

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE MAY 17, 2022 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:02pm 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**

Two public comments were given.

**3. CONSENT AGENDA**

**A. MINUTES OF THE APRIL 19, 2022 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR MAY 3, 2022 IN THE AMOUNT OF \$667,072.18**
- 2. STATEMENTS AND CHECKS FOR MAY 17, 2022 IN THE AMOUNT OF \$564,487.94**
- 3. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR APRIL 2022 IN THE AMOUNT OF \$64,882.03**
- 4. CLARITY HEALTHCARE ADMIN FEE FOR APRIL 2022 IN THE AMOUNT OF \$1,272.97**

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

The motion passed unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters discussed three lawsuits that have been recently filed against the township by the Ypsilanti Township Citizens for Responsible Government. He stated this group had circulated petitions in opposition of the township's recently adopted zoning ordinance and the zoning for marijuana. Attorney Winters added that the lawsuit is against the State of Michigan and Secretary of State Jocelyn Benson and Ypsilanti Township and Clerk Heather Jarrell Roe and states that they

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could not get the amount of signatures required in the time allowed, as per state law.

Attorney Winters stated the his law partner, Denny McClain, continued to gather documentation to move forward on requesting the Gault Village shopping mall be demolished.

Attorney Winters also discussed the renovation of Loonfeather Park and the delays the project has experienced.

**NEW BUSINESS**

**1. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE LOCATED AT 6630 RAWSONVILLE RD. BUDGETED IN LINE ITEM #101-729-801-023**

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to authorize circuit court litigation to abate a public nuisance located at 6630 Rawsonville Rd. budgeted in line item #101-729-801-023.

The motion carried unanimously.

**2. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES BY PADLOCK LOCATED AT 1028 STUDEBAKER, 559 KENNEDY, AND 1405 BUD BUDGETED IN LINE ITEM #101-729-801-023**

A motion was made by Clerk Jarrell Roe and seconded by Trustee Wilson to authorize circuit court litigation to abate public nuisances located at 1028 Studebaker, 559 Kennedy, and 1405 bud budgeted in line item #101-729-801-023.

The motion carried unanimously.

**3. REQUEST TO APPROVE THE MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING WITH DTE FOR STREETLIGHTS FOR THE HURON ST. PATHWAY IN THE AMOUNT OF \$97,063.00 BUDGETED IN LINE ITEM #213-901-986-010 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Trustee Peterson and seconded by Treasurer Eldridge to approve the Master Municipal Agreement for Municipal Street Lighting with DTE for streetlights for the Huron St. Pathway in the amount of \$97,063.00 budgeted in line item #213-901-986-010 contingent upon approval of the budget amendment (see attached).

Supervisor Stumbo stated this is to light the second part of Huron St. in joint partnership with the City of Ypsilanti.

The motion carried unanimously.

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**4. REQUEST TO APPROVE CHANGE ORDER #1 FOR THE HURON ST. TRAIL PROJECT IN THE AMOUNT OF \$6,000.00 BUDGETED IN LINE ITEM NUMBER 213-901-986-009**

Clerk Jarrell Roe read the budget amendment into the record.

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve change order #1 for the Huron St. Trail Project in the amount of \$6,000.00 budgeted in line item #213-901-986-009.

The motion carried unanimously.

**5. REQUEST TO APPROVE A CONTRACT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION ON HIGHWAY M-17 (WASHTENAW AVE., HAMILTON ST., HURON ST.) AND HIGHWAY US-12BR (MICHIGAN AVE.) IN THE AMOUNT OF \$162,100.00 BUDGETED IN LINE ITEM #213-901-986-010 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Trustee Peterson and seconded by Clerk Jarrell Roe to approve the contract with the Michigan Department of Transportation for construction on Highway M-17 (Washtenaw Ave., Hamilton St., Huron St.) and Highway US12-BR (Michigan Ave.) in the amount of \$162,100.00 budgeted in line item #213-901-986-010 contingent upon approval of the budget amendment (see attached).

Supervisor stated she didn't initially think this project was going to because it came in two million over anticipate engineering costs but thanks to the hard work of our state representative and MDOT the State of Michigan is proceeding with the project. She added the project includes other streets in the City of Ypsilanti but the township portion on only includes the Huron Bridge.

Attorney Winters stated that there needs to be language in the DTE contract that the township is not waiving its right for governmental immunity.

The motion carried unanimously.

**6. REQUEST TO APPROVE THE SECOND AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR ROAD IMPROVEMENTS IN THE AMOUNT OF \$207,500.00 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the Second Agreement with the Washtenaw County Road Commission for road improvements in the amount of \$207,500.00 contingent upon approval of the budget amendment (see attached).

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Supervisor Stumbo stated some of roads included for improvement are Mansfield, Andrea, Lakeview and Rolling Ct. She added a possible third agreement may come back to the board.

The motion carried unanimously.

**7. RESOLUTION 2022-08, TEMPORARY ROAD CLOSURE REQUEST FOR "OBERUN 5K" ON JULY 29, 2022**

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Wilson to approve resolution 2022-08, Temporary Road Closure Request for "Oberun 5K" on July 29, 2022 (see attached).

The motion carried unanimously.

**8. RESOLUTION 2022-09, TEMPORARY ROAD CLOSURE REQUEST FOR "RUN SCREAM RUN" 5K, 10K AND KID'S MILE RUN ON OCTOBER 8, 2022**

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve resolution 2022-09, Temporary Road Closure Request for "Run Scream Run" 5K, 10K and kid's mile on October 8, 2022 (see attached).

The motion carried unanimously.

**9. BUDGET AMENDMENT #9**

Clerk Jarrell Roe read the budget amendment into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Wilson to approve budget amendment #8 (see attached).

The motion carried unanimously.

**AUTHORIZATIONS AND BIDS**

**1. REQUEST ACCEPT THE WEBSITE DEVELOPMENT PROPOSAL FROM REVIZE FOR A FIVE YEAR AGREEMENT IN THE AMOUNT OF \$52,100.00 BUDGETED IN LINE ITEM #101-228-801-000 CONTINGENT UPON ATTORNEY APPROVAL OF THE CONTRACT**

A motion was made by Clerk Jarrell Roe and seconded by Trustee Wilson to accept the website development proposal from Revize for a five year agreement in the amount of \$52,100.00 budgeted in line item #101-228-801-000 contingent upon attorney approval of the contract.

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Supervisor Stumbo stated this was discussed during the work session and that Travis McDugald will be providing answers to questions from the board.

The motion carried unanimously.

**2. REQUEST APPROVAL TO SEEK SEALED BIDS FOR FOUR (4) NEW ORDINANCE AND ZONING VEHICLES**

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the request to seek sealed bids for four (4) new ordinance and zoning vehicles.

Supervisor Stumbo stated this would be brought back to the board to approve the purchase.

The motion carried 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 7:35pmpm.

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 May 20, 2022 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 March 22, 2022 (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 Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	64688582	
	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:	[Huron St-Shared Use Path], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	21	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install twenty (20) 28'6", black, steel posts on frangible transformer base and twenty (20) 136w LED with black housing. Install one (1) 40', black, steel post on frangible transformer base and one (1) 238w LED with black housing.	
5. Estimated Total Annual Lamp Charges	\$7,014.84	
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:	\$118,107.04
	Revenue credit:	\$21,044.52
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$97,062.52</b>
	Credit for Post Charge, if selected	\$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement <b>\$97,062.52</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" 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>	

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

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 as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. 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 its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice 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 N/A. Access to Customer's 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. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: N/A Title: N/A  
Phone Number: N/A Email: N/A

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

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).



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

\*\*\*\*\*

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

Company:

DTE Electric Company  
By: Christopher J Hartley  
Name: Christopher J Hartley  
Title: Manager-Sales & Business Development  
Date: 5/26/2022

Customer:

Charter Township of Ypsilanti  
By: Brenda L. Stumbo / Heather Inell Roc  
Name: Brenda L. Stumbo / Heather Inell Roc  
Title: Supervisor / Clerk  
Date: 5-31-22 / 6/1/22

SIGN HERE

**Attachment 1 to Purchase Agreement**

**Map of Location**

[To be attached]

SPECIAL TRUNKLINE  
NON-ACT-51  
ADDED WORK

DA  
Control Section ST 81081; TA 81083  
Job Number 113542CON; 113542PE  
209612CON  
Fed Project # 22A0374; 1481045; 22A0377  
Contract 22-5057

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; YPSILANTI CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN hereinafter referred to as the "TOWNSHIP"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway M-17 (Washtenaw Avenue/Hamilton Street/Huron Street) and Highway US-12BR (Michigan Avenue), within Ypsilanti Township, Washtenaw County, Michigan.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning pavement rehabilitation work along Highway M-17 (Washtenaw Avenue/Hamilton Street/Huron Street) and Highway US-12BR (Michigan Avenue); and

WHEREAS, the TOWNSHIP has requested that the DEPARTMENT perform additional work for and on behalf of the TOWNSHIP in connection with the Highway M-17 (Washtenaw Avenue/Hamilton Street/Huron Street) and Highway US-12BR (Michigan Avenue) construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

PART A – Job Number 113542CON & 113542PE (100% TOWNSHIP PARTICIPATION)

Traffic signal mast arm installation at the intersection of Highway M-17 (Huron Street) and the westbound Highway I-94 exit ramp including work required for the placement of mast arm signals in excess of the work required to install standard strain wire signal and illuminated street name signs and conduit directional bore work; together with necessary related work, located within the TOWNSHIP; and

PART B – Job Number 209612CON (FEDERAL, STATE, TOWNSHIP and CITY OF YPSILANTI PARTICIPATION)

Non-motorized path construction work along the southbound side of Highway US-12BR (Huron Street) from James L. Hart Parkway to north TOWNSHIP limits, including curb and gutter, decorative concrete surface, signing, pavement marking, lane separator, delineator, and maintaining traffic work; together with necessary related work, located within TOWNSHIP; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A	\$ 86,500
PART B	<u>\$2,278,700</u>
TOTAL	\$2,365,200

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this Contract.

The term "PROJECT COST" for the PART A portion of the PROJECT, as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

The term "PROJECT COST" for the PART B portion of the PROJECT, as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The TOWNSHIP will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the TOWNSHIP'S facilities. The TOWNSHIP is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the TOWNSHIP'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PART A portion of the PROJECT COST shall be charged to the CITY 100 percent. The PART B portion of the PROJECT COST shall be met in part by contributions from agencies of the Federal Government. Federal Highway Improvement Program and Transportation Alternatives Program Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$2,059,295, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The TOWNSHIP's participation shall be up to an amount not to exceed \$127,727. The City of Ypsilanti's participation shall be up to an amount not to exceed \$472,723. After the deduction of the Federal Funds, the balance of the PART B portion of the PROJECT COST shall be charged to and paid by the DEPARTMENT, the CITY and Ypsilanti Township in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT	13.78%
TOWNSHIP	18.29%
City of Ypsilanti	67.93%*

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED <u>COST</u>	FED <u>AID</u>	BALANCE AFTER <u>FED AID</u>	DEPT'S <u>SHARE</u>	CITY'S <u>SHARE*</u>	TWP'S <u>SHARE</u>
PART A						
Constr. &						
CE	\$ 76,500	\$0	\$ 76,500	\$ 0	\$ 0	\$ 76,500
PE	\$ 10,000	\$0	\$ 10,000	\$ 0	\$ 0	\$ 10,000
PART B						
Constr. &						
CE	<u>\$2,278,700</u>	<u>\$1,865,100</u>	<u>\$413,600</u>	<u>\$57,000</u>	<u>\$281,000</u>	<u>\$ 75,600</u>
TOTAL	<u>\$2,365,200</u>	<u>\$1,865,100</u>	<u>\$500,100</u>	<u>\$57,000</u>	<u>\$281,000</u>	<u>\$162,100</u>

\*The City of Ypsilanti participation for the PART B portion of the PROJECT COST will be addressed in the DEPARTMENT Contract 22-5056.

The PE for the PART A portion of the costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the

TOWNSHIP on a monthly basis for the TOWNSHIP'S share of the cost of work performed to date, less all payments previously made by the TOWNSHIP not including payments made for a working capital deposit. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the TOWNSHIP.

The TOWNSHIP will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital and applied toward the end of the project for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

PART A DEPOSIT	\$34,600
PART B DEPOSIT	\$ <u>0</u>
TOTAL DEPOSIT	\$34,600

The total deposit will be billed to the TOWNSHIP by the DEPARTMENT and shall be paid by the TOWNSHIP within 30 days after receipt of invoice.

7. Upon completion of the PART A portion of the PROJECT, the facilities being constructed as the PROJECT shall be operated and maintained by the TOWNSHIP and the DEPARTMENT in accordance with standard practice.

Upon completion of the PART B portion of the PROJECT, the TOWNSHIP shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the TOWNSHIP shall own the facilities and shall be operate and maintain the facilities in accordance with applicable law at no cost to the DEPARTMENT.

8. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the TOWNSHIP. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the TOWNSHIP of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

9. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that

they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

10. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the TOWNSHIP and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the TOWNSHIP, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

YPSILANTI CHARTER TOWNSHIP

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By *Amanda L. Thomas*  
Title: *Supervisor*

By \_\_\_\_\_  
Department Director MDOT

By *Heathc Jarrell Roe*  
Title: *Clerk 5-20-22*





**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B  
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## APPENDIX C

### TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

#### Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

## 2022 YPSILANTI TOWNSHIP SECOND AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of June, 2022, 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. **Mansfield Street, Michigan Avenue northerly 1,971 feet to end of certification:**  
Work to include tree cutting, milling the existing pavement, the placement of 2" HMA resurfacing, traffic signal detector, structure adjustments, ADA sidewalk ramps and associated project restoration.  
Estimated project cost: \$ 110,100.00
  
2. **Andrea Avenue, Foley Avenue to Harry Street:**  
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: \$ 149,600.00
  
3. **Lakeview Avenue, Ide Street to McCartney Avenue:**  
Work to include culvert installation, HMA base crushing, shaping and compacting, the placement of 3.5" HMA resurfacing, structure adjustments, and associated project restoration.  
Estimated project cost: \$ 105,600.00
  
4. **Rolling Court, Conway Street to Foley Avenue:**  
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: \$ 49,700.00

### AGREEMENT SUMMARY

2022 LOCAL ROAD PROGRAM	
Mansfield Street, Michigan Avenue northerly 1,971 feet	\$ 110,100.00
Andrea Avenue, Foley Avenue to Harry Street	\$ 149,600.00
Lakeview Avenue, Ide Street to McCartney Avenue	\$ 105,600.00
Rolling Court, Conway Street to Foley Avenue	\$ 49,700.00
Subtotal	\$ 415,000.00
 Less WCRC 2022 Local Matching Funds	 \$ 207,500.00
 ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2022:	  <b><u>\$ 207,500.00</u></b>



FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo  
Brenda L. Stumbo, Supervisor

June 10, 2022

Heather Jarrell Roe  
Heather Jarrell Roe, Clerk

May 18, 2022

FOR WASHTENAW COUNTY ROAD COMMISSION:

Barbara Ryan Fuller    Barbara Ryan Fuller  
Jun 8 2022 8:38 AM

Barbara Ryan Fuller, Chair

Sheryl Soderholm Siddall    Sheryl Soderholm Siddall  
Jun 8 2022 11:58 AM

Sheryl Soderholm Siddall, Managing Director

**CHARTER TOWNSHIP  
OF YPSILANTI**

**RESOLUTION NO. 2022-06**

**RESOLUTION REGARDING  
TEMPORARY ROAD  
CLOSURE**

Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard to enter Rolling Hills on Friday, July 29, 2022 from 6:30pm to 7:15pm for the Oberun 5K to benefit Huron Waterloo Pathways.

**WHEREAS**, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

**WHEREAS**, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

**NOW THEREFORE, BE IT RESOLVED** that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

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. 2022-06 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 17, 2022.



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Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti



**CHARTER TOWNSHIP  
OF YPSILANTI**

**RESOLUTION NO. 2022-07**

**RESOLUTION REGARDING  
TEMPORARY ROAD  
CLOSURE**

Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 8, 2022 from 8:30am to 11:00am for the Run Scream Run 5K, 10K and Kid's Mile.

**WHEREAS**, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

**WHEREAS**, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

**NOW THEREFORE, BE IT RESOLVED** that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

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. 2022-07 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 17, 2022.



Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
2022 BUDGET AMENDMENT #7**

**May 17, 2022**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

<b>101 - GENERAL OPERATIONS FUND</b>	<b>Total Increase</b>	<b><u><u>\$209,455.00</u></u></b>
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Request to increase budget for PTO payout of 90 hours to be paid at 75%. This will be funded by an appropriation for prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$1,955.00	
				<u>Net Revenues</u>
			<u>\$1,955.00</u>	
Expenditures:	Salaries Pay Out - PTO & Sick	101-191-708.004	\$1,816.00	
	FICA	101-191-715.000	\$139.00	
				<u>Net Expenditures</u>
			<u>\$1,955.00</u>	

Request to increase budget for WCRC Proposed 2022 Second Road Improvement Agreement. The total amount of the project is \$415,000 with the Township's cost being \$207,500 after the local match of \$207,500. This will be funded by an appropriation for prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$207,500.00	
				<u>Net Revenues</u>
			<u>\$207,500.00</u>	
Expenditures:	Highways & St - Road Construction	101-446-982.000	\$207,500.00	
				<u>Net Expenditures</u>
			<u>\$207,500.00</u>	

<b>213 - Bike, Sidewalk, Rec, Roads, GF</b>	<b>Total Increase</b>	<b><u><u>\$119,617.00</u></u></b>
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Request to increase the budget \$44,017 for DTE Streetlights on the Township Portion of the Huron Bridge Project, and for \$75,600 for the Township's share of the construction work and engineering related to the Huron Street Bridge project. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	213-000-699.999	\$119,617.00	
				<u>Net Revenues</u>
			<u>\$119,617.00</u>	
Expenditures:	Huron Bridge Pathway	213-901-986.010	\$44,017.00	
	Huron Bridge Pathway	213-901-986.010	\$75,600.00	
				<u>Net Expenditures</u>
			<u>\$119,617.00</u>	

<b>230- RECREATION FUND</b>	<b>Total Increase</b>	<b><u><u>\$5,000.00</u></u></b>
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Request to increase budget and add a new expenditure line for Special Park Events. The request is for the receipt of donations received from DTE for our summer Jazz event and the expense for those events. This is funded by a contribution from DTE.

**CHARTER TOWNSHIP OF YPSILANTI  
2022 BUDGET AMENDMENT #7**

**May 17, 2022**

<b>Revenues:</b>	<b>Contributions &amp; Donations</b>	<b>230-000-674.000</b>	<b>\$5,000.00</b>
		<b>Net Revenues</b>	<b><u>\$5,000.00</u></b>

<b>Expenditures:</b>	<b>Special Park Events</b>	<b>230-754-963-603</b>	<b>\$5,000.00</b>
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**398 - DEBT 2006 BOND FUND**

**Total Increase \$50.00**

Request to increase the budget for US Bank admin service fee increase of \$50. This will be funded by an appropriation of prior year fund balance.

<b>Revenues:</b>	<b>Prior Year Fund Balance</b>	<b>398-000-699.999</b>	<b>\$50.00</b>
		<b>Net Revenues</b>	<b><u>\$50.00</u></b>

<b>Expenditures:</b>	<b>Bond Cost of Issuance</b>	<b>398-906-993.008</b>	<b>\$50.00</b>
		<b>Net Expenditures</b>	<b><u>\$50.00</u></b>