

**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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**October 1, 2024**

**Regular Meeting – 6:00 p.m.**

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



# 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

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

## **REGULAR MEETING AGENDA**

**TUESDAY, OCTOBER 1, 2024**

**6:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. CONSENT AGENDA
  - A. MINUTES OF THE SEPTEMBER 17<sup>TH</sup>, 2024 REGULAR MEETING
  - B. STATEMENTS AND CHECKS
    1. STATEMENTS AND CHECKS FOR OCTOBER 1, 2024, IN THE AMOUNT OF \$1,498,451.24
4. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

### **NEW BUSINESS**

1. REQUEST AUTHORIZATION TO APPROVE THE AGREEMENT WITH AUGUSTA TOWNSHIP AND WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF A PEDESTRIAN CROSSWALK AT BEMIS ROAD AT MARLOW DRIVE, AND TRAFFIC CONTROL DEVICE MAINTENANCE AGREEMENT IN AN APPROXIMATE AMOUNT OF \$12,900.00, BUDGETED IN LINE ITEM #101-446-982.000
2. REQUEST AUTHORIZATION TO APPROVE THE AGREEMENT WITH DTE ENERGY FOR THE INSTALLATION OF STREETLIGHTING NEAR THE PEDESTRIAN CROSSWALK AT BEMIS ROAD AT MARLOW DRIVE IN THE AMOUNT OF \$2,819.63 THAT IS BUDGETED IN LINE ITEM #101-446-982.000.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOW BID RECEIVED FOR CIVIC CENTER PARKING LOT PROJECT FROM FONSON COMPANY INC IN THE AMOUNT OF \$1,049,890.76 BUDGETED IN LINE ITEM #101-902-981.020
4. REQUEST AUTHORIZATION TO APPROVE OHM ADVISORS TO PROVIDE CONSTRUCTION ADMINISTRATION FOR THE CIVIC CENTER PARKING LOT RENOVATION PROJECT IN THE AMOUNT OF \$119,800.00 BUDGETED IN LINE ITEM #101-902-981.020
5. REQUEST AUTHORIZATION TO APPROVE 5 YEAR PROPOSAL WITH OHM ADVISORS TO PROVIDE CONSULTING SERVICES FOR PLANNING, EXECUTION, AND REPORTING OF OUTFALL INVESTIGATIONS FOR BIENNIAL REPORTING TO MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE) IN THE AMOUNT NOT TO EXCEED \$46,500.00, BUDGETED IN LINE ITEM #101-445-801.000
6. REQUEST AUTHORIZATION TO SEEK SEALED QUOTES FOR THE YPSILANTI TOWNSHIP SIDEWALK REPAIR PROGRAM

7. REQUEST AUTHORIZATION TO SEEK SEALED QUOTES FOR THE YPSILANTI TOWNSHIP SIDEWALK REPLACEMENT PROGRAM
8. REQUEST AUTHORIZATION TO SEEK SEALED QUOTES FOR THE YPSILANTI TOWNSHIP TREE TRIMMING AND REMOVAL PROGRAM
9. REQUEST AUTHORIZATION TO SEEK SEALED QUOTES FOR THE YPSILANTI TOWNSHIP LIMB AND BRUSH REMOVAL
10. REQUEST TO RECEIVE AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE AT A PROPERTY IDENTIFIED AS 1439 ANDREA ST, BUDGETED IN LINE ITEM #101- 29-801.023
11. REQUEST AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCE AT A PROPERTY IDENTIFIED AS 555 BERKLEY ST, BUDGETED IN LINE ITEM #101-729- 801.023
12. BUDGET AMENDMENT #12

### **OTHER BUSINESS**

### **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

### **BOARD MEMBER UPDATES**

# **CONSENT AGENDA**

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**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE SEPTEMBER 17, 2024 REGULAR BOARD MEETING**

Supervisor Brenda Stumbo called the meeting to order at approximately 6:01pm 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: Gloria Peterson and Debbie Swanson  
Ryan Hunter and John Newman II

**Legal Counsel:** Wm. Douglas Winters

## **BUDGET OVERVIEW**

Javonna Neel, Accounting Director gave a brief overview of the 2025 projected budget. She stated this is also available online for the residents to access it. Director Neel stated the part of the budget she will present tonight will be the millage rates, tax revenue, basic expenditure assumptions, and an overview of pensions.

Supervisor Stumbo stated the majority of the expenditures are the ARPA projects and the Grants for 14B District Court.

Supervisor Stumbo stated that there would be a Public Hearing at 7:00pm and suggested that we move Public Comments to now in the Agenda

A motion was made by Supervisor Stumbo and supported by Trustee Peterson to move the Public Comments.

The motion carried unanimously.

## **PUBLIC COMMENTS**

There was one public comment, a question about the road closure process for special events.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE SEPTEMBER 17, 2024 REGULAR BOARD MEETING  
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**CONSENT AGENDA**

**A. MINUTES OF THE AUGUST 20, 2024 REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR SEPTEMBER 3, 2024 IN THE AMOUNT OF \$2,391,036.26**
- 2. STATEMENTS AND CHECKS FOR SEPTEMBER 17, 2024 IN THE AMOUNT OF \$694,120.30**
- 3. CLARITY HEALTHCARE DEDUCTIBLE ACH EFT FOR JULY 2024 IN THE AMOUNT OF \$35,949.83**
- 4. CLARITY HEALTHCARE DEDUCTIBLE ADMIN FEE FOR JULY 2024 IN THE AMOUNT OF \$1,630.99**

**C. TREASURER'S REPORT AUGUST 2024**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the consent agenda with edits to the minutes.

The motion carried unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters thanked Brian McCleery, Deputy Assessor for his work to help sell various side parcels in accordance with township policy, and that the board may want to consider continuing to use the funds from sales, similar to the properties that have been sold at Sever farms, to reinvest into older neighborhoods and specific areas of the township.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE SEPTEMBER 17, 2024 REGULAR BOARD MEETING  
PAGE 3**

**NEW BUSINESS**

**1. REQUEST AUTHORIZATION TO ENTER INTO NEGOTIATIONS TO SELL  
PROPERTY LOCATED AT 1609 OUTER LANE DR. AND 1619 OUTER LANE DR.  
TO JOSHUA & MAKINLEY ANGLE**

A motion was made by Clerk Jarrell Roe, supported by Trustee Swanson to approve the authorization to enter into negotiations to sell property located at 1609 Outer Lane Dr. and 1619 Outer Lane Dr. to Joshua & Makinley Angle.

The motion carried unanimously.

**2. REQUEST AUTHORIZATION TO SIGN LETTER OF SUPPORT FOR THE  
WASHTENAW COUNTY ROAD COMMISSION (WCRC) REGARDING THE  
WHITTAKER RD AT MARTZ RD ROUNDABOUT PROJECT**

A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Approve the Authorization to sign letter of support for the Washtenaw County Road Commission (WCRC) regarding the Whittaker Rd. at Martz Roundabout project.

The motion carried unanimously.

**3. REQUEST AUTHORIZATION TO SIGN LETTER OF SUPPORT FOR THE  
WASHTENAW COUNTY WATER RESOURCES COMMISSIONS GRANT  
PROPOSAL FOR GREEN STORMWATER INFRASTRUCTURE**

A motion was made by Clerk Jarrell Roe, supported by Trustee Swanson to Approve authorization to sign letter of support for the Washtenaw County Water Resource Commissions Grant proposal for Green Stormwater Infrastructure, contingent upon attorney approval.

Trustee Swanson questioned the maintenance for this project. She stated that sometimes projects like these don't get the tender care they need to keep it looking good after they are put in.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE SEPTEMBER 17, 2024 REGULAR BOARD MEETING  
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Supervisor Stumbo stated they have maintenance agreements with the County Drain Commission, and they maintain it.

The motion carried unanimously.

**4. REQUEST TO APPROVE THE AGREEMENT FOR THE ESTABLISHMENT OF A  
NEW BRANCH TO A COUNTY DRAIN FOR A RAIN GARDEN LOCATED AT 2025  
EAST CLARK ROAD**

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve the agreement for the establishment of a new branch of the County drain for the Rain Garden located at 2025 East Clark Rd, contingent upon attorney approval.

The motion carried unanimously.

Harry Sheehan, Washtenaw County Deputy Water Resource Commissioner stated they have been doing these long enough where they have been engaged in the design to make the maintenance easier. He said they talk with the communities and decide what would work best in the area. He said the gardens do take awhile to establish usually about three years.

Trustee Swanson stated that as these are being planned be thoughtful because we do have a vermin problem. She said we don't want to create a space that encourages vermin.

Mr. Sheehan stated that rats don't like these areas, what they love is storm sewers. He said green spaces and rain gardens are a way to treat storm water outside of the storm sewer system. He said if we can dry up some of the storm sewers and get water into the ground and have plants that have some vertical structure vermin don't like this and either do geese.



**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE SEPTEMBER 17, 2024 REGULAR BOARD MEETING  
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**5. REQUEST TO APPROVE THE AGREEMENT FOR THE ESTABLISHMENT OF A  
NEW BRANCH TO A COUNTY DRAIN FOR A RAIN GARDEN LOCATED AT 1301  
S. HARRIS ROAD**

A motion was made by Trustee Peterson, supported by Clerk Jarrell Roe to Approve the agreement for the establishment of a new branch of the County drain for the Rain Garden located at 1301 S. Harris Road, contingent upon attorney approval.

The motion carried unanimously.

**6. REQUEST TO APPROVE THE AGREEMENT FOR THE ESTABLISHMENT OF A  
NEW BRANCH TO A COUNTY DRAIN FOR A RAIN GARDEN LOCATED AT 1301  
S. HARRIS ROAD**

A motion was made by Trustee Peterson, supported by Clerk Jarrell Roe to Approve the agreement for the establishment of a new branch of the County drain for the Rain Garden located at 1511 Andrea Street, contingent upon attorney approval.

The motion carried unanimously.

**PUBLIC HEARING FOR SPECIAL ASSESSMENT DISTRICTS – RESOLUTION 2024-13,  
2024 SPECIAL ASSESSMENT LEVY (PUBLIC HEARING SET AT THE AUGUST 20, 2024  
REGULAR MEETING)**

**Supervisor Stumbo opened the Public Hearing at 7:00pm.**

There were no public comments.

**Supervisor Stumbo closed the Public Hearing at 7:01pm.**

Clerk Jarrell Roe read Resolution 2024-13, 2024 Special Assessment Levy.

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge for Public Hearing for the 2024 Special Assessment Districts. (See attached)

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE SEPTEMBER 17, 2024 REGULAR BOARD MEETING  
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The motion carried unanimously.

**7. REQUEST TO APPROVE A FIVE-YEAR AGREEMENT WITH DETECTION SYSTEMS AND ENGINEERING CO. (DSE) TO BE PRIMARY CAMERA OPERATIONS VENDOR WITH YPSILANTI TOWNSHIP**

A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Request to approve a five-year agreement with Detection Systems and Engineering Co. (DSE) to be primary camera operations vendor with Ypsilanti Township.

Clerk Jarrell Roe stated she was glad about the change in the vendor. She along with others in the township have had issues with the current vendor. She also wanted to make it clear that there will be no interruption with our camera system while changing to the new vendor. She said we are in the midst of an election and there are laws requiring we have security cameras on all our drop boxes. She thanked John for that confirmation.

Municipal Services Director John Hines discussed the desire to switch to a new camera vendor, largely in part to lack of timeliness of service from the current vendor.

Supervisor Stumbo clarified that there was no agreement in the packet.

Director Hines confirmed that there was no agreement yet but getting the Boards' approval would allow him to work with legal counsel to get the agreement finalized.

A motion was made by Treasurer Eldridge, supported by Trustee Newman to table the item until more clarified information was available.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE SEPTEMBER 17, 2024 REGULAR BOARD MEETING  
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**8. REQUEST TO JOIN LITIGATION TO OPPOSE NUCLEAR WASTE COMING TO WASTE DISPOSAL AND SHARE LEGAL COSTS WITH CANTON TOWNSHIP, VAN BUREN TOWNSHIP, SUMPTER TOWNSHIP, BELLEVILLE AND ROMULUS IN AN AMOUNT NOT TO EXCEED \$5,000.00 FROM 101-729-801-023, CONTINGENT UPON ATTORNEY REVIEW**

Attorney Winters explained the proposed dumping of nuclear waste into the landfill in Van Buren Township. He said this request is to donate \$5,000.00 into a fund to help with litigation cost.

Supervisor Stumbo thanked Debbie Dingel for having the meeting regarding the disposal for the nuclear waste. She explained information that was discussed at the meeting.

Trustee Swanson stated that the people that are supposed to be protecting us are not doing a good job. She said EGLE has not been very good to our township recently. Trustee Swanson said they were not helpful when we had the coal ash pile that was dumped on E. Michigan Ave. and we couldn't find out where that came from. She said she supports us getting behind this issue at Wayne Disposal but she doesn't think that will be enough since EGLE doesn't seem to be protecting our community.

Attorney Winters stated that at the last meeting where I brought up the ongoing disparity on how Washtenaw County treats Ypsilanti Township compared to the rest of the County. He said they wouldn't declare a public emergency because it only effected 1% of the county. That 1% was West Willow and Sugarbrook in Ypsilanti Township.

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to join litigation to oppose nuclear waste disposal and share legal costs with Canton Township, Van Buren Township, Sumpter Township, Belleville and Romulus in an amount not to exceed \$5,000.00 from 101-729-801-023, contingent upon attorney review.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE SEPTEMBER 17, 2024 REGULAR BOARD MEETING  
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**9. REQUEST AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE  
PUBLIC NUISANCE AT A PROPERTY IDENTIFIED AS 1979 TYLER ROAD  
BUDGETED FOR IN LINE ITEM 101-729-801-023**

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to authorize Circuit Court litigation to abate public nuisance at a property identified as 1979 Tyler Road budget in line item 101-729-801-023.

The motion carried unanimously.

**10. REQUEST AUTHORIZATION TO RETAIN INFRASTRUCTURE ENGINEERING OF  
MICHIGAN FOR ENGINEERING SERVICES IN THE AMOUNT OF \$145,000 TO  
UPDATE THE 2000 MASTER PLAN THOROUGHFARE STUDY SOUTH OF I-94  
AND A NEW TRAFFIC FEASIBILITY STUDY FOR ECORSE ROAD BUSINESS  
DISTRICT**

A motion was made by Trustee Peterson, supported by Clerk Jarrell Roe to authorize the retention of Infrastructure Engineering of Michigan for engineering services in the amount of \$145,000 to update the 2000 Master Plan thoroughfare study South of I-94 and a new traffic feasibility for Ecorse Road Business District, contingent of attorney approval. (see attached)

Supervisor Stumbo read part of the 2000 Master Plan thoroughfare study south of I-94 and explained the reason to request a new traffic feasibility study for Ecorse Road Business District. She said there have been many accidents and deaths along these corridors and there is a need to study how this area can be made safer for pedestrians and motorists.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE SEPTEMBER 17, 2024 REGULAR BOARD MEETING  
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**11. BUDGET AMENDMENT #11**

Clerk Jarrell Roe read Budget Amendment #11.

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge, to Accept Budget Amendment #11. (see attached)

The motion carried unanimously.

**BOARD MEMBER UPDATES**

Treasurer Eldridge gave a brief update on the police services study and indicated that there was not much to report yet, as the company continues to await data.

A motion to adjourn was made by Clerk Jarrell Roe, supported by Treasurer Eldridge.

The meeting was adjourned at approximately 7:54 PM.

Respectfully Submitted,

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

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

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2024-13

### SPECIAL ASSESSMENT LEVY

**WHEREAS**, the Charter Township of Ypsilanti Board of Trustees, on September 17, 2024 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 17, 2024 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 2024 Winter Tax Roll.

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. 2024-13 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 17, 2024.



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Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

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

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

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

**PLEASE TAKE FURTHER NOTICE** that the Township Board will hold a public hearing at the Ypsilanti Township Civic Center, 7200 S. Huron River Drive, Ypsilanti, MI on **September 17, 2024**, 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 2024 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 Hearthside	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	Woodlawn St	222		

**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



September 12, 2024

Brenda Stumbo, Ypsilanti Township Supervisor  
 7200 South Huron River Drive  
 Ypsilanti, Michigan 48197

Dear Brenda Stumbo,

We at Infrastructure Engineering of Michigan LLC (IEI) thank you for the opportunity to be of service to Ypsilanti Township. We look forward to assisting the Township with exercises in transportation planning. In conjunction with Cincar Consulting Group (C2G), IEI is pleased to provide this scope and fee proposal to deliver reporting for two Task Orders. The Township recognizes these Task Orders as tools to study current mobility conditions with projected growth and a feasibility study for a road diet project for Ecorse Road. The two (2) Task Orders are:

1. Ypsilanti Township Master Thoroughfare Plan (Updated)
2. Ecorse Road | Road Diet Feasibility Study

Below are general scoping items for the two Task Orders and the estimated fees for project delivery.

**YPSILANTI TOWNSHIP MASTER THOROUGHFARE PLAN (UPDATED) \$69,500**

Prior to the year 2000, Ypsilanti Township studied thirty-six (36) intersections south of Interstate 94. In that study, the Township operated six (6) signalized intersections and thirty (30) unsignalized intersections. Today, the Township operates twelve (12) signalized intersections out of the original thirty-six that were studied. Some intersection equipment is owned by others. An update to the Township's 2000 Master Thoroughfare Plan includes but is not limited to the following scoping items and the associated cost breakdown.

<p><b>DATA COLLECTION, ANALYSIS, AND REPORTING</b></p> <ul style="list-style-type: none"> <li>• Develop Detailed Project Scope, Understanding, and Approach</li> <li>• Traffic Counts and Synchro Modeling</li> <li>• Future Land Uses             <ul style="list-style-type: none"> <li>○ WATS or SEMCOG</li> <li>○ 20 – Year Horizon</li> </ul> </li> <li>• Level of Service (LOS) Report</li> <li>• Existing Conditions Crash Analysis (5 – Year Data Set)</li> <li>• Detailed Intersection Safety and Performance Report</li> <li>• Drawings and Exhibits (Existing Conditions, Comparisons, Projections, etc.)</li> </ul>	<p><b>\$64,000</b></p>
<p><b>PROJECT MANAGEMENT, ADMINISTRATION, QA/QC</b></p> <ul style="list-style-type: none"> <li>• Contract Management and Administration</li> <li>• Coordination with Local Agencies</li> <li>• Project Management and QA/QC</li> </ul>	<p><b>\$5,500</b></p>





## **ECORSE ROAD | ROAD DIET FEASIBILITY STUDY**

**\$76,000**

This task has a goal to advance the work of the previous plans and procedures as tools within a feasibility study, to determine if the width of travel lanes can be reduced in each direction. This project narrative will involve jurisdictional partners for purposeful engagement. Our team will examine the full width of the ROW and analyze the feasibility of a road diet. Through the road diet, the team will develop recommendations for the use of additional ROW space through the corridor. Recommendations will include safe and functional improvements that promote the pedestrian space and amenity zones.

### **DATA COLLECTION, ANALYSIS, AND REPORTING**

- Develop Detailed Project Understanding, Scope, and Approach
- Traffic Counts and Synchro Modeling
- Level of Service (LOS) Report
- Existing Conditions Crash Analysis; 5-Year Data Set
- Detailed Intersection Safety and Performance Report
- Meet with Emergency Services for Plan Feasibility.
- Drawings and Exhibits
  - Comparisons and Projections (Existing Conditions)
  - Typical Roadway Sections
  - Pedestrian Concentrated Typical Cross Section Alternatives
- Coordination with Local Agencies
- Existing Conditions Report and Recommendations
- Two (2) Perspectives for Presentation

Additionally, I have attached material that provides information about the IEI/C2G Team and the staff for this effort. Given this team's industry expertise and demonstrated experience in Ypsilanti Township, the IEI/C2G team is professionally qualified to deliver the Task Orders here.

Again, on behalf of IEI, thank you for this opportunity to assist Ypsilanti Township with your planning needs. If you would like to discuss this scope and fee proposal further, I can be reached at 734.216.7764.

Sincerely,

**Infrastructure Engineering of Michigan LLC**

Paul Ajegba, PE  
Senior Vice-President



**EXECUTION:**

With respect to the

- Ypsilanti Township Master Thoroughfare Plan
- Ecorse Road - Road Diet Feasibility Study

We accept the terms of this Proposal.

**Signature:**

*Brenda L. Stumbo*

**Name (print):** Brenda Stumbo

**Title:** Township Supervisor  
Ypsilanti, Michigan

**Date:**

*9/19/24*

**Signature:**

*Heather Jarrell Roe*

Heather Jarrell Roe

Township Clerk  
Ypsilanti, Michigan

*9/19/24*

**Name (print):** Paul Ajegba, PE

**Title:** Senior Vice-President  
Infrastructure Engineering of Michigan LLC

**Date:**

**CHARTER TOWNSHIP OF YPSILANTI  
2024 BUDGET AMENDMENT # 11**

**September 17, 2024**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND** **Total Increase** \$50,500.00

Request to add a new general ledger number and budget for Ecorse Corridor Revitalization project. This request is for \$50,500 for the professional services for the feasibility study by Infrastructure Engineering Incorporated. This request will be funded by recognizing revenue from Township property sales.

Revenues:	Sale of Township Properties	101-000-693.000	\$50,500.00
			<u>\$50,500.00</u>
		<b>Net Revenues</b>	<u><u>\$50,500.00</u></u>
Expenditures:	Ecorse Corridor Revitalization	101-446-982.010	\$50,500.00
			<u>\$50,500.00</u>
		<b>Net Expenditures</b>	<u><u>\$50,500.00</u></u>

**230 - RECREATION FUND** **Total Increase** \$5,355.00

Request to increase the budget for MML insurance reimbursement and repair to the damaged park ranger truck #704. This will be funded by insurance reimbursement.

Revenues:	Insurance Reimbursements	230-000-676.012	\$5,355.00
			<u>\$5,355.00</u>
		<b>Net Revenues</b>	<u><u>\$5,355.00</u></u>
Expenditures:	Motor pool Misc Repairs	230-754-935.000	\$5,355.00
			<u>\$5,355.00</u>
		<b>Net Expenditures</b>	<u><u>\$5,355.00</u></u>

**252 - HYDRO STATION FUND** **Total Increase** \$5,469.00

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

Revenues:	Prior Year Fund Balance	252-000-699.999	\$5,469.00
			<u>\$5,469.00</u>
		<b>Net Revenues</b>	<u><u>\$5,469.00</u></u>
Expenditures:	Salary PTO Payout	252-535-708.004	\$5,080.00
	FICA	252-535-715.000	\$389.00
			<u>\$389.00</u>
		<b>Net Expenditures</b>	<u><u>\$5,469.00</u></u>

Motion to Amend the 2024 Budget (#11)

Move to increase the General Fund budget by \$50,500 to \$27,093,668 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$5,355 to \$932,250 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$5,469 to \$1,190,280 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

*OCTOBER 1, 2024 BOARD MEETING*

ACCOUNTS PAYABLE CHECKS - \$	1,115,669.09
HAND CHECKS - \$	383,082.15
CREDIT CARDS PURCHASES - \$	0.00
GRAND TOTAL - \$	<b>1,498,751.24</b>

Check Date	Check	Vendor Name	Description	Amount
Bank AP AP				
09/13/2024	197904	COMCAST	ACCT. #8529 10 234 0279396	172.03
09/13/2024	197905	DTE ENERGY	GAS & ELECTRIC INVOICES	6,286.02
09/13/2024	197906	VERIZON WIRELESS	ACCT. #742203150-00001	2,850.19
09/13/2024	197907	VERIZON WIRELESS	ACCT. #342201808-00001	525.59
09/13/2024	197908	WASTE MANAGEMENT	ACCT. #16-27603-32004	1,427.23
09/13/2024	197909	WASTE MANAGEMENT	ACCT. #6-96630-02003	224,868.24
09/13/2024	197910	WEX BANK	WEX CREDIT CARD CHARGES ENDING AUGUST 20	2,198.42
09/13/2024	197911	BALLARD MARINE CONSTRUCTION LLC	REPLACEMENT - GATE INSPECTION AT HYDRO	27,000.00
09/18/2024	197913	DTE ENERGY	STREETLIGHTS - AUGUST 2024	81,309.70
09/18/2024	197914	WASTE MANAGEMENT	ACCT. #6-98933-92004	5,807.99
09/18/2024	197915	WASTE MANAGEMENT	ACCT. #10-11022-83003	3,179.39
09/18/2024	197916	WASTE MANAGEMENT	ACCT. #6-99239-92003	494.26
09/18/2024	197917	YAMAHA MOTOR FINANCE CORPORATION	PROPERTY TAX	3,562.07
09/18/2024	197918	YPSILANTI COMMUNITY	ACCT. #2-087-560650-01	55.82
			ACCT. #2-087-560500-01	109.18
			ACCT. #2-087-560610-01	95.68
			ACCT. #2-085-341000-01	35.57
			ACCT. #2-085-341010-01	169.93
			ACCT. #2-087-560450-01	34.39
			ACCT. #2-087-560550-01	115.93
			ACCT. #2-087-560600-01	129.43
				<u>745.93</u>
09/20/2024	197919	JIBRIL NAEEM	PAYOUTS FOR MEMBERSHIPS MADE BETWEEN 6/2	1,176.00
09/24/2024	197920	LATONIA SMITH	REFUND - SHELTER RENTAL	100.00
09/24/2024	197921	DTE ENERGY	GAS & ELECTRIC INVOICES	15,739.54
09/24/2024	197922	GUARDIAN ALARM	CUSTOMER #901451	1,304.49
09/24/2024	197923	GUARDIAN ALARM	CUSTOMER #54144	182.82
09/24/2024	197924	STANDARD INSURANCE COMPANY	VSP - OCTOBER 2024	3,157.88
09/24/2024	197925	WASTE MANAGEMENT	ACCT. #14-44697-63004	186.16
09/24/2024	197926	WASTE MANAGEMENT	ACCT. #20-37335-53005	80.08
09/24/2024	197927	WASTE MANAGEMENT	ACCT. #6-98156-42005	228.60
09/24/2024	197928	YPSILANTI COMMUNITY	ACCT. #2-037-360000-01	181.42
09/26/2024	197929	MARIA BATIANIS	EMERGENCY REIMBURSEMENT FOR FIRE DEPT. E	318.10
AP TOTALS:				
Total of 25 Checks:				383,082.15
Less 0 Void Checks:				0.00
Total of 25 Disbursements:				<u>383,082.15</u>

*HAND CHECKS*

*A/P CHECKS*

Check Date	Check	Vendor Name	Description	Amount
Bank AP AP				
10/01/2024	197930	A.R. BROUWER COMPANY	COMMUNITY CENTER PARK MDNR GRANT CONSTRU CLUBVIEW PARK MDNR GRANT CONSTRUCTION	165,192.64 132,604.05 <u>297,796.69</u>
10/01/2024	197931	ACCUSHRED LLC	SHRED SERVICES	215.25
10/01/2024	197932	ACUSHNET COMPANY	TITLEIST STAND BAG SPECIAL ORDER POUCH.	16.80
10/01/2024	197933	ADVANCED COMMUNICATIONS & DATA	INTERNET UTILITY SERVICE	680.55
10/01/2024	197934	AMAZON CAPITAL SERVICES	VIEW BINDERS - SUPERVISOR NEED LONG HOOK FOR UPCOMING WORK HANGING TYPE STATIC OFFICE SUPPLIES - RSD 2025 CALENDARS - JULIANN TRUDELL GAMES FOR SPECIAL EVENTS - ROBIN PPE - SAFETY STORE RESTOCK SAFETY SUPPLIES- PPE	52.91 59.99 13.29 159.74 19.77 381.02 53.12 <u>244.15</u> 983.99
10/01/2024	197935	ANN ARBOR CLEANING SUPPLY	TRASH BAGS - COMMUNITY ENGAGEMENT	170.10
10/01/2024	197936	APPLIED INNOVATION	CONTRACT INVOICE	126.55
10/01/2024	197937	ATCHINSON FORD	CHECK ENGINE LIGHT EVALUATION FOR VEHICL	175.00
10/01/2024	197938	AUTO VALUE YPSILANTI	ANTIFREEZE FOR PARK SHELTERS DEF	290.39 <u>207.79</u> 498.18
10/01/2024	197939	BACK TO NATURE LAWN CARE	EARLY FALL BROADLEAF WEED CONTROL	74.75
10/01/2024	197940	BANK SUPPLIES	CASH BAGS	79.00
10/01/2024	197941	CARLISLE WORTMAN ASSOCIATES, INC.	CULVER'S	1,470.00
10/01/2024	197942	CARLISLE WORTMAN ASSOCIATES, INC.	FROST DISPENSARY	750.00
10/01/2024	197943	CARLISLE WORTMAN ASSOCIATES, INC.	HOLIDAY INN EXPRESS - JOE HALL DRIVE	825.00
10/01/2024	197944	CARLISLE/WORTMAN ASSOCIATES	PLANNING DEPARTMENT SUPPORT PLANNING DEPARTMENT SUPPORT PLANNING CONSULTATION - LEGAL PLANNING DEPARTMENT SUPPORT	8,960.00 8,960.00 1,725.00 <u>8,960.00</u> 28,605.00
10/01/2024	197945	CGS, INC.	SAFETY TRAINING- LOCK OUT TAG OUT	2,100.00
10/01/2024	197946	CHARTER TOWNSHIP OF SUPERIOR	ACCT. #HURO-007200-0000-01	42.75
10/01/2024	197947	CLI CONCRETE LEVELING INC.	SIDEWALK LEVELING ROUND 4 AUGUST 2024 (I	2,480.00
10/01/2024	197948	COMMUNICATION SQUARE LLC	MONTHLY OFFICE 365	4,560.00
10/01/2024	197949	CONTI	2024 1ST QUARTER MAINTENNACE FOR CAMERAS	6,202.40
10/01/2024	197950	CRYSTAL FLASH, INC.	DIESEL FUEL FOR GOLF EQUIPMENT 7/30/24 FUEL FOR HQ - REGULARDIESEL FUEL FOR HQ - REGULAR	677.23 2,097.25 509.60 <u>3,284.08</u>
10/01/2024	197951	CSI EMERGENCY APPARATUS, LLC	ANNUAL SERVICE TIRES/AXLE SHAFTS/PADS/ROTORS TIRES/AXLE SHAFTS/PADS/ROTORS BRAKES/ROTORS/ BRAKES/ROTORS	4,912.23 5,893.75 5,893.75 4,960.05 <u>4,960.05</u>

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI  
CHECK NUMBERS 197930 - 198020

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DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Description	Amount
				26,619.83
10/01/2024	197952	DELUX TENTS AND EVENTS, LLC	TENT RENTALS AT LAKESIDE (INV#43166-1)	1,962.50
10/01/2024	197953	DETROIT LEGAL NEWS	DISPLAY AD FOR SPECIAL ASSESSMENT ROLL 2	243.67
			ORDINANCES - CLERKS	35.00
			ORDINANCES - CLERKS	35.00
				<u>313.67</u>
10/01/2024	197954	DIVERSE REAL ESTATE LLC	BOND REFUND - REMAINING BALANCE	3,432.50
10/01/2024	197955	DONNA CHERIF	REFUND - 50 & BEYOND DAY TRIPS	112.00
10/01/2024	197956	EDITH STEWART	REFUND - SHELTER RENTAL	100.00
10/01/2024	197957	EMERGENT HEALTH PARTNERS	FIRE DISPATCHING SERVICES	11,194.80
10/01/2024	197958	FOUNDATION RESTORATION	REFUND - PERMIT FEES #PB24-0346 & PP24-0	105.00
10/01/2024	197959	GOVERNMENTAL CONSULTANT SERVICES	PROFESSIONAL SERVICES RETAINER FEE - SEP	3,503.85
10/01/2024	197960	GRAINGER	CHAINSAW CHAPS FOR GOLF COURSE & BATTERI	130.99
			SMALL TOOLS	31.69
			PAINT ROLLER COVERS - FLP	43.10
			MAINTENANCE TOOL - SINGLE LEVER CARTRIDG	49.40
			MAINTENANCE TOOL - 16" PLIER WRENCH (INV	184.87
				<u>440.05</u>
10/01/2024	197961	GRIFFIN PEST SOLUTIONS	LEC AUGUST PEST SOLUTIONS	68.00
10/01/2024	197962	HAMMER TRUCKING	HAULING OF BIN BLOCKS	625.00
10/01/2024	197963	HEIDI THORNBLADH	REFUND - 50 & BEYOND DAY TRIPS	112.00
10/01/2024	197964	HENDERSON GLASS SOLUTIONS LLC	EMERGENCY REPAIR FOR BUSTED OUT WINDOW I	724.20
10/01/2024	197965	HILARY CARTER	REFUND - ADULT SOCCER	475.00
10/01/2024	197966	HOME DEPOT	ORTHOGROUND CLEAR - MAINTENANCE	48.94
			ZIP TIES AND ANTI FREEZE PARK SHELTERS (	93.64
			MAINT. SUPPLY FOR REC CENTER - CAULK (IN	16.96
			MAINT. TOOL & SUPPLY FOR USE AT NORTH BA	46.77
			MAINTENANCE SUPPLIES FOR THE FLP GATE LI	107.25
			MAINTENANCE REPAIR & SUPPLY GOLF & ACCOU	79.00
			MAINTENANCE SUPPLIES CIVIC - BULBS (INV#	25.96
			P&G MAINTENANCE SUPPLIES FOR FLP GENERAT	103.68
			MAINTENANCE SUPPLIES: TOOL & PAINT - ACC	29.45
				<u>551.65</u>
10/01/2024	197967	INTAB LLC	BALLOT BAGS	143.56
10/01/2024	197968	KENNETH GASPER	REFUND - 50 & BEYOND DAY TRIPS	346.00
10/01/2024	197969	KONE INC	ELEVATOR MAINTENANCE 08/01/24-10/31/24	225.54
10/01/2024	197970	LANGUAGE LINE SERVICES	INTERPRETER SERVICES	583.80
10/01/2024	197971	LOOKING GOOD LAWNS	HIGHWAY AND STREET TRASH CLEAN-UP	4,000.00
			ADDITIONAL SERVICES (SPRAY KILL WEEDS) (	250.00
			YTNWM 13-824N INVOICE-NOXIOUS WEED MOWIN	385.00
				<u>4,635.00</u>
10/01/2024	197972	LOWE'S	SUPPLIES FOR UPCOMING SLUICE GATE OIL CH	97.07
10/01/2024	197973	LUBRICATION ENGINEERS	OIL TEST AND OIL CLEANING FILTER	540.82
			OIL TEST AND OIL CLEANING FILTER	385.67
				<u>926.49</u>
10/01/2024	197974	MESSENGER PRINTING	NHW 2ND QTR NEWSLETTERS - COMM. ENGAGEME	4,043.27
			TOWNSHIP LOGO STICKERS - COMM. ENGAGEMEN	159.00



Check Date	Check	Vendor Name	Description	Amount
			YW STICKERS - RES. SERVICES	705.50
				<u>4,907.77</u>
10/01/2024	197975	MICHAEL J. CROMER	REIMBURSEMENT FOR BUILDING AND PLAN REVI	225.00
10/01/2024	197976	MICHIGAN LINEN SERVICE, INC.	WEEKLY LINEN SERVICES	68.50
			WEEKLY LINEN SERVICES	12.00
			WEEKLY LINEN SERVICES	68.50
			LINEN SERVICE FOR COMMUNITY CENTER 9/17/	49.50
			LAUNDRY FOR CIVIC CENTER 9/17/2024 (INVO	101.10
			MAINT. GARAGE LINEN SERVICE 9/17/24 (INV	24.00
			LINEN SERVICE FOR STATION 4	85.03
			LINEN SERVICE FOR STATION HQ	190.40
			LINEN SERVICE FOR STATION 3	86.26
			LAUNDRY SERVICES 2024	24.00
			LAUNDRY FOR CIVIC CENTER 9/10/2024 (INVO	101.10
			MAINT. GARAGE LINEN SERVICE 9/10/24 (INV	24.00
			LINEN SERVICE FOR COMMUNITY CENTER 9/10/	49.50
			LINEN SERVICE FOR COMMUNITY CENTER 9/4/2	49.50
			MAINT. GARAGE LINEN SERVICE 9/4/24 (INV#	24.00
			LAUNDRY FOR CIVIC CENTER 9/4/2024 (INVOI	101.10
			LEC LAUNDRY SERVICE	61.75
				<u>1,120.24</u>
10/01/2024	197977	MICHIGAN STATE FIREMEN'S ASSOC	FIRE OFFICER BOOKS	150.98
10/01/2024	197978	MLIVE MEDIA GROUP	JOB POSTING OCS FLOATER II/CLERK III (IN	714.50
10/01/2024	197979	MUNICIPAL EMERGENCY SERVICES INC	TURN OUT GEAR FOR NEW FF'S	2,242.28
10/01/2024	197980	MUNIVATE LLC	ONSITE CONFIGURATION & TRAINING FOR BS&A	1,333.07
10/01/2024	197981	NAPA AUTO PARTS*	OIL FOR GENSET	81.96
10/01/2024	197982	NATIONAL RECREATION & PARK	VIRTUAL CONFERENCE FOR JOSH KUGLER	355.00
10/01/2024	197983	NEXTCARE URGENT CARE MICHIGAN	PRE-EMPLOYMENT DRUG SCREENS AND DOT PHYS	295.00
10/01/2024	197984	OFFICE EXPRESS	BUSINESS CARDS - COMMUNITY ENGAGEMENT IN	24.00
			MOUSE PADS AND BANKER BOXES	164.51
			MOUSE PADS AND BANKER BOXES	19.69
			BUSINESS CARDS - COMMUNITY STANDARDS	30.00
			BUSINESS CARDS - OCS	30.00
				<u>268.20</u>
10/01/2024	197985	OOMA, INC.	OOMA SERVICES	248.44
10/01/2024	197986	ORCHARD, HILTZ & MCCLIMENT INC	CIVIC CENTER POND CONSTRUCTION ENGINEERI	4,694.00
10/01/2024	197987	PARKWAY SERVICES, INC.	PORTABLE TOILET RENTAL FOR GREEN OAKS FR	260.00
			PORT-A-POTTIES AT FORD HERITAGE SOCCER J	360.00
			PORT-A-POTTIES AT FORD HERITAGE SOCCER S	380.00
			PORTABLE TOILET RENTAL - FORD LAKE PARK	180.00
			PORTABLE TOILET RENTAL - FORD LAKE PARK	2,640.00
			PORT A JOHN SERVICE - HYDRO	130.00
				<u>3,950.00</u>
10/01/2024	197988	PAYTON JAMES	SUMMER ART INSTRUCTION	201.60
10/01/2024	197989	PEPSI BEVERAGES COMPANY	BEVERAGES FOR RESALE IN THE GOLF SHOP.	428.28
10/01/2024	197990	PIONEER ATHLETICS	P&G TOWNSHIP PARKING LOT LINE PAINTING (	127.80
			P&G TOWNSHIP PARKING LOT LINE PAINT (INV	623.93
				<u>751.73</u>
10/01/2024	197991	POST, SMYTHE, LUTZ AND ZIEL	ANNUAL AUDIT FOR FY 2023	33,500.00

Check Date	Check	Vendor Name	Description	Amount
10/01/2024	197992	PRINTING SYSTEMS	NOVEMBER 2024 ELECTION - ENVELOPES	682.21
			NOVEMBER 2024 ELECTION - ENVELOPES	268.12
			NOVEMBER 2024 ELECTION - ENVELOPES	617.72
			NOVEMBER 2024 ELECTION SUPPLIES	36.36
			AV APPLICATION NOVEMBER 2024 GENERAL ELE	2,019.84
			NOVERMBER 2024 GENERAL ELECTION SUPPLIES	613.96
				<u>4,238.21</u>
10/01/2024	197993	QUADIENT, INC	SUPPLIES FOR POSTAGE MACHINE - INK, SEAL	580.45
10/01/2024	197994	ROBERT ACTON	ROBERT ACTON CONTRACTUAL INSPECTIONS 09.	1,550.00
10/01/2024	197995	ROBIN RUSS	UNIFORM ALLOWANCE FOR 2024	148.40
10/01/2024	197996	ROWLEYS WHOLESALE	REPLACEMENT OIL FOR HYDRO SLUICE GATE SY	42,665.15
10/01/2024	197997	SHERWIN WILLIAMS COMPANY	P&G SUPPLIES FOR VOLUNTEER PAINTING AT C	622.48
			P&G SUPPLIES FOR VOLUNTEER BLEECHER PAIN	272.63
			MAINTENANCE SUPPLIES FOR FORD HERITAGE P	314.90
			FLP VOLUNTEER PAINT SUPPLIES (TRANSACTION	629.90
			CREDIT MEMO	(334.83)
				<u>1,505.08</u>
10/01/2024	197998	SIGNS BY TOMORROW	INFORMATIONAL SIGN PURPLE LOOSETRIFE	50.00
			LOGO STICKERS 3"	50.00
			VEHICLES WITH TRAILERS PARKING SIGNS - F	516.50
				<u>616.50</u>
10/01/2024	197999	SIGNS IN 1 DAY	BANNERS FOR SPECIAL EVENTS - ROBIN	290.00
10/01/2024	198000	SITEONE LANDSCAPE SUPPLY, LLC	IRRIGATION SUPPLIES FOR PIPE REPAIR, FLA	655.15
10/01/2024	198001	SPARTAN DISTRIBUTORS	PRO-FORCE BLOWER SHAFT REPAIR AND MAINTEN	1,026.02
			FUEL FILTER AND CARBON CANISTER	64.45
			TORO 3150S FRONT ROLLER PARTS	1,849.86
				<u>2,940.33</u>
10/01/2024	198002	SPICER GROUP	APPLERIDGE PARK IMPROVEMENTS	1,040.50
			FORD HERITAGE PARK BATHROOM FACILITIES	21,200.00
			FORD HERITAGE PARK BATHROOM SITE WORK CO	2,200.00
			FORD LAKE PARK SHELTER REPAIR CONSTRUCTION	4,750.00
			LAKESIDE PARK SHELTER REPLACEMENT	3,050.00
			COMMUNITY CENTER PARK PRIME PROFESSIONAL	6,221.50
			WEST WILLOW PARK SHELTER REPAIR CONSTRUCTION	500.00
				<u>38,962.00</u>
10/01/2024	198003	STADIUM TROPHY	PLAQUES FOR CAR SHOW	92.97
10/01/2024	198004	STANDARD PRINTING	ENVELOPES	495.00
			ENVELOPES - OCS	485.00
				<u>980.00</u>
10/01/2024	198005	STANTEC	COMMUNITY CENTER BATHROOM IMPROVEMENTS	4,741.91
			COMMUNITY CENTER WATER DAMAGE RENOVATION	362.00
				<u>5,103.91</u>
10/01/2024	198006	STATE BAR OF MICHIGAN	STATE BAR DUES	415.00
10/01/2024	198007	STATE BAR OF MICHIGAN	STATE BAR DUES	415.00
10/01/2024	198008	STEPHEN BROWN	STEVE BROWN CONTRACTUAL INSP 09.02.2024	1,450.00
10/01/2024	198009	STERICYCLE INC	STERI-SAFE BUDGET SUBSCRIPTION	269.10

09/26/2024 11:01 AM  
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CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI  
 CHECK NUMBERS 197930 - 198020

Check Date	Check	Vendor Name	Description	Amount
10/01/2024	198010	U.S. BANK, N.A.	DEBT OBLIG BOND INT PAYMENT	13,140.00
10/01/2024	198011	ULINE	PARK GRILLS - FLP VINYL ENVELOPES - MOTORPOOL VEHICLES	3,166.98 75.79 <u>3,242.77</u>
10/01/2024	198012	UNITED STATES POSTAL SERVICE	REPLENISH POSTAGE MACHINE	10,000.00
10/01/2024	198013	UNIVERSITY TRANSLATORS	INTERPRETER SERVICES	170.00
10/01/2024	198014	VERIZON CONNECT FLEET USA	GPS SERVICES-AUGUST2024	956.81
10/01/2024	198015	W.J. O'NEIL COMPANY	AC NOT TURNING ON AT LEC (INV# 57981)	609.00
10/01/2024	198016	WASHTENAW COUNTY TREASURER#	POLICE SERVICE UNITS FOR SEPTEMBER 2024	517,095.95
10/01/2024	198017	WEINGARTZ	MISC. CONSUMABLES FROM WEINGARTZ 9-11-24	59.99
10/01/2024	198018	WITMER PUBLIC SAFELY GROUP, INC	TECH RESCUE HELMETS/BOOTS	61.49
10/01/2024	198019	YPSILANTI ACE HARDWARE	10 PACK SCREWS HDMI CABLE TOILET REPAIR KIT & TRU FUEL	4.99 16.99 50.98 <u>72.96</u>
10/01/2024	198020	YPSILANTI COMMUNITY	DIESEL AND GAS CHARGES 2024 WATER REBATE AUGUST - YCUA	1,561.22 1,920.00 <u>3,481.22</u>

AP TOTALS:  
 Total of 91 Checks: 1,115,669.09  
 Less 0 Void Checks: 0.00  
 Total of 91 Disbursements: 1,115,669.09

# ATTORNEY REPORT

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GENERAL LEGAL UPDATE

# **NEW BUSINESS**

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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**



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

**Township  
Supervisor**

7200 S. Huron River Drive  
Ypsilanti, MI 48197  
Phone: (734) 544-4000  
Fax: (734) 484-0002  
[ypsitownship.org](http://ypsitownship.org)

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## MEMORANDUM

**TO:** Charter Township of Ypsilanti Board of Trustees

**FROM:** Brenda Stumbo, Township Supervisor

**DATE:** October 1<sup>st</sup>, 2024

**RE:** **Request authorization to approve the agreement with Augusta Township and Washtenaw County Road Commission for the installation of a pedestrian crosswalk at Bemis Road at Marlow Drive in an approximate amount of \$12,900 from account #101-446-982.000.**

To maintain consistency with the WCRC facilities, a push button device to activate blinking lights has been requested in front of Childs Elementary School on Bemis Road at Marlow Drive. The WCRC recommends the installation of rectangular rapid flashing beacons (RRFBs) to help slow traffic and allow children and parents to safely cross. This is located in the area between the school and Greene Farms neighborhood. The estimate for WCRC to complete this work would be approximately **\$25,800**.

Childs Elementary School does not have funding for this project. WCRC does not know of any current grants that would be a good fit for this type of funding.

Since Bemis Road is on the border between Ypsilanti Township and Augusta Township, the construction cost will be split between the two townships (approximately \$12,900 each) as well as a Traffic Control Device Agreement for the maintenance and operation of the crossing will be required.

Attached please find Agreement for installation of the RRFB's.

Thank you for your consideration

**BEMIS ROAD AT MARLOW DRIVE PEDESTIAN CROSSING AGREEMENT  
BETWEEN CHARTER TOWNSHIP OF YPSILANTI,  
CHARTER TOWNSHIP OF AUGUSTA, AND  
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the Board of the Charter Township of Ypsilanti and the Board of the Charter Township of Augusta (the "Townships") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Townships desire to improve the pedestrian crosswalk crossing Bemis Road at Marlow Drive with rectangular rapid flashing beacons (the "Project"); and

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

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

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

WHEREAS, each Township will be invoiced for 50 percent of all costs and expenses attributed to the Project, resulting in full (100 percent) reimbursement to the Road Commission.

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

THEREFORE, BE IT AGREED that the Townships will pay the Road Commission for all actual costs of the Project, estimated to be \$25,800.00.

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**AGREEMENT SUMMARY**

Estimated Costs

**Bemis Road at Marlow Drive Pedestrian Crossing,**

**Estimated Ypsilanti Township Costs**

**\$12,900.00**

**Estimated Augusta Township Costs**

**\$12,900.00**

FOR YPSILANTI TOWNSHIP:

FOR AUGUST TOWNSHIP:

\_\_\_\_\_  
Brenda Stumbo, Supervisor

\_\_\_\_\_  
Brian Shelby, Supervisor

\_\_\_\_\_  
Heather Jarrell Roe, Clerk

\_\_\_\_\_  
Kim Gonczy, Clerk

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_  
Barbra Ryan Fuller, Chair

\_\_\_\_\_  
Matthew MacDonell, Managing Director

**WASHTENAW COUNTY ROAD COMMISSION**

555 N. ZEEB ROAD  
ANN ARBOR, MICHIGAN 48103

**TRAFFIC CONTROL DEVICE AGREEMENT**

LOCATION: Bemis Rd at Marlow Dr AGREEMENT NO. 1  
DEVICE TYPE(S): RRFB assembly and all signage for crossing EFFECTIVE DATE OF THIS AGREEMENT: \_\_\_\_\_

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

**PARTICIPATION AGREEMENT**

Agency WASHTENAW COUNTY ROAD COMMISSION 0%  
Agency Ypsilanti Township 50%  
Agency Augusta Township 50%  
Other \_\_\_\_\_

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

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

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

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

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

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

Agency <u>WASHTENAW CO. ROAD COMM.</u> Signed By _____ Print Name _____ Title _____ Date _____	Agency <u>Ypsilanti Township</u> Signed By _____ Print Name _____ Title _____ Date _____
Agency _____ Signed By _____ Print Name _____ Title _____ Date _____	Other <u>Augusta Township</u> Signed By _____ Print Name _____ Title _____ Date _____



*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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## MEMORANDUM

**TO:** Charter Township of Ypsilanti Board of Trustees

**FROM:** Brenda Stumbo, Township Supervisor

**DATE:** October 1<sup>st</sup>, 2024

**RE:** **Request authorization to approve the agreement with DTE Energy for the installation of streetlighting near the pedestrian crosswalk at Bemis Road at Marlow Drive in the amount of \$2,819.63 from account #101-446-982.000.**

There has been a request for streetlighting in front of Childs Elementary School on Bemis Road at Marlow Drive. DTE recommends the installation of Municipal Street Lighting to help highlight the crosswalk and allow children and parents to safely cross. This is located in the area between the school and Greene Farms neighborhood. The cost for DTE to complete this work would be \$2,819.63.

Attached please find the purchase agreement for installation of the street lighting

Thank you for your consideration



September 20, 2024

Charter Township of Ypsilanti  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197

Re: DTE Street Lighting: Bemis Rd at Marlow Dr

Attached is the Purchase Agreement for the streetlighting installation near the crosswalk at Bemis Rd and Marlow Dr. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check in the amount of **\$2,819.63** is also required at this time. Please return **BOTH** signed agreements (as well as check made payable to **DTE Energy**) to the following address:

DTE Energy  
8001 Haggerty Rd.  
Belleville, MI 48111  
Attn: Brandon Faron  
Community Lighting

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

Sincerely,

*Brandon R. Faron*

Brandon R. Faron  
Account Manager  
Community Lighting

**Exhibit A to Master Agreement**


**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of September 20, 2024 between DTE Electric Company ("Company") and Charter Township of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 22, 2022 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

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

1. DTE Work Order Number:	73787131	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Bemis Rd at Marlow Dr], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (1) 30' direct buried fiberglass pole with black finish and (1) 136w LED with black housing.	
5. Estimated Total Annual Lamp Charges	\$377.85	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Annual Finance Charge if selected	See paragraph 14 below	\$ 0.00
8. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$3,953.18
	Revenue credit:	\$1,133.55
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$2,819.63</b>
	Credit for Post Charge, if selected	\$0.00
9. Payment of CIAC Amount:	Due promptly upon execution of this Agreement <b>\$2,819.63</b>	
10. Term of Agreement  <b>Special Financing Options are available – Please read stipulations within agreement and if desired check the appropriate box below:</b>  Post Charge Option <input type="checkbox"/>	<p>5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p> <p>If Post Charge "box" is checked the Customer agrees to following term:</p> <p>10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p>	

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

13. Special Order Material Terms:

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

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

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

B. Customer will maintain an inventory of at least \_0\_ posts and \_0\_ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at \_\_\_\_\_.  
Access to Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

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

14. Special Financing Options

A. Post Charge Option:

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

**Effective December 15, 2023** - For each increment of \$1,000 of investment which exceeds three times the annual revenue at the prevailing rate at the time of installation, add to rate per year an additional **\$82.56**.

B. Finance Charge Option:

As an alternative, where the required contribution exceeds \$10,000, upon agreement of the customer and the Company, the customer will pay an additional annual charge of the Company's weighted average cost of capital (6.92%) times the contribution amount in lieu of the cash contribution.

\*\*\*\*\*

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

Company:

DTE Electric Company

By: \_\_\_\_\_

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

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

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

Customer:

Charter Township of Ypsilanti

By: \_\_\_\_\_

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

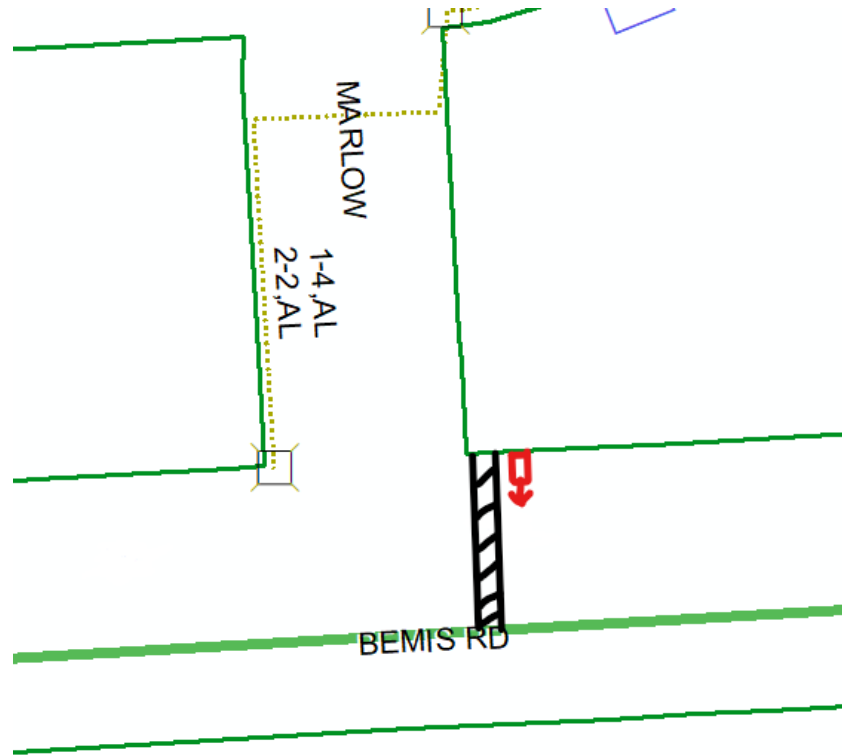
Title: \_\_\_\_\_

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

 SIGN HERE

Attachment 1 to Purchase Agreement

Map of Location





## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: September 25, 2024

**RE: Request Authorization to accept the low bid received for the Civic Center Parking Lot Project from Fonson Company, Inc.**

The Residential Services Department is requesting authorization to accept the low bid received for Civic Center Parking Lot project from Fonson Company, Inc. for \$599,163.76 budgeted in GL#101-902-981.020 as part of the American Rescue Plan Act (ARPA) funding.

The Residential Services Department is also seeking approving of additional scope items that would bring the complete project amount to \$1,049,890.76.

### Additional Scope Items:

Storm Sewer Repairs	\$61,882.00
Water Main Replacement	\$313,845.00
Project Contingency	\$75,000

For the additional scope items, the Storm Sewer repairs is budgeted in the ARPA Storm Sewer and Road Improvement GL# 101-902-981.130. The water main and project contingency approval are contingent on a budget amendment from prior year fund balance of \$400,080.00.

On August 21<sup>st</sup>, 2024 bids were opened at the Township Civic Center where nine bids were received. Bids ranged from \$1,049,890.76 to \$1,544,927.93. Full Bid tab is in attached document.

Fonson Company, Inc is being recommended by OHM due to being the lowest bidder and their reputation for work in Michigan. OHM is confident that they understand the scope of work and can achieve the project goals. If approved, work will take place in the Spring/early Summer of 2024.

John Hines  
Municipal Services Director  
[jhines@ypsitownship.org](mailto:jhines@ypsitownship.org)





August 24, 2024

Mr. John Hines  
Municipal Services Director  
Ypsilanti Township  
7200 S Huron River Dr  
Ypsilanti Township, MI 48197

RE: Stumbo Civic Center Parking Lot, Project 0098-20-0060  
**Bidding Summary**

Sealed bids for the above-mentioned project were received and publicly read aloud by OHM Advisors on Wednesday August 21, 2024, at 9:00 a.m. The list of bidders and the calculated bid amounts are included in the attached bid tabulation. The Engineer's Opinion of Construction Cost for this project was estimated to be approximately \$1,300,000.00. Unit price proposals were received from nine (9) bidders ranging from \$1,049,890.76 to \$1,544,927.93.

The project scope consists of parking lot reconstruction and utility replacement at the Township Civic Center. Replacement of approximately 1.25 acres of an asphalt parking lot including full base aggregate replacement. Remove and replacement of approximately 1,200 ft of curb, 3,200 sq ft of sidewalk, 1,300 feet of 8-inch water main, and some spot replacement of storm sewer piping (12" to 36"). The work to be completed under this Contract includes the furnishing of all materials, equipment, and labor necessary to complete the proposed work, in accordance with the contract documents.

Fonson Company, Inc. located in Brighton, Michigan is the low bidder when comparing total base bid price. Fonson's full unit price breakdown is attached with the tabulation, but is summarized as follows when calculated using the bid unit prices and the Engineer's quantities:

Scope Item	Bid Price	Notes
Parking Lot Removal and Repaving	\$ 599,163.76	Subject to unit prices
Storm Sewer Repairs	\$ 61,882.00	Subject to unit prices
Water Main Replacement	\$ 313,845.00	Subject to unit prices
Contingency Allowance	\$ 75,000.00	
<b>Total Bid / Prospective Award</b>	<b>\$ 1,049,890.76</b>	

OHM Advisors reviewed Fonson's submitted bid and subsequently conducted a Bid Interview with the bidder's representatives. Fonson's written materials and responses to questions indicate an understanding of the bidding documents, plans, and specifications, experience with the size and scope of the project, and the ability to perform the prescribed work for the bid unit prices and within the time allotted. Fonson is prepared, if selected, to execute the draft contract in its current form. Based on this information and the



submitted qualifications, OHM Advisors is of the opinion that Fonson Company Inc. is the "Bidder submitting the lowest responsive Bid" as indicated in the Bid Documents for this project.p

We look forward to continuing to provide our professional services on this project through the construction phase of work. If you have any questions, please do not hesitate to reach out.

Sincerely,

**OHM Advisors**

Matthew D. Parks, P.E.  
Principal

Alexander M. Bade, PE  
Senior Project Manager

Enclosure: Bid Tabulation

cc: Brenda Stumbo, Township Supervisor  
Heather Jarrell Roe, Township Clerk  
Stan Eldridge, Township Treasurer  
Doug Winters, Township Attorney  
Alex Bade, OHM Advisors  
File

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## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: September 25, 2024

**RE: Request Authorization to approve OHM Advisors to provide construction administration for the ARPA Civic Center Parking Lot Renovation project.**

The Residential Services Department is requesting to approve OHM Advisors to provide contract administration and construction engineering for the American Rescue Plan Act (ARPA) project that will renovate the Civic Center Parking Lot for \$119,800.00 that is budgeted in GL#101-902-981.020

On August 21, 2024, nine bids were opened and OHM and Twp staff are bringing forward a vendor for approval for the project.

Scope of Services and hourly not to exceed price to be provided by OHM Advisors:

Task 1: Construction Layout Control Points	(\$4,750)
Task 2: Construction Observation	(\$65,900)
Task 3: Construction Engineering	(\$8,900)
Task 4: Construction Administration	(\$14,750)
Task 5: Materials Testing – G2 Consulting	(\$25,500)
Total:	(\$119,800)

If proposal and vendor are approved, project completion expected in Spring/Summer 2025.

John Hines  
Municipal Services Director  
[jhines@ypsitownship.org](mailto:jhines@ypsitownship.org)

August 20, 2024

**Charter Township of Ypsilanti**

7200 S. Huron River Drive  
Ypsilanti, MI 48197

Attention: Mr. John Hines  
Municipal Services Director

Regarding: **Civic Center Parking Lot and Water Main Improvements  
Proposal for Construction Engineering Services**

Dear Mr. Hines:

OHM Advisors is pleased to submit this proposal for construction engineering services for Tildon R. Stumbo Civic Center Parking Lot project in the Charter Township of Ypsilanti.

**PROJECT UNDERSTANDING**

The proposed project consists of full reconstruction of the Civic Center parking lot located at 7200 S Huron River Drive. The scope of work includes full reconstruction of the “front” parking lot, placed back similar to the existing layout. During design it was decided to slightly modify the front turnaround, in addition to including water main construction and miscellaneous storm sewer replacement following several failures of the existing underground utility infrastructure.

The work will include approximately 6,000 square yards of pavement removal, subbase repair, and asphalt replacement, as well as curb and gutter removal. New water main will be installed and become “looped” to provide redundancy and storm sewer repairs will be made beneath the parking lot. The Township will need to aid in any coordination with the proposed and upcoming courthouse project.

The parking lot design will comply with the current Ypsilanti Township engineering standards for construction including, applicable sections of the Americans with Disabilities Act (ADA), the National Asphalt Pavement Association (NAPA) Standards, and local ordinances.

The construction engineering services will be a collaborative effort with G2 Consulting Group (G2) who will act as the construction materials testing agency. OHM Advisors will be responsible for the construction observation, inspection, and overall contract administration. G2 will be responsible for the asphalt and concrete material testing, base aggregate compaction verification, sampling and analysis of imported soils and stone, and trench density testing.

**SCOPE OF SERVICE**

**Construction Layout Control Points**

OHM will initially stake control points and provide AutoCAD files such that the contractor can perform construction layout and staking of the work. Additional staking requests can be performed on a time-and-materials basis.

**OHM Advisors**

34000 PLYMOUTH ROAD  
LIVONIA, MICHIGAN 48150

T 734.522.6711  
F 734.522.6427

[OHM-Advisors.com](http://OHM-Advisors.com)



### **Construction Observation**

OHM Advisors will provide full time on-site construction observation services for all water main, storm water management, base aggregate, and paving activities. For this proposal, we anticipate two and a half (2.5) full time weeks for the water main system installation and up to six (6) weeks (10 hours a day, 5 days a week) that will require full time inspection for the storm and parking lot construction. In addition, we assume two (2) weeks of part time inspection (20 hours/week). This assumes the project is not phased. If the contractor elects to phase the project, additional time and coordination by OHM may be required. All construction observation also includes supervision of inspection and coordination time both prior to and after the project has been completed. If the contractor requires more time estimated above for the work, additional fees may be required. Coordinating materials testing services will also be included under construction observation. Part time observation will be performed for various restoration activities (e.g. landscape, lawns, striping, etc.).

### **Construction Engineering**

OHM Advisors will provide construction engineering services for the paving portion of this project. Construction engineering services will include, but are not limited to:

- Consulting with and advising the Township or their designated representative during construction.
- Reviewing shop drawings and material certification provided by the contractor.
- Attending one (1) preconstruction meeting.
- Attending bi-weekly progress meetings.
- Answering Requests for Information (RFIs) from the contractor.
- Resolving construction conflicts (i.e. mismarked utilities, interpretation of the contract documents, etc.).
- Providing bulletin information to the contractor and/or subcontractors as well as performing any potential value engineering services.
- Evaluating any proposed design changes.

### **Construction Administration**

OHM Advisors will provide necessary contract administration services for the project. Contract administration services will include the following:

- Assisting the Township in reviewing and processing periodic payment estimates for the contractor.
- Assisting with the preparation of change orders and a final balancing change order.
- Performing preliminary and final reviews of the completed project and preparing substantial completion certificates, along with the preparation of punch lists and any necessary inspection(s) to confirm the resolution for punch list items.
- Supplying the Township with a project record, including inspection reports, sketches, and all other pertinent information after the completion of the project.

### **Materials Testing**

OHM Advisors will retain and subcontract a qualified geotechnical engineering firm to act as the Testing Agency in order to perform construction materials testing on behalf of the Township. At this time, that firm is anticipated to be G2 Consulting Group, who also performed the geotechnical investigation during the design phase. The Testing Agency will:

- Sample stockpiles of imported sands and stone for lab (sieve) analysis and compaction (modified proctor) testing.
- Perform in-place nuclear density testing of trench backfill and base aggregates for pavement.
- Perform compaction testing and extraction/analysis of hot-mix-asphalt products.
- Perform air, slump, and temperature tests of ready-mix concrete as well as collect cylinders for compressive strength testing.
- Advise on the suitability of existing soils which will remain as trench or pavement subgrade.



- Document all tests, analysis, and technical advice in written reports, regularly submitted.
- OHM will coordinate as the Engineer though the contractor will be responsible for scheduling field visits, tests, and sampling directly with the Testin Agency so advance notice can be made.

**FEE SCHEDULE**

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

Construction Layout Control Points	\$ 4,750
Construction Observation	\$ 65,900
Contract Administration	\$ 8,900
Construction Engineering	\$ 14,750
G2 Services (Materials Testing)	\$ 25,500
<b>TOTAL</b>	<b>\$ 119,800 (Hourly not to exceed)</b>

**DELIVERABLES**

A final pay estimate and final acceptance letter will be issued upon project completion as well as copies of the Inspector Daily Reports (including sketches) for record drawing information.

**ASSUMPTIONS AND EXCLUSIONS**

The following assumptions and exclusions are assumed when developing the scope and fee associated with this project.

- No coordination of and/or attendance at meetings associated with the future court improvements project are included. It is assumed that the Court project will already be scheduled or will work around this project. We will plan to invite the appropriate stakeholders to the preconstruction meeting as well as our bi-weekly progress meetings for informational purposes.
- No coordination with AAATA is included or assumed.
- The water main will remain private but if the Township would like this turned over to YCUA in the future, OHM can prepare easements and the appropriate EGLE documentation necessary to facilitate the ownership transfer for additional cost(s). Easement preparation can be done under a separate authorization for approximately \$1,500 - \$2,500.
- Rear parking lot or executive parking lot improvements are not included in the scope. Additional work can be coordinated via change order but would result in a budget amendment for OHM Services to assist with additional work.
- Work is assumed to be completed in the contract duration spelled out in the contract. If the work duration is extended, then OHM may need to request a budget amendment. It is assumed utility work will start in 2024 and paving will start and finish in 2025.

**AUTHORIZATION**

If this proposal is acceptable to you, your signature added below with a full copy returned to me will serve as your approval and our authorization to proceed.

Upon acceptance, this document, the Terms and Conditions, and all other attachments will constitute the entire Agreement between Charter Township of Ypsilanti and OHM Advisors for the construction phase of this project. This agreement shall not be amended, altered, or changed, except by written authorization executed by both parties.

We thank you for this opportunity to provide professional engineering services. Should there be any questions, please don't hesitate to contact us.



Sincerely,  
OHM Advisors

\_\_\_\_\_  
Matthew D. Parks, P.E.

Attachments:     Standard Terms and Conditions

*Charter Township of Ypsilanti*  
**Civic Center Parking Lot and Watermain Improvements  
Proposal for Construction Services**

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)

\_\_\_\_\_

(Other Name)

\_\_\_\_\_

(Title)

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(Date)

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## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: September 25, 2024

**RE: Request Authorization to approve 5-year proposal with OHM Advisors to provide consulting services for planning, execution and reporting of outfall investigations for biennial reporting to the Michigan Department of Environment, Great Lakes and Energy (EGLE).**

The Residential Services Department is requesting to approve the proposal from OHM Advisors to provide consultation and permitting assistance for the Municipal Separate Storm Sewer System (MS4) compliance that is budgeted annually in GL#101-445-801.000. The total amount of the agreement is for a not-to-exceed total of \$46,5000 that will be spread out over a five year term. Annual amount will vary each year depending on if it is a state required permitting year.

Scope of Services and hourly not to exceed price to be provided by OHM Advisors:

Task 1: IDEP Data Collection	(\$23,000)
Task 2: Middle Huron Partners Bi-monthly meetings	(\$5,200)
Task 3: AS NEEDED Outfall location mapping	(\$6,800)
Task 4: AS NEEDED Facility Inspections	(\$2,500)
Task 5: Project Management	(\$3,500)
Laboratory Sampling Allowance	(\$5,500)
Total:	(\$46,500)

Township Staff met with three companies and received quotes. Quotes are below:

OHM:	(\$46,500)
Spicer Group:	(\$114,200)
Stantec:	(\$81,000)

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



**YPSILANTI  
TOWNSHIP**  
— RESIDENTIAL SERVICES DEPARTMENT —

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

OHM's proposal was selected due to being the lowest quote and additionally have historically worked with the township for the MS4 permit process and are familiar with our outfall locations.

John Hines  
Municipal Services Director  
[jhines@ypsitownship.org](mailto:jhines@ypsitownship.org)



September 11, 2024

John Hines  
Municipal Services Director  
Ypsilanti Township  
7200 S. Huron River Dr  
Ypsilanti, MI 48197

RE: Proposal for Professional Services - Municipal Separate Storm Sewer System (MS4) Permit Compliance

Dear Mr. Hines:

Orchard, Hiltz & McCliment, Inc. (OHM Advisors) is pleased to provide this proposal for professional consulting services to Ypsilanti Township (Township) for the planning, execution, and reporting of outfall investigations for biennial reporting to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and additional MS4 permit support. Specifically, the tasks included in this proposal will support the requirements associated with the Townships National Pollutant Discharge Elimination System (NPDES) MS4 permit and future re-applications.

### **PROJECT UNDERSTANDING**

The Township's storm sewer outfall map in the MS4 permit shows seven (7) outfall locations that need to be inspected. It is understood that all locations must be inspected once during each permit cycle, but it is presently unknown how many outfalls are currently within the Township. Our scope of services summarizes the effort we believe it will take to access the known outfall locations by land. OHM will follow the NPDES permit guidelines for outfall inspections and sampling has been included as an as-needed proposal service.

### **SCOPE OF SERVICES**

To complete this effort in the most efficient and effective manner possible, OHM staff will work to perform the following Scope of Services.

#### **Task 1: IDEP Investigations**

Prior to the field investigations, OHM staff will review data as it pertains to outfalls along the Huron River, Superior #1 Drain, Paint Creek and associated Paint Creek tributaries, Willow Run River, and Swan River to determine access points to conduct field investigations. OHM will also review previous outfall access data provided by the Township, if applicable.

#### ***Task 1a: Field Investigation***

OHM staff will conduct an initial survey for the 7 known outfalls that can be safely inspected via land, once for each 5-year permit cycle. Our scope assumes that within the 5 years of this MS4 support, outfalls will be investigated twice for compliance with two permit cycles. Following the initial survey on land, OHM will communicate to the Township the number of outfalls that will require a watercraft to gain access and get agreement to move forward with watercraft inspections. Outfall field investigations will be conducted during dry weather conditions focusing on the structural assessment and the MS4 permit criteria listed below. This assessment will be conducted following at least 48 hours with less than 0.1-inches of precipitation.

- Presence/absence of flow
- Deposits/stains on discharge structure/bank
- Vegetation condition



- Structural condition
- Presence of bacterial sheens, algae, and slimes
- Water clarity
- Color
- Odor
- Floatable materials

If the visual observations indicate a potential illicit discharge, flow is observed, and/or the source of the flow is not immediately identifiable, then sampling will be performed as per the NPDES requirements. Based on the suspected discharge or the pollutant of concern, the following parameters will be assessed:

- Ammonia
- Surfactants
- *E. coli*

Samples will be submitted to an independent testing laboratory and results shared with appropriate Township staff. GPS coordinates will be recorded at each location utilizing sub-foot accuracy and will be provided to the Township in a format that can be utilized in GIS or specified software. Photo documentation will also be taken at each site as reference to condition and flow if present.

#### ***Task 1b: Data Processing and Mapping***

Post processing of field data and map creation will be performed for use in a technical memorandum that will be provided to the Township and included in the Township's biennial MS4 reporting that is submitted to EGLE.

#### ***Task 1c: Technical Memorandum Preparation***

OHM will prepare a technical memorandum summarizing the outfall investigations, which will include field datasheets, laboratory test results, and outfall maps for submittal as documentation required by EGLE during reporting phases of the Township's MS4 permit.

#### **Task 2: Middle Huron Partners Meetings**

OHM staff will attend the bi-monthly Middle Huron Partners meeting hosted by the Huron River Watershed Council on behalf of the Township and provide pertinent information to the Township. Relevant information and public education materials will be shared with the Township and included in the Township's MS4 permit biennial reporting, as necessary.

#### **Task 3: AS NEEDED Outfall Location Mapping**

Existing data indicates that the Township is aware of seven (7) outfall locations, however the data has not been regularly updated and new outfall location may exist that would require inspection and reporting to EGLE. OHM staff will work with the Township to determine priority areas of investigation and conduct field surveys to map new outfalls. This task to include one (1) one hour meeting to determine priority areas and a maximum of 3 days of field investigations.

#### **Task 4: AS NEEDED Facility Inspections**

OHM staff will inspect new facilities or modifications to existing facilities to ensure Township owned buildings are compliant with the Townships MS4 permit and prepare supporting documentation.

#### **Task 5: Project Management**

Under this task, OHM staff will provide quarterly email updates to the Township staff on the status of MS4 permit compliance items and updates from EGLE that may impact permit compliance and the reapplication process. It is anticipated that in addition to the quarterly email updates to the Township, OHM will attend up to five additional meetings with Township staff to support MS4 related questions and/or compliance.



## PROJECT SCHEDULE

OHM will begin work outlined in this proposal within two (2) weeks of authorization and will make progress when weather allows during the 2024 calendar year and again during the 2027 calendar year. Considering this work relies on 48-hours of no precipitation to perform a dry weather inspection, OHM will be strategic in monitoring weather and establishing a plan to perform inspections in a timely manner. In addition to weather conditions, outfall access limitations and seasonal water levels may impact the timeline of the inspections. We will work diligently to complete outfall inspections and provide a technical memorandum during the 2024 seasonal window and then again in the 2027 seasonal window. Our OHM team will keep the Township informed on the progress of inspections throughout the year.

## FEE SCHEDULE

OHM Advisors proposes to provide the above outlined professional services on an hourly, not to exceed basis, in accordance with the continuing services agreement between the Township and OHM. Invoices will be sent monthly as work is performed. OHM staff will conduct an initial survey and inspection for any outfall that can be safely inspected via land. At the conclusion of this survey OHM staff will conduct a second survey where watercraft will be required to gain access to individual outfalls.

Description	Fee
<b>Task 1 IDEP Data Collection</b>	\$23,000.00
<b>Task 2 Middle Huron Partners Bi-Monthly Meetings</b>	\$5,200.00
<b>Task 3 AS NEEDED Outfall Location Mapping</b>	\$6,800.00
<b>Task 4 AS NEEDED Facility Inspections</b>	\$2,500.00
<b>Task 5 Project Management</b>	\$3,500.00
<b>Laboratory Sampling Allowance</b>	\$5,500.00
<b>Total</b>	<b>\$46,500.00</b>

## ASSUMPTIONS/CLARIFICATIONS

OHM has assumed the following in preparing this scope of services and fees:

- Fees have included an escalation of 3% in future calendar years beyond 2024 and 2025.
- The outfall elevations are above the waterline of the receiving waters.
- If necessary, Township staff will assist OHM in connecting with private property owners to gain access to outfalls.
- The Township will pay for the costs of necessary lab testing as covered under the Laboratory Sampling Allowance. The allowance of \$5,500 includes up to 14 laboratory samples accounting for 7 outfalls to be sampled and up to an additional 7 samples collected to track dry weather flow upstream for two sampling seasons, once in 2024 and once in 2027.

## ADDITIONAL SERVICES

OHM will be pleased to provide additional services not outlined in this proposal for this project, each of which would be billed on a time and material basis. A separate proposal would be provided for any such activities. OHM will not perform any additional work without authorization from the Township.

## AUTHORIZATION

If you find this proposal acceptable, please provide authorization to proceed by signing the proposal below and returning it to us. We appreciate the opportunity to provide you with this proposal. Please feel free to contact us if you have any questions or need any additional information at (734) 466-4579.



Sincerely,  
OHM Advisors

A handwritten signature in black ink, appearing to read "Matt Parks, P.E.", positioned above a horizontal line.

Matt Parks, P.E.  
Principal

Encl: Standard Terms and Conditions

cc: Stacie Monte, OHM Advisors  
Valerie Novaes, P.E., OHM Advisors  
Wade Rose, OHM Advisors

## TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



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



**YPSILANTI  
TOWNSHIP**  
— RESIDENTIAL SERVICES 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:** John Hines, Municipal Services Director

**Date:** September 25, 2024

**RE:** **Request authorization to seek sealed quotes for the Ypsilanti Township Sidewalk Repair Program.**

The Residential Services Department is requesting approval to seek quotes through the Request for Quotation process for Ypsilanti Township's sidewalk repair program. The RFQ that will be posted will be for a two year agreement for calendar years 2025 and 2026.

This RFQ goes out bi-annually to seek a contractor for leveling sidewalks throughout the Township. Sidewalks that qualify for leveling are those that create a tripping hazard. The RFQ will be posted on MITN and quotes can be delivered in person to the clerk's department.

RFQ's will be accepted through October 24, 2024. A proposed vendor will be brought before the BOT for approval after the bidding process.

John Hines  
Municipal Services Director  
[jhines@ypsitownship.org](mailto:jhines@ypsitownship.org)  
734-544-3515



**Request for Quotation: Sidewalk Repair Contractor  
Charter Township of Ypsilanti**

**INTRODUCTION**

This document sets forth the general specifications, requirements and responsibilities for a Sidewalk Repair Contractor in providing sidewalk repair services for the Charter Township of Ypsilanti in Ypsilanti, Michigan.

**GENERAL CONDITIONS AND SCOPE OF WORK**

**A. Qualifications**

Contractor must be duly licensed in accordance with all Federal, State and local laws governing the sidewalk repair business.

**B. Quality**

The sidewalk repair contractor, hereinafter, referred to as “Contractor”, will provide and perform all sidewalk repair services in a professional and timely manner as further address in Section – Sidewalk Repair Specifications.

**C. Coverage**

The Contractor is responsible for the repair and finishing of all sidewalks that are deemed as “trip hazards” as described in this project and throughout the Township. All work shall be performed in a professional manner, using quality equipment and materials, all of which must be maintained and operated by the contractor.

**D. General Conditions**

The Contractor will supply all labor, sidewalk repair equipment and safety equipment in good working condition as to be able to perform all aspects of the sidewalk repair.

Contractor shall hold and save harmless the Charter Township of Ypsilanti, hereinafter referred to as “Ypsilanti Township”, from all claims by others whose personnel or property may be damaged or injured by Contractor, its employees or subcontractors including but not limited to the use of equipment or materials.

Contractor shall make reasonable and prompt restitution by cash, replacement or repairs, subject to the approval of Ypsilanti Township, for any damages for which the Contractor is liable, of which Ypsilanti Township shall be sole judge.

Contractor shall ensure that its employees and agents conform to all Federal (OSHA), State and Municipal safety and health regulations, and shall assume full responsibility for any violations and/or non-compliance with such regulations.

Contractor shall ensure that all of its employees and agents abide by all safety rules and regulations, which may be promulgated from time to time by either party as they pertain to the Contractor's operations. Contractor will be responsible for regularly informing its employees of all Federal, State and/or local safety regulations.

Contractor shall comply, at all times with any and all local, State or Federal rules, regulations and laws regarding anti-discrimination and equal opportunity in employment.

Contractor shall at all times maintain good order among its employees and shall ensure compliance with Ypsilanti Township rules and regulations.

Project inspections shall be made by the Contractor after each sidewalk repair project is completed and reviewed with an Ypsilanti Township, Residential Services Department representative at his or her request.

### **SIDEWALK REPAIR SPECIFICATIONS**

According to the Ypsilanti Charter Township Municipal Code, the Township will correct sidewalks that are considered "trip hazards" and have been measured to have a 2" hazard. These specifications include plans to level sidewalks throughout Ypsilanti Township for which the Township is responsible. These repair projects are identified by Township staff and/or resident reports. Any sidewalk slabs that are deemed in need of a full demolition and replacement will not be requested under this Request for Quotations. Ypsilanti Township traditionally levels between **twenty to thirty (20-30)** slabs per year. Please note that additional sidewalk repair projects may be added throughout the year based on resident reports and staff findings and the Contractor would be expected to assist. Addresses will be provided when the Contractor is awarded.

#### **A. General**

- a. Ypsilanti Township recognizes that unforeseen and unpredictable items occur and must be addressed. It is the Contractor's responsibility to bring these items to the attention of Ypsilanti Township.
- b. All work shall be performed by properly supervised, trained personnel in accordance with accepted sidewalk and concrete practices.
- c. Materials shall be applied in accordance with manufacturer's directions.
- d. Adequate personnel and equipment shall be provided to permit the timely completion of all projects.
- e. Any extra debris or material debris shall be removed from project areas at the end of each project day at no additional charge. Contractor shall not leave or place any debris or material debris in public or private dumpsters or trash receptacles.
- f. Contractor is responsible for damage to any private property while completing sidewalk repair projects (i.e. signs, lights, lawns, irrigation lines, etc.) resulting from the Contractor's services. The Contractor is responsible for reporting all damages to Ypsilanti Township in writing within seventy-two (72) hours of each occurrence.
- g. Contractor will provide phone numbers for foreman, supervisors and/or other pertinent staff to Ypsilanti Township when work is being done.
- h. Contractor will provide reports to Ypsilanti Township of work completion.

## **STANDARDS AND OTHER CONDITIONS**

### **A. Independent Contractor**

The Contractor agrees to perform the work described in the quotation as an Independent contractor and not as a subcontractor, agent, or employee of the Charter Township of Ypsilanti.

### **B. Assignment and Subcontracting**

The contract shall not be assigned or subcontracted by the Contractor without Ypsilanti Township's prior written consent, which may be withheld at Ypsilanti Township's sole discretion.

### **C. Revisions to original contract**

Ypsilanti Township shall have the right to make any changes in, additions or delete services from the work described in the contract and may direct the Contractor to perform extra work and the Contractor shall implement such changes and perform extra work. Should any such changes increase, decrease or affect the amount or character of services required in the contract, the price shall be adjusted accordingly. The amount of increase or decrease, if any, in the price shall be determined by agreement between the Contractor and Ypsilanti Township.

### **D. Standards of work – General**

All services shall be performed to the highest standard and in accordance with all Federal, State and local laws. The Contractor will be responsible for ensuring that its staff are familiar with and accomplishes the functions and tasks as outlined in the Specifications.

### **E. Contractor informed as to conditions**

It is agreed that the Contractor is familiar with all physical and other conditions existing at Ypsilanti Township and all other matters in connection with the work to be performed under this contract.

### **F. Storage and security of equipment and supplies**

The Contractor shall have full responsibility for storing equipment and supplies used in connection with the work. No storage space will be provided by Ypsilanti Township.

### **G. Inspection**

Ypsilanti Township contemplates and the Contractor hereby agrees to a thorough inspection by Ypsilanti Township of all work and equipment furnished under this contract.

### **H. Health and Safety**

The Contractor shall observe all Federal, State and local laws and regulations pertaining to health and safety. The Contractor shall take all precautions necessary and shall be responsible for all safety of all work to be performed by Contractor's employees. The Contractor shall not require any person employed by the Contractor to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to this or her health or safety as determined under safety and health

standards promulgated by the U.S. Secretary of Labor. The importance of safety of all workers shall be recognized and accident prevention shall be an integral part of the Contractor's operation. The Contractor shall conduct the work in a safe and practical manner, in conformance with the safety and health standards made applicable to the work by the Federal Occupational Safety and Health Act.

**I. Training**

The Contractor will be solely responsible for ensuring that its employees are trained and competent in the performance of their duties as outlined in the Specifications.

**J. Billing**

Sidewalk repair services will be priced on an annual basis and shall include all equipment and supplies needed to perform within the contract. All contractors are required to complete and submit the Estimate Form (Attachments A).

The Contractor shall submit invoices according to the work being done by the Contractor. Work must be completed in order for Ypsilanti Township to process invoices.

Payments for approved invoices shall be made by Ypsilanti Township within 30-45 days following the billing date of such invoice. Should Ypsilanti Township dispute the contractor's invoice, Ypsilanti Township shall advise the Contractor in writing of the disputed invoice and withhold payment until the dispute is settled by both parties.

**K. Equipment**

The Contractor shall provide all equipment necessary for the effective and efficient sidewalk repair services throughout Ypsilanti Township in accordance with the intent of the Specifications. All equipment shall be state-of-the-art and consistent with good work practices. All equipment shall be kept in working order at all times.

**L. References**

Each submission will provide at least two client references whose properties are comparable in size, profile and services. The information that is to be included for each references includes the property description and address, the Contractor's length of service at the location and a contact name with job title and telephone number.

**M. Insurance and Indemnity**

Contractor will be responsible for the following insurance certificates per the Ypsilanti Township contract provision checklist:

- A. **Workers Compensation** - \$1,000,000 Limit Each Accident
- B. **General Liability** – Combined single limit of \$1,000,000 each occurrence for bodily injury & property damage. Must include 60 day written notice for change of coverage, cancellation or non-renewal of coverage. Additional insured language shall state: **“The Charter Township of Ypsilanti and its past, present and future elected officials shall be named as additional named insured’ on the General Liability Policy with respect to the services provided under this contract”**
- C. **Automobile Liability** – Covers owned, hired and non-owned vehicles with personal protection insurance and property protection. Includes residual liability

insurances with a combined single limit of \$1,000,000 each accident for bodily injury and property damage.

D. **Umbrella Policy/Excess Coverage** – May be used to cover everything

**N. Contract Provisions**

It is the intention of Ypsilanti Township to execute a two (2) year contract for calendar years 2025 and 2026. Ypsilanti Township may terminate Contractor within 48 hours' notice if Contract fails or refuses to perform services as described in this Request for Quotation.

The contract must be reviewed by Ypsilanti Township legal counsel review and be approved by the Ypsilanti Township Board of Directors. If the Township asses any addenda, it will be posted on both ypsitownship.org and MITN.

**O. Rejection of Quotation**

The award will be made to that responsible vendor whose quotation, conforming to this Request for Quotation, will be most advantageous to Ypsilanti Township, price and other factors considered. The Board of Trustees for the Charter Township of Ypsilanti reserves the right to reject any and all responses to this Request for Quotation, in whole or in part, and to waive informalities and minor irregularities in quotations received.

**P. Minimum Quotation Response**

By 2:00 p.m. on Thursday, October 24, 2024, the Contractor shall remit two (2) originals or remit via MITN of its Quotation response to:

**Ypsilanti Township Clerk's Office  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48197**

No fax copies will be accepted

Quotation Responses must include Attachment A along with a current insurance certificate and list of references as described below.

**Questions regarding this Request for Quotations should be directed to Ypsilanti Township Clerk Heather Jarrell Roe at 734-544-4000 or [hjarrellroe@ypsitownship.org](mailto:hjarrellroe@ypsitownship.org) by Friday October 18, 2024.**

Attachment A

**ESTIMATE FORM  
2025-26 SIDEWALK REPAIR SERVICES**

Contractor: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Telephone #: \_\_\_\_\_

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

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**Pricing Schedule**

Contractor's Per Slab Fee: \$\_\_\_\_\_/slab

Contractor's Minimum Slab per project \_\_\_\_\_

**TOTAL ESTIMATE FOR REPAIR SERVICES:** \$\_\_\_\_\_

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



**YPSILANTI  
TOWNSHIP**  
— RESIDENTIAL SERVICES 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:** John Hines, Municipal Services Director

**Date:** September 25, 2024

**RE:** **Request authorization to seek sealed quotes for the Ypsilanti Township Sidewalk Replacement Program.**

The Residential Services Department is requesting approval to seek quotes through the Request for Quotation process for Ypsilanti Township's sidewalk replacement program. The RFQ that will be posted will be for a two year agreement for calendar years 2025 and 2026.

This RFQ goes out bi-annually to seek a contractor for replacing sidewalks throughout the Township. Sidewalks that qualify for replacement are those that crumbled or severely raised and create a tripping hazard. The RFQ will be posted on MITN and quotes can be delivered in person to the clerk's department.

RFQ's will be accepted through October 24, 2024. A proposed vendor will be brought before the BOT for approval after the bidding process.

John Hines  
Municipal Services Director  
[jhines@ypsitownship.org](mailto:jhines@ypsitownship.org)  
734-544-3515





**Request for Quotation: Sidewalk Replacement Contractor  
Charter Township of Ypsilanti**

**INTRODUCTION**

This document sets forth the general specifications, requirements and responsibilities for a Sidewalk Replacement Contractor in providing Sidewalk Replacement services for the Charter Township of Ypsilanti in Ypsilanti, Michigan.

**GENERAL CONDITIONS AND SCOPE OF WORK**

**A. Qualifications**

Contractor must be duly licensed in accordance with all Federal, State and local laws governing the Sidewalk Replacement business.

**B. Quality**

The Sidewalk Replacement contractor, hereinafter, referred to as “Contractor”, will provide and perform all Sidewalk Replacement services in a professional and timely manner as further address in Section – Sidewalk Replacement Specifications.

**C. Coverage**

The contractor is responsible for the demolition and removal of the old slab, forming, pouring and finishing of all sidewalk trip hazards as described in this project and throughout the Township. All work shall be performed in a professional manner, using quality equipment and materials, all of which must be maintained and operated by the contractor.

**D. General Conditions**

The contractor will supply all labor, sidewalk replacement equipment and safety equipment in good working condition as to be able to perform all aspects of the sidewalk replacement.

Contractor shall hold and save harmless the Charter Township of Ypsilanti, hereinafter referred to as “Ypsilanti Township”, from all claims by others whose personnel or property may be damaged or injured by Contractor, its employees or subcontractors including, but not limited to, the use of equipment or materials.

Contractor shall make reasonable and prompt restitution by cash, replacement or repairs, subject to the approval of Ypsilanti Township, for any damages for which the Contractor is liable, of which Ypsilanti Township shall be sole judge.

Contractor shall ensure that its employees and agents conform to all Federal (OSHA), State and Municipal safety and health regulations, and shall assume full responsibility for any violations and/or non-compliance with such regulations.

Contractor shall ensure that all of its employees and agents abide by all safety rules and regulations, which may be promulgated from time to time by either party as they pertain to the Contractor's operations. Contractor will be responsible for regularly informing its employees of all Federal, State and/or local safety regulations.

Contractor shall comply, at all times with any and all local, State or Federal rules, regulations and laws regarding anti-discrimination and equal opportunity in employment.

Contractor shall at all times maintain good order among its employees and shall ensure compliance with Ypsilanti Township rules and regulations.

Project inspections shall be made by the Contractor after each Sidewalk Replacement project is completed and reviewed with an Ypsilanti Township, Residential Services Department representative at his or her request.

#### **SIDEWALK REPLACEMENT SPECIFICATIONS**

According to the Ypsilanti Charter Township Municipal Code, the Township will correct sidewalks that are considered "trip hazards" and have been measured to have a 2" hazard or are visibly falling apart and are unsafe. These specifications include plans to replace sidewalks throughout Ypsilanti Township for which the Township is responsible. These replacement projects are identified by Township staff and/or resident reports. Any sidewalk slabs that are deemed in need of a slab leveling will not be requested under this Request for Quotations. The Contractor is responsible for the demolition and removal of the old slab, forming, pouring and finishing of all sidewalk trip hazards as described in this project. Ypsilanti Township traditionally replaces **ten to thirty (10-30)** slabs per year. Please note that additional replacement projects may be added throughout the year based on resident reports and staff findings and the Contractor would be expected to assist. Addresses will be provided when the Contractor is awarded. Additional slab construction needs, if agreed upon are listed below.

##### **A. General**

- a. Ypsilanti Township recognizes that unforeseen and unpredictable items occur and must be addressed. It is the Contractor's responsibility to bring these items to the attention of Ypsilanti Township.
- b. All work shall be performed by properly supervised, trained personnel in accordance with accepted sidewalk and concrete practices.
- c. Materials shall be applied in accordance with manufacturer's directions.
- d. Adequate personnel and equipment shall be provided to permit the timely completion of all projects.
- e. Any extra debris or material debris shall be removed from project areas at the end of each project day at no additional charge. Contractor shall not leave or place any debris or material debris in public or private dumpsters or trash receptacles.

- f. Contractor is responsible for damage to any private property while completing Sidewalk Replacement projects (i.e. signs, lights, lawns, irrigation lines, etc.) resulting from the Contractor's services. The Contractor is responsible for reporting all damages to Ypsilanti Township in writing within seventy-two (72) hours of each occurrence.
- g. Contractor will provide phone numbers for foreman, supervisors and/or other pertinent staff to Ypsilanti Township when work is being done.
- h. Contractor will provide reports to Ypsilanti Township of work completion.

## **STANDARDS AND OTHER CONDITIONS**

### **A. Independent Contractor**

The Contractor agrees to perform the work described in the quotation as an Independent contractor and not as a subcontractor, agent, or employee of the Charter Township of Ypsilanti.

### **B. Assignment and Subcontracting**

The contract shall not be assigned or subcontracted by the Contractor without Ypsilanti Township's prior written consent, which may be withheld at Ypsilanti Township's sole discretion.

### **C. Revisions to original contract**

Ypsilanti Township shall have the right to make any changes in, additions or delete services from the work described in the contract and may direct the Contractor to perform extra work and the Contractor shall implement such changes and perform extra work. Should any such changes increase, decrease or affect the amount or character of services required in the contract, the price shall be adjusted accordingly. The amount of increase or decrease, if any, in the price shall be determined by agreement between the Contractor and Ypsilanti Township.

### **D. Standards of work – General**

All services shall be performed to the highest standard and in accordance with all Federal, State and local laws. The Contractor will be responsible for ensuring that its staff are familiar with and accomplishes the functions and tasks as outlined in the Specifications.

### **E. Contractor informed as to conditions**

It is agreed that the Contractor is familiar with all physical and other conditions existing at Ypsilanti Township and all other matters in connection with the work to be performed under this contract.

### **F. Storage and security of equipment and supplies**

The Contractor shall have full responsibility for storing equipment and supplies used in connection with the work. No storage space will be provided by Ypsilanti Township.

### **G. Inspection**

Ypsilanti Township contemplates and the Contractor hereby agrees to a thorough inspection by Ypsilanti Township of all work and equipment furnished under this contract.

#### **H. Health and Safety**

The Contractor shall observe all Federal, State and local laws and regulations pertaining to health and safety. The Contractor shall take all precautions necessary and shall be responsible for all safety of all work to be performed by Contractor's employees. The Contractor shall not require any person employed by the Contractor to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to this or her health or safety as determined under safety and health standards promulgated by the U.S. Secretary of Labor. The importance of safety of all workers shall be recognized and accident prevention shall be an integral part of the Contractor's operation. The Contractor shall conduct the work in a safe and practical manner, in conformance with the safety and health standards made applicable to the work by the Federal Occupational Safety and Health Act.

#### **I. Training**

The Contractor will be solely responsible for ensuring that its employees are trained and competent in the performance of their duties as outlined in the Specifications.

#### **J. Billing**

Sidewalk replacement services will be priced on an annual basis and shall include all equipment and supplies needed to perform within the contract. All contractors are required to complete and submit the Estimate Form (Attachments A).

The Contractor shall submit invoices according to the work being done by the Contractor. Work must be completed in order for Ypsilanti Township to process invoices.

Payments for approved invoices shall be made by Ypsilanti Township within 30-45 days following the billing date of such invoice. Should Ypsilanti Township dispute the contractor's invoice, Ypsilanti Township shall advise the Contractor in writing of the disputed invoice and withhold payment until the dispute is settled by both parties.

#### **K. Equipment**

The Contractor shall provide all equipment necessary for the effective and efficient sidewalk replacement services throughout Ypsilanti Township in accordance with the intent of the Specifications. All equipment shall be state-of-the-art and consistent with good work practices. All equipment shall be kept in working order at all times.

#### **L. References**

Each submission will provide at least two client references whose properties are comparable in size, profile and services. The information that is to be included for each references includes the property description and address, the Contractor's length of service at the location and a contact name with job title and telephone number.

#### **M. Insurance and Indemnity**

Contractor will be responsible for the following insurance certificates per the Ypsilanti Township contract provision checklist:

- A. **Workers Compensation** - \$1,000,000 Limit Each Accident
- B. **General Liability** – Combined single limit of \$1,000,000 each occurrence for bodily injury & property damage. Must include 60 day written notice for change of coverage, cancellation or non-renewal of coverage. Additional insured language shall state: **“The Charter Township of Ypsilanti and its past, present and future elected officials shall be named as ‘additional named insured’ on the General Liability Policy with respect to the services provided under this contract”**
- C. **Automobile Liability** – Covers owned, hired and non-owned vehicles with personal protection insurance and property protection. Includes residual liability insurances with a combined single limit of \$1,000,000 each accident for bodily injury and property damage.
- D. **Umbrella Policy/Excess Coverage** – May be used to cover everything

**N. Contract Provisions**

It is the intention of Ypsilanti Township to execute a two (2) year contract for calendar years 2025 and 2026. Ypsilanti Township may terminate Contractor within 48 hours’ notice if Contract fails or refuses to perform services as described in this Request for Quotation.

The contract must be reviewed by Ypsilanti Township legal counsel review and be approved by the Ypsilanti Township Board of Directors. If the Township asses any addenda, it will be posted on both ypsitownship.org and MITN.

**O. Rejection of Quotation**

The award will be made to that responsible vendor whose quotation, conforming to this Request for Quotation, will be most advantageous to Ypsilanti Township, price and other factors considered. The Board of Trustees for the Charter Township of Ypsilanti reserves the right to reject any and all responses to this Request for Quotation, in whole or in part, and to waive informalities and minor irregularities in quotations received.

**P. Minimum Quotation Response**

By 2:00 p.m. on Thursday, October 24, 2024, the Contractor shall remit two (2) originals or remit via MITN of its Quotation response to:

**Ypsilanti Township Clerk’s Office  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48197**

No fax copies will be accepted

Quotation Responses must include Attachment A along with a current insurance certificate and list of references as described below.

Questions regarding this Request for Quotations should be directed to Ypsilanti Township Clerk Heather Jarrell Roe at 734-544-4000 or [hjarrellroe@ypsitownship.org](mailto:hjarrellroe@ypsitownship.org) by Friday, October 18, 2024.

Attachment A

**ESTIMATE FORM  
2025-26 SIDEWALK REPLACEMENT SERVICES**

Contractor: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Telephone #: \_\_\_\_\_

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

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**Pricing Schedule**

Contractor's Per Slab Fee: \$\_\_\_\_\_/slab

Contractor's Minimum Slab per project \_\_\_\_\_

**TOTAL ESTIMATE FOR REPLACEMENT SERVICES:** \$\_\_\_\_\_

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



**YPSILANTI  
TOWNSHIP**  
— RESIDENTIAL SERVICES 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:** John Hines, Municipal Services Director

**Date:** September 25, 2024

**RE:** **Request authorization to seek sealed quotes for the Ypsilanti Township Tree Trimming and Removal program.**

The Residential Services Department is requesting approval to seek quotes through the Request for Quotation process for Ypsilanti Township's tree trimming and removal program. The RFQ that will be posted will be for a two-year agreement for calendar years 2025 and 2026.

This RFQ is to allow the township to be prepared to respond to downed or dead trees in Township parks or on Township properties where Township maintenance staff cannot. The specifications include plans respond to any downed trees throughout Ypsilanti Township parks or properties for which the Township is responsible. The Contractor will be responsible for the trimming, removal, stump grinding and debris removal of various trees within this project. It is unknown the number of projects or trees that will have to be removed or trimmed in a calendar year. Jobs will be performed on an "as requested" basis and be under a total of \$10,000 each.

The RFQ will be posted on MITN and quotes can be delivered in person to the clerk's department. RFQ's will be accepted through October 24, 2024. A proposed vendor will be brought before the BOT for approval after the bidding process.

John Hines  
Municipal Services Director  
[jhines@ypsitownship.org](mailto:jhines@ypsitownship.org)  
734-544-3515



**Request for Quotation: Tree Trimming & Removal Contractor  
Charter Township of Ypsilanti**

**INTRODUCTION**

This document sets forth the general specifications, requirements and responsibilities for a Tree Trimming & Removal Contractor in providing mulch spreading services for the Charter Township of Ypsilanti in Ypsilanti, Michigan.

**GENERAL CONDITIONS AND SCOPE OF WORK**

**A. Qualifications**

Contractor must be duly licensed in accordance with all Federal, State and local laws governing the Tree Trimming & Removal business.

**B. Quality**

The Tree Trimming & Removal contractor, hereinafter, referred to as “Contractor”, will provide and perform all Tree Trimming & Removal services in a professional and timely manner as further address in Section – Tree Trimming & Removal Specifications.

**C. Coverage**

The contractor is responsible to respond to requests by Township staff to trim, remove, and/or stump grind and remove all debris related to the Tree Trimming & Removal as described in this project and throughout Township owned parks and properties. All work shall be performed in a professional manner, using quality equipment and materials, all of which must be maintained and operated by the contractor.

**D. General Conditions**

The contractor will supply all labor, Tree Trimming & Removal equipment and safety equipment in good working condition.

Contractor shall hold and save harmless the Charter Township of Ypsilanti, hereinafter referred to as “Ypsilanti Township”, from all claims by others whose personnel or property may be damaged or injured by Contractor, its employees or subcontractors including, but not limited to, the use of equipment or materials.

Contractor shall make reasonable and prompt restitution by cash, replacement or repairs, subject to the approval of Ypsilanti Township, for any damages for which the Contractor is liable, of which Ypsilanti Township shall be sole judge.

Contractor shall ensure that its employees and agents conform to all Federal (OSHA), State and Municipal safety and health regulations, and shall assume full responsibility for any violations and/or non-compliance with such regulations.



Contractor shall ensure that all of its employees and agents abide by all safety rules and regulations, which may be promulgated from time to time by either party as they pertain to the Contractor's operations. Contractor will be responsible for regularly informing its employees of all Federal, State and/or local safety regulations.

Contractor shall comply, at all times with any and all local, State or Federal rules, regulations and laws regarding anti-discrimination and equal opportunity in employment.

Contractor shall at all times maintain good order among its employees and shall ensure compliance with Ypsilanti Township rules and regulations.

Project inspections shall be made by the Contractor after each Tree Trimming & Removal project is completed and reviewed with an Ypsilanti Township, Residential Services Department representative at his or her request.

### **TREE TRIMMING & REMOVAL SPECIFICATIONS**

It is best practice for Ypsilanti Township be prepared to respond to downed or dead trees in Township parks or on Township properties, where Township maintenance staff cannot. These specifications include plans respond to any downed trees throughout Ypsilanti Township parks or properties for which the Township is responsible. The Contractor is responsible for the trimming, removal, stump grinding and debris removal of various trees within this project. It is unknown the number of projects or trees that will have to be removed or trimmed in a calendar year. Please see below the specific project scope and specifications:

- No work may be performed without proof of insurance
- Jobs will be requested as needed.
- Each job will be valued under \$10,000.
- There is no minimal agreement amount.

#### **A. General**

- a. Ypsilanti Township recognizes that unforeseen and unpredictable items occur and must be addressed. It is the Contractor's responsibility to bring these items to the attention of Ypsilanti Township.
- b. All work shall be performed by properly supervised, trained personnel in accordance with accepted mulch spreading practices.
- c. Materials shall be applied in accordance with manufacturer's directions.
- d. Adequate personnel and equipment shall be provided to permit the timely completion of all projects.
- e. Any extra debris or material debris shall be removed from project areas at the end of each project day at no additional charge. Contractor shall not leave or place any debris or material debris in public or private dumpsters or trash receptacles.
- f. Contractor is responsible for damage to any private property while completing Tree Trimming & Removal projects (i.e. signs, lights, lawns, irrigation lines, etc.) resulting from the Contractor's services. The Contractor is responsible for reporting all damages to Ypsilanti Township in writing within seventy-two (72) hours of each occurrence.
- g. Contractor will provide phone numbers for foreman, supervisors and/or other pertinent staff to Ypsilanti Township when work is being done.
- h. Contractor will provide reports to Ypsilanti Township of work completion.

## **STANDARDS AND OTHER CONDITIONS**

### **A. Independent Contractor**

The Contractor agrees to perform the work described in the quotation as an Independent contractor and not as a subcontractor, agent, or employee of the Charter Township of Ypsilanti.

### **B. Assignment and Subcontracting**

The contract shall not be assigned or subcontracted by the Contractor without Ypsilanti Township's prior written consent, which may be withheld at Ypsilanti Township's sole discretion.

### **C. Revisions to original contract**

Ypsilanti Township shall have the right to make any changes in, additions or delete services from the work described in the contract and may direct the Contractor to perform extra work and the Contractor shall implement such changes and perform extra work. Should any such changes increase, decrease or affect the amount of character of services required in the contract, the price shall be adjusted accordingly. The amount of increase or decrease, if any, in the price shall be determined by agreement between the Contractor and Ypsilanti Township.

### **D. Standards of work – General**

All services shall be performed to the highest standard and in accordance with all Federal, State and local laws. The Contractor will be responsible for ensuring that its staff are familiar with and accomplishes the functions and tasks as outlined in the Specifications.

### **E. Contractor informed as to conditions**

It is agreed that the Contractor is familiar with all physical and other conditions existing at Ypsilanti Township and all other matters in connection with the work to be performed under this contract.

### **F. Storage and security of equipment and supplies**

The Contractor shall have full responsibility for storing equipment and supplies used in connection with the work. No storage space will be provided by Ypsilanti Township.

### **G. Inspection**

Ypsilanti Township contemplates and the Contractor hereby agrees to a thorough inspection by Ypsilanti Township of all work and equipment furnished under this contract.

### **H. Health and Safety**

The Contractor shall observe all Federal, State and local laws and regulations pertaining to health and safety. The Contractor shall take all precautions necessary and shall be responsible for all safety of all work to be performed by Contractor's employees. The Contractor shall not require any person employed by the Contractor to work in surroundings or under working conditions which are unsanitary, hazardous, or

dangerous to this or her health or safety as determined under safety and health standards promulgated by the U.S. Secretary of Labor. The importance of safety of all workers shall be recognized and accident prevention shall be an integral part of the Contractor's operation. The Contractor shall conduct the work in a safe and practical manner, in conformance with the safety and health standards made applicable to the work by the Federal Occupational Safety and Health Act.

**I. Training**

The Contractor will be solely responsible for ensuring that its employees are trained and competent in the performance of their duties as outlined in the Specifications.

**J. Billing**

Tree Trimming & Removal services shall include all labor, equipment and supplies needed to perform within the contract. All contractors are required to complete and submit the Estimate Form (Attachments A).

The Contractor shall submit invoices according to the work being done by the Contractor. Work must be completed in order for Ypsilanti Township to process invoices.

Payments for approved invoices shall be made by Ypsilanti Township within 30-45 days following the billing date of such invoice. Should Ypsilanti Township dispute the contractor's invoice, Ypsilanti Township shall advise the Contractor in writing of the disputed invoice and withhold payment until the dispute is settled by both parties.

**K. Equipment**

The Contractor shall provide all equipment necessary for the effective and efficient Tree Trimming & Removal services throughout Ypsilanti Township in accordance with the intent of the Specifications. All equipment shall be state-of-the-art and consistent with good work practices. All equipment shall be kept in working order at all times.

**L. References**

Each submission will provide at least two client references whose properties are comparable in size, profile and services. The information that is to be included for each references includes the property description and address, the Contractor's length of service at the location and a contact name with job title and telephone number.

**M. Insurance and Indemnity**

Contractor will be responsible for the following insurance certificates per the Ypsilanti Township contract provision checklist:

- A. **Workers Compensation** - \$1,000,000 Limit Each Accident
- B. **General Liability** – Combined single limit of \$1,000,000 each occurrence for bodily injury & property damage. Must include 60 day written notice for change of coverage, cancellation or non-renewal of coverage. Additional insured language shall state: **“The Charter Township of Ypsilanti and its past, present and future elected officials shall be named as ‘additional named insured’ on the General Liability Policy with respect to the services provided under this contract”**

- C. **Automobile Liability** – Covers owned, hired and non-owned vehicles with personal protection insurance and property protection. Includes residual liability insurances with a combined single limit of \$1,000,000 each accident for bodily injury and property damage.
- D. **Umbrella Policy/Excess Coverage** – May be used to cover everything

**N. Contract Provisions**

It is the intention of Ypsilanti Township to execute a two (2) year contract. Ypsilanti Township may terminate Contractor within 48 hours' notice if Contract fails or refuses to perform services as described in this Request for Quotation.

The contract must be reviewed by Ypsilanti Township legal counsel review and be approved by the Ypsilanti Township Board of Directors. If the Township asses any addenda, it will be posted on both ypsitownship.org and MITN.

**O. Rejection of Quotation**

The award will be made to that responsible vendor whose quotation, conforming to this Request for Quotation, will be most advantageous to Ypsilanti Township, price and other factors considered. The Board of Trustees for the Charter Township of Ypsilanti reserves the right to reject any and all responses to this Request for Quotation, in whole or in part, and to waive informalities and minor irregularities in quotations received.

**P. Minimum Quotation Response**

By 10:00 a.m. on Thursday, October 24, 2024, the Contractor shall remit two (2) originals of its Quotation response to:

**Ypsilanti Township Clerk's Office  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48197**

No fax copies will be accepted

Quotation Responses must include Attachment A along with a current insurance certificate and list of references as described below.

**Questions regarding this Request for Quotations should be directed to Ypsilanti Township Clerk Heather Jarrell Roe at 734-544-4000 or [hjarrellroe@ypsitownship.org](mailto:hjarrellroe@ypsitownship.org) by Friday, October 18, 2024.**

**Attachment A**

**ESTIMATE FORM  
2025-26 TREE TRIMMING & REMOVAL SERVICES**

Contractor: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Telephone #: \_\_\_\_\_

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

---

**Pricing Schedule**

Trip Surcharges: \$ \_\_\_\_\_

Travel Time Charges: \$ \_\_\_\_\_

Tree/Brush Trimming: \$ \_\_\_\_\_/hour

Tree Removal: \$ \_\_\_\_\_/hour



## MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

CC: Carl, Rowsey, Compost Facility Manager

Date: September 25, 2024

**RE: Request authorization to seek sealed quotes for Ypsilanti Township Limb & Brush Removal.**

The Residential Services Department is requesting approval to seek quotes through the Request for Quotation process for the curbside removal of Limbs under 6 inches in diameter and brush in Ypsilanti Township for storm clean up and an annual autumn clean up. The RFQ that will be posted will be for a two year agreement for calendar years 2025 and 2026.

This RFQ will allow the township to be prepared to respond when inclement weather happens and promptly react to provide roadside limb and brush removal if needed. If approved, the RFQ would allow staff from the Residential Services Department and Compost Site to work with the potential awarded bidder to coordinate the clean up efforts and alert residents.

The RFQ will also provide a once-per-autumn township wide limb and brush removal for each household. This would happen each year as part of the agreement starting in 2025.

The RFQ will be posted on MITN and quotes can be delivered in person to the clerk's department. RFQ's will be accepted through October 24, 2024. A proposed vendor will be brought before the BOT for approval after the bidding process.

John Hines  
Municipal Services Director  
[jhines@ypsitownship.org](mailto:jhines@ypsitownship.org)  
734-544-3515



**Request for Quotation: Township Limb and Brush Cleanup  
Charter Township of Ypsilanti**

**INTRODUCTION**

This document sets forth the general specifications, requirements and responsibilities for a Curbside Limb and Brush Removal Contractor in providing chipping services for the Charter Township of Ypsilanti in Ypsilanti, Michigan.

**GENERAL CONDITIONS AND SCOPE OF WORK**

**A. Qualifications**

Contractor must be duly licensed in accordance with all Federal, State and local laws governing the Tree Trimming & Removal business.

**B. Quality**

The Tree Trimming & Removal contractor, hereinafter, referred to as “Contractor”, will provide and perform all Tree Trimming & Removal services in a professional and timely manner as further address in Section – Tree Trimming & Removal Specifications.

**C. Coverage**

The contractor is responsible to respond to requests by Township staff to trim, remove, and/or stump grind and remove all debris related to the Tree Trimming & Removal as described in this project and throughout Township owned parks and properties. All work shall be performed in a professional manner, using quality equipment and materials, all of which must be maintained and operated by the contractor.

**D. General Conditions**

The contractor will supply all labor, Tree Trimming & Removal equipment and safety equipment in good working condition.

Contractor shall hold and save harmless the Charter Township of Ypsilanti, hereinafter referred to as “Ypsilanti Township”, from all claims by others whose personnel or property may be damaged or injured by Contractor, its employees or subcontractors including, but not limited to, the use of equipment or materials.

Contractor shall make reasonable and prompt restitution by cash, replacement or repairs, subject to the approval of Ypsilanti Township, for any damages for which the Contractor is liable, of which Ypsilanti Township shall be sole judge.

Contractor shall ensure that its employees and agents conform to all Federal (OSHA), State and Municipal safety and health regulations, and shall assume full responsibility for any violations and/or non-compliance with such regulations.

Contractor shall ensure that all of its employees and agents abide by all safety rules and regulations, which may be promulgated from time to time by either party as they pertain to the Contractor's operations. Contractor will be responsible for regularly informing its employees of all Federal, State and/or local safety regulations.

Contractor shall comply, at all times with any and all local, State or Federal rules, regulations and laws regarding anti-discrimination and equal opportunity in employment.

Contractor shall at all times maintain good order among its employees and shall ensure compliance with Ypsilanti Township rules and regulations.

Project inspections shall be made by the Contractor after each Tree Trimming & Removal project is completed and reviewed with an Ypsilanti Township, Residential Services Department representative at his or her request.

### **LIMB AND BRUSH REMOVAL SPECIFICATIONS**

It is best practice for Ypsilanti Township be prepared to respond to severe inclement weather and the effects on trees and brush on resident's properties. It is also best to offer an annual occurrence for residents to leave excess limbs and brush on their easement for disposal.

These specifications include plans to respond to a selected area or township wide limb and brush storm damage clean up that is coordinated with township staff. It also includes plans for a one time per year autumn coordinated effort to offer limb under 6 inches and brush removal from the entirety of Ypsilanti Township homes. Roughly 15,000 households.

The Contractor is responsible for the removal, chipping and disposal at our compost site of curbside limbs up to 6 inches in diameter and brush within this project. It is unknown the number of projects households that will be serviced in a calendar year. Please see below the specific project scope and specifications:

- No work may be performed without proof of insurance
- Jobs will be requested as needed.
- There is no minimal agreement amount.

#### **A. General**

- a. Ypsilanti Township recognizes that unforeseen and unpredictable items occur and must be addressed. It is the Contractor's responsibility to bring these items to the attention of Ypsilanti Township.
- b. All work shall be performed by properly supervised, trained personnel in accordance with accepted mulch spreading practices.
- c. Materials shall be applied in accordance with manufacturer's directions.
- d. Adequate personnel and equipment shall be provided to permit the timely completion of all projects.
- e. Any extra debris or material debris shall be removed from project areas at the end of each project day at no additional charge. Contractor shall not leave or place any debris or material debris in public or private roadways, dumpsters or trash receptacles.
- f. Contractor is responsible for damage to any private property while completing Limb & Brush Removal projects (i.e. signs, lights, lawns, irrigation lines, etc.) resulting from the Contractor's services. The Contractor is responsible for



- reporting all damages to Ypsilanti Township in writing within seventy-two (72) hours of each occurrence.
- g. Contractor will provide phone numbers for foreman, supervisors and/or other pertinent staff to Ypsilanti Township when work is being done.
  - h. Contractor will provide reports to Ypsilanti Township of work completion.

## **STANDARDS AND OTHER CONDITIONS**

### **A. Independent Contractor**

The Contractor agrees to perform the work described in the quotation as an Independent contractor and not as a subcontractor, agent, or employee of the Charter Township of Ypsilanti.

### **B. Assignment and Subcontracting**

The contract shall not be assigned or subcontracted by the Contractor without Ypsilanti Township's prior written consent, which may be withheld at Ypsilanti Township's sole discretion.

### **C. Revisions to original contract**

Ypsilanti Township shall have the right to make any changes in, additions or delete services from the work described in the contract and may direct the Contractor to perform extra work and the Contractor shall implement such changes and perform extra work. Should any such changes increase, decrease or affect the amount or character of services required in the contract, the price shall be adjusted accordingly. The amount of increase or decrease, if any, in the price shall be determined by agreement between the Contractor and Ypsilanti Township.

### **D. Standards of work – General**

All services shall be performed to the highest standard and in accordance with all Federal, State and local laws. The Contractor will be responsible for ensuring that its staff are familiar with and accomplishes the functions and tasks as outlined in the Specifications.

### **E. Contractor informed as to conditions**

It is agreed that the Contractor is familiar with all physical and other conditions existing at Ypsilanti Township and all other matters in connection with the work to be performed under this contract.

### **F. Storage and security of equipment and supplies**

The Contractor shall have full responsibility for storing equipment and supplies used in connection with the work. No storage space will be provided by Ypsilanti Township.

### **G. Inspection**

Ypsilanti Township contemplates and the Contractor hereby agrees to a thorough inspection by Ypsilanti Township of all work and equipment furnished under this contract.

### **H. Health and Safety**

The Contractor shall observe all Federal, State and local laws and regulations pertaining to health and safety. The Contractor shall take all precautions necessary and shall be responsible for all safety of all work to be performed by Contractor's employees. The Contractor shall not require any person employed by the Contractor to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to this or her health or safety as determined under safety and health standards promulgated by the U.S. Secretary of Labor. The importance of safety of all workers shall be recognized and accident prevention shall be an integral part of the Contractor's operation. The Contractor shall conduct the work in a safe and practical manner, in conformance with the safety and health standards made applicable to the work by the Federal Occupational Safety and Health Act.

**I. Training**

The Contractor will be solely responsible for ensuring that its employees are trained and competent in the performance of their duties as outlined in the Specifications.

**J. Billing**

Limb & Brush Removal services shall include all labor, equipment and supplies needed to perform within the contract. All contractors are required to complete and submit the Estimate Form (Attachments A).

The Contractor shall submit invoices according to the work being done by the Contractor. Work must be completed in order for Ypsilanti Township to process invoices.

Payments for approved invoices shall be made by Ypsilanti Township within 30-45 days following the billing date of such invoice. Should Ypsilanti Township dispute the contractor's invoice, Ypsilanti Township shall advise the Contractor in writing of the disputed invoice and withhold payment until the dispute is settled by both parties.

**K. Equipment**

The Contractor shall provide all equipment necessary for the effective and efficient Limb & Brush Removal services throughout Ypsilanti Township in accordance with the intent of the Specifications. All equipment shall be state-of-the-art and consistent with good work practices. All equipment shall be kept in working order at all times.

**L. References**

Each submission will provide at least two client references whose properties are comparable in size, profile and services. The information that is to be included for each references includes the property description and address, the Contractor's length of service at the location and a contact name with job title and telephone number.

**M. Insurance and Indemnity**

Contractor will be responsible for the following insurance certificates per the Ypsilanti Township contract provision checklist:

- A. **Workers Compensation** - \$1,000,000 Limit Each Accident
- B. **General Liability** – Combined single limit of \$1,000,000 each occurrence for bodily injury & property damage. Must include 60 day written notice for change of coverage, cancellation or non-renewal of coverage. Additional insured

language shall state: **“The Charter Township of Ypsilanti and its past, present and future elected officials shall be named as ‘additional named insured’ on the General Liability Policy with respect to the services provided under this contract”**

- C. **Automobile Liability** – Covers owned, hired and non-owned vehicles with personal protection insurance and property protection. Includes residual liability insurances with a combined single limit of \$1,000,000 each accident for bodily injury and property damage.
- D. **Umbrella Policy/Excess Coverage** – May be used to cover everything

**N. Contract Provisions**

It is the intention of Ypsilanti Township to execute a two (2) year contract. Ypsilanti Township may terminate Contractor within 48 hours’ notice if Contract fails or refuses to perform services as described in this Request for Quotation.

The contract must be reviewed by Ypsilanti Township legal counsel review and be approved by the Ypsilanti Township Board of Directors. If the Township asses any addenda, it will be posted on both ypsitownship.org and MITN.

**O. Rejection of Quotation**

The award will be made to that responsible vendor whose quotation, conforming to this Request for Quotation, will be most advantageous to Ypsilanti Township, price and other factors considered. The Board of Trustees for the Charter Township of Ypsilanti reserves the right to reject any and all responses to this Request for Quotation, in whole or in part, and to waive informalities and minor irregularities in quotations received.

**P. Minimum Quotation Response**

By 10:00 a.m. on Thursday, October 24, 2024, the Contractor shall remit two (2) originals of its Quotation response to:

**Ypsilanti Township Clerk’s Office  
Charter Township of Ypsilanti  
7200 South Huron River Drive  
Ypsilanti, MI 48197**

No fax copies will be accepted

Quotation Responses must include Attachment A along with a current insurance certificate and list of references as described below.

**Questions regarding this Request for Quotations should be directed to Ypsilanti Township Clerk Heather Jarrell Roe at 734-544-4000 or [hjarrellroe@ypsitownship.org](mailto:hjarrellroe@ypsitownship.org) by Friday, October 18, 2024.**

**Attachment A**

**ESTIMATE FORM  
2025-26 TREE TRIMMING & REMOVAL SERVICES**

Contractor: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Telephone #: \_\_\_\_\_

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

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**Pricing Schedule**

Brush & Limbs under 6 inches Removal:                      \$\_\_\_\_\_/hour

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

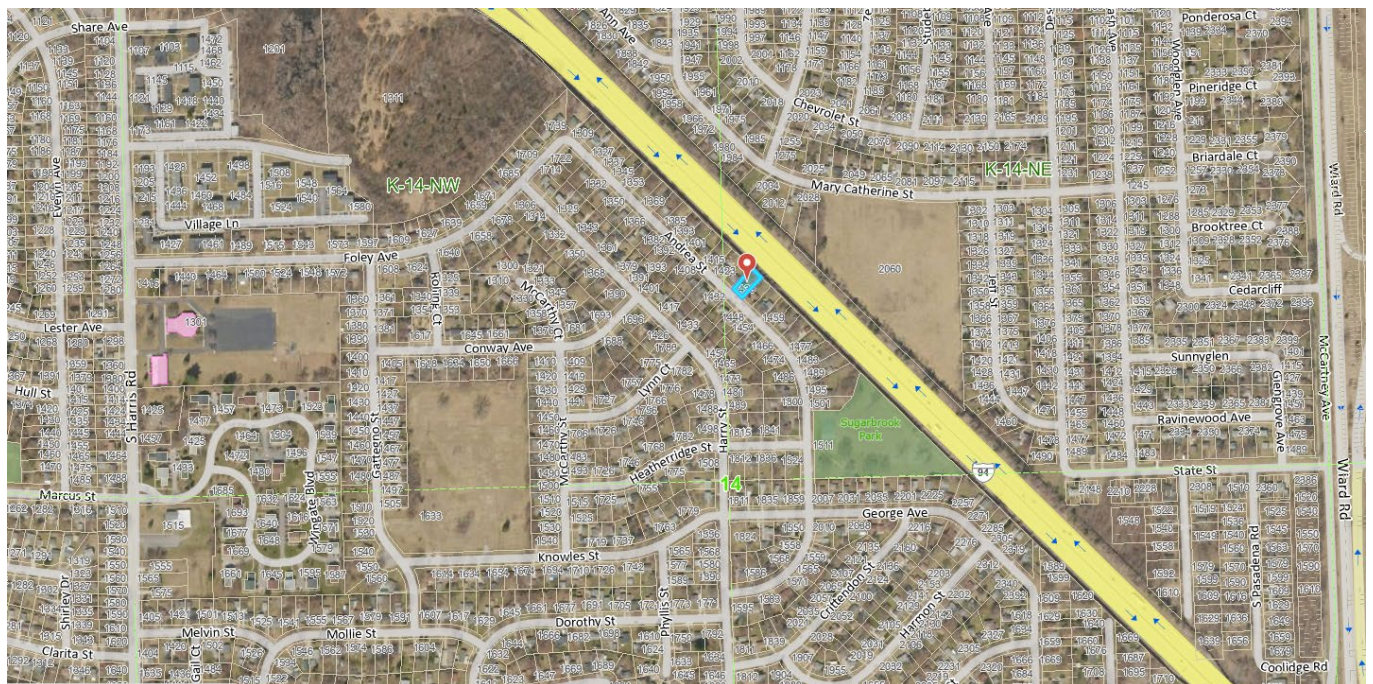
From: Belinda Kingsley, Community Compliance Director

Re: **Request to receive authorization for Circuit Court litigation to abate a public nuisance at a property identified as 1439 Andrea St.; budgeted in line item 101-729-801.023.**

Date: September 27, 2024

The Ypsilanti Township Ordinance Department has investigated a public nuisance, at 1439 Andrea St., for which authorization is requested to engage legal services to abate said nuisance.

**1439 Andrea St.**



The property identified as 1439 Andrea St. is located southwest of I-94 and east of S Harris, in an R-5 One-Family Residential zone known as the Willow Heights neighborhood. The property is titled in the Estate of Mae Ola Roberson. Based on conversations with a family member the house is occupied by Brian Roberson, son of Mae Roberson, Annie Roberson, daughter of Mae Roberson, and possibly Annie's adult son, Dante Roberson. Although the owner has been

deceased since March 25, 2013, the house has remained in the name of the Estate of Mae Ola Roberson, and not transferred to the heirs.

In June of 2022, the Township was contacted regarding the exterior of the property being blighted. A Notice of Violation was issued on June 2, 2022, requiring bags of trash be removed and also to remove a vehicle parked in the backyard. On June 28, 2022, Ordinance Administrator Tom Greenwood re-inspected and noted that the exterior was significantly worse than on the previous inspection. A second Notice of Violation was issued at that time for a failed water heater inspection, an electrical meter issue, a dilapidated shed in the yard, along with the blight that had not been removed from the yard.

When the blight was not removed on re-inspection, a citation was issued on July 5, 2022, requesting a formal hearing in District Court, and was heard on August 17, 2022. The Judge adjourned the case to October 19, 2022, to allow time for the residents to complete the required remediation on their own and issued an Order permitting the Township to enter the property to remove the blight after that date. There were delays in getting the Order, but on December 12, 2022, the Township had the yard cleaned up by a contractor.

The OCS Department was recently contacted regarding a reoccurrence of blight in the backyard, the presence of rodents and a potential fire hazard for the occupants. An inspection was performed on September 26, 2024, and it was confirmed that there is trash in the backyard again. As shown in the attached photos, the situation is similar to the conditions found in 2022.

The unsanitary condition of this property needs to be resolved, with a court order, as soon as possible to prevent impact to the neighboring properties. As you are aware, the Township continues to spend thousands of dollars each year in an attempt to combat the rodent issues that are prevalent. Once a Court Order is in place we will have the property inspected and treated by Orkin.

Authorization to initiate legal action in Circuit Court to address the public nuisance this property represents is requested. Thank you for your consideration and your continued support for our efforts to remove public nuisances from the Township.







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 555 Berkley St.; budgeted in line item 101-729-801.023.**

Date: September 25, 2024

The Ypsilanti Township Ordinance Department has investigated a public nuisance, at 555 Berkley St., for which authorization is requested to engage legal services to abate said nuisance.

## 555 Berkley St.



The property identified as 555 Berkley St. is located south of Washtenaw, north of Packard and east of Hewitt, in an R-5 One-Family Residential zone. The property is titled in the names of Gloria and Kenneth (deceased 2017) Aldridge. Based on conversations with the family, Gloria Aldridge resides with her daughter, and the house has been vacant for a number of years.

The Township received a complaint in 2022 that the house was vacant and although the lawn was being mowed the house was not being maintained. After numerous attempts to make contact with the owner the Township eventually received a Vacant Property Registration and scheduled an inspection. Photos from the inspection show a house that has not been occupied for some time and contained an excessive amount of household contents and belongings. The property owner and her grandson stated at that time that they were going to get a dumpster and get the interior cleaned out. Unfortunately, the certification process was not followed to the end and the property was not cleared of the excess contents.

In June 2024, OCS received a Vacant Property Registration from the mortgage servicer, Select Portfolio Servicing. The property owner had reported to them that the property was vacant, renovations were being performed and she would be moving back into the house. Select Portfolio Servicing confirmed the vacancy in June and filed the registration. An inspection was scheduled, and a lock out occurred. A second inspection was scheduled and performed on September 10, 2024.

The house has deteriorated significantly since the inspection in 2022. The same household contents and belongings remain, and there has been structural damage caused by water leaks, possibly the roof. A Notice of Violation – Condemnation was issued requiring the property owner to abate the violations that have created a non-habitable structure. At the time of inspection, the property owner’s daughter stated, again, that they would get a dumpster and clean out the interior.

Given the amount of time that the house has been vacant and left in this deplorable condition, and the fact that there was no progress in cleaning up the interior in the two years between inspections, it is unlikely that the property owner and her family will follow through as requested. They have had ample time to remove the excessive contents in the house and make necessary repairs but have instead permitted the house deteriorate to its current condition.

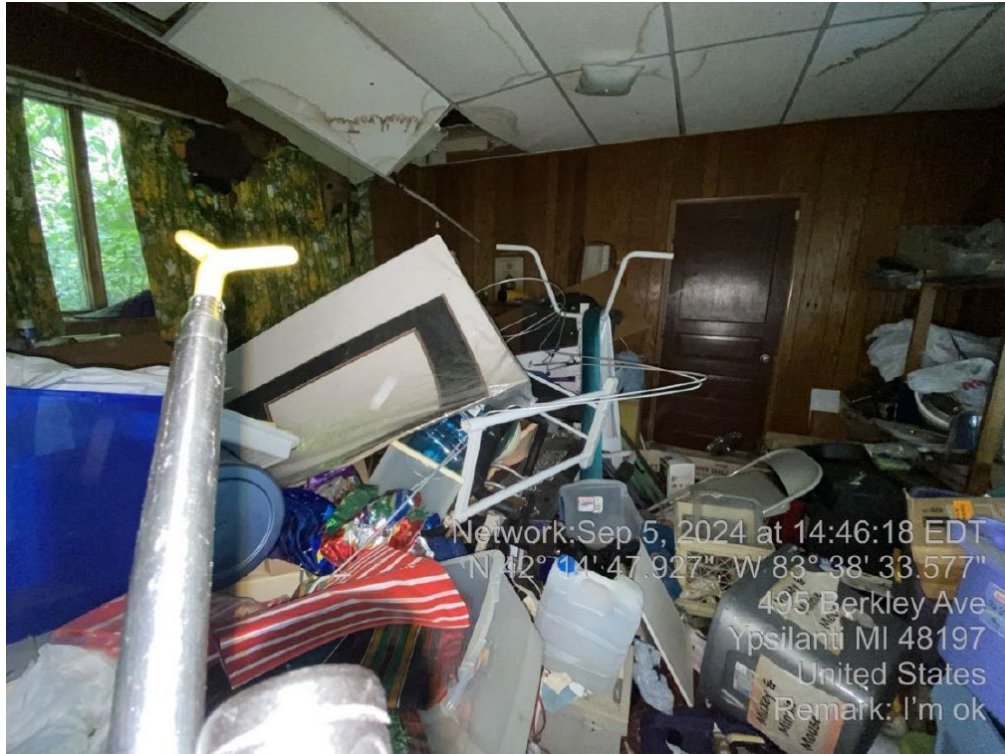
I contacted Select Portfolio Servicing, the mortgage servicing company, and spoke to the Code Compliance Representative that is handling the property. She confirmed that the house is not in foreclosure, and the most recent payment was received in September. They were unaware of the condition of the interior, and are unable to participate in abating the violations since they do not have possession of the property.

A request to have the house inspected by Orkin was denied by the property owner’s daughter but can be requested through the court proceedings if litigation is approved.

Authorization to initiate legal action in Circuit Court to address the public nuisance this property represents is requested.

Thank you for your consideration and your continued support for our efforts to remove public nuisances from the Township.





**CHARTER TOWNSHIP OF YPSILANTI  
2024 BUDGET AMENDMENT # 12**

October 1, 2024

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND** **Total Increase** \$425,080.00

Request to increase the budget for mowing Township properties contracted out by Looking Good. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$25,000.00
		Net Revenues	<u><u>\$25,000.00</u></u>
Expenditures:	Mowing Properties	101-729-961.001	\$25,000.00
		Net Expenditures	<u><u>\$25,000.00</u></u>

Request to increase the budget for the Civic Center parking lot and water main ARPA project. This is for the water main and project contingency. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$400,080.00
		Net Revenues	<u><u>\$400,080.00</u></u>
Expenditures:	Civic Center -Parking Lot & Water Main	101-902-981.020	\$400,080.00
		Net Expenditures	<u><u>\$400,080.00</u></u>

**206 - FIRE FUND** **Total Increase** \$78,000.00

Request to increase the budget for overtime due to the shortage of firefighter staff. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	206-000-699.999	\$78,000.00
		Net Revenues	<u><u>\$78,000.00</u></u>
Expenditures:	Regular Overtime	206-336-709.000	\$780,000.00
		Net Expenditures	<u><u>\$780,000.00</u></u>

**236 - 14B DISTRICT COURT FUND** **Total Increase** \$16,062.00

Request to increase the budget for the grant received for document control - shredding and the overtime line for the employees working the special hours. This will be funded by a grant.

Revenues:	Other State Grants	236-000-546.100	\$16,062.00
		Net Revenues	<u><u>\$16,062.00</u></u>
Expenditures:	Regular Overtime	236-286-709.000	\$14,920.00
	FICA	236-286-715.000	\$1,142.00
		Net Expenditures	<u><u>\$16,062.00</u></u>

Motion to Amend the 2024 Budget (#12)

Move to increase the General Fund budget by \$425,080 to \$27,518,748 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$78,000 to \$5,319,952 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$16,062 to \$1,805,936 and approve the department line item changes as outlined.

# OTHER BUSINESS

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# PUBLIC COMMENTS

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# **BOARD MEMBER UPDATES**

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