white PVC (6' privacy)

## PROPERTY AND FENCE PLAN



## AGREEMENT

If proposal is accepted, please sign and return the white copy to Associated Fence Co. LLC at above address. The above proposal, when accepted by both parties hereto, becomes a Contract between the two parties and is not subject to Countermand. Owner is to establish lot lines, grade, and remove all obstructions from lot lines, unless otherwise provided for in writing. Contractor shall not be liable for delays caused by strikes, weather conditions, delay in obtaining materials, or any other causes beyond his control. Fence will be built to average general grade in disregard to unevenness of ground. If survey or building permit is necessary, the property owner is responsible for costs and will be responsible for obtaining the service. Owner agrees that in the event of cancellation of this Contract before work has started, owner shall pay Contractor, on demand, Twenty-five percent (25%) of the Contract price as stipulated damages for the breach. Verbal agreements other than expressed on this contract are not binding. The purchaser shall accept responsibility for loss or damage of materials on the job site in the absence of Contractor personnel.

ASSOCIATED FENCE CO., LLC

Salesman ARose

Date 6/19/23

Total Bid Price \$ 21,300  
(One-half due when posts are set, balance due upon completion)

Accepted: \_\_\_\_\_  
(owner (or other responsible party)  
Date: \_\_\_\_\_

**RENEWAL DECLARATION \* \* EFFECTIVE 08/25/22**
**N 22**

POLICY NUMBER		POLICY PERIOD		AGENCY	P
CPP 9460111		FROM 08/25/22	TO 08/25/23	0001136	00
NAMED INSURED AND ADDRESS				AGENCY	ACCT#
ASSOCIATED FENCE LLC  1019 N PASADENA ST YPSILANTI MI 48198				0001136	Z649460111
INSURED SINCE: 08/2002 THIS POLICY IS BILLED BY THE COMPANY-I					

**POLICY INCEPTION 12:01 A.M. STANDARD TIME AT THE ADDRESS STATED ABOVE**
**THE INSURED IS LTD LIABILITY COMPANY**
**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**
**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES AND COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$46
SECURITY BREACH RESPONSE	\$35
CERTIFIED ACTS OF TERRORISM	INCL
COMMERCIAL GENERAL LIABILITY COVERAGE	\$426
CERTIFIED ACTS OF TERRORISM	INCL
COMMERCIAL INLAND MARINE COVERAGE	\$53
CERTIFIED ACTS OF TERRORISM	INCL
<b>TOTAL PREMIUM:</b>	<b>\$560</b>

**FORMS APPLICABLE TO ALL COVERAGE PARTS:**

IL 00 17 1198	COMMON POLICY CONDITION
PD 05 57 1120 *	TERRORISM NOTICE AND REJECTION FORM
PD 01 55 0503N	NOTICE TO MICHIGAN COMMERCIAL POLICYHOLDER
PD 05 49 1120N	NOTICE-IL 09 35 EXCL CERTAIN COMPUTER-RELATED LOSS
PD 05 52 1120N	NOTICE - CG 21 06, CG 21 09, CG 40 04, PD 05 01

**"N" DENOTES SPECIAL POLICYHOLDER NOTICE**



COMMON POLICY DECLARATIONS  
 SELECTED CONTRACTORS POLICY

RENEWAL DECLARATION \* \* EFFECTIVE 08/25/22

N 22

POLICY NUMBER	POLICY PERIOD		AGENCY	P
	FROM	TO		
CPP 9460111	08/25/22	08/25/23	0001136	00
NAMED INSURED AND ADDRESS			AGENCY	ACCT#Z649460111
ASSOCIATED FENCE LLC			TEL. NO. 248-335-0000	
1019 N PASADENA ST			HUB INTL MW-LTD-BLOOMFIELD	
YPSILANTI MI 48198			31440 NORTHWESTERN HWY	
INSURED SINCE: 08/2002			FARMINGTON HILLS MI 48334	
THIS POLICY IS BILLED BY THE COMPANY-I				

POLICY SCHEDULE OF NAMES AND ADDRESSES

LOCATION(S) OF PREMISES.

LOCATION 001  
 1019 N PASADENA ST  
 YPSILANTI MI  
 48198 4229

MORTGAGE HOLDERS / LOSS PAYEES / ADDITIONAL INSUREDS / WAIVER OF SUBRO

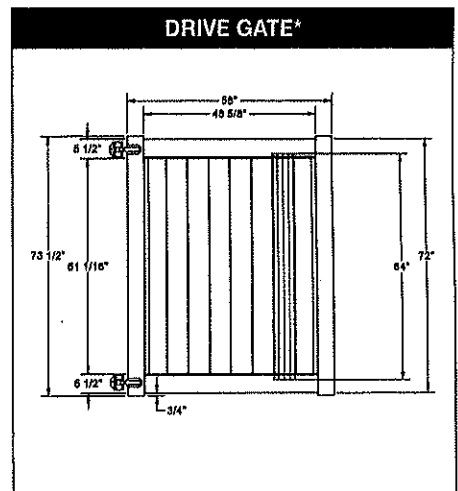
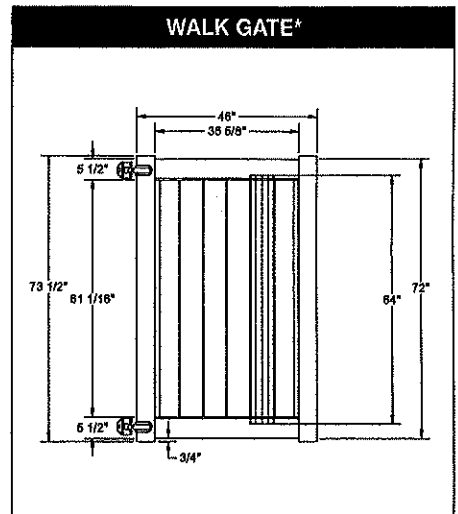
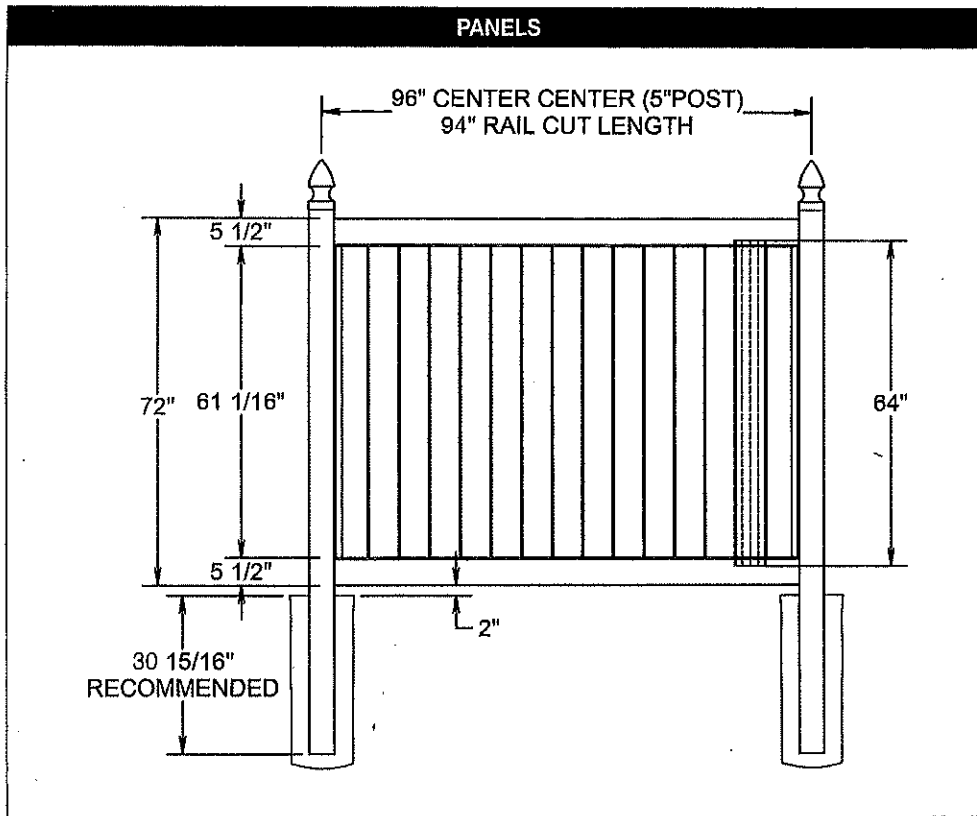
ADDITIONAL INSURED  
 CG 20 10 2-014  
 BENCHMARK MANAGEMENT OF  
 MICHIGAN INC  
 214 S HEWITT RD  
 YPSILANTI MI  
 48197

# 6 H X 8 W — SOLID PRIVACY (72" HIGH)

DESCRIPTION	UNIT QTY	White		Tan		Black	
		MH PART#	MFG#	MH PART#	MFG#	MH PART#	MFG#
6'x8' Solid Privacy Panel (72"), 1 3/4"x5 1/2" Rail	14	10827W	73040194	10827T	73040200	10827K	73040206
5"x5"x108" Line Post	54	10828W	73040195	10828T	73040201	10828K	73040207
5"x5"x108" Corner Post	54	10830W	73040196	10830T	73040203	10830K	73040208
5"x5"x108" End Post	54	10829W	73040197	10829T	73040202	10829K	73040209
5"x5"x80" Short Bottom Line Post	54	TPN**	73047055	TPN**	73047056	TPN**	73047057
5"x5" Pyramid Post Top	160	532944	73003093	532940	73003769	10022K	73024883
5"x5" Internal Post Top	200	521824	73007092	521820	73007093	10023K	73024884
6'x46" Solid Privacy Walk Gate (72")	14	10831W	73040198	10831T	73040204	10831K	73040210
6'x58" Solid Privacy Drive Gate (72")	14	10832W	73040199	10832T	73040205	10832K	73040211



\*\*Creation of a Temporary Part Number (TPN) required.

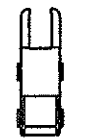


FENCE PANEL COMPONENTS	
DESCRIPTION	QTY
(2) 61108704 WHT DEC / (1) 34101873 ALL	1
.875X6X64 W/.035W EXTR T&G	15
1.02X1.378X61.5 EXTR U-CHANNEL	2

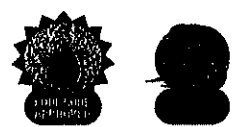
HARDWARE	Black
	SKU
Boerboel® Heavy-Duty Contemporary Wrap Hinge	73014300
Boerboel® Gate Handle	73014320
Boerboel® Gate Stop	73014321
Boerboel® 24" Heavy-Duty Drop Rod	73014305
GardDog™ Locking Gravity Latch 2-Sided Key Access	73024418
5"x5"x106" Gate Post Insert	73003463

Hinges 1/2 - 1 1/4" Gap  
Latch 3/8" - varies

\* Do NOT use cross brace on gates when installing around a pool.



Rail Profile



Alternative options available for post tops, gate post inserts and other accessories. See pages 99-102 for more information.







**NATIONWIDE  
CONSTRUCTION GROUP**  
An RMD Holdings, Ltd. Company  
An Equal Opportunity Employer

Corporate Office - 69951 Lowe Plank Road, Richmond, MI 48062  
Mailing Address - PO Box 458, Richmond MI 48062  
Phone (586) 749-6900 | Fax (586) 749-6900  
[www.nationwide-companies.com](http://www.nationwide-companies.com)

August 16, 2023

**Re: Charter Township of Ypsilanti – Fire Station #3 – Vinyl Fencing Replacment**

Nationwide Construction Group respectfully submits the following quote to furnish and install the following at the above referenced location:

**SCOPE OF WORK:**

- Remove approximately 350 LF of Existing Wood Privacy Fence along property line and returning to building; Replace with approximately 350 LF of 6' High PVC Privacy Fence (COLOR: White) per bid documents.

**BASE BID: \$23,750.00**

\* Prevailing Wage Rates Applied per Bid Documents

Terms and Conditions:

1. Nationwide Const. Group is not responsible for locating, repairing or replacing any private underground utilities, sprinkler lines etc. (MISS DIG WILL BE CALLED PROIR TO INSTALLATION)
2. Nationwide Construction Group is a non-union company and will not enter into any type of Project Labor Agreement.
3. Any clearing, grading or staking of fence and or property line to be done by others.
4. All material, tax and labor included.
5. Any unforeseen conditions below grade which hinders post driving/digging operations will be subject to additional hourly rates.
6. This proposal in its entirety must be incorporated into any Subcontract Agreement between Nationwide Construction Group and the Contractor.
7. This proposal is conditioned upon acceptance of the Owner or General Contractor's Subcontract language by Nationwide Construction Group.
8. This proposal does not include DBE, MBE, WBE or any other specialty designation allowances.
9. This proposal does not include allowances for any bonds or dues.
10. This proposal is based on (Prevailing Wages), if different please advise.

Thank you for letting us quote your project needs, if there are any questions, please do not hesitate to call me at (586) 206-9587.  
Respectfully Submitted

*S Wasik*

Scott Wasik  
Project Manager  
RMD Holdings/dba/Nationwide Construction Group - 69951 Lowe Plank Rd

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



**YPSILANTI  
TOWNSHIP**  
— WHERE YOUR FUTURE GROWS —

Trustees  
John Newman II  
Gloria Peterson  
Debbie Swanson  
Ryan Hunter

## MEMORANDUM

To: Charter Township Board of Trustees

From: Police Steering Committee (Treasurer Eldridge, Trustees Newman & Hunter)

CC: Javonna Neal, Accounting Director

Date: September 12, 2023

RE: **Request to approve the Request for Proposal (RFP), that seeks to determine “Actual Costs” for Police Services in Ypsilanti Township, as submitted by Ernat Consulting.**

The Charter Township of Ypsilanti Police Steering Committee is requesting that the Board of Trustees approve the Request for Proposal, as submitted by Ernat Consulting, that will seek a Consultant, or Consulting Firm, to assist in determining the “Actual Costs” for a Police Services Unit (PSU) in Ypsilanti Township, pursuant to the current contract for police services with the Washtenaw County Sheriff’s Office.

The selected Consultant, or Consulting Firm, may also make a determination and/or an assessment as to whether the creation of a Charter Township of Ypsilanti Police Department is a viable option moving forward.

Respectfully submitted,

Police Steering Committee



# MUNICIPAL POLICE FORCE FEASIBILITY STUDY

Ypsilanti Charter Township, Michigan

RFP ISSUE DATE: DATE???  
RESPONSE DUE BY: DATE???

7200 South Huron River Drive  
Ypsilanti, MI 48197

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

## OBJECTIVE

Review existing contracts and correspondence with the Washtenaw County Sheriff's Department ("WCSD") and Washtenaw County Board of Commissioners ("BOC") for law enforcement services to a.) determine current pricing on a per service unit basis and b.) explore the feasibility of creating a municipal police force in Ypsilanti Charter Township ("Township") to replace those services with comparable services.

## Background

Ypsilanti Charter Township is located on the eastern edge of Washtenaw County, Michigan with the City of Ypsilanti to the north, Van Buren Township and Belleville to the east, Pittsfield Township and the City of Ann Arbor to the west and Willis and Augusta Townships to the south. Ypsilanti Township is the largest township in Washtenaw County and the seventh largest in the State of Michigan. The Township includes landmarks such as the historic Willow Run Airport, home of the original Rosie the Riveter, and regional destinations such as Ford Lake, Ford Lake Hydroelectric Dam, Eagle Crest golf course, and Rolling Hills waterpark.

The Township is 31.72 square miles in size with nearly 55,000 residents as of the 2020 census. The Township mostly surrounds the City of Ypsilanti but the two are governed autonomously. The Township closely borders, Eastern Michigan University, Washtenaw Community College and St. Joseph Trinity Hospital and Health Care Center.

Ypsilanti Township is governed by an elected seven-member Board of Trustees. The Supervisor, Clerk and Treasurer are full-time administrators that manage the day-to-day operations of the community; four elected Trustees serve part-time on the Board. All Board Members are elected at-large and play an important role in setting policy and managing the financial aspects of the community. The Township employs approximately 90 people full-time, as well as several part-time and seasonal employees to staff the various departments that comprise the organizational structure.

## CONTEXT

As part of its commitment to maintaining justice and a high quality of life for its residents, the Township is in the process of re-

## 2022 Census Information

YPSILANTI TOWNSHIP IS 57% WHITE NON-HISPANIC, 7% LATINO, AND 32% BLACK.

THE CITY'S MEDIAN HOUSEHOLD INCOME IS \$61,265,

RESIDENTS OF TOWNSHIP ARE LARGELY HOMEOWNERS; 57%.

RESIDENTS HAVE A MEDIAN HOME VALUE OF \$176,600.

## Ypsilanti Township - Municipal Police Force Feasibility Study

examining existing public safety contracts with the WCSD and BOC, including costs, personnel levels, and deployment styles.

The Washtenaw County Sherriff and the Washtenaw County Board of Commissions are elected offices and contracts with these offices are vulnerable to modification upon changes in elected leadership. Ypsilanti Township, being the largest Township in Washtenaw County, is very affected by rising costs in services with reduced capacities and lack of input on governance of the Department. The Township has been unsuccessful in its requests for cost justifications from the WCSD and the BOC. The Township needs to understand the true costs of providing policing services in order to make fiscally responsible decisions for the Township.

The Township has contracted with the WCSD for local law enforcement services since XXXX. Since XXXX, the Township and the Sheriff's Department have been supplementing its deployments with a County-wide Community Mental Health millage of XX mils. This millage is set to expire in 2026 and Washtenaw County has not yet confirmed if it will be seeking renewal with the voters of the County. One goal of the Community Mental Health millage was to divert constituents with mental health issues into services instead of jail both in the field and at booking counters Countywide.

### **CURRENT LAW ENFORCEMENT SERVICES**

The current law enforcement contract with Washtenaw County was made effective XXXX and will expire in 2026. The current contract provides for traditional and non-traditional public safety law enforcement services including 35 sworn deputies with rank-and-file supervising officers and support staff delivered based on hours of service.

The cost per public service unit is increasing by over 4% annually starting in 2023. The rationale and actual costs for this compounded increase have not been provided to the Township or other contractors of County services. The County is often unable to supply the 35 contracted positions to the Township due to staffing issues and banks time and the WCSD determines how banked time is used.

As of 2022, general patrol duties are taken care of by 30 deputies under the supervision of 4 sergeants for calls for service, traffic enforcement, probation compliance checks, and criminal investigations, one deputy assigned to traffic safety, and one sergeant, one civilian member, and three deputies assigned 4 or more hours a day to the Community Action Team used for community crime issues. Additionally, the Township pays annually for a Neighborhood Watch full-time position, juvenile resource deputy full-time, and co-response unit which includes a community mental health worker for responses.

In addition to the Township contracted personnel the WCSD delivers services to all 25 municipalities in Washtenaw County not adequately policed by local authorities, patrols all waterways in Washtenaw County, and operates all jailing services within the County.

The Township owns and maintains several public safety buildings within the Township limits that can be used for policing headquarters. Ypsilanti Township currently operates municipal Fire Safety and Protection services.



## Ypsilanti Township - Municipal Police Force Feasibility Study

### QUALIFICATIONS

The purpose of this study is to determine the actual costs per service unit, compare costs with a municipal police force, and understand the start-up costs to create a municipal police force if necessary. Municipal police force as examined in this study would fully replace existing services provided to the Township by the WCSD. For this Request for Proposals (“RFP”) the Township seeks a vendor with experience in public sector organizational analysis, public budgeting and finance, and knowledge of public safety and policing in communities similar in size and demographics to Ypsilanti Township.

Familiarity with either Ypsilanti Township or the Washtenaw County Sheriff's Office is preferred but not required.

Additional qualifications requested:

- Knowledge of State of Michigan laws and regulations for Sheriff Departments and municipal police departments.
- Knowledge of State of Michigan millage system and municipal budgeting practices and procedures.
- Proficient knowledge of nationally recognized policing standards and procedures including CALEA.

### SCOPE OF WORK

The Township seeks proposals from qualified consultants to conduct a review of the costs of the Township's current contract for law enforcement services and a feasibility study to determine the cost and scope of creating a municipal police department. This feasibility study would not constitute an official policy recommendation but rather would inform the Township Board of Trustees on how creating a municipal police department in substitution for the current contract with WCSD would impact costs, service, and performance.

The initial phase of work would analyze the WCSD and BOC's schedule of fees, assess existing and optimal levels of service, propose new organizational structure versus the existing one, and order of magnitude comparisons in the services and costs under a municipal law enforcement program compared with the Township's existing contract with the WCSD and BOC.

If the Township Board of Trustees decides to proceed after the initial phase of work, the next phase of work may include an implementation plan and detailed cost projections, such as requirements for hiring and training personnel, one-time and ongoing capital costs, station planning considerations, radio-operations, vehicle programs, and other related costs. It would also include plans to align with broader Township strategies and include actionable performance metrics to track service quality and proactively identify areas for improvement.

### DELIVERABLES

At a minimum, the Consultant will provide the following deliverables:

- Analysis of WCSD and BOC public service unit costs.

## Ypsilanti Township - Municipal Police Force Feasibility Study

- Project report to include current, proposed, and optimal levels of service for the law enforcement program.
- Effectiveness of the proposed municipal program compared to the existing WCSD service model and order of magnitude comparison in services and costs.
- Organizational plan for the proposed program, including an organizational chart comparison to the existing WCSD, staffing projections, and an estimated timeline to transition between service models.
- Other findings from the review of existing contracted law enforcement services.
- Presentation to the community during the development of the report to gather feedback and input.
- Presentations to the Public Safety Committee and Board of Trustees of interim findings and final report.

### PROPOSAL ORGANIZATION

Respondents (Teams) must provide all information as requested in this RFP. Responses must follow the format outlined below. The Township may reject as non-responsive at its sole discretion any Proposal which is incomplete, inadequate in its response or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

*Cover Letter.* An overall introduction to the Proposal is required, including a statement of the Team's understanding of the needs of the Township. The Cover Letter must state the name of the person(s) authorized to represent the Team in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone, and email address. A legal representative authorized to bind the Team in contractual matters must sign the Cover Letter. The letter may also briefly set forth any information the Team wishes to bring to the Town's attention.

*Company Background.* Teams must provide their response to the following statements and questions in this section of their Proposal.

Name of company (& parent company, if applicable)

Company website address.

Number of years in business.

Number of employees

Employees assigned to this project.

Experience in providing comparable services to other organizations.

*Statement of Understanding.* Teams shall include a statement of understanding of the program scope, which shall represent the company's knowledge of the functions, methods, and problems related to providing effective services as described in this RFP.

*Proposed Services and Approach.* Propose and describe in detail the services that will be provided as requested in the Scope of Work of this RFP.

*Proposed Schedule.* Teams shall provide a list of milestones/deliverables associated with either a task or phase of the scope of work over the course of the project.

## Ypsilanti Township - Municipal Police Force Feasibility Study

*Proposed Fee.* Propose and describe in detail the fee structure corresponding to the related professional services.

*References.* Teams shall include up to three references of the most relevant projects completed by the company of equivalent size (or larger) and similar complexity to this project. Please include the following information for each reference: Contact Name and Title Address, Phone Number & Email Address, Location/Jurisdiction, Project Name, brief Project Description, Project Dates, Project Contract Value (initial and current or ending value).

### SELECTION CRITERIA

The Township will evaluate the proposals based on, but not limited to, the following criteria:

1. Understanding of the Scope of Work to be Performed (15 points)
  - a. Demonstrated understanding of the project objectives
  - b. Consultant's approach to accomplishing the scope of work
  - c. Timetable and costs for compleng the project
2. Consultant's Methods and Procedures to be used (15 points)
  - a. Consultant's general approach to evaluating the issues
  - b. Complete descripon of the procedures and analytical methods to be utilized.
3. Management, Personnel and Experience (30 points)
  - a. Qualifications of each parcipant and overall "skill mix" of the Consultant
  - b. Experience and performance on projects of a similar nature
  - c. Information obtained by contacting references listed by the consultant
  - d. Demonstrated experience working with local government and jurisdictions, and Districts
4. Cost Estimates (40 points)
  - a. Use of personnel appropriate to the tasks included in the proposal
  - b. Expected quality of the product and the cost of the product
  - c. Reasonableness of the cost of the work product time requirements.

The Township may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current user of a bidder's service; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest-priced proposal but shall make an award in the best interests of the Township.

### SCHEDULE

A pre-proposal conference will not be held for this RFP.

RFP Release  
 Deadline for Questions  
 Q&A Responses Posted  
 Proposals Due  
 Interviews and Contract Development  
 Project Initiation

## Ypsilanti Township - Municipal Police Force Feasibility Study

**Ideally, a project report will be delivered within 6 months of project initiation.**

The Township's RFP Review Team comprises a cross- departmental team who work as part of the Township's Policing Steering Committee. The RFP Review Team will evaluate the proposals submitted in response to this RFP. For the purpose of scoring, each of the RFP Review Team members will evaluate the submitted proposals based upon the responsiveness to the Scope of Work and Deliverables listed in the RFP. The Review Team may seek outside expertise, including but not limited to technical advisors and legal counsel. The Township will not entertain requests for clarifications or debriefing about the merits of any individual proposal before or after the selection of finalists has been announced.

### **ADDITIONAL INSTRUCTIONS**

Questions arising subsequent to the issuance of this RFP that could have a significant impact on the responses to the RFP, should be submitted by email not later than DATE???. Respondents who send contact information with "Notify me about this Bid" will receive email notification of any addenda, changes or updates to the bid by DATE???

The Team shall submit one (1) digital copy of their Proposal via email to the contact listed. This is considered the Team's "Response File". Subject Line shall state, "Police Force Feasibility Study Proposal". Proposals received after this time and date shall not be accepted. No oral, telephonic, faxed, or other proposals or modifications of proposals shall be considered.

**The Team must submit a separate cost proposal allowing costs to be evaluated independently of other criteria in the proposal. Inclusion of any cost or pricing data within the technical proposal may result in your proposal being deemed as "non-responsive."**

The Team is solely responsible for "on time" submission of their electronic proposal.

The Township will only consider proposals that have been transmitted successfully and have been issued a confirmation number with a timestamp via email from the RFP Coordinator indicating that the Proposal was submitted successfully.

Proposals shall be less than 10mbs and in a portable document format (PDF). Respondents MAY NOT submit documents that are embedded (zip files), movies, .wmp and .mp3 files or password protected files. Such actions may cause the proposal to be deemed as "non-responsive".

Failure of the Team to successfully submit an electronic proposal shall be at the Team's sole risk and no relief will be given for late and/or improperly submitted proposals.

Proposals must be clear, succinct, and not exceed 20 pages, excluding optional communications materials.

All submittals will be evaluated on the completeness and quality of the content. Only those Teams providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

## Ypsilanti Township - Municipal Police Force Feasibility Study

The Township may reject any or all responses. The Township reserves the right to reject any and all proposals when such rejection is in the best interest of the Township, or the Proposal contains major irregularities. Minor irregularities of the Proposal may be waived by the Township. The Township also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals. The cost of preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed by the Township. After review of the responses, one Team may be selected to participate in the project and will be required to enter into an Agreement for Services with the Township. No Team or bidder may withdraw its bid for a period of one-hundred and twenty (120) days after the RFP Due Date.

Ypsilanti Township has a long history of commitment to providing accessible programs and services to all citizens. In connection with the performance of this project, the selected Team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, gender, gender variance, age, military status, sexual orientation, marital status, or physical or mental disability; and the Team further agrees to insert the foregoing provision in all subcontracts for the project.



## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

CC: Javonna Neel, Accounting Director

Date: September 13, 2023

**RE: Request Authorization to seek sealed bids for the renovation of Community Center 200 Hallway and Community Center Bathrooms.**

The Municipal Services Department is requesting authorization to seek sealed bids for the renovation and construction of the Community Center 200 Hallway and Golf Office water damage funded by the Insurance Reimbursement; and the Community Center Bathroom and Sanitary Line renovations funded by ARPA allocations.

The bid packages for each project prepared by Stantec Consulting are proposed to be bid together to a singular contractor due to the integrated components of the projects. The project will be completed in phases that will be prioritized by Township staff, Stantec and the awarded contractor. Priority one will be to re-open Center rooms that are not affected by the sanitary line work. In preliminary conversations, that could be completed in about 6 weeks from contract award date; with total community center work estimated to be complete in a total of one year.

Staff and representatives from Stantec will return to the Board of Trustees to recommend and award the selection of a bidder at the November 7<sup>th</sup>, 2023 meeting.

Please find attached this memorandum the proposed construction documents and the bidding package as created by Stantec Consulting.

John Hines  
Municipal Services Director  
[jhines@ypsitownship.org](mailto:jhines@ypsitownship.org)  
734-351-8947



# COMMUNITY CENTER 200HW PACKAGE

7200 South Huron River Drive  
Ypsilanti, MI 48197

Stantec Project Number: 2075154401  
Client Project Number: #####

DRAWING LIST	
NO.	DRAWING NAME
GENERAL	
G001	PROJECT COVER SHEET
G021	LEGENDS, SYMBOLS, ABBREVIATIONS
G022	TYPICAL MOUNTING HEIGHTS
G101	CODE SUMMARY
G110	PHASING PLAN
ARCHITECTURE	
A100	CC HALLWAY 200 INSURANCE RENO - SPECIFICATIONS
A110	CC HALLWAY 200 INSURANCE RENO - COMPOSITE PLAN
A111	CC HALLWAY 200 INSURANCE RENO - ENLARGED PLANS
A121	CC HALLWAY 200 INSURANCE RENO - COMPOSITE RCP
A122	CC HALLWAY 200 INSURANCE RENO - RCP
A171	CC HALLWAY 200 INSURANCE RENO - MATERIAL SCHEDULE

2023.09.08 PERMITS / BIDS

**PROJECT DESCRIPTION:**

THIS PROJECT INVOLVES THE RENOVATION OF EXISTING BUSINESS AND ASSEMBLY SPACES TO RECEIVE NEW FINISHES.

**REVIEWING AUTHORITIES:**

CHARTER TOWNSHIP OF YPSILANTI

**BUILDING CODES AND STANDARDS SUMMARY:**

2015 MICHIGAN BUILDING CODE (MBC)  
2015 MICHIGAN REHABILITATION CODE  
2015 MICHIGAN ENERGY CODE  
2014 MICHIGAN PART 8, ELECTRICAL CODE  
2015 MICHIGAN MECHANICAL CODE  
2015 MICHIGAN PLUMBING CODE  
2012 NFPA 101 - LIFE SAFETY, INCORPORATING 2016 SCHOOL RULES (NFPA)  
2016 NFPA 13 - STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS  
NFPA 90A - STANDARD FOR INSTALLATION OF AIR CONDITIONING AND VENTILATION SYSTEMS  
ASHRAE STANDARD 90.1-2013 - ENERGY STANDARD FOR BUILDINGS  
ASHRAE STANDARD 55-2004 - THERMAL COMFORT FOR HUMAN OCCUPANCY

ADDITIONAL SCOPE REQUIREMENTS ARE INDICATED ACROSS ALL PLANS INCLUDED WITHIN THE CONSTRUCTION DOCUMENTS. BIDDERS ARE TO BE FAMILIAR WITH THE FULL SCOPE INDICATED ON THEIR TRADES SPECIFIC SHEETS AND ALL OTHER SHEETS OF THE CONSTRUCTION DOCUMENT SET. THE PROJECT CONTAINS PHASING REQUIREMENTS. REFER TO THE PHASING PLANS FOR THE PROPOSED PROJECT PHASING. BIDDERS WILL INCLUDE ALL COSTS TO ACCOMPLISH THE PHASING.



The professional's seal on the cover sheet represents that the information on the cover sheet is accurate in designer's professional opinion but does not assume professional responsibility for documents sealed by others that are referenced on the cover sheet. All professionals sealing drawings as a part of the design are professionally responsible for their own sealed documents.







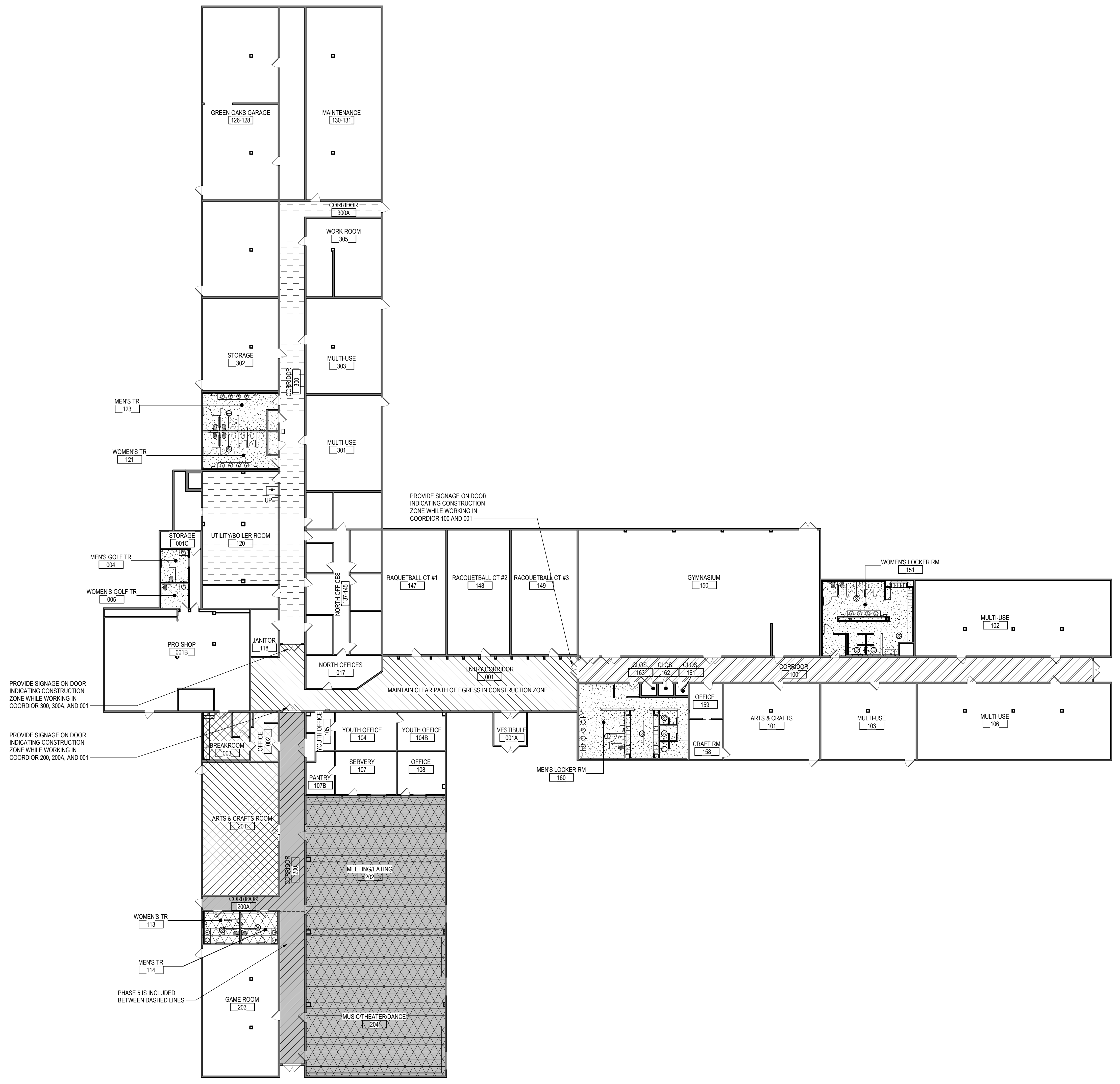


**PHASING LEGEND:**

	PHASE 1: PACKAGE 100: ROOMS 002, 201, 204, 003, AND 003A PACKAGE 200: ROOMS 002, 201, 204, 003, AND 003A
	PHASE 2: PACKAGE 200: ROOMS 120, 300 AND 300A *COORDINATE WITH CIVIL
	PHASE 3: PACKAGE 200: ROOM 001
	PHASE 4: PACKAGE 200: ROOM 200 AND 200A *EXCLUDES FLOOR SCOPE
	PHASE 5: PACKAGE 200: ROOM 200, 202, 204, 113, AND 114 *COORDINATE WITH CIVIL
	PHASE 6: PACKAGE 100: ROOMS 200 AND 202
	PHASE 7: PACKAGE 200: ROOM 100
	PHASE 8: PACKAGE 200: A. ROOM 151 B. ROOM 160 C. ROOMS 004 AND 005 D. ROOMS 121 AND 123 *COORDINATE WITH CIVIL
	NO SCOPE

**PHASING:**  
PHASING PLAN ON SHEET IS FOR REFERENCE ONLY. FINAL PHASING PLAN AND SCOPE TO BE DETERMINED BY THE CONTRACTOR AND COORDINATED WITH THE OWNER PRIOR TO CONSTRUCTION. PROVIDE TEMPORARY PARTITIONS, DOORS, AND / OR SIGNAGE WHERE NOTED ON DRAWINGS FOR PHASED CONSTRUCTION. WHERE CONSTRUCTION BLOCKS MEANS OF EGRESS PROVIDE TEMPORARY PARTITIONS ALLOWING UNOBSTRUCTED EGRESS OR MAINTAIN CLEAR PATH OF EGRESS THROUGH CONSTRUCTION ZONE.

\*201 AND 204 TO BE COMPLETED BY JANUARY 05, 2024  
\*002, 003, AND 003A TO BE COMPLETED BY MARCH 01, 2024



PROVIDE SIGNAGE ON DOOR INDICATING CONSTRUCTION ZONE WHILE WORKING IN CORRIDOR 300, 300A, AND 001

PROVIDE SIGNAGE ON DOOR INDICATING CONSTRUCTION ZONE WHILE WORKING IN CORRIDOR 200, 200A, AND 001

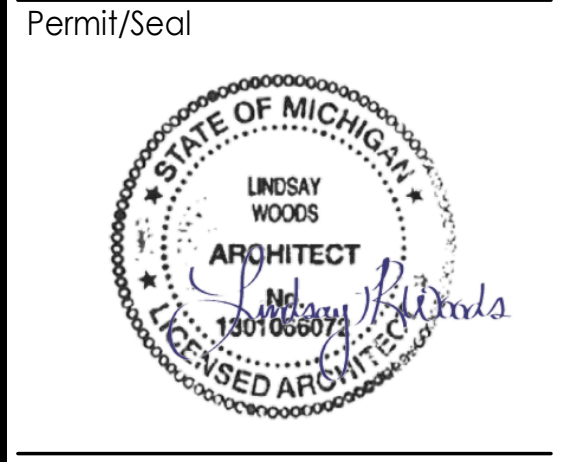
PROVIDE SIGNAGE ON DOOR INDICATING CONSTRUCTION ZONE WHILE WORKING IN CORRIDOR 100 AND 001

MAINTAIN CLEAR PATH OF EGRESS IN CONSTRUCTION ZONE



Consultant

ISSUED	2023/02/08	APPD	YYMMDD
BY			
REVISION			
BY			
APPD			
BY			
APPD			



YPSI Community Center  
Renovations

7200 South Huron River Drive  
Ypsilanti, MI 48197

Project No.: 2075154401

Author	Designer	Checker	10/03/17
Dwn.	Dgn.	Chk.	YYYYMMDD

Title  
PHASING PLAN

Scale: As indicated  
Revision:  
Drawing No. **G110**

SECTION 011000 - PROJECT REQUIREMENTS
Summary:
The Project consists of phased demolition of existing finishes, ceilings, and partitions. New work Scope includes new partitions, ceilings, finishes, and casework.
Project Requirements:
See Building Regulations per Building Owner
Conditions of Contract, Agreements, Insurance:
1. Issued separately by Owner.
Definitions:
1. Owner, Building Owner
Intent:
1. Drawings and specifications are intended to provide the basis for the proper completion of the Project suitable for the intended use of the Owner.
2. Items not expressly set forth but which are reasonably implied or necessary for the proper performance of this work shall be included.
Coordination:
1. Coordinate the work of all trades.
2. Prepare coordination drawings for areas above ceilings where close tolerances are required between building elements and mechanical and electrical work.
3. Verify location of utilities and existing conditions. Notify Architect of conditions differing from those indicated on the Drawings.
4. Verify dimensions on Drawings with dimensions at the Project. Do not scale Drawings.
5. GC to review and coordinate design intent and requirements of all construction documents and other project consultant/engineering documents with existing site conditions, shop drawings and other project information/requirements. Notify Architect/Designer of any conflicts prior to work.
Cutting and Patching:
1. Provide cutting and patching work to properly complete the Project.
2. Do not remove or alter structural components without written approval.
3. Cut with tools appropriate for materials to be cut. Cuts to be clean, smooth & straight. Use of abrasive wheels, saws, or coring and jackhammers will be allowed only after prior review and obtaining approval by the architect and landlord in writing.
4. Patch with materials and methods to produce patch which is consistent with new work.
5. Do not cut and patch in a manner that would result in a failure of the work to perform as intended, decrease fire performance, decrease acoustical performance, decrease energy performance, decrease operational life, or decrease safety factors.
Field Engineering:
1. Verify and locate utilities, existing facilities, and equipment.
2. Survey and layout improvements, utilities, structures, and components.
Project Meetings:
1. Arrange for a preconstruction conference prior to start of construction. Meeting shall be attended by Owner, Architect, Contractor, and major subcontractors.
2. Arrange for progress meetings once a week or as agreed upon with Architect during construction, prior to application for payment. Record minutes and distribute promptly.
Progress Schedule:
1. Provide comprehensive bar chart schedule showing all major and minor portions of work, sequence of work and duration of each activity. Update and re-issue regularly as work scope is modified, but not less than monthly. Provide initial bar chart schedule provided before or on date of preconstruction conference of date indicated on Notice to Proceed.
2. Provide 3 week forecast schedules, updated weekly.
3. Provide Schedule of Submittals to be provided before or on date of preconstruction conference. Provide a minimum of one week notification prior to any major modifications.
Warranties:
1. Submit warranty for review and approval with other submittals.
2. Provide specific product warranties as marked below.
• Electrical
• Equipment
• Hardware
• Doors
• Ceilings
• Casework
• Millwork
Submittals:
1. Submit for approval all submittals listed in individual sections. Submit electronically, in PDF format. Submittals shall clearly indicate deviations from requirements of the Contract Documents. Submittals shall include details of construction and adjacent construction as applicable. Format each submittal with one item per email. For physical samples, submit 3 representative samples.
2. Timing of Submittals: Submit to allow at least ten (10) business days for review and handling. Submittals which have to be reviewed by the Architect and consultants require at least ten (10) business days for review and handling.
3. Architect's Action on Submittals: Architect will review submittals, stamp with "action stamp", mark action, and return to Contractor. Architect will review submittals only for conformance with the design concept of the project as stated in the Owner/Architect Agreement and the Conditions of the Contract. In no case shall approval or acceptance by the Architect be interpreted as a release of Contractor of his responsibilities to fulfill all of the requirements of the Contract Documents.
4. Required Resubmit: If submittal is noted "reviewed" or "reviewed as noted", resubmission is not required. If submittal is noted "revise and resubmit", make corrections or changes to original and resubmit to Architect.
5. Clearly indicate any deviations from requirements of the contract documents. Fabricate materials from approved shop drawings only.
• Finish drawings
• Strike down samples on paint colors and finishes
Request For Interpretation (RFIs):
1. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in digital format, email as described herein. RFI's shall originate with Contractor. RFI's submitted by entities other than Contractor will be returned with no response.
2. Content of the RFI shall include a detailed, legible description of item needing interpretation.
3. Architect will review each RFI, determine action required, and return E- Mail three (3) to five (5) working days for Architect's response for each RFI. RFI's received after 1:00 p.m. will be considered as received the following working day.
4. Format each email with one subject per RFI.
5. The following RFI will be returned without action: requests for coordination information already indicated in the Contract Documents, incomplete RFI's or RFI's with numerous errors.
Quality Assurance:
1. Comply with applicable codes, regulations, ordinances and requirements of authorities having jurisdiction, including accessibility guidelines where applicable. Submit copies of inspection reports, notices and similar documents to Architect.
2. Contractor shall have the sole responsibility of verifying conditions at the job to provide for a safe and orderly performance of the work and assure compliance with safety requirements of all authorities having jurisdiction.
3. Demolition work under this contract shall be the full responsibility of the demolition contractor; and no act, direction or review of any system or method by the architect or his consultants shall change or affect the contractors responsibility in this matter.
4. Verify and protect service lines and existing site area from deterioration or damage.
5. Provide temporary protection at return air ducts to eliminate dust and debris from building system related to construction activity.
6. Maintain the premises clean and free of trash and debris. Protect adjacent work from damage, soiling, paint overspray, etc. Fixtures, equipment, glazing, floors, etc. shall be left clean and ready for occupancy upon completion of project.
7. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for at least three (3) years unless otherwise specified by Architect.
8. Use experienced installers. Furnish evidence of experience if requested.
9. Deliver, handle, and store materials in strict accordance with manufacturer's instructions.
10. Use of any supplier or subcontractor is subject to Owner's approval.
11. Engage and pay for testing agencies as required. Refer to individual sections for additional requirements.
Products and Substitutions:
1. Provide products and materials specified. Request Architect's selection of colors and accessories in sufficient time to avoid delaying progress of the work.
2. Submit requests for substitutions shall be in writing, including reasons. Submit sufficient information for Architect to evaluate proposed substitution including but not limited to information of Architect's specified item for the architect comparison process.
3. Remove and replace work which does not conform to the contract documents at no additional expense to the Owner.
Installation:
1. Inspect substrates and report unsatisfactory conditions in writing.
2. Do not proceed until unsatisfactory conditions have been corrected.
3. Take field measurements prior to fabrication where practical. Form to required shapes and sizes with true edges, lines and angles. Provide inserts and templates as needed for work of other trades.
4. Install materials in exact accordance with manufacturer's instructions and approved submittals.
5. Install materials in proper relation with adjacent construction and with proper appearance. All visible surfaces and edges, as shop fabricated or field modified to be finished to match adjacent.
6. Restore units damaged during installation. Replace units which cannot be restored at no additional expense to the Owner.
7. Refer to additional installation requirements and tolerances specified under individual specification sections.
Closeout:
1. Prepare punchlist for remaining work for review by the Architect.
2. Complete punchlist items promptly at no additional expense to the Owner.
3. Submit accurate record documents of building and site.
4. Submit operating manuals, maintenance manuals, and warranty information.
5. Obtain and submit copy of occupancy permits.
6. Train Owner's personnel in use of building systems.
7. Remove temporary facilities and provide final cleaning and touch up. If building regulations are not provided, provide, at minimum, cleaning by wipe dry cloth at all finish surfaces and interior window surfaces. Damp cloth wipe at all hard surfaces, vacuum clean at all soft surfaces and fabrics. Provide replacement filters. Clean existing, relocated and new light fixtures, HVAC diffusers and returns, window treatments.
8. Restore portions of building, site improvements, landscaping and other items damaged by construction operations to the satisfaction of the Architect at no additional expense to the Owner.

SECTION 024100 - SELECTIVE DEMOLITION
Summary:
1. Provide selective demolition of interior partitions, systems, ceilings and components designated to be removed.
2. Protect portions of building, site and adjacent structures affected by demolition operations.
3. Remove and properly terminate abandoned utilities, conduits and wiring systems, including those above ceilings.
4. Provide temporary protection for the public from demolition operations.
5. Provide pollution control during demolition operations.
6. Provide removal and legal disposal of materials.
7. Notify Building Owner in writing of schedule of shut off of utilities which serve occupied spaces.
8. Notify Building Owner in writing if hazardous materials are encountered or suspected and stop work in that area until determination is made.
9. Coordinate items to be salvaged for Reinstallation or Packaged and Delivered to Owner's Storage Area.
10. Remove items of salvagable value to the contractor from the project area as work progresses. Transport salvaged items from the site as they are removed. Do not store salvaged items on site.
Submittals:
1. Submit demolition schedule. Include methods for protecting adjacent work and location of temporary partitions if applicable.
2. Submit proposed location for legal disposal of materials, and permit if applicable.
Demolition:
1. Survey existing conditions and coordinate with Architectural & MEP/FP Drawings and specifications to verify extent of demolition required. Provide videotape of existing conditions if clarification of existing damage may be construed as damage done by construction operations.
2. Verify conditions at site to determine whether demolition methods proposed for use will not endanger existing structures by overloading, failure, or unexplained collapse.
3. Perform demolition operations by methods which do not endanger adjacent spaces, structures, or the public.
4. Perform demolition operations to prevent dust and pollutant hazards. Provide chutes as required to control dust and debris.
5. Historic items, relics, and other objects of interest or value found during demolition remain the property of the Owner.
SECTION 061000 - ROUGH CARPENTRY
Summary:
1. Provide rough carpentry for grounds, nailers and blocking.
Submittals:
1. Submit product data.
Products:
1. Lumber Standards and Grade Stamps: PS 20, American Softwood Lumber Standard and inspection agency grade stamps.
2. Construction Panel Standards: PS 1, U.S. Product Standard for Construction and Industrial Plywood; APA PRP 108.
3. Fire Retardant Treatment for All Interior Concealed Carpentry: AWPAC C20 for lumber and AWPA C27 for plywood; noncorrosive type.
4. Miscellaneous Lumber, Blocking and Nailers: Standard grade light framing, 19 percent moisture content maximum.
5. Anchors and Fasteners: Non corrosive, suitable for load and exposure.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Provide nailers, blocking and grounds where required. Set work plumb, level and accurately cut.
3. Comply with manufacturer's requirements for treated materials.
SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK
Summary:
1. Provide Interior Architectural Woodwork: Refer to drawings for all items; provide miscellaneous metal supports for framing.
2. Manufacturing, storage and install shall comply with AIA Standards.
Submittals:
1. Submit product data, shop drawings and samples, each type.
Products:
1. AIA Standards: Architectural Woodwork Standards.
2. Interior Plastic Laminate Case Work:
A. Laminate: High pressure decorative laminate, NEMA LD 3.
B. Grade: Phenum.
C. Finish: Refer to Drawings.
3. Casework Hardware and Auxiliary Materials:
A. Hardware Finish and Base Metal: Refer to Drawings.
B. Plastic Laminate Material Countertops and Trim:
A. Type: Refer to Finish Schedule
B. Edge: Refer to Drawings
5. Solid Surface Material Countertops and Trim:
A. Type: Refer to Finish Schedule
B. Edge: Refer to Drawings
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Provide trim for scabing and site cutting.
3. Install work plumb, level and in proper alignment.
4. Provide work free from tool marks and blemishes.
5. Securely fasten to substrates.
7. Install in lengths to minimize joints and seams.
8. Touch up damaged or abraded finishes.
SECTION 078410 - PENETRATION FIRESTOPPING
Summary:
1. Provide Firestopping at the Following Locations:
A. Penetrations through fire resistance rated walls and partitions.
B. Penetrations through fire resistance rated barriers and construction enclosing compartmentalized areas.
C. Sealant joints in fire resistance rated construction.
D. Repair existing conditions disturbed prior to start of construction. Investigate and notify Architect and Owner of any previously damaged firestopping prior to start of construction. Video damaged location per Section 024100. Provide pricing and document scope for Building Owner/Tenant review.
Submittals:
1. Submit product data and test reports for each type of joint.
Products:
1. Fire Performance: ASTM E 119, ASTM E 814, and local regulations.
2. Match existing or provide product compatible with existing.
3. Through Penetration Firestop Systems: per manufacturer's requirements to meet rated assembly.
A. Ceramic Fiber and Mastic Coating
B. Endothermic Latex Compounds.
C. Intumescent Latex Sealant
4. Fire Resistant Elastomeric Joint Sealants: per manufacturer's requirements to meet rated assembly.
A. Single component, neutral curing, urethane sealant.
B. Single component, non-sag, urethane sealant.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Inspect existing and new work for proper firestopping prior to close in of ceilings and walls.
3. Provide material thickness necessary to provide fire resistance ratings indicated or required by authorities having jurisdiction.
SECTION 079200 - JOINT SEALANTS
Summary As shown and additionally:
1. At interior joints.
2. At joints between dissimilar materials, UON.
3. At all gaps between similar materials.
4. At interior control joints.
5. At visible perimeters of frames and trims.
6. At joint between perimeter ACT edge trim and irregular walls.
7. Completely around all plumbing fixtures, fittings, and trim at counter tops, walls, and floors.
Submittals:
1. Provide standard finish chart for initial color selection.
2. Submit product data.
Products:
1. Latex Joint Sealants:
A. Acrylic Type: Acrylic emulsion, ASTM C 834.
B. Application: Interior joints in vertical and overhead surfaces with limited movement.
2. Sanitary Silicone Elastomeric Joint Sealants:
A. Type: One part mildew resistant silicone sealant, ASTM C 920.
B. Application: Sanitary applications, interior use.
3. Auxiliary Materials:
A. Plastic foam joint fillers.
B. Elastomeric tubing backer rods.
4. Acoustical Sealants:
A. Type: Latex-based sealing compounds, ASTM C834
B. Application:
1. For Exposed, color as selected by Architect from manufacturer's complete range of colors
2. For Concealed, color per manufacturer's standard
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Test sealant adhesion for each substrate required.
3. Install in proper relation with adjacent work.
4. Clean adjacent surfaces sanded with sealant immediately.

SECTION 092110 - GYPSUM BOARD ASSEMBLIES
Summary:
1. Provide Gypsum Board Assemblies as indicated in the drawings:
A. Interior walls, partitions, and ceilings for tape and joint compound finish.
B. Interior partition steel framing, steel framed and furred enclosures and columns.
C. Provide miscellaneous metal supports for framing of partial height partitions.
D. Cementitious backer boards for application of tile.
E. Remodeling gypsum drywall systems at areas of new construction.
F. Gypsum board finishes.
G. Sound attenuation insulation.
H. Concealed acoustical sealants.
Submittals:
1. Submit product data to include limiting height chart for each type and gage of metal framing.
Products:
1. Products: Refer to drawings and comply with the following.
2. Gypsum Wallboard: ASTM C 36, regular and fire rated types. Refer to drawings for thickness.
3. Cementitious Backer boards: ANSI A 118.9, cement coated Portland cement panels. Refer to drawings for thickness.
4. Trim Accessories:
A. Material: Metal and plastic (plastic for J-Bead only).
B. Types: Concealed, edge trim, and control joints.
C. Decorative Profiles: Aluminum reveals and channels.
5. Steel Framing for Walls and Partitions:
A. Steel Studs and Runners: ASTM C 645, equivalent 20 gage (0.025 inch) MIN thickness.
B. Furring Channels: ASTM C 645, equivalent 20 gage (0.025 inch) MIN thickness.
C. Auxiliary Framing Components: Furring brackets, resilient furring channels, Z furring members, and non corrosive fasteners.
D. Installation Standard: ASTM C 754.
E. Deflection criteria: L240 MAX, UON.
6. Steel Framing for Suspended and Furred Ceilings: ASTM C 645, standard channels.
A. Steel Studs: Match steel studs used for walls.
B. Accessories: Hangers and inserts.
C. Installation Standard: ASTM C 754.
7. Auxiliary Materials:
A. Gypsum board screws, ASTM C 1002.
B. Fastening adhesive.
C. Concealed acoustical sealant, refer to Section 079200.
D. Mineral fiber sound attenuation blankets, meet assembly requirements shown on drawings, coordinate size with framing spacing for tight friction fit.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Comply with standards referenced above and ASTM C 840, GA 216 and GA 214.
3. Install joints only over framing members. Do not allow but to butt joints.
4. Provide blocking for items such as, but not limited to, railings, grab bars, casework, furniture, AV equipment, artwork, whiteboards, toilet accessories, and similar items.
5. Provide acoustical sealant at runner tracks, wall perimeters, openings, expansion, and control joints per ASTM C919.
6. Install gypsum board assemblies true, plumb, level and in proper relation to adjacent surfaces.
7. Where new partitions meet existing construction, remove existing cornerbeads to provide smooth transition.
8. Provide Level 4 finish treatment, minimum, vertical surfaces, UON on the Drawings.
A. Sand and leave ready for finish painting and wall treatment.
SECTION 096000 - REQUIREMENTS FOR SUBFLOOR
Summary:
1. Provide flat & level subfloor at floor elevations indicated on the Drawings for new flooring and doors. Meet subfloor flat & level tolerances per manufacturer's recommendations and per the following:
A. Contractor to perform survey existing floor slab elevations to determine levelness of floor and to notify architect promptly of any deviations in the floor elevations that will require filling, beyond patching tolerances already required in the tile floor specifications, or exceeding 3/16" in 10' feet max.
2. Prepare concrete surfaces according to ASTM F 710.
3. Perform testing for relative humidity (RH) and alkalinity per manufacturer's recommendations at slab-on-grade and for direct glue-down applications.
4. Prepare subfloor to receive finish flooring per Manufacturer's instructions, recommendations, and restrictions for subfloor treatment materials based on RH and alkalinity test findings. Preparation of subfloor to include: grinding or scarifying slab, applying leveling compound to meet finish elevations, applying concrete slab primer.
Submittals:
1. Submit product data per manufacturer to include instructions, recommendations, and restrictions for subfloor treatment materials.
Products:
1. Subfloor Treatment: Materials manufactured, supplied, or approved by each finish floor manufacturer for travelable underlayments and patching compounds and which are allowed under finish flooring system warranty. Labeled modified, moisture resistant, non-shrinking, Portland cement based material certified by manufacturer for "on grade" and "below grade" applications.
2. Concrete Slab Primer: Non-staining type.
Installation:
1. Clean subfloors to remove paint, GWB joint compound, grime, dust, debris and all foreign materials and to satisfy manufacturer's recommendations.
2. Perform testing for relative humidity per ASTM F 2170 with one test per every 2000 sf of finished flooring area and for each change in subfloor condition.
3. Perform testing for relative humidity per ASTM-1869-04 (Calcium Chloride) with one test per every 1000 sf of finished flooring area and for each change in subfloor condition.
4. Protect concrete slab from re-wetting from all sources.
A. Record subfloor joint and crack locations, sizes & conditions. Determine if joints and cracks are moving or stable. Seal moving joints & cracks per manufacturer's recommendations. Fill non-moving stable joints and cracks with subfloor treatment material.
SECTION 096510 - RESILIENT FLOORING
Summary:
1. Provide resilient flooring.
2. Refer to Finish Schedule.
3. Provide floor preparation. Refer to SECTION 096005
Submittals:
1. Submit product data, samples, seaming diagram and maintenance data.
Products:
1. Products: Refer to Finish Schedule for applicable items.
2. Vinyl Composition Tile (VCT): ASTM F 1066, Composition 1, non-asbestos formulated, Refer to Finish Schedule
3. Resilient Accessories: Rubber, UON.
4. Auxiliary Materials:
A. Edge strips and terminations.
B. Adhesives: Water resistant type.
C. Refer to SECTION 096005
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Prepare surfaces by cleaning, leveling and priming. Refer to SECTION 096005.
3. Install tile with tight joints and required patterns.
4. Provide five sealer coats per manufacturer's recommendations for commercial applications.
SECTION 096513 - RESILIENT BASE
Summary:
1. Provide resilient wall base.
2. Refer to Finish Schedule.
Submittals:
1. Submit product data, samples, and maintenance data.
Products:
1. Products: Refer to Finish Schedule for applicable items.
2. Rubber Wall Base: FS SS W 40, Type I, 0.125 inches thick, UON.
A. Cove type with topset toe.
4. Auxiliary Materials:
A. Adhesives: Water resistant type.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Apply wall base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
3. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
4. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
5. Do not stretch wall base during installation.
6. Premolded Corners: Install premolded corners before installing straight pieces.
SECTION 099000 - PAINTING AND COATING
Summary:
1. Provide painting and surface preparation for interior unfinished surfaces as scheduled.
2. Provide painting and surface preparation of exposed mechanical and electrical piping, conduit, ductwork, and equipment. Refer to Finish Schedule and Drawings for locations (if applicable).
3. Provide repainting and surface preparation at areas of remodeling.
4. Provide painting of entire surface where patch painting is required.
5. Factory finished items, except as noted.
Submittals:
1. Submit product data, samples consisting of two strike-downs of each color and each finish.
2. Extra stock consisting of 1 unpigmented gallon of each type of paint used at completion.
Products:
1. Products: Refer to Finish Schedule.
2. Requirements: No VOCs; 100% Acrylic.
3. First line commercial quality products for all coating systems.
4. Schedule:
1. Gypsum board and plaster walls, satin finish, 1 coat primer and 2 coats finish.
2. Gypsum board and plaster ceilings, flat finish, 1 coat primer and 2 coats finish.
3. Ferrous metals, semigloss finish, 1 coat primer, 2 coats finish.
4. Wood for transparent finish, site refinishing, match existing gloss, 2 coats polyurethane.
5. Wood for opaque finish, site refinishing, match existing gloss, 1 coat alkylid finish.
6. Wood for opaque paint-grade finish, semi-gloss UON, 1 coat primer and 2 coats finish.
7. Exposed ceiling construction, ducts, conduit, piping, etc. Dry fall, pigmented, water-based emulsion-type, fast drying coating formulated for use on each type of substrate.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Test sample area for adhesion for each type of paint and surface.
3. Remove cover plates, T-stats, horn, strobes and pull-stands. Protect hardware, window blinds, and adjacent surfaces.
4. Sand before painting until smooth and flat and sand between coats.
5. Apply paint to achieve manufacturer's recommended dry film thicknesses.
6. Paint entire surface where patch painting is required.
7. Roller texture: Provide orange peel texture at flat, matte or eggshell finishes; provide smooth at any level of gloss finish.
8. Recoat areas which show bleed through, ghosting, defects or fading.
9. Clean paint spatter from adjacent surfaces and glass.
10. Touch up damaged surfaces at completion of construction.

Stantec
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Title
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INSURANCE RENO -
SPECIFICATIONS
Scale:
Revision:
Drawing No. A100
YPSILANTI TOWNSHIP
WHERE YOUR FUTURE GROWS
7200 South Huron River Drive
Ypsilanti, MI 48197
Permit/Seal
REVISIONS
BY DATE
APPROVED
ISSUED
REVISIONS













**Project Manual for**

# **Ypsilanti Community Center**

**Ypsilanti, Michigan**

**Stantec Project No. 2075154401**

**VOLUME 1**

**Issued for: Permits / Bids**

**Date: September 13, 2023**



## ADVERTISEMENT FOR PROPOSALS

**PROJECT:** Ypsilanti Community Center 200HW Package and Community Center Main Building Package

**BIDS OPENING DATE:** October 26, 2023 at 10:00 AM, local time

**OWNER:** Ypsilanti Charter Township, 7200 S. Huron River Drive, Ypsilanti, Michigan 48197

**LOCATION/NAME:** Ypsilanti, Michigan

**BRIEF DESCRIPTION:** This project consists of renovation the Ypsilanti Community Center. Work includes removal of existing partitions and finishes to be replaced. New finishes and casework as identified in the Contract Documents.

**LOCATION OF BID OPENING:** Ypsilanti Charter Township, 7200 S. Huron River Drive, Ypsilanti, Michigan 48197

### **SPECIAL INSTRUCTIONS:**

**REQUEST FOR INFORMATION (RFI):** Any questions regarding the project shall be brought to the attention of Sean Gross at Stantec Consulting Michigan Inc., in writing at [sean.gross@stantec.com](mailto:sean.gross@stantec.com). Questions by telephone calls are prohibited. Questions will not be accepted if received less than seven (7) calendar days before the bids are due.

**PROPOSAL SUBMITTAL:** All bids shall be submitted in a sealed envelope and shall contain, as a minimum, all of the following: Bidder's Qualification and Experience Statement, Proposal, Designation of Major Subcontractors and Suppliers, Legal Status of Bidder, Bid Certification.

**BID SECURITY:** Each Proposal shall be accompanied by a cashier's check, certified check, money order or bid bond, payable to the OWNER, in an amount not less than five percent (5%) of the amount of the Proposal, as a Bid Security. The Bid Security of the Bidders under consideration will be returned after approval of the Contract by the OWNER. All others will be returned after the Proposal opening.

**CONTRACT SECURITY:** The successful Bidder will be required to furnish a satisfactory Performance Bond and Labor and Material Bond, each in the amount of One Hundred Percent (100%) of the Contract.

**PROPOSAL WITHDRAWAL:** Withdrawal of any Proposal is prohibited for a period of 90 days after the actual date of the opening thereof.

**OWNER'S RIGHTS:** The OWNER reserves the right to accept any Proposal, to reject any or all Proposals, and to waive any irregularities in any Proposal, in the interest of the OWNER.

**NON-DISCRIMINATION:** Bidders shall not discriminate against any employees or firm due to origin, race, age, or physical conditions. CONTRACTOR shall be an equal opportunity employer.

**HOW TO OBTAIN:**

The project bid documents can only be obtained electronically from the office of the **Stantec Consulting**, by emailing a request to Sheri Winkler at **sheri.winkler@stantec.com**. Document requests shall indicate whether request is by: Prospective Bidder, Prospective Subcontractor, Prospective Supplier, or other.

**AVAILABLE AFTER:** September 21, 2023 after 09:00 AM, local time

**APPLICABLE WAGE RATES:** Ypsilanti Township has a Prevailing Wage Ordinance and a Living Wage Ordinance. Both apply to this project.

**NOTE:** The Bidder is advised that to submit a bid on this project, the Bidder should have received a set of Plans and Specifications from Stantec and be a registered Plan Holder.



## Ypsilanti Charter Township

7200 S. Huron River Drive, Ypsilanti, MI 48197  
Phone: (734) 481-0617  
Website: www.ypsitownship.org

**Brenda Stumbo**  
Township Supervisor  
bstumbo@ypsitownship.org

**Heather Jarrell Roe**  
Township Clerk  
hjarrellroe@ypsitownship.org

**Stan Eldridge**  
Township Treasurer  
seldridge@ypsitownship.org

## CONTRACT ADDENDUM

THIS ADDENDUM is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 2023, by Ypsilanti Charter Township, located at 7200 S. Huron River Drive, Ypsilanti, MI 49187 (“the Township”), and \_\_\_\_\_ (“the Contractor”) to a contract between the parties dated \_\_\_\_\_ for (list the services to be provided) \_\_\_\_\_ (“the Contract”).

The expressed terms of the Contract notwithstanding, the Township and the Contractor agree to the following amendments, which supersede any conflicting terms of the contract and shall become part of the agreement between the parties.

1. **INSURANCE:** The Contractor shall maintain Commercial General Liability insurance with coverage of at least \$1,000,000.00 per occurrence, Automobile Liability insurance with a combined single limit of \$1,000,000.00 per accident, Worker’s Compensation coverage of \$1,000,000.00 per accident and, Owner’s Protective Policy insurance of \$1,000,000.00 combined single limit per occurrence during the term of this Addendum.

The Contractor shall add the Township and its past, present, and future elected officials to its existing policies as an additional insured parties with respect to the services provided under this Contract. Prior to the effective date of the Contract, a certificate issued by the insurance company shall be delivered to the Clerk stating that the Township and its past, present, and future elected officials are insured parties under the policy. The Contractor must provide sixty (60) days written notice for change of coverage, cancellation, or non-renewal of coverage. In the event such coverage is not provided or lapses during the term of the Contract and this Addendum, then the Township may, at its option, terminate the Contract and this Addendum. A breach of this provision shall be a material breach of the Contract.

2. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

3. **IRAN ECONOMIC SANCTIONS ACT:** The Contractor certifies that it is not an Iran linked business as defined by the Michigan Iran Economic Sanctions Act (Michigan Compiled Laws §129.311-16).

4. **LIVING WAGE:** The Township has a Living Wage Ordinance requiring covered vendors who execute a service or professional contract with the Township to pay their employees working under that contract, a minimum wage. The Contractor agrees to comply with applicable provisions of the Living Wage Ordinance.

5. **PREVAILING WAGE:** The Township has a Prevailing Wage Ordinance. No contract, agreement, understanding or other arrangement, whether oral or written for the construction and/or substantial remodeling of any building or part thereof, for or on the behalf of or owned by the Township of Ypsilanti, involving craftsmen, mechanics and laborers employed directly upon the site of work shall be entered into, approved or executed unless such contract, agreement, understanding or arrangement shall provide and require that all craftsmen, mechanics and laborers so employed shall receive at least the prevailing wages and fringe benefits of the building trades department for corresponding classes of craftsmen, mechanics and laborers as determined and published by the Davis-Bacon Division of the United States Department of Labor for the Washtenaw County area.

ATTESTED TO:

\_\_\_\_\_  
(Contractor Name)

Ypsilanti Charter Township

By: \_\_\_\_\_  
(Representative Name) (DATE)  
Its: \_\_\_\_\_

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

By: \_\_\_\_\_  
Heather Jarrell Roe (DATE)  
Clerk



# Preliminary Project Schedule

Ypsilanti Charter Township

September 08, 2023  
File No. 2075154401

**Project: Ypsilanti Community Center 200HW (100)  
Package and Community Center Main Building  
(200) Package**

(Calendar Days)

		Date:
1. Advertisement		September 20, 2023
	Same Day	
2. Plans Available		September 20, 2023
	22 Days	
3. Questions Due		October 12, 2023, by 5PM
	7 Days	
4. Addendum (If Required)		October 19, 2023
	7 Days	
5. Bid Opening		October 26, 2023, 2023 @ 10:00 AM
	6 Days	
6. Bid Tabulation & Stantec Recommendation for Contract Award; Packets to BOT		November 01, 2023
	6 Days	
7. Anticipated Contract Award (BOT)		November 07, 2023
	1 Day	
8. Contracts for Execution Available		November 08, 2023
9. Pre-construction Meeting		November 14, 2023 @ 10:00 AM
10. Receipt of Signed Contract (Notice to Proceed)		November 20, 2023
Construction Start		November 20, 2023
	366 Days	
Construction Completion – for all phases:		1-Year – Refer to Phasing Sheet

**Note: Coordinate Staging, Construction, and Access with Residential Services Director.**



NON-IRAN LINKED BUSINESS CERTIFICATION

This Proposal is submitted in the name of:

(Print Company Name)

The undersigned hereby certifies in accordance with Public Act 517 of the Public Acts of 2012 that it is not an Iran-linked business.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Signature)

\_\_\_\_\_  
(Title)

**IRAN ECONOMIC SANCTIONS ACT**  
**Act 517 of 2012**

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

*The People of the State of Michigan enact:*

**129.311 Short title.**

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

**129.312 Definitions.**

Sec. 2. As used in this act:

(a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.

(b) "Investment" means 1 or more of the following:

(i) A commitment or contribution of funds or property.

(ii) A loan or other extension of credit.

(iii) The entry into or renewal of a contract for goods or services.

(c) "Investment activity" means 1 or more of the following:

(i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.

(ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.

(d) "Iran" means any agency or instrumentality of Iran.

(e) "Iran linked business" means either of the following:

(i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.

(ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

(f) "Person" means any of the following:

(i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.

(ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

**129.313 Ineligibility of Iran linked business to submit request for proposal bid; certification.**

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

**129.314 Effect of false certification.**

Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a

future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

**129.315 Civil action; penalty.**

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

**129.316 Conditional effect.**

Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

**GENERAL CONDITIONS**

**G.C.**  
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**ARTICLE 1 - DEFINITIONS**

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Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement: The written agreement between OWNER and CONTRACTOR covering the work to be performed; other Contract Documents are attached to the Agreement.

Application for Payment: The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by Paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a Bid for the work.

Bonds: Bid, performance and payment bonds, and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

Change Order: A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Contract Documents: The Agreement, Addenda (whether issued prior to the Opening of Bids or the execution of the Agreement), Instructions to Bidders, CONTRACTOR's bid, the bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the Specifications, Drawings, and Modifications.

Contract Price: The total monies payable to CONTRACTOR under the Contract Documents.

Contract Time: The number of days stated in the Agreement for the Completion of the Work, computed as provided in Paragraph 17.2.

CONTRACTOR: The person, firm, or corporation with whom OWNER has executed the Agreement.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Drawings (Plans): The Drawings, also commonly known or referred to as Plans, which show the character and Scope of Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm, or corporation named as such in the Agreement.

Field Order: A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the work in accordance with Paragraph 10.2.

Modification: (a) A written amendment of the Contract Documents signed by both parties; (b) A Change Order; (c) A written clarification or interpretation issued by ENGINEER in accordance with Paragraph 9.3; or (d) A written order for a minor change or alteration in the work issued by ENGINEER pursuant to Paragraph 10.2. A Modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

Notice to Proceed: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.

OWNER'S REPRESENTATIVE: The authorized representative of OWNER who is assigned to the project site or any part thereof.

Project: The entire construction to be performed as provided in the Contract Documents.

Resident Project Representative: The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

Shop Drawings: All Drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work. The Specifications are customarily organized in 18 divisions in accordance with the Uniform System for Construction Specifications endorsed by the Construction Specifications Institute.

Subcontractor: An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

Substantial Completion: The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with Paragraph 14.13.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

## **ARTICLE 2 - PRELIMINARY MATTERS**

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### **Execution of Agreement**

**2.1.** At least three counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to OWNER within ten days of the Notice of Award and the OWNER will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. ENGINEER will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. OWNER, CONTRACTOR, and ENGINEER shall each receive an executed counterpart of the Contract Documents and additional conformed copies as required.

### **Delivery of Bonds**

**2.2.** When he delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with Paragraph 5.1.

### **Copies of Documents**

**2.3.** OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **CONTRACTOR's Pre-Start Representations**

**2.4.** CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Requirements (Division 1) of the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

**Commencement of Contract Time, Notice to Proceed**

2.5. The Contract Time will commence to run on the thirtieth day after the day on which the executed Agreement is delivered by OWNER to CONTRACTOR; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid Opening or the thirtieth day after the day on which OWNER delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which OWNER delivers the executed Agreement to CONTRACTOR.

**Starting the Project**

2.6. CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No work shall be done at the site prior to the date on which the Contract Time commences to run.

**Before Starting Construction**

2.7. Before undertaking each part of the work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error, or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

2.8. Within ten days after delivery of the executed Agreement by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the work, and a preliminary schedule of shop drawing submissions.

2.9. Before starting the work at the site, CONTRACTOR shall furnish OWNER and ENGINEER Certificates of Insurance as required by Article 5. Within twenty days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR, and his Superintendent.

**ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS**

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3.1. It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to ENGINEER's attention in writing at once and before proceeding with the work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instructions to Bidders, General Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any work

that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

#### **ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

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##### **Availability of Lands**

**4.1.** OWNER shall furnish, as indicated in the Contract Documents, and not later than the date when needed by CONTRACTOR, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

##### **Physical Conditions - Surveys and Reports**

**4.2.** Reference is made to the General Requirements (Division 1) of the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the work which have been relied upon by ENGINEER in preparation of the drawings and Specifications.

##### **Unforeseen Physical Conditions**

**4.3.** CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will promptly investigate those conditions and advise OWNER in writing if further surveys or subsurface tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

##### **Reference Points**

**4.4.** OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the work. CONTRACTOR shall be responsible for surveying and laying out the work (unless otherwise provided in the Supplementary Conditions), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

**4.5.** All elevations shown on the Plans or referred to herein are in feet above mean sea level datum as established by the United States Geological Survey, unless otherwise noted. The CONTRACTOR shall verify all the existing structure locations and elevations at points of connection or possible interference between his



work and the existing structures and shall report at once to the ENGINEER any interferences or discrepancies discovered.

**4.6.** The CONTRACTOR shall cause to be replaced by a Registered Land Surveyor all survey monuments and/or property irons damaged or destroyed by his operations or the operations of his Subcontractor.

## **ARTICLE 5 - BONDS AND INSURANCE**

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### **Performance, Payment and Other Bonds**

**5.1.** CONTRACTOR shall furnish performance and payment bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided in the Supplementary Conditions) in such form and with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

**5.2.** If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, CONTRACTOR shall within five days thereafter substitute another bond and surety, both of which shall be acceptable to OWNER.

### **Insurance Required of the CONTRACTOR**

**5.3.** Prior to commencement of the work, the CONTRACTOR shall purchase and maintain during the term of the Project such insurance as will protect him, the OWNER(s), OWNER'S REPRESENTATIVE and the ENGINEER(s) from claims arising out of the work described in this Contract and performed by the CONTRACTOR, Subcontractor(s), or Sub-subcontractor(s) consisting of:

**5.3.1.** Worker's Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal Compensation Acts such as U.S. Longshoremen or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this Project is performed are acceptable.

**5.3.2.** A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

- (a) all premises and operations;
- (b) explosion, collapse, and underground damage;
- (c) CONTRACTOR's Protective Coverage for independent CONTRACTORS and subcontractors employed by him;
- (d) Contractual Liability for the obligation assumed in the indemnification or hold harmless agreement found in the General Conditions section of this Contract;
- (e) the usual Personal Injury Liability endorsement with no exclusions pertaining to employment;
- (f) products and completed operations coverage -- this coverage shall extend through the Contract Guarantee period.

**5.3.3.** A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired vehicles. In light of standard policy provisions concerning:

- (a) loading and unloading; and
- (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

**5.3.4.** The CONTRACTOR will purchase for the OWNER an OWNER's Protective Liability policy to protect the OWNER, the ENGINEER, their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the Subcontractor(s), and the Sub-subcontractor(s) under this Contract.

**5.3.5.** The CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the Project for the full cost of replacement as of the time of any loss which shall include as named insureds:

- (a) the CONTRACTOR;
- (b) all Subcontractors;
- (c) all Sub-subcontractors;
- (d) the OWNER, the ENGINEER(s) or Architect(s);

as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake, with exclusions normal to the coverage. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability of self-assume, but he will be held solely responsible for the amount of such deductible and for any non-insurance penalties. Any insured loss shall be adjusted with the OWNER and the CONTRACTOR and paid to the OWNER and CONTRACTOR as trustee for the other insureds.

**5.3.6. Umbrella or Excess Liability:** The OWNER or its representative may, for certain projects, require limits higher than those stated in Paragraph 5.4. which follows. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

**5.3.7. Railroad Protective Liability:** Where such an exposure exists, the CONTRACTOR will provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(ies) involved. See Supplemental General Conditions for limits and coverage requested.

**Limits of Liability**

**5.4.** The required limits of liability for insurance coverages requested in Paragraph 5.3 shall be NOT LESS than the following:

**5.4.1. Worker's Compensation:**

Coverage A - Compensation	Statutory
Coverage B - Employer's Liability	\$500,000

**5.4.2. Comprehensive General Liability:**

Bodily Injury - Each Occurrence	\$1,000,000
Bodily Injury - Aggregate (Completed Operations)	\$1,000,000
Property Damage - Each Occurrence	\$500,000
Property Damage - Aggregate or Combined Single Limit	\$1,000,000 \$2,000,000

**5.4.3. Comprehensive Automobile Liability:**

Bodily Injury	\$500,000
Property Damage or Combined Single Limit	\$200,000 \$1,000,000

**5.4.4. OWNER's Protective:**

Bodily Injury - Each Occurrence	\$1,500,000
Property Damage - Each Occurrence	\$500,000
Property Damage - Aggregate or Combined Single Limit	\$1,000,000 \$2,000,000

**5.4.5. Builder's Risk-Installation Floater:** Replacement Cost at Time of Loss

**5.4.6. Umbrella or Excess Liability:** \$3,000,000

**Insurance - Other Requirements**

**5.5.** The following conditions shall also be required in regard to insurance coverage.

**5.5.1. Notice of Cancellation or Intent Not to Renew:** Policies will be endorsed to provide that at least 30 days written notice of cancellation or of intent not to renew shall be given to the OWNER and to the ENGINEER.

**5.5.2. Evidence of Coverage:** Prior to commencement of the work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the OWNER's form of certificate provided. Other forms of certificate are acceptable only if:

- (a) they include all of the items prescribed in the OWNER's form of certificate, including agreement to cancellation provisions outlined in Paragraph 5.5.1. above; and
- (b) they have written approval of the OWNER and the ENGINEER. The OWNER reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "originally signed copies," and so designated.

**5.5.3. Evidence of Insurance Required for the CONTRACTOR:**

- (1) Worker's Compensation and Employer's Liability Comprehensive General Liability including:
  - (a) all premises and operations;
  - (b) explosion, collapse, and underground damage;
  - (c) CONTRACTOR's Protective;

- (d) Contractual Liability for obligations assumed in the Indemnification-Hold Harmless Agreement of this Contract;
  - (e) Personal Injury Liability;
  - (f) products and completed operations;
- (2) Comprehensive Automobile Liability including owned, non-owned, and hired vehicles
- (3) Umbrella or Excess Liability

**5.5.4. Evidence of Insurance Required for the OWNER:**

- (a) OWNER's Protective Liability which names as insured(s) the OWNER, OWNER'S REPRESENTATIVE the ENGINEER(s), their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located.

**5.5.5. Evidence of Insurance Required for the CONTRACTOR and the OWNER:**

- (a) Builder's Risk-Installation Floater which names as insured(s) the OWNER; OWNER'S REPRESENTATIVE; the ENGINEER(s); their consultants, agents, and employees; the CONTRACTOR and all Subcontractors.

**5.5.6. Qualification of Insurers:** In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI and a Policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the OWNER.

**Additional Bonds and Insurance**

**5.6.** Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may require. If such other bonds or such other insurance is specified by written instructions given prior to Opening of Bids, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER (except as otherwise provided in Article 11).

**ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

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**Supervision and Superintendence**

**6.1.** CONTRACTOR shall supervise and direct the work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

**6.2.** CONTRACTOR shall keep on the work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

**Labor, Materials, and Equipment**

**6.3.** CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

**6.4.** CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.

**6.5.** All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**6.6.** All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

**Substitute Materials or Equipment**

**6.7.** Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function may be considered.

The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

**Concerning Subcontractors**

**6.8.** CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER and ENGINEER prior to the Notice of Award will be deemed acceptable to OWNER and ENGINEER. Acceptance of any Subcontractor, other person, or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective work or work not in conformance with the Contract Documents. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. CONTRACTOR shall not without the consent of OWNER and ENGINEER make any substitution for any CONTRACTOR, other person, or organization who has been accepted by OWNER and ENGINEER unless ENGINEER determines that there is good cause for doing so.

Nothing contained in these Contract Documents shall create any contractual relationship between the OWNER or ENGINEER and any Subcontractor or Sub-Subcontractor.

**6.9.** CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the Schedule of Values.

**6.10.** The divisions and sections of the Specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

**6.11.** CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

**6.12.** All work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Article 5 of these General Conditions, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee under Paragraph 5.3.5.

### **Patent Fees and Royalties**

**6.13.** CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

### **Permits**

**6.14.** CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his Bid. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

**Laws and Regulations**

**6.15.** CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to ENGINEER, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules, and regulations.

**Taxes**

**6.16.** CONTRACTOR shall pay all sales, consumer use, and other Federal, State and Local taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

**Use of Premises**

**6.17.** CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. CONTRACTOR shall restore the areas to their original condition.

**6.18.** CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures that will endanger it.

**Record Drawings**

**6.19.** CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for OWNER upon completion of the Project. (Note: Further provisions in respect of such record Drawings may be included in the General Requirements (Division 1).)

**Safety and Protection**

**6.20.** CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- (a) all employees on the work and other persons who may be affected thereby;
- (b) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site;
- (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards

for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Paragraph 6.20(b) or 6.20(c) caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR; except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 14.13 that work is acceptable.

**6.21.** CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

**6.22.** Neither OWNER nor ENGINEER shall be responsible for safety on the job. It is the CONTRACTOR's sole responsibility to comply with the rules and regulations of the Occupational Safety and Health Act (OSHA).

### **Emergencies**

**6.23.** In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, CONTRACTOR without special instruction or authorization from ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

### **Shop Drawings and Samples**

**6.24.** After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8) five copies (or at ENGINEER's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

**6.25.** CONTRACTOR shall also submit to ENGINEER for approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

**6.26.** At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

**6.27.** ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of correct copies of Shop Drawings and resubmit new samples, until approved. CONTRACTOR shall direct specific attention in writing or on



resubmitted Shop Drawings to revisions other than the corrections called for by ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any Shop Drawing or sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.

**6.28.** Where a Shop Drawing or sample submission is required by the Specifications, no related work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to ENGINEER.

**6.29.** ENGINEER's approval of Shop Drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

(Note: Further provisions in respect to Shop Drawings and samples may be included in the General Requirements (Division 1).)

### **Cleaning**

**6.30.** CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. (Note: Further provisions in respect of cleaning may be included in the General Requirements (Division 1).)

### **Indemnification**

**6.31.** CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents, directors, officers, and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is:

- (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and
- (b) caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**6.32.** In any and all claims against OWNER or ENGINEER or any of their agents or directors, officers, and employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR, or any Subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

**6.33.** The obligations of CONTRACTOR under Paragraph 6.30 shall not extend to the liability of ENGINEER, his agents or directors, officers, and employees arising out of:

- (a) the preparation of approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
- (b) the giving of or the failure to give directions or instructions by ENGINEER, his agents or directors, officers and employees provided such giving or failure to give is the primary cause of injury or damage.

## **ARTICLE 7 - WORK BY OTHERS**

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**7.1.** OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the other CONTRACTORS who are parties to such direct contracts (or OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

**7.2.** If any part of CONTRACTOR's work depends for proper execution or results upon the work of any such other CONTRACTOR (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work except as to defects and deficiencies which may appear in the other work after the execution of his work.

**7.3.** CONTRACTOR shall do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and of the other CONTRACTORS whose work will be affected.

**7.4.** If the performance of additional work by other CONTRACTORS or OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

## **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

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**8.1.** OWNER shall issue all communications to CONTRACTOR through ENGINEER.

**8.2.** In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

**8.3.** OWNER shall furnish the data required of him under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Paragraphs 14.4 and 14.13.

**8.4.** OWNER's duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface

and latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

- 8.5. OWNER's responsibilities in respect of liability and property insurance are set forth in Article 5.
- 8.6. In addition to his rights to request changes in the work in accordance with Article 10, OWNER (especially in certain instances as provided in Paragraph 10.4) shall be obligated to execute Change Orders.
- 8.7. OWNER's responsibility in respect of certain inspections, tests, and approvals is set forth in Paragraph 13.2.
- 8.8. In connection with OWNER's right to stop work or suspend work, see Paragraphs 13.8 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

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### **OWNER's Representative**

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of OWNER and ENGINEER.

### **Visits to Site**

9.2. ENGINEER will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep OWNER informed of the progress of the work and will endeavor to guard OWNER against defects and deficiencies in the work of CONTRACTORS.

### **Clarifications and Interpretations**

9.3. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefor as provided in Article 11.

### **Rejecting Defective Work**

9.4. ENGINEER will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of the inspection, test, or approval referred to in Paragraph 13.2 or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the work as provided in Paragraph 13.7, whether or not the work is fabricated, installed, or completed.

**Shop Drawings, Change Orders, and Payments**

- 9.5. In connection with ENGINEER's responsibility for Shop Drawings and samples, see Paragraphs 6.23 through 6.28 inclusive.
- 9.6. In connection with ENGINEER's responsibility for Change Orders, see Articles 10, 11, and 12.
- 9.7. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

**Resident Project Representatives**

9.8. If the OWNER authorizes the ENGINEER, the ENGINEER shall provide one or more full-time resident project representatives to assist the ENGINEER in carrying out his responsibilities at the site. The duties, responsibilities, and limitation of authority of any such resident project representative shall be to endeavor to further protect the OWNER against defects and deficiencies in the work. But the furnishing of such resident project representatives shall not make the ENGINEER responsible for construction means, methods, techniques, sequences, or procedures or for any safety precautions or programs in connection with the work.

**Decisions on Disagreements**

9.9. ENGINEER will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both OWNER and CONTRACTOR. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred to ENGINEER for decision, which he will render in writing within a reasonable time.

**Limitations on Engineer's Responsibilities**

- 9.10. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any materialman, fabricator, supplier, or any of their agents or employees or any other person performing any of the work.
- 9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for CONTRACTOR's failure to perform the work in accordance with the Contract Documents.
- 9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

**ARTICLE 10 - CHANGES IN THE WORK**

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10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change

Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

**10.2.** ENGINEER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If CONTRACTOR believes that any minor change or alteration authorized by ENGINEER entitles him to an increase in the Contract Price, he may make a claim therefor as provided in Article 11.

**10.3.** Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency and as provided in Paragraphs 10.2 and 13.7.

**10.4.** OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the work to be performed as provided in Paragraph 4.3, and work performed in an emergency as provided in Paragraph 6.23 and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by ENGINEER.

**10.5.** It is CONTRACTOR's responsibility to notify his Surety of any changes affecting the general Scope of Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

## **ARTICLE 11 - CHANGE OF CONTRACT PRICE**

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**11.1.** The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

**11.2.** The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. Any claims, not delivered to OWNER or ENGINEER within forty-five days or within any additional period allowed by ENGINEER in writing, shall be forfeited by the CONTRACTOR and shall not be honored by the OWNER. All claims for adjustments in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

**11.3.** The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- (a) where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- (b) by mutual acceptance of a lump sum;
- (c) on the basis of the Cost of the Work (determined as provided in Paragraph 11.4.).

**Cost of the Work**

**11.4.** The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the work. Except as may be otherwise agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5.

**11.4.1.** Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by OWNER and CONTRACTOR: Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the OWNER.

**11.4.2.** Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith: All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

**11.4.3.** Payments made by CONTRACTOR to the Subcontractors for work performed by Subcontractors: If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Cost of the Work shall be determined in accordance with Paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

**11.4.4.** Costs of special consultants (including, but not limited to, ENGINEERS, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the work.

**11.4.5.** Supplemental costs including the following:

- (a) The proportion of necessary transportation, traveling and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work;
- (b) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR;
- (c) Sales, use or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority;
- (d) Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses;
- (e) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of and to the work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses,

damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in Paragraph 11.6.2;

- (f) The cost of utilities, fuel and sanitary facilities at the site;
- (g) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work;
- (h) Cost of premiums for bonds and insurance which OWNER is required to pay.

**11.5.** The term Cost of the Work shall not include any of the following:

**11.5.1.** Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, ENGINEERS, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the schedule referred to in Subparagraph 11.4.1. -- all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

**11.5.2.** Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

**11.5.3.** Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

**11.5.4.** Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.4.5(h)).

**11.5.5.** Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

**11.5.6.** Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

**11.5.7.** Temporary shut down of work due to unknown existing condition. CONTRACTOR shall not charge OWNER for equipment of labor for idled operations due to unforeseen condition at the work site.

**CONTRACTOR's Fee**

**11.6.** The CONTRACTOR's Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

**11.6.1.** A fixed mutually acceptable. If no mutually acceptable fixed fee can be agreed upon, then,

**11.6.2.** A fee based on the following percentages of the various portions of the Cost of the Work:

- (a) for costs incurred under Paragraphs 11.4.1. and 11.4.2.; the CONTRACTOR's Fee shall be ten (10) percent;

(b) for costs incurred under Paragraph 11.4.3., the CONTRACTOR's Fee shall be five (5) percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten (10) percent; and

(c) no fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4., 11.4.5., and 11.5.

**11.7.** The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

**11.8.** Whenever the cost of any work is to be determined pursuant to Paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

### **Cash Allowances**

**11.9.** It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the work so covered to be done by such materialmen, suppliers, or Subcontractors and for such sums within the limit of the allowances as ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

## **ARTICLE 12 - CHANGE OF THE CONTRACT TIME**

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**12.1.** The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

**12.2.** The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate CONTRACTOR employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or Acts of God.

**12.3.** All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.



**ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

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**Warranty and Guarantee**

**13.1.** CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests, or approvals referred to in Paragraph 13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests, or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

**Tests and Inspections**

**13.2.** If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by some public body, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing, or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to OWNER and CONTRACTOR and the costs thereof shall be borne by CONTRACTOR unless otherwise specified.

**13.3.** CONTRACTOR shall give ENGINEER timely notice of readiness of the work for all inspections, tests, or approvals. If any such work required so to be inspected, tested, or approved is covered without written approval of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation, and such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of his intention to cover such work and ENGINEER has not acted with reasonable promptness in response to such notice.

**13.4.** Neither observations by ENGINEER, nor inspections, tests, or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the work in accordance with the requirements of the Contract Documents.

**Access to Work**

**13.5** ENGINEER and his representatives and other representatives of OWNER will at reasonable times have access to the work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

**Uncovering Work**

**13.6.** If any work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for his observation and replaced at CONTRACTOR's expense.

**13.7.** If any work has been covered which ENGINEER has not specifically requested to observe prior to its being covered, or if ENGINEER considered it necessary or advisable that covered work be inspected or tested by others, CONTRACTOR at ENGINEER's request shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection, and

testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

**OWNER May Stop the Work**

**13.8.** If the work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials, or equipment, OWNER may order CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

**Correction or Removal of Defective Work**

**13.9.** If required by ENGINEER prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by ENGINEER, remove it from the site and replace it with nondefective work. If CONTRACTOR does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from ENGINEER, OWNER may have the deficiency corrected or the rejected work removed and replaced. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

**One-Year Correction Period**

**13.10.** If, after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

**Acceptance of Defective Work**

**13.11.** If, instead of requiring correction or removal and replacement of defective work, OWNER (and, prior to approval and final payment, also ENGINEER) prefers to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

**Neglected Work by CONTRACTOR**

**13.12.** If CONTRACTOR should fail to prosecute the work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven days written notice to CONTRACTOR may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if ENGINEER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

**ARTICLE 14 - PAYMENTS AND COMPLETION**

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**Schedules**

**14.1.** At least ten days prior to submitting the first application for a progress payment, CONTRACTOR shall submit a progress schedule, a final schedule of Shop Drawing submissions and a schedule of values of the work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by ENGINEER, it shall be incorporated into the form of Application for Payment furnished by ENGINEER.

**Application for Progress Payment**

**14.2.** At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the application and accompanied by such data and schedules as ENGINEER may reasonably require. If payment is requested on the basis of material and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. Except where greater retention is necessary pursuant to definite circumstances specifically provided for in the construction contract, the following schedule of retained amounts from progress payments shall be followed:

- (a) Not more than 10% of the dollar value of all work in place until work is 50% in place.
- (b) After the work is 50% in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, the OWNER may retain not more than 10% of the dollar value of work more than 50% in place.
- (c) The retained funds shall not exceed the pro rata share of the OWNER's matching requirement under the construction contract and shall not be co-mingled with other funds of the OWNER and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the OWNER which shall account for both retainage and interest on each construction contract separately. An OWNER is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the OWNER.

- (d) Except as provided in 14.2.6 and 14.2.7, retainage and interest earned on retainage shall be released to the CONTRACTOR together with the final progress payment.
- (e) At any time after 94% of work under the Contract is in place and at the request of the original CONTRACTOR, the OWNER shall release the retainage plus interest to the original CONTRACTOR only if the original CONTRACTOR provides to the OWNER an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the CONTRACTOR and the OWNER.

**14.2.1.** If a dispute regarding a matter described in 14.2.2. arises, the CONTRACTOR and the OWNER shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the Contract, as follows:

- (a) in an agreement reached within 10 days after a dispute arises;
- (b) if an agreement cannot be reached within 10 days after a dispute arises, the OWNER shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the Contract and who is not an employee of the OWNER.

**14.2.2.** The OWNER may request dispute resolution by the agent regarding the following:

- (a) at any time during the term of the Contract, to determine whether there has been a delay for reasons that were within the control of the CONTRACTOR, and the period of time that delay has been caused, continued, or aggravated by actions of the CONTRACTOR.
- (b) at any time after 94% of work under the Contract is in place, whether there has been an unacceptable delay by the CONTRACTOR in performance of the remaining 6% of work under the Contract. The agent shall consider the terms of the Contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.

**14.2.3.** This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the Contract by either party.

**14.2.4.** The agent may request and shall receive all pertinent information from the parties and shall provide an opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place, and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within 14 days after the meeting.

**14.2.5.** The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, duress, or other illegal means.

**14.2.6.** If the dispute resolution results in a decision:

- (a) that there has been a delay as described in 14.2.2.(a), all interest earned on retained funds during the period of delay shall become the property of the OWNER;
- (b) that there has been unacceptable delay as described in 14.2.2.(b), the OWNER may contract with a subsequent CONTRACTOR to complete the remaining 6% of the work under the Contract, and interest earned on retained funds shall become the property of the OWNER. A subsequent

CONTRACTOR under this subdivision shall be paid by the OWNER from the following sources until each source is depleted, in the order listed below:

- (1) the dollar value of the original Contract, less the dollar value of funds already paid to the original CONTRACTOR and the dollar value of work in place for which the original CONTRACTOR has not received payment;
- (2) Retainage from the original CONTRACTOR, or funds made available under a letter of credit provided under 14.1.(e);
- (3) interest earned on retainage from the original CONTRACTOR, of funds made available under a letter of credit provided under 14.1.(e).

**14.2.7.** If the OWNER contracts with a subsequent CONTRACTOR as provided in 14.2.6.(b), the final progress payment shall be payable to the original CONTRACTOR within the time period specified in 14.4.1. The amount of the final progress payment to the original CONTRACTOR shall not include interest earned on retained funds. The OWNER may deduct from the final progress payment all expenses of contracting with the subsequent CONTRACTOR. This act shall not impair the right of the OWNER to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

#### **CONTRACTOR's Warranty of Title**

**14.3.** CONTRACTOR warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

#### **Approval of Payments**

**14.4.** ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the application to OWNER, or return the application to CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. OWNER shall, after presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER as provided under 14.4.1.

**14.4.1.** Each progress payment requested, including reasonable interest if requested under 14.4.2. shall be paid within thirty (30) days after receipt by the OWNER of the Application for Payment.

**14.4.2.** Upon failure of the OWNER to make a timely progress payment pursuant to this section, the person designated to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

**14.5.** ENGINEER's approval of any payment requested in an Application for Payment will constitute a representation by him to OWNER, based on ENGINEER's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment ENGINEER will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that he has reviewed the means,

methods, techniques, sequences, and procedures of construction, or that he has made any examination to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to him on account of the Contract Price, or that title to any work, materials, or equipment has passed to OWNER free and clear of any liens.

**14.6.** ENGINEER's approval of final payment will constitute an additional representation by him to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.

**14.7.** ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to approve any such payment, or, because of subsequently discovered evidence of the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect OWNER from loss because:

- (a) The work is defective, or completed work has been damaged requiring correction or replacement;
- (b) Claims or liens have been filed or there is reasonable cause to believe such may be filed;
- (c) The Contract Price has been reduced because of Modifications;
- (d) OWNER has been required to correct defective work or complete the work in accordance with Paragraph 13.11; or
- (e) Of unsatisfactory prosecution of the work, including failure to furnish acceptable submittals or to clean up.

### **Substantial Completion**

**14.8.** Prior to final payment, CONTRACTOR may, in writing to OWNER and ENGINEER, certify that the entire Project is substantially complete and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Project to determine the status of completion. If ENGINEER does not consider the Project substantially complete, he will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Project substantially complete, he will prepare and deliver to OWNER a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between OWNER and CONTRACTOR for maintenance, heat, and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Project is not substantially complete, he will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR consideration of OWNER's objections, ENGINEER considers the Project substantially complete, he will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from OWNER.

**14.9.** OWNER shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

**Partial Utilization**

**14.10.** Prior to final payment, OWNER may request CONTRACTOR in writing to permit him to use a specified part of the Project which he believes he may use without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, he will certify to OWNER and ENGINEER that said part of the Project is substantially complete and request ENGINEER to issue a Certificate of Substantial Completion for that part of the Project which is substantially complete. Within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that Part of the Project to determine its status of completion. If ENGINEER does not consider that it is substantially complete, he will notify OWNER and CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Project to be substantially complete, he will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

**Final Inspection**

**14.11.** Upon written notice from CONTRACTOR that the Project is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

**Final Application for Payment**

**14.12.** After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents -- all as required by the Contract Documents -- he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all liens arising out of the Contract Documents and the labor and services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material, and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which OWNER or his property might in anyway be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, materialman, fabricator, or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify him against any lien.

**Approval of Final Payment**

**14.13.** If, on the basis of his observation and review of the work during construction, his final inspection and his review of the final Application for Payment -- all as required by the Contract Documents -- ENGINEER is satisfied that the work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the work is acceptable subject to the provisions of Paragraph 14.16. Otherwise, he will return the application to CONTRACTOR, indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections

and resubmit the application. OWNER shall within ten days of presentation to him of an approved final Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

**14.14.** If after Substantial Completion of the work, final completion thereof is materially delayed through no fault of CONTRACTOR, and ENGINEER so confirms, OWNER shall upon certification by ENGINEER and without terminating the Agreement make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claims.

#### **CONTRACTOR's Continuing Obligation**

**14.15.** CONTRACTOR's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any correction of defective work by OWNER shall constitute an acceptance of work not in accordance with the Contract Documents.

#### **Waiver of Claims**

**14.16.** The making and acceptance of final payment shall constitute:

- (a) A waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled liens, from defective work appearing after final inspection pursuant to Paragraph 14.11, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; and
- (b) A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

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#### **OWNER May Suspend Work**

**15.1.** OWNER may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which work shall be resumed. CONTRACTOR shall resume the work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

#### **OWNER May Terminate**

**15.2.** If CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if he



disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven days' written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the work by whatever method he may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by ENGINEER and incorporated in a Change Order.

**15.3.** Where CONTRACTOR's services have been so terminated by OWNER, said terminations shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

**15.4.** Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

**CONTRACTOR May Stop Work or Terminate**

**15.5.** If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails to pay CONTRACTOR any sum approved by ENGINEER within thirty days of its approval and presentation, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' notice to OWNER and ENGINEER stop the work until he has been paid all amounts then due.

**ARTICLE 16 - OFFICE SPACE**

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**16.1.** The CONTRACTOR shall establish and maintain, at his own expense, office headquarters at the site of the Project. Telephone and fax service shall be provided. At the office headquarters shall be kept a complete set of the Contract Documents and Shop Drawings.

**16.2.** The CONTRACTOR shall arrange office space for the ENGINEER in a separate building or in a room completely partitioned off from the CONTRACTOR's office, if in the same building. The CONTRACTOR shall provide adequate heating and lighting telephone and fax service within the ENGINEER's office.

**ARTICLE 17 - MISCELLANEOUS**

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**Giving Notice**

**17.1.** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an

officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

**Computation of Time**

**17.2.** When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

**General**

**17.3.** All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

**17.4.** All Specifications, Drawings and copies thereof furnished by ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

**17.5.** The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Paragraphs 6.30, 13.1, 13.10, and 14.3 and the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to and shall not be construed in any way as a limitation of any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or by other Provisions of the Contract Documents.

**17.6.** Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission, or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

**17.7.** The Contract Documents shall be governed by the law of the place of the Project.

END OF SECTION



# COMMUNITY CENTER MAIN BUILDING PACKAGE

7200 South Huron River Drive  
Ypsilanti, MI 48197

Stantec Project Number: 2075154401  
Client Project Number: #####

DRAWING LIST		2023.08 PERMITS / BID
NO.	DRAWING NAME	
<b>GENERAL</b>		
G002	PROJECT COVER SHEET	*
G023	LEGENDS, SYMBOLS, ABBREVIATIONS	*
G024	TYPICAL MOUNTING HEIGHTS	*
G102	CODE SUMMARY	*
G111	PHASING PLAN	*
<b>ARCHITECTURE</b>		
A200	CC TOILET ROOM RENO - SPECIFICATIONS	*
A210	CC TOILET ROOM RENO - COMPOSITE PLAN	*
A211	CC TOILET ROOM RENO - ENLARGED PLANS	*
A212	CC TOILET ROOM RENO - ENLARGED PLANS	*
A213	CC TOILET ROOM RENO - ENLARGED PLANS	*
A221	CC TOILET ROOM RENO - COMPOSITE RCP	*
A222	CC TOILET ROOM RENO - RCP	*
A223	CC TOILET ROOM RENO - RCP	*
A224	CC TOILET ROOM RENO - RCP	*
A271	CC TOILET ROOM RENO - MATERIAL SCHEDULE	*
A272	CC TOILET ROOM RENO - FINISH PLANS	*
<b>MECHANICAL</b>		
M200	MECHANICAL LEGEND, SYMBOLS, AND ABBREVIATIONS	*
M210	CC TOILET ROOM RENO - UG PLUMBING COMPOSITE PLAN	*
M220	CC TOILET ROOM RENO - M&P COMPOSITE PLAN	*
M231	CC TOILET ROOM RENO - M&P ENLARGED PLANS	*
M232	CC TOILET ROOM RENO - M&P ENLARGED PLANS	*
M241	CC TOILET ROOM RENO - PLUMBING ONE LINE DIAGRAM	*
M251	CC TOILET ROOM RENO - MECHANICAL & PLUMBING DETAILS	*
M261	CC TOILET ROOM RENO - MECHANICAL & PLUMB SCHEDULES	*
M271	CC TOILET ROOM RENO - TEMPERATURE CONTROLS	*
M281	CC TOILET ROOM RENO - MECHANICAL & PLUMBING SPECS	*
<b>ELECTRICAL</b>		
E001	ELECTRICAL SYMBOLS AND ABBREVIATIONS	*
E200	CC TOILET ROOM RENO - COMPOSITE PLAN	*
E211	CC TOILET ROOM RENO - ELECTRICAL PLAN - AREA A	*
E212	CC TOILET ROOM RENO - ELECTRICAL PLAN - AREA B	*
E213	CC TOILET ROOM RENO - ELECTRICAL PLAN - AREA C	*
E251	ELECTRICAL DETAILS AND SCHEDULES	*
E261	ELECTRICAL SPECIFICATIONS	*
E262	ELECTRICAL SPECIFICATIONS	*
E263	ELECTRICAL SPECIFICATIONS	*

**PROJECT DESCRIPTION:**

THIS PROJECT INVOLVES THE RENOVATION OF EXISTING BUSINESS AND ASSEMBLY SPACES TO RECEIVE NEW FINISHES.

**REVIEWING AUTHORITIES:**

CHARTER TOWNSHIP OF YPSILANTI

**BUILDING CODES AND STANDARDS SUMMARY:**

2015 MICHIGAN BUILDING CODE (IMBC)  
2015 MICHIGAN REHABILITATION CODE  
2015 MICHIGAN ENERGY CODE  
2014 MICHIGAN PART 8, ELECTRICAL CODE  
2015 MICHIGAN MECHANICAL CODE  
2015 MICHIGAN PLUMBING CODE  
2012 NFPA 101 - LIFE SAFETY, INCORPORATING 2016 SCHOOL RULES (NFPA)  
2016 NFPA 13 - STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS  
NFPA 99A - STANDARD FOR INSTALLATION OF AIR CONDITIONING AND VENTILATION SYSTEMS  
ASHRAE STANDARD 90.1-2013 - ENERGY STANDARD FOR BUILDINGS  
ASHRAE STANDARD 55-2004 - THERMAL COMFORT FOR HUMAN OCCUPANCY

ADDITIONAL SCOPE REQUIREMENTS ARE INDICATED ACROSS ALL PLANS INCLUDED WITHIN THE CONSTRUCTION DOCUMENTS. BIDDERS ARE TO BE FAMILIAR WITH THE FULL SCOPE INDICATED ON THEIR TRADES' SPECIFIC SHEETS AND ALL OTHER SHEETS OF THE CONSTRUCTION DOCUMENT SET. THE PROJECT CONTAINS PHASING REQUIREMENTS. REFER TO THE PHASING PLANS FOR THE PROPOSED PROJECT PHASING. BIDDERS WILL INCLUDE ALL COSTS TO ACCOMPLISH THE PHASING.

**ALTERNATES:**

ALTERNATE 01: REFER TO CIVIL. REMOVAL OF FLOOR FINISH AND SUBSTRATE IN ROOMS 300 AND 301 REMOVED FROM THE SCOPE OF WORK

ALTERNATE 02: PROVIDE FULL FIRE ALARM SCOPE WITH ASSOCIATED ANCILLARY WORK



The professional's seal on the cover sheet represents that the information on the cover sheet is accurate in designer's professional opinion but does not assume professional responsibility for documents sealed by others that are referenced on the cover sheet. All professionals sealing drawings as a part of the design are professionally responsible for their own sealed documents.









SECTION 011000 - PROJECT REQUIREMENTS
Summary:
The Project consists of phased demolition of existing finishes, toilet rooms, ceilings, and underground plumbing to be replaced. Scope includes new partitions, lighting, ceilings, electrical outlets, underground sanitary, and finishes.
Project Requirements:
See Building Regulations per Building Owner.
Conditions of Contract, Agreements, Insurance:
1. Issued separately by Owner.
Definitions:
1. Owner, Building Owner, Landlord
Intent:
1. Drawings and specifications are intended to provide the basis for the proper completion of the Project suitable for the intended use of the building.
2. Items not expressly set forth but which are reasonably implied or necessary for the proper performance of this work shall be included.
Coordination:
1. Coordinate the work of all trades.
2. Prepare coordination drawings for areas above ceilings where close tolerances are required between building elements and mechanical and electrical work.
3. Verify location of utilities and existing conditions. Notify Architect of conditions differing from those indicated on the Drawings.
4. Verify dimensions on Drawings with dimensions at the Project. Do not scale Drawings.
5. GC to review and coordinate design intent and requirements of all construction documents and other project consultant/engineering documents with existing site conditions, shop drawings and other project consultant/engineering documents. Notify Architect/Designer of any conflicts prior to Work.
Cutting and Patching:
1. Provide cutting and patching work to properly complete the Project.
2. Do not remove or alter structural components without written approval.
3. Cut with tools appropriate for materials to be cut. Cuts to be clean, smooth & straight. Use of abrasive wheels, saws, or coring and jackhammers will be allowed only after prior review and obtaining approval by the architect and landlord in writing.
4. Patch with materials and methods to produce patch which is consistent with new work.
5. Do not cut and patch in a manner that would result in a failure of the work to perform as intended, decrease fire performance, decrease acoustical performance, decrease energy performance, decrease operational life, or decrease safety factors.
Field Engineering:
1. Verify and locate utilities, existing facilities, and equipment.
2. Survey and layout improvements, utilities, structures, and components.
Project Meetings:
1. Arrange for a preconstruction conference prior to start of construction. Meeting shall be attended by Owner, Architect, Contractor, and major subcontractors.
2. Arrange for progress meetings once a week or as agreed upon with Architect during construction, prior to application for payment. Record minutes and distribute promptly.
Progress Schedule:
1. Provide comprehensive bar chart schedule showing all major and minor portions of work, sequence of work and duration of each activity. Updates and re-issue regularly as work scope is modified, but not less than monthly.
2. Provide initial bar chart schedule provided before or on date of preconstruction conference of date indicated on Notice to Proceed.
3. Provide 3 week forecast schedules, updated weekly.
4. Provide Schedule of Submittals to be provided before or on date of preconstruction conference. Provide a minimum of one week notification prior to any major modifications.
Warranties:
1. Submit warranty for review and approval with other submittals.
2. Provide specific product warranties as marked below:
• Electrical
• Equipment
• Hardware
• Doors
• Ceilings
• Casework
• Millwork
Submittals:
1. Submit for approval all submittals listed in individual sections. Submit electronically, in PDF format. Submittals shall clearly indicate deviations from requirements of the Contract Documents. Submittals shall include details of Auxiliary and adjacent construction as applicable. Format each submittal with one item per email. For physical samples, submit 3 representative samples.
2. Timing of Submittals: Submit to allow at least ten (10) business days for review and handling. Submittals which have to be reviewed by the Architect and consultants require at least ten (10) business days for review and handling.
3. Architect's Action on Submittals: Architect will review submittals, stamp with "action stamp", mark action, and return to Contractor. Architect will review submittals only for conformance with the design concept of the project as stated in the Owner/Architect Agreement and the Conditions of the Contract. In no case shall approval or acceptance by the Architect be interpreted as a release of Contractor of his responsibilities to fulfill all of the requirements of the Contract Documents.
4. Required Resubmittal: If submittal is noted "reviewed" or "reviewed as noted", resubmission is not required. If submittal is noted "revise and resubmit", make corrections or changes to original and resubmit to Architect.
5. Clearly indicate any deviations from requirements of the contract documents. Fabricate materials from approved shop drawings only.
6. Finish submittals: Provide, at minimum:
• Shop drawings
• Strike down samples on paint colors and finishes

Request For Interpretation (RFI):
1. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to interpret at Project meeting, prepare and submit an RFI in digital format, email as described herein.
2. RFI's shall originate with Contractor. RFI's submitted by architect or other than Contractor will be returned with no response.
3. Content of the RFI shall include a detailed, legible description of item needing interpretation.
4. Architect will review each RFI, determine action required, and return in Allow three (3) to five (5) working days for Contractor's response for each RFI. RFI's received after 1:00 p.m. will be considered as received the following working day.
5. Format each email with one subject per RFI.
6. The following RFI's will be returned without action: requests for coordination information already indicated in the Contract Documents, incomplete RFI's or RFI's with numerous errors.
Quality Assurance:
1. Comply with applicable codes, regulations, ordinances and requirements of authorities having jurisdiction, including accessibility guidelines where applicable. Submit copies of inspection reports, notices and similar documents to Architect.
2. Contractor shall have the sole responsibility of verifying conditions at the job to provide for a safe and orderly performance of the work and assure compliance with safety requirements of all authorities having jurisdiction.
3. Demolition work under the contract shall be the full responsibility of the demolition contractor, and no act, direction or review of any system or method by the architect or his consultants shall change or affect the contractor's responsibility in this matter.
4. Verify and protect service lines and existing site area from deterioration or damage.
5. Provide temporary protection at return air ducts to eliminate dust and debris from building system related to construction activity.
6. Maintain the premises clean and free of trash and debris. Protect adjacent work from damage, soiling, paint overspray, etc. Fixtures, equipment, glazing, floors, etc. shall be left clean and ready for occupancy upon completion of project.
7. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for at least three (3) years unless otherwise specified by Architect.
8. Use experienced installers. Furnish evidence of experience if requested.
9. Deliver, handle, and store materials in strict accordance with manufacturer's instructions.
10. Use of any supplier or subcontractor is subject to Owner's approval.
11. Engage and pay for testing agencies as required. Refer to individual sections for additional requirements.
Products and Substitutions:
1. Provide products and materials specified. Request Architect's selection of colors and accessories in sufficient time to avoid delaying progress of the Work.
2. Submit requests for substitutions shall be in writing, including reasons. Submit sufficient information for Architect to evaluate proposed substitution including but not limited to information of Architect's specified item for the architect comparison process.
3. Remove and replace work which does not conform to the contract documents at no additional expense to the Owner.
Installation:
1. Inspect substrates and report unsatisfactory conditions in writing.
2. Do not proceed until unsatisfactory conditions have been corrected.
3. Take field measurements prior to fabrication where practical. Form to required shapes and sizes with true edges, lines and angles. Provide inserts and templates as needed for work of other trades.
4. Install materials in exact accordance with manufacturer's instructions and approved submittals.
5. Install materials in proper relation with adjacent construction and with proper appearance. All visible surfaces and edges, as shop fabricated or field modified to be finished to match adjacent.
6. Restore units damaged during installation. Replace units which cannot be restored or no additional expense to the Owner.
7. Refer to additional installation requirements and tolerances specified under individual specification sections.
Closeout:
1. Prepare punchlist for remaining work for review by the Architect.
2. Complete punchlist items promptly at no additional expense to the Owner.
3. Submit accurate record documents of building and site.
4. Submit operating manuals, maintenance manuals, and warranty information.
5. Obtain and submit copy of occupancy permits.
6. Train Owner's personnel in use of building systems.
7. Remove temporary facilities and provide final cleaning and touch up. If building regulations are not provided, provide, at minimum, cleaning by wipe dry cloth at all finish surfaces and interior window surfaces. Damp cloth wipe at all end surfaces to ensure clean and all soft surfaces and fabrics. Provide replacement filters. Clean existing, relocated and new, light fixtures, HVAC diffusers and returns, window treatments.
8. Restore portions of building, site improvements, landscaping and other items damaged by construction operations to the satisfaction of the Architect at no additional expense to the Owner.

SECTION 021000 - SELECTIVE DEMOLITION
Summary:
Provide selective demolition of interior partitions, systems, ceilings and components designated to be removed.
2. Protect portions of building, site and adjacent structures affected by demolition operations.
3. Remove and properly terminate abandoned utilities, conduits and wiring systems, including those above ceilings.
4. Provide temporary protection for the public from demolition operations.
5. Provide pollution control during demolition operations.
6. Remove and legal disposal of materials.
7. Notify Building Owner in writing of schedule of shut off of utilities which serve occupied spaces.
8. Notify Building Owner in writing if hazardous materials are encountered or suspected and stop work in that area until further notice.
9. Coordinate items to be salvaged for Reinstallation or Packaged and Delivered to Owner's Storage Area.
10. Remove items of salvageable value to the contractor from the project area as work progresses. Transport salvaged items from the site as they are removed. Do not store salvaged items on-site.
Submittals:
1. Submit demolition schedule. Include methods for protecting adjacent work and location of temporary partitions if applicable.
2. Submit proposed location for legal disposal of materials, and permit if applicable.
Demolition:
1. Survey existing conditions and coordinate with Architectural & MEP/FP Drawings and specifications to verify extent of demolition required. Provide videotape of existing conditions if clarification of existing damage may be construed as damage done by construction operations.
2. Verify conditions at site to determine whether demolition methods proposed for use will not endanger existing structures by overloading, falling, or unplanned collapse.
3. Perform demolition operations by methods which do not endanger adjacent spaces, structures, or the public.
4. Perform demolition operations to prevent dust and pollutant hazards. Provide chutes as required to control dust and debris.
5. Handle items, relics, and other objects of interest or value found during demolition remain the property of the Owner.
SECTION 061000 - ROUGH CARPENTRY
Summary:
Provide rough carpentry for grounds, railers and blocking.
Submittals:
1. Submit product data.
Products:
1. Lumber Standards and Grade Stamps: PS 20, American Softwood Lumber Standard and inspection agency grade stamps.
2. Construction Panel Standards: PS 1, U.S. Product Standard for Construction and Industrial Plywood, APA PPP 108.
3. Fire Retardant Treatment for All Interior Concealed Carpentry: AWWPA C20 for lumber and AWWPA C27 for plywood; noncombustible type.
4. Miscellaneous Lumber, Blocking and Nailers: Standard grade light framing, 19 percent moisture content maximum.
5. Anchors and Fasteners: Non corrosive, suitable for load and exposure.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Provide nailers, blocking and grounds where required. Set work plumb, level and accurately cut.
3. Comply with manufacturer's requirements for treated materials.
SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK
Summary:
Provide Interior Architectural Woodwork. Refer to drawings for all items; provide miscellaneous metal supports for framing.
2. Manufacturing, storage and install shall comply with AIA Standards.
Submittals:
1. Submit product data, shop drawings and samples, each type.
Products:
Refer to drawings for applicable items.
1. AIA Standards, Architectural Woodwork Standards.
2. Interior Plastic Laminate Clad Casework:
A. Laminate: High pressure decorative laminate, NEMA LD 3.
B. Grade: Premium.
C. Finish: Refer to Drawings.
3. Casework Hardware and Auxiliary Materials:
A. Hardware Finish and Base Metal: Refer to Drawings
4. Plastic Laminate Material Countertops and Trim:
A. Type: Refer to Finish Schedule
B. Edge: Refer to Drawings
5. Solid Surface Material Countertops and Trim:
A. Type: Refer to Finish Schedule
B. Edge: Refer to Drawings
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Comply with standards referenced.
3. Provide trim for scrubbing and site cutting.
4. Install work plumb, level and in proper alignment.
5. Provide work free from tool marks and blemishes.
6. Securely fasten to substrates.
7. Install in lengths to minimize joints and seams.
8. Touch up damaged or abraded finishes.
SECTION 070410 - PENETRATION FIRESTOPPING
Summary:
Provide Firestopping at the Following Locations:
A. Penetrations through fire resistance rated walls and partitions.
B. Penetrations through smoke barriers and construction enclosing compartmentalized areas.
C. Sealar joints in fire resistance rated construction.
D. Repair existing conditions disturbed prior to start of construction. Investigate and notify Architect and Owner of any previously damaged fireproofing prior to start of construction. Video damage location per Section 024100. Provide pricing and document scope for Building Owner/Tenant review.
Submittals:
1. Submit product data and test reports for of each type of joint.
Products:
1. Fire Performance: ASTM E 119, ASTM E 814, and local regulations.
2. Match existing or provide product compatible with existing.
3. Through Penetration Firestop Systems: per manufacturer's requirements to meet rated assembly.
4. Ceramic Fiber and Mastic Coating.
5. Endothermic Latex Compounds.
6. Intumescent Latex Sealant.
7. Fire Resistant Elastomeric Joint Sealants: per manufacturer's requirements to meet rated assembly.
8. Single component, non-sag, urethane sealant.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Inspect existing and new work for proper firestopping prior to close in of ceilings and walls.
3. Provide material thickness necessary to provide fire resistance ratings indicated or required by authorities having jurisdiction.
SECTION 079200 - JOINT SEALANTS
Summary:
Provide As shown and additionally:
1. At interior joints.
2. At joints between dissimilar materials, UON.
3. At all gaps between similar materials.
4. At interior control joints.
5. At visible perimeters of frames and trims.
6. At joint between perimeter ACT edge trim and irregular walls.
7. Completely around all plumbing fixtures, fittings, and trim of counter tops, walls, and floors.
Submittals:
1. Provide standard finish chart for initial color selection.
2. Submit product data.
Products:
1. Latex Joint Sealants:
A. Acrylic Type: Acrylic emulsion, ASTM C 834.
B. Application: Interior joints in vertical and overhead surfaces with limited movement.
2. Sanitary Silicone Elastomeric Joint Sealants:
A. Type: One part mildew resistant silicone sealant, ASTM C 920.
B. Application: Sanitary applications, interior use.
3. Auxiliary Materials:
A. Plastic foam joint fillers.
B. Elastomeric tubing backer rods.
4. Acoustical Sealants:
A. Type: Latex-based sealing compounds, ASTM C834
B. Application:
1. For Exposed, color as selected by Architect from manufacturer's complete range of colors
2. For Concealed, color per manufacturer's standard
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Test sealant adhesion for each substrate required.
3. Install in proper relation with adjacent work.
4. Clean adjacent surfaces soiled with sealant immediately.
SECTION 081110 - HOLLOW METAL FRAMES
Summary:
Provide Steel Frames; refer to drawings.
A. Interior Frames.
Submittals:
1. Submit product data, shop drawings.
Products:
1. Products: As selected by Architect complying with the following.
2. Standards: ANSI/SDI 100, Recommended Specifications for Standard Steel Doors and Frames.
3. Steel Frames:
A. Interior Frames: Welded type, sheet steel, mildered, 16 gage.
B. Finish: Factory primed and field painted to match existing.
C. Prep and reinforce for hardware.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.

SECTION 081400 - FLUSH WOOD DOORS
Summary:
Provide interior solid core flush wood doors.
Submittals:
1. Submit product data, samples, shop drawings, warranty.
Products:
1. Products: As selected by Architect complying with the following.
2. AIA Quality Standards: NWDA USA 1.1 A, and AIA Architectural Quality Standards.
3. Interior Solid Core Doors:
A. Grade: Premium.
B. Construction: 5 ply.
C. Core: Structural composite lumber core.
D. Species, Grain Matching and Transparent Finish: Match Existing
4. Fitting and Finish:
A. Fitting: Factory prefit and prematch doors.
B. Fitting: Remold existing doors as required.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Comply with NWMA IS 1 and AIA Quality Standards.
3. Prefit doors to frames, prematch doors to hardware, and factory bevel.
4. Install with not less than 1/8 inch clearance at top and sides, and 1/4 inch at bottom unless undercut is required.
5. Comply with NFPA 80 for rated assemblies.
6. Refinish salvaged and existing-to-remain doors to match new. Coordinate with door schedule.
SECTION 087100 - DOOR HARDWARE
Summary:
Provide hardware for swinging doors and/or sliding doors. Refer to Door Schedule.
2. Remold existing hardware. Refer to Door Schedule.
3. Comply with code and accessibility requirements.
Submittals:
1. Submit product data, hardware schedule, maintenance data.
Products:
1. Products: Refer to Door Schedule.
2. Product Requirements:
A. Handicapped Accessibility: ANSI A117.1, ADAAG, and local requirements.
B. Materials and Application: ANSI A193 series standards.
C. Quality Level: Commercial.
3. Locksets and Latchsets: Mortise type.
4. Lock Cylinders: Integral type.
5. Keying: As required by Building Standards.
6. Hinges and Butts: Full mortise type with nonremovable pins at security doors; threshold.
7. Exit Devices: High frequency type.
8. Exit Devices: High frequency type.
9. Hardware Finishes: Satin chrome and satin stainless steel, UON in Hardware Schedule.
10. Door Trim Units: Refer to Hardware Schedule.
11. Stops: For each door; floor mounted door types, UON in Hardware Schedule.
12. Silencers: At all frames.
13. Accessory Hardware:
A. Flush bolts with dustproof strikers.
B. Mortised automatic door bolts.
C. Continuous acoustical gaskets.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Comply with Door Hardware Institute "Recommended Locations for Builder's Hardware" and hardware manufacturers instructions.
3. Refer to hardware schedules on the Drawings for hardware sets.
SECTION 092110 - GYPSUM BOARD ASSEMBLIES
Summary:
Provide Gypsum Board Assemblies as indicated in the drawings:
A. Interior walls, partitions, and ceilings for tape and joint compound finish.
B. Interior partition steel frames, steel frames and furred enclosures and columns.
C. Provide miscellaneous metal supports for framing of partial height partitions.
D. Cementitious backer boards for application of tile.
E. Remodeling gypsum drywall systems at areas of new construction.
F. Gypsum board finishes.
G. Sound attenuation insulation.
H. Concealed acoustical sealants.
Submittals:
1. Submit product data to include limiting height chart for each type and gage of metal framing.
Products:
1. Products: Refer to drawings and comply with the following.
2. Gypsum Wallboard: ASTM C 36, regular and fire rated types. Refer to drawings for thickness.
3. Cementitious Backer Boards: ANSI A 118.9, cement coated Portland cement panels. Refer to drawings for thickness.
4. Trim Accessories:
A. Material: Metal and plastic (plastic for J-Bead only).
B. Types: Corrosive edge trim, and control joints.
C. Decorative Profiles: Aluminum reveals and channels.
5. Steel Framing for Walls and Partitions:
A. Steel Studs and Runners: ASTM C 645, equivalent 20 gage (0.029 inch) MIN thickness.
B. Furring Channels: ASTM C 645, equivalent 20 gage (0.029 inch) MIN thickness.
C. Auxiliary Framing Components: Furring brackets, resilient furring channels, Z furring members, and non corrosive fasteners.
D. Installation Standard: ASTM C 754.
E. Deflection Criteria: L/240 MAX, UON.
6. Steel Framing for Suspended and Furred Ceilings: ASTM C 645, standard channels.
A. Steel Studs: Match steel studs used for walls.
B. Accessories: Hangers and inserts.
C. Installation Standard: ASTM C 754.
7. Auxiliary Materials:
A. Gypsum board screws, ASTM C 1002.
B. Fastening adhesive.
C. Concealed acoustical sealant, refer to Section 079200.
D. Mineral fiber sound attenuation blankets, meet assembly requirements shown on drawings, coordinate size with framing spacing for light friction fit.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Comply with standards referenced above and ASTM C 840, GA 216 and GA 214.
3. Install joints only over framing members. Do not allow butt to butt joints.
4. Provide blocking for items such as, but not limited to, railings, grab bars, casework, furniture, AV equipment, artwork, whiteboards, flat accessories, and similar items.
5. Provide acoustical sealant at runner tracks, wall perimeters, openings, expansion, and control joints per ASTM C919.
6. Install gypsum board assemblies true, plumb, level and in proper relation to adjacent surfaces.
7. Where new partitions meet existing construction, remove existing cornerbeads to provide smooth transition.
8. Provide Level 4 finish treatment, minimum, vertical surfaces, UON on the Drawings.
A. Sand and leave ready for finish painting and wall treatment.
SECTION 093000 - TILING
Summary:
Provide tile for the following applications. Refer to drawings for applicable items & conditions:
A. Wall tile over tile backer board at wet areas. Refer to Section 092110.
Submittals:
1. Submit product data, samples.
Products:
1. Products: As selected by Architect complying with the following.
2. Tile Materials: ANSI A 116 series standard specifications.
3. Wall Tiles Types: Refer to Finish Schedule.
4. Tile Accessories:
A. Metal Edge Trim - Refer to Finish Schedule
5. Setting Materials: Latex Portland cement mortar, ANSI A118.4.
6. Grout: Latex Portland cement grout, ANSI A118.7.
7. Elastomeric Sealants (TCM listed below in Installation): ASTM C290. Refer to Section 079200.
A. One part mildew resistant silicone sealant for non traffic areas.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Comply with ANSI 108 series standard specifications and details/specifications per Tile Council of North America.
3. Handbook for Ceramic Tile Installation.
4. Layout tile in pattern as shown on the Drawings with alignment of grids, to provide uniform joint width, and to minimize cutting.
5. Grout, cure, clean and protect tile surfaces. Seal grout.
6. Confirm by testing compatibility of silicone sealant with porous substrates (stone, concrete, semi-porous or non-porous tile)
SECTION 095100 - ACOUSTICAL CEILING
Summary:
Provide acoustical lay in ceilings, trim, and metal suspension system.
Submittals:
1. Submit product data, samples.
Products:
1. Products: Refer to Finish & Material Schedule.
2. Acoustical Panel Ceilings:
A. Size: Refer to Finish & Material Schedule.
B. Thickness: Refer to Finish & Material Schedule.
C. Edge Detail: Refer to Finish & Material Schedule.
D. Pattern: Refer to Finish and Material Schedule.
E. Type and Finish: ASTM E 1284. Refer to Finish & Material Schedule.
3. Suspension Systems:
A. Exposed grid suspension system, ASTM C 635 intermediate duty classification, refer to Finish & Material Schedule.
B. Fire Rating: Non fire resistance rated suspension system.
C. Suspension System Accessories: Attachment devices and hangers, ASTM C 635.
D. Cap Material: Painted steel finish to match existing.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Measure and layout acoustical ceilings to avoid less than 1/2 panel units whenever practical.
3. Install suspension systems in accordance with ASTM C 636. Install ceiling level to within 1/8 inch in 20 ft tolerance.
4. Install panels with pattern or grain running one way.
5. Replace damaged tiles at new per MEP/FP and low-voltage installations and commissioning activities.
6. Review on site with Architect prior to installation ACT trim wrapping at corners, soffits, round columns or other difficult transition areas. All curved or rounded trim to be curved by manufacturer and not cut to form.
SECTION 096005 - REQUIREMENTS FOR SUBFLOOR
Summary:
Provide flat & level subfloor at floor elevations indicated on the Drawings for new flooring and doors. Meet subfloor flat & level tolerances per manufacturer's recommendations and per the following:
A. Contractor to measure, terminate, and patch subfloor elevations to determine levelness of floor and to notify architect promptly of any deviations in the floor elevations that will require filling, beyond patching tolerances already required in the tile floor specifications, or exceeding 3/16" in 10' feet max.
2. Prepare concrete surfaces according to ASTM F 710.
3. Perform testing for relative humidity (RH) and alkalinity per manufacturer's recommendations at slab-on-grade and for direct job-down applications.
4. Prepare subfloor to receive finish flooring per Manufacturer's instructions, recommendations, and restrictions for subfloor treatment materials based on RH and alkalinity test findings. Preparation of subfloor to include: grinding or scarifying slab, applying leveling compound to meet finish elevations, applying concrete slab primer.
Submittals:
1. Submit product data per manufacturer to include instructions, recommendations, and restrictions for subfloor treatment materials.
Products:
1. Subfloor Treatment: Materials manufactured, supplied, or approved by each finish floor manufacturer for trouble-able underlayments and patching compounds and which are allowable under finish flooring system warranty. Latex modified, moisture resistant, non-shrinking, Portland cement based material certified by manufacturer for "on grade" and "below grade" applications.
2. Concrete Slab Primer: Non-staining type.
Installation:
1. Clean subfloors to remove paint, GWB joint compound, grime, dust, debris and all foreign materials and to satisfy manufacturer's recommendations.
2. Perform testing for relative humidity per ASTM F 2170 with one test per every 2000 sf of finished flooring area and for each change in subfloor condition.
3. Perform testing for relative humidity per ASTM-1869-04 (Calcium Chloride) with one test per every 1000 sf of finished flooring area and for each change in subfloor condition.
4. Protect concrete slab from re-wetting from all sources.
A. Record subfloor joint and crack locations, sizes & conditions. Determine if joints and cracks are moving or stable. Seal moving joints & cracks per manufacturer's recommendations. Fill non-moving stable joints and cracks with subfloor treatment material.
SECTION 096510 - RESILIENT FLOORING
Summary:
Provide resilient flooring.
2. Refer to Finish Schedule.
3. Provide floor preparation. Refer to SECTION 096005.
Submittals:
1. Submit product data, samples, seaming diagram and maintenance data.
Products:
1. Products: Refer to Finish Schedule for applicable items.
2. Vinyl Composition Tile (VCT): ASTM F 1066, Composition 1, non-asbestos formulated. Refer to Finish Schedule.
3. Resilient Accessories: Rubber, UON.
4. Auxiliary Materials:
A. Edge strips and terminations.
B. Adhesives: Water resistant type.
C. Refer to SECTION 096005.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Prepare surfaces by cleaning, leveling and priming. Refer to Section 096005.
3. Install tile with tight joints and required patterns.
4. Provide five sealer coats per manufacturer's recommendations for commercial applications.
SECTION 096513 - RESILIENT BASE
Summary:
Provide resilient wall base.
2. Refer to Finish Schedule.
Submittals:
1. Submit product data, samples, and maintenance data.
Products:
1. Products: Refer to Finish Schedule for applicable items:
2. Rubber Wall Base: FS SW 40, Type I, 0.125 inches thick, UON.
A. Cove type with topset toe.
3. Auxiliary Materials:
A. Adhesives: Water resistant type.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Apply wall base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and corridors.
3. Install tile base lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
4. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
5. Do not stretch wall base during installation.
6. Premolded Corners: Install premolded corners before installing straight pieces.
SECTION 099000 - PAINTING AND COATING
Summary:
Provide painting and surface preparation for interior unfinished surfaces as scheduled.
2. Provide painting and surface preparation of exposed mechanical and electrical piping, conduit, ductwork, and equipment. Refer to Finish Schedule and Drawings for locations (if applicable).
3. Provide sanding and surface preparation at areas of remodeling.
4. Provide painting of entire surface where patch painting is required.
5. Factory finished items, except as noted.
Submittals:
1. Submit product data, samples consisting of two strike-downs of each color and each finish.
2. Extra stock consisting of 1 unopened gallon of each type of paint used at completion.
Products:
1. Products: Refer to Finish Schedule.
2. Requirements: No VOCs, 100% Acrylic.
3. First line commercial quality products for all coating systems.
4. Schedule:
1. Gypsum board and plaster walls, satin finish, 1 coat primer and 2 coats finish.
2. Gypsum board and plaster ceilings, flat finish, 1 coat primer and 2 coats finish.
3. Ferrous metals, same as above and ASTM C 840, GA 216 and GA 214.
4. Wood for transparent finish, site refinishing, match existing gloss, 2 coats polyurethane.
5. Wood for opaque finish, site refinishing, match existing gloss, 1 coat alkylid finish.
6. Wood for opaque finish, site refinishing, match existing gloss, UON, 1 coat primer and 2 coats finish.
7. Exposed ceiling construction, conduit, piping, etc: Dry fall, pigmented, water-based emulsion-type, fast drying coating formulated for use on each type of substrate.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Test sample area for adhesion for each type of paint and surface.
3. Remove cover plates, T-stats, horn, strobes and pull-stations. Protect hardware, window blinds, and adjacent surfaces.
4. Sand before painting until smooth and flat and sand between coats.
5. Apply paint to achieve manufacturer's recommended dry film thickness.
6. Paint entire surface where patch painting is required.
7. Roll texture: Provide orange peel texture at flat, matte or eggshell finishes; provide smooth at any level of gloss finish.
8. Recoat areas which show bleed through, ghosting, defects or flashing.
9. Clean paint spatter from adjacent surfaces and glass.
10. Touch up damaged surfaces at completion of construction.
SECTION 102119 TOILET PARTITIONS
Summary:
Provide toilet partitions as described in the drawings.
Submittals:
1. Submit product data, shop drawings, and samples.
Products:
1. Products: As noted in the Material Legend on AZ71
A. Doors:
1. Thickness: 1 inch.
2. Width: 24 inch.
3. Width for Handicapped Use: 36 inch, out-swinging.
4. Height: 55 inch.
B. Panels:
1. Thickness: 1 inch.
2. Depth: As indicated on Drawings.
3. Plasters:
1. Thickness: 1 inch.
2. Width: As required to fit space; minimum 3 inch.
C. Schemers: Without doors, to match compartments, mounted to wall with continuous panel brackets.
3. Accessories:
A. Wall Brackets: Stainless steel, continuous type.
B. Attachments: Screws, and Bolts: Stainless steel, tamper proof type.
1. For attaching panels and plasters to brackets: Through-bolts and nuts; tamper proof.
C. Hinges: Stainless steel, manufacturer's standard finish.
1. Continuous-type hinge, self-closing.
D. Door Hardware: Stainless steel, manufacturer's standard finish.
1. Door Latch: Slide type with exterior emergency access feature and occupancy indicator.
2. Door Strike and Keeper: Rubber Bumper. Mount on plaster in alignment with door latch.
3. Provide door pull for out swinging doors.
E. Coat Hook with Rubber Bumper: One per compartment, mounted on door.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Verify that field measurements are as indicated on Drawings.
3. Verify correct spacing of and between plumbing fixtures.
4. Verify correct location of built-in framing, anchorage, and bracing.
5. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.
6. Maintain 3/8 inch to 1/2 inch space between wall and panels and between wall and end panels.
7. Attach panel brackets securely to walls using anchor devices. Adjust locations of brackets as required to eliminate conflict with wall tile edges and other transitions between dissimilar wall finish materials.
8. Field touch-up of scratches or damaged finish will not be permitted. Replace damaged or scratched materials with new materials.
9. Maximum Variation From True Position: 1/4 inch.
10. Maximum Variation From Plumb: 1/8 inch.
11. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.
12. Adjust hinges to position doors in partial opening position when unlatched. Return out-swinging doors to closed position.
13. Adjust adjacent components for consistency of line or plane.

SECTION 116100 - BALLET BARRE
Summary:
Provide new ballet barre as indicated on drawings.
Submittals:
1. Submit product data, shop drawings of attachment.
Products:
1. Products: Harlequin Ballet Barres, single or equal
2. Bracket Requirements: Wall mounted, black finish
3. Rail Finish: Natural, clear finish
4. Length: As identified on drawings.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Measure layouts of locations prior to ordering.
3. Provide wood blocking in the wall at bracket locations where required per manufacturer's recommendation.
4. Touch up damaged surfaces at completion of construction.

SECTION 081400 - FLUSH WOOD DOORS
Summary:
Provide interior solid core flush wood doors.
Submittals:
1. Submit product data, samples, shop drawings, warranty.
Products:
1. Products: As selected by Architect complying with the following.
2. AIA Quality Standards: NWDA USA 1.1 A, and AIA Architectural Quality Standards.
3. Interior Solid Core Doors:
A. Grade: Premium.
B. Construction: 5 ply.
C. Core: Structural composite lumber core.
D. Species, Grain Matching and Transparent Finish: Match Existing
4. Fitting and Finish:
A. Fitting: Factory prefit and prematch doors.
B. Fitting: Remold existing doors as required.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Comply with NWMA IS 1 and AIA Quality Standards.
3. Prefit doors to frames, prematch doors to hardware, and factory bevel.
4. Install with not less than 1/8 inch clearance at top and sides, and 1/4 inch at bottom unless undercut is required.
5. Comply with NFPA 80 for rated assemblies.
6. Refinish salvaged and existing-to-remain doors to match new. Coordinate with door schedule.
SECTION 087100 - DOOR HARDWARE
Summary:
Provide hardware for swinging doors and/or sliding doors. Refer to Door Schedule.
2. Remold existing hardware. Refer to Door Schedule.
3. Comply with code and accessibility requirements.
Submittals:
1. Submit product data, hardware schedule, maintenance data.
Products:
1. Products: Refer to Door Schedule.
2. Product Requirements:
A. Handicapped Accessibility: ANSI A117.1, ADAAG, and local requirements.
B. Materials and Application: ANSI A193 series standards.
C. Quality Level: Commercial.
3. Locksets and Latchsets: Mortise type.
4. Lock Cylinders: Integral type.
5. Keying: As required by Building Standards.
6. Hinges and Butts: Full mortise type with nonremovable pins at security doors; threshold.
7. Exit Devices: High frequency type.
8. Exit Devices: High frequency type.
9. Hardware Finishes: Satin chrome and satin stainless steel, UON in Hardware Schedule.
10. Door Trim Units: Refer to Hardware Schedule.
11. Stops: For each door; floor mounted door types, UON in Hardware Schedule.
12. Silencers: At all frames.
13. Accessory Hardware:
A. Flush bolts with dustproof strikers.
B. Mortised automatic door bolts.
C. Continuous acoustical gaskets.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Comply with Door Hardware Institute "Recommended Locations for Builder's Hardware" and hardware manufacturers instructions.
3. Refer to hardware schedules on the Drawings for hardware sets.
SECTION 092110 - GYPSUM BOARD ASSEMBLIES
Summary:
Provide Gypsum Board Assemblies as indicated in the drawings:
A. Interior walls, partitions, and ceilings for tape and joint compound finish.
B. Interior partition steel frames, steel frames and furred enclosures and columns.
C. Provide miscellaneous metal supports for framing of partial height partitions.
D. Cementitious backer boards for application of tile.
E. Remodeling gypsum drywall systems at areas of new construction.
F. Gypsum board finishes.
G. Sound attenuation insulation.
H. Concealed acoustical sealants.
Submittals:
1. Submit product data to include limiting height chart for each type and gage of metal framing.
Products:
1. Products: Refer to drawings and comply with the following.
2. Gypsum Wallboard: ASTM C 36, regular and fire rated types. Refer to drawings for thickness.
3. Cementitious Backer Boards: ANSI A 118.9, cement coated Portland cement panels. Refer to drawings for thickness.
4. Trim Accessories:
A. Material: Metal and plastic (plastic for J-Bead only).
B. Types: Corrosive edge trim, and control joints.
C. Decorative Profiles: Aluminum reveals and channels.
5. Steel Framing for Walls and Partitions:
A. Steel Studs and Runners: ASTM C 645, equivalent 20 gage (0.029 inch) MIN thickness.
B. Furring Channels: ASTM C 645, equivalent 20 gage (0.029 inch) MIN thickness.
C. Auxiliary Framing Components: Furring brackets, resilient furring channels, Z furring members, and non corrosive fasteners.
D. Installation Standard: ASTM C 754.
E. Deflection Criteria: L/240 MAX, UON.
6. Steel Framing for Suspended and Furred Ceilings: ASTM C 645, standard channels.
A. Steel Studs: Match steel studs used for walls.
B. Accessories: Hangers and inserts.
C. Installation Standard: ASTM C 754.
7. Auxiliary Materials:
A. Gypsum board screws, ASTM C 1002.
B. Fastening adhesive.
C. Concealed acoustical sealant, refer to Section 079200.
D. Mineral fiber sound attenuation blankets, meet assembly requirements shown on drawings, coordinate size with framing spacing for light friction fit.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Comply with standards referenced.
3. Provide trim for scrubbing and site cutting.
4. Install work plumb, level and in proper alignment.
5. Provide work free from tool marks and blemishes.
6. Securely fasten to substrates.
7. Install in lengths to minimize joints and seams.
8. Touch up damaged or abraded finishes.
SECTION 093000 - TILING
Summary:
Provide tile for the following applications. Refer to drawings for applicable items & conditions:
A. Wall tile over tile backer board at wet areas. Refer to Section 092110.
Submittals:
1. Submit product data, samples.
Products:
1. Products: As selected by Architect complying with the following.
2. Tile Materials: ANSI A 116 series standard specifications.
3. Wall Tiles Types: Refer to Finish Schedule.
4. Tile Accessories:
A. Metal Edge Trim - Refer to Finish Schedule
5. Setting Materials: Latex Portland cement mortar, ANSI A118.4.
6. Grout: Latex Portland cement grout, ANSI A118.7.
7. Elastomeric Sealants (TCM listed below in Installation): ASTM C290. Refer to Section 079200.
A. One part mildew resistant silicone sealant for non traffic areas.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Measure and layout acoustical ceilings to avoid less than 1/2 panel units whenever practical.
3. Install suspension systems in accordance with ASTM C 636. Install ceiling level to within 1/8 inch in 20 ft tolerance.
4. Install panels with pattern or grain running one way.
5. Replace damaged tiles at new per MEP/FP and low-voltage installations and commissioning activities.
6. Review on site with Architect prior to installation ACT trim wrapping at corners, soffits, round columns or other difficult transition areas. All curved or rounded trim to be curved by manufacturer and not cut to form.
SECTION 095100 - ACOUSTICAL CEILING
Summary:
Provide acoustical lay in ceilings, trim, and metal suspension system.
Submittals:
1. Submit product data, samples.
Products:
1. Products: Refer to Finish & Material Schedule.
2. Acoustical Panel Ceilings:
A. Size: Refer to Finish & Material Schedule.
B. Thickness: Refer to Finish & Material Schedule.
C. Edge Detail: Refer to Finish & Material Schedule.
D. Pattern: Refer to Finish and Material Schedule.
E. Type and Finish: ASTM E 1284. Refer to Finish & Material Schedule.
3. Suspension Systems:
A. Exposed grid suspension system, ASTM C 635 intermediate duty classification, refer to Finish & Material Schedule.
B. Fire Rating: Non fire resistance rated suspension system.
C. Suspension System Accessories: Attachment devices and hangers, ASTM C 635.
D. Cap Material: Painted steel finish to match existing.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Measure and layout acoustical ceilings to avoid less than 1/2 panel units whenever practical.
3. Install suspension systems in accordance with ASTM C 636. Install ceiling level to within 1/8 inch in 20 ft tolerance.
4. Install panels with pattern or grain running one way.
5. Replace damaged tiles at new per MEP/FP and low-voltage installations and commissioning activities.
6. Review on site with Architect prior to installation ACT trim wrapping at corners, soffits, round columns or other difficult transition areas. All curved or rounded trim to be curved by manufacturer and not cut to form.
SECTION 096005 - REQUIREMENTS FOR SUBFLOOR
Summary:
Provide flat & level subfloor at floor elevations indicated on the Drawings for new flooring and doors. Meet subfloor flat & level tolerances per manufacturer's recommendations and per the following:
A. Contractor to measure, terminate, and patch subfloor elevations to determine levelness of floor and to notify architect promptly of any deviations in the floor elevations that will require filling, beyond patching tolerances already required in the tile floor specifications, or exceeding 3/16" in 10' feet max.
2. Prepare concrete surfaces according to ASTM F 710.
3. Perform testing for relative humidity (RH) and alkalinity per manufacturer's recommendations at slab-on-grade and for direct job-down applications.
4. Prepare subfloor to receive finish flooring per Manufacturer's instructions, recommendations, and restrictions for subfloor treatment materials based on RH and alkalinity test findings. Preparation of subfloor to include: grinding or scarifying slab, applying leveling compound to meet finish elevations, applying concrete slab primer.
Submittals:
1. Submit product data per manufacturer to include instructions, recommendations, and restrictions for subfloor treatment materials.
Products:
1. Subfloor Treatment: Materials manufactured, supplied, or approved by each finish floor manufacturer for trouble-able underlayments and patching compounds and which are allowable under finish flooring system warranty. Latex modified, moisture resistant, non-shrinking, Portland cement based material certified by manufacturer for "on grade" and "below grade" applications.
2. Concrete Slab Primer: Non-staining type.
Installation:
1. Clean subfloors to remove paint, GWB joint compound, grime, dust, debris and all foreign materials and to satisfy manufacturer's recommendations.
2. Perform testing for relative humidity per ASTM F 2170 with one test per every 2000 sf of finished flooring area and for each change in subfloor condition.
3. Perform testing for relative humidity per ASTM-1869-04 (Calcium Chloride) with one test per every 1000 sf of finished flooring area and for each change in subfloor condition.
4. Protect concrete slab from re-wetting from all sources.
A. Record subfloor joint and crack locations, sizes & conditions. Determine if joints and cracks are moving or stable. Seal moving joints & cracks per manufacturer's recommendations. Fill non-moving stable joints and cracks with subfloor treatment material.
SECTION 096510 - RESILIENT FLOORING
Summary:
Provide resilient flooring.
2. Refer to Finish Schedule.
3. Provide floor preparation. Refer to SECTION 096005.
Submittals:
1. Submit product data, samples, seaming diagram and maintenance data.
Products:
1. Products: Refer to Finish Schedule for applicable items.
2. Vinyl Composition Tile (VCT): ASTM F 1066, Composition 1, non-asbestos formulated. Refer to Finish Schedule.
3. Resilient Accessories: Rubber, UON.
4. Auxiliary Materials:
A. Edge strips and terminations.
B. Adhesives: Water resistant type.
C. Refer to SECTION 096005.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Prepare surfaces by cleaning, leveling and priming. Refer to Section 096005.
3. Install tile with tight joints and required patterns.
4. Provide five sealer coats per manufacturer's recommendations for commercial applications.
SECTION 096513 - RESILIENT BASE
Summary:
Provide resilient wall base.
2. Refer to Finish Schedule.
Submittals:
1. Submit product data, samples, and maintenance data.
Products:
1. Products: Refer to Finish Schedule for applicable items:
2. Rubber Wall Base: FS SW 40, Type I, 0.125 inches thick, UON.
A. Cove type with topset toe.
3. Auxiliary Materials:
A. Adhesives: Water resistant type.
Installation:
1. Comply with requirements of Section 011000 - Project Requirements.
2. Apply wall base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and corridors.
3. Install tile base lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
4. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
5. Do not stretch wall base during installation.
6. Premolded Corners: Install premolded corners before installing straight pieces.
SECTION 099000 - PAINTING AND COATING
Summary:
Provide painting and surface preparation for interior unfinished surfaces as scheduled.
2. Provide painting and surface preparation of exposed mechanical and electrical piping, conduit, ductwork, and equipment. Refer to Finish Schedule and Drawings for locations (if applicable).
3. Provide sanding and surface preparation at areas of remodeling.
4. Provide painting of entire surface where patch painting is required.
5. Factory finished items, except as noted.
Submittals:
1. Submit product data, samples consisting of two strike-downs of each color and each finish.
2. Extra stock consisting of 1 unopened gallon of each type of paint used at completion.
Products:
1. Products: Refer to Finish Schedule.
2. Requirements: No VOCs, 100% Acrylic.
3. First line commercial quality products for all coating systems.
4. Schedule:
1. Gypsum board and plaster walls, satin finish, 1 coat primer and 2 coats finish.
2. Gypsum board and plaster ceilings, flat finish, 1 coat primer and 2 coats finish.
3. Ferrous metals, same as above and ASTM C 840, GA 216 and GA 214.
4. Wood for transparent finish, site refinishing, match existing gloss, 2 coats polyurethane.
5. Wood for opaque finish, site refinishing, match existing gloss, 1 coat alkylid finish.
6. Wood for opaque finish, site refinishing, match existing gloss, UON, 1 coat primer and 2 coats finish.
7. Exposed ceiling construction, conduit, piping, etc: Dry fall, pigmented, water-based emulsion-type, fast drying coating formulated for use on each type of substrate.





AREA OF SCOPE

NO SCOPE

TOILET ROOM ACCESSORIES

- 1. PAPER TOWEL DISPENSER
2. ADA BENCH
3. LOCKER BENCH
4. INSTALL SALVAGED LOCKERS
5. WALL MOUNTED BABY CHANGING STATION
6. NEW DOOR, FRAME, AND HARDWARE
7. SHOWER BENCH
8. ADA SHOWER BENCH
9. DRESSING AREA SEAT
10. SHOWER GRAB BARS

GENERAL DEMOLITION PLAN NOTES

- 1. ALL DEMOLITION WORK TO BE PERFORMED IN COMPLIANCE WITH ALL APPLICABLE CODES, LAWS & REGULATIONS INCLUDING OWNER REQUIREMENTS & THOSE ASSOCIATED WITH LEED CERTIFICATION.
2. PRIOR TO COMMENCEMENT OF DEMOLITION WORK, INSPECT ALL AREAS IN WHICH WORK IS TO BE PERFORMED. THE EXISTING BUILDING INFORMATION SHOWN WAS COMPILED FROM DRAWINGS FURNISHED BY THE OWNER. THESE DRAWINGS ARE NOT AS BUILT DRAWINGS & ACTUAL CONDITIONS / DIMENSIONS MAY VARY FROM WHAT INDICATED. VERIFY ALL CONDITIONS / DIMENSIONS PRIOR TO DEMOLITION.
3. PROTECT ADJACENT AREAS FROM DUST, EXCESSIVE NOISE OR DISRUPTION OF OPERATION. ANY WORK WHICH INTERFERES WITH THE OWNER'S OPERATION OF THE SURROUNDING AREAS & ANY INTERRUPTION OF SERVICES INCLUDING THE SHUTDOWN OF UTILITIES SHALL BE PERFORMED AT A TIME APPROVED BY THE OWNER'S REPRESENTATIVE.
4. PROTECT EXISTING STRUCTURES, FINISHES, UTILITIES & OTHER ITEMS SCHEDULED TO REMAIN. PRIOR TO DEMOLITION, DOCUMENT SURROUNDING PROPERTIES WHICH COULD BE MISCONSTRUED AS DAMAGE RESULTING FROM DEMOLITION WORK & FILE WITH OWNER'S REPRESENTATIVE. AREAS THAT ARE DAMAGED BY SELECTIVE DEMOLITION SHALL BE PATCHED, REPAIRED & FINISHED OR REPLACED TO MATCH EXISTING ADJACENT SURFACES AT NO EXPENSE TO THE OWNER.
5. ALL DEMOLITION WORK REQUIRED IS NOT LIMITED TO THAT INDICATED WITHIN THE CONTRACT DOCUMENTS. ALTER EXISTING CONSTRUCTION THAT INTERFERES WITH NEW WORK TO THE EXTENT OF THE INTERFERENCE. THE INTENT IS TO REMOVE ALL MECHANICAL, PLUMBING, ELECTRICAL & ARCHITECTURAL ITEMS AS REQUIRED TO FACILITATE NEW CONSTRUCTION. CUT & LATER PATCH ALL HOLES & OPENINGS IN EXISTING CONSTRUCTION NECESSARY FOR CONNECTION OF NEW WORK & FOR THE PASSAGE OR CONNECTION OF ANY MECHANICAL, PLUMBING & ELECTRICAL UTILITIES & SERVICES.
6. NOTIFY THE ARCHITECT IMMEDIATELY IF A HIDDEN FIELD CONDITION IS UNCOVERED OR A DISCREPANCY IN THE CONTRACT DOCUMENTS ARE FOUND THAT CONFLICTS WITH THE INTENDED FINAL PRODUCT & REQUIRES MODIFICATIONS TO THE LAYOUT.
7. OWNER ASSUMES NO RESPONSIBILITY FOR ACTUAL CONDITION OF ITEMS OR STRUCTURES TO BE DEMOLISHED. PROVIDE INTERIOR & EXTERIOR SHORING, BRACING OR SUPPORT AS REQUIRED TO PREVENT MOVEMENT, SETTLEMENT, DAMAGE OR COLLAPSE OF STRUCTURE WITHIN DEMOLITION CONTRACT LIMITS.
8. PROVIDE TEMPORARY BARRICADES & OTHER FORMS OF PROTECTION AS REQUIRED TO PROTECT OWNER'S PERSONNEL & GENERAL PUBLIC FROM INJURY DUE TO DEMOLITION WORK. AT ALL TIMES, PROVIDE PROPER MEANS OF EGRESS AS REQUIRED FOR OCCUPIED AREAS PER CODE.
9. IF HAZARDOUS MATERIALS ARE ENCOUNTERED DURING DEMOLITION OPERATIONS, THE CONTRACTOR IS TO STOP WORK IMMEDIATELY & INFORM THE OWNER'S REPRESENTATIVE & ARCHITECT FOR FUTURE DIRECTION.
10. PRIOR TO DEMOLITION VERIFY WHICH ITEMS ARE TO BE SALVAGED; PROVIDE A DETAILED INVENTORY LIST OF THOSE ITEMS & THEIR STORED LOCATION TO THE OWNER. REMOVE FROM SITE & DISPOSE ALL NON-SALVAGABLE ITEMS. ALL DEBRIS CAUSED BY DEMOLITION & CONSTRUCTION SHALL BE CLEARED & REMOVED FROM SITE. DEBRIS STORAGE SHALL NOT INFRINGE ON CLEAR PATH OF EGRESS.
11. ALL ABANDONED MECHANICAL, PLUMBING & ELECTRICAL PIPING IS TO BE REMOVED TO A POINT BELOW EXISTING CONCRETE FLOOR SLAB, BEHIND WALLS & AS CLOSE TO THE CEILING DECK AS POSSIBLE & MADE SAFE BY CAPPING, UNLESS OTHERWISE NOTED. REFER TO MECHANICAL, PLUMBING, & ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION REQUIRED UNDER THIS CONTRACT.

DEMOLITION NOTES

- 1. REMOVE ALL TOILET AND URINAL PARTITIONS, INCLUDING ASSOCIATED TOILET ACCESSORIES IN THEIR ENTIRETY.
2. REMOVE ALL PLUMBING FIXTURES IN THEIR ENTIRETY. CUT AND CAP PIPING AS REQUIRED; RE: MECHANICAL FOR ADDITIONAL INFORMATION.
3. REMOVE ALL INTERIOR PARTITIONS, INCLUDING ELEMENTS MOUNTED ON THE WALLS; RE: MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL WALL RELATED SCOPE.
4. REMOVE CEILINGS AND ASSOCIATED CEILING ELEMENTS LIGHTS, DIFFUSERS, ETC IN THEIR ENTIRETY; RE: MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL CEILING RELATED SCOPE.
5. REMOVE FLOOR FINISHES AND SLAB IN ITS ENTIRETY; RE: MECHANICAL FOR ADDITIONAL FLOOR RELATED SCOPE.
6. SALVAGE LOCKERS. PREP SURFACES FOR NEW PAINT FINISH. REFER TO NEW WORK PLANS FOR REINSTALLATION OF LOCKERS.
7. REMOVE WALL PAPER. PREP WALL SURFACE TO RECEIVE NEW FINISH.
8. CLEAN AND PREP WALL SURFACE TO RECEIVE NEW PAINT FINISH.
9. REMOVE DANCE RAILS.
10. REMOVE FLOOR FINISH AND SUBFLOOR - REFER TO MECHANICAL FOR AREA OF WORK.
11. REMOVE FLOOR FINISHES AND SLAB IN ITS ENTIRETY. TAKE CAUTION WHEN REMOVING SLAB AS THERE IS A PORTION(S) THAT ARE SUPPORTED OVER A CONFINED SPACE. PROVIDE ARCHITECT DOCUMENTATION OF EXISTING CONFINED SPACE FOR FUTURE FLOOR REPAIR. RE: MECHANICAL FOR ADDITIONAL FLOOR RELATED SCOPE.

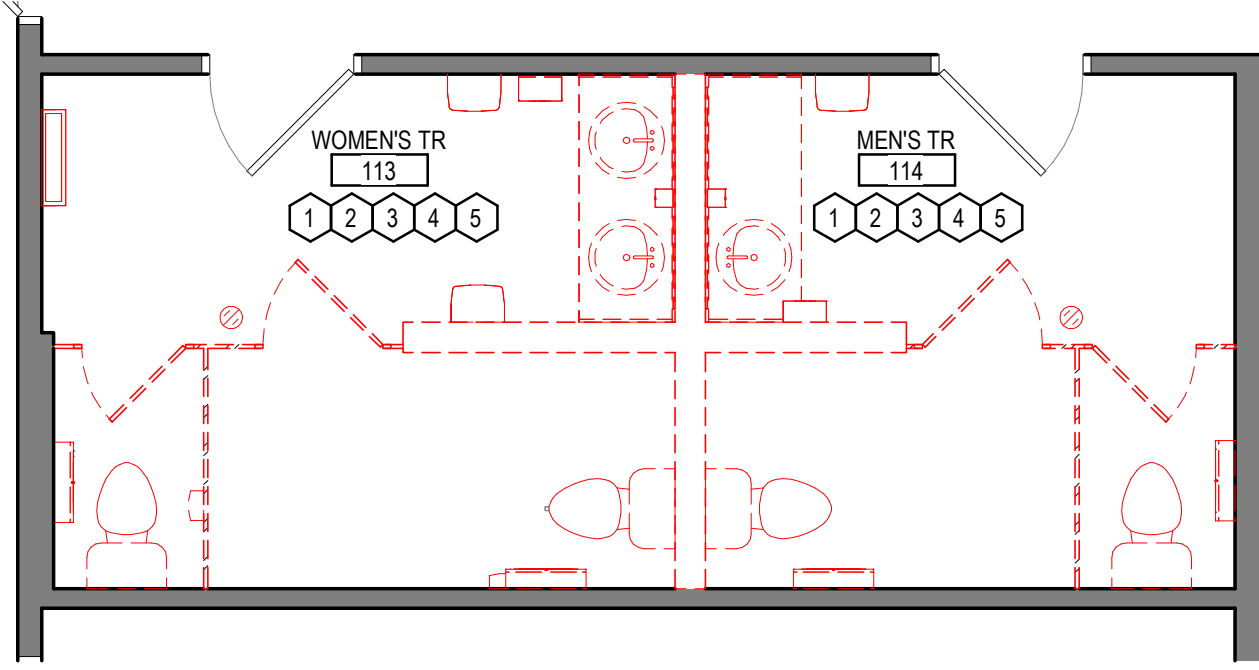
GENERAL FLOOR PLAN NOTES

- 1. ALL DIMENSIONS ARE FROM COLUMN REFERENCE LINE TO FACE OF PARTITION, UNLESS NOTED OTHERWISE.
2. REFER TO CODE DRAWINGS (9000 SERIES) FOR LOCATIONS & EXTENT OF RATED ASSEMBLIES. IF PARTITION DESIGNATION DISCREPANCY OCCURS BETWEEN THE CODE DRAWING & THE FLOOR PLANS, PROVIDE THE PARTITION TYPE INDICATED WITH THE MOST SEVERE REQUIREMENTS.
3. ALL MASONRY PARTITIONS ARE TYPE M08 UNLESS NOTED OTHERWISE.
4. ALL GLYPSUM PARTITIONS ARE TYPE C11 UNLESS NOTED OTHERWISE.
5. PROVIDE TILE BACKER BOARD AT ALL WALL LOCATIONS SCHEDULED TO RECEIVE TILE FINISHES. REFER TO ROOM FINISH SCHEDULE FOR LOCATIONS.
6. REFER TO DRAWING G021 FOR TOILET STALL INFORMATION AND WALL MOUNTING ACCESSORY INFORMATION.
7. PROVIDE FRIT WOOD BLOCKING AT ALL WALL MOUNTED SHELVEING, CABINETS, TOILET PARTITIONS, GRAB BARS, HAND RAILS, EQUIPMENT, ETC.

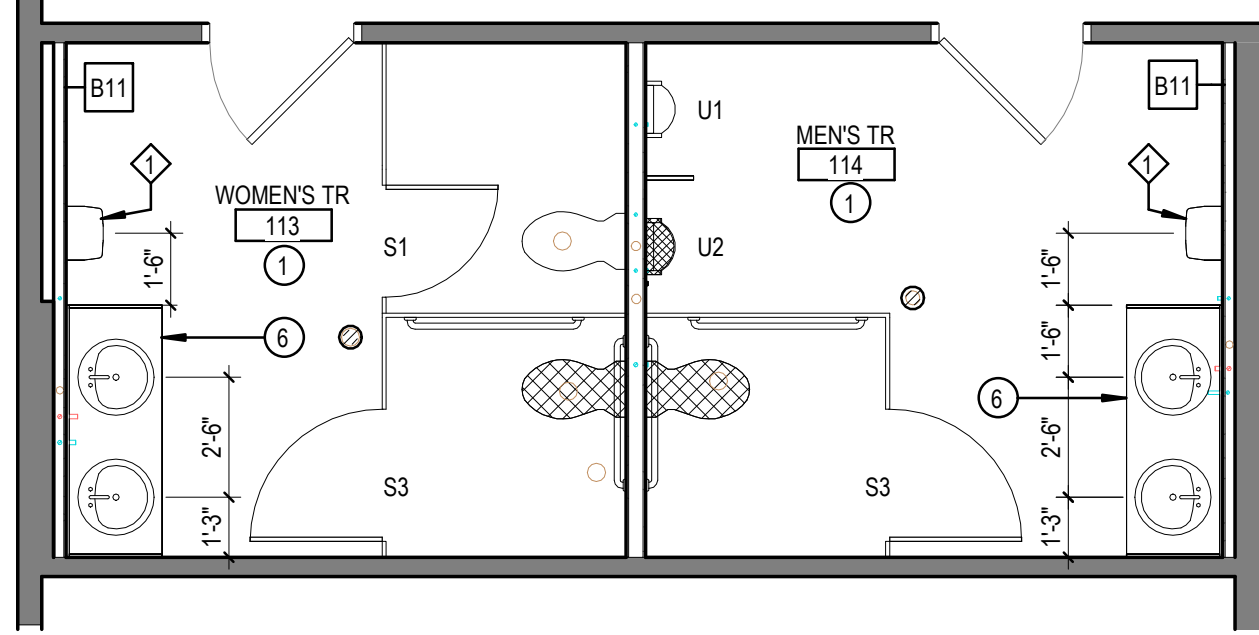
CONSTRUCTION NOTES

- 1. BACKFILL FLOOR OPENING. POUR NEW CONCRETE SLAB TO SAME THICKNESS AS ADJACENT SLAB. SLOPE FLOOR TO DRAINS. MATCH ADJACENT SURFACE HEIGHT. PREP FOR NEW FINISH.
2. INSTALL NEW DOOR, FRAME, AND HARDWARE. INFILL WALL WITH SIMILAR CONSTRUCTION. MATCH ADJACENT SURFACE ELEVATION. PREP TO RECEIVE NEW WALL FINISH.
3. AFTER NEW WOOD FLOORING PATCH IS INSTALLED, STRIP AND REFINISH WOOD FLOORING AND TRIM IN ROOM IN ENTIRETY. COLOR AND FINISH TO MATCH EXISTING.
4. INSTALL NEW DANCE RAILS IN SAME LOCATIONS AS THOSE REMOVED AT THE SAME LENGTHS.
5. INSTALL COUNTERTOP W/ UNDERMOUNT SINK. REFER TO DETAIL A2/A212.
6. AFTER NEW WOOD FLOORING FROM THE 100 PACKAGE IS INSTALLED, STRIP AND REFINISH EXISTING WOOD FLOORING AND TRIM IN ITS ENTIRETY. COLOR AND FINISH TO MATCH EXISTING.
7. BACKFILL FLOOR OPENING. POUR NEW CONCRETE SLAB TO SAME THICKNESS AS ADJACENT SLAB. SLOPE FLOOR TO DRAINS. MATCH ADJACENT SURFACE HEIGHT. PREP FOR NEW FINISH. IN AREAS WHERE THE NEW FLOOR SLAB IS TO SPAN CONFINED SPACE(S) PROVIDE LOCATIONS WITH DIMENSIONS TO ARCHITECT. ARCHITECT TO PROVIDE DETAIL TO CONTRACTOR FOR SLAB OVER CONFINED SPACE(S).

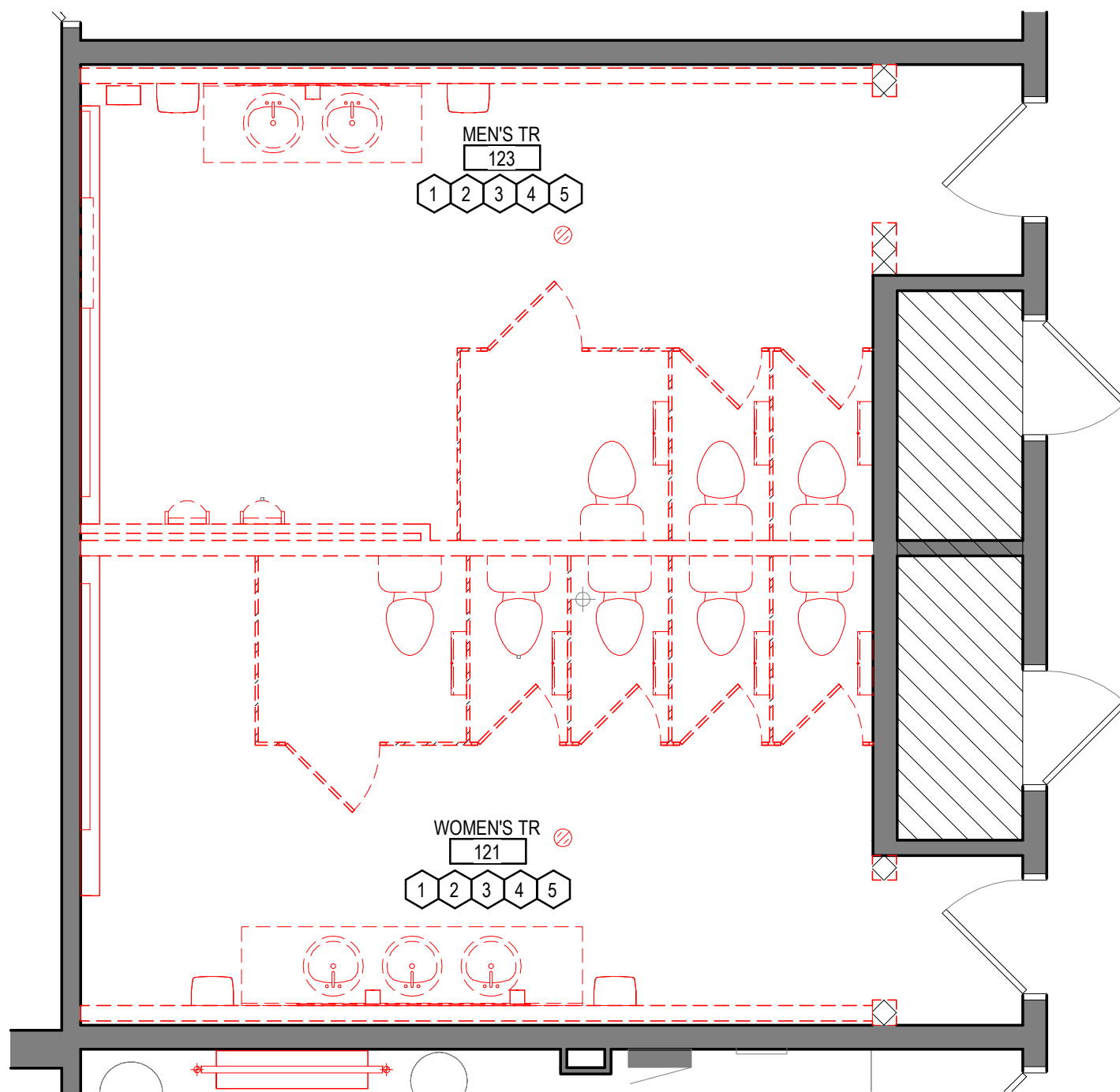
E1 TOILET ROOMS 113 & 114 - DEMO



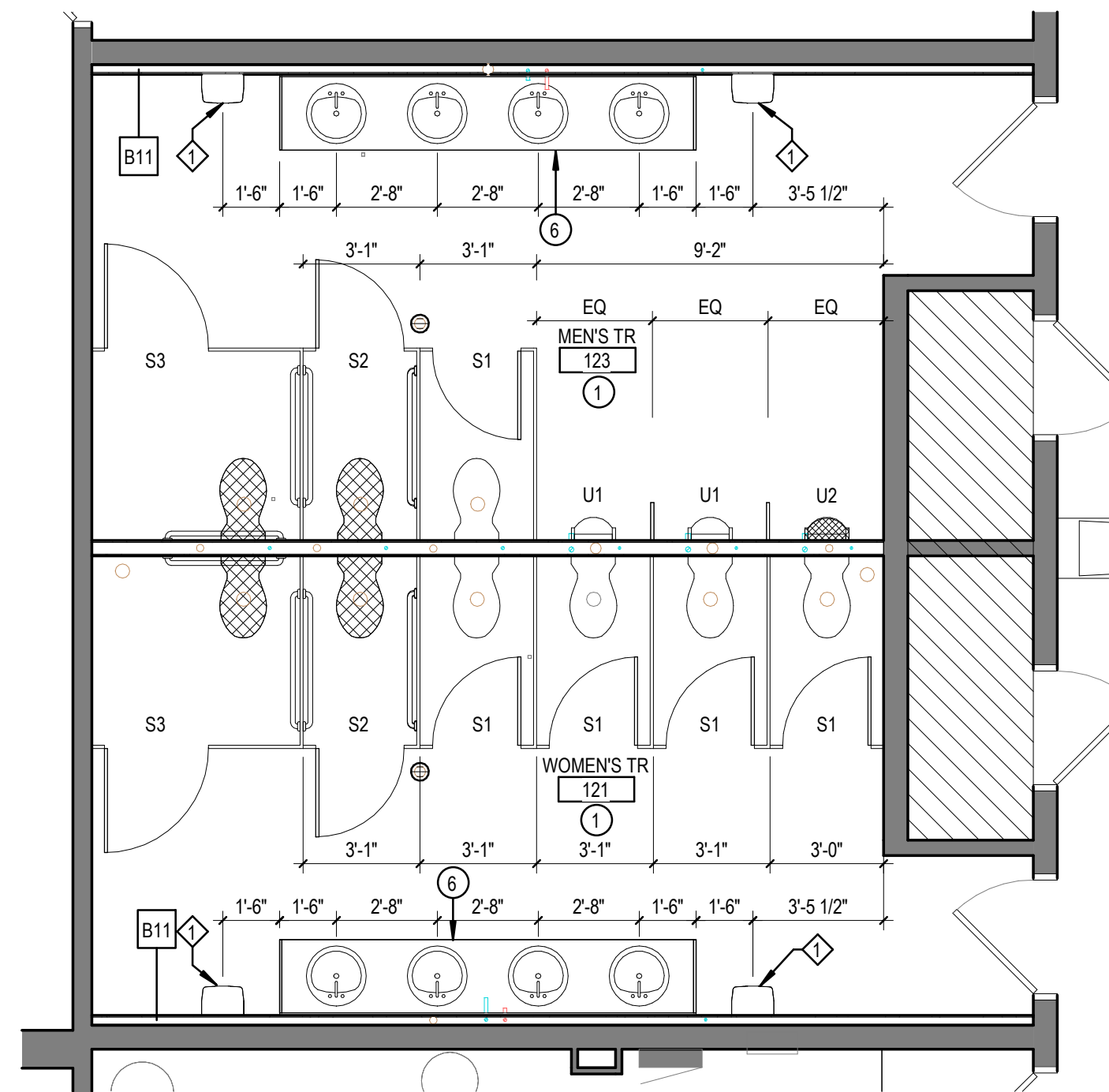
D1 TOILET ROOMS 113 & 114



D3 TOILET ROOMS 121 & 123 DEMO

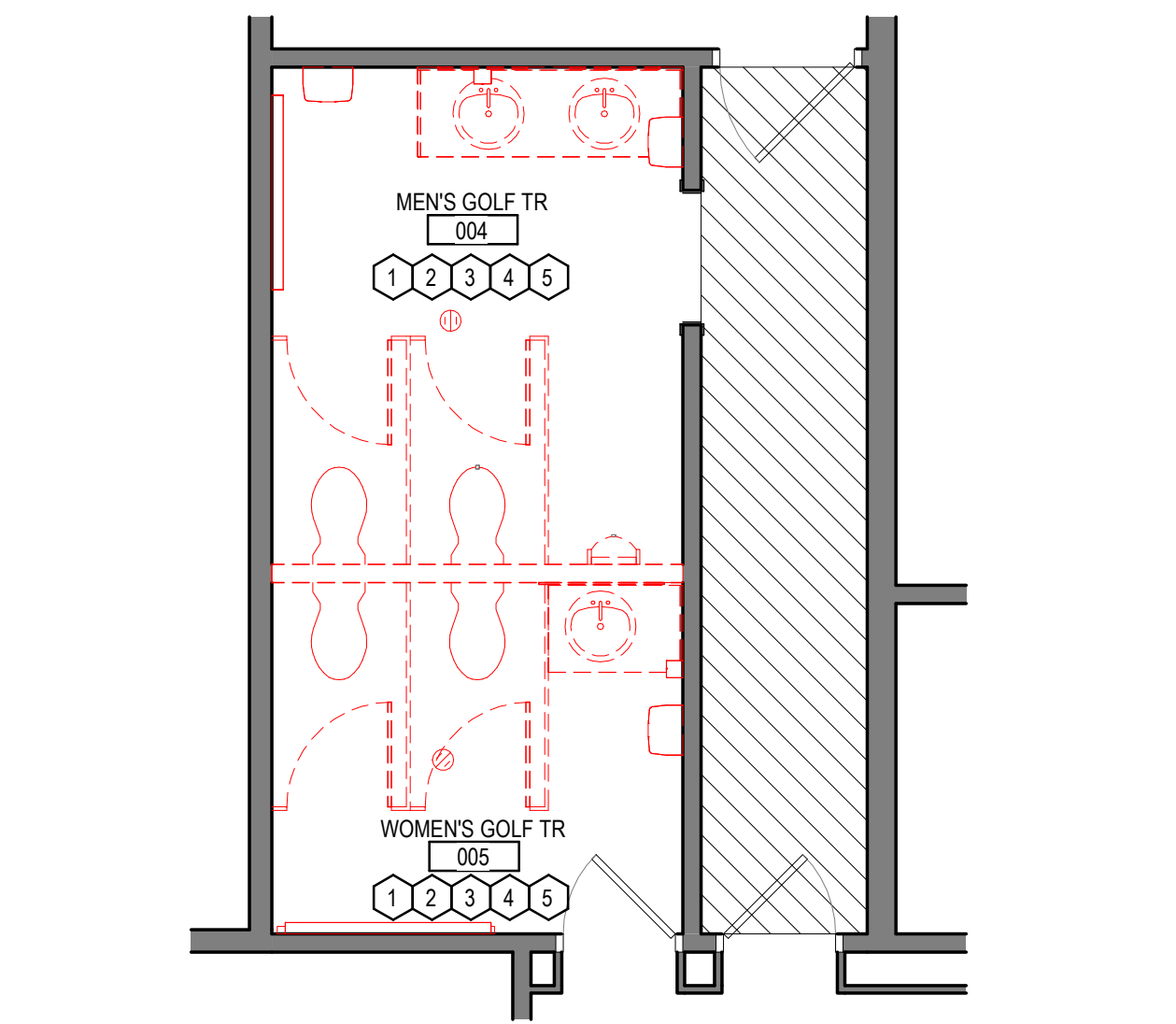


D5 TOILET ROOMS 121 & 123

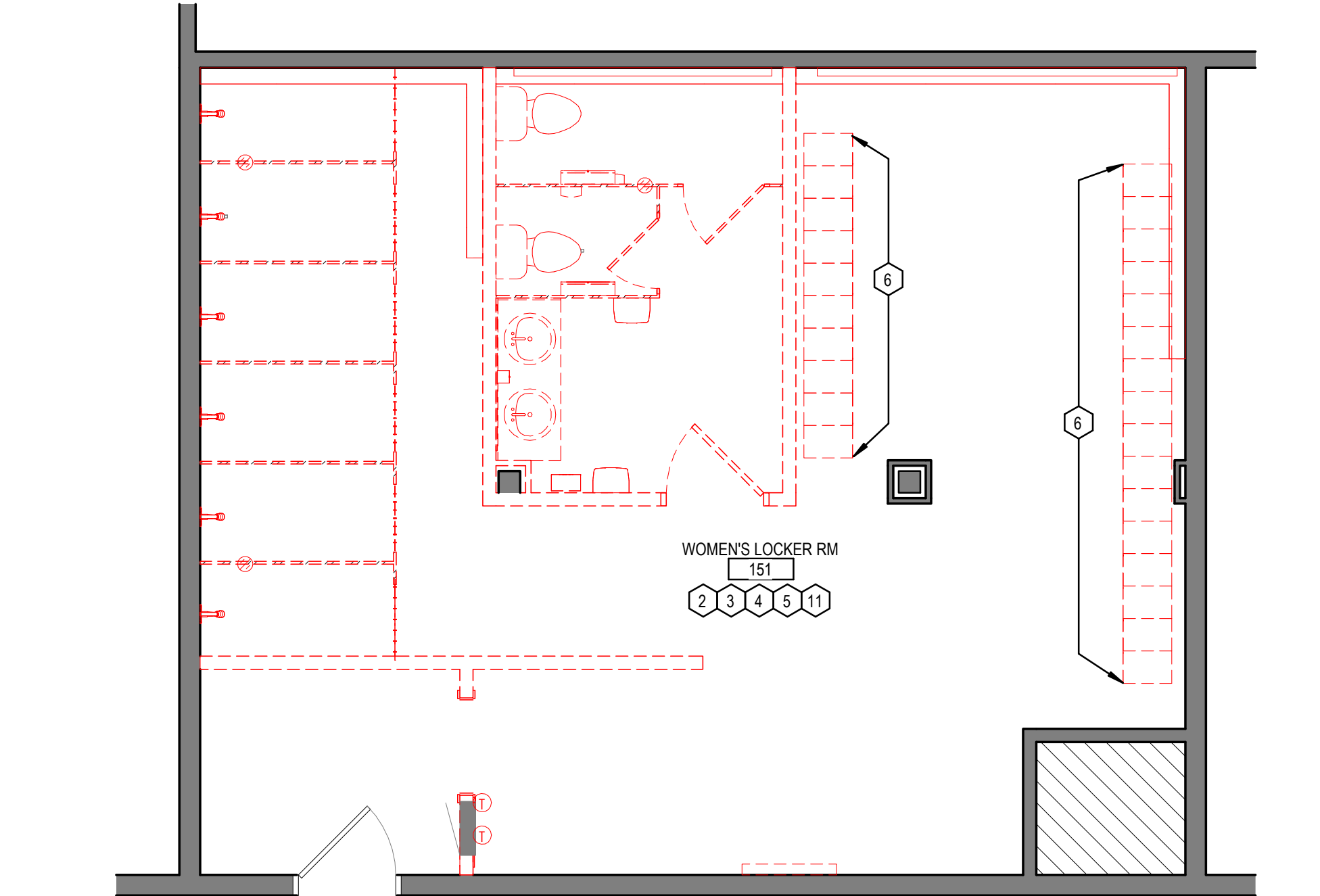


D1 TOILET ROOMS 113 & 114

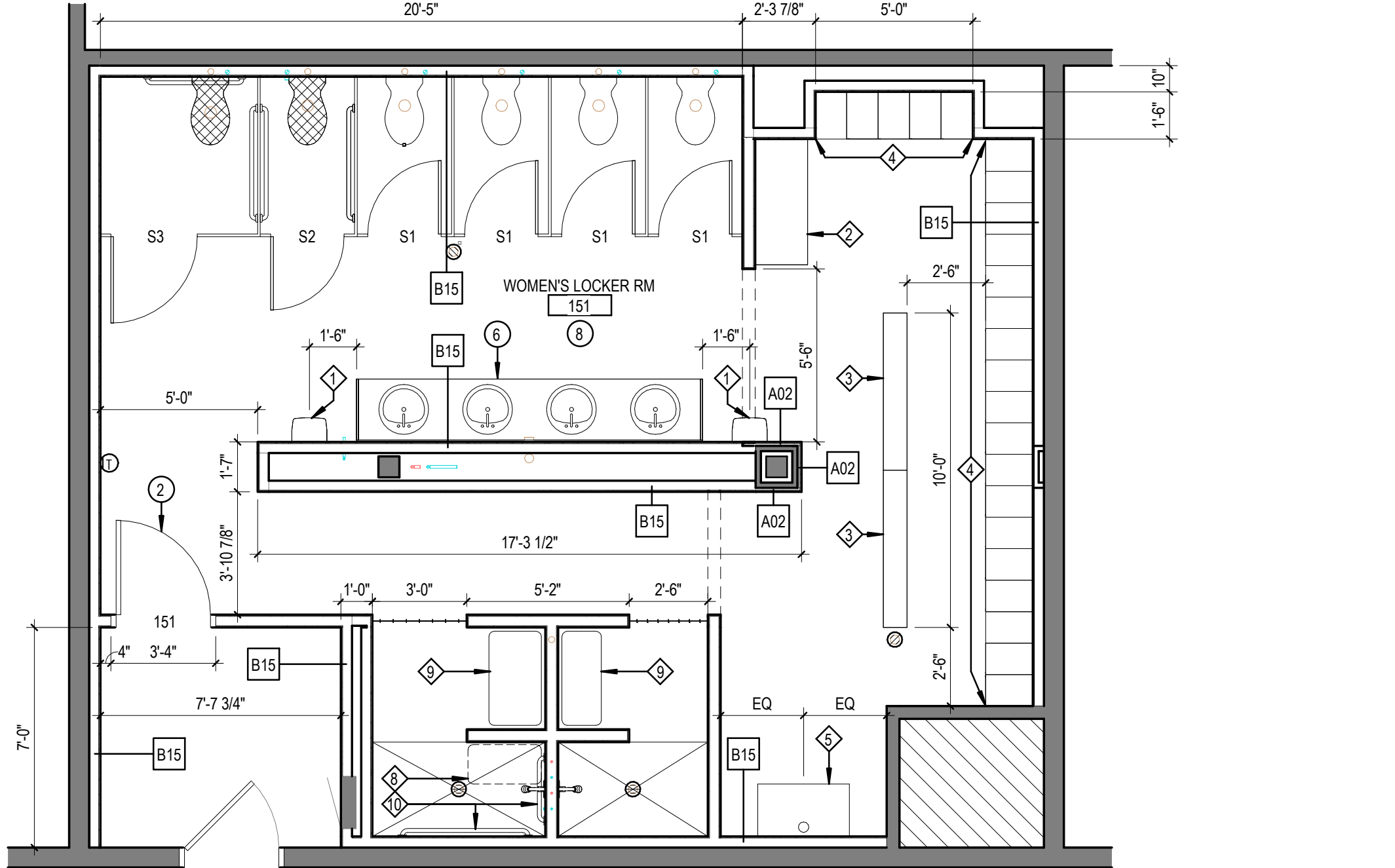
B1 MEN'S & WOMEN'S GOLF TR - DEMO



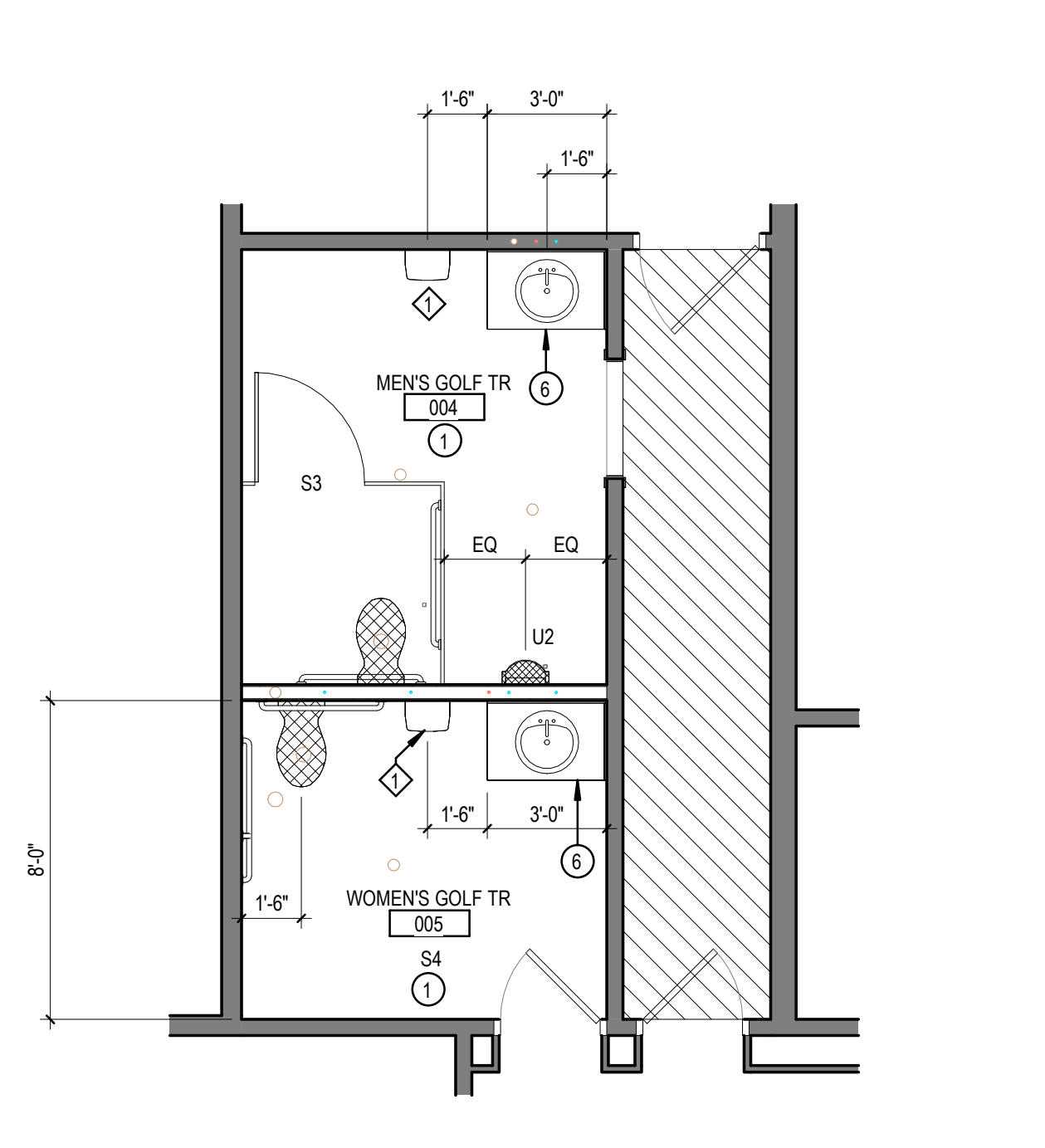
B3 WOMEN'S TOILET ROOM 151 - DEMO



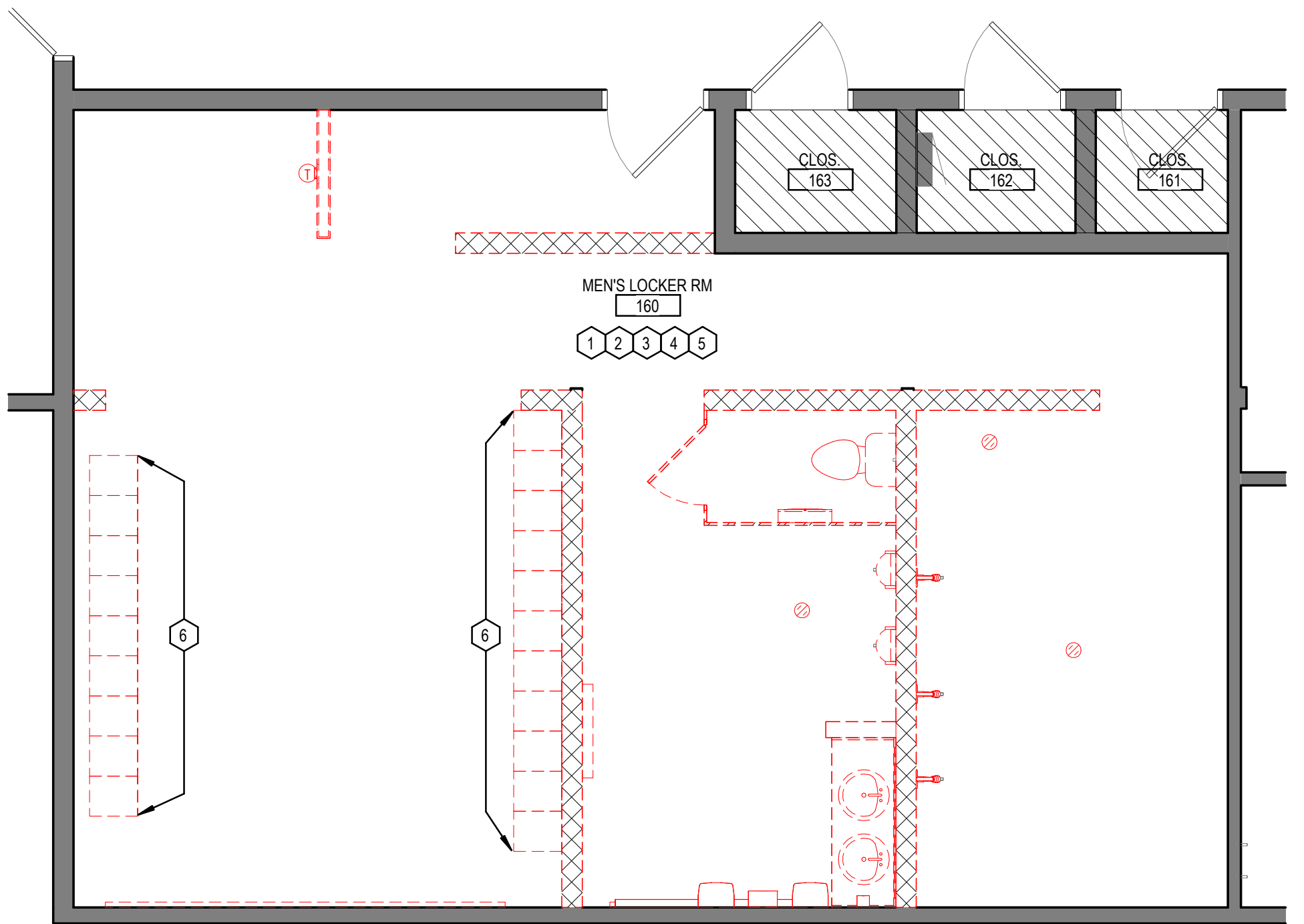
B5 WOMEN'S TOILET ROOM 151



A1 MEN'S & WOMEN'S GOLF TR



A3 MEN'S TOILET ROOM 160 - DEMO



A5 MEN'S TOILET ROOM 160

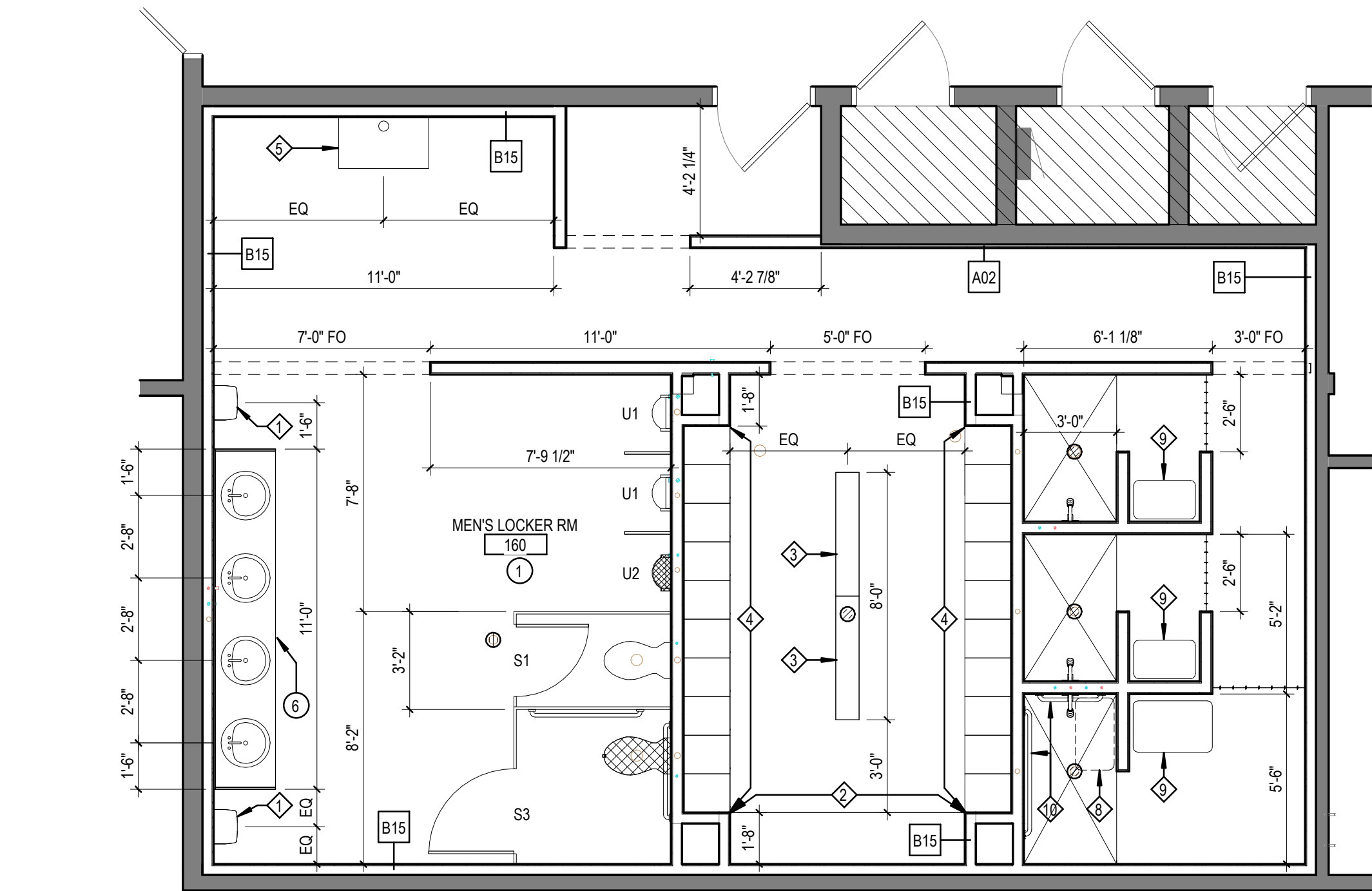


Table with columns for Revision, Date, and Description. Includes entries for 2023/05/28 and 2023/05/29.



YPSI Community Center Renovations
Project No.: 2075154401
Title: CC TOILET ROOM RENO - ENLARGED PLANS
Scale: As indicated
Revision:
Drawing No. A211



















PIPING COMPONENTS

Table of piping components including symbols for valves, pumps, strainers, and various pipe fittings.

PIPING SYSTEMS (HVAC)

Table of piping systems including symbols for various HVAC pipes like chilled water, heating water, and steam.

VENTILATION (HVAC)

Table of ventilation components including symbols for ducts, diffusers, registers, and air flow indicators.

VENTILATION (HVAC)

Table of ventilation components including symbols for dampers, diffusers, registers, and air flow indicators.

GENERAL SYMBOLS

Table of general symbols including symbols for demolition, existing work, new work, and various callouts.

EQUIPMENT IDENTIFICATION

Table of equipment identification symbols for various mechanical units like air handlers, pumps, and fans.

EQUIPMENT IDENTIFICATION

Table of equipment identification symbols for various mechanical units like glycol systems, chillers, and dehumidifiers.

ABBREVIATIONS

Table of abbreviations for mechanical and electrical terms.

ABBREVIATIONS

Table of abbreviations for mechanical and electrical terms.

MECHANICAL SHEET LIST table with columns for NO., DRAWING NAME, and PERMITS BID.



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Consultant

Revision table with columns for No., Description, Date, and By.

Permit/Seal



CHARTER TOWNSHIP OF YPSILANTI
Ypsilanti Community Center Renovations
2025 E Clark Rd.
Ypsilanti, MI 48198

Project No.: 2075154401

MECHANICAL LEGEND, SYMBOLS, AND ABBREVIATIONS

Scale: As indicated
Revision:
Drawing No. M200







**(X) PLUMBING DEMOLITION KEYNOTES**

- PD01 REMOVE EXISTING TANK TOILET, DCW AND SAN CONNECTIONS, AND FLOOR FLANGE COMPLETE.
- PD02 REMOVE EXISTING URINAL, DCW AND SAN CONNECTIONS, AND WALL MOUNT COMPLETE.
- PD03 REMOVE EXISTING COUNTER-MOUNTED LAVATORY, DCW, DHW AND SAN CONNECTIONS COMPLETE.
- PD04 REMOVE EXISTING SHOWER HEAD, LEVER, DCW & DHW CONNECTIONS COMPLETE.
- PD06 REMOVE ALL EXISTING ABOVE GROUND DCW & DHW PIPING TO FITTINGS. REMOVE ALL EXISTING UNDERGROUND SANITARY PIPING TO FIXTURES, FLOOR DRAINS, AND CAP BELOW FLOOR. FLOOR FINISH REMOVAL AND CONCRETE DEMOLITION BY OTHERS.

**(X) MECH DEMOLITION KEYNOTES**

- MD01 REMOVE EXISTING ABANDONED HYDRONIC FIN TUBE RADIATION ELEMENT, COVER, WALL BRACKETS, AND PIPING CONNECTIONS COMPLETE. CAP PIPING ABOVE CEILING.
- MD02 REMOVE EXISTING ELECTRIC BASEBOARD HEATER, WALL BRACKETS, THERMOSTAT, AND CONTROLS WIRING COMPLETE.
- MD04 REMOVE EXISTING ROOF MOUNTED EXHAUST FAN, AND CURB CAP COMPLETE. SEE NEW WORK PLANS FOR NEW ROOF CURB ADAPTER AND FAN REQUIREMENTS.
- MD05 REMOVE EXISTING CEILING EXHAUST GRILLE OR SUPPLY DIFFUSER AND ASSOCIATED DUCT CONNECTION COMPLETE. SEE NEW WORK PLANS FOR NEW CONNECTION INSTRUCTIONS.
- MD07 REMOVE EXISTING THERMOSTAT AND CONTROLS WIRING COMPLETE. SALVAGE FOR RELOCATION TO NEW PARTITION.

**PLUMBING KEYNOTES**

- P02 ROUTE 1" DCW, 1" DHW, 2" W & 1 1/2" V RISERS WITHIN NEW FURRED WALL TO SINKS. ROUTE HEADERED SANITARY PIPE EXPOSED TIGHT TO WALL AND AS HIGH UNDER COUNTER AS POSSIBLE WHILE MAINTAINING CODE REQUIRED SLOPE TO CONNECT SINKS PRIOR TO DROPPING DOWN WITHIN FUR OUT TO UNDERLOOR.
- P03 ROUTE DCW DOWN IN NEW WALL AND TERMINATE WITH 3/4" STUB OUT AND SUPPLY VALVE 8" A.F.F. FOR CONNECTION TO TANK TOILET.
- P04 ROUTE DCW DOWN IN NEW WALL AND CONNECT TO URINAL FLUSH VALVE.
- P06 ROUTE DCW & DHW RISERS DOWN IN NEW WALL TO SHOWER HEAD AND MIXING VALVE.

**MECHANICAL DEMOLITION GENERAL...**

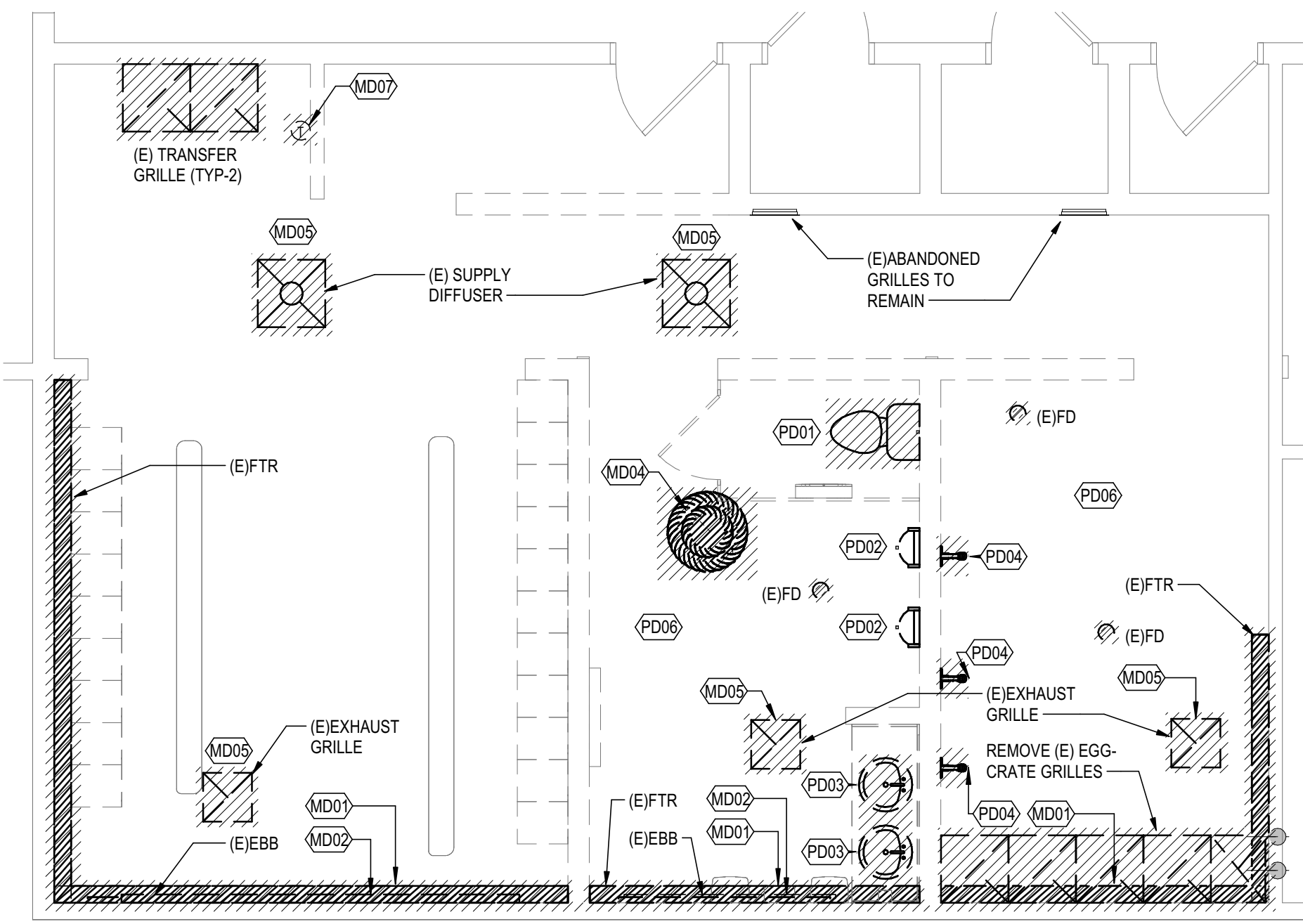
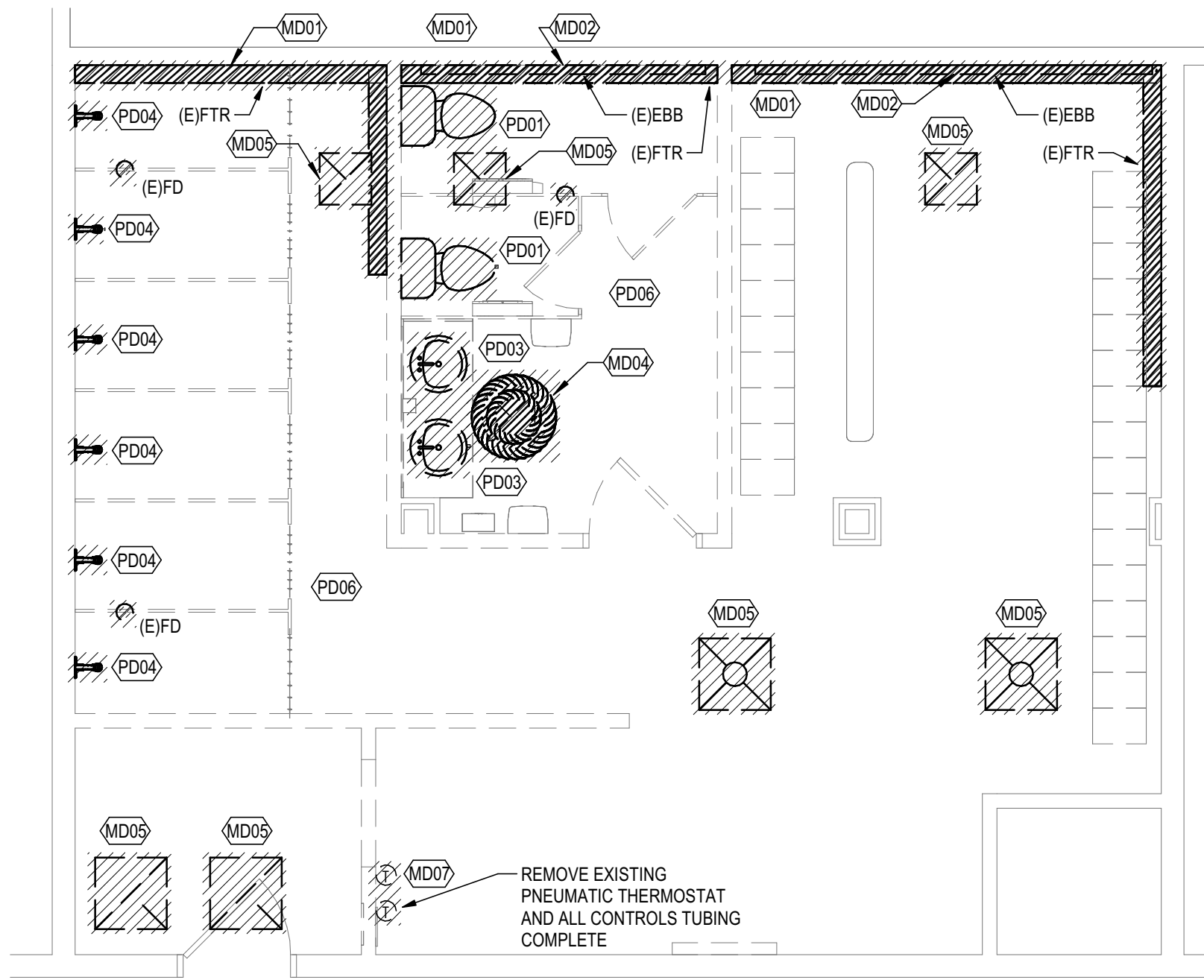
- 1 ANY INTERRUPTIONS OF EXISTING SERVICES OR EQUIPMENT SHALL BE PERFORMED AT A TIME APPROVED IN ADVANCE BY THE OWNER'S REPRESENTATIVE SO AS NOT TO INTERFERE WITH THE BUILDING OPERATION.
- 2 THESE DRAWINGS INDICATE THE GENERAL EXTENT OF WORK. THE EXTENT OF DEMOLITION SHALL BE AS REQUIRED BY THE NEW WORK AND REMOVAL OF MATERIALS/COMPONENTS NOT REQUIRED FOR THE NEW AND RENOVATED SYSTEMS.
- 3 ALL MECHANICAL SYSTEMS TO BE REMOVED SHALL BE REMOVED COMPLETE WITH ALL RELATED ITEMS INCLUDING HANGERS, SUPPORTS, CONTROLS, ETC. CAP ALL OPEN PIPES AND DUCTS. PATCH AND SEAL ALL OPENINGS AS A RESULT OF DEMOLITION IN RATED WALLS TO MAINTAIN EXISTING WALLS FIRE OR SMOKE RATING AND TO MATCH EXISTING ADJACENT SURFACES.
- 4 ALL ITEMS AND EQUIPMENT REMOVED SHALL REMAIN PROPERTY OF THE OWNER UNLESS POSSESSION RIGHTS ARE WAIVED. CONTRACTOR SHALL MEET WITH OWNER PRIOR TO START OF DEMOLITION TO DETERMINE WHICH ITEMS ARE TO BE SALVAGED. CONTRACTOR SHALL REMOVE REMAINING ITEMS FROM SITE.
- 5 FIELD VERIFY EXACT SIZE AND LOCATION OF ALL EXISTING SERVICES AND EQUIPMENT PRIOR TO DEMOLITION. IF FIELD CONDITIONS DO NOT REFLECT WHAT IS SHOWN IN THESE DOCUMENTS, CONTACT ARCHITECT/ENGINEER PRIOR TO START OF DEMOLITION.

**PLUMBING DEMOLITION GENERAL NOTES**

- 1 ANY INTERRUPTIONS OF EXISTING SERVICES OR EQUIPMENT SHALL BE PERFORMED AT A TIME APPROVED IN ADVANCE BY THE OWNER'S REPRESENTATIVE SO AS NOT TO INTERFERE WITH THE BUILDING OPERATION.
- 2 THESE DRAWINGS INDICATE THE GENERAL EXTENT OF WORK. THE EXTENT OF DEMOLITION SHALL BE AS REQUIRED BY THE NEW WORK AND REMOVAL OF MATERIALS/COMPONENTS NOT REQUIRED FOR THE NEW AND RENOVATED SYSTEMS.
- 3 ALL MECHANICAL SYSTEMS TO BE REMOVED SHALL BE REMOVED COMPLETE WITH ALL RELATED ITEMS INCLUDING HANGERS, SUPPORTS, CONTROLS, ETC. CAP ALL OPEN PIPES AND DUCTS. PATCH AND SEAL ALL OPENINGS AS A RESULT OF DEMOLITION IN RATED WALLS TO MAINTAIN EXISTING WALLS FIRE OR SMOKE RATING AND TO MATCH EXISTING ADJACENT SURFACES.
- 4 ALL ITEMS AND EQUIPMENT REMOVED SHALL REMAIN PROPERTY OF THE OWNER UNLESS POSSESSION RIGHTS ARE WAIVED. CONTRACTOR SHALL MEET WITH OWNER PRIOR TO START OF DEMOLITION TO DETERMINE WHICH ITEMS ARE TO BE SALVAGED. CONTRACTOR SHALL REMOVE REMAINING ITEMS FROM SITE.
- 5 FIELD VERIFY EXACT SIZE AND LOCATION OF ALL EXISTING SERVICES AND EQUIPMENT PRIOR TO DEMOLITION. IF FIELD CONDITIONS DO NOT REFLECT WHAT IS SHOWN IN THESE DOCUMENTS, CONTACT ARCHITECT/ENGINEER PRIOR TO START OF DEMOLITION.

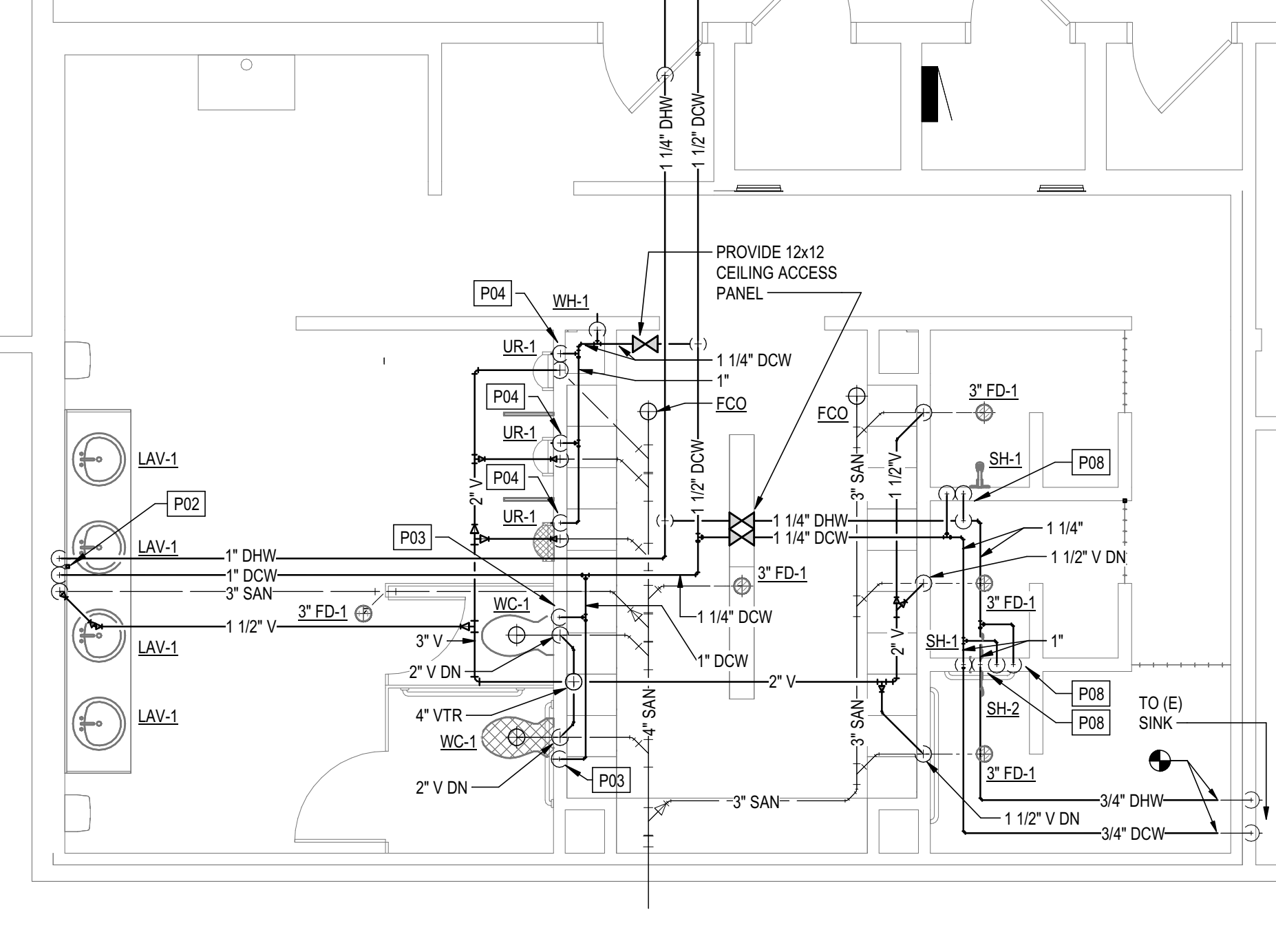
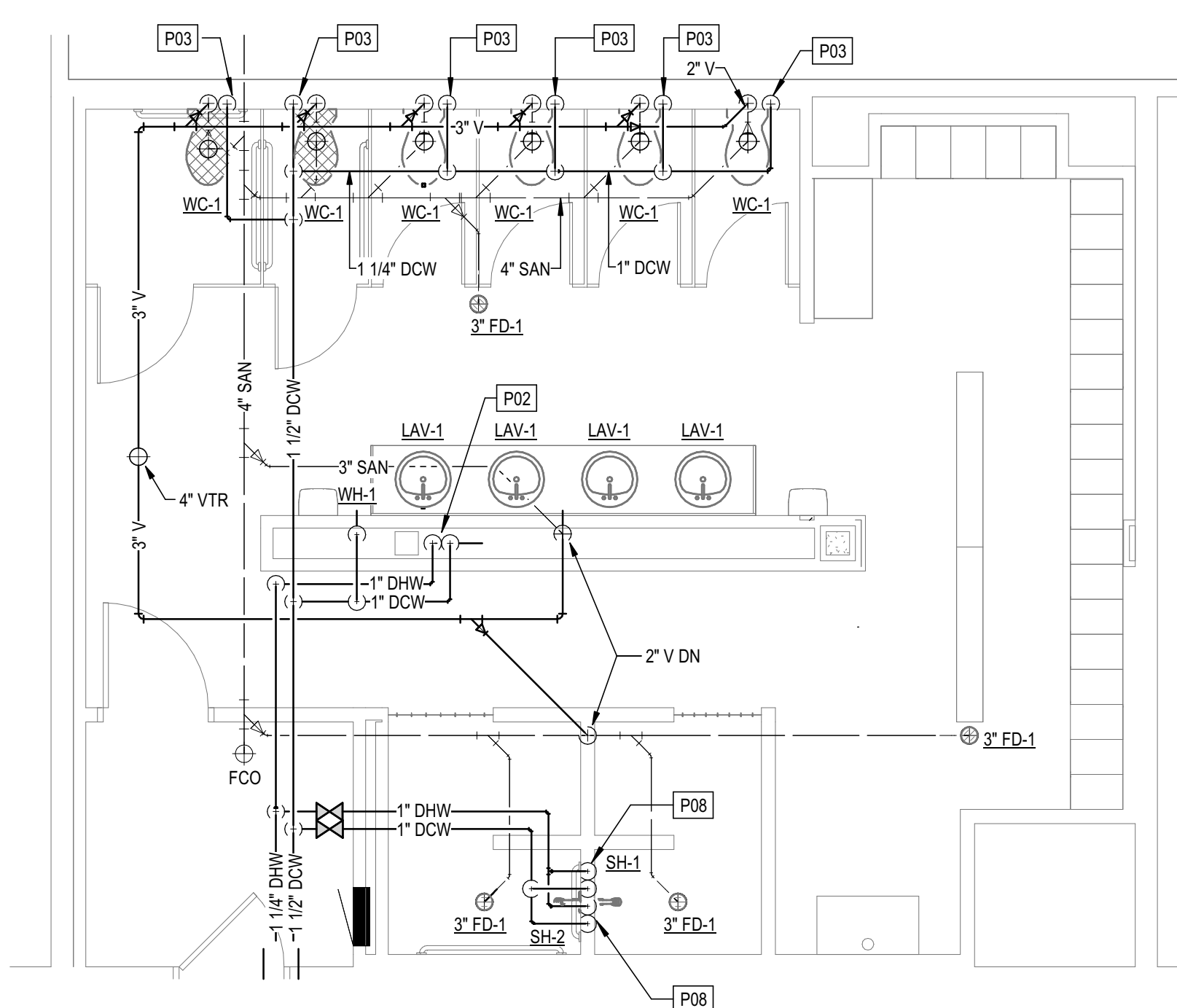
**PLUMBING GENERAL NOTES**

- 1 THESE DRAWINGS INDICATE THE GENERAL EXTENT OF WORK BUT ARE NOT FABRICATION DRAWINGS. COORDINATE PLUMBING SYSTEMS WITH WORK OF ALL OTHER TRADES PRIOR TO ANY FABRICATION OR INSTALLATION. PROVIDE ALL FITTINGS, OFFSETS, TRANSITIONS, ETC. AS REQUIRED FOR A COMPLETE WORKABLE INSTALLATION.
- 2 REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF ALL NEW PLUMBING FIXTURES.
- 3 ALL PLUMBING RELATED CORING THROUGH FLOORS SHALL BE BY PLUMBING CONTRACTOR.
- 4 COORDINATE ALL NEW LOCATIONS, SIZES AND ELEVATIONS OF SLEEVES THROUGH WALLS, SLABS AND FOUNDATIONS WITH STRUCTURAL DRAWINGS AND FIELD CONDITIONS.
- 5 COORDINATE ALL PIPE ROUTING WITH SITE CONDITIONS, EQUIPMENT MANUFACTURER'S RECOMMENDATIONS, AND ALL OTHER TRADES TO AVOID INTERFERENCES.
- 6 PROVIDE ACCESS AROUND ALL NEW EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS.
- 7 ALL OVERHEAD DOMESTIC WATER PIPING SHALL BE INSULATED AND LABELED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PIPING APPLICATION SCHEDULE.
- 8 ALL PIPING SHALL BE CONCEALED IN WALLS, CEILING SPACES OR ARCHITECTURAL SOFFITS.
- 9 SEAL ALL PENETRATIONS THROUGH WALLS AND FLOORS AIR AND WATER TIGHT.
- 10 COORDINATE LOCATIONS AND ELEVATIONS OF ALL NEW UNDERGROUND SANITARY WITH CIVIL SITE PLANS PRIOR TO START OF CONSTRUCTION.
- 11 CONTRACTOR SHALL MAINTAIN ADEQUATE CLEARANCES (PER THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE) ABOVE AND AROUND ANY NEW ELECTRICAL PANELS, EQUIPMENT, AND TRANSFORMERS WHEN ROUTING OVERHEAD PIPING.
- 12 RUN ALL SANITARY AND VENT PIPING AT SLOPES COMPLYING WITH THE MICHIGAN PLUMBING CODE LATEST EDITION.
- 13 PROVIDE SHUT-OFF VALVES AT ALL PLUMBING FIXTURES. LOCATE ALL PLUMBING SHUT-OFF VALVES IN AN ACCESSIBLE LOCATION ABOVE AN ACCESS PANEL AND NO MORE THAN 24" ABOVE THE CEILING.
- 14 REFER TO PIPING DIAGRAMS, DETAILS, AND SPECIFICATIONS FOR VALVES, FITTINGS, AND OTHER ACCESSORIES.
- 15 FURNISH AND INSTALL BALANCING VALVES AT ALL BRANCHES OF HOT WATER RECIRCULATION PIPING SYSTEM. AT COMPLETION OF PIPING INSTALLATION, THE CONTRACTOR MUST BALANCE THE HOT WATER RECIRCULATING SYSTEM TO FLOW RATES INDICATED AND SUBMIT BALANCE RESULTS IN WRITING TO ARCHITECT/ENGINEER.
- 16 MINIMUM UNDERGROUND SANITARY PIPING SHALL BE 3'.
- 17 LOCATE ALL WALL HYDRANTS AT 2'-0" A.F.F.



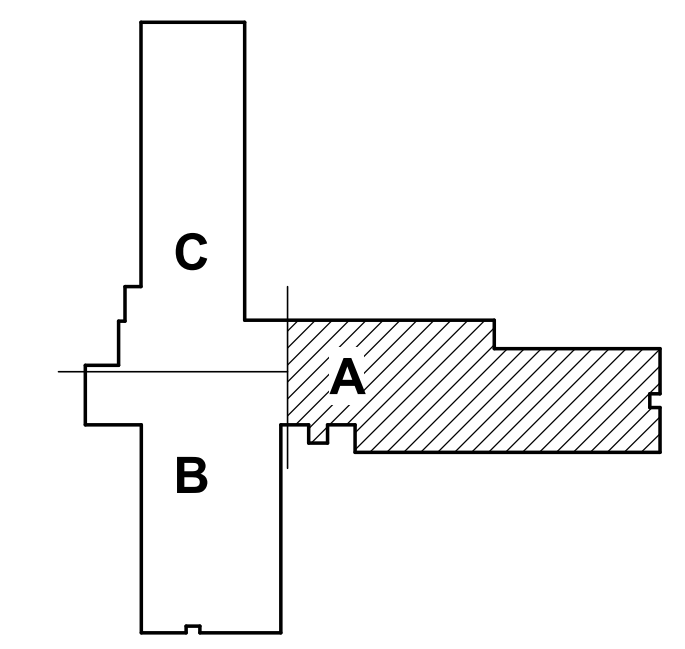
**4 WOMENS LOCKER RM 151 PLUMBING AND MECHANICAL DEMO PLAN**  
M232 1/4" = 1'-0"

**2 MENS LOCKER RM 160 PLUMBING AND MECHANICAL DEMO PLAN**  
M232 1/4" = 1'-0"

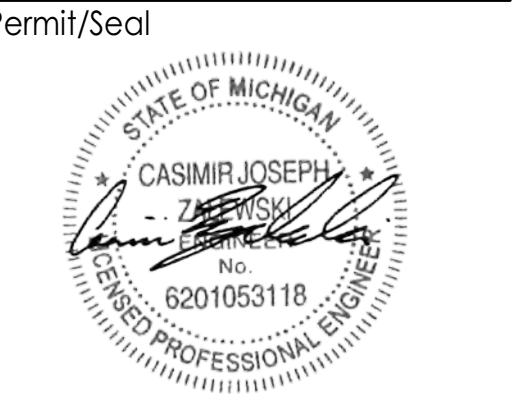


**1 WOMENS LOCKER RM 151 PLUMBING NEW WORK PLAN**  
M232 1/4" = 1'-0"

**3 MENS LOCKER RM 160 PLUMBING NEW WORK PLAN**  
M232 1/4" = 1'-0"



REVISION	DATE	BY	APP'D



CHARTER TOWNSHIP OF YPSILANTI  
Ypsilanti Community Center Renovations  
2025 E Clark Rd., Ypsilanti, MI 48198  
Project No.: 2075154401  
No Name, N/A  
Author Designer Checker 2022.07.31  
Dwn. Dgn. Chkd. YYYYMMDD  
Title  
CC TOILET ROOM RENO - M&P ENLARGED PLANS  
Scale: 1/4" = 1'-0"  
Revision:  
Drawing No. **M232**











COMMON WORK RESULTS FOR MECHANICAL

- 1. All work shall be in compliance with the drawings and the general provisions of the contract including General and Supplementary Conditions.
2. The drawings are diagrammatic and show the general location and arrangement of the equipment and piping.
3. Provide submittals on all materials and equipment to be installed for review by the architect and engineer.
4. Shop Drawings
5. Product Data Sheets
6. Samples
7. Manufacturer's Instructions
8. Maintenance Data
9. Warranty

MECHANICAL INSULATION

- 1. All insulation shall comply with NFPA 90A and B. All insulation installed indoors shall have a flame spread index of 25 or less and a smoke spread index of 50 or less.
2. All insulation thickness shall comply with ASHRAE/IES Standard 90.1-2007.
3. All insulated systems shall be insulated completely including through penetrations, valve bodies, and areas of equipment not provided with factory installed insulation.
4. All insulation shall be subject to compliance with requirements and shall be one of the following manufacturers unless otherwise noted: Owens-Corning, Knauf, CertainTeed or Johns Manville
5. Ductwork insulation:
A. Interior concealed ductwork insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C553, Type II and ASTM C1290, Type III with factory applied FSM jacket.
B. Exterior ductwork insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C612, Type I or Type II-B. For duct and plenum applications, provide insulation with factory applied FSM jacket.
C. Refrigerant piping insulation: Fiberglass elastomeric insulation shall be closed-cell, sponge- or expanded-rubber materials complying with ASTM C534, Type I for tubular materials and Type II for sheet materials.
D. Equipment insulation: Fiberglass elastomeric insulation shall be closed-cell, sponge- or expanded-rubber materials complying with ASTM C534, Type I for tubular materials and Type II for sheet materials.

COMMON WORK RESULTS FOR PLUMBING

- 1. All work shall be in compliance with the drawings and the general provisions of the contract including General and Supplementary Conditions.
2. The drawings are diagrammatic and show the general location and arrangement of the equipment and piping.
3. Provide submittals on all materials and equipment to be installed for review by the architect and engineer.
4. Shop Drawings
5. Product Data Sheets
6. Samples
7. Manufacturer's Instructions
8. Maintenance Data
9. Warranty

IDENTIFICATION FOR PLUMBING

- 1. Identification shall be subject to compliance with requirements and shall be one of the following manufacturers: Brady Co., Branner, Craftmark, Emed, Marking Services, or Saton Name Plate Corp.
2. New or renovated piping systems and equipment shall have identification markers.
3. Piping systems shall have pre-identified, semi-rigid plastic pipe labels formed to cover full circumference of pipe, preprinted and color-coded with lettering indicating service, and showing flow direction.
4. Valve tags shall be 1/32 inch thick minimum, brass tags with 14 letters for piping system abbreviation and 1/2 inch numbers. Provide brass wire-link, beaded chain, or shock fastener.
5. Equipment labels shall have 1/32 inch minimum thick brass or 1/16 inch thick multilayer, multicolor plastic for mechanical engraving with predrilled holes for attachment with stainless steel self-tapping screws.

MECHANICAL INSULATION

- 1. All insulation shall comply with NFPA 90A and B. All insulation installed indoors shall have a flame-spread index of 25 or less and a smoke-developed index of 50 or less.
2. All insulated systems shall be insulated completely including through penetrations, valve bodies, and areas of equipment not provided with factory installed insulation.
3. Piping insulation: Mineral-Fiber, preformed pipe insulation shall be mineral or glass fibers bonded with a thermosetting resin.
4. Piping insulation: Mineral-Fiber, preformed pipe insulation shall be mineral or glass fibers bonded with a thermosetting resin.
5. Equipment insulation: Fiberglass elastomeric insulation shall be closed-cell, sponge- or expanded-rubber materials complying with ASTM C534, Type I for tubular materials and Type II for sheet materials.

PLUMBING PIPING

- 1. All piping and joining methods shall be provided as specified. All piping shall be tested in accordance to applicable codes.
2. Sanitary, vent, storm, and storm overflow piping shall comply with ASTM A 888 or C939 301.
3. Sanitary, vent, storm, and storm overflow piping shall comply with ASTM A 888 or C939 301.
4. Sanitary, vent, storm, and storm overflow piping shall comply with ASTM A 888 or C939 301.
5. Domestic cold water, hot water, and hot water return piping:
A. Under-building-slab, domestic water, building service piping shall be Soft Copper tube, ASTM B 88, Type L; wrought-copper solder-joint fittings, and brazed joints.
6. Make-up-water piping installed aboveground shall be Type L, draw-temper copper tubing, wrought-copper fittings, and soldered joints.

FIRE PROOFING

- 1. Plumbing contractor shall seal all pipe penetrations through all fire rated walls to prevent spread of fire and smoke.
2. Fire stop shall be installed and designed to provide a minimum 1-hour rating.
3. Fire stop shall be installed and designed to provide a minimum 1-hour rating.
4. Fire stop shall be installed and designed to provide a minimum 1-hour rating.

COMMON MOTOR REQUIREMENTS

- 1. Motor characteristics: shall be capable of continuous duty at an ambient temperature of 104 degree F.
2. Polyphase motors (1/2 HP and larger): NEMA MG 1, Design B, squirrel cage, premium efficiency, medium induction motor with open drip proof enclosure unless noted otherwise.
3. Motors with variable frequency controllers: Provide copper magnet wire with moisture-resistant insulation varnish, designed and tested to resist transient spikes, high frequencies, and short time re-uses pulsed by pulse-width modulated inverters.
4. Single-phase motors (less than 1/2 HP): Motors larger than 1/20 HP shall be one permanent-split-capacitor type, to start starting torque and requirements of specific motor application.

METERS AND GAUGES

- 1. Meters and gauges shall be subject to compliance with requirements and shall be one of the following manufacturers: Flo Fab, Milpco, Terico, or Weiss Instruments.
2. Venturi flow meters shall be subject to compliance with requirements and shall be one of the following manufacturers: ABB, Hyspan, Preso Meters, or Victaulic.
3. Pressure gauges and valves where indicated on the drawings:
A. Bronze Ball Valves shall be two-piece, full port, with stainless steel trim and complying with MSS SP-110.
4. Valve types shall be subject to compliance with requirements and shall be one of the following manufacturers: Apollo, Nibco, or Milwaukee.
5. Bronze Swing Check Valves shall have a Class 125, Bronze Swing Check Valves with Bronze Disc, regrinding type, horizontal, for piping 2 inches and smaller.
6. Spring loaded stem check valves shall have a Class 125, Bronze Swing Check Valves with Bronze Disc, regrinding type, horizontal, 2 inches and smaller.
7. Iron-Lug Style butterfly valves shall be 150 CWP, Iron, Lug-Style, Butterfly Valves with EPDM Seal and Aluminum-Bronze Disc for Non-potable water applications.
8. Stainless steel butterfly valves shall be Full Lug, high performance type, all stainless steel butterfly valve for domestic water applications 2 1/2 inch and larger.
9. Iron Globe Valves shall be Class 125, Iron Globe Valves with Teflon Disc, 2-inch and larger.
10. Drain Valves shall be bronze ball valve type, hose-end drain valves with threaded, short nipple outlet and garden hose thread complying with ASME B1.20.1 and ANSI B1.20.1.

FALVES

- 1. Install valves where indicated on the drawings.
2. General Duty Valves shall be subject to compliance with requirements and shall be one of the following manufacturers: Apollo, Nibco, or Milwaukee.
3. Bronze Ball Valves shall be two-piece, full port, with stainless steel trim and complying with MSS SP-110.
4. Iron-Lug Style butterfly valves shall be 150 CWP, Iron, Lug-Style, Butterfly Valves with EPDM Seal and Aluminum-Bronze Disc for Non-potable water applications.
5. Stainless steel butterfly valves shall be Full Lug, high performance type, all stainless steel butterfly valve for domestic water applications 2 1/2 inch and larger.
6. Iron Globe Valves shall be Class 125, OS&V, Iron Globe Valves with Teflon Disc, 2-inch and larger.
7. Hose End Drain Valves shall be Class 125, OS&V, Hose End Drain Valves with 400 psig minimum CWP, 1/2 inch.
8. Calibrated valves shall be subject to compliance with requirements and shall be one of the following manufacturers: Armstrong International, Flo Fab, ITT Corporation (Bell & Gossett Div.), NBCCO, TAC, or Watts.
9. Lead-free brass or bronze calibrated balance valves for valve sizes 2 inches and larger shall have a lead-free brass or bronze ball style body with two readout ports and memory-setting indicator.
10. Memory-stop balance valves for valve sizes 2 inches and smaller shall have a two-piece copper-alloy ball style body, MSS SP-110, vinyl-covered steel handle lever with memory stop to retain set position, and drain connection with protective cap.
11. Cast iron or steel calibrated balance valves for valve sizes 2 1/2 inches and larger shall have a cast iron or steel globe style body with calibrated orifice or orifice pressure regulator, a handle lever with memory stop to retain set position, and drain connection with protective cap.
12. Automatic flow control valves shall have a brass or ferrous metal body with a stainless steel, lamper proof, self-cleaning, and removable piston and spring assembly, pressure test ports, capable of maintaining a constant flow, plus or minus 5 percent over system pressure fluctuations.

HANGERS AND SUPPORTS

- 1. Hanger and Support installation shall comply with MSS SP-69 and MSS SP-69 (Manufacturers Standardization Society for the Valve and Fittings Industry).
2. The use of "C" Clamps and beam clamps of a "C" pattern and any modification thereof is prohibited for 2-1/2 inches and larger.
3. Steel pipe hangers and supports: Comply with MSS SP-58, Types 1 through 58, factory fabricated components.
4. Trapeze Pipe Hangers: Comply with MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural-steel shapes with MSS SP-58 hanger rods, nuts, saddles, and U-bolts.
5. Metal framing systems: Comply with MFMA-3 shop- or field-fabricated pipe-support assembly made of steel channels and other components with factory standards finish or copper plated when support elements will be in contact with copper piping.
6. Thermal-Hanger shield inserts: 100-pig-minimum, compressive-strength insulation insert encased in sheet metal shield.
7. Thermal-Hanger shield inserts: 100-pig-minimum, compressive-strength insulation insert encased in sheet metal shield.
8. Mechanical-Expansion Anchors shall be insert-wedge-type stainless steel, for use in hardened Portland cement concrete with pull-out, and shear capacities appropriate for supported loads and building materials where used.
9. Fasteners systems shall be subject to compliance with requirements and shall be one of the following manufacturers: B-Line Systems, HIK, MKT Fastening, or Powers Fasteners.

IDENTIFICATION FOR MECHANICAL

- 1. Identification shall be subject to compliance with requirements and shall be one of the following manufacturers: Brady Co., Branner, Craftmark, Emed, Marking Services, or Saton Name Plate Corp.
2. New or renovated piping systems and equipment shall have identification markers.
3. Piping systems shall have pre-identified, semi-rigid plastic pipe labels formed to cover full circumference of pipe, preprinted and color-coded with lettering indicating service, and showing flow direction.
4. Valve tags shall be 1/32 inch thick minimum, brass tags with 14 letters for piping system abbreviation and 1/2 inch numbers.
5. Equipment labels shall have 1/32 inch minimum thick brass or 1/16 inch thick multilayer, multicolor plastic for mechanical engraving with predrilled holes for attachment with stainless steel self-tapping screws.
6. Warning tags shall be 3 by 5-1/4 inches minimum and secured by brass grammet and wire.
7. Warning tags shall be 3 by 5-1/4 inches minimum and secured by brass grammet and wire.
8. Warning tags shall be 3 by 5-1/4 inches minimum and secured by brass grammet and wire.
9. Warning tags shall be 3 by 5-1/4 inches minimum and secured by brass grammet and wire.
10. Warning tags shall be 3 by 5-1/4 inches minimum and secured by brass grammet and wire.

CLEANING

- 1. Clean and disinfect potable domestic water piping as follows:
A. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
B. Use purging and disinfecting procedures prescribed by authorities having jurisdiction, if methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described above.
2. Flush piping system with clean, potable water until dry water meter and dry water meter are as appear at outlets.
3. Fill and isolate system according to either of the following:
A. Fill system of part thereof with waterchlorine solution with at least 50 ppm of chlorine.
4. Repeat procedures for all piping, including water chlorination solution with at least 200 ppm of chlorine.
5. Repeat procedures for all piping, including water chlorination solution with at least 200 ppm of chlorine.
6. Repeat procedures for all piping, including water chlorination solution with at least 200 ppm of chlorine.
7. Repeat procedures for all piping, including water chlorination solution with at least 200 ppm of chlorine.
8. Repeat procedures for all piping, including water chlorination solution with at least 200 ppm of chlorine.
9. Repeat procedures for all piping, including water chlorination solution with at least 200 ppm of chlorine.
10. Repeat procedures for all piping, including water chlorination solution with at least 200 ppm of chlorine.

Vertical text on the left margin: E, D, C, B, A

Stantec logo, Consultant, Ypsilanti Township, Ypsilanti Community Center Renovations, Project No: 2075154401, 2025 E Clark Rd, Ypsilanti, MI 48198

Project No: 2075154401, Author, Designer, Checker, Date: 2022.31, Title: CC TOILET ROOM RENO - MECHANICAL & PLUMBING SPECS, Scale, Revision, Drawing No. M281





**ELECTRICAL GENERAL NOTES**

- REFER TO DRAWING E001 FOR ELECTRICAL LEGEND, ABBREVIATIONS AND GENERAL NOTES.
- REFER TO DRAWING E251 FOR DETAILS, LIGHTING FIXTURE SCHEDULE AND CONTROLS INFORMATION.
- THE CONTRACTOR SHALL PROVIDE A HOT WIRE TIED AHEAD OF LOCAL SWITCHING AND THE LIGHTING CONTROL PANEL RELAYS FOR THE LEADS TO ALL NIGHT LIGHTS, EXIT LIGHTS, EMERGENCY BATTERY PACKS AND EMERGENCY LIGHT RELAYS AND EXIT LIGHTS.
- THE CONTRACTOR SHALL SUBMIT A FULL SET OF OCCUPANCY CONTROL LOCATION DRAWING SUBMITTALS TO THE A/E PRIOR TO PURCHASE OR INSTALLATION. OCCUPANCY CONTROL LOCATIONS AND QUANTITIES SHALL BE BASED ON THE MANUFACTURER'S RECOMMENDATIONS. THE LIGHTING PLANS SHOW DESIGN INTENT ONLY AND DO NOT REFLECT EVERY MANUFACTURER PERMITS.
- OCCUPANCY CONTROLS SHALL BE WIRED SUCH THAT ALL GENERAL ROOM LIGHTING IS CONTROLLED.
- PROVIDE A DEDICATED NEUTRAL CONDUCTOR FOR EACH BRANCH CIRCUIT.
- IN GENERAL, DEVICES AT LOWER HEIGHTS SHALL BE STACKED DIRECTLY BELOW DEVICES AT HIGHER ELEVATIONS. PROVIDE CONDUIT OFFSET AS NECESSARY.
- PROVIDE 120V CIRCUIT TO FIRE ALARM EXTENDER PANELS.
- CIRCUIT ELECTRONIC TRAP PRIMERS TO NEARBY 120V RECEPTACLE CIRCUIT. REFER TO PLUMBING DRAWINGS FOR TRAP PRIMER LOCATIONS.
- WHERE SWITCHES ARE SHOWN, THEY SHALL CONTROL THE ALL LIGHTING IN THE SPACE, LOCAL TO THAT SWITCH.
- REFER TO ARCHITECTURE REFLECTIVE CEILING PLANS FOR DIMENSIONS OF LIGHTING FIXTURES WITHIN THE CEILING (DRAWING A22).
- WHERE POSSIBLE, RE-USE EXISTING RECESSED LIGHT SWITCH AND RECEPTACLE ROUGH INS FOR NEW DEVICES IF INSTALLED IN THE SAME LOCATION.

**ELECTRICAL DEMO KEYNOTES**

- ED1** EXISTING ELECTRICAL DEVICE TO BE TEMPORARILY SUPPORTED, AND REINSTALLED IN NEW CEILING.
- ED2** EXISTING CORRIDOR LIGHTS ARE SERVED FROM PANEL 100A (BREAKER #15). A BREAKER IS BEING USED AS ON/OFF SWITCH. EXISTING BREAKER WILL BE USED TO POWER NEW LIGHTING IN CORRIDOR. OTHER EXISTING DEVICES/EQUIPMENT ON THIS BREAKER SHALL MAINTAIN CONTINUITY UPON COMPLETION OF PROJECT.
- ED3** EXISTING PANEL 100B IS CURRENTLY RECESSED IN EXISTING STUD WALL. PROVIDE TEMPORARY SUPPORTS DURING EXISTING WALL, CEILING AND SLAB REMOVAL. EXISTING PANEL SHALL BE REINSTALLED FLUSH IN NEW WALL, COORDINATE WITH DEMOLITION CONTRACTOR AND ARCHITECTURAL TRADES PRIOR TO DEMOLITION AND NEW INSTALLATION OF SLAB, WALL AND CEILING. EXISTING PANEL IS A 100A, 3PH, 4W, 208V/120V PANEL WITH 24 CIRCUITS (MANUFACTURER: PARK METAL).
- ED4** REPLACE EXISTING RECEPTACLE WITH NEW GFCI TYPE. RECONNECT TO EXISTING CIRCUIT. PROVIDE NEW COVERPLATE.
- ED5** FOUR EXISTING 20A/1P CIRCUITS (8, 10, 12, 15) WITHIN PANEL '100B' SERVE WOMEN'S LOCKER ROOM LIGHTING AND RECEPTACLES. THESE CIRCUITS SHALL BE REUSED TO POWER NEW LIGHTING AND RECEPTACLES. EXTEND EXISTING CIRCUIT TO NEW DEVICES.
- ED6** TWO EXISTING 20A/1P CIRCUITS (1, 3) WITHIN PANEL '100B' SERVE MENS LOCKER ROOM LIGHTING AND RECEPTACLES. THESE CIRCUITS SHALL BE REUSED TO POWER NEW LIGHTING AND RECEPTACLES. EXTEND EXISTING CIRCUIT TO NEW DEVICES.
- ED7** RE-USE EXISTING LIGHTING CIRCUIT IN THIS AREA TO POWER NEW LIGHTING.
- ED8** EXISTING EWH TO BE REMOVED. EXISTING CIRCUIT INDICATED SHALL BE REMOVED BACK TO SOURCE, UNLESS NOTED OTHERWISE.
- ED9** EXISTING EXHAUST FAN TO BE DISCONNECTED AND REPLACED IN PLACE WITH NEW (ONE FOR ONE). EXISTING CIRCUIT SHALL BE RE-USED TO CONNECT NEW EXHAUST FAN.

**ELECTRICAL NEW WORK KEYNOTES**

- E1** EXISTING RTU WITH (2) EXISTING DUCT DETECTORS. PROVIDE NEW CONNECTION TO EXISTING DUCT DETECTORS TO NEW FIRE ALARM CONTROL PANEL.
- E2** EXISTING PANEL 100B SHALL BE REINSTALLED FLUSH IN NEW WALL. COORDINATE WITH ARCHITECTURAL TRADES PRIOR TO NEW INSTALLATION OF ELECTRICAL PANEL, FLOOR SLAB, WALL AND CEILING.
- E3** ELECTRICAL 120V CONNECTION TO LAVATORIES AND SOAP DISPENSERS. PROVIDE CIRCUIT AS INDICATED TO RECEPTACLES TO BE INSTALLED BELOW COUNTER TOP. COORDINATE WITH SINK INSTALLATION FOR FINAL LOCATIONS OF RECEPTACLES.
- E4** NEW EXHAUST FAN TO BE INSTALLED IN PLACE OF EXISTING EXHAUST FAN. RECONNECT NEW EXHAUST FAN WITH EXISTING 120V CIRCUIT PREVIOUSLY SERVING EXISTING EXHAUST FAN. NEW EXHAUST FAN SHALL BE EQUIPPED WITH INTEGRAL DISCONNECT.

**FIRE ALARM SCOPE:**

EXISTING DEVICES THROUGHOUT THE BUILDING APPEAR TO BE CONNECTED TO THE EXISTING SECURITY SYSTEM CONTROL PANEL. THE EXISTING FIRE ALARM CONTROL PANEL LOCATED IN THE BOILER ROOM APPEARS TO BE NOT OPERATIONAL.

THE SCOPE WITHIN THE WORK AREA INDICATED AS PART OF THIS PROJECT WILL INCLUDE:

- REMOVING FIRE ALARM DEVICES THAT ARE CURRENTLY COVERING THOSE SPACES.
- PROVIDING A NEW MAIN FIRE ALARM CONTROL PANEL TO CONNECT NEW ADDRESSABLE DEVICES AND WILL HAVE ADDITIONAL CAPACITY TO EXPAND IN THE FUTURE FOR A BUILDING WIDE FIRE ALARM SYSTEM.
- ADDING NEW INITIATION AND NOTIFICATION DEVICES AS REQUIRED BY CODE TO PROVIDE COVERAGE FOR THE SPACES INCLUDED IN THE WORK AREA.
- RE-CONNECTING EXISTING DEVICES THAT ARE LOCATED WITHIN AREAS NOT PART OF THE WORK AREA.
  - EXISTING DUCT SMOKE DETECTORS INSTALLED ON RTUs
    - FOR BIDDING PURPOSES ASSUME 2 DETECTORS PER RTU.

FOR SPACES THAT ARE EXCLUDED FROM THE WORK AREA: THE NEW FIRE ALARM CONTROL PANEL, AND NAC PANELS PROVIDED AS PART OF THIS PROJECT SHALL BE PREPARED WITH SUFFICIENT CAPACITY TO COVER THE DEVICES INDICATED OUTSIDE OF THE WORK AREA. THESE DEVICES ARE INDICATED TO BE AS PART OF A FUTURE PROJECT. THESE DEVICES WILL TAKE PLACE AT A LATER DATE. NOTE THAT CONNECTING THE RTU DUCT DETECTORS WILL BE INCLUDED AS PART OF THIS PROJECT.

Consultant

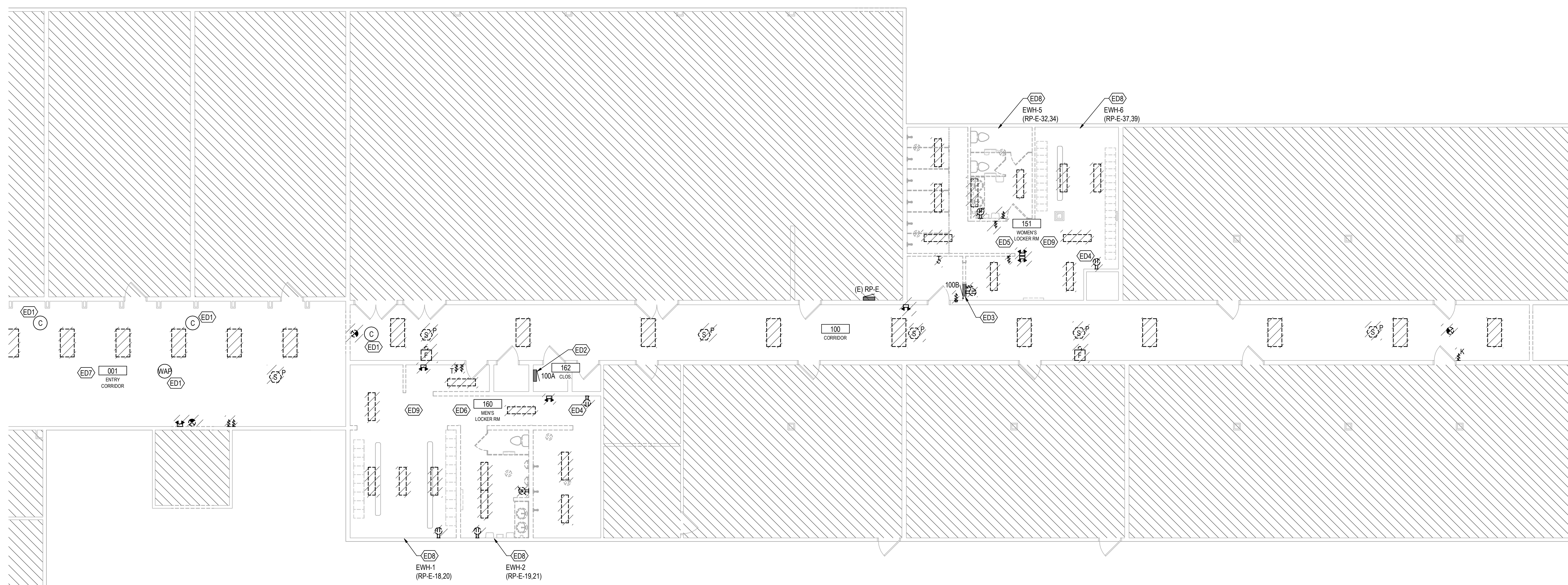
NO.	DATE	BY	APP'D	REVISION

Permit/Seal

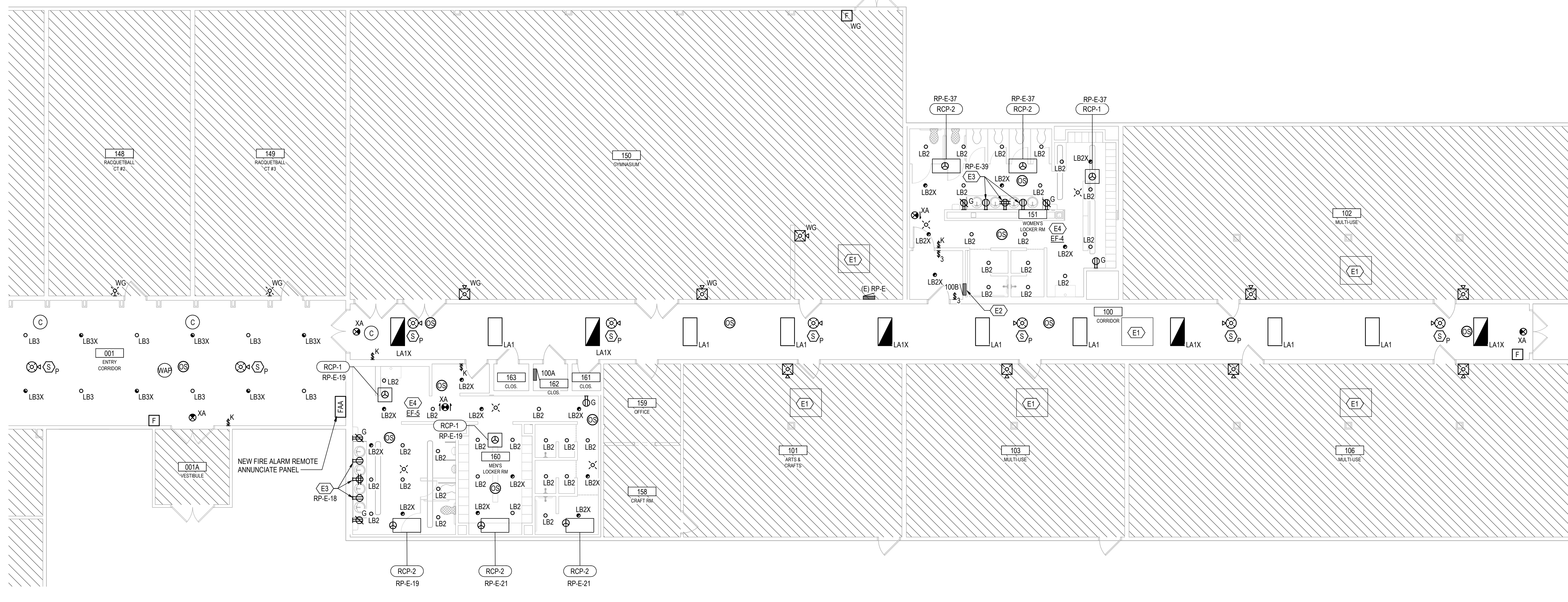


YPSI Community Center  
 Renovations  
 7200 South Huron River Drive  
 Ypsilanti, MI 48197

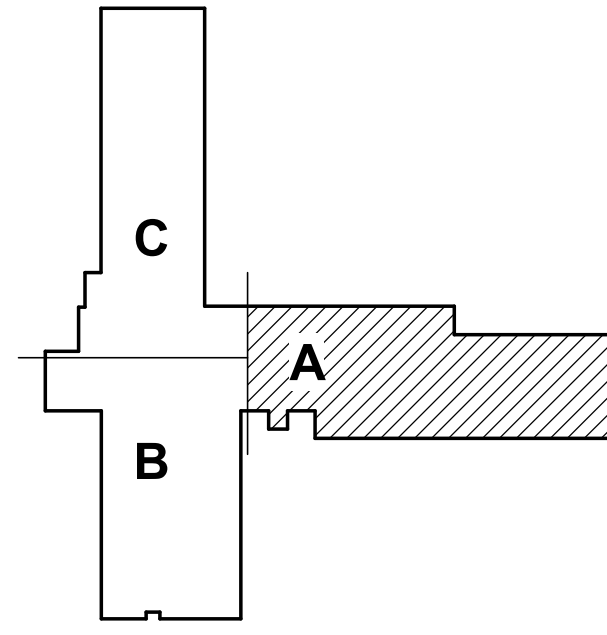
Project No.: 2075154401  
 No Name, N/A  
 Author Designer Checker 09.01.2023  
 Dwn. Dgn. Chkd. YYYYMMDD  
 Title  
**CC TOILET ROOM RENO - ELECTRICAL PLAN - AREA A**  
 Revision:  
 Scale: As indicated  
 Drawing No. **E211**

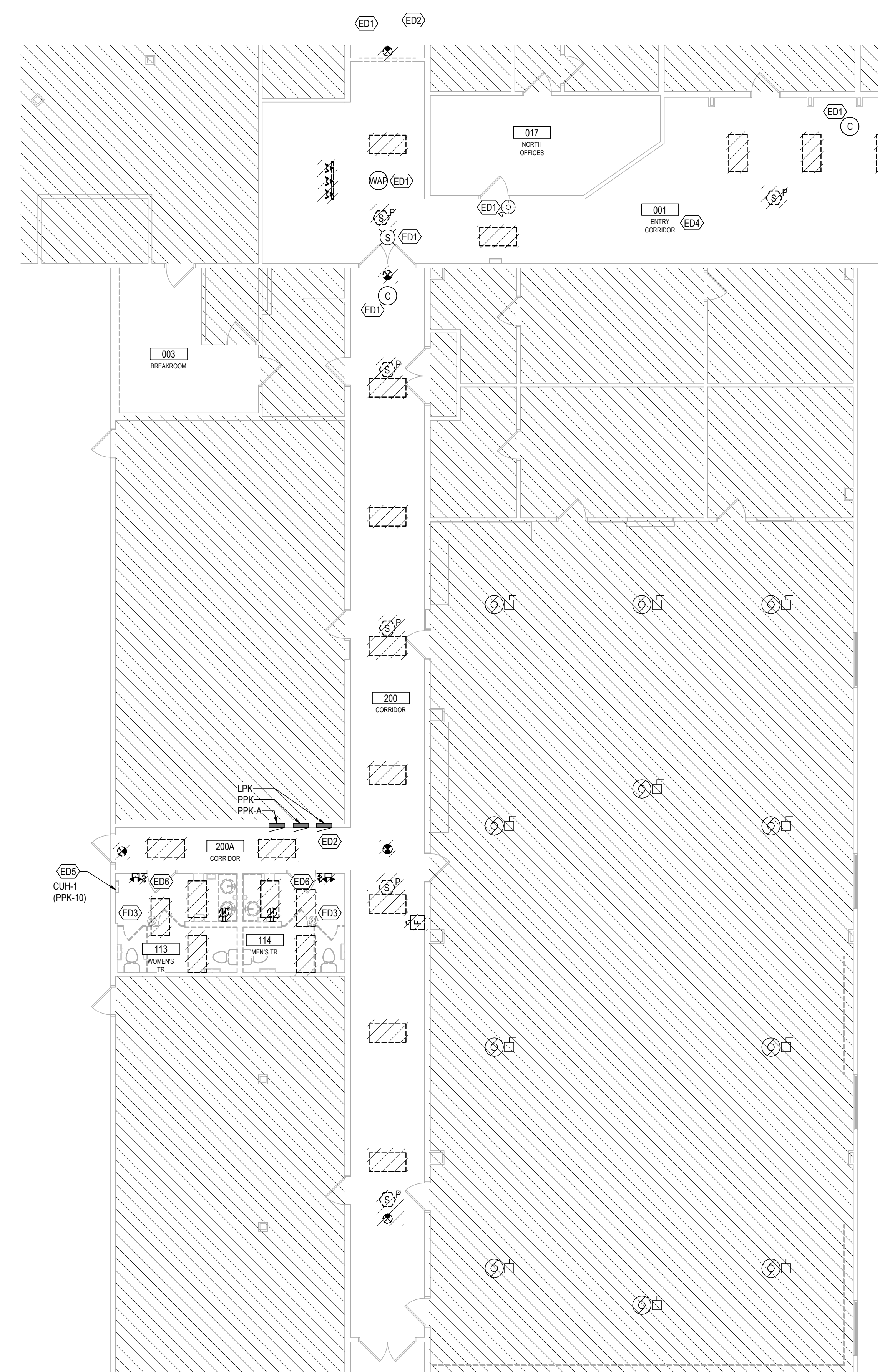


**1 CC TOILET ROOM RENO - ELECTRICAL DEMOLITION PLAN - AREA A**  
 E211 1/8" = 1'-0"

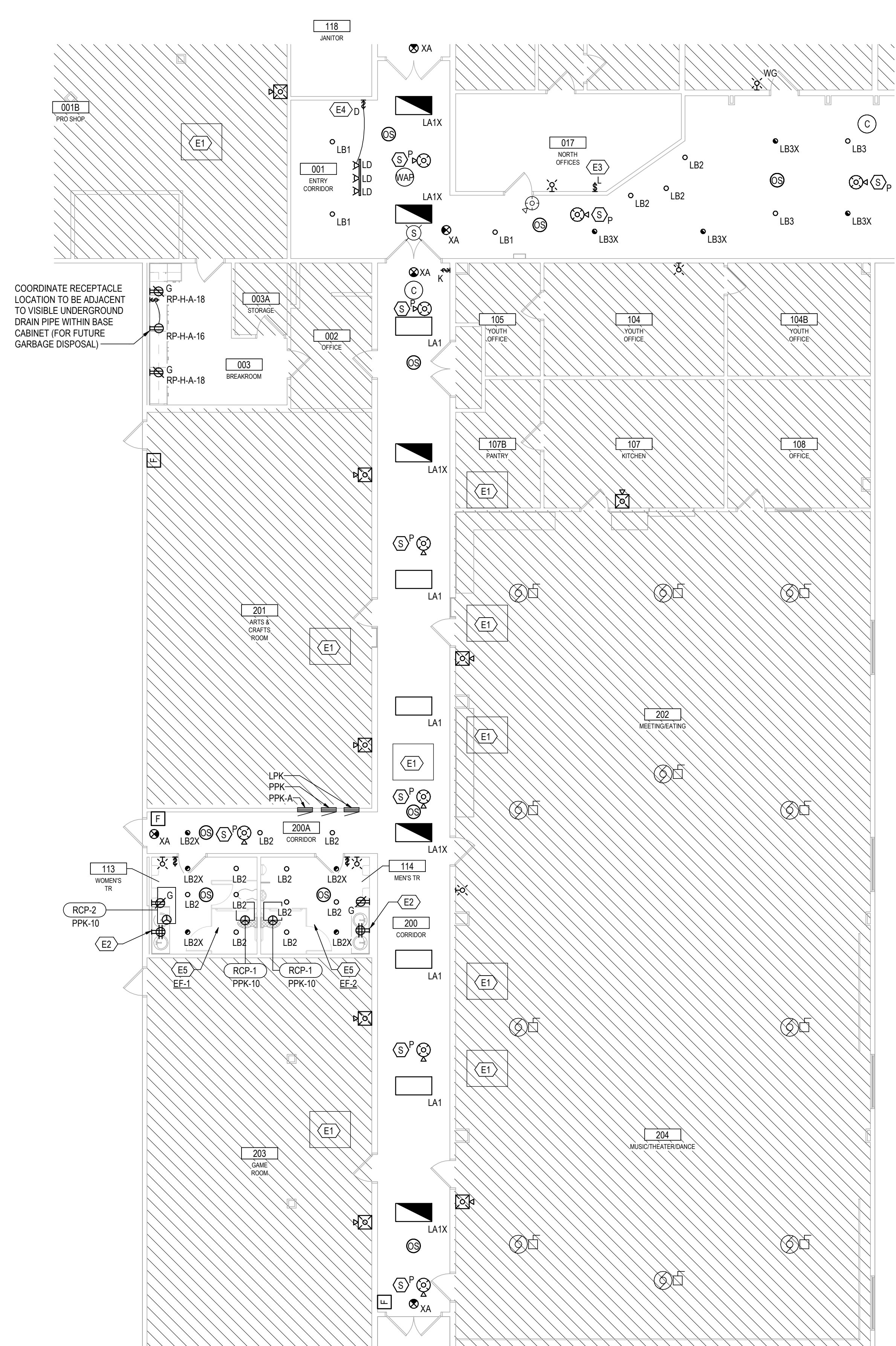


**A1 CC TOILET ROOM RENO - ELECTRICAL NEW WORK PLAN - AREA A**  
 E211 1/8" = 1'-0"





**1**  
E212  
1/8" = 1'-0"  
**CC TOILET ROOM RENO - ELECTRICAL DEMOLITION PLAN - AREA B**



**A1**  
E212  
1/8" = 1'-0"  
**CC TOILET ROOM RENO - ELECTRICAL NEW WORK PLAN - AREA B**

**ELECTRICAL GENERAL NOTES**

- REFER TO DRAWING E001 FOR ELECTRICAL LEGEND, ABBREVIATIONS AND GENERAL NOTES.
- REFER TO DRAWING E251 FOR DETAILS, LIGHTING FIXTURE SCHEDULE AND CONTROLS INFORMATION.
- THE CONTRACTOR SHALL PROVIDE A HOT WIRE TIED AHEAD OF LOCAL SWITCHING AND THE LIGHTING CONTROL PANEL RELAYS FOR THE LEADS TO ALL NIGHT LIGHTS, EXIT LIGHTS, EMERGENCY BATTERY PACKS AND EMERGENCY LB24 RELAYS AND EXIT LIGHTS.
- THE CONTRACTOR SHALL SUBMIT A FULL SET OF OCCUPANCY CONTROL LOCATION DRAWING SUBMITTALS TO THE A/E PRIOR TO PURCHASE OR INSTALLATION. OCCUPANCY CONTROL LOCATIONS AND QUANTITIES SHALL BE BASED ON THE MANUFACTURER'S RECOMMENDATIONS. THE LIGHTING PLANS SHOW DESIGN INTENT ONLY AND DO NOT REFLECT EVERY MANUFACTURER PERMITS.
- OCCUPANCY CONTROLS SHALL BE WIRED SUCH THAT ALL GENERAL ROOM LIGHTING IS CONTROLLED.
- PROVIDE A DEDICATED NEUTRAL CONDUCTOR FOR EACH BRANCH CIRCUIT.
- IN GENERAL, DEVICES AT LOWER HEIGHTS SHALL BE STACKED DIRECTLY BELOW DEVICES AT HIGHER ELEVATIONS. PROVIDE CONDUIT OFFSET AS NECESSARY.
- PROVIDE 120V CIRCUIT TO FIRE ALARM EXTENDER PANELS.
- CIRCUIT ELECTRONIC TRAP PRIMERS TO NEARBY 120V RECEPTACLE CIRCUIT. REFER TO PLUMBING DRAWINGS FOR TRAP PRIMER LOCATIONS.
- WHERE SWITCHES ARE SHOWN, THEY SHALL CONTROL THE ALL LIGHTING IN THE SPACE, LOCAL TO THAT SWITCH.
- REFER TO ARCHITECTURE REFLECTIVE CEILING PLANS FOR DIMENSIONS OF LIGHTING FIXTURES WITHIN THE CEILING (DRAWING A22).
- WHERE POSSIBLE, RE-USE EXISTING RECESSED LIGHT SWITCH AND RECEPTACLE ROUGH INS FOR NEW DEVICES IF INSTALLED IN THE SAME LOCATION.

**ELECTRICAL DEMO KEYNOTES**

- ED1** KEY NOTES
- EXISTING ELECTRICAL DEVICE TO BE TEMPORARILY SUPPORTED, AND REINSTALLED IN NEW CEILING.
  - EXISTING CORRIDOR LIGHTS ARE SERVED FROM PANEL LPK (BREAKER #25). A BREAKER IS BEING USED AS CIRCUIT SWITCH. EXISTING BREAKER WILL BE USED TO POWER NEW LIGHTING IN CORRIDOR. OTHER EXISTING DEVICES/EQUIPMENT ON THIS BREAKER SHALL MAINTAIN CONTINUITY UPON COMPLETION OF PROJECT.
  - EXISTING BATHROOM LIGHTS AND RECEPTACLES ARE SERVED FROM PANEL LPK (BREAKER #27). EXISTING CIRCUIT WILL BE USED TO POWER NEW BATHROOM LIGHTING AND RECEPTACLES. OTHER EXISTING DEVICES/EQUIPMENT ON THIS BREAKER SHALL MAINTAIN CONTINUITY UPON COMPLETION OF PROJECT.
  - RE-USE EXISTING LIGHTING CIRCUIT IN THIS AREA TO POWER NEW LIGHTING.
  - EXISTING CUH TO BE REMOVED. EXISTING CIRCUIT INDICATED SHALL BE REMOVED BACK TO SOURCE. EXISTING CIRCUIT CONSISTS OF A 20A/1P CIRCUIT BREAKER, SOURCED FROM PPK-10 CIRCUIT BREAKER SHALL BE RE-USED TO POWER THE NEW ERCP4. (E) CUH IS 1500VA, NEW LOAD WILL BE 1128VA.
  - EXISTING EXHAUST FAN TO BE DISCONNECTED AND REPLACED IN PLACE WITH NEW (ONE FOR ONE). EXISTING CIRCUIT SHALL BE RE-USED TO CONNECT NEW EXHAUST FAN.

**ELECTRICAL NEW WORK KEYNOTES**

- EW1** KEY NOTES
- EXISTING RTU WITH (2) EXISTING DUCT DETECTORS. PROVIDE NEW CONNECTION TO EXISTING DUCT DETECTORS TO NEW FIRE ALARM CONTROL PANEL.
  - ELECTRICAL 120V CONNECTION TO LAVATORIES AND SOAP DISPENSERS. PROVIDE CIRCUIT AS INDICATED TO RECEPTACLES TO BE INSTALLED BELOW COUNTER TOP. COORDINATE WITH SINK INSTALLATION FOR FINAL LOCATIONS OF RECEPTACLES.
  - LOW VOLTAGE OVERRIDE SWITCH FOR CORRIDOR LIGHTING CONTROL.
  - PROVIDE DIMMER SWITCH FOR TRACK LIGHTING. TRACK LIGHTING SHALL BE CONTROLLED FOR ON/OFF WITH CORRIDOR LIGHTING.
  - NEW EXHAUST FAN TO BE INSTALLED IN PLACE OF EXISTING EXHAUST FAN. RECONNECT NEW EXHAUST FAN WITH EXISTING 120V CIRCUIT PREVIOUSLY SERVING EXISTING EXHAUST FAN. NEW EXHAUST FAN SHALL BE EQUIPPED WITH INTEGRAL DISCONNECT.

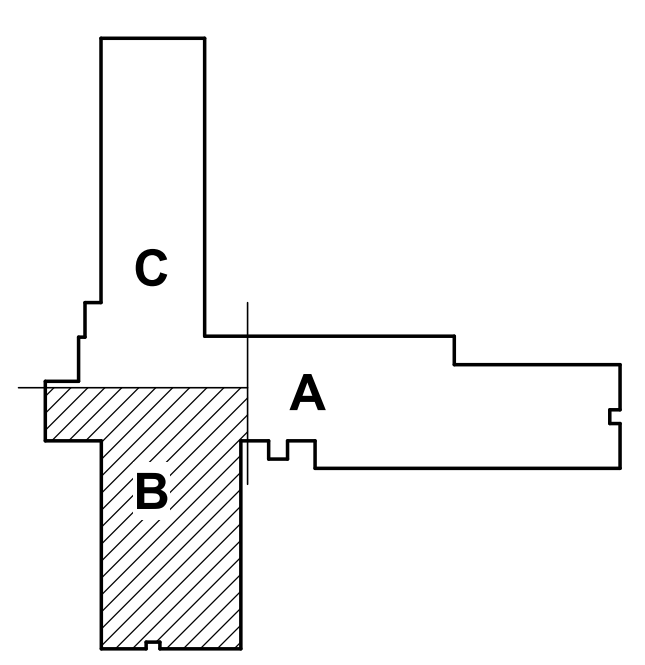
**FIRE ALARM SCOPE:**

EXISTING DEVICES THROUGHOUT THE BUILDING APPEAR TO BE CONNECTED TO THE EXISTING SECURITY SYSTEM CONTROL PANEL. THE EXISTING FIRE ALARM CONTROL PANEL LOCATED IN THE BOILER ROOM APPEARS TO BE NOT OPERATIONAL.

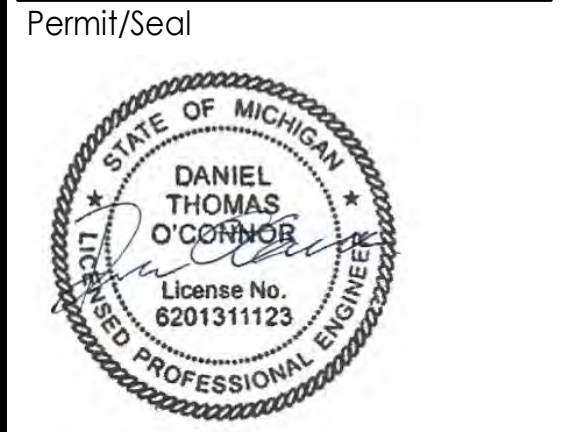
THE SCOPE WITHIN THE WORK AREA INDICATED AS PART OF THIS PROJECT WILL INCLUDE:

- REMOVING FIRE ALARM DEVICES THAT ARE CURRENTLY COVERING THOSE SPACES.
- PROVIDING A NEW MAIN FIRE ALARM CONTROL PANEL TO CONNECT NEW ADDRESSABLE DEVICES AND WILL HAVE ADDITIONAL CAPACITY TO EXPAND IN THE FUTURE FOR A BUILDING WIDE FIRE ALARM SYSTEM.
- ADDING NEW INITIATION AND NOTIFICATION DEVICES AS REQUIRED BY CODE TO PROVIDE COVERAGE FOR THE SPACES INCLUDED IN THE WORK AREA.
- RE-CONNECTING EXISTING DEVICES THAT ARE LOCATED WITHIN AREAS NOT PART OF THE WORK AREA.
  - EXISTING DUCT SMOKE DETECTORS INSTALLED ON RTUs
    - FOR BIDDING PURPOSES ASSUME 2 DETECTORS PER RTU.

FOR SPACES THAT ARE EXCLUDED FROM THE WORK AREA: THE NEW FIRE ALARM CONTROL PANEL, AND NAC PANELS PROVIDED AS PART OF THIS PROJECT SHALL BE PREPARED WITH SUFFICIENT CAPACITY TO COVER THE DEVICES INDICATED OUTSIDE OF THE WORK AREA. THESE DEVICES ARE INDICATED TO BE AS PART OF A FUTURE PROJECT THAT WILL TAKE PLACE AT A LATER DATE (NOTE THAT CONNECTING THE RTU DUCT DETECTORS WILL BE INCLUDED AS PART OF THIS PROJECT).



REVISION	DATE	BY	APP'D	DESCRIPTION



YPSI Community Center  
Renovations

7200 South Huron River Drive  
Ypsilanti, MI 48197

Project No.: 2075154401  
No Name: N/A  
Author Designer Checker 09/01/2023  
Dwn. Dgn. Chkd. YYYYMMDD

Title  
**CC TOILET ROOM  
RENO - ELECTRICAL  
PLAN - AREA B**

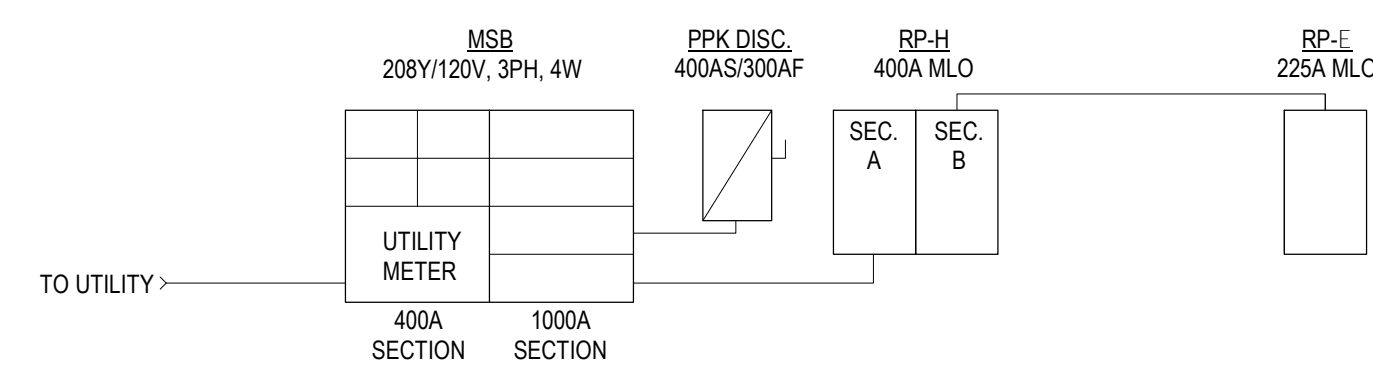
Scale: As indicated  
Revision:  
Drawing No. **E212**





**LIGHTING CONTROL SCHEME NOTES:**

- CORRIDORS AND LOBBY**
  - AUTOMATIC LIGHTING CONTROL FOR CORRIDORS WILL CONSIST OF A NEW LIGHTING CONTROL PANEL, EQUIPPED WITH ASTRONOMICAL TIME CLOCK, TO CONTROL A TIME OF DAY ON/OFF SCHEDULE. DURING DAY TIME HOURS THE CORRIDOR LIGHTING SHALL BE ON. DURING OFF HOURS, THE LIGHTING WITHIN THE CORRIDORS SHALL BE AUTOMATICALLY CONTROLLED FOR ON/OFF VIA LOCAL OCCUPANCY SENSORS.
  - NETWORK THE FOUR CORRIDOR/LOBBY CONTROLLERS TOGETHER. PROVIDE LIGHTING CONTROL PANEL IN JANITORS CLOSET 118.
  - PROVIDE LOW VOLTAGE CONTROL STATION WITHIN MAIN OFFICE TO OVERRIDE THE FOUR SEPARATE CORRIDOR LIGHTING ZONES.
  - PROVIDE LOCAL KEYPAD SWITCHES TO TURN ON AND OFF LIGHTING IN EACH CORRIDOR, AS SHOWN ON THE FLOOR PLANS.
- RESTROOMS AND LOCKER ROOMS**
  - MANUAL LIGHTING CONTROL SWITCHES WITH OCCUPANCY SENSOR(S) FOR AUTOMATIC ON/OFF CONTROL (WITH NO OCCUPANCY AFTER 20 MINUTES).
  - THE LARGER LOCKER ROOMS AND RESTROOMS WILL BE EQUIPPED WITH KEYPAD SWITCHES.



**EXISTING PARTIAL ONE LINE DIAGRAM**  
SCALE: NONE

TYPE	DESCRIPTION	LIGHT SOURCE DATA	DELIVERED LUMENS	DISTRIBUTION/ LENSING	FINISH	DIMMING/ DRIVER TYPE	WATTAGE/ FOOT	VOLTAGE	MFR/ MODEL (S)	COMMENTS
LA1	RECESSED 2X4 TROFFER	LED 3500K 80-CRI	3500 LUMEN	SMOOTH FROSTED	WHITE	0-10V TO 10%	28W	120V	METALUX CRUZE ST	
LA1X	SAME AS LA1, EXCEPT WITH INTEGRAL 10 WATT EM BATTERY									
LB1	RECESSED 4" ROUND ARCHITECTURAL DOWNLIGHT TRIMMED WITH FLANGE	LED 3500K 80-CRI	1750 LUMEN	90 DEG (STANDARD SOLITE)	WHITE	0-10V TO 10%	16W	120V	USA LIGHTING; BEVELED 2.2 BASIC	NEW CONSTRUCTION HOUSING, ACCESSIBLE DRIVER (AND BATTERY) FROM BELOW CEILING
LB1X	SAME AS LB1, EXCEPT WITH INTEGRAL 5 WATT EM BATTERY									
LB2	RECESSED 4" ROUND ARCHITECTURAL DOWNLIGHT TRIMMED WITH FLANGE	LED 3500K 80-CRI	1300 LUMEN	50 DEG (STANDARD SOLITE)	WHITE	0-10V TO 10%	12W	120V	USA LIGHTING; BEVELED 2.2 BASIC	NEW CONSTRUCTION HOUSING, ACCESSIBLE DRIVER (AND BATTERY) FROM BELOW CEILING
LB2X	SAME AS LB2, EXCEPT WITH INTEGRAL 5 WATT EM BATTERY									
LB3	RECESSED 4" ROUND ARCHITECTURAL DOWNLIGHT TRIMMED WITH FLANGE	LED 3500K 80-CRI	2400 LUMEN	90 DEG (STANDARD SOLITE)	WHITE	0-10V TO 10%	24W	120V	USA LIGHTING; BEVELED 2.2 BASIC	NEW CONSTRUCTION HOUSING, ACCESSIBLE DRIVER (AND BATTERY) FROM BELOW CEILING
LB3X	SAME AS LB3, EXCEPT WITH INTEGRAL 5 WATT EM BATTERY									
LC	SURFACE/CEILING MOUNTED DECORATIVE BARN LIGHT - 10" FIXTURE SHADE	LED 3500K 80-CRI	2000 LUMEN	FLAT LED LENS	OIL RUBBED BRONZE	0-10V TO 10%	27W	120V	BARN LIGHT ELECTRIC COMPANY; SINCLAIR FLUSH MOUNT LIGHT	PROVIDE SAME FINISH ON CANOPY, AND FIXTURE INTERIOR AND EXTERIOR.
LD	LED TRACK LIGHT FIXTURE, 2" ROUND	LED 3500K 80-CRI	1100 LUMEN	22 DEG	WHITE	DIMMING TO 5%	15W/HEAD	120V	HALO; LB13 MINI TRACK LED	PROVIDE FIXTURE QUANTITY AS SHOWN ON PLANS. PROVIDE WITH MANUFACTURER'S STANDARD TRACK, SURFACE MOUNTED TO CEILING.
XA	SINGLE SIDED EXIT SIGN, UNIVERSAL MOUNT	RED LED			BRUSHED ALUMINUM		1W	120V	SURE-LITES; CX SERIES	REFER TO FLOOR PLANS FOR DIRECTIONAL ARROWS
XB	DOUBLE SIDED EXIT SIGN, UNIVERSAL MOUNT	RED LED			BRUSHED ALUMINUM		1W	120V	SURE-LITES; CX SERIES	REFER TO FLOOR PLANS FOR DIRECTIONAL ARROWS

NOTES: 1. ALL LIGHT FIXTURES, INDICATED ON PLANS WITH SUFFIX "X" SHALL BE WIRED AS EMERGENCY LIGHTS, EQUIPPED WITH INTEGRAL BATTERY PACK.

Panel Name: (E) RP-H-A	Location: UTILITY/BOILER ROOM 120	Supply From:	Notes:									
<b>EXISTING CONDITIONS</b>												
CKT	Circuit Description	Trip	Poles	CB	A	B	C	CB	Poles	Trip	Circuit Description	CKT
1	RTU-15	30 A	3		0	0				30 A	RTU-16	2
3						0	0					4
5												6
7	RTU-17	30 A	3		0	0				30 A	RTU-18	8
9						0	0					10
11												12
13	Spare	20 A	1		0	0				20 A	UH-2	14
15	UH-1 (BOILER RM)	20 A	1			0	0			20 A	Spare	16
17	EWB-5 (MENS 300 RR)	20 A	2		1500	1500	1500	0		20 A	Spare	18
19										20 A	EWB-7 (WOMENS 300 RR)	20
21	UH-3	20 A	1			0	1500			20 A	UH-4	22
23	ROOF RECEPTACLES	20 A	1				0	0		20 A	UH-4	24
25	EWB-5 (PRO SHOP WOMENS RR)	15 A	2		500	500	500	500		15 A	EWB-4 (PRO SHOP MENS RR)	26
27										1	Spare	28
29	Spare		1							1	Spare	30
31	Spare		1							1	Spare	32
33	Spare		1							1	Spare	34
35	RTU-10	40 A	3			0	0			20 A	Spare	36
37					0	0				20 A	Spare	38
39						0	0			2	AC-3	40
41	Spare		1								Spare	42
<b>Total Load:</b>					4.00 KVA	2.50 KVA	1.50 KVA					
<b>Total Amps:</b>					35 A	22 A	13 A					
Load Classification		Connected Load	Demand Factor	Estimated Demand	Panel Totals							
Spare		8000 VA	100.00%	8000 VA	Total Conn. Load: 8000 VA		Total Est. Demand: 8000 VA					
					Total Conn.: 22 A		Total Est. Demand: 22 A					

Panel Name: RP-H-A	Location: UTILITY/BOILER ROOM 120	Supply From:	Notes:									
<b>NEW WORK CONDITIONS</b>												
CKT	Circuit Description	Trip	Poles	CB	A	B	C	CB	Poles	Trip	Circuit Description	CKT
1	RTU-15	30 A	3		0	0				30 A	RTU-16	2
3						0	0					4
5												6
7	RTU-17	30 A	3		0	0				30 A	RTU-18	8
9						0	0					10
11												12
13	Spare	20 A	1		0	0				20 A	UH-2	14
15	UH-1 (BOILER RM)	20 A	1			0	180			20 A	RECEPTACLE BREAKROOM 003	16
17	ERCP WOMEN'S TR 121	20 A	1		1500	540	1500	360		20 A	RECEPTACLE BREAKROOM 003	18
19	ERCP MEN'S TR 123	20 A	1							20 A	LAV & SOAP PWR WOMEN'S TR 121	20
21	UH-3	20 A	1			0	540			20 A	LAV & SOAP PWR MEN'S TR 123	22
23	ROOF RECEPTACLES	20 A	1				0	0		20 A	UH-4	24
25	ERCP PRO SHOP RR	20 A	1		1248	1000				20 A	FACP NORTH OFFICES 137-145	26
27	LAV & SOAP PWR PRO SHOP RR	20 A	1			360	500			20 A	LCP JANITOR 118	28
29	UH-5 (BOILER ROOM)	20 A	2				1500			1	Spare	30
31					1500					1	Spare	32
33	Spare		1							1	Spare	34
35	RTU-10	40 A	3			0	0			20 A	Spare	36
37					0	0				20 A	Spare	38
39						0	0			2	AC-3	40
41	Spare		1								Spare	42
<b>Total Load:</b>					5.79 KVA	1.58 KVA	3.36 KVA					
<b>Total Amps:</b>					51 A	33 A	30 A					
Load Classification		Connected Load	Demand Factor	Estimated Demand	Panel Totals							
HVAC		8748 VA	100.00%	8748 VA	Total Conn. Load: 10728 VA		Total Est. Demand: 10728 VA					
Receptacle		1980 VA	100.00%	1980 VA	Total Conn.: 30 A		Total Est. Demand: 30 A					

Panel Name: (E) RP-E	Location: GYMNASIUM 150	Supply From:	Notes:									
<b>EXISTING CONDITIONS</b>												
CKT	Circuit Description	Trip	Poles	CB	A	B	C	CB	Poles	Trip	Circuit Description	CKT
1	RTU-1	30 A	3		0	0				30 A	RTU-2	2
3						0	0					4
5												6
7	RTU-3	45 A	3		0	0				50 A	RTU-4	8
9						0	0					10
11												12
13	RTU-5	45 A	3		0	0				25 A	CUH-1	14
15						0	0					16
17												18
19	EWB-2	15 A	2		750	1500				20 A	EWB-1	20
21										15 A	CU-1	22
23	AHU-1	35 A	3			750	0			2	AC-1	24
25						0	750			2	AC-1	26
27						0	0			20 A	RECEPTACLES	28
29	Spare	20 A	1			0	0			1	AC-1	30
31	DUCT DETECTORS	20 A	1		0	750				2	AC-1	32
33	Spare	20 A	1							1	AC-1	34
35	Spare	20 A	1							1	AC-1	36
37	EWB-2	20 A	2		1500					1	Spare	38
39						1500				1	Spare	40
41	Spare	20 A	1							1	Spare	42
<b>Total Load:</b>					4.50 KVA	3.00 KVA	1.50 KVA					
<b>Total Amps:</b>					39 A	27 A	13 A					
Load Classification		Connected Load	Demand Factor	Estimated Demand	Panel Totals							
Spare		9000 VA	100.00%	9000 VA	Total Conn. Load: 9000 VA		Total Est. Demand: 9000 VA					
					Total Conn.: 25 A		Total Est. Demand: 25 A					

Panel Name: RP-E	Location: GYMNASIUM 150	Supply From:	Notes:									
<b>NEW WORK CONDITIONS</b>												
CKT	Circuit Description	Trip	Poles	CB	A	B	C	CB	Poles	Trip	Circuit Description	CKT
1	RTU-1	30 A	3		0	0				30 A	RTU-2	2
3						0	0					4
5												6
7	RTU-3	45 A	3		0	0				50 A	RTU-4	8
9						0	0					10
11												12
13	RTU-5	45 A	3		0	0				25 A	CUH-1	14
15						0	0					16
17							0	540		20 A	LAV & SOAP PWR MEN'S LOCKERS 160	18
19	ERCP MEN'S LOCKER RM 160	20 A	1		1128					1	Spare	20
21	ERCP MEN'S LOCKER RM 160	20 A	1			1248	0			15 A	CU-1	22
23	AHU-1	35 A	3				0			2	AC-1	24
25					0	0				2	AC-1	26
27						0	0			1	AC-1	28
29	Spare		1							1	AC-1	30
31	DUCT DETECTORS	20 A	1		0	0				2	AC-1	32
33	Spare	20 A	1				0	0		1	AC-1	34
35	Spare	20 A	1				0	0		1	AC-1	36
37	ERCP WOMEN'S LOCKER RM 151	20 A	1		1500					1	Spare	38
39	LAV & SOAP PWR WOMEN'S LOCKER	20 A	1			540				1	Spare	40
41	Spare	20 A	1							1	Spare	42
<b>Total Load:</b>					2.63 KVA	1.79 KVA	0.54 KVA					
<b>Total Amps:</b>					24 A	17 A	5 A					
Load Classification		Connected Load	D									

**GENERAL ELECTRICAL PROVISIONS**

**PART 1 - GENERAL**

- 1.1 **SCOPE OF WORK**
- A. The scope of work included under these specifications shall include complete systems as shown in the Contract Documents and specified herein. Any work reasonably inferable or required to result in a complete installation of the intended operation and performance of the systems, shall be included in the Base Bid except where there is a specific reference to exclusion and incorporation in other quotations.
- B. Without limiting or restricting the volume of work and solely for convenience, the work to be performed shall be in general:
  1. Demolition / Supporting / Reinstallation
  2. Specialty service lighting and power
  3. Grounding
  4. Power and/or lighting panelsboards
  5. Feeders to equipment
  6. Branch circuitry for the complete installation and proper operation of several branches of work
  7. Power wiring to motors
  8. Transformers
  9. Installation of electric powered equipment supplied by others
  10. Wiring of equipment furnished by others and final connections to same
  11. Lighting fixtures
  12. Low voltage lighting control systems
  13. Fire alarm system (Within Work Area)
  14. Items of labor, material, and equipment not specified in detail or shown on drawings, but incidental to or necessary for the complete installation and proper operation of several branches of work and described herein, or reasonably implied in connection herewith, shall be furnished as if called for in detail by the specifications or drawings. This includes electrical work associated with mechanical and plumbing work whether indicated on electrical drawings or not.

**1.3 INTENT OF DRAWINGS**

- A. Provide complete and functional systems for the project. The systems shall conform to the details stated in the specifications and shown on the drawings. Items or work not shown or specified, but required for complete systems, shall be provided and conform with accepted trade practices. The drawings and specifications are intended to define specific system requirements and serve to expand on the primary contract requirements of providing complete systems. The drawings are diagrammatic and indicate the general arrangement and routing of the systems included in this contractors work.
- B. Do not scale the drawings. Because of the scale of the drawings, it is not possible to indicate offsets, fittings, valves, or similar items which may be required to provide complete operating systems. Carefully investigate conditions affecting the work associated with this project. Install systems in such a manner that interferences between pipes, conduits, ducts, equipment, architectural and structural features are avoided. Provide items required to meet the project conditions without additional cost to the owner.
1. These documents may not explicitly disclose final details required for a complete systems installation; however, contractors shall possess the expertise to include the necessary appointments of complete operating systems.
2. Bidders shall have sufficient expertise in this type of construction to realize the extent of the work required.

**1.4 DEFINITIONS**

- A. Specific terminology, as used herein, shall have the following meanings:
  1. "Turning" - Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.
  2. "Install" - Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing to grade, protecting, painting, and similar requirements.
  3. "Provide" - Furnish and install, complete and ready for intended use.
  4. "Concealed, Interior" - Concealed from view and protected from physical contact by building occupants.
  5. "Concealed, Exterior" - Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures.
  6. "Exposed, Interior" - Exposed to view indoors (not concealed).
  7. "Exposed, Exterior" - Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions.
  8. "Finished Space" - Space other than mechanical rooms, electrical rooms, furred spaces, pipe chases or unheated spaces immediately below roof, space above ceilings, unexcavated spaces, crawl spaces, tunnels, and interstitial spaces.
  9. "Conditioned" - Spaces directly provided with heating and cooling.
  10. "Unconditioned" - Spaces directly provided with heating and cooling.
  11. "Indoors" - Located inside the exterior walls and roof of the building.
  12. "Outdoors" - Located outside the exterior walls and roof of the building.

**1.5 GENERAL STANDARDS**

- A. Equipment and materials, unless otherwise noted, shall be new and of first quality, produced by manufacturers who have been regularly engaged in the manufacture of these products for a period of not less than five years.
- B. Equipment of one type shall be the products of one manufacturer; similar items of the same classification shall be identical, including equipment, assemblies, parts and components.
- C. Material used shall be as manufactured or recognized testing organization, such as Underwriters Laboratories, Inc., or Factory Mutual Engineering Corporation, and materials shall be labeled, certified or listed by such organizations. Where third party certification is required for concealed equipment, the manufacturer shall bear the appropriate certification label.
- D. With respect to custom made equipment or related installations which are constructed specially for this project, the manufacturer shall certify the safety of same on the basis of test data. The Owner shall be furnished copies of such test data.

**1.6 PRODUCTS AND SUBSTITUTIONS**

- A. Where several manufacturers' products are specified, the Contract Amount shall be based upon the specified products only. Any substitution products shall be approved by the architect and a Substitution Request. Substitutions shall not be permitted after the bidding phase without a Substitution Request Form included with the bid.
- B. Where only one manufacturer's product is specified, the associated systems have been designed on the basis of that product. Where several manufacturer's products are specified, the associated systems have been designed on the basis of the first named manufacturer's product. When products other than those specified are used, the contractor shall pay additional costs for design and construction costs related to substitutions review, redesign, and system and/or structure modifications required by the use of that product.
- C. It is the intent of these specifications that service organizations such as testing agencies follow the above substitution procedures.

**1.7 APPLICABLE CODES**

- A. Materials furnished and work installed shall comply with applicable codes listed in the contract documents, with the requirements of the local utility companies, and with the requirements of governmental departments or authorities having jurisdiction.
- 1.8 **QUALIFICATIONS AND CERTIFICATES**
- A. Defective equipment, materials or workmanship, including damage to the work provided under other divisions of this contract resulting from same, shall be replaced or repaired at no extra cost to the Owner for the duration of the stipulated guarantee period.
1. Unless specifically indicated otherwise, the duration of the guarantee period is one (1) year following the date of Substantial Completion. Temporary operation of the equipment for temporary conditioning, testing, etc., prior to occupancy shall be considered part of the warranty period.

**1.9 QUIET OPERATION AND VIBRATION CONTROL**

- A. Equipment and associated items shall operate under conditions of load without sound or vibration deemed objectionable by the Architect. In the case of moving equipment, sound or vibration noticeable outside of the room in which it is installed, or noticeable within the room in which it is installed, shall be deemed objectionable. Sound or vibration deemed objectionable shall be corrected in an approved manner at no extra cost to the Owner. Vibration control shall be provided by means of approved vibration isolators and installed in accordance with the isolator manufacturer's recommendations.
- B. The sound pressure levels around mechanical and electrical equipment (fans, pumps, motors, etc.) in equipment spaces shall not exceed 85 dBA at any point three (3) feet from the equipment, with all equipment in the space operating. The sound criteria applies to the complete range of each piece of equipment.

**1.10 TEMPORARY SHUTDOWN OF EXISTING SYSTEMS**

- A. Plan installation of new work and connections to existing work to insure minimum interference with regular operation of existing systems. Some temporary shutdown of existing systems may be required to complete the work.
- B. Submit to the Owner in writing for approval, proposed date schedule, time, and duration of necessary temporary shutdowns of existing systems. Submit schedule at least fifteen (15) calendar days in advance of intended shutdown. Shutdowns shall be made at such times as shall not interfere with regular operation of existing facilities and only after written approval of Owner. The Owner reserves the right to cancel shutdowns at any time prior to the shutdowns. To insure continuous operation, make necessary temporary connections between new and existing work. Bear costs resulting from temporary shutdowns and temporary connections. No additional charges shall be allowed for Owner canceled shutdowns as rescheduled.
- C. Shutdowns must be performed by the Owner. Do not SHUT DOWN any system. The Owner reserves the right to require a walk-through of any shutdown prior to the shutdown. Following electrical shutdowns, electrical motors are rotating in the proper direction. Bear costs associated with reverse rotated motors.

**1.11 COORDINATION**

- A. Coordinate and furnish in writing to the Architect information necessary to permit the work to be installed satisfactorily and with the least possible interference or delay.
- B. When work is installed without proper coordination, changes to this work deemed necessary by the Architect shall be made to correct the conditions without extra cost to the Owner.

**1.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

- A. Shop drawings, product data, and samples shall be submitted in accordance with the requirements of the contract.
- B. The following shall be submitted by the Contractor for review:
  1. Scale shop drawings showing system components with sizing indicated, including but not limited to:
    - a. Fire Alarm Layouts, including sire and battery calculations
    - b. Lighting Control Plans showing device layouts and control risers with manufacturers symbology from data sheets
    - c. Product data for system components and materials (including construction standards).
  2. Lighting Fixtures
  3. Control Schedules
  4. General Materials - Conduit, boxes, supports, hangers, wiring, cables, etc.
  5. Electrical Devices - switches, receptacles, cover plates
  6. Fire Alarm Devices
- C. Shutdowns must be performed by the Owner. Do not SHUT DOWN any system. The Owner reserves the right to require a walk-through of any shutdown prior to the shutdown. Following electrical shutdowns, electrical motors are rotating in the proper direction. Bear costs associated with reverse rotated motors.

**1.13 OWNER INSTRUCTION**

- A. After final tests and adjustments have been completed, furnish the services of qualified personnel to instruct the representatives of the Owner in the operation and maintenance procedures for equipment and systems installed as part of this project. Operation and maintenance instructions for major items of equipment shall be directly supervised by the equipment manufacturer's representative. Supply qualified personnel to operate equipment for sufficient length of time as required to meet governing authorities' operation and performance tests and as required to assure that the Owner's representatives are properly qualified to take over operation and maintenance procedures. Minimum instruction period shall be 8 man hours minimum. The instruction period shall be broken into segments at the discretion of the Owner.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**COMMON WORK RESULTS FOR ELECTRICAL**

**PART 1 - GENERAL**

- 1.1 **SUMMARY**
- A. Section Includes:
  1. Electrical equipment coordination and installation
  2. Sleeves for raceways and cables
  3. Grounding
  4. Common electrical installation requirements
  5. Waterproofing
  6. Cutting and Patching
  7. Protection of Floors
  8. Painting
  9. Equipment Guards and Rails
  10. Cleaning, Protecting and Adjusting
- 1.2 **DEFINITIONS**
- A. ERM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.
- C. Wiring: Cable and/or wire installed in Raceway.
- 1.3 **DEMOLITION**
- A. Review the demolition drawings, to determine the affected areas of the existing structure. Remove electrical apparatus in the affected areas not to be reused including wire, conduit, switches, outlets, light fixtures, and fittings. If any existing electrical items are to be removed, either patch area as required or provide a blank cover plate over boxes to remain.
- B. Any conduit or wiring that is not to be permanently removed or that feeds other remaining sections related to the building shall be relocated as necessary and re-routed and reconnected as required.
- C. Items removed above shall become the property of the Owner unless otherwise noted. If the Owner has no use for any of the items, remove them from the site.
- D. Maintain the continuity of any present circuits that may be interrupted by these alterations even though they may not be indicated on the drawings. Furnish the labor and necessary materials required to restore the circuit.
- E. Where circuits are looped and outlets are removed, make adjustments and connections to restore the circuits.

- 1.4 **FLUORESCENT LIGHTING**
- A. Participate in a recycling and disposal program for fluorescent lamps containing mercury and PCB ballasts. Play all role associated with recycling.
- 1.5 **Labels**
  - a. Recycle fluorescent lamps intact, place in lamp boxes, and mark box "for recycling".
  - b. Materials shall be transported to a state and federally approved recycling facility. Provide documentation that materials were recycled in accordance with State and Federal laws.
2. **Gaskets**
  - a. PCB ballasts are identified, remove ballasts from fixture and place in a DOT1AZ shippable, remanufacturable, lead, 55 gallon steel drum. Date and label drum as "PCB Contaminated." Weight of drum shall not exceed 600 pounds.
  - b. Arrange for drums to be delivered to a state and federally approved recycling facility. Provide documentation that the materials were recycled in accordance with State and Federal laws.
  - c. Where existing electrical devices and items are to be removed, ceilings, floors, wall partitions, and areas to be patched or repaired shall be removed and replaced with materials and methods of affected areas. All patching for these areas is to match the existing and intended finishes for that area no matter what the type of construction. Coordinate all patching work fully with the Architect and General Contractor. Blank cover plates over demolded items will not be acceptable.

**1.5 WATERPROOFING**

- A. Where work requires waterproofing, including waterproof concrete, the method of installation shall be approved by the Architect prior to performing the work. Furnish necessary services, caulking and flashing required to provide openings absolutely watertight.

**1.6 WEATHERPROOF LOCATIONS (WP)**

1. Electrical apparatus, such as outlet boxes, switches, thermal switches or manual starters, disconnect switches, combination switches and starters, motor control centers, and motor starters shall be weatherproof gasketed type, NEMA Types 3 or 4 in the following instances:
  - a. On surface of exterior face of building, including areas where not under canopies, cast boxes with threaded hubs or used and under weather steel boxes with weathered connections to devices.
  - b. In areas where specifically noted "WP" or required by the NEC or Electrical Regulations mentioned herein.
2. In underground enclosures.
3. On building roof.
4. On cutting and patching.

**1.7 CUTTING AND PATCHING**

- A. Provide cutting and patching necessary to install the work specified herein. Patching shall match adjacent surfaces. All surfaces shall be finished such that a final finish coat of paint, or finished flooring can be installed without patching or showing through the material. Finish all surfaces to provide a smooth transition from patch area to existing surface.
- B. No structural members shall be cut without prior approval of the Architect; such cutting shall be done in a manner designed to minimize damage to the structure.
- C. Provide ceiling removal and replacement where work above ceilings is required. Replace ceiling components damaged in the process.
- D. Provide patching and repair where items are removed from walls, ceilings or floors.
- E. All patched and repaired areas will be subject to acceptance by the owner and architect, prior to final completion.

**1.8 ACCESSIBILITY**

- A. Coordinate to ensure the sufficiency of the size of shafts, and chases, and the adequacy of clearances in hung ceilings and other areas required for the proper installation of this work.
- B. Locations shall bear the appropriate certification label.
- C. Indicate the locations of access doors for each concealed device, concealed behind finished construction and requiring service on the coordination drawings. Equipment below floor slab or finished floor shall be indicated on the coordination drawings.
- D. Furnish access doors for installation by General Contractor. Coordinate during bidding phase with General Contractor. Locations of access doors in finished construction shall be submitted in sufficient time to allow for procurement of materials.

**1.9 PROTECTION OF FLOORS**

- A. Protect existing flooring from damage during the construction period. Provide plywood or similar material under equipment as indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. 3M Electrical Products.
  2. Gardner Bender.
  3. ESCO.
  4. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- C. Material: Copper.
- D. Type: Two hole with standard bars.
- E. Terminals: Con. Comp.

**1.10 PAINTING**

- A. Provide surface preparation, priming, and final coat application in strict accordance with manufacturer's recommendations.
- B. Paint all surface mounted conduits to match existing wall or ceiling surfaces. Mask existing surfaces prior to painting and repairs provided under this contract.
- C. In exposed ceiling spaces, all conduits, boxes, etc. shall be painted. This applies to equipment installed before and after ceiling painting. If conduits are added after the ceiling is painted by the general contractor, the electrical contractor shall coordinate the painting of these recently added items with the general trades.

**1.11 EQUIPMENT FOUNDATIONS, SUPPORTS, PIERS AND ATTACHMENTS**

- A. Equipment shall be securely attached to the building structure in an approved manner. Attachments shall be made in a manner that shall not interfere with the operation of the Architect, not strong enough shall be replaced as directed, with no additional cost to the Owner.
- B. Provide all seismic bracing as required for the seismic zone of the project. seismic bracing shall be as appears indicated on the coordination drawings.
- 1.12 **CLEANING, PROTECTING AND ADJUSTING**
- A. Materials shall be stored in a manner that shall maintain an orderly, clean appearance. If stored on site in open containers, all equipment and material shall be kept off the ground by means of pallets or RACKS AND covered with tarpaulins.
- B. Equipment and material, if left unprotected and damaged, shall be repaired or otherwise refurbished at the discretion of the Owner, including removal and replacement of the equipment, and its replacement if, in the opinion of the Architect or the manufacturer's engineering department, the equipment has deteriorated or been damaged to the extent that its immediate use or performance is in jeopardy, or that it cannot be repaired.
- C. During the construction period, protect equipment from damage and dirt.
- D. Vacuum cabinets, switchboards, switchgear, lighting and power panels, etc., after completion of work.

**1.13 SPECIAL TOOLS**

- A. Provide the Owner's representative with two (2) sets of special tools required for operation and maintenance of equipment provided.
- 1.13 **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**
- A. Shop drawings, product data, and samples shall be submitted in accordance with the requirements of the contract.
- B. The following shall be submitted by the Contractor for review:
  1. Scale shop drawings showing system components with sizing indicated, including but not limited to:
    - a. Fire Alarm Layouts, including sire and battery calculations
    - b. Lighting Control Plans showing device layouts and control risers with manufacturers symbology from data sheets
    - c. Product data for system components and materials (including construction standards).
  2. Lighting Fixtures
  3. Control Schedules
  4. General Materials - Conduit, boxes, supports, hangers, wiring, cables, etc.
  5. Electrical Devices - switches, receptacles, cover plates
  6. Fire Alarm Devices

**1.14 OWNER INSTRUCTION**

- A. After final tests and adjustments have been completed, furnish the services of qualified personnel to instruct the representatives of the Owner in the operation and maintenance procedures for equipment and systems installed as part of this project. Operation and maintenance instructions for major items of equipment shall be directly supervised by the equipment manufacturer's representative. Supply qualified personnel to operate equipment for sufficient length of time as required to meet governing authorities' operation and performance tests and as required to assure that the Owner's representatives are properly qualified to take over operation and maintenance procedures. Minimum instruction period shall be 8 man hours minimum. The instruction period shall be broken into segments at the discretion of the Owner.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**CONTRACTOR'S EXECUTION**

- 3.1 **COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION**
- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting units.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment at maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both the other equipment and electrical installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Coordinate piping systems installed at a required slope.
- F. Apply for detailed and specific information regarding the location of equipment as the final location may differ from that indicated on the drawings. Outlets, equipment or wiring improperly placed because of failure to obtain this information shall be re-routed and re-installed without additional expense to the Owner.
- G. The design shall be subject to such revisions as may be necessary to overcome building obstructions. No changes shall be made in location of outlets or equipment without written consent of the Architect and Owner.
- H. Unless otherwise mentioned or indicated, mounting heights of outlets are shown on the drawings or in the specification. Dimensions given shall be considered to be from center of outlet to finished floor.
- I. Coordinate the location and elevation of all electrical devices and fixtures with the architectural interior plan and reflective ceiling plan prior to installation.
- J. Properly rough in for the electrical conduit and equipment under this contract and modify as required for coordination during the construction period.

- 3.2 **DUST, DIRT AND NOISE**
- A. Carry out new work and make changes, relocations, and installations with a minimum of noise. Site areas and new equipment, floors and walls, shall be adequately protected from dust and dirt caused by the work. Contractor shall include suitable temporary barriers or coverings. The exterior and interior premises of each building shall be kept clean as possible during construction. Damages to surfaces or equipment shall be repaired or replaced as required.
- 3.3 **ENVIRONMENTAL AIR PLENUMS**
- A. In spaces over hung ceiling which are used for environmental air handling purposes as defined by Article 610.1 of the National Electrical Code, power data and communications cable must be in conduit or of the type cable rated for air plenum use. Cable type and/or raceway is generally indicated on the electrical drawings and specifications although the Contractor shall be responsible to clearly identify the environmental air purposes.

**POWER CONDUCTORS AND CABLES**

- 1.1 **SUMMARY**
- A. Section Includes:
  1. Copper building wire rated 600 V or less.
  2. Metal-clad cable, Type MC, rated 600 V or less.
  3. Connectors, splices, and terminations rated 600 V and less.
- 1.2 **COPPER BUILDING WIRE**
- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 volts by the following:
  1. Conductor Insulation:
    - a. Type THHN and Type THWN-2: Comply with UL 83.
    - b. Type THW and Type THW-2: Comply with NEMA WC-70/IEA 9-55-66S and UL 83.
    - c. Type XHHW-2: Comply with UL 44.
  2. Jacket:
    - a. Type THHN-CLAD and Type THWN-CLAD: Comply with UL 83.
    - b. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. AFC Cable Systems
  2. General Cable Technologies Corporation.
  3. Southwire Company.
  4. Standards:
  5. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. Terminals: Con. Comp.
4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

**1.3 SINGLE CIRCUIT AND MULTICIRCUIT WITH COLOR-CODED CONDUCTORS**

- A. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- B. Conductor Insulation:
  1. Type THHN and Type THWN-2: Comply with UL 83.
  2. Type XHHW-2: Comply with UL 44.
- C. Jacket:
  1. Type THHN-CLAD and Type THWN-CLAD: Comply with UL 83.
  2. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. AFC Cable Systems
  2. General Cable Technologies Corporation.
  3. Southwire Company.
  4. Standards:
  5. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. Terminals: Con. Comp.
4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

**1.4 SINGLE CIRCUIT AND MULTICIRCUIT WITH COLOR-CODED CONDUCTORS**

- A. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- B. Conductor Insulation:
  1. Type THHN and Type THWN-2: Comply with UL 83.
  2. Type XHHW-2: Comply with UL 44.
- C. Jacket:
  1. Type THHN-CLAD and Type THWN-CLAD: Comply with UL 83.
  2. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. AFC Cable Systems
  2. General Cable Technologies Corporation.
  3. Southwire Company.
  4. Standards:
  5. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. Terminals: Con. Comp.
4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

**1.5 SINGLE CIRCUIT AND MULTICIRCUIT WITH COLOR-CODED CONDUCTORS**

- A. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- B. Conductor Insulation:
  1. Type THHN and Type THWN-2: Comply with UL 83.
  2. Type XHHW-2: Comply with UL 44.
- C. Jacket:
  1. Type THHN-CLAD and Type THWN-CLAD: Comply with UL 83.
  2. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. AFC Cable Systems
  2. General Cable Technologies Corporation.
  3. Southwire Company.
  4. Standards:
  5. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. Terminals: Con. Comp.
4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

**1.6 SINGLE CIRCUIT AND MULTICIRCUIT WITH COLOR-CODED CONDUCTORS**

- A. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- B. Conductor Insulation:
  1. Type THHN and Type THWN-2: Comply with UL 83.
  2. Type XHHW-2: Comply with UL 44.
- C. Jacket:
  1. Type THHN-CLAD and Type THWN-CLAD: Comply with UL 83.
  2. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. AFC Cable Systems
  2. General Cable Technologies Corporation.
  3. Southwire Company.
  4. Standards:
  5. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. Terminals: Con. Comp.
4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

**1.7 SINGLE CIRCUIT AND MULTICIRCUIT WITH COLOR-CODED CONDUCTORS**

- A. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- B. Conductor Insulation:
  1. Type THHN and Type THWN-2: Comply with UL 83.
  2. Type XHHW-2: Comply with UL 44.
- C. Jacket:
  1. Type THHN-CLAD and Type THWN-CLAD: Comply with UL 83.
  2. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. AFC Cable Systems
  2. General Cable Technologies Corporation.
  3. Southwire Company.
  4. Standards:
  5. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. Terminals: Con. Comp.
4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

**1.8 SINGLE CIRCUIT AND MULTICIRCUIT WITH COLOR-CODED CONDUCTORS**

- A. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- B. Conductor Insulation:
  1. Type THHN and Type THWN-2: Comply with UL 83.
  2. Type XHHW-2: Comply with UL 44.
- C. Jacket:
  1. Type THHN-CLAD and Type THWN-CLAD: Comply with UL 83.
  2. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. AFC Cable Systems
  2. General Cable Technologies Corporation.
  3. Southwire Company.
  4. Standards:
  5. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. Terminals: Con. Comp.
4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

**1.9 SINGLE CIRCUIT AND MULTICIRCUIT WITH COLOR-CODED CONDUCTORS**

- A. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- B. Conductor Insulation:
  1. Type THHN and Type THWN-2: Comply with UL 83.
  2. Type XHHW-2: Comply with UL 44.
- C. Jacket:
  1. Type THHN-CLAD and Type THWN-CLAD: Comply with UL 83.
  2. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. AFC Cable Systems
  2. General Cable Technologies Corporation.
  3. Southwire Company.
  4. Standards:
  5. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. Comply with UL 1569.
3. Terminals: Con. Comp.
4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

**CONTRACTOR'S EXECUTION**

- 3.5 **CONTROL-CIRCUIT CONDUCTORS**
- A. Minimum Conductor Sizes:

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL
1.1 SUMMARY
A. Section Includes
1. Steel slotted support systems.
2. Conduit and conductor in vertical conduit.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
PART 2 - PRODUCTS
2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS
A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 1/32-inch diameter holes at a maximum of 8 inches o.c. in at least one surface.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. B-Line, an Eaton business.
b. Thomas & Betts Corporation; A Member of the ABB Group.
c. Unistrut; Part of Akro International.
Standard: Comply with NFPA 70A for factory-fabricated components for field assembly.
2. Material for Channels, Fittings, and Accessories: Galvanized steel.
3. Channel Width: Selected for applicable load criteria.
4. Metal Coatings: Select galvanized and applied according to MFMA-4.
5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
6. Protect finishes on exposed surfaces from damage by applying a stripable, temporary protective covering before shipping.
B. Conduit and Cable Supporting Devices: Steel and malleable-iron hangers, clamps, and associated fittings designed for types and sizes of raceway or cable to be supported.
1. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit intended conductor.
2. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
3. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
a. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened Portland cement concrete, steel, or masonry with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
b. Mechanical-Expansion Anchors: Insert-wedge type, zinc-coated steel, for use in hardened Portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
c. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MSS SP-58.
d. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural elements.
e. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
f. Toggle Bolts: All-steel springsteel type.
g. Hanger Rods: Threaded steel.
PART 3 - EXECUTION
3.1 APPLICATION
A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
1. NECA 1.
2. NECA 101
3. NECA 102
4. NECA 105.
5. NECA 111.
B. Installation requirements in Section "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
C. Comply with requirements for raceways and boxes specified in Section "Raceways and Boxes for Electrical Systems."
D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
E. Multiple Raceway Supports: Supports fabricated with steel slotted or other supporting system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
F. Secure raceways having a finish to these supports with two-bolt conduit clamps.
G. Spring-steel clamps designed for supporting single conduit without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.
3.2 SUPPORT INSTALLATION
A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
B. Raceway Support Methods: In addition to methods described in NECA 1, EMT may be supported by openings through structure members, according to NFPA 70.
1. Strenuous loads not indicated, select sizes of components so strength will be adequate to carry present and future static loads with specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 20 lb.
2. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
a. To Wood: Fasten with lag screws or through bolts.
b. To New Concrete: Bolt to concrete inserts.
c. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
d. To Existing Concrete: Expansion anchor fasteners.
5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
6. To Steel: Beam clamps (MSS SP-58 Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
7. To Lister Steel: Sheet metal clamps.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
9. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.
PART 4 - GENERAL
4.1 IDENTIFICATION
A. Labels:
1. Metal conduits and fittings.
2. Nonmetallic conduits and fittings.
3. Metal wireways and auxiliary gutters.
4. Surface raceways.
5. Boxes, enclosures, and cabinets.
PART 5 - PRODUCTS
5.1 METAL CONDUITS AND FITTINGS
A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. B-Line, an Eaton business; a part of Akro International.
2. Republic Conduit.
3. Wheeland Tube Company.
B. Using and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
C. EMT: Comply with ANSI C80.3 and UL 797.
D. IMC: Comply with UL 120.
E. LFMIC: Flexible steel conduit with PVC jacket and complying with UL 360.
B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.
C. Z-GZ-Weed; a brand of Z-GZ-Weed Industrial Automation.
D. Thomas & Betts Corporation; A Member of the ABB Group.
2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
3. Fittings: General: Listed and labeled for type of conduit, location, and use.
4. Fittings for EMT:
a. Material: Die cast.
b. Type: Setscrew.
5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, including flexible external bonding jumper.
6. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
C. Joint: Conduit for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.
2.2 METAL WIREWAYS AND AUXILIARY GUTTERS
A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. B-Line, an Eaton business.
2. Hoffman; a brand of nVent.
3. Square D.
Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 or Type 3R unless otherwise indicated, and sized according to NFPA 70, by a qualified testing agency, and marked for intended location and application.
C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match make and with wireways as required for complete system.
2.3 BOXES, ENCLOSURES, AND CABINETS
A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. Crouse-Hinds, an Eaton business.
2. Spring City Electrical Manufacturing Company.
3. Thomas & Betts Corporation; A Member of the ABB Group.
B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
D. Cast-Metal Outlet and Device Boxes: Comply with NEMA OS 1, ferrous alloy, Type FD, with gasketed cover.
E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 4.
H. Cast-Metal Enclosures, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773.
I. Gasketed cast iron with gasketed cover.
J. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
K. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
L. Gangable boxes are prohibited.
M. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 with continuous-hinge cover.
N. Interior Panels: Steel, finished inside and out with manufacturer's standard enamel.
O. Nonmetallic Enclosures: Plastic.
P. Interior Panels: Steel, finished inside with manufacturer's standard enamel.
M. Cabinets:
1. NEMA 250, Type 1 or Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
PART 6 - EXECUTION
6.1 RACEWAY INSTALLATION
A. Raceway Installation:
1. Exposed: Install raceways as specified below unless otherwise indicated.
2. Exposed: Not Subject to Physical Damage: EMT.
3. Exposed: Subject to Severe Physical Damage: EMT.
4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
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**Project Manual for**

# **Ypsilanti Community Center**

**Ypsilanti, Michigan**

**Stantec Project No. 2075154401**

**VOLUME 1**

**Issued for: Permits / Bids**

**Date: September 13, 2023**

## ADVERTISEMENT FOR PROPOSALS

**PROJECT:** Ypsilanti Community Center 200HW Package and Community Center Main Building Package

**BIDS OPENING DATE:** October 26, 2023 at 10:00 AM, local time

**OWNER:** Ypsilanti Charter Township, 7200 S. Huron River Drive, Ypsilanti, Michigan 48197

**LOCATION/NAME:** Ypsilanti, Michigan

**BRIEF DESCRIPTION:** This project consists of renovation the Ypsilanti Community Center. Work includes removal of existing partitions and finishes to be replaced. New finishes and casework as identified in the Contract Documents.

**LOCATION OF BID OPENING:** Ypsilanti Charter Township, 7200 S. Huron River Drive, Ypsilanti, Michigan 48197

### **SPECIAL INSTRUCTIONS:**

**REQUEST FOR INFORMATION (RFI):** Any questions regarding the project shall be brought to the attention of Sean Gross at Stantec Consulting Michigan Inc., in writing at [sean.gross@stantec.com](mailto:sean.gross@stantec.com). Questions by telephone calls are prohibited. Questions will not be accepted if received less than seven (7) calendar days before the bids are due.

**PROPOSAL SUBMITTAL:** All bids shall be submitted in a sealed envelope and shall contain, as a minimum, all of the following: Bidder's Qualification and Experience Statement, Proposal, Designation of Major Subcontractors and Suppliers, Legal Status of Bidder, Bid Certification.

**BID SECURITY:** Each Proposal shall be accompanied by a cashier's check, certified check, money order or bid bond, payable to the OWNER, in an amount not less than five percent (5%) of the amount of the Proposal, as a Bid Security. The Bid Security of the Bidders under consideration will be returned after approval of the Contract by the OWNER. All others will be returned after the Proposal opening.

**CONTRACT SECURITY:** The successful Bidder will be required to furnish a satisfactory Performance Bond and Labor and Material Bond, each in the amount of One Hundred Percent (100%) of the Contract.

**PROPOSAL WITHDRAWAL:** Withdrawal of any Proposal is prohibited for a period of 90 days after the actual date of the opening thereof.

**OWNER'S RIGHTS:** The OWNER reserves the right to accept any Proposal, to reject any or all Proposals, and to waive any irregularities in any Proposal, in the interest of the OWNER.

**NON-DISCRIMINATION:** Bidders shall not discriminate against any employees or firm due to origin, race, age, or physical conditions. CONTRACTOR shall be an equal opportunity employer.

**HOW TO OBTAIN:**

The project bid documents can only be obtained electronically from the office of the **Stantec Consulting**, by emailing a request to Sheri Winkler at **sheri.winkler@stantec.com**. Document requests shall indicate whether request is by: Prospective Bidder, Prospective Subcontractor, Prospective Supplier, or other.

**AVAILABLE AFTER:** September 21, 2023 after 09:00 AM, local time

**APPLICABLE WAGE RATES:** Ypsilanti Township has a Prevailing Wage Ordinance and a Living Wage Ordinance. Both apply to this project.

**NOTE:** The Bidder is advised that to submit a bid on this project, the Bidder should have received a set of Plans and Specifications from Stantec and be a registered Plan Holder.





## Ypsilanti Charter Township

7200 S. Huron River Drive, Ypsilanti, MI 48197  
Phone: (734) 481-0617  
Website: www.ypsitownship.org

**Brenda Stumbo**  
Township Supervisor  
bstumbo@ypsitownship.org

**Heather Jarrell Roe**  
Township Clerk  
hjarrellroe@ypsitownship.org

**Stan Eldridge**  
Township Treasurer  
seldridge@ypsitownship.org

### CONTRACT ADDENDUM

THIS ADDENDUM is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 2023, by Ypsilanti Charter Township, located at 7200 S. Huron River Drive, Ypsilanti, MI 49187 (“the Township”), and \_\_\_\_\_ (“the Contractor”) to a contract between the parties dated \_\_\_\_\_ for (list the services to be provided) \_\_\_\_\_ (“the Contract”).

The expressed terms of the Contract notwithstanding, the Township and the Contractor agree to the following amendments, which supersede any conflicting terms of the contract and shall become part of the agreement between the parties.

1. **INSURANCE:** The Contractor shall maintain Commercial General Liability insurance with coverage of at least \$1,000,000.00 per occurrence, Automobile Liability insurance with a combined single limit of \$1,000,000.00 per accident, Worker’s Compensation coverage of \$1,000,000.00 per accident and, Owner’s Protective Policy insurance of \$1,000,000.00 combined single limit per occurrence during the term of this Addendum.

The Contractor shall add the Township and its past, present, and future elected officials to its existing policies as an additional insured parties with respect to the services provided under this Contract. Prior to the effective date of the Contract, a certificate issued by the insurance company shall be delivered to the Clerk stating that the Township and its past, present, and future elected officials are insured parties under the policy. The Contractor must provide sixty (60) days written notice for change of coverage, cancellation, or non-renewal of coverage. In the event such coverage is not provided or lapses during the term of the Contract and this Addendum, then the Township may, at its option, terminate the Contract and this Addendum. A breach of this provision shall be a material breach of the Contract.

2. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

3. **IRAN ECONOMIC SANCTIONS ACT:** The Contractor certifies that it is not an Iran linked business as defined by the Michigan Iran Economic Sanctions Act (Michigan Compiled Laws §129.311-16).

4. **LIVING WAGE:** The Township has a Living Wage Ordinance requiring covered vendors who execute a service or professional contract with the Township to pay their employees working under that contract, a minimum wage. The Contractor agrees to comply with applicable provisions of the Living Wage Ordinance.

5. **PREVAILING WAGE:** The Township has a Prevailing Wage Ordinance. No contract, agreement, understanding or other arrangement, whether oral or written for the construction and/or substantial remodeling of any building or part thereof, for or on the behalf of or owned by the Township of Ypsilanti, involving craftsmen, mechanics and laborers employed directly upon the site of work shall be entered into, approved or executed unless such contract, agreement, understanding or arrangement shall provide and require that all craftsmen, mechanics and laborers so employed shall receive at least the prevailing wages and fringe benefits of the building trades department for corresponding classes of craftsmen, mechanics and laborers as determined and published by the Davis-Bacon Division of the United States Department of Labor for the Washtenaw County area.

ATTESTED TO:

\_\_\_\_\_  
(Contractor Name)

Ypsilanti Charter Township

By: \_\_\_\_\_  
(Representative Name) (DATE)  
Its: \_\_\_\_\_

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

By: \_\_\_\_\_  
Heather Jarrell Roe (DATE)  
Clerk



# Preliminary Project Schedule

Ypsilanti Charter Township

September 08, 2023  
File No. 2075154401

**Project: Ypsilanti Community Center 200HW (100)  
Package and Community Center Main Building  
(200) Package**

(Calendar Days)

		Date:
1. Advertisement		September 20, 2023
	Same Day	
2. Plans Available		September 20, 2023
	22 Days	
3. Questions Due		October 12, 2023, by 5PM
	7 Days	
4. Addendum (If Required)		October 19, 2023
	7 Days	
5. Bid Opening		October 26, 2023, 2023 @ 10:00 AM
	6 Days	
6. Bid Tabulation & Stantec Recommendation for Contract Award; Packets to BOT		November 01, 2023
	6 Days	
7. Anticipated Contract Award (BOT)		November 07, 2023
	1 Day	
8. Contracts for Execution Available		November 08, 2023
9. Pre-construction Meeting		November 14, 2023 @ 10:00 AM
10. Receipt of Signed Contract (Notice to Proceed)		November 20, 2023
Construction Start		November 20, 2023
	366 Days	
Construction Completion – for all phases:		1-Year – Refer to Phasing Sheet

**Note: Coordinate Staging, Construction, and Access with Residential Services Director.**

NON-IRAN LINKED BUSINESS CERTIFICATION

This Proposal is submitted in the name of:

(Print Company Name)

The undersigned hereby certifies in accordance with Public Act 517 of the Public Acts of 2012 that it is not an Iran-linked business.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Signature)

\_\_\_\_\_  
(Title)

**IRAN ECONOMIC SANCTIONS ACT**  
**Act 517 of 2012**

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

*The People of the State of Michigan enact:*

**129.311 Short title.**

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

**129.312 Definitions.**

Sec. 2. As used in this act:

(a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.

(b) "Investment" means 1 or more of the following:

(i) A commitment or contribution of funds or property.

(ii) A loan or other extension of credit.

(iii) The entry into or renewal of a contract for goods or services.

(c) "Investment activity" means 1 or more of the following:

(i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.

(ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.

(d) "Iran" means any agency or instrumentality of Iran.

(e) "Iran linked business" means either of the following:

(i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.

(ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

(f) "Person" means any of the following:

(i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.

(ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

**129.313 Ineligibility of Iran linked business to submit request for proposal bid; certification.**

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

**129.314 Effect of false certification.**

Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a

future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

**129.315 Civil action; penalty.**

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

**129.316 Conditional effect.**

Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

**History:** 2012, Act 517, Eff. Apr. 1, 2013.

**GENERAL CONDITIONS**

**G.C.**  
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**ARTICLE 1 - DEFINITIONS**

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Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement: The written agreement between OWNER and CONTRACTOR covering the work to be performed; other Contract Documents are attached to the Agreement.

Application for Payment: The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by Paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a Bid for the work.

Bonds: Bid, performance and payment bonds, and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

Change Order: A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Contract Documents: The Agreement, Addenda (whether issued prior to the Opening of Bids or the execution of the Agreement), Instructions to Bidders, CONTRACTOR's bid, the bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, the Specifications, Drawings, and Modifications.

Contract Price: The total monies payable to CONTRACTOR under the Contract Documents.

Contract Time: The number of days stated in the Agreement for the Completion of the Work, computed as provided in Paragraph 17.2.

CONTRACTOR: The person, firm, or corporation with whom OWNER has executed the Agreement.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Drawings (Plans): The Drawings, also commonly known or referred to as Plans, which show the character and Scope of Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm, or corporation named as such in the Agreement.

Field Order: A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the work in accordance with Paragraph 10.2.

Modification: (a) A written amendment of the Contract Documents signed by both parties; (b) A Change Order; (c) A written clarification or interpretation issued by ENGINEER in accordance with Paragraph 9.3; or (d) A written order for a minor change or alteration in the work issued by ENGINEER pursuant to Paragraph 10.2. A Modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

Notice to Proceed: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.

OWNER'S REPRESENTATIVE: The authorized representative of OWNER who is assigned to the project site or any part thereof.

Project: The entire construction to be performed as provided in the Contract Documents.

Resident Project Representative: The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

Shop Drawings: All Drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work.



Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work. The Specifications are customarily organized in 18 divisions in accordance with the Uniform System for Construction Specifications endorsed by the Construction Specifications Institute.

Subcontractor: An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

Substantial Completion: The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with Paragraph 14.13.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

## **ARTICLE 2 - PRELIMINARY MATTERS**

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### **Execution of Agreement**

**2.1.** At least three counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to OWNER within ten days of the Notice of Award and the OWNER will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. ENGINEER will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. OWNER, CONTRACTOR, and ENGINEER shall each receive an executed counterpart of the Contract Documents and additional conformed copies as required.

### **Delivery of Bonds**

**2.2.** When he delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with Paragraph 5.1.

### **Copies of Documents**

**2.3.** OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **CONTRACTOR's Pre-Start Representations**

**2.4.** CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the General Requirements (Division 1) of the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

### **Commencement of Contract Time, Notice to Proceed**

**2.5.** The Contract Time will commence to run on the thirtieth day after the day on which the executed Agreement is delivered by OWNER to CONTRACTOR; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid Opening or the thirtieth day after the day on which OWNER delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which OWNER delivers the executed Agreement to CONTRACTOR.

### **Starting the Project**

**2.6.** CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No work shall be done at the site prior to the date on which the Contract Time commences to run.

### **Before Starting Construction**

**2.7.** Before undertaking each part of the work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error, or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.

**2.8.** Within ten days after delivery of the executed Agreement by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the work, and a preliminary schedule of shop drawing submissions.

**2.9.** Before starting the work at the site, CONTRACTOR shall furnish OWNER and ENGINEER Certificates of Insurance as required by Article 5. Within twenty days after delivery of the executed Agreement by OWNER to CONTRACTOR, but before starting the work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR, and his Superintendent.

## **ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS**

**3.1.** It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.

**3.2.** The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to ENGINEER's attention in writing at once and before proceeding with the work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instructions to Bidders, General Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any work

that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

#### **ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

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##### **Availability of Lands**

**4.1.** OWNER shall furnish, as indicated in the Contract Documents, and not later than the date when needed by CONTRACTOR, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

##### **Physical Conditions - Surveys and Reports**

**4.2.** Reference is made to the General Requirements (Division 1) of the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the work which have been relied upon by ENGINEER in preparation of the drawings and Specifications.

##### **Unforeseen Physical Conditions**

**4.3.** CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. ENGINEER will promptly investigate those conditions and advise OWNER in writing if further surveys or subsurface tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

##### **Reference Points**

**4.4.** OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the work. CONTRACTOR shall be responsible for surveying and laying out the work (unless otherwise provided in the Supplementary Conditions), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

**4.5.** All elevations shown on the Plans or referred to herein are in feet above mean sea level datum as established by the United States Geological Survey, unless otherwise noted. The CONTRACTOR shall verify all the existing structure locations and elevations at points of connection or possible interference between his

work and the existing structures and shall report at once to the ENGINEER any interferences or discrepancies discovered.

**4.6.** The CONTRACTOR shall cause to be replaced by a Registered Land Surveyor all survey monuments and/or property irons damaged or destroyed by his operations or the operations of his Subcontractor.

## **ARTICLE 5 - BONDS AND INSURANCE**

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### **Performance, Payment and Other Bonds**

**5.1.** CONTRACTOR shall furnish performance and payment bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These bonds shall be in amounts at least equal to the Contract Price, and (except as otherwise provided in the Supplementary Conditions) in such form and with such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

**5.2.** If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, CONTRACTOR shall within five days thereafter substitute another bond and surety, both of which shall be acceptable to OWNER.

### **Insurance Required of the CONTRACTOR**

**5.3.** Prior to commencement of the work, the CONTRACTOR shall purchase and maintain during the term of the Project such insurance as will protect him, the OWNER(s), OWNER'S REPRESENTATIVE and the ENGINEER(s) from claims arising out of the work described in this Contract and performed by the CONTRACTOR, Subcontractor(s), or Sub-subcontractor(s) consisting of:

**5.3.1.** Worker's Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of the states in which work is conducted under this Contract; disability benefit laws, if any; or Federal Compensation Acts such as U.S. Longshoremen or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this Project is performed are acceptable.

**5.3.2.** A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

- (a) all premises and operations;
- (b) explosion, collapse, and underground damage;
- (c) CONTRACTOR's Protective Coverage for independent CONTRACTORS and subcontractors employed by him;
- (d) Contractual Liability for the obligation assumed in the indemnification or hold harmless agreement found in the General Conditions section of this Contract;
- (e) the usual Personal Injury Liability endorsement with no exclusions pertaining to employment;
- (f) products and completed operations coverage -- this coverage shall extend through the Contract Guarantee period.

**5.3.3.** A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired vehicles. In light of standard policy provisions concerning:

- (a) loading and unloading; and
- (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

**5.3.4.** The CONTRACTOR will purchase for the OWNER an OWNER's Protective Liability policy to protect the OWNER, the ENGINEER, their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR, the Subcontractor(s), and the Sub-subcontractor(s) under this Contract.

**5.3.5.** The CONTRACTOR shall purchase a Builder's Risk-Installation Floater in a form acceptable to the OWNER covering property of the Project for the full cost of replacement as of the time of any loss which shall include as named insureds:

- (a) the CONTRACTOR;
- (b) all Subcontractors;
- (c) all Sub-subcontractors;
- (d) the OWNER, the ENGINEER(s) or Architect(s);

as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this Contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured(s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake, with exclusions normal to the coverage. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability of self-assume, but he will be held solely responsible for the amount of such deductible and for any non-insurance penalties. Any insured loss shall be adjusted with the OWNER and the CONTRACTOR and paid to the OWNER and CONTRACTOR as trustee for the other insureds.

**5.3.6. Umbrella or Excess Liability:** The OWNER or its representative may, for certain projects, require limits higher than those stated in Paragraph 5.4. which follows. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

**5.3.7. Railroad Protective Liability:** Where such an exposure exists, the CONTRACTOR will provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which work under the Contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company(ies) involved. See Supplemental General Conditions for limits and coverage requested.

**Limits of Liability**

**5.4.** The required limits of liability for insurance coverages requested in Paragraph 5.3 shall be NOT LESS than the following:

**5.4.1. Worker's Compensation:**

Coverage A - Compensation	Statutory
Coverage B - Employer's Liability	\$500,000

**5.4.2. Comprehensive General Liability:**

Bodily Injury - Each Occurrence	\$1,000,000
Bodily Injury - Aggregate (Completed Operations)	\$1,000,000
Property Damage - Each Occurrence	\$500,000
Property Damage - Aggregate or Combined Single Limit	\$1,000,000 \$2,000,000

**5.4.3. Comprehensive Automobile Liability:**

Bodily Injury	\$500,000
Property Damage or Combined Single Limit	\$200,000 \$1,000,000

**5.4.4. OWNER's Protective:**

Bodily Injury - Each Occurrence	\$1,500,000
Property Damage - Each Occurrence	\$500,000
Property Damage - Aggregate or Combined Single Limit	\$1,000,000 \$2,000,000

**5.4.5. Builder's Risk-Installation Floater:** Replacement Cost at Time of Loss

**5.4.6. Umbrella or Excess Liability:** \$3,000,000

**Insurance - Other Requirements**

**5.5.** The following conditions shall also be required in regard to insurance coverage.

**5.5.1. Notice of Cancellation or Intent Not to Renew:** Policies will be endorsed to provide that at least 30 days written notice of cancellation or of intent not to renew shall be given to the OWNER and to the ENGINEER.

**5.5.2. Evidence of Coverage:** Prior to commencement of the work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force on the OWNER's form of certificate provided. Other forms of certificate are acceptable only if:

- (a) they include all of the items prescribed in the OWNER's form of certificate, including agreement to cancellation provisions outlined in Paragraph 5.5.1. above; and
- (b) they have written approval of the OWNER and the ENGINEER. The OWNER reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "originally signed copies," and so designated.

**5.5.3. Evidence of Insurance Required for the CONTRACTOR:**

- (1) Worker's Compensation and Employer's Liability Comprehensive General Liability including:
  - (a) all premises and operations;
  - (b) explosion, collapse, and underground damage;
  - (c) CONTRACTOR's Protective;

- (d) Contractual Liability for obligations assumed in the Indemnification-Hold Harmless Agreement of this Contract;
  - (e) Personal Injury Liability;
  - (f) products and completed operations;
- (2) Comprehensive Automobile Liability including owned, non-owned, and hired vehicles
  - (3) Umbrella or Excess Liability

**5.5.4. Evidence of Insurance Required for the OWNER:**

- (a) OWNER's Protective Liability which names as insured(s) the OWNER, OWNER'S REPRESENTATIVE the ENGINEER(s), their consultants, agents, employees, and such public corporations in whose jurisdiction the work is located.

**5.5.5. Evidence of Insurance Required for the CONTRACTOR and the OWNER:**

- (a) Builder's Risk-Installation Floater which names as insured(s) the OWNER; OWNER'S REPRESENTATIVE; the ENGINEER(s); their consultants, agents, and employees; the CONTRACTOR and all Subcontractors.

**5.5.6. Qualification of Insurers:** In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI and a Policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the OWNER.

**Additional Bonds and Insurance**

**5.6.** Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may require. If such other bonds or such other insurance is specified by written instructions given prior to Opening of Bids, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER (except as otherwise provided in Article 11).

**ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

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**Supervision and Superintendence**

**6.1.** CONTRACTOR shall supervise and direct the work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

**6.2.** CONTRACTOR shall keep on the work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

**Labor, Materials, and Equipment**

**6.3.** CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

**6.4.** CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.

**6.5.** All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**6.6.** All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

**Substitute Materials or Equipment**

**6.7.** Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function may be considered.

The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

**Concerning Subcontractors**

**6.8.** CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER and ENGINEER prior to the Notice of Award will be deemed acceptable to OWNER and ENGINEER. Acceptance of any Subcontractor, other person, or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective work or work not in conformance with the Contract Documents. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. CONTRACTOR shall not without the consent of OWNER and ENGINEER make any substitution for any CONTRACTOR, other person, or organization who has been accepted by OWNER and ENGINEER unless ENGINEER determines that there is good cause for doing so.



Nothing contained in these Contract Documents shall create any contractual relationship between the OWNER or ENGINEER and any Subcontractor or Sub-Subcontractor.

**6.9.** CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the Schedule of Values.

**6.10.** The divisions and sections of the Specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

**6.11.** CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER.

**6.12.** All work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Article 5 of these General Conditions, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee under Paragraph 5.3.5.

### **Patent Fees and Royalties**

**6.13.** CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

### **Permits**

**6.14.** CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his Bid. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

**Laws and Regulations**

**6.15.** CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to ENGINEER, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules, and regulations.

**Taxes**

**6.16.** CONTRACTOR shall pay all sales, consumer use, and other Federal, State and Local taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

**Use of Premises**

**6.17.** CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. CONTRACTOR shall restore the areas to their original condition.

**6.18.** CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures that will endanger it.

**Record Drawings**

**6.19.** CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for OWNER upon completion of the Project. (Note: Further provisions in respect of such record Drawings may be included in the General Requirements (Division 1).)

**Safety and Protection**

**6.20.** CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- (a) all employees on the work and other persons who may be affected thereby;
- (b) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site;
- (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards

for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Paragraph 6.20(b) or 6.20(c) caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR; except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 14.13 that work is acceptable.

**6.21.** CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

**6.22.** Neither OWNER nor ENGINEER shall be responsible for safety on the job. It is the CONTRACTOR's sole responsibility to comply with the rules and regulations of the Occupational Safety and Health Act (OSHA).

### **Emergencies**

**6.23.** In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, CONTRACTOR without special instruction or authorization from ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

### **Shop Drawings and Samples**

**6.24.** After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8) five copies (or at ENGINEER's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

**6.25.** CONTRACTOR shall also submit to ENGINEER for approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.

**6.26.** At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

**6.27.** ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of correct copies of Shop Drawings and resubmit new samples, until approved. CONTRACTOR shall direct specific attention in writing or on

resubmitted Shop Drawings to revisions other than the corrections called for by ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any Shop Drawing or sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.

**6.28.** Where a Shop Drawing or sample submission is required by the Specifications, no related work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by CONTRACTOR at the site and shall be available to ENGINEER.

**6.29.** ENGINEER's approval of Shop Drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

(Note: Further provisions in respect to Shop Drawings and samples may be included in the General Requirements (Division 1).)

### **Cleaning**

**6.30.** CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. (Note: Further provisions in respect of cleaning may be included in the General Requirements (Division 1).)

### **Indemnification**

**6.31.** CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents, directors, officers, and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is:

- (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and
- (b) caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**6.32.** In any and all claims against OWNER or ENGINEER or any of their agents or directors, officers, and employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR, or any Subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

**6.33.** The obligations of CONTRACTOR under Paragraph 6.30 shall not extend to the liability of ENGINEER, his agents or directors, officers, and employees arising out of:

- (a) the preparation of approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
- (b) the giving of or the failure to give directions or instructions by ENGINEER, his agents or directors, officers and employees provided such giving or failure to give is the primary cause of injury or damage.

## **ARTICLE 7 - WORK BY OTHERS**

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**7.1.** OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the other CONTRACTORS who are parties to such direct contracts (or OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

**7.2.** If any part of CONTRACTOR's work depends for proper execution or results upon the work of any such other CONTRACTOR (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work except as to defects and deficiencies which may appear in the other work after the execution of his work.

**7.3.** CONTRACTOR shall do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and of the other CONTRACTORS whose work will be affected.

**7.4.** If the performance of additional work by other CONTRACTORS or OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

## **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

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**8.1.** OWNER shall issue all communications to CONTRACTOR through ENGINEER.

**8.2.** In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

**8.3.** OWNER shall furnish the data required of him under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Paragraphs 14.4 and 14.13.

**8.4.** OWNER's duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface

and latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

- 8.5. OWNER's responsibilities in respect of liability and property insurance are set forth in Article 5.
- 8.6. In addition to his rights to request changes in the work in accordance with Article 10, OWNER (especially in certain instances as provided in Paragraph 10.4) shall be obligated to execute Change Orders.
- 8.7. OWNER's responsibility in respect of certain inspections, tests, and approvals is set forth in Paragraph 13.2.
- 8.8. In connection with OWNER's right to stop work or suspend work, see Paragraphs 13.8 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

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### **OWNER's Representative**

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of OWNER and ENGINEER.

### **Visits to Site**

9.2. ENGINEER will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep OWNER informed of the progress of the work and will endeavor to guard OWNER against defects and deficiencies in the work of CONTRACTORS.

### **Clarifications and Interpretations**

9.3. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefor as provided in Article 11.

### **Rejecting Defective Work**

9.4. ENGINEER will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of the inspection, test, or approval referred to in Paragraph 13.2 or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the work as provided in Paragraph 13.7, whether or not the work is fabricated, installed, or completed.

**Shop Drawings, Change Orders, and Payments**

- 9.5. In connection with ENGINEER's responsibility for Shop Drawings and samples, see Paragraphs 6.23 through 6.28 inclusive.
- 9.6. In connection with ENGINEER's responsibility for Change Orders, see Articles 10, 11, and 12.
- 9.7. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

**Resident Project Representatives**

9.8. If the OWNER authorizes the ENGINEER, the ENGINEER shall provide one or more full-time resident project representatives to assist the ENGINEER in carrying out his responsibilities at the site. The duties, responsibilities, and limitation of authority of any such resident project representative shall be to endeavor to further protect the OWNER against defects and deficiencies in the work. But the furnishing of such resident project representatives shall not make the ENGINEER responsible for construction means, methods, techniques, sequences, or procedures or for any safety precautions or programs in connection with the work.

**Decisions on Disagreements**

9.9. ENGINEER will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both OWNER and CONTRACTOR. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred to ENGINEER for decision, which he will render in writing within a reasonable time.

**Limitations on Engineer's Responsibilities**

- 9.10. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any materialman, fabricator, supplier, or any of their agents or employees or any other person performing any of the work.
- 9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for CONTRACTOR's failure to perform the work in accordance with the Contract Documents.
- 9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

**ARTICLE 10 - CHANGES IN THE WORK**

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10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change

Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

**10.2.** ENGINEER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If CONTRACTOR believes that any minor change or alteration authorized by ENGINEER entitles him to an increase in the Contract Price, he may make a claim therefor as provided in Article 11.

**10.3.** Additional work performed by CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency and as provided in Paragraphs 10.2 and 13.7.

**10.4.** OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the work to be performed as provided in Paragraph 4.3, and work performed in an emergency as provided in Paragraph 6.23 and any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by ENGINEER.

**10.5.** It is CONTRACTOR's responsibility to notify his Surety of any changes affecting the general Scope of Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

## **ARTICLE 11 - CHANGE OF CONTRACT PRICE**

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**11.1.** The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

**11.2.** The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. Any claims, not delivered to OWNER or ENGINEER within forty-five days or within any additional period allowed by ENGINEER in writing, shall be forfeited by the CONTRACTOR and shall not be honored by the OWNER. All claims for adjustments in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

**11.3.** The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- (a) where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- (b) by mutual acceptance of a lump sum;
- (c) on the basis of the Cost of the Work (determined as provided in Paragraph 11.4.).



**Cost of the Work**

**11.4.** The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the work. Except as may be otherwise agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5.

**11.4.1.** Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by OWNER and CONTRACTOR: Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the OWNER.

**11.4.2.** Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith: All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

**11.4.3.** Payments made by CONTRACTOR to the Subcontractors for work performed by Subcontractors: If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to OWNER who will then determine with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Cost of the Work shall be determined in accordance with Paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

**11.4.4.** Costs of special consultants (including, but not limited to, ENGINEERS, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the work.

**11.4.5.** Supplemental costs including the following:

- (a) The proportion of necessary transportation, traveling and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work;
- (b) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR;
- (c) Sales, use or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority;
- (d) Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses;
- (e) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of and to the work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses,

damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in Paragraph 11.6.2;

- (f) The cost of utilities, fuel and sanitary facilities at the site;
- (g) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work;
- (h) Cost of premiums for bonds and insurance which OWNER is required to pay.

**11.5.** The term Cost of the Work shall not include any of the following:

**11.5.1.** Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, ENGINEERS, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the work and not specifically included in the schedule referred to in Subparagraph 11.4.1. -- all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

**11.5.2.** Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

**11.5.3.** Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

**11.5.4.** Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in Subparagraph 11.4.5(h)).

**11.5.5.** Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

**11.5.6.** Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

**11.5.7.** Temporary shut down of work due to unknown existing condition. CONTRACTOR shall not charge OWNER for equipment of labor for idled operations due to unforeseen condition at the work site.

### **CONTRACTOR's Fee**

**11.6.** The CONTRACTOR's Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

**11.6.1.** A fixed mutually acceptable. If no mutually acceptable fixed fee can be agreed upon, then,

**11.6.2.** A fee based on the following percentages of the various portions of the Cost of the Work:

- (a) for costs incurred under Paragraphs 11.4.1. and 11.4.2.; the CONTRACTOR's Fee shall be ten (10) percent;

(b) for costs incurred under Paragraph 11.4.3., the CONTRACTOR's Fee shall be five (5) percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten (10) percent; and

(c) no fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4., 11.4.5., and 11.5.

**11.7.** The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

**11.8.** Whenever the cost of any work is to be determined pursuant to Paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

### **Cash Allowances**

**11.9.** It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the work so covered to be done by such materialmen, suppliers, or Subcontractors and for such sums within the limit of the allowances as ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

## **ARTICLE 12 - CHANGE OF THE CONTRACT TIME**

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**12.1.** The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

**12.2.** The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate CONTRACTOR employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or Acts of God.

**12.3.** All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

**ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

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**Warranty and Guarantee**

**13.1.** CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests, or approvals referred to in Paragraph 13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests, or approvals, shall be considered defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

**Tests and Inspections**

**13.2.** If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by some public body, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing, or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to OWNER and CONTRACTOR and the costs thereof shall be borne by CONTRACTOR unless otherwise specified.

**13.3.** CONTRACTOR shall give ENGINEER timely notice of readiness of the work for all inspections, tests, or approvals. If any such work required so to be inspected, tested, or approved is covered without written approval of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation, and such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of his intention to cover such work and ENGINEER has not acted with reasonable promptness in response to such notice.

**13.4.** Neither observations by ENGINEER, nor inspections, tests, or approvals by persons other than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the work in accordance with the requirements of the Contract Documents.

**Access to Work**

**13.5** ENGINEER and his representatives and other representatives of OWNER will at reasonable times have access to the work. CONTRACTOR shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

**Uncovering Work**

**13.6.** If any work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for his observation and replaced at CONTRACTOR's expense.

**13.7.** If any work has been covered which ENGINEER has not specifically requested to observe prior to its being covered, or if ENGINEER considered it necessary or advisable that covered work be inspected or tested by others, CONTRACTOR at ENGINEER's request shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection, and

testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

**OWNER May Stop the Work**

**13.8.** If the work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials, or equipment, OWNER may order CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

**Correction or Removal of Defective Work**

**13.9.** If required by ENGINEER prior to approval of final payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by ENGINEER, remove it from the site and replace it with nondefective work. If CONTRACTOR does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from ENGINEER, OWNER may have the deficiency corrected or the rejected work removed and replaced. All direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

**One-Year Correction Period**

**13.10.** If, after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective work. If CONTRACTOR does not promptly comply with the terms of such instructions, OWNER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

**Acceptance of Defective Work**

**13.11.** If, instead of requiring correction or removal and replacement of defective work, OWNER (and, prior to approval and final payment, also ENGINEER) prefers to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

**Neglected Work by CONTRACTOR**

**13.12.** If CONTRACTOR should fail to prosecute the work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after seven days written notice to CONTRACTOR may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if ENGINEER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

**ARTICLE 14 - PAYMENTS AND COMPLETION**

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**Schedules**

**14.1.** At least ten days prior to submitting the first application for a progress payment, CONTRACTOR shall submit a progress schedule, a final schedule of Shop Drawing submissions and a schedule of values of the work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedules of values by ENGINEER, it shall be incorporated into the form of Application for Payment furnished by ENGINEER.

**Application for Progress Payment**

**14.2.** At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the application and accompanied by such data and schedules as ENGINEER may reasonably require. If payment is requested on the basis of material and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. Except where greater retention is necessary pursuant to definite circumstances specifically provided for in the construction contract, the following schedule of retained amounts from progress payments shall be followed:

- (a) Not more than 10% of the dollar value of all work in place until work is 50% in place.
- (b) After the work is 50% in place, additional retainage shall not be withheld unless the OWNER determines that the CONTRACTOR is not making satisfactory progress, or for other specific cause relating to the CONTRACTOR's performance under the Contract. If the OWNER so determines, the OWNER may retain not more than 10% of the dollar value of work more than 50% in place.
- (c) The retained funds shall not exceed the pro rata share of the OWNER's matching requirement under the construction contract and shall not be co-mingled with other funds of the OWNER and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the OWNER which shall account for both retainage and interest on each construction contract separately. An OWNER is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the OWNER.

- (d) Except as provided in 14.2.6 and 14.2.7, retainage and interest earned on retainage shall be released to the CONTRACTOR together with the final progress payment.
- (e) At any time after 94% of work under the Contract is in place and at the request of the original CONTRACTOR, the OWNER shall release the retainage plus interest to the original CONTRACTOR only if the original CONTRACTOR provides to the OWNER an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the CONTRACTOR and the OWNER.

**14.2.1.** If a dispute regarding a matter described in 14.2.2. arises, the CONTRACTOR and the OWNER shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the Contract, as follows:

- (a) in an agreement reached within 10 days after a dispute arises;
- (b) if an agreement cannot be reached within 10 days after a dispute arises, the OWNER shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the Contract and who is not an employee of the OWNER.

**14.2.2.** The OWNER may request dispute resolution by the agent regarding the following:

- (a) at any time during the term of the Contract, to determine whether there has been a delay for reasons that were within the control of the CONTRACTOR, and the period of time that delay has been caused, continued, or aggravated by actions of the CONTRACTOR.
- (b) at any time after 94% of work under the Contract is in place, whether there has been an unacceptable delay by the CONTRACTOR in performance of the remaining 6% of work under the Contract. The agent shall consider the terms of the Contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.

**14.2.3.** This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the Contract by either party.

**14.2.4.** The agent may request and shall receive all pertinent information from the parties and shall provide an opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place, and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within 14 days after the meeting.

**14.2.5.** The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, duress, or other illegal means.

**14.2.6.** If the dispute resolution results in a decision:

- (a) that there has been a delay as described in 14.2.2.(a), all interest earned on retained funds during the period of delay shall become the property of the OWNER;
- (b) that there has been unacceptable delay as described in 14.2.2.(b), the OWNER may contract with a subsequent CONTRACTOR to complete the remaining 6% of the work under the Contract, and interest earned on retained funds shall become the property of the OWNER. A subsequent

CONTRACTOR under this subdivision shall be paid by the OWNER from the following sources until each source is depleted, in the order listed below:

- (1) the dollar value of the original Contract, less the dollar value of funds already paid to the original CONTRACTOR and the dollar value of work in place for which the original CONTRACTOR has not received payment;
- (2) Retainage from the original CONTRACTOR, or funds made available under a letter of credit provided under 14.1.(e);
- (3) interest earned on retainage from the original CONTRACTOR, of funds made available under a letter of credit provided under 14.1.(e).

**14.2.7.** If the OWNER contracts with a subsequent CONTRACTOR as provided in 14.2.6.(b), the final progress payment shall be payable to the original CONTRACTOR within the time period specified in 14.4.1. The amount of the final progress payment to the original CONTRACTOR shall not include interest earned on retained funds. The OWNER may deduct from the final progress payment all expenses of contracting with the subsequent CONTRACTOR. This act shall not impair the right of the OWNER to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

#### **CONTRACTOR's Warranty of Title**

**14.3.** CONTRACTOR warrants and guarantees that title to all work, material and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

#### **Approval of Payments**

**14.4.** ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the application to OWNER, or return the application to CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. OWNER shall, after presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER as provided under 14.4.1.

**14.4.1.** Each progress payment requested, including reasonable interest if requested under 14.4.2. shall be paid within thirty (30) days after receipt by the OWNER of the Application for Payment.

**14.4.2.** Upon failure of the OWNER to make a timely progress payment pursuant to this section, the person designated to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

**14.5.** ENGINEER's approval of any payment requested in an Application for Payment will constitute a representation by him to OWNER, based on ENGINEER's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment ENGINEER will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that he has reviewed the means,



methods, techniques, sequences, and procedures of construction, or that he has made any examination to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to him on account of the Contract Price, or that title to any work, materials, or equipment has passed to OWNER free and clear of any liens.

**14.6.** ENGINEER's approval of final payment will constitute an additional representation by him to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.

**14.7.** ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to approve any such payment, or, because of subsequently discovered evidence of the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect OWNER from loss because:

- (a) The work is defective, or completed work has been damaged requiring correction or replacement;
- (b) Claims or liens have been filed or there is reasonable cause to believe such may be filed;
- (c) The Contract Price has been reduced because of Modifications;
- (d) OWNER has been required to correct defective work or complete the work in accordance with Paragraph 13.11; or
- (e) Of unsatisfactory prosecution of the work, including failure to furnish acceptable submittals or to clean up.

**Substantial Completion**

**14.8.** Prior to final payment, CONTRACTOR may, in writing to OWNER and ENGINEER, certify that the entire Project is substantially complete and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Project to determine the status of completion. If ENGINEER does not consider the Project substantially complete, he will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Project substantially complete, he will prepare and deliver to OWNER a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between OWNER and CONTRACTOR for maintenance, heat, and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Project is not substantially complete, he will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR consideration of OWNER's objections, ENGINEER considers the Project substantially complete, he will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from OWNER.

**14.9.** OWNER shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

**Partial Utilization**

**14.10.** Prior to final payment, OWNER may request CONTRACTOR in writing to permit him to use a specified part of the Project which he believes he may use without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, he will certify to OWNER and ENGINEER that said part of the Project is substantially complete and request ENGINEER to issue a Certificate of Substantial Completion for that part of the Project which is substantially complete. Within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that Part of the Project to determine its status of completion. If ENGINEER does not consider that it is substantially complete, he will notify OWNER and CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Project to be substantially complete, he will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

**Final Inspection**

**14.11.** Upon written notice from CONTRACTOR that the Project is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

**Final Application for Payment**

**14.12.** After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents -- all as required by the Contract Documents -- he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all liens arising out of the Contract Documents and the labor and services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material, and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which OWNER or his property might in anyway be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, materialman, fabricator, or supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify him against any lien.

**Approval of Final Payment**

**14.13.** If, on the basis of his observation and review of the work during construction, his final inspection and his review of the final Application for Payment -- all as required by the Contract Documents -- ENGINEER is satisfied that the work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, indicate in writing his approval of payment and present the application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the work is acceptable subject to the provisions of Paragraph 14.16. Otherwise, he will return the application to CONTRACTOR, indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections

and resubmit the application. OWNER shall within ten days of presentation to him of an approved final Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

**14.14.** If after Substantial Completion of the work, final completion thereof is materially delayed through no fault of CONTRACTOR, and ENGINEER so confirms, OWNER shall upon certification by ENGINEER and without terminating the Agreement make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claims.

#### **CONTRACTOR's Continuing Obligation**

**14.15.** CONTRACTOR's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any correction of defective work by OWNER shall constitute an acceptance of work not in accordance with the Contract Documents.

#### **Waiver of Claims**

**14.16.** The making and acceptance of final payment shall constitute:

- (a) A waiver of all claims by OWNER against CONTRACTOR other than those arising from unsettled liens, from defective work appearing after final inspection pursuant to Paragraph 14.11, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; and
- (b) A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

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#### **OWNER May Suspend Work**

**15.1.** OWNER may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which work shall be resumed. CONTRACTOR shall resume the work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

#### **OWNER May Terminate**

**15.2.** If CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if he

disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven days' written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR, and finish the work by whatever method he may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be determined by ENGINEER and incorporated in a Change Order.

**15.3.** Where CONTRACTOR's services have been so terminated by OWNER, said terminations shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

**15.4.** Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

**CONTRACTOR May Stop Work or Terminate**

**15.5.** If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails to pay CONTRACTOR any sum approved by ENGINEER within thirty days of its approval and presentation, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' notice to OWNER and ENGINEER stop the work until he has been paid all amounts then due.

**ARTICLE 16 - OFFICE SPACE**

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**16.1.** The CONTRACTOR shall establish and maintain, at his own expense, office headquarters at the site of the Project. Telephone and fax service shall be provided. At the office headquarters shall be kept a complete set of the Contract Documents and Shop Drawings.

**16.2.** The CONTRACTOR shall arrange office space for the ENGINEER in a separate building or in a room completely partitioned off from the CONTRACTOR's office, if in the same building. The CONTRACTOR shall provide adequate heating and lighting telephone and fax service within the ENGINEER's office.

**ARTICLE 17 - MISCELLANEOUS**

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**Giving Notice**

**17.1.** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an

officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

**Computation of Time**

**17.2.** When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

**General**

**17.3.** All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

**17.4.** All Specifications, Drawings and copies thereof furnished by ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

**17.5.** The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Paragraphs 6.30, 13.1, 13.10, and 14.3 and the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to and shall not be construed in any way as a limitation of any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or by other Provisions of the Contract Documents.

**17.6.** Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission, or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

**17.7.** The Contract Documents shall be governed by the law of the place of the Project.

END OF SECTION

# OTHER BUSINESS

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# **BOARD MEMBER UPDATES**

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