

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JANUARY 21, 2025 REGULAR BOARD MEETING**

Township Supervisor Brenda Stumbo called the meeting to order at 6:00 pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

**Members Present:** Supervisor Brenda Stumbo, Clerk Debbie Swanson and Treasurer Stan Eldridge  
Trustees: Karen Lovejoy Roe, Gloria Peterson, John Newman II and LaResha Thornton

**Legal Counsel:** Wm. Douglas Winters

Supervisor Stumbo requested and the board had no objections to the following changes to the agenda.

- Fire Department Honors will be postponed until February 18, 2025.
- Under New Business, item # 5, “and appointment of the March Board Members of Review Members” was eliminated since they were appointed on December 3, 2024.
- Item #13, “contingent upon attorney approval” was added.

The Pledge of Allegiance was recited followed by a moment of silent prayer.

## **CONSENT AGENDA**

### **A. MINUTES OF DECEMBER 17, 2024 REGULAR MEETING**

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve December 17, 2024 minutes.

Trustee Karen Lovejoy Roe requested to pull the minutes and statements and checks. She requested her comments about the 12/17/24 minutes be written verbatim in the minutes for this meeting. (see attached)

The motion **to approve** carried unanimously.

**B. STATEMENTS AND CHECKS**

1. STATEMENTS AND CHECKS FOR JANUARY 7, 2025 IN THE AMOUNT OF \$1,994,167.28
2. STATEMENTS AND CHECKS FOR JANUARY 21, 2025 IN THE AMOUNT OF \$1,403,001.58
3. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR DECEMBER 2024 IN THE AMOUNT OF \$35,134.73
4. CLARITY HEALTHCARE ADMIN FEE FOR DECEMBER 2024 IN THE AMOUNT OF \$1,661.05

A motion was made by Treasurer Eldridge and supported by Trustee Newman to approve the Statements and Checks.

The motion carried unanimously.

Karen Lovejoy Roe made a motion for the trustees to be given copies of the detailed monthly invoice for attorneys McLain and Winters.

A motion was made by Lovejoy Roe and supported by Trustee Thornton.

Lovejoy Roe... yes	Newman...no	Peterson...no	Swanson...no
Stumbo...no	Eldridge...no	Thornton...no	

**C. TREASURER'S REPORT DECEMBER 2024**

A motion was made by Treasurer Eldridge and supported by Clerk Swanson to approve December 2024 Treasurer's Report.

The motion carried unanimously.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Legal update was provided by Attorney Winters. (refer to audio)

## NEW BUSINESS

### 1. AMEND THE TOWNSHIP BOARD RULES

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the amendment to the Township Board Rules. (see attached)

The motion carried unanimously.

### 2. AUTHORIZATION TO ENTER INTO NEGOTIATIONS TO SELL TOWNSHIP OWNED PROPERTY AT 599 E GRAND BLVD

A motion was made by Trustee Peterson and supported by Trustee Lovejoy Roe to approve the authorization to enter in negotiations to sell township owned property at 599 E Grand Blvd.

The motion carried unanimously.

### 3. AUTHORIZATION TO ENTER INTO NEGOTIATIONS TO SELL TOWNSHIP OWNED PROPERTY AT 2302 HOLMES RD

A motion was made by Trustee Peterson and supported by Trustee Thornton to approve the authorization to enter in negotiations to sell township owned property at 2302 Holmes Rd.

The motion carried unanimously.

### 4. AUTHORIZATION TO ENTER INTO NEGOTIATIONS TO SELL TOWNSHIP OWNED PROPERTY AT 142 DEVONSHIRE RDA

A motion was made by Trustee Lovejoy Roe and supported by Trustee Peterson to approve the authorization to enter in negotiations to sell township owned property at 142 Devonshire Rd.

The motion carried unanimously.

**5. ADOPTION OF 2025 BOARD OF REVIEW SCHEDULE ~~AND APPOINTMENT OF THE MARCH BOARD OF REVIEW MEMBERS~~**

A motion was made by Trustee Lovejoy Roe and supported by Trustee Peterson to approve the adoption of 2025 Board of Review Schedule. (see attached)

The motion carried unanimously.

**6. AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE AT A PROPERTY IDENTIFIED AS 539 KENNEDY AVE; BUDGETED IN ACCOUNT #101-729-801.023**

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve the authorization for circuit court litigation to abate a public nuisance at a property identified as 539 Kennedy Ave. budgeted in account #101-729-801.023.

The motion carried unanimously.

**7. AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE AT A PROPERTY IDENTIFIED AS 1314 E FOREST AVE; BUDGETED IN ACCOUNT #101-729-801.023**

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to approve the authorization for circuit court litigation to abate a public nuisance at a property identified as 1314 E Forest Ave., budgeted in account #101-729-801.023.

The motion carried unanimously.

**8. AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE AT A PROPERTY IDENTIFIED AS 2277 BRYN MAWR ST; BUDGETED IN ACCOUNT #101-729-801.023**

A motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to approve the authorization for circuit court litigation to abate a public nuisance at a property identified as 2277 Bryn Mawr St., budgeted in account #101-729-801.023.

The motion carried unanimously.

**9. AUTHORIZATION TO APPROVE AGREEMENT WITH MUNIVATE LLC FOR IMPROVEMENTS TO THE BUILDING DEPARTMENT PLATFORM TO THE BS&A OPERATING PROGRAM FOR \$14,247.52, BUDGETED IN LINE ITEM #249-371-818.000**

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to approve the agreement with Munate LLC for improvements to the building department platform to the BS&A Operating Program for \$14,247.52, budgeted in line item #249-371-818.000. (see attached)

The motion carried unanimously.

**10. AUTHORIZATION TO APPROVE AMENDMENTS TO THE 2024-25 WASHTENAW COUNTY SENIOR NUTRITION CONTRACT**

A motion was made by Trustee Peterson and supported by Trustee Lovejoy Roe to approve the amendments to the 2024-25 Washtenaw County Senior Nutrition Contract. (see attached)

The motion carried unanimously.

**11. AUTHORIZATION TO SIGN MEMORANDUM OF AGREEMENT (MOU) BETWEEN YPSILANTI TOWNSHIP AND WASHTENAW COUNTY WATER RESOURCE COMMISSION (WCWRC) FOR THEIR ARPA STORMWATER GRANT PROGRAM**

A motion was made by Trustee Peterson and supported by Trustee Lovejoy Roe to approve the authorization to sign the MOU between Ypsilanti Township and Washtenaw County Water Resource Commission (WCWRC) for the ARPA Stormwater Grant program. (see attached)

The motion carried unanimously.

**12. AUTHORIZATION TO SIGN AGREEMENT FOR THE WASHTENAW COUNTY ROAD COMMISSION (WCRC) TO REPLACE THE ELLIS ROAD CULVERT IN THE AMOUNT OR \$115,500.00 BUDGETED IN LINE ITEM #101-902-981.130**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the authorization to sign agreement for the Washtenaw County Road Commission (WCRC) to replace the Ellis Road Culvert in the amount of \$115,000.00 budgeted in line item #101-902-981.130. (see attached)

The motion carried unanimously.

**13. RESOLUTION 2025-01, AUTHORIZING ADMINISTRATION OF FISCAL YEAR 2024 COMMUNITY PROJECT FUNDING GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (AMERICAN CENTER FOR MOBILITY), CONTINGENT UPON ATTORNEY REVIEW**

A motion was made Treasurer Eldridge and supported by Trustee Thornton to approve Resolution 2025-01, authorizing administration of fiscal year 2024 Community Project funding grant from the U.S. Department for Housing and Urban Development (American Center for Mobility), contingent upon attorney review. (see attached)

The motion carried unanimously.

**14. RECOMMENDATION FOR APPOINTMENT OF ALTERNATES TO THE ZONING BOARD OF APPEALS**

A motion was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe to approve the recommendation for appointment for Zoning Board of Appeals.

The motion carried unanimously.

**15. REQUEST TO DISCUSS STREAMING OF MEETINGS IN OCTOBER 2025**

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the request to discuss streaming of meetings in October 2025.

There were 5 public comments regarding this agenda item. (refer to audio)

<b>Lovejoy Roe...no</b>	<b>Newman...yes</b>	<b>Peterson...yes</b>	<b>Swanson...yes</b>
<b>Stumbo.....yes</b>	<b>Eldridge.....yes</b>	<b>Thornton...yes</b>	

**16. BUDGET AMENDMENT #1**

A motion was made by Trustee Lovejoy Roe and supported by Trustee Newman to approve Budget Amendment #1. (see attached)

The motion carried unanimously.

**AUTHORIZATION AND BIDS**

**OTHER BUSINESS**

**PUBLIC COMMENTS**

There were 4 public comments. (refer to audio)

**BOARD MEMBER COMMENTS**

**ADJOURNMENT**

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

The motion carried unanimously.

The meeting was adjourned at approximately 8:34PM

Respectfully Submitted,

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

**Debra A. Swanson, Clerk**  
***Charter Township of Ypsilanti***

APPROVED



**Trustee Karen Lovejoy Roe's request for her comments to be included verbatim during the meeting:**

"Thank you. I had um some changes, and I met with Debbie Swanson, clerk today, we had and I think we had a pretty good, fruitful meeting, from my perspective, hopefully she feels the same. And um one of the things that was clear, plus going through the board policy, is that to. Add anything to or to change the minutes, additions or deletions. It seems, it appears, the only thing in the board rules are that you have to ask for your comments to be made verbatim. Um I think it was at the time, and I think they changed the there's a proposition to change that later, but I won't speak to that right now, but um I guess I wasn't aware that with that, and I was just kind of following what we'd always done for since I've been on the board since 1988 and when someone wants to have the additions or changes to the meetings, they add those, or you know, they bring that up. And so I had thought I had done that, and it was interpreted, I think, by the clerk's office that when I said I wanted to amend, and that probably was the wrong word to use. I probably should that I had an addition or a deletion. Um they took that as um I was making amendment to the motion to approve the minutes, and that wasn't the case. So anyway, today's minutes say that I had made an amendment to include the streaming stuff, the conversation that went on informally at end of the December um twenty ahh 3rd meeting, ahh December 3rd meeting about live streaming, and also to include the comments that I had made at a public hearing um on the budget, which was in November. And then I made the comments in December 3rd, and then also made them at the December 17th meeting and our minutes today state that an amendment was made and it died for lack of support to add those and that was not my intention. I've never heard of anyone making an amendment to add their comments or deletions and stuff. So, I would like to ask the board to give the right to go back and add those comments that were made at my request, cause that's what I meant to do um at the December um 17th meeting, um those comments about stream about live streaming, and also about the budget issues with the supervisor's salary and stuff. And I guess at this point I'm going to ask that these comments be included verbatim, since that's what the word the work rules say right now about this issue, if you recall what I'd said, and we can include this verbatim, was that um I repeated again in December 3rd meeting and December 17th, and now this will be the third time the January 20

this meeting is that um I thought I had asked the board to consider, under the budget hearing, to um make all three elected officials the same pay and to not have the stipend of, I think it's 5,000 or \$6,000 of supervisor's role, you know, as a part of um to not have that stipend for a car lease. And I brought that up at those different meetings. And the streaming thing, I think, was done at the end of the meeting under it was either the board comments or other comments, where I brought it up, and I had asked the board, kind of more directed to the the chair, the supervisor, like, you know, should they do as a formal thing? And then um I know Supervisor Stumbo indicated they really weren't prepared, and I that was okay with me, and and she had said that we'll put that on the next agenda. And those are the comments that I wanted to have included and it's kind of up to the board, whether you want to allow those comments to be in or not in, and we'll go from there, because I did not. Board rules say it's supposed to, I supposed to request a verbatim even though past practices we that has not, I don't ever remember us doing it that way. It was always kind of and I really don't want to do it that way, cause I know verbatim is so much work, and we under board rules, we can talk about that. Maybe there's another way that we can get our comments in. You know, whether we can write them. I don't. I don't. I don't want to confuse this and talk about that board rule change at this point. So it really, really, it's up to the board. The board itself has authority to say, yeah, let Karen have her comments in there from that December 17th meeting or not and if you say no then it's a dead issue and we'll move on from there and I'll make sure it's verbatim or whatever the board rules say from now on. Thank you."



## **CHARTER TOWNSHIP OF YPSILANTI BOARD RULES** (amended 12-19-23)

### **Rule 1. Authority**

- 1.1 These rules are adopted by the Board of the Charter Township of Ypsilanti pursuant to MCL 42.7; and shall be reviewed annually at the 1<sup>st</sup> meeting in December of each year for updates should they be requested or required. A majority vote of the Board shall allow for updates to the policy.

### **Rule 2. Meetings**

- 2.1 Regular Schedule. The Township Board shall meet on the first and third Tuesday of each month in regular session. The Township Board shall establish the meeting schedule in December of the prior year. The schedule may be altered due to holidays, elections, or lack of agenda items.
- 2.2 Special Meetings. The Charter Township Board shall meet in Special Session at the call of the Township Clerk upon the written request of the Supervisor or two Members of the Township Board. Notice of Special Meetings shall be given as required by law. Such notices shall be posted at the Civic Center and on the Township Website site at least 18 hours prior to the special meeting and include the date, time and location of the special meeting. The Clerk shall also notify the Board Members of the Special Meeting by email at the Board Members Township email addresses, the purpose, date, time and location of a special meeting at least 24 hours before the time established for the meeting. Business shall not be transacted at a Special Meeting unless the business has been stated in the public notice of the meeting. However, if all members of the Board are present at a Special Meeting,

then business that might lawfully come before a Regular Meeting of the Board may be transacted at the Special Meeting per MCL 42.7 (4).

- 2.3 Place of Meetings. Regularly scheduled meetings shall be held in the Civic Center Board Room. Whenever the regular meeting place of the Township Board shall appear to be inadequate for members of the Public to attend, the meeting can be changed to a larger facility located within the Township upon approval of 2 of the 3 Full-Time Elected Township Officials (Supervisor, Clerk, and Treasurer). A notice of such change shall be prominently posted on the door of the regular meeting place. The Clerk shall also give notice of such change in the location of the Township Board meeting by posting it on the townships' website.
- 2.4 Time of Meeting. Regularly scheduled meetings shall begin at 6:00 P.M. unless the Board Members, by majority vote, set a different starting time.
- 2.5 Change in Schedule. Changes in the regular meeting schedule shall not be made except upon a majority vote of the Board Members at a regularly scheduled meeting prior to the change date request.

### **Rule 3. Public Notice of Meetings**

- 3.1 The Township Clerk shall be responsible for providing the proper and legal notice for all meetings of the Township Board. Such notification shall include, but not necessarily be limited to, the following.
- 3.2 Regular Meeting. The Clerk shall post a notice prior to December 31 of the preceding year indicating the dates, times, and location(s) of the Board's regular meeting schedule for the upcoming year.
- 3.3 Schedule Change. Whenever the Board shall change its Regular Schedule of meetings, the Clerk shall post a notice of the change within 2 days following the meeting in which the change was made.

- 3.4 If the Board shall reschedule a meeting under the provisions of Rule 2.5, or call a Special Meeting under Rule 2.2, the Clerk shall post a notice of such change within 3 days and no meeting, except emergency meetings, shall be held until the notice shall have been posted as required by law. An emergency meeting may be called by the Township Supervisor, who acts as the Township Emergency Management Coordinator, under the Emergency Management Act 390 of 1976.
- 3.5 Emergency Meetings. If an emergency public meeting is held that does not comply with the 18 hour posted notice requirement, the Clerk shall make paper copies of the public notice for the emergency meeting available to the public at that meeting. The notice shall include an explanation of the reasons that the public body cannot comply with the 18-hour posted notice requirement. The explanation shall be specific to the circumstances that necessitated the emergency public meeting, and the use of generalized explanations such as “an imminent threat to the health of the public” or “a danger to public welfare and safety” does not meet the explanation requirements of the law. The Clerk shall follow the law in posting a notice for the emergency meeting, and all postings and notifications in follow up notices with the Washtenaw County Board of Commissioners.
- 3.6 Notification to Media and Others. The Clerk shall notify, without charge, any newspaper, or radio station of such meeting schedule, schedule changes, or special meetings, whenever such newspaper or radio station has filed with the Clerk, a written request for such notice.

#### **Rule 4. Quorum, Attendance, Call of the Township Board**

- 4.1 Quorum. Four Board Members shall constitute a quorum for the transaction of business at all meetings of the Township Board. However, in the absence of a quorum, 2 Board Members may adjourn a Regular or a Special Meeting to a later date.

- 4.2 Upon the absence of the Township Clerk or Township Treasurer, their respectively named Deputies may act in the place of the respective Elected Officials, except for the right to vote, to carry out the Officers business.

### **Rule 5. Regular Meeting Agenda**

- 5.1 Any Board Member, or representative of Township committees or Township staff desiring to place a matter on the agenda shall notify the Clerk of such item(s) by 12:00 pm on the Wednesday preceding the next regularly scheduled meeting. This notification shall also require that the submission be accompanied by ALL information and documents relevant to the request. Once all parties have had the opportunity to submit their agenda requests, the Township Clerk shall prepare the agenda of business for all regularly scheduled Township Board Meetings, only after approval of the agenda has been received from 2 of the 3 Full-Time Elected Township Officials (Supervisor, Clerk, and Treasurer). The purpose of the approval shall be to ensure that items have all of the appropriate and relevant information required for consideration by the Board of Trustees. Such items shall be placed under the heading of “New Business” as appropriate. Items that the Clerk does not receive by the stated deadline shall not be considered by the Board, except upon the unanimous consent of all the Board Members who are present at the scheduled Board Meeting.
- 5.2 Distribution of Agenda and Materials. Upon approval and completion of the agenda, the Clerk shall post on the Township website the agenda and the board packet by 4:30pm on the Friday before the regularly scheduled Board Meeting and no later 18 hours before a Special Board Meeting. The Clerk shall notify all Board Members, via email, by 4:30pm on the Friday prior to the scheduled Board Meeting that the agenda and board packet are available on the website.
- 5.3 Order of Business. The agenda shall be arranged in the following order of business:
1. Call to Order
  2. Salute to the Flag – Pledge of Allegiance and a moment of Silent Prayer

3. Consent Agenda
  - A. Minutes
  - B. Statements and Checks
  - C. Treasurers Report
4. Attorney Report
5. Old Business
6. New Business
7. Authorizations and Bids
8. Other Business
9. Public Comments \*\* (Speakers shall be limited to 3 minutes of time, per appearance before the Board of Trustees)
10. Board Member Comments
11. Adjournment

\*\* Public Comments shall also be allowed on each agenda item and members of the public may also speak on additional items that may not be listed on the agenda. Time is limited to 3 minutes per speaker. A request to speak again on the same issue by the same speaker shall only be considered after all persons have had an opportunity to speak once on the issue currently before the Board.

## **Rule 6. Conduct of Meetings**

- 6.1 Chairperson. The Township Supervisor shall moderate and chair all meetings of the Township Board. In the absence of the Supervisor, the Clerk shall assume the duties of the Chair.
- 6.2 Board Members wishing to speak shall first obtain the approval of the Supervisor, or Chair, and each person who speaks shall address the Supervisor, or Chair. Other persons at the meeting shall not speak unless called on by the Supervisor, or Chair.
- 6.3 Disorderly Conduct at Meetings. The Supervisor, or Chair, may call to order any person who is being disorderly by speaking, or otherwise disrupting the proceedings

by failing to be germane, by speaking longer than the allotted time, by speaking vulgarities or by making personal attacks. Such person(s) shall thereupon be seated until the Supervisor, or Chair, shall have determined whether the person(s) has complied and is in order. The Supervisor, or Chair, shall have the authority to remove any disruptive person(s) from meetings who fail to comply, via assistance from Law Enforcement authorities if necessary.

## **Rule 7. Record of Meetings**

- 7.1 Clerk Responsibility. The Township Clerk, or their appointed Deputy, shall be responsible for maintaining the official record and minutes of each meeting of the Board. The minutes shall include all the actions of the Board with respect to motions. The record shall include the names of the mover and seconder and the vote of the Board. The record shall also state whether the vote was by voice vote or by roll call, and when by roll call, the record shall show the yes, or no, for each Board Member.
- 7.2 Record of Discussion. The Clerk shall not be responsible for maintaining a written record or summary written record of the discussion or comments of the Board Members, nor of comments made by members of the public. The Clerk, however, shall be responsible for making an electronic tape recording of each entire meeting of the Board, and each such recording shall be posted on the Township website within 24 hours of the completion of each Board Meeting.
- 7.3 Request for Remarks to be Included. Any Board Member may request to have his or her comments, or those of others, printed verbatim as part of the record. The preferred method of request should be made verbally at the public Board Meeting, as it will enable the request to be fulfilled in an easier and shorter time frame. If not made at the Board Meeting, the request can be made via an email request to the Clerk, by noon on the Thursday following the board meeting. Such comments that are requested to be verbatim, shall then be included as a part of the official record of the meeting and shall be



transcribed exactly by the Clerk from the electronic tape recording of the meeting in question.

## **Rule 8. Closed Session**

8.1 The Township Board may meet in a closed session only for the following purposes:

- (a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.
- (b) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement, if either party requests a closed hearing.
- (c) To consider the purchase or lease of real property up to the time an option to purchase, or lease, that real property is obtained.
- (d) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.
- (e) To review and consider the contents of an application for employment or appointment to public office if the candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to the Open Meetings Act.
- (f) To consider material exempt from discussion or disclosure by state or federal statute. A Board is not permitted to go into closed session to discuss an attorney's oral opinion, as opposed to a written legal memorandum. A closed session must be conducted during the course of an open meeting, it is a meeting or part of a meeting of a public

body that is closed to the public. The minutes of the open meeting must include the purpose or purposes for which a closed session is held.

8.2 Going into Closed Session. A 2/3 roll call vote of Board Members present is required to call a closed session, except for the closed sessions permitted under Section 8.1 (a) and (b). The roll call vote and the purpose, or purposes, for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

8.3 Closed Session Minutes. At each closed session, the Clerk shall keep a separate, and full, record of the discussion. This record of minutes shall not be disclosed to the public, except upon a court order. The Clerk may destroy said minutes after one year and one day have passed following the approval of the minutes of the meeting at which the Board approved the closed session.

### **Rule 9. Motions and Resolutions**

9.1 Statement by Chair, Written Motions and Resolutions. No motion or resolution shall be adopted until the motion, or resolution, is stated by the person chairing the meeting. All motions, except procedural motions, and resolutions may be required to be in writing upon demand of any member. This request should only be made in cases where an original motion has incurred multiple changes from its original format, to ensure that all Board Members present have clarity on what they will be voting on and to also provide transparency to the general public as to what the amended motion contains. A request for a short recess, for the purpose of writing out a motion or resolution, shall be in order. Each written motion or resolution in writing shall be read by the Township Clerk before being voted on by the Board Members.

### **Rule 10. Boards and Commissions**

10.1 Appointments. The Supervisor shall appoint, with Township Board confirmation, individuals to fill vacancies on all Township boards and commissions.

## **Rule 11. Voting**

- 11.1 Move the Previous Question. The vote on any motion to end debate/discussion by moving the previous question (motion) shall require a majority vote of the Board Members present. If defeated the debate/discussion on the previous motion continues.
- 11.2 No Discussion on Motion to Move Previous Question. After the Supervisor, or Chair, has stated the motion to end debate/discussion and move the previous question/motion, any further debate/discussion is cut off and the vote is taken to end debate/discussion. There is no discussion on the motion to end debate/discussion and move the previous question.
- 11.3 Requirement to Vote. All Members of the Township Board that are present shall vote on all questions decided by the Board, unless excused by the unanimous consent of the other Board Members present.

## **Rule 12. Parliamentary Authority**

**Roberts Rules of Order**, Newly Revised Edition, In Brief, 2004, shall govern all questions or procedure that are not otherwise provided by these rules or by state law.

All Township Board Rules and parts of such insofar as they conflict with the provisions of these rules hereby are rescinded.

The Charter Township of Ypsilanti Board Rules shall be reviewed annually at the 1st Board Meeting in December to ensure that they are current with changing laws or policies.

Should a change be requested, and subsequently made, to the Board Rules it shall be reviewed and voted upon at the 1st Board Meeting in December by all Board Members present at the meeting, with a majority vote required to either approve or deny the change request(s), unless the change(s) is/are mandated by State or Federal Laws. The change(s) would take effect yearly on January 1<sup>st</sup>.

---

Township Supervisor  
Brenda L. Stumbo  
Township Clerk  
Debbie Swanson  
Township Treasurer  
Stan Eldridge



**YPSILANTI  
TOWNSHIP**  
—ASSESSMENT DEPARTMENT—

---

**Trustees**  
John Newman II  
Gloria Peterson  
Karen Lovejoy Roe  
LaResha Thornton

Below is the tentative schedule set by Linda Gosselin for the March 2025 Board of Review Hearings.

**ORGANIZATIONAL MEETING –All Board Members Must Attend**

No Public Appeals – Roll Presented to Board for Review

Tuesday                      March 4              9:00 AM – 10:00 AM

**PUBLIC HEARINGS**

Monday                      March 10              9:00 AM - 4:00 PM

Tuesday                      March 11              9:00 AM - 4:00 PM

Wednesday                      March 12              5:00 PM - 9:00 PM

**Assessment Notices Mailed**

Assessment notices will be compiled and mailed in mid-January.

**PROFESSIONAL SERVICES AGREEMENT  
FOR HOURLY SOFTWARE REVIEW AND CONFIGURATION**

**THIS AGREEMENT** is dated as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ (**“Agreement”**) and is by and between **Ypsilanti Charter Township** a Michigan Township (**“Township”**) and the Consultant identified in Subsection 1A below.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Township’s statutory powers, the parties agree as follows:

**SECTION 1. CONSULTANT.**

**A. Engagement of Consultant.** The Township desires to engage the Consultant identified below to provide hourly professional consulting services.

Munivate (**“Consultant”**)  
11242 N Meridian Rd  
Pleasant Lake, MI 49272  
Telephone: 517.614.3643  
Email: [kkeyes@munivate.com](mailto:kkeyes@munivate.com)

**B. Project Description.** The Consultant is to provide hourly services, as proposed in Exhibit A, to allow the Township to expand the use of their existing BS&A Building Department .Net software.

**C. Representations of Consultant.** The Consultant has submitted a cost proposal to the Township, a copy of which is attached as Exhibit A to this Agreement (**“Services”**). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**D. Agreement Amount.** The total amount billed by the Consultant for the Services under this Agreement shall not exceed \$14,247.52, as outlined in Exhibit A, unless authorized by the Township or amended pursuant to Subsection 8A of this Agreement.

**SECTION 2. SCOPE OF SERVICES.**

**A. Retention of the Consultant.** The Township retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**B. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement.** This Agreement shall commence upon receipt of written notice from the Township that this Agreement has been fully executed by the Parties (the **“Commencement Date”**).

**D. Reporting.** The Consultant shall report to the Building Official, or their designee, regarding the progress of the Services during the term of this Agreement.

**SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

**A. Agreement Amount.** The total amount billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Township.

**B. Invoices and Payment.** The Consultant shall be paid as provided in Exhibit A. The Consultant shall submit invoices to the Township for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit A. The Township shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

**C. Records.** The Consultant shall maintain records showing actual time devoted and shall permit the authorized representative of the Township to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Township at reasonable times during the Agreement period, and for one year after the termination of the Agreement.

**D. Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

**E. Final Acceptance.** The proposed Service is Consultant time (hourly) and the Services shall be considered complete and accepted on the date and time of delivery, or performance of the service.

#### **SECTION 4. PERSONNEL; SUBCONTRACTORS.**

**A. Key Project Personnel.** Kevin Keyes will primarily be responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Township's prior written approval.

**B. Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Township as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Township for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

**C. Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Township in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Township.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Township, the Consultant shall immediately upon notice from the Township remove and replace such personnel or subcontractor.

The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

## **SECTION 5. CONFIDENTIAL INFORMATION.**

**A. Confidential Information.** The term “**Confidential Information**” shall mean information in the possession or under the control of the Parties relating to the technical, business or corporate affairs of the Parties; property; user information, including, without limitation, any information pertaining to usage of the Party’s computer systems, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the other Party from a source other than the Parties prior to the time of disclosure of said information under this Agreement (“**Time of Disclosure**”); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Township; or (iv) to have been supplied to the Party after the Time of Disclosure without restriction by a third party who is under no obligation to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** The Parties acknowledges that it shall have access to or be directly or indirectly exposed to Confidential Information. The Parties shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent. The Parties shall use reasonable measures at least as strict as those used to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

## **SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE.**

**A. Warranty of Services.** The Consultant warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Township.

**B. Indemnification.** The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Township or the Consultant, indemnify, save harmless, and defend the Township, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys’ fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant’s performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the Township.

**C. Insurance.** Contemporaneous with the Consultant’s execution of this Agreement, the Consultant may provide certificates and policies of insurance, all with coverages and limits acceptable to the Township. Such certificates and policies shall be in a form acceptable to the Township and from companies with a general rating of A minus, and a financial size category of

Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Township. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of this Agreement.

**D. No Personal Liability.** No elected or appointed official, or employee of the Township shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

## **SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.**

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Township and Consultant; or (ii) to create any relationship between the Township and any subcontractor of the Consultant.

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Township employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Township prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation.

**D. Termination.** Notwithstanding any other provision hereof, the Parties may terminate this Agreement at any time upon 15 days prior written notice. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit A.

**E. Term.** The initial term of this Agreement shall commence on the Commencement Date and shall expire once all hourly services outlined in Exhibit A have been performed, or one year from the Commencement Date, whichever is sooner. This term may be extended with written consent from the Parties.

**F. Mutual Cooperation.** The Township agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Township may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Township in the performance of the Services to complete the Work.

**G. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in



any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Township, except original templates provided by the Consultant to the Township from which the work product was created which will remain exclusive property of the Consultant. At the Township's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Township.

## **SECTION 8. GENERAL PROVISIONS.**

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the Township or by the Consultant without the prior written consent of the other party.

**C. Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

**D. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic internet mail ("e-mail"). E- mail notices shall be deemed valid and received by the addressee thereof when delivered by e- mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Township shall be addressed to, and delivered at, the following address:

Ypsilanti Charter Township  
7200 S Huron River Dr  
Ypsilanti, MI 48197  
Attention: Dave Bellars  
email: [dbellars@ypsitownship.org](mailto:dbellars@ypsitownship.org)

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Munivate ("**Consultant**")  
11242 N Meridian Rd  
Pleasant Lake, MI 49272  
Telephone: 517.614.3643  
Attention: Kevin Keyes  
Email: [kkeyes@munivate.com](mailto:kkeyes@munivate.com)

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Township.

**F. Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**G. Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Michigan.

**H. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Township and the Consultant with respect to the Proposal and the Services.

**I. Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**J. Exhibit.** Exhibits A is attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

**K. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

**L. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**CONSULTANT**

**Ypsilanti Charter Township**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date:

**EXHIBIT A**  
**COST PROPOSAL**

**Munivate LLC**

11242 N Meridian Rd  
Pleasant Lake, MI 49272 US  
(517) 614-3643  
kkeyes@munivate.com

**EXHIBIT A**



**Estimate**

ADDRESS  
Belinda Kingsley  
Ypsilanti Township MI

ESTIMATE 1036  
DATE 11/25/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Configuration and Training Onsite	Online Permit Questions Modeling, New Permit and Project Type Identification	6	185.00	1,110.00
	Configuration and Training Onsite	Identify and Document Required Submittals and Plan Review Routing	6	185.00	1,110.00
	Configuration and Training Onsite	Identify and Document Detailed Project Requirements (Permits, Inspections, etc.)	6	185.00	1,110.00
	Configuration and Training Onsite	Configuration of Permits, Projects, Plan Review Routing, Required Documents, Fees, Licensee Types, Workflows, Filter Adjustments for Reports	18	185.00	3,330.00
	Configuration and Training Onsite	Implement BSA-Online Inspection Scheduling	6	185.00	1,110.00
	Configuration and Training Onsite	Configuration Training - Initial	3	185.00	555.00
	Configuration and Training Onsite	Post Training Configuration Adjustments	3	185.00	555.00
	Configuration and Training Onsite	Follow-Up Maintenance and Training	24	185.00	4,440.00
	Travel Expenses Flat	Travel Expenses (Flat, Per Trip)	11	84.32	927.52

We are pleased to provide this Cost Proposal for Services to you. To accept this proposal, please sign below and return to kkeyes@munivate.com to begin scheduling. Depending on the scope of the project, a Scope of Work may also be required prior to scheduling.

TOTAL

**\$14,247.52**

All services (Project Management, Travel, etc.) not related to actual onsite or remote billable days, hours, time, etc., are deemed to be accrued at the time of acceptance of this agreement and may be billed immediately or at a point in the future determined by Munivate LLC unless otherwise specified. It is most common however, for all costs to be billed upon completion of approved billable days, hours, or time. This cost proposal lists estimates for billable days, hours, or time to complete requested work. The final invoice will include actual days, hours, or times accrued. Travel is calculated based on onsite days proposed, actual amount to be adjusted based on actual onsite days on final invoice.



OFFICE OF COMMUNITY &  
ECONOMIC DEVELOPMENT

*Collaborative solutions for a promising future*

415 W. Michigan Avenue  
Ypsilanti, MI 48197

734.544.6748 (P)  
734.544.6749 (F)

[www.washtenaw.org/oced](http://www.washtenaw.org/oced)  
[twitter@WashtenawOCED](https://twitter.com/WashtenawOCED)

[facebook.com/washtenawoced](https://facebook.com/washtenawoced)  
[www.opportunitywashtenaw.org](http://www.opportunitywashtenaw.org)

August 30, 2024  
Update December 18, 2024

Contract # 54296.2

Brenda Stumbo, Supervisor  
Debra A. Swanson, Clerk  
Charter Township of Ypsilanti  
2025 E. Clark,  
Ypsilanti, MI 48198

Dear Brenda Stumbo and Heather Jarrell Roe:

Washtenaw County wishes to amend the contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, the Service Contract between Washtenaw County and Charter Township of Ypsilanti dated October 1<sup>st</sup>, 2022.

Amend ARTICLE II – COMPENSATION

Upon completion of the above services and submission of Invoices the County will pay Contractor an amount not to exceed \$13,375 (thirteen thousand and three hundred seventy-five dollars) annually.

Your site will be reimbursed by Meal/Unit distributed as follows:

Senior Café - 5,944/Units at \$2.25 per Meal/Unit = \$13,375

Total Grant Amount = \$13,375

Amend ARTICLE IV – TERM

This contract shall be in full force and effect for the term of one (1) year commencing October 1, 2024, and terminating on September 30, 2025. This is the final year of the three-year contract.

**MEMORANDUM OF UNDERSTANDING FOR  
ARPA STORMWATER PROGRAM**

**BETWEEN**

**CHARTER TOWNSHIP OF YPSILANTI, 7200 S. HURON RIVER DRIVE, YPSILANTI, MI  
48197**

**AND**

**WASHTENAW COUNTY GOVERNMENT, 705 N. ZEEB ROAD, ANN ARBOR, MI 48103**

This document constitutes a Memorandum of Understanding between Ypsilanti Charter Township, herein referred to as the “sponsored party” and Washtenaw County Water Resources Commissioner’s Office “WCWRC” starting March 1, 2024, and will expire on December 31, 2026.

Background:

The WCWRC is committed to the protection of surface water and the environment by providing stormwater management, flood control, development review, and water quality programs. Through the County’s American Rescue Plan Act, WCWRC has committed a total of \$2,000,000 from years 2023-2025 to aid in further implementation. The program’s intent is to further enable stormwater projects that provide improved water quality, flood control, or green infrastructure while restoring or protecting environmental features in local watersheds, and provides incentives for undertaking projects in disadvantaged communities. Approved construction costs as described in the application are reimbursed at up to 50% of approved expenses. All reimbursements must be spent by December 31, 2026.

Specifics: Terms and requirements provided in the attached process apply.

***The Sponsored Party agrees to:***

1. Provide a minimum of 50% matching funds of the construction costs of the project. Indirect costs such as planning, feasibility, hydraulic/hydrologic studies, engineering, etc. are not eligible for reimbursement.
2. Comply with all applicable regulatory and permit requirements, including county provisions such as ADA or prevailing wage.
3. Acknowledge overhead costs associated with the sponsored party’s staff will not be considered expenses eligible for reimbursement.
4. Use engineering plans that will be or were prepared by a licensed engineer, landscape architect, or similar professional.
5. Competitively bid and award the construction contract to the lowest responsible bidder, except in such cases where the sponsored party or their grant partner will provide the labor and/or materials for construction themselves.
6. Provide invoices detailing total construction expenses and the County’s amount to be reimbursed (50%).
7. Fill out project update reporting form (no more than quarterly) sent by a member

of the WCWRC staff.

8. Additional reporting metrics specific to the request.
9. Permit the County to highlight the project in education and outreach efforts, including, but not limited to social media and the County's website.
10. Fill out a brief survey at the end of the project to help improve the sponsorship process for others.
11. Become a vendor at the County, which will allow for payments to be processed.
12. The sponsored will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the sponsored party's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the sponsored party, any sub-contractor, or any employee, agent or representative of the sponsored party or any sub-contractor.
13. The Sponsored Party will maintain at its own expense during the term of this Contract, the following insurance:

Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the

Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

**Washtenaw County Water Resources Commissioner's Office agrees to:**

1. Reimburse 50% of total qualified costs. The total amount paid to the sponsored party is not to exceed \$77,000.00 annually.

By signing this document, Washtenaw County and the sponsored party agree to abide by the terms and conditions contained in this Memorandum of Understanding for the purpose of the ARPA stormwater program. Either party may cancel this MOU with 30 days' notice.

ATTESTED TO:

WASHTENAW COUNTY

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

By: \_\_\_\_\_  
Gregory Dill (DATE)  
County Administrator

APPROVED AS TO CONTENT:

CHARTER TOWNSHIP OF YPSILANTI

By: \_\_\_\_\_  
Gretchen D. Driskell (DATE)  
Department Head

By: \_\_\_\_\_  
Brenda Stumbo (DATE)  
Supervisor

APPROVED AS TO FORM BY

BY: \_\_\_\_\_  
Michelle Billard (DATE)  
Office of Corporation Counsel





**YPSILANTI TOWNSHIP AGREEMENT**  
**Ellis Road Culvert (C1118001)**

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the Township Board of Ypsilanti Township (“Ypsilanti Township”), Washtenaw County, and the Board of County Road Commissioners of the County of Washtenaw (“WCRC”).

WHEREAS, Ypsilanti Township desires WCRC to replace the local road culvert (C1118001) on Ellis Road, North of Morgan Road in Ypsilanti Township (the Project); and

WHEREAS, Ypsilanti Township has been awarded a Washtenaw County stormwater program grant administered by the Washtenaw County Water Resources Commissioner’s Office in the amount of \$77,000 for the Project; and

WHEREAS, the 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, WCRC will complete the Project as specified herein in accordance with its standards and any applicable permit requirements; and

IT IS FURTHER AGREED that the actual Project costs less the stormwater grant amount will be split equally between Ypsilanti Township and the WCRC; and

IT IS FURTHER AGREED that Ypsilanti Township shall seek reimbursement for the stormwater grant amount from the Washtenaw County Water Resource Commissioner’s office; and

IT IS FURTHER AGREED, following the completion and final accounting of the Project, WCRC will submit an invoice to Ypsilanti Township for the actual Project costs. Ypsilanti Township agrees to remit payment within 30 days from receipt of the invoice. The invoice shall provide supporting detail and information, which reasonably identifies the Project Costs.



RESOLUTION 2025-01

AUTHORIZING ADMINISTRATION OF FISCAL YEAR 2024 COMMUNITY PROJECT FUNDING  
GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
(American Center for Mobility)

Charter Township of Ypsilanti  
County of Washtenaw, State of Michigan

---

WHEREAS, the Charter Township of Ypsilanti (“Township”) has been awarded a \$1,666,297.00 Fiscal Year 2024 Community Project Funding Grant (the “Grant”) from the U.S. Department of Housing and Urban Development (“HUD”), for the purposes of an American Center for Mobility (“ACM”) infrastructure project (the “Project”), located within the Township, to complete certain infrastructure including common area infrastructure such as roads, utilities, and storm sewers and to develop certain portions of the so-called “ACM technology park” that will allow ACM to build upon the mobility and technology ecosystem it has already developed with its testing and garage system(s) and related activities within the Township;

WHEREAS, the funds from the Grant will either pass-through the Township to ACM or be funded directly to ACM, as payment for or reimbursement of costs to fund the Project;

WHEREAS, the Township and its residents will receive a material benefit from the Grant and the Project because, among other reasons, the improvements to be funded by the Grant will be located within the Township and the Township will receive revenue generated by ACM’s construction of such improvements by virtue of an existing agreement in lieu of taxes to which ACM and the Township are parties;

WHEREAS, to relieve the Township of the burden of administering the Grant, the Township desires to authorize ACM, on behalf of the Township, to administer all aspects of the Grant, and ACM is willing to undertake the responsibility of administering the Grant, including but not limited to completing necessary documentation; managing, submitting and reporting all information related to the Project as required by the Grant on SAM.gov and any other Federal grant systems; communicating with HUD; and submitting disbursement requests and administering and receiving funds under the Grant for the Project;

WHEREAS, it is anticipated that (i) the Grant may require further actions of this Governing Body beyond those that are authorized in this Resolution, including potentially the execution of a Grant Agreement between HUD and the Township (“Grant Agreement”) and (ii) the Township and ACM will enter into a “Memorandum of Understanding” (or other similar agreement) (the “MOU”) to detail their arrangement regarding the Grant Agreement (and not set forth in this Resolution), with the expectation that the Township should incur no cost or liability in any material respect under the Grant Agreement or the MOU, and it is understood that any matter requiring this Governing Body’s authorization that is not authorized in this Resolution (including the Township’s approval and execution of the Grant Agreement and the MOU) will require this Governing Body’s subsequent authorization at a later date; and

WHEREAS, this Governing Body has carefully considered the Grant and finds that the Grant, the Project and the matters herein are in the Township's best interest and will serve a valid and legitimate public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNING BODY, THAT:

1. Authorization. ACM is authorized, on behalf of the Township, to administer all aspects of the Grant, including but not limited to completing, managing, submitting and reporting all information related to the Project as required by HUD and/or the Grant on SAM.gov and any other Federal grant systems and submitting disbursement requests and administering and receiving funds under the Grant for the Project. To allow ACM to fulfill such authorization, if HUD requires any items to be signed by the Township, which have been authorized herein to be submitted by ACM, then the Township Supervisor is hereby authorized and directed to sign such items.

2. No Violation of Federal Law. This Resolution is subject to the qualification and limitation that it shall not authorize anything that is prohibited by Federal law.

3. Future Actions. Any matter related to the Grant and requiring this Governing Body's authorization that is not authorized in this Resolution, including the Grant Agreement and the MOU, will require this Governing Body's subsequent authorization in a separate resolution at a later date.

4. No Conflicts. All existing resolutions and parts of existing resolutions in conflict with this Resolution are hereby repealed (if any). For the avoidance of doubt, as used herein, the term "Governing Body" means the Township's Board of Trustees.

---

---

**AGREEMENT SUMMARY**

**C1118001- Ellis Road Culvert**

Project Cost Estimate \* = \$154,000

**Estimated Project Cost Summary**

Stormwater Grant- Township Share (Fixed amount) = \$77,000

Township Share (50% of remaining estimated cost) = \$38,500

Less WCRC Share (50% of remaining estimated cost) = (\$38,500)

**Estimated Amount to be Paid by Ypsilanti Township to WCRC under this Agreement:** = **\$115,500**

\*The actual cost will be based on the final accounting by WCRC.

**FOR YPSILANTI TOWNSHIP:**

\_\_\_\_\_  
Brenda Stumbo, Supervisor

\_\_\_\_\_  
Debra A. Swanson, Clerk

**FOR BOARD OF COUNTY ROAD COMMISSIONERS OF WASHTENAW COUNTY:**

\_\_\_\_\_  
Barbara Fuller, Chair

\_\_\_\_\_  
Matthew MacDonell, Managing Director

**CHARTER TOWNSHIP OF YPSILANTI  
2025 BUDGET AMENDMENT # 1**

JANUARY 21, 2025

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND** **Total Increase** \$116,670.00

Request to carryforward the approved professional services of Carlisle Wortman for planning support. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$21,670.00
			<u>\$21,670.00</u>
		<b>Net Revenues</b>	<u><u>\$21,670.00</u></u>
Expenditures:	Professional Services	101-703-801.000	\$21,670.00
			<u>\$21,670.00</u>
		<b>Net Expenditures</b>	<u><u>\$21,670.00</u></u>

Request to carryforward the approved transportation study contracted with Infrastructure Engineering Inc. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$95,000.00
			<u>\$95,000.00</u>
		<b>Net Revenues</b>	<u><u>\$95,000.00</u></u>
Expenditures:	Professional Services	101-703-801.000	\$95,000.00
			<u>\$95,000.00</u>
		<b>Net Expenditures</b>	<u><u>\$95,000.00</u></u>

**236 - 14B DISTRICT COURT FUND** **Total Increase** \$2,252.00

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

Revenues:	Prior Year Fund Balance	236-000-699.999	\$2,252.00
			<u>\$2,252.00</u>
		<b>Net Revenues</b>	<u><u>\$2,252.00</u></u>
Expenditures:	Salary PTO Payout	236-286-708.004	\$2,092.00
	FICA	236-286-715.000	\$160.00
			<u>\$2,252.00</u>
		<b>Net Expenditures</b>	<u><u>\$2,252.00</u></u>

**597 - COMPOST FUND** **Total Increase** \$88,500.00

Request to carryforward the approved 2024 purchase of a screencore unit from Maverick. The equipment was delivered on 1/14/2025. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	597-000-699.999	\$88,500.00
			<u>\$88,500.00</u>
		<b>Net Revenues</b>	<u><u>\$88,500.00</u></u>
Expenditures:	Capital Outlay - Improvement	597-590-971.008	\$88,500.00
			<u>\$88,500.00</u>
		<b>Net Expenditures</b>	<u><u>\$88,500.00</u></u>

Motion to Amend the 2025 Budget (#1)

Move to increase the General Fund budget by \$116,670 to \$21,029,099 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$2,252 to \$1,867,663 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$88,500 to \$890,597 and approve the department line item changes as outlined.