

**CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES**

Supervisor

BRENDA L. STUMBO

Clerk

HEATHER JARRELL ROE

Treasurer

STAN ELDRIDGE

Trustees

JOHN P. NEWMAN II

GLORIA PETERSON

DEBBIE SWANSON

JIMMIE WILSON, JR.

October 4, 2022

**Work Session – 5:00 pm
Regular Meeting – 7:00 p.m.**

**Ypsilanti Township Civic Center
7200 S. Huron River Drive
Ypsilanti, MI 48197**



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE
TRUSTEES: JOHN P. NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON • JIMMIE WILSON, JR.

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, OCTOBER 4, 2022

5:00pm

1. 2023 BUDGET REVIEW

- FUND 206 FIRE
- FUND 216 FIRE PENSION AND OPEB MILLAGE
- FUND 217 FIRE SPECIAL MILLAGE CAPITAL FUND
- FUND 213 BIKE, SIDEWALK, REC, ROADS, GF
- FUND 226 ENVIRONMENTAL SERVICES
- FUND 230 RECREATION
- FUND 584 GOLF COURSE
- FUND 597 COMPOST

2. AGENDA REVIEWSUPERVISOR STUMBO

3. OTHER DISCUSSION BOARD MEMBERS

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
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Civic Center
Supervisor's Office
7200 S. Huron River Drive
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Phone: (734) 544-4000 ext. 6
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www.ytown.org

Charter Township of Ypsilanti

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: September 28, 2022

RE: Request for work session discussion on October 4, 2022

The Supervisor's Office is requesting that the following budgets be placed on the work session agenda:

1. Draft Budget discussion for Fire Fund 206
2. Draft Budget discussion for Fire Pension and OPEB Millage Fund 216
3. Draft Budget discussion for Fire Special Millage Capital Fund 217
4. Draft Budget discussion for Bike, Sidewalk, Rec, Roads, GF 213
5. Draft Budget discussion for Environmental Services Fund 226
6. Draft Budget discussion for Recreation Fund 230
7. Draft Budget discussion for Golf Course Fund 584
8. Draft Budget discussion for Compost Fund 597

cc: Javonna Neel, Accounting Director

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2023 REVISED BUDGET RECOMMEND
 LESS 2020 ACTIVITY
 THIS IS NOT A FINAL BUDGET COPY

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	2022 ACTIVITY THRU 08/31/22	2023 REQUESTED BUDGET	2023 RECOMMENDED BUDGET
Dept 000							
ESTIMATED REVENUES							
206-000-403.000 *	CURRENT PROPERTY TAXES	4,327,142	4,570,215	4,570,215	4,601,036	4,777,232	4,777,232
206-000-404.001 *	ESA REIMBURSEMENT OP	13,960	13,900	13,900	13,956	14,000	14,000
206-000-412.000 *	DELINQUENT PERS PROPERTY TAX	11,527	3,000	3,000		1,500	1,500
206-000-414.000 *	CUR PROPERTY TAX ADJUSTMENTS	17,588			(3,378)		
206-000-432.000 *	IN LIEU OF TAXES - CLARK TOWERS	6,110	6,000	6,000	6,424	6,200	6,200
206-000-476.491 *	FIRE PROTECT PERMT	650	750	750	300	750	750
206-000-528.000 *	OTHER FEDERAL GRANTS	92,528					
206-000-607.011 *	FIRE PLAN REVIEW - CHG FOR SERVICE	1,275	1,000	1,000	700	1,000	1,000
206-000-607.012 *	ADDRESS ASSIGN - CHG FOR SERVICES	60	200	200		200	200
206-000-607.270 *	LIQUOR INSPECT - CHG FOR SERVICES		1,000	1,000		1,000	1,000
206-000-665.000 *	INTEREST EARNED	190	500	500	17,290	7,000	7,000
206-000-674.000 *	CONTRIBUTIONS & DONATIONS	50					
206-000-676.012 *	INSURANCE REIMBURSEMENTS	12,404			8,843		
206-000-683.000 *	OTHER INCOME-MISCELLANEOUS	698			690		
206-000-693.002	SALES OF FIXED ASSESTS - EQUIP.	4,340					
206-000-699.101 *	TRANSFER IN: FROM GENERAL FUND			26,912	26,912		
206-000-699.999	APPROPRIATED PRIOR YEAR BAL			1,568			
TOTAL ESTIMATED REVENUES		4,488,522	4,596,565	4,625,045	4,672,773	4,808,882	4,808,882
NET OF REVENUES/APPROPRIATIONS - 000 -		4,488,522	4,596,565	4,625,045	4,672,773	4,808,882	4,808,882

* NOTES TO BUDGET: DEPARTMENT 000

403.000	CURRENT PROPERTY TAXES					4,777,232	4,777,232	
	Fire Fund Tax Revenue based on millage levy of 3.0850. The projected revenue is based on taxable value (TV) minus adjustments and renaissance zone TV. Current projected TV is 1,548,535,588 and prior year was 1,471,873,553 for percentage increase of 5.2% in the TV.							
403.001	CURRENT TAXES FIRE PENSION							
	Moved to a separate fund for pension millage. See FIRE PENSION & OPEB MILLAGE FUND 216							
403.002	CURRENT TAXES CAPITAL IMPROVEMENT							
	Moved to separate capital improvement millage fund. See FIRE SPECIAL MILLAGE CAPITAL FUND 217							
404.000	ESA REIMBURSEMENT PEN							
	Moved to a separate fund for pension millage. See FIRE PENSION & OPEB MILLAGE FUND 216							
404.001	ESA REIMBURSEMENT OP					14,000	14,000	
	State calculated reimbursement for personal property loss due to small business exemptions							
404.002	ESA REIMBURSEMENT CAPITAL IMPROVE							
	Moved to separate capital improvement millage fund. See FIRE SPECIAL MILLAGE CAPITAL FUND 217							
412.000	DELINQUENT PERS PROPERTY TAX					1,500	1,500	

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Dept 000	Delinquent personal property revenue collected by the Treasurer.						
412.005	DELQUENT PERS PROP-FIRE PENSI						
	Moved to a separate fund for pension millage. See FIRE PENSION & OPEB MILLAGE FUND 216						
412.006	DELQUENT PPT-FIRE CAPITAL						
	Moved to separate capital improvement millage fund. See FIRE SPECIAL MILLAGE CAPITAL FUND 217						
414.000	CUR PROPERTY TAX ADJUSTMENTS						
	Current year tax adjustments made by Board of Review						
414.001	CUR PROPERTY TAX ADJ PEN						
	Moved to a separate fund for pension millage. See FIRE PENSION & OPEB MILLAGE FUND 216						
414.011	CUR PROPERTY TAX ADJ CAP IMP						
	Moved to separate capital improvement millage fund. See FIRE SPECIAL MILLAGE CAPITAL FUND 217						
432.000	IN LIEU OF TAXES - CLARK TOWERS					6,200	6,200
	Revenues from PILOT for Clark East Towers						
476.491	FIRE PROTECT PERMT					750	750
	Fees charged for inspection of permit required Fire Protection Systems request \$750 for FY 2023.						
528.000	OTHER FEDERAL GRANTS						
	This line is for federal grant funds received in 2020 and 2021 for First Responder Hazard Pay Premiums Program (FRHPPP) and Public Safety and Public Health Reimbursement Program (PSPHPR) - Federal Coronavirus Relief Funds. No additional funds anticipated for 2023						
607.011	FIRE PLAN REVIEW - CHG FOR SERVICES					1,000	1,000
	Fees charged for plan reviews request \$1000 for FY 2023.						
607.012	ADDRESS ASSIGN - CHG FOR SERVICES					200	200
	Fees charged for an address assignment for a residence or business request \$200 for FY 2023.						
607.270	LIQUOR INSPECT - CHG FOR SERVICES					1,000	1,000
	Fees charged for business liquor license inspections request \$1000 for FY 2023.						
665.000	INTEREST EARNED						

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Dept 000							
	Interest earned on cash accounts.					7,000	7,000
674.000	CONTRIBUTIONS & DONATIONS Contributions and donations.						
676.012	INSURANCE REIMBURSEMENTS Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.						
683.000	OTHER INCOME-MISCELLANEOUS Revenue received from miscellaneous fees. We do not budget for this since it is unpredictable.						
699.101	TRANSFER IN: FROM GENERAL FUND Not budgeted for 2023. One time use in 2022 for employee appreciation.						
	DEPT '000' TOTAL					4,808,882	4,808,882

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Dept 269 - CIVIL SERVICE COMMISSION							
APPROPRIATIONS							
206-269-704.000 *	APPOINTED OFFICIALS	735	2,500	2,500	930	2,500	2,500
206-269-706.000 *	SALARY - PERMANENT WAGES		400	400		400	400
206-269-715.000 *	F.I.C.A./MEDICARE	28	42	42	38	42	42
206-269-718.000 *	MERS RETIREMENT	51			98		
206-269-718.002 *	DEFERRED COMPENSATION	6	38	38	7	38	38
206-269-801.000 *	PROFESSIONAL SERVICES	2,135	10,000	10,000	7,440	10,000	10,000
206-269-900.000 *	PUBLISHING		1,500	1,500		1,500	1,500
TOTAL APPROPRIATIONS		2,955	14,480	14,480	8,513	14,480	14,480
NET OF REVENUES/APPROPRIATIONS - 269 - CIVIL SERVICE		(2,955)	(14,480)	(14,480)	(8,513)	(14,480)	(14,480)

* NOTES TO BUDGET: DEPARTMENT 269 CIVIL SERVICE COMMISSION

704.000	APPOINTED OFFICIALS					2,500	2,500
	Salaries of Civil Service Commission appointed officials						
706.000	SALARY - PERMANENT WAGES					400	400
	Salary of secretary to the Commission						
715.000	F.I.C.A./MEDICARE					42	42
	Social Security and Medicare taxes provided by the Accounting Director.						
718.000	MERS RETIREMENT						
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased 8%						
718.002	DEFERRED COMPENSATION					38	38
	Figures provided by Accounting Director based on 1.30% of payroll.						
801.000	PROFESSIONAL SERVICES					10,000	10,000
	This line is used for testing and legal service related to the Civil Service request \$10,000 for FY 2023 for conducting a Fire Chief and promotional testing that independent service provides.						
900.000	PUBLISHING					1,500	1,500
	Cost to publish notifications.						
	DEPT '269' TOTAL					14,480	14,480

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Dept 336 - FIRE							
APPROPRIATIONS							
206-336-705.000 *	SALARY - SUPERVISION	91,034	95,917	96,917	62,840	109,779	109,779
206-336-705.002 *	SALARIES OFFICERS	543,912	557,731	564,731	351,437	569,014	569,014
206-336-706.000 *	SALARY - PERMANENT WAGES	1,169,084	1,240,855	1,256,855	707,141	1,198,369	1,198,369
206-336-706.011 *	PERMANENT WAGES- FIRE CLERICA	36,123	53,705	56,161	37,872	56,816	56,816
206-336-706.100	NEGOTIATED CONTRACT ADJUSTMENT	962					
206-336-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	49,425	57,556	57,556	39,028	33,891	33,891
206-336-708.005 *	SALARIES PAY OUT OF RETIREES	7,020	21,867	21,867	29,354	18,955	18,955
206-336-708.007 *	FIRE COMP TIME PAYOUT	23,012	132,006	132,006	21,937	119,221	119,221
206-336-708.008 *	RETIREE TIME PAYOUTS	30,113	160,058	160,058	141,226	74,853	74,853
206-336-708.010 *	HEALTH INS BUYOUT	9,000	9,000	9,000	3,000	6,000	6,000
206-336-708.200 *	FF CLOTHING ALLOWANCE	12,623	16,600	16,600	1,209	15,800	15,800
206-336-708.206 *	FF FOOD ALLOWANCE	25,251	25,350	25,350	2,062	23,500	23,500
206-336-709.000 *	REG OVERTIME	132,693	92,250	142,250	134,010	92,250	92,250
206-336-709.001 *	HOLIDAY OVERTIME	44,252	21,500	21,500	26,990	35,000	35,000
206-336-709.002 *	SALARY - CONTRACTUAL OVERTIME	136,222	144,123	144,123	83,906	151,896	151,896
206-336-715.000 *	F.I.C.A./MEDICARE	174,806	217,789	219,813	124,456	208,929	208,929
206-336-717.000 *	SALARIES HOLIDAY PAY	77,554	86,382	86,382	51,904	84,163	84,163
206-336-718.000 *	MERS RETIREMENT	22,924	29,634	29,634	21,516	32,101	32,101
206-336-718.001 *	RETIREMENT HEALTH CARE SAVINGS	50,400	63,960	63,960	38,745	79,950	79,950
206-336-718.003 *	OPEB - RETIREMENT HEALTH		17,726	17,726	17,726	8,333	7,700
206-336-719.000 *	HEALTH INSURANCE	494,604	467,436	467,436	332,460	674,279	606,683
206-336-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(32,925)	(34,200)	(34,200)		(40,800)	(40,800)
206-336-719.005 *	HOSPITAL PHYSICALS	12,269	15,000	15,000		17,000	17,000
206-336-719.010 *	HEALTH CARE TAX	214	200	200	25	200	200
206-336-719.015 *	DENTAL BENEFITS	25,610	26,926	26,926	18,515	30,316	30,837
206-336-719.016 *	VISION BENEFITS	6,385	5,507	5,507	3,692	6,085	6,085
206-336-719.020 *	HEALTH CARE DEDUCTION	82,176	130,235	130,235	62,457	150,924	150,924
206-336-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	2,186	2,000	2,000	1,595	2,240	2,240
206-336-719.022 *	DISABILITY INSURANCE	279	291	291		291	291
206-336-719.023 *	LIFE INSURANCE	12,823	14,742	14,742	9,296	15,271	15,271
206-336-719.030 *	WORKERS COMPENSATION	58,747	75,744	75,744	36,302	100,763	100,763
206-336-727.000 *	OFFICE SUPPLIES	1,496	2,000	2,000	73	3,000	3,000
206-336-727.300 *	COVID-19 SUPPLIES & EQUIP	45,798	30,000	30,000	21,897	30,000	30,000
206-336-730.000 *	POSTAGE	332	500	500	28	500	500
206-336-741.000 *	UNIFORMS - LAUNDRY & CLEANING	15,989	17,000	17,000	10,548	19,000	19,000
206-336-741.001 *	UNIFORMS-NEW AND BADGES	8,306	10,500	10,500	4,892	12,000	12,000
206-336-741.100 *	FIRE PROTECTIVE GEAR	4,617	10,000	10,000	533	30,000	30,000
206-336-741.200 *	FIRE/RESCUE GEN OP EQUIP	6,525	10,000	10,000	7,355	10,000	10,000
206-336-742.000 *	FIRE PREVENTION MATERIALS	1,951	3,500	3,500	1,330	3,500	3,500
206-336-757.000 *	OPERATING SUPPLIES	11,346	14,000	14,000	9,236	14,000	14,000
206-336-757.004 *	MEDICAL SUPPLIES	10,994	10,000	10,000	9,153	12,000	12,000
206-336-757.005 *	FIRE INVESTIGATION	1,636	2,000	2,000		2,000	2,000
206-336-757.006 *	OPERATING SUPPLIES/TOOLS	355	500	500		500	500
206-336-800.001 *	ADMINSTRATION FEES	82,125	83,289	83,289	55,526	87,140	87,140
206-336-801.000 *	PROFESSIONAL SERVICES		110,000	60,000		50,000	50,000
206-336-857.000 *	COMMUNICATIONS	7,853	8,000	8,000	2,561	8,000	8,000
206-336-857.001 *	COMMUNICATIONS - DISPATCH	83,161	89,000	89,000	52,082	104,550	104,550
206-336-867.000 *	GAS & OIL	33,621	34,500	34,500	28,132	50,000	50,000
206-336-900.000 *	PUBLISHING		1,000	1,000		500	500
206-336-920.004 *	UTILITIES HEAT	8,176	15,000	15,000	9,795	20,000	20,000
206-336-920.005 *	UTILITIES LIGHT	24,845	24,000	24,000	16,045	26,000	26,000
206-336-920.006 *	UTILITIES TELEPHONE	23,345	22,000	22,000	16,994	24,000	24,000
206-336-920.007 *	UTILITIES WATER AND SEWER	5,440	4,500	4,500	2,534	4,500	4,500

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Dept 336 - FIRE APPROPRIATIONS							
206-336-931.005 *	BLDG MAINTENANCE STATION #1	9,974	9,000	9,000	8,343	10,000	10,000
206-336-931.007 *	BLDG MAINTENANCE STATION #3	6,129	4,000	4,000	2,275	4,500	4,500
206-336-931.008 *	BLDG MAINTENANCE STATION #4	3,350	4,000	4,000	2,533	4,500	4,500
206-336-933.000 *	EQUIPMENT MAINTENANCE	1,830	3,000	3,000	420	3,000	3,000
206-336-933.001 *	MAINTENANCE CONTRACTS	9,600	10,000	10,000	72	10,000	10,000
206-336-935.001 *	AUTO & TRUCK MAIN STATION #1	60,763	60,000	60,000	52,799	75,000	75,000
206-336-935.003 *	AUTO & TRUCK MAIN STATION #3	12,543	20,000	20,000	10,829	20,000	20,000
206-336-935.004 *	AUTO & TRUCK MAIN STATION #4	20,300	20,000	20,000	19,216	20,000	20,000
206-336-939.040 *	FIRE HYDRANT CHARGE	2,480	3,000	3,000		3,000	3,000
206-336-943.000 *	MOTORPOOL INTERNAL	59,522	59,522	59,522	39,681	59,522	59,522
206-336-955.001 *	INSURANCE & BONDS FLEET	38,592	40,491	40,491	26,292	41,537	41,537
206-336-956.000 *	MISCELLANEOUS	74	500	500	450	500	500
206-336-956.010 *	TAX REFUND EXPENSE		500	500		500	500
206-336-958.000 *	MEMBERSHIP AND DUES	3,065	5,000	5,000	245	5,000	5,000
206-336-960.000 *	EDUCATION AND TRAINING	13,662	15,000	15,000	8,102	30,000	30,000
TOTAL APPROPRIATIONS		3,918,573	4,503,192	4,531,672	2,780,672	4,673,638	4,605,930
NET OF REVENUES/APPROPRIATIONS - 336 - FIRE		(3,918,573)	(4,503,192)	(4,531,672)	(2,780,672)	(4,673,638)	(4,605,930)

* NOTES TO BUDGET: DEPARTMENT 336 FIRE

705.000	SALARY - SUPERVISION					109,779	109,779
	The Fire Chief was given a Board approved per pay increase of \$500 beginning June 2022. This increase along with the 3% increase for 2023, which is the same as Fire union contract. Total \$109,779.						
705.002	SALARIES OFFICERS					569,014	569,014
	Salaries of the Fire Marshal, 3 Captains, & 3 Lieutenants. Increase of 3% per contract						
706.000	SALARY - PERMANENT WAGES					1,198,369	1,198,369
	Salaries of 19 career firefighters. Increase of 3% per contract.						
706.011	PERMANENT WAGES- FIRE CLERICA					56,816	56,816
	Salary of TPOAM clerical staff. Current assumption of 3% increase in budgeted for 2023.						
708.004	SALARIES PAY OUT-PTO&SICKTIME					33,891	33,891
	Cost for payouts of PTO or sick time to firefighters who have over 2400 hours at 75%.						
708.005	SALARIES PAY OUT OF RETIREES					18,955	18,955
	Payouts to employees who are eligible for the Deferred Retirement Option Plan (DROP). Employees hired before 1/1/2014 may elect to freeze their retirement benefit in the traditional defined benefit plan and enter into the DROP upon attainment of regular service retirement eligibility of 25 years of credited service.						

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Dept 336 - FIRE							
708.007	FIRE COMP TIME PAYOUT					119,221	119,221
	Cost of banked comp time to firefighters can be paid out twice a year. The max hours to hold is 480 and this comp time is in lieu of overtime paid out at 100%.						
708.008	RETIREE TIME PAYOUTS					74,853	74,853
	Cost of payout of retiree or long term leave to firefighters.						
708.010	HEALTH INS BUYOUT					6,000	6,000
	Health insurance buyout for employees who receive health insurance through another source.						
708.200	FF CLOTHING ALLOWANCE					15,800	15,800
	Annual clothing allowance for employees per union agreement. Provided by Human Resource.						
708.206	FF FOOD ALLOWANCE					23,500	23,500
	Annual cost of employee meals per union agreement. Provided by Human Resouce.						
709.000	REG OVERTIME					92,250	92,250
	Regular overtime costs for firefighters per union agreement. Provided by Human Resource. Request \$92,250 for FY-2023.						
709.001	HOLIDAY OVERTIME					35,000	35,000
	Holiday overtime costs for employees per union agreement. Provided by Human Resource. Request \$35,000 an increase of 60% for FY-2023.						
709.002	SALARY - CONTRACTUAL OVERTIME					151,896	151,896
	Contractual Fair Labor Standards Act (FLSA overtime to firefighters. Provided by Human Resource.						
715.000	F.I.C.A./MEDICARE					208,929	208,929
	Social Security and Medicare taxes provided by the Accounting Director.						
717.000	SALARIES HOLIDAY PAY					84,163	84,163
	Annual cost of holiday pay for firefighters. Provided by Human Resource						
718.000	MERS RETIREMENT						

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Dept 336 - FIRE						32,101	32,101
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased 8%. This is for the one (1) clerical position.						
718.001	RETIREMENT HEALTH CARE SAVINGS					79,950	79,950
	Amount placed into a health care savings account for future use in health care expense for employees hired after 1/1/2014. An annual increase of \$650 per firefighter per contract.						
718.003	OPEB - RETIREMENT HEALTH					8,333	7,700
	This is for TPOAM clerical staff. Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. Overall OPEB assumption decreased 60% from \$496,331 to \$200,000						
719.000	HEALTH INSURANCE					674,279	606,683
	A increase of 7.97%. Provided by HR						
719.003	EMPLOYEE PAID HEALTH CONTRA					(40,800)	(40,800)
	Amount employees pay toward their health care coverage.						
719.005	HOSPITAL PHYSICALS					17,000	17,000
	Annual cost for employees respiratory testing and physicals.						
719.010	HEALTH CARE TAX					200	200
	Fees charged by health care providers for admin cost above the per employee per month cost and any federal taxes not included in the premium.						
719.015	DENTAL BENEFITS					30,316	30,837
	Increase 1.72% for 2023. Provided by HR						
719.016	VISION BENEFITS					6,085	6,085
	No change for 2023. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION					150,924	150,924
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE						

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Dept 336 - FIRE							
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.					2,240	2,240
719.022	DISABILITY INSURANCE					291	291
	No change for 2023. Numbers provided by HR						
719.023	LIFE INSURANCE					15,271	15,271
	No change for 2023. Active firefighters \$7,900 and Retired firefighters \$7,371. Numbers provided by HR						
719.030	WORKERS COMPENSATION					100,763	100,763
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2023 workers comp estimate of \$166,276. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director.						
727.000	OFFICE SUPPLIES					3,000	3,000
	Cost of office supplies for the department. Request \$3000 an increase of 50% for FY-2023.						
727.300	COVID-19 SUPPLIES & EQUIP					30,000	30,000
	Cost of supplies, equipment, and logistics to support safety measures for staff. Request \$30,000 for FY-2023.						
730.000	POSTAGE					500	500
	Cost of postage for the department. Request \$500 for FY-2023.						
741.000	UNIFORMS - LAUNDRY & CLEANING					19,000	19,000
	Cost of cleaning of employee uniforms, bedding, sheets and towels. Request \$17,000 an increase of 13% for FY-2023.						
741.001	UNIFORMS-NEW AND BADGES					12,000	12,000
	Annual cost for purchasing dress uniforms, hats, badges, and accessories for employees. Request \$12,000 an increase of 20% for new hires in FY-2023.						
741.100	FIRE PROTECTIVE GEAR					30,000	30,000
	Cost for purchasing firefighting protective equipment and gear. Request \$30,000 an increase of 200% - PPE for new hires in FY-2023.						
741.200	FIRE/RESCUE GEN OP EQUIP					10,000	10,000

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Dept 336 - FIRE	Cost of capital improvements made for confined rescue equipment. Request \$10,000 for FY-2023.						
742.000	FIRE PREVENTION MATERIALS					3,500	3,500
	Cost of fire prevention/demonstration materials. Request \$3,000 for FY-2023.						
757.000	OPERATING SUPPLIES					14,000	14,000
	Cost of departmental supplies. Request \$16,000 an increase of 15% for FY-2023.						
757.004	MEDICAL SUPPLIES					12,000	12,000
	Cost to replenish EMS supplies on fire vehicles. Request \$12,000 an increase of %20 for FY-2023.						
757.005	FIRE INVESTIGATION					2,000	2,000
	Cost of fire investigative manuals, equipment, supplies, smoke alarms and drone surveillance unit for investigative and research purposes. Request \$2,000 for FY-2023.						
757.006	OPERATING SUPPLIES/TOOLS					500	500
	Cost of supplies and batteries necessary for firefighting equipment. Request \$1,000 an increase of 50% for FY-2023.						
800.001	ADMINSTRATION FEES					87,140	87,140
	Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. Provided by the Account Director.						
801.000	PROFESSIONAL SERVICES					50,000	50,000
	Cost of legal, professional and administrative services provided to the Departmen budgeted at \$15,000. An additional \$35,000 is added for contract negotiations with IAFF Local 1830 in FY-2023.						
857.000	COMMUNICATIONS					8,000	8,000
	Cost of maintenance and service of department radios (portable, mobile). Request \$8,000 for FY-2023.						
857.001	COMMUNICATIONS - DISPATCH					104,550	104,550
	Cost of dispatching services contracted with Emergent Health (HVA). Request \$104,550 an increase of 17% due to increased calls for FY-2023.						
867.000	GAS & OIL						

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Dept 336 - FIRE							
	Gas and oil for department vehicles. Increase due to price increases. Request \$50,000 an increases of 45% due to increased fuel cost for FY-2023.					50,000	50,000
900.000	PUBLISHING					500	500
	Cost of electronic and print publications for postings. Request \$500 a decrease of 50% for FY-2023.						
920.004	UTILITIES HEAT					20,000	20,000
	Heating of all department stations/facilities. Request \$20,000 an increase of 33% anticipating increased heating costs for FY-2023.						
920.005	UTILITIES LIGHT					26,000	26,000
	Electricity for department stations/facilities. Request \$26,000 for FY-2023.						
920.006	UTILITIES TELEPHONE					24,000	24,000
	Telephone/internet service to department facilities. Request \$24,000 an increase of 9% anticipating increased phone costs for FY-2023.						
920.007	UTILITIES WATER AND SEWER					4,500	4,500
	Water/sewer services to department facilities. Request \$4,500 for FY-2023.						
931.005	BLDG MAINTENANCE STATION #1					10,000	10,000
	Cost of building maintenance and repairs for Station #1. Request \$10,000 an increase of 10% for FY-2023.						
931.007	BLDG MAINTENANCE STATION #3					4,500	4,500
	Cost of building maintenance and repairs for Station #3. Request \$4,500 an increase of 11% for FY-2023.						
931.008	BLDG MAINTENANCE STATION #4					4,500	4,500
	Cost of building maintenance and repairs for Station #4. Request \$4,500 an increase of 11% for FY-2023.						
933.000	EQUIPMENT MAINTENANCE					3,000	3,000
	Maintenance/testing costs for SCBA, JAWS & fire extinguishers. Request \$3,000 for FY-2023.						
933.001	MAINTENANCE CONTRACTS					10,000	10,000
	Maintenance contracts for copiers, sirens, generators, etc. Request \$10,000 for FY-2023.						

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Dept 336 - FIRE 935.001	AUTO & TRUCK MAIN STATION #1					75,000	75,000
	Maintenance and repairs of autos and trucks at Station #1/Ford Blvd. Request \$75,000 an increase of 25% for increased fleet repair costs in FY-2023.						
935.003	AUTO & TRUCK MAIN STATION #3					20,000	20,000
	Maintenance and repairs of autos and trucks at Station #3/Hewitt St. Request \$20,000 for FY-2023.						
935.004	AUTO & TRUCK MAIN STATION #4					20,000	20,000
	Maintenance and repairs of autos and trucks at Station #4/Textile Rd. Request \$20,000 for FY-2023.						
939.040	FIRE HYDRANT CHARGE					3,000	3,000
	YCUA charges for hydrant maintenance (\$1 X 2700 hydrants). Request \$3,000 for FY-2023.						
943.000	MOTORPOOL INTERNAL					59,522	59,522
	Debt payment to Motor Pool for fire/rescue engine purchase in 2015. Total purchase of fire truck \$595,220 to Motor Pool over a ten year period starting 2016 with an annual payment of \$59,522 for nine years and the final payment of \$59,492 in 2025. The balance as of 12/31/2023 will be \$119,014.						
955.001	INSURANCE & BONDS FLEET					41,537	41,537
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
956.000	MISCELLANEOUS					500	500
	Miscellaneous items.						
956.010	TAX REFUND EXPENSE					500	500
	Taxed refund expense for heathcare that is sometimes billed separately.						
958.000	MEMBERSHIP AND DUES					5,000	5,000
	Firefighter membership fees and dues (IAFC, IAAI, NFPA, MFIS, etc.).Request \$5,000 for FY-2023.						
960.000	EDUCATION AND TRAINING					30,000	30,000
	Education and training of department personnel. Request \$30,000 an increase of 50% for specialized vehicle fire training (CNG, ION), vehicle extrication training, IAAI & FDIC seminars, Officer development training, and EMS in-house continuous education program for FY-2023.						

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Dept 336 - FIRE							
	DEPT '336' TOTAL					4,673,638	4,605,930

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Dept 901 - CAPITAL OUTLAY								
APPROPRIATIONS								
206-901-971.008 *	CAPTL OUTLAY -IMPROVEMENT					74,000	74,000	
206-901-980.001 *	COMPUTER/COMM/FURNISHING					30,000	30,000	
	TOTAL APPROPRIATIONS					104,000	104,000	
NET OF REVENUES/APPROPRIATIONS - 901 - CAPITAL OUTLAY						(104,000)	(104,000)	
* NOTES TO BUDGET: DEPARTMENT 901 CAPITAL OUTLAY								
971.008	CAPTL OUTLAY -IMPROVEMENT					74,000	74,000	
	Kitchen remodeling at Station #4: Cabinets, countertops, flooring, appliances - \$40,000. Lighted front sign w/electric conduit at Station #3 - \$10,000, Two (2) zero turn replacement movers - \$16,000, upgrade electric at Fire HQ - \$8,000.							
980.001	COMPUTER/COMM/FURNISHING					30,000	30,000	
	New printer and copier - \$10,000. Computer software upgrade - \$20,000.							
	DEPT '901' TOTAL					104,000	104,000	
ESTIMATED REVENUES - FUND 206		4,488,522	4,596,565	4,625,045	4,672,773	4,808,882	4,808,882	
APPROPRIATIONS - FUND 206		3,921,528	4,517,672	4,546,152	2,789,185	4,792,118	4,724,410	
NET OF REVENUES/APPROPRIATIONS - FUND 206		566,994	78,893	78,893	1,883,588	16,764	84,472	

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Dept 000							
ESTIMATED REVENUES							
216-000-403.001 *	CURRENT TAXES FIRE PENSION	1,881,074	1,608,716	1,617,688	1,618,154	1,254,314	1,254,314
216-000-404.000 *	ESA REIMBURSEMENT PEN	8,716	8,800	8,800	8,334	6,000	6,000
216-000-412.005	DELQUENT PERS PROP-FIRE PENSI	4,968					
216-000-414.001	CUR PROPERTY TAX ADJ PEN	8,481			(1,269)		
216-000-665.000 *	INTEREST EARNED	45			3,425	3,000	3,000
TOTAL ESTIMATED REVENUES		1,903,284	1,617,516	1,626,488	1,628,644	1,263,314	1,263,314
NET OF REVENUES/APPROPRIATIONS - 000 -		1,903,284	1,617,516	1,626,488	1,628,644	1,263,314	1,263,314

* NOTES TO BUDGET: DEPARTMENT 000

403.001	CURRENT TAXES FIRE PENSION					1,254,314	1,254,314	
	This levy is for the Fire retiree pension and health care. The millage levy decreased from prior year by .2900 to .8100 for 2023. The millage is calculated based on the annual required contribution (ARC) amount suggested by the actuary for both the pension and the OPEB (Other Post-Employment Benefits) health care. There was a reduction in the ACR for both the pension and OPEB for 2023.							
404.000	ESA REIMBURSEMENT PEN					6,000	6,000	
	State calculated reimbursement for personal property loss due to small business exemptions.							
665.000	INTEREST EARNED					3,000	3,000	
	Interest earned on cash funds.							
	DEPT '000' TOTAL					1,263,314	1,263,314	

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Dept 336 - FIRE							
APPROPRIATIONS							
216-336-876.003 *	OPEB FUNDING- RETIREE HEALTH	700,000	642,476	642,476	642,476	366,182	366,182
216-336-876.004 *	RETIREMENT-FIRE DEPT	1,191,035	975,040	984,012	984,011	876,661	876,661
	TOTAL APPROPRIATIONS	1,891,035	1,617,516	1,626,488	1,626,487	1,242,843	1,242,843
NET OF REVENUES/APPROPRIATIONS - 336 - FIRE		(1,891,035)	(1,617,516)	(1,626,488)	(1,626,487)	(1,242,843)	(1,242,843)
* NOTES TO BUDGET: DEPARTMENT 336 FIRE							
876.003	OPEB FUNDING- RETIREE HEALTH					366,182	366,182
	This is for retiree OPEB (Other Post-Employment Benefits) health care obligations. The actuarially determined contribution (ADC) decreased from \$642,476 in 2022 to \$366,182 for 2023. The OPEB fund is closed to hires as of 1/1/2014. The most current actuarial report for 2021 shows the funded percentage increased from 67.7% to 85.1% and the unfunded liability decreased from \$4,080,058 to \$1,649,365.						
876.004	RETIREMENT-FIRE DEPT					876,661	876,661
	This is for retiree pension. The actuarially determined contribution (ADC) decreased from \$984,011 to \$876,661 for 2023. The most current actuarial report for 2021 shows the funded percentage increased from 79.59% to 83.57% and the unfunded liability decreased from \$7,633,806 to \$6,162,126.						
	DEPT '336' TOTAL					1,242,843	1,242,843
ESTIMATED REVENUES - FUND 216		1,903,284	1,617,516	1,626,488	1,628,644	1,263,314	1,263,314
APPROPRIATIONS - FUND 216		1,891,035	1,617,516	1,626,488	1,626,487	1,242,843	1,242,843
NET OF REVENUES/APPROPRIATIONS - FUND 216		12,249			2,157	20,471	20,471

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Dept 000							
ESTIMATED REVENUES							
217-000-403.002 *	CURRENT TAXES CAPITAL IMPROVEMENT	697,646	713,831	713,831	717,623	746,084	746,084
217-000-404.002 *	ESA REIMBURSEMENT CAPITAL IMPROVE	2,254	2,250	2,250	2,254	2,000	2,000
217-000-412.006	DELQUENT PPT-FIRE CAPITAL	1,718					
217-000-414.011	CUR PROPERTY TAX ADJ CAP IMP	2,893			(533)		
217-000-665.000 *	INTEREST EARNED	55			6,915	3,000	3,000
217-000-699.999 *	APPROPRIATED PRIOR YEAR BAL		43,919	147,919		1,378,456	1,378,456
	TOTAL ESTIMATED REVENUES	704,566	760,000	864,000	726,259	2,129,540	2,129,540
NET OF REVENUES/APPROPRIATIONS - 000 -		704,566	760,000	864,000	726,259	2,129,540	2,129,540
* NOTES TO BUDGET: DEPARTMENT 000							
403.002	CURRENT TAXES CAPITAL IMPROVEMENT					746,084	746,084
	Fire Capital Revenue based on millage levy of .4818. The projected revenue is based on taxable value (TV) minus adjustments and renaissance zone TV. Current projected TV is 1,548,535,588 and prior year was 1,471,873,553, a 5.2% increase in the TV.						
404.002	ESA REIMBURSEMENT CAPITAL IMPROVE					2,000	2,000
	State calculated reimbursement for personal property loss due to small business exemptions.						
665.000	INTEREST EARNED					3,000	3,000
	Estimated interest earned on funds.						
699.999	APPROPRIATED PRIOR YEAR BAL					1,378,456	1,378,456
	This is the amount of funds needed from fund balance.						
	DEPT '000' TOTAL					2,129,540	2,129,540

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Dept 901 - CAPITAL OUTLAY								
APPROPRIATIONS								
217-901-971.008	CAPTL OUTLAY -IMPROVEMENT	14,434	80,000	52,974	4,650			
217-901-976.005 *	CAPITAL OUTLAY FIRE STATION		130,000	261,026	27,026	231,000	231,000	
217-901-979.000 *	CAPITAL OUTLAY FIRE APPARATUS	44,734	550,000	550,000		1,898,540	1,898,540	
217-901-980.001	COMPUTER/COMM/FURNISHING	15,501						
	TOTAL APPROPRIATIONS	74,669	760,000	864,000	31,676	2,129,540	2,129,540	
NET OF REVENUES/APPROPRIATIONS - 901 - CAPITAL OUTLAY		(74,669)	(760,000)	(864,000)	(31,676)	(2,129,540)	(2,129,540)	
* NOTES TO BUDGET: DEPARTMENT 901 CAPITAL OUTLAY								
976.005	CAPITAL OUTLAY FIRE STATION					231,000	231,000	
	This is for the Parking lot at Hewitt Station approved in July 2022. Project will not begin until spring of 2023. Doan Construction was awarded the project at \$202,000 and OHM the construction engineering at \$29,000. Total project \$231,000. The budget for \$231,000 in 2022 will not be used for the parking lot in 2022 and will be part of the year end fund balance increase.							
979.000	CAPITAL OUTLAY FIRE APPARATUS					1,898,540	1,898,540	
	Purchase of two (2) fire truck approved at the July 16, 2022 Board meeting. Trucks will be ordered and delivery date is set for August of 2023. Payment for the trucks will be completed in 2023 for \$1,898,540. The Board approval was for \$698,540 to be paid from the Fire Fund 206. This will now all be budgeted in the Fire Special Millage Capital Fund 217 as there will be a fund balance at the end of 2022 to cover the purchase. The budget for \$550,000 in 2022 will not be used for the fire truck in 2022 and will be part of the year end fund balance increase.							
	DEPT '901' TOTAL					2,129,540	2,129,540	
ESTIMATED REVENUES - FUND 217		704,566	760,000	864,000	726,259	2,129,540	2,129,540	
APPROPRIATIONS - FUND 217		74,669	760,000	864,000	31,676	2,129,540	2,129,540	
NET OF REVENUES/APPROPRIATIONS - FUND 217		629,897			694,583			

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Dept 000							
ESTIMATED REVENUES							
213-000-403.000 *	CURRENT PROPERTY TAXES	1,392,978	1,471,097	1,471,097	1,481,263	1,537,696	1,537,696
213-000-404.001 *	ESA REIMBURSEMENT OP	4,493	4,400	4,400	11,064	4,000	4,000
213-000-412.000	DELINQUENT PERS PROPERTY TAX	3,710					
213-000-414.000	CUR PROPERTY TAX ADJUSTMENTS	5,662			(1,087)		
213-000-522.001 *	COMMUNITY DEV BLOCK GRANT	152,200					
213-000-566.000	MI STATE GRANT - REC&PARKS	2,500					
213-000-569.023	STATE GRANT - DNR	195,851					
213-000-581.000	COUNTY GRANT			2,760	2,760		
213-000-581.004 *	CNTY GRANT - CONNECT HURON #1		150,000	150,000			
213-000-607.015 *	BICYCLE PATH FEE	17,927	10,000	10,000	18,681	10,000	10,000
213-000-665.000 *	INTEREST EARNED	72	200	200	6,845	1,000	1,000
213-000-674.000	CONTRIBUTIONS & DONATIONS	4,500					
213-000-675.025	ART SERAFINSKI SCHOLARSHIP FUND	240					
213-000-699.101 *	TRANSFER IN: FROM GENERAL FUND	315,000	307,500	307,500	307,500	460,000	460,000
213-000-699.999	APPROPRIATED PRIOR YEAR BAL		35,515	798,150			
TOTAL ESTIMATED REVENUES		2,095,133	1,978,712	2,744,107	1,827,026	2,012,696	2,012,696
NET OF REVENUES/APPROPRIATIONS - 000 -		2,095,133	1,978,712	2,744,107	1,827,026	2,012,696	2,012,696

* NOTES TO BUDGET: DEPARTMENT 000

403.000	CURRENT PROPERTY TAXES					1,537,696	1,537,696
BSRII Tax Revenue based on millage levy of .9930. The projected revenue is based on taxable value (TV) minus adjustments and renaissance zone TV. Current projected TV is 1,548,535,588 and prior year was 1,471,873,553 for percentage increase of 5.2% in the TV.							
404.001	ESA REIMBURSEMENT OP					4,000	4,000
State calculated reimbursement for personal property loss due to small business exemptions.							
522.001	COMMUNITY DEV BLOCK GRANT						
Community Center Flooring project complete in 2021. No budget for 2022 or 2023 projects. These grant dollars will be brought back to the Township.							
581.004	CNTY GRANT - CONNECT HURON #1						
This is the expected connecting communities grant from Washtenaw County Parks and Recreation for Phase 1 of Huron Street pathway for 2022. Nothing budgeted for 2023.							
607.015	BICYCLE PATH FEE					10,000	10,000
When building permits are issued, a fee is charged for bicycle paths, based on the property frontage. This line item reflects estimated revenues received for these fees.							
665.000	INTEREST EARNED					1,000	1,000
Interest earned on accounts. Figures provided by the Accounting Director.							

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Dept 000							
699.101	TRANSFER IN: FROM GENERAL FUND					460,000	460,000
	Funds transferred to BSRII Fund #213 to pay for 2023 road improvements. Recommend transferring from the General Fund, \$240,000 from the ACM "In lieu of taxes" revenue and \$220,000 from Rent Lease agreement with YCUA for a total of \$460,000. Planning to request ARPA match funds for 3 years instead of obtaining bonds for roads.						
	DEPT '000' TOTAL					2,012,696	2,012,696

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Dept 446 - HIGHWAYS AND STREETS							
APPROPRIATIONS							
213-446-982.000 *	HIGHWAY & ST-ROAD CONSTRUCTION					760,000	760,000
213-446-982.006 *	HIGHWAYS & STREETS & SIDEWALK					50,000	50,000
	TOTAL APPROPRIATIONS					810,000	810,000
NET OF REVENUES/APPROPRIATIONS - 446 - HIGHWAYS AND STREETS						(810,000)	(810,000)

* NOTES TO BUDGET: DEPARTMENT 446 HIGHWAYS AND STREETS

982.000	HIGHWAY & ST-ROAD CONSTRUCTION					760,000	760,000
	Department #446 is a new department in accordance with the State Chart of Accounts. This is for Washtenaw County road projects annual agreements to be brought before the Board for approval. General Fund will contribute \$460,000 in funds and BSRII will contribute \$300,000. This is in lieu of obtaining new bond debt.						
982.006	HIGHWAYS & STREETS & SIDEWALK					50,000	50,000
	Department #446 is a new department in accordance with the State Chart of Accounts. This is for dust control, street sweeping, limestone lift on Township roads and sidewalk replacement. Moved from 213-753-982.006						
	DEPT '446' TOTAL					810,000	810,000

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Dept 753 - BIKE, SIDEWALK, ROAD, REC & GF							
APPROPRIATIONS							
213-753-757.775 *	OPERATING SUPP: FORD LAKE PAR	1,927	2,300	2,300	2,104	2,300	2,300
213-753-801.000 *	PROFESSIONAL SERVICES	19,511	20,000	34,000	3,620	50,000	50,000
213-753-931.004 *	REPAIRS & MAINTENANCE - PARKS	18,572	20,000	20,000	15,530	20,000	20,000
213-753-931.775 *	REPAIRS - FORD LAKE PARKS	17,325	20,000	20,000	17,497	20,000	20,000
213-753-977.000 *	EQUIPMENT		89,372	89,372	10,347	89,372	89,372
213-753-982.006 *	HIGHWAYS & STREETS & SIDEWALK	51,417	50,000	50,000	8,389		
213-753-995.230 *	TRANSFER TO: RECREATION FUND	330,000	367,800	367,800	200,000	410,619	404,884
213-753-995.584 *	CONTRIBUTION TO GOLF COURSE	15,000	208,505	194,505		212,216	203,300
	TOTAL APPROPRIATIONS	453,752	777,977	777,977	257,487	804,507	789,856
NET OF REVENUES/APPROPRIATIONS - 753 - BIKE, SIDEWALK,		(453,752)	(777,977)	(777,977)	(257,487)	(804,507)	(789,856)

* NOTES TO BUDGET: DEPARTMENT 753 BIKE, SIDEWALK, ROAD, REC & GF

757.775	OPERATING SUPP: FORD LAKE PAR					2,300	2,300
	Cost of supplies needed to operate parks (printing of daily & seasonal permits, shirts and ranger uniforms, office supplies, etc.). This was previously budgeted in Fund 230 - Recreation.						
801.000	PROFESSIONAL SERVICES					50,000	50,000
	This line is used for professional service for the parks such as engineering, design, grant assistance and reviews.						
931.004	REPAIRS & MAINTENANCE - PARKS					20,000	20,000
	Repairs and maintenance in non-Ford Lake parks.						
931.775	REPAIRS - FORD LAKE PARKS					20,000	20,000
	Repairs and maintenance in Ford Lake parks. No change from the 2021 original budget						
977.000	EQUIPMENT					89,372	89,372
	This is for the purchase of a Toro groundmaster mower & cart approved at the 11/2/21 Board meeting. The purchase order has been prepared and the mower and cart will be delivered in 2022. Therefore this will be a carryforward as the equipment will not be delivered until 2022.						
982.006	HIGHWAYS & STREETS & SIDEWALK						
	Dust control, street sweeping, limestone lift on Township roads and sidewalk replacement. Moved to department 446 account 213-446-982.006 per State Chart of Accounts.						
995.230	TRANSFER TO: RECREATION FUND					410,619	404,884
	Transfer made to Fund 230 - Recreation for operational expenses.						

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Dept 753 - BIKE, SIDEWALK, ROAD, REC & GF 995.584	CONTRIBUTION TO GOLF COURSE						
	Transfer made to Fund 584 - Golf Course for operational expenses.					212,216	203,300
	DEPT '753' TOTAL					804,507	789,856

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Dept 901 - CAPITAL OUTLAY							
APPROPRIATIONS							
213-901-974.034	CAP OUTLAY/SUGARBROOK PARK	4,696		5,064	1,460		
213-901-975.587 *	LOONFEATHER PARK	367,187		164,798	12,544		
213-901-975.600	CAPITAL LANDSCAPE & TREES	5,875					
213-901-976.008 *	CAPITAL OUTLAY - COMMUNITY CT	150,851					
213-901-986.009 *	CAPITAL - PATHWAY HURON #1	1,785	412,689	789,455	679,291	110,133	110,133
213-901-986.010 *	HURON BRIDGE PATHWAY		173,046	391,563	135,227	243,935	243,935
	TOTAL APPROPRIATIONS	530,394	585,735	1,350,880	828,522	354,068	354,068
NET OF REVENUES/APPROPRIATIONS - 901 - CAPITAL OUTLAY		(530,394)	(585,735)	(1,350,880)	(828,522)	(354,068)	(354,068)

* NOTES TO BUDGET: DEPARTMENT 901 CAPITAL OUTLAY

975.587	LOONFEATHER PARK	<p>BA #1 1-18-22 Request to carryforward and budget for the remaining \$164,798 of the 8/16/21 Board approved Loonfeather Park improvement project. The total project including engineering was \$558,476. An MDNR grant was awarded for \$247,965. This will be funded by an appropriation of prior year fund balance.</p>					
976.008	CAPITAL OUTLAY - COMMUNITY CT	<p>Community Center flooring complete in 2021.</p>					
986.009	CAPITAL - PATHWAY HURON #1					110,133	110,133
		<p>Carryover for the 2022 Huron Street Pathway Phase #1 project, from Joe Hall Drive south to S. Huron River Drive and streetlights estimated at \$110,133</p>					
986.010	HURON BRIDGE PATHWAY					243,935	243,935
		<p>This is estimated carryover for the 2022 Huron Bridge Pathway collaboration with the City of Ypsilanti and streetlights.</p>					
DEPT '901' TOTAL						354,068	354,068

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Dept 906 - DEBT SERVICES							
APPROPRIATIONS							
213-906-991.001 *	DEBT SERVICE HIGHWAYS & STREE	600,000	600,000	600,000	600,000		
213-906-993.000 *	DEBT SRVC INTEREST-HGHWYS/STS	30,250	15,000	15,250	15,250		
	TOTAL APPROPRIATIONS	630,250	615,000	615,250	615,250		
NET OF REVENUES/APPROPRIATIONS - 906 - DEBT SERVICES		(630,250)	(615,000)	(615,250)	(615,250)		
* NOTES TO BUDGET: DEPARTMENT 906 DEBT SERVICES							
991.001	DEBT SERVICE HIGHWAYS & STREE						
	Final principal payment for road bonds was in 2022.						
993.000	DEBT SRVC INTEREST-HGHWYS/STS						
	Final interest payment due for road bonds was 2022						
ESTIMATED REVENUES - FUND 213		2,095,133	1,978,712	2,744,107	1,827,026	2,012,696	2,012,696
APPROPRIATIONS - FUND 213		1,614,396	1,978,712	2,744,107	1,701,259	1,968,575	1,953,924
NET OF REVENUES/APPROPRIATIONS - FUND 213		480,737			125,767	44,121	58,772

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Dept 000							
ESTIMATED REVENUES							
226-000-403.000 *	CURRENT PROPERTY TAXES	2,983,235	3,517,237	3,517,237	3,539,848	3,676,533	3,676,533
226-000-404.001 *	ESA REIMBURSEMENT OP	9,626	9,600	9,600	23,704	9,600	9,600
226-000-412.000 *	DELINQUENT PERS PROPERTY TAX	7,949					
226-000-414.000	CUR PROPERTY TAX ADJUSTMENTS	11,335			(2,523)		
226-000-547.000	ST of MI EGLE GRANT			580,630			
226-000-581.010	WASHTENAW CTY SOLID WASTE GRANT			243,200			
226-000-584.100	RECYCLING PARTNERSHIP GRANT			40,000			
226-000-642.000 *	SALE OF RECYCLING BINS	1,460	1,500	1,500			
226-000-665.000 *	INTEREST EARNED	975	1,000	1,000	9,634	1,000	1,000
226-000-676.012 *	INSURANCE REIMBURSEMENTS	1,255			1,637		
226-000-683.000 *	OTHER INCOME-MISCELLANEOUS	9,000	9,000	9,000	7,676	7,500	7,500
226-000-699.101 *	TRANSFER IN: FROM GENERAL FUND			2,691	2,691		
226-000-699.999	APPROPRIATED PRIOR YEAR BAL			20,024			
	TOTAL ESTIMATED REVENUES	3,024,835	3,538,337	4,424,882	3,582,667	3,694,633	3,694,633
	NET OF REVENUES/APPROPRIATIONS - 000 -	3,024,835	3,538,337	4,424,882	3,582,667	3,694,633	3,694,633

* NOTES TO BUDGET: DEPARTMENT 000

403.000	CURRENT PROPERTY TAXES					3,676,533	3,676,533
	Environmental Tax Revenue based on millage levy of 2.3742. The projected revenue is based on taxable value (TV) minus adjustments and renaissance zone TV. Increase of 5.2%.						
404.001	ESA REIMBURSEMENT OP					9,600	9,600
	Revenue from the reimbursement for ESA (Essential Services Assessment) for personal property due to loss attributed to the small business tax payer exemption and eligible manufacturing personal property. The reimbursement is calculated by the State of Michigan and is received in February.						
412.000	DELINQUENT PERS PROPERTY TAX						
	Delinquent personal property revenue collected by the Treasurer.						
642.000	SALE OF RECYCLING BINS						
	Sales of small recycle bins concluded in 2021						
642.001	SALE OF TRASH PICKUP STICKERS						
	Waste management contract eliminated sale of trash stickers in 2021.						
665.000	INTEREST EARNED					1,000	1,000
	Interest earned on bank accounts. Figures provided by the Accounting Director.						
676.012	INSURANCE REIMBURSEMENTS						
	Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.						

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Dept 000 683.000	OTHER INCOME-MISCELLANEOUS						
	Funds received from Washtenaw County Sheriff's for reimbursement of the Helpful Handbook sent to the residents.					7,500	7,500
699.101	TRANSFER IN: FROM GENERAL FUND						
	Not budgeted for 2023. One time use in 2022 for employee appreciation.						
	DEPT '000' TOTAL					3,694,633	3,694,633

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Dept 528 - ENVIRONMENTAL APPROPRIATIONS							
226-528-705.000 *	SALARY - SUPERVISION	92,974	48,490	48,990	32,155	49,944	49,944
226-528-706.000 *	SALARY - PERMANENT WAGES	98,945	94,634	99,806	65,639	105,386	105,386
226-528-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	11,652					
226-528-708.010 *	HEALTH INS BUYOUT	2,250					
226-528-709.000 *	REG OVERTIME	420	2,000	2,000	108	2,000	2,000
226-528-715.000 *	F.I.C.A./MEDICARE	15,533	11,102	11,536	7,288	12,036	12,036
226-528-718.000 *	MERS RETIREMENT	23,265	5,659	5,810	5,500	6,205	7,144
226-528-718.001 *	RETIREMENT HEALTH CARE SAVINGS	1,945	3,250	3,250	1,464	3,250	3,250
226-528-718.002 *	DEFERRED COMPENSATION		455	455			
226-528-719.000 *	HEALTH INSURANCE	42,412	46,418	46,418	34,813	55,701	50,118
226-528-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(2,850)	(3,300)	(3,300)		(3,300)	(3,300)
226-528-719.015 *	DENTAL BENEFITS	2,442	1,875	1,875	1,451	2,063	1,908
226-528-719.016 *	VISION BENEFITS	648	470	470	364	470	470
226-528-719.020 *	HEALTH CARE DEDUCTION	6,168	11,113	11,113	2,289	12,853	12,853
226-528-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	183	225	225	116	225	225
226-528-719.022 *	DISABILITY INSURANCE	1,054	755	755	545	754	754
226-528-719.023 *	LIFE INSURANCE	680	567	567	432	567	567
226-528-719.030 *	WORKERS COMPENSATION	5,262	7,538	7,538	3,198	4,432	4,432
226-528-727.000 *	OFFICE SUPPLIES	703	1,000	1,000	137	1,000	1,000
226-528-727.008 *	RECYCLE BINS NEW HOMEOWNERS	1,412	1,500	1,500			
226-528-730.000 *	POSTAGE	16,461	25,000	25,000	9,825	25,000	25,000
226-528-741.000 *	BOOT REIMB & UNIFORMS PURCHASE	229	500	500	192	500	500
226-528-757.000 *	OPERATING SUPPLIES		1,300	1,300		1,300	1,300
226-528-760.000 *	PPE & FIRST AID SUPPLIES		250	250		250	250
226-528-776.000 *	MAINTENANCE SUPPLIES		500	500		500	500
226-528-800.001 *	ADMINISTRATION FEES	22,405	21,348	21,348	12,652	20,417	20,417
226-528-804.000 *	CONTRACTUAL/ROLLOFF DISPOSAL	16,834	19,295	19,295	11,369	19,295	19,295
226-528-804.001 *	CONTRACTUAL/RUBBISH PICKUP	1,484,483	1,524,273	1,524,273	885,589	1,585,244	1,585,244
226-528-804.003 *	CONTRACTUAL/YARDWASTE PICKUP	406,751	419,175	419,175	243,750	435,942	435,942
226-528-804.004 *	TWP DISPOSAL FEE	185,449	200,000	200,000	115,515	220,000	220,000
226-528-804.006 *	RECYCLING DISPOSAL	13,845	14,000	14,000	9,103	14,000	14,000
226-528-804.007 *	RECYCLING PICK-UP CURBSIDE	526,671	543,022	543,022	315,065	564,743	564,743
226-528-804.008 *	CURBSIDE RECYCLING DISPOSAL	148,412	214,282	214,282	93,631	222,854	222,854
226-528-818.000 *	CONTRACTUAL SERVICES		40,000	40,000	15,102	40,000	40,000
226-528-818.017 *	SHREDDING - TIRES & PAPER	650	1,500	1,500	650	1,500	1,500
226-528-867.000 *	GAS & OIL	102	500	500	393	500	500
226-528-867.200 *	GAS & OIL - YCUA		500	500		500	500
226-528-867.300 *	FUEL SURCHARGE-CURBSIDE		20,000	20,000			
226-528-876.003 *	OPEB FUNDING- RETIREE HEALTH	19,091					
226-528-900.000 *	PUBLISHING	45,040	35,000	35,000	25,153	40,000	40,000
226-528-933.000 *	EQUIPMENT MAINTENANCE	1,660	3,000	3,000		3,000	3,000
226-528-935.000 *	MOTORPOOL-MISC REPAIR		2,500	2,500		2,500	2,500
226-528-939.000 *	AUTO MAINTENANCE		3,500	3,500	500	3,500	3,500
226-528-943.000 *	MOTORPOOL INTERNAL	6,685	6,685	6,685	4,457	5,257	5,257
226-528-955.001 *	INSURANCE & BONDS FLEET	7,146	7,498	7,498	4,871	7,692	7,692
226-528-956.000 *	MISCELLANEOUS	225	500	500		500	500
226-528-958.000 *	MEMBERSHIP AND DUES		5,000	5,000	375	5,000	5,000
226-528-960.000 *	EDUCATION AND TRAINING	5,599	10,000	10,000	65	10,000	10,000
TOTAL APPROPRIATIONS		3,212,836	3,352,879	3,359,136	1,903,756	3,483,580	3,478,781
NET OF REVENUES/APPROPRIATIONS - 528 - ENVIRONMENTAL		(3,212,836)	(3,352,879)	(3,359,136)	(1,903,756)	(3,483,580)	(3,478,781)

* NOTES TO BUDGET: DEPARTMENT 528 ENVIRONMENTAL

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Dept 528 - ENVIRONMENTAL							
705.000	SALARY - SUPERVISION					49,944	49,944
	Salary for the Residential Services Director to be split 50% in General Fund 101-752-705.000 Residential Services and 50% in the Environmental Services Fund. A 3 % increase was added to non union employees to match the Teamster Union contract for 2023.						
706.000	SALARY - PERMANENT WAGES					105,386	105,386
	Salaries for 75% of two (2) Floater II/ Clerk III positions and 50% of a Mechanic, all AFSCME positions. Current assumption of 3% increase in budgeted for 2023.						
707.000	SALARY - TEMPORARY/SEASONAL						
	No budget for seasonal employees used for chipping services. Service eliminated due to worker injuries.						
708.004	SALARIES PAY OUT-PTO&SICKTIME						
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%.						
708.010	HEALTH INS BUYOUT						
	Health insurance buyout for employees who receive health insurance through another source.						
709.000	REG OVERTIME					2,000	2,000
	Overtime expenses for the department.						
715.000	F.I.C.A./MEDICARE					12,036	12,036
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT					6,205	7,144
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased 8%						
718.001	RETIREMENT HEALTH CARE SAVINGS					3,250	3,250
	Amount placed into a health care savings account for future use in health care expense for employees hired after 1/1/2014. The annual amount per employee per contract is \$1,300						
718.002	DEFERRED COMPENSATION						
	Figures provided by Accounting Director based on 1.30% of payroll.						
718.003	OPEB - RETIREMENT HEALTH						
	No employees with OPEB eligibility						

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Dept 528 - ENVIRONMENTAL							
719.000	HEALTH INSURANCE					55,701	50,118
	A increase of 7.97%. Provided by HR						
719.003	EMPLOYEE PAID HEALTH CONTRA					(3,300)	(3,300)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS					2,063	1,908
	Increase 1.72% for 2023. Provided by HR						
719.016	VISION BENEFITS					470	470
	No change for 2023. Numbers provided by HR						
719.020	HEALTH CARE DEDUCTION					12,853	12,853
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE					225	225
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE					754	754
	No change for 2023. Numbers provided by HR						
719.023	LIFE INSURANCE					567	567
	No change for 2023. Numbers provided by HR						
719.025	UNEMPLOYMENT EXPENSE						
	No unemployment expected for this fund because there are no longer seasonal employees.						
719.030	WORKERS COMPENSATION					4,432	4,432
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2023 workers comp estimate of \$166,276. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director.						
727.000	OFFICE SUPPLIES						

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Dept 528 - ENVIRONMENTAL							
	Office supplies for the department.					1,000	1,000
727.008	RECYCLE BINS NEW HOMEOWNERS Cost to purchase recycling bins. Zerod out due to the sale of recycling bins ended in 2021						
730.000	POSTAGE Used for a portion of the cost of the annual mailing of the Helpful Handbook and magnets. Increase needed for educational mailing and Recreation & Community Guide.					25,000	25,000
741.000	BOOT REIMB & UNIFORMS PURCHASE Cost for uniform purchase and cleaning, as well as boot reimbursement for employees within department.					500	500
757.000	OPERATING SUPPLIES Was used to purchase safety supplies used for chipping.					1,300	1,300
760.000	PPE & FIRST AID SUPPLIES					250	250
776.000	MAINTENANCE SUPPLIES					500	500
800.001	ADMINISTRATION FEES Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. Provided by the Account Director.					20,417	20,417
804.000	CONTRACTUAL/ROLLOFF DISPOSAL Cost of the trash dumpsters at the Civic Center, Ford Lake Park, Golf Course and the Community Center.					19,295	19,295
804.001	CONTRACTUAL/RUBBISH PICKUP Covers the "per resident" fee of \$8.65 for 9 months and \$9.00 for 3 months paid to Waste Management for curbside pickup. 4% increase on fiscal year October 1st to September 30 per contract.					1,585,244	1,585,244
804.003	CONTRACTUAL/YARDWASTE PICKUP					435,942	435,942

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Dept 528 - ENVIRONMENTAL							
	Covers the "per resident" fee of \$2.37 for 9 months and \$2.47 for 3 months paid to Waste Management for yard waste pickup. 4% increase on fiscal year October 1st to September 30 per contract.						
804.004	TWP DISPOSAL FEE					220,000	220,000
	Dumping fees to the Compost Site for the amount that would be charged to anyone for dumping yard waste, wood chips and brush. This represents dumping from Township residents, Waste Management, the chipping crew and park maintenance. Waste Management is included as they would have to pay to dump elsewhere and bill us back. 10% increase is budgeted.						
804.006	RECYCLING DISPOSAL					14,000	14,000
	Cost of hauling recycling containers from Compost Site to Great Lakes.						
804.007	RECYCLING PICK-UP CURBSIDE					564,743	564,743
	Covers the "per resident" fee of \$3.08 for 9 months and \$3.20 for 3 months paid to Waste Management for recycle pickup. 4% increase on fiscal year October 1st to September 30 per contract.						
804.008	CURBSIDE RECYCLING DISPOSAL					222,854	222,854
	Per ton fee paid for (or received from) recycling collected from residential homes. Amount is dependent on the market for recyclables and contamination of recycling materials.						
818.000	CONTRACTUAL SERVICES					40,000	40,000
	Potential cost of emergency repairs for equipment.						
818.017	SHREDDING - TIRES & PAPER					1,500	1,500
	Cost to scrap tires that are dumped throughout the Township.						
867.000	GAS & OIL					500	500
	WEX/Fuelcloud; used for fuel in our equipment.						
867.200	GAS & OIL - YCUA					500	500
	Cost of fuel purchased from YCUA facility for our equipment						
867.300	FUEL SURCHARGE-CURBSIDE						
	Contractual fuel surcharges no longer apply to the current contract with Waste Management						
876.003	OPEB FUNDING- RETIREE HEALTH						
	Moved to 226-528-718.003						

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Dept 528 - ENVIRONMENTAL								
900.000	PUBLISHING					40,000	40,000	
	Printing and mailing of the Helpful Handbook mailed annually to the residents. Increase needed for educational mailing and Recreation & Community Guide. The Washtenaw County Sheriff's reimburse the Township back approximately \$9,000.							
933.000	EQUIPMENT MAINTENANCE					3,000	3,000	
	Cost to repair equipment.							
935.000	MOTORPOOL-MISC REPAIR					2,500	2,500	
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director							
939.000	AUTO MAINTENANCE					3,500	3,500	
	Covers the cost of annual inspections and fees for trucks and chipping vehicles. - reduced 50% due to chippers no longer regularly operating.							
943.000	MOTORPOOL INTERNAL					5,257	5,257	
	Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.							
955.001	INSURANCE & BONDS FLEET					7,692	7,692	
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.							
956.000	MISCELLANEOUS					500	500	
	Miscellaneous expenditures for department.							
958.000	MEMBERSHIP AND DUES					5,000	5,000	
	This is for membership with Washtenaw Regional Resource Management Authority (WRRMA).							
960.000	EDUCATION AND TRAINING					10,000	10,000	
	Education and training related to recycling or trash collection, storm water, etc.							
	DEPT '528' TOTAL						3,483,580	3,478,781

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Dept 901 - CAPITAL OUTLAY							
APPROPRIATIONS							
226-901-978.060	RECYCLE CART PROJECT			880,288			
TOTAL APPROPRIATIONS				880,288			
NET OF REVENUES/APPROPRIATIONS - 901 - CAPITAL OUTLAY				(880,288)			
ESTIMATED REVENUES - FUND 226		3,024,835	3,538,337	4,424,882	3,582,667	3,694,633	3,694,633
APPROPRIATIONS - FUND 226		3,212,836	3,352,879	4,239,424	1,903,756	3,483,580	3,478,781
NET OF REVENUES/APPROPRIATIONS - FUND 226		(188,001)	185,458	185,458	1,678,911	211,053	215,852

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Dept 000							
ESTIMATED REVENUES							
230-000-528.001 *	OTHER FEDERAL GRANT - ADDITIONAL	4,360	16,000	16,000	3,794	8,000	8,000
230-000-630.000 *	RECREATION/ADULT SPORTS	11,451	16,000	16,000	14,026	16,000	16,000
230-000-631.000 *	RECREATION/YOUTH SPORTS	72,456	50,000	50,000	50,415	55,000	55,000
230-000-631.001 *	REC/YOUTH SPORTS CLASSES	1,606	18,000	18,000	23,037	25,000	25,000
230-000-631.002 *	REC/YOUTH ENRICH CLASSES	294	33,000	33,000	15,862	30,000	30,000
230-000-632.000 *	RECREATION/DANCE	18,868	48,000	48,000	10,434	12,515	12,515
230-000-634.000 *	RECREATION/DAY CAMP	845					
230-000-634.001 *	RECREATION/SPECIAL EVENTS		2,000	2,000	150	2,000	2,000
230-000-635.000 *	REC/50 & BEYOND DUES	9,974	11,000	11,000	8,472	11,000	11,000
230-000-635.001 *	REC/50 & BEYOND TRIP FEE	18	4,000	16,500	19,776	22,000	22,000
230-000-636.000 *	RECREATION/ADULT CLASSES	17,942	29,000	29,000	19,538	32,000	32,000
230-000-637.000 *	REC/50 & BEYOND ACTIVITY FEES	618	12,000	12,000	1,137	4,000	4,000
230-000-637.001 *	MISCELLANEOUS	498	200	200	99	200	200
230-000-637.002 *	BUILDING RENTAL FEES	49,110	20,000	20,000	35,593	35,000	35,000
230-000-637.003 *	FIELD RENTAL FEES	278	15,000	15,000	9,980	15,000	15,000
230-000-637.004 *	FORD LAKE GATE FEES	61,268	50,000	50,000	77,469	50,000	50,000
230-000-637.005 *	PARK SHELTER RENT FEES	13,565	8,000	8,000	11,170	12,000	12,000
230-000-642.005 *	SALES FOOD & BEVERAGE	1,350	2,500	2,500	3,569	5,000	5,000
230-000-665.000 *	INTEREST EARNED	11			447	200	200
230-000-674.000 *	CONTRIBUTIONS & DONATIONS	6,058		15,000	11,650	5,150	5,150
230-000-674.010	GRANTS - PRIVATE & NONPROFIT				3,000		
230-000-675.003 *	SERAFINSKI SCHOLARSHIP		2,500	2,500	5,000	5,000	5,000
230-000-675.007 *	CONTRIBUTION - JAZZ FESTIVAL					5,000	5,000
230-000-675.008 *	CONTRIBUTIONS - ROSIE & ART IN THE		2,400	4,900	2,500	2,500	2,500
230-000-675.400 *	DONATIONS - SENIOR LUNCH	1,005	1,500	1,500	2,759	2,416	2,416
230-000-676.012 *	INSURANCE REIMBURSEMENTS	1,549			1,778		
230-000-699.101 *	TRANSFER IN: FROM GENERAL FUND			4,306	4,306		
230-000-699.213 *	TRANSFER IN: FROM BSRII FUND	330,000	367,800	367,800	200,000	410,619	404,884
230-000-699.999	APPROPRIATED PRIOR YEAR BAL			8,935			
	TOTAL ESTIMATED REVENUES	603,124	708,900	752,141	535,961	765,600	759,865
NET OF REVENUES/APPROPRIATIONS - 000 -		603,124	708,900	752,141	535,961	765,600	759,865

* NOTES TO BUDGET: DEPARTMENT 000

528.001	OTHER FEDERAL GRANT - ADDITIONAL					8,000	8,000	
	Revenues received for Senior Nutrition Grant Program, a Federal Program through the County. We serve approximately 250 meals monthly.							
630.000	RECREATION/ADULT SPORTS					16,000	16,000	
	Revenues generated from adult sports programs (softball, soccer, tennis, cornhole).							
631.000	RECREATION/YOUTH SPORTS					55,000	55,000	
	"Revenues generated from youth sports leagues (t-ball, coach pitch, baseball, basketball, soccer)."							
631.001	REC/YOUTH SPORTS CLASSES							

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Dept 000							
	Revenues generated from Youth Sport Classes (GNSL, Bball Skills LLC, Tennis, Skyhawks Sports Classes and Camps)					25,000	25,000
631.002	REC/YOUTH ENRICH CLASSES						
	Revenues generated from classes for youth (JAR, Karate, art classes).					30,000	30,000
632.000	RECREATION/DANCE						
	Revenues generated from youth dance classes Decrease from prior years due to moving adult dance classes to the Adult Classes GL. This was due to where the expenditure for those classes comes from.					12,515	12,515
634.000	RECREATION/DAY CAMP						
	No longer using this line item.						
634.001	RECREATION/SPECIAL EVENTS						
	Revenues generated from special events where a fee is charged. No change for 2023.					2,000	2,000
635.000	REC/50 & BEYOND DUES						
	Revenues generated from annual "50 & Beyond" member dues (individual & family memberships offered).					11,000	11,000
635.001	REC/50 & BEYOND TRIP FEE						
	Revenues generated from 50 & Beyond trips.Funds were previously collected by outside agencies, they are now collected by Recreation Department					22,000	22,000
636.000	RECREATION/ADULT CLASSES						
	Revenues generated from adult enrichment programs/classes (Art classes, Yoga, Zumba, Urban Ballroom, Pilates, etc.).					32,000	32,000
637.000	REC/50 & BEYOND ACTIVITY FEES						
	Revenues generated from "50 & Beyond" programs.					4,000	4,000
637.001	MISCELLANEOUS						
	Non-Program revenues. No change for 2023.					200	200
637.002	BUILDING RENTAL FEES						
	Revenues generated from room & gym rentals. Includes revenue from WCC and YMCA room usage. Increase for 2023 due to fees charged being raised and prior years revenues.					35,000	35,000

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Dept 000							
637.003	FIELD RENTAL FEES					15,000	15,000
	Revenues generated from athletic field rentals (Community Center Ball Fields, Ford Heritage Ball and Soccer Fields, North Bay Field, Ford Lake Park Field)						
637.004	FORD LAKE GATE FEES					50,000	50,000
	Revenues generated from park gate fees (annual & daily fees collected from the sale of park & boat permits).						
637.005	PARK SHELTER RENT FEES					12,000	12,000
	Revenues generated from park shelter rentals. Increase for 2023 due to increase in fees charged and prior years revenue.						
642.005	SALES FOOD & BEVERAGE					5,000	5,000
	Revenues generated from the sale of snacks - prepackaged items (Gatorade, Pop, chips) Increase for 2023 due to current years revenues.						
665.000	INTEREST EARNED					200	200
	Interest earned from Recreation Fund.						
674.000	CONTRIBUTIONS & DONATIONS					5,150	5,150
	Revenues received from individuals, businesses and organizations who donate to the department. Donations are usually earmarked for a specific item or program.						
675.003	SERAFINSKI SCHOLARSHIP					5,000	5,000
	Revenue generated by the awarding of Serafinski Scholarship Funds to participants to use to register for classes.						
675.007	CONTRIBUTION - JAZZ FESTIVAL					5,000	5,000
	This line is for the expected contributions for the Jazz Festival.						
675.008	CONTRIBUTIONS - ROSIE & ART IN THE PARK					2,500	2,500
	This line is for the expected contributions for the Rosie Show and other community art projects.						
675.400	DONATIONS - SENIOR LUNCH					2,416	2,416
	Revenues generated when Seniors pay for daily lunches						
676.012	INSURANCE REIMBURSEMENTS						

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Dept 000	Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.						
699.101	TRANSFER IN: FROM GENERAL FUND Not budgeted for 2023. One time use in 2022 for employee appreciation.						
699.213	TRANSFER IN: FROM BSRII FUND						
	Funds from BSRII Fund are transferred into the Rec Fund budget to support the expenditure side of the budget.					410,619	404,884
	DEPT '000' TOTAL					765,600	759,865

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Dept 754 - RECREATION							
APPROPRIATIONS							
230-754-705.000 *	SALARY - SUPERVISION	70,195	70,798	76,001	47,915	77,250	77,250
230-754-706.000 *	SALARY - PERMANENT WAGES	77,960	154,243	160,987	92,850	160,412	160,412
230-754-707.000 *	SALARY - TEMPORARY/SEASONAL	6,619	6,000	6,000	3,612	6,000	6,000
230-754-707.075 *	SALARY - TEMP SPORTS PROGRAM	1,350	8,000	4,000	1,147	8,000	8,000
230-754-707.100 *	SALARY - TEMP COMM CENTER STAFF	8,811	15,000	13,000	6,379	15,000	15,000
230-754-707.200 *	SALARY - TEMP DANCE STAFF	6,376	13,000	7,000	2,071	5,000	5,000
230-754-707.775 *	SALARY - TEMP. FORD LAKE PARK	30,908	50,000	50,000	44,201	50,000	50,000
230-754-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	2,147					
230-754-709.000 *	REG OVERTIME	1,980	250	250	3,617	250	250
230-754-715.000 *	F.I.C.A./MEDICARE	12,093	18,569	19,663	11,793	19,419	19,419
230-754-718.000 *	MERS RETIREMENT	13,571	8,554	8,754	5,806	9,017	10,381
230-754-718.001 *	RETIREMENT HEALTH CARE SAVINGS	2,156	3,900	3,900	2,417	3,900	3,900
230-754-718.002 *	DEFERRED COMPENSATION	720	1,365	1,365	810	1,092	1,092
230-754-719.000 *	HEALTH INSURANCE	36,200	57,005	57,005	39,903	68,405	61,548
230-754-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(3,125)	(4,200)	(4,200)		(4,200)	(4,200)
230-754-719.015 *	DENTAL BENEFITS	1,258	1,982	1,982	2,152	3,215	2,973
230-754-719.016 *	VISION BENEFITS	729	593	593	403	593	593
230-754-719.020 *	HEALTH CARE DEDUCTION	4,248	14,805	14,805	1,673	14,805	14,805
230-754-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	137	252	252	189	252	252
230-754-719.022 *	DISABILITY INSURANCE	910	872	872	678	872	872
230-754-719.023 *	LIFE INSURANCE	586	681	681	529	681	681
230-754-719.025	UNEMPLOYMENT EXPENSE				73		
230-754-719.030 *	WORKERS COMPENSATION	5,377	5,830	5,830	2,733	7,045	7,045
230-754-727.000 *	OFFICE SUPPLIES	408	1,200	1,200	843	1,200	1,200
230-754-730.000 *	POSTAGE	4,118	4,000	4,000	1,328	4,000	4,000
230-754-740.000 *	OPERATING SUPPLIES	996	700	700	68	700	700
230-754-757.008 *	COST OF SALES FOOD & BEV	730	2,000	3,000	1,756	3,000	3,000
230-754-760.000 *	PPE & FIRST AID SUPPLIES	109	500	500	57	300	300
230-754-776.003 *	MAINT SUPPLIES - COMMUNITY CT	3,658	4,700	4,700	3,674	5,000	5,000
230-754-800.001 *	ADMINISTRATION FEES	21,488	22,141	22,141	14,761	21,521	21,521
230-754-818.000 *	CONTRACTUAL SERVICES	20,845	16,000	24,000	7,435	30,000	30,000
230-754-818.002 *	CONTRACTUAL SERVICES COMM CEN	17,510	16,500	16,500	10,634	16,500	16,500
230-754-818.018 *	CONTRACTUAL - SPORTS OFFICIALS		6,000	6,000	4,752	6,000	6,000
230-754-818.100 *	CONTRACTUAL - SPORTS PROGRAM		13,000	13,000	10,079	19,000	19,000
230-754-844.001 *	SENIOR NUTRITION PROGRAM	1,734	16,000	10,300	5,040	10,300	10,300
230-754-850.000 *	TELEPHONE	1,167	1,900	1,900	827	1,900	1,900
230-754-867.000 *	GAS & OIL	2,432	3,000	3,000	2,996	3,000	3,000
230-754-876.003 *	OPEB FUNDING- RETIREE HEALTH	15,322					
230-754-880.000 *	COMMUNITY PROMOTION	23,036	15,000	2,050	766	15,000	15,000
230-754-920.003 *	UTILITIES - COMMUNITY CENTER	51,234	58,000	58,000	37,953	58,000	58,000
230-754-931.003 *	REPAIRS COMMUNITY CENTER	1,443	1,700	1,700	547	1,700	1,700
230-754-931.021 *	NON RECURRING R & M-COMM CTR	45,482	10,000	21,950	21,036	10,000	10,000
230-754-933.001 *	MAINTENANCE CONTRACTS	1,210	5,000	5,000	1,796	5,000	5,000
230-754-935.000 *	MOTORPOOL-MISC REPAIR	2,127	5,000	9,000	6,783	7,000	7,000
230-754-943.000 *	MOTORPOOL INTERNAL	31,064	15,969	15,969	10,646	15,969	15,969
230-754-955.001 *	INSURANCE & BONDS FLEET	7,758	8,141	8,141	5,290	8,352	8,352
230-754-957.000 *	BANK CHARGES	5,998	5,000	5,000	7,720	7,000	7,000
230-754-958.000 *	MEMBERSHIP AND DUES	350	400	400	375	400	400
230-754-963.100 *	REC YOUTH SPORTS PROG	14,436	17,000	17,000	9,487	17,000	17,000
230-754-963.150 *	REC ADULT SPORTS PROG	1,331	1,000	4,500	3,902	1,500	1,500
230-754-963.200 *	REC DANCE PROGRAM	9,155	12,000	12,000	9,808	12,000	12,000
230-754-963.400 *	REC ENRICHMENT PROGRAMS	12,813	10,000	10,000	9,157	2,500	2,500
230-754-963.500 *	REC SENIOR PROGRAMS	3,077	2,250	2,250	949	2,250	2,250

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Dept 754 - RECREATION							
APPROPRIATIONS							
230-754-963.600 *	SPECIAL EVENTS - ROSIE	917	1,800	10,800	2,414	2,500	2,500
230-754-963.601 *	50 & BEYOND TRIPS		500	18,700	11,377	20,000	20,000
230-754-963.602 *	SPECIAL EVENTS - RECREATION		5,000	5,000	756	5,000	5,000
230-754-963.603 *	SPECIAL EVENT - JAZZ FESTIVAL			5,000	5,000	5,000	5,000
230-754-974.022	SENIOR REC CENTER - EQUIPMENT	10,289					
TOTAL APPROPRIATIONS		593,443	708,900	752,141	480,963	765,600	759,865
NET OF REVENUES/APPROPRIATIONS - 754 - RECREATION		(593,443)	(708,900)	(752,141)	(480,963)	(765,600)	(759,865)

* NOTES TO BUDGET: DEPARTMENT 754 RECREATION

705.000	SALARY - SUPERVISION					77,250	77,250
	Salary for the Recreation Services Manager. A 3 % increase was added to non union employees to match the Teamster Union contract for 2023.						
706.000	SALARY - PERMANENT WAGES					160,412	160,412
	Salaries for two (2) Recreation Coordinators, both Teamster Union members and four (4) part time Building Attendant positions. We are proposing not to include the Clerk 3 position at this time. A 3 % increase was added to non union employees to match the Teamster Union contract for 2023.						
707.000	SALARY - TEMPORARY/SEASONAL					6,000	6,000
	These part-time positions teach, coordinate and supervise a few of our programs. Employees ranging \$10 to \$18 per hour or a flat amount for program.						
707.075	SALARY - TEMP SPORTS PROGRAM					8,000	8,000
	This part time positions are specific to the sports program. Includes one (1) Sports Assistant						
707.100	SALARY - TEMP COMM CENTER STAFF					15,000	15,000
	These positions include Senior Aide, Buss Driver. Usually 3-4 employees ranging \$11 - \$13 per hour.						
707.200	SALARY - TEMP DANCE STAFF					5,000	5,000
	This line funds the Dance Coordinator. 1 (One) individual at \$18-22 per hour. Decreased for 2023 due to moving the instructors to contracted out of the Dance expense line 230-754-963.200.						
707.775	SALARY - TEMP. FORD LAKE PARK					50,000	50,000
	Includes Park Rangers & Park Attendants. Usually 14-17 employees ranging \$10-\$14.						
708.004	SALARIES PAY OUT-PTO&SICKTIME						

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Dept 754 - RECREATION							
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%.						
708.010	HEALTH INS BUYOUT Health insurance buyout for employees who receive health insurance through another source.						
709.000	REG OVERTIME Overtime costs for the department.					250	250
715.000	F.I.C.A./MEDICARE Figures provided by the Accounting Director.					19,419	19,419
718.000	MERS RETIREMENT Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased 8%					9,017	10,381
718.001	RETIREMENT HEALTH CARE SAVINGS Amount placed into health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.					3,900	3,900
718.002	DEFERRED COMPENSATION Figures provided by Accounting Director based on 1.30% of payroll.					1,092	1,092
718.003	OPEB - RETIREMENT HEALTH No employees with OPEB eligibility						
719.000	HEALTH INSURANCE A increase of 7.97%. Provided by HR					68,405	61,548
719.003	EMPLOYEE PAID HEALTH CONTRA Amount employees pay toward their health care coverage.					(4,200)	(4,200)
719.015	DENTAL BENEFITS Increase 1.72% for 2023. Provided by HR					3,215	2,973
719.016	VISION BENEFITS						

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Dept 754 - RECREATION							
	No change for 2023. Numbers provided by HR					593	593
719.020	HEALTH CARE DEDUCTION					14,805	14,805
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.						
719.021	ADMIN FEE - HEALTH DEDUCTIBLE					252	252
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits. Provided by Accounting Director.						
719.022	DISABILITY INSURANCE					872	872
	No change for 2023. Numbers provided by HR						
719.023	LIFE INSURANCE					681	681
	No change for 2023. Numbers provided by HR						
719.030	WORKERS COMPENSATION					7,045	7,045
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2023 workers comp estimate of \$166,276. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director.						
727.000	OFFICE SUPPLIES					1,200	1,200
	Office supplies for the department. Slight increase for 2023 due to rising costs.						
730.000	POSTAGE					4,000	4,000
	Cost of Recreation Department mailings.						
740.000	OPERATING SUPPLIES					700	700
	Supplies and equipment needed to operate programs and services.						
757.008	COST OF SALES FOOD & BEV					3,000	3,000
	Cost of snacks and beverage sold at the Recreation Department. Increase in 2023 due to sales in 2022.						
760.000	PPE & FIRST AID SUPPLIES					300	300

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Dept 754 - RECREATION							
Covers all PPE, first aid supplies, and other supplies required by OSHA.							
776.003	MAINT SUPPLIES - COMMUNITY CT					5,000	5,000
Custodial supplies for Community Center. Slight increase for 2023 due to rising costs.							
800.001	ADMINSTRATION FEES					21,521	21,521
Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. Provided by the Account Director.							
818.000	CONTRACTUAL SERVICES					30,000	30,000
Payments from this line item are for non-sports contractual instructors (Art, Jump-a-Rama, Yoga, Karate). Projected expense increased due to adding contractual non-sports instructors here.							
818.002	CONTRACTUAL SERVICES COMM CEN					16,500	16,500
Maintenance of the Community Center.							
818.018	CONTRACTUAL - SPORTS OFFICIALS					6,000	6,000
Payments made from this line item are to sports officials for Adult Leagues. Softball and Soccer during the spring-fall seasons.							
818.100	CONTRACTUAL - SPORTS PROGRAM					19,000	19,000
Payments made from this line item are to sports officials for Youth (soccer, baseball, basketball) and Adult Leagues. Softball and Soccer during the spring-fall seasons.							
844.001	SENIOR NUTRITION PROGRAM					10,300	10,300
Cost of Senior Nutrition Program, reimbursed by a grant.							
850.000	TELEPHONE					1,900	1,900
Telephone services at the Community Center.							
867.000	GAS & OIL					3,000	3,000
Fuel for Township bus, two trucks (for the rangers' use), Township Senior van and Recreation Department vehicle.							
876.003	OPEB FUNDING- RETIREE HEALTH						
All employees hired before 2014 have retired.							

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Dept 754 - RECREATION							
880.000	COMMUNITY PROMOTION					15,000	15,000
	Cost of promotion through Constant Contact (web-based newsletter program), Rec Guide, Program Advertising, etc.						
920.003	UTILITIES - COMMUNITY CENTER					58,000	58,000
	Utility costs at the Community Center.						
931.003	REPAIRS COMMUNITY CENTER					1,700	1,700
	Cost of maintenance supplies and repairs to the Community Center.						
931.021	NON RECURRING R & M-COMM CTR					10,000	10,000
	Cost of unexpected "one time" repairs throughout the year.						
933.001	MAINTENANCE CONTRACTS					5,000	5,000
	Maintenance agreement with Ricoh for copier.						
935.000	MOTORPOOL-MISC REPAIR					7,000	7,000
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						
941.000	EQUIPMENT RENTAL/LEASING						
	This line item is no longer used.						
943.000	MOTORPOOL INTERNAL					15,969	15,969
	Lease and maintenance cost of recreation department vehicles including Township senior bus, senior van, Ford Escape and two Ford trucks. The senior bus was paid off in 2021. Figures provided by Accounting Director.						
955.001	INSURANCE & BONDS FLEET					8,352	8,352
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
957.000	BANK CHARGES					7,000	7,000
	Processing fees for accepting credit cards. This cost is built into program fees. Figures provided by the Accounting Director.						
958.000	MEMBERSHIP AND DUES					400	400

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Dept 754 - RECREATION							
Membership dues paid for staff, Park Commissioners and department for the Michigan Recreation & Park Association.							
963.100	REC YOUTH SPORTS PROG					17,000	17,000
	Cost of supplies needed to operate Youth Sports (including renting gym space).						
963.150	REC ADULT SPORTS PROG					1,500	1,500
	Cost of supplies needed to operate Adult Sports programs.						
963.200	REC DANCE PROGRAM					12,000	12,000
	Supplies needed to operate Dance program (dance costumes, Batons, Poms etc.) New in 2022, contracted payments to instructors paid by this line.						
963.400	REC ENRICHMENT PROGRAMS					2,500	2,500
	Cost of supplies needed to operate Enrichment Programs (special events, classes, etc.). Request for this line item has decreased due to removing the contractor payments.						
963.500	REC SENIOR PROGRAMS					2,250	2,250
	Cost of supplies needed to operate Senior Programs, including caterer for Christmas Luncheon.						
963.600	SPECIAL EVENTS - ROSIE					2,500	2,500
	Covers cost of supplies for annual Rosie the Riveter Craft Show.						
963.601	50 & BEYOND TRIPS					20,000	20,000
	Cost of supplies for trips. This corresponds to the revenue line for senior trips ending in 635.001.						
963.602	SPECIAL EVENTS - RECREATION					5,000	5,000
	Cost of supplies to operate special events.						
963.603	SPECIAL EVENT - JAZZ FESTIVAL					5,000	5,000
	This is for the expenditures for the Jazz Festival. Matches contribution in revenue.						
	DEPT '754' TOTAL					765,600	759,865
ESTIMATED REVENUES - FUND 230		603,124	708,900	752,141	535,961	765,600	759,865
APPROPRIATIONS - FUND 230		593,443	708,900	752,141	480,963	765,600	759,865
NET OF REVENUES/APPROPRIATIONS - FUND 230		9,681			54,998		

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Dept 000							
ESTIMATED REVENUES							
584-000-642.005 *	SALES FOOD & BEVERAGE	33,150	32,000	32,000	30,300	34,000	34,000
584-000-642.007 *	SALES MERCHANDISE PRO SHOP	30,527	25,000	25,000	23,479	28,000	28,000
584-000-651.001 *	USE & ADMISSION FEE 18 HOLES	271,206	240,000	240,000	176,352	255,000	255,000
584-000-651.002 *	USE & ADMISSION FEE 9 HOLES	119,287	90,000	90,000	77,810	100,000	100,000
584-000-651.003 *	USE & ADMISSION FEE LEAGUES	31,612	35,000	35,000	37,054	35,000	35,000
584-000-651.005 *	USE& ADMISSION FEE SEASON PAS	44,136	42,000	42,000	41,427	42,000	42,000
584-000-651.007 *	EQUIPMENT RENTALS - CARTS	185,360	150,000	150,000	132,181	160,000	160,000
584-000-651.008 *	GOLF CART STORAGE RENTAL	4,423	1,400	1,400	1,050	1,050	1,050
584-000-665.000 *	INTEREST EARNED	25			860	100	100
584-000-676.012 *	INSURANCE REIMBURSEMENTS	1,098	500	500	2,105		
584-000-683.000 *	OTHER INCOME-MISCELLANEOUS	780	500	500	648		
584-000-699.101 *	TRANSFER IN: FROM GENERAL FUND			2,153	2,153		
584-000-699.213 *	TRANSFER IN: FROM BSRII FUND	15,000	208,505	208,505		212,216	203,300
584-000-699.999	APPROPRIATED PRIOR YEAR BAL			50,000			
TOTAL ESTIMATED REVENUES		736,604	824,905	877,058	525,419	867,366	858,450
NET OF REVENUES/APPROPRIATIONS - 000 -		736,604	824,905	877,058	525,419	867,366	858,450

* NOTES TO BUDGET: DEPARTMENT 000

642.005	SALES FOOD & BEVERAGE					34,000	34,000
	Revenue received from sale of food and beverage sold in the golf shop. This line item was increased to \$34,000 due to the rising costs of food and the anticipated rising of costs for items for 2023.						
642.007	SALES MERCHANDISE PRO SHOP					28,000	28,000
	Revenue received from sale of merchandise sold in golf shop. This line item was increased to \$28,000 due to rising costs of products.						
651.001	USE & ADMISSION FEE 18 HOLES					255,000	255,000
	Revenue received from 18-hole play. This line item has been increased to \$255,000 due to an anticipated rise in golf fees for 2023 and data from 2021.						
651.002	USE & ADMISSION FEE 9 HOLES					100,000	100,000
	Revenue received from 9-hole play. This line item has been increased to \$100,000 due to an anticipated rise in golf fees for 2023 and data from 2021.						
651.003	USE & ADMISSION FEE LEAGUES					35,000	35,000
	Revenue from League play. This line item will remain the same for 2023.						
651.005	USE& ADMISSION FEE SEASON PAS					42,000	42,000
	This line item reflects revenue from the sale of seasonal membership passes. This line item will remain the same for 2023.						

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Dept 000							
651.007	EQUIPMENT RENTALS - CARTS					160,000	160,000
	Revenue received from the rental of golf carts. This line item has been increased due to anticipated raises in cart fees and data from 2021.						
651.008	GOLF CART STORAGE RENTAL					1,050	1,050
	Revenue received from the storage of personal golf carts. This line has been decreased due to being a grandfathered clause, only 3 personal carts still remain.						
665.000	INTEREST EARNED					100	100
	Interest earned on funds deposited at various banks.						
676.012	INSURANCE REIMBURSEMENTS						
	Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.						
683.000	OTHER INCOME-MISCELLANEOUS						
	Revenues received from one-time deposits, including advertising fees collected for ads on scorecards and special revenues that do not have a designated line item.						
699.101	TRANSFER IN: FROM GENERAL FUND						
	Not budgeted for 2023. One time use in 2022 for employee appreciation.						
699.213	TRANSFER IN: FROM BSRII FUND					212,216	203,300
	Funds needed from Fund 212-BSR II.						
	DEPT '000' TOTAL					867,366	858,450

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Dept 784 - GOLF COURSE FUND							
APPROPRIATIONS							
584-784-702.001 *	SALARIES - GREENSKEEPER	86,300	88,716	78,716	49,631	72,100	72,100
584-784-702.002 *	SALARIES - PRO SHOP DIRECTOR	55,933	57,548	58,548	37,491	59,274	59,274
584-784-706.000 *	SALARY - PERMANENT WAGES	34,032	34,985	34,985	7,971	38,000	38,000
584-784-706.008 *	WAGES PROSHOP	9,648	38,000	39,000	17,077	39,140	39,140
584-784-707.001 *	WAGES- TEMPORARY MAINTENANCE	47,735	55,000	55,000	40,839	60,000	60,000
584-784-707.002 *	WAGES- TEMPORARY PRO SHOP	63,141	40,000	40,000	29,432	48,000	48,000
584-784-708.010 *	HEALTH INS BUYOUT	3,000	3,000	3,000	1,500		
584-784-709.000 *	REG OVERTIME	4,369	4,000	4,000	3,602	4,000	4,000
584-784-715.000 *	F.I.C.A./MEDICARE	16,074	18,686	18,839	9,502	17,824	17,824
584-784-718.000 *	MERS RETIREMENT	25,171	34,182	34,182	17,651	8,116	9,344
584-784-718.001 *	RETIREMENT HEALTH CARE SAVINGS	1,300	2,600	2,600	1,600	3,900	3,900
584-784-718.002 *	DEFERRED COMPENSATION	1,442	1,235	1,235	960	1,404	1,404
584-784-718.003 *	OPEB - RETIREMENT HEALTH		17,726	17,726	17,726		
584-784-719.000 *	HEALTH INSURANCE	40,413	57,005	57,005	27,597	97,722	87,925
584-784-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(2,925)	(4,200)	(4,200)		(6,000)	(6,000)
584-784-719.015 *	DENTAL BENEFITS	2,674	3,635	3,635	1,984	4,624	4,277
584-784-719.016 *	VISION BENEFITS	710	768	768	360	842	842
584-784-719.020 *	HEALTH CARE DEDUCTION	13,548	14,805	14,805	11,233	20,720	20,720
584-784-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	199	252	252	99	336	336
584-784-719.022 *	DISABILITY INSURANCE	798	872	872	339	872	872
584-784-719.023 *	LIFE INSURANCE	510	680	680	274	680	680
584-784-719.025 *	UNEMPLOYMENT EXPENSE	(3,179)	5,000	5,000	2,660	5,000	5,000
584-784-719.030 *	WORKERS COMPENSATION	2,701	3,245	3,245	1,530	4,008	4,008
584-784-727.001 *	OFFICE SUPPLIES MAINTENANCE	4	100	100		100	100
584-784-727.002 *	OFFICE SUPPLIES PRO SHOP		200	200	50	200	200
584-784-757.001 *	OPERATING SUPPLIES MAINTENANC	6,206	6,500	6,500	3,364	6,500	6,500
584-784-757.002 *	OPERATING SUPPLIES PRO SHOP	3,306	3,500	3,500	3,138	4,000	4,000
584-784-757.003 *	OPERATING SUPPLIES-CART RENTA	50,347	47,000	47,000	44,384	47,000	47,000
584-784-757.007 *	COST OF SALES PRO SHOP	18,132	15,000	15,000		18,000	18,000
584-784-757.008 *	COST OF SALES FOOD & BEV	11,469	16,000	16,000		16,000	16,000
584-784-760.000 *	PPE & FIRST AID SUPPLIES	88	500	500	422	500	500
584-784-776.004 *	BLDG MAIN SUPPLIES PRO SHOP	97	250	250		250	250
584-784-776.005 *	BLDG MAIN SUPPLIES MAINTENANC	875	750	750		750	750
584-784-783.001 *	SEED PLANTING -FERTILIZER	25,457	26,000	26,000	3,061	30,000	30,000
584-784-783.002 *	SEED PLANTING -CHEMICALS	15,152	16,000	16,000	1,361	20,000	20,000
584-784-783.003 *	SEED PLANTING -TOP SOIL	3,261	4,500	4,500	168	6,000	6,000
584-784-783.004 *	TREE MAINTENANCE	792	1,500	1,500		4,500	4,500
584-784-800.001 *	ADMINSTRATION FEES	19,981	20,593	20,593	13,729	19,903	19,903
584-784-801.000 *	PROFESSIONAL SERVICES	3,197	3,500	3,500	2,257	3,500	3,500
584-784-818.000 *	CONTRACTUAL SERVICES	785	1,200	1,200	155	1,200	1,200
584-784-867.000 *	GAS & OIL	7,901	8,000	8,000	7,865	11,000	11,000
584-784-867.100 *	GAS & OIL - OTHER EQUIP	12,726	13,000	13,000	8,145	15,000	15,000
584-784-900.000 *	PUBLISHING	1,371	2,000	2,000		2,000	2,000
584-784-900.003 *	GOLF COURSE ADVERTISING		2,000	2,000		2,000	2,000
584-784-920.008 *	UTILITIES-MAINTENANCE ELECTRIC	10,392	15,000	15,000	2,271	15,000	15,000
584-784-920.009 *	UTILITIES MAINTENANCE HEATING	1,207	3,000	3,000	1,336	3,000	3,000
584-784-920.010 *	UTILITIES MAINTENANCE PHONE	75	700	700	52	700	700
584-784-920.011 *	UTILITIES MAINTENANCE WATER	771	1,500	1,500	901	1,500	1,500
584-784-920.013 *	UTILITIES PRO SHOP	1,617	2,000	2,000	1,228	2,000	2,000
584-784-930.000 *	REPAIRS MAINTENANCE-MACHINERY	3,122	3,500	3,500	3,458	3,500	3,500
584-784-931.009 *	BLDG MAINTENANCE	217	500	500	71	500	500
584-784-931.010 *	BLDG MAINTENANCE PRO SHOP	1,033	2,000	2,000	738	2,000	2,000
584-784-933.000 *	EQUIPMENT MAINTENANCE	34,851	35,000	45,000	44,278	35,000	35,000

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Dept 784 - GOLF COURSE FUND							
APPROPRIATIONS							
584-784-939.001 *	MOTORPOOL - MISC REPAIR	434	500	500		500	500
584-784-939.003 *	GOLF CARTS EXPENSE	568	1,800	1,800	729	1,800	1,800
584-784-943.000 *	MOTORPOOL INTERNAL	1,614	3,228	3,228	3,555	6,811	6,811
584-784-955.002 *	INSURANCE & BONDS FIRE & LIAB	9,189	9,641	9,641	6,264	9,890	9,890
584-784-956.008 *	MISCELLANEOUS EXP-PRO SHOP	245	1,000	1,000	715	1,000	1,000
584-784-957.000 *	BANK CHARGES	12,185	10,000	10,000	8,785	13,000	13,000
584-784-958.001 *	MEMBERSHIPS & DUES NATL SUPER	400	400	400		400	400
584-784-958.004 *	MEMBERSHIPS & DUES PRO SHOP	561	600	600	562	600	600
584-784-968.000 *	DEPRECIATION EXPENSE	69,363	68,703	68,703	68,703	81,200	81,200
584-784-971.023	CAPITAL OUTTLAY-IRRIGATION SY			50,000	6,099		
TOTAL APPROPRIATIONS		732,585	824,905	877,058	518,902	867,366	858,450
NET OF REVENUES/APPROPRIATIONS - 784 - GOLF COURSE FU		(732,585)	(824,905)	(877,058)	(518,902)	(867,366)	(858,450)

* NOTES TO BUDGET: DEPARTMENT 784 GOLF COURSE FUND

702.001	SALARIES - GREENSKEEPER					72,100	72,100
	Salary of the Golf Course Superintendent. New Superintendent hired in 2022. A 3 % increase was added to non union employees to match the Teamster Union contract for 2023.						
702.002	SALARIES - PRO SHOP DIRECTOR					59,274	59,274
	Salary of the Golf Operations Director. A 3 % increase was added to non union employees to match the Teamster Union contract for 2023. Discussion will be held with HR regarding salary adjustment or bonus based on meeting revenue goals.						
706.000	SALARY - PERMANENT WAGES					38,000	38,000
	Salary of the Assistant to the Golf Course Superintendent. This position is posted and is vacant as of August 31, 2022. Any increase for 2023 will be brought back before the Board.						
706.008	WAGES PROSHOP					39,140	39,140
	Salary to the assistant of the golf operations director.						
707.001	WAGES- TEMPORARY MAINTENANCE					60,000	60,000
	Used for the employment of seasonal employees who work on the maintenance of the golf course. This line item has been increased due to rising costs of inflation and the need to pay more per hour for quality workers.						
707.002	WAGES- TEMPORARY PRO SHOP					48,000	48,000
	Used for seasonal employees who work in the golf shop. This line item has been increased due to rising costs of inflation and the need to pay more per hour for quality workers.						
708.004	SALARIES PAY OUT-PTO&SICKTIME						

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Dept 784 - GOLF COURSE FUND							
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%.						
708.010	HEALTH INS BUYOUT						
	This line item is used for the health insurance buyout for employees who receive health insurance through another source.						
709.000	REG OVERTIME					4,000	4,000
	Overtime costs for the Assistant Superintendent position. It is recommended that \$4,000 be budgeted to be used on an as needed basis during the busier months of May through September.						
715.000	F.I.C.A./MEDICARE					17,824	17,824
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT					8,116	9,344
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased 8%						
718.001	RETIREMENT HEALTH CARE SAVINGS					3,900	3,900
	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/14.						
718.002	DEFERRED COMPENSATION					1,404	1,404
	Figures provided by Accounting Director based on 1.30% of payroll.						
718.003	OPEB - RETIREMENT HEALTH						
	No employees with OPEB eligibility						
719.000	HEALTH INSURANCE					97,722	87,925
	A increase of 7.97%. Provided by HR						
719.003	EMPLOYEE PAID HEALTH CONTRA					(6,000)	(6,000)
	Amount employees pay toward their health care coverage.						
719.015	DENTAL BENEFITS					4,624	4,277
	Increase 1.72% for 2023. Provided by HR						

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Dept 784 - GOLF COURSE FUND								
719.016	VISION BENEFITS					842	842	
	No change for 2023. Numbers provided by HR							
719.020	HEALTH CARE DEDUCTION					20,720	20,720	
	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.							
719.021	ADMIN FEE - HEALTH DEDUCTIBLE					336	336	
	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.							
719.022	DISABILITY INSURANCE					872	872	
	No change for 2023. Numbers provided by HR							
719.023	LIFE INSURANCE					680	680	
	No change for 2023. Numbers provided by HR							
719.025	UNEMPLOYMENT EXPENSE					5,000	5,000	
	Figures provided by the Accounting Director.							
719.030	WORKERS COMPENSATION					4,008	4,008	
	Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2023 workers comp estimate of \$166,276. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director.							
727.001	OFFICE SUPPLIES MAINTENANCE					100	100	
	This line item is used for office supplies in the maintenance area.							
727.002	OFFICE SUPPLIES PRO SHOP					200	200	
	This line items is used for office supplies in the pro shop.							
757.001	OPERATING SUPPLIES MAINTENANC					6,500	6,500	
	This line item is used to purchase general operating supplies regarding the maintenance of the golf course.							
757.002	OPERATING SUPPLIES PRO SHOP							

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Dept 784 - GOLF COURSE FUND							
	This line item is used for the purchase of operational supplies needed in the golf shop such as credit card processing supplies, miscellaneous food related equipment, thermal paper, score pencils, and employee uniforms. A slight increase of \$500 was added for adjustment due to rising prices of items.					4,000	4,000
757.003	OPERATING SUPPLIES-CART RENTA					47,000	47,000
	This line item covers annual lease of the golf carts \$41,400, cart maintenance \$2,985 and personal property taxes estimate at \$2,615. Contract through 9/30/2025						
757.007	COST OF SALES PRO SHOP					18,000	18,000
	This line item is used for recording the cost of merchandise inventory after it is sold. We split the cost of inventory sold for food and beverage into two general ledger numbers in order to track our costs more efficiently. This is in correlation with the revenue for sales of merchandise. The net effect is the profit of goods sold. This line item has been increased to 18,000 based on rising costs and data from 2021.						
757.008	COST OF SALES FOOD & BEV					16,000	16,000
	This line item is used for recording the cost of food & beverage inventory after it is sold. We split the cost of inventory sold for merchandise and food & beverage into two general ledger numbers in order to track our costs more efficiently. This is in correlation with the revenue for sales of food & beverage. The net effect is the profit of goods sold. This line item will remain the same for 2023.						
760.000	PPE & FIRST AID SUPPLIES					500	500
	Covers all PPE, first aid supplies, and other supplies required by OSHA. This line item will remain the same for 2023.						
776.004	BLDG MAIN SUPPLIES PRO SHOP					250	250
	This line item is for the purchase of maintenance supplies for the golf shop. This line item will remain the same for 2023.						
776.005	BLDG MAIN SUPPLIES MAINTENANC					750	750
	This line item is for the purchase of maintenance supplies for the maintenance building. This line item will remain the same for 2023.						
783.001	SEED PLANTING -FERTILIZER					30,000	30,000
	This line item reflects the cost of fertilizer to be used on the golf course. This line item has been increased due to the rising costs of fertilizer for the golf course.						
783.002	SEED PLANTING -CHEMICALS					20,000	20,000
	This line item reflects the cost of planting chemicals to be used on the golf course. This line item has been increased due to the rising costs of chemicals.						

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Dept 784 - GOLF COURSE FUND								
783.003	SEED PLANTING -TOP SOIL					6,000	6,000	
	This line item reflects the cost of planting top soil to be used on the golf course. This linte item has been increased due to the rising costs of supplies including top soil and seed.							
783.004	TREE MAINTENANCE					4,500	4,500	
	This line item is used in the event that a tree either has fallen or needs to be taken down by professionals in order to prevent a danger to our staff. The budget for this item has been increased due to many trees that need to be trimmed and or removed due to years of neglect.							
800.001	ADMINSTRATION FEES					19,903	19,903	
	Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. Provided by the Account Director.							
801.000	PROFESSIONAL SERVICES					3,500	3,500	
	This line item is used for professional services including the alarm company, pest control, gutter cleaning, locksmith, etc. This line item will remain the same for 2023.							
818.000	CONTRACTUAL SERVICES					1,200	1,200	
	This line item is used to cover the costs of deep root aeration and back flow prevention. This line item will remain the same for 2023.							
867.000	GAS & OIL					11,000	11,000	
	This line item is used for gas and oil in the golf carts. This line item has been increased to \$11,000 due to the rising costs of gas for the golf carts.							
867.100	GAS & OIL - OTHER EQUIP					15,000	15,000	
	This line item is used for gas and oil for the golf equipment. This line item has been increased due to the rising cost of gas and oil.							
900.000	PUBLISHING					2,000	2,000	
	This line item is used to cover the cost of scorecards and printed marketing materials. This line item will remain the same for 2023.							
900.003	GOLF COURSE ADVERTISING					2,000	2,000	
	This line item is for the advertisement of the golf course. This line item will remain the same for 2023.							

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Dept 784 - GOLF COURSE FUND								
920.008	UTILITIES-MAINTENANCE ELECTRIC					15,000	15,000	
	This line item is used for electric service for the maintenance building at the golf course. This line item will remain the same for 2023.							
920.009	UTILITIES MAINTENANCE HEATING					3,000	3,000	
	This line item is used for gas service in the maintenance building. This line item will remain the same for 2023.							
920.010	UTILITIES MAINTENANCE PHONE					700	700	
	This line item is used for phone service at the maintenance building. This line item will remain the same for 2023.							
920.011	UTILITIES MAINTENANCE WATER					1,500	1,500	
	This line is used for water at the maintenance garage. This line item will remain the same for 2023.							
920.013	UTILITIES PRO SHOP					2,000	2,000	
	This line item is used for phone service and Comcast service in the golf shop. This line item will remain the same for 2023.							
930.000	REPAIRS MAINTENANCE-MACHINERY					3,500	3,500	
	This line item is used for repair and winter maintenance of machinery at the golf course. This line item will remain the same for 2023.							
931.009	BLDG MAINTENANCE					500	500	
	This line item is used to cover the cost of maintenance at the golf course. This line item will remain the same for 2023.							
931.010	BLDG MAINTENANCE PRO SHOP					2,000	2,000	
	This line item is used to cover the cost of maintaining the golf shop. This line item will remain the same for the 2023.							
933.000	EQUIPMENT MAINTENANCE					35,000	35,000	
	This line item is used to cover the cost of maintaining the golf course equipment. Decrease of by \$10,000.							
939.001	MOTORPOOL - MISC REPAIR					500	500	
	Covers miscellaneous vehicle repair. Provided by Accounting Director							
939.003	GOLF CARTS EXPENSE					1,800	1,800	

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Dept 784 - GOLF COURSE FUND							
This budget item is used to cover the cost of repairs and supplies for the golf carts. This line item will remain the same for 2023.							
943.000	MOTORPOOL INTERNAL					6,811	6,811
Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.							
955.002	INSURANCE & BONDS FIRE & LIAB					9,890	9,890
Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.							
956.008	MISCELLANEOUS EXP-PRO SHOP					1,000	1,000
This line item is for incidental items occasionally needed. This line item will remain the same for 2023.							
957.000	BANK CHARGES					13,000	13,000
Charges for bank accounts and Credit card company's fees for processing credit card sales. An increase of \$3,000 was added due to an increase according to data from 2021.							
958.001	MEMBERSHIPS & DUES NATL SUPER					400	400
This line item is used for the payment of membership dues for the golf course superintendent. This line item will remain the same for 2023.							
958.004	MEMBERSHIPS & DUES PRO SHOP					600	600
This line item is for the payment of PGA National membership dues for the golf director. This line item will remain the same for 2023.							
968.000	DEPRECIATION EXPENSE					81,200	81,200
Cost of Capital depreciation. Higher than prior year due to major repair to irrigation system. Figures provided by the Accounting Director.							
DEPT '784' TOTAL						867,366	858,450
ESTIMATED REVENUES - FUND 584		736,604	824,905	877,058	525,419	867,366	858,450
APPROPRIATIONS - FUND 584		732,585	824,905	877,058	518,902	867,366	858,450
NET OF REVENUES/APPROPRIATIONS - FUND 584		4,019			6,517		

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Dept 000							
ESTIMATED REVENUES							
597-000-646.003 *	BIODEGRADABLE DROPOFF-NONTWP	36,325	67,000	67,000	23,803	30,000	30,000
597-000-646.004 *	BIODEGRADABLE DROPOFF-YPSI TWP	185,894	200,000	200,000	115,515	225,000	225,000
597-000-646.006 *	BILLABLE SALES - COMPOST	40,139	30,000	30,000	16,451	35,000	35,000
597-000-646.008 *	SALES - SCRAP METAL	17,798	8,000	8,000	10,168	9,500	9,500
597-000-646.010 *	GATE REVENUE - COMPOST SALES	35,051	30,000	30,000	22,659	32,000	32,000
597-000-646.011 *	GATE REVENUE - WOOD SALES	23,939	35,000	35,000	33,042	32,000	32,000
597-000-646.012 *	GATE REVENUE - SOIL SALES	12,813	25,000	25,000	4,583	15,000	15,000
597-000-646.013 *	GATE REVENUE - DROP OFF FEES	126,482	130,000	130,000	84,774	135,000	135,000
597-000-646.014 *	GATE REVENUE - BATTERY DROP OFF	217	200	200	60	200	200
597-000-646.015 *	GATE REVENUE - MILLING SALES	6,115	5,000	5,000	6,915	5,000	5,000
597-000-646.016	SERVICE CHRG - DELIVERY				200		
597-000-665.000 *	INTEREST EARNED	80	500	500	3,495	500	500
597-000-676.012 *	INSURANCE REIMBURSEMENTS	664			562		
597-000-699.101 *	TRANSFER IN: FROM GENERAL FUND			2,423	2,423		
597-000-699.999 *	APPROPRIATED PRIOR YEAR BAL		211,387	219,946		627,896	619,918
TOTAL ESTIMATED REVENUES		485,517	742,087	753,069	324,650	1,147,096	1,139,118
NET OF REVENUES/APPROPRIATIONS - 000 -		485,517	742,087	753,069	324,650	1,147,096	1,139,118

* NOTES TO BUDGET: DEPARTMENT 000

607.510	AUTO LEASE REVENUE						
	No longer receiving rental of dump truck by the Parks Department.						
646.003	BIODEGRADABLE DROPOFF-NONTWP					30,000	30,000
	Revenue for yard waste (grass clippings, leaves, small branches) dropped off by contractors and outlying communities. Slight decrease in revenue for yard waste dropped off by contractors and outlying communities						
646.004	BIODEGRADABLE DROPOFF-YPSI TWP					225,000	225,000
	Revenue from Fund 226 - Environmental Services, for yard waste and brush brought in by residents of Ypsilanti Township and Parks and Grounds. This is also generated by our curbside collection by Waste Management. An increase in this line item is projected as the price per yard is raised.						
646.006	BILLABLE SALES - COMPOST					35,000	35,000
	Commercial purchases of Compost sold to landscaping yards and trucking companies. This number has increased						
646.008	SALES - SCRAP METAL					9,500	9,500
	Sales of scrap metal. Projected increase						
646.010	GATE REVENUE - COMPOST SALES					32,000	32,000
	Sales of compost sold at gate house. This amount is increased						

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Dept 000							
646.011	GATE REVENUE - WOOD SALES					32,000	32,000
	Revenue from mulch's and woodchip sales. Slight decrease in this line item						
646.012	GATE REVENUE - SOIL SALES					15,000	15,000
	Revenue of blended soil sold at our site. Estimating a decrease due to lack of good topsoil for blending purposes.						
646.013	GATE REVENUE - DROP OFF FEES					135,000	135,000
	Revenue for trash dropped at our site. Projecting an increase in revenue due to a possible rate increase.						
646.014	GATE REVENUE - BATTERY DROP OFF					200	200
	Revenue from the sale of collected batteries. No change.						
646.015	GATE REVENUE - MILLING SALES					5,000	5,000
	Revenue for screened asphalt sold at our site. No change						
665.000	INTEREST EARNED					500	500
	Interest earned on funds deposited at various banks						
676.012	INSURANCE REIMBURSEMENTS						
	Some years we receive dividends back from MML Workers Comp and/or Insurance Liability.						
699.101	TRANSFER IN: FROM GENERAL FUND						
	Not budgeted for 2023. One time use in 2022 for employee appreciation.						
699.999	APPROPRIATED PRIOR YEAR BAL					627,896	619,918
	Amount needed from Fund Balance for capital outlay and depreciation.						
	DEPT '000' TOTAL					1,147,096	1,139,118

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Dept 590 - COMPOST SITE							
APPROPRIATIONS							
597-590-705.000 *	SALARY - SUPERVISION	86,531	88,952	89,952	59,184	91,621	91,621
597-590-706.000 *	SALARY - PERMANENT WAGES	78,728	77,522	80,930	51,860	81,695	81,695
597-590-707.000 *	SALARY - TEMPORARY/SEASONAL	24,554	27,800	27,800	14,953	27,800	27,800
597-590-708.004 *	SALARIES PAY OUT-PTO&SICKTIME	9,865	6,140	11,914	5,773	6,140	6,140
597-590-708.010 *	HEALTH INS BUYOUT	750					
597-590-709.000 *	REG OVERTIME	125	2,000	2,000	141	2,000	2,000
597-590-710.000 *	ACC COMP ABSENCES-LNGTERM	(2,443)	5,000	5,000		5,000	5,000
597-590-715.000 *	F.I.C.A./MEDICARE	13,546	15,485	16,266	8,988	16,008	16,008
597-590-718.000 *	MERS RETIREMENT	50,281	59,412	59,431	43,764	64,797	64,887
597-590-718.001 *	RETIREMENT HEALTH CARE SAVINGS				196	325	325
597-590-718.002 *	DEFERRED COMPENSATION	319	361	361	194	362	362
597-590-718.003 *	OPEB - RETIREMENT HEALTH		35,452	35,452	35,452	16,666	15,400
597-590-719.000 *	HEALTH INSURANCE	51,408	54,967	54,967	41,226	65,962	59,350
597-590-719.003 *	EMPLOYEE PAID HEALTH CONTRA	(3,600)	(4,050)	(4,050)		(4,050)	(4,050)
597-590-719.015 *	DENTAL BENEFITS	2,273	2,298	2,298	1,738	2,528	2,338
597-590-719.016 *	VISION BENEFITS	674	560	560	424	560	560
597-590-719.020 *	HEALTH CARE DEDUCTION	11,934	12,574	12,574	9,855	12,574	12,574
597-590-719.021 *	ADMIN FEE - HEALTH DEDUCTIBLE	160	1,875	1,875	119	188	188
597-590-719.022 *	DISABILITY INSURANCE	791	654	654	490	654	654
597-590-719.023 *	LIFE INSURANCE	510	511	511	385	510	510
597-590-719.030 *	WORKERS COMPENSATION	3,092	4,130	4,130	1,953	5,180	5,180
597-590-727.000 *	OFFICE SUPPLIES	102	200	200	43	200	200
597-590-730.000 *	POSTAGE		100	100		100	100
597-590-741.000 *	BOOT REIMB & UNIFORMS PURCHASE	2,186	2,082	2,082	1,208	3,081	3,081
597-590-757.000 *	OPERATING SUPPLIES	1,718	3,000	3,000	753	3,000	3,000
597-590-760.000 *	PPE & FIRST AID SUPPLIES	80	350	350	284	400	400
597-590-800.001 *	ADMINISTRATION FEES	12,937	13,280	13,280	8,853	13,800	13,800
597-590-804.000 *	CONTRACTUAL/ROLLOFF DISPOSAL	51,650	57,000	57,000	31,732	61,000	61,000
597-590-804.004 *	TWP DISPOSAL FEE	6,874	4,000	4,000		4,000	4,000
597-590-850.000 *	TELEPHONE	149	200	200	231	200	200
597-590-867.200 *	GAS & OIL - YCUA	16,887	14,500	14,500	8,205	16,500	16,500
597-590-920.004 *	UTILITIES HEAT	2,969	5,000	5,000	3,521	5,000	5,000
597-590-920.005 *	UTILITIES LIGHT	1,929	2,000	2,000	1,407	2,000	2,000
597-590-931.000 *	REPAIRS AND MAINTENANCE	355	3,000	2,800	1,106	3,000	3,000
597-590-933.000 *	EQUIPMENT MAINTENANCE	13,761	14,000	14,000	10,418	16,000	16,000
597-590-935.000 *	MOTORPOOL-MISC REPAIR	28	2,500	2,500	213	2,500	2,500
597-590-941.000 *	EQUIPMENT RENTAL/LEASING		3,000	3,200	3,108	3,500	3,500
597-590-943.000 *	MOTORPOOL INTERNAL	3,228	5,333	5,333	2,152	3,456	3,456
597-590-955.001 *	INSURANCE & BONDS FLEET	2,450	2,571	2,571	1,672	2,639	2,639
597-590-956.000 *	MISCELLANEOUS	235	100	100	70	100	100
597-590-960.000 *	EDUCATION AND TRAINING		500	500		500	500
597-590-968.000 *	DEPRECIATION EXPENSE	210,510	188,568	188,568	194,557	194,600	194,600
597-590-971.008 *	CAPTL OUTLAY -IMPROVEMENT	3,450	29,160	29,160		415,000	415,000
TOTAL APPROPRIATIONS		660,996	742,087	753,069	546,228	1,147,096	1,139,118
NET OF REVENUES/APPROPRIATIONS - 590 - COMPOST SITE		(660,996)	(742,087)	(753,069)	(546,228)	(1,147,096)	(1,139,118)

* NOTES TO BUDGET: DEPARTMENT 590 COMPOST SITE

705.000	SALARY - SUPERVISION					91,621	91,621
	Salary of the Compost Manager. A 3 % increase was added to match the Teamster Union contract for 2023.						

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Dept 590 - COMPOST SITE							
706.000	SALARY - PERMANENT WAGES					81,695	81,695
	Salaries of Heavy Equipment Operator and 25% of a Floater II/ Clerk III position. Current assumption of 3% increase in budgeted for 2023.						
707.000	SALARY - TEMPORARY/SEASONAL					27,800	27,800
	Wages for Gate Attendants (1 + 1 relief).						
708.004	SALARIES PAY OUT-PTO&SICKTIME					6,140	6,140
	Used for payout of PTO time for employees that have available hours accumulated or request a payout due to an emergency. Amounts are paid at 75%.						
708.010	HEALTH INS BUYOUT						
	Health insurance buyout for employees who receive health insurance through another source.						
709.000	REG OVERTIME					2,000	2,000
	Overtime costs for our full-time operator to process material or to handle late arrivals.						
710.000	ACC COMP ABSENCES-LNGTERM					5,000	5,000
	In an Enterprise Fund (business), we have to account for 2.0 FTE's cost of PTO. This is accounted for in the Balance Sheet liabilities as long term def Comp Absences 597-000-343-000.						
715.000	F.I.C.A./MEDICARE					16,008	16,008
	Figures provided by the Accounting Director.						
718.000	MERS RETIREMENT					64,797	64,887
	Allocation of annual required contribution (ARC) provided by Accounting Director. Overall Township ARC increased 8%						
718.001	RETIREMENT HEALTH CARE SAVINGS					325	325
718.002	DEFERRED COMPENSATION					362	362
	Figures provided by Accounting Director based on 1.30% of payroll.						
718.003	OPEB - RETIREMENT HEALTH						

DRAFT 9/30/22

2023 REVISED BUDGET RECOMMEND
 LESS 2020 ACTIVITY
 THIS IS NOT A FINAL BUDGET COPY

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	2022 ACTIVITY THRU 08/31/22	2023 REQUESTED BUDGET	2023 RECOMMENDED BUDGET
Dept 590 - COMPOST SITE							
	Liability for the Other Post-Employment Benefits (OPEB) obligation of employees hired before 1/1/2014. Overall OPEB assumption decreased 60% from \$496,331 to \$200,000					16,666	15,400
719.000	HEALTH INSURANCE A increase of 7.97%. Provided by HR					65,962	59,350
719.003	EMPLOYEE PAID HEALTH CONTRA Amount employees pay toward their health care coverage.					(4,050)	(4,050)
719.015	DENTAL BENEFITS Increase 1.72% for 2023. Provided by HR					2,528	2,338
719.016	VISION BENEFITS No change for 2023. Numbers provided by HR					560	560
719.020	HEALTH CARE DEDUCTION Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Provided by Accounting Director.					12,574	12,574
719.021	ADMIN FEE - HEALTH DEDUCTIBLE Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.					188	188
719.022	DISABILITY INSURANCE No change for 2023. Numbers provided by HR					654	654
719.023	LIFE INSURANCE No change for 2023. Numbers provided by HR					510	510
719.030	WORKERS COMPENSATION Workers Comp allocation based on type work performed and number of employees in the department. Budget was based on a percentage of the full 2023 workers comp estimate of \$166,276. A credit is usually given at year end - Not guaranteed. Provided by Accounting Director.					5,180	5,180
727.000	OFFICE SUPPLIES						

DRAFT 9/30/22

2023 REVISED BUDGET RECOMMEND
 LESS 2020 ACTIVITY
 THIS IS NOT A FINAL BUDGET COPY

GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	2022 ACTIVITY THRU 08/31/22	2023 REQUESTED BUDGET	2023 RECOMMENDED BUDGET
Dept 590 - COMPOST SITE							
	Cost of office supplies for the Compost Site. No change for 2023					200	200
730.000	POSTAGE						
	Postage costs for the Compost Site. No change for 2023					100	100
741.000	BOOT REIMB & UNIFORMS PURCHASE						
	Cost of uniforms, OSHA approved boots, shop towels and rugs at the Compost Site. Anticipating an increase contractually through both uniform companies. This line item was increased for 2023					3,081	3,081
757.000	OPERATING SUPPLIES						
	Cleaning supplies and lubricants used at the Compost Site. No change for 2023					3,000	3,000
760.000	PPE & FIRST AID SUPPLIES						
	Covers all PPE, first aid supplies, and other supplies required by OSHA. Slight increase for 2023					400	400
800.001	ADMINISTRATION FEES						
	Admin fees are paid to the General Fund for service provided by Human Resource, Accounting, Computer Tech, Auditing and other support personnel and shared expenses. Allocations are based on wages of the support and maintenance staff, floor space, staffing levels, computers, phones, etc. Provided by the Account Director.					13,800	13,800
804.000	CONTRACTUAL/ROLLOFF DISPOSAL						
	Cost to empty trash dumpsters at the Compost Site. There is a 4% contractual increase for disposal and transportation. This line item was increased by \$4,000 to cover this cost for 2023.					61,000	61,000
804.004	TWP DISPOSAL FEE						
	Cost to dispose of plastic, rocks and debris associated with the screening process at the Compost Site. No change in this line item.					4,000	4,000
850.000	TELEPHONE						
	Telephone charges for the Compost Site. No change					200	200
867.200	GAS & OIL - YCUA						
	Cost of fuel from YCUA service center. This increase is just an assumption that the cost of fuel will be the same for 2023. An increase of \$2,000 was added to this line item.					16,500	16,500
920.004	UTILITIES HEAT						

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2023 REVISED BUDGET RECOMMEND
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GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	2022 ACTIVITY THRU 08/31/22	2023 REQUESTED BUDGET	2023 RECOMMENDED BUDGET
Dept 590 - COMPOST SITE							
	Heating costs for gate house & Compost garage. No change for 2023.					5,000	5,000
920.005	UTILITIES LIGHT					2,000	2,000
	Electricity costs for the Compost Site. No change for 2023						
931.000	REPAIRS AND MAINTENANCE					3,000	3,000
	Cost to make building repairs to the Compost garage and gate house. No change for 2023						
933.000	EQUIPMENT MAINTENANCE					16,000	16,000
	Cost to make repairs and perform maintenance to equipment at the Compost Site. An increase was added to adjust for some future repairs on our older equipment						
935.000	MOTORPOOL-MISC REPAIR					2,500	2,500
	Covers miscellaneous vehicle repair above normal MotorPool maintenance. Provided by Accounting Director						
941.000	EQUIPMENT RENTAL/LEASING					3,500	3,500
	Cost to rent equipment needed for site improvements at the Compost Center. A small increase was made due to rising cost associated with equipment rental rates						
943.000	MOTORPOOL INTERNAL					3,456	3,456
	Vehicle & Maintenance MotorPool Allocation - Figures provided by the Accounting Director.						
955.001	INSURANCE & BONDS FLEET					2,639	2,639
	Insurance for buildings, equipment, and vehicles. Provided by the Accounting Director.						
956.000	MISCELLANEOUS					100	100
	Miscellaneous expenses, such as drug screening, etc.						
960.000	EDUCATION AND TRAINING					500	500
	Education and training for Compost employees. No change for 2023.						
968.000	DEPRECIATION EXPENSE					194,600	194,600

DRAFT 9/30/22

2023 REVISED BUDGET RECOMMEND
 LESS 2020 ACTIVITY
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GL NUMBER	DESCRIPTION	2021 ACTIVITY	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	2022 ACTIVITY THRU 08/31/22	2023 REQUESTED BUDGET	2023 RECOMMENDED BUDGET
Dept 590 - COMPOST SITE	Cost of Capital depreciation. Figures provided by the Accounting Director.						
971.008	CAPTL OUTLAY -IMPROVEMENT					415,000	415,000
	Adding a new trommel screener for the compost site. Our current machine is 2007 and showing it's age. The older unit can be used on our asphalt and mulch operations						
	DEPT '590' TOTAL					1,147,096	1,139,118
ESTIMATED REVENUES - FUND 597		485,517	742,087	753,069	324,650	1,147,096	1,139,118
APPROPRIATIONS - FUND 597		660,996	742,087	753,069	546,228	1,147,096	1,139,118
NET OF REVENUES/APPROPRIATIONS - FUND 597		(175,479)			(221,578)		

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

- A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE
TRUSTEES: JOHN P. NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON • JIMMIE WILSON, JR.

REGULAR MEETING AGENDA

TUESDAY, OCTOBER 4, 2022

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. 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
4. CONSENT AGENDA
 - A. MINUTES OF THE AUGUST 16, 2022 WORK SESSION AND REGULAR MEETING
(TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING)
 - B. MINUTES OF THE SEPTEMBER 20, 2022 WORK SESSION AND REGULAR MEETING
 - C. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR SEPTEMBER 6, 2022 IN THE AMOUNT OF \$836,790.46
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. REQUEST TO APPROVE THE CREATION OF AN APPOINTED PILOT NON-UNION SALARIED COMMUNITY RESOURCE COORDINATOR POSITION AND TO WAIVE THE HIRING PROCESS AND APPOINT LAURIE LUTOMSKI
2. REQUEST TO APPROVE THE INSTALLATION OF ONE STREETLIGHT AT THE CORNER OF BELLERS CT. AND N. PROSPECT
3. REQUEST TO APPROVE THE CONTRACT WITH WASHTENAW COUNTY FOR THE 2022-2023 SENIOR NUTRITION PROGRAM
4. REQUEST AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES LOCATED AT 1255 W. MICHIGAN AVE. AND 2715 WOODRUFF LANE BUDGETED IN LINE ITEM #101-729-801-023

OTHER BUSINESS

BOARD MEMBER UPDATES

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 5:04pm 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: John Newman II, Gloria Peterson, and Debbie Swanson and Jimmie Wilson Jr.

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

There were no public comments given.

AGENDA

- 1. AUDITED FINANCIAL REPORT.....RANA EMMONS**
- 2. LICENSE PLATE READERS.....WASHTENAW COUNTY SHERIFF**
- 3. YCUA WATER AND SEWER RATE CHANGES.....LUTHER BLACKBURN**
- 4. AGENDA REVIEW.....SUPERVISOR STUMBO**
- 5. OTHER DISCUSSION.....BOARD MEMBERS**

AUDITED FINANCIAL REPORT.....RANA EMMONS

Rana Emmons gives the following report on the audited financial statement “Tonight we are reviewing the audited financial statement for the Charter Township of Ypsilanti as of December 31 2021. It is an unmodified opinion, which is the highest level of audit opinion possible. So in layman's terms, a clean audit opinion, no disclaimers, exceptions.” She

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 WORK SESSION
PAGE 2

continues that there is nothing bad to report this evening and will just give a few highlights. Starting off property tax or taxable values this year were up 3.8%, it's very similar to the year before and very consistent. The state shared revenue went up this year significantly, almost 13% and that, of course is from the sales tax and income tax that the state collects. The funds are then distributed down to the local units, such as the township. The state did the 2020 census adjustment, that's part of the whole formula on state shared revenue. So you will see a slight bump next year. The general fund ending fund balance is 7,976,000. The building department saw an increase in revenue this year from the prior year. That just kind of gives you an indicator of how much activity is going on building wise in within the township from year to year. That went up about 16% over the prior year and that indicates a lot of activity in fiscal year 2021. New this year in the financial statements is the American Rescue Plan Act funds. We received the first installment of two in fiscal year 2021, the Township will receive the second one in fiscal year 2022. We have recorded it in a separate fund. So it'll be easy to see the funds and track the activity of how that's spent in the township. General Fund did come in under budget this year at \$945,000 under expenditures. The fire department added \$566,000 to their fund balance, but also of note is that now there's a separate fire capital fund for your fire capital millage. The township paid down \$790,000 in debt this year. That's principal paid and no new debt this year. Lastly, the pension funds, the net pension liability decreased \$916,000 this year, and the township had strong net investment income in the pension plan this year. Rana concludes the synopsis and asks if there are any questions.

Trustee Newman thanks Rana Emmons and Accounting Director Javonna Neel for their time and attention to his previous inquiries.

LICENSE PLATE READERS.....WASHTENAW COUNTY SHERIFF

Derrick Jackson from Washtenaw County Sheriff's Office (WCSO) explains Chief Clayton's memo regarding License Plate Readers (LPR). He begins by explaining that he is here today to add a little context, some clarity, to speak to some of the facts around how the WCSO would or would not use a technology should the township choose to move forward with the project. He described that he would also be talking about the values that really drove that decision. He continued by saying that he "wanted to state something that I think is pretty obvious, hopefully to most people, is that license plate readers alone by themselves, or police, for that matter, are not the answer to the root cause of violence in our streets. I think that we all know that. But it's important that we

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 WORK SESSION
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talk about that, that we understand that there are long term investments in community that need to be made, that there are community driven strategies that have to really attack this issue. That is crime or violence in our neighborhood. The sheriff often says that crime is not a police problem, right? We're one of the tools that helps to deal with crime. But it's not a police problem. It's a community problem. And so it's important that we have that context." Derrick goes on to explain the community engagement that was done, acknowledging that it sometimes seems like it takes too long and that it may seem really difficult to engage the community in conversations, however, it makes a lot of sense for the WCSO because it's all about principle based decisions. It comes back to the principles that the sheriff set out in his original community educational series several weeks ago. LPRs were brought up by the sheriff and the idea or the notion of using LPR's to him had some strategic advantages. The technology can be used to do some good things around solving crimes faster, potentially getting criminals off the street, and lowering the potential rate of retaliation. Just in the time that the WCSO started these conversations around LPR's and the LPR community engagement strategies, the sheriff's office found there were four very serious crimes in our community that were solved, thanks to LPR's being used by some of the communities around us. There was a murder in the community where everyone watched a man die on social media, but what they don't know is that part of what allowed law enforcement to arrest the person responsible was license plate readers down in Georgia. That helped bring him back to Michigan and he is now sitting in the Washtenaw County Jail. Additionally there was a carjacking, and there was another attempted murder. Lastly a home invasion that happened where the three teenagers broke into the lady's house when she was asleep, stole the car and lots of people know because it burst into flames at the end of that situation. The part that a lot of people don't know is that as deputies saw that stolen vehicle, and initiated a traffic stop, the teenagers fled, and the police began to pursue. Then when the vehicle fled towards Van Buren Township, which has license plate readers, the police officers were able to call off the pursuit because the deputy knew that technology was next door. There was no need to continue to pursue all they did was call over to Van Buren give the license plate number and the technology did its work. Van Buren was able to identify where the vehicle was.

Mr. Jackson continues to explain that it's also really important to point out that the sheriff was just as clear on the constitutional considerations of how technology like this could be used in a very negative way. To focus disproportionately on communities of color, to focus on poor neighborhoods to focus on a specific neighborhood, in a particular part of the township. That license plate readers and our research, I think what a lot of people know, in patrol cars can be just damaging to communities. Some types of LPR's that are within the patrol cars have been known to become what some people will call as a poor tax by way of using it to ticket and fine people in lower income areas of the community.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 WORK SESSION
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That is not what is being talked about or considered here today. The things that we are talking about is something very different.

Mr. Jackson continues by explaining that the Sheriff and Supervisor Stumbo agreed that before any decisions were made, that community engagement needed to be done. Those events were not about us convincing the community that this technology was good or bad. Through the engagement a lot was learned. The WCSO heard the community loud and clear when they said they did not want license plate readers to be used for minor traffic citations and so the policy is reflective of that. We heard people loud and clear when they expressed that they didn't want license plate readers to be used for immigration enforcement, for minor crimes, or for traffic citations. It was also heard very loud and clear though, that people are really concerned about the rise of violence in our community and that people want things done. Yes, the community needs long term solutions so that people don't feel like they need to pick up a weapon or to carjack someone or robbed them or break into their home, but they also expressed that they want immediate solutions. WCSO heard the community say they do not want specific neighborhoods targeted and the WCSO agrees 100%, the technology would not be used to target specific neighborhoods or geographic areas of the township. The engagement sessions also heard a lot of people talking about if the private companies can share information and your data with non-law enforcement related activities and the WCSO won't do that. It is an important thing to point out. The WCSO understands that for some people, regardless of what is said, regardless of what the policy is, trust is a major issue. For those who don't know, for over a decade now, the sheriff's office here in partnership with the township has used video camera technology spread across the township in a very similar way. Different technology, but still camera technology. In using a video camera technology, there would not be a deputy watching those cameras 24/7. It would also only be used for major crimes. If the township was to install the LPR system in alignment with these values, and this limited scope, the sheriff would allow deputies to utilize the technology, if you follow these values of the draft policy that people have seen. There is a community engagement report that was developed for the sheriff that will be available and public in a few days. Mr. Jackson asks if there are any questions.

Trustee Newman asked if there would be a monthly report available.

Mr. Jackson responded by explaining that there would be regularly occurring public reports.

Trustee Peterson asked about how many people attended the neighborhood watch meetings that the WCSO presented at. Mr. Jackson responded that it was hard to say but that they were well attended. Beyond that, the office also had lots of calls and individual conversations.

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MINUTES OF THE AUGUST 16, 2022 WORK SESSION
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Trustee Peterson followed up with a question about the 30-day data capture, and how that capture could continue to 90 days if needed.

Mr. Jackson begins by explaining the context of the question, so people know what is being talked about. The license plate readers only capture the license plate that is put in there. Therefore, the license plates are active at all times. However, the officers have to put a specific plate in, and then it starts looking for that specific plate. Therefore, it is not looking for your plate if you are not involved in a crime. From there it has stored in there automatically for 30 days, and then automatically deleted. However, you can imagine that there may be cases that go on for longer than 30 days, just like the video camera system we have now when we need to keep that and retain that evidentiary information for longer. So we can manually go in if needed related to the case and keep that for longer than 30 days if we need to.

Trustee Peterson follows up with asking how we can be assured or see that those 30 day automatic deletions are happening as intended, and if the policy would be available to the public at all times?

Mr. Jackson explained that this would be a particular thing that would have to be discussed with a vendor that was selected, if this moves forward. The policy is currently on the website and will be there for the public at all times.

Trustee Swanson thanked Mr. Jackson for the presentation and then asked if it would be possible to have a community oversight committee, and a question about cooperation between the municipalities and the sheriff's office. For example, if a community did not want LPR's to be used, if the WCSO would work in cooperation with that municipality to ensure that there was cooperation and collaboration about that as well as other policies.

Mr. Jackson agreed that the WCSO current community oversight committee would be a good suggestion. He further explained that if a municipality did not want to use LPR technology to solve crime, which would be their choice, the WCSO would be bound to follow the policy in place for the department.

Trustee Wilson says that most of his questions would be for a potential vendor but also has concerns if the Sheriff was ever not there, if a new Sheriff was elected, what would happen then.

Mr. Jackson explained that the last 14 years of his work and the principle-based policies in place are strong in a way that a new sheriff would not just be able to change them and undo all of that established work overnight.

Clerk Jarrell Roe clarified that these would not be used for minor traffic violations, expired tags, things of that nature. Clerk Jarrell Roe asked about the training for officers and how they would ensure proper education around the policy and technology.

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MINUTES OF THE AUGUST 16, 2022 WORK SESSION
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Mr. Jackson confirmed that they would not be used for minor violations, in line with the policy, and that training would occur for officers.

Supervisor Stumbo asked how the WCSO handles “be on the lookout” calls. At this last week’s police services meeting and was surprised to hear that the current practice includes anything from writing it down on a paper in your pocket or having a piece of paper with the numbers on the dash board to look at while driving. She asked Mr. Jackson if he could explain this, any further.

He explained that current practice varies and that with this type of technology it would streamline that practice as well as actually reduce contact with police officers. They would be able to more accurately locate a care and not rely on their hand written notes, and eyes at nighttime, but rather the technology doing its job and correctly identifying a car.

Supervisor Stumbo continued by asking how they respond currently when another community sends out a message, how is that relayed to the officers on duty?

Mr. Jackson explained that there is a number of ways that the deputy can get it, they can get it at briefing, maybe the shift prior to them arriving on shift has a specific vehicle that was stolen or they are looking for.

Supervisor Stumbo asks when and how the township deputies would be notified of a “be on the lookout?”

Mr. Jackson explains that it depends on what the incident is and where it is going, or potentially headed.

Supervisor Stumbo asked about the shooting that occurred during the day in West Willow, and how they were able to locate the suspect in Georgia.

Mr. Jackson states that because that case is still going on he could not go into much detail but in short, the plate number was put out into a larger network and captured in Georgia.

Supervisor Stumbo asked if the department had looked into other places LPR policies.

Mr. Jackson explained that he did not, but also other police departments may have different values and principles.

Supervisor Stumbo adds that a woman who was killed in Van Buren, the suspect was captured because of their LPR technology. She adds that the 14-Point presentation given at the County Board of Commissioners on how to address the violence, and specifically the shooting, they said that 85% of it is retaliation. She clarifies that she heard this technology could help remove the person sooner, which helps with the retaliation.

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Mr. Jackson confirms that, that could be true and help reduce retaliation and that retaliation is 85% of the gun violence we see in the community.

Supervisor Stumbo asks if the survey taken will be made public and points out that there was no limit, on how many times one person could take the survey, if they were township residents and a few other flaws in the metrics used. Mr. Jackson acknowledges the flaws in the metrics used and states that it will be made public in the next few days.

Treasurer Eldridge adds that there's been a lot of discussion and back and forth about if an LPR system reduces crime and that it is impossible to quantify what didn't happen, because you have a system. He asked if Mr. Jackson was aware, and if he could explain the benefits seen at a large apartment complex on the west side of the township, and how the number of crimes there has significantly reduced since using the LPR technology.

Mr. Jackson explains that he was not the best person to speak on that particular area and the numbers.

Supervisor Stumbo concludes by stating that transparency and accountability is very important in every process that we do and that having correct information is necessary. The township has been waiting for a presentation and to hear more information, and that the discussion was helpful. Supervisor Stumbo opens up questions for the public to Mr. Jackson. There were a number of questions and comments given by area residents, some from the township and some from out of the township. Supervisor Stumbo explained that the board would keep residents informed and come back with answers to any specific questions that were raised.

YCUA WATER AND SEWER RATE CHANGES.....LUTHER BLACKBURN

Luther Blackburn, Director of YCUA explains the water and sewer rate proposal, and states that the YCUA board and Ypsilanti City council still needs to meet to approve, as well. Included in the board packet is a breakdown of the details of the increase in the water bill for a township resident it is approximately \$3.81 and that is based upon an average usage of 10 units of water. Mr. Dwayne Harrigan, Finance Director is here as well and is available to answer any questions or details regarding the YCUA budget. The main drivers behind the 4% increase in water and sewer rates is of course a recovery for the water department from COVID. It had a significant impact on water usage within the department. Definitely rising inflation 40 year record highs, impact costs for fuel utilities such as electricity and natural gas for the plant.

Trustee Newman explains that he noticed Ann Arbors rate increase was higher, as well as other communities and thought that the YCUA request was reasonable.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 WORK SESSION
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Clerk Jarrell Roe asks a clarifying question regarding the pass through in our current ordinance that would cover the Great Lakes Water Authority pass through cost, and wanted to understand if this proposal was beyond that amount, and if everyone was aware of that language in the ordinance. Mr. Blackburn states that is correct. The proposal this year for consideration is an increase that is above that increase. Therefore, the increase from Great Lakes a year was 3.1%. We are proposing a 4% water increase. Therefore, nine tenths higher than that of the Great Lakes water increase.

Mr. Blackburn was asked what would happen if the increase was not voted in and he explained that would force us to go back and make some very difficult decisions. These dollars are needed to maintain and provide the level of service that this utility does very well and above and beyond what other utilities do. Our rates especially within the township are extremely competitive. Mr. Blackburn explains that he would really like to avoid making those extremely difficult decisions regarding the levels of service that we provide to the community.

Trustee Peterson, who sits on the YCUA Board on behalf of the township, explains that YCUA has had some very large unexpected projects this past year, that included a large amount of overtime costs and material costs, but the work had to be done. She also explained that the cost of chemicals have gone up significantly. She explains that we always try to keep rates low and have done a good job of that in the past. She asks if our rates are still lower than other communities are. Mr. Blackburn confirms that our rates are very competitive.

Trustee Swanson thanks Mr. Blackburn and Mr. Harrigan for coming to us and giving us information. I know that earlier, you have come to the board and talked about some infrastructure and bonding. Trustee Swanson expressed that she would be interested in learning more about how infrastructures is lumped into this increase. I would be interested in learning more specifically about that, because I know that you have been in front of us before talking about how we were planning for that infrastructure and would like to understand exactly how those different costs sparse out in the increase.

Mr. Blackburn explains that the budget highlight document in the packet is a quick summary of some of the capital projects that YCUA is planning to perform in the next fiscal year. Upgrades to multiple water pump stations, a project at the wastewater treatment plant for the odor control system. The probable cost of those projects are listed in that highlight document that's part of the board packet. And all those projects, I can come back and do a presentation but they're readily available on YCUA's website that are part of what's called our drinking water revolving fund project plan and State Revolving Fund project plan. Typically, for the next three to five years, we submit those to the State of Michigan for consideration and loan forgiveness and low interest loans. It is a component of the reason for the rate increase the rate increase is a portion of the debt payments that we have to pay for the projects that we have performed, and consideration

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 WORK SESSION
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of the projects that are coming up in this next fiscal year. It does not cover all the projects that are listed out in the next three to five years.

Mr. Blackburn continues to explain the costs for chemicals typically are centered on sodium hypochlorite. Since the pandemic, the access to raw material chlorine has become extremely difficult. We normally would procure a one-year contract with vendors after a bid process. We are currently unable to even procure a one-year contract. We are currently only working on quarterly prices that they can hold firm. So typically chlorine we are seeing prices 30 40% higher than we have in the past. Other increasing costs, of course, electricity.

Supervisor Stumbo apologizes and explains that we only have a few minutes before the regular meeting starts. She expresses that she has questions and wants to understand how much of the 4% increase is going for the projects. What is specifically going towards the sewer and water rate and has concerns about the ready to service rate because residents can control their budget by how many units they use, but that readiness to serve fee is not something they can control. It is around \$16.80 and \$16.09 every bill regardless of water used.

The Work Session meeting was adjourned at approximately 6:58pm.

Respectfully Submitted,

Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 REGULAR BOARD MEETING**

Supervisor Brenda 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

Six public comments were given.

3. CONSENT AGENDA

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

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR AUGUST 2, 2022 IN THE AMOUNT OF \$1,390,191.50**
- 2. STATEMENTS AND CHECKS FOR AUGUST 16, 2022 IN THE AMOUNT OF \$904,244.87**
- 3. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR JULY 2022 IN THE AMOUNT OF \$58,149.50**
- 4. CLARITY HEALTHCARE ADMIN FEE FOR JULY 2022 IN THE AMOUNT OF \$1,282.95**

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

The motion passed unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters detailed the latest in the case involving the Gault Village shopping center. He stated a hearing is scheduled for August 19, 2022 to order the owner to demolish the building or, if they refuse, to give the township authority to have it demolished.

Attorney Winters discussed Lynx-DX, the COVID testing site currently located at the old Walmart building on Ellsworth. He stated Pastor Crout of New Covenant Baptist

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 REGULAR BOARD MEETING
PAGE 2**

church had agreed to let the testing site re-locate to the church parking lot, which is located in West Willow. He added the temporary use permit for Lynx-DX expires and they will need to reapply to the ZBA. Attorney Winters stated that all information for the possible re-location to New Covenant Baptist Church had been given to Washtenaw County and Lynx-DX, but no one has contacted Pastor Crout to discuss.

NEW BUSINESS

1. REQUEST TO APPROVE PROFESSIONAL SERVICES FROM ERNAT CONSULTING TO SUBMIT TWO GRANTS ON BEHALF OF YPSILANTI TOWNSHIP IN THE AMOUNT OF \$14,000.00 BUDGETED IN LINE ITEM #101-272-801-000

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve professional services from Ernat Consulting to submit two grants on behalf of Ypsilanti Township in in the amount of \$14,000.00 budgeted in line item #101-272-801-000 (see attached).

Supervisor Stumbo stated this is to have Ernat Consulting submit a grant for North Bay Park and another for soil erosion at Loonfeather and Ford Lake Park.

Beth Ernat stated that she and her husband had a combined fifty years of experience in municipal government and economic development. She added that in her last position she had brought in approximately \$7,000,000.00 in grant funding.

Trustee Swanson stated that she was concerned the grant request for North Bay Park was not enough to do everything needed including the walkway. Ms. Ernat explained that multiple grants could be applied for to reach the amount needed and that was something they had done with the grants on the agenda tonight for the recycling carts.

The motion carried unanimously.

2. REQUEST TO AUTHORIZATION TO APPROVE RECYCLING AND ORGANICS INFRASTRUCTURE GRANT AGREEMENT WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL, GREAT LAKES AND ENERGY (EGLE)

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the Recycling and Organics Infrastructure Grant Agreement with the Michigan Department of Environmental, Great Lakes and Energy (see attached).

Michael Hoffmeister, Residential Services Director, stated that the next three items on the agenda were grant approval requests for purchasing recycle carts. He added the three grants total \$863,830.00 to purchase and implement recycling carts for single family homes in the township.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 REGULAR BOARD MEETING
PAGE 3**

The motion carried unanimously.

3. REQUEST TO APPROVE THE GRANT AGREEMENT WITH THE RECYCLING PARTNERSHIP (TRP)

A motion was made by Trustee Wilson and seconded by Treasurer Eldridge to approve the grant agreement with the Recycling Partnership (TRP) (see attached).

Trustee Swanson thanked Mr. Hoffmeister for the work done on this project. She added that it is great that residents who currently rent the carts will be getting a refund. She added that she thinks there could be some growing pains as people adjust to using another large bin for recycling.

Trustee Peterson asked how the old containers would be collected and how renters would be reimbursed. Mr. Hoffmeister stated that renters will have to call Waste Management to cancel their rental and Waste Management would then collect the cart and issue the refund.

The motion carried unanimously.

4. REQUEST AUTHORIZATION TO APPROVE THE MEMORANDUM OF UNDERSTANDING FOR A WASTE REDUCTION SPONSORSHIP WITH WASHTENAW COUNTY GOVERNMENT

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the Memorandum of Understanding for a Waste Reduction Sponsorship with Washtenaw County Government (see attached).

The motion carried unanimously.

5. REQUEST AUTHORIZATION TO APPROVE THE MICHIGAN NATURAL TRUST FUND AGREEMENT AMENDMENT

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to approve the Michigan Natural Trust Fund Agreement Amendment (see attached).

Michael Hoffmeister, Residential Services Director stated this is an amendment to extend the project agreement for Loonfeather Park that expires August 31, 2022.

The motion carried unanimously.

6. REQUEST AUTHORIZATION TO WAIVE SECTION 3.2.6.4 OF THE TOWNSHIP FINANCIAL POLICY AND TO PURCHASE 15,250 RECYCLE CARTS FROM CASCADE CART SOLUTIONS FOR \$880,287.50 BUDGETED IN LINE ITEM #220-901-978-060.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Wilson to authorize waiving section 3.2.6.4 of the Township Financial Policy and to purchase

**CHARTER TOWNSHIP OF YPSILANTI
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PAGE 4**

15,250 recycle carts from Cascade Cart Solutions for \$880,287.50 budgeted in line item #220-901-978-060.

Michael Hoffmeister, Residential Services Director stated the township had worked twice previously in the past with Cascade Cart Solutions and they are very familiar with our township. This entire project is funded by three different grants on the agenda tonight.

The motion carried unanimously.

7. REQUEST TO APPROVE NEW TOWNSHIP LOGO BRAND STANDARDS

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to approve the new township logo brand standards.

Michael Hoffmeister, Residential Services Director, detailed the process of creating the new logo and stated it wouldn't be rolled out until our new website is ready to go.

Discussion continued on the logos. Supervisor Stumbo did not like one of the buildings on the logo to the far right.

The motion carried unanimously.

8. REQUEST AUTHORIZATION TO APPROVE CE SERVICES BUDGET AMENDMENT REQUEST WITH OHM FOR \$14,300.00 FOR THE HURON STREET TRAIL PROJECT BUDGETED IN LINE ITEM #213-901-986-009.

A motion was made by Trustee Peterson and seconded by Treasurer Eldridge to approve a CE Services budget amendment request with OHM for \$14,300.00 for the Huron Street Trail Project budgeted in line item #213-901-986-009.

Michael Hoffmeister, Residential Services Director stated that this is for changes that have taken place for the Huron Street Trail Project and that some additional engineering services needed to be completed.

The motion was carried unanimously.

9. REQUEST TO APPROVE MID AMERICAN GROUP OF NEWPORT MICHIGAN TO PROVIDE SERVICES LISTED IN QUOTE IN THE AMOUNT OF \$27,500.00 AND SOLOMAN DIVING OF MONROE MICHIGAN FOR DIVING SERVICES IN AN AMOUNT NOT OT EXCEED \$6,407.50 TO INSTALL A BUOY SAFETY LINE AT THE HYDRO STATION, BUDGETED IN LINE ITEM #252-535-930-001

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to approve Mid American Group of Newport Michigan to provide services listed in quote in the amount of \$27,500.00 and Soloman Diving of Monroe Michigan for

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 REGULAR BOARD MEETING
PAGE 5**

Diving Services in an amount not to exceed \$6,407.50 to install a buoy safety line at the Hydro Station, budgeted in line item #252-535-930-001.

Michael Saranen stated this project was started last year as a follow up to our federal inspection from FERC. He detailed the project and explained how the buoys would be installed.

The motion carried unanimously.

10. REQUEST TO APPROVE UIS OF DEXTER AS A SINGLE SOURCE TO PROVIDE SERVICES LISTED IN QUOTE TO AUTOMATE THE SLUICE GATES AT THE HYDRO STATION IN THE AMOUNT OF \$39,995.00 BUDGETED IN LINE ITEM #252-000-971-001

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve UIS of Dexter as a single source to provide services listed in quote to automate the sluice gates at the Hydro Station in the amount of \$39,995.00 budgeted in line item #252-000-971-001.

The motion carried unanimously.

11. REQUEST TO ACCEPT WATER QUALITY GRANT AND APPROVE THE PURCHASE OF EQUIPMENT FROM FONDRIEST ENVIRONMENTAL QUOTE IN THE AMOUNT OF \$19,950.89 BUDGETED IN LINE ITEM #252-535-977-000

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to accept the water quality grant and approve the purchase of equipment from Fondriest Environmental quote in the amount of \$19,950.89.

Michael Saranen detailed this grant and project.

The motion carried unanimously.

12. FIRST READING OF ORDINANCE 2022-500, AN ORDINANCE TO AMEND CHAPTER 62 ARTICLE IV, SECTION 62-76 (A)(1) OF THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST WATER SERVICE RATES

Clerk Lovejoy Roe read the ordinance into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Newman to approve the first reading of ordinance 202-500, an ordinance to amend chapter 62 article IV, section 62-76 (a)(1) of the Code of Ordinances, Charter Township of Ypsilanti, to adjust water service rates (see attached).

Supervisor Stumbo asked why the ready to service rate is being raised by \$.71 for water. Luther Blackburn, YCUA Director, stated that these rates cover the fixed

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 REGULAR BOARD MEETING
PAGE 6**

costs for the utility, such as maintaining pumps, service lines and meters. He added that these items still have to be maintained regardless how much water is sold.

Clerk Jarrell Roe asked about money set aside for water meter improvements under the capital improvement projects. Mr. Blackburn stated this project would be to install advanced metering infrastructure. He added that the current telemetry equipment used now is significantly out of useful life and that is difficult to obtain parts. He added they thought this would be a good time to bring in new technology.

Supervisor Stumbo stated that she would feel more comfortable with this if the YCUA Board voted first. She added that she knows the board will vet all the questions and will have more information. She added that she is not saying no to the increase.

A roll call vote was held.

Stumbo: No	Swanson: Yes	Wilson: Yes
Jarrell Roe: Yes	Newman: Yes	
Eldridge: Yes	Peterson: Yes	

The motion carried.

13. FIRST READING OF ORDINANCE 2022-501, AN ORDINANCE TO AMEND CHAPTER 62 ARTICLE IV, SECTION 62-76 (A)(1) OF THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST SEWAGE DISPOSAL RATES

Clerk Jarrell Roe read the ordinance into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the first reading of ordinance 202-501, an ordinance to amend chapter 62 article IV, section 62-76 (a)(1) of the Code of Ordinances, Charter Township of Ypsilanti, to adjust sewage disposal rates (see attached).

Supervisor Stumbo stated that it is 4% for sewer and water.

Mr. Blackburn stated this would be about \$400,000.00 in additional revenue. He also added that the average increase to a customer would be \$3.81 per ten units of usage.

Stumbo: No	Swanson: Yes	Wilson: Yes
Jarrell Roe: Yes	Newman: Yes	
Eldridge: Yes	Peterson: Yes	

The motion carried.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 REGULAR BOARD MEETING
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14. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES LOCATED AT 2041 PARKWOOD, 521 EUGENE, 1473 ECORSE AND 493 WOODLAWN IN THE AMOUNT OF \$10,000.00 EACH BUDGETED IN LINE ITEM #101-729-801-023

A motion was made by Treasurer Eldridge and Supported by Trustee Wilson to authorize circuit court litigation to abate public nuisances located at 2041 Parkwood, 521 Eugene, 1473 Ecorse and 493 Woodlawn in the amount of \$10,000.00 each budgeted in line item #101-729-801-023.

Supervisor Stumbo stated there is a memo about this in the packet, as well as some pictures that were shown during the meeting.

The motion carried unanimously.

15. REQUEST TO RENEW DISPATCHING CONTRACT WITH EMERGENT HEALTH PARTNER INC. (HVA)

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the request to renew the dispatching contract with Emergent Health Partner Inc. (HVA).

Chief Copeland stated that this should have renewed July 1. He added that this is a 5% increase and they had reviewed the calls and found that the increase is correct.

The motion carried unanimously.

16. REQUEST TO APPROVE L-4029, 2022 TAX RATES FOR 2023 BUDGET

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the L-4029, 2022 tax rates for 2023 budget (see attached).

Supervisor Stumbo stated that the approval of the L-4029 starts the budget process for the township. This is also a reduction in tax levy from 2021 rates.

The motion carried unanimously.

17. REQUEST TO ACCEPT THE RESIGNATION OF LARRY KRIEG AND GAGE SMITH FROM THE PLANNING COMMISSION EFFECTIVE IMMEDIATELY

A motion was made by Trustee Peterson and seconded by Trustee Newman to accept the resignation of Larry Krieg and Gage Smith from the Planning Commission effective immediately.

Supervisor Stumbo stated that Mr. Krieg had been on the Planning Commission for 14 years and that he felt it was time for other people to serve. He was a valuable member of the planning commission for many years. She added that Mr. Smith had moved out of the township and had to resign.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 REGULAR BOARD MEETING
PAGE 8**

The motion carried unanimously.

18. REQUEST TO APPOINT RYAN HUNTER TO THE PLANNING COMMISSION

A motion was made by Trustee Wilson and seconded by Trustee Swanson to appoint Ryan Hunter to the Planning Commission.

Supervisor Stumbo stated that Mr. Hunter also serves on the AAATA board.

The motion carried unanimously.

19. REQUEST TO APPROVE THE 2022-2023 CONTRACT WITH WASHTENAW COMMUNITY COLLEGE FOR BUILDING USE AT THE COMMUNITY CENTER

A motion was made by Trustee Peterson and seconded by Trustee Newman to approve the 2022-2023 contract with Washtenaw Community College for building use at the Community Center (see attached).

Supervisor Stumbo stated there had been a slight increase in revenue this year and that some of the rooms being used had changed.

The motion carried unanimously.

20. RESOLUTION 2022-09, RESOLUTION AUTHORIZING THE DIVISION OF A PLATTED LOT ON EAST GRAND BLVD.

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Treasurer Eldridge and seconded by Trustee Newman to approve Resolution 2022-09, a resolution to authorize the division of a platted lot on East Grand Blvd (see attached).

Supervisor Stumbo stated that the staff planner had verified that the boundary line will not create any new non-conforming conditions. She also added that approval was subject to the removal of a garage addition, which had been completed.

The motion carried unanimously.

21. REQUEST TO ENTER INTO NEGOTIATIONS AND SELL TOWNSHIP OWNED PROPERTIES AT 475 GREENLAWN (K-11-11-332-028) AND 481 GREENLAWN (K-11-11-332-029)

A motion was made by Trustee Wilson and seconded by Clerk Jarrell Roe to approve entering into negotiations to sell township owned properties at 475 Greenlawn (K-11-11-332-028) and 481 Greenlawn (K-11-11-332-029).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 REGULAR BOARD MEETING
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22. REQUEST TO SET A PUBLIC HEARING ON SPECIAL ASSESSMENT ROLLS IN ACCORDANCE WITH PUBLIC ACT 188 OF 1954, TO BE HELD ON SEPTEMBER 20, 2022 AT 7:00PM

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to set a public hearing on special assessment rolls in accordance with Public Act 188 of 1954, to be held on September 20, 2022 at 7:00pm.

Supervisor Stumbo stated this is part of the special assessment process and occurs every year.

The motion carried unanimously.

23. REQUEST TO PURCHASE HIGH SPEED ELECTION TABULATORS AND ASSOCIATED SOFTWARE IN THE AMOUNT OF \$132,815.00 BUDGETED IN LINE ITEM #101-262-977-000 AND THE SERVICE AND MAINTENANCE AGREEMENT IN THE AMOUNT OF \$106,200.00 TO BE BUDGETED IN THE FUTURE IN LINE ITEM #101-262-933-001.

A motion was made by Treasurer Eldridge and seconded by Trustee Peterson to approve the purchase of high speed election tabulators and associated software in the amount of \$132,815.00 budgeted in line item #101-262-977-000 and the service and maintenance agreement in the amount of \$106,200.00 to be budgeted in line item #101-262-933-001.

Clerk Jarrell Roe stated that these scanners would be used for the absentee counting board. She added that these are more efficient and will allow for election results to be available quicker. Clerk Lovejoy Roe added that these more efficient machines should lead to us not having to rent space outside of the Civic Center and should reduce overtime costs associated with late hours of the AVCB.

Trustee Newman asked if these new tabulators would be available for the next election. Clerk Lovejoy Roe answered that we would have the scanners and be able to be trained before the November election.

The motion carried unanimously.

24. REQUEST TO APPROVE AND ACCEPT THE PROPOSAL AND DESIGNATE TRENDSET COMMUNICATIONS GROUP AS THE TOWNSHIP'S PREFERRED NETWORK CABLE INSTALLER VALID UNTIL SEPTEMBER 2026 AND AUTHORIZE FORGOING THE BID REQUIREMENTS FOR NETWORK CABLING JOBS VALUED UNDER \$10,000.00

A motion was made by Clerk Jarrell Roe and seconded by Trustee Wilson to approve and accept the proposal and designate Trendset Communications Group as the Township's preferred network cable installer valid until September 2026 and

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 16, 2022 REGULAR BOARD MEETING
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authorized forgoing the bid requirements for network cabling jobs valued under \$10,000.00.

Clerk Jarrell Roe stated that in the past when we have gone out for bids for this kind of work we have had difficulty getting people to bid. She added that this company would be on call to do any network cabling under \$10,000.00.

The motion carried unanimously.

25. RESOLUTION 2022-11, RESOLUTION REGARDING THE TEMPORARY ROAD CLOSURE FOR US BANK 5K

Clerk Lovejoy Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve Resolution 2022-11, resolution regarding the temporary road closure for US Bank 5K (see attached).

Supervisor Stumbo stated that the township had to give authorization first, then the Washtenaw County Road Commission would give final approval.

Trustee Swanson stated that she had concerns about the road closure on Grove Rd. in addition to the current construction. Treasurer Eldridge stated that the road closures should be minimal, for no more than an hour to ninety minutes. Supervisor Stumbo stated that she believed the work on Grove Rd. should be completed by the date of this road closure.

The motion carried unanimously.

26. BUDGET AMENDMENT #11

Clerk Jarrell Roe read the budget amendment into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve budget amendment #11 (see attached).

Supervisor Stumbo reviewed the details of the budget amendment.

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. REQUEST TO REALLOCATE 2022 CAPITAL OUTLAY FIRE STATION FUNDS BUDGETED IN LINE ITEM #217-901-976-005 IN THE AMOUNT OF \$80,000.00 AND SEEK SEALED BIDS FOR PAINTING PROJECTS AS OUTLINED

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve reallocating 2022 Capital Outlay Fire Station funds budgeted in line item

**CHARTER TOWNSHIP OF YPSILANTI
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#217-901-976-005 in the amount of \$80,000.00 and seek sealed bids for painting projects as outlined.

The motion carried unanimously.

OTHER BUSINESS

There was no other business discussed.

BOARD MEMBER UPDATES

Supervisor Stumbo gave congratulations to Trustee Wilson on his recent election win. She added that there had been a lot of questions on the impending vacancy, but there would not be a vacancy until after the November election.

A motion to adjourn was made by Trustee Peterson and seconded by Trustee Wilson.

Motion carried unanimously.

The meeting was adjourned at approximately 9:30pm.

Respectfully Submitted,

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

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

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August 10, 2022

Supervisor Brenda Stumbo
Ypsilanti Charter Township
7200 Huron River Dr.
Ypsilanti, MI 48197

Dear Supervisor Stumbo,

At the request of the Township Executive Team, Ernat Consulting has reviewed Michigan Natural Resources Trust Fund (MNRTF) Grant program. MNRTF grants are being offered and administered through the Department of Natural Resources (DNR) and will support projects specific to natural resource protection and outdoor recreation, specifically trails, regional significant projects, public access to lakes and rivers, wildlife habitat and hunting access. This grant program requires committed matching funds. There is approximately \$15-20 million in funds available annually and grant amounts will range from \$15,000 to \$300,000.

Ernat Consulting has met with elected officials and staff and have been advised that North Bay Park is in critical need of renovation to the bathrooms, walking trail to the water, and boardwalk. An engineer's estimate will be needed for submission of the application.

Trust Fund applications are accepted annually and are due by April 1st and awards are made within 12 to 18 months of the application. Applications with committed matches and portions of larger projects are encouraged.

Ernat Consulting is well positioned to prepare a grant application on behalf of Ypsilanti Charter Township. We feel this is an excellent opportunity to make this grant request as we are preparing the larger TAP grant request for the Lake Loop project and potentially the SPARK grant for the shoreline improvements. The access to lake at North Bay Park will be a critical piece of the Lake Loop project and matching funds to the MNRTF and TAP grant application can be shown. The team for this project will include Bill and Beth Ernat. We bring a combined 50 years of experience in writing and preparing municipal grants.

Proposal

Project Preparation. This section is expected to take 2-3 weeks and approximately 10-20 hours of work time and will include:

- Review of existing park

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- Review of grant rules and procedure
- Creation of project narrative
- Creation of preliminary project budget
- Commissioning of Engineer review and Estimate

Submission. This section is expected to last 3-4 weeks and approximately 30 hours of work time and will be on-going from start of project through formal submission.

- Creation of timeline
- Prepare an approved final budget
- Draft and presentation of proposal
- Coordination and agreements with fundings sources, project sponsors, and other agencies
- Submission of applications

Project Deliverables

The following will be provided to the Township for review and approval before final submission electronically of the grant.

- Complete grant narrative and program guide for execution of grant award.
- Complete grant budget
- Project timeline

Additional Scope

Other grants and funding matches or opportunities may become available during the preparation of the grant submission. Ernat Consulting is willing to make additional applications at its hourly rate of \$100/hour or by addendum to this contract.

Fee

The fee for this project would be up to **\$7,500.00**. A lump sum of \$4,500 for the application and materials required to submit the grant would be due within 15 days of receipt of project deliverables. A lump sum of \$3,000 will be due within 15 days upon notice of award of grant. If no grant award is made, no additional payment would be expected. This fee includes all time and expenses associated with the preparation of the project deliverables. This fee does not include the engineering costs for review or estimate of construction cost.

If you are in agreement with the above proposal, please sign and date below and return to us by August 31, 2022.

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor
Signature of acceptance

Aug. 18, 2022
Date

Heather Jarrell Roe
Heather Jarrell Roe, Clerk

Aug. 18, 2022
Date

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Please feel free to reach out with any questions at 734-945-9270. We look forward to working with you.

Warm Regards,



Bill Ernat

Bill and Beth Ernat

Ernat Consulting

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August 10, 2022

Supervisor Brenda Stumbo
Ypsilanti Charter Township
7200 Huron River Dr.
Ypsilanti, MI 48197

Dear Supervisor Stumbo,

At the request of the Township Executive Team, Ernat Consulting has reviewed Michigan Spark Grant program. Michigan Spark Grants are being offered and administered through the Department of Natural Resources (DNR) and will support projects that provide safe, accessible, public recreation facilities and spaces to improve people's health, introduce new recreation experiences, build on existing park infrastructure and make it easier for people to enjoy the outdoors. There is a total of \$65 million in funds and grant amounts will range from \$100,000 to \$1,000,000 in three rounds of funding. Financial matches are not required for this grant.

Ernat Consulting has met with elected officials and staff and have been advised that engineering studies of eroding shorelines in both Loonfeather and Ford Lake parks are being completed and this is an urgent issue. The Ford Lake study has been completed and we would recommend using this study for a round one application.

The DNR has not released the final program rules for the grant. There will be an eight-week application period once the rules have been released. Rules are expected to be released in September.

Ernat Consulting is well positioned to prepare a grant application on behalf of Ypsilanti Charter Township. We feel this is an excellent opportunity to make this grant request as we are preparing the larger TAP grant request for the Lake Loop project. The shore stabilization fits into the goals of connecting and enhancing the Township parks. The team for this project will include Bill and Beth Ernat. We bring a combined 50 years of experience in writing and preparing municipal grants.

Proposal

Project Preparation. This section is expected to take 1-2 weeks and approximately 10-15 hours of work time and will include:

- Review of engineering study
- Review of grant rules and procedure

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- Creation of project narrative
- Creation of preliminary project budget

Submission. This section is expected to last 2-3 weeks and approximately 25 hours of work time and will be on-going from start of project through formal submission.

- Creation of timeline
- Prepare an approved final budget
- Draft and presentation of proposal
- Coordination and agreements with fundings sources, project sponsors, and other agencies
- Submission of applications

Project Deliverables

The following will be provided to the Township for review and approval before final submission electronically of the grant.

- Complete grant narrative and program guide for execution of grant award.
- Complete grant budget
- Project timeline

Additional Scope

Other grants and funding matches or opportunities may become available during the preparation of the grant submission. Ernat Consulting is willing to make additional applications at its hourly rate of \$100/hour or by addendum to this contract.

Fee

The fee for this project would be up to **\$6,500.00**. A lump sum of \$4,500 for the application and materials required to submit the grant would be due within 15 days of receipt of project deliverables. A lump sum of \$2,000 will be due within 15 days upon notice of award of grant. If no grant award is made, no additional payment would be expected. This fee includes all time and expenses associated with the preparation of the project deliverables.

If you are in agreement with the above proposal, please sign and date below and return to us by August 31, 2022.

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor
Signature of acceptance

Heather Jarrell Roe
Heather Jarrell Roe, Clerk

8-18-2022
Date

8-18-2022
Date

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Please feel free to reach out with any questions at 734-945-9270. We look forward to working with you.

Warm Regards,



Bill Ernat

Bill and Beth Ernat

Ernat Consulting



**RECYCLING AND ORGANICS INFRASTRUCTURE GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND YPSILANTI CHARTER TOWNSHIP**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and of Ypsilanti Charter Township ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in Public Act No. 0166 of 2020. This Agreement is subject to the terms and conditions specified herein.

Project Name: Curbside Cart Project
 Amount of grant: \$580,630.00
 Amount of match: \$343,373.00 = 37%
 Start Date (date executed by EGLE): 8-22-2022

Project #: _____
 % of grant state 100 % of grant federal 0
 Project Total: \$924,003.00 (grant plus match)
 End Date: 9-30-2023

GRANTEE CONTACT:

Michael Hoffmeister
 Name/Title
Ypsilanti Charter Township
 Organization
7200 S Huron River Dr
 Address
Ypsilanti, MI 48197
 Address
734-544-3515
 Telephone number

 Fax number
mhoffmeister@ytown.org
 E-mail address
38-6007433
 Federal ID number - (Required for Federal Funding)
78-1488648
 Grantee DUNS number - (Required for Federal Funding)

STATE'S CONTACT:

Jeff Krcmarik
 Name/Title
Materials Mgt Division/Kalamazoo Office
 Division/Bureau/Office
7953 Adobe Rd.
 Address
Kalamazoo, MI 49009
 Address
269-615-2912
 Telephone number

 Fax number
krcmarik@michigan.gov
 E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Brenda L. Stumbo / Heather Jarrell Roe
 Signature
Brenda L. Stumbo / Heather Jarrell Roe
 Name/Title
Supervisor / clerk

 Date Aug. 19, 2022

FOR THE STATE:

Elizabeth M. Browne
 Signature
Elizabeth M. Browne, Director, Materials Management Division
 Name/Title

 Date August 22, 2022

44-031222

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement [other than budget line-item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) All products shall acknowledge that the project was supported in whole or in part by Recycling Program, EGLE, per the guidelines provided by the program.

(D) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2).

"Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to 5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANT PROJECT SCOPE

The scope of this project is outlined in the Grantee's Project Summary, Workplan, Timeline and Budget which is included in this Agreement in Appendix B,. The grantee shall adhere to the budget, tasks, deliverables, and timeline identified in Appendix B.

GRANT REIMBURSEMENT PROCESS

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 29, 2024. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

All grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement must be requested in conjunction with required, quarterly progress reports. Total payment made to the Grantee by the State shall not exceed the amount identified in this grant agreement. Any costs associated with the project that exceed the awarded grant amount shall be the responsibility of the Grantee. Reimbursement forms will be available on the EGLE's Recycling Program website located at Michigan.gov/MiRecycles.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

RECAPTURE

The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- a. it fails to comply with the entirety of the grantee's grant application attached, including all budget, tasks and timeline;
- b. it sells, exchanges, or disposes of any equipment described in this Agreement without the Grantor's written approval; or
- c. the State of Michigan determines that there has been a default under the Agreement and seeks reimbursement.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

The Grantee's obligation under this sub-section shall survive five years beyond the term of this Agreement.

REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period. A reporting calendar can be found in Section IV of the boilerplate agreement language.

QUARTERLY REPORTS

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2023.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect, along with an explanation and a description of tasks completed during the period.
- B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

- A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

- A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations. If at any time the Grantee becomes aware that any materials collected or processed in association with grant purchases are being disposed, the Grantee must immediately notify EGLE and must document the issue in the next quarterly report. The Grantee must also submit for EGLE review the steps that will be taken to address the issue and the expected timeframe for resolution.

V. ADDITIONAL COMMENTS

- A. Provide any additional comments relevant to the status of the project and its operations.

VI. FINANCIAL DOCUMENTATION

- A. Provide required documentation for funds expended during the reporting period, including proof of payment and proof of receipt of goods.

FINAL PROJECT REPORT

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2024. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

- A. Provide a description of the project funded.
 - i. Provide a 4-5 sentence summary of the project.
 - ii. Include any news articles and/or photographs as appropriate.
 - iii. Include the date project operations began and a discussion of the current status of project operations.
- B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.
- C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT DATA

- A. Diversion rate, participation rate, and geographical area.
 - i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.
 - ii. Provide diversion rates prior to the grant project, if known.
 - iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.
 - iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.
 - v. For the time period covered by this report, provide information on the geographical area served by the project.
 - vi. Provide previous information on the geographical area served by the program prior to the current grant project.
- B. Provide the following information for all education and outreach activities related to the grant project, as applicable:
 - i. Types of groups (audience) targeted.
 - ii. Types of promotional materials developed.
 - iii. Methods used to distribute information or materials.
 - iv. Planned/future educational efforts.

III. PROJECT COSTS: Provide the following information regarding costs required to implement the project:

- A. Provide the dollar amounts and a description of all program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
- B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.

D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

- A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.
- i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.
 - ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.
- B. Discuss any project accomplishments not included in the project's original goals and objectives.
- C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.
- D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.
- E. Describe the most successful components of the project and explain why you think they are successful.
- F. Describe the least successful components of the project and explain why you think they are not successful.
- G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.
- H. Provide a description of the motivation for pursuing this grant opportunity and how the need for the project was identified.

V. ADDITIONAL COMMENTS

- A. Provide any additional information relevant to the status of the project and its operations.
- B. Provide a description of opportunities that you may have identified after implementing this grant.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address:

EGLE-RecyclingGrant@michigan.gov

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GRANT PROGRAM PROPOSAL, WORKPLAN, BUDGET –

APPENDIX B

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EGLE Full Proposal: Ypsilanti Charter Township

Grant Category:

Select which Grant you are applying to:

Recycling Infrastructure

The Recycling Infrastructure Grants are designed to increase the statewide recycling rate, with the goal of achieving a 30% percent statewide recycling rate by 2025. Additionally, the Recycling Infrastructure Grants work to increase collection and processing capacity of recyclable materials or food waste, increase access to recycling or food waste composting infrastructure, and increase participation rates in recycling or food waste composting programs across Michigan. These grants give specific attention to quality. Funding or program partners working with Recycling Infrastructure Grant applicants must be actively involved with the implementation and operation of the proposed project.

General Information:

Primary Contact

Same as Profile

Organization Name:

Ypsilanti Charter Township

Please self-identify your organization type:

Public Sector

Project Information:

Project Title

Ypsilanti Township Recycle Program

Brief Project Description

NOTE: This concise description will be used in reports and other documentation.

The local waste/recycle company has recently increased their prices for the recycle rental carts, resulting in households returning or not renting the recycle carts, creating a reduction in the number of households recycling in the Township. The Township is proposing to use the grant and matching funds to purchase recycle carts for all of the 15,165 single-family and two-family households in the Township. The distribution of the free carts to each single and two-family household will eliminate rental/purchase fees for all recycling bins/carts, thereby encouraging all households to participate in the recycling program without any impact to their monthly expenses.

Project Goals and Objectives

What Recycling Infrastructure objectives does your project help to achieve?

(multiple can be selected)

Increase collection and processing capacity of recyclable materials or food waste across Michigan., Increase participation rates in recycling or food waste composting programs across Michigan.

Describe how your project meets the selected objectives:

There are approximately 15,165 single family and two-family households that are eligible to get curbside recycling. Of these households, Ypsilanti Charter Township has approximately 7,885 households currently participating in the recycling program, with 2,242 using the 96-gallon recycle cart. The remaining 5,643 participating households use either a 15-gallon bin purchased at the Township Hall or a 32-gallon cart purchased at a local retailer. Utilizing grant and matching funds, the Township is seeking to purchase 15,165 recycling carts to allow every household to participate in the recycling program, thereby increasing the collection of recycled materials. The Township is seeking EGLE funds to purchase 12,923 carts for those households that currently do not have a 96-gallon cart. The remaining 2,242 carts will be purchased using the matching funds from the Township and the Recycling Partnership.

What is the primary focus of your Recycling Infrastructure project?

Transition from recycling bins to carts, Additional carts for a new or existing recycling or food waste collection program

How does your project achieve the selected focus?

(If new materials are collected ensure that is described)

Ypsilanti Charter Township is proposing to purchase carts for all single and two-family households in the Township. There are approximately 7,885 households or 52% currently participating in the recycling program, with 2,242 or 14.8% of these households utilizing the 96-gallon cart. By purchasing a 96-gallon cart for each eligible household over 5,600 households will upgrading from a smaller 15-gallon or 32-gallon bin to a 96-gallon cart and over 7,200 households will be joining the recycling efforts of Ypsilanti Charter Township.

Describe your current program including (if applicable) collection method (curbside, drop-off, single stream, dual stream, source separated, etc.); volume of containers; collection frequency; list of materials collected; geographic area served including population and/or number of household/units serviced (if known); name and location of processor, broker, and/or end market (if known); description of operational funding sources (user fees, millage, special assessments, general funds, etc.); description of existing program partners/collaborators; description of existing recycling education/outreach program

Ypsilanti Charter Township currently has curbside, dual stream waste/recycle pickup for single-family and two-family residences and single stream for multi-family complexes and commercial buildings. Bi-weekly pickup has been arranged for all recycle customers. Waste Management is the disposal company and they utilize GFL Environmental Recycling Services in New Boston, Michigan as the end market. The recRecycle containers can be one of three sizes: 15-gallon containers and are available at the Ypsilanti Charter Township Center for \$15, 32-gallon containers with handles can be purchased at retail outlets and used with a recycle sticker, or a 96-gallon cart can be rented for \$4/month from Waste Management, by the household. Cycled materials include: cleaned out plastic containers that are #1, 2, 4, 5, or 7; emptied glass containers; aluminum cans, small kitchen cookware (free of food), metal pots/pans, disposable pie tins, and baking trays; and paper products that include corrugated cardboard, mail, brown paper bags, paperboard (i.e. cereal boxes, tissue boxes, etc), newspapers, glossy inserts, magazines, catalogs, books, telephone books, paper egg cartons, and paper towel rolls. Ypsilanti Charter Township is the area served, with approximately 15,165 single and two-family households eligible to participate in the program.

Describe how this project will show improvement from your current program:

As this will be at no-cost to the occupants of single and two-family residences, it is anticipated that the current households that utilize the 15 and 32-gallon bins will be able to recycle more goods and those 7,200+ households that are not currently participating will have an opportunity to participate in the recycling program.

As relevant, please provide metrics for your current collection or processing and expected change with the implementation of this project. Feel free to describe how collection / Processing volume was calculated. (optional)

The Township has curbside recycling available for all single-family and two-family households. There is approximately 15,165 single and two-family households in the Township. There is approximately 52 percent of these households currently participating, with only 36% participating on a collection date. Curbside recycling occurs on a bi-weekly basis. In 2020, there was 1,206.45 tons collected through the recycling program. With the additional participating households the recycling would increase proportionately. The goal is to have 100 percent of the single and two-family households participating in the program, which would nearly double the collected recycles. (The collection volume was provided by Waste Management, the contractor selected to do the residential waste/recycling.)

Current Annual Collection / Processing Volume:
Tons or cubic yards of material processed or collected

1,206

Expected Annual Collection / Processing Volume:
Tons or cubic yards of material processed or collected

2,000

Unit used:
Tons

Supporting Data (optional):

Current population and/or number of households served:
(Number of households)

15,165

Expected population and/or number of households served:
(Number of households)

15,165

If a drop-off, what is the current geographic area served:

NA

Describe how your project will benefit Environmental Justice or underserved and/or vulnerable populations:

With the elimination of rental fees, all households regardless of income will be encouraged to participate in the recycling program. According to the United States Census estimates for Ypsilanti Charter Township in 2019, 1651 households, or 7.5 percent of all households are 65 years of age or older and over 30 percent of the population is considered to be low- or -moderate income. Purchasing the carts for all single and two-family households will allow these households to participate in the recycling program at no cost to them.

Does your project incorporate educational efforts?

Yes

Briefly describe how your project incorporates educational efforts:

The Recycling Partnership will be participating in this recycling effort. They will be granting the Township \$1 per household or \$15,165 to be spent for educational purposes. The township is anticipating to include a list of eligible recycling materials to be presented with each of the 96-gallon carts. Furthermore, the list of eligible materials will continue to be posted on the Township's website, available at the Township Hall, and posted in the Township's newsletter.

Do you know how many tons of Greenhouse Gas (GHG) emissions will be avoided through this project?

No, and I don't have information to support this

Describe how your project addresses Greenhouse Gas emissions:

Greenhouse gases are often emitted with the decay/decomposition of waste materials in landfills. With the increase of recycling and the subsequent reduction of waste in the local landfill, gases emissions are anticipated to be reduced. Several greenhouse gases that are expected to be reduced are carbon dioxide, methane, and nitrous oxide.

Feel free to upload any supporting data for environmental and climate metrics:

(Optional)

Guidance on measuring environmental outcomes is included in "[Measuring Environmental and Economic Impact](#)".

What County or Counties will your project impact?

To select multiple counties hold "Ctrl" and click each county name. To unselect, continue holding "Ctrl" and re-click a highlighted county name

Washtenaw County

How would you categorize your geographical impact?

Regional impact refers to if your project impacts multiple counties or areas. County-wide projects should impact the whole county including in large cities and rural areas. Rural would consider any communities not in an urban area.

A specific city or urban area

Briefly describe the geographical impact of your project (How will a specific area, region, city, or county be impacted?):

With the increase of recycled materials, the amount of waste going to the local landfill will be reduced. This will be beneficial in two ways. First, greenhouse gas emissions and subsequent odors that can accompany those gases will be reduced thereby, improving the air quality in which to breathe. Secondly, a reduction in waste materials will lengthen the usefulness of the landfill and delay the need for a new landfill for a period of time.

Measuring Success: Describe how the project will be evaluated, including how success will be defined and measured. A final report will be required, which must include quantitative and qualitative results, lessons learned, and recommendations for future actions. Describe how evaluation results will be used and distributed, including any products that will result from the project.

The Township will evaluate the success of the recycling program by the number of (increased) participants in the recycling program as well as the (increased) tonnage of recycled goods that have been collected. The program will be evaluated and the results will be available on the Township website, at the township hall, as well as included in one of the township newsletters, which is distributed to all households in the Township.

If any, what are additional goals and objectives of this project?

In addition to increasing the number of participating single-family and two-family households in the recycling program, the Township anticipates that the general awareness of the recycling program will encourage all single-family and two-family households to participate as well as promote the future expansion of the recycling program to include the business community and multi-family households.

Upload any additional supporting data or information regarding this project:

(Optional)

Cascade Cart Solutions Proposal - Ypsilanti Twp 96g Recycling Carts. 8-12-21.xlsx

Partnerships and Collaborations

Describe community support and/or partners for the grant project. Describe how/if the funding provided in this grant is leveraging additional investment from partners.

Ypsilanti Charter Township is working with the Washtenaw County Water Commissioner's Office as well as The Recycling Partnership to promote the recycling efforts put forth through this grant application. The Washtenaw County Water Commissioner's Office is responsible for the health, safety, and welfare of the citizens of Washtenaw County by protecting the surface water and the environment. The Recycling Partnership is a national foundation aimed to improve recycling efforts throughout the United States. Along with this grant, the Recycling Foundation and the Washtenaw County Water Commissioner's Office have both committed to provide matching funds for this project. The Recycling foundation will assist in the purchase of recycling carts for all households as well as educational funds to promote recycling in the Township. Their commitment (based on the full grant request being awarded) is \$242,640, which is \$15/cart (\$15 x 15,165=\$227,475) and \$15,165 for education (or \$1 per household). The Washtenaw County Water Commissioner's Office has a grant program that will be utilized to further reduce the Township's portion of the project. They have several applicants, including Ypsilanti Charter Township, and approximately \$50,000 remaining in this fiscal year.

How many letters of support do you have accompanying this application, if any?

You can save this draft to add letters at a later time or once you submit your application edit before the Grant Cycle closing date to attach Letters.

4

Letter of Support

Ypsilanti Charter Township Letter of Submittal. 8-13-21.pdf

Letter of Support

Recycling Partnership Support Letter. 8-12-21.pdf

Letter of Support

Washtenaw County Water Commissioner Support Letter. 8-10-21.pdf

Letter of Support

Waste Management Letter of Support. --.pdf

Work Plan, Timeline and Budget:

Work Plan and Timeline

Long Term Viability: Describe how the project will be sustained beyond the grant timeline.

The recycling carts will be assigned to specific addresses and not to the residents. This will enable the cart to remain at the property for the life of the carts. The life of the carts is 10 years, at which time the replacement of the carts will be reevaluated.

Provide a brief narrative describing the work plan and timeline:

Ypsilanti Charter Township is seeking to purchase a 96-gallon cart for each single and two-family household in the Township. In addition, through the grant from the Recycling Partnership, additional funds will be sought for the education program associated with the recycling grant. The will cost \$66 each. For 15,165 households the cost of the carts will come to \$1,000,890 and the educational grant from the Recycling Partnership is \$15,165. The total cost of the program is \$1,016,055. As there are 2,242 96-gallon carts, those carts will not be a part of this grant request, but will be paid for by Ypsilanti Charter Township, the Recycling Partnership, and Washtenaw County Water Commissioner's Office. The remaining 12,923 carts will be purchased with the EGLE grant and the Recycling Partnership grant. Ypsilanti Charter Township has been working with the Recycling Partnership and Washtenaw County Water Commissioner's Office and will submit applications in September. Grant funds are anticipated to be available in October, at which time, the carts will be ordered. Once they are delivered they will be placed at each property for use.

Work Plan and Timeline Upload:

Work Plan and Budget Documentation. 8-13-21.docx

Please attach a descriptive work plan and timeline which includes:

- Identification of the tasks and responsible party for implementation of the project.
- Identification of the tasks and party responsible for preparing quarterly progress reports and the final project report.
- A timeline of activities, showing when each task described will be started and completed.
- Identification of when quarterly milestones will be achieved.

Budget

What is the overall Project Cost?

\$924,003

How much match funding is being contributed?

\$343,373

What grant amount is being requested?

\$580,630

Match Percentage

37.161459432491

Budget Attachment

Please download the following budget document to complete and attach to this application: [Budget Attachment](#)

- Include a price quote for any item(s) to be purchased.
- Description of the source(s) of match funding to be used for the planned expenses
- Describe each task on the form, and provide the total cost for each task, breaking down the total cost by how much the grant will pay for that cost versus how much the grantee or partner will pay.
- The milestones and associated costs will be used to create the grant agreement and grant payment schedule.

Right click the link to open in new tab

Budget Upload:

MMD-Sustainability-Recycling-Financial_Status_Report_-_Budget_Template_722383_7 (3).xlsm

Closing:

DUNS Number

If known, use www.sam.gov to find your DUNS number if you have one.

78-1488648

Federal ID Number

Will be required if selected for final review

386007433

State Senator

Find your Senator:

<https://www.senate.michigan.gov/fysbyaddress.html>

Senator Jeff Irwin

State Representative

Find your State Representative:

<https://www.house.mi.gov/MHRPublic/frmFindAREp.asp>:

Representative Ronnie Peterson

(Right click the links to open in new tab, otherwise you may be directed away from this page with changes not saved)

YPSILANTI CHARTER TOWNSHIP WORK PLAN

Waste Management has recently increased the cost of the 96-gallon recycling carts to the residents of Ypsilanti Charter Township. The Township is seeking a grant to purchase 15,165 96-gallon recycling carts. These carts will go to all single and two-family households in the Township. These carts will replace all existing recycling carts, 15-gallon bins, 32-gallon carts, and 96-gallon carts to the residents at no cost to them. A total of 7,887 households currently recycle but of that number only 2,242 have 96-gallon carts.

With the additional carts/upgrade to the 96-gallon carts, recycling is expected to increase in number of participants and the tonnage that is collected by Waste Management.

The Township will purchase 3000 carts beginning in April 2022 and will continue to purchase 3000/month until August when the Township will purchase 3,150 and complete the acquisition of the carts.

Waste Management will monitor the amount of materials collected and will report the amounts back to the Township. Michael Hoffmeister or his representative, will represent the Township and will submit quarterly reports as required to EGLE.

Matching Funds

Ypsilanti Charter Township will be seeking a grant from the Recycling Partnership as part of the match for the Grant. The Recycling Partnership will pay \$15/cart or household and \$1/household for a total of \$16/household. At 15,165 households, their total match will be \$242,640.

The Township will be seeking grant funds from the Washtenaw County Water Commissioner's Office to assist in the purchase of the carts. They have not committed an amount but have indicated that some funds are available. The Township will use these funds to reduce the Township's portion of the matching funds, which is \$100,733. The Township's funds will be taken from the general fund budget.

As stated previously, the Township will purchase 3,000 carts beginning in April 2022 and will continue to purchase 3,000 per month and will complete the purchase of the carts by August 2022. The Township will seek reimbursement of each purchase to both EGLE and the Recycling Partnership.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
MATERIALS MANAGEMENT DIVISION
RECYCLING PROGRAM
FINANCIAL STATUS REPORT

Grantee / Vendor Name: Charter Township of Ypsilanti

Vendor Number: _____

Project Name: Recycling Infrastructure Grant

Grant Given Number: _____

Contract Date From: _____ To: _____

Contact Name: Mike Hoffmeister Contact Number: 734-544-3515

Contact Email: mhoffmeister@ytown.org

INFRASTRUCTURE ITEM	Budget Line Number	Amount
96-gallon curbside carts	1	\$ 924,003
	2	
	3	
	4	
Task Subtotal		\$ 924,003
INDIRECT BUDGET		
	Percentage	
Total	0%	\$ -
PROJECT BUDGET		
Total		\$ 924,003
MATCH BUDGET		
	Percentage	
Total	63%	\$ 580,630
GRANT BUDGET		
Total	37%	\$ 343,373



125 Rowell Court
Falls Church, VA 22046
864.760.8828
RECYCLINGPARTNERSHIP.ORG

RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc. (“The Partnership”) and Ypsilanti Charter Township, Michigan (“Grantee”), which are referred to collectively herein as the “Parties” and individually as a “Party.”

- 1. Grant Agreement Documents; Entire Agreement:** This Grant Agreement consists of this document and its attachments: (a) Terms and Conditions (Attachment A), and (b) Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.
- 2. Term:** The Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on January 31, 2024 unless the Parties agree to amend the Grant Agreement as provided in Paragraph 8.
- 3. Grantee’s Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.
- 4. Duties of Partnership and Grantee:** The Partnership shall make cash grants to the Grantee in an amount not to exceed TWO HUNDRED FORTY THREE THOUSAND TWO HUNDRED DOLLARS (\$243,200) to support the purchase of recycling carts and educational and outreach efforts with the goal of improving and enhancing Grantee’s residential curbside recycling program (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with this grant project are detailed in the section f, Project Budget and Grant Funding, of Attachment B.

In addition to the Cash Grants, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support the Grantee’s public recycling program through the provision of technical support for strategic planning, program assessment, and recycling education and outreach including graphic design customization. The amounts set forth below represent The Partnership’s intended distribution of

in-kind resources to the Grantee.

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of in-kind assistance and support	Up to \$125,000

In exchange for the Cash Grants and in-kind resources from The Partnership, the Grantee will (i) commit staff time and resources for the planning and implementation of the project that is the subject of this Grant Agreement, including producing and distributing educational materials, conducting recycling program operations, supporting research and program analysis, and providing additional support as the project requires in the Work Plan as set out in Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Work Plan in accordance with the Anticipated Implementation Timeline described in the Work Plan.

5. Distribution Provisions: The Partnership shall distribute Cash Grants to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period (collectively, “Allowable Expenditures” and individually, an “Allowable Expenditure”). An Allowable Expenditure is one associated with work performed or goods or services acquired to complete the Work Plan as set out in Attachment B as determined by The Partnership in its sole and absolute discretion. Excluding the final Cash Grant, The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 hereof documenting Allowable Expenditures. Total Cash Grants from The Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of a final report (“Final Report”) as defined in section u, Reporting and Additional Post Award Requirements, of Attachment A; the remaining ten percent (10%) of reimbursable expenses shall be paid upon Final Report submittal. Cash Grants may be distributed to the Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of a Cash Grant.

6. Invoices: As described in section v, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership in the form of an invoice using a template provided by The Partnership. All invoices submitted to The Partnership by the Grantee shall be accompanied by reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the Grantee for work and services associated with Allowable Expenditures, and documentation that provides evidence of payment by the Grantee for all Allowable Expenditures submitted, which shall include copies of invoices for Allowable Expenditures for which the Grantee is seeking reimbursement. The

Grantee’s final invoices must be received by The Partnership with the Grantee’s Final Report. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon delivery of such invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety percent (90%) of the amount of the Cash Grants to be provided by The Recycling Partnership for Allowable Expenditures and with the final ten percent (10%) available as detailed in Paragraph 5 above.

7. Grant Contacts: Contacts for purposes of this Grant Agreement are set forth below.

Partnership Chief Community Strategy Officer:	Partnership Project Manager:	Grantee Project Manager:
Cody Marshall Telephone: (919) 612-7127 Email: cmarshall@recyclingpartnership.org	Cassandra Ford, Community Program Manager Telephone: (785) 840-4048 Email: cford@recyclingpartnership.org	Mike Hoffmeister, Residential Services Director Telephone: (734) 544-3515 Email: mhoffmeister@ytown.org

8. Changes, Amendments, and COVID-19 Matters: Any change to this Grant Agreement that increases or decreases the amount of the Cash Grants is not effective until approved in writing by the Chief Community Strategy Officer of The Partnership and the Grantee. This Grant Agreement may be amended only in a writing signed by both of the Parties.

As of the Effective Date, each Party intends to undertake all activities detailed in the Grant Agreement. The Parties, however, recognize the uncertainties caused by the COVID-19 pandemic and resulting public health emergency (“Health Emergency”) may impact their respective performance hereunder. The Grantee plans to meet all Grantee funded activities in the Grant Agreement and will undertake all reasonable good faith efforts to do so; however, the Grantee cannot guarantee resources will be available. Similarly, The Partnership plans to meet all of its obligations hereunder and will undertake all reasonable good faith efforts to do so; however, The Partnership cannot guarantee that the Health Emergency will not impact its performance hereunder. By way of illustration, but not limitation, The Partnership has adopted various safety protocols, which are intended to ensure that services conducted by third party vendors can be performed safely and which may be more stringent than applicable local, state and/or federal rules, regulations and/or guidelines and/or Centers for Disease Control and Prevention (“CDC”) and/or World Health Organization (“WHO”) recommendations related to the Health Emergency. Such safety protocols adopted by The Partnership may require that one or more of the activities contemplated herein be suspended and/or terminated. Moreover, one or more third-party vendors may be unable to provide services as contemplated hereunder due to local, state and/or federal social distancing rules, regulations and/or guidelines or CDC and/or WHO recommendations, or if operational impacts due to the Health Emergency make it not feasible for one or more of such services to be conducted by such vendor. Furthermore, due to social distancing guidelines and other operational

impacts related to the Health Emergency, the Grantee cannot guarantee that all activities in the Grant Agreement will be feasible. If either Party or a third-party vendor is unable to meet its responsibilities under the Grant Agreement, or if operational impacts due to the Health Emergency do not make activities of a Party or a third-party vendor set out in the Grant Agreement feasible, such Party or The Partnership on behalf of a third-party vendor, as the case may be, will immediately notify the other Party in writing. At such time, The Partnership can terminate the Grant Agreement or the Parties can mutually agree to modify this Grant Agreement. If the Grant Agreement is terminated by The Partnership, all reimbursable expenses incurred by the Grantee up to the termination date and incurred in good faith to fulfill the Grantee's obligations hereunder may be reimbursed to the Grantee by The Partnership pursuant to Paragraph 5 hereof.

9. Signature Warranty: Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

10. Appropriations Limitation: All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the Board of Trustees of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent the Grantee appropriates sufficient funds for the Grantee to perform its obligations hereunder.

[The balance of this page is intentionally left blank.]

The parties have executed this Grant Agreement as of the Effective Date.

The Recycling Partnership, Inc.

By: 

Rob Taylor, Director of Grants and Community Development

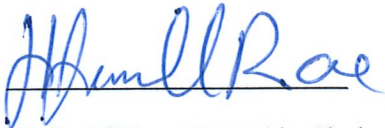
DATE: 8-30-2022

Ypsilanti Charter Township, Michigan

By: 

Brenda Stumbo, Township Supervisor

DATE: Sept. 7, 2022

By: 

Heather Jarrell Roe, Township Clerk

DATE: Sept. 7, 2022

Attachment A: Terms and Conditions

a. Termination: Either Party may terminate the Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate the Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such event, the Grantee may receive Cash Grants equal to the total amount of actual allowable expenditures paid or entered into in good faith and subject to the other terms and conditions of this Grant Agreement that were incurred by the Grantee prior to receipt of a notice of termination from The Partnership and submitted for reimbursement within thirty (30) days of such receipt date in accordance with Paragraphs 5 and 6 of this Grant Agreement.

b. Notices: All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to cmarshall@recyclingpartnership.org with a copy to cford@recyclingpartnership.org.

All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's Project Manager, Mike Hoffmeister, at mhoffmeister@ytown.org.

c. Recycled Paper: The Partnership encourages the Grantee, if cost effective, to have all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.

d. Lobbying: The Grantee shall not use or appropriate any Cash Grant to carry on propaganda or otherwise attempt to influence legislation.

e. Compliance with Work Plan: The Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.

f. Extensions: The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to the Chief Community Strategy Officer of The Partnership at least sixty (60) days prior to the end of the Grant Period.

- g. Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by the Chief Community Strategy Officer of The Partnership.
- h. Travel Expenses:** Cash Grants from The Partnership may not be used for travel expenses without prior written approval from the Chief Community Strategy Officer of The Partnership.
- i. Technical Assistance:** The Grantee agrees to work with The Partnership during the design, implementation and monitoring of the program improvements, both educational and operational, during the Grant Period.
- j. Collection Frequency:** The Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:
- Weekly collection: minimum of 64+ gallon cart is required.
 - Every other week collection: 93+ gallon cart size is required.

The Grantee, at its discretion, may distribute carts that are smaller than required above but such carts will not be eligible for grant funding.

k. Cart Distribution: The Grantee must distribute carts for recycling collection free of additional charge to residents beyond standard monthly utility rate for waste and recycling services and in accordance with existing policies and procedures of the Grantee. Grant funding is limited to supporting the distribution of one (1) recycling cart to each eligible household.

l. RFID (Radio Frequency Identification) Tags: The Grantee must acquire and distribute carts with embedded RFID tags.

m. Recycled Content Requirement: The Grantee must acquire and distribute recycling carts that have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid and wheels. To qualify as residential post-consumer content, the reclaimed plastic must have been generated by a household and collected for recycling by a curbside or drop-off recycling program. This content requirement cannot be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins.

n. Material Collection and Management of Recyclable Materials: The Grantee shall provide a

listing of the materials currently accepted for recycling. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility (“MRF”), hauler (if applicable) and The Partnership and/or a contractor hired at The Partnership’s expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.

The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee and Grantee’s MRF operator that are collected for recycling by the program benefitted by Cash Grants made pursuant to this Grant Agreement will be delivered to a reputable processor for recycling and recovery. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by the Grantee’s program will be managed responsibly.

o. Educational Best Practices: When working with communities that are distributing recycling carts The Partnership utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 1) a direct-to-resident information card/hanger informing them that recycling carts are coming; 2) a kit of information delivered with the recycling cart, which includes an acceptable materials information card/magnet/sticker, an introductory letter, service calendar, etc.; and 3) a plan for the use of oops/congrats tags or other anti-contamination strategies to reinforce correct recycling behavior after carts have been delivered. At a minimum, The Partnership requires that Cash Grants allocated for education and outreach be used for the procurement of these key three (3) items unless otherwise agreed in writing by the Parties. To support an effective campaign, The Partnership encourages the Grantee to select at least two (2) additional awareness communication components, such as digital and/or print advertisements, festival/event kit, billboards, truck signage, etc. Finally, The Partnership requires the Grantee to update its website to communicate the basics of the cart roll out to its citizens and community and that such website include at a minimum a listing of acceptable materials and how to get additional information about the recycling collection schedule.

p. Publicity and Press Events: The Grantee may make information regarding this Grant Agreement and the associated grant project public at any time after the agreement has been fully executed and in a manner which it deems appropriate. This requirement is not intended to limit or otherwise restrict Grantee’s public information obligations or requirements, and is instead intended to allow the Parties to coordinate around public announcements about the project. Grantee agrees to cooperate with reasonable efforts by The Partnership to publicize the grant, including, but not limited to designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as

appropriate to relevant and pertinent press inquiries. The Partnership agrees to give reasonable notice to the Grantee's Grant Contacts regarding any such publicity / press events.

q. Graphic Design Edits: The Partnership will work with the Grantee to customize educational materials to fit the needs of the Grantee's campaign in accordance with the timeline established by the Parties. The Grantee must give at least five (5) days' notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee uses a third-party service provider for the design of education and outreach materials, The Partnership will cooperate with the third-party service provider by providing access to Partnership tools, artwork, and images for use by such third-party provider. The Partnership will not, however, provide customized design services to such a third-party service provider. The Partnership will work with the Grantee on campaign materials and will provide two (2) rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between the Parties. The project timeline may be delayed if there are approval delays during the two rounds of edits. This may result in the extension of the deadline of project completion. It is a best practice to have one Grantee staff member serve as the point of contact for the Grantee and collect all approvals and edits to educational materials to give back to The Partnership for graphic design completion. Print buying and approvals are the sole responsibility of the Grantee.

r. Logo Usage: The Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials associated with the project that is the subject of this Grant Agreement, unless otherwise agreed by the Parties or prohibited by law. When a Partnership project is funded by one or more other funders, then, in addition to The Partnership logo, such funders may also need to be acknowledged by the Grantee in communications materials with the "Funded in part by" language, and the use of one or more funder logos may be requested, with the final acknowledgment to be developed by mutual agreement between the Parties. Prior to finalization, The Partnership requires proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership and any other funders. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo, and the logos of any additional funders and associated use of the "Funded in part by" phrasing. The Partnership understands that under no circumstances may the Grantee appear to be endorsing or advertising on behalf of a private business.

s. Compliance with Patent, Trademark and Copyright Laws: The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes. The Parties further agree that neither will use any protected patent, trademark or copyright in performance of their respective work unless a Party has obtained proper

permission and all releases and other necessary documents. The Parties agree to release, indemnify and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Grant Agreement which infringes upon any patent, trademark or copyright protected by law.

t. Electronic Signatures and Electronic Records: The Partnership consents to the use of electronic signatures by the Grantee. The Grant Agreement, and any other documents requiring a signature under the Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of the Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

u. Reporting and Additional Post-Award Requirements: The Grantee shall comply with reporting requirements, including:

- The Grantee shall provide The Partnership, within fifteen (15) days of the Effective Date, a notice as set out in section b hereof with the Grantee's employer identification number, as that term is defined in Treasury Regulations section 301.7701-12, and was assigned to the Grantee by the Internal Revenue Service pursuant to (i) Code Section 6011(b), (ii) corresponding provisions of prior law, or (iii) Code Section 6109, and which consists of nine digits separated by a hyphen in the following format: 00-0000000.
- In order to establish a baseline for measurement of project success, the Grantee shall provide The Partnership with monthly waste and recycling tonnage data for at least the twelve (12) month period immediately before the project that is the subject of this Grant Agreement is initiated. If such data is not available, then Grantee agrees to work with The Partnership to help develop estimates for waste and recycling tonnage data for the baseline period.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis for the later of (i) through the end of the Grant Period as defined in Paragraph 2 of the Grant Agreement and (ii) one (1) calendar year beyond the date of the implementation of the project that is the subject of this Grant Agreement. Such reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.
- The Grantee shall establish an account with the Municipal Measurement Program ("MMP") system for annual reporting. Reporting in the MMP system is free and involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. The Grantee, upon finalization of this Grant Agreement, shall submit waste and

recycling data about their most recently completed annual period into the MMP system, and to aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the MMP system for five (5) years following the term of this Grant Agreement.

- The Grantee shall submit to The Partnership for review a draft Final Report at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Report and will provide feedback to the Grantee about the draft Final Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a fully reviewed and finalized Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.
- The Grantee shall submit to The Partnership documentation from the Grantee’s cart manufacturer providing assurance that the recycling carts purchased with the assistance of Cash Grants have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content meeting the standard described in section m, Recycled Content Requirement.
- Additional reporting requirements may be included in Work Plan set out in Attachment B.

v. **Reimbursement:** As set out in Paragraph 5 of the Grant Agreement, Cash Grants will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, the Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. All invoices should be accompanied by associated proof that the Grantee made payment for the invoices in question. Acceptable proof of payment includes copies of canceled checks or Grantee finance system reports showing that the payment was made.

The Partnership shall reimburse the Grantee for actual allowable expenditures with The Partnership retaining ten percent (10%) of the amount of the Cash Grants until all grant related activities are completed and all reports are received and accepted. The remaining ten percent (10%) of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described in section u, Reporting and Additional Post-Award Requirements.

The Partnership may withhold making Cash Grants if the Grantee does not meet its reporting obligations as set out in section u, Reporting and Additional Post-Award Requirements.

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Attachment B: Work Plan

a. **Background:** Grantee currently operates an opt-in curbside recycling program with collection and transportation of recyclables conducted by a Grantee-contracted vendor. Households that have opted into the curbside recycling service may utilize a 15 gallon bin, provide their own 32-gallon cart, or rent a 96-gal cart from the Grantee-contracted vendor. This recycling program provides the option for every-other-week collection frequency to approximately 15,200 households, of which almost 7,900 households participate with approximately 2,300 of those participating households renting carts from Grantee's vendor. Materials collected by this program are currently sent to the Green For Life (GFL) Environmental Huron MRF. Grantee staff estimate that the curbside recycling program serving the grantee's residents collects approximately 1,300 tons of recyclables annually.

In an effort to standardize the Grantee's curbside recycling collection program, the Grantee intends to distribute 95-gal recycling carts to all residential curbside-eligible households in its jurisdiction, thereby negating the needs for residents to opt into the program and provide or rent their own carts. The purpose of this grant is to support the Grantee's implementation of cart-based curbside recycling in Spring 2022.

b. **Project Description:** With the support of grant funding and assistance from The Partnership, the Grantee will distribute recycling carts to all eligible households within the Grantee's jurisdiction. The Grantee will distribute 95+-gallon recycling carts with the goal being to provide each curbside recycling household with one (1) recycling cart and to broadly adopt a uniformly sized recycling cart as the standard while accommodating those households and citizens with special needs. In addition, with support from The Partnership, the Grantee will implement a jurisdiction-wide education and outreach campaign to support its curbside recycling program.

c. **Measurement Plan:** The Grantee will implement a system for tracking the number of households eligible to receive curbside recycling service along with the number of households that have been issued a recycling cart. As possible, Grantee will work with its recycling service provider to measure the curbside recycling set out rate for each of the recycling routes serving its jurisdiction, and as this data is available Grantee shall share it with The Partnership. The Grantee will also implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables, with the particular goal of measuring waste and recyclables generated by and collected from curbside recycling eligible households. Required reports transmitting the number of households receiving curbside recycling services, monthly tonnage data and other project elements will be provided to The Partnership as outlined in section u, Reporting and Additional Post-Award Requirements, of Attachment A.

To the degree possible and as opportunities arise and resources allow, the Grantee will also work with The Partnership and the Grantee's MRF operator to evaluate contamination and capture rates of

recovered materials and this data will be shared with The Partnership when and if it becomes available. It is further possible, but not required, that The Partnership may present the Grantee with the opportunity to collaborate in a Partnership-funded study to assess pre and post implementation capture rates for individual recyclable materials. Such a study, if conducted, will be planned in collaboration with Grantee, and Grantee will have access to results of this measurement work.

d. Public Outreach Plan: The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of the Grantee’s curbside recycling program utilizing the approach outlined in section o, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on educating residents about how to recycle with carts and will also work to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A heavy emphasis of this campaign will be around how to prepare materials for recycling collection and ensuring that residents know their recycling collection schedule and service day. The educational effort will target all curbside recycling households in the Grantee’s service jurisdiction and will at a minimum utilize these supporting tools:

- Direct to resident “Carts are Coming” informational mailers for all curbside households;
- A packet of information about recycling to be delivered with the cart to all households that receiving a recycling cart; and
- The implementation of anti-contamination strategies, as needed, to reinforce correct recycling behavior.

In addition, and as agreed upon by the Parties, outreach efforts may be expanded to include some or all of the following outreach elements:

- Public activation event to drive citizen engagement in recycling;
- Social media boosting;
- Paid advertisements; and/or
- Other strategies determined effective by the Parties.

e. Anticipated Implementation Timeline: The Parties agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of the project. The anticipated key dates in the project are as follows:

- August 2022– Initiate planning for education and outreach campaign and support the implementation planning of cart-based curbside recycling;

- October 2022– Begin public-facing education and outreach efforts to support the launch of cart-based curbside recycling collection;
- November 2022– Launch and complete distribution of recycling carts and information packets to all eligible households;
- December 2022- Implement jurisdiction-wide cart-based curbside recycling collection.

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are intended as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then the Parties agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in section b, Project Description, above. In addition, and as necessary, the Parties may modify the Grant Period as set out in Paragraph 2 of the Grant Agreement.

f. Project Budget and Grant Funding: The Partnership’s Residential Curbside Recycling Cart Grant Program provides grant funding of no more than \$15.00 per qualifying curbside recycling cart and up to \$1.00 per household for supportive education and outreach materials. Qualifying recycling carts meet the conditions defined in sections j, k, l and m of Attachment A. The actual amount of Cash Grants may vary based on the actual number of carts distributed as well as the total number of households served by the curbside recycling program as determined at the time of cart distribution and as verified by the Grantee’s staff and documents provided pursuant to Paragraph 6 of the Grant Agreement. Cash Grants paid for recycling carts will be based on the number of recycling carts distributed to participating households, will be limited to paying for one (1) cart per participating household, and shall not exceed the amount specified in the table below. The Grantee may, at its discretion, provide households with more than one (1) recycling cart, but in such instances Cash Grants shall only be available for one (1) cart per household. Cash Grants for recycling outreach shall be paid at the rate of up to \$1.00 per household and will be based on the total number of households served by the curbside recycling program as verified by the Grantee. The budget for Cash Grants as illustrated below assumes the provision of recycling carts and supportive education and outreach to 15,200 households by the Grantee.

The amounts set forth in the table below represent The Partnership’s intended distribution of Cash Grants to the Grantee:

Grant Element	Description	Grant Amount
Recycling Carts	Grant funding to support the purchase and distribution of qualifying recycling carts by the Grantee to all eligible households for automatic every-other-weekly curbside recycling collection.	\$228,000
Education and Outreach Support	Grant funding to implement a recycling education and outreach campaign in support of curbside recycling.	\$15,200
Total		\$243,200

All costs associated with project implementation beyond the direct grant funding from The Partnership will be the responsibility of the Grantee. It is understood that Cash Grants for recycling carts may be combined with local funding as well as grant funding from other sources to purchase and distribute recycling carts. It is also understood that actual expenses may vary depending on a variety of factors, including the number of recycling carts distributed, the number of households served by the curbside recycling program, and the actual expenses associated with the Grantee's education and outreach effort. Upon mutual agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories as necessary. The actual amount of Cash Grants will be based on actual reimbursable expenditures as outlined in section v, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount specified in Paragraph 4 of the Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of the Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual allowable expenditures incurred.

**MEMORANDUM OF UNDERSTANDING FOR
WASTE REDUCTION SPONSORSHIP**

BETWEEN

YPSILANTI CHARTER TOWNSHIP, 7200 S HURON RIVER DRIVE, YPSILANTI, MI 48197

AND

WASHTENAW COUNTY GOVERNMENT, 705 N. ZEEB ROAD, ANN ARBOR, MI 48103

This document constitutes a Memorandum of Understanding between Ypsilanti Charter Township, herein referred to as the “sponsored party” and Washtenaw County Solid Waste Division starting 3/21/2022 and will expire on 12/31/2023.

Background:

To expedite progress towards the Solid Waste Plan which has an ultimate goal of zero waste, Washtenaw County Solid Waste has provided funding for Waste Reduction Sponsorships. Approved costs as described in the application are reimbursed at up to 50% of approved expenses. All reimbursement requests are due by 12/31/2023.

Specifics: Terms and requirements provided in the attached process apply.

The Sponsored Party agrees to:

1. Provide brief quarterly project updates
2. Attach an invoice to the updates detailing total expenses and the County’s amount to be reimbursed.
3. Provide metrics including: the number of carts provided to residents, the tons of trash and recycling collected the year prior and the year after distributing the carts, and the estimated or calculated increase in recycling participation due to the project.
4. Consider developing a sustainable funding mechanism for maintaining and replacing carts
5. Permit the County to highlight the project in education and outreach efforts, including, but not limited to social media and the County’s website.
6. Fill out a brief survey at the end of the project to help improve the sponsorship process for others.
7. Become a vendor at the County, which will allow for payments to be processed.
8. The sponsored party will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the sponsored party’s own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the sponsored party, any sub-contractor, or any employee, agent or representative of

the sponsored party or any sub-contractor.

9. The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

Washtenaw County Water Resources Commissioner's Office Solid Waste Division agrees to:

1. Reimburse 50% of total qualified costs. The total amount paid to the sponsored party is not to exceed \$40,000. Qualified reimbursable costs include costs associated with the recycling cart grant and community education, including signage, flyers, and other educational and necessary materials. Reimbursements will be made for 50% of materials submitted at quarterly intervals.

By signing this document, Washtenaw County and the sponsored party agree to abide by the terms and conditions contained in this Memorandum of Understanding for the purpose of the Waste Reduction Sponsorship. Either party may cancel this MOU with 30 days' notice.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

YPSILANTI CHARTER TOWNSHIP

By: _____
Evan Pratt
Department Head (DATE)

By: _____
Brenda Stumbo
Township Supervisor (DATE)

APPROVED AS TO FORM BY

BY: _____
Michelle Billard (DATE)
Office of Corporation Counsel

By: _____
Heather Jarrell Roe
Township Clerk (DATE)



MICHIGAN DEPARTMENT OF NATURAL RESOURCES-GRANTS MANAGEMENT

MICHIGAN NATURAL RESOURCES TRUST FUND AGREEMENT AMENDMENT

Organization: Ypsilanti Charter Township

Project Title: Loonfeather Point Park Development

Project Location: Washtenaw

Project Number: TF19-0135

Amendment Number: 2

This is an amendment to the Agreement entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the Ypsilanti Charter Township in the county of Washtenaw County for the Michigan Natural Resources Trust Fund grant number TF19-0135.

The purpose of this amendment is to:

- extend the end date of the project period from 08/31/2022 to 02/28/2023 to allow for more time to complete the project.
- A. The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:
- The time period allowed for project completion is 08/03/2020 through 02/28/2023, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
 - Submit a complete request for final reimbursement within 90 days of project completion and no later than 5/30/2023. If the GRANTEE fails to submit a complete final request for reimbursement by 5/30/2023, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
- B. All other provisions of the Agreement shall be continued in full force and effect.
- C. The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.



D. This amendment modifies an Agreement which was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE. By signature of this amendment, the GRANTEE certifies that:

1. Approval of the amendment by its governing body is not required, or
2. The amendment has been approved by resolution (true copy attached) of the

Aug. 16, 2022 Regular meeting of the Charter Township of Ypsilanti
(date) (special or regular) (name of approving body)

GRANTEE

SIGNED	WITNESSED
By: <u>Doreen L. Stumbo</u>	By: <u>Arnell Stanfield</u>
Title: <u>Supervisor</u>	By: <u>Arnell Stanfield</u>
Date: <u>Aug. 19, 2022</u>	

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED	WITNESSED
By: <u>Michael Chuff</u>	By: _____
EFFECTIVE DATE: <u>09/13/2022</u>	By: _____

**Charter Township of Ypsilanti
Proposed Ordinance 2022-500**

An ordinance to amend Chapter 62, Article IV, Section 62-76(a)(1) of the Code of Ordinances, Charter Township of Ypsilanti, to adjust waters service rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-76(a)(1) of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2022, existing water service rates shall prevail. For all billings rendered on or after October 1, 2022, charges for water services shall be as follows, for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Water Rate
5/8-3/4	\$ 16.73
1	\$ 41.83
1-1/2	\$ 83.66
2	\$ 133.86
3	\$ 418.30
4	\$ 836.59
6	\$ 1,673.19
8	\$ 2,928.08
10	\$ 4,601.27
12	\$ 5,437.87

(2) Commodity rate: \$3.62 per 100 cubic feet

* * * * *

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2022-500 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 16, 2022. The second reading is scheduled to be heard on September 20, 2022



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

**Charter Township of Ypsilanti
Proposed Ordinance 2022-501**

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to adjust sewage disposal rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2022, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2022, charges for sewage disposal services shall be as follows, for each bimonthly (two-month) period:

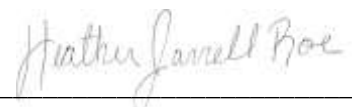
(1) **Readiness-to-serve rates based on size of meter:**

Meter Size (inch)	Sewage Rate
5/8-3/4	\$ 17.47
1	\$ 43.69
1-1/2	\$ 87.36
2	\$ 139.79
3	\$ 436.83
4	\$ 873.66
6	\$ 1,747.31
8	\$ 3,057.80
10	\$ 4,805.11
12	\$ 5,678.77

(2) **Commodity rate:** \$2.88 per 100 cubic feet

* * * * *

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2022-501 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 16, 2022. The second reading is scheduled to be heard on September 20, 2022



Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes Washtenaw	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022 TV 1,594,376,599 (TV minus Renaissance Zone 1,564,932,814)
Local Government Unit Requesting Millage Levy Charter Township of Ypsilanti	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	GEN OP	N/A	1.1160	.9925	.9872	.9797	1.0000	.9797		.9797	N/A
Voted	Fire Prot	08/03/21	3.1250	3.1250	.9872	3.0850	1.0000	3.0850		3.0850	12/2025
Voted	Fire Cap	05/08/18	.5000	.4881	.9872	.4818	1.0000	.4818		.4818	12/2022
Voted	Solid Waste	08/03/21	2.4050	2.4050	.9872	2.3742	1.0000	2.3742		2.3742	12/2025
Voted	Police	08/03/21	5.7000	5.7000	.9872	5.6270	1.0000	5.6270		5.6270	12/2025
Voted	Rec/BP	08/03/21	1.0059	1.0059	.9872	.9930	1.0000	.9930		.9930	12/2025
PA345	FPen/HC	N/A						.8100		.8100	N/A
								14.3507			

Prepared by Javonna Neel	Telephone Number (734) 544-3601	Title of Preparer Accounting Director	Date
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature <i>Heather Jarrell Roe</i>	Print Name Heather Jarrell Roe	Date <i>8/18/22</i>
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature <i>Brenda L Stumbo</i>	Print Name Brenda L Stumbo	Date <i>8/18/22</i>
<input checked="" type="checkbox"/> President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

WASHTENAW COMMUNITY COLLEGE & YPSILANTI TOWNSHIP COMMUNITY CENTER AGREEMENT FOR EXTENSION CENTER OFFERINGS

This agreement is made by and between **Washtenaw Community College**, hereinafter called the **College** and the Charter Township of Ypsilanti Community Center, Ypsilanti, Michigan hereinafter called the **Center**.

The College and the Center desire to be partners in providing Adult Education ESL instructional program classes funded by the 2022-2023 Section 107, MI-State School Aid Act to the residents of the College service area, in particular, Ypsilanti Township, thereby giving added dimension to the programs and services already available to the people of the community, with input from the Center staff and other community leaders. The Center desires to make this program available to the people of the College service area and Ypsilanti Township area by providing facilities and support for said adult education ESL instructional programs; therefore, it is deemed advisable to establish certain rules, regulations, and financial determinations so that the respective roles of the College and the Center can be delineated for the accomplishment of these purposes.

Therefore, be it mutually agreed in considerations of the promises to each other as follows:

The College agrees:

- To adhere to safety protocols and procedures implemented by the Center to minimize spread of COVID-19, when advised.
- To provide all instructional personnel and direct administrative services necessary for conducting quality adult education ESL instructional program classes.
- To provide classroom and technical equipment necessary to conduct classes.
- To promote enrollment for the adult education ESL instructional program classes by providing appropriate publicity through local media and other means.
- To schedule the adult education ESL instructional program classes at those times, days and evenings, in compliance to a mutually agreed upon calendar. A calendar of orientation, PD, and class dates and times must be arranged through the Center's Director prior to the start of each new program session.
- To make adequate prior arrangements and communications for class time and date changes due to unforeseen circumstances.
- To follow reasonable practices relating to the proper use and care of the Center properties and facilities.
- To conclude all classes no later than 8:00 p.m.

- To adhere to the current applicable Center's Rules and Regulations as stated in the following:
 - The Community Center is a smoke free, alcohol free, and drug free facility.
 - The use of open flames, such as lighted candles, are strictly prohibited.
 - Any form of gambling or game of chance, unless expressly permitted by law and subject to the approval and issuance of special permits is prohibited on the premises.
 - A Building Attendant and/or Custodian will be on duty during all hours of building operation and groups must guarantee responsiveness to the directives of all department staff. Accidents and damage, no matter how trivial must be reported to Department staff immediately.
 - Property of the Community Center shall not be removed from the facility at any time.
 - Groups shall not use, remove or disturb any supplies, bulletin boards or any other items in the Community Center. Some items may be moved or placed out of sight with advanced Department approval and must be returned to the original location at completion of use.
 - Groups shall be restricted to the room(s) assigned, except for use of restrooms and common areas. Use of facilities outside the building is restricted to the parking facilities unless granted prior Department approval.
 - Placement of posters, banners, decorations, etc. may be permitted upon prior Department approval.
 - The Community Center is not responsible for equipment or supplies brought in by groups, but will work collaboratively with the College to ensure safety and security of the rented space.
 - The Charter Township of Ypsilanti assumes no responsibility, financial or otherwise, for accidents or injuries sustained by individual or groups of individuals while using the facilities.
 - The Charter Township of Ypsilanti assumes no responsibility for damage or theft of personal items.
 - The Township & organization using township buildings shall refrain from using Styrofoam products for use in Township Building (Charter Township of Ypsilanti Resolution 89-16)

cl

The Center agrees:

- To implement the State or Washtenaw County recommended safety protocols and guidelines to minimize the exposure and spread of COVID-19, if advised.
- To provide a designated classroom at the Center (Room 103) for exclusive use of adult education services and classes, Monday-Friday. From Monday-Thursday evenings starting in the fall 2022 semester, the Township will also provide use of (Room 101) for adult education services and classes three days per week. Specific week days to be determined closer to start date based student enrollment and instructor availability.

Revised 6/22/22

- The College and the Township will mutually agree to a program calendar for the delivery of educational services and classes.
- To allow persons to register for adult education ESL instructional program classes in accordance with the College's non-discrimination, Open Door Policy.
- To provide an on-site employee for the purpose of opening and closing the buildings and classrooms where adult education instructional program classes are conducted.
- To provide custodial and maintenance services for the facilities and grounds used by the adult education instructional program classes.
- To make classrooms physically accessible to the students and to see that the classrooms are kept open for adult education instructional program classes in a timely manner.
- To provide security and safety arrangements for the adult education instructional program classes faculty and students similar to those provided to the employees and participants of the Center.
- In addition to the mutually agreed upon calendar that recognizes the Center's furloughs and planned closures, on certain school days, the Center may be closed due to inclement weather. On these days, adult education instructional program classes may not meet.

General Provisions:

- For the duration of this contract, this agreement covers the exclusive use of (Room 103) and the use of (Room 101) three days per week, Monday-Thursday from 5-8 pm. Specific week days TBD based on student enrollment and instructor availability closer to program start date. Orientation, entry assessment, advising, counseling sessions, and staff professional development will generally be conducted between 9:00am-8:00pm, Monday-Friday based upon the mutually agreed calendar. In light of conditions created by the COVID-19 pandemic, the College may have to resort to remote and/or virtual program operations and delivery. In this case, the Township will continue the commitment to holding and maintaining the designated rooms for the adult education program noted in this agreement.
- It shall be the individual responsibility of each of the parties to carry and maintain its own insurance of public liability and property damage.

- The Center and the College further agree to negotiate any changes that may be deemed necessary as a result of changed circumstances and to amend the contract through mutual agreement at any time during the said contract period.
- The Center and the College agree to be bound by the provisions of this operating agreement for the period July 1, 2022 through June 30, 2023 for the total sum of \$18,000.00 derived from the 2022-2023 Section 107, MI-State School Aid Act. The total rent sum covers the cost of providing Adult Educations services and will be paid in four equal installments of \$4500 by October 28, 2022, January 13, 2023, March 17, 2023 & June 2, 2023. The check will be made payable to the Charter Township of Ypsilanti.


Responsible College Administrator Bonnie Truhn, Adult Transitions Pathways Director

College Area/Office Adult Basic Education FOAPAL: 24453-44450-7507-440-FC261.



Digitally signed by Don
Harrison
Date: 2022.08.19
12:08:39 -04'00'

Donald Harrison
Director of Purchasing

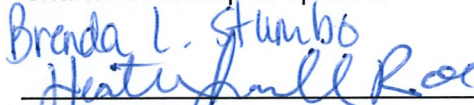
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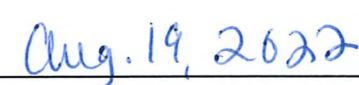
Township Supervisor
Charter Township of Ypsilanti



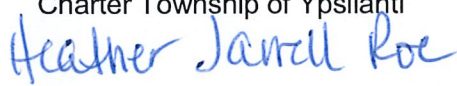
Date



Township Clerk
Charter Township of Ypsilanti



Date



Resolution No. 2022-09

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION REGARDING THE DIVISION OF A PLATTED LOT

Resolution authorizing the division of platted lots in East Park Subdivision

WHEREAS, the owner of Lots 132 thru 134 of East Park Subdivision has made a request to split a lot as previously approved and recorded; and

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

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

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

LEGAL DESCRIPTIONS:

PARCEL 1:

485 EAST GRAND BLVD

LOT 132 AND THE NORTH 6.00 FEET OF LOT 133, EAST PARK SUBDIVISION.

PARCEL 2:

445 EAST GRAND BLVD

LOT 134 AND LOT 133 EXCEPT THE NORTH 6.00 FEET OF SAID LOT 133, EAST PARK SUBDIVISION.

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. 2022-09 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 16, 2022.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2022-11

RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of S. Harris Road between S. Harris and Grove Rd for runners to run South down Harris Road and cross Grove Road and run Southwest down Grove Road to McCartney Ave. Then proceed North down McCartney Ave to William Ave, to run East down William Ave. to South Pasadena Ave. to run South down South Pasadena Ave to Lakeview Ave. To run East down Lakeview Ave. to McCartney Ave. To run South down McCartney Ave. To Grove Road. To Run Northeast on Grove Rd to South Harris Rd to run North down South Harris Road to the finish line at 1375 S. Harris Road on September 10, 2022 from 8:00am to 10:00am for the University Bank Community 5K to benefit Sickle Cell Disease.

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 Ben Kramer, SVP University Bank 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. 2022-11 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 16, 2022.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2022 BUDGET AMENDMENT #11**

August 16, 2022

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND **Total Increase** \$138,204.00

Request to increase budget for PTO payouts of available 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	\$5,389.00
		Net Revenues	<u><u>\$5,389.00</u></u>
Expenditures:	Salaries Payout PTO	101-191-708.004	\$1,816.00
	FICA	101-191-715.000	\$139.00
	Salaries Payout PTO	101-270-708.004	\$3,190.00
	FICA	101-270-715.000	\$244.00
		Net Expenditures	<u><u>\$5,389.00</u></u>

Request to increase budget for the purchase of election software, high speed scanner and printer package. This will be funded by an appropriation for prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$132,815.00
		Net Revenues	<u><u>\$132,815.00</u></u>
Expenditures:	Equipment	101-262-977.000	\$132,815.00
		Net Expenditures	<u><u>\$132,815.00</u></u>

226 - ENVIRONMENTAL SERVICES FUND **Total Increase** \$880,288.00

Request to increase the budget for the Recycle Cart Project. This project has three grants as follows: Michigan Department of Environmental, Great Lakes and Energy (EGLE) grant for \$580,630; The Recycling Partnership grant for \$243,200 and Washtenaw County Solid Waste grant for \$40,000 totaling \$863,830. The purchase of the recycle carts is estimated at \$880,287.50. This will be funded by the grants totaling \$463,830 and by an appropriation of prior year fund balance of \$16,458.

Revenues:	ST of MI EGLE Grant	226-000-547.000	\$580,630.00
	Washtenaw County Solid Waste grant	226-000-581.010	\$243,200.00
	Recycling Partnership Grant	226-000-584.100	\$40,000.00
	Prior Year Fund Balance	226-000-699.999	\$16,458.00
		Net Revenues	<u><u>\$880,288.00</u></u>
Expenditures:	Recycle Cart Project	226-901-978.060	\$880,288.00
		Net Expenditures	<u><u>\$880,288.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2022 BUDGET AMENDMENT #11**

August 16, 2022

230- RECREATION FUND **Total Increase** \$6,500.00

Request to increase the revenue and expenditure budget lines for contributions received for the Jazz Festival. This will be funded by contributions and donations of \$5,000 from Destination Ann Arbor and \$1,500 from Waste Management.

Revenues:	Contributions &n Donations	230-000-674.000	\$6,500.00
			<u>\$6,500.00</u>
		Net Revenues	<u><u>\$6,500.00</u></u>
Expenditures:	Arts & Craft Park Programs	230-754-963.600	\$6,500.00
			<u>\$6,500.00</u>
		Net Expenditures	<u><u>\$6,500.00</u></u>

236- 14B DISTRICT COURT FUND **Total Increase** \$14,700.00

Request to increase budget for AFSCME 14B District Court employee contract covering the 2.75% increase in wages retro to January 1, 2022. This will be funded by an appropriation for prior year fund balance.

Revenues:	Prior Year Fund Balance	236-000-699.999	\$14,700.00
			<u>\$14,700.00</u>
		Net Revenues	<u><u>\$14,700.00</u></u>
Expenditures:	Salaries/Wages	236-286-706.000	\$13,655.00
	FICA	236-286-715.000	\$1,045.00
			<u>\$14,700.00</u>
		Net Expenditures	<u><u>\$14,700.00</u></u>

584 - GOLF COURSE FUND **Total Increase** \$50,000.00

Request to increase the budget for major repairs on the irrigation system. The irrigation was severely vandalized and our new Golf Superintendent Will Turner is repairing some of the damage. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	584-000-699.999	\$50,000.00
			<u>\$50,000.00</u>
		Net Revenues	<u><u>\$50,000.00</u></u>
Expenditures:	Capital Outlay - Irrigation System	584-784-971.023	\$50,000.00
			<u>\$50,000.00</u>
		Net Expenditures	<u><u>\$50,000.00</u></u>

597 - COMPOST FUND **Total Increase** \$6,216.00

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

Revenues:	Prior Year Fund Balance	597-000-699.999	\$6,216.00
			<u>\$6,216.00</u>
		Net Revenues	<u><u>\$6,216.00</u></u>
Expenditures:	Salaries Payout PTO	597-590-708.004	\$5,774.00
	FICA	597-590-715.000	\$442.00
			<u>\$6,216.00</u>
		Net Expenditures	<u><u>\$6,216.00</u></u>

Motion to Amend the 2022 Budget (#11)

Move to increase the General Fund budget by \$138,204 to \$10,968,299 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$880,288 to \$4,424,882 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$6,500 to \$752,141 and approve the department line item changes as outlined.

Move to increase the 14B District Court Department Fund budget by \$14,700 to \$1,828,327 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$50,000 to \$877,058 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$6,216 to \$753,069 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 5:04pm 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: John Newman II, Gloria Peterson, and Debbie Swanson

Members Absent: Jimmie Wilson, Jr.

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

There were no public comments given.

AGENDA

- 1. 2023 BUDGET REVIEW.....SUPERVISOR STUMBO
- 2. COMMUNITY RESOURCE CENTER.....SUPERVISOR STUMBO
- 3. AGENDA REVIEW.....SUPERVISOR STUMBO
- 4. OTHER DISCUSSION.....BOARD MEMBERS

2023 BUDGET REVIEW.....SUPERVISOR STUMBO

Supervisor Stumbo gave a review of the overall proposed budget for 2023 (see attached).

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 WORK SESSION
PAGE 2**

Discussion was held on scheduling the review of the budget in more detail and a possible work session for presentations.

COMMUNITY RESOURCE CENTER.....SUPERVISOR STUMBO

Supervisor Stumbo stated that there are several items that need maintenance at the Community Resource Center located in West Willow. She added that township building officials went out to look at the building and gave their recommendation for improvements and that the #1 priority was listed as repairing the foundation or installing a barrier wall to prevent ground hogs from getting in.

Discussion continued with the board agreeing that the maintenance should move forward.

AGENDA REVIEW.....SUPERVISOR STUMBO

PUBLIC HEARING

- A. 7:00PM – RESOLUTION 2022-12, 2022 SPECIAL ASSESSMENT LEVY
(PUBLIC HEARING SET AT THE AUGUST 18, 2022 REGULAR MEETING)**

Supervisor Stumbo stated that this is something that has to be done every year and that this is for the assessments of streetlights, cameras and drains.

3. CONSENT AGENDA

- A. MINUTES OF THE AUGUST 16, 2022 WORK SESSION AND REGULAR MEETING**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 WORK SESSION
PAGE 3**

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR SEPTEMBER 6, 2022 IN THE AMOUNT OF \$801,958.78**
- 2. STATEMENTS AND CHECKS FOR SEPTEMBER 20, 2022 IN THE AMOUNT OF \$1,012,239.74**
- 3. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR AUGUST 2022 IN THE AMOUNT OF \$48,810.84**
- 4. CLARITY HEALTHCARE ADMIN FEE FOR AUGUST 2022 IN THE AMOUNT OF \$1,357.88**

Clerk Jarrell Roe stated that she would like to table the minutes for the August 16, 2022 meeting in order to make some changes.

NEW BUSINESS

- 1. RESOLUTION 2022-13, ROAD CLOSURE REQUEST FOR CALVARY BAPTIST CHURCH FALL FESTIVAL**

Clerk Jarrell Roe stated this is a community event being held by Calvary Baptist Church. She added this festival is usually inside, but this year it is being held outside to start expanding.

- 2. REQUEST APPROVAL OF THE CONTRACT WITH THE NATIONAL KIDNEY FOUNDATION OF MICHIGAN TO OFFER ENHANCE FITNESS CLASSES AT THE COMMUNITY CENTER FOR 2022**

John Hines, Recreation Director stated this program has been at the community center in the past. He added they will provide classes three days a week for up to

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 WORK SESSION
PAGE 4**

30 participants. The recreation department will be responsible for advertising, program space, storage and first aid materials. The classes are offered free to senior members.

3. REQUEST AUTHORIZATION TO APPROVE THE SALE OR REMOVAL OF TOWNSHIP EQUIPMENT

Michael Hoffmeister, Residential Services Director, stated this request comes to the board every year and is a request to sale or remove excess equipment in the manner detailed in the financial policy.

4. RESOLUTION 2022-10, MICHIGAN DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND PROJECT AT COMMUNITY CENTER PARK

Michael Hoffmeister, Residential Services Director, stated this resolution is for a LWCF grant that the township has been awarded. He added this is a 2020 grant due to delays at the state and national park service. He stated this grant will allow upgrades to the tennis courts at Community Center Park and that this is for tennis and pickle ball. Mr. Hoffmeister added this project would reduce the footprint about 50% with two tennis courts and two pickle ball courts.

Trustee Swanson asked about reducing the footprint since pickle ball is a very popular sport right now. She also added that she is concerned about the wind since it became a problem at Ford Lake Park. Mr. Hoffmeister responded that the courts

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 WORK SESSION
PAGE 5**

have not gone to design yet so the number of courts can always be changed. He also added that windscreens are part of the specifications with Spicer Group.

5. REQUEST APPROVAL OF THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT FOR COMMUNITY CENTER PARK

Michael Hoffmeister, Residential Services Director, stated this is the formal agreement that authorizes the township and the state to enter into the project together.

6. REQUEST TO APPROVE A LETTER OF AGREEMENT WITH SPICER GROUP FOR PROFESSIONAL SERVICES FOR THE COMMUNITY CENTER PARK UPDATES IN THE AMOUNT OF \$52,000.00 BUDGETED IN LINE ITEM #213-901-975-520 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

Michael Hoffmeister, Residential Services Director, stated this agreement is for design grant administration, construction administration and survey. He added the project will not go to bid until 2023.

7. REQUEST APPROVAL OF MAINTENANCE AGREEMENT WITH RELEAF FOR TREES TO BE PLANTED AT SUGARBROOK PARK

Michael Hoffmeister, Residential Services Director, stated that ReLeaf is a non-profit group that assists with tree planting throughout the state. He added that if

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 WORK SESSION
PAGE 6**

this is approved ten trees would be planted at Sugarbrook Park and then the township would be responsible for the maintenance of those trees. Mr. Hoffmeister stated that he is concerned about this because our parks have limited staff and maintaining trees is not our specialty.

Supervisor Stumbo stated that the township plants 15-20 trees every year and that a warranty is purchased with a one year guarantee.

Supervisor Stumbo asked if ReLeaf would provide a warranty for the trees and Mr. Hoffmeister responded that they would not.

Clerk Jarrell Roe stated that the maintenance agreement from ReLeaf is not as detailed as most agreements that come before the board.

Supervisor Stumbo asked if Mr. Hoffmeister was recommending approval. He answered that he was hesitant to recommend approval, and to say no to trees, but he had concerns for township staff to comply with the maintenance agreement.

Supervisor Stumbo asked if the trees being purchased by the township could go to Sugarbrook Park. Mr. Hoffmeister answered yes they could, and these trees will have a warranty.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 WORK SESSION
PAGE 7**

**8. REQUEST APPROVAL OF CHANGE ORDER #3 WITH STANTEC FOR THE
LOONFEATHER POINT PARK RENOVATION IN THE AMOUNT OF \$5,000.00
BUDGETED IN LINE ITEM #213-901-975-587**

Michael Hoffmeister, Residential Services Director, stated this is for Stantec, the prime professional handling the Loonfeather Point Project and this request is due to the continuation of the of project.

Supervisor Stumbo asked if there is a penalty for the contractor not completing the project on time. Mr. Hoffmeister stated that it is \$800.00 per day.

Trustee Peterson confirmed that the \$800.00 per day would be a credit to the township.

**9. RESOLUTION 2022-15, MICHIGAN DEPARTMENT OF NATURAL RESOURCES
LAND AND WATER CONSERVATION FUND PROJECT AT CLUBVIEW PARK**

Michael Hoffmeister, Residential Services Director, stated that this is the same type of grant that was approved earlier for Community Center Park and would also update the tennis courts at Clubview Park. Mr. Hoffmeister stated this project would go to bid early next year.

**10. REQUEST APPROVAL OF THE MICHIGAN DEPARTMENT OF NATURAL
RESOURCES LAND AND WATER CONSERVATION FUND DEVELOPMENT
PROJECT AGREEMENT FOR CLUBVIEW PARK**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 WORK SESSION
PAGE 8**

Michael Hoffmeister, Residential Services Director, stated this agreement accepts the grant and goes with the resolution.

- 11. REQUEST TO APPROVE A LETTER OF AGREEMENT WITH SPICER GROUP FOR PROFESSIONAL SERVICES FOR THE CLUBVIEW PARK IMPROVEMENTS IN THE AMOUNT OF \$47,000.00 BUDGETED IN LINE ITEM #213-901-974-026 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

- 12. REQUEST APPROVAL TO FUND THE FRIENDS IN DEED COMMUNITY MURAL PROJECT LOCATED AT 1196 ECORSE RD. IN THE AMOUNT OF \$14,500.00 BUDGETED IN LINE ITEM #101-729-969-010**

Supervisor Stumbo stated this project is located at 1196 Ecorse and detailed how the mural was completed.

- 13. RESOLUTION 2022-14, AUTHORIZING THE WATER RESOURCE COMMISSIONER TO EXCEED THE STATUTORY SPENDING AND ASSESSMENT LIMIT OF \$5,000.00 PER YEAR FOR THE MAINTENANCE AND REPAIR OF THE SOUTH FORD LAKE DRAIN**

Supervisor Stumbo stated there had been a collapse of the drain and it had needed emergency repair.

- 14. BUDGET AMENDMENT #12**

Clerk Jarrell Roe reviewed the details of the budget amendment request.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 WORK SESSION
PAGE 9**

AUTHORIZATIONS AND BIDS

**1. REQUEST TO SEEK BIDS FOR ROOF SAFETY IMPROVEMENTS AT THE
YPSILANTI TOWNSHIP COMMUNITY CENTER**

Michael Hoffmeister, Residential Services Director stated that he was working on this project with Michael Saranen, from the township safety committee. He added that is to meet MIOSHA best practice standards for pitched roofs.

**2. REQUEST TO SEEK BIDS FOR BUILDING IMPROVEMENTS FOR THE PARK
AND GROUND MAINTENANCE BUILDING**

Michael Hoffmeister, Residential Services Director stated this project is multifaceted. He added that there have been bats in the building and this work is to seal off their entryways. Mr. Hoffmeister said they were working with an Eagle Scout to build bat boxes, which would provide homes to the bats.

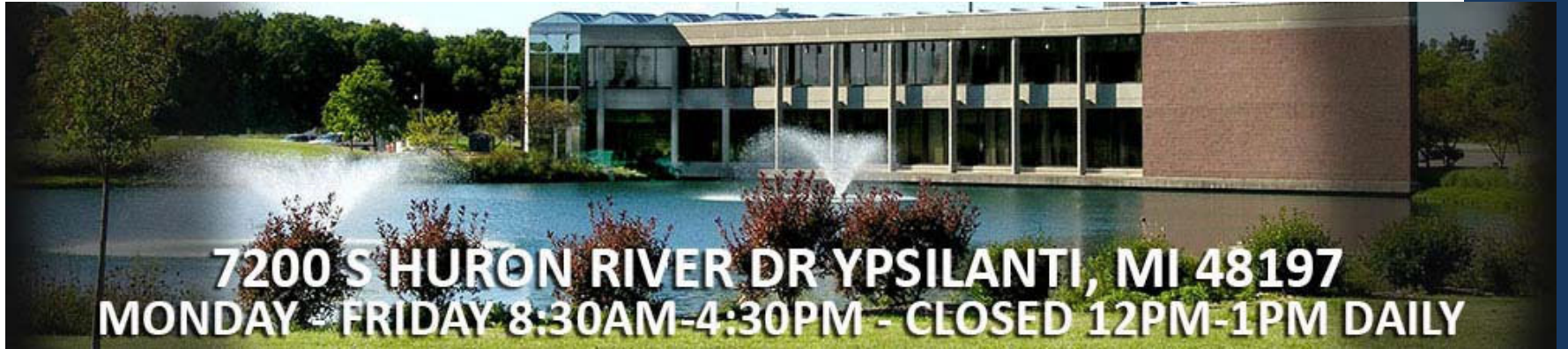
PUBLIC COMMENTS

Twelve public comments were given.

The Work Session meeting was adjourned at approximately 6:42pm.

Respectfully Submitted,

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



**2023 BUDGET REQUEST –
LINE BY LINE BUDGETS
WITH NARRATIVES ARE
AVAILABLE ON OUR
WEBSITE - YTOWN.ORG**

<https://ytown.org/budget-information>

2023 BUDGET REQUEST OVERVIEW

- ❖ MILLAGE RATES AND TAX REVENUE
- ❖ STATE SHARED REVENUE
- ❖ BASIC EXPENDITURE
ASSUMPTIONS
- ❖ PENSION AND OPEB OVERVIEW

2022 TAX RATE REQUEST L-4029

Board Approved August 16, 2022

Michigan Department of Treasury
614 (Rev. 02-22)

ORIGINAL TO: County Clerk(s) **L-4029**
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

Carefully read the Instructions on page 2.

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes Washtenaw	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022 TV 1,594,376,599 (TV minus Renaissance Zone 1,564,932,814)
Local Government Unit Requesting Millage Levy Charter Township of Ypsilanti	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	GEN OP	N/A	1.1160	.9925	.9872	.9797	1.0000	.9797		.9797	N/A
Voted	Fire Prot	08/03/21	3.1250	3.1250	.9872	3.0850	1.0000	3.0850		3.0850	12/2025
Voted	Fire Cap	05/08/18	.5000	.4881	.9872	.4818	1.0000	.4818		.4818	12/2022
Voted	Solid Waste	08/03/21	2.4050	2.4050	.9872	2.3742	1.0000	2.3742		2.3742	12/2025
Voted	Police	08/03/21	5.7000	5.7000	.9872	5.6270	1.0000	5.6270		5.6270	12/2025
Voted	Rec/BP	08/03/21	1.0059	1.0059	.9872	.9930	1.0000	.9930		.9930	12/2025
PA345	FPen/HC	N/A						.8100		.8100	N/A
								14.3607			

Prepared by Javonna Neel	Telephone Number (734) 544-3601	Title of Preparer Accounting Director	Date
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature <i>Heather Jarrell Roe</i>	Print Name Heather Jarrell Roe	Date <i>8/18/22</i>
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson			
<input checked="" type="checkbox"/> President	Signature <i>Brenda L. Stumbo</i>	Print Name Brenda L. Stumbo	Date <i>8/18/22</i>

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Historical Millage Rates

BUDGET YEAR	2020	2021	2022	2023
TAX ROLL YEAR	2019	2020	2021	2022
Headlee Rollback	0.9899	0.9972	0.9891	0.9872
Fire Operating	3.0649	3.0563	3.1250	3.0850
Fire Capital	0.4949	0.4935	0.4881	0.4818
General Operating	1.0064	1.0035	0.9925	0.9797
Law Enforcement	5.8356	5.8192	5.7000	5.6270
BSR	0.9865	0.9837	1.0059	0.9930
Solid waste	2.1135	2.1075	2.405	2.3742
Total Operating	13.5018	13.4637	13.7165	13.5407
Fire Pension	1.3300	1.3300	1.1000	0.8100
Total Millage Levy	14.8318	14.7937	14.8165	14.3507

2023 TAX REVENUE BUDGET OVERVIEW

- ❖ Millage Levy and Budget Assumptions
- ❖ The fire pension and retiree health care millage was decreased from 1.1000 to .8100. This was due to the reduction in the annual required contribution to both the fire pension and other pension employee benefits (OPEB) health care.
- ❖ Headlee rollback is implemented when the annual growth on existing property is greater than the rate of inflation.
- ❖ The "Headlee Rollback" was .9872 for 2022 tax roll. This decrease affects all millages with the exception of fire pension.

2023 TAX REVENUE BUDGET OVERVIEW

- ❖ As reported on our L-4029 approved at the August 16, 2022 Board meeting.
- ❖ The 2022 taxable values (TV) of 1,594,376,599 was an increase of 5.3% over the 2021 TV of 1,509,688,440.
- ❖ Renaissance Zone are the properties and pilots with exemptions.
- ❖ The 2022 taxable values (TV) minus Renaissance Zone of 1,564,932,814 was a 5.7% increase over 2021 TV minus Renaissance Zone of 1,480,133,552.

2023 TAX REVENUE BUDGET OVERVIEW

- ❖ The 2023 budgeted tax revenues are based off of the 2022 TV of 1,594,376,599 minus the renaissance zone, 2008 & 2009 pilots, delinquent personal property, board of review adjustments and Local Development Finance Authority (LDFA) TV's. As calculated by the Accounting Director.
- ❖ The taxable value assumption of 1,548,535,588 was used for the 2023 tax revenue budget as calculated by the Accounting Director.

TV plus 50%IFT	1,594,376,599
Renaissance Zone	(27,107,585)
2008 & 2009 Pilots	(2,336,200)
Delinquent PPT	(3,900,000)
MTT, BOR, Foreclosures	(9,086,748)
LDFA	(3,410,478)
<hr/>	
Total TV with assumptions	1,548,535,588

2023 TAX REVENUE BUDGET OVERVIEW

❖ Calculated Actual and Budget Tax Revenue Assumptions

Taxable Value	1,471,873,553 2022 ACTUAL Revenue 2021 Tax Roll	1,548,535,588 2023 BUDGETED Revenue 2022 Tax Roll
Operating:		
General Fund	\$1,460,835	\$1,517,100
Fire	\$4,599,605	\$4,777,232
Fire Capital Improvement	\$718,421	\$746,084
Solid Waste	\$3,539,856	\$3,676,533
Law Enforcement	\$8,389,679	\$8,713,610
Parks and Bike Path	\$1,480,558	\$1,537,696
Fire Pension	\$1,619,061	\$1,254,314
TOTAL TAX REVENUES	\$21,808,014	\$22,222,570

2023 TAX REVENUE BUDGET OVERVIEW

- ❖ Calculation of total budgeted tax dollar amount received - Taxable value
 $1,548,535,588 \times \text{millage of } 14.3507 / 1000 = \$22,222,570.$
- ❖ Administrative tax revenues are collected from property tax bills at 1% - does not include special assessments. The funds may only be used to offset expenditures of the Township's Assessment and Treasury Departments, which total over \$959K.
- ❖ Administrative tax revenues for 2022 is \$818,973 and budgeted amount for 2023 is \$825,000.

2023 STATE SHARED REVENUE BUDGET OVERVIEW

- ❖ State Shared Revenue estimate for 2023 is \$6,328,404 a 3.4 % decrease from the 2022 current State projection of \$6,551,524.
- ❖ The budgeted amount for 2022 was a \$5,472,062 projection at the time of budget approval. State increase of 20% to \$6,551,524 at 7/29/22.
- ❖ The State Shared Revenue projections are issued by the State in 6 installments for their fiscal year October 1 to September 30. The Township is on a calendar year from January 1, to December 31.
- ❖ The State projected amount for FY 2022-2023 is \$5,742,738 Constitutional and \$585,666 for the CVT payments totaling \$6,328,404.
- ❖ Constitutional Payment = 2020 Population x Distribution Rate (2023 projected at 103.156792.)

Expenditure Assumptions for all Funds

Personnel Wages

- ❖ TPOAM, Teamster, and 14B District Court Union employees 3% increase assumption budgeted for 2023. Teamster Union contract expires 12/2024. All other union contracts are currently in negotiations.
- ❖ Non union management increases are often determined by Teamster union increases. A 3% increase has been budgeted for 2023.
- ❖ Fire Union Increase – 3% Contract January 1, 2020 to December 31, 2023.
- ❖ Elected Officials salaries are set by Board every year.

Personnel Fringes

- ❖ Health Care Insurance – Estimated increase of 20% budgeted. Actual rate increase of 7.97% received on September 13th. We will adjust for final budget.
- ❖ Vision – No increase for 2023.
- ❖ Disability – No increase for 2023
- ❖ Life Insurance – No increase
- ❖ Dental– Estimated increase of 10% budgeted. We should receive rates by October and will adjust for final budget.

2023 General Employees MERS Pension

Township Contributions:

- ❖ Flat rate per Employee hired before 1/1/2014 – increased from \$28,536 in 2022 to \$32,101 in 2023 – this is due to the closed retirement account for new employees and employees retiring in 2021.
- ❖ Employees hired after January 1, 2014 – increased from 4.76% of wages for 2022 to 5.48% of wages in 2023. (Need to adjust budget from 4.76% to 5.48%)

MERS –Employer annual determined contribution (ADC) decreased from \$895,068 in 2022 to \$860,808 in 2023.

GENERAL MERS PENSION		
Liabilities and Assets - as of December 31, 2021	2020	2021
1. Actuarial Accrued Liability	26,870,179	28,781,184
2. Plan Assets	18,566,300	21,298,840
3. Unfunded Actuarial Accrued Liability (1) - (2)	8,303,879	7,482,344
4. Funded Ration (2)/(1)	69.10%	74.00%
	2022	2023
Annual Determined Contribution	895,068	860,808

Based on 12/31/2021 Actuarial Report provide by GRS

2023 General Employees Other Postemployment Benefits -OPEB

OPEB Retiree Health Care – Annual Determined Contribution (ADC) Township Contributions:

- ❖ The ADC decreased 59.7% from \$496,319 in 2022 to \$200,000* in 2023.
- ❖ OPEB is closed and only employees hired before 1/1/2014 are eligible. The budget is \$7,700 per 26 active employees. (Need to adjust budget from \$8,333 to \$7,700 per employee)

2021 Actuarial Report by GRS dated 12/31/2021:

Liabilities and Assets - as of December 31, 2021		
Assumed Investment Return	7.00%	6.50%
1. Present Value of Future Benefit Payments	\$11,219,515	\$11,879,424
2. Actuarial Accrued Liability	10,711,851	11,290,141
3. Plan Assets	10,033,296	10,033,296
4. Unfunded Actuarial Accrued Liability (2) - (3)	678,555	1,256,845
5. Funded Ration (3)/(2)	93.70%	88.90%
	2023	2023
*Annual Determined Contribution	109,224	*171,558

2023 General Employees Other Postemployment Benefits -OPEB

Health Care Savings Plan:

- ❖ Employees hired after 12/31/2013 are not eligible for retiree health care.
- ❖ A health care savings plan provided for employees hired after 1/1/2014. Township contribution \$1,300 per employee. Total budgeted for 2023 for 56 positions is \$72,800.

2023 FIRE PENSION

- ❖ The amount contributed to the pension in 2022 was \$984,011 - was slightly higher than the annual determined contribution (ADC) due to an additional difference in the tax collected.
- ❖ Assumptions and methods used are still impacting increases. The investment return rate is 6.5%, the price of inflation is 2.5%, the wage inflation is 3% and an updated morality scale is being used in the calculations.

FIRE PENSION		
Liabilities and Assets - as of December 31, 2021	2020	2021
1. Actuarial Accrued Liability	37,396,930	37,495,148
2. Plan Assets	29,763,124	31,333,022
3. Unfunded Actuarial Accrued Liability (1) - (2)	7,633,806	6,162,126
4. Funded Ration (2)/(1)	79.59%	83.57%
	2022	2023
Annual Determined Contribution	975,040	876,661

Based on Actuarial Valuation Report dated 12/31/2021 - Nyhart

2023 FIRE Other Pension Employee Benefit

FIRE PENSION OPEB		
Liabilities and Assets - as of December 31, 2021	2020	2021
1. Actuarial Accrued Liability	12,624,186	11,061,385
2. Plan Assets	8,544,128	9,412,021
3. Unfunded Actuarial Accrued Liability (1) - (2)	4,080,058	1,649,364
4. Funded Ration (2)/(1)	67.68%	85.09%
	2022	2023
Annual Employer Contribution	700,000	
Annual Determined Contribution	648,118	366,182

- ❖ OPEB is closed and only employees hired before 1/1/2014 are eligible.
- ❖ Employee hired after 12/31/2013 are not eligible for retiree health care.
- ❖ A health care savings plan provided for employees hired after 1/1/2014. Township contribution is \$5,330 per firefighter in 2023. Total budget of 15 firefighters for 2023 is \$79,950.

Based on Actuarial Valuation Report dated 12/31/2021 - Nyhart

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 REGULAR BOARD MEETING**

Supervisor Brenda 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

3. PUBLIC HEARING

**A. 7:00PM – RESOLUTION 2022-12, 2022 SPECIAL ASSESSMENT LEVY
(PUBLIC HEARING SET AT THE AUGUST 18, 2022 REGULAR MEETING)**

Supervisor Stumbo opened the public hearing at 7:02pm. There were no comments given and the hearing was closed at 7:04pm.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Wilson to approve Resolution 2022-12, 2022 Special Assessment Levy (see attached).

4. PUBLIC COMMENTS

Ten public comments were given.

3. CONSENT AGENDA

A. MINUTES OF THE AUGUST 16, 2022 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR SEPTEMBER 6, 2022 IN THE AMOUNT OF \$801,958.78**
- 2. STATEMENTS AND CHECKS FOR SEPTEMBER 20, 2022 IN THE AMOUNT OF \$1,012,239.74**
- 3. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR AUGUST 2022 IN THE AMOUNT OF \$48,810.84**
- 4. CLARITY HEALTHCARE ADMIN FEE FOR AUGUST 2022 IN THE AMOUNT OF \$1,357.88**

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to table the August 16, 2022 minutes until the next board meeting and to approve the remaining consent agenda.

The motion passed unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 REGULAR BOARD MEETING
PAGE 2**

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters detailed the latest in the case involving the Gault Village shopping center. He stated the township building officials and attorneys had recently toured this building section by section. Attorney Winters added that the next hearing in this matter will be September 23, 2022.

OLD BUSINESS

1. 2ND READING OF ORDINANCE 2022-500, AN ORDINANCE TO AMEND CHAPTER 62 ARTICLE IV, SECTION 62-76 (A)(1) OF THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST WATER SERVICE RATES

(1ST READING HELD AT THE AUGUST 16, 2022 REGULAR MEETING)

Clerk Jarrell Roe read the ordinance into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the 2nd reading of Ordinance 2022-500, an ordinance to amend chapter 62 article IV, section 62-76 (A)(1) of the Code of Ordinances, Charter Township of Ypsilanti, to adjust water service rates (see attached).

Luther Blackburn, YCUA Director stated that the average impact to a township resident for the 4% increase is about \$3.81 on a bi-monthly bill. He added that the main reasons for the requested increase is recovery from loss consumption due to COVID and cost increases due to inflation for equipment and supplies.

Trustee Swanson expressed her concern that in the future the YCUA Board may want to continue to ask for an increase above the pass through costs. Mr. Blackburn responded that in his twenty years with the authority that has never been the mindset of the authority. He added that they do an extensive analysis before requesting rate increases and that the last few years had been very unusual with the pandemic.

Clerk Jarrell Roe asked Mr. Blackburn to share about recent good news YCUA had received. He responded that YCUA had received loan forgiveness from EGLE for pump station improvements, water meter improvements, and telemetry improvements.

Supervisor Stumbo stated she appreciated the time Mr. Blackburn had spent in meetings with township officials in the last few weeks to review the proposed increases and why they were being requested.

A roll call vote was held.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 REGULAR BOARD MEETING
PAGE 3**

Stumbo: Yes
Jarrell Roe: Yes
Eldridge: Yes

John Newman: Yes
Gloria Peterson: Yes
Debbie Swanson: Yes

Jimmie Wilson, Jr.: Yes

The motion carried unanimously.

2. FIRST READING OF ORDINANCE 2022-501, AN ORDINANCE TO AMEND CHAPTER 62 ARTICLE IV, SECTION 62-76 (A)(1) OF THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST SEWAGE DISPOSAL RATES

(1ST READING HELD AT THE AUGUST 16, 2022 REGULAR MEETING)

Clerk Jarrell Roe read the ordinance into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Swanson to approve the 2nd reading of Ordinance 2022-501, an ordinance to amend chapter 62 article IV, section 62-76 (A)(1) of the Code of Ordinances, Charter Township of Ypsilanti, to adjust sewage disposal rates (see attached).

Trustee Newman asked if this increase was in addition to the water increase. Mr. Blackburn responded that the 4% increase is cumulative and includes both water and sewer.

A roll call vote was held.

Stumbo: Yes
Jarrell Roe: Yes
Eldridge: Yes

John Newman: Yes
Gloria Peterson: Yes
Debbie Swanson: Yes

Jimmie Wilson, Jr.: Yes

The motion carried unanimously.

NEW BUSINESS

1. RESOLUTION 2022-13, ROAD CLOSURE REQUEST FOR CALVARY BAPTIST CHURCH FALL FESTIVAL

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Trustee Wilson and seconded by Treasurer Eldridge to approve Resolution 2022-13, road closure request for Calvary Baptist Church (see attached).

The motion carried unanimously.

2. REQUEST APPROVAL OF THE CONTRACT WITH THE NATIONAL KIDNEY FOUNDATION OF MICHIGAN TO OFFER ENHANCE FITNESS CLASSES AT THE COMMUNITY CENTER FOR 2022

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 REGULAR BOARD MEETING
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A motion was made by Trustee Peterson and seconded by Treasurer Eldridge to approve the contract with the National Kidney Foundation of Michigan to offer Enhance Fitness classes at the community center for 2022 (see attached).

The motion carried unanimously.

3. REQUEST AUTHORIZATION TO APPROVE THE SALE OR REMOVAL OF TOWNSHIP EQUIPMENT

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to approve the sale or removal of township equipment.

The motion carried unanimously.

4. RESOLUTION 2022-10, MICHIGAN DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND PROJECT AT COMMUNITY CENTER PARK

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 2022-10, Michigan Department of Natural Resources Land and Water Conservation Fund project at Community Center Park (see attached).

Trustee Swanson stated she had concerns about the proposed reduction in size for the tennis and pickle ball courts.

The motion carried unanimously.

5. REQUEST APPROVAL OF THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT FOR COMMUNITY CENTER PARK

A motion was made by Clerk Jarrell Roe and seconded by Trustee Wilson to approve the Michigan Department of Natural Resources Land and Water Conservation Fund Development Project Agreement for Community Center Park (see attached).

The motion carried unanimously.

6. REQUEST TO APPROVE A LETTER OF AGREEMENT WITH SPICER GROUP FOR PROFESSIONAL SERVICES FOR THE COMMUNITY CENTER PARK UPDATES IN THE AMOUNT OF \$52,000.00 BUDGETED IN LINE ITEM #213-901-975-520 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve a letter of agreement with Spicer Group for professional services for the Community Center Park updates in the amount of \$52,000.00 budgeted in line

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 REGULAR BOARD MEETING
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item #213-901-975-520 contingent upon approval of the budget amendment (see attached).

The motion was carried unanimously.

7. REQUEST APPROVAL OF MAINTENANCE AGREEMENT WITH RELEAF FOR TREES TO BE PLANTED AT SUGARBROOK PARK

Clerk Jarrell Roe stated that there were concerns during the work session discussion about the lack of detail in the contract. She also stated she was concerned about the parks being short staffed and how the township would be able to maintain its obligations in the contract.

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to table the approval of a maintenance agreement with ReLeaf for trees to be planted at Sugarbrook Park.

The motion carried with Trustee Wilson voting against.

8. REQUEST APPROVAL OF CHANGE ORDER #3 WITH STANTEC FOR THE LOONFEATHER POINT PARK RENOVATION IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #213-901-975-587

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve change order #3 with Stantec for the Loonfeather Point Park renovation in the amount of \$5,000.00 budgeted in line item #213-901-975-587 (see attached).

The motion carried unanimously.

9. RESOLUTION 2022-15, MICHIGAN DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND PROJECT AT CLUBVIEW PARK

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 2022-15, Michigan Department of Natural Resources Land and Water Conservation Fund Project at Clubview Park (see attached).

The motion carried unanimously.

10. REQUEST APPROVAL OF THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT FOR CLUBVIEW PARK

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to approve the Michigan Department of Natural Resources Land and Water Conservation Fund Development Project Agreement for Clubview Park (see attached).

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 REGULAR BOARD MEETING
PAGE 6**

The motion carried unanimously.

11. REQUEST TO APPROVE A LETTER OF AGREEMENT WITH SPICER GROUP FOR PROFESSIONAL SERVICES FOR THE CLUBVIEW PARK IMPROVEMENTS IN THE AMOUNT OF \$47,000.00 BUDGETED IN LINE ITEM #213-901-974-026 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve a letter of agreement with Spicer Group for professional services for the Clubview Park improvements in the amount of \$47,000.00 budgeted in line item #213-901-974-026 contingent upon approval of the budget amendment (see attached).

The motion carried.

12. REQUEST APPROVAL TO FUND THE FRIENDS IN DEED COMMUNITY MURAL PROJECT LOCATED AT 1196 ECORSE RD. IN THE AMOUNT OF \$14,500.00 BUDGETED IN LINE ITEM #101-729-969-010

A motion was made by Trustee Swanson and Supported by Trustee Wilson to approve funding the Friends in Deed community mural project located at 1196 Ecorse Rd. in the amount of \$14,500.00 budgeted in line item #101-729-969-010.

Clerk Jarrell Roe stated that this is our first community art and is part of the master plan.

The motion carried unanimously.

13. RESOLUTION 2022-14, AUTHORIZING THE WATER RESOURCE COMMISSIONER TO EXCEED THE STATUTORY SPENDING AND ASSESSMENT LIMIT OF \$5,000.00 PER YEAR FOR THE MAINTENANCE AND REPAIR OF THE SOUTH FORD LAKE DRAIN

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Trustee Peterson and seconded by Treasurer Eldridge to approve Resolution 2022-14, Authorizing the Water Resource Commissioner to exceed the statutory spending and assessment limit if \$5,000.00 per year for the maintenance and repair of the South Ford Lake Drain (see attached).

Supervisor Stumbo stated that these were emergency repairs and they were not yet sure what the cost to residents would be because the number of people in the district had not been determined. She added that the township's statutory obligation for costs is 35%. Supervisor Stumbo stated that the water resource commission needed approval from the board to move forward above the \$5,000.00 limit.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 REGULAR BOARD MEETING
PAGE 7**

The motion carried unanimously.

14. BUDGET AMENDMENT #12

Supervisor Stumbo reviewed details of the budget amendment.

Clerk Jarrell Roe read the budget amendment into the record.

A motion was made by Clerk Jarrell Roe and seconded by Trustee Peterson to approve budget amendment #12 (see attached).

Supervisor Stumbo stated that there was a lot of concerns discussed during the work session about the contract with ReLeaf. She added that normally when we buy trees they come with a warranty, but the trees coming with the Releaf agreement required a three year maintenance agreement and there were concerns about township staffing and being able to fulfill this obligation.

Trustee Wilson thanked Supervisor Stumbo for the explanation on the ReLeaf contract. He also added that he had been volunteering with the Vietnam Veteran's Memorial the last few years and that next year he may not have as much time so Treasurer Stan Eldridge would be stepping in for him.

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

**1. REQUEST TO SEEK BIDS FOR ROOF SAFETY IMPROVEMENTS AT THE
YPSILANTI TOWNSHIP COMMUNITY CENTER**

A motion was made by Treasurer Eldridge and seconded by Clerk Jarrell Roe to approve seeking bids for roof safety improves at the Ypsilanti Township Community Center.

The motion carried unanimously.

**2. REQUEST TO SEEK BIDS FOR BUILDING IMPROVEMENTS FOR THE PARK
AND GROUND MAINTENANCE BUILDING**

A motion was made by Clerk Jarrell Roe and seconded by Trustee Newman to approve seeking bids for building improvements for the Parks and Ground Maintenance Building.

The motion carried unanimously.

OTHER BUSINESS

There was no other business discussed.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 REGULAR BOARD MEETING
PAGE 8**

BOARD MEMBER UPDATES

Clerk Jarrell Roe stated that she would like to acknowledge Mrs. Ruby Walker who had passed away recently. She added that Mrs. Walker had given 21 years of service to the township and she is greatly missed.

Clerk Jarrell Roe stated that the clerk's office has applied for \$28,500 in grant funding from the state and she would update once she finds out if we are awarded the money.

Clerk Jarrell Roe said that ballots will be available in the clerk's office starting September 29, 2022.

Treasurer Eldridge stated that his office had collected approximately 53 out of 56 million in taxes owed to the township. He added that puts us at 94%, which is the highest in the county.

Trustee Swanson stated she wanted to acknowledge the people who came out today to speak on the LPR's. She added that she was puzzled about the process and why people came to meetings expecting a vote, when this wasn't on the agenda. Trustee Swanson added that she thinks some of the things that are being said are not being portrayed correctly and that she is not sure how inciting fear and hate and unkindness with name calling will help to get our community to a place where thoughtful decisions can be made.

Trustee Peterson thanked the board for authorizing the road closure on Grove for the sickle cell run. She stated that it was given by University Bank and State Representative Rodney Peterson and had over 70 runners.

Supervisor Stumbo stated that we have had several cases of COVID among township employees and that it is still important to stay safe. She added that we still have masks and test kits for distribution but that more may need to be ordered.

Supervisor Stumbo stated she agrees with Trustee Swanson and does not understand why an item is being stirred up before the board when the board does not even have all the information for the project. She added that she has not had an opportunity to talk with the sheriff since the survey results were released, and that it is her understanding the survey was flawed because people were allowed to vote as many times as they wanted. Supervisor Stumbo said there will be more community engagement on the LPR's.

A motion to adjourn was made by Treasurer Eldridge and seconded by Trustee Wilson.

Motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 20, 2022 REGULAR BOARD MEETING
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The meeting was adjourned at approximately 8:42pm.

Respectfully Submitted,

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

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

**Charter Township of Ypsilanti
Ordinance 2022-500**

An ordinance to amend Chapter 62, Article IV, Section 62-76(a)(1) of the Code of Ordinances, Charter Township of Ypsilanti, to adjust waters service rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-76(a)(1) of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2022, existing water service rates shall prevail. For all billings rendered on or after October 1, 2022, charges for water services shall be as follows, for each bimonthly (two-month) period:

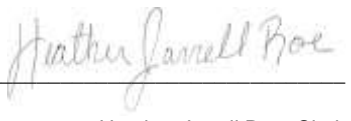
(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Water Rate
5/8-3/4	\$ 16.73
1	\$ 41.83
1-1/2	\$ 83.66
2	\$ 133.86
3	\$ 418.30
4	\$ 836.59
6	\$ 1,673.19
8	\$ 2,928.08
10	\$ 4,601.27
12	\$ 5,437.87

(2) Commodity rate: \$3.62 per 100 cubic feet

* * * * *

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2022-500 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 20, 2022 after first being introduced at a Regular Meeting held on August 18, 2022. The motion to approve was made by member Jarrell Roe and seconded by Swanson YES: Stumbo, Jarrell Roe, Eldridge, Newman, Swanson, Peterson and Wilson ABSENT: None NO: None ABSTAIN: None.



Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

**Charter Township of Ypsilanti
Ordinance 2022-501**

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to adjust sewage disposal rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2022, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2022, charges for sewage disposal services shall be as follows, for each bimonthly (two-month) period:


(1) **Readiness-to-serve rates based on size of meter:**

Meter Size (inch)	Sewage Rate
5/8-3/4	\$ 17.47
1	\$ 43.69
1-1/2	\$ 87.36
2	\$ 139.79
3	\$ 436.83
4	\$ 873.66
6	\$ 1,747.31
8	\$ 3,057.80
10	\$ 4,805.11
12	\$ 5,678.77

(2) **Commodity rate:** \$2.88 per 100 cubic feet

* * * * *

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2022-501 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 20, 2022 after first being introduced at a Regular Meeting held on August 18, 2022. The motion to approve was made by member Jarrell Roe and seconded by Swanson YES: Stumbo, Jarrell Roe, Eldridge, Newman, Swanson, Peterson and Wilson ABSENT: None NO: None ABSTAIN: None.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2022-13

RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Rosewood St. between Davis St. and Ecorse Rd. for the Calvary Baptist Church Fall Festival from 11am to 6pm on October 15, 2022.

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 Fred Crothers, Cavalry Baptist Church Facility Manager 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. 2022-13 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 20, 2022.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

Ypsilanti Township Recreation Department

Program: Enhance[®] Fitness

VENUE ACCESS AGREEMENT

This Venue Access Agreement ("Agreement") is dated as of the date below and is by and between The National Kidney Foundation of Michigan ("NKFM") and the Ypsilanti Township Recreation Department ("Owner"). Owner acknowledges and agrees that the person that signs this Agreement on Owner's behalf is Owner's authorized representative and NKFM's primary contact for purposes of this Agreement.

1. Venue. Owner hereby grants to NKFM the right to use the venue described in Exhibit A ("Venue"), during the time periods listed in Exhibit A and such other time periods as the parties may otherwise agree, for the purposes described in Exhibit A. Owner shall comply with the protocols and requirements described in Exhibit B, as may be updated from time to time by NKFM, and shall deliver the Venue and all related furniture, fixtures and equipment in good, clean, safe and secure order and condition.

2. Term and Termination. The term of this Agreement shall begin on the date listed below and shall automatically renew unless it is terminated earlier in accordance with its terms. Notwithstanding the foregoing, either party may terminate this Agreement at any time and for any or no reason upon ten (10) days' prior written notice to the other party. For the avoidance of doubt, the Exhibits to this Agreement shall remain in full force and effect throughout the initial term and any renewal term of this Agreement unless otherwise amended in accordance with this Agreement.

3. Equipment, Utilities, Janitorial Services and Laws. Owner shall provide NKFM use of the furniture, fixtures and equipment located in the Venue and the building in which the Venue is situated, as well as such other furniture, fixtures and equipment that are described in Exhibit B. Owner shall also provide the Venue with heat, air conditioning, cold and hot water and electricity for lighting and operation, as well as janitorial services, including trash removal. Owner shall comply with all applicable laws in connection with this Agreement and represents and warrants that it has the full right, power and authority to enter into, grant the rights and licenses and otherwise perform its obligations under this Agreement.

4. Confidentiality. All non-public, confidential or proprietary information of NKFM, its related persons or entities or its program participants is confidential and may not be disclosed or copied by Owner at any time unless authorized by NKFM in writing.

5. Financial Obligations and Liability.

(a) The parties shall comply with their financial and other obligations described in Exhibit C, which may be updated from time to time by the parties.

(b) **Hold Harmless.** Both NKFM and Owner agree to remain responsible for its own negligence, or tortuous acts, errors or omissions occurring during the terms of this Agreement, and the acts errors, or omissions of any its employees, agents or associated and affiliated entities.

Ypsilanti Township Recreation Department

Program: Enhance[®] Fitness

(c) IN NO EVENT WILL NKFM BE LIABLE TO OWNER, ANY OWNER'S PERSONNEL OR TO ANY THIRD PARTY FOR (i) ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGE OR (ii) AGGREGATE DAMAGES IN EXCESS OF \$10,000, REGARDLESS OF WHETHER ANY SUCH DAMAGE ARISES OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE OR WHETHER ANY SUCH DAMAGE WAS FORESEEABLE OR WHETHER OR NOT NKFM HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. Insurance. At all times during the term of this Agreement and for a period of two (2) years thereafter, Owner shall maintain commercial general liability insurance coverage with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of NKFM under this Agreement. Such insurance policy shall waive any right of subrogation of the insurers against NKFM, provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of NKFM shall be excess and non-contributory and name NKFM and its related persons and entities as additional insureds.

7. Intellectual Property. As between NKFM and Owner, NKFM is and shall be the sole and exclusive owner of (a) all right, title and interest in and to the program that it operates in connection with the Venue and any and all copyrights, trademarks, logos, patents, trade secrets, information, documents, data, know-how, methodologies and other materials and intellectual property rights (collectively, "Intellectual Property") related thereto; and (b) all Intellectual Property developed or acquired by NKFM prior to or independently of this Agreement. Nothing in this Agreement shall, by implication, estoppel or otherwise, grant Owner any rights in any of the foregoing, including, without limitation, any trademarks or logos, and Owner shall refrain from using the NKFM or program names or logos, or any other NKFM Intellectual Property, without first obtaining NKFM's prior written consent.

8. Miscellaneous. This Agreement, including its exhibits, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties regarding such subject matter. All notices and other communications under this Agreement must be in writing and addressed to the other party at its address set forth below. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible. Except as set forth above, no amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each party. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise. This Agreement and all matters arising out of or relating to this Agreement is governed by and is to be construed in accordance with the laws of the State of Michigan, without regard to the conflict of laws provisions thereof. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. The provisions of this Agreement that, by their nature, survive its expiration or

Ypsilanti Township Recreation Department

Program: Enhance[®] Fitness

termination, including, without limitation, Sections 4, 5, 6 and 7, shall so survive. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Ypsilanti Township Recreation Department

Program: Enhance® Fitness

This agreement shall be effective on September 1, 2022 and will automatically renew annually, unless either party needs to make changes or decides to terminate the agreement. It is understood by both parties that at anytime this agreement may be terminated by written notification from either party to the other.

National Kidney Foundation of Michigan

Ypsilanti Township Recreation Department

Signature: _____

Signature: _____

Name: Charlene Cole

Name: Brenda Stumbo

Title: Vice President NKFM

Title: Ypsilanti Township Supervisor

Address: 1169 Oak Valley Drive, Ann Arbor, MI
48108

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Signature: _____

Name: Heather Jarrell-Roe

Title: Ypsilanti Township Clerk

Address: 2025 E. Clark Road, Ypsilanti, MI 48198

Ypsilanti Township Recreation Department

Program: Enhance[®] Fitness

EXHIBIT A

VENUE, TIME PERIODS, PURPOSE

Venue Description:

Ypsilanti Township Recreation Department, 2025 E. Clark Road, Ypsilanti, MI 48198

Phone Number:

Office 734-544-3838

Program Contact People:

Nichole Passmore, npassmore@ytown.org

John Hines, jhines@ytown.org

Purpose:

Operation of the EnhanceFitness Program.

Room where the EnhanceFitness Program will take place:

Gym

Square Footage:

62' x 26' = 1612 sq. ft.

Days/Times of the Week for EnhanceFitness Classes:**

3 Classes*/week:

Monday 10:30 - 11:30am

Tuesday and Friday 1:00 pm-2:00pm

1 hour each session with 15 minutes before and after for set up/take down.

* The number of days/week that classes may be offered will be dependent on funding.

**classes may be cancelled for public health concerns, inclement weather, or upon unforeseen circumstances.

Ypsilanti Township Recreation Department

Program: Enhance[®] Fitness

EXHIBIT B

OWNER REQUIREMENTS

- Provide an ADA accessible facility large enough to hold an Enhance[®] Fitness (EF) class for participants.
- Provide a chair for every participant to use during an EF class.
- Maximum number of participants in class will be: 50 **(Participants must be Socially Distance)**
- Provide an Automated External Defibrillator (AED) Machine in a location accessible to NKFM EF Instructor.
- Have a First Aid Kit available and accessible to EF instructors.
- Owner shall keep equipment cart in secure office (includes weights, CPR mask, and lockbox).
- Owner shall lock the office where equipment kept at the end of the day.
- As agreed upon between NKFM and Owner, Owner shall be responsible for loss or theft of equipment from the cart.
- Communicate with participants.
- When deemed necessary, by NKFM staff, manage the confidential collection of waivers, attendance, participant demographic data, fitness checks and health and income information as required by NKFM.
- Follow HIPAA requirements at all times when managing the collection of confidential participant information.
- Recruit participants to attend EF classes, which is inclusive for all adults with varying fitness abilities, including those with intellectual and developmental disabilities and those in wheelchairs.
- Discuss sustainability plan with NKFM, if funding was to change.
- Actively and diligently offer and promote NKFM's services and the EF program, subject to Section 7 of the Agreement.
- Carry out its obligations under the Agreement and otherwise act with a high degree of professionalism, due diligence, care and efficiency.
- Not in any manner represent that it has any ownership in NKFM's intellectual property or that of the EF program.
- Not at any time do, or cause to be done, any act or thing in any way impairing or tending to impair, or challenge the validity of, any part of NKFM's intellectual property or that of the EF program.
- Ensure that the NKFM and EF logos appear on all Owner materials that are relevant to promoting the EF program in the community. This includes brochures, promotional materials, and resource materials, as well as recognition in all media materials such as news releases, public service announcements, online and social media, and event listings.

Charter Township of Ypsilanti

RESOLUTION NO. 2022-10

2020 MICHIGAN DEPARTMENT OF NATURAL RESOURCES

LAND AND WATER CONSERVATION FUND PROJECT

AGREEMENT RESOLUTION

It is Resolved that the Charter Township of Ypsilanti, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Charter Township of Ypsilanti does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \$176,200 (or 50%) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

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. 2022-10 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 20, 2022.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti



Michigan Department of Natural Resources - Grants Management
**LAND AND WATER CONSERVATION FUND
 DEVELOPMENT PROJECT AGREEMENT**

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.
 CFDA 15.916, Outdoor Recreation, Acquisition, Development & Planning

This Agreement is between **Ypsilanti Charter Township** in the county of **Washtenaw County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 703 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In Public Act 166 of 2, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund (LWCF) grant to the GRANTEE. The Federal Award Date is 05/16/2022 and the Federal Award ID Number for these funds is P22AP0214.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Community Center Park Improvements **Project Number:** 26-01845

Amount of grant: \$176,200.00 50% **PROJECT TOTAL:** \$352,400.00

Amount of match: \$176,200.00 50%

Start Date: Date of Execution by DEPARTMENT **End Date:** 06/30/2025

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by **07/15/2022**, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED

By [Print Name]: <u>Brenda L. Stumbo</u>	<u>Heather Jarrell Roe</u>
Title: <u>Supervisor</u>	<u>Clerk</u>
Organization: <u>Charter Township of Ypsilanti</u>	

Unique Entity Identifier

CV0048511

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By:

Grants Section Manager

Date of Execution by DEPARTMENT

Phone: 517-284-7268

Email: dnr-grants@michigan.gov

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

LWCF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, the development grant application bearing the number **26-01845** uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT.
4. The budget period allowed for project completion is from **05/16/2022** through **06/30/2025**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in the application.

- Access Pathway 6' wide or more
- Bench(es)
- Fence
- Paved ADA Parking Space(s)
- Pickelball Court
- Rain Garden with Native Plants
- Recycle Bin(s)
- Tennis Court
- Permit Fees

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7. The award is not for Research and Development.

8. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty Percent (50%) of Three Hundred and Fifty-Two Thousand Four Hundred dollars (\$352,400.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **One Hundred and Seventy-Six Thousand Two Hundred dollars (\$176,200.00)** which is the total amount obligated by this action.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty Percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

9. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to **One Hundred and Seventy-Six Thousand Two Hundred dollars (\$176,200.00)** in local match. This sum represents **Fifty Percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE. The indirect rate for this award is zero because it has been waived by the GRANTEE.
- b. with the exception of section 106 consultation and engineering costs as provided for in Section 9 incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications, and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days of execution of this Agreement and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's

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Final Guidelines for Outdoor Developed Areas.

- vii. Bury all overhead utility lines.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT, and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities
 - f. adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT may reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
10. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
11. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within **90 days of project completion and no later than 9/30/2025**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file

SIGMA Vendor Number

as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE .

12. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes pursuant to this Section may also require prior approval of the SERVICE.
13. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement .
14. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
15. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
16. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement .
17. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT and the SERVICE.
18. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate , therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
19. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement .
20. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project

SIGMA Vendor Number

- facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
21. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
22. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
23. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
- b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
24. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
25. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
26. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
27. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
28. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
29. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
30. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

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- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program ; and/or
 - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
31. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
32. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement
33. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
34. The GRANTEE agrees not to discriminate against an 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 religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
35. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
36. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.
37. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is attached.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____
The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

September 12, 2022

Mike Hoffmeister, CPRP
Residential Services Director
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

RE: Community Center Park Improvements
Charter Township of Ypsilanti, Michigan
Letter Agreement for Professional Services

Mr. Hoffmeister:

At your request, we are furnishing you with a letter agreement to provide professional services related to the design, bidding, construction administration, and inspection of the Community Center Park Improvements project.

BACKGROUND

In 2020, Ypsilanti Charter Township contracted with Spicer Group to apply for a Land and Water Conservation Fund (LWCF) grant through the Michigan Department of Natural Resources (MDNR) to remove existing tennis courts at the Community Center Park and construct new tennis and pickleball courts. The estimated project cost is \$352,400.00 and 50% (\$176,200.00) is to be funded by the grant, with the remainder to be funded by the Township. Up to \$49,500.00 for engineering fees are eligible for 50% grant reimbursement.

The scope of this project includes the removal of the existing tennis court playing surface, equipment, and fence enclosure that is in unusable condition, replacing with a new surface, fence enclosure, and equipment for both tennis and pickleball courts, paving ADA-accessible parking spaces and a short trail from the parking area to the courts, a rain garden, and various site amenities including park benches and waste/recycle receptacles.

In November 2020, the grant application we submitted on your behalf for this project was recommended by MDNR Director Dan Eichinger for award. The Township now must retain the services of a *Prime Professional* and may incur costs associated with the preparation of plans, specifications, and bid documents for the project. This document is our proposal to fulfill the role of *Prime Professional*.

September 12, 2022

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SCOPE OF BASIC PROFESSIONAL SERVICES

Spicer Group's proposed services follow. They are phased to reflect the orderly and reasonable progress of the project.

1. Survey

- a. Submit MissDIG design ticket, organize utility information, and coordinate with affected utility companies as necessary
- b. Perform a topographical survey of the site and prepare an existing conditions base plan.
 - i. Horizontal and vertical control will be established.
 - ii. Survey limits will include the area of the park necessary for creating plans, including 100' beyond the property lines where the project abuts a property line. We do not intend to survey the entire park property.
 - iii. All visible physical features will be located, including all walls, drives, paved areas, fences, sidewalks, pathways, trees, shrubs, drainage structures, culverts, etc.
- c. Procure a sub-contractor for soil borings

2. Design

- a. Create plans in CAD based on the conceptual drawings submitted in the grant application. These plans will include details necessary for construction.
- b. Anticipated sheets include:
 - i. Cover
 - ii. Notes
 - iii. Existing Conditions
 - iv. Site Plan
 - v. SESC plan
 - vi. Details
- c. Prepare bidding documents including standard contract language and a project manual complete with technical specifications defining pay items and materials/products to be used.
- d. Acquire a soil erosion permit. Permit fees are not included in our professional services fee.
- e. Hold a design review meeting with the Township prior to advertising the project for bids.

3. Bidding Assistance

- a. Post Plans and Specifications on the Spicer Group bidding website. We will post an advertisement on MITA and will provide the Township with an electronic copy of the advertisement to post elsewhere, if desired.
- b. Issue addenda as necessary to clarify the bidding documents.
- c. Host a bid opening
- d. Review bids and analyze for completeness; provide a bid tabulation for review
- e. Provide a recommendation of award

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4. Grant Administration

- a. Assist with MiGrants submittals required by the Nation Parks Service (NPS)
- b. Assist with executing the DNR Project Agreement
- c. Submit plans and specifications to MDNR with Professional Services Certification Form, itemized project cost estimate, and implementation schedule.
- d. Assist with the Contract/Vendor Selection Form and process with MDNR.
- e. Submit Reimbursement Request form PR 1919 with each contractor pay request

5. Construction Administration

- a. Issue notice of award
- b. Prepare contract documents and circulate for signatures
- c. Host pre-construction meeting
- d. Issue Notice to Proceed
- e. Review all product submittals and shop drawings
- f. Review pay requests and recommend payment
- g. Provide inspection and materials testing services on site as necessary
 - i. 80 hours of inspection and travel time estimated.
 - ii. Provide the following materials tests:
 1. Compaction testing during HMA paving
 2. Entrained air, temperature, slump, and compressive strength of concrete
- h. Conduct a substantial completion inspection and provide a punch list to the contractor
- i. Conduct a final completion inspection
- j. Project closeout – provide owner with copies of warranties and as-built drawings.

SERVICES NOT INCLUDED

For a clearer understanding of our work scope, the following is not included in our Scope of Basic Professional Services:

- Seeking or securing additional funding
- Expanding or altering the scope of work defined in the grant application and award
- Permit fees
- Boundary Survey

ADDITIONAL SERVICES

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

September 12, 2022

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FEE SCHEDULE

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, any additional authorized services, and any reimbursable expenses. Unless other payment arrangements are made, we will include any of our project subconsultants costs on our invoice including a 10% fee to cover taxes, administration, and insurance.

Survey	\$7,000
Design	\$20,000
Bidding Assistance.....	\$5,000
Grant Administration	\$3,000
Construction Administration.....	\$17,000
Total (Not to exceed).....	\$52,000

We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us. We deeply appreciate your confidence in Spicer Group, and we look forward to working with you and for you on your project.

Sincerely,



Kevin J. Wilks, P.E.
Project Manager



Philip A. Westmoreland, P.E.
Sr. Project Manager
SPICER GROUP, INC.
125 Helle Blvd, Suite 2
Dundee, MI 48131
Phone: (734) 823-3308

Attachment: General Conditions

Cc: SGI File 129784PR2020

Above proposal accepted and approved by Owner.

YPSILANTI CHARTER TOWNSHIP

By: 

Brenda Stumbo, Supervisor

Date: Sept. 21, 2022

By: 

Heather Jarrell Roe, Clerk

Date: Sept. 21, 2022

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall be property of the OWNER. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Nothing herein shall in any way, shape or form be construed to waive Ypsilanti Township's defense of governmental immunity.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-off's by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.2 Construction Observation. The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.3 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety

precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.4 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.5 Client Requested Substitutions. Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.7 Certifications, Guarantees and Warranties. The PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in the PROFESSIONAL's having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. The OWNER also agrees not to make resolution of any dispute with the PROFESSIONAL or payment of any amount due to the PROFESSIONAL in any way contingent upon the PROFESSIONAL's signing any such certification.

3.8 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.9 Permits and Approvals. The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Basic Services of this Agreement.

3.10 Statutes of Repose and Limitation. All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

3.11 Construction Layout. If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 3 Date 2 August 2022

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

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 3 scope of work includes: 1. Additional site visits and construction administration to cover time from previous anticipated contractor completion date of April/May 2022, to August/September 2022. December 1, 2021 is the contractors contract deadline. Additional Township costs are subject to reimbursement through the assessment of Liquidated Damages under the construction contract.

Table with 5 columns: Description, Quantity, Unit, Amount, Total. Rows include: Total fees this Change Order (\$ 5,000.00), Original agreement amount (\$ 58,696.00), Change Order Number 1 (\$ 3,850.00), Change Order Number 2 (\$ 12,500.00), Change Order Number (blank) (\$ -), Change Order Number (blank) (\$ -), Total Agreement (\$ 80,046.00).

Effect on Schedule: Contractor closeout anticipated August/September 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: 2022.08.02 17:58:45 -04'00'

Charter Township of Ypsilanti

Brendal Stumbo Heather Jarrell Roe
Supervisor Print Name and Title Clerk

Signature

Date Signed: Sept. 21, 2022

Charter Township of Ypsilanti

RESOLUTION NO. 2022-15

2021 MICHIGAN DEPARTMENT OF NATURAL RESOURCES

LAND AND WATER CONSERVATION FUND PROJECT

AGREEMENT RESOLUTION

It is Resolved that the Charter Township of Ypsilanti, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources for improvements at Clubview Park, and that the Charter Township of Ypsilanti does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \$147,500 (or 50%) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

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. 2022-15 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 20, 2022.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti



Michigan Department of Natural Resources - Grants Management
**LAND AND WATER CONSERVATION FUND
 DEVELOPMENT PROJECT AGREEMENT**

*This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.
 CFDA 15.916, Outdoor Recreation, Acquisition, Development & Planning*

This Agreement is between **Ypsilanti Charter Township** in the county of **Washtenaw County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 703 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In Public Act **87 of 2021**, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund (LWCF) grant to the GRANTEE. The Federal Award Date is 08/26/2022 and the Federal Award ID Number for these funds is P22AP00447.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Clubview Park Improvements **Project Number:** 26-01858

Amount of grant: \$147,500.00 50% **PROJECT TOTAL:** \$295,000.00

Amount of match: \$147,500.00 50%

Start Date: Date of Execution by DEPARTMENT **End Date:** 06/30/2025

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by **10/31/2022**, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED

Brenda L. Stumbo | *Heather Jarrell Roe*

By [Print Name]:

Brenda L. Stumbo | Heather Jarrell Roe

Title:

Supervisor | Clerk

Organization:

Charter Township of Ypsilanti

Unique Entity Identifier

CV0048511

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By:

Grants Section Manager

Date of Execution by DEPARTMENT

Phone: 517-284-7268

Email: dnr-grants@michigan.gov

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

LWCF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, the development grant application bearing the number **26-01858** uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT.
4. The budget period of performance allowed for project completion is from **09/01/2022** through **06/30/2025**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in the application.

- Access Pathway 6' wide or more
- Bench(es)
- Fence
- Pickelball Court
- Rain Garden with Native Plants
- Recycle Bin(s)
- Tennis Court
- Permit Fees

7. The award is not for Research and Development.

8. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty Percent (50%) of Two Hundred and Ninety-Five Thousand dollars (\$295,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **One Hundred and Forty-Seven Thousand Five Hundred dollars (\$147,500.00)** which is the total amount obligated by this action.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty Percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

9. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to **One Hundred and Forty-Seven Thousand Five Hundred dollars (\$147,500.00)** in local match. This sum represents **Fifty Percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE. The indirect rate for this award is zero because it has been waived by the GRANTEE.
- b. Follow the requirements of 2 CFR 200.92 Subaward; 200.101 Applicability; 200.332 Requirements for pass through entities; and 2 CFR 200.318 - 200.327 Procurement Standards.
- c. For infrastructure projects, comply with the Build America, Buy America (BABA) Act. All of the iron, steel, manufactured products, and construction materials used in the project must be produced in the United States. For further information, refer to the Development Procedures Booklet.
- d. with the exception of section 106 consultation and engineering costs as provided for in Section 9 incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications, and bid documents.
- e. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction, which must include reference of the BABA Act for infrastructure project, as noted in our Development Procedure's Booklet..
 - ii. Within 180 days of execution of this Agreement and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the

- DEPARTMENT upon request.
- vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all overhead utility lines.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- f. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT, and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - g. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities
 - h. adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - i. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - j. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT may reasonably require.
 - k. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - l. erect and maintain a sign on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
 - m. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
10. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
11. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.

- b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within **90 days of project completion and no later than 9/30/2025**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
12. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes pursuant to this Section may also require prior approval of the SERVICE.
13. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
14. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
15. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
16. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
17. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT and the SERVICE.
18. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
19. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.

20. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.

21. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

22. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

23. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
- b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

24. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

25. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

26. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

27. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.

28. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

29. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
30. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program; and/or
 - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
31. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
32. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement
33. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
34. The GRANTEE agrees not to discriminate against an 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 religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
35. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
36. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

September 12, 2022

Mike Hoffmeister, CPRP
Residential Services Director
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

RE: Clubview Park Improvements
Charter Township of Ypsilanti, Michigan
Letter Agreement for Professional Services

Mr. Hoffmeister:

At your request, we are furnishing you with a letter agreement to provide professional services related to the design, bidding, construction administration, and inspection of the Clubview Park Improvements project.

BACKGROUND

In 2019, Ypsilanti Charter Township contracted with Spicer Group to apply for a Recreation Passport (RP) grant through the Michigan Department of Natural Resources (MDNR) to remove existing tennis courts at Clubview Park and construct new tennis and pickleball courts. The project was not selected for funding, so in 2021 we applied for a Land and Water Conservation Fund (LWCF) grant. This grant application was recommended for approval with an estimated project cost of \$295,000.00; 50% (\$147,500.00) of which is to be funded by the grant, with the remainder to be funded by the Township. Up to \$38,400.00 for engineering fees are eligible for 50% grant reimbursement.

The scope of this project includes the removal of the existing tennis court playing surface, equipment, and fence enclosure that is in unusable condition, replacing with a new surface, fence enclosure, and equipment for both tennis and pickleball courts, resurfacing the crushed stone pathway within the park, a rain garden, and various site amenities including park benches and waste/recycle receptacles.

Since January 2022, the status of this grant application was listed as “NPS Approval Pending,” meaning that it was selected by MDNR for funding and must now be approved by NPS. In anticipation of this approval, the Township may now retain the services of a *Prime Professional*. To ensure the Township is able to receive the 50% reimbursement for engineering services, we will not proceed with effort on this project until approved by the NPS. This document is our proposal to fulfill the role of *Prime Professional*.

September 12, 2022

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SCOPE OF BASIC PROFESSIONAL SERVICES

Spicer Group's proposed services follow. They are phased to reflect the orderly and reasonable progress of the project.

1. Survey

- a. Submit MissDIG design ticket, organize utility information, and coordinate with affected utility companies as necessary
- b. Perform a topographical survey of the site and prepare an existing conditions base plan.
 - i. Horizontal and vertical control will be established.
 - ii. Survey limits will include the area of the park necessary for creating plans, including 100' beyond the property lines where the project abuts a property line. We do not intend to survey the entire park property.
 - iii. All visible physical features will be located, including all walls, drives, paved areas, fences, sidewalks, pathways, trees, shrubs, drainage structures, culverts, etc.
- c. Procure a sub-contractor for soil borings

2. Design

- a. Create plans in CAD based on the conceptual drawings submitted in the grant application. These plans will include details necessary for construction.
- b. Anticipated sheets include:
 - i. Cover
 - ii. Notes
 - iii. Existing Conditions
 - iv. Site Plan
 - v. SESC plan
 - vi. Details
- c. Prepare bidding documents including standard contract language and a project manual complete with technical specifications defining pay items and materials/products to be used.
- d. Acquire a soil erosion permit. Permit fees are not included in our professional services fee.
- e. Hold a design review meeting with the Township prior to advertising the project for bids.

3. Bidding Assistance

- a. Post Plans and Specifications on the Spicer Group bidding website. We will post an advertisement on MITA and will provide the Township with an electronic copy of the advertisement to post elsewhere, if desired.
- b. Issue addenda as necessary to clarify the bidding documents.
- c. Host a bid opening
- d. Review bids and analyze for completeness; provide a bid tabulation for review
- e. Provide a recommendation of award

September 12, 2022

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4. Grant Administration

- a. Assist with MiGrants submittals required by the Nation Parks Service (NPS)
- b. Assist with executing the DNR Project Agreement
- c. Submit plans and specifications to MDNR with Professional Services Certification Form, itemized project cost estimate, and implementation schedule.
- d. Assist with the Contract/Vendor Selection Form and process with MDNR.
- e. Submit Reimbursement Request form PR 1919 with each contractor pay request

5. Construction Administration

- a. Issue notice of award
- b. Prepare contract documents and circulate for signatures
- c. Host pre-construction meeting
- d. Issue Notice to Proceed
- e. Review all product submittals and shop drawings
- f. Review pay requests and recommend payment
- g. Provide inspection and materials testing services on site as necessary
 - i. 80 hours of inspection and travel time estimated.
 - ii. Provide the following materials tests:
 1. Compaction testing during HMA paving
 2. Entrained air, temperature, slump, and compressive strength of concrete
- h. Conduct a substantial completion inspection and provide a punch list to the contractor
- i. Conduct a final completion inspection
- j. Project closeout – provide owner with copies of warranties and as-built drawings.

SERVICES NOT INCLUDED

For a clearer understanding of our work scope, the following is not included in our Scope of Basic Professional Services:

- Seeking or securing additional funding
- Expanding or altering the scope of work defined in the grant application and award
- Permit fees
- Boundary Survey

ADDITIONAL SERVICES

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

September 12, 2022

Page 4 of 4

FEE SCHEDULE

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, any additional authorized services, and any reimbursable expenses. Unless other payment arrangements are made, we will include any of our project subconsultants costs on our invoice including a 10% fee to cover taxes, administration, and insurance.

Survey	\$7,000
Design	\$16,000
Bidding Assistance.....	\$4,000
Grant Administration	\$3,000
Construction Administration.....	\$17,000
Total (Not to exceed).....	\$47,000

We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us. We deeply appreciate your confidence in Spicer Group, and we look forward to working with you and for you on your project.

Sincerely,



Kevin J. Wilks, P.E.
Project Manager



Philip A. Westmoreland, P.E.
Sr. Project Manager
SPICER GROUP, INC.
125 Helle Blvd, Suite 2
Dundee, MI 48131
Phone: (734) 823-3308

Attachment: General Conditions

Cc: SGI File 129784PR2020

Above proposal accepted and approved by Owner.

YPSILANTI CHARTER TOWNSHIP

By: 

Brenda Stumbo, Supervisor

Date: Sept. 21, 2022

By: 

Heather Jarrell Roa, Clerk

Date: Sept. 21, 2022

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall be property of the OWNER. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Nothing herein shall in any way, shape or form be construed to waive Ypsilanti Township's defense of governmental immunity.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.2 Construction Observation. The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.3 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety

precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.4 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.5 Client Requested Substitutions. Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.7 Certifications, Guarantees and Warranties. The PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in the PROFESSIONAL's having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. The OWNER also agrees not to make resolution of any dispute with the PROFESSIONAL or payment of any amount due to the PROFESSIONAL in any way contingent upon the PROFESSIONAL's signing any such certification.

3.8 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.9 Permits and Approvals. The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Basic Services of this Agreement.

3.10 Statutes of Repose and Limitation. All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

3.11 Construction Layout. If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

Charter Township of Ypsilanti
RESOLUTION 2022-14

**RESOLUTION AUTHORIZING THE WATER RESOURCES COMMISSIONER TO EXCEED THE
STATUTORY SPENDING AND ASSESSMENT LIMIT OF FIVE THOUSAND DOLLARS (\$5,000.00) PER
YEAR FOR THE MAINTENANCE AND REPAIR OF THE SOUTH FORD LAKE DRAIN.**

WHEREAS, the South Ford Lake Drain is a drain located in the municipality of Ypsilanti Charter Township, which drain was constructed in accordance with the Drain Code of 1956; and

WHEREAS, the Water Resources Commissioner is entrusted with the responsibility of ensuring proper maintenance and repairs are made to said drain; and

WHEREAS, the Water Resources Commissioner, pursuant to statute, has inspected the drain which inspection revealed that repair work is necessary inasmuch as said inspection identified the need to stabilize the outfall of the South Ford Lake Drain; and

WHEREAS, the Water Resources Commissioner of Washtenaw County has estimated that the repair of the drain will be approximately one hundred thousand dollars (\$100,000.00); and

WHEREAS, pursuant to the Drain Code of 1956, the Water Resources Commissioner cannot exceed the statutory spending limit of five thousand dollars (\$5,000.00) for the maintenance and repair of the drain unless approved by a resolution of the Township Board; and

WHEREAS, the Water Resources Commissioner has requested the Township Board to pass such resolution authoring the Office of the Water Resources Commissioner to exceed the statutory spending limit allowed on the South Ford Lake Drain, to wit: five thousand dollars (\$5,000.00) per year, so as to allow repair of said drain.

NOW THEREFORE, BE IT RESOLVED, that the Ypsilanti Charter Township Board of Trustees for the municipality of Ypsilanti Charter Township hereby approves and authorizes the Office of the Water Resources Commissioner to exceed the statutory spending limit of five thousand dollars (\$5,000.00) per year for the repair of the South Ford Lake Drain in the exceeded amount of ninety-five thousand dollars (\$95,000.00).

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. 2022-14 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 20, 2022.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2022 BUDGET AMENDMENT #12**

September 20, 2022

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$190,806.00

Request to increase the election due to a special election held in May ,which was not budgeted, resulting in a budget amendment request now. The Township was reimbursed \$20,252 for the special school election. This will be funded by an increase in the election reimbursement revenue and an appropriation of prior year fund balance.

Revenues:	Reimbursement Elections	101-000-676.006	\$20,250.00
	Prior Year Fund Balance	101-000-699.999	\$3,000.00
		Net Revenues	<u><u>\$23,250.00</u></u>
Expenditures:	Appointed Officials	101-262-704.000	\$15,000.00
	Office Supplies	101-262-727.000	\$3,000.00
	Programming Ballots	101-262-801.200	\$1,500.00
	Equipment Rental/Leasing	101-262-941.000	\$3,750.00
		Net Expenditures	<u><u>\$23,250.00</u></u>

Request to increase the revenue line for a reimbursement coming in for work done on the Vietnam Veterans Memorial. The Vietnam Veterans of America 310 have a 99 year lease with the Township for the memorial property. There is a fund held and administered by the Ann Arbor Community Foundation-Ypsilanti Community Fund. Project work done on the Memorial by the Vietnam Veterans can be reimbursed to them through the fund. The Township has sent in the request for reimbursement. All invoices and cancelled checks for the project have been received. This is a pass through and will be funded by a reimbursement and paid out to the Vietnam Veterans of America 310.

Revenues:	Reimburse - Vietnam Vet Memorial	101-000-676.015	\$5,556.00
		Net Revenues	<u><u>\$5,556.00</u></u>
Expenditures:	Professional Service	101-272-801.000	\$5,556.00
		Net Expenditures	<u><u>\$5,556.00</u></u>

Request to transfer the funds received from the DTE escrow account on behalf of the Hydro Dam for 2021 and 2022. The amount received into the General fund for 2021 and 2022 was \$81,000 each year. These funds are needed in the Hydro Station for major repairs. This will be funded by an appropriation from prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$162,000.00
		Net Revenues	<u><u>\$162,000.00</u></u>
Expenditures:	Transfer to Hydro Station	101-999-995.252	\$162,000.00
		Net Expenditures	<u><u>\$162,000.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2022 BUDGET AMENDMENT #12**

September 20, 2022

213 - BIKE, SIDEWALK, REC, ROADS FUND (BSRII)	Total Increase	<u>\$54,000.00</u>
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Request to increase budget for tennis and pickle ball court improvements at the Clubview Park. The Township has been awarded a grant in the amount of \$147,500 with a match from the Township of the same amount. This project will begin in 2022 with engineering survey and design in the amount of 23K. This will be fund 50% by grant funds and 50% by an appropriation of prior year fund balance.

Revenues:	ST Grant - DNR - Park Courts	213-000-569.026	\$11,500.00
	Prior Year Fund Balance	213-000-699.999	<u>\$11,500.00</u>
		Net Revenues	<u>\$23,000.00</u>
Expenditures:	Clubview Park Improvements	213-901-974.026	\$23,000.00
		Net Expenditures	<u>\$23,000.00</u>

Request to increase budget for tennis and pickle ball court improvements at the Community Center Park. The Township has been awarded a grant in the amount of \$176,200 with a match from the Township of the same amount. This project will begin in 2022 with engineering survey and design in the amount of 27K. This will be fund 50% by grant funds and 50% by an appropriation of prior year fund balance.

Revenues:	ST Grant - DNR - Park Courts	213-000-569.026	\$13,500.00
	Prior Year Fund Balance	213-000-699.999	<u>\$13,500.00</u>
		Net Revenues	<u>\$27,000.00</u>
Expenditures:	Community Ctr - Park Improvements	213-901-975.520	\$27,000.00
		Net Expenditures	<u>\$27,000.00</u>

Request to increase budget for the annual purchase of trees to be planted at our parks and properties. This is funded by a reserve account for tree replacement within the appropriated prior year fund balance.

Revenues:	Prior Year Fund Balance	213-000-699.999	\$4,000.00
		Net Revenues	<u>\$4,000.00</u>
Expenditures:	Capital - Landscape and Trees	213-901-975.600	\$4,000.00
		Net Expenditures	<u>\$4,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2022 BUDGET AMENDMENT #12**

September 20, 2022

236- 14B DISTRICT COURT FUND

Total Increase \$3,691.00

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

Revenues:	Prior Year Fund Balance	236-000-699.999	\$3,691.00
		Net Revenues	<u><u>\$3,691.00</u></u>
Expenditures:	Salaries Payout PTO	236-286-708.004	\$3,429.00
	FICA	236-286-715.000	\$262.00
		Net Expenditures	<u><u>\$3,691.00</u></u>

252 - HYDRO STATION FUND

Total Increase \$0.00

Request to receive the funds from DTE that were deposited into the General Fund in 2021 and 2022. The amount received into the General fund for 2021 and 2022 was \$81,000 each year. This transfer will reduce the funds needed from the prior year fund balance. This will be funded by the transfer from General Fund.

Revenues:	Transfer In: From General Fund	252-000-699.101	\$162,000.00
		Net Revenues	<u><u>\$162,000.00</u></u>
Revenues:	Prior Year Fund Balance	252-000-699.999	(\$162,000.00)
		Net Expenditures	<u><u>(\$162,000.00)</u></u>

Motion to Amend the 2022 Budget (#12)

Move to increase the General Fund budget by \$190,806 to \$11,159,105 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation and Road (BSRII) Fund budget by \$54,000 to \$2,798,107 and approve the department line item changes as outlined.

Move to increase the 14B District Court Department Fund budget by \$3,691 to \$1,832,018 and approve the department line item changes as outlined.

Move to do a line transfer for the Hydro Station Fund budget by net zero \$0 and approve the department line item changes as outlined.

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON JR.



Charter Township of Ypsilanti

**Accounting
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-3702
Fax: (734) 484-5154

STATEMENTS AND CHECKS

OCTOBER 4, 2022 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	277,649.90
HAND CHECKS -	\$	559,140.56
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	836,790.46

HAND CHECKS

Check Date	Check	Vendor Name	Amount
Bank AP AP			
09/16/2022	191778	COMCAST CABLE	162.77
09/16/2022	191779	DTE ENERGY	76,915.55
09/16/2022	191780	GUARDIAN ALARM	1,769.04
09/16/2022	191781	MICHIGAN CAT	584.46
09/16/2022	191782	NAOMI WILLIAMS	78.00
09/16/2022	191783	WASTE MANAGEMENT	72.68
09/16/2022	191784	WASTE MANAGEMENT	168.96
09/16/2022	191785	WASTE MANAGEMENT	277.64
09/16/2022	191786	WASTE MANAGEMENT	1,534.53
09/16/2022	191787	WASTE MANAGEMENT	7,176.69
09/16/2022	191788	WASTE MANAGEMENT	220,889.54
09/23/2022	191789	COMCAST CABLE	136.29
09/23/2022	191790	DTE ENERGY	12,663.17
09/23/2022	191791	GUARDIAN ALARM	1,111.35
09/23/2022	191792	GUARDIAN ALARM	30.00
09/23/2022	191793	GUARDIAN ALARM	2,545.65
09/23/2022	191794	GUARDIAN ALARM	179.82
09/26/2022	191795	BLUE CROSS BLUE SHIELD OF MI	187,783.84
09/26/2022	191796	BLUE CROSS BLUE SHIELD OF MI	29,503.60
09/26/2022	191797	DELTA DENTAL PLAN OF MICHIGAN	12,758.58
09/26/2022	191798	STANDARD INSURANCE COMPANY	2,798.40

AP TOTALS:

Total of 21 Checks:	559,140.56
Less 0 Void Checks:	0.00
Total of 21 Disbursements:	<u>559,140.56</u>

User: mharris

CHECK NUMBERS 191799 - 191892

DB: Ypsilanti-Twp

Check Date	Check	Vendor Name	Amount
Bank AP AP			
10/04/2022	191799	ACUSHNET COMPANY	58.88
10/04/2022	191800	AMAZON CAPITAL SERVICES	1,423.88
10/04/2022	191801	ANN ARBOR CLEANING SUPPLY	542.15
10/04/2022	191802	ANY LENGTHS SOBER LIVING	545.00
10/04/2022	191803	APOLLO FIRE EQUIPMENT CO.	1,094.46
10/04/2022	191804	AUTO VALUE YPSILANTI	827.15
10/04/2022	191805	BARR ENGINEERING COMPANY	14,376.00
10/04/2022	191806	BELFOR USA GROUP INC	278.09
10/04/2022	191807	BIO-CARE, INC.	9,511.20
10/04/2022	191808	BRENDAN SULLIVAN	66.38
10/04/2022	191809	CALVIN WEST	120.75
10/04/2022	191810	CHARTER TOWNSHIP OF SUPERIOR	41.13
10/04/2022	191811	CIVICPLUS LLC	4,961.25
10/04/2022	191812	CLEAR RATE COMMUNICATIONS, INC	2,116.07
10/04/2022	191813	COLMAN-WOLF SANITARY SUPPLY CO	138.58
10/04/2022	191814	CRYSTAL FLASH, INC.	4,261.33
10/04/2022	191815	CSI EMERGENCY APPARATUS, LLC	2,957.96
10/04/2022	191816	DANIEL KIMBALL	560.64
10/04/2022	191817	EMERGENT HEALTH PARTNERS	8,430.55
10/04/2022	191818	EMILY GAGNE	23.00
10/04/2022	191819	FAMILY HEATING CO, INC	45.00
10/04/2022	191820	FAMILY HEATING CO, INC	37.50
10/04/2022	191821	FARMER & UNDERWOOD TRUCKING	1,050.00
10/04/2022	191822	FIBER LINK	110.75
10/04/2022	191823	GABRIEL, ROEDER, SMITH & COMPANY	21,000.00
10/04/2022	191824	GOVERNMENTAL CONSULTANT SERVICES	3,302.70
10/04/2022	191825	GRAINGER	311.75
10/04/2022	191826	GRIFFIN PEST SOLUTIONS	130.00
10/04/2022	191827	HANNAH ARNOLD	64.00
10/04/2022	191828	HERITAGE-CRYSTAL CLEAN, LLC	320.70
10/04/2022	191829	HOME DEPOT	47.40
10/04/2022	191830	HVAC PRO	45.00
10/04/2022	191831	IFSTA PUBLICATIONS	477.00
10/04/2022	191832	INFINITY FITNESS LLC	146.30
10/04/2022	191833	INTEGRITY BUSINESS SOLUTIONS LLC	38.99
10/04/2022	191834	J.F. MOORE & ASSOCIATES, LLC	36.00
10/04/2022	191835	JAMES GRIGSBY	31.79
10/04/2022	191836	JONES & BARTLETT LEARNING	475.38
10/04/2022	191837	JOSHUA KUGLER	135.00
10/04/2022	191838	LOMBARDO HOMES OF SE MI LLC	6,000.00
10/04/2022	191839	LOOKING GOOD LAWN	8,099.00
10/04/2022	191840	MARY HENSLEY	20.00
10/04/2022	191841	MCMASTER-CARR	455.20
10/04/2022	191842	MESSENGER PRINTING	685.00
10/04/2022	191843	MICHAEL HELISEK	20.00
10/04/2022	191844	MICHIGAN LINEN SERVICE, INC.	1,231.55
10/04/2022	191845	MIDWEST CARPET CLEANING	505.75
10/04/2022	191846	MIDWEST ENVIRO SOLUTIONS	1,875.00
10/04/2022	191847	MILTON ANDREWS	720.00
10/04/2022	191848	MR. BUBBLES AUTO SPA	140.00
10/04/2022	191849	NATIONAL RECREATION & PARK	675.00
10/04/2022	191850	NEXTCARE URGENT CARE MICHIGAN	190.00
10/04/2022	191851	NYE UNIFORM EAST	3,151.36
10/04/2022	191852	O'BRYANS LOCK & KEY*	1,640.00
10/04/2022	191853	OFFICE EXPRESS	240.09
10/04/2022	191854	ORCHARD, HILTZ & MCCLIMENT INC	2,689.25
10/04/2022	191855	PEARLINE DAVIS	333.90
10/04/2022	191856	PENCHURA, LLC	1,521.00
10/04/2022	191857	PRECISION CONCRETE INC	42,316.25
10/04/2022	191858	PREMIER SAFETY & SERVICE	2,681.42
10/04/2022	191859	RDZB II, LLC	3,000.00
10/04/2022	191860	RHETT REYES	1,543.36
10/04/2022	191861	ROBERT DARVAS ASSOCIATES, PC	645.00
10/04/2022	191862	SAFEGUARD BUSINESS SYSTEMS	532.30
10/04/2022	191863	SIGNS BY TOMORROW	161.80
10/04/2022	191864	SITEONE LANDSCAPE SUPPLY, LLC	3,125.33
10/04/2022	191865	SPARTAN DISTRIBUTORS	555.80
10/04/2022	191866	STADIUM TROPHY	350.54
10/04/2022	191867	STANTEC	4,149.29
10/04/2022	191868	STANTEC	5,277.50
10/04/2022	191869	STATE BAR OF MICHIGAN	830.00
10/04/2022	191870	STATE OF MICHIGAN - MDOT	4,438.13
10/04/2022	191871	STEPHEN BROWN	2,650.00
10/04/2022	191872	TARGET INFORMATION	159.59
10/04/2022	191873	TERMINIX PROCESSING CENTER	72.00
10/04/2022	191874	TIGER SCORECARD	1,248.00
10/04/2022	191875	TIMOTHY THOMPSON	1,250.00
10/04/2022	191876	TRAVIS ERBY	196.00

Check Date	Check	Vendor Name	Amount
10/04/2022	191877	TREE TOWN MURALS	14,500.00
10/04/2022	191878	U.S. BANK, N.A.	18,000.00
10/04/2022	191879	ULINE	543.26
10/04/2022	191880	UNIFIRST CORPORATION	258.46
10/04/2022	191881	VERIZON CONNECT NWF, INC.	679.98
10/04/2022	191882	W.J. O'NEIL COMPANY	3,156.00
10/04/2022	191883	WASHTENAW COUNTY LEGAL NEWS	120.00
10/04/2022	191884	WASHTENAW COUNTY ROAD COMMISSION	47,180.13
10/04/2022	191885	WASHTENAW COUNTY SHERIFF'S OFFICE	871.00
10/04/2022	191886	WEINGARTZ	650.98
10/04/2022	191887	WENDA RICHMON	20.00
10/04/2022	191888	WEX BANK	2,755.65
10/04/2022	191889	YAMAHA GOLF CARS PLUS	404.76
10/04/2022	191890	YPSILANTI ACE HARDWARE	44.99
10/04/2022	191891	YPSILANTI COMMUNITY	2,930.57
10/04/2022	191892	CLARESSA WATKINS	20.00

AP TOTALS:

Total of 94 Checks:	277,649.90
Less 0 Void Checks:	0.00
Total of 94 Disbursements:	<u>277,649.90</u>

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON JR.



**Human Resource
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin, Human Resource Manager
Brenda Stumbo, Supervisor

DATE: September 28, 2022

RE: **Creation of an appointed pilot non-union salaried “Community Resource Coordinator” position with a salary of \$40,000.**

In discussion with the three full time administrative officials, Community Standards Compliance Director, and staff it has been determined that there is a need for connecting resources from county, state and federal programs with our residents.

Attached is a “draft” job description as a PILOT program. Some of the needed coordination with Community Standards, our Senior Center, and other township departments in the past has included hoarding, homelessness camps on private and public property, senior services and poverty assistance to name a few.

This pilot position would administer and expand the community connections/engagement program and serve as a coordinator helping to develop the list of resources and contact information, work with residents, non-profit agencies, and business community by directing, navigating and connecting needs with available resources at the local, county and state level. In addition to attending neighborhood watch meetings as needed, the coordinator would assist in preparing resource material for neighborhood meetings, addressing resident concerns, and provide a resource guide to help meet some of the community needs.

The new pilot position would be budgeted in our Community Engagement department, which has one full time vacancy and includes part time NHW coordinator, Robin Castle Hine. The funding is also in the 2023 budgeted department line item 266-303-706.000. We would like to recommend a salary of \$40,000 and request waiving the hiring process since it is a PILOT position and appoint Laurie Lutomski. Laurie is a retired Chief Operating Officer of Synod Community Services who also coordinated the county hoarding program in which Ypsilanti Township Community Standards worked with closely.

She also holds a Bachelors of Social Work from Eastern Michigan University. Ms. Lutomski has recently been through the interview process with the Township for an Ordinance position and has the necessary experience and qualifications for the "Community Resource Coordinator". This PILOT position would provide monthly reviews in the progress of setting up this new resource to community engagement with review after one year to the board for consideration and continuation of the program.

Thank you for consideration in this matter. Any questions can be forward to the Human Resource Department or Supervisor Stumbo.

Charter Township of Ypsilanti

COMMUNITY RESOURCE COORDINATOR

Non-Union - Pilot

Salaried - Exempt

Summary

Perform work related in the creation and implementation of a department that will be responsible for connecting local, county and state resources with residents and businesses. Enhance community engagement and communication that provides the knowledge and solutions through programs and activities. Attend neighborhood watch meetings, assist in preparing material for meetings, and follow up with resources, solutions or answers needed to address concerns. Network community with, county, state, and local resources and leaders to find solutions. Exchange information and maintain a connection of resources that will make a better community for all. Provide information for social media updates and communications as needed.

Supervision Received

Position reports directly to the Township Supervisor or designee. Duties performed with great amount of independence and confidentiality. Hours and location is dependent on the need of the community, making the Community Engagement Department successful with the knowledge and skills to assist residents and businesses within Ypsilanti Township.

Responsibilities and Duties

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties the employee may be expected to perform.)

1. Administer and expand the community connections and engagement program and serve as a positive spokesperson that helps people navigate and connect with available resources.
2. Prepare and make verbal and/or written presentations for a variety of community organizations, government, schools, churches and others as needed.
3. Attend neighborhood, business, apartment and other engagement meetings as needed. Provide solution oriented responses for inquiries in a knowledgeable and sustainable manner, utilizing skills and knowledge connecting individuals to the correct resources.
4. Establish a regular pattern of communication and connection with staff, community groups, government administrators, and sheriff's office. This includes regular communications with groups that can assist with the overall health, wealth, and educational opportunities; reaching the community with multigenerational and multiracial solutions increasing success for all.
5. Develop and implement the framework and policies leading the Community Resource Department, working with county, state and federal departments to establish and maintain a resource guide assessable to all Township residents to address community needs.

COMMUNITY RESOURCE COORDINATOR (Page #2)

Responsibilities and Duties (cont'd)

6. Maintain and purchase tools needed for community engagement resource materials to communicate via paper and social medial. Coordinate with Community Engagement staff delivering resources and materials to neighborhood coordinators and residents.
7. Coordinate special events as needed to promote community awareness.
8. Assist group coordinators and residents to successfully achieve goals.
9. Perform other duties and assignments as requested.

Qualifications and KSA's for Employment

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

- Bachelor's degree in Communications, Social Work, Business or related field preferred.
- Knowledge of county, state and local resources including non-profits.
- Skill and experience effectively communicating verbally and in writing to diverse socio-economic people and groups.
- Interpersonal skill to develop and maintain effective working relationships with community, business groups, officials, co-workers, other agencies, and the public.
- Skill in the use of Microsoft Office products.
- Ability to work variable work schedule including days, evenings and weekends.
- Must possess and maintain a valid Michigan drivers' license.
- Experience supervising and managing people
- Knowledge of financial management practices to include budget development
- Ability to be self-motivated with minimum supervision.

Physical Demands and Work Environment

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

While performing the duties of this job, the employee is regularly required to talk, hear and view and produce written documents. The employee frequently is required to sit; use hands to finger, handle or feel; and reach with hands and arms. The employee is required to stand, walk, and occasionally stoop, or kneel. The employee must occasionally lift and/or move items of light weight. While performing the duties of this job, the employee works in both an office setting as well as out in the public as meeting facilitator.

September 2022

\$40,000 - \$45,000 DOQ

Supervisor
BRENDA L. STUMBO
Clerk
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Treasurer
STAN ELDRIDGE
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JOHN NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON JR.



Civic Center
Supervisor's Office
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Phone: (734) 544-4000 ext. 6
Fax: (734) 484-0002
www.ytown.org

Charter Township of Ypsilanti

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: September 28, 2022

RE: Request to authorize DTE adding a light to the existing pole at the intersection of Bellers Ct. and N. Prospect

Attached is a purchase agreement that would authorize DTE Electric Company to install one 58w LED and a six foot support arm on an existing light pole. There are no lights currently on the corner of Bellers Ct. and N. Prospect and there have been several accidents according to residents. There would be no cost due for this installation, and the estimated yearly lamp charges would be \$170.88.

Thank you for your consideration.

Exhibit A to Master Agreement


Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of September 27, 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:	66438175	
	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:	[Bellers Ct at N. Prospect], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (1) 58w LED and (1) 6' support arm on existing pole.	
5. Estimated Total Annual Lamp Charges	\$170.88	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$482.98
	Revenue credit:	\$482.98
	CIAC Amount (cost minus revenue)	\$0.00
	Credit for Post Charge, if selected	\$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$0.00	
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 _____ 
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 _____.
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:

Customer:

DTE Electric Company
By: Christopher J Hartley
DocuSigned by:
DE3C40BA05224F5...

Charter Township of Ypsilanti
By: _____



Name: Christopher J Hartley

Name: _____

Title: Manager-Sales & Business Development

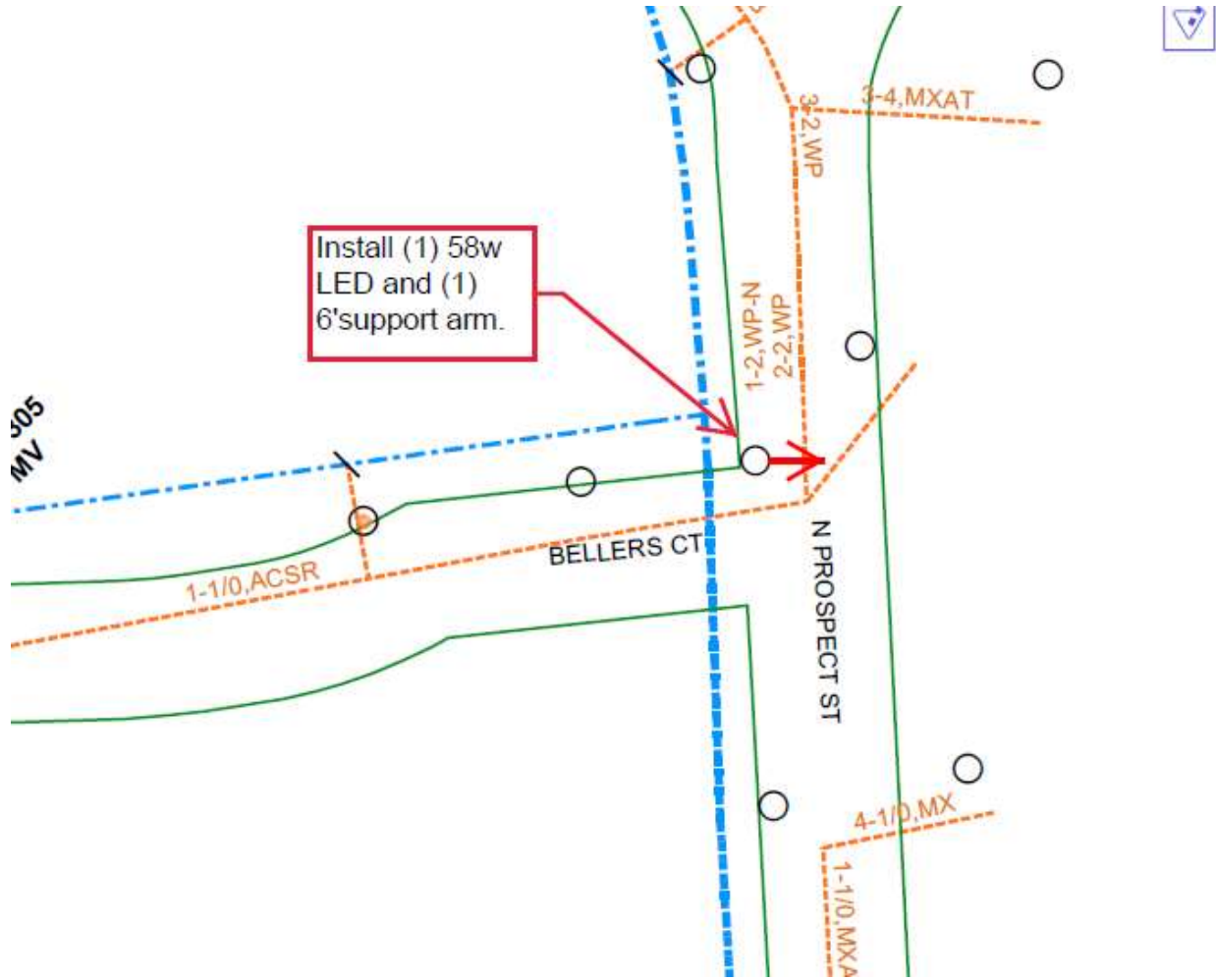
Title: _____

Date: 9/27/2022

Date: _____

Attachment 1 to Purchase Agreement

Map of Location



Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON JR.



**Recreation Department/
Community Center**

2025 East Clark Road
Ypsilanti, MI 48198
Phone: (734)-544-3800
Fax: (734)-544-3888
ytownrec.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: John Hines, Recreation Director

CC: Mike Hoffmeister – Residential Services Director
Doug Winters, Township Attorney
Nichole Passmore, Recreation Coordinator

DATE: September 28, 2022

RE: **Request to approve the 2022-23 Washtenaw County Senior Nutrition Contract**

The Recreation Department is requesting approval for the 2022-2023 Senior Nutrition Contract. There are no proposed changes to the amounts and guidelines for this year; only changes to the agreement are updated dates.

The Washtenaw County Senior Café program offered at the Community Center provides a great service to our township and surrounding area. For many of our seniors it is their only hot meal of the day. It also creates a sense of belonging and socializing opportunities. We serve over 150 seniors each week that might not otherwise have access to a hot and nutritious meal.

John Hines
Recreation Director

SERVICE CONTRACT - FEDERAL FUNDED

AGREEMENT is made this 1st day of October, 2022, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 (“County”) and **Charter Township of Ypsilanti** located at **2025 E. Clark,, Ypsilanti, MI 48198** (“Contractor”).

Federal Awarding Agency	Administration on Aging, Office of Services to the Aging
Federal / State Contract Number	14-9052-01
Federal Program Title	“Special Programs for the Aging Title III, Part C_ Nutrition Services”
CFDA Number	93.045
Federal Funding %	100%

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will be responsible for administering the congregate and/or home delivered meals programs for the designated service area within Washtenaw County in accordance with local, state, and federal requirements as outlined in:

- AAA1-B Request for Proposals and Operating Standards Manual FY 2023, 2024 & 2025. <https://aaa1b.org/wp-content/uploads/2022/03/AAA1B-and-ACLS-Operating-Standards-FINAL.pdf>
- Senior Nutrition Program Policies & Procedures Manual
- Washtenaw County Staff & Volunteer Handbook
- Attachment A: Senior Café/Congregate Meals and Attachment B: Home Delivered Meals

ARTICLE II - COMPENSATION

The County will pay the Contractor an amount not to exceed **\$13,375, Thirteen Thousand Three Hundred Seventy Five Dollars** annually. The County agrees to make payments in monthly installments in accordance with the budget and timeline in Attachment A and/or B, unless otherwise approved in writing by the parties. If at the end of the term of this Agreement there are unexpended portions of the contract amount, the unexpended funds will be retained by the County for reallocation to other purposes.

Your site will be reimbursed by Meal/Unit distributed as follows:

Senior Café – 5,944 Meals/Units at \$2.25 per Meal/Unit = \$13,375.

Total Grant Amount = \$13,375

Per unit reimbursement rate is planned for the first year of this contract only. With the options of the 2nd and 3rd year renewal, the County will be working with sites to become more autonomous with their funding for needs beyond the meal components. The County will review this on an annual basis. The County will work to help programs with marketing and with accessing grants and other means of support for future years.

No funds shall be disbursed under this Agreement by the Contractor or any other subcontractor except under a written contract and unless the subcontractor is in compliance with all County and Federal requirements regarding fiscal matters and civil rights to the extent these requirements are applicable. The Contractor shall provide the County with copies of the contracts with subcontractors.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the OCED Human Services Manager and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies. Documentation shall include payments for purchases, vouchers and other official documentation that show in proper detail the nature and propriety of such expenditures. All documents must be clearly identifiable and readily accessible. Where any expenditure is allocable only in part to services under this Agreement, the Contractor shall maintain and make available on request sufficient documentation to demonstrate the reasonableness of the allocation.

The Contractor agrees to securely maintain its records for a period of five (5) years after the final disbursement to the Contractor. The Contractor shall permit the County to examine these records upon giving reasonable notice to the Contractor. The County may, at a reasonable time after giving reasonable notice, cause an audit of the records of the Contractor.

ARTICLE IV - TERM

This contract begins on the date of this agreement and ends on September 30, 2023 *with an option to extend for two (2) additional one (1) year periods.*

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County and the Area Agency on Aging 1-B shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

4. Fidelity Bonding covering employee theft from employer.
5. Third Party Fidelity (Crime Bond) with a minimum of \$50,000, covering employee theft from participant.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Office of Community and Economic Development & **Contract # _____**, 110 N. Fourth Ave, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE XIII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XIV - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's

- workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an on-going drug-free awareness program to inform employees about—
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, *and* employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

ARTICLE XV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

ARTICLE XVI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$14.82 per hour with benefits or \$ 16.52 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2023 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XX - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XXI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in

that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

ARTICLE XXII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XXIII- PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIV- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXVI-FEDERALLY REQUIRED PROVISIONS

When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For "federally assisted construction contracts" as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60—1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland "Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the

construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of "funding agreement" under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan's energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor of a Federal contract, grant, loan or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the federal funds awarded under this Agreement.

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXVII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

By _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
Teresa Gillotti (DATE)
Director, Office of Community
And Economic Development

Brenda Stumbo (DATE)
Supervisor, Ypsilanti Charter Township

Heather Jarrell Roe (DATE)
Clerk, Ypsilanti Charter Township

APPROVED AS TO FORM:

By: _____
Michelle K. Billard (DATE)
Office of Corporation Counsel

Original: Clerk
Contractor
cc: Department
Purchasing

CHARTER TOWNSHIP OF YPSILANTI

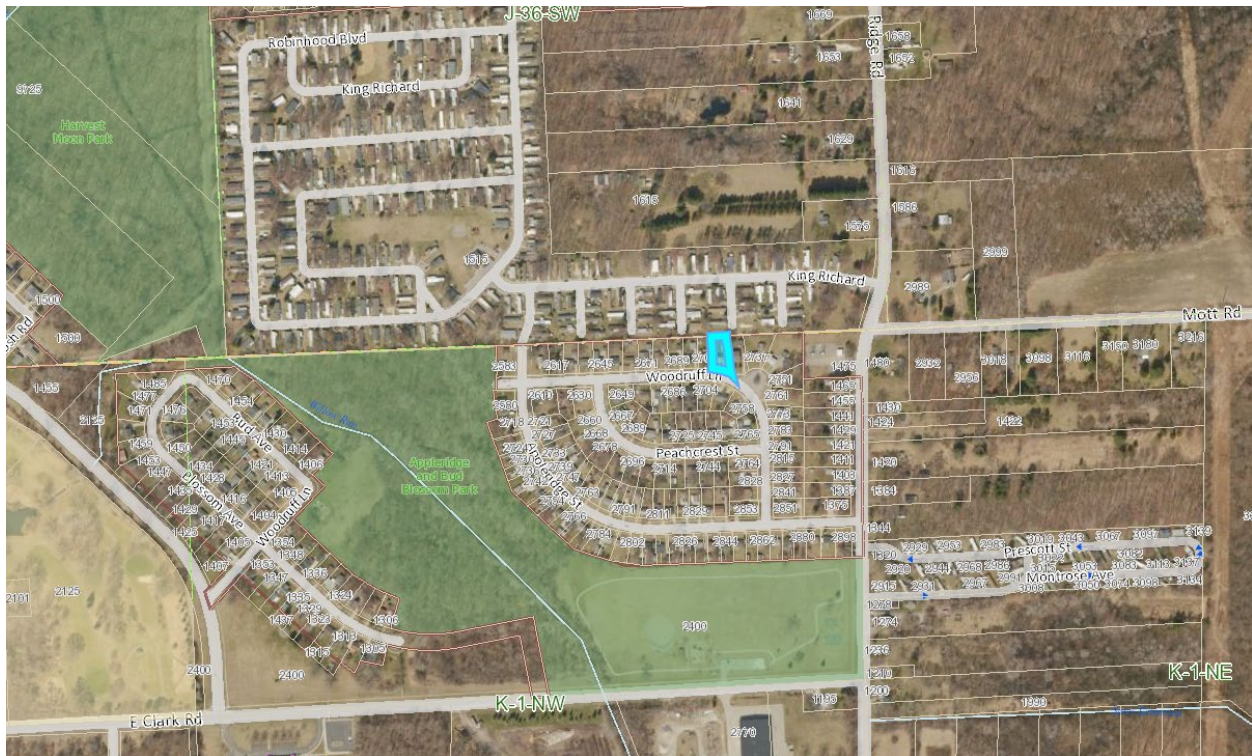
OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Heather Jarrell Roe, Clerk
From: Belinda Kingsley, Community Compliance Director
Re: **Request to confirm authorization for circuit court litigation to abate public nuisances at 1255 W Michigan Ave and 2715 Woodruff Lane; funded in the amount of \$10,000 each in account 101-729-801.023.**
Copy: McLain & Winters, Township Attorneys
Date: September 28, 2022

The Office of Community Standards has investigated public nuisance complaints at the 2715 Woodruff Lane and 1255 W Michigan Ave, for which authorization to engage Circuit Court is now requested.

2715 WOODRUFF LANE



CHARTER TOWNSHIP OF YPSILANTI



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The house located at 2715 Woodruff Lane, west of Ridge and north of east Clark, is zoned R-5 – One Family Residential. The home is currently being used as a rental property by owner Ted Ferency.

The property was scheduled for rental inspection on September 19, 2022, and the conditions inside the house were so profoundly unsanitary and unsafe that the house was condemned. As can be seen in the photos, and as stated in the Notice of Violation-Condemnation that was issued, there were at least 100 birds in the home including birds in and out of cages, a hen and at least seven pheasants free roaming. It was noted that the entire house was covered in newspaper, bird food, bird feces and urine could be smelled strongly in the air. There were also fish tanks in the living room full of algae and the type of fish could not be seen. Huron Valley Humane Society was contacted and has opened an investigation.

In addition to the excessive number of birds and fish in the house, and the cleaning that will be involved, there were also numerous other violations needed to make the house safe to occupy. Most concerning on the list is that the stove is inoperable, the furnace does not have a properly fitting filter and there is no fire extinguisher available.

Legal action is requested to abate this public nuisance.

CHARTER TOWNSHIP OF YPSILANTI

1255 W MICHIGAN AVE



CHARTER TOWNSHIP OF YPSILANTI



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The commercial property located at 1255 W Michigan Ave is zoned RC-Regional Corridor. Jeffrey A Murillo of Birmingham, MI, purchased the property in 2020, and is conducting business on the site. The Office of Community Standards has determined that a Major Automotive Repair facility, a U-Haul rental operation and a weekend garage sale business are all operating at this location.

The current zoning does not permit Major Automotive Repair operations, or vehicle leasing in R-C-Regional Corridor, which means that the businesses will not be approved and permitted to remain at this location. The property owner is aware that approvals are necessary based on his previous interactions with the Township at a different location on Washtenaw Ave. Despite this knowledge, Mr. Murillo has established and is conducting his businesses, and is leasing to at least one other individual. A letter was sent to Mr. Murillo to cease and desist all business operations by September 16, 2022, which did not occur.

The site is in deplorable condition, filled with vehicles in various states of disrepair, broken down U-Haul trucks, a camper that is occupied, old tires, vehicle parts, and a building that appears to have structural flaws and defects. Vehicles for the business are also parked on Firwood Street. In general, the site is safety hazard, is operating illegally, and the owner does not appear willing to comply with the Township's request to cease and desist operations.

Legal action is requested to abate this public nuisance.

CHARTER TOWNSHIP OF YPSILANTI

Thank you for your consideration and your continued support for our public nuisance abatement efforts.

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