

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE FEBRUARY 1, 2022 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00PM in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

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

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**2. PUBLIC COMMENTS**

- THREE MINUTES PER PERSON
- ALL COMMENTS MUST BE ADDRESSED TO THE CHAIR
- PUBLIC COMMENTS ARE ALSO WELCOME AS THE BOARD ADDRESSES EACH AGENDA ITEM

Alisha Dyer, township resident, thanked Clerk Jarrell Roe and Trustees Peterson and Swanson for their work on outreach to the public in regard to the ARPA dollars. She also stated their resident group would be happy to help but they did not want to be a hindrance. Alisha Dyer stated that she feels there has been miscommunication. Supervisor Stumbo asked about what and Ms. Dyer stated she was not going to get into the miscommunication. MS. Dyer added that she feels everyone can work together and that in the future she hopes things don't become adversarial.

Arloa Kaiser, township resident stated that if you aren't willing to state what the problems are then everyone doesn't know what you talking about. She also added that she would like to see one on one neighborhood watch meetings so that problems from other neighborhoods can be discussed.

A township resident who lives on Kennedy St. stated there are issues with 559 Kennedy. He stated there is a broken window on the front of the house and that he has heard that rooms are being rented out. Another resident from Kennedy St. stated that he has been offered illegal services from people in the house. Supervisor Stumbo stated that the township would follow up and asked the deputy in attendance to step outside with gentlemen to discuss.

**3. CONSENT AGENDA**

**A. MINUTES OF THE JANUARY 18 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS FOR FEBRUARY 1, 2022 IN THE AMOUNT OF \$428,891.06**

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

The motion passed unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters stated there are still a tremendous amount of challenges ahead in regard to what the Board has faced in the first thirty one days of 2022. He stated in regard to LynxDx that documents such as the property lease between LynxDx and the owner of the former Walmart property needed to be submitted to be considered by the ZBA. Attorney Winters stated that LynxDx is paying the property owner \$20,000.00 per month and that he thought it would have been great if they could have looked at church's in our area to use so that money could have made its way to the congregation and residents. He also stated that he had to give a copy of the lease to the township assessing department. Attorney Winters stated that he did not receive the property lease until January 24 or 25, 2022 and that the lease is dated for January 12, 2022 and effective January 1, 2022. Attorney Winters said that in the property lease LynxDx is required to seek the approval of the local municipality and comply with all local laws.

Attorney Winters stated that he had forwarded to the Board an email from Dan Kimball, Township Fire Marshall about some of the problems with the location and that his opinion was that LynxDx was moving forward in good faith.

Attorney Winters stated that he had done some digging into LynxDx and found that when they had advertised their services to local hospitals and nursing homes that they had stressed the strength of their testing and how it meets all the regulatory approvals, reporting requirements and that they are on top of their game with billing and insurance. He added that he believes this to be the case and discussed the comparison to that and what the township had gone through to obtain information.

Attorney Winters stated that he believed the ZBA was looking to expedite the hearing for LynxDx. He also added that he did not want a long term lease with LynxDx to keep the Walmart property vacant.

Attorney Winters complimented the work of township employees and mentioned the great job Belinda Kingsley had done stepping into her new role in the OCS Department.

Clerk Jarrell Roe asked Attorney Winters for his opinion or thoughts on if there were trainings available to Zoning Board of Appeals members and for the township board. She stated she believed it is very important that if you are elected or appointed to boards that are making decisions for the betterment of the public that the members do not have bias, or show overt bias ahead of time toward an

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item coming before them. Clerk Jarrell Roe stated that it is very important to follow proper channels for communication between board members and that communication is expected at the county level and state level and should be expected from each other. She added that it is vital whether you are elected as class representative, union office or up to state representative that procedure and processes are followed to bring clarity to our residents who deserve the best and to be put first. Anything less would be unacceptable.

Attorney Winters stated that he mentioned at the last board meeting that he felt it would be important for all boards and commissions to be updated on all things important to the township. He also reminded the board that they had adopted an ethics policy which has been signed by all board members.

Trustee Debbie Swanson discussed her concern for bio waste being kept at the LynxDx COVID testing site and she hoped the Zoning Board of Appeals would be thinking about that. She also stated that there were great efforts being made to make it look like there weren't people caring for our community but there is a medical center located in from of the LynxDx site that has been serving the community since 2020. Trustee Swanson stated that this is a business that followed the proper procedures to open. She added that she does not mean we do not need another facility, but that procedures can be followed. She stated that we have known since the beginning of COVID where the hardest hit areas were and didn't understand why there couldn't have been testing sites placed there.

Trustee Swanson stated that it is very important to think about the strengths that our community brings and one of those is location because of the corridor we have with I94 and US23. She added that if you are a business you can probably afford to pay \$20,000.00 per month in rent and if LynxDx has contracts to test employees the easy access to the freeways is probably why the Walmart location was chosen.

Trustee Swanson stated another problem is the way the media portrays the township. She stated people have a right to say what they want but to say the building is shuttered is incorrect and gives a perception that does recognize the township's strength. Trustee Swanson stated that every COVID article right now includes the picture of the LynxDx tent site. She stated that she took offense to the media portraying this as a shuttered area when there are several new businesses that have opened recently and are trying to succeed.

Supervisor Stumbo stated the township has collaborated with the county public health office and the equity office. She stated a tent was set up in the Civic Center parking lot for vaccinations and FEMA has also used our parking lot to help service our residents. She added that she does not know why the situation with LynxDx could not have been the same. Supervisor Stumbo also stated that decisions by the Zoning Board of Appeals do not come to the board and any appeals go to circuit court. She stated that LynxDx's real business is contracts with employers to test their employees. Supervisor Stumbo stated that she agreed with Attorney Winters that the location for LynxDx could have worked in one of our local church parking

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lots but that they did not have the opportunity to work with LynxDx in finding a location.

Supervisor Stumbo stated she was very proud of the township Board and she is very proud of the township employees.

**NEW BUSINESS**

**1. REQUEST TO ADOPT THE 2022 BOARD OF REVIEW MEETING DATES**

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve the request to adopt the 2022 Board of Review meeting dates.

Supervisor Stumbo stated she would like everyone to review their assessment and if they do not agree with it, to go to the Board of Review.

The motion passed unanimously.

**2. REQUEST TO APPROVE THE AMENDMENT TO THE EXISTING AGREEMENT WITH M3 GROUP FOR ASSISTANCE WITH TOWNSHIP MISSION AND VISION STATEMENTS IN THE AMOUNT OF \$1,800.00 BUDGETED IN LINE ITEM #101-272-801-000**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the amendment to the existing agreement with M3 Group for assistance with the township mission and vision statements in the amount of \$1,800.00 budgeted in line item #101-272-801-000 (see attached).

There were no questions or comments.

The motion passed unanimously.

**3. REQUEST APPROVAL OF CHANGE ORDER #2 WITH STANTEC FOR THE LOONFEATHER PARK RENOVATION IN THE AMOUNT OF \$12,500.00 BUDGETED IN LINE ITEM #213-901-975-587**

A motion was made by Clerk Jarrell Roe and supported by Trustee Eldridge to approve change order #2 with Stantec for the Loonfeather Park Renovation in the amount of \$12,500.00 budgeted in line item #213-901-975-587 (see attached).

There were no questions or comments.

The motion passed unanimously.

**4. REQUEST TO APPROVE THE AGREEMENT WITH OHM FOR CONSTRUCTION ENGINEERING SERVICES FOR PHASE 1 OF THE HURON STREET NON-MOTORIZED TRAIL IN THE AMOUNT OF \$68,800.00 BUDGETED IN LINE ITEM #213-901-986-009**

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A motion was made by Trustee Peterson and supported by Trustee Wilson to approve the agreement with OHM for construction engineering services for phase 1 of the Huron Street Non-Motorized Trail in the amount of \$68,800.00 budgeted in line item #213-901-986-009 (see attached).

There were no questions or comments.

The motion passed unanimously.

**5. REQUEST TO APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE ANN ARBOR YMCA FOR 2022 SUMMER DAY CAMP PROGRAMS**

A motion was made by Clerk Jarrell Roe and supported by Trustee Wilson to approve the memorandum of understanding with the Ann Arbor YMCA for 2022 Summer Day Camp Programs (see attached).

Supervisor Stumbo stated these camps would take place at the Clark Rd. community center and would be for ages 5-16.

The motion passed unanimously.

**6. REQUEST TO APPROVE AN AGREEMENT WITH THE WASHTENAW COUNTY WATER RESOURCE COMMISSIONER FOR VERMIN MANAGEMENT SERVICES IN A NOT TO EXCEED AMOUNT OF \$150,000.00 BUDGETED IN LINE ITEM #101-445-818-025**

A motion was made by Trustee Wilson and supported by Treasurer Eldridge to approve an agreement with the Washtenaw County Water Resource Commissioner for vermin management services in a not to exceed amount of \$150,000.00 budgeted in line item #101-445-818-025 (see attached).

There were no questions or comments.

The motion passed unanimously.

**7. BUDGET AMENDMENT #2**

Clerk Jarrell Roe read the budget amendment into the record.

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve budget amendment #2 (see attached).

There were no questions or comments.

The motion passed unanimously.

**AUTHORIZATIONS AND BIDS**

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**1. REQUEST TO APPROVE THE CONTRACT AND AWARD PHASE 1 OF THE  
HURON STREET NON-MOTORIZED TRAIL CONSTRUCTION PROJECT TO ALL  
STAR POWER EXCAVATION, LLC IN THE AMOUNT OF \$580,000.00 BUDGETED  
IN LINE ITEM #213-901-986-009**

A motion was made Trustee Peterson and supported by Clerk Jarrell Roe to approve the contract and award phase 1 of the Huron St. Non-Motorized Trail Construction Project to All Star Power Excavation, LLC in the amount of \$580,000.00 budgeted in line item #213-901-986-009.

There were no questions or comments.

The motion passed unanimously.

**OTHER BUSINESS**

There was no other business discussed.

**BOARD MEMBER UPDATES**

There were no board member updates.

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

Motion carried unanimously.

The meeting was adjourned at approximately 7:49pm.

Respectfully Submitted,

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

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



# Proposal for The Charter Township of Ypsilanti

Written by Melissa DeMott



# MAGNIFY MOTIVATE MOBILIZE

The M3 Method™

## Hello there!

**At M3 Group, we help you achieve your goals through integrated strategies and objectives that create results for you.**

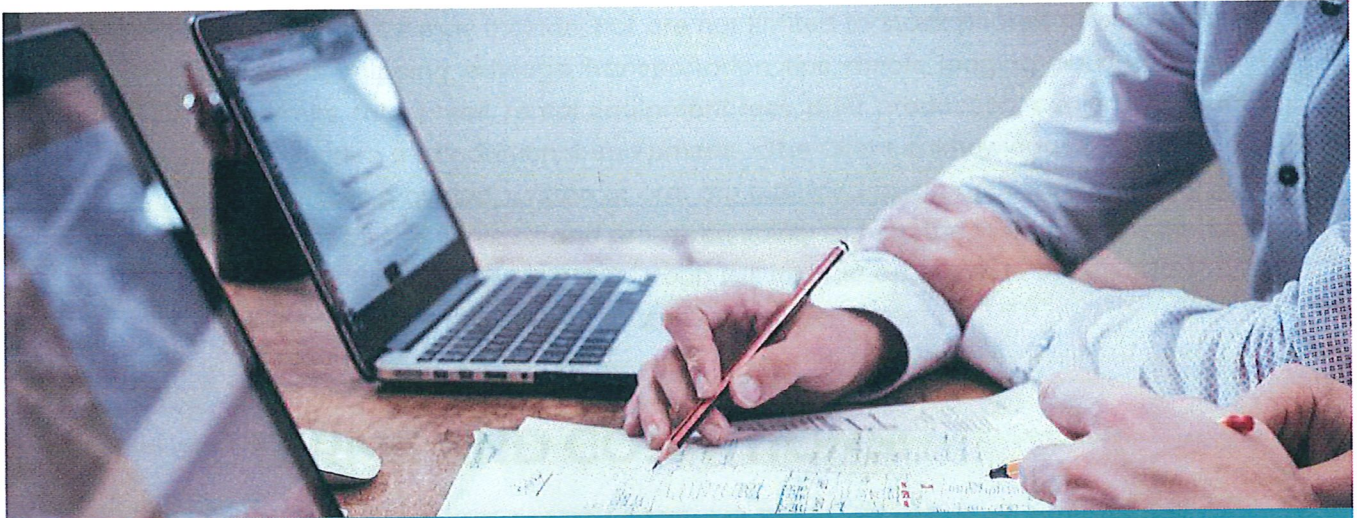
M3 Group was founded on the principle of movement. We vow to never stand still and we'll create consistent action to drive high-quality performing solutions. After all, you deserve a "wow" result. We won't stop pursuing the elusive ring.

Whether it's a sprint or a marathon, M3 Group's commitment to our clients is to never stop or surrender. We pivot. We maneuver. We strive to win because our strategic drive, passion for creativity, performance culture and dynamic results are what you deserve. We define it as motion reimagined.

We can help you cut through the noise, find your audience and deliver your brand story at its best. We are dedicated to authentic brand storytelling and diving into the data to give you the biggest, most effective reach and value for your budget and your audience.

**Read through this proposal and choose a strategy that brings the ROI you're looking for and we can get moving!**





## SOW Agreement

If you are ready to proceed, just read our terms and conditions below and sign the digital signature block.

Mission and Vision Statements

\$1,800

\*This is an amendment to the Graphic Design Services RFP signed on 9/22/21

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**One-off Total \$1,800**

## COMPENSATION INFORMATION:

Services described in the Investment Plan section of this agreement will be performed at the agreed rate in the contract. Any services not contracted will be charged an hourly rate of \$150 per project, unless otherwise specified,



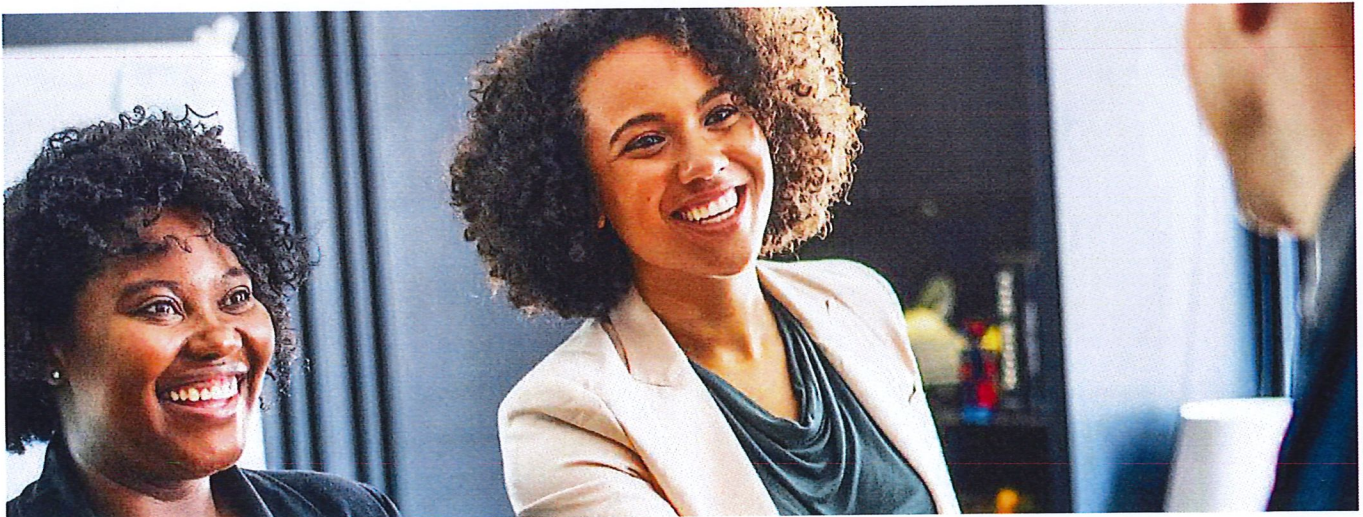
consent of the Client.

**6. CONFLICT OF INTEREST:** With regard to existing clients of M3 Group, M3 Group will make every effort to avoid any conflict of interest. If a conflict should arise, interested parties will be informed.

**7. ASSIGNMENT/TRANSFER/SUBCONTRACTING:** M3 Group reserves the right to assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Contract with the prior specific written consent of the Client. Any future successors of M3 Group will be bound by the provisions of this Contract unless the Client otherwise agrees in a specific written consent.

**8. TOTAL AGREEMENT:** This Contract contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Contract shall be binding. This Contract may not be changed except by mutual agreement of the parties reduced to writing and signed.

**9. SIGNATORIES:** The signatories below warrant that they are empowered to enter into this agreement and that if it is determined that the person signing this Contract is not authorized to execute this Contract in a representative capacity on behalf of the Client, (s)he shall be personally liable.



## Payment Terms



**Project or Campaign: Up Front** M3 Group will invoice the client at the beginning of the project / campaign with payment due upon receipt.

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All accounts will incur 1.5% penalty per month (18% per annum) for any amount 30 days past due. Checks returned for non-sufficient funds will incur a \$25 charge. All invoices provided by M3 Group will include an explanation of the services provided during the billing period.

If M3 Group enters into a subcontract for services with another vendor as the agent for the Client, the Client agrees to be responsible for the amount due to the subcontractor – Like media organizations. In this case, M3 Group will submit unified invoices and receive all payments for it and any other approved vendors.

## Ready to sign?

Type your name below to sign our agreement – no paper, no fuss!  
Our team will then contact you get things started.



We are always interested in new challenges and collaborations, so please

feel free to reach out for a chat.

[info@m3group.biz](mailto:info@m3group.biz) | (517) 203 3333

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Brenda L. Stumbo  
Brenda Stumbo Feb. 2, 2022

Heather Jarrell-Roe  
Heather Jarrell-Roe Feb. 2, 2022





## PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 2  
"Stantec" Stantec Consulting Michigan Inc.  
Stantec Project # 2075154400  
3754 Ranchero Drive  
Ann Arbor, MI 48103  
Ph: (734) 263-9031  
email: claire.martin@stantec.com

Date 07 January 2022

Client Charter Township of Ypsilanti  
Client Project # n/a  
7200 South Huron River Drive  
Ypsilanti, MI 48197  
Ph: (734) 544-3515  
email: mhoffmeister@ytown.org

Project Name and Location: Loonfeather Point Park Improvements, Ypsilanti, MI

In accordance with the original Professional Services Agreement dated 16 September 2020 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

The Change Order 2 scope of work includes: 1. Additional site visits and construction administration to inspect paving operations and poor-quality pavement replacement, 2. Additional coordination for restroom electrical and security camera re-installation, 3. Additional weeks of construction inspection and administration beyond the December 1, 2021 contract deadline.

	Total fees this Change Order			\$	12,500.00
	Original agreement amount			\$	58,696.00
	Change Order Number	1		\$	3,850.00
	Change Order Number			\$	-
	Change Order Number			\$	-
	Change Order Number			\$	-
	<b>Total Agreement</b>			<b>\$</b>	<b>75,046.00</b>

Effect on Schedule: Contractor closeout anticipated April/May 2022.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

### Stantec Consulting Michigan Inc.

Mark Pascoe, Principal  
Print Name and Title

Signature **Mark D.** Digitally signed by Mark D. Pascoe  
Date Signed: **Pascoe** Date: 2022.01.24 11:06:25 -05'00'

### Charter Township of Ypsilanti

**Brenda L. Stumbo** | **Heather Jarrell Roe**  
Print Name and Title

Signature **Brenda L. Stumbo** | **Heather Jarrell Roe**  
Date Signed: **2-2-2022** | **2-2-2022**





December 3, 2021

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

RE: Huron Street Pathway – from Joe Hall Drive to South Huron River Drive  
**Proposal for Construction Services**

Dear Ms. Stumbo:

OHM Advisors is pleased to submit this proposal for construction engineering services for the Huron Street Pathway project in the Charter Township of Ypsilanti. This project includes new 10-ft wide pathway from Joe Hall Drive to South Huron River Drive, connecting North Bay Park to the Huron Street corridor.

### **PROJECT UNDERSTANDING**

Through a joint effort between OHM and Ypsilanti Township, Connecting Communities grant money was awarded to the Township in the fall of 2019 in the amount of \$150,000.00. The proposed project consists of linking pathway along the west side of Huron Street from Joe Hall Drive to South Huron River Drive. This will help link residents to North Bay Park as well as the future pathway connection over I-94 being administered by MDOT.

A 10-ft asphalt pathway will be constructed at the southwest corner at Joe Hall Drive and Huron Street and continue north and terminate at the northwest corner of S Huron Drive and Huron Street. Additionally, an 8-ft asphalt pathway will be constructed along the east side of Huron Street from James Hart Parkway to the North Bay Park parking lot. The North Bay Park connection will include a rain garden and haven for the existing AATA Bus Stop as well. Throughout the Huron Street pathway, the project proposes a number of driveway crossings which will require approach replacement coupled with ADA ramp/level landing, approach, grading, and necessary drainage/stormwater improvements.

All pathway design will comply with the current guidelines for pathway construction including the American Association of State Highway Transportation Officials' (AASHTO) Guide for the Development of Bicycle Facilities (where applicable), applicable sections of the Americans with Disabilities Act (ADA), the National Asphalt Pavement Association (NAPA) Standards, and local Ordinances.

During the Connecting Communities application process, it was recognized that some pathway construction would ultimately exceed the Huron Street right-of-way and need to be constructed on the Bethesda Church property, located at 1800 Huron Street. OHM and the Township reached out to Bethesda Church and to the property owner of 225 Joe Hall Drive for a temporary grading easement in 2019, with both easements acquired in 2021. No other easements for the project are required as the remaining proposed work is located within the Huron Street right-of-way or is on Township owned property.

OHM Advisors has previously assisted with neighboring Border-to-Border pathway projects (Grove Road Segments) as well as with various application assistance efforts. We offer the following scope of services for the



completion of the construction of this project. The scope is based on the level of service that Ypsilanti township has requested in the past.

## **SCOPE**

### **Task 1 – Additional Design + Scope**

During the course of the design, additional project areas (i.e. Ford Heritage Park internal trail and Textile Rd pathway) were added outside of the Huron Street limits. These areas were identified as deficient pathways and with the proximity to the Huron Street project, were sufficient in location and construction type to be included with the bid package. Additional design for a rain garden area and retaining wall was provided by OHM to the amended North Bay Park trail design. The two extra efforts have been completed by OHM in good faith and were issued in the bid package.

### **Task 2 – Construction Layout**

OHM Advisors will provide construction survey layout services for the paving activities. Staking will be provided for ADA sidewalk ramps, curb elevations, drive approaches, and retaining wall. OHM will also witness existing surfaces to ensure new pavement surfaces will match existing conditions, as needed. This will include the initial placement of the stakes and, if removed by residents and/or the contractor, one (1) additional staking.

### **Task 3 – Construction Observation**

OHM Advisors will provide on-site construction observation services for all utility adjustments, grading and paving activities and part time inspection for restoration efforts. For this proposal, we anticipate three and a half (3.5) weeks that will require full-time inspection and an additional three (3) weeks of follow-up/part-time inspection. If the contractor requires more time than this for the major items of work, additional budget may be required. Coordinating material testing services will also be included under construction observation.

### **Task 4 – Construction Engineering**

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

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

### **Task 5 – Contract Administration**

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

- ▶ Assisting the Township in reviewing and processing payment estimates for the contractor.
- ▶ Assisting with the preparation of change orders and a final balancing change order.
- ▶ Performing preliminary and final walkthroughs of the completed project, including preparing substantial completion certificates, punch lists, and confirming the resolution of punch list items.
- ▶ Supplying the Township with a project record, including construction daily reports, sketches and all other pertinent information after the completion of the project.
- ▶ Project close out by securing required documentation and correspondence per the contract.



### Task 6 – Materials Testing

G2 consulting, Inc (G2) will provide material testing for the aggregate base, as well as the concrete and HMA placement. G2 will also review a mix design to the contractor ensuring the specifications are followed. G2's scope includes time for concrete testing, aggregate base compaction testing, undercutting and proof roll testing, and HMA testing. This also includes the necessary equipment and lab testing fees. Material testing services include but are not limited to:

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

### FEE

OHM Advisors proposes to provide the above outlined professional construction services on an Hourly – Not to Exceed basis, in accordance with our 2021 Rate Schedule. Invoices will be sent monthly as work is performed.

<b>Task 1</b> – Additional Design + Scope	\$ 2,900.00
<b>Task 2</b> – Construction Layout	\$ 5,500.00
<b>Task 3</b> – Construction Observation	\$25,500.00
<b>Task 4</b> – Construction Engineering	\$20,700.00
<b>Task 5</b> – Contract Administration	\$ 5,000.00
<b>Task 6</b> – G2 Services (Materials Testing)	\$ 9,200.00
<b>TOTAL</b>	<b>\$68,800.00 (Hourly - Not to Exceed)</b>

### DELIVERABLES

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

### ACCEPTANCE

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

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

\_\_\_\_\_  
OHM ADVISORS  
CONSULTANT

\_\_\_\_\_  
Charter Township of Ypsilanti  
CLIENT

\_\_\_\_\_

(Signature)

\_\_\_\_\_

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

(Name)

\_\_\_\_\_  
Ms. Brenda Stumbo

\_\_\_\_\_  
Principal in Charge

(Title)

\_\_\_\_\_  
Township Supervisor

\_\_\_\_\_

(Date)

\_\_\_\_\_



(Signature) \_\_\_\_\_

(Name) Ms. Heather Jarrell Roe

(Title) Township Clerk

(Date) \_\_\_\_\_



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

### **Memorandum of Understanding**

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

#### **Goal:**

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

#### **Name of Program Covered by this MOU:**

YMCA & Ypsilanti Township Recreation Department, Summer Day Camps

#### **Brief Description of Program:**

The Ann Arbor YMCA and Ypsilanti Township Recreation Department will provide 10 weeks of summer day camps beginning June 13, 2022. The program will end on August 18, 2022. The Ann Arbor YMCA will provide sports, arts (theater, dance, arts/crafts), girls empowerment camps.

#### **Financial Compensation:**

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

The Ann Arbor YMCA will charge \$150/week (based on 8 hours/day, 5 days/week) for its programs and make financial assistance available to anyone that qualifies based on the HUD household income scale. *The Ann Arbor YMCA has agreed to pay Ypsilanti Township Recreation Department 10% of the net program fee revenue or \$300 per week, whichever is greater. Program fee revenue is defined as program fees collected, less any scholarship provided by the YMCA. This payment is to help offset any additional operating costs incurred (utilities, cleaning, basic facility staffing etc.) and the Ann Arbor YMCA will disburse payment for all weeks by September 18, 2022.*

**Site(s) Where Program will be located:** The program will operate from the Ypsilanti Township Recreation Department Community Center Building (2025 E. Clark Rd., Ypsilanti), and Community Center Park. YMCA programs will be located in rooms #101, 102 & 105, according to the agreed upon schedule (see attached). YMCA camps will operate between 8:15 a.m. and 4:45 p.m. daily Monday-Friday according to the agreed upon program dates. YMCA staff may need to access facilities as early as 7:30 a.m. and as late as 5:30 p.m.

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

Students ages 5-16 living in Washtenaw County.



Objectives:

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

Specifics

*Ypsilanti Township Recreation Department agrees to:*

1. Provide a member of staff that acts as the Program Coordinator in the delivery of the program. Work collaboratively with the Program Coordinator from the YMCA to ensure a safe, high-quality experience for all participants and staff including but not limited to: safe transition of youth from Ypsilanti Township to YMCA camps (and vice versa), communication with Y staff about facility schedules, emergency situations, parent communication, camp schedules etc.
2. Program oversight of programmatic and administrative function of all YTRD camps; collecting revenue from program participants, managing the registration process, and collecting necessary participant waivers and health forms.
3. Cover the cost of expense for any staff positions for camps offered by Ypsilanti Township Recreation Department program staff and associated vendors.
4. Ensure that any staff working with the program are First Aid and CPR certified. Ann Arbor YMCA will provide this training at a reduced rate to all Ypsilanti Township Recreation Department program staff.
5. Meet as necessary with designees of the Ann Arbor YMCA to review project progress and address any issues that may arise
6. Invite Ann Arbor YMCA staff and volunteers to participate in relevant staff training, if applicable.
7. Publicly recognize the work of the Ann Arbor YMCA related to this program. This may be in the form of the Township Magazine, newsletters, website, board meetings, press releases, social media etc.
8. Participate in data collection relevant to the program and will meet with the partner organization in September 2022 to review goals and objectives of the collaboration.
9. Assist the Ann Arbor YMCA with any necessary grant compliance data.
10. Assist the YMCA in identifying qualified individuals to serve in program leadership roles. Provide space to host camp information events, staff hiring events etc.
11. Assume shared liability for the facility and equipment being used.
12. Provide general cleaning and janitorial services to any rooms/areas being used for YMCA programs, as well as common spaces and bathrooms.

*Ann Arbor YMCA agrees to:*

1. Provide a member of staff that acts as the Program Coordinator in the delivery of the program. Work collaboratively with the Program Coordinator from Ypsilanti Township Recreation Department to ensure a safe, high-quality experience for all participants and staff, including but not limited to: safe

- transition of youth from Ypsilanti Township to YMCA camps (and vice versa), communication with Y staff about facility schedules, emergency situations, parent communication, camp schedules etc.
2. Program oversight of programmatic and administrative function of all AA YMCA camps; collecting revenue from program participants, managing the registration process, and collecting necessary participant waivers and health forms.
  3. Cover the cost of expense for any staff positions for camps offered by Ann Arbor YMCA program staff and associated vendors.
  4. Provide First Aid and CPR training to all staff and volunteers working with YMCA camp programs. Staff will be required to gain the certification prior to beginning employment. Make First Aid and CPR training available, at a reduced rate to all Ypsilanti Township Recreation Department program staff.
  5. Meet as necessary with designees of the Ypsilanti Township Recreation Department to review project progress and address any issues that may arise
  6. Invite Ypsilanti Township Recreation Department staff and volunteers to participate in relevant staff training, if applicable.
  7. Publicly recognize the work of the Ypsilanti Township Recreation Department related to this program. This may be in the form of newsletters, website, board meetings, press releases, social media etc.
  8. Participate in data collection relevant to the program and will meet with the partner organization by September 2022 to review goals and objectives of the collaboration.
  9. Assist Ypsilanti Township Recreation Department with any necessary grant compliance data.
  10. Assume shared liability for the facility and equipment being used.

#### Liability, Insurance and Indemnification:

##### Tenant's Insurance

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

##### Landlord's Insurance.

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

Coverage Requirements.

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

Indemnification.

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

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

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

Brenda S. Stumbo  
Brenda Stumbo, Supervisor (sign)

Heather Jarrell Roe  
Heather Jarrell Roe, Clerk (sign)

Toni Kayumi  
Toni Kayumi, YMCA CEO (sign)

Kupai Pfa  
Ann Arbor YMCA Representative (sign)

2-9-2022  
Date

2-9-2022  
Date

2-7-22  
Date

2/7/2022  
Date

Prepared January 7, 2022

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

This Agreement ("Agreement"), is made and entered into on the 1st of February, 2022, 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 continue to collaborate on vermin management; and

Whereas, prior (amended) Agreements for these services have been completed; and

Whereas, vermin issues remain 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, the Township has budgeted \$150,000 for 2022 for a more aggressive program due to the extent of issues found in 2021; and



Whereas, WCWRC will continue to provide an annual report along with regular updates and service area maps to Township staff and the Supervisor 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, 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 provided to illustrate the need and focus areas for the Services provided and is not intended to limit areas for providing Services; and

Whereas, Exhibit B provides a depiction of both current reported vermin sightings and other areas of future investigation desired within the Township, Exhibit B is provided to illustrate the need and initial focus areas for the Services provided; and

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

Whereas, Township and WCWRC officials fully understand that this new Agreement is based on a year-long pilot program that was expected in prior amended Agreements, due to the nature of the problem and experiences in other municipalities; and

Whereas, given the persistence of vermin in other communities, Township and WCWRC officials anticipate and fully understand the program will in all likelihood result in a recommendation for a longer-term program and recommended program funding amounts continuing program experiences; and

Whereas, the primary program goals are to:

1. Reduce the frequency of vermin activity through an aggressive initial program in 2022
2. Determine a cost-effective "maintenance level" of longer-term baiting after initial aggressive baiting;

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 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.

3. 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.
4. 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.
5. 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.
6. Parties agree that this contract may be amended administratively as needed to extend the allowable timeframe and/or reduce the monthly expenditures.
7. 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 \$150,000.

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 L. Stumbo  
Brenda Stumbo (DATE)  
Township Supervisor 2-2-2022

By: Evan Pratt 1/18/2022  
Evan N. Pratt, P.E. (DATE)  
Water Resources Commissioner

By: Heather Jarrell Roe  
Heather Jarrell Roe (DATE)  
Township Clerk 2-2-2022

## 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 \$150,000. It is anticipated that this amount will be adequate for the duration of 2022 and baiting will be ramped up in the field over a 3-month period upon Township approval of this contract. The intent of this agreement is also 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.