

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE MAY 7, 2024 REGULAR BOARD MEETING**

Supervisor Brenda Stumbo called the meeting to order at approximately 6:00pm 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: John Newman II, Gloria Peterson, and Debbie Swanson, Ryan Hunter (late)

**Members Absent:** none

**Legal Counsel:** Wm. Douglas Winters

John Hines, Municipal Services Director, introduced Jeff Yahr as the new Assistant Municipal Services Director. Mr. Hines stated Mr. Yahr comes from a construction background and has been here about 3 weeks and is working with the Parks and Grounds team. Mr. Hines introduced Josh Kugler who has worked at the Township since 2021 and is now promoted to Recreation Service Manager.

**CONSENT AGENDA**

**A. MINUTES OF THE APRIL 15, 2024 SPECIAL MEETING, APRIL 15, 2024 CLOSED SESSION AND APRIL 16, 2024 REGULAR MEETING**

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve the meeting minutes with the edits from Supervisor Stumbo and Trustee Swanson to the minutes.

The motion carried unanimously.

**B. STATEMENTS AND CHECKS**

**1. STATEMENTS AND CHECKS FOR MAY 7, 2024 IN THE AMOUNT OF  
\$1,452,880.78**

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A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the Statements and Checks.

The motion carried unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters stated that most of the agenda items including the closed session he has been involved with. He said he would ask the Board to what degree do they want to be involved with the planned removal of the Peninsular Dam. He said there will be issues with high level of contamination with this removal. He said during the Ypsilanti City Council meeting the issue regarding contamination was discussed and it was stated that this process would not contaminate Ford Lake any more than it already is. Attorney Winters stated the City of Ypsilanti will have to secure \$14 million to pay for this project. He suggested that the Board monitor this process if the removal moves forward.

Supervisor Stumbo stated that she had previously met with the former Mayor of Ypsilanti when it was first discussed regarding the removal of the dam. She said that there will be a shrinkage in the river and Ypsilanti city residents will have more property if they own property along the river and we wanted at that time discussed making sure the township residents who owned property along the river would be given the same opportunity. She said she would reach out to the City of Ypsilanti and set up a meeting to discuss this further.

**NEW BUSINESS**

- 1. REQUEST TO APPROVE THE AGREEMENT WITH THE PEACH TRUCK TO UTILIZE FORD HERITAGE PARK AND GREEN OAKS GOLF COURSE PARKING LOT SPACE FOR TEN WEEKS**

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A motion was made by Treasurer Eldridge and supported by Clerk Jarrell Roe to approve the agreement with the Peach Truck to utilize Ford Heritage Park and Green Oaks Golf Course parking lot space for ten weeks (see attached).

Robin Castle-Hine, Community Events Manager stated that Peach Truck contacted her about bringing in their peaches to sell in the Township. She said they will be at the location for 2 hours and they do sell out, so they suggest people order online. She said they sell 12lbs of peaches for \$45.00. She said they will be there from 4:30 to 6:30. She said you go online to their website Peachtree.com and order.

The motion carried unanimously.

**2. REQUEST TO APPROVE CHANGE ORDER #1 WITH AR BROUWER FOR THE FORD LAKE PARK SHELTER IMPROVEMENTS IN THE AMOUNT OF \$32,863.00 BUDGETED IN LINE ITEM #101-902-981-070**

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve Change Order #1 with AR Brouwer for the Ford Lake Park Shelter improvements in the amount of \$32,863.00 budgeted in line #102-902-981-070 (see attached).

John Hines, Municipal Services Director explained what this change entails.

Clerk Jarrell Roe stated that it is frustrating that we accept a bid for a certain amount and then other extras pop up and the cost changes and a \$32,863.00 change is major.

John Hines explained that unfortunately a lot of the structures are old and sometimes other problems show up when we begin doing the project.

Gloria Peterson, Township Trustee asked if the trees aren't cut down won't the roots continue to grow, and we will have this issue again.

John Hines stated that some of the trees have been removed and they will grind down the roots, so it won't be an issue in the near future.

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Debbie Swanson, Township Trustee agreed with Clerk Jarrell Roe that it is very concerning that we keep having large change orders. She said when this was first brought up, she asked about the grills and now they are being taken out. She asked what would be put in its' place.

John Hines stated that if the grills need to be removed, they will fill the area with concrete in place of the grills. He said it will be leveled and a granite countertop will be added so residents can use it as a counter that will have electric outlets so hot plates and crock pots can be used.

The motion carried unanimously.

**3. REQUEST TO APPROVE AN AGREEMENT WITH OHM ADVISORS TO PROVIDE ENGINEERING SERVICES FOR THE REDESIGN AND REBID FOR THE CIVIC CENTER POND IN THE AMOUNT OF \$9,900.00 BUDGETED IN LINE ITEM #101-902-981-030**

A motion was made Clerk Jarrell Roe and supported by Treasurer Eldridge to approve an agreement with OHM Advisors to provide engineering services for the redesign and rebid for the Civic Center Pond in the amount of \$9,900.00 budgeted in line item #101-902-981-030.

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to Table this request.

The motion carried unanimously.

**4. REQUEST TO APPROVE A LEAVE OF ABSENCE FOR CHRISTINA BENITEZ FOR A TIME LIMIT OF 60 DAYS**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to request a leave of absence for Christina Benitez for a time limit of 60 days.

Trustee Swanson asked to abstain from this vote.

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Attorney Winters stated he had no objections to Trustee Swanson abstaining.

The motion carried unanimously.

**5. REQUEST TO APPROVE CIRCUIT COURT LITIGATION TO ABATE A PUBLIC  
NUISANCE AT 2574 STATE ST. 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 2574 State St. budgeted in line item #101-729-801-023.

Fletcher Reyher, Planning/Development Coordinator explained the nuisance at 2574 State St.

Attorney Winters also stated that the structure built on this property did so without any footing put into the ground which would have secured the building. He said if there was a high wind it could take this building down.

Trustee Swanson stated she sees tanks on the property that possibly wouldn't be acceptable next to the building.

The motion carried unanimously.

**6. REQUEST TO APPROVE CIRCUIT COURT LITIGATION TO ABATE A PUBLIC  
NUISANCE AT 849 JEROME 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 849 Jerome Ave. budgeted in line item #101-729-801-023.

Belinda Kingsley, Community Compliance Director explained the public nuisance at this residence.

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Debbie Swanson, Trustee, asked if there are vermin because when things get cleaned up then the vermin move into other areas of the neighborhood and that we should be ready to help with that.

Belinda Kingsley stated they would do that, and they still have a contract with Orkin through the Water Resource Commission.

The motion carried unanimously.

**7. REQUEST TO APPROVE CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE AT 944 N. RIVER ST. 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 944 N. River St. budgeted in line item #101-729-801-023.

Belinda Kingsley, Community Compliance Director explained the public nuisance at this residence.

The motion carried unanimously.

**8. REQUEST TO APPROVE THE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION (WCRC) FOR THE INSTALLATION OF 4 (FOUR) SPEED HUMPS ON BRADLEY AVE. IN THE AMOUNT OF \$33,930.00 BUDGETED IN LINE ITEM #101-446-982-000**

A motion was made by Trustee Peterson and supported by Clerk Jarrell Roe to approve the agreement with the Washtenaw County Road Commission (WCRC) for the installation of 4 (four) speed humps on Bradley Ave. in the amount of \$33,930.00 budgeted in line item #101-446-982-000 (see attached).

Supervisor Stumbo stated she and Clerk Jarrell Roe had a zoom meeting with the Road Commission and they agreed to include renters that could sign petitions for speed humps. She said it is hard to find the owners when they are petitioning for speed humps and need 51% of the residents to agree to installing them.

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The motion carried unanimously.

**9. REQUEST TO APPROVE THE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION (WCRC) FOR THE INSTALLATION OF 9 (NINE) SPEED HUMPS ON GEORGE AVE. AND SMITH AVE. IN THE AMOUNT OF \$77,130.00 BUDGETED IN LINE ITEM #101-446-982-000**

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the agreement with the Washtenaw County Road Commission (WCRC) for the installation of 9 (nine) speed humps on George Ave. and Smith Ave. in the amount of \$77,130.00 budgeted in line item #101-446-982-000 (see attached).

The motion carried unanimously.

**10. REQUEST TO APPOINT JULIANN TRUDELL TO THE CIVIL SERVICE COMMISSION WITH AN EXPIRATION DATE OF DECEMBER 31, 2024**

A motion was made by Trustee Peterson and supported by Clerk Jarrell Roe to appoint Juliann Trudell to the Civil Service Commission with an expiration date of December 31, 2024.

The motion carried unanimously.

**11. RESOLUTION 2024-06, TEMPORARY ROAD CLOSURE REQUEST FOR THE OBERUN 5K**

Clerk Jarrell Roe read Resolution 2024-06.

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve Resolution 2024-06, temporary road closure request for the Oberun 5K (see attached).

The motion carried unanimously.

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**12. RESOLUTION 2024-07, TEMPORARY ROAD CLOSURE REQUEST FOR THE  
RUN, SCREAM, RUN 5K**

Clerk Jarrell Roe read Resolution 2024-07.

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve Resolution 2024-07, temporary road closure request for the Run, Scream, Run 5K (see attached).

The motion carried unanimously.

**13. BUDGET AMENDMENT #6**

Clerk Jarrell Roe read Budget Amendment #6.

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve Budget Amendment #6 (see attached).

The motion carried unanimously.

**AUTHORIZATIONS AND BIDS**

**1. REQUEST AUTHORIZATION TO SEEK BIDS FOR PATHWAY AND  
PLAYGROUND SURFACE REPAIRS AT BURNS PARK AND PATHWAY  
RENOVATION AND PLAYGROUND REPLACEMENT AT WEST WILLOW PARK**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to request authorization to seek bids for pathway and playground surface repairs at Burns Park and pathway renovation and playground replacement at West Willow Park.

John Hines, Municipal Services Director explained the process for deciding what the residents wanted for the park in their neighborhood and that it would be paid for by the ARPA funds.



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Residents spoke of their concerns regarding the park renovation at West Willow Park and asked about additional lighting, park benches, and separate play areas for younger and older youth.

John Hines stated that regarding adding new benches, upgrading lighting has been discussed and it is something we can look to do outside of this funding but not part of this project.

Janice Williams, West Willow resident asked for this project for West Willow Park to be paused because the residents feel what is being planned is not what the residents had envisioned. She suggested that they meet again and go over what they want in their park.

Joann McCollum, West Willow resident stated that when she goes to the park she sees the basketball court for older kids, playground for young children but nothing for the middle kids and when speaking to the middle kids they want something for their age group.

Trustee Hunter asked if the project could be split so they could address the concerns of the West Willow residents.

Supervisor Stumbo stated it was possible but the funds we are were using for the project were from ARPA and projects must be completed by this year.

John Hines stated we could wait to put out to bid but he would request that the motion be passed tonight so we can get that part done. He said they would have more community engagement so they could re-evaluate the needs for West Willow Park.

Trustee Hunter asked if Mr. Hines was suggesting that this would be passed tonight so that the resources would be available.

Mr. Hines stated that pending attorney review, they would look at different playground designs that would fit the need for all age groups and still keep the project closer to the original timeline.

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Supervisor Stumbo suggested that we proceed with the sealed bids for Burns Park.

John Hines stated that changing the baseball field into soccer fields would be an easy process.

Trustee Swanson questioned that since the parks were put together to save money and now if we continue with Burns Parks would it cost more.

John Hines stated the reason we would bid them together was for cost savings. He said companies may not give a discount if it was bid separately.

Treasurer Eldridge asked if we move forward with Burns Park and table West Willow tonight, give John 30 days to meet with West Willow, and then bring it back to our June meeting, could John send the two bids out together, and still get the cost savings. John Hines stated that would be possible.

Trustee Swanson questioned why they only picked one playground vendor because typically you get a better price if you check multiple vendors. Trustee Swanson explained her expertise in working on the Park Commission and purchasing playground equipment.

Trustee Peterson stated her concern with the playground equipment is that it appears to be designed for very young children. She stated she also was on the Park Commission and that we have beautiful equipment in our township parks. She suggested that West Willow residents present exactly what they want, and we will see if it fits in the budget.

Supervisor Stumbo stated that the bike and walk path needs to be fixed in both parks and wondered if that would be something that we could get started on.

John Hines stated he would set up a meeting this week or next with West Willow so he could bring it back at the May 21<sup>st</sup> meeting.

A motion was made by Treasurer Eldridge and seconded by Trustee Hunter to table until the May 21, 2024 meeting.

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The motion carried unanimously.

**2. REQUEST TO REJECT THE BIDS RECEIVED FOR THE CIVIC CENTER POND AND APPROVE OHM TO REBID WITH A REDUCTION OF SCOPE**

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to request to reject the bids received for the Civic Center Pond and approve OHM to rebid with a reduction of scope.

Clerk Jarrell Roe stated that she would not be in favor of rebidding this tonight.

Treasurer Eldridge stated that we had tabled this under new business, and we should take the rebid portion out of this request and just reject the bids.

A motion was made by Treasurer Eldridge and supported by Trustee Hunter to reject the bids received for the Civic Center Pond.

The motion carried unanimously.

There was discussion regarding the bidding process and how much higher the bids are coming in from what was expected.

**PUBLIC COMMENTS**

Two public comments were given.

**CLOSED SESSION**

- 1. REQUEST TO ENTER CLOSED SESSION IN ACCORDANCE WITH THE OPEN MEETINGS ACT, MCL 15.268 SUBSECTION (D) TO CONSIDER THE PURCHASE OR LEASE OF REAL PROPERTY UP TO THE TIME AN OPTION TO PURCHASE OR LEASE THAT REAL PROPERTY IS OBTAINED AND (H) TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE**

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A motion was made by Clerk Jarrel Roe and supported by Treasurer Eldridge to request to enter closed session in accordance with the open meetings act, MCL 15.268 subsection (D) to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained and (H) to consider material exempt from discussion or disclosure by State or Federal Statute.

Motion carried unanimously.

The board entered closed session at 8:15pm.

The board returned from closed session at 9:11pm.

**OTHER BUSINESS**

- 1. REQUEST AUTHORIZATION FOR SUPERVISOR STUMBO AND CLERK JARRELL ROE TO EXECUTE THE PURCHASE AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND UPH YPSILANTI PROPERTY LLC FOR A TOTAL OF 3.740 ACRES FOR THE TOTAL COST OF \$806,513.00 LOCATED AT 1410 S. HURON ST. PARCEL NUMBER K-11-38-280-018 FOR THE INTENTIONS OF OPENING A CULVER'S**

A motion was made by Clerk Jarrell Roe and seconded by Trustee Hunter to authorize Supervisor Stumbo and Clerk Jarrell Roe to execute the purchase agreement between Ypsilanti Township and UPH Ypsilanti Property LLC for a total of 3.740 acres for the total cost of \$806,513.00 located at 1410 S. Huron St. parcel number K-11-38-280-018 for the intentions of opening a Culver's.

Supervisor Stumbo stated the dollar from the sale of this land are committed to be reinvested in the Ecorse, Holmes Rd., and Michigan Ave areas for redevelopment.

Supervisor Stumbo thanked Attorney Winters, Fletcher Reyher, the Planning/Development Coordinator and the Assessing Department for their work on this project.

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Supervisor Stumbo stated that if this moves forward it would be second property sold on Huron St.

The motion passed unanimously.

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

Motion carried unanimously.

The meeting was adjourned at approximately 9:14pm.

Respectfully Submitted,



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



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



**The Peach Truck Summer Agreement**

This Agreement, which includes the Terms and Conditions attached as Exhibit A (this "Agreement"), is made as of 4/30/2024, by and between The Peach Truck, LLC, a Tennessee limited liability company, ("Seller"), located at 1109 Woodland St. P.O. Box 60425, Nashville, TN, 37206, phone (615)-913-4225, and, Ford Heritage Park located at 8399 Textile Rd, phone 7345444000 (the "Host").

**TOUR HOST:** Green Oaks Golf Course  
**DATE:** 6/5/2024, 6/26/2024, 7/17/2024, 8/7/2024, 8/28/2024  
**EVENT TIME:** 4:30pm - 6:30pm  
**LOCATION OF EVENT:** 1775 E Clark Rd, Ypsilanti, MI 48198

**Retail Space:** Host shall assign Seller adequate space, approx. 15 parking spots to sell Seller's products and merchandise. Seller, in its sole discretion, has final say on how the space is used and how Seller presents to the general public. Seller agrees, at its sole cost and expense, to keep its space clean and in a manner satisfactory with Host. Seller shall not transfer, assign, sublet, or share any space without written approval. Additionally, Seller shall have all property and trash removed in a reasonable time following the conclusion of the event.

**PARKING:** Parking is included and will be available on a first come first serve basis in Host's controlled lots.

**By signing this Agreement, I have read and agreed to the Terms and Conditions, a copy of which are attached to this Agreement as Exhibit A.**

**The Peach Truck, LLC**

[ X ]

Signature:

Signature:

*Jessica Miller*

*Heather Jarrell Roe*  
*Branda L. Stumbo*

Name: Jessica Miller

Name: Heather Jarrell Roe / Branda L. Stumbo

Date:

Date: *May 9, 2024*

Address: 1109 Woodland St. PO Box 60425  
Nashville, TN 37206

Address: *7200 S. Huron River Dr.*

**EXHIBIT A -- TERMS AND CONDITIONS**

1. **CANCELLATION POLICY:** Both parties reserves the right to terminate this Agreement outside of 30 days from event, for any reason, and in their sole discretion, without any penalty whatsoever.
2. **INDEMNIFICATION:** Host agrees to indemnify, defend, and hold harmless Seller and its respective managers, members, affiliates, officers, employees, agents, and representatives from and against any and all losses, lawsuits, judgments, causes of action, costs, damages, claims (actual or alleged) and expenses resulting from unsafe conditions or property defects arising out of or incidental to or in any way resulting from negligent acts or omissions of Host and its agents, representatives and employees, if any, in the performance of this Agreement and/or use of Tour Space. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the Charter Township of Ypsilanti.
3. **On-site Marketing Materials:** Ability to have signs/A-frames on property during day of event with materials to help facilitate the sale of the product. IE: URL, Time, Date, Prices, Products.
4. **Contractual Easement:** In case of change of ownership the agreement for times and dates stays valid.
5. **Site of Location Set-Up:** Site of Set-Up will be in a high traffic and visible location as well as mutually agreed upon between both parties.
6. **LIMITATION OF LIABILITY:** To the extent Host maintains any claim against Seller, Host shall look solely against Seller's profits from the Event for the recovery of any judgment against Seller and no other property or assets of Seller shall be subject to levy, execution or other enforcement procedure for the satisfaction of Host's remedies under or with respect to this Agreement. In no event shall Seller be liable to Host for any other person or entity for consequential, special, indirect, incidental, or punitive damages, costs, expenses, or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs). Notwithstanding the foregoing, nothing in this paragraph is intended to limit or restrict the indemnification rights or obligations in this Agreement.
7. **MEDIA RELEASE:** Host grants Seller the irrevocable and unlimited right and permission to use photographs and/or video recordings of EVENT, Host's intellectual property, and Host's property on each of Seller's social media and other Internet properties, publications, promotional flyers, marketing materials, derivative works, or for any other similar purpose without compensation or permission from Host.
8. **NO WAIVER:** No delay or failure of any party to exercise any right provided herein shall in any way affect its right to enforce that right or any other right under this Agreement at a later time. No waiver shall be effective unless in writing signed by the waiving party.
9. **SEVERABILITY:** If any provision of this Agreement is declared invalid by any lawful tribunal, then it shall be adjusted to conform to legal requirements of that tribunal and that modification shall automatically become a part of the Agreement. Or, if no adjustment can be made, the provision shall be deleted as though never included in the Agreement and its remaining provisions shall remain in full force and effect.
10. **NO PARTNERSHIP OR AGENCY:** Seller and Host are independent contractors, and neither party shall be, nor represent itself to be, the joint venture, franchiser, franchisee, partner, broker, employee, servant, agent or representative of the other party for any purpose. Neither party is, or shall be, responsible for the acts or omissions of the other and neither party shall bear authority to make any representation or incur any obligation on behalf of the other party unless expressly authorized herein. Each party also acknowledges that it has not relied on any promises, inducements, representations or other statements made by the other party regarding the commercial viability, profitability or success in the marketplace of any Projects or services, and that each party's decision to enter into this Agreement is made independently from the other party.
11. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of laws provisions.
12. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures in Nashville, Tennessee (or such other location agreed upon by the parties) or by private party before resorting to arbitration, litigation, or some other dispute resolution procedure unless both parties agree in writing to forego mediation. Any dispute or controversy arising under or in connection with this Agreement that cannot be settled through mediation shall be settled exclusively

by arbitration in accordance with the rules of the American Arbitration Association then in effect in Nashville, Tennessee (or such other location agreed upon by the parties).

13. **ENTIRE AGREEMENT:** The Agreement constitute the complete and exclusive statement of the agreement between the parties and supersede all prior oral and written agreements, communications, representations, statements, negotiations and undertakings relating to the subject matter.





**The Peach Truck Summer Agreement**

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**TOUR HOST:** Ford Heritage Park  
**DATE:** 5/28/2024, 6/18/2024, 7/9/2024, 7/30/2024, 8/20/2024  
**EVENT TIME:** 4:30pm-6:30pm  
**LOCATION OF EVENT:** 8399 Textile Rd, Ypsilanti, MI 48197

**Retail Space:**

Host shall assign Seller adequate space, approx. 15 parking spots to sell Seller's products and merchandise. Seller, in its sole discretion, has final say on how the space is used and how Seller presents to the general public. Seller agrees, at its sole cost and expense, to keep its space clean and in a manner satisfactory with Host. Seller shall not transfer, assign, sublet, or share any space without written approval. Additionally, Seller shall have all property and trash removed in a reasonable time following the conclusion of the event.

**PARKING:**

Parking is included and will be available on a first come first serve basis in Host's controlled lots.

**By signing this Agreement, I have read and agreed to the Terms and Conditions, a copy of which are attached to this Agreement as Exhibit A.**

**The Peach Truck, LLC**

[      x                      ]

Signature:

Signature:

Jessica Miller

Heather Jarrell Roe / Brenda L. Stumbo

Name: Jessica Miller

Name: Heather Jarrell Roe / Brenda L. Stumbo

Date:

Date: May 9, 2024

Address: 1109 Woodland St. PO Box 60425  
Nashville, TN 37206

Address: 7200 S. Huron River Dr.  
Ypsilanti, MI 48197

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6. **LIMITATION OF LIABILITY:** To the extent Host maintains any claim against Seller, Host shall look solely against Seller's profits from the Event for the recovery of any judgment against Seller and no other property or assets of Seller shall be subject to levy, execution or other enforcement procedure for the satisfaction of Host's remedies under or with respect to this Agreement. In no event shall Seller be liable to Host for any other person or entity for consequential, special, indirect, incidental, or punitive damages, costs, expenses, or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs). Notwithstanding the foregoing, nothing in this paragraph is intended to limit or restrict the indemnification rights or obligations in this Agreement.
7. **MEDIA RELEASE:** Host grants Seller the irrevocable and unlimited right and permission to use photographs and/or video recordings of EVENT, Host's intellectual property, and Host's property on each of Seller's social media and other Internet properties, publications, promotional flyers, marketing materials, derivative works, or for any other similar purpose without compensation or permission from Host.
8. **NO WAIVER:** No delay or failure of any party to exercise any right provided herein shall in any way affect its right to enforce that right or any other right under this Agreement at a later time. No waiver shall be effective unless in writing signed by the waiving party.
9. **SEVERABILITY:** If any provision of this Agreement is declared invalid by any lawful tribunal, then it shall be adjusted to conform to legal requirements of that tribunal and that modification shall automatically become a part of the Agreement. Or, if no adjustment can be made, the provision shall be deleted as though never included in the Agreement and its remaining provisions shall remain in full force and effect.
10. **NO PARTNERSHIP OR AGENCY:** Seller and Host are independent contractors, and neither party shall be, nor represent itself to be, the joint venture, franchiser, franchisee, partner, broker, employee, servant, agent or representative of the other party for any purpose. Neither party is, or shall be, responsible for the acts or omissions of the other and neither party shall bear authority to make any representation or incur any obligation on behalf of the other party unless expressly authorized herein. Each party also acknowledges that it has not relied on any promises, inducements, representations or other statements made by the other party regarding the commercial viability, profitability or success in the marketplace of any Projects or services, and that each party's decision to enter into this Agreement is made independently from the other party.
11. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of laws provisions.
12. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures in Nashville, Tennessee (or such other location agreed upon by the parties) or by private party before resorting to arbitration, litigation, or some other dispute resolution procedure unless both parties agree in writing to forego mediation. Any dispute or controversy arising under or in connection with this Agreement that cannot be settled through mediation shall be settled exclusively

by arbitration in accordance with the rules of the American Arbitration Association then in effect in Nashville, Tennessee (or such other location agreed upon by the parties).

13. ENTIRE AGREEMENT: The Agreement constitute the complete and exclusive statement of the agreement between the parties and supersede all prior oral and written agreements, communications, representations, statements, negotiations and undertakings relating to the subject matter.

**CHANGE ORDER**

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

AIA DOCUMENT G701

**PROJECT:**  
 Ypsilanti Charter Township  
 ARPA Parks Project - Shelters  
**TO CONTRACTOR:**  
 A.R. Brouwer Company  
 2830 Baker Road, Suite 100  
 Dexter, MI 48130

**CHANGE ORDER NUMBER:** 2  
**DATE:** 4/30/2024  
**ARCHITECT'S PROJECT NO.:** 134586SG2023  
**CONTRACT DATE:** 2/8/2024  
**CONTRACT FOR:** Renovations to Ford Park and West Willow park Pavilions

All Changes per Attached "ARPA Parks Projects Shelter Repairs - Additional Work" Dated 4/23/24 and Amended 4/30/24 by David Marr

Shelter #1-1 Net change \$15,774.00  
 Shelter #1-2 Net change \$1,980.00  
 Shelter #2 Net change \$15,109.00

\$32,863.00

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) ~~(Guaranteed maximum Price)~~ was \$379,788.00  
 Net change by previously authorized Change orders (\$2,251.00)  
 The (Contract Sum) ~~(Guaranteed maximum Price)~~ prior to this Change order was \$377,537.00  
 The original (General Allowance) in contract \$30,000.00  
 Net change in (General Allowance) by previously authorized Change orders  
 The (General Allowance) balance prior to this Change order was \$30,000.00  
 The (Contract Sum) ~~(Guaranteed maximum price)~~ will be (increased) ~~(decreased)~~ (unchanged) by this Change Order in the amount of \$32,863.00  
 The (General Allowance) balance including this Change order is \$0.00  
 The new (Contract Sum) ~~(Guaranteed maximum Price)~~ including this Change order will be \$410,400.00

The Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged) by 00 days

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT Spicer Group  
 230 S Washington Ave  
 Address  
 Saginaw, MI 48607

CONTRACTOR A.R. Brouwer  
 2830 Baker Road, Suite 100  
 Address  
 Dexter, MI 48130

*Brenda L. Stumbo*  
*Heather Jarrell Roz*  
 OWNER Ypsilanti Charter Township  
 7200 S. Huron River Dr.  
 Address  
 Ypsilanti, MI 48197

BY \_\_\_\_\_  
 DATE \_\_\_\_\_

BY \_\_\_\_\_  
 DATE \_\_\_\_\_

BY *Brenda L. Stumbo / Heather Jarrell Roz*  
 DATE *May 9, 2024*

4/23/2024

This document has been edited by David  
Marr, AIA, Project Manager for Spicer  
Group, for inclusion in Change Order No. 2  
dated 4/30/24 *David W. Marr*

John Hines  
Municipal Services Director  
Ypsilanti Township

Ypsilanti Township ARPA Parks Projects Shelter Repairs – Additional Work

John,

Here are the costs associated with the additional scopes of work at Ford Lake Park for Shelter #1, Shelter #2, and the Pavilion.

Shelter #1:

1. Asphalt Work:

- a. Remove and replace entire existing asphalt path (approximately 1,300 square feet). Includes cost to remove existing roots from under path.

Shelter #1-1 Add: \$15,774.00

- ~~b. Remove and replace problem areas of existing path (approximately 500 square feet). Includes cost to remove existing roots from under path.~~

~~Add: \$5,500.00~~

- ~~c. Regrade and place 3 inch asphalt path from Shelter #1 to existing path (approximately 210 square feet).~~

~~Add: \$1,256.00~~

2. Existing Retaining Wall Work:

- a. Remove and dispose of existing retaining wall made of railroad ties. Grade out area where existing retaining wall is removed. Existing culvert to remain abandoned.

Add: \$1,100.00

- b. Seed and install straw mat in area graded out.

Add: \$880.00

Shelter #1-2 \$1,980.00



~~c. Note: Additional investigative work via camera and locate device can be provided on the culvert. It is assumed that the culvert is abandoned due to a lack of water flow and because we cannot locate the inlet.~~

~~Add: \$1,188.00~~

Shelter #2:

1. Remove and dispose of existing hood, vents (3), grill tops (3), and concrete countertop.  
Add: \$7,722.00
2. Make roof deck repairs/roofing at vent locations.  
Add: \$589.00
3. Repair/install T1-11 board where hood is removed.  
Add: \$415.00
4. Infill grills (3) and match face on infill to that of the countertop. Any necessary masonry repairs and cleaning of existing brick/block is included.  
Add: \$3,158.00
5. Furnish and install granite countertop (246 inch by 30 inch) for outside use with edge profile.  
Add: \$3,225.00

**Shelter #2 Total for Additional Scope at Shelter #2: \$15,109.00**

Pavilion:

~~1. Remove and dispose of existing wood structure, concrete slab, and existing block down to existing footing.~~

~~Add: \$16,500.00~~

~~2. Add soil erosion (silt fence) protection during and after demolition.~~

~~a. Note: Additional soil erosion measures may need to be taken, unclear until demolition happens.~~

~~Add: \$205.00~~

~~Total for Existing Pavilion Removal: \$16,705.00~~

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

THIS AGREEMENT, made and entered into this 7 day of May, 2024 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install four (4) speed humps on Bradley Avenue between Grove Road and Lakeview Avenue (the "Project"); and

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

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

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$38,930.00.

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

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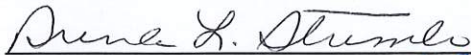
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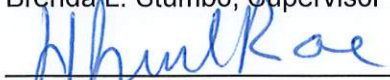
**AGREEMENT SUMMARY**

Estimated Cost

**Installation of four speed humps on Bradley Avenue** **\$38,930.00**

FOR YPSILANTI TOWNSHIP:

  
Brenda L. Stumbo, Supervisor 5-9-24

  
Heather Jarrell Roe, Clerk 5-9-24

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_  
Barbara R. Fuller, Chair

\_\_\_\_\_  
Matthew F. MacDonell, Managing Director

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

THIS AGREEMENT, made and entered into this 7 day of May, 2024 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install nine (9) speed humps on George Avenue and Smith Avenue (the "Project"); and

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

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

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

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$77,130.00.

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

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**AGREEMENT SUMMARY**

Estimated Cost

**Installation of nine speed humps on  
George Avenue and Smith Avenue**

**\$77,130.00**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo  
Brenda L. Stumbo, Supervisor 5-9-24  
Heather Jarrell/Roe  
Heather Jarrell/Roe, Clerk 5-9-24

FOR WASHTENAW COUNTY ROAD COMMISSION:

\_\_\_\_\_  
Barbara R. Fuller, Chair

\_\_\_\_\_  
Matthew F. MacDonell, Managing Director



# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2024-06

### RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

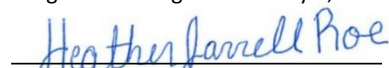
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard to enter Rolling Hills on Friday, July 19, 2024 from 6:30pm to 7:15pm for the Oberun 5K to benefit Huron Waterloo Pathways (Border to Border Trail).

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

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

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

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2024-06 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 7, 2024.

  
Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2024-07

### RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

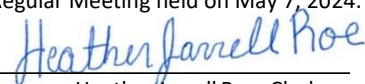
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 12, 2024 from 8:30am to 11:00am for the Run Scream Run 5K, 10K and Kid's Mile to benefit Washtenaw Promise.

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

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

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

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2024-07 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 7, 2024.



Heather Jarrell Roe, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
2024 BUDGET AMENDMENT # 6**

**May 7, 2024**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

<b>213 - BIKE, SIDEWALK, REC, ROADS FUND (BSRII)</b>	<b>Total Increase</b>	<b><u><u>\$34,091.00</u></u></b>
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Request to carryforward the remaining \$34,091 encumbered for the Huron Bridge Project with MDOT. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	213-000-699.999	\$34,091.00
			<u>\$34,091.00</u>
		<b>Net Revenues</b>	<b><u><u>\$34,091.00</u></u></b>
Expenditures:	Huron Bridge Pathway	213-901-986.010	\$34,091.00
			<u>\$34,091.00</u>
		<b>Net Expenditures</b>	<b><u><u>\$34,091.00</u></u></b>

<b>206 - FIRE FUND</b>	<b>Total Increase</b>	<b><u><u>\$0.00</u></u></b>
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Request to do a budget line transfer between cost center expenditures, from capital outlay to uniforms. There are funds budgeted in capital outlay fire stations that are available and are needed in the uniform line to purchase Class A dress jackets for all firefighters to represent the Township at special functions such as; funerals, township celebrations and other special events. This will not change the total budget in the fund.

Expenditures:	Capital outlay - Fire Stations	206-901-976.005	(\$20,000.00)
	Uniforms	206-336-741.001	<u>\$20,000.00</u>
			<u>\$0.00</u>
		<b>Net Expenditures</b>	<b><u><u>\$0.00</u></u></b>

<b>216 - FIRE PENSION &amp; OPEB MILLAGE FUND</b>	<b>Total Increase</b>	<b><u><u>\$72,000.00</u></u></b>
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Request to budget for fire pension contribution. There is an excess amount available in fund balance. These funds are for a specific millage that can only used for fire pension and other pension employee benefits (OPEB). This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	216-000-699.999	\$72,000.00
			<u>\$72,000.00</u>
		<b>Net Revenues</b>	<b><u><u>\$72,000.00</u></u></b>
Expenditures:	Retirement Fire Dept pension	216-336-876.004	\$72,000.00
			<u>\$72,000.00</u>
		<b>Net Expenditures</b>	<b><u><u>\$72,000.00</u></u></b>

Motion to Amend the 2024 Budget (#6)

Move to increase the Bike, Sidewalk, Rec, Roads Fund (BSRII) budget by \$34,091 to \$4,296,036 and approve the department line item changes as outlined.

Move to complete a line transfer in the Fire Fund budget for a net result of zero and approve the department line item changes as outlined.

Move to increase the Fire Pension & OPEB Millage Fund budget by \$72,000 to \$1,557,154 and approve the department line item changes as outlined.