

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JUNE 15, 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 Brenda Stumbo, Clerk Heather Jarrell Roe, and Treasurer Stan 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**

Supervisor Stumbo stated that Leon Jackson former employee passed away this morning. She said there will be a celebration of his life in July.

**CONSENT AGENDA**

**A. MINUTES OF THE JUNE 1, 2021 WORK SESSION REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR JUNE 15, 2021 IN THE AMOUNT OF \$541,354.99**
- 2. CLARITY HEALTHCARE DEDUCTIBLE ACH EFT FOR MAY 2021 IN THE AMOUNT OF \$56,733.10**
- 3. CLARITY HEALTHCARE ADMIN FEE FOR MAY 2021 IN THE AMOUNT OF \$1,190.00**

**C. TREASURER'S REPORT APRIL 2021**

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

**The motion carried unanimously.**

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters stated we will have a special meeting in June regarding the contract with AFSCME.

Attorney Winters stated he received all the documents today regarding the security camera attachment agreement with DTE. He said if we have a special

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meeting for the AFSCME contract we can add this to the agenda or wait for the July meeting if we don't get the special meeting.

Supervisor Stumbo stated there is an upcoming court hearing regarding the shooting of the 6 year old child. She said all gun violence is bad but on an innocent child is totally unacceptable and people need to be held accountable for their action. Supervisor Stumbo stated regarding the issues with the crematorium, the people responsible for that deplorable situation also need to be held accountable. She said she is so proud to serve with a board who stands together for injustices.

**NEW BUSINESS**

**1. REQUEST OF SUNRISE HOSPITALITY FOR AN A-1 HOTEL LICENSE FOR USE AT THE HAMPTON INN LOCATED AT 515 JAMES L. HART PKWY**

**A Motion was made by Clerk Jarrell Roe, supported by Trustee Wilson to deny the Request of Sunrise Hospitality for an A-1 Hotel License for use at the Hampton Inn located at 515 James L. Hart Pkwy in accordance with the Liquor Commissions recommendation.**

Supervisor Stumbo thanked the members of the Township Liquor Commission for all the hard work they do serving on this board.

Clerk Jarrell Roe stated she is hopeful the petitioners will seek to secure a liquor license from the open market to help meet their needs for their hotel.

**The motion carried unanimously.**

**2. REQUEST APPROVAL OF THE FIRST AMENDED ARTICLES OF INCORPORATION OF THE WASHTENAW REGIONAL RESOURCE AUTHORITY (WRRMA)**

**A Motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge, to Request Approval of the First Amended Articles of Incorporation of the Washtenaw Regional Resource Authority (WRRMA) (see attached).**

**The motion was carried unanimously.**

**3. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE FOR WINDOW TINTING AT THE CIVIC CENTER TO ALLIED WINDOW IN THE AMOUNT OF \$11,700.00 BUDGETED IN LINE ITEM #101-265-000-818-001**

**A Motion was made by Trustee Peterson supported by Trustee Swanson to Approve Request to Waive the Financial Policy and Award the Low Quote for Window Tinting at the Civic Center to Allied Window in the Amount of \$11,700.00 Budgeted in Line Item #101-265-000-818-001.**

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Attorney Winters stated Mike Hoffmeister should make sure a copy of the warranty should be on file in the Clerks' Office.

The motion was carried unanimously.

**4. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES LOCATED AT 1106 E. MICHIGAN AVE. AND 109 JOHNSON ST. BUDGETED IN LINE ITEM #101-950-000-801-023**

A Motion was made by Treasurer Eldridge, supported by Trustee Wilson to Approve the Request to Authorize Circuit Court Litigation to Abate Public Nuisances Located at 1106 E. Michigan Ave. and 109 Johnson St. Budgeted in Line Item #101-950-000-801-023.

The motion was carried unanimously.

**5. REQUEST TO FORMALLY APPROVE AN AGREEMENT WITH DTE FOR STREETLIGHTING FOR THE US-12 PHASE 2 ROAD IMPROVEMENT PROJECT**

A Motion was made by Trustee Peterson, supported by Clerk Jarrell Roe to Approve the Request to Formally Approve an Agreement with DTE for Street lighting for the US-12 Phase 2 Road Improvement Project (see attached.

The motion was carried unanimously.

**6. REQUEST TO CANCEL THE AUGUST 3, 2021 BOARD OF TRUSTEES MEETING DUE TO THE SPECIAL ELECTION**

A motion was made by Clerk Jarrell Roe, supported by Trustee Wilson to Approve the Request to Cancel the August 3, 2021 Board of Trustees Meeting Due to the Special Election

The motion was carried unanimously.

**7. REQUEST TO WAIVE THE FINANCIAL POLICY AND PURCHASE TWO (2) RADAR SPEED DISPLAY TRAILERS FROM KUSTOM SIGNALS, INC. IN THE AMOUNT OF \$12,710.00 BUDGETED IN LINE ITEM #266-301-000-977-000**

A motion was made by Trustee Swanson, supported by Trustee Peterson to Approve the Request to Waive the Financial Policy and Purchase Two (2) Radar Speed Display Trailers from Kustom Signals, Inc. in the amount of \$12,710.00 Budgeted in Line Item #266-301-000-977-000.

The motion was carried unanimously.

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**AUTHORIZATION AND BIDS**

- 1. REQUEST TO SEEK SEALED BIDS FOR THE RENOVATION OF THE FIRE HEADQUARTERS DORMITORY BATHROOM LOCATED AT 222 S. FORD BLVD.**

**A Motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve the Request to Seek Sealed Bids for the Renovation of the Fire Headquarters Dormitory Bathroom Located at 222 S. Ford Blvd.**

**The motion was carried unanimously.**

**BOARD MEMBER UPDATES**

Trustee Wilson stated on Saturday at 11:00am they will have a Juneteenth flag raising at the Civic Center.

Clerk Jarrell Roe stated the Clerks' Office is continuing to receive absentee ballot applications. She said the mailer has been sent explaining the proposals to our residents.

Treasurer Eldridge stated he offered his condolences to Leon Jacksons' family. He has known Mr. Jackson since he was a young guy in this Township and he said he has never met a more humble, gracious, and kind person.

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

**Motion carried unanimously.**

**The meeting was adjourned at approximately 7:22PM**

**Respectfully Submitted,**

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

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

## Exhibit A to Master Agreement


### Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of June 1, 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:	60270097								
	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:	[Michigan Ave: 94 Ramp to Wiard Rd], as more fully described on the map attached hereto as <u>Attachment 1</u> .								
3. Total number of lights to be installed:	79								
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install thirty-seven (37) 136w LED luminaires with black housing mounted to thirty-seven (37), stock, 30' direct buried, black fiberglass posts with single arms. Install forty-two (42) 136w LED luminaires with black housing mounted to twenty-one (21), stock, 30' direct buried, black fiberglass posts with double arms.								
5. Estimated Total Annual Lamp Charges	\$24,051.60-Ypsilanti Township								
6. Estimated Total Annual Post Charges if selected	\$0.00								
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Total Project Costs:</td> <td style="text-align: right;">\$304,635.75</td> </tr> <tr> <td>Credit for 3 years of lamp charges:</td> <td style="text-align: right;">\$72,154.80</td> </tr> <tr> <td><b>Total Project-CIAC Amount Paid by Washtenaw County Road Commission</b></td> <td style="text-align: right;"><b>\$232,480.95</b></td> </tr> <tr> <td>Credit for Post Charge, if selected</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	Total Project Costs:	\$304,635.75	Credit for 3 years of lamp charges:	\$72,154.80	<b>Total Project-CIAC Amount Paid by Washtenaw County Road Commission</b>	<b>\$232,480.95</b>	Credit for Post Charge, if selected	\$0.00
Total Project Costs:	\$304,635.75								
Credit for 3 years of lamp charges:	\$72,154.80								
<b>Total Project-CIAC Amount Paid by Washtenaw County Road Commission</b>	<b>\$232,480.95</b>								
Credit for Post Charge, if selected	\$0.00								
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement <b>\$232,480.95</b>								
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 warrantees, 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]