

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 6, 2021 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. done as 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.
(All members stated that they were present in Ypsilanti Township)

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS (THREE MINUTES PER PERSON) - none

CONSENT AGENDA

A. MINUTES OF THE MARCH 16, 2021 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR APRIL 6, 2021 IN THE AMOUNT OF \$1,489,660.53

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 (Given in the Work Session)

OLD BUSINESS

1. RESOLUTION 2021-08, CREATION OF CAMERA SPECIAL ASSESSMENT DISTRICT #076 VILLAGE GROVE APTS. (PUBLIC HEARING HELD AT THE FEBRUARY 16, 2021 REGULAR MEETING)

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 6, 2021 REGULAR BOARD MEETING
PAGE 2**

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Resolution 2021-08, Creation of Camera Special Assessment District #076 Village Grove Apts. (Public Hearing Held at the February 16, 2021 Regular Meeting) (see attached).

Jarrell Roe.....Yes	Eldridge.....Yes	Swanson.....Yes
Peterson.....Yes	Wilson.....Yes	Newman.....Yes
Stumbo.....Yes		

The motion carried unanimously.

NEW BUSINESS

1. RESOLUTION 2021-14, AUTHORIZING THE DIVISION OF PLATTED LOTS IN EASTLAWN SUBDIVISION

A motion was made by Clerk Jarrell Roe, supported by Trustee Swanson to Approve a Resolution 2021-14, Authorizing the Division of Platted Lots in Eastlawn Subdivision (see attached).

The motion was carried unanimously.

2. REQUEST TO APPROVE AN AMENDED CONTRACT WITH THE WATER RESOURCE COMMISSION FOR VERMIN MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$40,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Trustee Wilson, supported by Trustee Peterson to Approve Request to an Amended Contract with the Water Resource Commission for Vermin Management Services in an Amount Not to Exceed \$40,000.00 Budgeted in Line Item #101-956-000-801-000 Contingent upon Approval of the Budget Amendment (see attached).

The motion was carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 6, 2021 REGULAR BOARD MEETING
PAGE 3**

**3. REQUEST TO APPROVE A FACILITY USAGE AGREEMENT WITH THE
YPSILANTI NATIONAL LITTLE LEAGUE FOR A THREE YEAR TERM**

A motion was made by Trustee Peterson, supported by Treasurer Eldridge to Approve Request to Approve a Facility Usage Agreement with the Ypsilanti National Little League for a Three Year Term (see attached).

Supervisor Stumbo said she didn't mention this in the work session but she wanted the Board aware that John Hines, Deputy Treasurer was told about some safety issues they were concerned about along the railroad crossing that is located near the Little League Park. She said John contacted the Railroad Company and they agreed to put a fence along that portion of the railroad track to make it more secure. She said they told him they had some grants that would help pay for it.

The motion was carried unanimously.

**4. REQUEST TO APPROVE A PURCHASE AGREEMENT WITH DTE FOR THE
INSTALLATION OF ONE STREETLIGHT TO BE LOCATED AT S. HARRIS AND
VILLAGE LANE FOR VILLAGE GROVE APARTMENTS IN THE AMOUNT OF
\$1,866.02 BUDGETED IN LINE ITEM #101-956-000-926-050 CONTINGENT
UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Trustee Peterson, supported by Clerk Jarrell Roe to Approve A Purchase Agreement with DTE for the Installation of one Streetlight to be Located at S. Harris and Village Lane for Village Grove Apartments in the amount of \$1,866.02 Budgeted in Line Item #101-956-000-926-050 Contingent Upon Approval of the Budget Amendment (see attached).

The motion was carried unanimously.

**5. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE PUBLIC
NUISANCES LOCATED AT 621 WOODLAWN AVE. AND 1093 DESOTO AVE.
BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Request to Authorize Circuit Court Litigation to Abate Public Nuisances Located at 621 Woodlawn Ave. and 1093 Desoto Ave. Budgeted in Line Item #101-950-000-801-023.

Motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 6, 2021 REGULAR BOARD MEETING
PAGE 4**

6. REQUEST TO APPROVE THE UPDATED JOB DESCRIPTION FOR RESIDENTIAL SERVICES DIRECTOR AND A WAGE INCREASE OF \$5,000.00 ANNUALLY

A motion was made by Clerk Jarrell Roe, supported by Trustee Wilson to Approve the Updated job Description for Residential Services Director and a Wage Increase of \$5,000.00 Annually.

Motion carried unanimously.

7. REQUEST TO APPROVE THE 2021 AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD IMPROVEMENTS IN THE AMOUNT OF \$241,853.31 BUDGETED IN LINE ITEM #101-446-000-818-022 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Approve Agreement with the Washtenaw County Road Commission for Local Road Improvements in the Amount of \$241,853.31 Budgeted in Line Item #101-466-000-818-022 Contingent Upon Approval of the Budget Amendment (see attached).

Motion carried unanimously.

8. BUDGET AMENDMENT #4

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Budget Amendment #4 (see attached).

Motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. REQUEST TO AWARD THE LOW BID FOR ANNUAL PLAYGROUND MULCH INSTALLATION TO SUPERIOR GROUNDCOVER IN THE AMOUNT OF \$12,402.50 BUDGETED IN LINE ITEM #101-774-000-818-011

A motion was made by Trustee Peterson, supported by Treasurer Eldridge to Approve Request to Award the Low Bid for Annual Playground Mulch Installation to Superior Groundcover in the amount of \$12,402.50 Budgeted in Line Item #101-774-000-818-011.

Motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 6, 2021 REGULAR BOARD MEETING
PAGE 5**

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

Motion carried unanimously.

The meeting was adjourned at approximately 7:20PM

Respectfully Submitted,

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

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

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2021-08

CREATION OF NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT #076 VILLAGE GROVE APTS.

WHEREAS, the Township Board of the Charter Township of Ypsilanti proposes to install one (1) security camera to be located at Village Grove Apts. and

WHEREAS, Ypsilanti Township has paid for the purchase and installation of the security camera; and

WHEREAS, the Township Board proposes the creation of a special assessment district consisting of two (2) parcels known as Village Grove Apts., which will be benefited to defray the operation and maintenance cost of the security cameras; and

WHEREAS, the Township Board has solicited *Requests for Proposals* for the proposed project describing the security camera improvements, the proposed location of said improvements and estimated costs; and

WHEREAS, Conti Corporation, a video security company, licensed by the State of Michigan, prepared and submitted proposed plans to install, operate and maintain security cameras in public areas located within the boundaries of Village Grove Apts., which consists of two (2) parcels with the following estimated costs:

- Costs for purchase and installation of 1 security camera (paid for by Ypsilanti Township): \$7,255.00
- Total Annual Residents' Cost for maintenance and operation of security cameras: (First three years) \$7,260.72
- Annual cost per parcel \$1,210.12
- Monthly cost per parcel \$100.84

WHEREAS, the plans, estimates of cost and proposed special assessment district were filed with the Township Clerk for public examination and notice of the public hearing upon the same was published and mailed in accordance with the law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk; and

WHEREAS, in accordance with the aforesaid notices, a hearing was held on the 16th of February, 2021 commencing at approximately 7:00pm and all persons given the opportunity to be heard in the matter; and

WHEREAS, as a result of the foregoing, the Township Board believes the project to be in the best interests of the Township and of the district proposed to be established therefore;

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. That this Township Board does hereby approve the plans for public security cameras as prepared and presented by the Township's licensed security system contractor and its annual estimate of costs for the operation and maintenance thereof.
2. That this Township Board creates a special assessment district located within the boundaries of Village Grove Apts. with the district to be known as Village Grove Apts. Neighborhood Camera Special Assessment District No. 076 within which the costs of the operation and maintenance of the security cameras shall be assessed according to benefits.
3. That on the basis of the foregoing, this Township Board does hereby direct the Supervisor and Assessing Officer to make a special assessment roll in which shall be entered and described all the parcels of land to be assessed with the names of the respective owners thereof if known, and a total amount to be assessed against each parcel of land which

amount shall be the relative portion of the whole sum to be levied against the parcels of land in the special assessment district as the benefit to the parcel of land bears to the total benefit to all the parcels of land in the special assessment district. When the same has been completed, the Supervisor or Assessing Officer shall affix thereto her certificate stating that it was made pursuant to this resolution and that in making such assessment roll, she has, according to her best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

4. When the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.
5. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years, on or before September 30, to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing in such a manner as prescribed by law.
6. That all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

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. 2021-08 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 6, 2021.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2021-14

RESOLUTION REGARDING THE DIVISION OF A PLATTED LOT

Resolution authorizing the division of platted lots in Eastlawn Subdivision

WHEREAS, the owner of a Lots 94, 95, 96 of Eastlawn Subdivision lying N of the Highway Right of Way has made a request to change lot boundaries as previously approved and recorded; and

WHEREAS, Township ordinance no. 2000-243, Article IX, Section 11.01 states that "Upon the filing of a petition, by the owner or owners of all interest therein, with the Township Board, the platted lots, outlot, or parcels of land in existing recorded plats may be partitioned or divided upon resolution of the Township Board into not more than four (4) parts, each of which shall, in regard to width, depth and area, conform to the terms and provisions of the Charter Township of Ypsilanti Zoning Ordinance, as amended; and

WHEREAS, the Township Planning Director has reviewed the division and confirmed that the resulting parcels meet the minimum requirements for lot size and road frontage as set forth by Section 2000 of the Township Zoning Ordinance.

THEREFORE, BE IT RESOLVED, that the revised property descriptions are approved as follows:

LEGAL DESCRIPTIONS:

PARCEL 1:

LOT 96 AND THE NORTH 2' OF LOT 95 EASTLAWN SUBDIVISION.

PARCEL 2:

LOT 94 AND LOT 95 EASTLAWN SUBDIVISION, EXCLUDING THE NORTH 2' OF LOT 95 AND EXCLUDING THE PORTION OF LOT 94 CONVEYED TO THE STATE OF MICHIGAN FOR HIGHWAY RIGHT OF WAY.

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. 2021-14 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 6, 2021.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

AGREEMENT BETWEEN
THE WASHTENAW COUNTY WATER RESOURCES COMMISSIONER
AND
THE CHARTER TOWNSHIP OF YPSILANTI
FOR VERMIN MANAGEMENT SERVICES

This Agreement ("Agreement"), made and entered into on the 17th of November, 2020, amended on the 6 of April, 2021 by and between the Washtenaw County Water Resources Commissioner's Office ("WCWRC"), and the Charter Township of Ypsilanti ("Township"), a Michigan municipal corporation, for the purpose of providing vermin management services ("Services")

The purpose of the Services are to assist in management of issues affecting the Public Health, Safety and Welfare of the Township and its residents.

Relevant details of the Program are set forth in Exhibits A and B, which are attached hereto and incorporated herein by reference. The services are broken into two different categories based on statutory authority of the WCWRC in providing Services.

Whereas, The Township has a long-standing history of successful collaboration with the WCWRC; and

Whereas, It will be beneficial to all parties to collaborate on vermin management; and

Whereas, vermin issues have become a priority for the Township, resulting in an increased level of service and work effort desired by the Township from the WCWRC, and;

Whereas, WCWRC has statutory authority through PA 40 of 1956 (the Drain Code) to "purify" the flow of water in legally established County drains but requires Agreement by the Township to furnish Services not specifically included or otherwise allowed in the Drain Code, and;

Whereas, past collaboration has determined that vermin management issues require a collaborative effort of Community Standards enforcement, public outreach to affected neighborhoods and residents, adequate refuse and debris management services and infrastructure, rodent baiting in storm drains and/or sewers, and land-based rodent baiting or burrow gassing in areas of public or private property; and

Whereas, Township and WCWRC officials have determined that a holistic program of vermin management requires a collaborative effort as noted in the paragraph above; and

Whereas, the WCWRC agrees to contract on behalf of the Township for rodent baiting services in storm drains under the authority of the Drain Code AND other areas as requested by the Township on an ongoing basis; and

Whereas, Township and WCWRC officials have agreed upon the need an initial budget maximum of \$7,500 per month for a pilot program to better determine the extent of infestation and adequacy of that budget figure for rodent baiting and/or related program costs performed under authority of both the Drain Code as well as other areas specified herein; and

Whereas, one key purpose of a pilot program is to determine adequacy and should therefore be limited in duration, and;

Whereas, Township and WCWRC officials have agreed that a 3-month pilot program for no more than \$7,500 per month will be adequate to better determine long term needs; and

Whereas, the 3-month pilot program has concluded with a determination that additional time and effort would be required to have a greater impact to all areas reporting vermin; and

Whereas, this determination was made at a substantially reduced cost of less than 50% of the previously authorized amount, but additional effort would be required to have a greater impact; and

Whereas, the original total authorization was a maximum of up to \$22,500 for all services; and

Whereas, Township and WCWRC officials have agreed that the Township will provide necessary Community Standards and outreach services (similar to past vermin control programs) as determined necessary by the Township; and

Whereas, WCWRC will coordinate as needed with Washtenaw County Department of Public Health (WCDPH) to provide electronic copies of any informational flyers for distribution to residents by the Township as needed to support collaborative efforts; and

Whereas, Exhibit B is not intended to limit areas for providing Services but merely provides a depiction of current reported known vermin sightings in certain areas of the Township for reference, these areas illustrate the need and initial focus areas for the Services provided; and

Whereas, Township and WCWRC officials have agreed that regular progress meetings will be held to evaluate program effectiveness and incorporate adjustments to address new or changing program needs within the pilot program budget and timeframe specified herein; and

Whereas, Township and WCWRC officials anticipate and fully understand that due to the nature of the problem and experiences in other municipalities, the pilot program will in all likelihood result in a recommendation for a longer-term program and recommended program funding based on pilot program experiences;

Therefore, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, the Township and the WCWRC agree:

1. The Washtenaw County Water Resources Commissioner's Office shall provide resources and expertise required to administer the Services in collaboration with the Township based on Exhibits A, B, and any mutually agreed upon adjustments during implementation of Services.
2. The period of this Agreement is no more than three months from the date a vendor (selected by the WCWRC, in consultation with the Township) commences work.
3. The Township shall make payments for work noted in Exhibit A, Section 1 based on annual December invoices in accordance with regular payment procedures for annual invoices of work performed on legally established County Drains.

4. The Township shall make payments for work noted in Exhibit A, Section 2 based on monthly invoices for Services provided in areas outside of legally established County Drains. The WCWRC will be providing Section 2 services based on the authority of this Agreement due to the efficiencies of bundling Section 2 and Section 1 services in a single vendor contract with a single point of contact.
5. Either party may terminate this agreement with 30-day notification with or without cause. If vendor contracts allow a shorter timeframe for vendor termination without cause, the WCWRC shall take this into consideration with any Township request to terminate some or all Services.
6. The WCWRC assumes no additional liability beyond that normally accorded for work on public drains. WCWRC staff will not enter private property or be on-site providing services. The contracted vendor providing the Services will be the only entity with staff entering the work areas shown in Exhibit B or as otherwise mutually determined.
7. Parties agree that this contract may be amended administratively after the pilot program to extend the allowable timeframe and/or reduce the monthly expenditures.
8. Parties agree that any amendment to increase monthly charges at any time must be approved by the Township Board.

And Whereas, based on the terms and information provided above the Township Board may wish to authorize additional efforts;

Be It Therefore Resolved, that the terms of this Agreement are hereby modified to allow continued vermin control services for a total amount not to exceed \$40,000, inclusive of prior authorization and/or expenditures.

Each of the persons signing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the Washtenaw County Water Resources Commissioner or the Charter Township of Ypsilanti, respectively.

CHARTER TOWNSHIP OF YPSILANTI

WCWRC

By: Brenda Stumbo
 Brenda Stumbo (DATE)
 Township Supervisor April 7, 2021

By: Evan Pratt
 Evan N. Pratt, P.E. 3/18/21
 Water Resources Commissioner (DATE)

By: Heather Jarrell Roe
 Heather Jarrell Roe (DATE)
 Township Clerk April 7, 2021

EXHIBIT A

For the duration of this agreement, the WCWRC will contract with a pest control vendor for services in areas agreed to by the Township and WCWRC on an ongoing basis, not to exceed billing totals of \$40,000 through December 31, 2021 inclusive of prior authorized expenditures. The intent of this agreement is to

allow flexibility between Section 1 and Section 2 costs which must be tracked separately as described in the Agreement.

Section 1

WCWRC will contract with a pest control vendor for services to bait within legally established County Drainage structures or other structures where the presence of vermin would also impact legally established County Drainage structures.

Section 2

WCWRC will contract with a pest control vendor for services to bait in other areas as needed.

Exhibit A to Master Agreement


Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of March 25, 2021 between DTE Electric Company ("Company") and the Charter Township of Ypsilanti ("Customer").

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

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

1. DTE Work Order Number:	58505450	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[S. Harris and Village Ln-Village Grove Apt], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install one (1) wood pole, one (1) 6' support arm, and one (1) 58w LED with gray housing.	
5. Estimated Total Annual Lamp Charges	\$170.88	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$2,378.66
	Credit for 3 years of lamp charges:	\$512.64
	CIAC Amount (cost minus revenue)	\$1,866.02
	Credit for Post Charge, if selected	\$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$1,866.02	
9. Term of Agreement	<p>5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p> <p>If Post Charge "box" <input type="checkbox"/> is checked the Customer agrees to following term:</p> <p>10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.</p>	

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

12. Special Order Material Terms:

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

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

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

B. Customer will maintain an initial inventory of at least _0_ posts and _0_ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

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

Name: _____ Title: _____

Phone Number: _____ Email: _____

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

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

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

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

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: _____

Name: _____

Title: _____



Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

2021 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

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

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

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

1. **Dust Control (497-11-108):**
Work to include placement of three (3) solid applications of contract brine on all certified local gravel/limestone roads within the township. Estimated 59,580 gallons @ \$0.189 per gallon.
Estimated cost of contract brine: \$ 11,206.62
2. **Sunset Trail, New Meadow Drive to Princeton Place:**
Work to include milling the existing pavement, aggregate base undercutting, the placement of 2" HMA resurfacing, structure adjustments, ADA sidewalk ramps updates, and associated project restoration.
Estimated project cost: \$ 183,900.00
3. **High Ridge Drive, Farm Lane to Huron River Drive:**
Work to include milling the existing pavement, the placement of 2" HMA resurfacing, structure adjustments, ADA sidewalk ramps updates, and associated project restoration.
Estimated project cost: \$ 123,000.00
4. **Michael Drive, High Ridge Drive to Huron River Drive:**
Work to include milling the existing pavement, the placement of 2" HMA resurfacing, ADA sidewalk ramps updates, and associated project restoration.
Estimated project cost: \$ 89,200.00
5. **Crescent Lane, High Ridge Drive easterly 200 feet:**
Work to include milling the existing pavement, the placement of 2" HMA resurfacing, ADA sidewalk ramps updates, and associated project restoration.
Estimated project cost: \$ 34,500.00
6. **Section 10, Various Local Roads:**
Work to include cracksealing. Roads to include:
Dubie Avenue, Ecorse Road to Tyler Road
Kennedy Avenue, Ecorse Road to Tyler Road
Wharton Avenue, Ecorse Road to Tyler Road
Glenwood Avenue, Ecorse Road to Tyler Road
Pinewood Avenue, Ecorse Road to Tyler Road
Rosewood Avenue, Tyler Road to Hawthorne Avenue
Redwood Avenue, Ecorse Road to Tyler Road

Oaklawn Boulevard, Tyler Road to Hawthorne Avenue
 Montreal Street, Tyler Road to Auburndale Avenue
 Auburndale Avenue, Emerick Street to Oaklawn Boulevard
 Ottawa Avenue, Montreal Street to Oaklawn Boulevard
 Estimated project cost: \$ 16,600.00

7. **Daytona Avenue, Huron River Drive to end of road:**
 Work to include heavy brushing, ditching, shaping the existing surface, placement of a 4" (C.I.P.)
 23a limestone (approximately 400 tons) with associated dust control and project restoration.
 Estimated project cost \$ 18,600.00

8. **Section 11, Various Local Roads:**
 Work to include cracksealing. Roads to include:
 Kansas Avenue, Parkwood Avenue to end of road
 Oregon Avenue, Parkwood Avenue to end of road
 Ohio Avenue, Parkwood Avenue to end of road
 Dakota Avenue, Parkwood Avenue to Russell Street
 Estimated project cost: \$ 6,700.00

AGREEMENT SUMMARY

2021 LOCAL ROAD PROGRAM	
Dust Control	\$ 11,206.62
Sunset Trail, New Meadow Drive to Princeton Place	\$ 183,900.00
High Ridge Drive, Farm Lane to Huron River Drive	\$ 123,000.00
Michael Drive, High Ridge Drive to Huron River Drive	\$ 89,200.00
Crescent Lane, High Ridge Drive easterly 200 feet	\$ 34,500.00
Section 10, Various Local Roads	\$ 16,600.00
Daytona Avenue, Huron River Drive to end of road	\$ 18,600.00
Section 11, Various Local Roads	<u>\$ 6,700.00</u>
Subtotal	\$ 483,706.62
Less WCRC 2021 Conventional Matching Funds	\$ 98,158.24
Less WCRC 2020 Conventional Matching Funds (carryover)	\$ 138,195.07
Less WCRC 2021 Drainage Matching Funds	\$ 1,088.00
Less WCRC 2020 Drainage Matching Funds (carryover)	\$ 4,412.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
 UNDER THIS AGREEMENT DURING 2021: **\$ 241,853.31**

FOR YPSILANTI TOWNSHIP:

 Brenda L. Stumbo, Supervisor

 Witness

Heather Jarrell Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Barbara Ryan Fuller, Chair

Witness

Sheryl Soderholm Siddall, Managing Director

Witness

**CHARTER TOWNSHIP OF YPSILANTI
2021 BUDGET AMENDMENT #4**

April 6, 2021

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$284,028.00

Request to increase the budget for PTO payout of 80 hours to be paid at 75%. This will be funded by an appropriation of 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 increase the budget for Washtenaw County Road Commission agreement for road improvements at Sunset Trail, High Ridge, Michael Dr, Crescent Ln, Daytona, Crack sealing on various local roads listed in the agreement. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$241,853.00
		Net Revenues	<u><u>\$241,853.00</u></u>
Expenditures:	Highway, Street, & Road Construction	101-446-000-818.022	\$241,853.00
		Net Expenditures	<u><u>\$241,853.00</u></u>

Request to increase the budget for vermin management services to be provided by the Washtenaw County Water Resources Commissioner's Office (WCWRC). This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$40,000.00
		Net Revenues	<u><u>\$40,000.00</u></u>
Expenditures:	Professional Service	101-956-000-801.000	\$40,000.00
		Net Expenditures	<u><u>\$40,000.00</u></u>

Request to increase the budget for streetlight installations at S Harris and Village Land - Village Grove Apartments to be paid by the Township. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,932.00
		Net Revenues	<u><u>\$1,932.00</u></u>
Expenditures:	Streetlight Construction	101-956-000-926.050	\$1,932.00
		Net Expenditures	<u><u>\$1,932.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2021 BUDGET AMENDMENT #4**

April 6, 2021

249 - BUILDING DEPARTMENT FUND

Total Increase \$485.00

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

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$485.00
		Net Revenues	<u>\$485.00</u>
Expenditures:	Salaries Pay Out - PTO & Sick	249-249-000-708.004	\$451.00
	FICA	249-249-000-715.000	\$34.00
		Net Expenditures	<u>\$485.00</u>

266 - LAW ENFORCEMENT FUND

Total Increase \$1,213.00

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

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

Motion to Amend the 2021 Budget (#4)

Move to increase the General Fund budget by \$284,028 to \$9,465,890 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$485 to \$873,714 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$1,213 to \$8,538,507 and approve the department line item changes as outlined.