

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2024 REGULAR BOARD MEETING**

Township Supervisor Brenda Stumbo called the meeting to order at 6:00 pm 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: Gloria Peterson and Debbie Swanson
Ryan Hunter and John Newman II

Members Absent: Clerk Heather Jarrell Roe

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

A. RESOLUTION 2024-15, 2025 FISCAL YEAR BUDGET

The public hearing was opened by Supervisor Stumbo at 6:01 pm.

One public comment was made.

Public hearing closed at 6:09 pm.

Trustee Swanson read Resolution 2024-15, 2024 Fiscal Year Budget.

Deputy Supervisor, Elizabeth Cuellar gave an overview of the changes from the August, 2024 draft to the final Resolution tonight.

A motion was made by Trustee Peterson, supported by Trustee Hunter to approve Resolution 2024-15, 2025 Fiscal Year Budget. (see attached)

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2024 REGULAR BOARD MEETING
PAGE 2**

CONSENT AGENDA

A. MINUTES OF THE OCTOBER 15, 2024 REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR NOVEMBER 5, 2024 IN THE AMOUNT OF \$1,864,801.24**
- 2. STATEMENTS AND CHECKS FOR NOVEMBER 19, 2024 IN THE AMOUNT OF \$1,642,307.26**
- 3. CLARITY HEALTHCARE DEDUCTIBLE ACH EFT FOR OCTOBER 2024 IN THE AMOUNT OF \$31,287.63**
- 4. CLARITY HEALTHCARE DEDUCTIBLE ADMIN FEE FOR OCTOBER 2024 IN THE AMOUNT OF \$1,650.09**

C. TREASURER'S REPORT

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the consent agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Doug Winters talked about the economic development in the township with Aldi's opening soon, Culvers' building next to them and a couple of hotels in the nearby area. He also mentioned the upcoming renovation for 14B Court. He addressed an incident that happened on October 8th regarding an individual who was carrying a weapon, pointed his weapon at the township employee and threatened to shoot him. Attorney Winters stated the employee was able to talk the individual down and the man left. He said the person was arrested later that morning. He said the individual who committed this crime had previously been incarcerated. Attorney Winters stated he made a commitment to the employee and all the other employees of the Township to follow this case through. He said he

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2024 REGULAR BOARD MEETING
PAGE 3**

questioned why the Prosecuting Attorney has not charged this individual with a felony firearm charge. Attorney Winters stated he will continue to work to get a felony firearm charge added.

OLD BUSINESS

1. 2nd READING OF RESOLUTION 2024-14 REGARDING PROPOSED ORDINANCE 2024-509, AN AMENDMENT TO CHAPTER 62, SECTION 106-229 OF THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, MUNICIPAL SEWER USE AND INDUSTRIAL WASTE PRETREATMENT ORDINANCE

A motion was made by Trustee Eldridge and supported by Trustee Swanson to approve the 2nd Reading of Resolution 2024-14 regarding proposed ordinance 2024-509, an amendment to Chapter 62, Section 106-229 of the Code of Ordinances, Charter Township of Ypsilanti, Municipal Sewer Use and Industrial Waste Pretreatment Ordinance.

**Newman...yes Peterson...yes Swanson....yes Stumbo...yes
Eldridge...yes Hunter...yes**

The motion carried unanimously.

NEW BUSINESS

1. REQUEST TO WAIVE FINANCIAL POLICY AND APPROVE UIS AS A SINGLE SOURCE TO PROVIDE SERVICES AS LISTED IN QUOTES #241870 FOR SPILLWAY GATE PROGRAMMABLE LOGIC CONTROLLER ISOLATION AT THE HYDRO STATION IN THE AMOUNT OF \$27,995.00, BUDGETED IN LINE ITEM #101-902-981.110

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve the request to waive financial policy and approve UIS as single source to provide services as listed in quotes renewal of the #241870 for spillway gate programmable logic controller isolation at the Hydro Station in the amount of \$27,995.00, budgeted in line item #101-902-981.110.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2024 REGULAR BOARD MEETING
PAGE 4**

The motion carried unanimously.

- 2. REQUEST TO APPROVE A PROFESSIONAL SERVICE CONTRACT WITH AYRES, OF EAU CLAIRE, WISCONSIN, FOR SERVICES OUTLINED IN THE AYRES PROPOSAL DATED AUGUST 20TH, 2024, TO COMPLETE THE PART 12 COMPREHENSIVE ASSESSMENT (CA) FOR THE HYDRO STATION IN THE AMOUNT OF \$340,002.00 BUDGETED IN LINE ITEM #101-902-981.110 AND \$49,598.00 BUDGETED IN LINE ITEM #252-535-801.000 FOR THE TOTAL OF \$389,600.00**

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve a professional service contract with Ayres, of Eau Claire, Wisconsin, for services outlined in the Ayres proposal dated August 20th, 2024, to complete the Part 12 Comprehensive Assessment (CA) for the Hydro Station in the amount of \$340,002.00 budgeted in line item #101-902-981.110 and \$49,598.00 budgeted in line item #252-535-801.000 for the total of \$389,600, contingent upon attorney review.

The motion carried unanimously.

- 3. RESOLUTION 2024-23, AUTHORIZING THE CHARTER TOWNSHIP OF YPSILANTI TO SELL TO PURCHASERS MAKINLEY ANGLE AND JOSHUA R. ANGLE TWO VACANT PARCELS LOCATED AT 1609 OUTER LANE DR AND 1619 OUTER LANE DR**

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve Resolution 2024-23 to authorize the Charter Township of Ypsilanti to sell to purchasers Makinlay Angle and Joshua R. Angle two vacant parcels located at 1609 Outer Lane Dr and 1619 Outer Lane Dr. (see attached)

The motion carried unanimously.

- 4. RESOLUTION 2024-24, AUTHORIZING THE CHARTER TOWNSHIP OF YPSILANTI TO SELL TO PURCHASERS THOMAS R HENSLEY AND NALINEE HENSLEY ONE VACANT PARCEL LOCATED AT 1751 SMITH ST**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2024 REGULAR BOARD MEETING
PAGE 5**

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve Resolution 2024-24 to authorize the Charter Township of Ypsilanti to sell to purchasers Thomas R. Hensley and Nalinee Hensley one vacant parcel located at 1751 Smith St. (see attached)

The motion carried unanimously.

5. RESOLUTION 2024-25, AUTHORIZING THE CHARTER TOWNSHIP OF YPSILANTI TO SELL TO PURCHASERS DIANE SZCZESNIAK AND NANCY RAE SOVEREIGN ONE VACANT PARCEL LOCATED AT 1293 HOLMES RD

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve Resolution 2024-25 to authorize the Charter Township of Ypsilanti to sell to purchasers Diane Szczesniak and Nancy Rae Sovereign one vacant parcel located at 1293 Holmes Rd. (see attached)

The motion carried unanimously.

6. REQUEST AUTHORIZATION TO INCREASE GOLFING RATES FOR THE 2025 GOLF SEASON AT GREEN OAKS GOLF COURSE

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the authorization to increase golfing rates for the 2025 golf season at Green Oaks Golf Course.

The motion carried unanimously.

7. RESOLUTION 2024-16, ESTABLISH TOWNSHIP SUPERVISOR'S SALARY

A motion was made by Trustee Peterson and supported by Trustee Swanson to approve Resolution 2024-16, Township Supervisor's salary for 2025. (see attached)

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2024 REGULAR BOARD MEETING
PAGE 6**

8. RESOLUTION 2024-17, ESTABLISH TOWNSHIP CLERK'S SALARY

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve Resolution 2024-17, Township Clerk's salary for 2025. (see attached)

The motion carried unanimously.

9. RESOLUTION 2024-18, ESTABLISH TOWNSHIP TREASURER'S SALARY

A motion was made by Trustee Peterson and supported by Trustee Hunter to approve Resolution 2024-18, Township Treasurer's salary for 2025. (see attached)

The motion was carried unanimously.

10. RESOLUTION 2024-19, ESTABLISH TOWNSHIP TRUSTEE'S SALARY

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve Resolution 2024-19, Township Trustee's salary for 2025. (see attached)

The motion carried unanimously.

11. RESOLUTION 2024-20, BOARDS OF COMMISSIONS

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve Resolution 2024-20, Boards of Commission. (see attached)

The motion carried unanimously.

**12. RESOLUTION 2024-21, WASHTENAW AREA MUTUAL AID COUNCIL
(WAMAC)**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve Resolution 2024-21, Washtenaw Area Mutual Aid Council (WAMAC). (see attached)

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2024 REGULAR BOARD MEETING
PAGE 7**

13. RESOLUTION 2024-22, SEAVER FARM DRAIN

A motion was made by Trustee Swanson and supported by Treasurer Eldridge to approve Resolution 2024-22, Seaver Farm Drain. (see attached)

The motion carried unanimously.

**14. REQUEST AUTHORIZATION TO EXTEND AND EXPAND LAITR
BEAUTIFICATION SERVICE IN THE AMOUNT OF \$12,600.00 MONTH,
BUDGETED IN LINE ITEM #266-301-830.004, CONTINGENT ON ATTORNEY
REVIEW**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson approve the authorization to extend and expand LAITR Beautification Service in the amount of \$12,600.00 a month budgeted in line item #266-301-8301.004, contingent on attorney review.

The motion carried unanimously.

**15. REQUEST TO AUTHORIZE CHANGE ORDER FOR WASHTENAW COUNTY
ROAD COMMISSION (WCRC) 2023 ROAD AGREEMENT IN THE AMOUNT
OF \$38,047.44, BUDGETED IN LINE ITEM #213-446-982.000**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the authorization Change Order for Washtenaw County Road Commission (WCRC) 2023 Road Agreement in the amount of \$38,047.44, budgeted in line item #213-446-982.000.

The motion carried unanimously.

**16. REQUEST TO ACCEPT THE RESIGNATION OF CALEB COPELAND FROM THE
PLANNING COMMISSION EFFECTIVE IMMEDIATELY**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2024 REGULAR BOARD MEETING
PAGE 8**

A motion was made by Trustee Peterson and supported by Trustee Swanson to accept the resignation of Caleb Copeland from the Planning Commission effective immediately.

The motion carried unanimously.

17. REQUEST TO APPROVE THE SDM (SPECIALLY DESIGNATED MERCHANT) LICENSE FOR THE FLORAL FUTURES, INC STORE, DOING BUSINESS AS NORTON'S FLOWERS & GIFTS

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve the SDM (Specially Designated Merchant) License for the Floral Futures, Inc. Store, doing business as Norton's Flowers & Gifts.

The motion carried unanimously.

18. REQUEST TO APPROVE THE CLASS C LICENSE FOR THE CHINA PALACE

A motion was made by Treasurer Eldridge and supported by Trustee Hunter to approve the Class C license for the China Palace.

The motion carried unanimously.

19. REQUEST AUTHORIZATION TO APPROVE ADDENDUM #4 TO BRAUN CONSTRUCTION FOR THE RENOVATION TO THE IT SERVER ROOM IN THE AMOUNT NOT TO EXCEED \$257,590.00 PENDING BUDGET AMENDMENT TO LINE ITEM #101-901-971.008

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve addendum #4 to Braun Construction for the renovation to the IT Server room in the amount not to exceed \$257,590.00 pending budget amendment to line item #101-901-971.008.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2024 REGULAR BOARD MEETING
PAGE 9**

20. REQUEST AUTHORIZATION TO ACCEPT THE BID FOR PPM TREE SERVICE AND ARBOR CARE FOR LIMB AND BRUSH REMOVAL SERVICE FOR YPSILANTI TOWNSHIP

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to accept the bid for PPM Tree Service and Arbor Care for limb and brush removal for Ypsilanti Township.

The motion carried unanimously.

21. REQUEST AUTHORIZATION TO ACCEPT THE BID FOR PPM TREE SERVICE AND ARBOR CARE FOR OUR BIENNIAL TREE TRIMMING AND REMOVAL SERVICE FOR YPSILANTI TOWNSHIP

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to accept the bid for PPM Tree Service and Arbor Care for our biennial tree trimming and removal services for Ypsilanti Township.

The motion carried unanimously.

22. REQUEST AUTHORIZATION TO ACCEPT THE BID FOR CONCRETE LEVELING INC., FOR OUR BIENNIAL SIDEWALK REPAIR PROGRAM FOR YPSILANTI TOWNSHIP WHICH IS BUDGETED IN LINE ITEM #213-446-982.006

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to accept the bid for Concrete Leveling Inc., for our biennial sidewalk repair program for Ypsilanti Township which is budgeted in line #213-446-982.006.

The motion carried unanimously.

23. REQUEST AUTHORIZATION TO ACCEPT THE BID FOR SALADINO CONSTRUCTION CO INC., FOR OUR BIENNIAL SIDEWALK REPLACEMENT PROGRAM FOR YPSILANTI TOWNSHIP

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2024 REGULAR BOARD MEETING
PAGE 10**

A motion was made by Trustee Peterson and supported by Trustee Newman to accept the bid for Saladino Construction Company Inc. for our biennial sidewalk replacement program for Ypsilanti Township.

After much discussion on price and what defined “a location”, a motion was made by Treasurer Eldridge and supported by Trustee Newman to table the item until the December 3rd meeting so Director John Hines could ask Saladino Construction some clarifying questions.

The motion carried unanimously.

24. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER FOR THE COMMUNITY CENTER BATHROOM AND SANITARY LINE IMPROVEMENTS IN THE AMOUNT OF \$36,152.10 AS PART OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

A motion was made by Treasurer Eldridge and supported by Trustee Hunter to approve Change Order for the Community Center bathroom and sanitary line improvements in the amount of \$36,152.10 as part of the American Rescue Plan Act (ARPA) Funds.

The motion carried unanimously.

25. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER 1 FOR \$40,204.14 FOR THE REPAIRS OF BURNS PARK WALKWAY AND PLAYGROUND REPAIRS AND WEST WILLOW PARK WALKWAY AND PLAYGROUND REPLACEMENT AS PART OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

A motion was made by Treasurer Eldridge and supported by Trustee Newman to approve Change Order 1 for \$40,204.14 for the repairs of Burns Park Walkway and Playground repairs and West Willow Park Walkway and Playground replacement as part of the American Rescue Plan Act (ARPA) Funds.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 19, 2024 REGULAR BOARD MEETING
PAGE 11**

26. BUDGET AMENDMENT #14

Trustee Swanson read Budget Amendment #14

A motion was made by Trustee Peterson and supported by Trustee Swanson to accept Budget Amendment #14. (see attached)

The motion carried unanimously.

PUBLIC COMMENTS

There was one public comment.

BOARD MEMBER UPDATES

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

The meeting was adjourned at approximately 8:07 PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

RESOLUTION NO. 2024-14

RESOLUTION TO ADOPT A REVISED SEWER USE ORDINANCE

WHEREAS, the Charter Township of Ypsilanti (“Township”) Municipal Sewer Use and Industrial Waste Pretreatment Ordinance (hereinafter “Sewer Use Ordinance”), Chapter 62, section 106 through section 229, was last revised in 2010; and

WHEREAS, the Sewer Use Ordinance implements the provisions of the Federal Water Pollution Control Act of 1972 and all federal regulations adopted thereunder, and the Michigan Natural Resources and Environmental Protection Act and all regulations adopted thereunder, and is a local environmental protection ordinance that is required by these federal and state statutes and regulations; and

WHEREAS, the Sewer Use Ordinance contains provisions relating to, among other things, sewer use and construction and the local limits on the concentration of certain pollutants in wastewater discharged to the Township’s sewage works and the Ypsilanti Community Utilities Authority (YCUA) wastewater treatment plant designed to protect the integrity and operation of that wastewater treatment plant, and empowers the Township, through YCUA, to enforce these clean water environmental provisions; and

WHEREAS, this local enforcement authority is required by both federal and state law and includes the authority to require businesses and industries that discharge certain pollutants to self-monitor themselves and to report to YCUA, and also permits YCUA to sample and test wastewater discharges, to make on-site inspections, and to take enforcement action against violators, as required by federal and state law; and

WHEREAS, the Sewer Use Ordinance and federal regulations require periodic review of the limits placed on the concentration of certain pollutants in wastewater discharged to YCUA; and

WHEREAS, substantial revisions to the Sewer Use Ordinance are necessary due to the establishment and implementation of local limits for certain Perfluoroalkyl and Polyfluoroalkyl substances (PFAs -PFOS, PFOA, PFBS, PFNA and PFHxs); and

WHEREAS, Ordinance 2024-14 (hereinafter referred to as the “Ordinance”) revises and expands the scope of the Sewer Use Ordinance to, among other things, include a new section (Sec. 62-181(8)) for mitigating Perfluoroalkyl and Polyfluoroalkyl substances (PFAs) and implementation of Best Management Practices (BMPs) for the control of PFAs, which are a group of pollutants of emerging concern for YCUA and the Michigan Department of Environment, Great Lakes and Energy; and

WHEREAS, the Ordinance includes Special Alternative Limits (SAL) for certain compatible pollutants that will allow YCUA to better accommodate industrial and commercial needs in the community by allocating available capacity of certain compatible pollutants directly to permitted discharges; and

WHEREAS, the Ordinance contains revisions to existing limits and language primarily to improve clarity and adopt compatible pollutant limits to allow better implementation of the Special Alternative Limits Program; and

WHEREAS, the Ordinance includes revisions to existing limits for certain toxic pollutants of concern, including inclusion of instantaneous limits for available Cyanide and Bis (2-ethylhexyl) phthalate, and reduction in existing maximum allowable limits for Arsenic, Nickel and Silver; and

WHEREAS, the Ordinance removes promulgation dates associated with applicable regulations and deletes “from time to time” in reference to any amendments thereof, as it is sufficient to state, for example, “40 CFR Part 136 as amended.” The Ordinance also streamlines certain definitions pertaining to the wastewater discharge permits for industries, and clarifies language regarding the Fats, Oils and Grease mitigation program policy; and

WHEREAS, the applicable state regulations require definitions of certain terms used in the Sewer Use Ordinance to meet current standards on emerging contaminants and sample testing, to properly identify possible sources of pollution, and to more accurately define pretreatment requirements and similar provisions, all of which are incorporated into the Ordinance; and

WHEREAS, the Ordinance improves and brings into regulatory compliance the self-monitoring and other reporting requirements for non-domestic users of the Township sewage works and YCUA system and wastewater treatment plant, and the procedures to be engaged in by these users in sampling, testing and reporting to YCUA; and

WHEREAS, the Ordinance contains a new section (Sec 62-181(9)) for implementation of a “local initiative limit,” which provides another “tool” that can be used by YCUA staff to regulate a previously unevaluated pollutant.

NOW, THEREFORE,

Be it resolved that Ordinance 2024-14, which is attached hereto and which modifies Sections 62-106 through 62-229 of the Code of Ordinances, is adopted in its entirety.

RESOLUTION NO. 2024-14

RESOLUTION TO ADOPT A REVISED SEWER USE ORDINANCE

WHEREAS, the Charter Township of Ypsilanti (“Township”) Municipal Sewer Use and Industrial Waste Pretreatment Ordinance (hereinafter “Sewer Use Ordinance”), Chapter 62, section 106 through section 229, was last revised in 2010; and

WHEREAS, the Sewer Use Ordinance implements the provisions of the Federal Water Pollution Control Act of 1972 and all federal regulations adopted thereunder, and the Michigan Natural Resources and Environmental Protection Act and all regulations adopted thereunder, and is a local environmental protection ordinance that is required by these federal and state statutes and regulations; and

WHEREAS, the Sewer Use Ordinance contains provisions relating to, among other things, sewer use and construction and the local limits on the concentration of certain pollutants in wastewater discharged to the Township’s sewage works and the Ypsilanti Community Utilities Authority (YCUA) wastewater treatment plant designed to protect the integrity and operation of that wastewater treatment plant, and empowers the Township, through YCUA, to enforce these clean water environmental provisions; and

WHEREAS, this local enforcement authority is required by both federal and state law and includes the authority to require businesses and industries that discharge certain pollutants to self-monitor themselves and to report to YCUA, and also permits YCUA to sample and test wastewater discharges, to make on-site inspections, and to take enforcement action against violators, as required by federal and state law; and

WHEREAS, the Sewer Use Ordinance and federal regulations require periodic review of the limits placed on the concentration of certain pollutants in wastewater discharged to YCUA; and

WHEREAS, substantial revisions to the Sewer Use Ordinance are necessary due to the establishment and implementation of local limits for certain Perfluoroalkyl and Polyfluoroalkyl substances (PFAs -PFOS, PFOA, PFBS, PFNA and PFHxs); and

WHEREAS, Ordinance 2024-14 (hereinafter referred to as the “Ordinance”) revises and expands the scope of the Sewer Use Ordinance to, among other things, include a new section (Sec. 62-181(8)) for mitigating Perfluoroalkyl and Polyfluoroalkyl substances (PFAs) and implementation of Best Management Practices (BMPs) for the control of PFAs, which are a group of pollutants of emerging concern for YCUA and the Michigan Department of Environment, Great Lakes and Energy; and

WHEREAS, the Ordinance includes Special Alternative Limits (SAL) for certain compatible pollutants that will allow YCUA to better accommodate industrial and commercial needs in the community by allocating available capacity of certain compatible pollutants directly to permitted discharges; and

WHEREAS, the Ordinance contains revisions to existing limits and language primarily to improve clarity and adopt compatible pollutant limits to allow better implementation of the Special Alternative Limits Program; and

WHEREAS, the Ordinance includes revisions to existing limits for certain toxic pollutants of concern, including inclusion of instantaneous limits for available Cyanide and Bis (2-ethylhexyl) phthalate, and reduction in existing maximum allowable limits for Arsenic, Nickel and Silver; and

WHEREAS, the Ordinance removes promulgation dates associated with applicable regulations and deletes “from time to time” in reference to any amendments thereof, as it is sufficient to state, for example, “40 CFR Part 136 as amended.” The Ordinance also streamlines certain definitions pertaining to the wastewater discharge permits for industries, and clarifies language regarding the Fats, Oils and Grease mitigation program policy; and

WHEREAS, the applicable state regulations require definitions of certain terms used in the Sewer Use Ordinance to meet current standards on emerging contaminants and sample testing, to properly identify possible sources of pollution, and to more accurately define pretreatment requirements and similar provisions, all of which are incorporated into the Ordinance; and

WHEREAS, the Ordinance improves and brings into regulatory compliance the self-monitoring and other reporting requirements for non-domestic users of the Township sewage works and YCUA system and wastewater treatment plant, and the procedures to be engaged in by these users in sampling, testing and reporting to YCUA; and

WHEREAS, the Ordinance contains a new section (Sec 62-181(9)) for implementation of a “local initiative limit,” which provides another “tool” that can be used by YCUA staff to regulate a previously unevaluated pollutant.

NOW, THEREFORE,

Be it resolved that Ordinance 2024-14, which is attached hereto and which modifies

Sections 62-106 through 62-229 of the Code of Ordinances, is adopted in its entirety.

I, Heather Jarrell Row, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution No. 2024-14 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at the Regular Meeting held on November 19, 2024



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

Resolution No. 2024-15

Charter Township of Ypsilanti 2025 Fiscal Year Budget

WHEREAS the Township Supervisor has prepared and submitted to the Township Board the proposed budgets for calendar year 2025; and

WHEREAS the Township Board has advertised the tentative millage rates in the Washtenaw Legal News and held the public hearing on November 19, 2024 on the budget and the tentative millage rates pursuant to Section 16 of the Uniform Budgeting Accounting Act (Truth in Budgeting); and

WHEREAS the Township Board has reviewed the proposed tax rates and budgeted; and

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees adopts the 2025 Fiscal Year Budget by cost center, as follows:

Expenditures:

General Fund - Fund 101

101	TOWNSHIP BOARD	141,256
171	TOWNSHIP SUPERVISOR	337,862
191	ACCOUNTING	502,990
215	TOWNSHIP CLERK	442,655
223	INDEPENDENT AUDITING	35,900
228	COMPUTER SUPPORT	863,977
247	BOARD OF REVIEW	3,230
253	TREASURER	486,140
257	ASSESSING DEPARTMENT	657,469
262	ELECTION DEPARTMENT	190,891
265	RESIDENT SVCS: BLDG OPERATIONS	792,309
266	LEGAL SERVICES	350,000
267	GENERAL SERVICES	157,700
270	HUMAN RESOURCES	467,613
271	COMMUNICATION & PUBLIC RELATIONS	142,981
272	OTHER FUNCTIONS	607,771
287	COURT DUE PROCESS	525,000
445	STORMWATER & DRAINS AT LARGE	583,225
446	HIGHWAYS AND STREETS	674,000
602	PUBLIC HEALTH	170,000
701	PLANNING COMMISSION	10,648
702	ZONING BOARD OF APPEALS	5,095
703	COMMUNITY DEVELOPMENT	307,399
729	COMMUNITY STABILIZATION	1,085,000
752	RESIDENT SVCS: ADMINISTRATION	74,134
770	RESIDENT SVCS: PARKS & GROUNDS	1,097,445
901	CAPITAL OUTLAY	5,573,149
902	CAPITAL OUTLAY - ARPA	3,338,578
999	OTHER FINANCING USES	1,288,012
Total General Fund Expenditure by Department:		\$ 20,912,429

Fire Department - Fund 206

269	Civil Service Commission	145,744
336	Fire	5,242,646
901	Capital Outlay	188,500
Total Fire Department Fund by Department		\$ 5,576,890

Total:

Parks - Fund 208	Total:	<u>\$</u>	<u>9,220</u>
Bike, Sidewalk, Rec, Roads, GF - Fund 213			
Bike Path, Sidewalk, Recreation, Roads, Operations - Fund 213			
446 Highways and Streets		\$	745,550
753 Bike, Sidewalk, Rec, Roads, GF			785,138
901 Capital Outlay			464,509
906 Debt Services			-
Total BSR II Fund by Department	Total:	<u>\$</u>	<u>1,995,197</u>
Fire Pension and OPEB - Fund 216	Total:	<u>\$</u>	<u>1,306,795</u>
Fire Special Millage Capital - Fund 217	Total:	<u>\$</u>	<u>85,000</u>
Environmental Services - Fund 226	Total:	<u>\$</u>	<u>3,957,053</u>
Recreation - Fund 230	Total:	<u>\$</u>	<u>976,434</u>
14B Court - Fund 236	Total:	<u>\$</u>	<u>1,865,411</u>
Building Department - Fund 249	Total:	<u>\$</u>	<u>949,947</u>
Local Development Finance Authority - Fund 250	Total:	<u>\$</u>	<u>78,485</u>
Hydro Station - Fund 252	Total:	<u>\$</u>	<u>814,263</u>
Law Enforcement - Fund 266			
301 Sheriff Services		\$	7,797,984
303 Community Engagement			340,213
304 Ordinance			912,358
Total Law Enforcement Fund by Department	Total:	<u>\$</u>	<u>9,050,555</u>
Opioid Settlement - Fund 284	Total:	<u>\$</u>	<u>24,000</u>
Nuisance Abatement - Fund 287	Total:	<u>\$</u>	<u>51,077</u>
Debt 2006 Bond - Fund 398	Total:	<u>\$</u>	<u>234,310</u>
Golf Course - Fund 584	Total:	<u>\$</u>	<u>991,954</u>
Compost - Fund 597	Total:	<u>\$</u>	<u>802,097</u>
Motor Pool - Fund 661	Total:	<u>\$</u>	<u>419,799</u>
	Grand Total:	<u>\$</u>	<u>50,100,916</u>
Revenues:			
Revenues		\$	20,032,999
Transfer-in			-
Appropriation of prior year fund balance			879,430
General Fund - 101	Total:	<u>\$</u>	<u>20,912,429</u>
Revenues		\$	5,576,890
Transfer-in			-
Appropriation of prior year fund balance			-
Fire Department Fund - 206	Total:	<u>\$</u>	<u>5,576,890</u>

	Revenues	\$	5,000	
	Transfer-in		-	
	Appropriation of prior year fund balance		4,220	
Parks Commission Fund - 208	Total:	\$	9,220	
	Revenues	\$	2,290,102	
	Transfer-in		-	
	Appropriation of prior year fund balance		-	
Bike Path, Sidewalk, Recreation, Roads, Operations - 213	Total:	\$	2,290,102	
	Revenues	\$	1,323,818	
	Transfer-in		-	
	Appropriation of prior year fund balance		-	
Fire Pension & OPEB Millage Fund - 216	Total:	\$	1,323,818	
	Revenues	\$	-	
	Transfer-in		-	
	Appropriation of prior year fund balance		85,000	
Fire Special Millage Capital Fund - 217	Total:	\$	85,000	
	Revenues	\$	4,258,671	
	Transfer-in		-	
	Appropriation of prior year fund balance		-	
Environmental Services Fund - 226	Total:	\$	4,258,671	
	Revenues	\$	490,700	
	Transfer-in		485,734	
	Appropriation of prior year fund balance		-	
Recreation Fund - 230	Total:	\$	976,434	
	Revenues	\$	816,224	
	Transfer-in		1,049,187	
	Appropriation of prior year fund balance		-	
14B Court - 236	Total:	\$	1,865,411	
	Revenues	\$	610,550	
	Transfer-in		-	
	Appropriation of prior year fund balance		340,431	
Building Department Fund - 249	Total:	\$	950,981	
	Revenues	\$	78,485	
	Transfer-in		-	
	Appropriation of prior year fund balance		-	
Local Development Finance Authority Fund - 250	Total:	\$	78,485	
	Revenues	\$	485,000	
	Transfer-in		83,000	
	Appropriation of prior year fund balance		246,263	
Hydro Station Fund - 252	Total:	\$	814,263	
	Revenues	\$	10,141,827	
	Transfer-in		-	
	Appropriation of prior year fund balance		-	
Law Enforcement Fund- 266	Total:	\$	10,141,827	

	Revenues	\$	2,000
	Transfer-in		-
	Appropriation of prior year fund balance		22,000
Opioid Settlement Fund - 284	Total:	\$	24,000
	Revenues	\$	30,800
	Transfer-in		-
	Appropriation of prior year fund balance		20,277
Nuisance Abatement Fund - 287	Total:	\$	51,077
	Revenues	\$	-
	Transfer-in		234,310
	Appropriation of prior year fund balance		-
Debt 2006 Bond Fund - 398	Total:	\$	234,310
	Revenues	\$	798,550
	Transfer-in		193,404
	Appropriation of prior year fund balance		-
Golf Course Fund - 584	Total:	\$	991,954
	Revenues	\$	596,200
	Transfer-in		-
	Appropriation of prior year fund balance		205,897
Compost Fund - 597	Total:	\$	802,097
	Revenues	\$	232,750
	Transfer-in		-
	Appropriation of prior year fund balance		187,049
Motorpool Fund - 661	Total:	\$	419,799
	Grand Total:	\$	51,806,768

Levied Property Tax Revenues and Rates:

<u>Operating</u>	<u>Rate</u>	<u>Revenue</u>
General	0.9726	\$ 1,737,018 *
Fire Department	3.0627	\$ 5,469,840 *
Solid Waste	2.3571	\$ 4,209,671 *
Law Enforcement	5.5169	\$ 9,852,927 *
Bike Path, Sidewalk, Recreation, Roads, Operations	0.9858	\$ 1,760,593 *
Operating Total:	12.8951	\$ 23,030,049
<u>Debt</u>		
Fire Pension	0.7320	\$ 1,307,318 *
Debt Total:	0.7320	\$ 1,307,318
Grand Total:	13.6271	\$ 24,337,366

*Amount calculated using 2024 taxable value minus Renaissance Zone totaling 1,802,161,046. This figure does not include any adjustments.

The Township will levy the 1% Tax Administration fee on property taxes collected by the Township Treasurer on behalf of other governmental units, as permitted by State law.

I, Heather Jarrell Roe, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution No. 2024-15 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at the Regular Meeting held on November 19, 2024

Heather Jarrell Roe

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE SUPERVISOR —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2024-16

ESTABLISH 2025 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, Salaried Employees, Deputies and Elected Officials have a 3% increase plus longevity budgeted in 2025,

NOW THEREFORE BE IT RESOLVED that the 2025 salary for the office of the Supervisor effective January 1st, shall receive an increase of 3% on their annual base salary, going from \$96,472 to 99,367, plus longevity in the amount of \$2,635; and recognizing the annual car allowance of \$6,000.00 per year (since 2018), bringing the total 2025 annual compensation of the Supervisor to \$108,001.

I, Heather Jarrell Roe, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution No. 2024-16 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at the Regular Meeting held on November 19, 2024

A handwritten signature in blue ink that reads "Heather Jarrell Roe".

Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE SUPERVISOR —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2024-17

ESTABLISH 2025 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, Salaried Employees, Deputies and Elected Officials have a 3% increase plus longevity budgeted in 2025,

NOW THEREFORE BE IT RESOLVED that the 2025 salary for the office of the Clerk effective January 1st, shall receive an increase of 3% on their annual salary going from \$96,472 to \$99,367.

I, Heather Jarrell Roe, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution No. 2024-17 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at the Regular Meeting held on November 19, 2024

A handwritten signature in blue ink that reads "Heather Jarrell Roe".

Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE SUPERVISOR —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2024-18

ESTABLISH 2025 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, Salaried Employees, Deputies and Elected Officials have a 3% increase plus longevity budgeted in 2025,

NOW THEREFORE BE IT RESOLVED that the 2025 salary for the office of the Treasurer effective January 1st, shall receive an increase of 3% on their annual base salary going from \$96,472 to \$99,367, plus longevity in the amount of \$2,236, bringing the total 2025 annual compensation of the Treasurer to \$101,602.

I, Heather Jarrell Roe, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution No. 2024-18 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at the Regular Meeting held on November 19, 2024

A handwritten signature in blue ink that reads "Heather Jarrell Roe".

Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

Township Supervisor
Brenda L. Stumbo
Township Clerk
Heather Jarrell Roe
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE SUPERVISOR —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2024-19

ESTABLISH 2025 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, Salaried Employees, Deputies and Elected Officials have a 3% increase plus longevity budgeted in 2025,

NOW THEREFORE BE IT RESOLVED that the 2025 salary for the office of the Township Trustees effective January 1st, shall receive an increase of 3% on their annual base salary going from \$17,179 to \$17,695.

I, Heather Jarrell Roe, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution No. 2024-19 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at the Regular Meeting held on November 19, 2024

A handwritten signature in blue ink that reads "Heather Jarrell Roe".

Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2024 Boards and Commissions
Appointments and Reappointments**

Resolution No. 2024-20

REAPPOINTMENTS

Board of Review

Craven, Brenda
Lathion, Marsha
Stevenson, Morley

Exp. Date

12/31/2026
12/31/2026
12/31/2026

Civil Service Commission

Trudell, Juliann
Williams III, Fred

Exp. Date

12/31/2030
12/31/2030

Election Board

Newman II, John P.
Swanson, Debbie

Exp. Date

11/20/2028
11/20/2028

Huron River Watershed Council

Bowman, David

Exp. Date

12/31/2026

Weed Commissioner

Kelch, Robert

Exp. Date

12/31/2026

Ypsilanti Community Utilities Authority

Ostrowski, David

Exp. Date

12/31/2027

Zoning Board of Appeals

El-Assadi, "Becky" Elizabeth
Kraycir, Marsha

Exp. Date

12/31/2027
12/31/2027

APPOINTMENTS

Election Board

Peterson, Gloria

Exp. Date

11/20/2028

I, Heather Jarrell Roe, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution No. 2024-20 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at the Regular Meeting held on November 19, 2024



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2024-21

Resolution to enter into an Interlocal Agreement founding the Washtenaw Area Mutual Aid Council, which will create a governmental entity pursuant to the Urban Cooperation Act of 1967, MCL 124.501.

Whereas, The Charter Township of Ypsilanti is routinely is faced with natural and human-caused catastrophes and it is important for the Charter Township of Ypsilanti to have ability for specialty response capabilities along with the ability to request mutual aid from surrounding communities;

Whereas, this Interlocal Agreement is for the governmental units which are parties hereto to join together to establish the Washtenaw Area Mutual Aid Council for the purposes set forth herein pursuant to and under the authority of the Urban Cooperation Act of 1967, Act 7 of the Public Acts of 1967, as amended; the Intergovernmental Contracts Between Municipal Corporations Act, Act 35 of the Public Acts of 1951, as amended, and the Joint Public Buildings Act, Act 150 of the Public Acts of 1923, as amended;

Whereas, the Charter Township of Ypsilanti Board of Trustees approved the Interlocal Agreement at the January 16, 2024 Board Meeting;

Whereas, the Governor's office has requested for each municipality to adopt the Interlocal Agreement by resolution;

THEREFORE BE IT RESOLVED, that the Board approves the Interlocal Agreement for the Washtenaw Area Mutual Aid Council for the purposes set forth herein pursuant to and under the authority of the Urban Cooperation Act of 1967, Act 7 of the Public Acts of 1967, as amended; the Intergovernmental Contracts Between Municipal Corporations Act, Act 35 of the Public Acts of 1951, as amended, and the Joint Public Buildings Act, Act 150 of the Public Acts of 1923, as amended;

RESOLVED, that the Township Supervisor and Clerk be authorized and directed to execute the Agreement after approval; and

RESOLVED, That the Fire Chief be authorized to take the necessary administrative actions to implement this resolution.

I, Heather Jarrell Roe, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution No. 2024-21 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at the Regular Meeting held on November 19, 2024



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2024-22

FOR PETITION TO LOCATE, ESTABLISH AND CONSTRUCT A DRAIN

SEAVER FARM DRAIN

WHEREAS, an Order Laying Out and Designating the Seaver Farm Drain Drainage District was entered on October 21, 2024; and

WHEREAS, the Township has determined that the location, establishment and construction of the proposed drain is necessary for the public health in the Township pursuant to Chapter 4 of Public Act 40 of 1956, as amended; and

WHEREAS, the Township will be liable for an assessment at large against it for a percentage of the cost of the proposed drain.

NOW, THEREFORE BE IT RESOLVED THAT, the Township Board does authorize the filing of a petition for the location, establishment and construction of the drain.

BE IT FURTHER RESOLVED THAT the Supervisor is authorized to execute the petition for the location, establishment and construction of the drain.

BE IT FURTHER RESOLVED that the Clerk shall forward to the Washtenaw County Water Resources Commissioner a copy of this Resolution for the petition for the location, establishment and construction of the drain.

I, Heather Jarrell Roe, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution No. 2024-16 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at the Regular Meeting held on November 19, 2024



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2024-23

**Authorizing the Charter Township of Ypsilanti
to Sell to Purchasers Makinley Angle and Joshua R.
Angle Two Vacant Parcels Located at 1609 Outer Lane
Drive and 1619 Outer Lane Drive**

WHEREAS, the Charter Township of Ypsilanti holds title to two vacant parcels located at 1609 Outer Lane Drive and 1619 Outer Lane Drive, title of which includes the legal descriptions of the two vacant parcels as follows:

Parcel 1:

K-11-14-402-013, 1609 Outer Lane Drive, Ypsilanti, MI 48198 with a legal description of YP#104-1004: Lots 1324 & 1325, Watsonia Park Subdivision; 0.221 acres.

Parcel 2:

K-11-14-402-014, 1619 Outer Lane Drive, Ypsilanti, MI 48198 with a legal description of YP#104-1003: Lot 1323, Watsonia Park Subdivision; 0.111 acres; and

WHEREAS, on **August 27, 2024** Makinley Angle and Joshua R. Angle requested of the Ypsilanti Township Assessing Department to purchase the two vacant lots as described above which they intend to combine with the vacant parcel which they own and is located at

1629 Outer Lane Drive which property is contiguous to the Township's two vacant parcels, all of which are located on Outer Lane Drive (a copy of said aerial depicting all three lots being attached hereto), and;

WHEREAS, at a regular Board meeting held on **September 17, 2024** the Ypsilanti Township Board of Trustees authorized the sale of the two vacant lots to Purchasers Makinley Angle and Joshua R. Angle which according to the "**Market Valuation Report**" prepared by Deputy Assessor Brian McCleery dated **September 25, 2024** are valued at **\$11,500**, and;

WHEREAS, on the **25th of October, 2024** Purchasers Makinley Angle and Joshua R. Angle signed the proposed "**Purchase Agreement**" (a copy of which is attached hereto and incorporated by reference) in which they will remit to the Township the sum of **\$11,500** in accordance with the Market Valuation Report dated **September 25, 2024**.

NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

1. That the Township Board accepts the Purchase Offer submitted hereto and authorizes the execution of the "**Purchase Agreement**" by Supervisor Brenda L. Stumbo and Clerk Heather Jarrell Roe.

2. That the Township authorizes Supervisor Stumbo and Clerk Roe to execute all documents required by Ciso Title to effectuate the

transfer of the two vacant parcels to Purchasers Makinley Angle and Joshua R. Angle once a closing date has been scheduled.

3. That a certified copy of this Resolution be forwarded to Cislo Title as set forth in Paragraph 23 of the Purchase Agreement.

I, Heather Jarrell Roe, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution No. 2024-23 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at the Regular Meeting held on November 19, 2024



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2024-24

Authorizing the Charter Township of Ypsilanti to Sell to Purchasers Thomas R. Hensley and Nalinee Hensley One Vacant Parcel Located at 1751 Smith Street

WHEREAS, the Charter Township of Ypsilanti holds title to a vacant parcel located at 1751 Smith Street, title of which includes the legal description of the vacant parcel as follows:

K-11-14-483-010, 1751 Smith St., Ypsilanti, MI 48198 with a legal description of YP#104-772 lot 1092 Watsonia Park Subdivision; 0.13 acres; and

WHEREAS, on **July 26, 2024** Thomas R. Hensley and Nalinee Hensley requested of the Ypsilanti Township Assessing Department to purchase the vacant lot as described above which they intend to combine with their residential property located at 1745 Smith Street which property is contiguous to the Township's vacant parcel (a copy of said aerial depicting both lots being attached hereto), and;

WHEREAS, at a regular Board meeting held on **August 20, 2024** the Ypsilanti Township Board of Trustees authorized the sale of the vacant lot to Purchasers Thomas R. Hensley and Nalinee Hensley which according to the "**Market Valuation Report**" prepared by Deputy Assessor Brian McCleery dated **August 26, 2024** was valued at **\$6,400**, and;

WHEREAS, on the **28th** of **October, 2024** Purchasers Thomas R. Hensley and Nalinee Hensley signed the proposed “**Purchase Agreement**” (a copy of which is attached hereto and incorporated by reference) in which they will remit to the Township the sum of **\$6,400** in accordance with the Market Valuation Report dated **August 26, 2024**.

NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

1. That the Township Board accepts the Purchase Offer submitted hereto and authorizes the execution of the “**Purchase Agreement**” by Supervisor Brenda L. Stumbo and Clerk Heather Jarrell Roe.
2. That the Township authorizes Supervisor Stumbo and Clerk Roe to execute all documents required by Ciso Title to effectuate the transfer of the vacant parcel to Purchasers Thomas R. Hensley and Nalinee Hensley once a closing date has been scheduled.
3. That a certified copy of this Resolution be forwarded to Ciso Title as set forth in Paragraph 23 of the Purchase Agreement.

I, Heather Jarrell Roe, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution No. 2024-24 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at the Regular Meeting held on November 19, 2024



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2024-25

Authorizing the Charter Township of Ypsilanti to Sell to Purchasers Dianne Szczesniak and Nancy Rae Sovereign One Vacant Parcel Located at 1293 Holmes Road

WHEREAS, the Charter Township of Ypsilanti holds title to a vacant parcel located at 1293 Holmes Road, title of which includes the legal description of the vacant parcel as follows:

K-11-03-175-022, 1293 Holmes Road, Ypsilanti, MI 48198 with a legal description of YP#3-2: com at E 1/4 cor of sec 3, th S 88-42-10 W 712 ft in E-W 1/4 line for pl of beg; th N 01-17-50 W 182.94 ft; th S 88-42-10 W 222 ft; th S 01-17-50 E 182.94 ft; th N 88-42-10 E 222 ft to pl of beg. Being part of NE ¼ sec 3, T3S-R7E, 0.93 AC. (survey 04/16/2003), .930 acres; and

WHEREAS, on **July 26, 2023** Dianne Szczesniak and Nancy Rae Sovereign requested of the Ypsilanti Township Assessing Department to purchase the vacant lot as described above which they intend to combine with their residential property located at 1275 Holmes Road which property is contiguous to the Township's vacant parcel (a copy of said aerial depicting both lots being attached hereto), and;

WHEREAS, at a regular Board meeting held on **July 16, 2024** the Ypsilanti Township Board of Trustees authorized the sale of the vacant lot

to Purchasers Dianne Szczesniak and Nancy Rae Sovereign which according to the “**Market Valuation Report**” prepared by Deputy Assessor Brian McCleery dated **July 18, 2024** was valued at **\$26,280**, and;

WHEREAS, on the **30th day of October, 2024** Purchasers Dianne Szczesniak and Nancy Rae Sovereign signed the proposed “**Purchase Agreement**” (a copy of which is attached hereto and incorporated by reference) in which they will remit to the Township the sum of **\$26,280** in accordance with the Market Valuation Report dated **July 18, 2024**.

NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

1. That the Township Board accepts the Purchase Offer submitted hereto and authorizes the execution of the “**Purchase Agreement**” by Supervisor Brenda L. Stumbo and Clerk Heather Jarrell Roe.
2. That the Township authorizes Supervisor Stumbo and Clerk Roe to execute all documents required by Ciso Title to effectuate the transfer of the vacant parcel to Purchasers Dianne Szczesniak and Nancy Rae Sovereign once a closing date has been scheduled.
3. That a certified copy of this Resolution be forwarded to Ciso Title as set forth in Paragraph 23 of the Purchase Agreement.

I, Heather Jarrell Roe, Clerk of Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, hereby certify the above resolution is a true and exact copy of Resolution No. 2024-25 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at the Regular Meeting held on November 19, 2024



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

 **AIA**® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twentieth day of November in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti Township, Michigan 48197
734-544-400

and the Contractor:
(Name, legal status, address and other information)

Braun Construction Group, Inc
39395 W. 12 Mile Road, Suite 100
Farmington Hills, Michigan 48331
248-848-0567

for the following Project:
(Name, location and detailed description)

Ypsilanti Township - IT Server Room Addition
7200 S. Huron River Drive
Ypsilanti Township, Michigan 48197

Add Alternate #4 of 14B Courthouse Project Bid

The Architect:
(Name, legal status, address and other information)

JFR Architects, PC
33668 Bartola Drive
Sterling Heights, Michigan 48312
586-436-0187

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: 08-29-2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred and Thirty-Four Thousand One Hundred and Seventy-Three Dollars and Zero Cents (\$ 234,173.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Winter Conditions Included as an Allowance = \$4,284.00	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

Unit Price #1 "Cut and Remove" Sub Soil, Per Spec Section 10 27 00 @ \$1.38 per cubic foot.		
Unit Price #2 "Fill and Compaction" with Class II Sand, Per Spec Section 10 27 00 @ \$1.93 per cubic foot.		
Unit Price #3 "Fill and Compaction" with 21AA Stone, Per Spec Section 10 27 00 @ \$33.00 per ton.		
Unit Price #4 "Fill and Compaction" with 1x3 Crush Limestone, Per Spec Section 10 27 00 @ \$33.00 per ton.		
Unit Price #5 "Geo-Grid" fabric, Per Spec Section 10 27 00 @ \$6.16 per square yard		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Contractor shall provide a "pencil" review copy of pay application 5 days before submission to the Architect for review and comment.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Seventy-Five (75) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10 %

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, Bonds and Insurance

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: *(Insert any other conditions for release of retainage upon Substantial Completion.)*

After Substantial Completion is issued, retainage may be reduced to five (5 %) as approved by Architects and Owner.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

0.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

- Litigation in a court of competent jurisdiction
- Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Stan Eldridge, Township Treasurer
 7200 S. Huron River Drive, Ypsilanti Township, Michigan 48197
 734-544-4000
 seldridge@ypsitownship.org

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Mike Zatroch, Vice-President of Operations
 39395 W. 12 Mile Road, Suite 100, Farmington Hills, Michigan 48331
 248-848-0567
 586-703-1031
 mzatroch@braunco.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required)

to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
117 Sheets - Job #22-105 Revised Bid set for Value Engineering Savings	Issued for Construction	9/27/2024
4 Sheets - Job #22-105 G0-02 G0-03 A3-02 A3-03	Issued for Building Permit	10/15/2024
116 Sheets - Job #22-105 Original Bid set of Drawings	Issued for	7/9/20

.6 Specifications

Section	Title	Date	Pages
1,379 Pages - Job #22-105	Project Manual and Spec	7/9/2024	1,379

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	7/18/2024	29 Pages w/ 8 Drawings
Addendum #2	7/23/2024	6 Pages
Addendum #3	8/1/2024	9 Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- Braun Construction Group - Bid Proposal (dated August 8, 2024), 125 Pages
- Braun Construction Group - Q and A Interview and Clarifications (dated August 13, 2024), 6 Pages
- Braun Construction Group - VE Proposals (dated August 14, 2024), 28 Pages
- Braun Construction Group - VE Matrix Estimates (dated August 27, 2024), 6 Pages
- Braun Construction Group - Clarifications and Exclusions - Basics of Contract (dated November 4, 2024), 4 Pages

This Agreement entered into as of the day and year first written above.

Debra A. Swanson 11/25/24

Brenda L. Stumbo 11/25/24



OWNER (Signature)

CONTRACTOR (Signature)

BY: Charter Township of Ypsilanti

BY: Braun Construction Group, Inc.

(Printed name and title)

(Printed name and title)

Brenda L. Stumbo, Supervisor
Debra A. Swanson, Clerk

Steven L. Braun President



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twentieth day of November in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti Township, Michigan 48197
734-544-4000

and the Contractor:
(Name, legal status, address and other information)

Braun Construction Group, Inc
39395 W. 12 Mile Road, Suite 100
Farmington Hills, Michigan 48331
248-848-0567

for the following Project:
(Name, location and detailed description)

14-B District Court Safety and Security Improvements
7200 S. Huron River Drive
Ypsilanti Township, Michigan 48197

The Architect:
(Name, legal status, address and other information)

JFR Architects, PC
33668 Bartola Drive
Sterling Heights, Michigan 48312
586-436-0187

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Four Million Two Hundred and Eight Thousand Four Hundred and Ninety-Seven Dollars and Zero Cents (\$ 4,208,497.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, Proposed to be issued as possible future change order based on Construction Budget.:

Item	Price
Pending High Density Storage	\$31,929.00
Pending Courtroom Benches	\$55,741.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
1.5% of the Project Construction Contingency Included as an Allowance = \$62,195.00	
Winter Conditions Included as an Allowance = \$27,502.00	
Temporary lobby wall at Civic Center Included as an Allowance = \$1,500.00	
3rd party construction testing Included as an Allowance = \$13,061.00	
Construction stacking and layout Included as an Allowance = \$7,000.00	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10 %

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, Bonds and Insurance

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

After Substantial Completion is issued, retainage may be reduced to five (5 %) as approved by Architects and Owner.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest

Mike Zatroch, Vice-President of Operations
39395 W. 12 Mile Road, Suite 100, Farmington Hills, Michigan 48331
248-848-0567
586-703-1031
mzatroch@braung.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
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- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)
- .5 Drawings

Number	Title	Date
117 Sheets - Job #22-105 Revised Bid set for Value Engineering Savings	Issued for Construction	9/27/2024
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116 Sheets - Job #22-105 Original Bid set of Drawings	Issued for	7/9/2024

Debra A. Swanson 11/25/24

Brenda L. Stumbo 11/25/2024



OWNER (Signature)

CONTRACTOR (Signature)

BY: Charter Township of Ypsilanti

BY: Braun Construction Group, Inc.

(Printed name and title)

(Printed name and title)

Brenda L. Stumbo, Supervisor
Debra A. Swanson, Clerk

Steven W. Braun, President

Motion to Amend the 2024 Budget (#14)

Move to increase the General Fund budget by \$258,778 to \$27,777,526 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI
2024 BUDGET AMENDMENT # 14**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR November 19, 2024

101 - GENERAL OPERATIONS FUND

Total Increase \$258,778.00

Request to increase the budget for PTO payout at 75%. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$1,188.00
			<u>\$1,188.00</u>
		Net Revenues	<u><u>\$1,188.00</u></u>
Expenditures:	Salary PTO Payout	101-270-708.004	\$1,103.00
	FICA	101-270-715.000	\$85.00
			<u>\$1,188.00</u>
		Net Expenditures	<u><u>\$1,188.00</u></u>

Request a line transfer between cost centers for the final invoice of SME to cover additional days of professional service spent on Gault Village abatement and demolition monitoring. This will be funded by a line transfer between General Fund Departments 272 "Other Functions" and 729 "Community Stabilization" for a net zero to the General Fund budget.

Expenditures:	Other Function - Professional Services	101-272-801.000	(\$6,400.00)
Expenditures:	Community Stabilization - Gault Village	101-729-806.091	\$6,400.00
			<u>\$6,400.00</u>
		Net Expenditures	<u><u>\$0.00</u></u>

Request to increase the budget for the IT Server Room renovation project by Braun Construction. The construction contract is \$234,173 plus a 10% contingency totaling \$257,590. This will be funding by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$257,590.00
			<u>\$257,590.00</u>
		Net Revenues	<u><u>\$257,590.00</u></u>
Expenditures:	Capital Improvement	10-901-971.008	\$257,590.00
			<u>\$257,590.00</u>
		Net Expenditures	<u><u>\$257,590.00</u></u>