

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 16, 2024 REGULAR BOARD MEETING**

Supervisor Brenda Stumbo called the meeting to order at approximately 6:01pm 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 and Treasurer Stan Eldridge
Trustees: Ryan Hunter, John Newman II (6:03pm),
Gloria Peterson, and Debbie Swanson

Members Absent: Clerk Heather Jarrell Roe

Legal Counsel: Wm. Douglas Winters

INTRODUCTION OF NEW FIREFIGHTER

CONSENT AGENDA

A. MINUTES OF THE APRIL 2, 2024 REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR APRIL 16, 2024 IN THE AMOUNT OF \$1,452,880.78**
- 2. CLARITY HEALTHCARE DEDUCTIBLE ACH EFT FOR MARCH IN THE AMOUNT OF \$68,621.02**
- 3. CLARITY HEALTHCARE DEDUCTIBLE ADMIN FEE FOR MARCH IN THE AMOUNT OF \$1,513.63**

C. TREASURER'S REPORT FOR MARCH 2024

A motion was made by **Trustee Peterson** and supported by **Trustee Hunter** to approve the **April 2, 2024 Regular Meeting Minutes** with corrections and edits to the minutes.

The motion carried unanimously.

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A motion was made by Trustee Peterson and supported by Trustee Hunter to the April 16, 2024 Statements and Checks.

The motion carried unanimously.

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the Treasurer's Report.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters gave a legal update on issues concerning the township.

NEW BUSINESS

- 1. REQUEST TO APPROVE THE AMENDED 2024 AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE ADDITION OF DRAINAGE IMPROVEMENT AND LIMESTONE LIFT OF MUNGER RD. BETWEEN MERRITT RD. AND BEMIS RD. IN THE AMOUNT OF \$191,000.00 AND APPROVE THE TOWNSHIPS CONTRIBUTION OF \$47,750.00 BUDGETED IN LINE ITEM #213-446-982-000**

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the amended 2024 agreement with the Washtenaw County Road Commission for the addition of drainage improvement and limestone lift of Munger Rd. between Merritt Rd. and Bemis Rd. in the amount of \$191,000.00 and approve the Townships' contribution of \$47,750.00 budgeted in line item #213-446-982-000 (see attached).

The motion carried unanimously.

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2. REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ANN ARBOR REGARDING WATER QUALITY IN FORD AND BELLEVILLE LAKES

A motion was made by Trustee Peterson and supported by Trustee Hunter to approve a memorandum of understanding with the City of Ann Arbor regarding water quality in Ford and Belleville Lakes (see attached).

Supervisor Stumbo stated this will be used to identify algae blooms in Ford Lake.

The motion carried unanimously.

3. RESOLUTION 2024-05, REGARDING THE PETITION FOR SOUTH FORD LAKE DRAIN

Supervisor Stumbo read the resolution into the record.

Evan Pratt, Washtenaw County Water Resource Commissioner explained that they will need to extend a pipe approximately 70 feet to alleviate the water level. He said he appreciates the Townships' support and will try and get it completed as soon as possible without any cost to the Township.

Supervisor Stumbo stated the road commission is responsible for storm drains.

Mr. Pratt stated it was previously but now it will become a Washtenaw County drain.

Supervisor Stumbo stated that she appreciates all Evan Pratt and his department does for Ypsilanti Township residents.

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve Resolution 2024-05, regarding the petition for South Ford Lake Drain (see attached).

The motion carried unanimously.

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4. REQUEST TO WAIVE THE FINANCIAL POLICY AND ACCEPT THE LOW QUOTE FROM NORTHGATE CONSTRUCTION FOR THE GREEN OAKS GOLF COURSE BATHROOM REMODEL IN THE AMOUNT OF \$110,250.00 AND FOR THE RENOVATION OF THE GOLF PRO SHOP BATHROOM IN THE AMOUNT OF \$90,880.00 FOR A TOTAL AMOUNT OF \$201,130.00 BUDGETED IN LINE ITEM #101-902-981-100

A motion was made by Treasurer Eldridge and supported by Trustee Newman to waive the financial policy and accept the low quote from Northgate Construction for the Green Oaks Golf Course bathroom remodel in the amount of \$110,205.00 and for the renovation of the Golf Pro Shop bathroom in the amount of \$90,880.00 for a total amount of \$201,130.00 budgeted in line item #101-902-981-100.

John Hines, Municipal Services Director explained the bidding history for this project and how they came to choose Northgate Construction to do the remodeling of both the Green Oaks Golf Course and Golf Pro Shop bathrooms.

Trustee Newman asked Mr. Hines why they chose Northgate Construction instead of Peterson Construction. Mr. Hines stated that Northgate does most of the work themselves and does not contract it out.

Trustee Swanson asked Mr. Hines why we were remodeling the bathrooms at the Golf Course instead of bringing in the prefab ones that we are bringing into the parks. Mr. Hines stated the bathrooms at the Golf Course are structurally sound and the ones at the park were not. He said it's about \$80,000.00 cheaper than going with the prefab.

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. REQUEST TO AWARD THE LOW BID TO BALLARD MARINE CONSTRUCTION FOR THE SLUICE GATE INSPECTION PROJECT AT THE HYDRO DAM IN THE AMOUNT OF \$322,500.00 BUDGETED IN LINE ITEM #101-902-981-110

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A motion was made by Treasurer Eldridge and supported by Trustee Swanson to award the low bid to Ballard Marine Construction for the sluice gate inspection project at the Hydro Dam in the amount of \$322,500.00 budgeted in line item #101-902-981-110

Mike Saranan, Operations Manager explained this project.

Supervisor Stumbo stated the Hydro Dam was built by Henry Ford and is a historical structure and residents should take a tour.

The motion carried unanimously.

OTHER BUSINESS

Supervisor Stumbo stated last evening they had a special meeting in regard to the contract with Local 1830 which is our Firefighters union, and it was asked to be moved to the Regular Board meeting **and the board agreed.**

Karen Wallin, Human Resources Manager explained the proposed contract. She said that they decided that it is time for the Tier 2 Employees to have equal standing with the Tier 1 Employees. She said they worked hard to accomplish this.

Supervisor Stumbo stated it was the first time she was part of the Firefighters negotiations, and she said she learned a lot about operations of the Fire Department. Supervisor Stumbo stated that Karen Wallin did a fabulous job with all the research which made it a better negotiation. ~~She said we started by ways to attract new firefighters and moved into how to retain them.~~

Attorney Winters stated the highlights of the new Firefighters contract. He said that we need to be more competitive to hire and retain Firefighters. He said they are also concerned for our Firefighters' safety. Attorney Winters stated their goal is to always have at every substation a Class I Firefighter. He said those Firefighters who will be classified as a Class ~~1~~ **A** will have more of a leadership position and would have 5-year experience working as a Firefighter with Ypsilanti Township. He

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said they will activate the physical fitness program that was suspended in 2012. He said they upgraded the pension for the firefighters.

Zach Roland, Union President said they are also requiring the firefighter to get Fire Officer I & II status which is the training they would need to become a Lieutenant or Captain. Mr. Roland said they are excited about the additional training, and it will set them up for the future.

Trustee Peterson stated this contract is a good one and is happy the firefighters' union is bringing it to the Board this evening for a vote.

Supervisor Stumbo shared the additional education and training that will be available for the Firefighters.

Trustee Swanson thanked the Firefighters Team and everyone who negotiated to bring this contract forward for the board to vote on it tonight. She said this takes a lot of cooperation to come to an agreement for both sides.

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve the Firefighter Local 1830 Agreement.

The motion carried unanimously.

PUBLIC COMMENTS

There were no comments.

A motion to adjourn was made by Treasurer Eldridge and supported by Trustee Swanson.

Motion carried unanimously.

The meeting was adjourned at approximately 7:15PM.

Respectfully Submitted,

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



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

2024 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the Township Board of Ypsilanti Township ("Ypsilanti Township"), Washtenaw County, and the Board of Washtenaw County Road Commissioners ("WCRC").

WHEREAS, Ypsilanti Township desires that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the WCRC will accomplish the improvements as specified herein, all in accordance with the standards of the Board of Washtenaw County Road Commissioners,

IT IS FURTHER AGREED, Ypsilanti Township shall pay WCRC for the actual project costs incurred for the project; and

IT IS FURTHER AGREED, the WCRC will submit an invoice to the Township on July 1, 2024, for 50% of the estimated project costs. Following project completion and final accounting of the project costs, WCRC will submit the final invoice for the actual remaining unpaid costs. The final invoice shall provide supporting detail and information, which reasonably identifies the actual project costs incurred by WCRC. The Township described herein agrees to remit payment within 30 days from receipt of WCRC invoices.

Additional Street Sweeping Services

Work to include one (1) additional street sweepings on curbed local roads in Ypsilanti Township. 2024 Local Road Sweeping in Ypsilanti Township (one round)= 174.63 curb miles@ \$98.00 per curb mile= \$17,113.74 per round.

| | | |
|-------------------------------|----|-----------|
| Estimated total project cost: | \$ | 17,113.74 |
|-------------------------------|----|-----------|

Munger Road, Merritt Road to Bemis Road

Work to include drainage improvements, forestry, shaping the existing surface, and the application of 6" of 23A Limestone (C.I.P.) (approximately 3,800 tons) with associated dust control and project restoration. This is a shared project with Pittsfield Township and contingent upon a reciprocal agreement between Pittsfield Township and the Washtenaw County Road Commission.

| | | |
|-------------------------------|----|------------|
| Estimated total project cost: | \$ | 191,000.00 |
|-------------------------------|----|------------|

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|---------------------------------------|----|-----------|
| Estimated cost to Ypsilanti Township: | \$ | 95,500.00 |
|---------------------------------------|----|-----------|

2024 Ypsilanti Township Agreement

AGREEMENT SUMMARY

2024 LOCAL ROAD PROGRAM

| | | |
|---|----|------------|
| Additional Street Sweeping Services | \$ | 17,113.74 |
| Munger Road, Merritt Road to Bemis Road | \$ | 95,500.00 |
| Subtotal | \$ | 112,613.74 |
| Less WCRC 2024 Local Matching Funds | \$ | 56,306.87 |
| ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2024: | \$ | 56,306.87 |

YPSILANTI TOWNSHIP:

Brenda Stumbo, Supervisor

Heather Jarrell Roe, Clerk

Barbara Ryan Fuller, Chair

Matthew MacDonell, Managing Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ANN ARBOR AND THE CHARTER TOWNSHIP OF YPSILANTI
REGARDING WATER QUALITY IN FORD AND BELLEVILLE LAKES**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Ann Arbor ("City") and the Charter Township of Ypsilanti, ("Township"). The City and Township may be referred to herein individually as a "Party" or collectively as the "Parties."

BACKGROUND

The Parties share a common interest in eliminating and preventing nuisance blue green algae blooms in Ford and Belleville Lakes, and they acknowledge that information about water quality and conditions in the lakes is important to advancing their common interest.

THEREFORE, the Parties enter into this Memorandum of Understanding to memorialize their understanding as to their efforts to cooperate and work together to monitor, collect, and share water quality information regarding Ford and Belleville Lakes, as follows:

1. COOPERATIVE EFFORTS – MONITORING BUOY AND INFORMATION SHARING.
 - a. The Township operates and maintains a monitoring buoy in Ford Lake that measures various aspects of water quality which it intends to continue to operate.
 - b. The Parties agree to work together to identify any new or replacement monitoring equipment to be placed on the monitoring buoy including which Party will be responsible for the cost and installation of same, which may be agreed upon separately.
 - c. The Township will continue to operate and maintain the monitoring buoy in Ford Lake, and it will be responsible for collecting all information from it.
 - d. The Township agrees to share with and provide to the City all information collected from the monitoring buoy, and the format, method, and frequency, etc of sharing information may be agreed upon separately.
 - e. The Parties will continue to communicate and cooperate regarding the operation and maintenance of the monitoring buoy including matters such as location, schedules, frequency of sampling or collection of data, maintenance, repairs, and data and information analysis, etc.
 - f. The Parties agree to share with and provide to the other any past and future studies, reports, analyses, and data each may have or obtain pertaining to the water quality and conditions in Ford and Belleville Lakes.
 - g. The Parties agree to cooperate and explore other efforts and options for monitoring the water quality and conditions in Ford and Belleville Lakes and for controlling and reducing blue green algae blooms.
 - h. Unless otherwise agreed upon in writing, the Parties agree that each may use the information regarding water quality and conditions in Ford and Belleville Lakes shared pursuant to this MOU for their respective purposes as they see fit,

including, but not limited to, the following: regulatory purposes, permitting, grant applications, compliance, public relations, academic studies, project applications, etc. The Parties agree to keep each other advised of their intent to use and their use of data and information relating to their cooperative actions.

2. DURATION. This MOU will take effect on the date it is signed by the last Party to sign it and shall remain in effect from year to year until terminated by mutual agreement of the Parties or by either Party, at any time for any reason, providing 90 days advance written notice of termination to the other.

3. RESPONSIBILITIES AND COSTS. Unless specifically agreed to otherwise, each Party will be responsible for carrying out its own obligations and bearing its own costs incurred in carrying out and supporting activities relating to this MOU.

4. NO WAIVER OF OTHER OBLIGATIONS AND RIGHTS. Nothing in this MOU shall invalidate or otherwise supersede any agreements or other legal obligations or rights of either Party.

5. RELATIONSHIP. This MOU does not create a partnership or a joint venture and does not create any financial commitments from one Party to the other except where agreed to by the Parties in writing. Neither Party has the authority to bind the other to any obligation. Each Party to this MOU will remain responsible for any and all claims arising out of its own acts and/or omissions relating to this MOU. In addition, it is not intended to increase or decrease either Party's liability for or immunity from tort claims. This MOU is also not intended to nor will it be interpreted as giving either Party a right of indemnification, either by contract or by law, for claims arising out of this MOU.

6. NOTICES. Notices, invoices, and other communications shall be deemed given when mailed by first-class mail postage prepaid, emailed, or personally delivered as follows:

To the City:

City of Ann Arbor
Keith Sanders, Wastewater Treatment Services Manager
49 S. Dixboro Rd
Ann Arbor, MI 48105
Email: ksanders@a2gov.org

With a copy to:

City of Ann Arbor
Atleen Kaur, City Attorney
301 E. Huron St., 3rd Floor
Ann Arbor, MI 48104
akaur@a2gov.org

To the Township:

Charter Township of Ypsilanti
Michael Saranen, Hydro Dam Operations Manager
7200 S. Huron River Dr.

Ypsilanti, MI 48197
msaranen@ytown.org

With a copy to:

Charter Township of Ypsilanti
Brenda Stumbo, Township Supervisor
7200 S. Huron River Dr.
Ypsilanti, MI 48197
bstumbo@ytown.org

7. AMENDMENTS. This MOU may be amended or modified only by a written instrument executed by authorized representatives of the Parties hereto.
8. AUTHORITY TO SIGN. Each person signing this MOU represents and warrants that he or she has authority to sign it on behalf of the respective Party.
9. BINDING EFFECT. This MOU shall bind and inure to the benefit of the Parties and their respective successors and assigns.
10. GOVERNING LAW. This MOU shall be governed by the laws of the State of Michigan.
11. SEVERABILITY. If it is determined by a court of competent jurisdiction that any provision of this MOU is contrary to law or invalid, the remaining provisions of this MOU shall continue in full force and effect.
12. ELECTRONIC SIGNATURES. The Parties agree that this MOU will be considered signed when the electronic signature of a Party is delivered by electronic transmission. Signatures transmitted electronically shall have the same effect as original signatures.

CITY OF ANN ARBOR

CHARTER TOWNSHIP OF YPSILANTI

Milton Dohoney, Jr, City Administrator

By: *Brenda L. Stumbo*
Brenda Stumbo, Township Supervisor

Dated: _____

Dated: *April 18, 2024*

Approved as to substance:

Brian Steglitz,
Public Services Area Administrator

By: *Heather Jarrell Roe*
Heather Jarrell Roe, Township Clerk

Approved as to form:

Dated: *April 17, 2024*

Atleen Kaur, City Attorney

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION 2024-05
REGARDING THE PETITION FOR SOUTH FORD LAKE DRAIN

WHEREAS, the Municipality of Ypsilanti Township hereby petitions the Washtenaw County Water Resources Commissioner to clean out, relocate, widen, deepen, straighten, tile, extend or relocate along a highway as needed the South Ford Lake Drain; and

WHEREAS, the of Municipality of Ypsilanti Township acknowledges that it will be liable for an assessment at large for a percentage of the total amount to be levied for the proposed work; and

WHEREAS, it has been determined necessary to proceed as soon as possible to accomplish the aforesaid improvements.

NOW THEREFORE BE IT RESOLVED, that the of Municipality of Ypsilanti Township hereby petitions to the Washtenaw County Water Resources Commissioner to clean out, relocate, widen, deepen, straighten, tile, extend or relocate along a highway as needed the South Ford Lake Drain.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be attached to the petition.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk be authorized to execute the petition on behalf of the Township Board.

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. 2024-05 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 16, 2024.



Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti