

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE DECEMBER 5, 2023 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: Ryan Hunter, John Newman II, Gloria Peterson, and Debbie Swanson

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**3. PUBLIC HEARING**

**A. 7:00 PM – RESOLUTION 2023-19 2024 FISCAL YEAR BUDGET**

The public hearing was opened by Supervisor Stumbo at 7:06pm.

No public comments were given.

Supervisor Stumbo summarized the budget changes listing the following as some of the adjustments:

- Adding a temporary intern wage line to the Community Engagement Fund in the amount of \$6,000
- GCSI for lobbyist service was previously removed from the budget but needs to be readded as it is a 3-year contract ending in December 2024
- The Public Safety Grant was received and now must be added to the budget in the amount of \$5,000,000.

The public hearing was closed at 7:09 PM.

**4. PUBLIC COMMENTS**

No public comments were given.

**5. CONSENT AGENDA**

**A. MINUTES OF THE NOVEMBER 21, 2023 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR DECEMBER 5, 2023 IN THE AMOUNT OF \$832,074.03**

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A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve the consent agenda with the minutes and corrections.

The motion carried unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters gave a status update on three properties that the Township recently filed petitions seeking to declare the properties public nuisances. He also added that the Michigan Court of Appeals ruled in favor of the Township assessing department in the case filed by ProQuest LLC.

**NEW BUSINESS**

**1. REQUEST TO APPROVE RESOLUTION 2023-24, RESOLUTION FOR PAYMENT AND USE OF SURPLUS DRAIN FUNDS**

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve the resolution (see attached).

Supervisor Stumbo gave a brief history of the surplus drain fund and the green infrastructure improvements that have been made.

The motion carried unanimously.

**2. REQUEST TO ACCEPT A GRANT FROM THE STATE OF MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$5,000,000.00 FOR SECURITY RENOVATIONS AT THE 14B DISTRICT COURT.**

A motion was made by Treasurer Eldridge and supported by Clerk Jarrell Roe to accept a grant from the State of Michigan Department of Labor and Economic Opportunity in the amount of \$5,000,000.00 for security renovations at the 14B District Court (see attached).

Supervisor Stumbo gave a summary of the discussion held during the work session regarding this request. **She stated that the township would receive \$2.5 million in advance.**

The motion carried unanimously.

**3. REQUEST TO APPROVE THE AGREEMENT WITH OHM FOR CONSTRUCTION ENGINEERING SERVICES FOR THE RIDGE RD SIDEWALK PROJECT IN THE**

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**AMOUNT OF \$69,000.00 BUDGETED FOR 2024 IN THE LNE ITEM #213-446-982-006.**

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve the agreement with OHM for construction engineering services for the Ridge Rd sidewalk project ~~in the amount of~~ **in a not to exceed amount of** \$69,000 budgeted for 2024 in the line item #213-446-982-006 (see attached).

Matt Parks with OHM Advisors gave a brief description of the project and stated that the project was slated to begin in the spring of 2024. **Supervisor Stumbo stated that AAATA will be funding a bus station, as well.**

The motion carried unanimously.

**4. REQUEST TO APPROVE RESOLUTION 2023-20, ESTABLISH TOWNSHIP SUPERVISOR'S SALARY.**

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve Resolution 2023-20 (see attached).

Supervisor Stumbo explained that the board must do this every year to set the salaries for elected officials.

The motion carried unanimously.

**5. REQUEST TO APPROVE RESOLUTION 2023-21, ESTABLISH TOWNSHIP CLERK'S SALARY.**

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve Resolution 2023-21 (see attached).

The motion carried unanimously.

**6. REQUEST TO APPROVE RESOLUTION 2023-22, ESTABLISH TOWNSHIP TREASURER'S SALARY.**

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve Resolution 2023-22 (see attached).

The motion carried unanimously.

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**7. REQUEST TO APPROVE RESOLUTION 2023-23, ESTABLISH TOWNSHIP TRUSTEE'S SALARY.**

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve Resolution 2023-23 (see attached).

The motion carried unanimously.

**8. REQUEST TO APPROVE CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCE AT 1354 NASH AVE BUDGETED IN LINE ITEM #101-729-801-023.**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve circuit court litigation to abate a public nuisance at 1354 Nash Ave budgeted in line item #101-729-801-023.

Attorney Winters explained that the property is being utilized as an auto repair business which is a violation of the ordinance.

The motion carried unanimously.

**9. REQUEST TO APPROVE BUDGET AMENDMENT #17.**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to amend the 2023 budget, budget amendment #17, by increasing the general fund budget by \$5,318,940 to \$28,943,546 and approve the line-item changes as outlined (see attached).

Supervisor Stumbo explained that the largest portion of this budget amendment is for the grant from the State of Michigan and it also includes the tax tribunal court of appeals legal services as well as streetlight assessment.

The motion carried unanimously.

**AUTHORIZATIONS AND BIDS**

**1. REQUEST TO AWARD THE BID FOR THE RIDGE RD SIDEWALK PROJECT TO DOAN CONSTRUCTION IN THE AMOUNT OF \$482,528.35 BUDGETED FOR 2024 IN LINE ITEM #213-446-982-006.**

A motion was made by Trustee Peterson and supported by Trustee Swanson to award the bid for the Ridge Rd Sidewalk Project to Doan Construction in the amount of \$482,528.35 budgeted for 2024 in line item #213-446-982-006.

Matt Parks from OHM Advisors confirmed that 6 bids were received, and Doan was the lowest bid. Construction is slated to begin mid-April to early May at the latest.

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The motion carried unanimously.

**2. REQUEST TO AWARD THE LOW BID FOR THE GREEN OAKS GOLF COURSE BATHROOM RENOVATIONS TO LYNCH CONSTRUCTION IN THE AMOUNT OF \$198,614.90 BUDGETED IN LINE ITEM #101-902-981-100.**

A motion was made Clerk Jarrell Roe and supported by Trustee Swanson to award the low bid for the Green Oaks Golf Course bathroom renovations to Lynch Construction in the amount of \$198,614.90 budgeted in line item #101-902-981-100.

Lindsay Woods with Stantec stated that it is Stantec's recommendation to award the bid to Lynch Construction who was the lowest bid.

The motion carried unanimously.

**3. REQUEST TO SEEK SEALED BIDS FOR THE CIVIC CENTER POND RENOVATION**

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to seek sealed bids for the Civic Center pond renovation.

Matt Parks with OHM Advisors explained the goal of the pond renovation and the bidding process. The tentative start date for the project is late February, early March.

The motion carried unanimously.

**4. REQUEST TO SEEK SEALED BIDS FOR THE COMMUNITY CENTER 200 HALLWAY AND COMMUNITY CENTER BATHROOM RENOVATION**

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to seek sealed bids for the Community Center 200 Hallway and bathroom renovation.

Lindsay Woods with Stantec was present to give a brief description of the project, citing sanitary line issues and making the bathrooms ADA compliant as major targets in the renovations.

The motion carried unanimously.

**5. REQUEST TO SEEK SEALED BIDS FOR THE RENOVATION OF THE CIVIC CENTER PARKING LOT**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to seek sealed bids for the renovation of the Civic Center parking lot.

Matt Parks with OHM Advisors was present to give the site history and stated that the last time the parking lot was rehabilitated was over 20 years ago. He also gave a brief overview of project details and pricing.

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The motion carried unanimously.

**OTHER BUSINESS**

**1. REQUEST TO APPROVE STEP TWO "EXECUTE THE PROJECT" ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES WITH JFR ARCHITECTS FOR RENOVATION AND ADDITIONS AT 14B CIRCUIT COURT BUILDING IN THE AMOUNT OF \$223,564**

A motion was made by Clerk Jarrell and supported by Treasurer Eldridge to approve step two architectural and engineering professional services for renovation and additions at 14B Circuit Court building in the amount of \$223,564 contingent upon attorney review.

The motion carried unanimously.

**BOARD MEMBER UPDATES**

Clerk Jarrell Roe stated that the Election Commission met and reconsolidated some of the voting precincts in Ypsilanti Township **with the new state law allowing 4,999 voters per precinct**. Clerk Jarrell Roe plans to make a more in-depth presentation regarding this topic during the following board meeting scheduled for December 19, 2023.

A motion to adjourn was made by Treasurer Eldridge and supported by Clerk Jarrell Roe.

Motion carried unanimously.

The meeting was adjourned at approximately 8:46 PM.

Respectfully Submitted,



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



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

**Resolution Number 2023-24**

**YPSILANTI CHARTER TOWNSHIP  
RESOLUTION FOR PAYMENT AND USE OF SURPLUS DRAIN FUNDS**

**WHEREAS**, Section 283 of the Drain Code provides that the Water Resources Commissioner may enter into an agreement with a municipality for the maintenance and use of surplus construction funds if the municipality has been assessed for all or part of the cost of the drain project; and

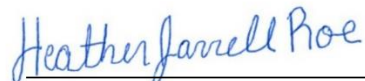
**WHEREAS**, use of surplus construction funds held in an account by agreement may be used to pay of drain assessments to the Township or such surplus funds may be utilized to address drainage in the Township by Resolution from the Township; and

**WHEREAS**, the Municipality of Ypsilanti Charter Township is requesting that Washtenaw County Water Resources Commissioner use a portion of their surplus construction funds held in county drain fund #8863 for the purpose of building green stormwater infrastructure at the Community Center, Appleridge Park and Sugarbrook Park as part of a National Fish and Wildlife Foundation grant.

**NOW THEREFORE BE IT RESOLVED** that the Township requests and authorizes the Water Resources Commissioner apply twenty thousand dollars (\$20,000.00) from fund #8853, Ypsilanti Township Special Maintenance Fund, toward the National Fish and Wildlife Foundation grant project.

**BE IT FURTHER RESOLVED** that the Clerk shall forward to the Water Resources Commissioner a copy 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. 2023-24 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2023.



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Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

GRANT BETWEEN  
THE STATE OF MICHIGAN  
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY  
AND  
TOWNSHIP OF YPSILANTI

GRANTEE/ADDRESS:

Magistrate Mark Nelson  
14 B District Court  
7200 S Huron River Dr  
Ypsilanti, MI 48197  
734-483-2330  
nelsonm@washtenaw.org

GRANT ADMINISTRATOR/ADDRESS:

Jim Wilson  
Michigan Department of Labor & Economic Opportunity  
2501 Woodlake Circle  
Okemos, MI 48864  
wilsonj4@michigan.gov

GRANT PERIOD:

October 1, 2023 to September 30, 2026

TOTAL AUTHORIZED BUDGET: \$5,000,000.00

Federal Contribution: \$  
State Contribution: \$ 5,000,000.00  
Local Contribution: \$  
Other Contributions: \$

SIGMA Vendor I.D.: CV0048511

SIGMA Payment Address Code: 001

ACCOUNTING DETAIL: Accounting Template No.: 186PUB176SAFE



## GRANT

This is Grant # WASHTENAWCOURT24 between the Department of Labor and Economic Opportunity (Grantor), and Township of Ypsilanti (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### 1.0 Statement of Purpose

To enhance security and to better protect those who work or enter 14B District Court in Ypsilanti, Michigan.

### 1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

The public purpose of this grant is to facilitate security enhancements, public safety, accessibility, and efficiency of court operations throughout 14B District Court. These improvements will keep both court employees and members of the public safe while they carry out their court activities. This will also help ensure that the process of going to 14B District Court is safe, consistent, and easily followed.

The Township of Ypsilanti Grant Application is included as Attachment A.

### 1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Labor and Economic Opportunity (LEO) to approve requests for additional funds at any time.
- B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
- C. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

Changes in the Budget of less than 5% of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Changes in the Budget equal to or greater than 5% of the total line item amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

### 1.3 Payment Schedule

The maximum amount of grant assistance offered is \$5,000,000.00. Progress payments up to the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

## **1.4 Monitoring and Reporting Program Performance**

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. **Quarterly Reports.** The Grantee shall submit to the Grant Administrator quarterly performance reports that (at a minimum) briefly present the following information:
  - 1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period
  - 2. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
  - 3. An accounting of all funds expended by the recipient.
  - 4. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
  - 5. The performance reports are due to the grant administrator no later than the 20th calendar day after the end of the calendar quarter. The final narrative report is due 15 days after the end of the grant period. In the event that the due date falls on a weekend or state government holiday, the report is due on the last business day prior to the due date.

## **PART II - GENERAL PROVISIONS**

### **2.1 Project Changes**

Grantee must obtain prior written approval for project changes from the Grant Administrator. **See Section 1.2, Detailed Budget.**

### **2.2 Delegation**

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, provide a statement ensuring that no conflicts of interest or ethical concerns exist (as described in Section 3.4 – Conflict and Ethics), and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

### **2.3 Project Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

## **2.4 Share-in-savings**

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

## **2.5 Order of Spending**

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

## **2.6 Purchase of Equipment**

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

## **2.7 Accounting**

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

## **2.8 Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **2.9 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

## **3.0 Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

## **3.1 Safety**

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

## **3.2 General Indemnification**

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

## **3.3 Termination**

### **A. Termination for Cause**

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B. Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the

Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

#### B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

### **3.4 Clawback**

Notwithstanding anything to the contrary herein, the grant shall be subject to a recoupment or clawback allow the State at its discretion to recoup or otherwise collect any funds that are declined, unspent or otherwise misused.

### **3.5 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

### **3.6 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree 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 race, color, religion, national origin, age, sex, 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. Breach of this covenant is a material breach of this Grant.

### **3.7 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.8 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

### **3.9 Website Incorporation**

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

### **4.0 Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

### **4.1 Illegal Influence**

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. 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 grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

### **4.2 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be

resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

#### **4.3 Compliance with Laws**

Grantee must comply with all federal, state and local laws, rules and regulations. This includes monitoring and reporting provisions outlined in Public Act 166 of 2022, Section 1096 (Attachment D).

#### **4.4 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

#### **4.5 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

#### **4.6 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

#### **4.7 Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

#### **4.8 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to

avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

#### 4.9 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

#### 5.0 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

#### 5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

\_\_\_\_\_  
Gregory Rivet, Director of Administrative Services  
Department of Labor and Economic Opportunity  
State of Michigan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brenda Stumbo  
Supervisor  
Charter Township of Ypsilanti

\_\_\_\_\_  
Date

\_\_\_\_\_  
Heather Jarrell Roe  
Clerk  
Charter Township of Ypsilanti

\_\_\_\_\_  
Date

GRANT NO. WASHTENAWCOURT24



## Special Grant Application Form

Official Grantee:

Grantee Full Address:

Grantee Primary Contact:

Phone:  Email:

Legislative Sponsor:  Appropriated Amount:

Legislative Sponsor:

### Questions for Legislative Sponsor

1. Is the legislative sponsor and/or any family members of the legislative sponsor associated with this organization? (Ex: board member, employee, financial donor, etc.)  
If so, please explain:

2. Does this grant comply with the provisions of Article IV, §10 of the Michigan Constitution and PA 318 of 1968, MCL 15.301 to 15.310?

### Questions for Official Grantee

1. Please describe the public purpose of the project, demonstrating it is consistent with language authorizing grant in PA 119 of 2023.

2. Fill out the anticipated dollar amount for each respective category of the budget, using **the excel budget form provided**. Please note the general administrative expense cannot exceed 10% of the grant amount.

3. Anticipated time-frame for each cost identified in the budget (this will reflect the period of the grant).

4. I acknowledge that I will be required to submit progress reports and a final report including:

- i. A summary of the Grant Activities performed over the period determined by the department;
- ii. An accounting of Grantee's actual expenditure of all funds on the Project over the period determined by the department, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements; the Grantee's estimated percentage of completion of the Project; and
- iii. Any other information deemed relevant by Grantee to support the Grant Activities actually performed.

5. Identify authorized signer(s) for Grant Agreement.

6. Please be advised any portion of the grant funds paid to grantee and not spent or not spent in accordance with the grant agreement must be returned to the department.

**NOTICE:**

This Grant Application Form is not a legally binding agreement and should not be viewed as such. Moreover, the Grant Application Form does not embody all of the terms and conditions of the grant agreement and neither the department nor the grantee will be bound until there is an executed grant agreement that sets forth all the terms and conditions.

**Michigan Enhancement Grant Project Budget**

Please enter the major cost elements of the project, selecting from the drop down list options. If you select an activity with a ":" please add a few additional words of description in the "Other/Additional Notes" column. You will be asked to report based on these budget categories. It is recommended that the budget have between 2-5 line items. Keeping the budget at a fairly high-level minimizes the need to amend the budget if the project costs deviate slightly from the plan. The "Local" and "Other" columns are optional. **Six line items is the maximum allowed.**

14B District Court/ Charter Township of Ypsilanti		Court Security/Public Safety			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Construction:	new building addition	\$ 1,529,550.00			
Construction:	existing building renovation	\$ 2,251,620.00			
	site work:				
Construction:	sidewalk/driveway/gate	\$ 73,230.00			
Construction Contingency		\$ 775,200.00			
Equipment:	furniture, fixtures/equipment and technology	\$ 50,000.00			
Architecture	architetcure/engineering; move management	\$ 320,400.00			
	<b>Total</b>	\$ 5,000,000.00	\$ -	\$ -	\$ 5,000,000.00

<b>DEPARTMENT OF TECHNOLOGY, MANAGEMENT &amp; BUDGET,          VEHICLE AND TRAVEL SERVICES          SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES          Effective October 1, 2023</b>
---

**MICHIGAN SELECT CITIES\***

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

**MICHIGAN IN-STATE ALL OTHER**

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
<b>Per Diem Total</b>	<b>\$92.50</b>	

**OUT-OF-STATE SELECT CITIES\***

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

**OUT-OF-STATE ALL OTHER**

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
<b>Per Diem Total</b>	<b>\$101.50</b>	

Incidental Costs Per Day (with overnight stay) \$5.00

<b>Mileage Rates</b>	<b>Current</b>
Premium Rate	\$0.655 per mile
Standard Rate	\$0.440 per mile

\* See Select Cities Listing

\*\* Lodging available at State rate, or call Conlin Travel at 877-654-2179 or [www.conlintravelhub.com/som](http://www.conlintravelhub.com/som)

**SELECT CITY LIST**  
**SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES**  
**Effective October 1, 2023**

<b>Michigan Select Cities/Counties</b>		
	<b>CITIES</b>	<b>COUNTIES</b>
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
<b>Out of State Select Cities/Counties</b>		
<b>STATE</b>	<b>CITIES</b>	<b>COUNTIES</b>
<b>Alaska</b>	All locations	
<b>Arizona</b>	Phoenix, Scottsdale, Sedona	
<b>California</b>	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
<b>Colorado</b>	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
<b>Connecticut</b>	Bridgeport, Danbury	
<b>District of Columbia</b>	Washington DC (See also Maryland & Virginia)	
<b>Florida</b>	Boca Raton, Delray Beach, Ft Lauderdale, Jupiter, Key West, Miami	
<b>Georgia</b>	Brunswick, Jekyll Island	
<b>Hawaii</b>	All locations	
<b>Idaho</b>	Ketchum, Sun Valley	
<b>Illinois</b>	Chicago	Cook, Lake
<b>Kentucky</b>	Kenton	
<b>Louisiana</b>	New Orleans	
<b>Maine</b>	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
<b>Maryland</b>	Baltimore City, Ocean City	Montgomery, Prince George
<b>Massachusetts</b>	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
<b>Minnesota</b>	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
<b>Nevada</b>	Las Vegas	
<b>New Mexico</b>	Santa Fe	
<b>New York</b>	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
<b>Ohio</b>	Cincinnati	
<b>Pennsylvania</b>	Pittsburgh	Bucks
<b>Puerto Rico</b>	All locations	
<b>Rhode Island</b>	Bristol, Jamestown, Middletown, Newport, Providence	Newport
<b>Texas</b>	Austin, Dallas, Houston, L.B. Johnson Space Center	
<b>Utah</b>	Park City	Summit
<b>Vermont</b>	Manchester, Montpelier, Stowe	Lamoille
<b>Virginia</b>	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
<b>Washington</b>	Port Angeles, Port Townsend, Seattle	
<b>Wyoming</b>	Jackson, Pinedale	



November 13, 2023

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

RE: Ridge Road Sidewalk  
Construction Engineering Services Proposal

Dear Ms. Stumbo,

OHM Advisors (OHM) is pleased to submit this proposal for professional services for the construction inspection and construction engineering services for the proposed sidewalk along Ridge Road from Holmes Road to Mott Road.

### **PROJECT UNDERSTANDING**

The project includes construction of a 5-foot-wide concrete sidewalk from Holmes Road to Clark Road and removal and replacement of the existing concrete sidewalk from Clark Road to Mott Road. The design complies with the most recent applicable sections of the Americans with Disabilities Act (ADA) and the requirements of the Washtenaw County Road Commission (WCRC).

### **SCOPE OF SERVICE**

Includes: Ann Arbor Area Transportation Authority Coordination and Re-Design, Construction Layout/Staking, Construction Observation, Materials Testing (G2 Consulting Services), Construction Engineering, and Contract Administration.

#### **Construction Engineering Services**

##### **Ann Arbor Area Transportation Authority (AAATA) Coordination and Re-Design**

OHM Advisors will assist with coordination services for the bus stop improvement portions of this project. These services will include the following:

- ▶ Assisting the Township with AAATA coordination for the proposed bus stop improvements at Ridge Road and Clark Street.
- ▶ Attending one (1) meeting with the Township, AAATA, and the WCRC, if applicable.
- ▶ Updating the as-bid plans to reflect all revisions as a result of coordination with AAATA.
- ▶ Re-submitting revised plans to the WCRC for review and approval of the ROW permit application.
- ▶ Providing bulletin information to the Contractor reflecting the plan revisions.

##### **Construction Layout/Staking**

OHM Advisors will provide construction survey layout services for the placement of the new pathway and boardwalk. OHM will also witness existing surfaces to ensure new pavement surfaces will match existing conditions, as needed. Construction layout will include initial placement of the stakes upon request by the Contractor and, if removed by residents and/or the contractor, one (1) additional staking.

##### **Construction Observation**

OHM will provide full and part time onsite construction observation services (5 weeks full-time, 5 weeks part-time) for shared use pathway construction and paving activities. The Construction Observation task includes coordination time



prior to the project, supervision of inspection, and part-time inspection at the end of the project for restoration activities. If the Contractor requires more time outside of the anticipated inspection effort to complete the major items of work, additional budget may be required. Coordination of materials testing services is also included under construction observation.

### Materials Testing

G2 Consulting Group (G2) will be used for material testing of the concrete, asphalt, and aggregate base (where needed). G2 will also review mix designs from the contractor to ensure the correct specifications are followed. G2's scope includes time for concrete testing, asphalt testing, and aggregate base compaction testing. This also includes the necessary equipment and lab testing fees.

### Construction Engineering

OHM Advisors will provide construction engineering services for the concrete and asphalt paving portions of this project. These services will include, but are not limited to:

- Consulting with and advising the Owner or its designated representative during construction.
- Reviewing shop drawings and material certifications provided by the Contractor.
- Attending one (1) preconstruction meeting and continuing coordination with the WCRC on the project.
- Answering requests for information (RFIs) from the Contractor.
- Resolving construction conflicts (i.e., mismarked utilities, interpretation of the contract documents, etc.).
- Providing bulletin information to the Contractor and/or subcontractors, as well as performing any potential value engineering services.

### Construction Administration

OHM Advisors will provide contract administration services for the project. These services will include the following:

- Assisting the Owner in reviewing and processing payment estimates for the Contractor.
- Assisting with the preparation of change orders and a final balancing change order.
- Performing preliminary and final reviews of the completed project and preparing substantial completion certificates, along with the preparation of punch lists and confirmation of resolution for punch list items.
- Supplying the Owner with a project record, including inspection reports, sketches, photos, and all other pertinent information after the completion of the project.
- Unless specifically requested by the Township, meetings with the resident will not occur without the Township Supervisor present. Any involvement with the resident outside of the construction of the proposed plan can be performed on an hourly, as-needed basis under a separate easement assistance.
- Close out project by securing required documentation and correspondence per the contract.

### FEE SCHEDULE

OHM Advisors proposes to provide the above outlined professional services on an Hourly – Not to Exceed basis, in accordance with our 2023 Rate Schedule. Invoices will be sent monthly as work is performed.

Construction Engineering Services	\$59,000.00
Materials Testing (G2 Consulting Group)	\$10,000.00
<b>GRAND TOTAL</b>	<b>\$69,000.00 (Hourly, Not to Exceed)</b>

### DELIVERABLES

A final pay estimate and final acceptance letter will be issued upon project completion as well as copies of the Construction Daily Reports (with sketches) for record information.

We thank you for this opportunity to provide professional engineering services. Should there be any questions, please do not hesitate to contact us.

### ACCEPTANCE

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



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

OHM ADVISORS  
CONSULTANT

*Matthew D. Parks*

(Signature)

Matthew D. Parks, P.E.

(Name)

Principal in Charge

(Title)

\_\_\_\_\_

(Date)

(Signature)

(Name)

(Title)

(Date)

Charter Township of Ypsilanti  
CLIENT

*Brenda S. Stumbo*

Ms. Brenda Stumbo

Township Supervisor

*December 6, 2023*

*Heather Jarrell Roe*

Ms. Heather Jarrell Roe

Township Clerk

*December 6, 2023*



## TERMS & CONDITIONS



1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

**CHARTER TOWNSHIP OF YPSILANTI**

**RESOLUTION NO. 2023-20**

**ESTABLISH 2024 TOWNSHIP SUPERVISOR'S SALARY**

**WHEREAS**, according to MCL 41.95 (3), the salary for elected officials shall be determined by the township board; and

**WHEREAS**, Teamsters, TPOAM employees have negotiated a 3% increase plus longevity that is budgeted in 2024,

**WHEREAS**, it is recommended that all non-union (management) employees also receive a 3% base wage increase, plus longevity that is budgeted in 2024,

**WHEREAS**, it is recommended a 3% increase for full-time elected officials and trustees plus longevity;

**NOW THEREFORE BE IT RESOLVED** that the 2024 salary for the office of the Supervisor shall receive an increase of 3% on their annual base salary, going from \$93,662 to \$96,472, plus longevity in the amount of \$2,412; and recognizing the annual car allowance of \$6,000.00 per year (since 2018), bringing the total 2024 annual compensation of the Supervisor to \$104,884.

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. 2023-20 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2023.



Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI**

**RESOLUTION NO. 2023-21**

**ESTABLISH 2024 TOWNSHIP CLERK'S SALARY**

**WHEREAS**, according to MCL 41.95 (3), the salary for elected officials shall be determined by the township board; and

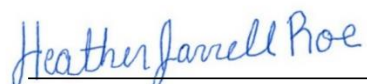
**WHEREAS**, Teamsters, TPOAM employees have negotiated a 3% increase plus longevity that is budgeted in 2024,

**WHEREAS**, it is recommended that all non-union (management) employees also receive a 3% base wage increase, plus longevity that is budgeted in 2024,

**WHEREAS**, it is recommended a 3% increase for full-time elected officials and trustees plus longevity;

**NOW THEREFORE BE IT RESOLVED** that the 2024 salary for the office of the Clerk shall receive an increase of 3% on their annual base salary going from \$93,662 to \$96,472, plus longevity in the amount of \$1,447, bringing the total 2024 annual compensation of the Clerk to \$97,919.

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. 2023-21 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2023.



Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI**

**RESOLUTION NO. 2023-22**

**ESTABLISH 2024 TOWNSHIP TREASURER'S SALARY**

**WHEREAS**, according to MCL 41.95 (3), the salary for elected officials shall be determined by the township board; and

**WHEREAS**, Teamsters, TPOAM employees have negotiated a 3% increase plus longevity that is budgeted in 2024,

**WHEREAS**, it is recommended that all non-union (management) employees also receive a 3% base wage increase, plus longevity that is budgeted in 2024,

**WHEREAS**, it is recommended a 3% increase for full-time elected officials and trustees plus longevity;

**NOW THEREFORE BE IT RESOLVED** that the 2024 salary for the office of the Treasurer shall receive an increase of 3% on their annual base salary going from \$93,662 to \$96,472, plus longevity in the amount of \$2,170, bringing the total 2024 annual compensation of the Treasurer to \$98,642.

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. 2023-22 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2023.



Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI**

**RESOLUTION NO. 2023-22**

**ESTABLISH 2024 TOWNSHIP TREASURER'S SALARY**

**WHEREAS**, according to MCL 41.95 (3), the salary for elected officials shall be determined by the township board; and

**WHEREAS**, Teamsters, TPOAM employees have negotiated a 3% increase plus longevity that is budgeted in 2024,

**WHEREAS**, it is recommended that all non-union (management) employees also receive a 3% base wage increase, plus longevity that is budgeted in 2024,

**WHEREAS**, it is recommended a 3% increase for full-time elected officials and trustees plus longevity;

**NOW THEREFORE BE IT RESOLVED** that the 2024 salary for the office of the Treasurer shall receive an increase of 3% on their annual base salary going from \$93,662 to \$96,472, plus longevity in the amount of \$2,170, bringing the total 2024 annual compensation of the Treasurer to \$98,642.

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. 2023-22 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2023.



Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI**

**RESOLUTION NO. 2023-23**

**ESTABLISH 2024 TOWNSHIP TRUSTEE'S SALARY**

**WHEREAS**, according to MCL 41.95 (3), the salary for elected officials shall be determined by the township board; and

**WHEREAS**, Teamsters, TPOAM employees have negotiated a 3% increase plus longevity that is budgeted in 2024,

**WHEREAS**, it is recommended that all non-union (management) employees also receive a 3% base wage increase, plus longevity that is budgeted in 2024,

**WHEREAS**, it is recommended a 3% increase for full-time elected officials and trustees plus longevity;

**NOW THEREFORE BE IT RESOLVED** that the 2023 salary for the office of the Township Trustees shall receive an increase of 3% on their annual base salary going from \$16,679 to \$17,179.

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. 2023-23 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 5, 2023.



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Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
2023 BUDGET AMENDMENT #17**

**December 7, 2023**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

<b>101 - GENERAL OPERATIONS FUND</b>	<b>Total Increase</b>	<b><u><u>\$318,940.00</u></u></b>
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Request to increase budget for the tax tribunal court of appeals legal service fees. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$12,750.00
		Net Revenues	<u><u>\$12,750.00</u></u>
Expenditures:	Tax Appeals	101-257-811.001	\$12,750.00
		Net Expenditures	<u><u>\$12,750.00</u></u>

Request to increase budget for the cost of Streetlights through out the Township not covered by a special tax assessment. The increase was caused by cost increase and the additional lights installed on US 12, Huron Street and Ridge Road. This was not budgeted in 2023 and will be budgeted in 2024. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$77,500.00
		Net Revenues	<u><u>\$77,500.00</u></u>
Expenditures:	Streetlights Non-special assessment	101-272-967.001	\$77,500.00
		Net Expenditures	<u><u>\$77,500.00</u></u>

Request to increase budget legal services pertaining to meetings, contract reviews, contract negotiations and other Township legal business. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$26,200.00
		Net Revenues	<u><u>\$26,200.00</u></u>
Expenditures:	Legal Services	101-266-801.002	\$26,200.00
		Net Expenditures	<u><u>\$26,200.00</u></u>

Request to increase budget legal services for prosecution and domestic violence for Court Due Process. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$19,190.00
		Net Revenues	<u><u>\$19,190.00</u></u>
Expenditures:	Legal Service - Prosecution	101-287-801.014	\$3,200.00
	Legal Service - Domestic Violence	101-287-801.020	\$15,990.00
		Net Expenditures	<u><u>\$19,190.00</u></u>



**CHARTER TOWNSHIP OF YPSILANTI  
2023 BUDGET AMENDMENT #17**

**December 7, 2023**

Request to increase budget for legal services. This is due to the higher number of nuisance abatement, "padlock statute" and vacant abandoned properties this year. Also for Vermin abatement, title service and other legal services. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	<u>\$107,000.00</u>
		Net Revenues	<u><u>\$107,000.00</u></u>
Expenditures:	Public Nuisance - Legal Service	101-729-801.023	<u>\$107,000.00</u>
		Net Expenditures	<u><u>\$107,000.00</u></u>

Request to increase budget for legal services pertaining to land use issues, including ordinance, zoning and professional service for Gault Village demolition planning. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	<u>\$76,300.00</u>
		Net Revenues	<u><u>\$76,300.00</u></u>
Expenditures:	Land Use Issues - Legal Service	101-729-801.024	<u>\$76,300.00</u>
		Net Expenditures	<u><u>\$76,300.00</u></u>

Motion to Amend the 2023 Budget (#17)

Move to increase the General Fund budget by \$5,318,940 to \$28,943,546 and approve the department line item changes as outlined.