

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING**

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

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

**Members Absent:** none

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

Joann McCollum, Township Resident stated updates from West Willow Neighborhood Watch meetings.

**CONSENT AGENDA**

**A. MINUTES OF THE DECEMBER 15, 2020 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR JANUARY 19, 2021 IN THE AMOUNT OF \$2,227,603.71**
- 2. CHOICE HEALTHCARE DEDUCTIBLE ACH EFT FOR DECEMBER 2020 IN THE AMOUNT OF \$39,412.57**
- 3. CHOICE HEALTHCARE ADMIN FEE FOR DECEMBER 2020 IN THE AMOUNT OF \$1,205.00**

**C. TREASURER'S REPORT DECEMBER 2020**

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

**The motion carried unanimously.**

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters stated he had sent emails over the past few weeks keeping the board updated on the wide variety of issues going on in the Township. He said he had a conference call with representatives of the Michigan Land Bank, Washtenaw

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING**  
**PAGE 2**

County Brownfield, and EGLE (formerly DEQ) regarding the redevelopment of 923 Ecorse (Forbes Cleaner). He said the State would like for the Township to be involved with the redevelopment plans for this property. He said he shared the Townships' Master Plan with them. Attorney Winters stated that this may be the redevelopment that will jump start the master plans that we have to redevelopment Ecorse Road and he said he would like the full-time officials to be included in the next conference call at the end of January. He said we all would like to see Ecorse Road corridor and E. Michigan corridor redevelopment that would enhance those areas.

Attorney Winters stated that Gault Village currently has two businesses left in that shopping center. He said the township is trying to hold the property owner responsible for not abiding by court orders to have fire suppression installed. He said those two businesses are at risk because of the neglect.

Attorney Winters stated the Township continues to aggressively takes a zero tolerance on property owners who allow their property to be utilized for the manufacturing and delivery of drugs.

**NEW BUSINESS**

**1. RESOLUTION 2021-03, RESOLUTION APPROVING REFUNDING  
CONTRACT BETWEEN THE YPSILANTI COMMUNITY UTILITY AUTHORITY  
AND YPSILANTI TOWNSHIP**

**A motion was made by Clerk Jarrell Roe, supported by Trustee Wilson, Jr. to Approve Resolution 2021-03, Resolution Approving Refunding Contract Between the Ypsilanti Community Utility Authority and Ypsilanti Township (see attached).**

Trustee Wilson asked what the total cost would be for refunding the bonds.

Mr. Colis, Miller Canfield, stated it was approximately \$90,000.00 and would be built into the bonds that we issue. He said there would not be any out of pocket cost to the Township.

**The motion carried unanimously.**

**2. RESOLUTION 2021-01, POVERTY EXEMPTION GUIDELINES**

**A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Resolution 2021-01, Poverty Exemption Guidelines (see attached).**

**The motion was carried unanimously.**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING  
PAGE 3**

**3. REQUEST TO APPROVE 2021 BOARD OF REVIEW MEETING DATES**

**A motion was made by Clerk Jarrell Roe, supported by Trustee Wilson, Jr. to Approve the 2021 Board of Review Meeting Dates.**

**The motion was carried unanimously.**

**4. RESOLUTION 2021-02, OWNERS DAM SAFETY PROGRAM (ODSP)**

**A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Approve Resolution 2021-02, Owners Dam Safety Program (ODSP) (see attached).**

**The motion was carried unanimously.**

**5. REQUEST TO APPROVE AGREEMENTS WITH THE WASHTENAW  
COUNTY ROAD COMMISSION FOR THE INSTALLATION OF TRAFFIC  
CALMING DEVICES ON ROSEDALE RD. IN THE AMOUNT OF \$24,862.00  
AND ON ONANDAGA AVE. IN THE AMOUNT OF \$9,912.00 BOTH  
BUDGETED IN LINE ITEM #101-446-000-818-022**

**A motion was made by Treasurer Eldridge, supported by Clerk Jarrell Roe to Approve Request to Approve Agreements with the Washtenaw County Road Commission for the Installation of Traffic Calming Devices on Rosedale Rd. in the Amount of \$24,862.00 and on Onandaga Ave. in the Amount of \$9,912.00 Both Budgeted in Line Item #101-446-000-818-022 (see attached).**

**Michael Radzik, OCS Director stated these were initiated by residents. He said Onandaga currently has calming devices and this will add an additional one.**

**The motion was carried unanimously.**

**6. REQUEST TO APPROVE AGREEMENT WITH WASHTENAW COUNTY FOR  
SERVICES IN RELATION TO REIMAGINE WASHTENAW FOR 2021 IN THE  
AMOUNT OF \$3,000.00 BUDGETED IN LINE ITEM #101-956-000-801-  
000**

**A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Request to Approve Agreement with Washtenaw County for Services in Relation to Reimagine Washtenaw for 2021 in the Amount of \$3,000.00 Budgeted in Line Item #101-956-000-801-000 (see attached).**

**The motion was carried unanimously.**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING  
PAGE 4**

**7. REQUEST TO APPROVE AGREEMENT WITH MISSION CONTROL GG LLC  
FOR E-SPORTS OPPORTUNITIES WITH FEES BUDGETED IN LINE ITEM  
#230-751-000-740-100**

**A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Approve Agreement with Mission Control GG LLC for E-Sports Opportunities with Fees Budgeted in Line Item #230-751-000-740-100 (see attached).**

**The motion was carried unanimously.**

**8. REQUEST TO APPROVE AGREEMENT WITH CARLISLE WORTMAN TO  
ASSIST WITH DEVELOPMENT OF AN YPSILANTI TOWNSHIP DOG PARK**

**A motion was made by Trustee Swanson, supported by Treasurer Eldridge to Approve Request to Approve Agreement with Carlisle Wortman to Assist with Development of an Ypsilanti Township Dog Park (see attached).**

Michael Hoffmeister, Residential Services Director, explained this is an agreement with Carlisle Wortman to begin work evaluating all of the site options for developing a dog park in Ypsilanti Michigan. Mr. Hoffmeister said they will be hosting public meetings which is very important when developing a new park site. He said they will then return to the board when this project is ready to go out for bid for the project for approval.

**The motion was carried unanimously.**

**9. REQUEST TO APPROVE A LETTER OF AGREEMENT WITH SPICER GROUP  
FOR DEVELOPMENT OF A CONCEPT PLAN AND GRANT APPLICATION  
FOR CLUBVIEW PARK IN THE AMOUNT OF \$12,000.00 BUDGETED IN  
LINE ITEM #212-212-000-801-000**

**A motion was made by Trustee Wilson, supported by Trustee Peterson to Approve a Letter of Agreement with Spicer Group for Development of a Concept Plan and Grant Application for Clubview Park in the Amount of \$12,000.00 Budgeted in Line Item #212-212-000-801-000 (see attached).**

Michael Hoffmeister, Residential Services Director stated this is an agreement with Spicer Group. He said in 2020 we contracted them to help with applying for an MD&R grant of which we were awarded for Community Center Park. He said we did not receive the initial grant for Clubview Park for the tennis courts renovations. He said in 2020 we applied for a recreation passport grant, after meeting with MD&R after the initial denial we got from them this year we believe we have a better chance at receiving the grant if we reapply for the land and water conservation fund grant. He said we will try one more time. He said the tennis courts are in need of repair to provide a safe space.

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING  
PAGE 5**

Supervisor Stumbo stated this would be for both tennis courts and pickle ball courts.

**The motion was carried unanimously.**

**10. REQUEST TO APPROVE AMENDMENT TO THE SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE FOR THE SCHOONER COVE BUS STOP PROJECT**

**A motion was made by Clerk Jarrell Roe, supported by Trustee Swanson to Approve Amendment to the Subaward of Federal Financial Assistance for the Schooner Cove Bus Stop Project (see attached).**

Michael Hoffmeister, Residential Services Director stated this request also involves item number 11 on the Agenda. He said during construction it was discovered that a lot of the sub-base and HMA that was previously installed was poorly done or there was no sub-base at all.

Mr. Hoffmeister stated that the next item is the change order that explains the difference as to why there is approximately \$24,977.53 of the contract. He said we have some money left over from the 2019 CDBG funding that allow us to transfer \$23,000.00 into the Schooner Cove project which only \$1,500.00 of Township money needs to be spent because of this change.

Mr. Hoffmeister stated the bus shelter will be installed April 21, 2021 by AAATA and the plan is to re-instate that route in the fall.

**The motion was carried unanimously.**

**11. REQUEST TO APPROVE CHANGE ORDER WITH OHM FOR THE SCHOONER COVE BUS STOP PROJECT IN THE AMOUNT OF \$24,977.53 BUDGETED IN LINE ITEM #101-970-000-974-100**

**A motion was made by Trustee Wilson, supported by Trustee Peterson to Approve Change Order with OHM for the Schooner Cove Bus Stop Project in the Amount of \$24,977.53 Budgeted in Line Item #101-970-000-974-100 (see attached).**

**The motion was carried unanimously.**

**12. REQUEST TO APPOINT JOHN NEWMAN TO WASHTENAW AREA TRANSPORTATION STUDY COMMITTEE**

**A motion was made by Treasurer Eldridge, supported by Trustee Swanson to Approve Request to Appoint John Newman to Washtenaw Area Transportation Study Committee.**

**The motion was carried unanimously.**

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING  
PAGE 6**

**13. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF A SPECIAL ASSESSMENT DISTRICT FOR VILLAGE GROVE STREETLIGHT ON FEBRUARY 16, 2021 AT APPROXIMATELY 7:00PM**

**A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Approve Request to Set a Public Hearing for the Creation of a Special Assessment District for Village Grove Streetlight on February 16, 2021 at Approximately 7:00PM.**

**The motion was carried unanimously.**

**14. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF A SPECIAL ASSESSMENT DISTRICT FOR VILLAGE GROVE CAMERA ON FEBRUARY 16, 2021 AT APPROXIMATELY 7:05PM**

**A motion was made by Treasurer Eldridge, supported by Trustee Wilson to Approve Request to Set a Public Hearing for the Creation of a Special Assessment District for Village Grove Camera on February 16, 2021 at Approximately 7:05PM**

Attorney Winters stated that Village Grove was a defendant in a lawsuit that was filed by the Township of Ypsilanti regarding a number of incidents that happened. He said culminating in an incident of a drug deal resulting in a number of assault weapons being used in a drug robbery where people were shot. He said bullets went through into neighboring apartments. He said after going to court with the owner of the apartment complex part of the resolution was to have a security camera and streetlight installed.

**The motion was carried unanimously.**

**15. BUDGET AMENDMENT #1**

**A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Budget Amendment #1 (see attached).**

**The motion was carried unanimously.**

**AUTHORIZATIONS AND BIDS**

**1. REQUEST TO APPROVE THE PROPOSAL FOR PROFESSIONAL SERVICES FROM CNC CONSULTING FOR CREATION OF A WEBSITE REDESIGN PROPOSAL IN THE AMOUNT OF \$135.00 PER HOUR BUDGETED IN LINE ITEM #101-266-000-801-000**

**A motion was made by Treasurer Eldridge, supported by Clerk Jarrell Roe to Approve the Proposal for Professional Services from CNC Consulting for Creation of a Website Redesign Proposals in the Amount of \$135.00 per hour Budgeted in Line Item #101-266-000-801-000**

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING**  
**PAGE 7**

Trustee Newman asked if there was a maximum that could be charged for the website redesign.

Clerk Jarrell Roe stated she had talked with Travis McDugald about time line and cost. She said he didn't put an exact date or cost because it was an estimate. She said she looked at the line item and there is more than enough funds to get this completed.

Supervisor Stumbo stated she would like to put a cap on the cost for this project and thought \$5,000.00 would a good start. She said we can always add if needed.

Deputy Clerk Stanfield stated that Mr. McDugald made up this scenario for his proposal by asking different consulting firms how they would handle a certain problem if it arose and how they would fix it. She said he did this only to find out what consulting firms would charge for the same issues so he could make a decision on which consulting firm we should use to help us find the redesign company we will use. Deputy Stanfield stated once its' decided to use this consultant they will help us find the web designer.

Trustee Peterson stated she would like a cap put on the proposal.

Trustee Wilson stated in the contract it say it would take 20.5 hours.

Attorney Winters stated that it would be wise to put a figure for not to exceed a certain amount because they can always come back to the board.

**A motion to Table was made by Treasurer Eldridge, supported by Trustee Wilson until February 2, 2021**

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

**The motion was carried unanimously.**

**2. REQUEST TO AWARD THE LOW BID FOR THE RENOVATION OF THE CIVIC CENTER 2<sup>ND</sup> FLOOR BATHROOMS TO THE PETERSEN COMPANIES IN THE AMOUNT OF \$69,950.00 BUDGETED IN LINE ITEM #101-970-000-975-106**

**A motion was made by Trustee Wilson, Jr., supported by Clerk Jarrell Roe to Approve the Request to Award the Low Bid for the Renovation of the Civic Center 2<sup>nd</sup> Floor Bathrooms to the Petersen Companies in the Amount of \$69,950.00 Budgeted in Line Item #101-970-000-975-106.**

Michael Hoffmeister, Residential Services Director stated there were three bids for this project and Peterson Companies came in with the low bid. He said he spoke

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING**  
**PAGE 8**

with the Building Department confirming they have never worked with this company before. He said he sent all the information to the Attorney and stated that this is presented tonight per Attorney review.

Attorney Winters stated he is redoing the contract with some changes including some insurance issues and will give this back to Mr. Hoffmeister.

**A motion was made by Trustee Wilson, supported by Clerk Jarrell Roe to make a friendly amendment contingent upon Attorney review.**

**The motion was carried unanimously.**

**OTHER BUSINESS**

**1. REQUEST TO APPROVE THE APPOINTMENT OF FRED WILLIAMS III TO  
THE CIVIL SERVICE COMMISSION TERM EXPIRES 11/20/2024**

**A motion was made by Treasurer Eldridge, supported by Clerk Heather Roe to Approve the Appointment of Fred Williams III to the Civil Service Commission Term Expires 11/20/2024.**

Treasurer Eldridge expressed his support for choosing Mr. Williams. He said he is an honorable man and the best choice for this commission.

Supervisor Stumbo stated that she is happy with this appointment but saddened by the passing of Mr. Sindlinger and thanked him for his service.

**The motion was carried unanimously.**

**BOARD MEMBER UPDATES**

Treasurer Eldridge stated that he feels privileged to be in the position he is in and has large shoes to fill. He said when he got appointed to this Board in 2004, TR Stumbo was one of the first people to come forward to help me. He said he is indebted to him for all he did for him through the years.

Trustee Swanson stated she wanted to thank the staff at the Township and appreciated the information and tech support that she has received. She said there has not been one person that she interfaced with that hasn't been completely helpful in making sure she can serve in her role as Trustee. She said she appreciates the background information that Attorney Winters has provided to her.

Trustee Newman stated he also appreciates all the help he has received.

Supervisor Stumbo stated that the New West Willow Neighborhood Association has applied for a grant with Habitat for Humanity and Family Life Center and the Proposal for Michigan Health Endowment Fund Community Health Impact

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING**  
**PAGE 9**

Initiative. She said the grant is proposing to create a relationship resource programs. She said part of this grant through a relationship resource program will provide companions for older adults living in West Willow and Sugarbrook helping them with difference programs they may need.

Supervisor Stumbo appreciated this board, former board members, and employees who reached out to her during this sad time with the loss of TR Stumbo.

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

**Motion carried unanimously.**

**The meeting was adjourned at approximately 8:16PM**

**Respectfully Submitted,**

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

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

# **RESOLUTION 2021-03**

## **APPROVING REFUNDING CONTRACT**

Charter Township of Ypsilanti  
County of Washtenaw, State of Michigan

---

Minutes of a regular meeting of the Township Board (the “Governing Body”) of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the “Township”), held electronically on the 19<sup>th</sup> day of January, 2021, at 7:00 o’clock p.m., prevailing Eastern Time.

PRESENT: Members: Stumbo, Eldridge, Jarrell Roe, Newman, Peterson, Swanson,  
Wilson

ABSENT: Members: None

The following preamble and resolutions were offered by Member Jarrell Roe and supported by Member Wilson:

WHEREAS, it is deemed necessary to refund certain maturities of the Ypsilanti Community Utilities Authority’s 2011 Refunding Bonds (Charter Township of Ypsilanti) (the “Prior Bonds”) so as to produce interest savings to the Township; and

WHEREAS, a Refunding Contract has been prepared between the Township and the Ypsilanti Community Utilities Authority (“YCUA”) to provide for the refunding of certain maturities of the Prior Bonds; and

WHEREAS, pursuant to the Refunding Contract, YCUA plans to issue refunding bonds designated "2021 Refunding Bonds (Charter Township of Ypsilanti) (Limited Tax General Obligation)" (the "Refunding Bonds"); and

WHEREAS, this Governing Body has carefully reviewed the proposed Refunding Contract and finds that it provides the best means for accomplishing the necessary savings to the Township.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Refunding Contract, described in the preamble to this resolution, is approved, and the Supervisor and the Township Clerk of the Township are directed to execute and deliver the Contract on behalf of the Township.

2. The Supervisor, the Township Clerk and the Township Treasurer each is hereby authorized to execute on behalf of the Township any closing document or certificate as may be required by YCUA or the purchaser of the Refunding Bonds. The Township hereby covenants to

take all action within its control to the extent permitted by law necessary to maintain the exclusion of the interest on the Refunding Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “Code”), including but not limited to, actions relating to the rebate of arbitrage earnings and expenditure and investment of proceeds of the Refunding Bonds and moneys deemed to be proceeds of the Refunding Bonds.

3. The Supervisor, the Township Clerk and the Township Treasurer is each individually hereby authorized and directed to approve the circulation of a preliminary official statement and a final official statement describing the Refunding Bonds and to execute a final official statement on behalf of the Township.

4. The Township shall enter into an undertaking for the benefit of the holders and beneficial owners of the Refunding Bonds (the “Undertaking”) and shall comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission regarding continuing disclosure. The Supervisor, the Township Clerk and the Township Treasurer each is authorized to execute and deliver the Undertaking on behalf of the Township.

5. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

AYES: Members Stumbo, Eldridge, Jarrell Roe, Newman, Peterson, Swanson,  
and Wilson

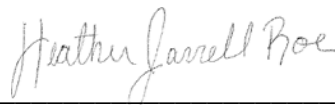
NAYS: Members None

RESOLUTION DECLARED ADOPTED.



Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on January 19, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Heather Jarrell Roe, Township Clerk

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2021-01

### POVERTY EXEMPTION GUIDELINES & APPLICATION

**WHEREAS**, the homestead of persons who, in the judgment of the Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under Section 7u of the Michigan Property Tax Act, Public Act 206 of 1893; and

**WHEREAS**, pursuant to Section 211.7u, Ypsilanti Charter Township, Washtenaw County adopts the following guidelines and application for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner and occupy as a homestead (primary residence) the property for which an exemption is requested, as of Tax Day, December 31 of the proceeding year.
- 2) File a claim with the Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including property tax credit returns, filed in the current or immediately preceding year.
- 3) Meet the income threshold guidelines (maximum income) adopted by the Township Board. The income threshold as adopted is that all household income cannot exceed 30% of the median income for Ann Arbor (Washtenaw County) as published by the United States Department of Housing and Urban Development (HUD) as of December 31 of the preceding year. These income thresholds will be used as long as they are higher than the Federal Poverty Guidelines as determined annually by the United States Office of Management and Budget.
- 4) Meet the maximum asset eligibility test as follows: Assets other than the taxpayer's primary residence, standard mode of transportation and usual household goods valued at more than \$25,000 will be considered and added to the household income to determine eligibility.
- 5) Due to the P.A. 253 of 2020 changes to MCL211.7u, the guidelines will now provide for a partial exemption equal to 25% or 50% reduction in taxable value.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Review shall follow the above stated policy, guidelines and application in granting or denying exemptions.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2021-01 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 19, 2021.



Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

# Charter Township of Ypsilanti

## RESOLUTION NO. 2021-02

### OWNERS DAM SAFETY PROGRAM (ODSP)

**WHEREAS**, the Charter Township of Ypsilanti, in Washtenaw County Michigan, currently holding a license with the Federal Energy Regulatory Commission (FERC) to operate the Ford Lake Hydroelectric Project (Project) #5334, and

**WHEREAS**, the FERC requires the Charter Township of Ypsilanti to develop, implement, fund and continue to support the ODSP, per the FERC guideline, for the Project until such time that the Charter Township of Ypsilanti releases ownership or the Project is no longer under the jurisdiction of the FERC, and

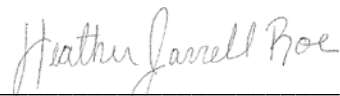
**WHEREAS**, the ODSP document clearly defines the responsibility for the Charter Township of Ypsilanti and its employees, and consultants, and

**WHEREAS**, the purpose of this Resolution is not new to the Charter Township of Ypsilanti, but rather a re-dedication to dam safety and the responsibilities that come with owning the Project, and

**WHEREAS**, by the action of this document, the Charter Township of Ypsilanti is showing the commitment to the FERC to operate a safe Project, prioritizing safety over any other goals, and

**NOW THEREFORE**, be it resolved that the Charter Township of Ypsilanti Board of Trustees acknowledges the Owners Dam Safety Program to maintain compliance with the FERC and define the role of Charter Township of Ypsilanti related to the Project.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2021-02 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 19, 2021.



Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

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

THIS AGREEMENT, made and entered into this 21 day of January, 2021 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

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

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

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

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$24,862.00.

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

---

---

**AGREEMENT SUMMARY**

**Estimated Cost**

**Installation of three speed humps on Rosedale Road**

**\$24,862.00.**

**FOR YPSILANTI TOWNSHIP:**

Brenda L. Stumbo  
Brenda L. Stumbo, Supervisor Jan. 21, 2021  
Heather Jarrell Roe  
Heather Jarrell Roe, Clerk Jan. 21, 2021

John A. H. Witness  
Rosa H. Stanford Witness

**FOR WASHTENAW COUNTY ROAD COMMISSION:**

\_\_\_\_\_  
Douglas E. Fuller, Chair \_\_\_\_\_ Witness

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

## PRELIMINARY ENGINEER'S ESTIMATE

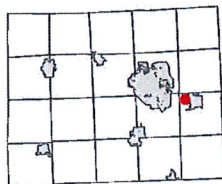
Project: Speed Hump Installation  
Location: Rosedale Rd, Ypsilanti Twp  
Date: 09/08/2020



ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	3	EA	\$4,950.00	\$14,850.00	Contractor Install
	PVMT MKGS INSTALLATION	3	EA	\$850.00	\$2,550.00	Contractor Install
	TRAFFIC SIGNS	8	EA	\$310.00	\$2,480.00	WCRC Install
				SUBTOTAL	\$19,880.00	
				CE/INCID 15%	\$2,982.00	Eng./Inspect. Costs
				CONST EST	\$22,862.00	
	TRAFFIC CONTROL		LS		\$2,000.00	Contractor Cost
				PROJECT TOTAL:	\$24,862.00	



**Proposed locations  
for speed humps on  
Rosedale Rd**



0 100.00 200.0 400.0  
Feet  
1: 2,400

8/24/2020

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.



NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

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

THIS AGREEMENT, made and entered into this 21 day of January, 2021 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install one (1) additional speed hump on Onandaga Avenue east of Eugene Avenue (the "Project"); and

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

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

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$9,912.00.

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

---

---

**AGREEMENT SUMMARY**

**Estimated Cost**

**Installation of one speed hump on Onandaga Avenue** **\$9,912.00**

**FOR YPSILANTI TOWNSHIP:**

Brenda L. Stumbo  
Brenda L. Stumbo, Supervisor Jan. 21, 2021

Heather Jarrell Roe  
Heather Jarrell Roe, Clerk Jan. 21, 2021

John H. [Signature] Witness

Kevin Stanford Witness

**FOR WASHTENAW COUNTY ROAD COMMISSION:**

\_\_\_\_\_  
Barbara R. Fuller, Chair

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

# PRELIMINARY ENGINEER'S ESTIMATE

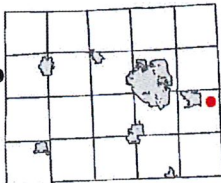
Project: Speed Hump Installation  
 Location: Onandaga Ave, Ypsilanti Twp  
 Date: 01/05/2020



ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	1	EA	\$5,100.00	\$5,100.00	Contractor Install
	PVMT MKGS INSTALLATION	1	EA	\$850.00	\$850.00	Contractor Install
	TRAFFIC SIGNS	3	EA	\$310.00	\$930.00	WCRC Install
				SUBTOTAL	\$6,880.00	
				CE/INCID 15%	\$1,032.00	Eng./Inspect. Costs
				CONST EST	\$7,912.00	
	TRAFFIC CONTROL		LS		\$2,000.00	Contractor Cost
				PROJECT TOTAL:	\$9,912.00	



- Existing speed hump
- Proposed speed hump



0 100.00 200.0 400.0 Feet

1: 2,400

12/30/2020



NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

CONTRACT  
***Charter Township of Ypsilanti***

AGREEMENT is made this 1st day of January, 2021, by the Charter Township of Ypsilanti located at 7200 Huron River Drive, Ypsilanti, MI 48197 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County").

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

ARTICLE I - SCOPE OF SERVICES

The COUNTY will allocate and fully support a dedicated, approximate half-time professional project manager to lead the Relmagine Washtenaw regional planning effort, and, in addition, provide space for meetings of the Joint Technical Committee (JTC), coordinate monthly JTC meetings, coordinate submittal of grant applications, coordinate special projects, conduct research, and other tasks, as determined necessary and appropriate by the JTC.

ARTICLE II - COMPENSATION

During the period the above services are provided, the Charter Township of Ypsilanti will pay the COUNTY within 30 days of receipt of an invoice in calendar year 2021 in the amount not to exceed three thousand dollars (\$3,000).

ARTICLE III - TERM

This contract begins on the date of this agreement and ends on December 31, 2021.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County 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 County 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 County 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 County, 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 V - EQUAL ACCESS

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

ARTICLE VI - ASSIGNS AND SUCCESSORS

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

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving one hundred eighty (180) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE IX - CHOICE OF LAW AND FORUM

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

ARTICLE X - EXTENT OF CONTRACT

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

ARTICLE XI - ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

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

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

APPROVED AS TO CONTENT:

Charter Township of Ypsilanti

By: \_\_\_\_\_  
Teresa Gillotti (DATE)  
OCED Director

By: Brenda Stumbo (DATE) Jan. 21, 2021  
Brenda Stumbo  
Charter Township of Ypsilanti Supervisor

APPROVED AS TO FORM BY

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

Heather Jarrell Roe  
Heather Jarrell Roe (DATE) Jan. 21, 2021  
Heather Jarrell Roe  
Clerk

## Mission Control GG

### Organization Agreement

This Channel Partner Agreement, dated as of 1-21-2021 (the "Agreement"), is entered into by and between Mission Control GG, Inc., a Delaware corporation ("Mission Control"), and Charter Top of Ypsilanti ("Channel Partner", and together with Mission Control, the "Parties", and each, a "Party").

1. **Purpose.** Mission Control is in the business of designing and operating a software-as-a-service platform which facilitates the formation of recreational esports leagues (the "Services"). Individuals within Channel Partner's network wish to have access to the Services and Channel Partner wishes to arrange for such access for the Authorized Users (the "Purpose"). In order to fulfil the Purpose, the Parties enter into this Agreement.

2. **Payment for Access to the Services.** Channel Partner shall pay Mission Control the following:

2.1 **Setup Fee.** Channel Partner shall pay Mission Control a setup fee for the on-boarding as Channel Partner joins the platform:

- ☐ Basic Setup Fee (Automated Setup Process): \$500.00
- ☐ Advanced Setup Fee (Exclusive 1on1 Setup Process): \$1,500.00

2.2 **Annual Fee.** Beginning \_\_\_\_\_, unless Channel Partner terminates this agreement by written notice to Mission Control, Channel Partner will automatically be charged a recurring annual fee for access to the Services, based upon the number of Active Authorized Users accessing the Services. "Active Authorized Users" are defined as users who have been registered in Channel Partner's organization on the Mission Control platform within the previous 30 days or has been active in a league associated with Channel Partner's organization on the Mission Control platform within the previous 90 days. Channel Partners will not be upgraded to a new tier (as set forth below) without its explicit consent. Partner can cancel their plan at any moment within the platform and pay for the amount of time used on the platform already. Select the tier you expect to be in (subject to change, based on size, pending approval):

- ☒ 0 – 40 Active Authorized Users: \$600.00 ("Tier 1")
- ☐ 41-150 Active Authorized Users: \$1,200.00 ("Tier 2")
- ☐ 151-500 Active Authorized Users: \$3,000.00 ("Tier 3")
- ☐ 500+ Mutually Agreed Upon Pricing

3. **Revenue Share.**

- ☒ Channel Partner intends to charge League Registration Fees
- ☐ Channel Partner does not intend to charge League Registration Fees

3.1 **League Registration Fee Revenue Share.** If the applicable box is checked immediately above, as directed by the Channel Partner at time of League Creation, Mission Control will charge Authorized Users a fee for participating in the Services (a "League Registration Fee"). Mission Control will pay to the Channel Partner 90% of League Registration Fee gross revenues

generated by the Channel Partner's Authorized Users (the "Revenue Share Amount"). If the applicable box is not checked immediately above, the provisions of this Section 3 shall not apply to the relationship between the Parties.

3.2 **Reporting.** Monthly, no later than the 30<sup>th</sup> day of the month following the month in which a League Registration Fee is paid, Mission Control shall send to Channel Partner a report indicating the amount of League Registration Fees paid by Channel Partner's Authorized Users and the Revenue Share Amount for the preceding month.

3.3 **Payment of Revenue Share.** Monthly, no later than the 30<sup>th</sup> day of the month following the month in which a League Registration Fee is paid, Mission Control shall pay the Revenue Share Amount to Channel Partner via ACH using the following instructions:

Bank Name: \_\_\_\_\_  
Routing Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_

4. **Licensing of Marks.** Each of the Parties grants to the other the limited, non-transferable, revocable permission to use the other Party's trademarks, service marks or other identifying marks of the other Party (the "Marks") in order to achieve the Purpose. No other use of the Marks is permitted without the express written consent of the other Party. Neither Party shall depict the Marks in any manner or in any materials that would tend to denigrate, disparage, tarnish, present in a false light, or otherwise reflect negatively on the Marks, the other Party or any of its affiliates, or any of the other Party's respective products or services. The Parties may revoke the permission set forth in this Section 4 at any time by written notice. Each Party may publicly disclose the fact that an agreement between Mission Control and Channel Partner exists, however the terms of this Agreement shall be kept confidential by both Parties.

5. **Terms of Use.** The relationship between Mission Control and Channel Partner, and the use of the Services by Authorized Users shall at all times be subject to Mission Control's Terms of Use, as set forth at <https://app.termly.io/document/terms-of-use-for-website/15087e11-678e-49c8-9fb9-feff372268de>, as may be amended from time to time.

6. **Data and Privacy.** The relationship between Mission Control and Channel Partner, and the use of the Services by Authorized Users shall at all times be subject to Mission Control's Terms of Use, as set forth at <https://app.termly.io/document/privacy-policy/61d2c399-55ab-4ba8-b7bf-9c704dd6330c#infocollect>, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Mission Control GG, Inc.

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

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

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

Address: 401 S. Pine St.

St. Louis, MO 63102

Channel Partner: Charter Township of Ypsilanti

By: Brenda L. Stumbo Heather Jarrell

Name: Brenda L. Stumbo Heather Jarrell

Title: Supervisor Clerk

Email: bstumbo@ytown.org hjarrell@ytown.org

Partner Address: \_\_\_\_\_

7200 S. Huron River Dr.  
Ypsilanti, MI 48197

---

## Work Plan

---

### 1. Evaluation of Potential Project Sites

While we understand that a preferred site has been identified, it will be critical to have full community support for the site prior to development of the park. We recommend offering no more than three (3) alternative locations for community consideration. Per our earlier discussions, locations would be limited to community parks with adequate access and parking.

- A. Meet with the Steering Committee to discuss the evaluation process.
- B. Discuss maintenance plans, noise issues, environmental sensitivity, and other potential concerns that may affect the site selection.
- C. Identify two (2) alternative sites in addition to the current preferred location.

### 2. Formulation of Concept Plans

- A. Develop base maps and high-level concept plans which effectively illustrate the development potential for each site.
- B. Post plans, survey link, and links to virtual meetings on the Ypsilanti Township Parks and Recreation Website for public input. Use Township's social media accounts to advertise the planning activities.
- C. OPTIONAL: CWA will develop and maintain a project website which will include all drawings, surveys, and links to meetings. The Township's social media accounts will still be used to advertise the planning activities.
- D. Prepare concept boards to be posted at Township Hall, the Community Center, and Ypsilanti District Library.

### 3. Community Outreach

As mentioned earlier in this proposal, we anticipate that the current pandemic will necessitate remote/virtual community outreach. Should circumstances change in the coming months, we can adjust the outreach plan as needed to include in-person meetings. CWA staff do the following:

- A. Prepare and advertise an online survey to be hosted on SoGoSurvey. CWA staff would also prepare an analysis of results for the Steering Committee to help inform the decision-making process.
- B. Host a series of virtual meetings to present the plans to the public and receive community feedback. We recommend a minimum of two (2) meetings for this initial outreach.
- C. Summarize results of survey and meeting and present to Steering Committee for final input.
- D. Communicate final site selection.

### 4. Development of Final Concept Plan

- A. Develop detailed plan and renderings of based on input received from Township residents and the Steering Committee.
- B. Post detailed plan on project website for community feedback.
- C. Prepare and monitor follow-up survey for community feedback.
- D. Hold minimum of one (1) virtual community meeting for community feedback.
- E. Present results of community feedback and detailed plan to the Parks and Recreation Commission and Township Board of Trustees.

## T i m e l i n e

The following timeline is designed to allow for construction by late fall 2021. Construction will depend on the availability and schedule capability of the selected firms, however, which may push construction to spring 2022. The schedule can be adjusted as needed to better meet the needs of Ypsilanti Township.

January 2021	Meetings	<ul style="list-style-type: none"> <li>Contract approved by Township Board</li> </ul>
	1A	<ul style="list-style-type: none"> <li>Meeting with Steering Committee to discuss preliminary work and select two alternative sites</li> </ul>
February - March 2021		<ul style="list-style-type: none"> <li>Develop preliminary concept plans, project website, and online survey.</li> </ul>
	3B (2)	<ul style="list-style-type: none"> <li>Host a minimum of two virtual community meetings to receive input on preliminary plans.</li> </ul>
	3C	<ul style="list-style-type: none"> <li>Meet with Steering Committee to discuss survey and meeting results and select final location.</li> </ul>
April 2021		<ul style="list-style-type: none"> <li>Prepare detailed concept drawing and renderings for final project site.</li> <li>Update webpage and create follow-up survey for feedback.</li> </ul>
May 2021	4D	<ul style="list-style-type: none"> <li>Host a minimum of one virtual community meeting to receive input on detailed plan.</li> </ul>
	4E (2)	<ul style="list-style-type: none"> <li>Present results of community feedback and detailed plan to Board of Trustees and Parks and Recreation Commission</li> <li>Revise plan as needed based on input from community, Board of Trustees, and Parks and Recreation Commission</li> </ul>
June 2021	4G	<ul style="list-style-type: none"> <li>Present final plan to Board of Trustees and hold Public Hearing.</li> </ul> <p>Action Requested: Adoption of the final plan after the public hearing conditional upon any potential changes resulting from the public hearing.</p>
July 2021		<ul style="list-style-type: none"> <li>Develop bid package and distribute RFP</li> <li>Assist Township with bid tabulation and selection of firm.</li> </ul>

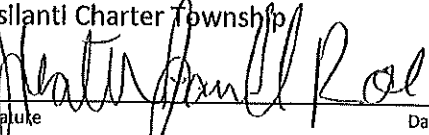
  
\_\_\_\_\_  
Signature Date

Brenda Stumbo

Township Supervisor

Ypsilanti Charter Township

Jan. 21, 2021


  
\_\_\_\_\_  
Signature Date

Heather Jarrell Roe

Clerk

Ypsilanti Charter Township

Jan. 21, 2021

  
\_\_\_\_\_  
Signature Date

Benjamin Carlisle, AICP

Principal

Carlisle/Wortman Associates, Inc.

1/26/21



December 18, 2020

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

RE: Clubview Park Tennis and Pickleball Courts  
Ypsilanti Charter Township, Michigan  
Letter Agreement for Professional Services

Mr. Hoffmeister:

At your request, we are furnishing you with a letter agreement to develop a complete concept plan and a Land and Water Conservation Fund (LWCF) grant application through the Michigan Department of Natural Resources (MDNR) for improvements at Clubview Park. The grant proposal will need to be completed by the grant submittal due date of April 1, 2021.

#### **BACKGROUND**

Clubview Park currently includes two tennis courts on one playing surface with a chain-link fence enclosure. The asphalt playing surface is in poor condition such that it is unusable due to risk of injury. We assisted the Township in submitting a Recreation Passport (RP) grant through MDNR this year, but unfortunately that grant program is quite competitive and your application was not recommended for award. During a conference call with an MDNR Grant Coordinator, we learned that we were very close to having enough points to get the award and we may have success applying for the same grant in 2021. However, we are likely to score well in the LWCF grant program as well, which is much less competitive. While only about 30% of RP grants applications submitted in 2020 were awarded, the vast majority of LWCF grant applications were awarded. For that reason, we understand you would like to submit an application for the LWCF grant for Clubview Park Improvements in 2021.

#### **SCOPE OF BASIC PROFESSIONAL SERVICES**

Spicer Group's proposed services follow. They are phased to reflect the orderly and reasonable progress of the project and, unless otherwise directed by you, we will only proceed from one phase to the next with your concurrence and approval. This proposal will remain valid for 90 days.

#### **SHPO Clearance**

1. The LWCF guidelines require that applicants submit a project review request to the State Historic Preservation Office (SHPO). This includes the following:
  - Section 106 Application
  - USGS map of project site
  - Project location map of site
  - Area of Potential Effect (APE) map of site
  - Photos of site
  - Photo map of site
  - Electronic submittal to SHPO

December 18, 2020

Page 2 of 3

#### Concept Plan and Preliminary Estimate of Cost

1. The existing concept plan and project details will be carried over from the 2020 RP grant application
2. The Preliminary Estimate of Cost will be updated based on currently available average unit prices

#### Grant Application

1. The application will be completed in MiRecGrants.
2. Produce the project location map and the project boundary map.
3. Review and complete the environmental checklist with the Township.
4. Write the supporting grant text.
5. Include project photos.
6. Produce and submit the Transmittal Letter and Notice of Intent form to the regional planning house and Washtenaw County.
7. Compile and upload all the requirements for the grant application in the MiRecGrants system.

#### **SERVICES NOT INCLUDED**

The following items are necessary to successful completion of the project, but are expected to be provided or performed by the Township and are not included in our Scope of Work:

- Assist with and provide information for the grant application form as needed (i.e. property deeds, plat map information, property descriptions, etc.)
- Obtain commitment letters from any cash donors.
- Obtain attorney signature on documentation of site control form.
- Include the application as an agenda item, open to discussion at a regular public meeting prior to the Township's approval of a resolution supporting the grant and committing the funds.
- Produce an Affidavit of Publication documenting proper advance notice of public meetings/hearings held for comment on the project.
- Produce signed public meeting minutes.
- Certify a resolution from Ypsilanti Charter Township, regarding the application, committing the matching funds prior to March 26, 2021.
- Solicit and collect letters of support from the community.
- Review final submittal documents.
- Submit grant through the MiRecGrants system.

#### **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. Unless other payment arrangements are made, we will include any of our project subconsultants costs on our invoice including a 10% fee to cover taxes, administration, and insurance.

SHPO Clearance .....	\$3,500
Concept Plan and Preliminary Estimate of Cost.....	\$1,500
DNR Grant Application .....	\$7,000
<b>Total fee not to exceed .....</b>	<b>\$12,000</b>

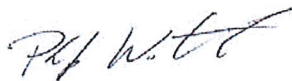
We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

If this proposal meets with your approval, please acknowledge this approval with authorized signatures below and return to us. 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](mailto:kevinw@spicergroup.com)



**Phil Westmoreland, P.E.**  
Senior Project Manager  
Cell: (517) 375-9449  
mailto: [philaw@spicergroup.com](mailto:philaw@spicergroup.com)

**SPICER GROUP, INC.**  
125 Helle Blvd, Suite 2  
Dundee, MI 48131

Attachment: General Conditions

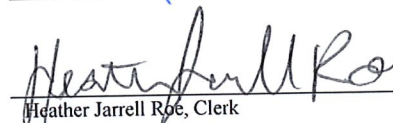
Cc: SGI File 127132PR2019

Above proposal accepted and approved by Owner.

#### YPSILANTI CHARTER TOWNSHIP

By:   
Brenda Stumbo, Supervisor

Date: Jan. 21, 2021

By:   
Heather Jarrell Roe, Clerk

Date: Jan. 21, 2021

## 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 not withstanding 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-off's 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.



OFFICE OF COMMUNITY &  
ECONOMIC DEVELOPMENT

*Collaborative solutions for a promising future*

415 W. Michigan Avenue  
Ypsilanti, MI 48197

734.544.6748 (P)  
734.544.6749 (F)

[www.washtenaw.org/oced](http://www.washtenaw.org/oced)  
[twitter@WashtenawOCED](mailto:twitter@WashtenawOCED)

[facebook.com/washtenawoced](https://facebook.com/washtenawoced)  
[www.opportunitywashtenaw.org](http://www.opportunitywashtenaw.org)

January 12, 2021

CR #52674-2

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

Dear Supervisor Stumbo,

Washtenaw County wishes to amend the contract with Charter Township of Ypsilanti for the ***Schooner Cove Bus Stop*** project. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Agreement for Subaward of Federal Financial Assistance between Washtenaw County and Charter Township of Ypsilanti dated October 29, 2020 and CR# 52674 as follows:

**Amend ARTICLE II – SCOPE OF SERVICES as follows:**

The Subrecipient will agree to use Washtenaw Urban County **2019 and 2020 CDBG funds for the eligible costs of construction and construction engineering services** for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive in the Charter Township of Ypsilanti. Project includes a bus bay (pull out) at the northeast corner of Schooner Cove Boulevard and S. Huron River Drive, improvements to existing storm water management system and adjacent asphalt pathway, and addition of a pedestrian crosswalk to access the bus stop from the south side of Huron River Drive. The contract will be paid for with 2019 and 2020 Urban County CDBG funding, ***not to exceed Two Hundred Thirty Thousand and Six Hundred Dollars and Zero Cents (\$230,600.00)***, in accordance with the budget in Attachment B.

**Amend ATTACHMENT B – PROJECT BUDGET as follows:**

SUMMARY OF TERMS: The COUNTY agrees to pay to or on behalf of the TOWNSHIP an amount not to exceed ***Two Hundred Thirty Thousand and Six Hundred Dollars and Zero Cents (\$230,600.00)***, in 2019 and 2020 CDBG Funds according to the budget on the following page:

**PROJECT BUDGET:**

Schooner Cove Bus Stop Improvements Project Construction Budget	
REVENUE SOURCE(S):	TOTAL
Grant Amounts CDBG (2019) – Allocation	\$70,137.00
Grant Amounts CDBG (2020) – Allocation	\$160,463.00
Other Support (In-Kind)	
Status of Funds	
<b>Total Revenues</b>	<b>\$230,600.00</b>
PROGRAM EXPENSES	TOTAL
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	\$24,577.00
Other – construction	\$206,023.00
<b>Total Expenditures</b>	<b>\$230,600.00</b>

All other terms and conditions remain the same as in the original contract.

ATTEST:

WASHTENAW COUNTY (Pass-Through Entity)

\_\_\_\_\_  
Lawrence Kestenbaum      DATE  
County Clerk/Register

\_\_\_\_\_  
Gregory Dill      DATE  
County Administrator

APPROVED FOR CONTENT:

CHARTER TOWNSHIP OF YPSILANTI (Subrecipient)

\_\_\_\_\_  
Teresa Gillotti      DATE  
OCED Director

\_\_\_\_\_  
Brenda Stumbo      DATE  
Supervisor

Original: Clerk  
Contractor  
cc: Department  
Purchasing

*Brenda Stumbo*  
\_\_\_\_\_  
Brenda Stumbo      Jan. 21, 2021  
Supervisor  
*Heather Jarrell Roe*  
\_\_\_\_\_  
Heather Jarrell Roe      Jan. 21, 2021  
Clerk

# CHANGE ORDER



**Project:** Ypsilanti Township - Schooner Cove Bus Stop

**Owner:** Ypsilanti Township  
7200 S. Huron River Dr.  
Ypsilanti, MI 48197  
(734) 484-4700

**Contractor:** Charter Township of Ypsilanti

7200 S Huron River Drive  
Ypsilanti, MI 48197  
(734) 544-3651

**Note:**

TO THE CONTRACTOR:

You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

OHM Advisors  
34000 Plymouth Road  
Livonia, MI 48150  
(734) 522-6711

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	\$41,674.53
Original Contract Amount:	\$165,803.00
Contract Amount Including Previous Change Orders:	\$165,803.00
Amount of this Change Order:	<u>\$41,674.53</u>
REVISED CONTRACT AMOUNT:	\$207,477.53

**Accepted By**

Best Asphalt, Inc. \_\_\_\_\_

Date \_\_\_\_\_

**Approved By**

*Dave L. Stumbo* | *Heather Jarrell Roe*

Date Jan. 21, 2021

**Recommended By**

*Brenda L. Stumbo* | *Heather Jarrell Roe*  
Supervisor  
Matt Parks, Principal

Date \_\_\_\_\_



Job Number: 0098-18-0040

Change Order Number: 1

Date: 12/14/2020

Print Date: 12/15/2020

**Note:**

TO THE CONTRACTOR:  
You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

\$41,674.53

**\$165,803.00**

**\$165,803.00**

\$41,674.53

REVISED CONTRACT AMOUNT: \$207,477.53

Best Asphalt, Inc.

Date 12/16/2020

Date \_\_\_\_\_

Malt Parks, Principal

Matthew Parks, Principal

Date \_\_\_\_\_

**Items**

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
<b>THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT</b>						
<b>Division: A - 1 - Overall Project</b>						
<b>Additional Items to the Contract:</b>						
41	Extra Concrete Curb Work Extra curb needed to be removed and replaced at entrance of apartment complex due to ADA.	0.00 Ls	1.00	1.00	\$875.00	\$875.00
42	Milling along Roadway Per OHM, extra curb needed to be removed and replaced at entrance of apartment complex due to ADA	0.00 Ls	1.00	1.00	\$1,404.00	\$1,404.00
43	Extra Topsoil for North Path Due to having to raise the north path 6', extra topsoil needed to match new path grade	0.00 Ls	1.00	1.00	\$525.00	\$525.00
44	Paving North Path Due to the soft grade on North path, had to use 2 skid loaders and 2 operators to feed the paver to pave the North path as well as extra crew time	0.00 Ls	1.00	1.00	\$1,140.00	\$1,140.00
<b>SUB-TOTAL INCREASES DIVISION A - 1 - Overall Project:</b>						<b>\$3,944.00</b>
<b>Division: B - 2 - Project Removal/ SESC</b>						
11	Erosion Control, Silt Fence	712.00 Ft	69.00	781.00	\$1.50	\$103.50
<b>SUB-TOTAL INCREASES DIVISION B - 2 - Project Removal/ SESC:</b>						<b>\$103.50</b>
<b>Division: C - 3 - Project Construction</b>						
19	Aggregate Base, 21AA Limestone, 10 inch	129.00 Ton	323.98	452.98	\$67.00	\$21,706.66
28	HMA, 4E1 Base, 2 inch	19.00 Ton	4.53	23.53	\$233.00	\$1,055.49
29	HMA, 5E1 Wear, 2 inch	19.00 Ton	13.69	32.69	\$236.00	\$3,230.84
30	HMA, LVSP, Pathway, 3 inch	34.00 Ton	104.60	138.60	\$176.00	\$18,409.60
31	HMA, 4E1 Level, 2 inch	19.00 Ton	2.95	21.95	\$236.00	\$696.20
32	Curb and Gutter, Conc, Det F4	150.00 Ft	19.00	169.00	\$44.00	\$836.00
35	Sidewalk, Conc, 4 inch	1060.00 Sft	536.73	1596.73	\$8.30	\$4,454.86
39	Riprap, Plain	16.00 Ton	8.62	24.62	\$40.00	\$344.80
40	Slope Restoration	223.00 Syd	652.77	875.77	\$14.00	\$9,138.78
<b>SUB-TOTAL INCREASES DIVISION C - 3 - Project Construction:</b>						<b>\$59,873.23</b>
<b>THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT</b>						
<b>Division: C - 3 - Project Construction</b>						
14	Structure Adj.	5.00 Ea	-4.00	1.00	\$400.00	(\$1,600.00)
17	Maintenance Aggregate	35.00 Ton	-35.00	0.00	\$60.00	(\$2,100.00)
20	Storm Structure, Reconstruction	3.00 Ft	-1.00	2.00	\$500.00	(\$500.00)
21	Trench Undercut and Backfill	150.00 Cyd	-150.00	0.00	\$90.00	(\$13,500.00)
27	Hand Patching	10.00 Ton	-7.00	3.00	\$350.00	(\$2,450.00)
33	Mountable Curb, Conc, 1 inch	140.00 Ft	-17.80	122.20	\$49.00	(\$872.20)
34	Sidewalk Ramp, Conc, 6 inch	1017.00 Sft	-102.00	915.00	\$12.00	(\$1,224.00)
<b>SUB-TOTAL DECREASES DIVISION C - 3 - Project Construction:</b>						<b>(\$22,246.20)</b>

**CHARTER TOWNSHIP OF YPSILANTI  
2021 BUDGET AMENDMENT #1**

January 19, 2021

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase    \$205,357.00**

Request to increase the budget for PTO payout request of 80 hours to be paid at 75%. This will be funded by an appropriation for prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$243.00
		Net Revenues	<u><u>\$243.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-371-000-708.004	\$226.00
	FICA	101-371-000-715.000	\$17.00
		Net Expenditures	<u><u>\$243.00</u></u>

Request to re-budget for the 2020 Textile Road at Cherrywood Drive Pedestrian installation by Washtenaw County Road Commission approved by the Board on March 3, 2020. The project was push forward to 2021, but was not included in the 2021 budget. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$25,605.00
		Net Revenues	<u><u>\$25,605.00</u></u>
Expenditures:	Highway, Street, & Road Construction	101-446-000-818.022	\$25,605.00
		Net Expenditures	<u><u>\$25,605.00</u></u>

Request to re-budget for the 2020 Township's grant match for the relocation of the Hewitt Road pedestrian crossing at Burns Avenue to Harding Avenue by Washtenaw County Road Commission approved by the Board on April 21, 2020. The project was push forward to 2021, but was not included in the 2021 budget. This will be funded by an 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, & Road Construction	101-446-000-818.022	\$79,185.00
		Net Expenditures	<u><u>\$79,185.00</u></u>

Request to re-budget the available remaining funds for the 2020 installation of 2 Cameras at Crystal Ponds Special Assessment District by Conti - approved by the Board on September 19, 2020. The cameras were purchased in 2020 but the installation will not be completed until 2021. The cameras and installation costs were paid by Lombardo Homes, the developer in 2020. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$5,396.00
		Net Revenues	<u><u>\$5,396.00</u></u>
Expenditures:	CAPO Neighborhood Camera System	101-970-000-972.000	\$5,396.00
		Net Expenditures	<u><u>\$5,396.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI  
2021 BUDGET AMENDMENT #1**

January 19, 2021

**101 - GENERAL OPERATIONS FUND**

Request to increase the budget for a 2021 change order for the Schooner Cove Bus Shelter Project. The change order for Best Asphalt was due to additional work because of unsuitable soil. This will be funded by a Community Development Block Grant (CDBG) for \$23,523 and an appropriation of prior year fund balance for \$1,455.

Revenues:	Federal Grants - CDBG	101-000-000-522.000	\$23,523.00
	Prior Year Fund Balance	101-000-000-699.000	\$1,455.00
		Net Revenues	<u>\$24,978.00</u>
Expenditures:	Bus Shelter - Capital Outlay	101-970-000-974.100	\$24,978.00
		Net Expenditures	<u>\$24,978.00</u>

Request to increase the budget for the renovation of the 2nd floor restrooms. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$69,950.00
		Net Revenues	<u>\$69,950.00</u>
Expenditures:	Civic Center Improvements	101-970-000-975.106	\$69,950.00
		Net Expenditures	<u>\$69,950.00</u>

<b>212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)</b>	<b>Total Increase</b>	<b><u>\$224,665.00</u></b>
--	-----------------------	----------------------------

Request to re-budget the remaining \$44,992 from 2020 budget for professional engineering services of Stantec for the Loonfeather Park improvements. The original \$58,696 was Board approved on September 15, 2020. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$44,992.00
		Net Revenues	<u>\$44,992.00</u>
Expenditures:	Loonfeather Park	212-970-000-975.587	\$44,992.00
		Net Expenditures	<u>\$44,992.00</u>

Request to increase budget for the professional services of Spicer Group to assist with grant application for the Clubview Park tennis courts. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$12,000.00
		Net Revenues	<u>\$12,000.00</u>
Expenditures:	Professional Services	212-212-000-801.000	\$12,000.00
		Net Expenditures	<u>\$12,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI  
2021 BUDGET AMENDMENT #1**

January 19, 2021

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

Request to increase budget for the professional services of Carlisle Wortman to assist with outreach, development and design of a community dog park. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$13,735.00
		Net Revenues	<u>\$13,735.00</u>
Expenditures:	Professional Services	212-212-000-801.000	\$13,735.00
		Net Expenditures	<u>\$13,735.00</u>

Request to re-budget the remaining available funds from the 2020 Huron Pathway project for the bid engineering service of OHM approved by the Board on October 20, 2020. The original amount approved was \$6,800 and the remaining available amount is \$1,738. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$1,738.00
		Net Revenues	<u>\$1,738.00</u>
Expenditures:	Capital - Pathway Huron #1	212-970-000-997.250	\$1,738.00
		Net Expenditures	<u>\$1,738.00</u>

Request to re-budget the remaining available funds from the 2020 Community Center Floor Project and increase the 2021 budget for Spicer Group construction engineering service. The original amount of \$7,300 was approved on December 1, 2020. This will be funded by a Community Development Block Grant (CDBG).

Revenues:	Community Dev Block Grant (CDBG)	212-000-000-531.000	\$7,300.00
		Net Revenues	<u>\$7,300.00</u>
Expenditures:	Cap Outlay - Community Center	212-970-000-976.008	\$7,300.00
		Net Expenditures	<u>\$7,300.00</u>

Request to re-budget the 2020 Community Center Floor Project and increase the 2021 budget for installation of the flooring to begin in 2021. The original amount approved of \$144,900 was approved on December 1, 2020. There were no 2020 expenditures, as the installation will start in 2021. This will be funded by a Community Development Block Grant (CDBG).

Revenues:	Community Dev Block Grant (CDBG)	212-000-000-531.000	\$144,900.00
		Net Revenues	<u>\$144,900.00</u>
Expenditures:	Cap Outlay - Community Center	212-970-000-976.008	\$144,900.00
		Net Expenditures	<u>\$144,900.00</u>

**CHARTER TOWNSHIP OF YPSILANTI  
2021 BUDGET AMENDMENT #1**

January 19, 2021

<b>230 - RECREATION FUND</b>	<b>Total Increase</b>	<b><u>\$1,000.00</u></b>
------------------------------	-----------------------	--------------------------

Request to increase the budget for an award of \$1,000 received from Blue Cross Blue Shield and the Healthy Recreation Catalyst Award Program to be used by the Recreation Center for pickleball equipment. This is funded by an award from Blue Cross Blue Shield of Michigan.

Revenues:	Contributions & Donations	230-000-000-675.000	\$1,000.00
		<b>Net Revenues</b>	<b><u>\$1,000.00</u></b>

Revenues:	Rec Enrichment Programs	230-751-000-740.400	\$1,000.00
		<b>Net Expenditures</b>	<b><u>\$1,000.00</u></b>

<b>249 - BUILDING DEPARTMENT FUND</b>	<b>Total Increase</b>	<b><u>\$485.00</u></b>
---------------------------------------	-----------------------	------------------------

Request to increase the budget for PTO payout request of 80 hours to be paid at 75%. This will be funded by an appropriation for prior year fund balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$485.00
		<b>Net Revenues</b>	<b><u>\$485.00</u></b>

Expenditures:	Salaries Pay Out - PTO & Sick	249-249-000-708.004	\$451.00
	FICA	249-249-000-715.000	\$34.00
		<b>Net Expenditures</b>	<b><u>\$485.00</u></b>

<b>266 - LAW ENFORCEMENT FUND</b>	<b>Total Increase</b>	<b><u>\$1,213.00</u></b>
-----------------------------------	-----------------------	--------------------------

Request to increase the budget for PTO payout request of 80 hours to be paid at 75%. This will be funded by an appropriation for prior year fund balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$1,213.00
		<b>Net Revenues</b>	<b><u>\$1,213.00</u></b>

Expenditures:	Salaries pay out - PTO	266-301-000-708.004	\$451.00
	FICA	266-301-000-715.000	\$34.00
	Salaries pay out - PTO	266-304-000-708.004	\$676.00
	FICA	266-304-000-715.000	\$52.00
		<b>Net Expenditures</b>	<b><u>\$1,213.00</u></b>

Motion to Amend the 2021 Budget (#1)

Move to increase the General Fund budget by \$205,357 to \$9,181,862 and approve the department line item changes as outlined.

Move to increase the BSR II Fund budget by \$224,665 to \$1,934,248 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$1,000 to \$787,290 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$485 to \$773,229 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$1,213 to \$8,537,294 and approve the department line item changes as outlined.