

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JUNE 7, 2022 SPECIAL BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 5:00pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda Stumbo, Clerk Heather Jarrell Roe, and Treasurer Stan Eldridge
Trustees: Gloria Peterson, John Newman II and Jimmie Wilson (5:04PM)

Members Absent: None

Legal Counsel: Wm. Douglas Winters

AGENDA

1. REQUEST TO APPROVE THE CONTRACT WITH QUADIENT FOR THE LEASE OF A NEW POSTAGE MACHINE IN THE AMOUNT OF \$468.60 PER MONTH FOR FIVE YEARS

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the contract with Quadient for the lease of a new postage machine in the amount of \$468.60 per month for five years.

Supervisor Stumbo stated that the current machine is no longer supported by the post office. She added that it was the highest quote, but staff is already trained on this machine and it can process mail faster than the others.

Treasurer Eldridge stated this is only one of four companies in the country that provide this service.

The motion was amended to include contingent upon attorney approval of the contract.

The motion carried unanimously.

2. REQUEST TO AWARD THE LOW BID FOR REPLACEMENT OF THE ROOF AT FIRE STATION #4 LOCATED AT 8869 TEXTILE ROAD TO RAPID ROOFING IN THE AMOUNT OF \$22,853.12 BUDGETED IN LINE ITEM #217-901-975-005

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to award the low bid for the replacement of the roof at fire station #4 located at 8869 Textile Rd. to Rapid Roofing in the amount of \$22,853.12 budgeted in line item #217-901-975-005.

Supervisor Stumbo asked about the different amounts on the bid. Fire Chief Eric Copeland answered that Rapid Roofing had also included an amount to inspect an existing EPDM roof and a prevailing wage premium. Chief Copeland added that he would like that included in this amount making the request for \$24,998.12.

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The motion was updated to reflect a new amount of \$24,998.12.

The motion passed unanimously.

3. REQUEST TO APPROVE A DELAY IN RETIREMENT AND ADJUSTMENT TO FIRE CHIEF ERIC COPELAND'S EMPLOYMENT CONTRACT

A motion was made by Clerk Jarrell Roe and seconded by Trustee Wilson to approve a delay in retirement and adjustment to Fire Chief Eric Copeland's employment contract.

Supervisor Stumbo stated that she had met with Chief Copeland and asked him to delay his retirement due to several ongoing issues with the fire department. She added that there are five vacancies among the fire department, as well as capital projects that are still ongoing and the transition to a new chief.

Fire Chief Eric Copeland stated that by July 1 he will have 40 years in the fire service. He added that he was willing to stay to see the township through its current challenges.

Supervisor Stumbo stated that Chief Copeland's pay would increase by \$500.00 per payroll and that he would get three additional weeks of paid time off.

The motion passed unanimously.

4. REQUEST TO APPROVE A LETTER OF AGREEMENT WITH AFSCME LOCAL 3451 14B DISTRICT COURT

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve a Letter of Agreement with AFSCME Local 3451 14B District Court.

Karen Wallin, Human Resources Manager, stated that this letter of agreement would give the 14B court employees the same raise that everyone received for 2022 (see attached).

The motion passed unanimously.

5. REQUEST TO CONFIRM THE HIRING OF WILLIAM TURNER AS THE NEW GOLF COURSE SUPERINTENDENT DUE TO THE RETIREMENT OF TIM SMITH

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to confirm the hiring of William Turner as the new golf course superintendent due to the retirement of Tim Smith.

William Turner stated that he had worked at Eagle Crest for the last six years and gave additional background information.

The motion passed unanimously.

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6. REQUEST TO APPROVE THE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF SPEED HUMPS ON NASH AVE. IN THE AMOUNT OF \$60,816.50 BUDGETED IN LINE ITEM #101-446-982-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Trustee Wilson and seconded by Treasurer Eldridge to approve the agreement with the Washtenaw County Road Commission for the installation of speed humps on Nash Ave. in the amount of \$60,816.50 budgeted in line item #101-446-982-000 contingent upon approval of the budget amendment (see attached).

Supervisor Stumbo stated that residents had been working at least three years to get these speed humps installed. She added that the township had worked with the road commission to reduce the signature requirement from 70% to 51% and that they were able to convince two landlords to sign the petition.

The motion passed unanimously.

7. REQUEST TO ACCEPT THE PROPOSAL FROM COMCAST FOR SIP TRUNK SERVICE AND TO APPROVE THE AGREEMENT PENDING ATTORNEY REVIEW

A motion was made by Clerk Jarrell Roe and seconded by Trustee Wilson to accept the proposal from Comcast for SIP Trunk Service and to approve the agreement pending attorney review.

Travis McDugald, IT manager, explained that the SIP Trunk is similar to the cable that goes from the pole outside your house to your house. He added that AT&T is retiring their old technology which is why the township needs to change to another service.

The motion passed unanimously.

8. REQUEST TO SEEK QUALIFICATIONS FOR LICENSING, MIGRATIONS AND TRAINING SERVICE FOR OFFICE365

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the request to seek qualifications for licensing, migrations, and training service for Office365.

Travis McDugald, IT Manager, stated this is to seek a partnership with a company to help the township migrate to Office365.

The motion passed unanimously.

9. REQUEST TO SEEK PROPOSALS FOR A PREFERRED NETWORK CABLE INSTALLER

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A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the request to seek proposals for a preferred network cable installer. Travis McDugald, IT Manager stated that we have gone out to bid for this two previous times and the contracts are generally for two years.

Trustee Swanson asked Mr. McDugald to explain the preferred network cable installer. Mr. McDugald explained that the company chosen would be the township's go to when any networking jobs arise.

The motion passed unanimously.

10. REQUEST TO APPROVE A ONE TIME RECOGNITION PAYMENT OF \$1000.00 TO FULL TIME EMPLOYEES AND \$500.00 TO PART TIME EMPLOYEES

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve a one time recognition payment of \$1,000.00 to full time employees and \$500.00 to part time employees.

Supervisor Stumbo stated that the township has ninety three full time employees and six part time employees. She added that this is an opportunity to show the employees how appreciative the township is for their hard work and great customer service during a stressful time.

Trustee Wilson asked what fund this payment would be coming from. Supervisor Stumbo answered that it would be coming from the general fund.

The motion passed unanimously.

11. REQUEST TO APPROVE THE INSTALLATION OF EIGHT (8) LIGHTS BETWEEN ONANDAGA AVENUE AND HUDSON STREET FOR THE US-12 PROJECT WITH INSTALLATION COSTS BEING PAID BY THE WASHTENAW COUNTY ROAD COMMISSION

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve the installation of eight (8) lights between Onandaga and Hudson St. for the US-12 project with installation costs being paid by the Washtenaw County Road Commission (see attached).

The motion passed unanimously.

12. BUDGET AMENDMENT #8

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

The motion passed unanimously.

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to adjourn.

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The motion passed unanimously.

The meeting was adjourned at approximately 5:38pm.

Respectfully Submitted,



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



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

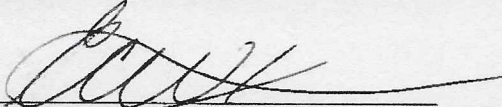
**LETTER OF AGREEMENT
(Wages for 2022)**

This Letter of Agreement is entered into between the Charter Township of Ypsilanti and the Ypsilanti Township 14-B District Court AFSCME Local 3451.

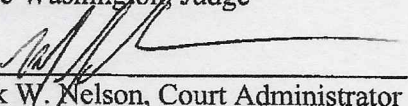
It is agreed that the Charter Township of Ypsilanti and Ypsilanti Township 14-B District Court AFSCME Local 3451 are in the process of scheduling dates for negotiations, and that negotiations have been delayed for a number of unforeseen circumstances, that the following be mutually agreed to:

An across the board wage increase of 2.75% for all steps and classifications retroactive to January 1, 2022 (Lump Sum payment to cover time period of January 1 – May 29, 2022). As of May 30, 2022 the 2.75% increase will be added directly to base wages for the remainder of 2022.

CHARTER TOWNSHIP OF YPSILANTI 14-B District Court

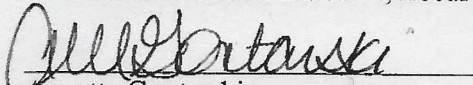

Erane Washington, Judge

6-3-22
Date

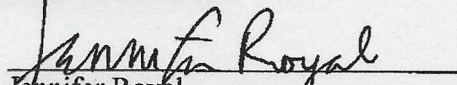

Mark W. Nelson, Court Administrator

6-3-2022
Date

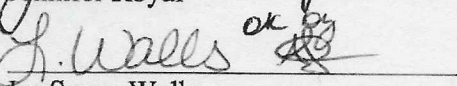
14-B District Court AFSCME, Local 3451


Annette Gontarski

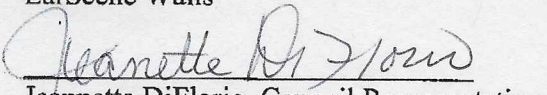
6-1-22
Date


Jennifer Royal

6-1-22
Date


LarScene Walls

6-1-22
Date


Jeannette DiFlorio, Council Representative

6-1-22
Date

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

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install seven (7) speed humps on Nash Avenue between Tyler Road and State Street (the "Project"); and

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

WHEREAS, the Road Commission will prepare documents for the Project; and

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$60,816.50.

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

AGREEMENT SUMMARY

Estimated Cost

| | |
|----------------------------------------------------------------------------------------|--------------------|
| Installation of six speed humps on Nash Ave between Tyler Road and State Street | \$60,816.50 |
|----------------------------------------------------------------------------------------|--------------------|

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Heather Jarrell Roe

Heather Jarrell Roe, Clerk

June 8, 2022

FOR WASHTENAW COUNTY ROAD COMMISSION:

Barbara R. Fuller, Chair

Sheryl Soderholm Siddall, Managing Director

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of May 18, 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: | 64953759 | |
| | If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A | |
| 2. Location where Equipment will be installed: | [Michigan Ave Service Dr-Between Onadaga Ave and Hudson St], as more fully described on the map attached hereto as <u>Attachment 1</u> . | |
| 3. Total number of lights to be installed: | 8 | |
| 4. Description of Equipment to be installed (the " <u>Equipment</u> "): | Install eight (8) 30' direct buried fiberglass posts with black finish and eight (8) 58w LED luminaires with black housing. Remove (1) existing streetlight and pole. | |
| 5. Estimated Total Annual Lamp Charges | \$2,127.36 | |
| 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: | \$36,731.84 |
| | Revenue credit: | \$6,382.08 |
| | CIAC Amount (cost minus revenue) to be paid by Washtenaw County Road Commission | \$30,349.76 |
| | Credit for Post Charge, if selected | \$0.00 |
| 8. Payment of CIAC Amount: | Due promptly upon execution of this Agreement \$30,349.76 | |
| 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>Brenda L. Stumbo Jarrod For</i> <i>Brenda L. Stumbo Jarrod For</i> |
| 11. Customer Address for Notices: | Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 |

SIGN HERE

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 _____.
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: _____ Title: _____

Phone Number: _____ Email: _____

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
DE3C40BA05224F5

Name: Christopher J Hartley

Title: Manager-Sales & Business Development

Date: 6/3/2022

Customer:

Charter Township of Ypsilanti

By: Brenda L. Stumbo | Heather Jarrell Roe 

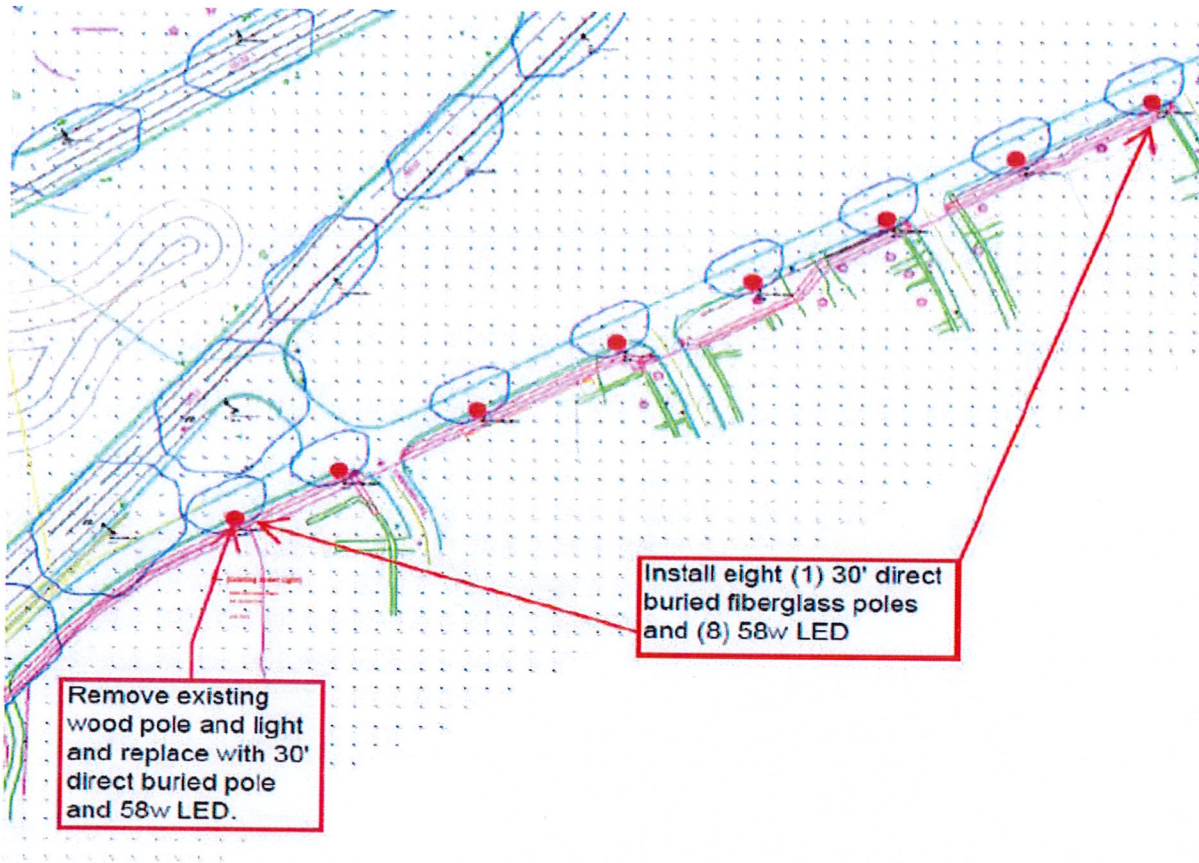
Name: Brenda L. Stumbo | Heather Jarrell Roe

Title: Supervisor | Clerk

Date: June 8, 2022

Attachment 1 to Purchase Agreement

Map of Location



**CHARTER TOWNSHIP OF YPSILANTI
2022 BUDGET AMENDMENT #8**

June 7, 2022

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$60,817.00

Request to increase budget for the installment of 7 speed humps on Nash Avenue to be completed by Washtenaw County Road Commission. This will be funded by an appropriation of prior year fund balance.

| | | | |
|---------------|--------------------------------|------------------|---------------------------|
| Revenues: | Prior Year Fund Balance | 101-000-699.999 | <u>\$60,817.00</u> |
| | | Net Revenues | <u><u>\$60,817.00</u></u> |
| Expenditures: | Highway & ST-Road Construction | 101-446-982.000 | <u>\$60,817.00</u> |
| | | Net Expenditures | <u><u>\$60,817.00</u></u> |

Motion to Amend the 2022 Budget (#8)

Move to increase the General Fund budget by \$60,817 to \$10,514,595 and approve the department line item changes as outlined.