

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 3, 2024 REGULAR BOARD MEETING**

Township Supervisor Brenda Stumbo called the meeting to order at 6:01 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, Clerk Debbie Swanson and Treasurer Stan Eldridge
Trustees: Karen Lovejoy Roe, Gloria Peterson, John Newman II and LaResha Thornton

Legal Counsel: Wm. Douglas Winters

CONSENT AGENDA

A. MINUTES OF THE NOVEMBER 19, 2024 REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR NOVEMBER 19, 2024 IN THE AMOUNT OF \$1,143,861.76

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

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Doug Winters reported on the assault incident involving a township employee on October 8th and expressed concerns about the prosecuting attorney's office not filing a felony firearm charge against the defendant. Attorney Winters also emphasized the importance of holding individuals accountable for using firearms in the commission of felonies and highlighted the exponential growth of firearm violence in Washtenaw County.

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OLD BUSINESS

**1. REQUEST AUTHORIZATION TO ACCEPT THE BID FOR SALADINO
CONSTRUCTION CO INC., FOR OUR BIENNIAL SIDEWALK REPLACEMENT
PROGRAM FOR YPSILANTI TOWNSHIP, TABLED AT NOVEMBER 19, 2024
BOARD MEETING**

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to remove from table.

The motion carried unanimously.

A motion was made by Trustee Lovejoy Roe and supported by Trustee Peterson to approve the bid for Saladino Construction Co Inc., for our biennial Sidewalk Replacement Program for Ypsilanti Township.

The motion carried unanimously.

NEW BUSINESS

**1. REQUEST AUTHORIZATION TO ACCEPT THE BID RECEIVED FOR THE 14-B
DISTRICT COURT RENOVATION PROJECT FROM CORRIGAN MOVING
SYSTEMS**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the bid for the 14-B District Court Renovation project from Corrigan Moving Systems, contingent upon attorney review.

The motion carried unanimously.

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**2. REQUEST APPROVAL OF RESOLUTION 2024-26, 2025 POVERTY EXEMPTION
GUIDELINES AND APPLICATION**

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Treasurer Eldridge to approve Resolution 2024-26, 2025 Poverty Exemption Guidelines and Application. (see attached)

The motion carried unanimously.

3. RESOLUTION 2024-27, BOARDS AND COMMISSIONS

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Trustee Peterson to approve Resolution 2024-27, Boards and Commissions. (see attached)

The motion carried unanimously.

**4. REQUEST AUTHORIZATION TO ACCEPT PROPOSAL FROM HOME OF NEW
VISION FOR AN OPIOID PREVENTION PILOT IN THE AMOUNT OF
\$24,000.00, BUDGETED IN 2025 LINE ITEM #284-631-962.000, CONTINGENT
ON ATTORNEY APPROVAL**

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to approve the proposal from Home of New Vision for an Opioid Prevention Pilot in the amount of \$24,000.00 budgeted in 2025 line item #284-631-962.000, contingent upon attorney approval.

The motion carried unanimously.

**5. REQUEST AUTHORIZATION TO APPROVE THE AGREEMENT FOR THE
ESTABLISHMENT OF A NEW BRANCH TO A COUNTY DRAIN FOR A RAIN
GARDEN AT CLUBVIEW PARK LOCATED AT 185 S. CLUBVIEW DR**

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A motion was made by Trustee Peterson and supported by Trustee Lovejoy Roe to approve the agreement for the establishment of a new branch to a county drain for a rain garden at Clubview Park located at 185 S. Clubview Dr.

The motion carried unanimously.

6. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER #1 WITH STANTEC CONSULTING FOR \$14,000.00 FOR ADDITIONAL PROFESSIONAL SERVICES RELATED TO THE YPSILANTI TOWNSHIP ARPA COMMUNITY CENTER BATHROOM IMPROVEMENT PROJECT

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to approve Change Order #1 with Stantec Consulting for \$14,000.00 for additional professional services related to the Ypsilanti Township ARPA Community Center Bathroom Improvement Project.

The motion carried unanimously.

7. REQUEST TO WAIVE THE BIDDING PORTION OF THE FINANCIAL POLICY AND APPROVE THE QUOTE FOR \$78,560.00 FROM BILL CARR SIGNS FOR THE PURCHASE AND INSTALLATION OF TWENTY-ONE (21) TOWNSHIP SIGNS

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to waive the bidding portion of the financial policy and approve the quote for \$78,560.00 from Bill Carr Signs for the purchase and installation of twenty-one (21) township signs.

The motion carried unanimously.

8. RESOLUTION NO. 2024-28, DESIGNATION OF DEPOSITORIES

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Treasurer Eldridge to approve Resolution 2024-28, Designation of Depositories. (see attached)

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The motion carried unanimously.

9. RESOLUTION 2024-29, ROBERT'S RULE OF ORDER

Clerk Swanson read the resolution into the record.

A motion was made by Trustee Lovejoy Roe and supported by Trustee Peterson to approve Resolution 2024-29, Robert's Rule of Order. (see attached)

The motion carried unanimously.

10. RESOLUTION NO. 2024-30, DESIGNATION OF NEWSPAPER OF CIRCULATION

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Trustee Lovejoy Roe to approve Resolution 2024-30, Designation of Newspaper of Circulation. (see attached)

The motion carried unanimously.

11. RESOLUTION NO. 2024-31, 2025 BOARD MEETING DATES

Clerk Swanson read the resolution into the record.

A motion was made by Trustee Peterson and supported by Trustee Lovejoy Roe to approve Resolution 2024-31, 2025 Board Meeting Dates. (see attached)

The motion carried unanimously.

12. BUDGET AMENDMENT #15

Trustee Swanson read Budget Amendment #15 into the record.

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A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to approved Budget Amendment #15. (see attached)

The motion carried unanimously.

OTHER BUSINESS

Trustee Lovejoy Roe proposed the township live-stream park commission, planning commission, and board meetings.

PUBLIC COMMENTS

There were 3 public comments.

BOARD MEMBER UPDATES

Both Supervisor Stumbo and Trustee Lovejoy Roe commented on the passing of Washtenaw County Treasurer Catherine McClary.

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

The motion carried unanimously.

The meeting was adjourned at approximately 8:12 PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti



4204 Holiday Drive Flint, MI 48507 | (800) 695-0540

September 14, 2024

April Salley
Court Recorder/Administrative Assistant CEO #9302
14-B District Court-Ypsilanti Township

To Whom is Concerns,

I am writing to submit a bid to provide moving services for the 14-B District Court Renovation Moving and Storage Services project. Corrigan Moving Systems is eager to collaborate with the 14-B District Court staff to ensure a smooth transition.

With 95 years of experience, Corrigan Moving Systems has a proven track record of delivering efficient and reliable moving services. Our team is equipped to handle projects of various sizes with precision and care.

We understand the unique challenges associated with educational facility relocations and are committed to working closely with 14-B District Court staff to meet their specific needs and timelines.

Thank you for considering our proposal. Please feel free to contact me at 810-625-4570 or crobison@corrigan.com for further discussion.

Sincerely,

Chase Robison

Chase Robison
District Sales Manager
Corrigan Moving Systems

ORIGIN: 7200 S Huron River Dr, Ypsilanti, MI 48197
DESTINATION: 7200 S Huron River Dr, Ypsilanti, MI 48197

BUILDING PROTECTION:

MOVE OUT: Before moving items out of the Origin space all areas deemed not being remodeled or otherwise deemed needing to be protected will be fitted with protective materials to ensure their current condition remains through the move-out.

MOVE BACK: Corrigan Representative will walk with a representative of 14-B District Court to record any pre-existing damage to the newly remodeled space. This of course should not take long being that the space will be newly remodeled, however, this step will ensure that any damage or defect that is unlikely to occur during the move back can be easily identified and taken care of. Floor, door and commonly used areas will be fitted with protective materials to ensure their current condition remains through the move back.

MATERIAL: \$15,830.00

40 Double Sided File Carts rental \$40/Month (\$5/day,\$15/week), for 9 months =\$14,400.00

Delivery and Pick-Up of carts will be done for a flat fee of \$240 each way = \$480.00

Miscellaneous materials to protect and identify items, e.g. stretch wrap, tape, labels =\$950.00

ON-SITE BOXED AND LOOSE FILE STORAGE: \$6,840.00

Onsite storage will be provided by 40' shipping containers, commonly called Conex containers or Sea containers. I have secured specific and favorable pricing for this project through our partner for the rental of these. I have set up mock scenarios of how the file carts full of loose files and files already in file boxes will be placed in these containers to maximize the space and keep the amount of containers to a minimum saving cost and space. We will also utilize products to reduce moisture in these containers that without addressing can have condensation issues. For this project, our partner has also confirmed that they would provide new containers that will help with their optics as well as sealing tight and operation of doors. These are also equipped with "EZ-Open" doors with longer single handles that will make accessing the files much easier.

My plan utilizes three 40' shipping containers for \$540.00/month for 9 months = \$4860.00

Drop off and pick up of containers would be \$990 each way = \$1980.00

OFF-SITE SECURE AND CONTROLLED TEMP. STORAGE: \$7,735.00

Furniture items will be moved to stored at our secure off-site warehouse for storage during the duration of the remodeling project. Our warehouse is secure, fire-suppressed, pest-controlled, and temperature-controlled to ensure furniture remains in good condition.

\$1.00 per sq.ft. for an estimated 455 sq.ft. = \$455/month for 9 months = \$4095.00

Warehouse labor in and out \$8/sq.ft. for an estimated 455 sq.ft. = \$3640.00

DIS/RE-ASSEMBLY OF FURNITURE AND FILE SHELVING: \$12,780.00

Shelving for files will need to be removed from walls and taken apart into movable pieces, some units based on their makeup will need to be completely taken down to be moved while some can be moved as one unit. There are also numerous desks with returns, hutches, bridges, and panels that will need to be taken apart to be moved. Corrigan will work with Township staff to find the correct placement for these items in the new spaces that very likely will have different dimensions. This can mean items will need to be thought about as to where their final placement will go if the dimensions of the room they are going to are different and to avoid, doorways, outlets, windows, etc.

4 Installers for 9 hours over two days for Dis-assembly = \$5400.00

5 Installers for 9 hours over two days for Re-assembly = \$7380.00

MOVE TO AND FROM - ON AND OFF-SITE STORAGE: \$9350.00

Move to storage, 3 Drivers, 5 Movers, and Supervisor for an estimated 9 hours = \$4678.00

Move from storage, 3 Driver, 5 Movers, and Supervisor for an estimated 9 hours = \$4678.00

Ypsilanti Township staff will do the following:

1. Ypsilanti Township staff will empty and pack the contents of your desks, lateral file cabinets, credenzas, bookcases, storage cabinets, and other cabinets.
2. Empty and pack the contents of all modular furniture.
3. File carts will be delivered to a centralized area within the building but Ypsilanti Township staff will be responsible for loading the file carts on their own and unloading the file carts onto shelving after the move back. Instruction will be given on how this needs to be done so that this is done efficiently and effectively. Blacked-out or clear stretch wrap will be provided for Ypsilanti Township staff to wrap the file carts. This also can be done by Corrigan if needed and as directed by Ypsilanti Township.
4. Unlock all furniture. File Cabinets can be locked but please be aware that push-button locks can not be kept out during moving usually so if there is not a key for those Ypsilanti staff will need to wrap pushed-out locks with electrical tape to keep them from being pushed in.
5. Ypsilanti Staff to move all computers, printers, and other electronics.
6. Instruct your employees to stay safe from the movers. Tell your employees not to touch, grab, push, pull, or catch the furniture during the move.
7. Move all small plants, personal items, and small fragile items such as pictures, paintings, diplomas, plaques, and artwork yourself.
8. Provide accurate drawings for the placement of office furniture.
9. Provide accurate installation drawings for our mobile storage unit installers.
10. AT LEAST ONE REPRESENTATIVE FROM YOUR COMPANY MUST BE PRESENT DURING THE ENTIRE MOVE PROCESS.

CORRIGAN MOVING WILL DO THE FOLLOWING:

1. Help color code and mark your floor plan with labels and meet with your employees before the move to teach them how to label.
2. Place all large paintings and pictures into our picture packs and speed packs for more efficient transport.
3. Secure any and all metal shelves for transport. Corrigan Moving will disassemble as needed to move safely and efficiently.
4. Wrap all fragile furniture with protective material prior to moving.
5. UNDER THE CLOSE SUPERVISION OF THE CLIENT shrink-wrap all carts before moving to the on-site storage location. *See note above under Ypsilanti Township Responsibilities.*
6. Prior to installing extensive building protection, do a walkthrough with representatives from CORRIGAN and your company to record any pre-existing damage in your new office space.
7. To minimize the risk of damage to your new office space, use **CORRIGAN'S GREEN** technology along with floor and wall covering to protect your new office space.
8. Move only identified or labeled office furniture to storage and back.
9. Sometimes there are just unknown things. A specific label color will be provided for items that need to be moved to storage and back but don't have an area picked out yet.
10. CORRIGAN will provide the use of speed packs at no extra charge. Any unreturned or unusable speed packs at the completion of the move are charged at \$20.00 per speed pack.
11. CORRIGAN WILL PROVIDE ONE WORKING SUPERVISOR. THIS PERSON WILL BE IDENTIFIED PRIOR TO THE START OF THE MOVE.

ASSUMPTIONS

There are some assumptions noted on every move. The following is what is assumed on your move:

1. BASED UPON NORMAL TRAFFIC FLOWS
2. BASED UPON THE CLIENT FOLLOWING OUR LABELING AND PACKING INSTRUCTIONS.
3. BASED ON NORMAL WEATHER CONDITIONS
4. BASED ON NORMAL TRAFFIC CONDITIONS

Breakdown of Estimated Charges:

Move to Storage:	3 Drivers, 5 Movers, and a supervisor for an est. 9 hours	4678.00
Move From Storage:	3 Drivers, 5 Movers, and a supervisor for an est. 9 hours	4678.00
Disassembly:	4 Installers for 9 hours over two days	5400.00
Reassembly:	5 Installers for 9 hours over two days	7380.00
Material:	40 Dbl. sided File Carts rental \$40/Month for 9 months	14400.00
	Drop off and pick up flat charge \$240/ea.	480.00
	Misc. e.g. stretch wrap, tape, labels	950.00
On-Site storage:	Three 40' conex containers \$540/month for 9 months	4860.00
	Drop off and Pick up \$990 each way	1980.00
Off-Site Storage:	\$1.00 / sq.ft. estimated 455 sq.ft. = \$455/mon. 9 mon.	4095.00
	Warehouse labor in & out \$8/sq.ft. estimated 455 sq.ft.	3640.00
		\$52,541.00

Is Replacement Cost Protection Needed? Yes _____, No _____

Sign: _____

Date: _____

This cost only includes standard valuation/insurance (\$0.60/lb.) coverage. If any additional valuation is needed, it is available at the rates listed below.

The Michigan Public Service Commission requires all moving companies registered with the State to provide minimum valuation coverage of \$0.60 per pound per article on all goods for all local moves. Corrigan Moving Systems provides this coverage included in our hourly rate for men and equipment. Additional coverage is available as follows:

Replacement Value

\$0.00 Deductible \$2.00/\$1000.00 Value of goods _____

****Please provide a value for your shipment****

If no value is indicated it will be assumed standard valuation (\$0.60/lb.)

Corrigan Moving Systems has made every effort to plan your Renovation Move and Storage down to the smallest detail. We calculate a realistic number of men and equipment to ensure that your move is completed in a timely manner.


I have included some pictures of the proposed on-site storage containers. As well as the difference between the EZ open doors and new containers VS older style containers. There are several different ways to set up the on-site storage containers, however this would be the only way I found that we can keep it to 3 containers. Using a 4th container would increase costs but also would allow for more space (the current planned setup allows for roughly 28” of space for someone to access, pictured below).

Corrigan Moving System has been awarded the Statewide moving contract for the State of Michigan starting December 1st of this year. The contract can be used through the MiDeal program however since the move is most likely to start before the contract I could not use the exact pricing the contract offers. However, I can assure you that based on prior experience of having that contract the pricing of this proposal will be very similar if not better than the State of Michigan contract and I have taken those variables into account while preparing this proposal.

Sincerely yours,

Chase A. Robison
District Sales Manager
Corrigan Moving Systems
Cell: 810-625-4570

I/We agree to the terms of this proposal and request the above services to be performed. I/We will pay for the charges of the move as stated in the above scope. I/We do understand that if the scope changes or delays are encountered, this will alter the quoted price and I/we will be expected to pay for the additional services; time, and material.

Customer signature	Name and Title (print)	DATE
	Chase Robison	09/15/20204
CMS Representative	Name and Title (print)	DATE





Acceptance of this Proposal (whether written or verbal) constitutes acceptance of the attached Service Agreement.

SERVICE AGREEMENT

This Service Agreement ("**Agreement**") is made on the date shown on the attached Transportation and Storage Proposal ("**Proposal**"), by and between Corrigan Moving Systems, ("**Corrigan**"), and "**Customer**". **Customer** and **Corrigan** intend that this **Agreement** shall govern any and all shipments accepted for delivery or storage by **Corrigan**.

Customer desires to utilize **Corrigan** to perform motor carrier services and warehousing ("**Transportation and Storage Services**") for the transportation and storage of any and all any finished or raw articles, materials, goods and/or commodities ("**Product**") owned by; sold to or under the control of **Customer**, which may be tendered to **Corrigan** for transport. **Corrigan** desires to perform **Transportation Services** contemplated by this **Agreement**, subject to the terms and conditions described below. In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Customer** and **Corrigan** agree as follows:

1. **Scope of Services.** **Corrigan** will perform the **Transportation and Storage Services** set forth in the attached **Proposal**. The **Proposal** describes the specific **Services** to be performed by **Corrigan** for **Customer**. Acceptance of the **Proposal** constitutes acceptance of this **Agreement**.

2. **Obligations and Covenants.**

A. At all times during the term of this **Agreement**, **Corrigan** represents and warrants it shall:

- (i) Provide sufficient personnel, equipment and materials to perform **Transportation and Storage Services**.
- (ii) Use reasonable care and diligence as a skilled and experienced motor carrier and warehouse to minimize loss, damage, delay and destruction of **Products** transported.
- (iii) Assume full responsibility for payment of all freight bills and other invoices for transportation, and other services, performed for its benefit by underlying drayage agents, contractors, and line-haul motor carriers.
- (iv) Provide the **Transportation Services** promptly, efficiently, and safely with reasonable dispatch and an appropriate degree of professional care, skill and diligence, so as to meet the agreed upon delivery schedules.

Corrigan may refuse to handle or transport any **Product** it reasonably determines is not safe for handling or transportation and shall inform **Customer** promptly of any such refusal and the reasons therefore.

B. At all times during the term of this **Agreement**, **Customer** shall:

- (i) Own or have obtained necessary legal right and license to acquire, own, market, sell and ship **product** subject to this **Agreement**.
- (ii) Pay to **Corrigan** for the **Transportation and Storage Services** performed under this **Agreement** in full compliance with paragraph 3, below and with the rates and charges set forth in the **Proposal**, attached.
- (iii) Inform **Corrigan** of any changes that would affect the amount of work to be performed, including but not limited to, changes in schedule or any change in address of the point of origin or the destination.
- (v) Identify all **Product** tendered to **Corrigan** for transportation or storage, especially with regard to HAZMAT.
- (vi) Accept financial responsibility for all delays in completion of the transportation caused by circumstances beyond **Corrigan's** control. Such circumstances include, but are not limited to, adverse weather conditions, highway obstructions, faulty or impassible highways or lack of capacity of a highway or bridge, riots, strikes, or military activities, malfunctioning of **Customer's** onsite equipment, impairment of access, unforeseen delays at the dock area, non-operation of elevators, presence of **Customer's** personnel, blocked entrances, additional items to be moved, changed plans of movement and inaccurate furniture placement graphs.

Notwithstanding any other provision of this **Agreement**, **Customer** agrees to indemnify **Corrigan** against any

property loss, damage or injury, death or other liability, including fines, attorney's fees and related expenses, resulting from **Customer's** non-compliance with the obligations set forth in paragraph 2(B).

3. CORRIGAN'S CHARGES. Corrigan's charges for labor, equipment, and materials in connection with the **Transportation and Storage Services** are set forth in the **Proposal**. Rates are based on factors set forth in the **Proposal**, which is included as part of this **Agreement**. Such rates, charges and rules, if any, shall apply to all **Product** shipped or received by **Customer** and/or third parties for **Customer's** account transported by **Corrigan**, either directly or indirectly, under this **Agreement**. Final charges will be based on actual time and materials. Labor rates are based on portal to portal time, except as noted in the **Proposal**. Failure to notify **Corrigan** of cancellation or changes at least twenty-four (24) hours in advance to any scheduled **Transportation and Storage Services** may result in additional charges.

The parties hereto intend that all shipments hereunder shall be on a "freight prepaid" basis. To the extent of any shipments accepted by **Corrigan** that are shipped by **Customer** on a "collect" basis, **Customer** guarantees to **Corrigan** full and complete payment of any such charges in the event that the consignee fails to pay same.

Customer is expected to make all payments no later than thirty (30) days from **Customer's** receipt of each invoice (freight bill). Late charges will begin thirty (30) days after the invoice (freight bill) is presented to the **Customer** and are three percent (3 %) per month on the unpaid balance until the final payment is made. **Corrigan** reserves the right to withhold services under this **Agreement** until all balances are paid. A 3% processing fee will apply if credit card, P-Card or a similar payment method is used in lieu of a company check, wire or ACH.

4. TRANSPORTATION AND STORAGE DOCUMENTATION. Each shipment hereunder shall be evidenced by a bill of lading, acknowledgment of receipt or similar document. Any of the terms, conditions and provisions of such documents shall be subject and are subordinate to the terms, conditions and provisions of this **Agreement**. It is expressly agreed that the signature by any employee, agent or contractor of **Corrigan** on such bill of lading, receipt or other form is merely to acknowledge receipt of **Product** and does not in any way bind **Customer** to the terms thereof. Neither employees or agents of Customer, nor employees, drivers, agents and/or contractors of Corrigan are authorized to vary the terms and conditions of this Agreement by signing and/or accepting such a bill of lading, receipt or other similar document.

5. CARRIER AND WAREHOUSE LIEN. **Corrigan** shall have lien rights on **Products** for any sums due and payable to **Corrigan** hereunder.

6. CORRIGAN'S LIABILITY FOR LOSS, DAMAGE OR DELAY TO PRODUCT.

A. Liability and Measure of Damages. **Corrigan** shall not be liable to **Customer**, except for loss or damage to **product** occurring while shipment is under the care, custody and control of **Corrigan**, including any agent or subcontractor of **Corrigan**. It is agreed that the liability of **Corrigan** is limited to sixty cents (\$0.60) per pound per article unless a higher released value is stated in the **Proposal** in which case the **Customer** agrees to pay **Corrigan** an additional valuation charge as stated in the **Proposal**.

Corrigan shall not be liable for loss that occurs (a) from an act, omission or order of the **Customer**; (b) from ordinary aging, wear & tear; (c) from a defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity; (d) from hostile or warlike action including terrorism and insurrection; (e) from strikes, lockouts, labor disturbances, riots, or civil disturbances; (f) from acts of God; (g) from breakage of articles of a brittle or fragile nature unless such articles are packed by **Corrigan** or such breakage results from the negligence of **Corrigan**; (h) from the failure of the mechanical functions of pianos, ranges, refrigerators radios, televisions, computers, and other mechanical or electronic equipment unless breakage results from the negligence of **Corrigan**.

B. Procedure for Disposition of Freight Claims. All claims for loss, damage or delay under paragraph 6.A., above, shall be filed by **Customer** with **Corrigan** within one (1) month from the date of delivery of a shipment, or in the case of non-delivery, within one (1) month from the date the shipment should have been delivered. All such claims shall be paid, declined or resolved within one hundred eighty (180) days of the file date. **Corrigan** shall provide **Customer** with written acknowledgment of the claim within thirty (30) days of the receipt of the claim.

C. Statute of Limitations. Any action at law for such loss, damage or delay shall be instituted against **Corrigan** only within two (2) years from the date of **Corrigan's** written notice to **Customer** of disallowance of such claim or any part thereof.

7. **WAREHOUSE RULES.** Access to goods stored in our warehouse is by appointment only. Reasonable notice is required for access to or for delivery of goods in storage. A labor charge will be made for handling of and access to goods in storage. A platform charge will be made when goods are released to an outside carrier. All charges due must be paid in full before **Corrigan** will release the **Customer's** goods.

It is agreed that the address of the depositor of goods for storage is as given on the **Proposal** and shall be relied upon by **Corrigan** as the address of the depositor until change of address is given in writing to **Corrigan** and acknowledged in writing by **Corrigan**. Notice of any change of address will not be valid or binding upon **Corrigan** if given or acknowledged in any other manner.

The **Customer** agrees that unless notice is given in writing to the company within ten days after the receipt of the inventory list accompanying any service, the inventory list shall be deemed to be a correct and complete description of all items transported and/or stored and the condition thereof.

8. **HOUSEHOLD GOODS MOVES.** On any household goods moves, these terms & conditions are superseded by the relevant contracts, regulations, tariffs, and transportation agreements that are applicable for that relocation.

9. **TERM OF AGREEMENT.** Subject to any right of termination provided herein, the term of this Agreement shall be for one (1) year (the "Initial Term"). Thereafter, this contract will be extended for successive one (1) year periods (the "Extended Term") unless either party gives written notice not to renew to the other party no later than ninety (90) days prior to the end of the then current term.

10. **TERMINATION.** Notwithstanding the provisions of Paragraph 7 above, this **Agreement** may be terminated by either party but no sooner than after the expiration of at least three (3) months of the first period of service specified in Paragraph 7 above, and thereafter only upon thirty (30) days written notice from the terminating party to the non-terminating party.

11. **SURVIVAL OF WARRANTIES.** No termination of this **Agreement** shall cancel or otherwise discharge any obligations and liabilities of **Customer** and **Corrigan** which exist as of the date of termination, and all warranties and representations of either party shall survive termination.

12. **NATURE OF SERVICES AND WAIVER.** This **Agreement** is a contract within the meaning of 49 U.S.C. §14101(b)(1). Except as otherwise provided herein, **Corrigan** and **Customer** expressly waive any and all rights and remedies each may have under Part B of the ICCTA 49 U.S.C. §13101-14914, including by reference and for emphasis, but without limitation, 49 U.S.C. §§ 13706, 13707, 13708, 13709, 13704, 14705 and 14706, respectively, thereof. However, nothing in this **Agreement** shall be construed as waiving any provision governing **Corrigan's** compliance with any and all statutory registration, insurance and/or safety related requirements relative to motor carriers, such as **Corrigan**.

13. **INDEPENDENT CONTRACTOR STATUS OF CORRIGAN.** At all times during the term of this **Agreement**, **Corrigan** shall be and is an independent contractor and the persons operating **Corrigan's** vehicles and equipment shall not be the employees of **Customer**.

14. **NON-SOLICITATION OF EMPLOYEES.** During the term of this **Agreement**, and for one (1) year thereafter, **Customer** agrees not to solicit or employ any employees of **Corrigan** without prior written consent.

15. **AGREEMENT NON-EXCLUSIVE.** It is understood and agreed between the parties hereto that this is a non-exclusive agreement and that **Corrigan** shall be free to accept freight for transportation from Customers other than **Customer** and that **Customer** shall be free to tender freight for transportation to carriers other than **Corrigan**.

16. **ENTIRE UNDERSTANDING.** This **Agreement** and attached documents, including the **Proposal**, is the instrument that contains the entire understanding and contractual agreement between the parties with respect to the transportation services described herein. It cannot be amended except in writing, signed and dated by both parties, as provided in Paragraph 17, below.

17. **CHANGES, MODIFICATIONS, AND ALTERATIONS.** The terms and conditions of this **Agreement** shall not be changed, modified, or altered by either party except by a written amendment which has been signed and dated by authorized representatives of both parties hereto. Verbal agreements and instructions which change, modify, or alter the terms or conditions contained within this written **Agreement** are not permitted and are not binding. Such changes are without force

until they have been incorporated within an effective written amendment to this **Agreement** or a new agreement which replaces it. Amendments must be signed by authorized representatives of both parties before they can become effective. All amendments will be sequentially numbered and will show the effective date on the bottom of the first page (and also an expiration date if it is different from the original expiration date of this **Agreement**).

18. **Addenda to the Scope of Work.** Customer understands and agrees that any time-sensitive changes or additions to the **Scope of Work** that have been agreed to in electronic format (email or text) between both parties shall be deemed as **Customer's** authorization for **Corrigan** to perform the services requested, at additional cost.

19. **INVALIDITY OF PROVISIONS.** Should any part of this **Agreement** for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not effect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this **Agreement** had been executed with the invalid portion hereof eliminated, it being the intention of the-parties that they would have executed the remaining portion of this **Agreement** without including any such part, parts or portions which may for any reason be hereafter declared invalid.

20. **FORCE MAJEURE.** Delays in the performance under this **Agreement** shall be excused, upon notice (when and where conditions allow) to the other party, when occasioned by war, civil commotion, acts of God, fire, authority of law, crop failure, strikes, the inherent nature of the goods, and other like occurrences, but only to the extent of the delay caused by such events of *force majeure* and only for so long as such *force majeure* continues; provided, however, that the party so excused from delay in performance shall have used its best efforts to avoid and/or remedy the effects of such *force majeure*. The volume to which **Customer** is committed as specified in this **Agreement** shall be reduced in proportion to any such delay caused by any such event of *force majeure*.

21. **ASSIGNMENT OF AGREEMENT.** The rights and obligations of this **Agreement** are personal to **Corrigan** and **Customer**. This **Agreement** shall not be assignable or otherwise transferable by either party, in whole or in part, without written consent of the other party.

22. **GOVERNING LAW.** This **Agreement** shall be governed by and construed in accordance with the laws of the United States or, alternatively, and depending on jurisdiction, the laws of the State of Michigan.

23. **ARBITRATION.** In order to resolve any dispute hereunder, the parties shall submit the matter to binding arbitration. Such arbitration shall be conducted: (a) in Farmington Hills, Michigan under the rules then in force of the American Arbitration Association ("AAA"), including one or more arbitrators as the parties may agree; or, alternatively, (b) the parties may proceed to arbitration in accordance with the rules and procedures promulgated by the Transportation Lawyers Association, a nonprofit organization. Any decision may include any remedy contemplated by this **Agreement** and any allocation of the administrative fees and expenses of such arbitration deemed just and equitable to the arbitrator.

24. **WAIVER AND DISCHARGE.** This **Agreement** may not be released, discharged, abandoned, changed, or modified in any manner except by an instrument in writing signed on behalf of each of the parties hereto by their duly authorized representatives. The failure of any party hereto to enforce at any time any of the provisions of this **Agreement** shall in no way be construed to be a waiver of any such provision, or in any way to affect the validity of this **Agreement** or any part thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this **Agreement** shall be held to be a waiver of any other or subsequent breach. In no event shall any part be liable for consequential, indirect special or incidental damages, whether based on contract, tort or any other legal theory.

25. **TITLES AND HEADINGS.** Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this **Agreement**.

26. **ATTACHMENTS.** The **Proposal**, as well as other attachments to this **Agreement** shall be construed with and as an integral part of this **Agreement** to the same extent as if it had been set forth verbatim herein.

27. **ENTIRE AGREEMENT.** This **Agreement** and the **Proposal** and documents signed by both parties and described in paragraph 24, above, represent the entire agreement of the parties.

28. **SEPARABILITY.** In the event that any phrase, clause, sentence, or other provision contained in this **Agreement** shall violate any applicable statute, ordinance, or rule of law, the same shall be ineffective to the extent of such violations without invalidating any other provision of

CHARTER TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

RESOLUTION NO. 2024-26

POVERTY EXEMPTION GUIDELINES & APPLICATION

WHEREAS, the homestead of persons who, in the judgment of the Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in part from taxation under Section 7u of the Michigan Property Tax Act, Public Act 206 of 1893; and

WHEREAS, pursuant to Section 211.7u, Ypsilanti Charter Township, Washtenaw County adopts the following guidelines and application for the Board of Review to implement. The guidelines shall include but not be limited to the total combined household income and asset levels of the claimant and all persons residing in the household;

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner and occupy as a homestead (primary residence -100% PRE) the property for which an exemption is requested, as of Tax Day, December 31 of the proceeding year.
- 2) File a completed Application for Poverty Exemption form 5737 with the Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including property tax credit returns, filed in the current or immediately preceding year or a Poverty Exemption Affidavit form 4988 for claimant and all persons residing in the household.
- 3) Meet the income threshold guidelines (maximum income) adopted by the Township Board for the total combined household income of all people living within the house, including all money and gifts contributed to support the members of the household by friends and family. The total combined household income threshold as adopted is that all household income cannot exceed 30% of the median income for Ann Arbor (Washtenaw County) as published by the United States Department of Housing and Urban Development (HUD) as of December 31 of the preceding year. These income thresholds will be used as long as they are higher than the Federal Poverty Guidelines as determined annually by the United States Office of Management and Budget.
- 4) Complete and submit a Poverty Exemption Asset Test form and meet the maximum asset eligibility test as follows: Assets other than the taxpayer's primary residence, standard mode of transportation and usual household goods valued at more than \$25,000 will be considered and added to the total combined household income to determine eligibility.
- 5) Due to the P.A. 253 of 2020 changes to MCL211.7u, the guidelines will provide for a partial exemption equal to 25% or 50% reduction in taxable value.

NOW THEREFORE, BE IT RESOLVED, that the Board of Review shall follow the above stated policy, guidelines and application in granting or denying exemptions.

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

Resolution No. 2024-27

REAPPOINTMENTS

Huron River Watershed Council

Swanson, Debbie (Alternate)

Exp. Date

12/31/2026

Liquor Committee

Eldridge, Stan

Swanson, Debbie

Newman II, John P.

Exp. Date

11/20/2028

11/20/2028

11/20/2028

Local Development Finance Authority (LDFA)

Eldridge, Stan (Board)

Stumbo, Brenda (Board)

Exp. Date

11/20/2028

11/20/2028

APPOINTMENTS

Local Development Finance Authority (LDFA)

Swanson, Debbie (Board)

Exp. Date

11/20/2028

Southeast Michigan Council of Governments (SEMCOG)

Hines, John

Stumbo, Brenda (Alternate)

Exp. Date

12/31/2028

11/20/2028

Washtenaw Area Transportation Committee (WATS)

Stumbo, Brenda

Exp. Date

11/20/2028

Washtenaw Urban Executive Committee/Home Consortium Board

Swanson, Debbie

Exp. Date

11/20/2028

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2024-28

**DESIGNATION OF DEPOSITORIES
FOR 2025**

NOW THEREFORE, BE IT RESOLVED that Bank of Ann Arbor-Ypsilanti Office, Comerica Bank, Charter One, Ann Arbor State Bank/Level One, Fifth Third Bank, Chase Bank, PNC Bank, United Bank & Trust, Fidelity Bank, Huntington National Bank, Key Bank, TRUE Community Credit Union, Vanguard Group, JP Morgan Chase, US Bank and their successors be designated depositories for all Charter Township of Ypsilanti funds and securities for the 2025 calendar year.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2024-29

ADOPTION OF ROBERT'S RULES OF ORDER

NOW THEREFORE, BE IT RESOLVED that Robert's Rules of Order shall be adopted by the Charter Township of Ypsilanti Board of Trustees for the 2025 calendar year.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2024-30

DESIGNATION OF NEWSPAPER OF CIRCULATION

NOW THEREFORE, BE IT RESOLVED that Washtenaw Legal and MLive/AnnArbor.com be designated as the newspapers of general circulation for the Charter Township of Ypsilanti advertisements and publications for the 2025 calendar year.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2023-28 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 19, 2023.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2024-31

**ADOPTION OF REGULAR BOARD MEETING DATES
FOR THE 2025 CALENDAR YEAR**

NOW THEREFORE, BE IT RESOLVED that the attached schedule of dates and times be adopted for the Charter Township of Ypsilanti for the 2025 calendar year.

**CHARTER TOWNSHIP OF YPSILANTI
BOARD OF TRUSTEES**

SCHEDULE OF MEETINGS FOR 2025

Regular Meeting
6:00 p.m
Civic Center Board Room

In 2025, the Township Board will meet on the 1st and 3rd Tuesday of each month in February, March, April, May, October, November and December and on the 3rd Tuesday of each month in January, June, July, August, September.

Tuesday January 21, 2025

Tuesday February 4, 2025
Tuesday February 18, 2025

Tuesday March 4, 2025
Tuesday March 18, 2025

Tuesday April 1, 2025
Tuesday April 15, 2025

Tuesday May 6, 2025
Tuesday May 20, 2025

Tuesday June 17, 2025

Tuesday July 15, 2025

Tuesday August 19, 2025

Tuesday September 16, 2025

Tuesday October 7, 2025
Tuesday October 21, 2025

Tuesday November 4, 2025
Tuesday November 18, 2025

Tuesday December 2, 2025
Tuesday December 16, 2025

All meetings are held at the Ypsilanti Township Civic Center Building, 7200 S. Huron River Drive, Ypsilanti Township

Special Meetings may be called with 24-hour notification.

Pre-approval of Statements and Checks is authorized when no Board Meeting is held, with formal approval at the next regularly scheduled meeting, contingent on Board Members review and no objection.

****Board members should plan to reserve the first Tuesday of June, July, August and September in case a Special Meeting needs to be scheduled.***

Motion to Amend the 2024 Budget (#15)

Move to increase the General Fund budget by \$48,396 to \$27,825,922 and approve the department line item changes as outlined.

Move to complete a line transfer in the Law Enforcement Fund by \$12,900 to \$9,649,016 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$6,594 to \$899,151 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI
2024 BUDGET AMENDMENT # 15**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

December 3, 2024

101 - GENERAL OPERATIONS FUND

Total Increase \$48,396.00

Request to increase several lines in the Assessing Department due to an employee switching from have outside insurance and receiving a pay out to have full family coverage and another employee going from single to 2 person coverage .This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$48,396.00
			<u>\$48,396.00</u>
		Net Revenues	<u>\$48,396.00</u>
Expenditures:	Health Insurance	101-257-719.000	\$39,396.00
	Health Care Deduction	101-257-719.020	\$9,000.00
			<u>\$48,396.00</u>
		Net Expenditures	<u>\$48,396.00</u>

266 - LAW ENFORCEMENT FUND

Total Increase \$12,900.00

Request to increase the budget for the insurance reimbursement and expenditure for the water damage done to the Law Enforcement Center on Huron Street. This will be funded by the receipt of the insurance reimbursement check.

Revenues:	Insurance Reimbursement	266-000-676.012	\$12,900.00
			<u>\$12,900.00</u>
		Net Revenues	<u>\$12,900.00</u>
Expenditures:	Bldg. Maintenance - Huron Street Station	266-301-931.015	\$12,900.00
			<u>\$12,900.00</u>
		Net Expenditures	<u>\$12,900.00</u>

597 - COMPOST FUND

Total Increase \$6,594.00

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	597-000-699.999	\$6,594.00
			<u>\$6,594.00</u>
		Net Revenues	<u>\$6,594.00</u>
Expenditures:	Salary PTO Payout	597-590-708.004	\$6,125.00
	FICA	597-590-715.000	\$469.00
			<u>\$6,594.00</u>
		Net Expenditures	<u>\$6,594.00</u>