CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor BRENDA L. STUMBO Clerk HEATHER JARRELL ROE Treasurer STAN ELDRIDGE Trustees RYAN HUNTER JOHN P. NEWMAN II GLORIA PETERSON DEBBIE SWANSON

March 5, 2024

Regular Meeting – 6:00 p.m.

Ypsilanti Township Civic Center 7200 S. Huron River Drive Ypsilanti, MI 48197



WHERE YOUR FUTURE GROWS

Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE•YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE TRUSTEES: RYAN HUNTER • JOHN P. NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON

> REGULAR MEETING AGENDA TUESDAY, MARCH 5, 2024 6:00 P.M.

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. PRESENTATION OF BEYER RELIEF AND YPSILANTI TOWNSHIP DRAIN #01
- 4. CONSENT AGENDA
 - A. MINUTES OF THE FEBRUARY 6, 2024 REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 - 1. STATEMENTS AND CHECKS FOR FEBRUARY 20, 2024 IN THE AMOUNT OF \$1,051,902.91
 - 2. CLARITY HEALTHCARE DEDUCTIBLE ACH EFT FOR DECEMBER 2023 IN THE AMOUNT OF \$33,149.66
 - 3. CLARITY HEALTHCARE DEDUCTIBLE ACH EFT FOR JANUARY 2024 IN THE AMOUNT OF 58,966.35
 - 4. CLARITY HEALTHCARE ADMIN FEE FOR DECEMBER 2023 IN THE AMOUNT OF \$2,112.57
 - 5. CLARITY HEALTHCARE ADMIN FEE FOR JANUARY 2024 IN THE AMOUNT OF \$1,905.51
 - STATEMENTS AND CHECKS FOR MARCH 5, 2024 IN THE AMOUNT OF \$729,876.73
- 5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

- 1. RESOLUTION 2024-03, REQUEST TO AUTHORIZE THE WASHTENAW COUNTY WATER RESOURCE COMMISSION'S PETITION FOR THE BAZLEY FOSTER DRAIN
- 2. REQUEST TO APPROVE THE AGREEMENT WITH EASTERN MICHIGAN UNIVERSITY FOR OPERATION OF A ROWING COURSE ON FORD LAKE
- 3. REQUEST TO APPROVE THE PROPOSAL FOR SERVICES FROM LIFE AFTER INCARCERATION: TRANSITION AND REENTRY IN THE MONTHLY AMOUNT OF \$9,000.00 BUDGETED IN LINE ITEM 266-301-830-004
- 4. REQUEST AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES AT 1145 W. MICHIGAN, 161 ECORSE RD., 9725 BEMIS RD. AND 9645 BEMIS RD. BUDGETED IN LINE ITEM #101-729-801-023

- 5. REQUEST TO APPROVE THE 2024 YPSILANTI TOWNSHIP AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR STREET SWEEPING IN THE AMOUNT OF \$17,113.74 BUDGETED IN LINE ITEM #213-446-982-006
- 6. REQUEST TO MOVE DAVID MARSHALL FROM ALTERNATE TO REGULAR MEMBER OF THE ZONING BOARD OF APPEALS TO FILL THE VACANCY WITH A TERM EXPIRING DECEMBER 31, 2024
- 7. REQUEST TO APPOINT DARRELL KIRBY TO THE PLANNING COMMISSION WITH A TERM EXPIRING DECEMB3ER 31, 2026
- 8. REQUEST TO TEMPORARILY APPOINT ELIZABETH CUELLAR TO THE CIVIL SERVICE COMMISSION WITH A TERM EXPIRING DECEMBER 31, 2024
- 9. BUDGET AMENDMENT #3

AUTHORIZATIONS AND BIDS

1. REQUEST TO AWARD THE LOW BID FOR PARK SIGN INSTALLATION TO BILL CARR SIGNS IN THE AMOUNT OF \$55,000.00 BUDGETED IN LINE ITEM #213-901-975-794

OTHER BUSINESS

PUBLIC COMMENTS

- THREE MINUTES PER PERSON
- ALL COMMENTS MUST BE ADDRESSED TO THE CHAIR
- PUBLIC COMMENTS ARE ALSO WELCOME AS THE BOARD ADDRESSES EACH AGENDA ITEM

BOARD MEMBER UPDATES

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



Trustees Ryan Hunter John Newman II Gloria Peterson Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: February 28, 2024

RE: Request for presentation of Beyer Relief and Ypsilanti Township Drain #01 by Water Resources Commissioner Evan Pratt

The Supervisor's Office is requesting to add a presentation from Water Resources Commissioner Evan Pratt on the petition and resolutions approved at the December 19, 2023 Board of Trustees meeting.

On behalf of our residents, we have asked our County Commissioners and County Administrator to help fund this study and they are considering it. Attached please find estimates from OHM regarding the engineer study of these two areas in our township. They have started cleaning out the existing storm drain in the road right of way to determine the condition of the storm water pipes.

As you know, Washtenaw County Road Commission does not perform preventative maintenance of their storm drains and it is why we petitioned to be under the jurisdiction of the Water Resource Commission who has the ability to finance drain projects. This will help determine the possible solutions to assist in preventing additional harm to homeowners and businesses that the climate change rain events have caused in the West Willow and Oaklawn Hawthorn area. One other area of concern is the West Side of the Township that borders on the City that did not flood this year but has in the past.

Partners include YCUA and the Drain Commissioners office and we look forward to solving issues that have not been issues in the past.

ARCHITECTS. ENGINEERS. PLANNERS.



November 13, 2023

Mr. Evan Pratt, P.E. Water Resources Commissioner Washtenaw County Water Resources Commissioner's Office 705 North Zeeb Road Ann Arbor, MI 48103

RE: Proposal for Professional Services Beyer Relief Stormwater Management Study

Dear Mr. Pratt:

Thank you for contacting us to provide professional services to the Washtenaw County Water Resources Commissioners Office (WCWRC) for the Beyer Relief stormwater management study. We have prepared this letter proposal based on the information provided and discussions with you and WCWRC staff. This proposal represents our understanding of the project, scope of services, schedule and compensation.

Statement of Understanding

In collaboration with the Ypsilanti Community Utilitiues Authority (YCUA) and the Washtenaw County Road Commission (WCRC), your office has identified that a stormwater management study is needed for the Beyer Relief stormwater network of Ypsilanti Township. On August 24, 2023, an intense deluge of rain fell over regions in Ypsilanti Township that qualified as a 500-year storm event. Over a four-hour period, the neighboring Willow Run Airport registered 5.37 inches of rainfall which resulted in infrastructure damage, expansive flooding, and basement backups. Residents in the West Willow neighborhood were particularly impacted with widespread reported flooding and damage. The Washtenaw County Water Resources Commissioners Office has requested that a study be performed on the Beyer Relief Drain (~1000 acres). A map that highlights the assumed drainage areas for this network is included as attachment A. Due to the age of the system and a number of changes that have happened throughout history to modify drainage patterns, a stormwater conveyance model will be necessary to identify the root causes of the flooding issues and identify potential solutions. The study will aim to develop a set of stormwater management alternatives that can be incorporated into upcoming CIP planning efforts to improve the level of service for the impacted community.

Portions of the Beyer Relief Drain are expected to have missing data. As a result, a field evaluation will be necessary to collect asset data to fill in the network data gaps. Coordination with WCRC and vested team members will be necessary throughout this project to identify sustainable solutions that will benefit the community as well as the asset owners.

With the projected recurrence of catastrophic storm events on the rise as a result of climate change, planning needs to take place now that will address current problems while simultaneously planning for the future needs. The West Willow neighborhood and neighboring community is still in the process of recovering from this catastrophic event from August 2023 and the scars left from the damage are fresh. The community is disadvantaged and has been very vocal about the challenges they have faced during recovery. The community is still seeking answers surrounding what happened and they want solutions going forward. Proposed solutions will need to consider that catastrophic events may begin to occur on a more regular basis into the future. Engagement with the public will be an important and challenging aspect of this project but is absolutely critical to the long-term success of potential solutions. The public will need to be made aware of ongoing efforts and be informed on root causes and proposed solutions if the project is to be successful.





To address this challenge, OHM is proposing that a stormwater management study be performed that gathers the data needed to develop a hydraulic and hydrologic (H&H) model of the target stormwater network. The model will be used to identify the root causes of flooding and seek stormwater management solutions that may reduce the future flood risk for the Beyer Relief network. A range of potential solutions along with their associated costs will be developed and presented to WCWRC so that stormwater capital improvement projects can be built into future planning efforts to address concerns.

Typically, stormwater systems have a level of service criteria close the 10-year storm event. Given that the August 2023 event registered closer to a 500-year event, it will be important to have an open dialogue with the community and appropriately set expectations. There will always be a bigger storm event and designing for a 500-year may not be cost feasible. The community will likely demand that stormwater be managed so that this never happens again, but CIP costs and available land space will limit the achievable level of service criteria. OHM will help facilitate open dialogues with the community to find a balance between affordability and risk that are acceptable to the public.

Task 1 - PROJECT MANAGEMENT AND FACILITATION

The OHM Advisors project management will be responsible for coordination of scope of service activities internally and with stakeholders throughout the progress of the project. The OHM project team will work to regularly communicate throughout the duration of the project and deliver the items listed in this proposal. Specific work efforts include the following:

- 1. Manage scope schedule and budget.
- 2. Coordinate project communication and meetings.
- 3. Submit and coordinate project invoicing.
- 4. Prepare for and attend bi-weekly update meetings with client to update on project progress for both the West Willow stormwater study as well as the Beyer Relief drain stormwater study (Assumes 26 total meetings with the cost split between both projects).

Deliverables

- Kickoff meeting agenda and minutes
- Information requests
- Meeting announcements (agendas) and invitations
- Project presentation materials
- Invoices

Task 2 - PUBLIC ENGAGEMENT AND COMMUNICATION

Meaningful engagement from important stakeholders is critical to the success of any project, and this aspect is amplified with the emotionally charged complex context of the flooding issues experienced in the West Willow neighborhood and neighboring communities. Coordination will be a complex undertaking as the process requires engaging with a diverse set of stakeholders, each holding different perspectives and priorities. Addressing these complexities will require initiating the process of stakeholder engagement early, to foster a community understanding of the approach, building support of collectively defined metrics, and developing trust in the flooding study team. The goal of this task is to develop and implement an effective outreach strategy to engage stakeholders and bolster the confidence of the flooding analysis and conceptual solutions needed for it to be successful. To complete this task, OHM will be subcontracting work for this task out to Nonprofit Network, a firm that is well versed and experienced in communicating and soliciting feedback from sensitive issues such as this. Specific work efforts are as follows:



- 1. Coordinate and manage four community meetings to interact with the public and complete task objectives.
- 2. Listen to the concerns of community members and gather relevant information for the study.
- 3. Set clear expectations with the public on what the study will be aiming to accomplish.
- 4. Report back to the community on project progress and results.

Deliverables

- Four in person community public engagement meetings
- Meeting slides and materials developed for communication

Task 3 – BACKGROUND INVESTIGATION

WCWRC manages its stormwater assets in an asset management database that will be crucial for model development. This database along with other available data sets (e.g. as-builts, GIS data, climate data, DEMs) will need to be reviewed for the Beyer Relief Drain network to identify data gaps. Asset data relating to pipe slopes, inverts, ground surface elevations, sizes, and connectivity will be critical to develop a reliable H&H model of these systems. Rainfall data will be compiled from the Willow Run Airport and processed for incorporation into the models. Relevant data will be compiled in an online GIS geodatabase that will serve both as a future resource and a tool to expedite model development and data analytics. Critical missing data will be flagged in the database for collection in future field efforts. Specific work efforts are as follows:

- 1. Reviewing available as-built files, existing GIS data, and asset inventory data to evaluate data availability as it pertains to model development.
- 2. Compile historic rainfall data from the Willow Run Airport and process for model incorporation.
- 3. Develop an online geodatabase to house critical model data and flag missing data for future collection.
- 4. Complete a data gap analysis that summarizes the missing data and identifies the critical information that will necessitate further field collection.

Deliverables

- Data compilation geodatabase
- Data gap analysis technical memorandum

Task 4 – FIELD DATA COLLECTION AND COMPILATION

Alternatives are reliant on reliable H&H models that depend on accurate data sets which makes data collection a critical phase of the project. Developing the geodatabase and the data gap analysis is the first step of identifying what is needed for the model and subsequent alternatives. A crew will utilize the developed geodatabase to collect the flagged missing data for incorporation into the H&H model. It is anticipated that one week of field survey time will be necessary to complete this task, but this time could vary depending on the quantity of missing data. Additional field data collection services will be priced separately as an as-needed service and the quantity of field data to be collected will be agreed upon between OHM and WCWRC before collection begins.

In order to quantify the model's predictive accuracy, a flow meter will need to be installed to provide calibration and validation data. A targeted location will be selected that drains a large percentage of the collection system. A desktop survey will be performed, and a set of possible locations will be identified and provided to WCWRC for review. An ideal site will be selected and flow meters will be installed for a period of six months (anticipated April-September). Data will be downloaded monthly and processed for inclusion in the modeling analysis.

Another critical component of this model will be the boundary elevations. The stormwater system discharges via gravity to the Willow Run drain. The Willow Run drain has a dam immediately downstream of the Beyer Relief discharge point that will likely be the most critical conveyance component of this system. Since the dam will control the system's ability to drain, a reliable stream of data at the boundary will be necessary to effectively calibrate the model. Through discussions, OHM has identified that a level sensor is in operation at the adjacent dam structure, but the duration of deployment, sensor accuracy, and sensor consistency are unknowns. OHM proposes to install a



cost effective Hyfi level sensor in tandem with the existing sensor to provide reliable data redundancy so that this critical model component is captured.

The full list of data needs to be collected under this task include:

- 1. Collect the critical missing field asset data and upload the information into the online geodatabase. Scoped as two weeks of time for a two-person field crew to collect missing data. More time may be necessary but will be agreed upon with WCWRC as additional as-needed services in advance of collecting more data.
- 2. Perform a desktop analysis to identify locations to install a flow meter for model calibration and validation.
- 3. Install a flow meter with a confined space crew at the agreed upon locations with WCWRC.
- 4. Deploy a Hyfi level sensors to provide boundary condition data at the outlet of each stormwater network.
- 5. Compile and analyze collected field data from inspections, flow meters, and level sensors and summarize the findings in a technical memorandum.

Deliverables

- Flow meter data
- Hyfi level sensor data
- Shapefiles for collected assets

Task 5 – HYDROLOGIC AND HYDRAULIC MODEL DEVELOPMENT

Upon completion of the data gathering, the OHM project team will use the body of evidence from observed and historic conditions, system connectivity and asset inventory data to prepare a hydrologic and hydraulic model of the project study area. This phase of the project will evaluate the functionality of the existing collection system and ultimately identify root causes of system deficiencies that will lead to developed improvement alternatives to help mitigate flooding.

To address the flooding issues from the large storm events for the West Willow neighborhood and adjacent communities, the models will need to consider flows that are handled by stormwater pipes as well as surface flow paths over land. Therefore, the proposed modeling approach will apply a dual drainage setup to model both pipe network flow as well as overland flow across major roadways. Our approach will apply the models to fit the problem and support development of cost-effective solutions to manage flows and protect properties. Specific work efforts under this task include:

- 1. Develop a H&H model using collected data that simulate drainage of the Beyer Relief Drain network.
- 2. Calibrate the model and validate performance against collected flow data.
- 3. Evaluate model performance during the August 24, 2023 event and identify the root causes of flooding.
- 4. Quantify the existing level of service criteria by simulating a range of five model storm events (5-, 10-, 25-, 50-, and 100- year events).
- 5. Hold a modeling to discuss results for both the Beyer Relief and West Willow stormwater management studies. A meeting will be held with WCWRC to discuss findings, suspected root causes of flooding, and agree upon a target level of service criteria based on community feedback. (Assumes one meeting with the associated costs being split between both studies).
- 6. Write a model development technical memorandum that summarizes the model development process, assumptions made, and calibration results.

Deliverables

- A H&H model of the Beyer Relief Drain
- Model results and root cause analysis meeting slides
- Nodel development and root cause analysis technical memorandum

Recipient Name Select a date Page 5 of 8



Task 6 – SYSTEM ALTERNATIVES ANALYSIS

Under this task, OHM will identify alternatives that improve the existing system's functionality and minimize surface flooding that can exacerbate basement backup issues. Using the identified root causes, a set of alternatives will be identified based on cost and available land for the proposed improvements. Alternatives could include surface detention, inline detention, pipe upsizing, flow relief lines, or other yet unidentified solutions. An alternatives analysis kickoff meeting will be held with WCWRC to discuss potential alternatives, define objectives, and agree on a level of service target.

Specific work efforts are as follows:

- 1. Hold an alternatives analysis kickoff meeting with WCWRC to discuss viable solutions.
- 2. Identify a range of alternatives that provide benefits to flooding for the stormwater network.
- 3. Select and model three stormwater conveyance alternatives to improve stormwater conveyance and reduce flooding in the network.
- 4. Manually tune the performance of each proposed alternative and select a final proposed configuration.
- 5. Test the performance of each proposed alternative against baseline conditions using the selected level of service criteria storm event.

<u>Deliverables</u>

Kickoff meeting agenda and minutes

Task 7 – TECHNICAL MEMORANDUM

Under this task, OHM will compile the modeling results and recommended alternatives into a technical memorandum. OHM will prepare a preliminary opinion of probable cost for each of the recommended projects and present a recommended implementation timeline if multiple projects are recommended that will provide the greatest benefit to the public. The final technical memorandum will be developed to include all seven of the primary project tasks and will be submitted to WCWRC. Specific work efforts under this task are as follows:

- 1. Conceptual cost estimates for each selected alternative solution.
- 2. Develop a draft technical report to summarize the study approach and findings.
- 3. Revise and finalize the report based on feedback from stakeholder staff.

Deliverables

- An engineer's opinion of probable construction costs
- Draft technical memorandum summarizing study results
- Final technical memorandum summarizing study results

Task 8 - OPTIONAL MODEL OPTIMIZATION ANALYSIS

As an optional add on service, OHM can perform an alternatives optimization modeling analysis. This task would supplement Task 6 above and take the analysis a step further to optimize the cost and performance of a wider range of potential alternatives. For any project, capitol cost needs to be balanced with the benefits gained. Spending more money on stormwater projects will result in improved performance, but typically with a diminishing benefit as more dollars are invested. OHM has developed a proprietary optimization tool that utilizes AI to test hundreds of potential solutions and identify an optimized set of cost-effective alternative combinations. These solutions would be near impossible to determine manually and identify the projects with the greatest benefit for the dollars invested. OHM has found that by performing this analysis, the cost of CIP implementation can be greatly reduced and result in significant cost savings for the client and the community. The top three identified alternative solutions will be presented to WCWRC in an optimized alternatives meeting to determine the ideal plan to progress to next steps. For the selected alternative plan, a prioritized CIP implementation timeline will be developed to suggest an order of project implementation that will have the greatest immediate benefit to the impacted community. Results from this analysis will be incorporated into the final report outlined in Task 7 above. Specific work efforts under this task are as follows:



- 1. Hold an optimization kickoff meeting with WCWRC to define objectives and select the performance. metrics.
- 2. Develop cost curves for the agreed upon alternatives to be applied during model optimization.
- 3. Run a model optimization analysis to identify a set of three alternative plans for each network that best match the defined project objectives.
- 4. Present the optimization analysis findings in an optimization meeting and select a single optimized solution for the network based on cost and implementability.
- 5. An implementation timeline will be developed to help with future CIP planning. Projects that provide the greatest benefit for the dollars spent will be prioritized in the timeline.

<u>Deliverables</u>

- **Table of preliminary alternatives and the associated cost curves**
- Meeting minutes for model optimization meeting
- Slides from optimized alternative plan meeting
- Implementation timeline figures for CIP planning

Task 9 – ADDITIOANL AS-NEEDED SERVICES

Additional as-needed items may arise during the progression of this project, which were not anticipated at the time this proposal was prepared. These efforts will not be completed until written authorization has been provided by WCWRC agreeing to the extra work and the budget allowance for this task will not be used without advanced authorization from WCWRC. OHM will prepare a Scope of Services and a budget for each item for approval by WCWRC before proceeding. These efforts may include:

- Additional field data collection beyond the anticipated one week.
- Additional community engagement activities or meetings beyond the four scoped public meetings
- Additional coordination meetings not outlined in this scope

Schedule

The following table outlines the task durations for major project milestones:

| TASK | TASK DURATION (DATES) |
|---|--------------------------------|
| Task 1 – Project Management and Facilitation | January 2024 – December 2024 |
| Task 2 – Public Engagement and Communication | January 2024 – December 2024 |
| Task 3 – Background Investigation | January 2024 – March 2024 |
| Task 4 – Field Data Collection and Compilation | March 2024 – May 2024 |
| Task 5 – Hydrologic and Hydraulic Model Development | May 2024 – August 2024 |
| Task 6 – System Alternative Analysis | September 2024 – October 2024 |
| Task 7 – Technical Memorandum | November 2024 – January 2025 |
| Task 8 – Optional Model Optimization Analysis | September 2024 – November 2024 |

Potential schedule related items that may impact task durations are as follows:

- Public meeting time availability
- Data availability
- Client availability for milestone coordination meetings

We are prepared to commence work on this project on January 1st upon receipt of your written authorization to proceed.



Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on an hourly basis not to exceed the listed cost. Any requested work beyond this fee must be approved by CLIENT NAME prior to proceeding.

| Task | Cost |
|---|-----------|
| Task 1 – Project Management and Facilitation | \$27,000 |
| Task 2 – Public Engagement and Communication | \$35,500 |
| Task 3 – Background Investigation | \$21,500 |
| Task 4 – Field Data Collection and Compilation | \$33,000 |
| Task 5 – Hydrologic and Hydraulic Model Development | \$39,000 |
| Task 6 – System Alternative Analysis | \$17,500 |
| Task 7 – Technical Memorandum | \$12,000 |
| Total All Phases | \$185,500 |
| Task 8 – Optional Model Optimization Analysis | \$20,000 |

Clarifications and Assumptions

Our Proposal was prepared based on the following assumptions:

- If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with WCWRC. OHM Advisors will not proceed with additional services without written authorization to proceed from WCWRC.
- Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with WCWRC.
- Final selected alternatives are conceptual and will require further formal design work before implementation can begin.

Client Responsibilities

- WCWRC will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- WCWRC will provide the following, if available, to assist us with the project: prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, exiting topography, access to structures, and available asset inventory data for the stormwater network.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days If you have any questions or comments, please contact me at brandon.ellefson@ohm-advisors.com or 734-466-4491.

Recipient Name Select a date Page 8 of 8

Sincerely, OHM Advisors

Matthew D. Parks, PE, Principal OHM Advisors

<u>11/13/2023</u> Date

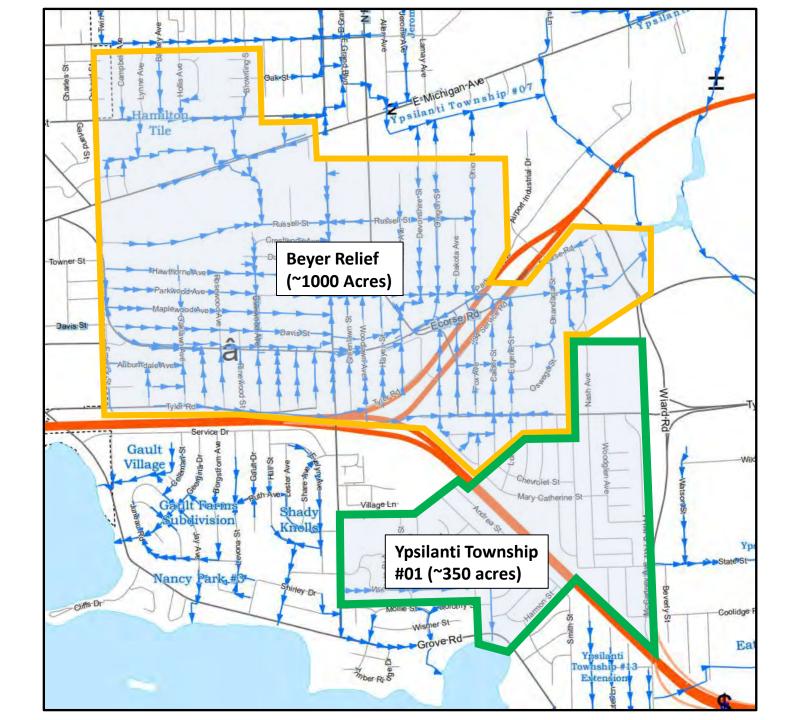
Mr. Evan Pratt, P.E.

Acceptance

WCŴRC

Date

- Attachments: Appendix A: Network Delineation Map Standard Terms and Conditions Standard Rate Schedule
- cc: Brandon Ellefson, P.E., OHM Advisors





OHM ADVISORS 2023 HOURLY RATE SCHEDULE

| Professional Engineer IV / Architect IV / Senior Interior Designer IV\$195.00Professional Engineer II / Architect II / Senior Interior Designer II\$178.00Professional Engineer I / Architect I / Senior Interior Designer I\$152.00Project Specialist II\$160.00Project Specialist I\$160.00Project Specialist I\$153.00Graduate Engineer IV\$153.00Graduate Engineer II\$145.00Graduate Engineer II\$145.00Graduate Engineer II\$140.00Graduate Engineer II\$140.00Graduate Architect II / Landscape Architect II / Interior Designer II\$140.00Graduate Architect II / Landscape Architect II / Interior Designer II\$142.00Graduate Architect I / Landscape Architect I / Interior Designer II\$142.00Graduate Architect I / Landscape Architect I / Interior Designer II\$142.00Graduate Architect I / Landscape Architect I / Interior Designer II\$148.00Technician II\$115.00Technician II\$115.00Professional Surveyor II\$158.00Professional Surveyor I\$158.00Surveyor II\$150.00Surveyor II\$150.00Surveyor II\$150.00Surveyor II\$150.00Planner IV\$160.00Surveyor II\$150.00Planner IV\$160.00Surveyor II\$160.00Surveyor II\$160.00Surveyor II\$160.00Surveyor II\$160.00Surveyor II\$160.00Surveyor II\$160.00 <th></th> <th></th> | | |
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| Sr. Associate \$210.00 | Principal | \$230.00 |
| | Sr. Associate | \$210.00 |
| Associate \$198.00 | Associate | \$198.00 |



- 1. <u>THE AGREEMENT</u>. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
- 2. <u>CLIENT RESPONSIBILITIES</u>. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
- 3. <u>PROJECT INFORMATION</u>. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
- 4. <u>PERIOD OF SERVICE</u>. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
- 5. <u>COMPENSATION</u>. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
- 6. <u>TERMS OF PAYMENT</u>. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
- 7. <u>STANDARD OF CARE</u>. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
- 8. <u>RESTRICTION OF REMEDIES</u>. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.

- 9. <u>LIMIT OF LIABILITY</u>. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
- 10. <u>ASSIGNMENT</u>. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
- 11. <u>NO WAIVER</u>. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
- 12. <u>GOVERNING LAW</u>. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
- 13. <u>INSTRUMENTS OF SERVICE</u>. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
- 14. <u>CERTIFICATIONS</u>. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
- 15. <u>TERMINATION</u>. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
- 16. <u>RIGHT TO SUSPEND SERVICES</u>. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

- 17. <u>OPINIONS OF PROBABLE COST</u>. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
- 18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
- 19. <u>CONTRACTOR SUBMITTALS</u>. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 20. <u>CONSTRUCTION OBSERVATION</u>. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
- 21. <u>HAZARDOUS MATERIALS</u>. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM

ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

- 22. <u>WAIVER OF CONSEQUENTIAL DAMAGES</u>. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
- 23. <u>WAIVER OF SUBROGATION</u>. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
- 24. <u>THIRD PARTIES</u>. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
- 25. <u>CODE_REVIEW/ACCESSIBILITY</u>. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
- 26. <u>DISPUTE RESOLUTION</u>. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

ARCHITECTS. ENGINEERS. PLANNERS.



November 13, 2023

Mr. Evan Pratt, P.E. Water Resources Commissioner Washtenaw County Water Resources Commissioner's Office 705 North Zeeb Road Ann Arbor, MI 48103

RE: Proposal for Professional Services West Willow Neighborhood Stormwater Management Study

Dear Mr. Pratt:

Thank you for contacting us to provide professional services to the Washtenaw County Water Resources Commissioners Office (WCWRC) for the West Willow neighborhood stormwater management study. We have prepared this letter proposal based on the information provided and discussions with you and WCWRC staff. This proposal represents our understanding of the project, scope of services, schedule and compensation.

Statement of Understanding

In collaboration with the Ypsilanti Community Utilitiues Authority (YCUA) and the Washtenaw County Road Commission (WCRC), your office has identified that a stormwater management study is needed in the West Willow neighborhood of Ypsilanti Township. On August 24, 2023, an intense deluge of rain fell over regions in Ypsilanti Township that qualified as a 500-year storm event. Over a four-hour period, the neighboring Willow Run Airport registered 5.37 inches of rainfall which resulted in infrastructure damage, expansive flooding, and basement backups. Residents in the West Willow neighborhood were particularly impacted with widespread reported flooding and damage. The Washtenaw County Water Resources Commissioners Office has requested that a stormwater study be performed on the Ypsilanti Township #01 Drain (~350 acres). A map that highlights the assumed drainage areas in this network is included as attachment A. Due to the age of the system and a number of changes that have happened throughout history to modify drainage patterns, a stormwater conveyance model will be necessary to identify the root causes of the flooding issues and identify potential solutions. The study will aim to develop a set of stormwater management alternatives that can be incorporated into upcoming CIP planning efforts to improve the level of service for the impacted community.

A large portion of the Ypsilanti Township #01 Drain is currently owned by the WCRC and has not been digitally mapped. As a result, an extensive field evaluation will be necessary to clean, televise, and collect asset data to fill in the network data gaps. Coordination with WCRC and vested team members will be necessary throughout this project to identify sustainable solutions that will benefit the community as well as the asset owners.

With the projected recurrence of catastrophic storm events on the rise as a result of climate change, planning needs to take place now that will address current problems while simultaneously planning for the future needs. The West Willow community is still in the process of recovering from this catastrophic event from August 2023 and the scars left from the damage are fresh. The community is disadvantaged and has been very vocal about the challenges they have faced during recovery. The community is still seeking answers surrounding what happened and they want solutions going forward. Proposed solutions will need to consider that catastrophic events may begin to occur on a more regular basis into the future. Engagement with the public will be an important and challenging aspect of this project but is absolutely critical to the long-term success of potential solutions. The public will need to be made aware of ongoing efforts and be informed on root causes and proposed solutions if the project is to be successful.

Scope of Services



To address this challenge, OHM is proposing that a stormwater management study be performed that gathers the data needed to develop a hydraulic and hydrologic (H&H) model of the target stormwater network. The model will be used to identify the root causes of flooding and seek stormwater management solutions that may reduce the future flood risk for the West Willow neighborhood. A range of potential solutions along with their associated costs will be developed and presented to WCWRC so that stormwater capital improvement projects can be built into future planning efforts to address concerns.

Typically, stormwater systems have a level of service criteria close the 10-year storm event. Given that the August 2023 event registered closer to a 500-year event, it will be important to have an open dialogue with the community and appropriately set expectations. There will always be a bigger storm event and designing for a 500-year may not be cost feasible. The community will likely demand that stormwater be managed so that this never happens again, but CIP costs and available land space will limit the achievable level of service criteria. OHM will help facilitate open dialogues with the community to find a balance between affordability and risk that are acceptable to the public.

Task 1 - PROJECT MANAGEMENT AND FACILITATION

The OHM Advisors project management will be responsible for coordination of scope of service activities internally and with stakeholders throughout the progress of the project. The OHM project team will work to regularly communicate throughout the duration of the project and deliver the items listed in this proposal. Specific work efforts include the following:

- 1. Manage scope schedule and budget.
- 2. Coordinate project communication and meetings.
- 3. Submit and coordinate project invoicing.
- 4. Prepare for and attend bi-weekly update meetings with client to update on project progress for both the West Willow stormwater study as well as the Beyer Relief drain stormwater study (Assumes 26 total meetings with the cost split between both projects).

Deliverables

- Kickoff meeting agenda and minutes
- Information requests
- Meeting announcements (agendas) and invitations
- Project presentation materials
- Invoices

Task 2 - PUBLIC ENGAGEMENT AND COMMUNICATION

Meaningful engagement from important stakeholders is critical to the success of any project, and this aspect is amplified with the emotionally charged complex context of the flooding issues experienced in the West Willow neighborhood. Coordination will be a complex undertaking as the process requires engaging with a diverse set of stakeholders, each holding different perspectives and priorities. Addressing these complexities will require initiating the process of stakeholder engagement early, to foster a community understanding of the approach, building support of collectively defined metrics, and developing trust in the flooding study team. The goal of this task is to develop and implement an effective outreach strategy to engage stakeholders and bolster the confidence of the flooding analysis and conceptual solutions needed for it to be successful. To complete this task, OHM will be subcontracting work for this task out to Nonprofit Network, a firm that is well versed and experienced in communicating and soliciting feedback from sensitive issues such as this. Specific work efforts are as follows:



- 1. Coordinate and manage four community meetings to interact with the public and complete task objectives.
- 2. Listen to the concerns of community members and gather relevant information for the study.
- 3. Set clear expectations with the public on what the study will be aiming to accomplish.
- 4. Report back to the community on project progress and results.

<u>Deliverables</u>

- **Four in person community public engagement meetings**
- Meeting slides and materials developed for communication

Task 3 – BACKGROUND INVESTIGATION

WCWRC manages its stormwater assets in an asset management database that will be crucial for model development. This database along with other available data sets (e.g. as-builts, GIS data, climate data, DEMs) will need to be reviewed for the Ypsilanti Township Drain #1 network to identify data gaps. Asset data relating to pipe slopes, inverts, ground surface elevations, sizes, and connectivity will be critical to develop a reliable H&H model of these systems. Rainfall data will be compiled from the Willow Run Airport and processed for incorporation into the models. Relevant data will be compiled in an online GIS geodatabase that will serve both as a future resource and a tool to expedite model development and data analytics. Critical missing data will be flagged in the database for collection in future field efforts. Specific work efforts are as follows:

- 1. Reviewing available as-built files, existing GIS data, and asset inventory data to evaluate data availability as it pertains to model development.
- 2. Compile historic rainfall data from the Willow Run Airport and process for model incorporation.
- 3. Develop an online geodatabase to house critical model data and flag missing data for future collection.
- 4. Complete a data gap analysis that summarizes the missing data and identifies the critical information that will necessitate further field collection.

Deliverables

- Data compilation geodatabase
- Data gap analysis technical memorandum

Task 4 - FIELD DATA COLLECTION AND COMPILATION

Alternatives are reliant on reliable H&H models that depend on accurate data sets which makes data collection a critical phase of the project. Developing the geodatabase and the data gap analysis is the first step of identifying what is needed for the model and subsequent alternatives. A crew will utilize the developed geodatabase to collect the flagged missing data for incorporation into the H&H model. It is anticipated that two weeks of field survey time will be necessary to complete this task, but this time could vary depending on the quantity of missing data. Additional field data collection services will be priced separately as an as-needed service and the quantity of field data to be collected will be agreed upon between OHM and WCWRC before collection begins.

In order to quantify the model's predictive accuracy, a flow meter will need to be installed to provide calibration and validation data. A targeted location will be selected that drains a large percentage of the collection system. A desktop survey will be performed, and a set of possible locations will be identified and provided to WCWRC for review. An ideal site will be selected and flow meters will be installed for a period of six months (anticipated April-September). Data will be downloaded monthly and processed for inclusion in the modeling analysis.

Another critical component of this model will be the boundary elevations. The Ypsilanti Township Drain #01 travels under highway I-94 to the south and ultimately to Ford Lake. Ford Lake levels will be generally stable, but a submerged outlet could impact the conveyance capacity of the drain. To effectively evaluate the performance of the system, a boundary condition site investigation will help determine how to effectively represent the model boundary condition.



It was noted in preliminary discussions that a large percentage of the assets in the West Willow neighborhood, south of Tyler Road have not been mapped. Utilizing a sewer jet truck and a CCTV crew would be beneficial to WCWRC to get a better handle of what assets exist in this region of West Willow. As a part of this scope, OHM will assist WCWRC with competitively bidding this sewer jetting and CCTV work out to obtain up to three quotes. Following selection, the identified firm will contract directly with WCWRC to provide this set of services separately from this study.

The full list of data needs to be collected under this task include:

- 1. Collect the critical missing field asset data and upload the information into the online geodatabase. Scoped as two weeks of time for a three-person field crew to collect missing data. More time may be necessary but will be agreed upon with WCWRC as additional as-needed services in advance of collecting more data.
- 2. Perform a desktop analysis to identify locations to install a flow meter for model calibration and validation.
- 3. Install a flow meter with a confined space crew at the agreed upon locations with WCWRC.
- 4. Assist WCWRC with gathering quotes and putting out to bid a request for sewer jetting and CCTV services for the West Willow neighborhood, south of Tyler Road.
- 5. Compile and analyze collected field data for incorporation into the model.

Deliverables

- Flow meter data
- Scope and bid documents for sewer jet and CCTV work
- Shapefiles for collected assets

Task 5 - HYDROLOGIC AND HYDRAULIC MODEL DEVELOPMENT

Upon completion of the data gathering, the OHM project team will use the body of evidence from observed and historic conditions, system connectivity and asset inventory data to prepare a hydrologic and hydraulic model of the project study area. This phase of the project will evaluate the functionality of the existing collection system and ultimately identify root causes of system deficiencies that will lead to developed improvement alternatives to help mitigate flooding.

To address the flooding issues from the large storm events for the West Willow neighborhood residents, the models will need to consider flows that are handled by stormwater pipes as well as surface flow paths over land. Therefore, the proposed modeling approach will apply a dual drainage setup to model both pipe network flow as well as overland flow across major roadways. Our approach will apply the models to fit the problem and support development of cost-effective solutions to manage flows and protect properties. Specific work efforts under this task include:

- 1. Develop a H&H model using collected data that simulate drainage of the Ypsilanti Township #01 Drain network.
- 2. Perform QAQC checks during model development and upon completion.
- 3. Calibrate the model and validate performance against collected flow data.
- 4. Evaluate model performance during the August 24, 2023 event and identify the root causes of flooding.
- 5. Quantify the existing level of service criteria by simulating a range of five model storm events (5-, 10-, 25-, 50-, and 100- year events).
- 6. Hold a modeling to discuss results for both the Beyer Relief and West Willow stormwater management studies. A meeting will be held with WCWRC to discuss findings, suspected root causes of flooding, and agree upon a target level of service criteria based on community feedback (Assumes one meeting with the associated costs being split between both studies).
- 7. Write a model development technical memorandum that summarizes the model development process, assumptions made, and calibration results.

Recipient Name Select a date Page 5 of 8

Deliverables

- A H&H model of the Ypsilanti Township #01 Drain
- Model results and root cause analysis meeting slides
- Nodel development and root cause analysis technical memorandum

Task 6 – SYSTEM ALTERNATIVES ANALYSIS

Under this task, OHM will identify alternatives that improve the existing system's functionality and minimize surface flooding that can exacerbate basement backup issues. Using the identified root causes, a set of alternatives will be identified based on cost and available land for the proposed improvements. Alternatives could include surface detention, inline detention, pipe upsizing, flow relief lines, or other yet unidentified solutions. An alternatives analysis kickoff meeting will be held with WCWRC to discuss potential alternatives, define objectives, and agree on a level of service target.

Specific work efforts are as follows:

- 1. Hold an alternatives analysis kickoff meeting with WCWRC to discuss viable solutions.
- 2. Identify a range of alternatives that provide benefits to flooding for the stormwater network.
- 3. Select and model three stormwater conveyance alternatives to improve stormwater conveyance and reduce flooding in the network.
- 4. Manually tune the performance of each proposed alternative and select a final proposed configuration.
- 5. Test the performance of each proposed alternative against baseline conditions using the selected level of service criteria storm event.

Deliverables

Kickoff meeting agenda and minutes

Task 7 – TECHNICAL MEMORANDUM

Under this task, OHM will compile the modeling results and recommended alternatives into a technical memorandum. OHM will prepare a preliminary opinion of probable cost for each of the recommended projects and present a recommended implementation timeline if multiple projects are recommended that will provide the greatest benefit to the public. The final technical memorandum will be developed to include all seven of the primary project tasks and will be submitted to WCWRC. Specific work efforts under this task are as follows:

- 1. Conceptual cost estimates for each selected alternative solution.
- 2. Develop a draft technical report to summarize the study approach and findings.
- 3. Revise and finalize the report based on feedback from stakeholder staff.

Deliverables

- An engineer's opinion of probable construction costs
- The study results
- Final technical memorandum summarizing study results

Task 8 - OPTIONAL MODEL OPTIMIZATION ANALYSIS

As an optional add on service, OHM can perform an alternatives optimization modeling analysis. This task would supplement Task 6 above and take the analysis a step further to optimize the cost and performance of a wider range of potential alternatives. For any project, capitol cost needs to be balanced with the benefits gained. Spending more money on stormwater projects will result in improved performance, but typically with a diminishing benefit as more dollars are invested. OHM has developed a proprietary optimization tool that utilizes AI to test hundreds of potential solutions and identify an optimized set of cost-effective alternative combinations. These solutions would be near impossible to determine manually and identify the projects with the greatest benefit for the dollars invested. OHM has found that by performing this analysis, the cost of CIP implementation can be greatly reduced and result in significant cost savings for the client and the community. The top three identified alternative solutions will be



presented to WCWRC in an optimized alternatives meeting to determine the ideal plan to progress to next steps. For the selected alternative plan, a prioritized CIP implementation timeline will be developed to suggest an order of project implementation that will have the greatest immediate benefit to the impacted community. Results from this analysis will be incorporated into the final report outlined in Task 7 above. Specific work efforts under this task are as follows:

- 1. Hold an optimization kickoff meeting with WCWRC to define objectives and select the performance. metrics.
- 2. Develop cost curves for the agreed upon alternatives to be applied during model optimization.
- 3. Run a model optimization analysis to identify a set of three alternative plans for each network that best match the defined project objectives.
- 4. Present the optimization analysis findings in an optimization meeting and select a single optimized solution for the network based on cost and implementability.
- 5. An implementation timeline will be developed to help with future CIP planning. Projects that provide the greatest benefit for the dollars spent will be prioritized in the timeline.

Deliverables

- Table of preliminary alternatives and the associated cost curves
- Meeting minutes for model optimization meeting
- Slides from optimized alternative plan meeting
- Implementation timeline figures for CIP planning

Task 9 – ADDITIOANL AS-NEEDED SERVICES

Additional as-needed items may arise during the progression of this project, which were not anticipated at the time this proposal was prepared. These efforts will not be completed until written authorization has been provided by WCWRC agreeing to the extra work and the budget allowance for this task will not be used without advanced authorization from WCWRC. OHM will prepare a Scope of Services and a budget for each item for approval by WCWRC before proceeding. These efforts may include:

- Additional field data collection beyond the anticipated two weeks.
- Additional community engagement activities or meetings beyond the four scoped public meetings
- Additional coordination meetings not outlined in this scope

Schedule

The following table outlines the task durations for major project milestones:

| TASK | TASK DURATION (DATES) |
|---|--------------------------------|
| Task 1 – Project Management and Facilitation | January 2024 – December 2024 |
| Task 2 – Public Engagement and Communication | January 2024 – December 2024 |
| Task 3 – Background Investigation | January 2024 – March 2024 |
| Task 4 – Field Data Collection and Compilation | March 2024 – May 2024 |
| Task 5 – Hydrologic and Hydraulic Model Development | May 2024 – August 2024 |
| Task 6 – System Alternative Analysis | September 2024 – October 2024 |
| Task 7 – Technical Memorandum | November 2024 – January 2025 |
| Task 8 – Optional Model Optimization Analysis | September 2024 – November 2024 |



Potential schedule related items that may impact task durations are as follows:

- Public meeting time availability
- **D**ata availability
- Client availability for milestone coordination meetings

We are prepared to commence work on this project on January 1st upon receipt of your written authorization to proceed.

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on an hourly basis not to exceed the listed cost. Any requested work beyond this fee must be approved by CLIENT NAME prior to proceeding.

| Task | Cost |
|---|-----------|
| Task 1 – Project Management and Facilitation | \$27,000 |
| Task 2 – Public Engagement and Communication | \$35,500 |
| Task 3 – Background Investigation | \$18,500 |
| Task 4 – Field Data Collection and Compilation | \$60,000 |
| Task 5 – Hydrologic and Hydraulic Model Development | \$34,000 |
| Task 6 – System Alternative Analysis | \$17,500 |
| Task 7 – Technical Memorandum | \$12,000 |
| Total All Phases | \$204,500 |
| Task 8 – Optional Model Optimization Analysis | \$20,000 |

Clarifications and Assumptions

Our Proposal was prepared based on the following assumptions:

- If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with WCWRC. OHM Advisors will not proceed with additional services without written authorization to proceed from WCWRC.
- Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with WCWRC.
- Final selected alternatives are conceptual and will require further formal design work before implementation can begin.

Client Responsibilities

- WCWRC will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- WCWRC will provide the following, if available, to assist us with the project: prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, exiting topography, access to structures, and available asset inventory data for the stormwater network.

Recipient Name Select a date Page 8 of 8



Additional Services

The following services are not included in our Compensation but may be desired. Fees for these services can be negotiated later if deemed necessary. Additional services that may be needed are as follows:

Review of CCTV footage collected within the West Willow neighborhood by the selected subcontractor.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days If you have any questions or comments, please contact me at brandon.ellefson@ohm-advisors.com or 734-466-4491.

Sincerely, OHM Advisors

OHM Advisors

Acceptance WCWRC

Matthew D. Parks, PE, Principal

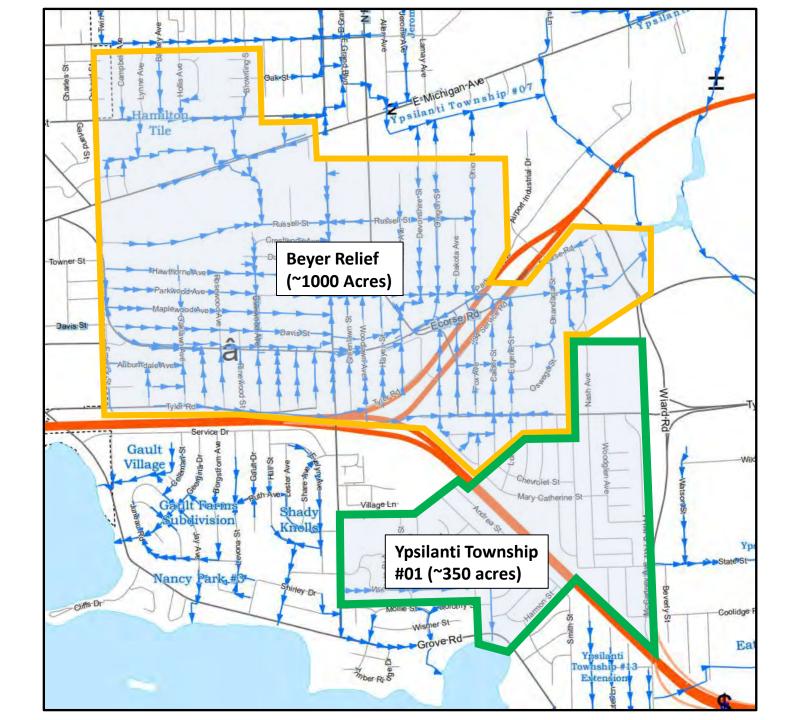
<u>11/13/2023</u> Date

Mr. Evan Pratt, P.E.

Date

Attachments: Appendix A: Network Delineation Map Standard Terms and Conditions Standard Rate Schedule

cc: Brandon Ellefson, P.E., OHM Advisors





OHM ADVISORS 2023 HOURLY RATE SCHEDULE

| Professional Engineer IV / Architect IV / Senior Interior Designer IV\$195.00Professional Engineer II / Architect II / Senior Interior Designer II\$178.00Professional Engineer I / Architect I / Senior Interior Designer I\$152.00Project Specialist II\$160.00Project Specialist I\$160.00Project Specialist I\$153.00Graduate Engineer IV\$153.00Graduate Engineer II\$145.00Graduate Engineer II\$145.00Graduate Engineer II\$140.00Graduate Engineer II\$140.00Graduate Architect II / Landscape Architect II / Interior Designer II\$140.00Graduate Architect II / Landscape Architect II / Interior Designer II\$142.00Graduate Architect I / Landscape Architect I / Interior Designer II\$142.00Graduate Architect I / Landscape Architect I / Interior Designer II\$142.00Graduate Architect I / Landscape Architect I / Interior Designer II\$148.00Technician II\$115.00Technician II\$115.00Professional Surveyor II\$158.00Professional Surveyor I\$158.00Surveyor II\$150.00Surveyor II\$150.00Surveyor II\$150.00Surveyor II\$150.00Planner IV\$160.00Surveyor II\$150.00Planner IV\$160.00Surveyor II\$160.00Surveyor II\$160.00Surveyor II\$160.00Surveyor II\$160.00Surveyor II\$160.00Surveyor II\$160.00 <th></th> <th></th> | | |
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| | Clerical Aide | \$75.00 |
| Sr. Associate \$210.00 | Principal | \$230.00 |
| | Sr. Associate | \$210.00 |
| Associate \$198.00 | Associate | \$198.00 |



- 1. <u>THE AGREEMENT</u>. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
- 2. <u>CLIENT RESPONSIBILITIES</u>. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
- 3. <u>PROJECT INFORMATION</u>. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
- 4. <u>PERIOD OF SERVICE</u>. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
- 5. <u>COMPENSATION</u>. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
- 6. <u>TERMS OF PAYMENT</u>. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
- 7. <u>STANDARD OF CARE</u>. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
- 8. <u>RESTRICTION OF REMEDIES</u>. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.

- 9. <u>LIMIT OF LIABILITY</u>. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
- 10. <u>ASSIGNMENT</u>. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
- 11. <u>NO WAIVER</u>. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
- 12. <u>GOVERNING LAW</u>. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
- 13. <u>INSTRUMENTS OF SERVICE</u>. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
- 14. <u>CERTIFICATIONS</u>. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
- 15. <u>TERMINATION</u>. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
- 16. <u>RIGHT TO SUSPEND SERVICES</u>. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

- 17. <u>OPINIONS OF PROBABLE COST</u>. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
- 18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
- 19. <u>CONTRACTOR SUBMITTALS</u>. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 20. <u>CONSTRUCTION OBSERVATION</u>. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
- 21. <u>HAZARDOUS MATERIALS</u>. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM

ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

- 22. <u>WAIVER OF CONSEQUENTIAL DAMAGES</u>. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
- 23. <u>WAIVER OF SUBROGATION</u>. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
- 24. <u>THIRD PARTIES</u>. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
- 25. <u>CODE_REVIEW/ACCESSIBILITY</u>. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
- 26. <u>DISPUTE RESOLUTION</u>. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

CONSENT AGENDA

Supervisor Brenda Stumbo called the meeting to order at approximately 6:00pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

Members Present: Supervisor Brenda Stumbo, Clerk Heather Jarrell Roe, and Treasurer Stan Eldridge, Trustees: Ryan Hunter, John Newman II, Gloria Peterson, and Debbie Swanson

Members Absent: None

Legal Counsel: Wm. Douglas Winters

CONSENT AGENDA

Supervisor Stumbo stated the first item on the agenda was from Steve Densmore, Fire Chief.

Steve Densmore, Fire Chief stated that Ryan Williams has successfully completed the required one year of Ypsilanti Township Firefighter training and has passed all the requirements to be a Firefighter in Ypsilanti Township. Chief Densmore presented Mr. Williams with his badge and welcomed him officially to the Ypsilanti Township Fire Department.

A. MINUTES OF THE JANUARY 16, 2024 REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR FEBRUARY 6, 2024 IN THE AMOUNT OF \$2,349,262.86

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the consent agenda with the corrections and edits to the minutes.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that the Aldi Inc. agreement was finalized. He said there are also other developers that are showing interest in this property formally known as the Seaver Farm.

Attorney Winters stated the company that won the bid to renovate the restrooms at Green Oaks Golf Course refused to sign the contract because it stated their employees would need to be paid the prevailing wage of fringe benefits. Attorney Winters stated this has been a Township Ordinance since 1974. He said since this company refused to sign the contract he submitted a claim on their quote and they had to submit a check to the Township for \$9,900.00.

NEW BUSINESS

1. RESOLUTION 2024-02 APPROVING THE CONTRACT AND AUTHORIZATION NOTICE FOR SUGARBROOK WATERMAIN IMPROVEMENTS

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve resolution 20234-02, approving the contract and authorization notice for Sugarbrook watermain improvements (see attached).

Luke Blackburn, Executive Director of YCUA explained the contract and selling of bonds for this project. He said they have already submitted the application for phase two of the project through the drinking water program but due to overburden status and the new scoring criteria Ypsilanti Township does not qualify.

Supervisor Stumbo stated that Ypsilanti Township does not qualify for the lower interest rate. She said they will continue to try and get the change.

Trustee Swanson stated she doesn't know how this happened but would like to know so she would be a better advocate to get the help for Ypsilanti Township. Luke Blackburn stated that they use the median annual household income for the township not per neighborhood.

The motion carried unanimously.

2. REQUEST TO ACCEPT THE RESIGNATION OF HAZELETTE CROSBY FROM THE CIVIL SERVICE COMMISSION EFFECTIVE IMMEDIATELY

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the request to accept the resignation of Hazelette Crosby from the Civil Service Commission effective immediately.

The motion carried unanimously.

3. REQUEST TO ACCEPT THE RESIGNATION OF BRAD HINE FROM THE ZONING BOARD OF APPEALS EFFECTIVE IMMEDIATELY

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the request to accept the resignation of Brad Hine from the Zoning Board of Appeals effective immediately.

The motion carried unanimously.

4. REQUEST TO APPROVE FLETCHER REYHER TO THE WASHTENAW AREA TRANSPORTATION STUDY (WATS) TECHNICAL COMMITTEE AS STAFF ASSIGNED

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the request to approve Fletcher Reyher to the Washtenaw Area Transportation Study (WATS) Technical Committee as staff assigned.

5. REQUEST TO CANCEL THE FEBRUARY 20, 2024 TOWNSHIP BOARD MEETING DUE TO EARLY VOTING IN THE BOARD ROOM

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the request to cancel the February 20, 2024 Township Board meeting due to early voting in the board room.

The motion carried unanimously.

6. BUDGET AMENDMENT #2

Clerk Jarrell Roe read Budget Amendment #2 into the record.

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve budget amendment #2 (see attached).

Supervisor Stumbo stated that part of the amendment is to help with the additional costs of projects because bids for many projects have come in higher than expected.

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

1. REQUEST TO ACCEPT THE QUOTE FROM EXCEL HOME IMPROVEMENT INC/WALLSIDE WINDOWS FOR THE COMMUNITY RESOURCE CENTER RENOVATION IN THE OF \$35,071.00 BUDGETED IN LINE ITEM #101-902-981-060

A motion was made by Clerk Jarrell Roe and supported by Trustee Hunter to approve the request to accept the quote from Excel Home Improvement Inc/Wallside Windows for the Community Resource Center renovation in the amount of \$35,071.00 budgeted in line item #101-902-981-060.

2. REQUEST TO AWARD THE PROFESSIONAL SERVICES CONTRACT FOR CYBERSECURITY TO SENSCY IN AN AMOUNT NOT TO EXCEED \$30,000.00 BUDGETED IN LINE ITEM #266-301-818-000

A motion was made by Treasurer Eldridge and supported by Clerk Jarrell Roe to approve the request to award the professional services contract for cybersecurity to Senscy in an amount not to exceed \$30,000.00 budgeted in line item #266-301-818-000 (see attached).

Treasurer Eldridge thanked Supervisor Stumbo for bringing this idea forward but also to IS Manager Travis McDugald and Deputy Supervisor Elizabeth Cuellar for all their input in securing this contract with Senscy. He said Senscy is a Michigan based company. He said this will help to prevent cybercrime.

Trustee Swanson stated she was excited about this because it's not only the elderly who have been victims of this.

Supervisor Stumbo stated she believes this training is of interest to our residents and this will be paid for out of the Police Service budget, since cybersecurity is a crime. She said this is a one year pilot contract.

The motion carried unanimously.

3. REQUEST TO SEEK SEALED BIDS FOR THE RENOVATION OF FIRE STATION #3 LOCATED AT 20 S. HEWITT

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the request to seek sealed bids for the renovation of Fire Station #3 located at 20 S. Hewitt.

4. REQUEST TO ACCEPT THE BID FROM AR BROUWER FOR THE REPAIRS OF FORD LAKE PARK SHELTERS 1-4 IN THE AMOUNT OF \$360,821.00 BUDGETED IN LINE ITEM #101-902-981-070 AND THE WEST WILLOW PARK SHELTER IN THE AMOUNT OF \$18,967.00 BUDGETED IN LINE ITEM #101-902-981-150 IN THE TOTAL AMOUNT OF \$379,788.00 CONTINGENT ON ATTORNEY APPROVAL

A motion was made by Treasurer Eldridge and supported by Clerk Jarrell Roe to approve the bid from AR Brouwer for the repairs of Ford Lake Park Shelters 1-4 in the Amount of \$360,821.00 budgeted in line item #101-902-981-070 and the West Willow Park Shelter in the amount of \$18,967.00 budgeted in line item #101-902-981-150 in the total amount of \$379,788.00.

The motion carried unanimously.

5. REQUEST TO SEEK SEALED BIDS FOR THE REPLACEMENT AND INSTALLATION OF THE COMMUNITY CENTER HVAC UNITS

A motion was made by Treasurer Eldridge supported by Clerk Jarrell Roe to approve the request to seek sealed bids for the replacement and installation of the Community Center HVAC units.

The motion carried unanimously.

6. REQUEST TO ACCEPT THE LOW BID FROM DECIMA LLC FOR REPAIRS TO THE COMMUNITY CENTER BATHROOMS IN THE AMOUNT OF \$603,792.00 BUDGETED IN LINE ITEM #101-902-091-040 AND FOR THE COMMUNITY CENTER WATER DAMAGE IN THE AMOUNT OF \$88,703.00 BUDGETED IN LINE ITEM #213-901-976-008 IN A TOTAL AMOUNT OF \$692,495.00 CONTINGENT OF ATTORNEY APPROVAL

A motion was made by Clerk Jarrell Roe supported by Treasurer Eldridge to Approve the request to accept the low bid from Decima LLC for repairs to the Community Center bathrooms in the amount of \$603,792.00 budgeted in line item #101-902-091-040 and for the Community Center water damage in the amount of

\$88,703.00 budgeted in line item #213-901-976-008 in a total amount of \$692,495.00.

The motion carried unanimously.

 REQUEST TO ACCEPT THE LOW BID FROM AR BROUWER FOR TENNIS COURT RENOVATIONS AT CLUBVIEW PARK IN THE AMOUNT OF \$279,271.25 BUDGETED IN LINE ITEM #213-901-974-026 AND FOR TENNIS COURT RENOVATIONS AT COMMUNITY PARK IN THE AMOUNT OF \$407,973.46 BUDGETED IN LINE ITEM #213-901-975-520 FOR A TOTAL AMOUNT OF \$687,244.71 with Attorney Approval of Contract

A motion was made by Treasurer Eldridge and supported by Clerk Jarrell Roe to approve the request to accept the low bid from AR Brouwer for tennis court renovations at Clubview Park in the amount of \$279,271.25 budgeted in line item #213-901-974-926 and for tennis court renovations at Community Center Park in the amount of \$407,973.46 budgeted in line item #213-901-975-520 for a total amount of \$687,244.71.

Trustee Swanson suggested signage regarding park usage since neighborhood parks do not have the infrastructure that our larger parks have. She said she knows parks are for all people but neighborhood parks could not handle large groups. She said the parks at Ford Lake and the Community Center have the space to accommodate larger groups of people.

Supervisor Stumbo stated she hoped that we would get extra funding since the bids have all come in higher than anticipated.

CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING PAGE 8

OTHER BUSINESS

1. REQUEST TO AUTHORIZE THE SUPERVISOR AND CLERK TO SIGN PROFESSIONAL PLANNING AND ZONING SERVICE AGREEMENT WITH CARLISLE WORTMAN IN THE AMOUNT OF \$8,960.00 PER MONTH FOR THE REMAINDER OF 2024 CONTINGENT UPON ATTORNEY APPROVAL

A motion was made by Treasurer Eldridge and supported by Trustee Hunter to approve the request to authorize the supervisor and clerk to sign the professional and zoning service agreement with Carlisle Wortman in the amount of \$8,960.00 per month for the remainder of 2024 contingent upon attorney approval.

Supervisor Stumbo stated that due to the resignation of our Planning Director we would like to contract with Carlisle Wortman for services to help the planning department so there will not be an interruption of services. She said there would not be an increase in the budget for this service since we would not be paying for a Planning Director.

Trustee Hunter asked if we hired a new Planning Director before the end of the year would the contract end with Carlisle Wortman. Supervisor Stumbo stated that the intent is to see how this works until the end of the year. She said that Pittsfield Township currently contracts with planning professionals, which is Carlisle Wortman. She said it would be a board decision if Ypsilanti Township decides to contract instead of hiring a Planning Director in the future.

Attorney Winters stated there were a lot of projects coming up and with Carlisle Wortman stepping in it will keep those on track.

Trustee Swanson questioned why our attorney is heavily involved in things and wondered why it seems we are not finding things out until after the fact. She said it seems like the legal department is trying to catch up. She said she doesn't think that is a good way to do business. Trustee Swanson asked if our attorney goes to development meetings.

CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING PAGE 9

Supervisor Stumbo stated that legal currently goes to development meetings. She said Attorney Winters and Attorney McClain work with Carlisle Wortman.

Trustee Swanson would like us to be proactive. She said she wants development here but she wants development to follow our master plan.

The motion carried unanimously.

PUBLIC COMMENTS

There was one public comment.

BOARD MEMBER UPDATES

Trustee Swanson stated that she was happy about the bids that came through today and the work that is being done. She said she was concerned about how long it has been for the car port. She stated that we are taking too long to accept a bid for the car port. Trustee Swanson stated that anyone who has taken the time to fill out a bid should be notified about the status. She said we owe them a yes or no. She said she is requesting that we bring the bids forward at the next meeting.

Clerk Jarrell Roe stated that her department receives bids and she provides the board with the bids. She said regarding the bid for the car port we did get the bids in November. She stated that we have not received an answer from insurance on how much they will pay. She said we could vote on the car port, but it needs to be brought forward from the correct department and we could proceed from there. Clerk Jarrell Roe explained that when there is a bid opening if companies want us to provide a bid tab we do.

Trustee Swanson asked about how to find out how much the insurance will pay. She said the last time she asked she was told the insurance company was waiting on something from us.

Clerk Jarrell Roe stated the bills that we have so far are for engineering and have been sent to the insurance company. She said she forwarded the email to the

CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING PAGE 10

board that she received that stated they had hired their own engineer to make sure the specs were correct, and they indicated the timeframe being about two to four weeks before we would hear from them. Clerk Jarrell Roe stated she has been persistent in asking for updates and said she has shared that with the board. She said we can move forward with the carport, but we do not know the exact reimbursement we can expect to receive.

Supervisor Stumbo thanked Attorney Winters and Attorney McClain for all their negotiations on the selling of Township properties. She said it has been over twenty years since we purchased this property hoping to have it developed and now it is happening with the sale to ALDI. She said there is also a second potential purchaser for township property on Huron St. Supervisor Stumbo stated that the dollars from this sale will go toward improvements for Ecorse Rd. and Michigan Ave.

Supervisor Stumbo stated they met with the EMU Rowing Team and they want to build a submersible rowing course on Ford Lake. She said it would mean there would be a lot of competitions, regattas, and even some national tournaments. She said they have already received the funding and are ready to proceed.

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

Motion carried unanimously.

The meeting was adjourned at approximately 7:31 PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti Heather Jarrell Roe, Clerk Charter Township of Ypsilanti

RESOLUTION 2024-02

APPROVING CONTRACT AND AUTHORIZING NOTICE (Sugarbrook Watermain Improvements)

Charter Township of Ypsilanti County of Washtenaw, State of Michigan

WHEREAS, it is necessary to acquire and construct certain improvements to the water supply system, consisting of the acquisition, construction and installation of improvements in the Sugarbrook neighborhood in the Township, including installation of new water mains and connectors, together with all necessary appurtenances and attachments thereto (the "Improvements"); and

WHEREAS, a Contract has been prepared between the Township and the Ypsilanti Community Utilities Authority (the "Authority") whereby the Authority will issue its bonds (the "Bonds") on behalf of the Township to provide for the financing of the Township's share of the cost of the acquisition, construction and installation of the Improvements; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the acquisition and construction of the Improvements and for providing the needed services;

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. <u>Approval of Contract; Effectiveness</u>. The Contract is hereby approved and the Supervisor and the Township Clerk of the Township are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Township; provided, however, that the Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¹/₄ page in size in the **Washtenaw Legal News**, a newspaper of general circulation within the Township, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Township of the details of the proposed Contract and the rights of referendum thereunder.

2. <u>Publication of Notice</u>. The Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. <u>Reimbursement Declarations</u>. The Township makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the Township reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the Authority or the Township.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the Improvements which were or will be paid subsequent to sixty (60) days prior to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Improvements, including issuance costs, shall not exceed \$5,000,000.

4. <u>Rescission</u>. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2024-02 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 6, 2024.

Heather Janell Roe

Heather Jarrell Roe, Clerk Charter Township of Ypsilanti

NOTICE OF INTENT TO EXECUTE TAX-SUPPORTED CONTRACT AND OF RIGHT TO <u>PETITION FOR REFERENDUM THEREON</u>

TO THE TAXPAYERS AND ELECTORS OF THE CHARTER TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Township") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire and construct certain water supply system improvements, consisting of the acquisition, construction and installation of improvements in the Sugarbrook neighborhood in the Township, including installation of new water mains and connectors, together with all necessary appurtenances and attachments thereto, to serve the Township and will issue its bonds in the principal amount of not to exceed \$5,000,000 to finance the cost of such improvements for the Township AND THE TOWNSHIP WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

TOWNSHIP'S CONTRACT OBLIGATIONS

It is presently contemplated that said bonds will be in the principal amount of not to exceed \$5,000,000, will payable in not more than twenty (20) annual installments, and will bear interest at the rate or rates to be determined at the time of sale but in no event to exceed the maximum rate of interest per annum permitted by law on the balance of the bonds from time to time remaining unpaid. The Contract includes the Township's pledge of its limited tax full faith and credit for the prompt and timely payment of the Township's obligations as expressed in the Contract. THE TOWNSHIP WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE TOWNSHIP TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE TOWNSHIP TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

The Contract will become effective and binding upon the Township without vote of the electors as permitted by law unless a petition requesting an election on the question of the Township entering into the Contract, signed by not less than 10% of the registered electors of the Township, is filed with the Township Clerk within forty-five (45) days after publication of this notice. If such petition is filed, the Contract cannot become effective without an approving vote of a majority of electors of the Township qualified to vote and voting on the question. The Contract is on file at the office of the Township Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the Township Clerk's office.

Heather Jarrell Roe Clerk, Charter Township of Ypsilanti

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CHARTER TOWNSHIP OF YPSILANTI 2024 BUDGET AMENDMENT # 2

February 6, 2024

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

213 - BIKE, SIDEWALK, REC, ROADS FUND (BSRII)

Request to increase the township portion of the MDNR grant for the Clubview tennis and pickleball court construction. The initial budget for construction was budgeted at \$248,000 and the bid came in at \$279,200, the additional \$31,200 will be the Township's responsibility. This will be funded by an appropriation of prior year fund balance.

| Revenues: | Prior Year Fund Balance | 213-000-699.999 | \$31,200.00 |
|---------------|-----------------------------------|------------------|-------------|
| | | Net Revenues | \$31,200.00 |
| Expenditures: | Capital Clubview Park improvement | 213-901-974.026 | \$31,200.00 |
| | | Net Expenditures | \$31,200.00 |

Request to increase the budget for the Community Center Park tennis and pickleball court construction. The initial budget for construction was budgeted at \$300,400 and the bid came in at \$407,985, the additional \$107,585 will be the Township's responsibility. This will be funded by an appropriation of prior year fund balance.

| Revenues: | Prior Year Fund Balance | 213-000-699.999 | \$107,585.00 |
|---------------|--------------------------------------|------------------|--------------|
| | | Net Revenues | \$107,585.00 |
| Expenditures: | Capital Community Center Park Improv | 213-901-975.520 | \$107,585.00 |
| | | Net Expenditures | \$107,585.00 |

266 - LAW ENFORCEMENT FUND

Total Increase \$30,000.00

Request to increase the budget for Cyber Security Services for training and education. This will be funded by an appropriation of prior year fund balance.

| Revenues: | Prior Year Fund Balance | 266-000-699.999 | \$30,000.00 |
|---------------|-------------------------|------------------|-------------|
| | | Net Revenues | \$30,000.00 |
| Expenditures: | Contractual Services | 266-301-818.000 | \$30,000.00 |
| | | Net Expenditures | \$30,000.00 |

Total Increase \$138,785.00

Motion to Amend the 2024 Budget (#2)

Move to increase the Bike, Sidewalk, Rec, Roads Fund (BSRII) budget by \$138,785 to \$3,727,400 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$30,000 to \$9,636,116 and approve the department line item changes as outlined.



SUBSCRIPTION AGREEMENT

This Subscription Agreement ("Agreement") is entered into by SensCy, Inc., ("SensCy") and The Charter Township of Ypsilanti ("Client"), (each a "<u>Party</u>" and, collectively, the "<u>Parties</u>"), as of the date signed below. This Agreement applies to SensCy's Service.

<u>Service</u>. SensCy shall provide on-going feedback and assistance to the Client to improve the Client's cybersecurity risk profile ("Services"). A Client Advocate will be assigned to the Client to develop and assist in the implementation of a cyberhealth plan and the monitoring of the Client's cybersecurity related activities. SensCy will also provide a technology platform to the Client which will have key metrics on the Client's cyberhealth (the "Platform"). The Client is responsible for providing the people and resources needed to implement agreed upon recommendations and activities. Exhibit B outlines a list of SensCy deliverables along with client responsibilities, both of which can contribute improved cyberhealth.

License Grant. Subject to the terms and conditions hereof, SensCy grants to Client, for the Term identified below, a limited non-exclusive, non- transferable license to access and use the Platform. The features and functionality of the Platform may vary depending on the level of the Service provided pursuant to this Agreement. All rights not expressly granted to Client in this Agreement are reserved by SensCy, and Client may not use the Platform in any manner not expressly authorized by this Agreement. Client may use the Platform for its internal business operations only and not by, or for the benefit of, any affiliate, subsidiary, parent company or any other third party. Client shall not: remove or destroy any proprietary rights marks or legends on or in the Platform; modify, enhance, adapt, translate, or create derivative works of the Platform; transfer, distribute, assign, sublicense, rent, lease, export or sell the Platform; create an Internet "link" to the Platform or "frame" or "mirror" the Platform on any other server or Internet-based device; decompile, disassemble, or reverse engineer the Platform; or make copies of the Platform. SensCy may make changes to the Platform, at its discretion, provided that it does not materially reduce the features or functions of the Platform. The terms for the Platform in this Agreement apply to any updates, upgrades, new releases, and other bug fixes, patches, or changes, enhancements, or modifications to the Platform and/or that SensCy make generally commercially available.

<u>Fees and Payment Terms</u>. The Subscription Fee Schedule is attached as Exhibit 'A' to this Agreement. The fees for the Services and Platform ("Subscription Fee") will be invoiced by SensCy, and all payments are due as stated in the Exhibit. Client acknowledges that its failure to pay timely any of the fees payable hereunder will be a material breach of this Agreement for which SensCy may, in addition to pursuing payment and all other remedies, withhold or suspend the Service and Platform, and/or terminate this Agreement. Any revision to terms of this Agreement will be made by the written agreement of the parties.

<u>Term and Termination</u>. The initial term of this Agreement shall commence upon the Effective Date and continue for one year thereafter unless expressly stated otherwise in the Exhibit A to the Agreement (the "<u>Initial Term</u>"). The Agreement shall thereafter be renewed for successive one-year periods (each such period a "<u>Renewal Term</u>" and together with the Initial Term, being the "<u>Term</u>"). The Client/Township has the right to opt of the renewal term so long as SensCy receives thirty (30) days



advanced written notice. SensCy may terminate the Agreement and services in case of non-payment of fees by Client with ten (10) days' notice. Upon termination of this Agreement, Client will cease all use of the Service and destroy any Documentation and/or copies of the Service in Client's possession or control.

<u>Proprietary Rights, Confidentiality, and Restrictions</u>. Both Parties acknowledge that confidential information will be shared in their relationship. To ensure adequate protection, the Parties agree to execute the attached Mutual Confidentiality Agreement which covers the treatment of confidential information and the non-solicitation of employees. SensCy owns and shall retain all rights, title and interests, including all intellectual property rights, in and to its Services and the Platform. To the extent that Client acquires or owns any rights in recommendations or comments regarding the Services and the Platform which are incorporated into the Services or the Platform, Client hereby irrevocably assigns, transfers and conveys all of its rights, title and interests in and to such materials to SensCy, and agrees to assist SensCy and/or execute any documents reasonably necessary for SensCy to perfect, record and/or enforce its rights in the materials.

<u>Warranty</u>. The Services and Platform are provided "as-is", without warranty of any kind or nature. SensCy disclaims all other warranties, express or implied, including any warranty of merchantability, fitness for a particular purpose or noninfringement and any warranties arising out of course of dealing or usage in trade.

SensCy does not guarantee or provide a warranty that the Client will not be subject to a successful cyberattack. The Services and Platform when properly implemented by the Client should reduce the Client's cybersecurity risk profile; but is not possible to guarantee or warrant that a cyberattack could not damage the Client or limit the ability of the Client to recover from such an attack.

Indemnification. SensCy shall defend, at its sole expense, any third party claim, demand or suit ("Claim") against Client alleging that Client's authorized use of the Platform infringes a third party's U.S. patent, copyright, trademark, trade secret or other intellectual property right, and shall indemnify and hold Client harmless from and against any and all damages, fines, penalties, costs, expenses and/or fees (including reasonable attorneys' fees) awarded or assessed against Client in association with the Claim, or reached through a negotiated settlement of the Claim. In order to receive indemnification under this Section, Client must promptly notify SensCy of the assertion of the Claim; allow SensCy to retain sole and exclusive control over the defense and/or settlement of the Claim. This Section sets forth each party's sole indemnification obligations and indemnification remedies in association with the Claims described above.

<u>Limitation of Liability.</u> Except as otherwise required by law, the liability of SensCy and its licensors to Client for the use of the Service and Platform, for any error or defect in the Service or Platform, for the provision of training, for assistance with insurance applications, for providing referrals to other service providers, or for other services in connection therewith, however caused, and on any theory of liability, including contract, strict liability, negligence or other tort, shall be limited to direct damages not to



exceed any fees paid to SensCy for one year hereunder. In no event will SensCy or its licensors be liable for any indirect, incidental, special, punitive, or consequential damages, including damages for loss of profits, business, revenue, data, or data use, even if advised of the possibility of such damages. These limitations will apply notwithstanding the failure of the essential purpose of any remedy.

The limitations of liability set forth in this Agreement reflect the allocation of risk negotiated and agreed to by the Parties. The Parties would not enter into this Agreement without these limitations on its liability. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

General. The relationship of the Parties created by this Agreement is that of independent contract. Each Party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose. Neither Party shall have the right, power or authority to act or to create any obligation, express or implied, on behalf of the other, or to bind the other Party to any document or representation. Either Party may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without the other Party's prior written consent, and any attempted assignment without such consent will be null and of no effect. Notwithstanding the foregoing, SensCy may assign this Agreement, without Client's consent, to an affiliate in connection with any acquisition, merger or sale of assets. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, communications, and understandings with respect to the evaluation of the Service and shall be construed in accordance with the laws of the State of Michigan. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the State of Michigan and governed by Laws of the State of Michigan and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. All notices required or permitted under this Agreement will be in writing and delivered in person, by confirmed facsimile transmission or by overnight delivery service and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or to such other address as may be specified by either party to the other in accordance with this Section. If any current or future provision of this agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this agreement will not be affected. The provisions of this Agreement regarding ownership, confidentiality, disclaimer of warranties, and limitation of liability shall survive the termination of the Agreement.



SensCy Inc.:

| Representative: Bhushan Kulkarni | |
|---------------------------------------|---|
| Sighushan kulkarni FC3969FBEF5D433 | _ |

Title: COO

2/13/2024 Date:

Client:

Name: Charter Township of Ypsilanti

Address: 7200 Huron River Drive Ypsilanti, MI 48197

Representative: Brenda L. Stumbo Brunda L. Stumbo Signature:

Representative: Heather Jarrell Roe bocusigned by: ftenfluere: Jarrell Koc OSEC5CB6CC9E410... Title: Township Supervisor

2/13/2024 Date:

Title: Township Clerk

2/14/2024 Date:



EXHIBIT A

| SensCy Service License | Annual Subscription Fee | |
|---|-------------------------|--|
| | | |
| Standard Annual Subscription | \$18,000.00 | |
| Government Discount 10% | (\$1,800.00) | |
| Citizen Cyber Program (Up to 10K individual residents) | \$13,000.00 | |

Total Due: \$29,200.00

Standard annual subscription amount is due in advance through ACH or check.

5% service charge applies if the annual license fee is paid using monthly payment plan.

We would bill for reasonable travel time and expenses for any requested travel to your location(s).



EXHIBIT B

SensCy deliverables with client responsibilities

| Deliverable | Interval | Client Responsibility | Client Time Commitment |
|---|--|---|----------------------------------|
| Onboarding | 4 - 6 Weeks (includes process to onboard new clients to our portal, add users, develop cyberhealth plan and deliver incident response plan.) | | |
| Assign SensCy Cyber Advocate | At Kickoff | n/a | n/a |
| Client Kickoff Call | Once | Provide point of contact | 30 minutes |
| Initial Cyberhealth Evaluation/Assessment | Once/during onboarding | Provide a point of contact with knowledge of I.T. systems/policies | 60 minutes |
| Cyberhealth plan & incident response plan | Annually | Provide a point of contact with knowledge of I.T. systems/policies | 60 minutes |
| Ongoing Client SuccessMonthly (includes our on-going full cybersecurity s proactively provide to our clients, guided by SensC Advocate) | | , | |
| Confirmation of key cyberhealth activities, phishing results | Monthly | Provide a point of contact with knowledge of I.T. systems/policies | 15 – 30 minutes |
| Notification to client of threat activity/identified vulnerabilities | As needed | Provide a point of contact with knowledge of I.T. systems/policies | 15 – 30 minutes |
| Phishing Campaigns | Every other month | All employees with company email address | 1-5 minutes |
| Briefings to leadership team, key stakeholders, or board | Annual | Schedule stakeholders for briefing | 30 minutes |
| Cybersecurity awareness training & policy training | Every other month | Provide SensCy with list of employee names, email addresses Commit to requirement for employees to complete training | 5 - 10 minutes (per employee) |

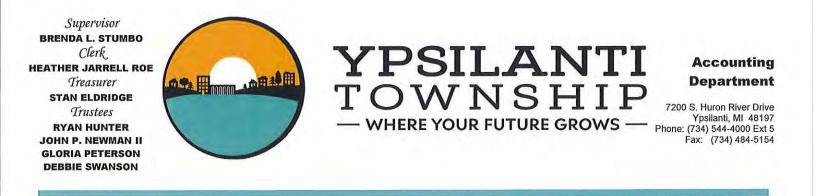


| Citizen Cyber | | | |
|---|------------------|--|--|
| Quarterly one-hour sessions with Township residents to be scheduled collaboratively | Quarterly | Provide space for the community discussion or virtual room | 90 minutes |
| Promote and Market the Citizen Cyber Program | On - Going | Ypsilanti Township website and have a place for them to sign for the education and awareness training. Ypsilanti Township will provide this list to SensCy quarterly | On-Going |
| Individual Resident Sign Up During Open Enrollment Periods | 3-4 times a year | Resident will provide Name, email address and have them check a box validating they are an individual resident of Ypsilanti Twp | 60-90 Day Enrollment Period Time |
| Regular Maintenance | On-Going | The Township assigns a person to assist with the administration of the sign ups (ex. XLS files) Schedule Quarterly 1 hour meetings via zoom or in person for "help desk" like services for the residents. | On-Going Quarterly |



Additional SensCy deliverables

- SensCy will independently measure Client's cyberhealth through assessment and provide Client with a SensCy Score
- SensCy will develop a prioritized action plan to help improve Client's cyberhealth
- SensCy will write/update a cybersecurity guide including policies for Client
- SensCy will provide on-line automated cybersecurity training for Client employees
- SensCy will perform external vulnerability scans and phishing campaigns, notify Client of any concerns, and provide suggested remediations
- SensCy will monitor the Dark Web, notify Client and provide suggested remediations
- SensCy will help develop a meaningful incident response plan
- SensCy will assign a Cybersecurity Advocate to Client
- SensCy will coordinate and partner with Client's internal and/or external IT resources for cybersecurity
- SensCy will provide advice on how to correct any issues that are found
- SensCy will offer cybersecurity briefing for Client's leadership team, key stakeholders or board as outlined above
- SensCy will help Client with the process to acquire and renew cybersecurity insurance coverage how to apply, properly fill out forms, address ransomware risk, and what can be done to reduce cybersecurity premiums
- SensCy will recommend specialized vendors to Client to help address specific areas of need, at discounted costs whenever possible
- SensCy's Cybersecurity Advocate will be available to Client during normal business hours 9am to 5pm Eastern Standard Time. For cybersecurity emergencies, outside of normal business hours, a SensCy representative will be available
- SensCy will provide a cover letter to Client after the cyberhealth evaluation with details of the evaluation



STATEMENTS AND CHECKS

FEBRUARY 20, 2024 BOARD MEETING

| GRAND TOTAL - | \$ | 1,051,902.91 |
|---------------------------|-----|--------------|
| CREDIT CARD PURCHASES- | \$_ | 23,053.94 |
| HAND CHECKS - | \$ | 577,348.29 |
| ACCOUNTS PAYABLE CHECKS - | \$ | 451,500.68 |

Clarity Health Care Deductible -

ACH EFT - \$33,149.66 (DEC) \$58,966.35 (JAN)

ADMIN FEE - \$2,112.57 (DEC) \$1,905.51 (JAN)

| 02/14/2024 03:43 PM User: mharris DB: Ypsilanti-Twp | | CHECK REGISTER FOR CHECK NUM | Page: 1/1 | |
|---|--------------------------------------|---|--|--|
| Check Date | Check | Vendor Name | Description HAND CHEC | KS Amount |
| Bank AP AP | | | | |
| 02/06/2024 02/06/2024 02/06/2024 | 195844 195845 195846 | CHARTER TOWNSHIP OF SUPERIOR COMCAST COMCAST | ACCT. #HURO-007200-0000-01 ACCT. #8529 10 234 0884997 ACCT. #8529 10 234 0124352 | 40.82 152.95 129.28 |
| 02/06/2024 02/06/2024 | 195847 195848 | COMCAST COMCAST CABLE | ACCT. #8529 10 234 0279396 ACCT. #8529 01 001 0000523 (CAMERAS) | 162.50 9,004.75 |
| 02/06/2024 02/06/2024 | 195849 195850 | GUARDIAN ALARM VERIZON WIRELESS | CUSTOMER #54144 ACCT. #742203150-00001 ACCT. #542198411-00001 | 500.46 2,632.24 225.10 |
| 02/06/2024 02/06/2024 | 195851 195852 195853 | VERIZON WIRELESS WASTE MANAGEMENT WASTE MANAGEMENT | ACCT. #542196411-00001 ACCT. #6-98680-82001 ACCT. #16-27603-32004 | 923.27 364.96 |
| 02/06/2024 02/06/2024 02/06/2024 | 195855 195855 | WASTE MANAGEMENT WASTE MANAGEMENT WASTE MANAGEMENT | ACCT. #6-98156-42005 ACCT. #6-96630-02003 | 203.20 224,780.16 |
| 02/06/2024 02/07/2024 02/07/2024 | 195856 195857 195858 | YPSILANTI COMMUNITY CONSTELLATION NEW ENERGY DTE ENERGY | ACCT. #2-037-360000-01 ACCOUNT #BG-301569 STREETLIGHTS - DECEMBER 2023 | 179.53 9,843.46 92,117.20 |
| 02/07/2024 02/07/2024 02/07/2024 | 195858 195859 195860 | DIE ENERGY G & K FLOOR COVERING | GAS & ELECTRIC INVOICES REMAINING BALANCE FOR CARPET TILES FOR E | 3,580.36 613.00 |
| 02/07/2024 | 195861 | MICHIGAN MUNICIPAL LEAGUE | INSURANCE & BONDS | 227,949.00 |
| 02/07/2024 | 195862 | YPSILANTI COMMUNITY | ACCT. #4-085-803600-02 ACCT. #4-070-428255-01 ACCT. #2-044-523700-01 | 142.30 105.22 136.82 |
| | | | | 384.34 |
| 02/09/2024 02/09/2024 02/09/2024 02/09/2024 | 195863 195864 195865 195866 | COMCAST VERIZON WIRELESS WASTE MANAGEMENT WASTE MANAGEMENT | ACCT. #8529 10 234 0186229 ACCT. #342201808-00001 ACCT. #14-44697-63004 ACCT. #20-37335-53005 | 188.95 735.63 175.09 75.31 |
| 02/09/2024 | 195867 | YPSILANTI COMMUNITY | ACCT. #4-037-360100-01 ACCT. #4-037-360200-01 ACCT. #4-074-535400-01 ACCT. #4-083-487600-01 ACCT. #4-085-789900-01 ACCT. #4-085-803450-01 ACCT. #4-087-560100-01 ACCT. #4-087-560200-01 | 115.30 135.55 95.69 128.80 129.44 108.55 169.30 31.29 |
| | | | | 913.92 |
| 02/14/2024 02/14/2024 | 195868 195869 | COMCAST WEX BANK | ACCT. #8529 10 234 0586337 WEX CREDIT CARD CHARGES ENDING JAN 2024 | 71.84 1,400.97 |
| AP TOTALS: | | | | 577,348.29 |
| Total of 26 Ch Less 0 Void Ch | | | | 0.00 |
| | | | | |

Total of 26 Disbursements:

577,348.29

| 02/15/2024 12:38 PM User: mharris DB: Ypsilanti-Twp | | CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/6 CHECK NUMBERS 195870 - 195975 | | | | |
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| Bank AP AP | | | | | | |
| 02/20/2024 02/20/2024 02/20/2024 02/20/2024 | 195870 195871 195872 195873 | 4IMPRINT AAMCO TRANSMISSIONS AND ACCUSHRED LLC ALLIE BROTHERS, INC. | WATER BOTTLES FOR COMMUNITY CENTER #76 MISC REPAIRS SHRED SERVICES UNIFORM HAT BADGE | 566.50 2,609.38 71.75 122.00 | | |
| 02/20/2024 | 195874 | AMAZON CAPITAL SERVICES | HEAVY DUTY NOZZLE PANTS/BUNGEE CORDS/PENS L-SHAPED CORNER DESK - SUPERVISOR OFFICE TOOLS BARCODE SCANNER STAND ASUS PROART DISPLAY UNIFORM PANTS, INK AND SHIRT FOLDER BOAR IPAD ACCESSORIES HUMIDIFIER MAINTENANCE KIT OFFICE SUPPLIES OFFICE SUPPLIES - HR CABLE LABEL MAKER OFFICE SUPPLIES POWER STRIP SURGE PROCTECTOR - RECREATIO PICKLEBALL NET - RECREATION BLUETOOTH OUTDOOR SPEAKER - RECREATION SFP+ CABLES CREDIT MEMO | 68.97 230.75 683.00 83.96 145.50 731.96 309.81 106.99 54.28 195.27 65.92 472.68 52.72 29.99 84.99 169.00 39.98 (63.36) 3,462.41 | | |
| 2/20/2024 | 195875 | ANN ARBOR TOWNSHIP FIRE DEPARTMENT | DRIVER'S TRAINING - WILLIAMS DRIVER'S TRAINING - VAN PELT | 50.00 50.00 100.00 | | |
| 02/20/2024 02/20/2024 02/20/2024 | 195876 195877 195878 | ASCENTIS CORPORATION ASPHALT SPECIALISTS, INC ATCHINSON FORD | NOVATIME RENEWAL BOND REFUND - 5577 WHITTAKER ROAD EXHAUST MANIFOLDS REPLACEMENT FOR 71 | 266.50 915.00 4,342.57 | | |
| 02/20/2024 | 195879 | AUTO VALUE YPSILANTI | #704 NEW BATTERY, #76 NEW BATTERY ITEMS FOR NEW TRUCK DEF OIL AND OIL FILTER FOR ROUGH UNITS | 280.79 99.27 207.79 95.80 683.65 | | |
| 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 | 195880 195881 195882 195883 195884 | B-BALL SKILLS LLC BARR ENGINEERING COMPANY BELINDA KINGSLEY BOUND TREE MEDICAL, LLC. BRANDON SLAVEN | B-BALL SKILLS PAYOUT 1/23-2/6 2024 PROFESSIONAL SERVICES FROM 1/1 2024 TO 1 REIMBURSEMENT FOR COST OF TRAINING FOR P ITEMS FOR ALL FIRE TRUCKS 2024 CLOTHING ALLOWANCE | 300.00 8,798.50 250.00 79.51 120.00 | | |
| 02/20/2024 | 195885 | BRENDAN SULLIVAN | RECOVERY COURT RESEARCH RECOVERY COURT RESEARCH | 121.89 40.63 162.52 | | |
| 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 | 195886 195887 195888 195889 195890 195891 | BRIXMOR PROPERTY GROUP BRS PERMITTING BRUCE JOHNSON BS & A SOFTWARE CARLISLE WORTMAN ASSOCIATES, INC. CARLISLE WORTMAN ASSOCIATES, INC. | BOND REFUND - REVIEW ESCROW BD PAYMENT REFUND - 5577 BIG PINE DR 2023 MEDICARE REIMBURSEMENT BS&A SOFTWARE PERMIT APPLICATION SERVICE PLANNING CONSULTATION FROST MUSIC VENUE | 525.00 82.50 1,978.80 978.00 217.50 1,480.00 | | |

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| Check Date | Check | Vendor Name | Description | Amount |
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| 02/20/2024 02/20/2024 02/20/2024 | 195892 195893 195894 | CARLISLE WORTMAN ASSOCIATES, INC. CARLISLE/WORTMAN ASSOCIATES CARLISLE/WORTMAN ASSOCIATES | HOLIDAY INN EXPRESS - JOE HALL DRIVE GENERAL CONSULTATION AND PROJECT UPDATES CULVERS MEETING PREP AND ATTENDANCE | 1,052.50 290.00 217.50 |
| 02/20/2024 | 195895 | CATALIS COURTS AND LAND RECORDS | ONLINE TICKET SERVICES MONTHLY FEE ONLINE TICKET SERVICES MONTHLY FEE | 291.60 291.60 583.20 |
| 02/20/2024 | 195896 | CDW GOVERNMENT INC | ADOBE CLOUD RENEWAL 13 DELL LATITUDE LAPTOPS FOR ELECTIONS | 8,188.00 11,481.21 19,669.21 |
| 2/20/2024 2/20/2024 | 195897 195898 | CERTASITE, LLC CHARLES POPE | INSTALLATION OF LOCK BOX VISITING JUDGE | 149.45 441.54 |
| 02/20/2024 | 195899 | CINTAS CORPORATION | FIRST AID CABINET SERVICE - 2/6/24 MONTHLY SERVICE FOR AED AT CRC FIRST AID CABINET SERVICE - 2/6/24 FIRST AID CABINET SERVICE - 2/6/24 FIRST AID CABINET SERVICE - 2/6/24 | 7.38 130.50 102.13 42.67 82.21 7.38 372.27 |
| 2/20/2024 2/20/2024 | 195900 195901 | COLMAN-WOLF SANITARY SUPPLY CO CONTI | TRASH BAGS - LEC GARAGE CAMERA REPLACEMENT | 243.58 1,792.08 |
| 02/20/2024 | 195902 | CRYSTAL FLASH, INC. | FORD LAKE PARK: REFILL GAS FUEL TANK - S FUEL FOR HQ - DIESEL FORD LAKE PARK: REFILL DIESEL FUEL TANK FORD LAKE PARK: REFILL GAS FUEL TANK - S FUEL FOR HQ - DIESEL FUEL FOR HQ - REGULAR CREDIT MEMO | 741.59 1,685.96 267.67 777.91 1,685.96 466.54 (1,685.96) 3,939.67 |
| 02/20/2024 | 195903 | EMERGENCY MEDICAL PRODUCTS | GLOVES FOR ALL STATIONS GLOVES FOR ALL STATIONS | 526.92 136.72 663.64 |
|)2/20/2024)2/20/2024 | 195904 195905 | EMERGENT HEALTH PARTNERS GAIL HONEYWELL | FIRE DISPATCHING SERVICES REFUND - ADULT FITNESS GET FIT | 8,430.55 30.00 |
| 02/20/2024 | 195906 | GENE BUTMAN FORD | AUTO MAINTENANCE AUTO MAINTENANCE | 209.22 419.53 628.75 |
| 02/20/2024 | 195907 | GRAINGER. | EXIT DOOR ALARM CYLINDER, KEYED ALLILKE MAINTENANCE SUPPLIES AND SIGNAGE MAINTENANCE SUPPLIES AND SIGNAGE WORK BOOTS ALLOWANCE- SARANEN WHITE BOARD | 33.19 56.76 25.86 209.47 394.47 719.75 |
| 02/20/2024 02/20/2024 | 195908 195909 | HASTINGS AIR-ENERGY CONTROL HERITAGE-CRYSTAL CLEAN, LLC | TAILPIPE ADAPTER FOR 2 NEW TRUCKS MACHINE SERVICE | 832.53 360.43 |

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|--|--|--|---|---|
| 02/20/2024 | 195910 | HOME DEPOT | INSECT TRAPS & REFILLS - CIVIC SNOW/ICE SCRAPER - HESSON SUPPLIES FOR P&G GARAGE - CONDUIT, STRAP PARKS GARAGE MDF PANELS (INV#7372442) WIRE FOR USE IN PARKS GARAGE (INV#537178 HARDWARE & SUPPLIES FOR P&G SQ. BOX/COVE PARKS GARAGE - STUDS & SCREWS (INV#53601 CIVIC MAINT. TOOLS - BULBS, BLEACH, WIPE MAINT. SUPPLIES (CIVIC) & BATTERIES FOR GLUE AND SCREWS FOR PARKS GARAGE (INV#13 MAINT. & P&G SUPPLIES - BATTERIES, HARDW MAINTENANCE TOOLS - GOLF MAINTENANCE | 65.82 9.97 156.74 116.88 117.74 18.98 80.95 168.23 75.21 57.90 163.99 747.20 |
| 02/20/2024 | 195911 | HORNUNG'S | OPERATING SUPPLIES AND ACCESSORIES FOR R | 310.53 |
| 02/20/2024 | 195912 | HOWLETT LOCK & DOOR | BOILER ROOM DOOR REPLACEMENT INSTALL NEW KEYPAD-OVERHEAD DOOR REPLACE LOCKS HYDRO | 4,345.90 658.66 1,542.00 6,546.56 |
| 02/20/2024 02/20/2024 | 195913 195914 | JIBRIL NAEEM JOEL ROBERTS | DEC AND JAN MEMBERSHIP AND WINTER SESSIO 2023 MEDICARE REIMBURSEMENT | 2,558.50 1,978.80 |
| 02/20/2024 | 195915 | KNOWBE4 INC | KNOWBE4 TRAINING KNOWBE4 TRAINING | 2,856.60 1,863.00 4,719.60 |
| 02/20/2024 02/20/2024 02/20/2024 | 195916 195917 195918 | LANGUAGE LINE SERVICES LANSING SANITARY SUPPLY, INC LINDE GAS & EQUIPMENT INC | JANUARY 24 SERVICES - INTERPRETING FOAM SOAP - LEC & CC OXYGEN RENTAL | 679.89 314.38 343.79 |
| 02/20/2024 | 195919 | LOWE'S | PARKS GARAGE, KITCHEN TABLE - ROLLER, RO MAINTENANCE TOOLS - SAW BLADE & STRAIGHT CREDIT | 123.84 87.36 (7.01) 204.19 |
| 02/20/2024 | 195920 | MACQUEEN EMERGENCY GROUP | TECHICAL RESCUE BOOTS FOR FF BROUILLETTE TECHNICAL RESCUE BOOTS FOR FF ROLAND/ QU | 646.07 646.07 1,292.14 |
| 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 | 195921 195922 195923 195924 195925 195926 195927 | MCLAIN AND WINTERS MCMASTER-CARR MENARDS, INC. MICHAEL J. CROMER MICHIGAN CHAPTER - I.A.A.I. MICHIGAN DEPARTMENT OF STATE MICHIGAN DISTRICT JUDGES ASSOC | LEGAL SERVICES - JANUARY 2024 HARDWARE FOR VALVE CAGES MAINT. TOOLS/P&G GARAGE - GROUND WIRE, C NEW WORK BOOTS FOR 2024 MEMBERSHIP FEES FOR FIRE MARHSALL WALLGR BOAT #500 WATERCRAFT RENEWAL TAGS MEMBERSHIP FEE FOR JUDGE WASHINGTON | 154,792.32 121.92 83.46 150.00 25.00 42.00 350.00 |
| 02/20/2024 | 195928 | MICHIGAN LINEN SERVICE, INC. | LINEN SERVICE FOR STATION HQ MAINT. GARAGE LINEN SERVICE 1/30/24 (INV LAUNDRY FOR CIVIC CENTER 1/30/2024 (INVO LAUNDRY SERVICES 2024 LAUNDRY SERVICES 2024 LAUNDRY SERVICES 2024 COVERALLS LINEN SERVICE FOR STATION 3 | 190.40 24.00 101.10 24.00 24.00 24.00 180.00 86.26 |

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| User: mharris DB: Ypsilanti-Twp | | CHECK NUME | ERS 195870 - 195975 | |
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| Check Date | Check | Vendor Name | Description | Amount |
| Check Date | Check | vendor Name | LINEN SERVICE FOR STATION HQ LINEN SERVICE FOR STATION 4 WEEKLY LINEN SERVICES LINEN SERVICE FOR STATION 3 LINEN SERVICE FOR STATION 4 MAINT. GARAGE LINEN SERVICE 2/6/24 (INV# LINEN SERVICE FOR COMMUNITY CENTER 2/6/2 LAUNDRY FOR CIVIC CENTER 2/6/2024 (INV0I LINEN SERVICE FOR COMMUNITY CENTER 1/30/ WEEKLY LINEN SERVICES LAUNDRY SERVICES 2024 WEEKLY LINEN SERVICES LINEN SERVICE FOR STATION HQ MAINT. GARAGE LINEN SERVICE 1/23/24 (INV LINEN SERVICE FOR COMMUNITY CENTER 1/23/ LAUNDRY FOR CIVIC CENTER 1/23/2024 (INVO WEEKLY LINEN SERVICES LINEN SERVICE FOR STATION 4 LINEN SERVICE FOR STATION 4 LINEN SERVICE FOR STATION 3 | 190.40 85.03 70.00 86.26 85.03 24.00 49.50 101.10 49.50 70.00 24.00 68.50 190.40 24.00 103.50 101.10 68.50 85.03 85.03 86.26 |
| | | | | 2,215.87 |
| 02/20/2024 02/20/2024 02/20/2024 | 195929 195930 195931 | MICHIGAN STATE FIREMEN'S ASSOC MIDWEST ENVIRO SOLUTIONS OAKLAND COUNTY | FIRE OFFICER BOOKS REMOVE AND REPLACE BATH ENT AND DUCT CLEMIS QUARTERLY BILL | 244.59 550.00 2,097.25 |
| 02/20/2024 | 195932 | OFFICE EXPRESS | BUSINESS CARDS - ROBIN CASTLE-HINE BUSINESS CARDS - OCS COPY & CARD STOCK PAPER | 30.00 30.00 485.72 545.72 |
| 02/20/2024 02/20/2024 | 195933 195934 | OKINAWAN KARATE CLUB ONSITE SUBSTANCE ABUSE TESTING | PAYMENT FOR WINTER SESSION 1 RECOVERY COURT DRUG TESTING | 486.50 162.00 |
| 02/20/2024 | 195935 | ORCHARD, HILTZ & MCCLIMENT INC | CALIBER COLLISION - DET ENG REVIEWS HOLIDAY INN - SITE PLAN REVIEW TYLER ROAD COLD STORAGE - DET ENG REVIEW VISIBLE LEARNING CENTER - DET ENG REVIEW KALITTA TURBINES EXPANSION - DET ENG REV SHEETZ GAS STATION - MEETINGS FROST MUSIC VENUE - SITE PLAN REVIEW EMU GOLF TRAINING FACILITY - CE SERVICES CIVIC CENTER PARKING LOT IMPROVEMENTS FINAL INVOICE SPECIES RELOCATION FOR CIV | 733.50 192.00 1,167.00 1,129.50 150.00 350.00 1,547.00 297.25 8,623.75 17.13 14,207.13 |
| 02/20/2024 | 195936 | ORKIN LLC | VERMIN ABATEMENT SERVICES VERMIN ABATEMENT SERVICES VERMIN ABATEMENT SERVICES VERMIN ABATEMENT SERVICES VERMIN ABATEMENT SERVICES | 297.00 99.00 99.00 396.00 297.00 |

| | | | | 1,188.00 |
|--|----------------------------|--|---|-----------------------------|
| 02/20/2024 02/20/2024 02/20/2024 | 195937 195938 195939 | OSBURN INDUSTRIES, INC. PAIGE ROWLAND PARKWAY SERVICES, INC. | SALT PAYMENT FOR INSTRUCTION OF WINTER 24 DAN PORT A JOHN SERVICE - HYDRO | 3,429.06 96.00 130.00 |
| 02/20/2024 | 195940 | PEARLINE DAVIS | RECOVERY COURT PAYROLL RECOVERY COURT PAYROLL | 241.15 296.80 |

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CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 195870 - 195975

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1,182.00

2,788.00

14,376.00

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| | | | | 537.95 | | |
| 02/20/2024 02/20/2024 02/20/2024 | 195941 195942 195943 | PM TECHNOLOGIES, LLC PREMIER SAFETY & SERVICE PRINTING SYSTEMS | GENERATOR AT HQ REPAIR/CAL CONFINE SPACE & SAFETY EQUIPM BALLOT SELECTION POST CARD W/MAILING 202 | 685.00 833.82 800.16 | | |
| 02/20/2024 | 195944 | PRIORITY ONE EMERGENCY | INSTALL EMERGENCY LIGHTS ON P&G VEHICLE LIGHTING AND SIRENS FOR CHIEF DENSMORE V | 3,462.90 2,012.49 5,475.39 | | |
| 02/20/2024 02/20/2024 | 195945 195946 | RANDALL MASCHARKA RANDAZZO MECH HEAT & COOL | PHOTOGRAPHY SERVICES REFUND - PERMIT FEES #PM24-0030 | 500.00 37.50 | | |
| 02/20/2024 | 195947 | RHETT REYES | RECOVERY COURT PAYROLL RECOVERY COURT PAYROLL RECOVERY COURT PAYROLL | 741.75 1,402.88 1,128.75 3,273.38 | | |
| 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 | 195948 195949 195950 195951 | RICOH USA, INC. ROBERT ACTON ROBERTSON MORRISON, INC. S & W PLUS HOME SERVICES CORP | QUARTERLY COPIER CONTRACT ROBERT ACTON CONTRACTUAL INSPECTIONS 1.2 NO HEAT IN BAY AREA @HQ DEPOSIT FOR WINDOW REPAIR PRO SHOP AND C | 138.32 600.00 1,045.50 1,820.00 | | |
| 02/20/2024 | 195952 | SAM'S CLUB DIRECT | SUPPLIES FOR FRONT DESK VENDING SUPPLIES FOR ALL STATIONS | 249.52 171.84 421.36 | | |
| 02/20/2024 02/20/2024 02/20/2024 | 195953 195954 195955 | SHERWIN WILLIAMS COMPANY SIGNS BY TOMORROW SPARTAN DISTRIBUTORS | WALL PAINT FOR HYDRO SAFETY DECAL FOR SIGNS BELTS, BLADES, FILTERS AND PARTS FOR WIN | 137.02 68.00 629.43 | | |
| 02/20/2024 | 195956 | SPICER GROUP | WEST WILLOW PARK IMPROVEMENTS BURNS PARK IMPROVEMENTS COMMUNITY CENTER PARK PRIME PROFESSIONAL CLUBVIEW PARK PRIME PROFESSIONAL SERVICE | 3,500.00 V 2,700.00 V 675.00 V 18,516.00 V 25,391.00 | | |
| 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 02/20/2024 | 195957 195958 195959 195960 195961 195962 195963 195964 195965 195966 195967 195968 | STANDARD PRINTING STATE OF MICHIGAN STATE OF MICHIGAN STEPHEN BROWN STERICYCLE INC TESCO THE KROGER COMPANY THE SWEATSHOP CUSTOM EMBROIDERY ULINE UNITED STATES POST OFFICE UTILITIES INSTRUMENTATION SERV VERIZON CONNECT FLEET USA | ENVELOPES EGLE - APPLERIDGE WELLS (INV#761-1116628 ANNUAL STORM WATER PERMIT WITH EGLE STEVE BROWN CONTRACTUAL INSP 01.20.24 - STERI-SAFE BUDGET SUBSCRIPTION PURCHASE OF 12+2 PASSENGER 50 & BEYOND B SOIL EROSION ESCROW - INSPECTIONS COMPLE YTFD GAME COAT OFFICE CHAIR - COMMUNITY CENTER 50 & BEYOND NEWSLETTER POSTAGE CELL SERVICE AND WEBSITE FEES GPS SERVICES-JAN2024 | $\begin{array}{r} 495.00\\ 580.00\\ 500.00\\ 1,500.00\\ 256.29\\ 119,072.00\\ 575.00\\ 95.00\\ 341.09\\ 1,294.05\\ 1,596.00\\ 673.20\end{array}$ | | |
| 02/20/2024 | 195969 | W.J. O'NEIL COMPANY | BOARD APPROVED P.M. 14B ANNUAL FEE COMM CENTER, AHU TROUBLESHOOT GYM AT COMM CENTER AIR HANDLER REPAIR BOARD APPROVED P.M. CIVIC CENTER ANNUAL BOARD APPROVED P.M. LEC ANNUAL FEE BOARD APPROVED P.M. 14B ANNUAL FEE BOARD APPROVED P.M. COMMUNITY CENTER ANN | $\begin{array}{c} 416.00\\ 596.00\\ 348.00\\ 1,117.00\\ 441.00\\ 416.00\\ 1.182.00\end{array}$ | | |

BOARD APPROVED P.M. COMMUNITY CENTER ANN

BAS PM AGREEMENT - TOWNSHIP HALL,

14-B COURT REPAIRS

02/15/2024 12:38 PM

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 195870 - 195975

25,391.00

451,500.68

User: mharris

| Check | Vendor Name | Description | Amount |
|--------------------------------------|--|--|--|
| | | BOARD APPROVED P.M. LEC ANNUAL FEE BOARD APPROVED P.M. CIVIC CENTER ANNUAL BOARD APPROVED P.M. COMMUNITY CENTER ANN | 441.00 1,117.00 1,182.00 |
| | | | 24,420.00 |
| 195970 195971 195972 195973 | WASHTENAW COUNTY TREASURER# WASHTENAW COUNTY WATER RESOURCES WEINGARTZ WORTHINGTON PRODUCTS INC | 12/2023 BOARD OF REVIEW INVOICE LEDGER VERMIN MANAGEMENT SERVICES PARKS: TRIMMERS NEW/UPDATED SAFETY SIGNS FOR HYDRO STATI | 4,846.29 1,000.00 1,628.97 5,050.50 |
| 195974 | YOUR MEMBESHIP.COM INC. | POSTING OF THE RECREATION SERVICES MANAG POSTING OF THE ASST. MUNICIPAL SERVICES | 100.00 100.00 200.00 |
| 195975 | YPSILANTI ACE HARDWARE | ITEMS FOR NEW TRUCKS MAINT SUPPLIES | 177.14 23.77 |
| | 195970 195971 195972 195973 195974 | 195970WASHTENAW COUNTY TREASURER#195971WASHTENAW COUNTY WATER RESOURCES195972WEINGARTZ195973WORTHINGTON PRODUCTS INC195974YOUR MEMBESHIP.COM INC | BOARD APPROVED P.M. LEC ANNUAL FEE BOARD APPROVED P.M. CIVIC CENTER ANNUAL BOARD APPROVED P.M. COMMUNITY CENTER ANN195970WASHTENAW COUNTY TREASURER# 19597112/2023 BOARD OF REVIEW INVOICE LEDGER VERMIN MANAGEMENT SERVICES PARKS: TRIMMERS 195973195974WORTHINGTON PRODUCTS INCPOSTING OF THE RECREATION SERVICES MANAG POSTING OF THE RECREATION SERVICES MANAG POSTING OF THE ASST. MUNICIPAL SERVICES195975YPSILANTI ACE HARDWAREITEMS FOR NEW TRUCKS |

Total of 106 Checks: Less 1 Void Checks:

Total of 105 Disbursements:

| 02/ | 15/ | 2024 | 12:33 | PM | |
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CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 103 - 104

Page: 1/1

User: mharris

DB: Ypsilanti-Twp

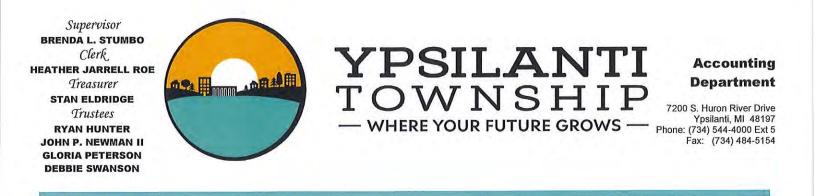
H CARDS ET Description

Amount

Vendor Name Check Date Check

Bank CARDS COMERICA COMMERICAL CARD

| | | | | 180.00 |
|----------------------------------|--------------|---------------|--|-----------|
| 02/20/2024 | 103(E) | COMERICA BANK | MAGISTRATE ASSOCIATION DUES | 1,714.02 |
| | | | ZOHO APPLICATION RENEWALS BOAT MAINTENANCE -PARTS | 126.21 |
| | | | BOAT MAINTENANCE -PARIS BOAT MAINTENANCE -PARIS | 232.52 |
| | | | PAYMENT FINAL WINTER 2024 DANCE COSTUMES | 1,369.74 |
| | | | SALT | 177.83 |
| | | | FOLDING TABLE SMALL | 10.98 |
| | | | MATERIAL FOR VAVLE CAGES | 170.10 |
| | | | BLUEBEAM REVU 20 STANDARD RENEWAL | 357.00 |
| | | | SAFETY SPECIALIST TRAINING FOR ORDINANCE | 1,000.00 |
| | | | SMS SERVICE | 504.00 |
| | | | ANNUAL SUBSCRIPTION TO CONSTANT CONTACT | 638.40 |
| | | | CALENDARS | 50.00 |
| | | | ACTION1 PLATFORM | 1,800.00 |
| | | | HALL OF FAME DANCE COMPETITION FEES | 1,901.38 |
| | | | RANDOM DRUG SCREEN FOR DOT LICENSE - ROW | 45.00 |
| | | | CER TEST | 60.00 |
| | | | CONFERENCE REGISTRATION | 1,880.00 |
| | | | TOOL BOXES FOR P&G TRUCKS | 3,678.65 |
| | | | GROUND SHIPPING FOR EQUIPMENT FOR SERVIC | 17.06 |
| | | | RISEVISION RENEWAL | 508.03 |
| | | | PPE SUPPLIES | 73.02 |
| | | | COVID 19 TEST KITS FOR COMMUNITY | 5,940.00 |
| | | | CHAIRS - HOLMES ROAD | 620.00 |
| | | | | 23,053.94 |
| CARDS TOTALS | ç. | | | |
| | | | | 23,053.94 |
| Total of 1 Che Less 0 Void Ch | | | | 23,033.94 |
| Total of 1 Dis | sbursements: | | | 23,053.94 |
| | | | | |



STATEMENTS AND CHECKS

MARCH 5, 2024 BOARD MEETING

| ACCOUNTS PAYABLE CHECKS - | \$ 616,797.10 |
|---------------------------|------------------|
| HAND CHECKS - | \$ 113,079.63 |
| CREDIT CARDS PURCHASES - | \$ 0.00 |
| GRAND TOTAL - | \$ 729,876.73 |

| 02/27/2024 02 User: mharris DB: Ypsilanti | s | | TER FOR CHARTER TOWNSHIP OF YPSILANTI ECK NUMBERS 195976 - 195978 | Page: 1/1 |
|---|------------------|--------------------------|--|--|
| Check Date | Check | Vendor Name | Description HAND CHEC | Amount |
| Bank AP AP | | | | |
| 02/21/2024 | 195976 | SPICER GROUP | WEST WILLOW PARK IMPROVEMENTS BURNS PARK IMPROVEMENTS COMMUNITY CENTER PARK PRIME PROFESSIONAL CLUBVIEW PARK PRIME PROFESSIONAL SERVICE | 3,500.00 2,700.00 675.00 1,436.75 |
| 02/26/2024 02/26/2024 | 195977 195978 | DTE ENERGY DTE ENERGY | STREETLIGHTS - JANUARY 2024 GAS & ELECTRIC INVOICES | 8,311.75 93,431.19 11,336.69 |
| AP TOTALS: Total of 3 Che Less 0 Void Ch | | | | 113,079.63 0.00 |
| | sbursements: | | | 113,079.63 |

03/05/2024

03/05/2024

195989

195990

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 195979 - 196068

256- GROUNDS MACHINE

CERTIFIED MAILINGS FOR SMALL CLAIMS

MEMBERSHIPS AND PRIVATE LESSONS MADE BET

Amount

1,131.46 85.00 1,216.46

677.56 1,002.92 1,680.48 185.00 750.85 129.51 75.74 13.98 49.98 634.89 461.64 81.60 387.00 80.50 75.00 104.24 158.10 256.64 19.99 44.09 40.16 (8.49)2,604.57 204.20 689.20 630.29 1,319.49

2,219.07 275.11 2,494.18 84.00 42.18 37.56 128.67 181.40 86.93 54.55

69.90

601.19 39.35

215.00

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| Check Date | Check | Vendor Name | Description APChECKS | |
| Bank AP AP | | | | |
| 03/05/2024 | 195979 | AAMCO TRANSMISSIONS AND | #29 REC VAN MISC REPAIRS 82- OIL CHANGE | |
| 03/05/2024 | 195980 | ADVANCE PRINT & GRAPHICS | DAILOY PASSES 2024 ANNUAL PASSES | |
| 03/05/2024 03/05/2024 | 195981 195982 | ALL PRO EXERCISE ALLGRAPHICS CORPORATION | EQUIPMENT MAINTENACE WINTER 2024 YOUTH BASKETBALL SHIRTS | |
| 03/05/2024 | 195983 | AMAZON CAPITAL SERVICES | OFFICE SUPPLIES - ORDINANCE CUSTODIAL SUPPLIES - CIVIC BUSINESS CARD HOLDER - COMMUNITY ENGAGEM OFFICE SUPPLIES - SUPERVISOR SPACE HEATERS & WINDOW PRIVACY FILM - SU ITEMS FOR HQ AND NEW TRUCKS DELL MS116-BK USE MOUSE -BLACK MICROSOFT ERGONOMIC DESKTOP PLATE DEMAGNETIZER TOOL MAGICARD ENDURO YMCKOK OFFICE SUPPLIES - ACCOUNTING SNACK DISPLAY RACK - RECREATION FILE CABINETS - SUPERVISOR CAR MOUNT FOR IPAD ITEMS FOR HQ AND NEW TRUCKS FLOOR CLEANER CREDIT MEMO | |
| 03/05/2024 | 195984 | AMERIGAS - YPSILANTI | PROPANE CHARGES FOR GATE HOUSE | |
| 03/05/2024 | 195985 | ANN ARBOR CLEANING SUPPLY | CUSTODIAL SUPPLIES - 14B COURT CUSTODIAL SUPPLIES - CIVIC | |
| 03/05/2024 | 195986 | APPLIED INNOVATION | 1ST QUARTER 2024 CONTRACT CHARGES 1ST QUARTER 2024 CONTRACT CHARGES | |
| 03/05/2024 | 195987 | ATLANTIC WELDING SUPPLY | TANK RENTAL FEES | |
| 03/05/2024 | 195988 | AUTO VALUE YPSILANTI | MASTRING PAPER AND TAPE FOR PARKS TABLE FRIGED BLUE OIL- SNOW PLOWS ENGINE OIL, FUEL/OIL FILTERS, DEGREASER MISC. SHOP SUPPLIES 255- GROUNDS MACHINE 256- GROUNDS MACHINE | |

AUTOMATED CONFIRMATIONS, LLC

B-BALL SKILLS LLC

02/27/2024 02:43 PM

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CE 5068

Page: 2/6

User: mharris DB: Y ailanti. m

| HECK | NUMBERS | 195979 | - | 196 |
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| DB: Ypsilanti-Twp | | | | |
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| Check Date | Check | Vendor Name | Description | Amount |
| 3/05/2024 | 195991 | BELFOR USA GROUP INC | TEMPORARY REPAIRS-ECORSE 1474 ECORSE TEMP REPAIR 2358 RAVINEWOOD TEMP REPAIRS | 268.17 1,134.20 241.07 1,643.44 |
| 3/05/2024 | 195992 | BILL ERNAT CONSULTING | GRANT SERVICES DEPT OF ENERGY EFFICIENT BLOCK GRANT ACQUIRE GRANTS -FORD LAKE LOOP PROJECT | 1,650.00 1,025.00 400.00 3,075.00 |
| 3/05/2024 3/05/2024 | 195993 195994 | CITY OF YPSILANTI FIRE DEPT. CNA SURETY DIRECT BILL | ICE RESCUE CLASS NOTARY BOND FOR ELIZABETH CUELLAR | 600.00 55.00 |
| 3/05/2024 | 195995 | COLMAN-WOLF SANITARY SUPPLY CO | CUSTODIAL SUPPLIES - CIVIC TRASH BAGS - 14B COURT | 96.87 382.13 479.00 |
| 3/05/2024 | 195996 | CRYSTAL FLASH, INC. | FUEL FOR HQ - REGULAR | 528.00 |
| 3/05/2024 | 195997 | CSI EMERGENCY APPARATUS, LLC | CLASS A FOAM Elevator key set | 1,150.00 1,070.90 2,220.90 |
| 3/05/2024 | 195998 | DANCE WITH ELEGANCE | AEROBIC LINE DANCE WINTER 1 2024 CHICAGO STEPPING WINTER 1 2024 GET FIT WHILE YOU SIT WINTER 1 2024 LINE DANCING WINTER 1 2024 | 193.90 378.00 220.50 571.90 1,364.30 |
| 3/05/2024 3/05/2024 3/05/2024 3/05/2024 3/05/2024 3/05/2024 03/05/2024 03/05/2024 03/05/2024 | 195999 196000 196001 196002 196003 196004 196005 196006 196007 | DANIELLE FIELHAUER DISPUTE RESOLUTION CENTER ELIJAH FRANKS ELITE TECHNICAL SERVICES GROUP EMERGENCY MEDICAL PRODUCTS FIBER LINK FUN TIME SPORTS LLC GARY STAFFORD GENE BUTMAN FORD | ZUMBA & ZUMBA GOLD INSTRUCTION QUARTERLY BILL WINTER 2024 YOUTH BASKETBALL OFFICIAL CONFINE SPACE TRAINING GLOVES FOR ALL STATIONS MISSDIG RESPONSE AND LOCATE SERVICES WINTER 2024 BASEBALL TRAINING WINTER 2024 BASKETBALL OFFICIAL SERVICE FOR FM VEHICLE | 168.00 1,875.00 175.00 900.00 452.64 171.50 490.00 54.00 337.51 |
| 03/05/2024 | 196008 | GLOBAL INDUSTRIAL EQUIPMENT COMPANY | ZEP 30 & 40 - CIVIC ZEP 30 & 40 - CIVIC SPILL CLEANUP KIT FOR FUEL PUMPS | 94.03 214.83 277.89 586.75 |
| 03/05/2024 | 196009 | GOVERNMENTAL CONSULTANT SERVICES | PROFESSIONAL SERVICES RETAINER FEE - FEB | 3,503.85 |
| | | | | |

| 03/05/2024 | 196010 | GRAINGER | CLEANING WIPERS RUBBERMAID LIQUID HAND SOAP - CIVIC | 80.39 145.54 |
|------------|--------|------------------------|--|----------------------------------|
| | | | | 225.93 |
| 03/05/2024 | 196011 | GRIFFIN PEST SOLUTIONS | PEST CONTROL FOR #1 PEST CONTROL FOR #4 PEST CONTROL FOR #3 LEC JUNE PEST SOLUTIONS | 31.00 31.00 31.00 68.00 |

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI

Page: 3/6

70.00

24.00

49.50 190.40

61.75

49.50

101.10

CHECK NUMBERS 195979 - 196068

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| 2 | | | | 161.00 | |
| 03/05/2024 03/05/2024 | 196012 196013 | HAMMER TRUCKING HARTFORD STEAM BOILER INSPECTION | TRUCKING OF BIN BLOCKS ROUTINE OIL TESTING ON TRANSFORMER- 2024 | 400.00 105.00 | |
| 03/05/2024 | 196014 | HOME DEPOT | CONCRETE FASTERNS CONCRETE FASTERNS MAINT. TOOL - KNIFE & WINDOW FILM CIVIC MATERIALS FOR PARKS GARAGE - BOARDS & SC MAINT. SUPPLIES - DRILL BITS (INV#702085 SUPPLIES FOR PIPE LEAK IN CEILING INSECT TRAPS & REFILLS - CIVIC MAINTENANCE SUPPLIES FOR PAINTING THE CI | 18.97 16.97 33.93 40.99 117.82 23.80 76.89 91.18 420.55 | |
| 03/05/2024 03/05/2024 03/05/2024 03/05/2024 | 196015 196016 196017 196018 | INTEGRITY BUSINESS SOLUTIONS LLC J.F. MOORE & ASSOCIATES, LLC JEFFREY WILLIAMS JOSEPH STOUT | ROUND TABLE AND CHAIRS SMALL CLAIMS COURT SERVER FEE 2024 UNIFORM REIMBURSEMENT WINTER 2024 YOUTH TENNIS INSTRUCTOR | 239.96 36.00 45.13 20.00 | |
| 03/05/2024 | 196019 | KBK LANDSCAPING, INC | LEC AND HOLMES RD. SALTING & PLOWING JAN LEC AND HOLMES RD. SALTING & PLOWING JAN | 7,300.00 6,030.00 13,330.00 | |
| 03/05/2024 03/05/2024 03/05/2024 03/05/2024 03/05/2024 | 196020 196021 196022 196023 196024 | KCI LANSING SANITARY SUPPLY, INC LAUREL HANNA LAWRENCE HENDRICKS LEFORGE'S PIPE AND FAB, INC. | 2024 ASSESSMENT NOTICES FOAM SOAP - 14B COURT WINTER 2024 BASKETBALL OFFICIAL WINTER 2024 TENNIS INSTRUCTOR FORD LAKE PARK DOCK LEG EXTENSIONS | 2,357.38 238.66 125.00 70.00 750.00 | |
| 03/05/2024 | 196025 | LOWE'S | MAINT. SUPPLY/TOOLS - ROUTER BITS & SEAM TREE CUTTING SUPPLIES | 131.99 448.52 580.51 | |
| 03/05/2024 03/05/2024 03/05/2024 03/05/2024 | 196026 196027 196028 196029 | LOWER HURON SUPPLY LYRA BOYD MACQUEEN EMERGENCY GROUP MAYA GLENN | URINAL SCREENS - 14B COURT WINTER 2024 BASKETBALL OFFICIAL TECHNICAL LEATHER BOOT DROP IN FEES FITNESS | 150.30 120.00 639.77 73.50 | |
| 03/05/2024 | 196030 | MENARDS, INC. | WALL CABINETS - P&G RENOVATION SUPPLIES - P&G WEED PREVENTION - P&G | 229.98 27.56 32.37 289.91 | |
| 03/05/2024 03/05/2024 | 196031 196032 | MESSENGER PRINTING METCOM | TICKET ENVELOPES CASH RECEIPTS | 443.00 397.80 | |
| 03/05/2024 | 196033 | MICHIGAN LINEN SERVICE, INC. | LEC LAUNDRY SERVICE LEC LAUNDRY SERVICE LINEN SERVICE FOR STATION 3 LINEN SERVICE FOR STATION 4 LAUNDRY SERVICES 2024 | 60.25 61.75 86.26 85.03 24.00 | |

LINEN SERVICE FOR STATION HQ

MAINT. GARAGE LINEN SERVICE 2/13/24 (INV

LAUNDRY FOR CIVIC CENTER 2/13/2024 (INVO

LINEN SERVICE FOR COMMUNITY CENTER 2/13/

LINEN SERVICE FOR COMMUNITY CENTER 2/20/

WEEKLY LINEN SERVICES

LEC LAUNDRY SERVICE

DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 195979 - 196068

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| | | | LAUNDRY FOR CIVIC CENTER 2/20/2024 (INVO MAINT. GARAGE LINEN SERVICE 2/20/24 (INV LINEN SERVICE FOR STATION 3 LINEN SERVICE FOR STATION 4 LINEN SERVICE FOR STATION HQ LAUNDRY SERVICES 2024 WEEKLY LINEN SERVICES | 101.10 24.00 86.26 85.03 190.40 24.00 68.50 1,442.83 |
| 3/05/2024 3/05/2024 | 196034 196035 | MICHIGAN RECREATION & PARK ASSOC. MLIVE MEDIA GROUP | 2024 PLAY GROUND EQUIPMENT CLASS & EXAM ADVERTISEMENT FOR VARIOUS JOBS | 645.00 2,858.00 |
| 3/05/2024 | 196036 | OFFICE EXPRESS | BUSINESS CARDS - COMMUNITY ENGAGEMENT CO BUSINESS CARDS - COMMUNITY ENGAGEMENT IN OFFICE SUPPLIES RUBBER BANDS, ENVELOPES, | 30.00 28.00 409.01 467.01 |
| 3/05/2024 | 196037 | OOMA, INC. | OOMA SERVICES | 248.44 |
| 03/05/2024 | 196038 | ORCHARD, HILTZ & MCCLIMENT INC | CONSTRUCTION ENGINEERING SERVICES FOR RI CIVIC CENTER POND RENOVATION MS4 PERMIT ASSISTANCE | 2,847.25 850.50 460.00 4,157.75 |
| 3/05/2024 | 196039 | ORKIN LLC | VERMIN ABATEMENT AT 580 KANSAS VERMIN ABATEMENT AT 580 KANSAS | 99.00 99.00 198.00 |
| 03/05/2024 | 196040 | PEARLINE DAVIS | RECOVERY COURT PAYROLL RECOVERY COURT PAYROLL | 166.95 222.60 389.55 |
| 03/05/2024 03/05/2024 | 196041 196042 | PIRTEK PREFERRED TONER SOLUTIONS | REPLACEMENT OF HYDRAULIC LINE FOR GRINDE TONER | 226.56 359.90 |
| 03/05/2024 | 196043 | RHETT REYES | RECOVERY COURT PAYROLL RECOVERY COURT PAYROLL | 1,015.88 1,032.00 2,047.88 |
| 03/05/2024 03/05/2024 | 196044 196045 | RICOH USA, INC. ROBERT ACTON | PRINTER MAINTENANCE CHARGES ROBERT ACTON CONTRACTUAL INSPECTIONS 2.5 | 462.87 1,200.00 |
| 03/05/2024 | 196046 | SAM'S CLUB DIRECT | WATER - SUPERVISOR SUPPLIES FOR FRONT DESK VENDING | 11.94 175.20 187.14 |
| 03/05/2024 | 196047 | SOUTHERN COMPUTER WAREHOUSE | CISCO ATA 192 MULTIPLATFORM ANALOG | 98.09 |
| 03/05/2024 | 196048 | SPARTAN DISTRIBUTORS | MUFFLER FOR 4100D UTILITY CART ENGINE OIL LEAK REPAIR PROFORCE BLOWER ENGINE REPAIR | 491.87 610.94 824.77 1,927.58 |
| 03/05/2024 03/05/2024 | 196049 196050 | SPICER GROUP STANDARD PRINTING | APPLERIDGE PARK IMPROVEMENTS #10 WINDOW ENVELOPES - ACCOUNTING | 2,924.50 315.00 |
| | | | | |

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CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 195979 - 196068

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| 03/05/2024 196051 | 196051 | STANTEC | GREEN OAKS GOLF COURSE BATHROOM IMPROVEM COMMUNITY CENTER BATHROOM IMPROVEMENTS COMMUNITY CENTER WATER DAMAGE RENOVATION | 1,910.00 1,936.70 1,476.50 |
| | | | | 5,323.20 |
| 03/05/2024 03/05/2024 03/05/2024 03/05/2024 | 196052 196053 196054 196055 | STAPLES* - ACCOUNT #1026071 STATE OF MICHIGAN STEPHEN BROWN TARGET INFORMATION | DYMO ADDRESS LABELS - CLERKS 2023 WATER USE REPORTING FEE STEVE BROWN CONTRACTUAL INSP 01.20.24 - COURT FORMS | 541.50 200.00 1,000.00 162.25 |
| 03/05/2024 | 196056 | TARGET SPECIALTY PRODUCTS | FUNGICIDE AND FERTIZILER FOR GREENS TEES FUNGICIDE AND PLANT PROTECTANT FOR FAIRW FUNGICIDE FOR GREENS AND TEES INSECTIDE FOR GREENS AND TEES SPRING FERTILIZER FOR GREENS FUNGICIDE FOR GREENS APPLICATIONS ETHEPHON QP FOR GREENS FERTILIZER FOR GREENS | 861.50 945.00 3,687.50 2,275.00 890.00 2,288.00 600.00 312.50 11,859.50 |
| 03/05/2024 | 196057 | THORNTON & GROOMS, INC | REFUND - PERMIT FEES #PP23-0292 | 37.50 |
| 03/05/2024 | 196058 | UNIVERSITY TRANSLATORS | INTERPRETER SERVICE INTERPRETER SERVICE | 220.00 372.58 |
| | | | | 592.58 |
| 03/05/2024 03/05/2024 | 196059 196060 | VAN BUREN STEEL & FABRICATING VICTORY LANE | BUILDING OPS SUPPLIES - INV#2707229 #87 FULL SERVICE OIL CHANGE | 275.00 55.87 |
| 03/05/2024 | 196061 | WASHTENAW COUNTY LEGAL NEWS | NOTICE OF ELECTIONS - AD NOTICE OF ELECTIONS - AD | 40.00 90.00 130.00 |
| 03/05/2024 03/05/2024 03/05/2024 03/05/2024 03/05/2024 | 196062 196063 196064 196065 196066 | WASHTENAW COUNTY ROAD COMMISSION WASHTENAW COUNTY SHERIFF'S OFFICE WASHTENAW COUNTY TREASURER# WEST SHORE SERVICES, INC. WILLIAM KLIBER IV | HEWITT @ HARDING TRAFFIC SIGNAL MAINTENA RECOVERY COURT DRUG TESTING FEBRUARY 2024 POLICE SERVICE UNITS MAINTENANCE CONTRACT WINTER 2024 BASKETBALL OFFICIAL | 143.08 171.00 517,095.95 4,800.00 185.00 |
| 03/05/2024 | 196067 | YPSILANTI ACE HARDWARE | SUPPLIES THREAD SEAL TAPE TOOLS FOR NEW TRUCKS MAINT SUPPLIES -MISC STEP LADDER/PRESSURE WASHER ANT KILLER | 25.99 0.99 109.95 33.98 479.97 9.99 660.87 |
| 03/05/2024 | 196068 | YPSILANTI COMMUNITY | WATER REBATE JANUARY - YCUA LIFT - STATION MAINT. NORTH HYDRO - JANU LIFT - STATION MAINT. FORD LAKE PARK - J LIFT STATION MAINT. TUTTLE HILL JANUARY LIFT - STATION MAINT. FORD BLVD - JANUAR DIESEL AND GAS CHARGES 2024 | 1,280.00 44.92 157.20 179.66 134.78 317.08 2,113.64 |

Page: 6/6

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 195979 - 196068

02/27/2024 02:43 PM User: mharris DB: Ypsilanti-Twp

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| Total of 90 Ch Less 0 Void Ch | | | | 616,797.10 0.00 |
| Total of 90 Di | sbursements: | | | 616,797.10 |

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

RESOLUTION 2024-03

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION REGARDING THE BAZLEY FOSTER DRAIN

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

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

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

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

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

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

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



Trustees Ryan Hunter John Newman II Gloria Peterson Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: February 28, 2024

RE: Request to authorize the Washtenaw County Water Resources Commission's petition for the Bazley Foster Drain

Attached is a petition and project page/map from the Washtenaw County Water Resources Commission to make improvements to the county drain, Bazley Foster. The improvements include cleaning out the drain and alleviating the flooding at the Victorious Life Church of God, Sweet Road and Rue Deauville residents.

The estimated cost is between \$275,020-\$330,020, to be funded in 2025 from 101-902 Capital Outlay (ARPA) fund, the cost will be shared based on the drain commission determination with Superior Township and Road Commission also contributing to the cost. We believe the flooding issues were created after a development across the street in Superior Township put in a large retention/detention pond for a development and the Beyer Drain knows no boundaries and flows throughout many communities in our county and state.

Evan Pratt, our great Water Resource Commissioner, will be at the meeting to answer any questions regarding the petition.

Thank you for your consideration.

November 7, 2023

Brenda Stumbo, Supervisor Ypsilanti Township 7200 S. Huron River Dr. Ypsilanti, MI 48197

Subject: Bazley Foster Drain

Dear Ms. Stumbo,

Enclosed is a petition package for the Bazley Foster Drain. The package includes the filing information required for a municipality in a drainage district to petition for improvements to a county drain. Please review, sign the forms and return them to our office. If you have any questions or require assistance please do not hesitate to contact us at 734.222.6860.

Sincerely,

Kristi Thiel Senior Management Analyst The legal process the Water Resources Commissioner's Office must follow upon receipt of a petition for "clean-out" is dictated by the Michigan Drain Code (Act 40 of 1956). The steps are as follows:

- Petition signed by (A) five or more landowners (can include husband and wife if both appear on the deed of the property) in the drainage district liable for assessment, or (B) the Health Department, or (C) the Township, City or Village, and submitted to the Water Resources Commissioner. A property owner may only sign a petition one time even if he/she owns more than one parcel of land in the district.
- 2. Signatures of petitioners verified by the Water Resources Commissioner's Office (petitions submitted by landowners ONLY).
- 3. Public hearing held where a three-member Board of Determination (appointed by the Water Resources Commissioner or Chair of the Board of Commissioners) will listen to testimony from landowners in the Drainage District and make a determination, based on that testimony, as to whether the project is necessary and should proceed or not. Detailed cost estimates will not be available at this time because the amount of money available to expend prior to a determination that the project will or will not continue is minimal. If the project is determined <u>unnecessary</u>, another petition cannot be submitted for a period of one year and the petition process ends. If the project is determined <u>necessary</u>, engineering, design and scope of project will be completed along with the following steps.
- 4. After receipt of engineering report, the Water Resources Commissioner will proceed to bidding the project, or will first hold an informational meeting with landowners in the Drainage District if there are alternatives or unusual issues to discuss. Cost estimates will be available at this time.
- 5. Bid letting and a Day of Review, where landowners may come into the Drain Commissioner's Office to discuss their apportionment, will then be held. Apportionment may be appealed to the Probate Court.
- 6. If the Water Resources Commissioner determines cost of the project is reasonable, project will then continue. If costs are significantly higher than anticipated, input from local governments and affected citizens will be secured. The Water Resources Commissioner will halt the project if costs are considered excessive. Costs incurred up to this point will be assessed against the Drainage District.

The above information is a general guide for persons interested in the petition process for drainage improvement projects. If you have questions or need any further information, please call the Water Resources Commissioner's Office at (734) 222.6860.

YPSILANTI TOWNSHIP

PETITION FOR MAINTENANCE AND IMPROVEMENT OF A DRAIN

BAZLEY FOSTER DRAIN

To the Washtenaw County Water Resources Commissioner:

The undersigned is Ypsilanti Township, Washtenaw County, Michigan. This petition has been duly authorized by the governing body of Ypsilanti Township and requests that the Bazley Foster Drain be maintained and improved as provided in Chapter 8 of Public Act 40 of 1956, as amended, to alleviate drainage issues in the Drainage District.

The Bazley Foster Drain is located in Ypsilanti Township, Washtenaw County, Michigan.

The proposed maintenance and improvement is necessary for the public health, convenience or welfare and is further necessary for the protection of the public health in Ypsilanti Township.

Ypsilanti Township will be liable for an assessment at large against it for a percentage of the cost of the proposed maintenance and improvement.

Dated: _____, 20____

By: Brenda Stumbo Its: Supervisor

By: Heather Jarrell Roe Its: Clerk

- Drain Name: Bazley Foster
- Drain ID: 8038
- Funding: Chapter 4 Drain, \$15,000 maintenance limit
- Drain Location: Ypsilanti Township and Superior Township
- Location of Issue: N Prospect and E Clark Roads
- Drainage Concern: Existing Detention Basin serving the Autumn Woods Apartments discharges under E Clark Road and freely releases through a piped end section within the public road right-of-way. Run-off drains onto the Victorious Life Church of God parcel, creating frequent ponding situations in the parking area and near the church structure. Flow eventually migrates southerly into second detention basin, which discharges onto private property east of Sweet Road. An open channel conveyance ultimately leads to Deauville Parish Drain, a sub-district of the Bazley Foster Drain.
- Proposed Project: Intercept run-off at E Clark Road with stormwater pipe within road ROW, discharging overland east of Sweet Road to branch of Deauville Parish Drain.

Area Map



Estimated Costs Bazley Foster Drain

| | construction cost total estimated cost | | | | \$ \$ | 142,600.0 275,020.9 |
|------------------|--|----------------------|----------------------------|--|----------------------|------------------------|
| | | | | | | - |
| | | | | | | |
| | | | | | E. | |
| | | | | | 7 | 23,001.5 |
| | Contingency @ 10% | | | | \$ \$ | 25,001.9 |
| | Construction Management @9% | | | | \$ \$ | 10,695.0 |
| | Engineering Design @ 15% Contract Administration @ 7.5% | | | | \$ \$ | 21,390. |
| | hydraulic study | 1 | EA | \$ 7,500.00 | \$ \$ | 7,500. |
| | | 4 | <u>۲</u> ۸ | ć 7 500 00 | <u> </u> | 7 500 4 |
| 16 | storm sewer, CL IV RCP (line 2) | 500 | LF | \$ 100.00 | \$ | 50,000. |
| 15 | catch basin, 4-foot diameter (line 2) | 2 | EA | \$ 2,500.00 | \$ | 5,000. |
| | • | | | | | , |
| 14 | cleanup and restoration | 1 | LS | \$ 2,500.00 | \$ | 2,500.0 |
| 13 | seeding, fertilizing, and mulching | 1 | LS | \$ 2,500.00 | \$ | 2,500.0 |
| 12 | traffic control | 1 | LS | \$ 5,000.00 | \$ | 5,000.0 |
| 11 | miscellaneous plain riprap | 10 | SY | \$ 220.00 | \$ | 2,200.0 |
| 10 | bituminous road restoration | 45 | SY | \$ 130.00 | \$ | 5,850.0 |
| 9 | private driveway crossing | 4 | EA | \$ 5,000.00 | ې \$ | 20,000.0 |
| 8 | end section, concrete | 1 | EA | \$ 2,300.00 | ې \$ | 1,800. |
| 6 7 | catch basin, 4-foot diameter | 4 | EA | \$ 100.00 | > \$ | 75,000. |
| | • | | | | <u> </u> | 6,000. |
| | | | | | | 1,250. |
| 3 | | - | | · · · | | 3,000. |
| 3 4 5 6 | pre-construction video documentationsoil erosion and sedimentation controlsite clearingopen channel excavationstorm sewer, CL IV RCP | 1 1 600 750 | LS LS LS LF LF | \$ 2,500.00 \$ 3,000.00 \$ 1,250.00 \$ 10.00 \$ 100.00 | \$ \$ \$ \$ | |

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



Trustees Ryan Hunter John Newman II Gloria Peterson Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: February 29, 2024

RE: Request to approve five year agreement with Eastern Michigan University for operation of the "rowing course" located on Ford Lake.

The Residential Services Department is looking to approve the agreement with Eastern Michigan University (EMU) for the operation of the rowing course in Ford Lake for a five year period beginning on the contract completion date. The course will be funded through a collaboration of EMU, Destination Ann Arbor and the Marriot Hotel and will not require a financial commitment from the township.

Ypsilanti Township and EMU have operated under an agreement for use of the "Boathouse" on the Township's Lakeside Park property for over ten years. The proposal above will be separate from the current agreement and focus on the rowing course that would be installed in Ford Lake and the corresponding events partnership. The course created would consist of a 2000 meter 8 lane rowing course. The course would be installed at the bottom of the lake and would not interfere with standard lake activities when not in use. For events, the course would be raised with buoy's and be located between Big Island Park and the Ford Lake Park Beach Area. This course would allow for EMU in cooperation with the Township to offer local, regional and national level rowing events. Township staff and EMU will have a consistent line of communication regarding the course, proposed events and schedule and coordination with park operations.

John Hines Municipal Services Director jhines@ypsitownship.org 734-351-8947

MUTUAL USE AGREEMENT

Eastern Michigan University ("EMU"), a Michigan nonprofit corporation with its principal place of business at 900 Oakwood Street, Ypsilanti, MI 48197, by and through its Athletics Department, and **Ypsilanti Charter Township ("YPSI TOWNSHIP")**, a charter township of Washtenaw County in the state of Michigan with its principal place of business at 7200 S. Huron River Drive. Ypsilanti, MI 48197, hereby enter this Mutual Use Agreement (the "Agreement") for the purpose of operating the rowing course ("the Facility") located on Ford Lake.

The parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to establish a collaborative partnership between EMU and YPSI TOWNSHIP for the shared goal of hosting mutually beneficial events at the Facility on Ford Lake and in Ford Lake Park. Both entities recognize the unique potential of the Facility as a valuable resource for community engagement and as a driver of economic development.

2. ACKNOWLEDGEMENTS:

- a. EMU shall be the sole owner and operator of the Facility and responsible for the maintenance on The Facility.
- b. The parties agree to work collaboratively on scheduling, hosting, and executing rowing competitions at The Facility.

3. **DEFINITIONS:**

a. "The Facility" as described above shall include the anchors, lines, buoys, and other materials used to create a 2,000 meter 8 lane rowing course at Ford Lake, as well as warmup and cool down areas, a floating starting dock, a floating starters platform, an aligners platform, and launch and recovery docks, as well as any other fixtures or equipment the parties deem necessary and appropriate or the conduct of competitive rowing activities at Ford Lake.

4. FACILITY OWNERSHIP, OPERATION, LOCATION & PLANS:

- a. EMU shall be the sole owner and operator of the Facility.
- b. EMU and YPSI TOWNSHIP shall mutually agree on the final construction plans for the Facility.
- c. EMU shall be responsible for maintaining all necessary state and local permits for the Facility. EMU will share copies of all necessary state and local permits with YPSI TOWNSHIP.
- d. EMU and YPSI TOWNSHIP agree to work collaboratively to develop an emergency action plan for all events at The Facility.

e. EMU and YPSI TOWNSHIP agree to work collaboratively on the subjects of parking fees and trash collection for each event as the scope will vary greatly due to the possible scale of park usage needed.

5. COMMUNICATIONS:

- a. The parties agree to work collaboratively on scheduling, hosting, and executing rowing competitions within The Facility.
- b. The parties agree to designate communication liaisons at the start of each calendar to facilitate the sharing of information to each party.

6. TERM AND TERMINATION:

- a. The Term of this agreement shall commence upon the date last signed below, for a term of five (5) years, unless the Term is sooner terminated as provided herein. At any time before the end of the Term, the parties may, by a separate writing, extend the Term for an additional 5-year period.
- b. Notwithstanding the foregoing, if EMU determines that is no longer wants to or is unable to operate The Facility, EMU may terminate this agreement upon one (1) year's advance written notice to YPSI TOWNSHIP.
- 7. **INDEMNITY:** Each party agrees that statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, costs, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omissions of its employees pursuant to this Agreement.
- 8. **INSURANCE:** EMU and YPSI TOWNSHIP agree to maintain in full force and effect for the term of this agreement, commercial general and professional liability insurance or its equivalent with minimum limits of coverage not less than \$1,000,000 per occurrence and \$3,000,000 in the general aggregate. A certificate of insurance will be furnished to the other party upon request, indicating effective coverage and liability limits.
- 9. Any and all notices, consents or other communications by one party intended for the other shall be in writing, and personally delivered, transmitted by electronic means, or be sent via first class mail, postage paid, to the addresses set forth as follows:

EMU: Eastern Michigan University

With a copy to: Legal Affairs 11 Welch Hall Ypsilanti, MI 48197 734-487-1055 YPSI TOWNSHIP:

- 10. **COMPLIANCE WITH LAWS:** Each party agrees to comply with and to be separately responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to their respective activities under this agreement. Both parties promise to not discriminate on the basis of race, color, creed, age, sex, national origin, religion, height, weight, marital status, sexual orientation, gender identity/ expression, or disability.
- 11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 12. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating to the subject matter herein.
- 13. **AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signatory below.

| YPSILANTI TOWNSHIP SUPERVISOR | BOARD OF REGENTS OF EASTERN MICHIGAN UNIVERSITY | | | | |
|-------------------------------|--|--|--|--|--|
| By: | By: | | | | |
| NAME TITLE | NAME TITLE | | | | |
| DATE: | DATE: | | | | |
| YPSILANTI TOWNSHIP CLERK | | | | | |
| By: | | | | | |

<mark>NAME</mark> TITLE

DATE: _____



FORD LAKE Rowing Course



AGENDA

- Purpose Of The Course
- Partners Involved In The Project
- Construction Process & Timeline
- Rowing Season & Potential Events
- Economic Impact
- Township Partnership

OUR PURPOSE

Creating A Championship Level Rowing Course On Ford Lake

- Increase The EMU Student-Athlete Experience
- Host Impactful Regatta's For EMU & The Community
- Generate Economic Impact For The Community
- Plant Our Flag As The Midwest Hub For Rowing

PARTNERS INVOLVED

- Destination Ann Arbor & Ann Arbor Sports Commission
- Marriot Eagle Crest
- Eastern Michigan University
- Ypsilanti Township

TOTAL COST

 Project Fully Funded By Destination Ann Arbor, Marriot Eagle Crest & Eastern Michigan University

• Project Includes:

- 8 lane, fully buoyed championship level rowing course
- Floating starting dock & starters platform (removable)
- Aligners platform (removeable)
- Floating launch and recovery docks
- Total Cost Estimate: \$487,000

COURSE INSTALLER

• Tim Royalty, Precision Rowing

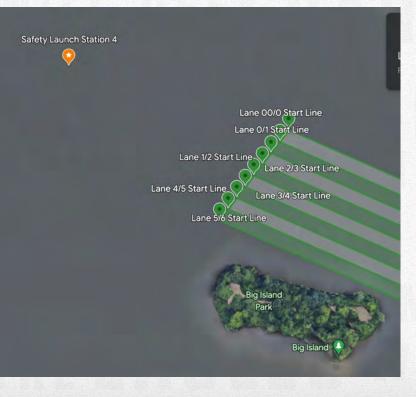
Credentials

- Premier rowing course designer and installer in North America
- 1984 & 1996 Olympic Course designer
- 2001 Rowing World Cup (Princeton, NJ)
- 2002 Central American & Caribbean Games
- 24 years as NCAA Championship course designer & on-call maintenance

• FULL COURSE OVERVIEW



• START LINE AREA



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• START LINE AREA – 2017 WORLD CHAMPIONSHIP (SARASOTA, FL)





• START LINE AREA – 2023 NCAA CHAMPIONSHIP (PENNSAUKEN, NJ)

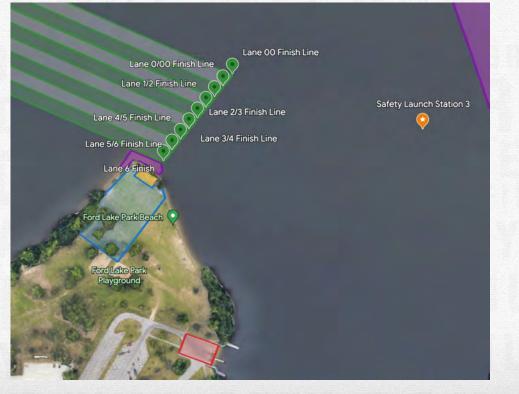


COURSE DESIGN

• RACING IN ACTION – 2023 NCAA CHAMPIONSHIP



• FINISH LINE & SPECTATOR AREA



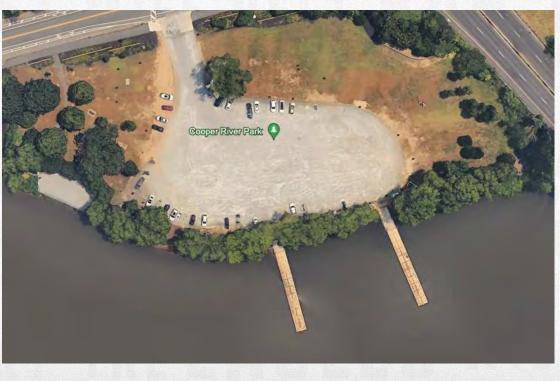
• FINISH LINE & SPECTATOR AREA (PENNSAUKEN, NJ)



• BOATHOUSE & DOCK AREA

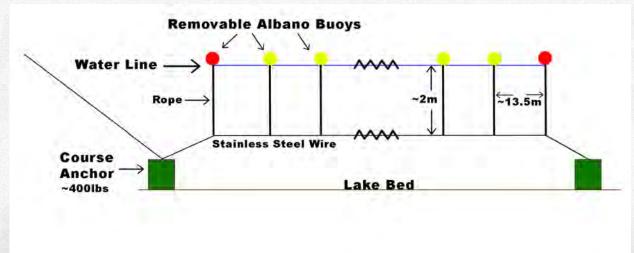


• BOATHOUSE & DOCK AREA (PENNSAUKEN, NJ)



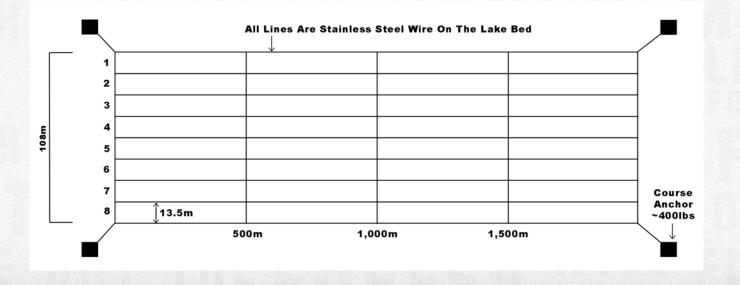
CONSTRUCTION PROCESS

- A Championship Course Only When You Want To Use It
 - The course is designed to sit on the lake bed when not in use
 - Only when the buoys are added does the course become visible
 - Each buoy is independently attached to the main course wire with a rope to minimize the impact if a boat were to come into contact with a buoy



CONSTRUCTION PROCESS

- A Championship Course Only When You Want To Use It
 - The course is designed to sit on the lake bed when not in use
 - The three submerged course anchors are concrete and sit on the lake bed



CONSTRUCTION PROCESS

BOUY INSTALLATION





CONSTRUCTION TIMELINE

- January 2024 Estimated Construction Budget Fully Funded
- Feb./March 2024 Finalize Approvals With EMU & Ypsilanti Township

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- March 2024 Acquire Permits From Michigan DNR
- April 2024 Install Rowing Course On Ford Lake
- April 28, 2024 Host First Dual Race

COLLEGIATE ROWING SCHEDULE

- Typical Collegiate Rowing Schedule:
 - Fall Semester Longer, Head Style Racing
 - Spring Semester Shorter, Sprint Racing
- 2024 EMU Schedule:
 - March 2 at Alabama (Tuscaloosa, AL)
 - April 13 & 14 at Knecht Cup (Cherry Hill, NJ)
 - April 21 at George Mason Invite (Fairfax, VA)
 - April 28 vs. Dayton (Ford Lake)
 - May 19 CAA Championships (Pennsauken, NJ)
 - May 30 June 2 NCAA Championships (Bethel, OH)

REGIONAL 5 NATIONAL EVENTS

- Potential National Events That We Could Pursue:
 - NCAA Rowing Championships
 - US Rowing National Championship
 - US Senior National Championship
 - Collegiate Club National Championships
 - US Rowing RowFest
- Potential Regional Events The We Could Pursue:
 - Michigan High School Championship
 - EMU Sponsored Regattas
 - MidWest Scholastic Championships
- Potential Community Events The We Could Pursue:
 - Youth Camps & Local Community Engagement Activations

ECONOMIC IMPACT

- Impact Of National Events:
 - Range From \$1.5M to \$3M
- Impact Of Regional Events:
 - Revenue driver for Ypsilanti Township
 - High level of exposure for local visitors
- Scheduling Partnership:
 - Working together we can build a schedule that benefits all parties

NATIONAL PARTNERS

"US Rowing had a great time getting to know Ford Lake, the rowing venue developments that are taking place on site, and the Ypsilanti community. Your community's passion for the sport of rowing directly aligns with US Rowing's goal of creating rowing venues that leave a lasting impression for the incoming athlete, coach, spectator and community member."

- Sarah McAuliffe, Director of Competition, US Rowing

MAJOR EVENT SETUP

• FORD LAKE PARK SPECTATOR AREA



MAJOR EVENT SETUP

• BOATHOUSE & DOCK AREA



KICK OFF EVENT

- Celebration Event & Press Conference
- Friday, April 26th
- Final Details Still Being Arranged

PARTNERSHIP BENEFITS

Strengthen Bond Between Ypsilanti Township & EMU

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- Working To Increase Exposure For Ypsilanti Township
- Potential Economic Impact
- Showcase Our Vibrant Community On A National Stage

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





Trustees Ryan Hunter John Newman II Gloria Peterson Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: February 28, 2024

Re: Request authorization for Clerk and Supervisor to sign the Proposal for Services from LAITR in the amount of \$9,000 per month

In the past Ypsilanti Township contracted for services such as litter and trash pickup with Michigan Ability Partners to help integrate folks back into the workforce. The Washtenaw County Sheriff Department has not had a work program since prior to COVID, and in the past we contracted with the county for these services and budget for county community work program or other agencies in our Police Services Budget.

Attached please find a Proposal for Beautification Services for a PILOT program with the nonprofit Life After Incarceration: Transition and Reentry (LAITR). This will be to develop a work program for justice-involved individuals (JII) to gain hands on experience through beautification of the community with litter/trash pickup throughout the Township to start and with the goal of having a clean community we can all take pride in. Trash and litter in the community is the number two complaint from our residents at our community meetings, with number one being speeding. This work will be under the supervision of LAITR, (just like MAP in the past) with before/after pictures being provided. Laurie Lutomski will be the point of contact and administrator of this project.

This PILOT is proposed to run from March 15, 2024 – November 15, 2024, \$9,000 per month for a total of \$72,000. This will be funded from the Community Work Program line, 266-301-830.004, and Attorney Winters has reviewed the proposal.

Your consideration is greatly appreciated.

cc: John Hines, Municipal Services Director Laurie Lutomski, Community Resource Coordinator McLain & Winters, Township Attorneys



LAITR PROPOSAL FOR SERVICES Ariana Gonzalez, OTD, OTR/L, CTP

2/26/24

OVERVIEW

LAITR is pleased to submit this proposal for services to support Ypsilanti Township's mission to support and guide sustainable community development. The goals of the township are in line with our goals for expansion and development of employment programming for underserved communities that have difficulty obtaining and maintaining employment independently in typical settings thus leading to increased poverty and crime in our community. This proposed collaboration directly supports LAITR's mission to increase equitable opportunities for justice-involved individuals (JII) and we are grateful for the opportunity. LAITR is excited to offer support for empowerment and growth through meaningful hands-on work to justice-involved individuals. Additionally, we are excited for the opportunity to better integrate this population into our community through skill development, supported gainful employment and pride in results of the labor.

Both full-time occupational therapists at Life After Incarceration: Transition and Reentry (LAITR) are Certified Trauma Professionals, trained in the Life Skills Workbook, and trained and experienced with delivering interventions to this population. The ED and Founder of LAITR is educated on and experienced in program development within correctional systems and community-based settings as well as regularly participates in supervision and training of graduate students for effective service delivery.

LAITR was born to better meet the health needs of justice-impacted individuals and prevent further contact with the justice system.



THE OBJECTIVE

To develop and expand upon a partnership with Ypsilanti Township to meet various needs of the community, environment and residents through a LAITR work program for JII.

PROPOSAL AND RECOMMENDATIONS

Recommendation: Phase 1 (pilot) March 15, 2024-November 15, 2024

LAITR will develop a work program consisting of JII and provide ongoing support, supervision and guidance to ensure successful job retention and quality of work. LAITR will be prepared to initiate a pilot program including but not limited to the tasks identified below:

- Litter/trash pick-up in Township-identified Zones
- Empty trach cans at bus stops or other Township-identified areas
- Clean up trash/litter from resident-identified areas per the Township's request
 - We recommend starting a live list where the Township and LAITR share access and can add to/track and manage incoming requests and completion of services
 - LAITR Team members may also identify areas to add to list and gain approval to clear for Township

LAITR team members will take before/after pictures of work and these pictures as well as a report will be sent to the Township monthly/as requested by the Township.

Liability

LAITR will be responsible for carrying the appropriate liability and worker's compensation insurance as required. The relationship of LAITR to the Township is and shall continue to be that of an Independent Contractor and no liability or benefits such as Worker's Compensation, Pension Rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Agreement. LAITR will also be responsible for gas, insurance and maintenance of any vehicles used in these operations and said costs are reflected in the hourly rate invoiced to the Charter Township of Ypsilanti.

Materials Required

Ypsilanti Township has agreed to supply:



- Pickers/trash pick-up materials to be stored at Holmes Road
 - o Bags and Grabbers

LAITR has agreed to supply:

- Employees
- Employee gear (shirts, safety gloves, masks)
- Transportation for employees as needed
- Employee training and supervision
- Walkie talkies

Pending Material:

- Vehicle for employee transportation
 - o LAITR will check into various options within community to obtain a vehicle

Reports/Invoicing

LAITR will provide the township with monthly reports regarding work completed/hours completed and any pending needs. LAITR will invoice Ypsilanti Township monthly with estimated costs to run operations (cash advance) and provide a detailed report on cost spendings within the monthly report.

EXPECTED RESULTS

Benefits for Clients

- Result #1: Increase in individual goal attainment.
- Result #2: Increased quality of life and health.
- Result #3: Improved integration into work and social life with transferrable skills.
- Result #4: Improved sense of purpose and responsibility fostering community connection.

Benefits for Township

- Result #1: Decreased economic instability.
- Result #2: Improved care for community/physical space and aesthetics.
- Result #3: Reduced incidence of community violence and/or crime.
- Result #4: Decreasing racial inequities in criminal legal system by empowering and enabling this population to succeed with supportive employment.



PRICING

The following table details the pricing for delivery of the services outlined in this proposal with an estimated cost of services which are subject to change monthly with approval from the Township. This pricing is valid for 30 days from the date of this proposal:

Recommendation 1: (transportation/vehicle/gas, supervision, training, program development) + (crew consisting of 5 part-time employees at 15 hours p/wk or equivalent to 75 total hours p/wk/300 hours p/month)

\$9,000 p/month= \$30.00 p/hour

Total Estimated p/month: \$9,000

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price.

QUALIFICATIONS

LAITR's qualifications are relevant in the following ways:

- The founder and executive director of LAITR, Dr. Gonzalez, holds a Doctor of Occupational Therapy degree from Washington University in St. Louis School of Medicine. Dr. Gonzalez obtained her Masters in Occupational Therapy degree from Eastern Michigan University.
- Dr. Gonzalez's niche is in program development for underserved populations such as justice-involved individuals post-incarceration and people experiencing homelessness. Additional areas of focus include population health, mental health, sleep health and sleep hygiene, promotion of and advocate for social and occupational justice and reducing recidivism through building cognitive capacities for life skills and healthy habits.
- Both occupational therapists at LAITR are certified trauma professionals (CTPs) and lead each and every group and individual session with a trauma informed care lens.
- LAITR's vision is holistic and aligns with Ypsilanti Township's mission to foster sustainable development, guide thoughtful design and protect health, safety and welfare of our community.
 - LAITR's mission: Improving health, wellness and quality of life for justiceinvolved individuals.
 - LAITR's vision: A world with equitable opportunities for all justice-involved individuals: All persons deserve the individualized opportunities, resources, tools and skills required to live the lives they want and need to live. For many individuals, trauma, mental illness, substance use, racial profiling and socioeconomic hardships lead to higher incidences of incarceration. We believe in enabling people to overcome their past experiences, manage their current



situations and become better equipped with the skills they need to reenter their communities successfully, emphasizing there is no 'one size fits all' solution.

- The occupational therapist(s) are trained in the Life Skills Workbook Curriculum and can provide individuals with the workbooks, guide engagement in skill building opportunities and build programming expanded on specific areas related to violence intervention (such as goal setting, habits, communication, and emotional regulation).
- Dr. Gonzalez places emphasis on research and evidence-driven practices and currently has an EMU Masters occupational therapy students and access to research students to determine efficacy of programming.

CONCLUSION

We look forward to working further with Ypsilanti Township further and supporting your efforts for community wellness and thoughtful development. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering effective services for a healthier and safer community. We are grateful to have a governing body that appreciates the value of all community members, including our population of formerly incarcerated individuals.

If you have questions on this proposal, feel free to contact Dr. Ariana Gonzalez at your convenience by email at <u>agonzalez@lifeafterincarceration.com</u> or by phone at 734-347-4910.

Thank you for your consideration.

If you agree to the terms of this proposal, please sign and date below to initiate services:

Х

Brenda Stum bo Ypsilanti Tow nship Supervisor

Date:

Х

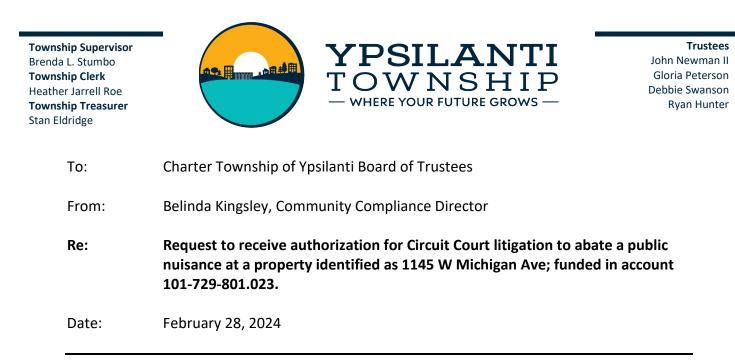
Heather Jarrell Roe Ypsilanti Township Clerk

Date:

Х

Ariana Gonzalez, OTD , OTR /L Founder and Executive Director of LAITR

Date:



The Ypsilanti Township Ordinance and Planning departments have investigated a public nuisance, at 1145 Michigan Ave, for which authorization is requested to engage legal services to abate said nuisance.

1145 W Michigan Ave.



The property identified as 1145 W Michigan Ave is located west of Second Ave (City of Ypsilanti) and east of Firwood St., in an RC – Regional Corridor zone. The property was purchased in 2018, and the current owner is a domestic limited liability company, 1145 West Michigan Ave LLC, with Luke Safranek, 5359 Hilltop Ct, Ann Arbor listed as the Resident Agent with LARA. The last approved use at 1145 W Michigan Ave was The Wright Brand Pet Supply, in 2012. Based on the graphics on the front of the building, it is, or was, occupied by Olympia Skate Shop, and a Business Registration was not submitted to the Township.

This property came to the attention of the Planning and Ordinance departments as a result of the blighted condition and unapproved uses. A Notice of Violation was issued by Planning on December 21, 2023, citing the outdoor storage violation. When there was no resolution of the storage violation, an inspection was performed by Ordinance on January 25, 2024, and a Notice of Violation was issued, citing the following unapproved uses and violations:

- 1. A Business Registration has not been filed, reviewed or approved for any type of use since 2012.
- 2. Unapproved outdoor storage of vehicles, trailers, tow trucks, semi-trucks, commercial vehicles, recreational vehicles, boats, etc.
- 3. Junk, trash, tree branches, scrap metal, pallets, barrels, tires and other blight stored onsite must be removed.
- 4. Cease the use of the fenced-in area on the east side of the lot for storage.
- 5. Remove unlicensed and/or inoperable vehicles. All vehicles not associated with an approved use must be removed.
- 6. Remove two dilapidated signs from the site, and cover the unpermitted sign painted on building.

At the time of reinspection on February 9, 2024, it was discovered that the site also contains unapproved rental housing. The Building Department immediately posted "Building Unsafe to Use and Building Not to be Occupied" placards due to the potential public health and safety issues associated with uninspected and unapproved rental housing.

Stephen Safranek contacted the Township by email and stated that he has been retained to represent Luke Safranek. Despite numerous emails back and forth with Mr. Safranek there was no progress made in gaining compliance with the blight, or even determining the current use of the property.

The site was reinspected on February 27, 2024, and no changes or attempts to resolve the issues were noted. Authorization to initiate legal action in Circuit Court to address the public nuisance this property represents is requested.

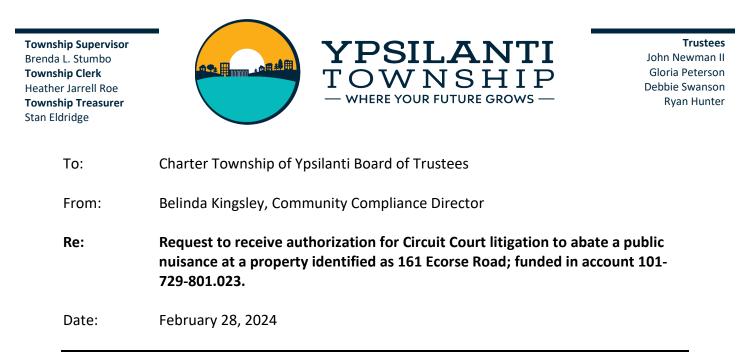
Thank you for your consideration and your continued support for our efforts to remove public nuisances from the Township.











The Ypsilanti Township Ordinance Department has investigated a public nuisance, at 161 Ecorse Road, for which authorization is requested to engage legal services to abate said nuisance.

161 Ecorse Road



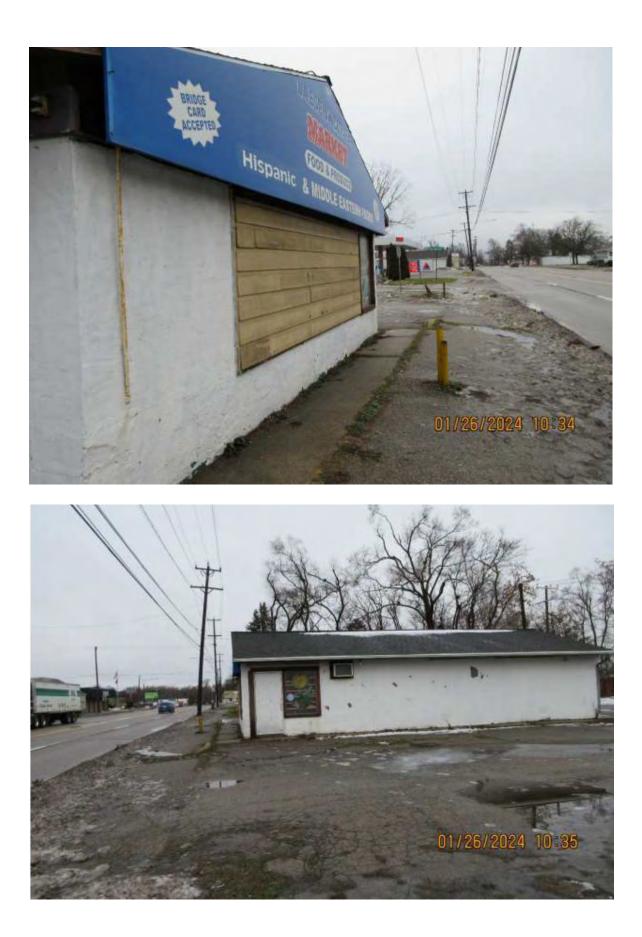
The property identified as 161 Ecorse Road is located south of Hawthorne and north of Parkwood, on a NC – Neighborhood Corridor zoned parcel. The property was purchased in 2021 for \$43,000. The current owner is a domestic limited liability company, Golden Crown Properties LLC, with Asim Awad, of 1024 Ecorse Road, listed as the Resident Agent with LARA. The last approved use for this property appears to have been a grocery store, however, a Business Registration is not on file with the Township to verify.

This property came to the attention of the Ordinance Department as a result of the blighted condition, resident complaints and failure to respond to requests to register as a vacant structure. The property has been vacant since at least 2015, when it was first registered with the Township. Since Golden Crown purchased the property, a vacant inspection has not been completed, leading to an Administrative Search Warrant being executed on January 29, 2024.

The Administrative Search Warrant inspection on January 29, 2024, confirmed that the building, parking lot and fence have deteriorated in the time that the building has remaining vacant. Four enforcement actions have been opened in the last two years for blight, unsafe sidewalks and driveways, standing water on the site, peeling paint, failing roof and gutters, along with overgrown weeds and trash accumulating on the site. Citations for blight and failure to maintain a vacant property have been issued and ignored by the owner, resulting in Default Judgments in District Court.

Numerous attempts to contact the property owner and gain compliance with a vacant inspection and general property maintenance have been ignored. This property was purchased in a deteriorated state, and there has been no effort by the current owner to maintain it in the last three years. It is unfair for residents and businesses in the area to continue to permit this dilapidated property to remain in its current condition. Authorization to initiate legal action in Circuit Court to address the public nuisance this property represents is requested.

Thank you for your consideration and your continued support for our efforts to remove public nuisances from the Township.







Trustees John Newman II Gloria Peterson Debbie Swanson Ryan Hunter

To: Charter Township of Ypsilanti Board of Trustees Belinda Kingsley, Community Compliance Director From: Request to receive authorization for Circuit Court litigation to abate a public Re: nuisance at properties identified as 9725 Bemis Road and 9645 Bemis; funded in account 101-729-801.023. Date: February 28, 2024

The Ypsilanti Township Ordinance and Planning departments have investigated a public nuisance, at 9725 Bemis Rd and 9645 Bemis, for which authorization is requested to engage legal services to abate said nuisance.

9725 and 9645 Bemis

Brenda L. Stumbo

Township Clerk

Stan Eldridge



The properties identified as 9725 Bemis Road and 9645 Bemis Road are located west of Bunton and east of Tuttle Hill, in an R-2 One-Family Residential zone. The current owners of a vacant parcel identified as 9725 Bemis are Anthony and Brooke Publiski. The Publiski's vacant parcel has been leased to the owner of an adjoining parcel. The owner of the adjoining parcel, Adam

Woolf, at 9645 Bemis, has developed his property and the Publiski's property into a motocross track to ride motorcycles.

In September 2022, the Township received a complaint from a neighbor regarding the disruptive noise caused by the Woolfe family, friends and associates riding motorcycles. The Woolf family had previously used their own property for riding motorcycles, without causing a significant disturbance. Once they leased the additional property from the Publiskis the noise became disruptive to the peaceful enjoyment of the neighboring homes. One neighbor attempted to reach an agreement with Woolf regarding the use of the property, but was not successful, and approached the Township for assistance.

A Notice of Violation was issued to the Publiskis in September 2022 to cease and desist the use of the vacant property based upon the unacceptable level of noise caused by the motorcycles. Improvement was noted by the neighbors, and the case was closed in November 2022.

In March 2023, the Township was contacted by a resident adjacent to the vacant land who indicated that the noise issues had returned. Officer Gooden issued a Citation to the Publiskis and the case was heard by District Court Judge Washington, with Adam Woolf in attendance. An agreement was reached that would limit the hours and days for permitted riding, along with a location that would not go past the neighbor's house.

Since the time that the Order was issued by Judge Washington it has been reported that Woolf is not abiding by the parameters established. The riding continues late into the evening, exceeds the limit on the number of days permitted and is not within the established boundaries. Additionally, bright lights have been installed to permit riding after dark, and there is a higher volume of use, causing a public nuisance to the neighboring properties.

The Zoning Ordinance does not permit R-2 One-Family Residential parcels, such as Woolf's and Publiski's, to be used as a motocross track. This is a commercial use that has zoning requirements for parcel size, establishing buffers, distance from residential properties and compliance with noise levels.

It is difficult to obtain photos of the actual track from the ground, so I have attached arial GIS maps from 2020 and 2023, showing the extent of the motocross trails installed on both Woolf's property and the vacant lot owned by the Publiskis. The highlighted property on the right is Publiski's and the highlighted property on the left is Woolf's. I have also attached recent photos taken from a neighboring property, showing the lights installed for riding after dark.

Needless to say, the experience of living next to this motocross track has had an emotional impact on the neighboring property owners, along with the negative impact it has had upon their quality of life and potentially the value of their property. Authorization to initiate legal action in Circuit Court to address the public nuisance these properties represent is requested. Thank you for your consideration and your continued support for our efforts to remove public nuisances from the Township.



Washtenaw County GIS – 2020



Washtenaw County GIS – 2023



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



Trustees Ryan Hunter John Newman II Gloria Peterson Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: February 28, 2024

RE: Request to approve Washtenaw County Road Commission (WCRC) 2024 Road Agreement in the amount of \$17,113.74, budgeted in 213-446-982.006

Attached for the Board's consideration is the 2024 Road Agreement with the Washtenaw County Road Commission for an additional street sweeping service on curbed local roads, in addition to the two seasonal sweepings.

There are 174.63 curb miles in the Township, costing \$98.00 per curb mile, equaling \$17,113.74 per round. This cost is budgeted in line 213-446-982.006.

Thank you for your consideration.

2024 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

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

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

IT IS FURTHER AGREED, the parties of the first part shall pay WCRC for the actual project costs incurred for the project; and

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

Additional Street Sweeping Services

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

Estimated total project cost:

\$ 17,113.74

2024 Ypsilanti Township Agreement

AGREEMENT SUMMARY

| 2024 LOCAL ROAD PROGRAM Additional Street Sweeping Services Subtotal | \$\$ | | <u>13.74</u> 13.74 | |
|--|------------|-----------|-----------------------|-------|
| Less WCRC 2024 Local Matching Funds | Ţ | \$ | 8,556.87 | |
| ESTIMATED AMOUNT TO BE PAID BY YPSIL/ TOWNSHIP UNDER THIS AGREEMENT DURI 2024: | | \$ | 8,556.87 | |
| YPSILANTI TOWNSHIP: | | | | |
| Brenda Stumbo, Supervisor | Heather Ja | rrell Roe | , Clerk | |
| Barbara Ryan Fuller, Chair | Matthew M | acDonel | I, Managing Director | r |

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



Trustees Ryan Hunter John Newman II Gloria Peterson Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: February 28, 2024

RE: Request to move David Marshall from alternate to regular member of the Zoning Board of Appeals to fill the vacancy until 12/31/2025

With the resignation of Brad Hine, there is a vacancy on the Zoning Board of Appeals. I am recommending to appoint David Marshall who is an alternate on the ZBA to fill the vacancy.

Thank you for your consideration.

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



Trustees Ryan Hunter John Newman II Gloria Peterson Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: February 28, 2024

RE: Recommendation to appoint Darrell Kirby to fill the Planning Commission vacancy until 12/31/2026

We had three great applicants for the Planning Commission position left vacant by Muddasar Tawakkul. I am recommending appointment of Darrell Kirby due to his experience on Planning Commissions. Attached please find his resume.

Thank you for your consideration.

DARRELL KIRBY

7340 Homestead Rd, Ypsilanti MI. 48197 Home: (248)773-2512 Email: Darltk@Gmail.com

Experience with Boards and Commissions for over 20 years. Familiar with Roberts Rules and meeting dynamics.

Boards and Commissions

Ypsilanti Township Parks Commission: 2020 to Present

Local Emergency Planning Commission: 2021 to Present

City of Southfield Planning Commission: 2004 to 2010

Professional Experience:

Walker-Miller Energy, Detroit, Michigan

Information Technology Infrastructure Manager (Full time)

- Manage information technology and computer systems
- · Proficient in hands on management Azure, O365, Servers, Data Security, Network and cloud based systems
- · Leader of Data Security BoardPlanning, scope, and execute technical projects.
- · Planning, scope, and execute technical projects.
- · Instrumental in receiving approval for SOC, NIST and OSI certifications.
- · Plan, organize, control and evaluate IT and electronic data operations

 \cdot Manage IT staff by recruiting, training and coaching employees, communicating job expectations and appraising their performance

- · Ensure security of data, network access and backup systems
- · Act in alignment with user needs and system functionality to contribute to organizational policy

IBM Watson Health, Ann Arbor, Michigan,

Lead Solutions Architect

- Manage and support Disaster Recovery scenario's for the organization. This includes Cold sites, Hot sites and preparation in events to successfully redeploy the business with minimal down time.
- Management of staff which includes reviews, hiring, mentoring and training. Also includes budget preparation, purchasing, cost analysis and recommendation of technology to help the business remain competitive. Monitor the goals and direction of staff. Manage the relationships of remote sites and vendors.
- Management of projects which included creation of Scope, managing Technical budget and finalization of project. Examples include moves, infrastructure upgrades, software and hardware upgrades.

05/21-Present

05/10-Present

BAKER COLLEGE, Flint Michigan

Adjunct Faculty - Online IT Graduate Program

Involves teaching in Information Technology graduate program in an online and ground environment. This includes setting up the online blackboard environment, lecturing, grading assignments, Use of Turnitin.com, attendance and following up with students as needed. Classes taught include A+ Computer certification, Data communications and networking

OAKLAND COUNTY, Pontiac Michigan Network Systems Analyst II/Project Manager

• System support for City, Village and Townships. Project Management of various projects with the Courts, Law Enforcement division. Duties include resource and team management, presentation, monitoring and closing. Manage various projects which include Software, Hardware, Email and Internet based projects. Use Project Management processes for Scheduling, Budgeting, Resource management and Scope. Tools used were Niku/Workbench and Microsoft Project.

Education and Professional Development

University of Michigan Flint, Organizational Leadership, 2017

Walsh College, Project Management and Leadership Graduate Program, 2007

University of Phoenix, Southfield, Michigan, MS in MIS, 2004

Davenport University, Warren, Michigan, BA in CIS, 2000

BOARDS and COMMISSIONS

Ypsilanti Township Parks Commission - 2020 to Present

School Board Member - CMU Charter School (New Beginnings)- 2017 to 2023

Local Emergency Planning Committee(LEPC) - Appointed 2019 - present

Precinct Delegate: 2010 to present

Amberly Grove Home Owners Association Board of Directors 2018 to 2019.

Planning Commissioner - Southfield Michigan 2005-2010.

02/08-Present

06/00-05/10

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



Trustees Ryan Hunter John Newman II Gloria Peterson Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: February 28, 2024

RE: Request to temporarily appoint Elizabeth Cuellar to fill the Civil Service Commission vacancy until 12/31/2024

To fill the vacancy left by Hazelette Crosby in the Civil Service Commission, it was posted to social media and our website, but there were no applications. We will post this position again and encourage applicants, but in the interim I am recommending appointment of Deputy Supervisor Elizabeth Cuellar.

Thank you for your consideration.

CHARTER TOWNSHIP OF YPSILANTI 2024 BUDGET AMENDMENT # 3

March 5, 2024

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

206 - FIRE FUND

Request to budget for the retiree time payout. This will be funded by an appropriation of prior year fund balance.

| Revenues: | Prior Year Fund Balance | 101-000-699.999 | \$10,761.00 |
|---------------|-------------------------|------------------|-------------|
| | | Net Revenues | \$10,761.00 |
| Expenditures: | Retiree Time Payout | 101-191-708.008 | \$10,108.00 |
| | FICA | 101-191-715.000 | \$653.00 |
| | | Net Expenditures | \$10,761.00 |

| budget and are the total budge | needed in the truck maintenance lines t t. | or major repairs as listed below. | This will not change |
|--------------------------------|---|-----------------------------------|----------------------|
| Expenditures: | Capital outlay - Fire Apparatus | 206-901-979.000 | (\$36,321.00) |

| Expenditures: | Capital outlay - Fire Apparatus | 206-901-979.000 | (\$36,321.00) |
|---------------|---------------------------------|------------------|---------------|
| | Auto & Truck Maint Station 1 | 206-336-935.001 | \$24,321.00 |
| | Auto & Truck Maint Station 3 | 206-336-935.003 | \$12,000.00 |
| | | Net Expenditures | \$0.00 |

| 213 - BIKE, SID | EWALK, REC, ROADS FUND (B | SRII) | Total Increase | \$55,000.00 |
|-----------------|--|--------------------------------------|----------------------|-------------|
| | dget for 17 new park signs to be insta on of prior year fund balance. | lled through out the park system. Th | is will be funded by | |
| Revenues: | Prior Year Fund Balance | 213-000-699.999 | \$55,000.00 | |
| | | Net Rev | enues \$55,000.00 | |
| Expenditures: | Park Improvements - Signs | 213-901-975.794 | \$55,000.00 | |

Net Expenditures \$55,000.00

Total Increase \$10,761.00

Total Increase \$0.00

Motion to Amend the 2024 Budget (#3)

Move to increase the General Fund budget by \$10,761 to \$26,895,179 and approve the department line item changes as outlined.

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

Move to increase the Bike, Sidewalk, Rec, Roads Fund (BSRII) budget by \$55,000 to \$3,782,400 and approve the department line item changes as outlined.

AUTHORIZATIONS AND BIDS

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



Trustees Ryan Hunter John Newman II Gloria Peterson Debbie Swanson

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: February 27, 2024

Subject: Accept the low bid for \$55,000.00 from Bill Carr Signs for Park sign installation at seventeen (17) Township Park Locations.

The Residential Services Department is requesting authorization to accept the low bid and authorize the signing of the agreement with Bill Carr Signs for \$55,000.00 for the installation of seventeen (17) park signs from account 213-901-975.794 contingent on a budget amendment.

The Board of Trustees previously approved at the August 15th, 2023 meeting for Township Staff to seek bids for the park sign project. Bids were opened on August 31st, 2023. After bids were opened, staff were in consistent communication with the low bidder Bill Car Signs to discuss the project and design options for the signs. Attached to the memo are the final design options submitted to the Township for consideration. RSD is proposing option 1a for current signs and 2b for future mini park signs.

Per the RFP Bill Carr signs will design, furnish, and install (17) new, non-lit, post and panel signs, with (6) being double sided and (11) single sided. The signs will be made from a material designed to withstand adverse weather conditions. Posts will be sized to withstand high winds, with a minimum of 42" installed in concrete footings. Signs will display the park name, Ypsilanti Township logo, and when appropriate, space for mounting grant seals. Overall size of the signs are 76 ³/₄"H x 96"W. Decoration to be digitally printed vinyl with UV protective overlaminate. Existing signs will be removed and disposed of, unless otherwise requested by the Township.

Double sided signs will be placed at: Clubview Park, Community Center Park, CommUnity Skate Park. Fork Heritage Park, Ford Lake Park, Lakeview Park

Single sided signs will be placed at: Appleridge Park, Burns Park, Harris Park, Hewens Creek Park, Lakeside Park, Loonfeather Pointe Park, Nancy Park, North Bay Park, North Hydro Park, Nancy Park, Sugar Brook Park

Bids received are listed below:

| Bill Carr Signs: | \$55,000.00 |
|------------------|-------------|
| BlinkSigns: | \$95,642.71 |



Proudly Serving Michigan for over 100 yr

27 February 2024 Quote #20130BC-R

Clerk Heather Jarrel-Roe Supervisor Brenda Stumbo Ypsilanti Township 17 park locations 7200 S. Huron River Dr. Ypsilanti, MI 48197

OPTION 1:

We at Bill Carr Signs would like to thank you for the opportunity to be of service. We look forward to completing the following project with your approval.

We will design, furnish, and install (17) new, non-lit, post and panel signs, with (6) being double sided and (11) single sided. The signs will be made from a material designed to withstand adverse weather conditions. Posts will be sized to withstand high winds, with a minimum of 42" installed in concrete footings. All signs will adhere to the stipulations as put forth in the RFP, including but not limited to: displaying the park name with a minimum 10" lettering, at least an 18" diameter Ypsilanti Township logo, and when appropriate, space for mounting grant seals. Overall size of the signs in Option 1 are 76 ¾"H x 96"W. Signs consist of 6mm alupanel mounted to 3" square tube framing and installed on 3" square posts. Decoration to be digitally printed vinyl with UV protective overlaminate. A complete system solution is the intent of this bid. All existing signs will be removed and disposed of, unless otherwise requested by the Township.

| Signage | \$31,600.00 |
|--------------|-------------|
| Permits | 3,000.00 |
| Installation | 20,400.00 |
| TOTAL | \$55,000.00 |
| | |

For the sum of Fifty Five Thousand and 00/100 dollars

Production Time: 6-8 weeks, after we receive signed quote, drawing, deposit, and permit if required.

PRICE QUOTATION GOOD FOR 15 DAYS

TERMS: 50% down, balance due upon completion

SALES TAX: 6% State of Michigan Sales Tax will be added to non-labor items if not already listed.

PERMIT/VARIANCE FEES – If required will be billed at additional cost, plus \$150 procurement / Engineering cost is additional. **FINAL ELECTRICAL** – Hook up by others (if applicable)

WARRANTY – 12 MONTHS ON CRAFTSMANSHIP AND MATERIALS BARRING VANDALISM & ACTS OF GOD [see Manufacturer's Warranty for complete details] PRICES, as indicated above, are minimal estimates for art or sign work only. Changes and or time additions, delays caused by the client, engineered drawings, special consultations and all other expenses that cannot be estimated accurately in advance will be billed extra unless otherwise specified herein. FINISHED art renderings will be released for use by the client only. Art renderings, sketches, and prototypes are the property of Bill Carr Signs, Inc. and are for exclusive use by the customer only.

SPECIAL conditions on the client's purchase orders in no way negate the above terms of this sale. In ordering the work described above, the client accepts all these terms whether noted on purchase orders or not.



27 February 2024 Quote #20130BC-R Page 2

THE CLIENT agrees to pay all costs of collection in the event of default of payment by the client, including actual attorney's fee. In the event of delinquent payments, the client will be charged at a rate of 1.5% interest for every month, after the first 45 days. If payment is not made within 80 days of job completion and a lien must be placed on the property, there will be a \$175 filing fee added to the balance. This fee along with balance on the account will have to be paid in full before lien will be released.

THE SIGNS SHALL REMAIN THE PROPERTY of Bill Carr Signs, Inc. until paid for in full. In the event the client is delinquent in payment for more than 45 days Bill Carr Signs, Inc. reserves the right to remove the signage from the premise without notice of the client. The client is responsible for any re-installation costs of said signage. The client shall hold Bill Carr Signs, Inc. free of any liability whatsoever.

THIS AGREEMENT IS BEING ENTERED INTO IN GENESEE COUNTY, MICHIGAN

Brett Chittick

Clerk Heather Jarrel-Roe Ypsilanti Township Date

Brett Chittick Bill Carr Signs, Inc.

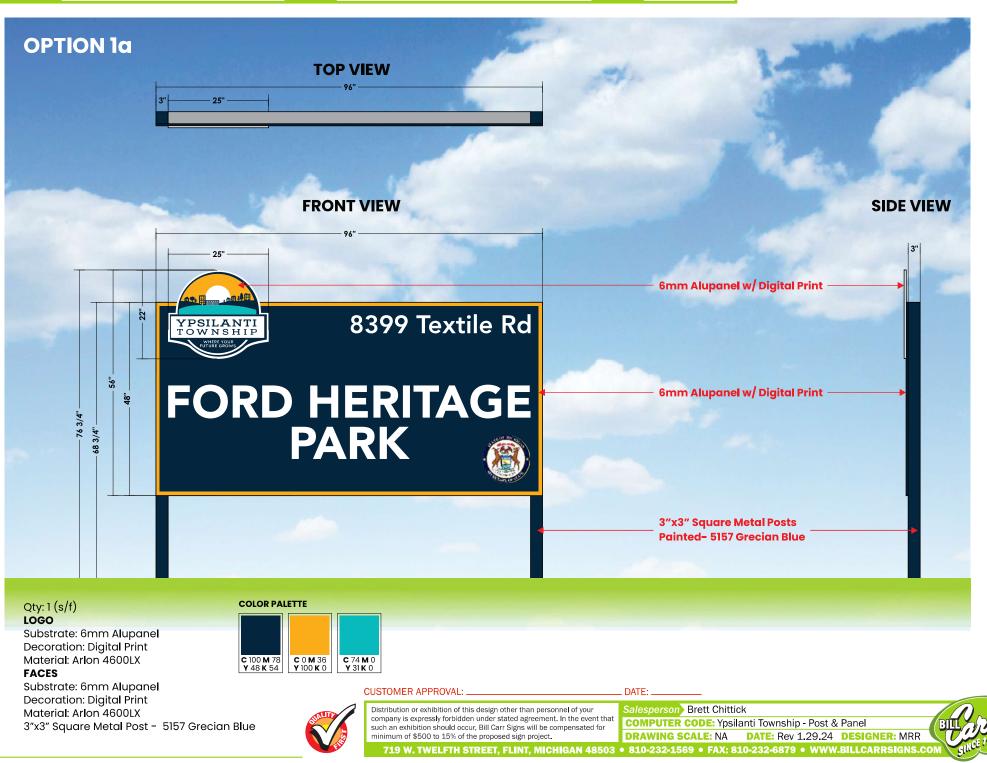
RET

Date

2/27/2024

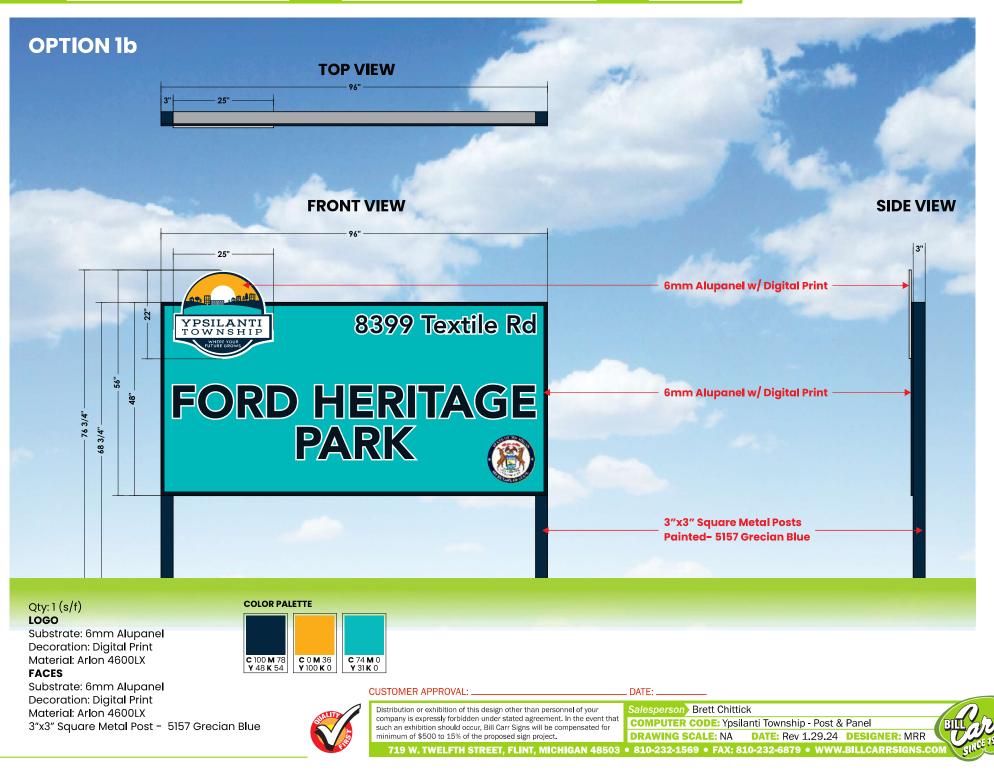
Supervisor Brenda Stumbo Date Ypsilanti Township JOB POST & PANEL

WO#



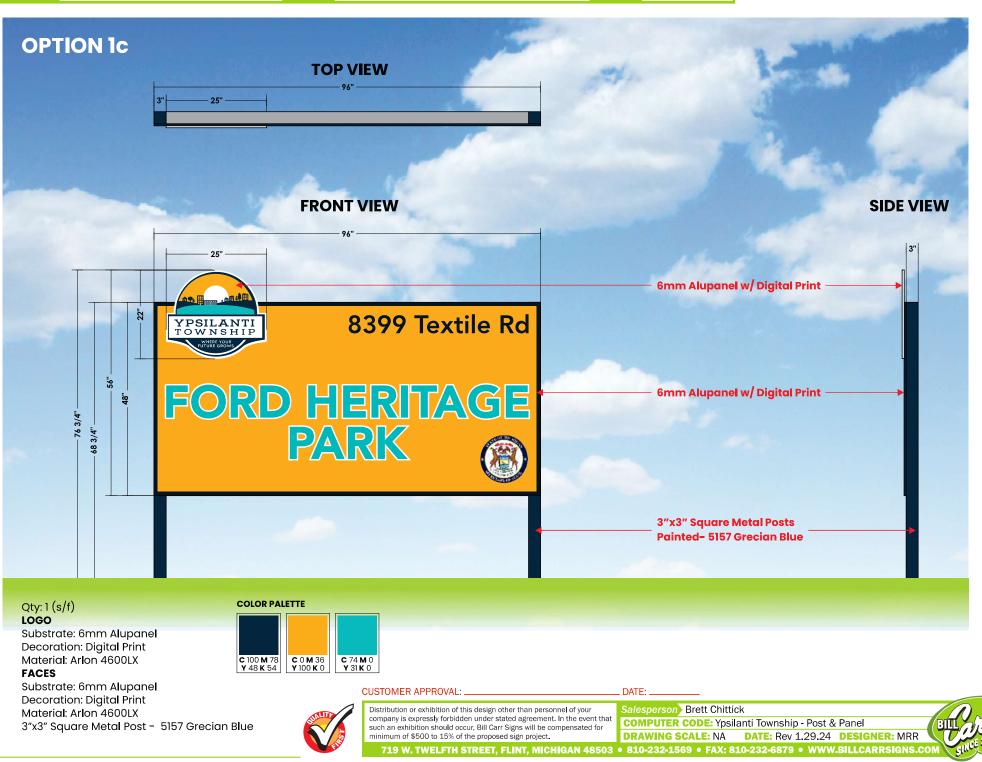
JOB POST & PANEL

WO#



JOB POST & PANEL

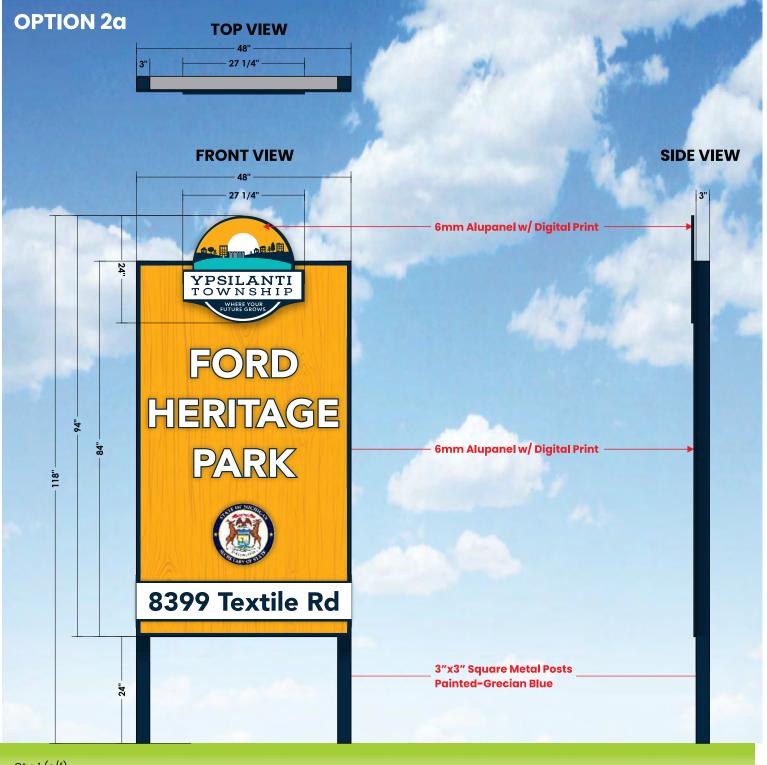
WO#



CLIENT YPSILANTI TOWNSHIP

JOB POST & PANEL

WO#



Qty: 1 (s/f) **LOGO**

Substrate: 6mm Alupanel Decoration: Digital Print Material: Arlon 4600LX FACES Substrate: 6mm Alupanel Decoration: Digital Print Material: Arlon 4600LX 3"x3" Square Metal Post - 5157 Grecian Blue

CUSTOMER APPROVAL:

Distribution or exhibition of this design other than personnel of your company is expressly forbidden under stated agreement. In the event that

such an exhibition should occur, Bill Carr Signs will be compensated for minimum of \$500 to 15% of the proposed sign project.

COLOR PALETTE



DATE:

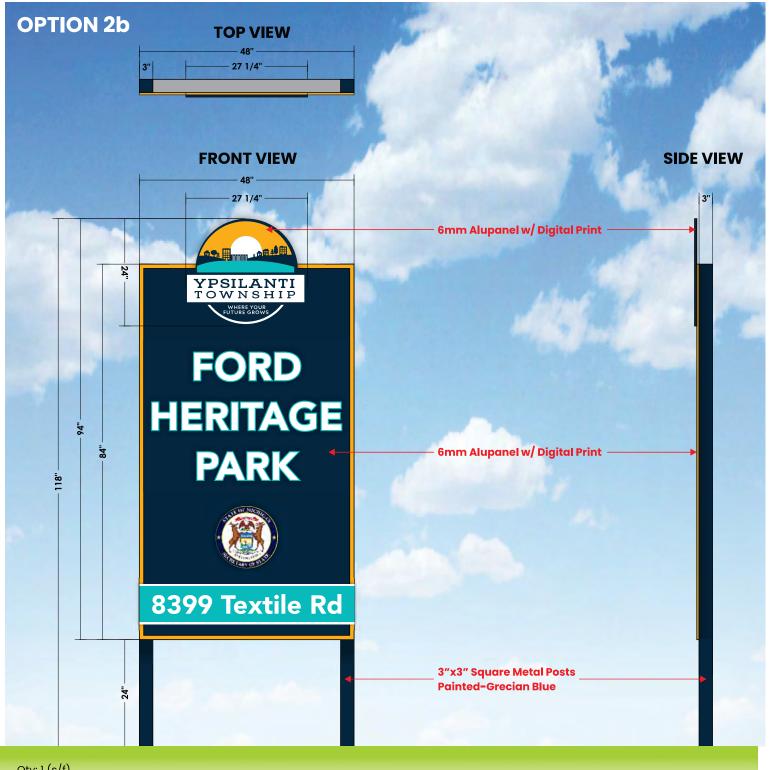
719 W. TWELFTH STREET, FLINT, MICHIGAN 48503 • 810-232-1569 • FAX: 810-232-6879 • WWW.BILLCARRSIGNS.CO

Salesperson Brett Chittck

COMPUTER CODE: Ypsilanti Township - Post & Panel

DRAWING SCALE: NA DATE: Rev 1.29.24 DESIGNER: MRR

CLIENT YPSILANTI TOWNSHIP JOB **POST & PANEL** WO#



Qty: 1 (s/f) LOGO

Substrate: 6mm Alupanel Decoration: Digital Print Material: Arlon 4600LX FACES Substrate: 6mm Alupanel Decoration: Digital Print Material: Arlon 4600LX 3"x3" Square Metal Post - 5157 Grecian Blue

COLOR PALETTE





CUSTOMER APPROVAL:

DATE:

Salesperson Brett Chittck COMPUTER CODE: Ypsilanti Township - Post & Panel DRAWING SCALE: NA DATE: Rev 1.29.24 DESIGNER: MRR 719 W. TWELFTH STREET, FLINT, MICHIGAN 48503 • 810-232-1569 • FAX: 810-232-6879 • WWW.BILLCARRSIGNS.CO CLIENT YPSILANTI TOWNSHIP

JOB POST & PANEL

WO#



Qty: 1 (s/f) LOGO

Substrate: 6mm Alupanel Decoration: Digital Print Material: Arlon 4600LX FACES Substrate: 6mm Alupanel Decoration: Digital Print Material: Arlon 4600LX 3"x3" Square Metal Post - 5157 Grecian Blue

COLOR PALETTE





OTHER BUSINESS

PUBLIC COMMENTS

BOARD MEMBER UPDATES