

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 1, 2025 REGULAR BOARD MEETING**

Board Meetings are audio recorded and posted on the website

DETERMINATION OF QUORUM

Supervisor Stumbo determined a quorum was present.

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, John Newman II*, Gloria Peterson*, and LaResha Thornton

**Trustee Newman and Trustee Peterson arrived after the meeting was called to order. Their arrival is noted in the agenda at the appropriate times*

Members Not Present:

Legal Counsel: Wm. Douglas Winters

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

FIRE DEPARTMENT HONORS

APPROVAL OF AGENDA

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

The motion carried unanimously.

CONSENT AGENDA

A. MINUTES OF MARCH 18, 2025 REGULAR MEETING

B. STATEMENTS AND CHECKS

**1. STATEMENTS AND CHECKS FOR APRIL 1, 2025 IN THE
AMOUNT OF \$1,354,292.15**

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve the Consent Agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

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

NEW BUSINESS

**1. ACCEPT AND SIGN THE WASHTENAW COUNTY LEASE AGREEMENT
FOR TEMPORARY USE OF THE 14A-2 COURTROOM AND OFFICE
SUITE**

A motion was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe to accept and sign the Washtenaw County Lease Agreement for the temporary use of the 14A-2 Courtroom and Office Suite. (see attached)

The motion carried unanimously.

**2. APPROVE RESOLUTION 2025-07, TO AUTHORIZE PROPERTY SALE
TO CHARLY ABELSON, LOCATED AT 1687 EMERSON**

Clerk Swanson read the resolution into the record.

A motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to approve Resolution 2025-07, to authorize property sale to Charly Abelson, located at 1687 Emerson. (see attached)

The motion carried unanimously.

3. APPROVE AGREEMENT WITH MUNIVATE LLC FOR RECONCILIATION OF THE BOND AND ESCROW ACCOUNTS IN THE BS&A BUILDING MODULE, NOT TO EXCEED \$11,100.00, BUDGETED IN LINE ITEM #249-371-818.000

A motion was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe to approve agreement with Munate LLC for reconciliation of the bond and escrow accounts in the BS&A Building Module, not to exceed \$11,100.00, budgeted in line item #249-371-818.000. (see attached)

The motion carried unanimously.

4. APPROVE RESOLUTION 2025-08, BOARDS AND COMMISSIONS APPOINTMENTS TO WASHTENAW REGIONAL RECYCLING MANAGEMENT AUTHORITY (WRRMA)

~~Clerk Swanson~~ TRUSTEE LOVEJOY ROE read the resolution into the record.

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to approve Resolution 2025-08, Boards and Commissions Appointments to Washtenaw Regional Recycling Management Authority (WRRMA). (see attached)

The motion carried unanimously.

Trustee Newman arrived

5. APPROVE RESOLUTION 2025-09, SUPPORT FOR 2025 MICHIGAN DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND APPLICATION

Clerk Swanson read the resolution into the record.

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve Resolution 2025-09, Support for 2025 Michigan Department of Natural Resources Land and Water Conservation Fund Application. (see attached)

The motion carried unanimously.

6. APPROVE RESOLUTION 2025-10, SUPPORT FOR 2025 MICHIGAN DEPARTMENT OF NATURAL RESOURCES TRUST FUND GRANT APPLICATION

Clerk Swanson read the resolution into the record.

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to approve Resolution 2025-10, Support for 2025 Michigan Department of Natural Resources Trust Fund Grant Application. (see attached)

The motion carried unanimously.

7. APPROVE RESOLUTION 2025-11, SUPPORT OF WASHTENAW COUNTY OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT'S WOODLAWN CEMETERY RESTORATION

A motion was made by Treasurer Eldridge and supported by Clerk Swanson to approve Resolution 2025-11, Support of Washtenaw County Office of Community and Economic Development's Woodlawn Cemetery Restoration. (see attached)

The motion carried unanimously.

8. APPROVE AMENDMENT ONE OF THE MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE CONTRACT WITH WASTE MANAGEMENT FOR AN EXTENSION OF FIVE YEARS

A motion was made by Treasurer Eldridge and supported by Clerk Swanson to approve Amendment One of the Municipal Solid Waste, Recycling and Yard Waste contract with Waste Management for an extension of five years. (see attached)

The motion carried unanimously.

9. APPROVE THE CONTRACTS WITH DESTINATION ANN ARBOR FOR ROWFEST 2025 AND THE FORD LAKE REGATTA CUP TO BE HELD ON FORD LAKE

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve the contracts with Destination Ann Arbor for Rowfest 2025 and the Ford Lake Cup to be held on Ford Lake, contingent upon attorney review. (see attached)

The motion carried unanimously.

Trustee Peterson arrived while Agenda item number 9 was being discussed.

AUTHORIZATION AND BIDS

1. ACCEPT THE BID FOR \$364,000.00 FROM THE DIAMOND FIRM, INC FOR THE APPLERIDGE PARK PLAYGROUND REPLACEMENT AND WALKWAY PAVING WHICH IS FUNDED THROUGH THE WASHTENAW COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

A motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to accept the bid for \$364,000.00 from the Diamond Firm, Inc for the Appleridge Park playground replacement and walkway paving which is funded through the Washtenaw County Development Block Grant Program.

The motion carried unanimously.

OTHER BUSINESS

PUBLIC COMMENTS

There was 1 public comment.

BOARD MEMBER COMMENTS

There were 3 board member comments.

ADJOURNMENT

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

The motion carried unanimously.

The meeting was adjourned at approximately 7:18PM

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

SPACE USE AGREEMENT

AGREEMENT is made this 1st day of April, 2025, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48104 (“County” or “Lessor”) and 14B District Court located 7200 S Huron River Dr, Ypsilanti MI 48197 (“14B District Court” or “Lessee”).

1. LEASED PREMISES: the County hereby leases to 14B District Court and Lessee hereby rents from County approximately 1700 sq. feet on the first floor of the building located at 415 W. Michigan, Ypsilanti MI 48197 (“Premises”).
2. TERMS: The lease term shall begin on the date of this agreement and ending when the construction/remodeling of 7200 S Huron River Dr has been completed, estimated to be no later than December 21, 2025.
3. USE: 14B District Court shall only use the Premises for administrative, office use and other uses related to their operations. No in person public services offer at the 415 Michigan location.
4. ACCESS TO PREMISES: During the term of the Lease County shall provide access to Premises twenty-four hours per day, seven days per week. The County reserves the right to access the Premises for the purposes described in this agreement and otherwise. Where possible, and excepting emergency situations, the County will provide 14B District Court with 24 hours’ notice of building access, unless such access is at 14B District Court’s Request.
5. RENT: 14B District Court agrees to pay the County an annual rental amount of zero (\$0.00) dollars.
6. UTILITIES and GENERAL MAINTENANCE: The parties agree that gas, electricity, water, and basic janitorial and maintenance services provided by the County shall be included in 14B District Court annual rental, provided, however, that all costs associated with 14B District Court’s purchase and/or use of existing or future telephone equipment and lines shall be paid for by 14B District Court.
7. PARKING: The County will not provide any parking accommodations, 14B District Court is responsible for all employee parking.
8. EMERGENCY NOTIFICATION: The County will be notified of any Premises related emergency immediately after the emergency has been reported to the appropriate local responding authorities. Notification will be made to: 1) the contact information listed at the conclusion of this contract; and 2) the County Help Desk at (734) 222- 3737.

9. **MAINTENANCE AND REPAIRS:** The County at its expense and discretion will be responsible for maintaining the structure of the Premises; this includes walls, windows, roof, building exterior, and foundation unless such damage is caused by 14B District Court, including its staff, agents, or guests in which event 14B District Court shall pay for such repairs. 14B District Court shall pay for the cost of repair to any interior damage caused by 14B District Court. The County will also maintain existing fire suppression, mechanical, electrical, elevators, and plumbing systems for the Premises. 14B District Court will be responsible for reporting non-emergency maintenance needs to the County within three (3) business days of when such needs are identified. The Lessee will undertake all reasonable efforts to ensure the good maintenance and care of premises. 14B District Court will report all facility related incidents, emergencies, damages that are beyond normal wear and tear to the afterhours Help desk 734-222-3737 within 2 hours of the incident. 14B District Court will also submit an incident report to the County within 24 hours of the incident and follow the standard county process to report damages. A review of the incidents and claims will be discussed at the annual meeting.
10. **FURNITURE:** 14B District Court shall have the sole responsibility to purchase and maintain furniture for the premises. The County is not responsible in any way for equipment supplied by the 14B District Court. Any fixtures or equipment which are not attached to the Premises and were not purchased by the County must be removed by 14B District Court upon vacating the Premises. Any County owned/purchased items must remain within the Premises upon expiration or termination of the Lease.
11. **BUILDING SECURITY:** The County will be responsible for the selection, installation, and maintenance of building security related hardware. This includes doors, badge readers, keys, and security camera systems. These systems will be at the expense and discretion of the County. Lessee's employees, volunteers, and consultants will be required to wear County-issued badges at all times within the Premises and use the badges at any card reader location. Lessee's personnel must notify the County Helpdesk (734-222-3737) immediately if a badge is lost or stolen.
12. **SECURITY AND CAMERA SYSTEMS:** Security cameras are in operation outside and in common interior spaces. The cameras will be for evidentiary purposes only and not regularly monitored.
13. **COMPLIANCE WITH EXISTING LAW:** The County agrees to keep the Premises in compliance with all federal, state and local laws, ordinances and regulations. The Lessee will not interfere with this obligation.
14. **INSURANCE:** 14B District Court shall maintain at its expense during the term of this Lease, the following insurance:
Commercial General Liability and Umbrella Liability Insurance:- Lessee shall maintain commercial general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence.
 1. CGL insurance shall be written on ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises,

- operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.
2. County of Washtenaw shall be included as an additional insured under the Lessee's Commercial General Liability Policy. Lessee and their insurance company waive all rights against the County of Washtenaw and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL or commercial umbrella liability maintained pursuant to this agreement.
 15. INDEMNITY: 14B District Court will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, demands and costs, including legal fees, of whatsoever kind and nature which arise from injury or death to any persons, including 14B District Court own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of 14B District Court's occupancy of the premises resulting in whole or in part from negligent acts or omissions of 14B District Court, its subcontractor[s], or any employee, agent or representative of 14B District Court or its subcontractor[s] caused by the Lessee or the Lessee's employees, contractors or agents. This obligation survives expiration or termination of this Lease.
 16. SUBROGATION: In the event of fire or other damage to the Premises or personal property, the parties mutually waive their rights of subrogation and recovery against each other, their agents, employees or subleases to the extent that they are insured or are required to carry insurance for such loss. The County agrees to maintain insurance and/or assume the responsibility for loss or damage to the building and personal property owned by the county including the loss of rents. The coverage shall be on an all risk of physical loss basis in the standard insurance form. 14B District Court shall maintain insurance and/or assume responsibility for personal property owned by 14B District Court unless the loss is attributable to the county in which case 14B District Court shall be covered by the County policy.
 17. DEFAULT: If either party breach any provisions of this Lease, that party shall be in default, In the event of default, the party not in default shall give the defaulting party notice of the default and thirty (30) days to correct the default. If such default is not corrected within thirty (30) days, the party not in default may terminate this Lease and pursue its remedies available under Michigan law, provided, however, that if Lessee fails to procure or maintain the insurance coverages and endorsements required by this Lease, the County may immediately cancel this Lease and seek whatever damages to which it may be entitled under Michigan law. Moreover, if correcting a breach takes more than thirty (30) days to complete, the party correcting the breach shall be given an opportunity to complete such corrections beyond the thirty (30) day period referenced above, provided that party diligently pursues such correction to completion.
 18. TERMINATION: Either party may unilaterally terminate this Lease for any reason by giving the other party three (3) months written notice of such termination. The Lessor may terminate this lease for cause by giving 14B District Court three (3)

ATTESTED TO:

WASHTENAW COUNTY:

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Gregory Dill (DATE)
County Administrator

CONTRACTOR:

CONTRACTOR:

By: _____
Brenda Stumbo (DATE)
Ypsilanti Township Supervisor

By: _____
Debra A. Swanson (DATE)
Ypsilanti Township Clerk

CONTRACTOR:

By: _____
Hilary B. Braley (DATE)
14B District Court Administrator

APPROVED AS TO CONTENT:

By: _____
Jason Fee (DATE)
Facilities Management Director

APPROVED AS TO FORM:

By: _____
Michelle K. Billard (DATE)
Office of Corporation Counsel

By: _____
Wm. Douglas Winters (DATE)
Ypsilanti Township Attorney

RESOLUTION 2025-07

Authorizing the Charter Township of Ypsilanti to Sell to Purchaser Charly Marie Ableson One Vacant Parcel Located at 1687 Emerson Avenue

WHEREAS, the Charter Township of Ypsilanti holds title to a vacant parcel located at 1689 Emerson Ave., title of which includes the legal description of the vacant parcel as follows:

K-11-14-482-002, 1687 Emerson Avenue, Ypsilanti, MI 48198 with a legal description of YP#104-890 lot 1210 Watsonia Park Sub and the N ½ of the vacated street located S of said lot; and

WHEREAS, on **January 28, 2025** Charly Marie Ableson requested of the Ypsilanti Township Assessing Department to purchase the vacant lot as described above which she intends to combine with her residential property located at 1669 Emerson Avenue, and;

WHEREAS, at a regular Board meeting held on the 1st day of April, 2025 the Ypsilanti Township Board of Trustees authorized the sale of the vacant lot which according to the "**Market Valuation Report**" prepared by Deputy Assessor Brian McCleery dated **January 28, 2025** was valued at **\$4,000**, and;

WHEREAS, on the **18th day of March, 2025** Purchaser Charly Marie Ableson signed the proposed "**Purchase Agreement**" (a copy of

which is attached hereto and incorporated by reference) in which the Purchaser will remit to the Township the sum of **\$4,000** in accordance with the Market Valuation Report dated **January 28, 2025**.

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

1. That the Township Board accepts the Purchase Offer submitted hereto and authorizes the execution of the “**Purchase Agreement**” by Supervisor Brenda L. Stumbo and Clerk Debra A. Swanson.
2. That the Township authorizes Supervisor Stumbo and Clerk Swanson to execute all documents required by Ciso Title to effectuate the transfer of the vacant parcel to Purchaser Charly Marie Ableson once a closing date has been scheduled.
3. That a certified copy of this Resolution be forwarded to Ciso Title as set forth in Paragraph 23 of the Purchase Agreement.

I, Debra A. Swanson, 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. 2025-07 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 1, 2025.

Debra A Swanson, Clerk
Charter Township of Ypsilanti

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) made this ____ day of March, 2025, between *Charly Marie Ableson*, a married woman, whose address is 1669 Emerson Avenue, Ypsilanti, MI 48198 (hereinafter referred to as “*Purchaser*”) and the *Charter Township of Ypsilanti*, a Michigan Charter Township, whose administrative offices are located at 7200 S. Huron River Drive, Ypsilanti, MI 48197 (hereinafter “*Seller*”).

WITNESSETH:

Whereas, *Seller* owns one vacant parcel of land located in the Charter Township of Ypsilanti, Washtenaw County, State of Michigan, which parcel is identified as follows:

**K-11-14-482-002, 1687 Emerson Avenue, Ypsilanti, MI
48198** with a legal description of YP#104-890 lot 1210 Watsonia Park Sub and the N ½ of the vacated street located S of said lot,

Whereas, *Purchaser* is interested in acquiring the aforementioned parcel owned by *Seller*, which parcel is located at 1687 Emerson Ave., Ypsilanti, MI, (hereinafter “*Property*”).

It is hereby agreed as follows:

1. *Description of the Property.*

Both the *Seller* and the *Purchaser* agree that the legal description of the *Property* was previously verified by Brian McCleery on *January 28, 2025* wherein a “*Market Valuation*” for the parcel was prepared by Deputy Assessor McCleery. This Market Valuation Report prepared by Deputy Assessor McCleery provides both *Seller* and *Purchaser* with a definitive legal description and acreage content.

2. *Purchase Price.*

The Purchase Price for the *Property* shall be *Four Thousand Dollars* payable by certified or cashier’s check at the closing, subject to the provisions of paragraph 7.

3. *Conveyance.*

At the closing, the *Seller* agrees to convey its legal interest in the *Property* to the *Purchaser* by a covenant deed, subject to easements and restrictions of record and rights of way of record including all restrictions as set forth in Paragraph 13.

4. *Title Commitment and Title Insurance.*

The *Seller* shall deliver to the *Purchaser* a title insurance commitment issued by *Cislo Title Company*, 1894 Whittaker Rd, Ypsilanti, MI 48197, certified to the *Purchaser*, within *ten (10)* days after the signing of the *Purchase Agreement* to be followed with a final title insurance policy

to be issued after closing. The cost of the title insurance commitment and the title insurance policy shall be paid by the *Purchaser*.

5. *Title Objections.*

Once *Purchaser* has received the title insurance commitment from *Cislo Title Company* the *Purchaser* shall have *seven (7)* days to review the title shown by the commitment. If the title is not satisfactory, the *Purchaser* must give the *Seller* written notice of the deficiencies in title that must be corrected. The *Seller* shall then have *seven (7)* days to cure the defects and have the commitment reissued in a form that meets the requirements of the *Purchaser's* written notice. If the defects cannot be corrected by that date, the *Purchaser* may either waive the defects or terminate this *Agreement*, and have its Deposit refunded upon five (5) days written notice of this election. The *Purchaser* shall pay the entire costs of the title insurance premium at the time of closing.

6. *Due Diligence/Contingencies.*

Closing shall be contingent upon the occurrence of the following:

- A. *Purchaser's* satisfaction with the title insurance commitment.
- B. Once *Purchaser* timely notifies *Seller* that it elects to close as herein required, the earnest money deposit shall be nonrefundable and shall be applied as a credit on the *Purchase Price* at closing. See Paragraph 7.

C. Once *Purchaser* notifies *Seller* that it elects to close as herein required, by so doing *Purchaser* thereby affirms that it has thoroughly inspected the physical condition of the *Property*. Furthermore, by so doing *Purchaser* acknowledges that they are satisfied with and that the *Seller* has made no representations or warranties with respect to the *Property*, and that the *Purchaser* take the *Property* at closing in “*as is*” condition.

7. *Earnest Money Deposit and Termination.*

Purchaser has deposited with *Seller* the sum of \$500 as a good faith deposit. Said deposit shall be deposited with the offices of the Ypsilanti Township Treasurer and deposited into an FDIC institution and shall be applied to the *Purchase Price* at closing. In the event *Purchaser*, after its election to close, fails to consummate the transaction contemplated hereby through no fault of *Seller*, the deposit shall be forfeited to *Seller* as liquidated damages. Any and all sums deposited hereunder shall be applied or refunded as provided herein. If the *Seller* refuses or fails to close, *Purchaser*, at their option, may elect to have as its sole and exclusive remedy either specific performance of this *Purchase Agreement* or have the deposit refunded to it in termination of this *Purchase Agreement*.

8. *Taxes and Assessments.*

The *Purchaser* shall pay all special assessments on the *Property* that are assessed on or before the effective date of this *Agreement*. The

Purchaser shall pay all assessments that arise after the effective date of this *Agreement*. Michigan real estate taxes on the *Property* shall be prorated to the date of closing, according to due dates, under the assumptions that taxes are paid in advance. *Purchaser* shall pay for all state and local transfer taxes.

9. *Closing.*

The closing shall take place within *thirty* (30) days from the date *Purchaser* notifies *Seller* of its election to close as provided in Paragraph 6C or as otherwise agreed to by the parties, but in any event, said closing shall be held prior to *April 30, 2025* unless agreed to by the parties. The closing shall be held at *Cislo Title Company*. The *Seller* shall be responsible for preparing the documents for the closing. The documents shall be delivered to the *Purchaser* for review at least *three (3)* days before the closing. At the closing, the *Seller* shall sign and deliver the Covenant Deed for the *Property* to the *Purchaser* as herein described subject to the Restrictions set forth in Paragraph 13. The *Purchaser* shall pay the real estate transfer taxes. The *Purchaser* shall pay for the recording fees and prepare and file all recording and transfer affidavits. Both the *Seller* and *Purchaser* shall sign a closing statement memorializing the transaction.

10. *Real Estate Brokers, Third Party Claims and Attorneys Fees.*

Purchaser represents and warrants that there are no claims or amounts due for any brokerage or salesman commissions or fees or for any

finders' fees in connection with the transaction set forth in this *Purchase Agreement*. *Seller* likewise represents and warrants that there are no third party claims or amounts due for any brokerage or salesman commissions or fees or for any finders fees in connection with the transaction set forth, in this Purchase Agreement unless otherwise agreed to specifically between *Seller* and any broker. Each party further agrees to indemnify and hold and save the other party harmless from any claims or demands for commissions by persons claiming by or through such other party in connection with the transactions set forth in this *Purchase Agreement*. These representations and warranties shall survive the closing.

11. *Notices.*

Any notice required or permitted to be given or served upon any party hereto in connection with this *Purchase Agreement* shall be deemed to be completed and legally sufficient:

- A. When personally delivered with written acknowledgement of receipt; or
- B. One business day following the date it is deposited with an expedited mail service company for delivery on the next business day; or
- C. By facsimile transmission; or

D. Two business days after the date when deposited in the United States Mail, certified, return receipt requested, postage prepaid; addressed as follows:

If to Seller: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197
Attention: Clerk Debra A. Swanson

If to Purchaser: Charly Marie Ableson
1669 Emerson Ave.
Ypsilanti, MI 48198

*With a copy to
Counsel for Seller:* Wm. Douglas Winters
McLain & Winters
61 North Huron St.
Ypsilanti, MI 48197
fax – 734-481-8909
mcwinlaw@gmail.com

12. **Possession.**

The **Seller** shall deliver possession of the **Property** to **Purchaser** at the time of closing.

13. **Restrictions to Deed.**

Purchaser agrees to combine the vacant parcel located at 1687 Emerson Avenue with the parcel owned by Purchaser located at 1669 Emerson Avenue which shall be combined at no charge to the purchaser and shall file all necessary documents with the Ypsilanti Township Assessing Department.

Purchaser agrees that the deed conveyed by Seller shall be restricted in the following manner: said property cannot be utilized for the construction of any building including but not limited to a single family residential structure and/or accessory buildings without the consent of the Charter Township of Ypsilanti Board of Trustees.

Furthermore, if a single family residential structure is built on said property it cannot be utilized as a rental property without the consent of the Charter Township of Ypsilanti Board of Trustees. These restrictions shall survive the closing.

14. *Entire Agreement.*

This *Purchase Agreement* constitutes the entire agreement of the parties and all prior or contemporaneous oral or written agreements, understandings, representations and statements are merged into this *Purchase Agreement*. Neither this *Purchase Agreement* nor any provision hereon may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement is sought and then only to the extent set forth in such instrument.

15. *Governing Law.*

This *Purchase Agreement* shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

16. *Further Assurances.*

Each party shall do, execute, acknowledge and deliver all such further acts, instruments and assurances and take all such further action before or after the closing as shall be necessary or desirable to fully carry out this *Purchase Agreement* and to fully consummate and effect the transactions contemplated hereby.

17. *No Third Party Benefits.*

This *Purchase Agreement* is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns and no third party is intended to or shall have any rights hereunder.

18. *Time is the Essence.*

Time is of the essence in the performance of this *Purchase Agreement*.

19. *Interpretation.*

This *Purchase Agreement* shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both *Seller* and *Purchaser* have contributed substantially and materially to the preparation of this *Purchase Agreement*.

20. *Counterparts.*

This *Purchase Agreement* and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of

which shall be deemed to be an original, but all of which together shall constitute one and the same document.

21. *Successor and Assigns.*

This *Purchase Agreement* and the covenants, conditions and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, administrators, representatives and assigns.

22. *Captions and Pronouns.*

The section headings of the paragraphs contained herein are for convenience only and do not limit, define or construe the contents of such paragraphs. Whenever a personal pronoun is used in the neuter or gender, it shall be deemed to include masculine and feminine unless the context indicates to the contrary.

23. *Corporate Resolution.*

Simultaneous with the signing of this *Purchase Agreement*, *Seller* shall provide *Purchaser* and Cislo Title Agency with a certified resolution made pursuant to a duly held meeting of the Township Board of Trustees authorizing this transaction and designating the officers empowered to sign all necessary documents.

24. *Effective Date.*

The date shown on page 1 shall be the effective date of this *Agreement*.

WITNESSED:

Brian McCleary

Brian McCleary
Shawna Waibel

Shawna Waibel

SELLER:

Charter Township of Ypsilanti
Brenda L. Stumbo, Supervisor

Dated: _____

Charter Township of Ypsilanti
Debra A. Swanson, Clerk

Dated: _____

PURCHASER:

Charly Marie Ableson

Charly Marie Ableson

Dated: *3/18/25*

**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

B. Project Description. The Consultant is to provide hourly services, as proposed in Exhibit A, to allow the Township to perform in-depth analysis of Bond and Escrow accounts and develop report with findings and recommendations for reconciliation across BS&A systems.

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 \$11,100.00, 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 Accounting Director, 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: Javonna Neel
email: jneel@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

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:

By: -----

Its: _____

Date:

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

Resolution No. 2025-08

APPOINTMENTS

Washtenaw Regional Recycling Management Authority (WRRMA)

Hines, John (Delegate)

Stumbo, Brenda (Alternate)

Exp. Date

Pleasure of the Board

Pleasure of the Board

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION 2025-09

RESOLUTION OF SUPPORT FOR 2025 MDNR LAND AND WATER
CONSERVATION FUND APPLICATION

WHEREAS, this Board is committed to providing quality parkland and trails to its residents and visitors and approved the 2024 Recreation Master Plan; and

WHEREAS, this Board recognizes that the 2024 Recreation Master Plan has identified the resurfacing of the North Bay Park Boardwalk trail as a priority project; and

WHEREAS, this Board wishes to utilize the MDNR Land and Water Conservation Fund for a matching grant to resurface and improve the North Bay Park Boardwalk trail for safety improvements; and

WHEREAS, this Board acknowledges it has received a cost estimate in the form of an Engineer's Probable Cost statement and anticipates the resurfacing and improvement of the North Bay Park Boardwalk trail in accordance with the specification in the grant application in the amount of \$702,000.

NOW, THEREFORE, BE IT RESOLVED that this Board supports the pursuit of the MDNR Land and Water Conservation Fund grant application and will provide the match to the grant, if approved, in the amount of \$351,000.

I, Debra A. Swanson, 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. 2025-09 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 1, 2025.

Debra A Swanson, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION 2025-10

RESOLUTION OF SUPPORT FOR 2025 MDNR TRUST FUND APPLICATION

WHEREAS, this Board is committed to providing quality parkland and trails to its residents and visitors and approved the 2024 Recreation Master Plan; and

WHEREAS, this Board recognizes that the 2024 Recreation Master Plan has identified the replacement of the North Bay Park pavilion and restrooms as a priority project; and

WHEREAS, this Board wishes to utilize the MDNR Trust Fund for a matching grant to replace the North Bay Park pavilion and restrooms as a key park amenity; and

WHEREAS, this Board acknowledges it has received a cost estimate in the form of an Engineer's Probable Cost statement and anticipates the demolition and construction of the North Bay Park pavilion and restrooms in accordance with the specification in the grant application in the amount of \$617,200.

NOW, THEREFORE, BE IT RESOLVED that this Board supports the pursuit of the MDNR Trust Fund grant application and will provide the match to the grant, if approved, in the amount of \$308,600.

I, Debra A. Swanson, 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. 2025-10 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 1, 2025.

Debra A Swanson, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
Support of Washtenaw County Office of Community and Economic Development's
Woodlawn Cemetery Restoration Plan
Resolution No. 2025-11

WHEREAS, there is a historic abandoned cemetery within the boundary of Ypsilanti Township; and,

WHEREAS, this cemetery is located on parcel K-11-21-403-001, commonly known as 7800 S Huron River Drive; and,

WHEREAS, it does not appear that there is a legal owner of this property; and,

WHEREAS, this cemetery is not active, meaning that no new burials are, or will take place on this property; and,

WHEREAS, Ypsilanti Township recognizes the historic importance of the cemetery, including the fact that many veterans and African Americans who were central to the development and history of Ypsilanti Township were buried here; and,

WHEREAS, Ypsilanti Township was approached by the Washtenaw County Office of Community and Economic Development with a Woodlawn Cemetery Restoration Plan; and,

WHEREAS, the plan brought forward looks to be well thought out and sustainable; and,

NOW THEREFORE BE IT RESOLVED, the Ypsilanti Township Board of Trustees is in support of the Washtenaw County Office of Community and Economic Development to implement their Woodlawn Cemetery Restoration Plan.

**FIRST AMENDMENT TO
MUNICIPAL SOLID WASTE, RECYCLING, AND YARD WASTE AGREEMENT**

This First Amendment to the Municipal Solid Waste, Recycling, and Yard Waste Agreement (the “First Amendment”) is entered into on [MONTH] [DATE], 2025, by and between Waste Management of Michigan, Inc. (“Waste Management”), a Michigan corporation, and the Charter Township of Ypsilanti, a municipal corporation created under the laws of the State of Michigan (“Township”).

Recitals

- A. The parties entered into the Municipal Solid Waste, Recycling, and Yard Waste Agreement on November 18, 2020 (the “Agreement”); and
- B. WM and the Township desire to amend the Agreement in the manner described below.

Agreement

The parties agree to amend the Agreement in the following manner:

- 1) Pursuant to Section II (Term), the parties may extend the Agreement by mutual agreement. The parties hereby agree to extend the term by five (5) years (the “First Extension Term”), which commences on October 1, 2025 and ends on September 30, 2030.
- 2) Exhibit B is amended to add the following:
Commencing on [MONTH] [DATE], 2025, WM shall no longer charge a variable Recyclable Processing Charge, and the rates shall be as follows for all services (Garbage, Recycling, and Yard Waste):

Residential Fee Schedule (Per Unit)						
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Frequency</i>
Trash	\$9.36	\$9.73	\$10.12	\$10.53	\$10.95	per month
Recycle	\$3.33	\$3.46	\$3.60	\$3.75	\$3.90	
Yard Waste	\$2.57	\$2.67	\$2.78	\$2.89	\$3.01	
Recycle Processing	\$0.96	\$0.96	\$0.96	\$0.96	\$0.96	
Invoiced Unit Rate	\$16.22	\$16.82	\$17.46	\$18.13	\$18.82	

Ancillary Services Fee Schedule (Per Unit)						
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Frequency</i>
Additional Cart (96-Gallon Trash)	\$7.49	\$7.79	\$8.10	\$8.43	\$8.76	per month
Additional Cart (64-Gallon Recycle)	\$4.68	\$4.87	\$5.06	\$5.26	\$5.47	
Cart Exchange	\$25.00					per occurrence
Bagster®	total cost for collection and disposal less 15.0%					per occurrence
<i>services listed above are available upon request and will be billed direct to the resident</i>						

Bulk Item Fee Schedule (Per Unit)						
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Frequency</i>
First Bulk Item (no scheduling required)	included with Invoiced Unit Rate (no charge)					-
Items 2-4	\$35.00 (flat rate)					per occurrence
Items 5-8	\$15.00 (per item)					per occurrence
<i>additional items are subject to scheduling and pre-payment by resident</i>						

3) The Municipal Fee Schedule for Township Facilities shall be as follows:

Frontload Dumpsters			Service Rate Per Month				
Service Name	Equipment	Quantity & Frequency	Year 1	Year 2	Year 3	Year 4	Year 5
Civic Center	6 YD MSW	1 - 1x	\$133.99	\$139.35	\$144.92	\$150.72	\$156.75
	6 YD RCY	1 - 1x	\$157.28	\$163.57	\$170.11	\$176.92	\$184.00
	96 GAL RCY	4 - 1x	incidental to contract				
Community Center	8 YD MSW	2 - 2x	\$171.40	\$178.26	\$185.39	\$192.80	\$200.51
Green Oaks Golf Course	4 YD MSW	1 - 1x	\$56.25	\$58.50	\$60.84	\$63.27	\$65.80
	96 GAL RCY	5 - 1x	incidental to contract				
Harris Ball Field	6 YD MSW	1 - 1x	\$94.47	\$98.25	\$102.18	\$106.27	\$110.52
Maintenance Yard	8 YD MSW	1 - 1x	\$148.48	\$154.42	\$160.60	\$167.02	\$173.70
Police Department 1	6 YD MSW	1 - 1x	\$130.77	\$136.00	\$141.44	\$147.10	\$152.98
Police Department 2	4 YD MSW	1 - 1x	\$56.25	\$58.50	\$60.84	\$63.27	\$65.80
<i>\$75.00 per each additional day of service</i>							

On Call Roll-Off Containers			Service Rate Per Haul				
Service Name	Equipment	Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
Compost Center	40 YD OPEN MSW	1	\$309.34	\$321.71	\$334.58	\$347.97	\$361.88
	DTN (Disposal Per Ton)	-	\$28.47	\$29.61	\$30.79	\$32.02	\$33.31
Ford Lake Park	30 YD OPEN MSW	1	\$285.54	\$296.96	\$308.84	\$321.19	\$334.04
	DTN (Disposal Per Ton)	-	\$40.45	\$42.07	\$43.75	\$45.50	\$47.32
Recycle Center	30 YD BIRDHOUSE	1	\$408.85	\$425.20	\$442.21	\$459.90	\$478.30
	30 YD OPEN TOP	1	\$408.85	\$425.20	\$442.21	\$459.90	\$478.30
<i>MSW roll-offs subject to haul rate plus disposal rate per ton</i>							

4) Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect.

The parties have caused this First Amendment to be executed by their duly authorized representatives effective as of the corresponding dates written below.

WASTE MANAGEMENT OF MICHIGAN, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**CHARTER TOWNSHIP OF YPSILANTI,
MICHIGAN**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Facility Use Agreement
US Rowing – Rowfest Event

Date of Agreement: March 3, 2025

Event: US Rowing – Rowfest, Ford Lake Park, July 7, 2025 – July 22, 2025

Organizer: Destination Ann Arbor – Ann Arbor Sports Commission, 315 W. Huron St. Suite 340, Ann Arbor, MI 48103

Owner: Charter Township of Ypsilanti, 7200 S. Huron River Dr. Ypsilanti, MI 48197

- 1. Purpose.** This Facility Use Agreement (the "Agreement") outlines the terms and conditions between the Ann Arbor Sports Commission ("AASC") and the Charter Township of Ypsilanti ("TWP") for the use of Ford Lake Park and the facilities contained therein for a US Rowing - Rowfest event, hosted by AASC (the "Event").
- 2. Scope of Use.** AASC is hosting the Event, to take place July 7, 2025 – July 22, 2025 ("Event Dates") at Ford Lake Park ("Park"), with further details provided in the attached Schedule, incorporated as part of this Agreement. The parties agree to the following scope:

 - 2.1. Exclusive Commercial Event Use.** AASC shall have exclusive commercial use of the Park and the TWP shall not allow other commercial events in the Park during the Event Dates. The TWP may allow other events in the Park only after receiving written agreement from AASC. Such exclusive use does not include use by the general public.
 - 2.2. Priority Use of Park Spaces & Facilities.** AASC shall have priority use of parking spaces, open onsite administrative buildings, lake access points, and Park space, with specific spaces and facilities agreed upon by AASC and the TWP.
 - 2.3. Right of Inspection.** The TWP shall have the right to inspect its facilities being used by AASC. AASC shall be responsible for ensuring that all Event sponsor activities follow TWP Park rules and guidelines.
 - 2.4. Conformance with Rules and Regulations.** AASC acknowledges that the TWP is subject to the Michigan Department of Natural Resources (DNR) and Federal Energy Regulatory Commission guidelines on Park and lake access, as well as other rules and regulations. As such, AASC will accept TWP's requirements to conform the Event activities to required rules and regulations, including TWP ordinances as they pertain to the use of TWP parks and facilities. Additionally, AASC and its partners, sponsors, and vendors shall abide by the laws of Michigan and the United States, and shall not violate municipal ordinances. The TWP reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to

community interests; AASC hereby consents to the exercise of such authority by the TWP.

3. Rental Fees and Expenses

3.1. Parking Fees. AASC and the TWP shall mutually agree upon reasonable Parking Fees for the Event. The TWP shall retain all revenue from the Parking Fees. The TWP shall provide AASC and US Rowing staff and partners free parking, the number of passes or spaces to be mutually agreed upon by AASC and the TWP. The TWP shall manage Event parking and shall be responsible for any associated parking expenses, including providing parking passes or designated spaces; however, AASC will provide volunteers to assist with Event parking at the request of the TWP.

3.2. Rental Fees. The total and complete Rental Fees for the Event shall be \$35,000. However, the TWP agrees to offset the Rental Fees by the revenue it receives from the Parking Fees, such that the Parking Fees revenue will thereby reduce the total amount of Rental Fees. If the TWP receives \$35,000 or more in revenue from the Parking Fees, it shall waive all Rental Fees for the Event. Rental Fees shall not be due before the completion of the Event; reconciliation of Parking Fees and Rental Fees between the TWP and AASC will be completed no later than thirty (30) days after the conclusion of the Event Dates.

3.3. Event Expenses. AASC shall be responsible for associated Event expenses, including service expenses for extra trash service, field paint, and additional safety equipment. Such Event expenses do not include TWP staff wages or other normal or ongoing TWP expenses or fees that do not directly result from the Event. Event expenses shall be included within the Rental Fees, unless AASC and the TWP mutually agree to separate or otherwise adjust payment of the expenses.

4. Obligations of AASC

4.1. Proof of Insurance. AASC shall provide proof of insurance naming TWP as an additional insured on its policies for the Event no later than thirty (30) days prior to the start of the Event Dates.

4.2. Usage Map. At least ninety (90) days before the start of the Event Dates, AASC will provide a proposed Usage Map for the Park that includes the space and locations needed for teams, spectators, lake access for participants and residents, parking, operations, temporary structures, and other Event activities for the TWP's review. AASC and the TWP will mutually agree to a final Usage Map for the Event no less than thirty (30) days from the start of the Event Dates. The parties shall mutually agree to any modification of the final Usage Map.

4.3. Safety Plan. AASC will work with the TWP, DNR, US Rowing and other entities to provide an approved safety plan for event operations. AASC will also provide onsite security for the duration of the Event as requested by the TWP.

4.4. Vendors. AASC shall be responsible for procuring any necessary vendors for the Event. AASC will provide a list of its vendors to the TWP for access and security reasons.

4.5. Community Information. AASC will provide Event information to be posted to the TWP offices and throughout the community communicating Event details, including days of the Event, times of the Event and other pertinent details regarding Event timelines and activities. AASC also agrees to conduct a community education session/FAQ about the Event as requested by the TWP.

4.6. TWP Inclusion in Event Planning. AASC will include TWP staff in relevant Event planning meetings.

4.7. TWP Activation Space. If Event sponsors are allocated booths or activation space, AASC shall afford the TWP the same opportunity. The TWP acknowledges that if it chooses to take advantage of such an opportunity, it is responsible for building out and staffing the allocated booth or activation space.

5. Obligations of the TWP

5.1. Park and Facilities Access. The TWP will provide access to the Park and grounds, including lake access points, parking spaces/areas, and use of onsite administrative building(s) as determined in the final Usage Map. The TWP may maintain the use of one or more rooms in onsite administrative buildings.

5.2. Activities & Temporary Structures. The TWP shall allow the Event activities and associated temporary structures and tents, including the rowing course, to remain up and in an operational state for the duration of the Event Dates. The Event Dates listed include two days prior for setup and two days post for teardown, as detailed in the attached Schedule.

5.3. Equipment and Technology. The TWP shall allow AASC to bring in equipment and technology to allow for wifi access onsite, as well as generators for power for Event activities, including PA and video systems and cooling units for temporary tents or structures.

5.4. Maintenance. The TWP shall remain responsible for the general maintenance of the Park, including:

- a. Trash removal – remove all trash, including adding additional trash receptacles to meet increased needs of the Event. If an additional dumpster service is required to facilitate trash removal, AASC will reimburse the TWP for the said service.
- b. Maintaining any onsite restrooms. AASC will be responsible for any temporary restrooms onsite for event usage.
- c. Maintaining all common areas, including parking lots and parking areas.

5.5. Safety. In coordination with AASC, the TWP shall act as liaison with local law enforcement and health officials to ensure Event details are communicated and any needed plans are in place to meet Event safety and community needs.

5.6. Limitation of Liability. The TWP acknowledges that the Event is part of a larger event scheme, and AASC, as host of the Event but not the Event rights holder, has other contractual agreements and obligations with other parties (such as US Rowing – “AASC Parties”) that may govern the Event; however, AASC agrees that it will maintain sole liability for those related Event contracts to which the TWP is not a party.

5.7. Limitations of Services. AASC understands and agrees that the TWP will perform its service obligations under this Agreement within the scope of its budgeted funds. If the TWP is unable to fulfill its service obligations due to budget restraints, it will not be obligated to AASC for any monetary damages, provided that the TWP notifies AASC in writing of such inability not less than fourteen (14) days before the Event Dates.

6. Term and Termination

6.1. Term. This Agreement shall commence on the date first written above (the “Date of Agreement”) and terminate upon the conclusion of the Event and the fulfillment of all obligations by both parties, including the Rental Fees reconciliation period in Section 3.2 (Rental Fees) unless terminated earlier in accordance with Section 6.2 (Termination).

6.2. Termination. Either party may terminate this Agreement with immediate effect:

- a. Upon mutual written consent of both parties.
- b. With seven (7) days written notice to the other party if more than sixty (60) days from the Event Dates.
- c. If the other party materially breaches any provision of this Agreement and fails to remedy the breach within twenty-four (24) hours after receiving written notice during the Event Dates, or within seven (7) days after receiving written notice at any other time. If a violation of this Agreement results in an objective health and safety risk to users of the Park and facilities, the TWP

reserves the right to terminate the Agreement immediately without written notice.

6.3. Consequences of Termination. If the Agreement is terminated pursuant to Section 6.2 (Termination):

- a. Where neither party is at fault, each party's obligations under this Agreement shall cease. Neither party shall be entitled to a refund of any expenses (including in-kind) already incurred up through such effective date of termination.
- b. Where TWP is the party at fault, TWP shall not be entitled to any refund of any expenses or fees it incurred related to the Event up to the point of termination. TWP shall reimburse AASC with respect to any amount AASC incurs to replace the Park as a venue or the services necessary for hosting the Event.
- c. Where AASC is the party at fault, AASC shall not be entitled to any refund of any expenses or fees it incurred related to the Event. TWP is entitled to the cost of any services rendered and expenses incurred related to the Event up to the point of termination.

7. Cancellation / Rescheduling of Event

7.1. TWP acknowledges and agrees that AASC may abandon, cancel, curtail and/or reschedule the Event where AASC reasonably deems it necessary to do so.

7.2. In the event of any changes to the Event Dates and/or Event Location(s), AASC shall provide written notice of such change(s) to TWP as soon as reasonably practicable.

7.3. If the Event is cancelled, curtailed, abandoned or rescheduled, or the location of the Event is changed, in either case whether a result of Force Majeure or otherwise, TWP agrees that it shall not, under any circumstances, seek to recover any form of compensation from AASC and shall not seek professional costs and other expenses, caused by and/or resulting from the cancellation, curtailment, abandonment or rescheduling of the Event.

8. Force Majeure. If by reason of any extraordinary circumstance beyond a party's reasonable control, such as serious fire, storm, and/or flood, earthquake, explosion, acts of a public enemy, war, insurrection, terrorist act or threat of terrorist act, sabotage, epidemic or pandemic, embargoes, strikes and/or labor disputes of persons other than such party, acts of God, acts of government whether national, municipal or otherwise, or any agency therefor which affects the performance of any provision of this Agreement by that party (a "Force Majeure Event"), such party is prevented from or delayed in performing any of its obligations hereunder, then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or

damage shall be claimed by any other party by reason thereof. For avoidance of doubt, a Force Majeure Event does not include a party being unable to fulfil its obligations under this Agreement as a result of a lack of funds or being or becoming insolvent. Notwithstanding the forgoing, if TWP is prevented from or delayed in performing any of its obligations hereunder by reason of any Force Majeure Event for a period of more than three (3) months, or for a period of more than one week during the period of two (2) months immediately preceding the Event Dates, AASC shall be entitled to terminate this Agreement without penalty or any liability to TWP.

9. Warranties, Indemnity and Insurance

9.1. Warranties. AASC warrants and represents to TWP, and TWP warrants and represents to AASC, that:

- a. it has the full right, power and authority to enter into and perform its obligations under this Agreement (including the rights to use provided intellectual property) which shall constitute lawful, valid and binding obligations in accordance with its terms;
- b. its performance of this Agreement will not breach any other agreement or obligation (including any law, regulation, license provision, order, judgment or decree) by which it is bound, nor will its performance be affected by those agreements or obligations (excepting any contract between the AASC Parties governing the Event itself) or by any litigation or dispute in which it is, or any of its personnel are, involved.

9.2. Indemnification. AASC shall indemnify and hold harmless the Charter Township of Ypsilanti and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court costs and attorney's fees, brought or made for on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent act or failure to act of the AASC or its agents, volunteers or employees in the use of the facilities arising out of obligations of the AASC as set forth in this Agreement.

9.3. Insurance. AASC shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the CHARTER TOWNSHIP OF YPSILANTI. The Charter Township of Ypsilanti STRICTLY adheres to the insurance requirements. These insurance requirements shall not be waived for any reason. The minimum amount of the policy shall be \$1,000,000 general liability per occurrence. Please read carefully the required insurance that must be obtained. The Charter Township of Ypsilanti shall be named as an additional insured on such policy and shall be entitled to at least a thirty day (30) day notice of cancellation or changes of any kind.

The wording on the policy *MUST* read:

“...The Charter Township of Ypsilanti and its past, present and future elected officials, trustees, appointed commissions and board, agents and employees shall be named as “additional insured” on the General Liability policy with respect to (event, dates, times and location).

AASC acknowledges this may require an addition to its current policy or an additional policy, either of which could result in extra cost from its insurance carrier.

10. General Provisions

- 10.1. Assignment and Delegation:** Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 10.2. Confidentiality.** The Parties acknowledge that the contents of this Agreement are confidential and agree, unless disclosure is required by law, court order or subpoena, to take whatever measures are reasonably necessary to preserve such confidentiality. The duties of the Parties hereunder shall survive the expiration or earlier termination of this Agreement.
- 10.3. Relationship of the Parties.** The Parties shall be independent contractors pursuant to this Agreement. Nothing herein shall be construed to create a joint venture, agency, partnership, or other form of joint enterprise, employee, or fiduciary relationship between the Parties or an employer/employee or agency relationship. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.
- 10.4. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements, written or oral.
- 10.5. Amendments.** This Agreement may only be amended in writing and signed by both parties.
- 10.6. Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

In witness thereof, the Parties have caused this Agreement to be duly executed as of the Date of Agreement and are legally bound hereto.

For the AASC:

For the TWP:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule

This Schedule is hereby incorporated as part of the **Facility Use Agreement** between AASC and the TWP.

2025 Rowfest Schedule – Subject to change due to weather conditions

*Security on Site Entire Event on Closed Hours (8pm-5am daily) Starting Friday the 11th – Sunday, July 20th

* Medical on site on practice and race days and 2 lifeguards on site – July 11th-20th

Monday July 7-

- 8:00am-5:00 pm - US Rowing On Site
 - o Walkthrough of park
 - o Venue layout of park
 - o Tent arrival and setup (No Township Staff needed)
 - o Course installation starts on water

Tuesday, July 8th –

- 7:00am-6:00 pm – US Rowing on Site
 - o Continued Venue Set up – (signage, fencing, setting up registration) (No township staff needed)

Wednesday, July 9th

- 7:00-6:00pm – US Rowing on Site
 - o Continue Venue Set up
 - o Launches arrive and setup in water (no township staff needed)

Thursday, July 10th

- 7:00am-6:00pm – US Rowing on site
 - o Venue Set up
 - o **Township Walkthrough with staff**
 - o Additional docks set up

Friday, July 11

- 4:45 am - US Rowing to arrive
 - o EMT Arrival Day
 - o Security Arrival Day
- 6:00am-8:00pm - Team Registration Open on Site –
 - o Teams Arrive
- 8:00am-2:00pm - Trailer Parking
- 10am-6pm constant flow of vehicles 300 cars approximately (buses and trailers mostly) **(Township Staff and Volunteers)**

- 11:00am-6:00pm - Team Registration
- 12:00-6:00pm Practice on Water
- 8pm – US Rowing Departure

Saturday, July 12-Saturday, July 19

- 4:45 am - US Rowing to arrive
- 6:30am-9:00am – 300-400 cars arrive (**Township manage parking all day, peak parking at this time**) (**Limited Parking Assistance Needed rest of day until dusk**)
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing
- 8pm – US Rowing Departure
- **Trash assistance needed**

Sunday, July 13

- 4:45 am - US Rowing to arrive
- 6:30am-9:00am – 300-400 cars arrive (**Township manage parking all day, peak parking at this time**) (**Limited Parking Assistance Needed rest of day until dusk**)
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing
- 8pm – US Rowing Departure
- **Trash assistance needed**

Monday, July 14

- 4:45 am - US Rowing to arrive
- 6:30am-9:00am – 300-400 cars arrive (**Township manage parking all day, peak parking at this time**) (**Limited Parking Assistance Needed rest of day until dusk**)
-
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing

- 8pm – US Rowing Departure
- **Trash assistance needed**

Tuesday- July 15th

- 4:45 am - US Rowing to arrive
- 6:30am-9:00am – 300-400 cars arrive (**Township manage parking all day, peak parking at this time**) (**Limited Parking Assistance Needed rest of day until dusk**)
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing
- 8pm – US Rowing Departure
- 5:00pm-8:00pm – Trailers Leaving
- **Trash assistance needed**

Wednesday, July 16th

- 4:45 am - US Rowing to arrive
- 6:30am-9:00am – MASTERS ARRIVE, increase of cars 400-500 cars arrive (**Township manage parking all day, peak parking at this time**) (**Limited Parking Assistance Needed rest of day until dusk**)
- 7:30am - Food Trucks Arrive
- 8:00am-12:00pm - Racing
- 9:00am-5:00pm – (**Township staff needed – with one US Rowing Staff member**) – **30 trailers for masters arriving**
- 12:00-6:00pm – Practice
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6:00-7:00pm Racing Finishing
- 8pm – US Rowing Departure
- 5:00pm-8:00pm – Trailers Leaving
- **Trash assistance needed**

Thursday, July 17th

- 4:45 am - US Rowing to arrive
- 6:30am-9:00am – 400-500 cars arrive (**Township manage parking all day, peak parking at this time**) (**Limited Parking Assistance Needed rest of day until dusk**)
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive

- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing
- 8pm – US Rowing Departure
- 5:00pm-8:00pm – Trailers Leaving
- **Trash assistance needed**

Friday, July 18

- 4:45 am - US Rowing to arrive
- 6:30am-9:00am – 400-500 cars arrive (**Township manage parking all day, peak parking at this time**) (**Limited Parking Assistance Needed rest of day until dusk**)
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing
- 8pm – US Rowing Departure
- 5:00pm-8:00pm – Trailers Leaving
- **Trash assistance needed**

Saturday, July 19th

- 4:45 am - US Rowing to arrive
- 6:30am-9:00am – 400-500 cars arrive (**Township manage parking all day, peak parking at this time**) (**Limited Parking Assistance Needed rest of day until dusk**)
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing

8pm – US Rowing Departure

5:00pm-8:00pm – Trailers Leaving

Trash assistance needed

Sunday, July 20

- 4:45 am - US Rowing to arrive
- 6:30am-9:00am – 300-400 cars arrive (**Township manage parking all day, peak parking at this time**) (**Limited Parking Assistance Needed rest of day until dusk**)
- 7:30am - Racing Begins

- 7:30am - Food Trucks Arrive
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6:00pm – Last Race
- 5:00-7:00 – Trailer Departure
- 8pm – US Rowing Departure
- 7:00-8:00pm – Trailers Leaving
- **Trash assistance needed**

Monday, July 21

- 7:00am-6:00pm – Vendor, Ann Arbor Sports Commission, US Rowing Clean up
- 7:00am-12:00pm - additional trailers leaving
- 4:00pm - **township final walkthrough requested as shut down in afternoon**
- Course taken down

Tuesday, July 22

- Continued course taken down on water

Facility Use Agreement

Ann Arbor Sports Commission – EMU – Ford Lake Cup

Date of Agreement: March 21, 2025

Event: Ford Lake Cup, Ford Lake Park, April 25-26, 2025

Organizer: Destination Ann Arbor – Ann Arbor Sports Commission, 315 W. Huron St. Suite 340, Ann Arbor, MI 48103

Owner: Charter Township of Ypsilanti, 7200 S. Huron River Dr. Ypsilanti, MI 48197

1. Purpose. This Facility Use Agreement (the "Agreement") outlines the terms and conditions between the Ann Arbor Sports Commission ("AASC") and the Charter Township of Ypsilanti ("TWP") for the use of Ford Lake Park and the facilities contained therein for a Ford Lake Cup - Collegiate event, hosted by AASC (the "Event").

2. Scope of Use. AASC is hosting the Event, to take place April 25-26, 2025 ("Event Dates") at Ford Lake Park ("Park"). The parties agree to the following scope:

2.1. Exclusive Event Use. AASC shall have partial use of the Park and the TWP to be agreed upon by the township. The TWP may allow other events in the Park.

2.2. Priority Use of Park Spaces & Facilities. AASC shall have priority use of limited number of parking spaces, lake access points, and Park space.

2.3. Conformance with Rules and Regulations. AASC acknowledges that the TWP is subject to the Michigan Department of Natural Resources (DNR) and Federal Energy Regulatory Commission guidelines on Park and lake access, as well as other rules and regulations. As such, AASC will accept TWP's requirements to conform the Event activities to required rules and regulations, including TWP ordinances as they pertain to the use of TWP parks and facilities. Additionally, AASC and its partners, sponsors, and vendors shall abide by the laws of Michigan and the United States, and shall not violate municipal ordinances. The TWP reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to community interests; AASC hereby consents to the exercise of such authority by the TWP.

3. Rental Fees and Expenses

3.1. Rental Fees. The total and complete Rental Fees for the Event shall be \$500.00.

3.2. Event Expenses. AASC shall be responsible for associated Event expenses.

4. Obligations of AASC

- 4.1. Proof of Insurance.** AASC shall provide proof of insurance naming TWP as an additional insured on its policies for the Event no later than thirty (30) days prior to the start of the Event Dates.
- 4.2. Usage Map.** At least ninety (30) days before the start of the Event Dates, AASC will provide a proposed Usage Map for the Park that includes the space and locations needed for teams, spectators, lake access for participants and residents, parking, operations, temporary structures, and other Event activities for the TWP's review. AASC and the TWP will mutually agree to a final Usage Map for the Event no less than thirty (30) days from the start of the Event Dates. The parties shall mutually agree to any modification of the final Usage Map.
- 4.3. Safety Plan.** AASC will work with the TWP, DNR, EMU and other entities to provide an approved safety plan for event operations. AASC will also provide onsite security for the duration of the Event as requested by the TWP.
- 4.4. TWP Inclusion in Event Planning.** AASC will include TWP staff in relevant Event planning meetings.
- 4.5. TWP Activation Space.** If Event sponsors are allocated booths or activation space, AASC shall afford the TWP the same opportunity. The TWP acknowledges that if it chooses to take advantage of such an opportunity, it is responsible for building out and staffing the allocated booth or activation space.

5. Obligations of the TWP

- 5.1. Park and Facilities Access.** The TWP will provide access to the Park and grounds, including lake access points, parking spaces/areas, and use of onsite administrative building(s) as determined in the final Usage Map.
- 5.2. Activities & Temporary Structures.** The TWP shall allow the Event activities and associated temporary structures and tents, including the rowing course, to remain up and in an operational state for the duration of the Event Dates. The Event Dates listed include two days prior for setup and two day post for teardown.
- 5.3. Equipment and Technology.** The TWP shall allow AASC to bring in equipment and technology to allow for wifi access onsite.
- 5.4. Maintenance.** The TWP shall remain responsible for the general maintenance of the Park, including:

- 1.3 Trash removal – remove all trash, including adding additional trash receptacles to meet increased needs of the Event.
- 2.3 AASC will be responsible for any temporary restrooms onsite for event usage.
- 3.3 Maintaining all common areas, including parking lots and parking areas.

5.5. Safety. AASC will serve as liaison with local law enforcement and health officials to ensure Event details are communicated and any needed plans are in place to meet Event safety and community needs. AASC will keep TWP aware of all relevant details.

5.6. Limitation of Liability. AASC agrees that it will maintain sole liability for those related Event contracts in which the TWP is not a party.

5.7. Limitations of Services. AASC understands and agrees that the TWP will perform its service obligations under this Agreement within the scope of its budgeted funds. If the TWP is unable to fulfill its service obligations due to budget restraints, it will not be obligated to AASC for any monetary damages, provided that the TWP notifies AASC in writing of such inability not less than fourteen (14) days before the Event Dates.

6. Term and Termination

6.1. Term. This Agreement shall commence on the date first written above (the “Date of Agreement”) and terminate upon the conclusion of the Event and the fulfillment of all obligations by both parties, including the Rental Fees reconciliation period in Section 3.1 (Rental Fees) unless terminated earlier in accordance with Section 6.2 (Termination).

6.2. Termination. Either party may terminate this Agreement with immediate effect:

- 1.1.2 Upon mutual written consent of both parties.
- 1.2.2 With seven (7) days written notice to the other party if more than sixty (30) days from the Event Dates.
- 1.3.2 If the other party materially breaches any provision of this Agreement and fails to remedy the breach within twenty-four (24) hours after receiving written notice during the Event Dates, or within seven (7) days after receiving written notice at any other time. If a violation of this Agreement results in an objective health and safety risk to users of the Park and facilities, the TWP reserves the right to terminate the Agreement immediately without written notice.

6.3. Consequences of Termination. If the Agreement is terminated pursuant to Section 6.2 (Termination):

- 1.1.2 Where neither party is at fault, each party's obligations under this Agreement shall cease. Neither party shall be entitled to a refund of any expenses (including in-kind) already incurred up through such effective date of termination.
- 1.2.2 Where TWP is the party at fault, TWP shall not be entitled to any refund of any expenses or fees it incurred related to the Event up to the point of termination. TWP shall indemnify AASC in accordance with Section **Error! Reference source not found.** (Indemnification) with respect to any amount AASC incurs to replace the Park as a venue or the services necessary for hosting the Event.
- 1.3.2 Where AASC is the party at fault, AASC shall not be entitled to any refund of any expenses or fees it incurred related to the Event. TWP is entitled to the cost of any services rendered and expenses incurred related to the Event up to the point of termination.

7. Cancellation / Rescheduling of Event

- 7.1.** TWP acknowledges and agrees that AASC may abandon, cancel, curtail and/or reschedule the Event where AASC reasonably deems it necessary to do so.
- 7.2.** In the event of any changes to the Event Dates and/or Event Location(s), AASC shall provide written notice of such change(s) to TWP as soon as reasonably practicable.
- 7.3.** If the Event is cancelled, curtailed, abandoned or rescheduled, or the location of the Event is changed, in either case whether a result of Force Majeure or otherwise, TWP agrees that it shall not, under any circumstances, seek to recover any form of compensation from AASC and shall not seek professional costs and other expenses, caused by and/or resulting from the cancellation, curtailment, abandonment or rescheduling of the Event.

- 8. Force Majeure.** If by reason of any extraordinary circumstance beyond a party's reasonable control, such as serious fire, storm, and/or flood, earthquake, explosion, acts of a public enemy, war, insurrection, terrorist act or threat of terrorist act, sabotage, epidemic or pandemic, embargoes, strikes and/or labor disputes of persons other than such party, acts of God, acts of government whether national, municipal or otherwise, or any agency therefor which affects the performance of any provision of this Agreement by that party (a "Force Majeure Event"), such party is prevented from or delayed in performing any of its obligations hereunder, then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by any other party by reason thereof. For avoidance of doubt, a Force Majeure Event does not include a party being unable to fulfil its obligations under this Agreement as a result of a lack of funds or being or becoming insolvent. Notwithstanding the forgoing, if TWP is prevented from or delayed in performing any of its obligations hereunder by reason of any Force Majeure Event for a period of more

than three (3) months, or for a period of more than one week during the period of two (2) months immediately preceding the Event Dates, AASC shall be entitled to terminate this Agreement without penalty or any liability to TWP.

9. Warranties, Indemnity and Insurance

9.1. Warranties. AASC warrants and represents to TWP, and TWP warrants and represents to AASC, that:

- 1.1.2 it has the full right, power and authority to enter into and perform its obligations under this Agreement (including the rights to use provided intellectual property) which shall constitute lawful, valid and binding obligations in accordance with its terms;
- 1.2.2 its performance of this Agreement will not breach any other agreement or obligation (including any law, regulation, license provision, order, judgment or decree) by which it is bound, nor will its performance be affected by those agreements or obligations (excepting any contract between the AASC Parties governing the Event itself) or by any litigation or dispute in which it is, or any of its personnel are, involved.

9.2. Indemnification.

1.3 Neither Party shall be liable in contract, tort (including negligence) or otherwise for (a) any indirect or consequential loss arising under or in connection with this Agreement; or (b) any loss of business opportunity, revenue or profits arising under or in connection with this Agreement (whether arising directly or indirectly); provided, however, that the limitations of liability stipulated in this Section 9.1 shall not apply with respect to any act or omission of either Party that constitutes fraud or gross negligence.

2.3 Subject to Section 9.3 below, the Parties agree that the total aggregate liability of USRowing to LOC under or in connection with this Agreement (whether arising from breach of contract, negligence or otherwise) shall not exceed the LOC Fee.

3.3 The limitation of liability stipulated in Section 9.1 and 9.2 above shall not apply:

3.1.2 To the extent that such limitation or exclusion is not permitted by applicable law;

3.2.2 To any liability of LOC in connection with Section 8 or Section 12 of this Agreement.

9.3. Insurance. AASC shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the CHARTER TOWNSHIP OF YPSILANTI. The Charter Township of Ypsilanti STRICTLY adheres to the insurance requirements. These insurance requirements shall not be waived for any reason. The minimum amount of the policy shall be \$1,000,000 general liability per

occurrence. Please read carefully the required insurance that must be obtained. The Charter Township of Ypsilanti shall be named as an additional insured on such policy and shall be entitled to at least a thirty day (30) day notice of cancellation or changes of any kind.

The wording on the policy *MUST* read:

“...The Charter Township of Ypsilanti and its past, present and future elected officials, trustees, appointed commissions and board, agents and employees shall be named as “additional insured” on the General Liability policy with respect to (event, dates, times and location).

AASC acknowledges this may require an addition to its current policy or an additional policy, either of which could result in extra cost from its insurance carrier.

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- 10.5. Amendments.** This Agreement may only be amended in writing and signed by both parties.

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In witness thereof, the Parties have caused this Agreement to be duly executed as of the Date of Agreement and are legally bound hereto.

For the AASC:

For the TWP:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____