

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. on a Zoom Virtual Board meeting. Supervisor Stumbo stated because this meeting is on Zoom we would not be able to do The Pledge of Allegiance or a moment of silent prayer. Supervisor Stumbo asked that they remember Art Serafinski, a former Township Employee who passed away from Covid-19 as well as other people in our community. Supervisor Stumbo asked for prayers for everyone to stay safe and do whatever we can to keep people safe in our community, in our County, and in our Country.

Members Present: Supervisor Stumbo, Clerk Lovejoy Roe, Treasurer Doe
Trustees: Stan Eldridge, Heather Jarrell Roe
Monica Ross-Williams, and
Jimmie Wilson (joined at 7:10pm)

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

**A. 7:00PM – RESOLUTION 2020-09, CREATION OF NEIGHBORHOOD
STREETLIGHT SPECIAL ASSESSMENT DISTRICT #218 FOR VILLAGE AT
MAJESTIC LAKES AND MAJESTIC LAKES ESTATES (PUBLIC HEARING SET
AT THE MARCH 3, 2020 REGULAR MEETING)**

Supervisor Stumbo declared the Public Hearing opened at 7:01PM.

No Public Comments.

Supervisor Stumbo declared the Public Hearing closed at 7:02PM.

Clerk Lovejoy Roe read an email she received from Mr. Matthew Petty, Township Resident who stated he received the letter regarding the streetlights and cameras for his neighborhood and he thought it was great. (see attached)

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Resolution 2020-09, Creation of Neighborhood Streetlight Special Assessment District #218 for Village at Majestic Lakes and Majestic Lakes Estates (Public Hearing Set at the March 3, 2020 Regular Meeting) (see attached)

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo..... Yes	Doe.....Yes

Trustee Wilson – absent for vote

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 2**

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

A. MINUTES OF THE MARCH 3, 2020 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR MARCH 17, 2020 IN THE AMOUNT OF \$1,018,863.14**
- 2. CHOICE HEALTH CARE DEDUTIBLE ACH EFT FOR FEBRUARY 2020 IN THE AMOUNT OF \$47,109.23**
- 3. CHOICE HEALTH CARE ADMIN FEE FOR FEBRUARY 2020 IN THE AMOUNT OF \$1,201.50**
- 4. STATEMENTS AND CHECKS FOR APRIL 7, 2020 IN THE AMOUNT OF \$1,464,561.28**
- 5. STATEMENTS AND CHECKS FOR APRIL 21, 2020 IN THE AMOUNT OF \$833,206.50**
- 6. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MARCH 2020 IN THE AMOUNT OF \$56,570.88**
- 7. CHOICE HEALTH CARE ADMIN FEE FOR MARCH 2020 IN THE AMOUNT OF \$1,173.00**

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

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo..... Yes	Doe.....Yes

Trustee Wilson – absent for vote

The motion carried unanimously.

C. FEBRUARY 2020 TREASURER’S REPORT

D. MARCH 2020 TREASURER’S REPORT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Treasurer’s Report.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 3**

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo..... Yes Doe.....Yes

The motion carried unanimously.

ATTORNEY REPORT

1. GENERAL LEGAL UPDATE

Attorney Winters stated that it was good to see the Board Members faces since it has been several weeks since the last board meeting. He said that although it has been challenging at times all the Officials and the Township Employees have been very helpful keeping the Township conducting business, still moving forward but from a distance using this technology. He said he would like everyone to stay safe and hope it will be soon seeing everyone face to face again.

NEW BUSINESS

1. REQUEST TO APPROVE THE FIFTH AMENDMENT TO THE MASTER DEED OF CRYSTAL PONDS CONDOMINIUM

A motion was made by Clerk Lovejoy Roe supported by Trustee Eldridge to Approve the Fifth Amendment to the Master Deed of Crystal Ponds Condominium (see attached).

Supervisor Stumbo asked Attorney Winters if the Amendment was in proper form. Attorney Winters stated that he had examined it and it was in proper form.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo..... Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

2. REQUEST TO APPROVE AMENDMENT TO THE WASHTENAW COUNTY PARKS AND RECREATION BORDER TO BORDER TRAIL SEGMENT FOR BRIDGE RD. TO SNOW RD. IN THE AMOUNT OF \$200,000.00

A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve the Amendment to the Washtenaw County Parks and Recreation Border to Border Trail Segment for Bridge Rd. to Snow Rd. in the Amount of \$200,000.00 (see attached).

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 4**

Mike Hoffmeister, Residential Services Director stated this was 100% funded by Washtenaw County Parks and Recreation. He said it was to complete the Border to Border Trail North of Hydro Park.

Supervisor Stumbo stated that no Ypsilanti Township taxes will go for this project because it was 100% funded by Washtenaw County Parks and Recreation.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo..... Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

3. REQUEST TO APPROVE AGREEMENT WITH OHM FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE GROVE ROAD PATHWAY FOR NORTH HYDRO PARK AND SNOW RD. TO RAWSONVILLE RD. IN THE AMOUNT OF \$23,885.00 TO BE BUDGETED IN LINE ITEM #212-970-000-997-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Agreement with OHM for Construction Phase Engineering Services for the Grove Road Pathway for North Hydro Park and Snow Rd. to Rawsonville Rd. in the Amount of \$23,885.00 to be budgeted in Line Item #212-970-000-997-000 Contingent Upon Approval of the Budget Amendment (see attached).

Mike Hoffmeister, Residential Services Director stated this was for the construction Services from OHM for the previous agenda item that is also 100% funded from Washtenaw County Parks and Recreation.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo..... Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

4. REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE ANN ARBOR YMCA AND YPSILANTI TOWNSHIP FOR SUMMER DAY CAMP PROGRAMS BEING HELD AT THE COMMUNITY CENTER

A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve a Memorandum of Understanding Between the Ann Arbor YMCA and Ypsilanti Township for Summer Day Camp Programs being Held at the Community Center (see attached).

Mike Hoffmeister, Residential Services Director stated this was an agreement with the YMCA for summer camps to be held at Ypsilanti Township Community Center. He said this was a way for the YMCA to be involved in programs in the Township

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 5**

prior to them possibly opening a YMCA in Ypsilanti Township in the near future. He said they would assist the Township in filling the void by providing the summer camps at our Community Center servicing the Ypsilanti Township community.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo.....Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

5. REQUEST TO APPROVE LETTER OF AGREEMENT WITH SPICER GROUP FOR MATERIALS TESTING AND INSPECTION RELATED TO THE BURNS PARK TENNIS AND PICKLEBALL COURTS IN THE AMOUNT OF \$7,500.00 BUDGETED IN LINE ITEM #101-774-000-808-011

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve Letter of Agreement with Spicer Group for Materials Testing and Inspection Related to the Burns Park Tennis and Pickleball Courts in the Amount of \$7,500.00 Budgeted in Line Item #101-774-000-808-011 (see attached).

Mike Hoffmeister, Residential Services Director stated this was an agreement with Spicer Group for material testing and inspection of the Tennis and Pickleball Courts at Burns Park.

Supervisor Stumbo asked when this project would start and an estimation for completion.

Kevin Wilks, Spicer Group, stated they have been in contact with the Contractors and they assure him that this project would be the first on their list when the Stay At Home order is lifted. He said if there were no more extensions to the Stay At Home order they anticipate the completion date to be June 15, 2020.

Supervisor Stumbo stated this was a priority for the Park Commission due to safety issues with the tennis courts.

Trustee Ross-Williams stated she was thankful for Mike Hoffmeister moving this forward and glad that this was being done because this was a project that Art Serafinski pushed for when she was on the Park Commission.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo.....Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 6**

6. REQUEST TO GRANT AND CONVEY AN EASEMENT FOR STORM AND ROAD DRAINAGE PURPOSES ON GROVE ROAD AT LOONFEATHER PARK TO THE WASHTENAW COUNTY ROAD COMMISSION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Request to Grant and Convey an Easement for Storm and Road Drainage Purposes on Grove Road at Loonfeather Park to the Washtenaw County Road Commission (see attached).

Supervisor Stumbo asked Attorney Winters if this was in proper form.

Attorney Winters stated it was in proper form and said this easement came about due to all the stabilization work the Road Commission had completed on Grove Road.

Clerk Lovejoy Roe thanked Attorney Winters for all the work he had done with this project because it was many hours of work to put this together and making sure the Township interests were protected. She said Attorney Winters made sure we didn't violate any rules because Loonfeather Park was originally paid for with Grant money and there were strict guidelines attached to the grant.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo.....Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

7. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF A PEDESTRIAN CROSSING ON HEWITT RD. CROSSING AT BURNS AVENUE TO HARDING AVENUE IN THE AMOUNT OF \$79,185.00 BUDGETED IN LINE ITEM #101-446-000-818-022 AND TO APPROVE A TRAFFIC CONTROL DEVICE AGREEMENT FOR MAINTENANCE OF THE DEVICE

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Agreement with the Washtenaw County Road Commission for the Installation of a Pedestrian Crossing on Hewitt Rd. Crossing at Burns Avenue to Harding Avenue in the Amount of \$79,185.00 Budgeted in Line Item #101-446-000-818-022 and to Approve a Traffic Control Device Agreement for Maintenance of the Device (see attached).

Supervisor Stumbo stated that there was a very dangerous pedestrian crossing on Hewitt Road. She said our Neighborhood Watch Coordinator was hit by a vehicle at this crossing and was seriously injured. She said they were moving the crossing to a safer location on Hewitt Road and added a sidewalk project to it.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 7**

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo.....Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

8. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD DUST CONTROL IN THE AMOUNT OF \$5,847.93 BUDGETED IN LINE ITEM #212-212-000-818-006

A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Approve Agreement with the Washtenaw County Road Commission for Local Road Dust Control in the Amount of \$5,847.93 Budgeted in Line Item #212-212-000-818-006 (see attached).

Supervisor Stumbo stated that this was something that is done every year.

Jarrell Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Lovejoy Roe.....Yes Stumbo.....Yes Wilson.....Yes
Doe.....Yes

The motion carried unanimously.

9. REQUEST TO NEGOTIATE THE SELL OF TOWNSHIP PROPERTY LOCATED AT 20 BROADMOOR AVE. (K-11-02-457-007), 24 LAKEWOOD AVE. (K-11-02-457-008) AND 30 LAKEWOOD AVE. (K-11-02-457-009) TO SCOTT CHATFIELD

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request to Negotiate the Sell of Township Property Located at 20 Broadmoor Ave. (K-11-02-457-007), 24 Lakewood Ave. (K-11-02-457-007), and 30 Lakewood Ave. (K-11-02-457-009) to Scott Chatfield.

Wilson.....Yes Doe.....Yes Stumbo.....Yes
Lovejoy Roe.....Yes Ross-Williams....Yes Eldridge.....Yes
Jarrell Roe.....Yes

The motion carried unanimously.

10. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE A GENERAL SERVICES AGREEMENT WITH UIS FOR PREVENTATIVE AND EMERGENCY SERVICES FOR THE HYDRO STATION ON AN AS NEEDED BASIS

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve to Waive the Financial Policy and Approve a General Services Agreement with UIS for Preventative and Emergency Services for the Hydro Station on an as Needed Basis (see attached).

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 8**

**Wilson.....Yes Doe.....Yes Stumbo.....Yes
Lovejoy Roe.....Yes Ross-Williams....Yes Eldridge.....Yes
Jarrell Roe.....Yes**

The motion carried unanimously.

11. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE THE PROPOSAL FROM UIS TO REPLACE THE EXISTING PROGRAMMABLE LOGIC CONTROLLER AT THE HYDRO STATION IN THE AMOUNT OF \$54,045.00 BUDGETED IN LINE ITEM #252-252-000-976-000

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve to Waive the Financial Policy and Approve the Proposal from UIS to Replace the Existing Programmable Logic Controller at the Hydro Station in the Amount of \$54,045.00 Budgeted in Line Item #252-252-000-976-000 (see attached).

**Wilson.....Yes Doe.....Yes Stumbo.....Yes
Lovejoy Roe.....Yes Ross-Williams....Yes Eldridge.....Yes
Jarrell Roe.....Yes**

The motion carried unanimously.

12. REQUEST TO APPROVE AN AGREEMENT WITH THE NATIONAL KIDNEY FOUNDATION FOR ENHANCED FITNESS CLASSES AT THE COMMUNITY CENTER

A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Approve an Agreement with the National Kidney Foundation for Enhanced Fitness Classes at the Community Center (see attached).

Attorney Winters said he wanted to thank Angela Verges and Mike Hoffmeister for doing an outstanding job keeping this moving forward.

Trustee Jarrell Roe stated that Supervisor Stumbo's name was misspelled on the Agreement and she wanted to make sure it was corrected before she signed it.

Supervisor Stumbo stated she had made the Clerks' Office aware of the mistake.

**Doe.....Yes Wilson.....Yes Stumbo.....Yes
Lovejoy Roe....Yes Ross-Williams.....Yes Eldridge.....Yes
Jarrell Roe.....Yes**

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 9**

13. REQUEST TO APPROVE AGREEMENT OF SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE WITH WASHTENAW COUNTY FOR FUNDS FOR THE SENIOR NUTRITION PROGRAM

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Agreement of Subaward of Federal Financial Assistance with Washtenaw County for Funds for the Senior Nutrition Program (see attached).

Supervisor Stumbo stated that Attorney Winters had stated this agreement was in proper form. She stated that she was not sure if this program would be offered or it might be suspended because of the pandemic.

Trustee Ross-Williams asked if the funds would be held in an account if it was suspended so when the pandemic is over the program would resume.

Clerk Lovejoy Roe stated this program was funded at the federal level and funds were already allocated for the program.

Supervisor Stumbo stated if the program was suspended because of the pandemic and we lost the funds, the Township would not be responsible for funding the program.

Attorney Winters stated that if the funding was terminated the contract you have with this program would also be terminated.

Doe.....Yes	Wilson.....Yes	Stumbo.....Yes
Lovejoy Roe....Yes	Ross-Williams.....Yes	Eldridge.....Yes
Jarrell Roe.....Yes		

The motion carried unanimously.

14. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE AND ENFORCE REGULATORY ORDINANCES AT 979 ECORSE RD. BUDGETED IN LINE ITEM #101-950-000-801-023

A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Request to Authorize Circuit Court Litigation to Abate a Public Nuisance and Enforce Regulatory Ordinances at 979 Ecorse Rd. Budgeted in Line Item #101-950-000-801-023.

Doe.....Yes	Wilson.....Yes	Stumbo.....Yes
Lovejoy Roe....Yes	Ross-Williams.....Yes	Eldridge.....Yes
Jarrell Roe.....Yes		

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 10**

15. REQUEST TO PURCHASE UP TO THREE (3) AVIGILON CAMERAS FROM CONTI CORPORATION IN AN AMOUNT NOT TO EXCEED \$22,667.00 BUDGETED IN LINE ITEM #266-301-000-977-000 AND APPROVAL OF DTE AGREEMENT FOR INSTALLATION OF ONE STREETLIGHT ON HULL AVE. IN THE AMOUNT OF \$1,954.00 BUDGETED IN LINE ITEM #101-956-000-926-050 TO ENHANCE SAFETY AND LAW ENFORCEMENT AT NANCY PARK

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Request to Purchase Up to Three (3) Avigilon Cameras from Conti Corporation in an Amount Not to Exceed \$22,667.00 Budgeted in Line Item #266-301-000-977-000 and Approval of DTE Agreement for Installation of One Streetlight on Hull Ave. in the Amount of \$1,954.00 Budgeted in Line Item #101-956-000-926-050 to Enhance Safety and Law Enforcement at Nancy Park.

Trustee Ross-Williams stated she was glad this was being done because there have been safety issues at the Park.

Doe.....Yes	Wilson.....Yes	Stumbo.....Yes
Lovejoy Roe....Yes	Ross-Williams.....Yes	Eldridge.....Yes
Jarrell Roe.....Yes		

The motion carried unanimously.

16. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR CRYSTAL PONDS ON MAY 19, 2020 AT APPROXIMATELY 7:00PM

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request to set a Public Hearing for the Creation of Streetlight Special Assessment District for Crystal Ponds on May 19, 2020 at Approximately 7:00PM.

Supervisor Stumbo stated this was initiated by the developer.

Clerk Lovejoy Roe stated that the developer has funded the purchase and installation costs for both the streetlights and the cameras. She said the assessment is for maintenance and electrical cost.

Supervisor Stumbo asked if this was for the complete subdivision.

Clerk Lovejoy Roe said it was for all new and existing residents.

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Wilson.....Yes
Doe.....Yes		

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 11**

**17. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF A
NEIGHBORHOOD SECURITY CAMERA SPECIAL ASSESSMENT FOR DISTRICT
FOR CRYSTAL PONDS ON MAY 19, 2020 at Approximately 7:00PM**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request to Set a Public Hearing for the Creation of a Neighborhood Security Camera Special Assessment for District for Crystal Ponds on May 19, 2020 at Approximately 7:00PM.

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Wilson.....Yes
Doe.....Yes		

The motion carried unanimously.

18. BUDGET AMENDMENT #4

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Budget Amendment #4 (see attached).

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Wilson.....Yes
Doe.....Yes		

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

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

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request to Seek Proposals for a Managed Detection and Response Service Provider.

Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Wilson.....Yes
Doe.....Yes		

The motion carried unanimously.

BOARD MEMBER UPDATES

Trustees Eldridge said he would like to thank Jason and Charlotte for putting this zoom meeting together. He said he would like to extend his wishes for a speedy recovery to Deputy Rush and to thank the First

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 12**

Responders, Health Care Workers including Trustee Jarrell Roe and other essential workers who work on the front lines with this virus. He said he also thanked our Township residents and Township employees and asked that everyone stay safe.

Trustee Ross-Williams read a note from Mr. Water, township resident who said he was elderly and cannot take care of his lawn and now hires a contracted lawn service. She said he wrote that now he cannot have this service at his home because it's deemed non-essential. Trustee Ross-Williams said he wrote this service was essential to him.

Trustee Ross-Williams also thanked all the essential workers for their dedication.

Trustee Ross-Williams stated she sent her condolences to Art Serafinskis' family. She said he was a good guy who worked hard for recreation in the Township and for the Parks and Recreation Department.

Trustee Wilson said that they began making ventilators at the Rawsonville Ford Plant on April 20, 2020. He said they are working three shifts a day and have 300 employees for each shift. Trustee Wilson stated this project is slated to be completed by the end of July. He said it may go a little longer because they want to make sure there are a sufficient amount to stock pile if there was a need in the future. He said there was a lot in getting the plant ready for this project and that everything will have to have approval by the FDA.

Clerk Lovejoy Roe stated that its' been difficult for everyone keeping distance from people they love. She said its' especially hard when you lose someone and can't give or receive hugs for comfort. She said the Clerks' Office is continuing to respond to the residents needs with the staff working from home. She said she also sent her condolences to Art Serafinskis' family. She said she would like to send out a shout out to all her brothers and sisters at the UAW 898 Ford Rawsonville Plant and thanked them for the service during this time. Clerk Lovejoy Roe stated that under the leadership of Supervisor Stumbo all the staff at the Township were continuing to perform essential services remotely.

Clerk Lovejoy Roe said she is praying for our community and our country.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2020 BOARD MEETING
PAGE 13**

Clerk Lovejoy Roe stated there was still a need for election workers for the August, 2020 Primary Election and if someone is interested in working please contact the Clerk's Office. She said they are continuing to receive many requests for absentee voting.


A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Adjourn.


Jarrell Roe.....Yes	Eldridge.....Yes	Ross-Williams.....Yes
Lovejoy Roe.....Yes	Stumbo.....Yes	Doe.....Yes
Wilson.....Yes		

The motion carried unanimously.

The meeting was adjourned at approximately 7:59PM.

Respectfully Submitted,


Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti


Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION NO. 2020-09

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A to Master Agreement

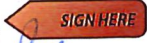
Purchase Agreement

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

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

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

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

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

12. Special Order Material Terms:

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

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

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

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

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

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

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

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

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

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: *Diana L. Stunk* | *Kelly Ray*

Name: *Brenda L. Gumpo* | *Karen Lougouy* | *Koe*

Title: *Supervisor* | *Clerk*



April 22, 2020

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____, 2020.

CRYSTAL POND CONDOMINIUMS ASSOCIATION, a Michigan nonprofit corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

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

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

Prepared by, and when recorded, return to:

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

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



Washtenaw County Parks and Recreation Commission

Contract # 51656.1

February 13, 2020

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

Dear Madam Supervisor:

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

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

Section 2.0 – Funding and Responsibilities of the Parties

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

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

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

ATTESTED TO: Washtenaw County Parks and Recreation Commission

By: _____
Lawrence Kestenbaum Date
County Clerk/Register

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

Charter Township of Ypsilanti

By: Karen Lovejoy Roe
Karen Lovejoy Roe Date
Clerk April 22, 2020

By: Brenda Stumbo
Brenda Stumbo Date
Supervisor April 22, 2020

cc: County Clerk



April 13, 2020

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

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

Dear Mr. Hoffmeister:

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

PROJECT UNDERSTANDING

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

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

SCOPE

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

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



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

Task 2 – Construction Layout

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

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

Task 3 – Construction Engineering and Coordination with WCPARC

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

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

Task 4 – Materials Testing

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

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

FEE

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

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



DELIVERABLES

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

ACCEPTANCE

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

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

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Brenda Stumbo

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

(Date)

April 22, 2020

(Signature)

Karen Lovejoy Roe

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

April 22, 2020



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

Memorandum of Understanding

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

Goal:

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

Name of Program Covered by this MOU:

YMCA & Ypsilanti Township Recreation Department, Summer Day Camps

Brief Description of Program:

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

Financial Compensation:

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

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

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

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

Students ages 5-16 living in Washtenaw County.

Objectives:

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

Specifics

Ypsilanti Township Recreation Department agrees to:

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

Ann Arbor YMCA agrees to:

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

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

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

Liability, Insurance and Indemnification:

Tenant's Insurance

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

Landlord's Insurance.

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

Coverage Requirements.

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

Indemnification.

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

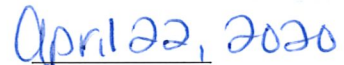
limit, or restrict any governmental immunity defense available to landlord (Ypsilanti Township).

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

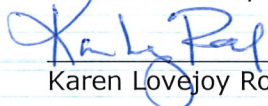
By signing this document, Ypsilanti Township Recreation Department and the Ann Arbor YMCA agree to abide by the terms and conditions contained in this Partnership Memorandum of Understanding. The Ann Arbor YMCA reserves the right to terminate a partnership at the discretion of appropriate personnel.




Brenda Stumbo, Supervisor (sign)



Date



Karen Lovejoy Roe, Clerk (sign)



Date

Ann Arbor YMCA Representative (print)

Date

Ann Arbor YMCA Representative (sign)

Prepared January 21, 2020



April 13, 2020

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

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

Mr. Hoffmeister:

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

BACKGROUND

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

SCOPE OF BASIC PROFESSIONAL SERVICES

Spicer Group's proposed services follow.

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

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

SERVICES NOT INCLUDED

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

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

ADDITIONAL SERVICES

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

FEE SCHEDULE

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

- 1. Inspection and Material Testing**
Standard hourly rates with the total amount not to exceed \$7,500

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

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

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

February 24, 2020
Page 3 of 3

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

Sincerely,




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



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

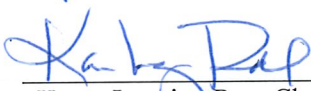
Above proposal accepted and approved by Owner.

YPSILANTI CHARTER TOWNSHIP

By: 

Brenda Stumbo, Supervisor

Date: April 22, 2020

By: 

Karen Lovejoy Roe, Clerk

Date: April 22, 2020

Cc: SGI File

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EASEMENT FOR
STORM AND ROAD DRAINAGE PURPOSES**

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

SEE ATTACHMENT "A"

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

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

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

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

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

Dated this 22 day of April 2020

GRANTOR:
Charter Township of Ypsilanti

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor April 22, 2020

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk April 22, 2020

STATE OF MICHIGAN }
 } SS.
COUNTY OF WASHTENAW }

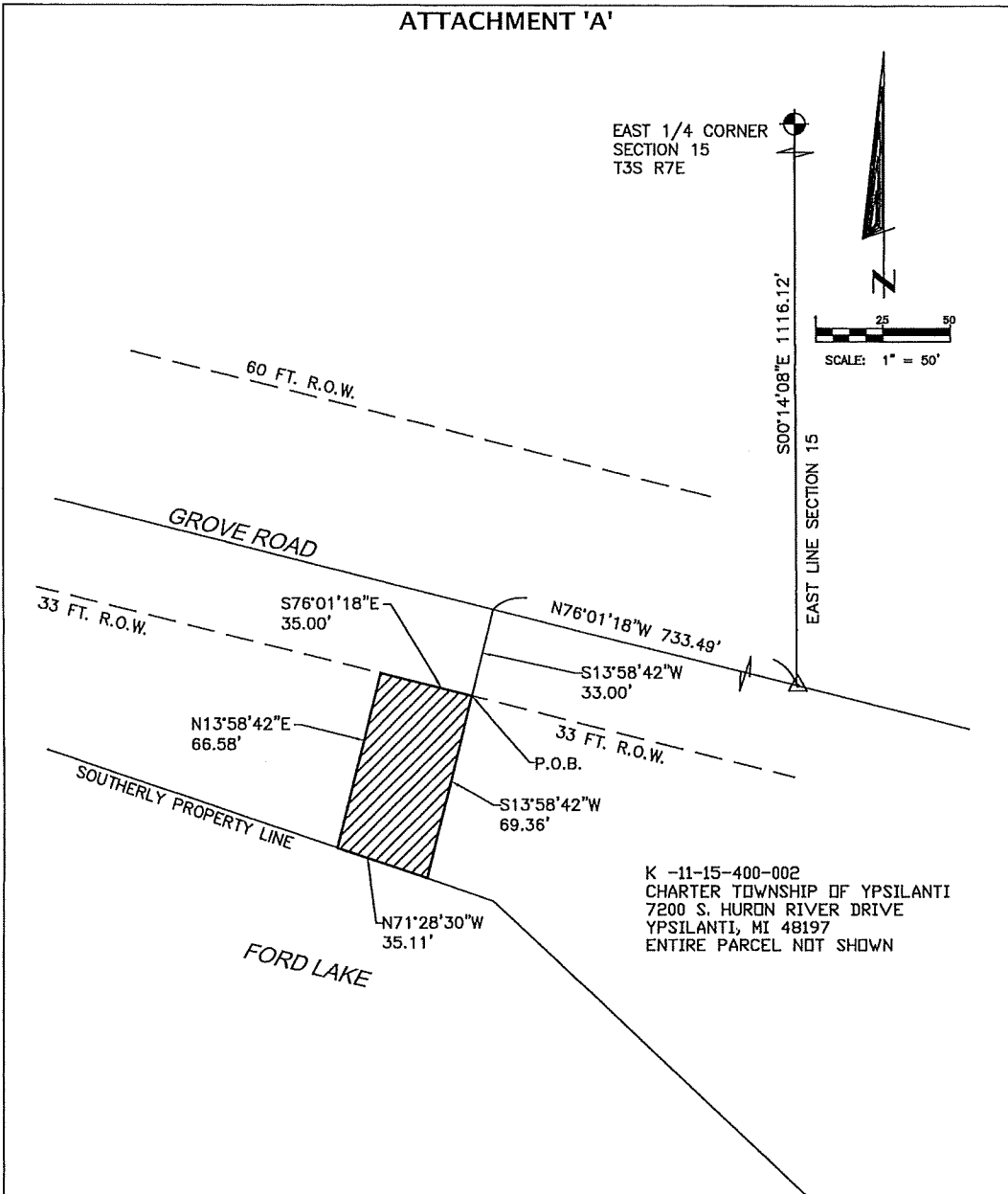
The foregoing instrument was acknowledged before me this 22 day of April 2020 by Brenda L. Stumbo, as Supervisor, and Karen Lovejoy Roe, as Clerk, on behalf of and for the Charter Township of Ypsilanti, a Michigan Municipal Corporation.

Avak Harquied
Notary Public, State of Michigan
County of Washtenaw
My Commission expires 2-25-2025
Acting in County of Washtenaw

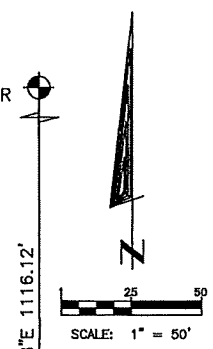
LISA R. STANFIELD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2025
Acting in the County of Washtenaw

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



ATTACHMENT 'A'




EAST 1/4 CORNER
SECTION 15
T3S R7E



LEGEND

-  PUBLIC LAND SURVEY SYSTEM CORNER
-  PROPERTY CONTROLLING CORNER

AREA

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

BASIS OF BEARINGS:
WCRC FIELD SURVEY 2019

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



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

**PROPOSED DRAINAGE EASEMENT
GROVE ROAD**

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

ATTACHMENT 'A'

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

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

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

LEGAL DESCRIPTION - DRAINAGE EASEMENT

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

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

BASIS OF BEARINGS:
WCRC FIELD SURVEY 2019

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



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

**PROPOSED DRAINAGE EASEMENT
GROVE ROAD**

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

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

THIS AGREEMENT, made and entered into this 22 day of April, 2020 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

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

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

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

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

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


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

AGREEMENT SUMMARY

Estimated Costs

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

FOR YPSILANTI TOWNSHIP:


Brenda Stumbo, Supervisor *Karen Ludwig*
Haren Ludwig, Clerk
April 22, 2020

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Sheryl Soderholm Siddall, Managing Director

WASHTENAW COUNTY ROAD COMMISSION

555 N. ZEEB ROAD
ANN ARBOR, MICHIGAN 48103

TRAFFIC CONTROL DEVICE AGREEMENT

LOCATION: Hewitt Rd North of Harding Ave AGREEMENT NO. 1

DEVICE TYPE(S): Crosswalk pavement markings,
RRFB (Rect. Rapid Flashing Beacon),
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	<u>WASHTENAW COUNTY ROAD COMMISSION</u>	<u>0%</u>
Agency	<u>YPSILANTI TOWNSHIP</u>	<u>100%</u>
Agency	_____	_____
Other	_____	_____

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

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

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

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

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

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

Agency <u>WASHTENAW CO. ROAD COMM.</u> Signed By _____ Print Name _____ Title _____ Date _____	Agency <u>YPSILANTI TOWNSHIP</u> Signed By <u>Brenda L. Stumbo</u> Print Name <u>Brenda L. Stumbo</u> Title <u>Supervisor</u> Date <u>April 22, 2020</u>
Agency _____ Signed By _____ Print Name _____ Title _____ Date _____	Other <u>Ypsilanti Township</u> Signed By <u>Karen Lavejy Roc</u> Print Name <u>Karen Lavejy Roc</u> Title <u>Clerk</u> Date <u>April 22, 2020</u>

2020 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

1. Dust Control (497-11-108):

Work to include placement of three (3) solid applications of contract brine on all certified local gravel/limestone roads within the township. Estimated 65,340 gallons @ \$0.179 per gallon.

Estimated cost of contract brine: \$ 11,695.86

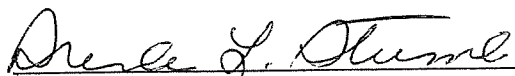
AGREEMENT SUMMARY

2020 LOCAL ROAD PROGRAM

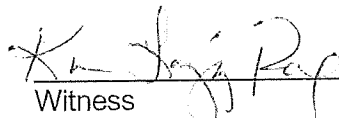
Dust Control	\$ 11,695.86
Less WCRC Conventional Matching Funds	\$ 5,847.93

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2020: \$ 5,847.93

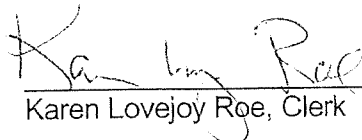
FOR YPSILANTI TOWNSHIP:



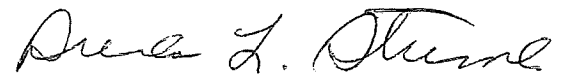
Brenda L. Stumbo, Supervisor



Witness



Karen Lovejoy Roe, Clerk



Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Sheryl Soderholm Siddall, Managing Director

Witness



Date April 7, 2020	To Michael Saranen
Description Rate Quote for Work at the Hydro	Ypsilanti Township
Quote # 200230R2	7200 South Huron Dr
Estimator Ken Wesley	Ypsilanti, MI 48197
Email ken.wesley@uiscorp.com	

Scope of Work	Cost
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UIS SCADA, Inc. - Rates in effect July 1, 2019 - June 30, 2020:				
Rate Type	Definition	Instrumentation Tech/Per Hour	Programming Per Hour	NETA Test Technician
Regular Time	Monday through Friday 8 hours work between the hours of 7 a.m. and 4:30 p.m.	\$165.00	\$170.00	\$165.00
Overtime	Monday through Friday 4:31 p.m. to 10 p.m. Or Saturday 8 a.m. through 4:30 p.m.	\$205.00	\$205.00	\$206.00
Premium Time	Hours outside of those listed above	\$235.00	\$235.00	\$248.00
Holidays	New Year's Day, Memorial Day, 4 th of July, Labor Day, Thanksgiving, Christmas	\$235.00	\$235.00	\$248.00

Total \$0.00

UIS SCADA Approved by

Date April 7, 2020

Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.
 Our price is valid for thirty (30) days, after which time UIS SCADA reserves the right to review and modify any and all portions of its proposal.
 This proposal contains pricing and other information confidential and proprietary to UIS SCADA, and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

1. Offer.

These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

2. Acceptance.

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

UIS Group of Companies
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power

3. Prices.

Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes.

4. Payment Terms.

Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (45) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not set off against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

5. Shipping and Delivery.

All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferral or cancellation.

6. Proprietary Materials.

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses.

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

8. Design.

Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

9. Warranty.

(a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

10. Liability Limitation.

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

11. Termination.

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

12. Right of Entry.

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

13. Force Majeure.

Seller shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, acts of terrorism or war, or acts by third parties, failure of Purchaser to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Seller's obligations under the Order Confirmation and any related purchase order shall be suspended and Seller shall not have any obligation to provide Purchaser with Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Services, nor shall Seller be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

14. Employee Solicitation

Employee Solicitation. Purchaser agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Seller directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Seller regardless of the circumstances surrounding employee's cause of termination of employment.

15. Indemnification.

Purchaser holds harmless, indemnifies, and will defend Seller and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, or fines including attorney's fees and expenses to the extent directly or indirectly caused by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the contract between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Seller's negligence. Liability per above is not limited by limits of workers compensation coverage. Nothing Herein shall be construed to waive, limit or restrict any Governmental Immunity defence available to the contractor (Ypsilanti Township).

16. Waiver.

Waiver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

17. Survival.

These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order

18. Entire Agreement.

The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Seller.

19. Applicable Laws.

Unless otherwise specified, the laws of the State of Michigan, except for its choice of laws provisions, shall govern these Terms.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2020

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

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

PRODUCER Hylant - Ann Arbor 24 Frank Lloyd Wright Drive, Suite J4100 Ann Arbor MI 48105	CONTACT NAME: PHONE (A/C No. Ext): 734-741-0044		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Gemini Insurance Company			10833
INSURER B : Endurance American Specialty Ins Co			41718
INSURER C : National Trust Insurance Co			20141
INSURER D : Accident Fund National Ins Co			12305
INSURER E : RSUI Indemnity Co			22314
INSURER F : ACE American Insurance Co			22667

COVERAGES **CERTIFICATE NUMBER:** 1263714118 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VMGP003607	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 25,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA100025720	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ELD10007305904	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV6144722	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella			NHA086441	6/1/2019	6/1/2020	Limit 5,000,000
F	Cyber Liability			D94842384	6/13/2019	6/1/2020	Limit 2,000,000

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

Job - General Service Agreement
 Additional Insured with regard to the General Liability, as required by written contract - the Charter Township of Ypsilanti and its past, present, and future elected officials, appointed commissions and boards, agents and employees.

CERTIFICATE HOLDER **CANCELLATION**

Charter Township of Ypsilanti 7200 S. Huron River Drive Ypsilanti MI 48197	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>

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Date	March 6, 2020	Customer	Ypsilanti Charter Township	To	Michael Saranen
Description	Upgrade Hydro PLC5 and HMI				Ypsilanti Township
Quote #	200040R				7200 South Huron Dr
Estimator	Ken Wesley	Email	ken.wesley@uiscorp.com		Ypsilanti, MI 48197

Scope of Work	Cost
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Furnish and install one (1) Allen Bradley Compact Logix PLC with necessary I/O to upgrade the existing PLC5.

Furnish and install one (1) Dell Opti Plex computer with 24" monitor, USB corded key board, mouse, and sound bar to replace the existing Allen Bradley OIT.

Furnish and install one (1) industrial computer with 24" panel mount monitor, USB corded key board and mouse to replace the existing panel mount monitor located on the first floor.

Furnish two (2) VT SCADA 5K tag HMI licensees, one for the Dell computer and one for the industrial computer.

Provide the first year of VT SCADA software support; this cost is \$850.00 per year total for both licenses.

Provide two (2) days for UIS programmer to work with Township IT staff to setup network.

Provide necessary PLC and VT SCADA programming to replace the existing PLC5 and Allen Bradley OIT. Operating two (2) VT SCADA licenses will provide redundant backup of the HMI application.

Furnish and install two (2) new speed pickup sensors and two new frequency converters.

Provide necessary startup and training services.

Provide necessary drawings of the new PLC I/O.

Total \$54,045.00

UIS SCADA Approved by

Date March 6, 2020

Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.

Our price is valid for thirty (30) days, after which time UIS SCADA reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

1. Offer.

These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

2. Acceptance.

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

3. Prices.

Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes.

UIS Group of Companies
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power

4. Payment Terms.

Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency forty-five (45) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

5. Shipping and Delivery.

All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferral or cancellation.

6. Proprietary Materials.

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses.

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

8. Design.

Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

9. Warranty.

- (a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.
- (b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

10. Liability Limitation.

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

11. Termination.

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

12. Right of Entry.

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

13. Force Majeure.

Seller shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, acts of terrorism or war, or acts by third parties, failure of Purchaser to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Seller's obligations under the Order Confirmation and any related purchase order shall be suspended and Seller shall not have any obligation to provide Purchaser with Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Services, nor shall Seller be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

14. Employee Solicitation

Employee Solicitation. Purchaser agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Seller directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Seller regardless of the circumstances surrounding employee's cause of termination of employment.

15. Indemnification.

Purchaser holds harmless, indemnifies, and will defend Seller and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, or fines including attorney's fees and expenses to the extent directly or indirectly caused by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the contract between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Seller's negligence. Liability per above is not limited by limits of workers compensation coverage. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the contractor (Ypsilanti Township).

16. Waiver.

Waiver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

17. Survival

These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order

18. Entire Agreement.

The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Seller.

19. Applicable Laws.

Unless otherwise specified, the laws of the State of Michigan, except for its choice of laws provisions, shall govern these Terms.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2020

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

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

PRODUCER Hylant - Ann Arbor 24 Frank Lloyd Wright Drive, Suite J4100 Ann Arbor MI 48105	CONTACT NAME: PHONE (A/C No. Ext): 734-741-0044	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURED UTILINS-01 Utilities Instrumentation Service, Inc. See Named Insured Schedule 2290 Bishop Circle East Dexter MI 48130		INSURER(S) AFFORDING COVERAGE
		NAIC #
		INSURER A: Gemini Insurance Company 10833
		INSURER B: Endurance American Specialty Ins Co 41718
		INSURER C: National Trust Insurance Co 20141
		INSURER D: Accident Fund National Ins Co 12305
		INSURER E: RSUI Indemnity Co 22314
		INSURER F: ACE American Insurance Co 22667

COVERAGES

CERTIFICATE NUMBER: 1365432333

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		VMGP003607	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 25,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA100025720	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ELD10007305904	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6144722	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella			NHA086441	6/1/2019	6/1/2020	Limit 5,000,000
F	Cyber Liability			D94842384	6/13/2019	6/1/2020	Limit 2,000,000

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

Job - PLC5 Conversion w/ HMI Software
 Additional Insured with regard to the General Liability, as required by written contract - the Charter Township of Ypsilanti and its past, present, and future elected officials, appointed commissions and boards, agents and employees.

CERTIFICATE HOLDER**CANCELLATION**

Charter Township of Ypsilanti
 7200 S. Huron River Drive
 Ypsilanti MI 48197

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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Named Insured Schedule:

Utilities Instrumentation Service, Inc.

UIS SCADA, Inc.

UIS Renewable Power, Inc.

UIS Holdings, Inc.

CTC Engineering, Inc.

UIS Real Estate, Inc.

Utilities Instrumentation Service – Ohio, LLC

Utilities Instrumentation Service, Inc. dba UIS Electrical Studies

Ypsilanti Township Recreation Department
Program: Enhance[®] Fitness

VENUE ACCESS AGREEMENT

This Venue Access Agreement ("Agreement") is dated as of the date below and is by and between The National Kidney Foundation of Michigan ("NKFM") and the Ypsilanti Township Recreation Department ("Owner"). Owner acknowledges and agrees that the person that signs this Agreement on Owner's behalf is Owner's authorized representative and NKFM's primary contact for purposes of this Agreement.

1. **Venue.** Owner hereby grants to NKFM the right to use the venue described in Exhibit A ("Venue"), during the time periods listed in Exhibit A and such other time periods as the parties may otherwise agree, for the purposes described in Exhibit A. Owner shall comply with the protocols and requirements described in Exhibit B, as may be updated from time to time by NKFM, and shall deliver the Venue and all related furniture, fixtures and equipment in good, clean, safe and secure order and condition.

2. **Term and Termination.** The term of this Agreement shall begin on the date listed below and shall automatically renew unless it is terminated earlier in accordance with its terms. Notwithstanding the foregoing, either party may terminate this Agreement at any time and for any or no reason upon ten (10) days' prior written notice to the other party. For the avoidance of doubt, the Exhibits to this Agreement shall remain in full force and effect throughout the initial term and any renewal term of this Agreement unless otherwise amended in accordance with this Agreement.

3. **Equipment, Utilities, Janitorial Services and Laws.** Owner shall provide NKFM use of the furniture, fixtures and equipment located in the Venue and the building in which the Venue is situated, as well as such other furniture, fixtures and equipment that are described in Exhibit B. Owner shall also provide the Venue with heat, air conditioning, cold and hot water and electricity for lighting and operation, as well as janitorial services, including trash removal. Owner shall comply with all applicable laws in connection with this Agreement and represents and warrants that it has the full right, power and authority to enter into, grant the rights and licenses and otherwise perform its obligations under this Agreement.

4. **Confidentiality.** All non-public, confidential or proprietary information of NKFM, its related persons or entities or its program participants is confidential and may not be disclosed or copied by Owner at any time unless authorized by NKFM in writing.

5. **Financial Obligations and Liability.**

(a) The parties shall comply with their financial and other obligations described in Exhibit C, which may be updated from time to time by the parties.

(b) **Hold Harmless.** Both NKFM and Owner agree to remain responsible for its own negligence, or tortuous acts, errors or omissions occurring during the terms of this Agreement, and the acts errors, or omissions of any its employees, agents or associated and affiliated entities.

Ypsilanti Township Recreation Department
Program: Enhance® Fitness

(c) IN NO EVENT WILL NKFM BE LIABLE TO OWNER, ANY OWNER'S PERSONNEL OR TO ANY THIRD PARTY FOR (i) ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGE OR (ii) AGGREGATE DAMAGES IN EXCESS OF \$10,000, REGARDLESS OF WHETHER ANY SUCH DAMAGE ARISES OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE OR WHETHER ANY SUCH DAMAGE WAS FORESEEABLE OR WHETHER OR NOT NKFM HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. **Insurance.** At all times during the term of this Agreement and for a period of two (2) years thereafter, Owner shall maintain commercial general liability insurance coverage with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of NKFM under this Agreement. Such insurance policy shall waive any right of subrogation of the insurers against NKFM, provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of NKFM shall be excess and non-contributory and name NKFM and its related persons and entities as additional insureds.

7. **Intellectual Property.** As between NKFM and Owner, NKFM is and shall be the sole and exclusive owner of (a) all right, title and interest in and to the program that it operates in connection with the Venue and any and all copyrights, trademarks, logos, patents, trade secrets, information, documents, data, know-how, methodologies and other materials and intellectual property rights (collectively, "Intellectual Property") related thereto; and (b) all Intellectual Property developed or acquired by NKFM prior to or independently of this Agreement. Nothing in this Agreement shall, by implication, estoppel or otherwise, grant Owner any rights in any of the foregoing, including, without limitation, any trademarks or logos, and Owner shall refrain from using the NKFM or program names or logos, or any other NKFM Intellectual Property, without first obtaining NKFM's prior written consent.

8. **Miscellaneous.** This Agreement, including its exhibits, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties regarding such subject matter. All notices and other communications under this Agreement must be in writing and addressed to the other party at its address set forth below. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible. Except as set forth above, no amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each party. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise. This Agreement and all matters arising out of or relating to this Agreement is governed by and is to be construed in accordance with the laws of the State of Michigan, without regard to the conflict of laws provisions thereof. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. The provisions of this Agreement that, by their nature, survive its expiration or

Ypsilanti Township Recreation Department
Program: Enhance[®] Fitness

termination, including, without limitation, Sections 4, 5, 6 and 7, shall so survive. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Ypsilanti Township Recreation Department
Program: Enhance® Fitness

This agreement shall be effective on May 1, 2020~~July 1, 2019~~ and will automatically renew annually, unless either party needs to make changes or decides to terminate the agreement. It is understood by both parties that at anytime this agreement may be terminated by written notification from either party to the other.

National Kidney Foundation of Michigan

Ypsilanti Township Recreation Department

Signature: _____

Signature: Brenda Stumbo
April 22, 2020

Name: Charlene Cole

Name: Brenda Stumbo

Title: Vice President NKFM

Title: Ypsilanti Township Supervisor

Address: 1169 Oak Valley Drive, Ann Arbor, MI
48108

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Signature: Karen Lovejoy Roe
April 22, 2020

Name: Karen Lovejoy Roe

Title: Ypsilanti Township Clerk

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Ypsilanti Township Recreation Department
Program: Enhance[®] Fitness

EXHIBIT A

VENUE, TIME PERIODS, PURPOSE

Venue Description:

Ypsilanti Township Recreation Department, 2025 E. Clark Road, Ypsilanti, MI 48198

Phone Number:

Office 734-544-3838

Program Contact People:

Debbie Aue, daue@ytown.org

Angie Verges, averges@ytown.org

Purpose:

Operation of the EnhanceFitness Program.

Room where the EnhanceFitness Program will take place:

Gym

Square Footage:

62' x 26' = 1612 sq. ft.

Days/Times of the Week for EnhanceFitness Classes:

5 Classes*/week:

Monday, Wednesday, Friday 10:30 – 11:30am

Tuesday, Thursday (EF Lite) 10:30 – 11:30am* The Thursday class will end on September 26th, 2019 because of a decrease in grant funding.

1 hour each session with 15 minutes before and after for set up/take down.

* The number of days/week that classes may be offered will be dependent on funding.

Ypsilanti Township Recreation Department

Program: Enhance® Fitness

EXHIBIT B

OWNER REQUIREMENTS

- Provide an ADA accessible facility large enough to hold an Enhance® Fitness (EF) class for participants.
- Provide a chair for every participant to use during an EF class.
- Maximum number of participants in class will be: 50
- Provide an Automated External Defibrillator (AED) Machine in a location accessible to NKFM EF Instructor.
- Have a First Aid Kit available and accessible to EF instructors.
- Owner shall keep equipment cart in secure office (includes weights, CPR mask, and lockbox).
- Owner shall lock the office where equipment kept at the end of the day.
- As agreed upon between NKFM and Owner, Owner shall be responsible for loss or theft of equipment from the cart.
- Communicate with participants.
- When deemed necessary, by NKFM staff, manage the confidential collection of waivers, attendance, participant demographic data, fitness checks and health and income information as required by NKFM.
- Follow HIPAA requirements at all times when managing the collection of confidential participant information.
- Recruit participants to attend EF classes, which is inclusive for all adults with varying fitness abilities, including those with intellectual and developmental disabilities and those in wheelchairs.
- Discuss sustainability plan with NKFM, if funding was to change.
- Actively and diligently offer and promote NKFM's services and the EF program, subject to Section 7 of the Agreement.
- Carry out its obligations under the Agreement and otherwise act with a high degree of professionalism, due diligence, care and efficiency.
- Not in any manner represent that it has any ownership in NKFM's intellectual property or that of the EF program.
- Not at any time do, or cause to be done, any act or thing in any way impairing or tending to impair, or challenge the validity of, any part of NKFM's intellectual property or that of the EF program.
- Ensure that the NKFM and EF logos appear on all Owner materials that are relevant to promoting the EF program in the community. This includes brochures, promotional materials, and resource materials, as well as recognition in all media materials such as news releases, public service announcements, online and social media, and event listings.

Ypsilanti Township Recreation Department
Program: Enhance® Fitness

EXHIBIT C
FINANCIAL OBLIGATIONS

Renewing an EnhanceFitness (EF) at Ypsilanti Township Recreation Department at 5 classes/week:
Value: \$14,800

Cost to Ypsilanti Township Recreation Department (Owner): \$Zero.

Owner agrees to:

- Host four EF classes per week for 49-50 weeks per year**.
- No EF classes will be held during the 2-3 week period of the winter holidays. (Verify holiday dates with EF Coordinator by October 1st).
- Notify NKFM in a timely manner if classes must be cancelled or postponed for any reason.
- Notify NKFM the first of the calendar year for annual scheduled closures, such as holidays, voting, other events.
- Assist with secure storage of EF participant donations until they can be sent to NKFM.

The National Kidney Foundation of Michigan (NKFM) agrees to:

- Schedule, pay, and provide oversight to NKFM EF Instructors as funding is available.
- Provide NKFM EF Staff Coordinator support (~1 day/month).
- Provide data management and reports.
- Obtain EF license from Sound Generations.
- Includes training/mentoring of new EF Instructors, if needed.
- Collect participant donations to help sustain the program.
- Seek grant funding to aid in the sustainability of the program.
- Obtain liability insurance.

The parties shall comply with their financial and other obligations described in Exhibit C, which may be updated from time to time by the parties.

National Kidney Foundation of Michigan

Ypsilanti Township Recreation Department

Signature: _____

Signature: Brenda L. Stumbo
Name: Brenda Stumbo
Title: Ypsilanti Township Supervisor
April 22, 2020

Name: Charlene Cole

Title: Vice President NKFM

Signature: Karen Lovejoy Roe
Name: Karen Lovejoy Roe
Title: Ypsilanti Township Clerk
April 22, 2020

Address: 1169 Oak Valley Drive, Ann Arbor, MI
48108

Title: Ypsilanti Township Clerk

Date: _____

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Date: _____

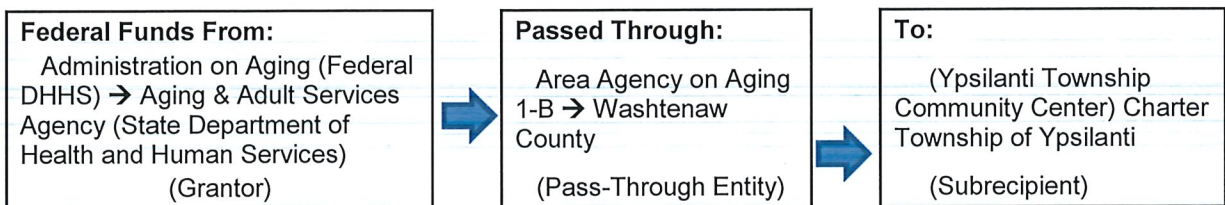
**classes may be cancelled for public health concerns, inclement weather, or upon unforeseen circumstances.

COUNTY OF WASHTENAW, MICHIGAN**Agreement for Subaward of Federal Financial Assistance**

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this 1st day of October, 2016, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, Charter Township of Ypsilanti located at 7200 S. Huron River Dr. Ypsilanti, MI 48198 (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the Washtenaw County Senior Nutrition Program as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward AgreementARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	Ypsilanti Township Community Center:Charter Twp. of Ypsilanti
Subrecipient DUNS Number	_07-839-9060
Federal Award Identification Number (FAIN)	17-9052-CH
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	10/1/2016
Subaward Period of Performance (start and end date)	10/1/2016-09/30/2017
Amount of Federal Funds Obligated by this Agreement	\$761,979

Total Amount of Federal Funds Obligated to the Subrecipient	\$16,000
Total Amount of the Federal Award	\$761,979
Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	Programs must provide an appropriate meal, which complies with the current Dietary Guidelines for Americans and provides one-third of the Dietary Reference Intakes (DRI). Meals must be provided to eligible people aged 60 and over and their spouses or caretakers. Local projects may also provide nutrition education, nutrition counseling and other nutrition services, as appropriate, based on the needs of meal participants.
Name of Federal Awarding Agency	Departmental of Health & Human Services
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Moonson River Eninsche, eninschem@ewashtenaw.org , 734-544-3006
CFDA Number and Name	93.045; Special Programs for the Aging_ Title III, Part C_ Nutrition Services
Is this Subaward for Research and Development? (answer Yes or No)	NO
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	NA

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

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will be responsible for administering senior nutrition services in a lawful and proper manner as detailed in:

- Attachment A-CONG, Delivering congregate meal services to qualifying Washtenaw County residents as outlined in the "AAA 1-B Request for Proposals and Operating Standards Manual FY 2017- 2019" published by the Area Agency on Aging 1-B.

Upon completion of the above services and submission of quarterly invoices, the County will pay the Contractor an annual amount not to exceed \$16,000.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to the Office of Community & Economic Development Director and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports monthly to the designated Human Services Specialist. The Subrecipient shall submit monthly programmatic reports to the designated Human Services Specialist.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This agreement begins on 10/1/2016 and ends on 09/30/2017 *with an option to extend an additional 2 year(s)*. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

Section 4 - The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act - Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid

solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
3. Audit Certification

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

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

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as

additional insured on automobile liability policy with respect to the services provided under this contract.

4. Fidelity Bonding covering employee theft from employer.

5. Third Party Fidelity (Crime Bond) with a minimum of \$50,000, covering employee theft from participant.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: : Office of Community & Economic Development, 415 West Michigan, Suite 2200, Ypsilanti, MI 48197 CR# _____, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$12.93 per hour with benefits or \$14.43 per hour without benefits. Agreementor agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2017 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

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

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

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

ARTICLE XXII - PRACTICE AND ETHICS

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

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of

address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

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

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation. This is not to be construed as a waiver of governmental immunity for either party.

ARTICLE XXV - EXTENT OF AGREEMENT

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

ARTICLE XXVI – PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO:

WASHTENAW COUNTY (Pass-Through Entity)

By: _____

By: _____

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill
County Administrator

(DATE)

APPROVED AS TO CONTENT: Ypsilanti Twp. Community Center: Charter Twp. of Ypsilanti

By: _____
Andrea Plevak (DATE)
Interim Director
Office of Community & Economic
Development

BY: Brenda L. Stumbo / Kathy Pyle
Supervisor / Clerk (DATE)
Kara Wojcik Roe

April 22, 2020

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.
18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Brenda Stumbo

Kathy Pap

Signature of Subrecipient's Authorized Representative

April 22, 2020

Date Submitted

Ypsilanti Twp. Community Center:Charter
Township of Ypsilanti
 Name of Subrecipient Organization

Brenda L. Stumbo | *Karen Lovejoy*
 Supervisor | Clerk
 Title of Subrecipient's Authorized Representative

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Charter Township of Ypsilanti
Name of Subrecipient Organization

Brenda L. Stumbo / Karen Lovvay Roe
Printed Name and Title of Subrecipient's Authorized Representative

Supervisor | Clerk
Brenda Stumbo | Ashley Pyp
Signature of Subrecipient's Authorized Representative

April 22, 2020
Date

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: Washtenaw County Senior Nutrition Community Site

CFDA Number: 93.045

Subrecipient Information:

Organization Name: Charter Township of Ypsilanti

Street Address: 7200 S. Huron River Dr. Ypsilanti, MI 48198

City, State, Zip Code

Independent Audit Firm: Post, Smythe, Lutz and Ziel LLP

Certification for Fiscal Year Ending (mm/dd/yyyy) : December 31, 2020

(Check appropriate box):

I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

[Signature]
Signature of Subrecipient's Authorized Representative

4-27-2020 / 4-23-2020
Date

For Washtenaw County Use Only

Reviewed By: _____

Date: _____

Exhibit A to Master Agreement


Purchase Agreement

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

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

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

1. DTE Work Order Number:	56954855	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[1343 Hull Ave], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install one (1) wood pole, one (1) 6' support arm, and one (1) 58w LED with gray housing.	
5. Estimated Total Annual Lamp Charges	\$153.48	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$2,418.00
	Credit for 3 years of lamp charges:	\$460.44
	CIAC Amount (cost minus revenue)	\$1,957.56
	Credit for Post Charge, if selected	\$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$1,957.56	
9. Term of Agreement	<p>5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p> <p>If Post Charge "box" <input type="checkbox"/> is checked the Customer agrees to following term:</p> <p>10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p>	

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

12. Special Order Material Terms:

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

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

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

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

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

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

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

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

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

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo | Kelly Poy

Name: Brenda L. Stumbo | Karen Lovejoy Roe

Title: Supervisor | Clerk

April 22 2020

SIGN HERE

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #4**

APRIL 21, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$103,622.00

Request to increase budget for employee pay out of PTO time at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$2,479.00
		Net Revenues	<u><u>\$2,479.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-201-000-708.004	\$2,303.00
	FICA	101-201-000-715.000	\$176.00
		Net Expenditures	<u><u>\$2,479.00</u></u>

Request to create a new line for expenses related to obtaining supplies and equipment needed for working during the COVID-19 pandemic. We will allocate expenditures to the appropriate departments after we are through this crisis unless we are reimbursed for the purchases. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$20,000.00
		Net Revenues	<u><u>\$20,000.00</u></u>
Expenditures:	COVID-19 Supplies & Equip	101-267-000-727.300	\$20,000.00
		Net Expenditures	<u><u>\$20,000.00</u></u>

Request to increase the budget for Washtenaw County Road Commission to relocate Hewitt Road Pedestrian Crossing at Burns Avenue to Harding Avenue. This will be funded by and Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$79,185.00
		Net Revenues	<u><u>\$79,185.00</u></u>
Expenditures:	Highway & Street Construction	101-446-000-818.022	\$79,185.00
		Net Expenditures	<u><u>\$79,185.00</u></u>

Request to increase the budget for a streetlight installation at Nancy Park. This will be funded by and Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,958.00
		Net Revenues	<u><u>\$1,958.00</u></u>
Expenditures:	StreetLight Construction	101-956-000-926.050	\$1,958.00
		Net Expenditures	<u><u>\$1,958.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #4**

APRIL 21, 2020

206 - FIRE FUND

Total Increase \$30,000.00

Request to create a new line for expenses related to obtaining supplies, equipment, and quarantined lodging needed during the COVID-19 pandemic. We will see if we can get reimbursed for any of these expenditures. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$30,000.00
		Net Revenues	<u><u>\$30,000.00</u></u>
Expenditures:	COVID-19 Supplies & Equip	206-206-000-727.300	\$30,000.00
		Net Expenditures	<u><u>\$30,000.00</u></u>

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

Total Increase \$252,032.00

Request to increase budget for construction services of Best Asphalt for Phase II Grove Road Path project contingent upon Board approval. This will be funded by grant funds from Washtenaw County Parks.

Revenues:	County Grant - Connecting	212-000-000-540-200	\$228,177.00
		Net Revenues	<u><u>\$228,177.00</u></u>
Expenditures:	Capital Outlay - Pathway	212-970-000-997.007	\$228,177.00
		Net Expenditures	<u><u>\$228,177.00</u></u>

Request to increase budget for construction engineering services of OHM for the Phase II Grove Road Path project contingent upon Board Approval. This will be funded by grant funds from Washtenaw County Parks.

Revenues:	County Grant - Connecting	212-000-000-540-200	\$23,855.00
		Net Revenues	<u><u>\$23,855.00</u></u>
Expenditures:	Capital Outlay - Pathway	212-970-000-997.007	\$23,855.00
		Net Expenditures	<u><u>\$23,855.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #4**

APRIL 21, 2020

236 - 14B DISTRICT COURT FUND

Total Increase \$2,052.00

Request to increase budget for employee pay out of PTO time at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$2,052.00
		Net Revenues	<u><u>\$2,052.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	236-136-000-708.004	\$1,906.00
	FICA	236-136-000-715.000	\$146.00
		Net Expenditures	<u><u>\$2,052.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$2,606.00

Request to increase budget for employee pay out of PTO time at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$2,606.00
		Net Revenues	<u><u>\$2,606.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	236-136-000-708.004	\$2,421.00
	FICA	236-136-000-715.000	\$185.00
		Net Expenditures	<u><u>\$2,606.00</u></u>

Motion to Amend the 2020 Budget (#4)

Move to increase the General Fund budget by \$103,622 to \$9,595,571 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$30,000 to \$6,551,582 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$252,032 to \$2,344,721 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$2,052 to \$1,778,370 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$2,606 to \$8,122,833 and approve the department line item changes as outlined.