

CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

DEBBIE SWANSON

Treasurer

STAN ELDRIDGE

Trustees

KAREN LOVEJOY ROE

JOHN P. NEWMAN II

GLORIA PETERSON

LARESHA THORNTON

April 1, 2025

Regular Meeting – 6:00 p.m.

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

APPROVAL OF AGENDA



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK DEBBIE SWANSON • TREASURER STAN ELDRIDGE
TRUSTEES: • KAREN LOVEJOY ROE • JOHN P. NEWMAN II • GLORIA PETERSON • LARESHA THORNTON

REGULAR MEETING AGENDA

TUESDAY, APRIL 1, 2025

6:00 P.M.

Board Meetings are audio recorded and posted on the website.

DETERMINATION OF QUORUM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. FIRE DEPARTMENT HONORS
4. APPROVAL OF AGENDA
5. 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
6. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. ACCEPT AND SIGN THE WASHTENAW COUNTY LEASE AGREEMENT FOR TEMPORARY USE OF THE 14A-2 COURTROOM AND OFFICE SUITE
2. RESOLUTION 2025-07, AUTHORIZE PROPERTY SALE TO CHARLY ABELSON, LOCATED AT 1687 EMERSON AVE

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, BUDGETED IN LINE ITEM #249-371-818.000
4. RESOLUTION 2025-08, BOARDS AND COMMISSIONS APPOINTMENTS TO WASHTENAW REGIONAL RECYCLING MANAGEMENT AUTHORITY (WRRMA)
5. RESOLUTION 2025-09, SUPPORT FOR 2025 MICHIGAN DEPARTMENT OF NATURAL RESOURCES LAND AND WATER CONSERVATION FUND APPLICATION
6. RESOLUTION 2025-10, SUPPORT FOR 2025 MICHIGAN DEPARTMENT OF NATURAL RESOURCES TRUST FUND GRANT APPLICATION
7. RESOLUTION 2025-11, SUPPORT OF WASHTENAW COUNTY OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT'S WOODLAWN CEMETERY RESTORATION
8. APPROVE AMENDMENT ONE OF THE MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE CONTRACT WITH WASTE MANAGEMENT FOR AN EXTENSION OF FIVE YEARS
9. APPROVE THE CONTRACTS WITH DESTINATION ANN ARBOR FOR ROWFEST 2025 AND THE FORD LAKE REGATTA TO BE HELD ON FORD LAKE

AUTHORIZATIONS 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 THROUGHT THE WASHTENAW COUNTY DEVELOPMENT BLOCK GRANT PROGRAM

OTHER BUSINESS

PUBLIC COMMENTS

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

BOARD MEMBER COMMENTS

ADJOURNMENT

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 18, 2025 REGULAR BOARD MEETING**

Board Meetings are audio recorded and posted on the website

Due to technical difficulties, there is no audio for this meeting.

DETERMINATION OF QUORUM

Supervisor Stumbo determined a quorum was present and made the board aware Trustee Peterson called to let her know she would not be 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 III, and LaResha Thornton

Members Not Present: Trustee Gloria Peterson

Legal Counsel: Wm. Douglas Winters

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

APPROVAL OF AGENDA

A motion was made by Trustee Lovejoy Roe to pull Statements and Checks from the Consent Agenda. The motion was supported by Treasurer Eldridge.

The motion carried unanimously.

CONSENT AGENDA

A. MINUTES OF MARCH 4, 2025 REGULAR MEETING

B. STATEMENTS AND CHECKS

**1. STATEMENTS AND CHECKS FOR MARCH 4, 2025 IN THE
AMOUNT OF \$1,575,054.60**

2. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR FEBRUARY 2025, IN THE AMOUNT OF \$66,434.04

3. CLARITY HEALTHCARE ADMIN FEE FOR FEBRUARY 2025, IN THE AMOUNT OF \$1,673.25

C. TREASURER'S REPORT

A motion was made by Treasurer Eldridge and supported by Clerk Swanson to approve the Minutes of March 4, 2025 Regular Meeting, the Clarity Healthcare Deductible ACH, Clarity Healthcare Admin Fee, and the Treasurer's Report.

The motion carried unanimously.

A motion was made by Trustee Lovejoy Roe to not pay the McLain & Winters' bill. The motion failed due to no support.

A motion was made by Treasurer Eldridge and supported by Clerk Swanson to approve the Statements and Checks.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Legal update was provided by Attorney Winters including the following.

- Culver's
- Ann Arbor One Apartments

Bullet points included due to no audio.

NEW BUSINESS

1. APPROVE RESOLUTION 2025-03, DAWN FARM 16TH ANNUAL RIDE FOR RECOVERY ROAD CLOSURE REQUEST

Clerk Swanson read the resolution into the record.

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to approve Resolution 2025-03, Dawn Farm 16th Annual Ride for Recovery Road Closure request. (see attached)

The motion carried unanimously.

2. APPROVE RESOLUTION 2025-04, TO AUTHORIZE THE SALE OF 724 S FORD BLVD

Clerk Swanson read the resolution into the record.

A motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to approve Resolution 2025-04, to authorize the sale of 724 S Ford Blvd. (see attached)

The motion carried unanimously.

3. APPROVE RESOLUTION 2025-05, FOR A PARTIAL TERMINATION OF A FARMLAND DEVELOPMENT RIGHTS AGREEMENT FOR THE PUBLIC INTEREST

Clerk Swanson read the resolution into the record.

A motion was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe to approve Resolution 2025-05, for a partial termination of a Farmland Development Rights Agreement for the public interest. (see attached)

The motion carried unanimously.

4. APPROVE RESOLUTION 2025-06, BOARDS AND COMMISSIONS APPOINTMENTS

Clerk Swanson read the resolution into the record.

A motion was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe to approve Boards and Commissions Appointments. (see attached)

The motion carried unanimously.

**5. AUTHORIZE WASHTENAW COUNTY ROAD COMMISSION (WCRC)
2025 SECOND AGREEMENT FOR LOCAL ROAD IMPROVEMENTS IN
THE GREENE FARMS SUBDIVISION IN THE ESTIMATED AMOUNT OF
\$1,203,330.04, BUDGETED IN LINE ITEM #213-446-982.000 AND
#101-902-981.130**

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to authorize Washtenaw County Road Commission (WCRC) 2025 Second Agreement for local road improvements in the Greene Farms subdivision in the estimated amount of \$1,203,330.04, budgeted in line item #213-446-982.000 and #101-902-981.130. (see attached)

The motion carried unanimously.

**6. APPROVE LITIGATION TO ABATE A PUBLIC NUISANCE AT A
PROPERTY IDENTIFIED AS 5593 JUSTIN CT, BUDGETED IN LINE ITEM
#101-729-801.023**

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve litigation to abate a public nuisance at a property identified as 5593 Justin Ct, budgeted in line item #101-729-801.023

The motion carried unanimously.

**7. APPROVE LITIGATION TO ABATE A PUBLIC NUISANCE AT A
PROPERTY IDENTIFIED AS 1425 S HARRIS RD, BUDGETED IN LINE
ITEM #101-729-801.023**

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve litigation to abate a public nuisance at a property identified as 1425 S Harris Ct, budgeted in line item #101-729-801.023

The motion carried unanimously.

8. BUDGET AMENDMENT #4

Clerk Swanson read the budget amendment into the record.

A motion was made by Clerk Swanson and supported by Trustee Newman to approve budget amendment #4. (see attached)

The motion carried unanimously.

AUTHORIZATION AND BIDS

1. SEEK BID PROPOSALS FOR VEGETATION AND BLIGHT REMOVAL

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to seek bid proposals for Vegetation and Blight removal.

The motion carried unanimously.

2. SEEK BID PROPOSALS FOR YPSILANTI TOWNSHIP PLAYGROUND MULCH INSTALLATION

A motion was made by Treasurer Eldridge and supported by Clerk Swanson to seek bid proposals for Ypsilanti Township Playground Mulch.

The motion carried unanimously.

OTHER BUSINESS

PUBLIC COMMENTS

There was 1 public comment sharing concerns about roundabout. Included due to no audio.

BOARD MEMBER COMMENTS

There was 1 board member comment.

ADJOURNMENT

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

The motion carried unanimously.

The meeting was adjourned at approximately 6:30PM

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2025-03

RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

Resolution authorizing the temporary road closure of Stony Creek Rd., to Textile Rd., to Hitchingham Rd., to Merritt Rd. (back to Stony Creek) on Sunday, April 27th from 10:00 am to 1:30 pm for the Ride for Recovery 5K/10K Run/Walk to benefit Dawn Farm Ride for Recovery.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Washtenaw County Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Tracy Puvalowski, Development Director of Dawn Farm be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

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. 2025-03 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 18, 2024.

Debra A Swanson, Clerk
Charter Township of Ypsilanti

RESOLUTION 2025-04

Authorizing the Charter Township of Ypsilanti to Sell to Purchaser Eliza Skelcey One Vacant Parcel Located at 724 N. Ford Blvd.

WHEREAS, the Charter Township of Ypsilanti holds title to a vacant parcel located at 724 N. Ford Blvd., title of which includes the legal description of the vacant parcel as follows:

K-11-02-328-007, 724 N. Ford Blvd., Ypsilanti, MI 48198 with a legal description of YP#58-265 Lot 265, excluding S 3 ft thereof East Park Subdivision, 0.16 total acres.; and

WHEREAS, on **January 20, 2025** Eliza Skelcey requested of the Ypsilanti Township Assessing Department to purchase the vacant lot as described above which she intends to utilize as a “***garden lot***,” and;

WHEREAS, at a regular Board meeting held on **August 20, 2024** the Ypsilanti Township Board of Trustees authorized the sale of the vacant lot which according to the “***Market Valuation Report***” prepared by Deputy Assessor Brian McCleery dated **August 6, 2024** was valued at **\$7,000**, and;

WHEREAS, on the **27th day of February, 2025** Purchaser Eliza Skelcey 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 **\$7,000** in accordance with the Market Valuation Report dated **August 6, 2024**.

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

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

I, 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. 2025-04 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 18, 2025.

Debra A Swanson, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION 2025-05

PARTIAL TERMINATION OF A FARMLAND
DEVELOPMENT RIGHTS AGREEMENT
-PUBLIC INTEREST-

WHEREAS, on February 25, 2025 the township board received a request from Washtenaw County Road Commission for approval to have a certain parcel released from agreement number 81-66585-123132 which was executed in accordance with the provisions of PA 116 of 1974, commonly known as the Farmland and Open Space Preservation Act ("The Act"); and

WHEREAS, the township board has reviewed this request and DETERMINED that THE RELEASE IS IN THE PUBLIC INTEREST and meets one or more conditions of 36111a. (1) (b) of Part 361 of the Natural Resources and Environmental Protection Act; and

WHEREAS, the parcel proposed for release from the agreement is .114 acres in size; and

WHEREAS, the township board finds that the request for release of the particular parcel is acceptable.

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. 2025-05 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 18, 2025.

Debra A Swanson, Clerk
Charter Township of Ypsilanti

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

Resolution No. 2025-06

APPOINTMENTS

Southeast Michigan Council of Governments (SEMCOG)

Thornton, LaResha

Hines, John (Alternate)

Exp. Date

11/20/2028

12/31/2028

Washtenaw Area Transportation Study (WATS)

Ajegba, Paul

Exp. Date

Pleasure of the Board

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. 2025-06 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 18, 2025.

Debra A Swanson, Clerk
Charter Township of Ypsilanti

2025 YPSILANTI TOWNSHIP SECOND AGREEMENT

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

WHEREAS, Ypsilanti Township desires that certain improvements be made upon the local roads in the Township of Ypsilanti, and

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

IT IS NOW THEREFORE AGREED, the WCRC will accomplish the improvements as specified herein, all in accordance with the standards of the WCRC,

IT IS FURTHER AGREED, Ypsilanti Township shall pay WCRC for the actual project costs incurred for the project; and

IT IS FURTHER AGREED, the WCRC will submit monthly invoices to the Township during the progress of the construction. Following project completion and final accounting of the project costs, WCRC will submit the final invoice for the actual remaining unpaid costs. The final invoice shall provide supporting detail and information, which reasonably identifies the actual project costs incurred by WCRC. The Township described herein agrees to remit payment within 30 days from receipt of WCRC invoices.

Greene Farms Subdivision 2025:

Work to include forestry, cold milling the existing pavement surface, replacement of deteriorated concrete curb and gutter, ADA sidewalk ramp upgrades, construction of a 2" hot mix asphalt wearing surface, and associated project restoration.

Roads to include:

(Phase 1)

Greene Farm Drive, 515 feet west of Pioneer Dr to Whittaker Rd
Pioneer Drive, Greene Farm Dr to Dover Dr
Dover Drive, Oyster Bay Dr to end of road
Oyster Bay Drive, Dover Dr to Bay Tree Dr

(Phase 2)

Greene Farm Drive, Dover Dr to 515 feet west of Pioneer Dr
Dover Drive, Greene Farm Dr to Oyster Bay Dr

(Phase 3)

Dover Drive, Roxbury Dr to Greene Farm Dr
Roxbury Drive, Berwick Dr to Dover Dr
Richmond Drive, Berwick Dr to Dover Dr
Rachel Drive, Hitchingham Rd to Dover Dr
Berwick Drive, Roxbury Dr to Glacier Pointe Dr
Glen Oaks Drive, Rachel Dr to Glacier Pointe Dr

Estimated project cost for Greene Farms Subdivision 2025:

\$ 1,543,000.00

2025 Ypsilanti Township Second Agreement

AGREEMENT SUMMARY

2024 LOCAL ROAD PROGRAM	
Greene Farms Subdivision 2024 (Phases 1, 2, 3)	\$ 1,543,000.00
Less WCRC 2024 Local Matching Funds	\$ 339,669.96
Subtotal	<u>\$ 1,327,330.04</u>

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2025:	\$ 1,203,330.04
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CHARTER TOWNSHIP OF YPSILANTI:

<hr/> Brenda Stumbo, Supervisor	<hr/> Debbie Swanson, Clerk
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WASHTENAW COUNTY ROAD COMMISSION:

<hr/> Barbara Ryan Fuller, Chair	<hr/> Matthew MacDonell, Managing Director
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Motion to Amend the 2025 Budget (#4)

Move to increase the General Fund budget by \$84,314 to \$21,146,802 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$19,058 to \$5,595,948 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$139,663 to \$10,381,490 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI
2025 BUDGET AMENDMENT # 4**

MARCH 18, 2025

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND	Total Increase	<u>\$84,314.00</u>
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Request to increase the budget for PTO payout at 75%. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$1,854.00
		Net Revenues	<u>\$1,854.00</u>
Expenditures:	Salary PTO Payout	101-191-708.004	\$1,722.00
	FICA	101-191-715.000	\$132.00
		Net Expenditures	<u>\$1,854.00</u>

Request to carryforward the approved funding for new signs and installation provided by Bill Carr Signs, Inc. This was approved at the December 3, 2024 Board meeting. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$78,560.00
		Net Revenues	<u>\$78,560.00</u>
Expenditures:	Furniture and Fixtures	101-901-975.135	\$78,560.00
		Net Expenditures	<u>\$78,560.00</u>

Request to carryforward the approved funding for Engineering provided by Spicer Group at Lakeside Park. This was approved at the July 16, 2024 Board meeting. This will be funded by appropriation of ARPA funds.

Revenues:	Designated Loss Revenue ARPA	101-000-686.000	\$3,900.00
		Net Revenues	<u>\$3,900.00</u>
Expenditures:	Lakeside Shelter Park	101-902-981.120	\$3,900.00
		Net Expenditures	<u>\$3,900.00</u>

206 - FIRE FUND	Total Increase	<u>\$19,058.00</u>
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Request to increase the budget for replacement of lost radios. This will be funded by an insurance reimbursement.

Revenues:	Insurance Reimbursement	206-000-676.012	\$19,058.00
		Net Revenues	<u>\$19,058.00</u>
Expenditures:	Communications	206-336-857.000	\$19,058.00
		Net Expenditures	<u>\$19,058.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2025 BUDGET AMENDMENT # 4**

MARCH 18, 2025

266 - LAW ENFORCEMENT FUND

Total Increase \$139,663.00

Request to add a new line and budget for a Community Service Officer (CSO). This is a contractual position provided by the Washtenaw County Sheriff's Department. The CSO position was approved at the March 19, 2024 Board meeting. The CSO will provide support related to neighborhood watch and be the liaison between the Township and Sheriff's Office. The position was filled by the Sheriff's Office in February 2025. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	266-000-699.999	<u>\$139,663.00</u>
		Net Revenues	<u><u>\$139,663.00</u></u>
Expenditures:	Sheriff - CSO	266-301-831.015	<u>\$139,663.00</u>
		Net Expenditures	<u><u>\$139,663.00</u></u>

Supervisor
BRENDA L. STUMBO
Clerk
DEBRA A. SWANSON
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Trustees
KAREN LOVEJOY ROE
JOHN P. NEWMAN II
GLORIA PETERSON
LARESHA THORNTON



**YPSILANTI
TOWNSHIP**
— WHERE YOUR FUTURE GROWS —

**Accounting
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544-4000 Ext 5
Fax: (734) 484-5154

STATEMENTS AND CHECKS

APRIL 1, 2025 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	1,231,238.81
HAND CHECKS -	\$	123,053.34
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	1,354,292.15

03/24/2025 01:57 PM
User: lstanfield
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 199543 - 199558

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HAND CHECKS

Check Date	Check	Vendor Name	Description	Amount
Bank AP AP				
03/13/2025	199543	COMCAST CABLE	ACCT. #8529 01 001 0000523 (CAMERAS)	11,411.40
03/13/2025	199544	CONSTELLATION NEW ENERGY	ACCOUNT #BG-301569	16,283.63
03/13/2025	199545	DTE ENERGY	STREETLIGHTS - FEBRUARY 2025	82,362.82
03/13/2025	199546	DTE ENERGY	GAS & ELECTRIC INVOICES	3,267.85
03/13/2025	199547	STATE OF MICHIGAN	STATE PESTICIDE APPLICATION FOR NICHOLAS	75.00
03/13/2025	199548	VERIZON WIRELESS	ACCT. #342201808-00001	423.66
03/13/2025	199549	VERIZON WIRELESS	ACCT. #542198411-00001	2,801.20
03/13/2025	199550	WASTE MANAGEMENT	ACCT. #6-98680-82001	782.55
03/13/2025	199551	WEX BANK	WEX CREDIT CARD CHARGES ENDING FEBRUARY	1,172.82
03/13/2025	199552	YPSILANTI COMMUNITY	ACCT. #2-087-560650-01	43.41
			ACCT. #2-087-560500-01	91.18
			ACCT. #2-087-560550-01	91.18
			ACCT. #2-087-560600-01	91.18
			ACCT. #2-087-560610-01	91.18
			ACCT. #2-085-341000-01	36.48
			ACCT. #2-085-341010-01	91.18
				<u>535.79</u>
03/18/2025	199553	COMCAST	ACCT. #8529 10 234 0586337	112.66
03/18/2025	199554	COMCAST	ACCT. #8529 10 234 0186229	215.87
03/18/2025	199555	GUARDIAN ALARM	CUSTOMER #100169	2,196.18
03/18/2025	199556	RHETT REYES	RECOVERY COURT PAYROLL	1,144.88
03/18/2025	199557	WASTE MANAGEMENT	WASTE MANAGEMENT SERVICES FOR 2025	186.71
03/18/2025	199558	WASTE MANAGEMENT	WASTE MANAGEMENT SERVICES FOR 2025	<u>80.32</u>

AP TOTALS:

Total of 16 Checks:	123,053.34
Less 0 Void Checks:	0.00
Total of 16 Disbursements:	<u>123,053.34</u>

03/24/2025 01:58 PM
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DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 199559 - 199653

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A/P CHECKS

Check Date	Check	Vendor Name	Description	Amount
Bank AP AP				
04/01/2025	199559	A DESIGN LINE	2025 UNIFORM SHIRTS FOR TPOAM EMPLOYEES COMMUNITY PROMOTIONS - FOAM PUTTY	1,375.32 674.00 <u>2,049.32</u>
04/01/2025	199560	AAMCO TRANSMISSIONS AND	#91 EVALUATED FOR BRAKES MAKING NOISE AN	85.00
04/01/2025	199561	ABBEY DOOR	REPAIR WORK AT STATION 1	375.00
04/01/2025	199562	ACCUSHRED LLC	SHRED SERVICES	143.50
04/01/2025	199563	ADVANCED COMMUNICATIONS & DATA	INTERNET UTILITY SERVICE	689.90
04/01/2025	199564	ALL PRO EXERCISE	PREVENTATIVE MAINTENANCE OF EXERCISE EQU PREVENTATIVE MAINTENANCE OF EXERCISE EQU PREVENTATIVE MAINTENANCE OF EXERCISE EQU PREVENTATIVE MAINTENANCE OF EXERCISE EQU	570.00 295.00 255.00 257.00 <u>1,377.00</u>
04/01/2025	199565	ALLGRAPHICS CORPORATION	SEASONAL MAINTENANCE AND SAFETY STORE -	2,049.24
04/01/2025	199566	ALRO METALS OUTLET	MATERIAL SENSOR BRACKET	11.50
04/01/2025	199567	AMAZON CAPITAL SERVICES	NOTARY RECORD BOOK - LAURIE LUTOMSKI INSIGNIA 32 " TV NETWORK TEMPERATURE HUMIDITY MONITOR RICOH INK HP 87X BLACK HIGH-YIELD TONER CARTRIDGES Office Supplies for Matt Dohring's Offic TONER ASSESSMENT OFFICE SUPPLIES ASSESSMENT OFFICE SUPPLIES MOUSE PAD - TREASURER MOUSE PAD - SUPERVISOR SUPPLIES FOR DADDY DAUGHTER DANCE SUPPLIES FOR DADDY DAUGHTER DANCE ITEMS FOR SENIOR PROGRAMS, PARK TICKET I ADDITIONAL SUPPLIES FOR DADDY DAUGHTER D MICRON SSD 960GB 5300 PRO STARBUCKS COFFEE - BUILDING LOBBY SEATING AT COMMUNITY CENTER PHONE CHARGERS/VACUUM/DOOR STOPPERS	13.02 79.99 59.99 159.27 565.00 68.10 390.64 36.62 67.98 13.04 13.05 264.04 67.95 185.26 13.20 475.20 87.96 1,483.84 155.67 <u>4,199.82</u>
04/01/2025	199568	ANN ARBOR CLEANING SUPPLY	TRASH BAGS - COMMUNITY ENGAGEMENT CLEANING SUPPLIES - COMMUNITY CENTER	283.50 239.86 <u>523.36</u>
04/01/2025	199569	APPLIED INNOVATION	PAPERCUT SOFTWARE RENEWAL RICOH P502 LASER PRINTER	181.33 777.26 <u>958.59</u>
04/01/2025	199570	ASCENTIS CORPORATION	NOVATIME RENEWAL	269.50
04/01/2025	199571	ATCHINSON FORD	FORD E350 VAN - BATTERY	611.70
04/01/2025	199572	AUTO VALUE YPSILANTI	TORO MOWER #314 AND #318 PARTS (MISC) TORO MOWER #314 AND #318 AIR/OIL FILTERS BATTERY FOR 4100D, BELT, AND COOLANT	79.18 488.31 171.05

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
 CHECK NUMBERS 199559 - 199653

Check Date	Check	Vendor Name	Description	Amount
			BATTERY FOR VEHICLES #95 AND #704	268.66
			NUT AND BOLT REMOVAL TOOL	52.99
			UNIT#44 DOOR BUSHING KIT	22.49
			BRAKE CLEANER	43.08
			OIL FILTER AND OIL FOR STUMP GRINDER	81.39
			20 PWR BSTWW	23.70
				<u>1,230.85</u>
04/01/2025	199573	B-BALL SKILLS LLC	PAY OUT FOR B-BALL SKILLS 2/19-2/28	441.75
04/01/2025	199574	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM 1/25 2024 TO	9,518.06
04/01/2025	199575	BILL CARR SIGNS, INC.	INSTALL 21 PARK SIGNS	54,992.00
04/01/2025	199576	BRAUN CONSRTUCTION GROUP, INC	14B D COURT RENOVATION	176,268.02
04/01/2025	199577	BRIDGESTONE GOLF INC	BRIDGESTONE GOLF BALLS AND HATS FOR RESA	1,273.12
04/01/2025	199578	CARLISLE WORTMAN ASSOCIATES INC	HURON VALLEY PACE CONDITIONAL ZONING REV	1,035.00
04/01/2025	199579	CARLISLE WORTMAN ASSOCIATES INC	HOLIDAY INN EXPRESS DEVELOPMENT REVIEW	697.50
04/01/2025	199580	CARLISLE WORTMAN ASSOCIATES INC	SHEETZ SECURITY CAMERA PLAN	217.50
04/01/2025	199581	CGS, INC.	SAFETY TRAINING- AED/CPR FEBRUARY 2025	1,125.00
04/01/2025	199582	CINTAS FIRST AID & SAFETY	FIRST AID CABINET SERVICE - 3/10/24	7.16
			FIRST AID CABINET SERVICE - 3/10/24	17.45
			FIRST AID CABINET SERVICE - 3/10/24	7.15
			FIRST AID CABINET SERVICE - 3/10/24	7.15
			FIRST AID CABINET SERVICE - 3/10/24	62.54
				<u>101.45</u>
04/01/2025	199583	CLEAR RATE COMMUNICATIONS, INC	ACCT. #4850408	269.03
04/01/2025	199584	COMCAST	INTERNET FOR HOLMES ROAD - 2025	148.90
04/01/2025	199585	COMMUNICATION SQUARE LLC	MONTHLY OFFICE 365	4,560.00
04/01/2025	199586	CORRIGAN MOVING SYSTEMS	STORAGE/EQUIPMENT RENTAL	2,595.00
04/01/2025	199587	CRYSTAL FLASH, INC.	COMM. CENTER: REFILL GAS FUEL TANK - STA	738.43
			FORD LAKE PARK: REFILL GAS FUEL TANK - S	950.17
			FORD LAKE PARK - DIESEL FUEL FOR EQUIPME	131.89
			REG FUEL FOR HQ	523.90
				<u>2,344.39</u>
04/01/2025	199588	CUMMINS SALES AND SERVICE	FULL SERVICE MAINTENANCE ON HOLMES ROAD	756.05
04/01/2025	199589	DETROIT LEGAL NEWS	BOARD OF REVIEW 2025 SCHEDULE - AD	109.00
			PLANNING COMMISSION AD	50.00
				<u>159.00</u>
04/01/2025	199590	DTE ENERGY COMPANY -	COMMERCIAL UNDERGROUND SERVICE - LAKESID	2,750.00
04/01/2025	199591	DTE ENERGY COMPANY -	COMMERCIAL UNDERGROUND SERVICE - FORD HE	26,086.47
04/01/2025	199592	ESRI	ARCGIS DESKTOP RENEWAL	4,300.00
04/01/2025	199593	FIBER LINK	MISSDIG RESPONSE AND LOCATE SERVICES	8.75
04/01/2025	199594	FORTIFIED PLUMBING	REFUND - PERMIT FEES #PP25-0080	37.50
04/01/2025	199595	GRAINGER	SUPPLIES	31.22
			SUPPLIES	23.42
			MATERIAL FOR IT CABLE PROJECT	170.67
			BRACKET HARDWARE FOR NEW RIVER SENSOR	18.59
				<u>243.90</u>
04/01/2025	199596	GRIFFIN PEST SOLUTIONS	PEST CONTROL FOR #1	31.00
			PEST CONTROL FOR #4	31.00
			pest control for #3	31.00
				<u>93.00</u>

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
 CHECK NUMBERS 199559 - 199653

Check Date	Check	Vendor Name	Description	Amount
04/01/2025	199597	GROSS ELECTRIC	MAINT. SUPPLIES FLP SHELTERS - LIGHTS(IN	56.80
04/01/2025	199598	HOME DEPOT	HOLMES RD DOOR GUARD & HANDLE INV#502197	60.78
			MAINTENANCE SUPPLIES FOR CIVIC CENTER (I	38.41
			OUTDOOR SECURITY LIGHT	224.00
			PAINT SUPPLIES, TOOLS, AND COURSE SUPPLI	111.03
				<u>434.22</u>
04/01/2025	199599	INFINITY FITNESS LLC	FEBRUARY DROP IN FEES	21.00
04/01/2025	199600	INSIGHT PUBLIC SECTOR INC	1PASSWORD RENEWAL	2,673.30
04/01/2025	199601	INTEGRITY BUSINESS SOLUTIONS LLC	COPY PAPER - GENERAL	999.75
04/01/2025	199602	JIBRIL NAEEM	MODERNDAY MARTIAL ARTS PAYOUT	752.50
04/01/2025	199603	JUMP-A-RAMA	WINTER SESSIONS 2 GYMNASTICS INSTRUCTION	1,949.15
04/01/2025	199604	LINDE GAS & EQUIPMENT INC	OXYGEN RENTAL	462.21
04/01/2025	199605	LOWE'S	PLUMBING FOR MID BEARING FILTRATION #2	11.77
			PLUMBING FOR MID BEARING FILTRATION	28.29
			STENCIL PROJECT FOR ARCHWAYS AND RISERS	24.62
			OPERATING SUPPLY FOR FLP SHELTER #2 (TRA	161.48
				<u>226.16</u>
04/01/2025	199606	MACQUEEN EMERGENCY GROUP	SUPRALITE STRUCTURAL BOOTS & HOODS	653.59
04/01/2025	199607	MCMMASTER-CARR	MAINT SUPPLIES	28.59
04/01/2025	199608	MESSANGER PRINTING	REMINDER POSTCARDS WINTER 2024 TAXES	719.31
04/01/2025	199609	MICHAEL COX	MICHAEL COX CONTRACTUAL INVOICE 03/03/20	850.00
04/01/2025	199610	MICHIGAN DEPT. OF TREASURY	PAYMENT FOR 14B TAX GARNs	470.00
04/01/2025	199611	MICHIGAN LINEN SERVICE, INC.	LEC LAUNDRY SERVICE FOR 2025	60.25
			LAUNDRY FOR CIVIC CENTER 3/18/2025 (INVO	101.10
			LINEN SERVICE FOR COMMUNITY CENTER 3/18/	49.50
			LINEN SERVICE FOR COMMUNITY CENTER 3/11/	49.50
			MAINT. GARAGE LINEN SERVICE 3/11/25 (INV	24.00
			LAUNDRY FOR CIVIC CENTER 3/11/2025 (INVO	101.10
			LAUNDRY SERVICES FOR 2025 SEASON	24.00
			LAUNDRY SERVICES FOR 2025 SEASON	24.00
			LINEN SERVICE FOR STATION 4	85.03
			LINEN SERVICE FOR STATION 3	86.26
			LINEN SERVICE FOR STATION HQ	190.40
			LINEN SERVICE FOR STATION 4	85.03
			LINEN SERVICE FOR STATION 3	86.26
			LINEN SERVICE FOR STATION HQ	190.40
				<u>1,156.83</u>
04/01/2025	199612	NORTHGATE CONSTRUCTION LLC	GREEN OAKS GOLF COURSE BATHROOM RENOVATI	18,759.75
04/01/2025	199613	OFFICE EXPRESS	NAME PLATES - ZBA & PC	25.12
04/01/2025	199614	ONAN CAPITAL INC	COVID 19 TEST KITS FOR COMMUNITY	2,200.00
04/01/2025	199615	ONSITE SUBSTANCE ABUSE TESTING	RECOVERY COURT DRUG TESTING	205.00
04/01/2025	199616	OOMA, INC.	Ooma Services	248.44
04/01/2025	199617	ORCHARD, HILTZ & MCCLIMENT INC	CIVIC CENTER POND CONSTRUCTION ENGINEERI	314.25
			CONSTRUCTION ADMINISTRATION FOR ARPA CIV	1,788.00
			2401/2451 PARKWOOD SELF STORAGE	350.00
			1724 W MICHIGAN TOWNHOMES	350.00
				<u>2,802.25</u>
04/01/2025	199618	ORKIN LLC	ESTIMATED MARCH ORKIN BILLS	198.00
			MARCH 2025 VERMIN ABATEMENT - HULL & EDI	199.00
			VERMIN MANAGEMENT SERVICES - JAN & FEB 2	199.00

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
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Check Date	Check	Vendor Name	Description	Amount
				596.00
04/01/2025	199619	PARKWAY SERVICES, INC.	PORT A JOHN SERVICE - HYDRO	130.00
			PORTABLE TOILET RENTAL FOR GREEN OAKS FR	260.00
				390.00
04/01/2025	199620	PEPSI BEVERAGES COMPANY	BOTTLED SODA FOR RESALE IN THE GOLF SHOP	500.46
04/01/2025	199621	PRIORITY ONE EMERGENCY	PANTS FOR WISNEIWSKI	90.99
			DRESS SHIRT - WISNIEWSKI	64.99
			CHANGE BUTTONS/PATCH REMOVAL AND APPLICA	51.50
			DRESS SHIRT - WISNIEWSKI	97.98
				305.46
04/01/2025	199622	PROSITE SERVICES	DELIVERY AND SETUP OF SECURITY FENCE	1,650.00
04/01/2025	199623	RANDALL MASCHARKA	PHOTOGRAPHY SERVICES	600.00
04/01/2025	199624	RHETT REYES	RECOVERY COURT PAYROLL	1,032.00
04/01/2025	199625	RICK PLISICO	RICK PLISICO CONTRACTUAL INSPECTIONS MARC	350.00
04/01/2025	199626	ROBERT ACTON	ROBERT ACTON CONTRACTUAL INSPECTIONS 03.	1,100.00
04/01/2025	199627	SAM'S CLUB DIRECT	OPERATING SUPPLIES AND FOOD AND BEVERAGE	468.40
			BOTTLED WATER	23.88
			SNACKS COMMUNITY CENTER CONCESSIONS	21.36
			OPERATING SUPPLIES FLP (TERMINAL #518739	29.36
				543.00
04/01/2025	199628	SHERWIN WILLIAMS COMPANY	PAINT FOR GOLF MAINTENANCE POLES AND DOO	104.90
04/01/2025	199629	SHRADER TIRE & OIL	REPLACE TIRES FOR VEHICLE #96	794.71
04/01/2025	199630	SOUTHERN COMPUTER WAREHOUSE	WINDOWS 11 PRO LICENCES - BOX	392.30
04/01/2025	199631	SPARTAN DISTRIBUTORS	PARTS FOR PROFORCE BLOWER SHAFT REPAIR A	558.67
04/01/2025	199632	SPICER GROUP	LAKESIDE PARK SITE WORK CONSTRUCTION ENG	2,600.00
04/01/2025	199633	STATE OF MICHIGAN	ELGE WATER USE REPORT FEE	200.00
04/01/2025	199634	STATE OF MICHIGAN	HAZ MAT TECHNICIAN	950.00
04/01/2025	199635	STATE OF MICHIGAN - MDOT	MDOT CONTRS ENG- HURON BRIDGE JOB#209612	3,378.01
04/01/2025	199636	STEPHEN BROWN	STEVE BROWN CONTRACTUAL INSP 03.03.2025	500.00
04/01/2025	199637	STERICYCLE INC	STERI-SAFE BUDGET SUBSCRIPTION	269.10
04/01/2025	199638	STEVEN DENSMORE	REIMUBRSEMENT FOR FOOD WHILE AT CONFEREN	25.74
04/01/2025	199639	TARGET SPECIALTY PRODUCTS	FUNGICIDE FOR GREENS AND TEES	3,761.25
			SPRING FUNGICIDE FOR GREENS AND TEES	925.00
			PGR SEED HEAD SUPPRESSOR FOR GREENS	200.00
			FERTILIZER FOR GREENS AND TEES SPRING AP	846.00
			INSECTICIDE AND FUNGICIDE FOR TEES AND G	3,254.50
			FERTILIZER FOR GREENS PROGRAM SPRING	587.50
			FUNGICIDE FOR FARIWAYS - SPRING APP	665.00
			SPRING FERTILIZER FOR GREENS	874.00
				11,113.25
04/01/2025	199640	TEESNAP LLC	POS - 4 IPADS FOR PARK GATES POS SYSTEM	5,000.00
04/01/2025	199641	THERESE FOOTE	YOGA DROP INS	28.00
04/01/2025	199642	TIGER SCORECARD	SCORECARDS FOR USE AT GREEN OAKS GOLF CO	1,280.00
04/01/2025	199643	TWIN DATA CORPORATION	RECEIPT PRINTER FOR CIVIL DEPARTMENT	1,034.00
04/01/2025	199644	U.S. BANK, N.A.	DEBT OBLIG BOND PRIN & INT PAYMENT	223,140.00
04/01/2025	199645	ULINE	DOGGIE BAGS FOR PARKS	136.86
04/01/2025	199646	VICTORY LANE	#74 FULL SERVICE OIL CHANGE	53.30
			#76 FULL SERVICE OIL CHANGE	74.79
			#88 FULL SERVICE OIL CHANGE	60.10

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User: lstanfield
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
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Check Date	Check	Vendor Name	Description	Amount
				188.19
04/01/2025	199647	W.J. O'NEIL COMPANY	CIVIC CENTER - TROUBLESHOOT GAS SMELL (I BAS PM AGREEMENT - TOWNSHIP HALL, BOARD APPROVED P.M. 14B ANNUAL FEE BOARD APPROVED P.M. COMMUNITY CENTER ANN BOARD APPROVED P.M. LEC ANNUAL FEE BOARD APPROVED P.M. CIVIC CENTER ANNUAL FORD LAKE PARK REMOVAL OF OLD A/C UNIT HVAC AT COMMUNITY CENTER COMMUNITY CENTER - AC UNIT (INV#61957)	354.00 14,376.00 4,992.00 14,184.00 5,292.00 13,404.00 850.00 1,763.00 1,763.00 <u>56,978.00</u>
04/01/2025	199648	WASHTENAW COUNTY SHERIFF'S OFFICE	RECOVERY COURT DRUG TESTING	15.00
04/01/2025	199649	WASHTENAW COUNTY TREASURER#	POLICE SERVICE UNITS FOR 2025	561,026.42
04/01/2025	199650	WASHTENAW COUNTY TREASURER#	CHARGEBACK INVOICE/SPECIALS INVOICE #202	3,465.38
04/01/2025	199651	WASHTENAW COUNTY WATER RESOURCES	VERMIN MANAGEMENT SERVICES - JAN + FEB 2	8,641.46
04/01/2025	199652	YPSILANTI ACE HARDWARE	HOLMES RD. MAINTENANCE SUPPLIES (INV#176 KEYS RING HOLDER, KEY, COMMAND HOOK KEYS RING HOLDER, KEY, COMMAND HOOK	18.58 4.59 51.09 <u>74.26</u>
04/01/2025	199653	YPSILANTI COMMUNITY	ESTIMATED WATER REBATE FOR 2025 FUEL CHARGES FOR THE 2025 SEASON ESTIMATED WATER REBATE FOR 2025	40.00 548.00 1,400.00 <u>1,988.00</u>

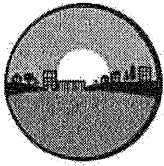
AP TOTALS:

Total of 95 Checks:	1,231,238.81
Less 0 Void Checks:	0.00
Total of 95 Disbursements:	<u>1,231,238.81</u>

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

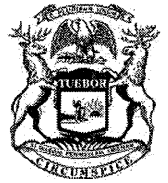


**YPSILANTI
TOWNSHIP**
— WHERE YOUR FUTURE GROWS —

14-B DISTRICT COURT

7200 SOUTH HURON RIVER DRIVE
YPSILANTI, MICHIGAN 48197-7099

CRIMINAL/TRAFFIC (734) 483-1333
CIVIL (734) 483-5300
FAX (734) 483-3630



HON. ERANE C. WASHINGTON
DISTRICT COURT JUDGE

HILARY B. BRALEY
MAGISTRATE

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Hilary Braley, 14-B District Court, Court Administrator

Date: March 18, 2025

RE: REQUEST AUTHORIZATION TO ACCEPT AND SIGN THE WASHTENAW COUNTY LEASE AGREEMENT FOR TEMPORARY USE OF THE 14A-2 COURTROOM AND OFFICE SUITE.

14-B District Court Administration is requesting authorization to accept and sign the attached lease agreement with Washtenaw County. This is a temporary situation during the renovation project. We have verified with our insurance company that our equipment is insured at that location during the temporary displacement. Washtenaw County is not charging us for the use of this space. No rent or funds are being exchanged.

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, Ypsilanti MI 48107 ("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 48107 ("Premises").
2. **TERMS:** The lease term shall begin on the date of this agreement and ending when the construction/remodeling of 7200 Huron 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.

- As to County: Washtenaw County
220 North Main Street
Ann Arbor, Michigan 48104
Attention: Director of Facilities Management
Emergency Phone Number: 734-222-3737

As to Lessee: 14B District Court
7200 S Huron Dr
Ypsilanti, Michigan 48107

Attention: Hillary Braley

Emergency Phone Number: XXX

ATTESTED TO:

WASHTENAW COUNTY

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

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR:

By: _____
Jason Fee (DATE)
Facilities Management Director

By: _____
Hillary Braley (DATE)
Court Administrator

APPROVED AS TO FORM:

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

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 1687 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 Cislo 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 Cislo Title as set forth in Paragraph 23 of the Purchase Agreement.

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



**YPSILANTI
TOWNSHIP**
—ASSESSMENT DEPARTMENT—

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

Date: March 24, 2025

To: Ypsilanti Township Board

From: Brian McCleery,
Deputy Assessor

Re: Agenda Item to Authorize Property Sale to Charly Ableson
K-11-14-482-002 1687 Emerson Ave

The Assessor's Office is requesting approval of Resolution 2025-07 to authorization the sale of the above property to Charly Ableson for \$4,000 plus all closing costs.

Ms. Ableson agrees to combine this parcel with her adjacent home parcel. The purchase agreement stipulates that the 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 Ypsilanti Township Board of Trustees. Further if a single-family home is built on the property, it will not become a rental property.

Attached you will find the Resolution 2025-07, the purchase agreement, and aerial photographs of the property. If you have any questions or need more information, please don't hesitate to contact me.

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) made this 18th 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 McClary

Shaun Waibel
Shauna Waibel

SELLER:

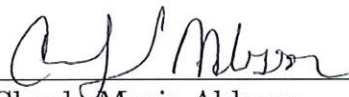
Charter Township of Ypsilanti
Brenda L. Stumbo, Supervisor

Dated: _____

Charter Township of Ypsilanti
Debra A. Swanson, Clerk

Dated: _____

PURCHASER:


Charly Marie Ableson

Dated: 3/18/25

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS WILLIAMS
JIMMIE WILSON, JR.



Charter Township of Ypsilanti

Clerk's Office

7200 S. Huron River
Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

MEMORANDUM

To: Brian McCleery, Assistant Assessor

From: Karen Lovejoy Roe, Clerk *KJR*

Date: June 20, 2018

Subject: ***Request Approval to Enter into Negotiations to Sell Vacant Township Owned Parcel #K-11-14-482-002 Located at 1687 Emerson***

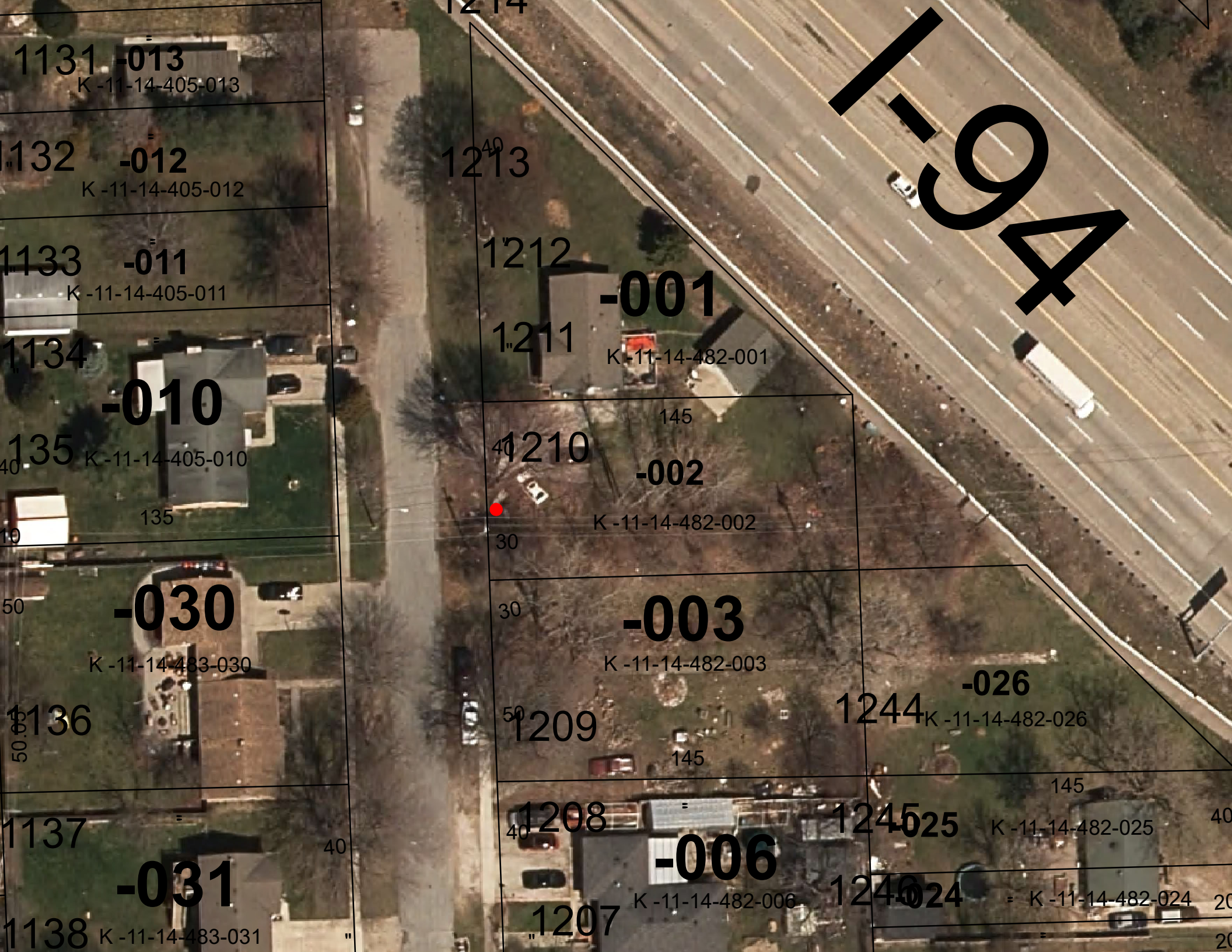
At the regular meeting held on June 19, 2018, the Charter Township of Ypsilanti Board of Trustees approved entering into negotiations to sell Township owned parcel #K-11-14-482-0020 located at 1687 Emerson.

Should you have any questions, please contact my office.

lrs

cc: Linda Gosselin, Assessor
Files





1131 -013
K -11-14-405-013

1132 -012
K -11-14-405-012

1133 -011
K -11-14-405-011

1134 -010
K -11-14-405-010

1135 -030
K -11-14-483-030

1136 -031
K -11-14-483-031

1137 -031
K -11-14-483-031

1138 -031
K -11-14-483-031

1214

1213

1212

1211 -001
K -11-14-482-001

1210 -002
K -11-14-482-002

1209 -003
K -11-14-482-003

1208 -006
K -11-14-482-006

1207

1244 -026
K -11-14-482-026

1245 -025
K -11-14-482-025

1246 -024
K -11-14-482-024

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



YPSILANTI TOWNSHIP

— ACCOUNTING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton

TO: Charter Township of Ypsilanti Board Trustees

From: Javonna Neel, Accounting Director

Date: March 20, 2025

RE: **Authorization to approve agreement with Munivate LLC for reconciliation of the bond and escrow accounts in the BS&A Building module not to exceed \$11,100, budgeted in line item 249-371-818.000.**

The Accounting Department is requesting authorization to accept the quote from Munivate LLC and approve the contract to perform the necessary reconciliation and in-depth analysis of the bond and escrow accounts in the BS&A system. Munivate will develop a report with the findings and recommendations for reconciliation. If approved, the review will begin on July 7, 2025, and go through July 18, 2025. The audit period will cover bonds and escrows from the inception of the Building BS&A Software in 2002 through the current period.

Manual tracking of the bonds and escrow was done on Quicken software until the building module was integrated with the BS&A cash receipting, accounts payable, and general ledger modules in 2017. This has made a terrific difference in the tracking of the bonds and escrow accounts. Munivate will make suggestions on how the staff can efficiently maintain and update bond and escrow accounts to keep it reconciled as projects open and close.

Munivate consultant Kevin Keyes has extensive experience with the BS&A programming and has assisted our Building and Ordinance Departments as well as other municipalities in the area. Our staff has had nothing but positive things to say about how Mr. Keyes has been helping them with processing, tracking, and billing.

The estimate, description and contract are attached. Thank you for your consideration.

cc: Brenda Stumbo, Supervisor
Debbie Swanson, Clerk
Stan Eldridge, Treasurer
Dave Bellers, Chief Building Official
Attorney Winters

**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:

EXHIBIT A
COST PROPOSAL

Munivate LLC

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



Estimate

ADDRESS
Ypsilanti Township MI

ESTIMATE 1043
DATE 01/16/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Consulting Onsite	Bond and Escrow Reconciliation Discovery - Perform in-depth analysis of Bond and Escrow Accounts and develop report with findings and recommendation for reconciliation across data sources	60	185.00	11,100.00

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

TOTAL

\$11,100.00

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

Accepted By

Accepted Date

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



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

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: March 25, 2025

RE: Resolution 2025-08: Boards and Commissions Appointments

Washtenaw Regional Recycling Management Authority (WRRMA) has asked us to update our delegate/alternate list through board action. Please find attached a Resolution reappointing John Hines as delegate to WRRMA with Brenda Stumbo as the alternate.

Ypsilanti Township is one of the eight municipalities who form WRRMA, along with Ann Arbor Charter Township, Pittsfield Charter Township, Scio Township, and the cities of Ann Arbor, Dexter, Saline, and Ypsilanti. WRRMA aims to increase the quantity of high quality recycling in member communities. Being a member requires a payment of \$5,000 per year, which is budgeted in 101-101-958.000.

Thank you for your consideration.

**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



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: March 25, 2025

RE: **Resolution 2025-09: Support for 2025 Michigan Department of Natural Resources Land and Water Conservation Fund Application**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization of the resolution for the 2025 Michigan Land and Water Conservation Fund Development Grant for the North Bay Park Boardwalk Trail improvements.

If approved, township staff with Ernat Consulting will submit LWCF grant paperwork to the Michigan Department of Natural Resources for the 2025 grant cycle. The project for North Bay Park will focus on replacement of the wooden boardwalk decking if approximately 24,400 square feet. Due to use and weatherization, the board walk needs repair and was identified as a priority in the 2024 Parks and Recreation Master Plan. The total funds projected to resurface the boardwalk and pathway improvements are \$702,000 per the engineer's probable cost statement.

This resolution is to submit the grant paperwork to the MDNR for approval. If the board supports the pursuit of the Land and Water Conservation Fund grant application, it is committing to provide the 50% match to the grant of \$351,000 which would be funded from the Bike, Sidewalk, Recreation and Road fund. If application is awarded, a contract and budget amendment will be brought back to the board at that time.

Thank you for your consideration.

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

NORTH BAY PARK ACCESSIBILITY AND IMPROVEMENT STUDY - DRAFT

		
Boardwalk: Uneven boards	Boardwalk: Weathered boards and moss accumulation	Boardwalk: Splitting boards
		
Boardwalk: Existing piers and crossmembers	Boardwalk: Overview of existing access ramp and stairs	Boardwalk: Existing stairs



NORTH BAY PARK ACCESSIBILITY AND IMPROVEMENT STUDY - DRAFT

		
Boardwalk: Opening size observed in the guardrails	Boardwalk Bridge: Bridge (B1)	Boardwalk Bridge: B1 transition and condition of existing boards
		
Boardwalk Bridge: B1 transition	Boardwalk Bridge: B1 weathered boards with non-uniform height	Boardwalk Bridge: Bridge (B2)



NORTH BAY PARK ACCESSIBILITY AND IMPROVEMENT STUDY - DRAFT

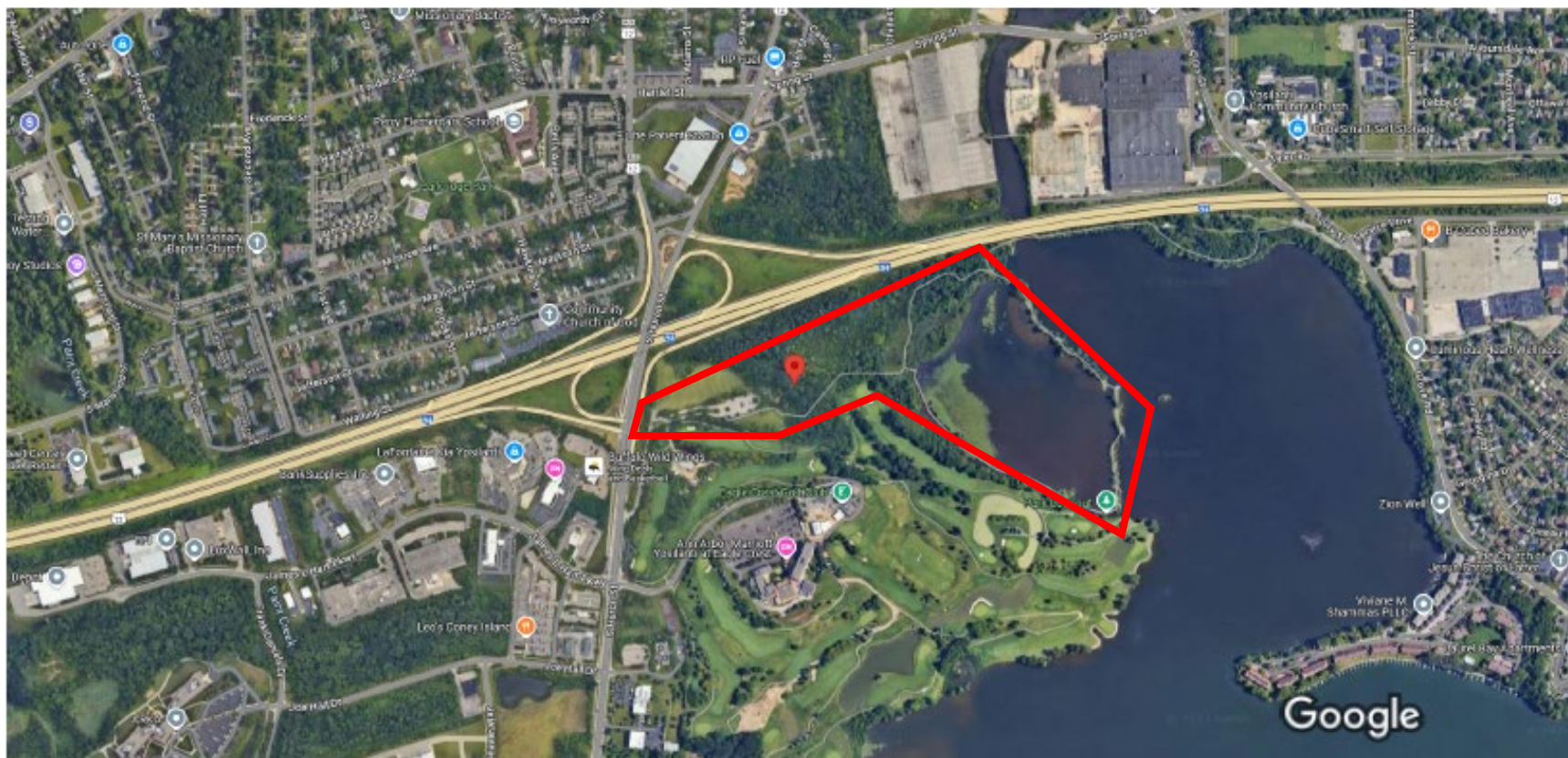
		
Boardwalk Bridge: Bridge (B3)	Boardwalk Bridge: Bridge (B4)	Boardwalk Bridge: Bridge (B5)





1151 S Huron St

North Bay Park



March 26, 2025

Clay Summers
Manager, Grants Management Section
Michigan Department of Natural Resources

Re: Support for North Bay Park Boardwalk Restoration– Ypsilanti Township

Dear Mr. Summers,

This letter confirms support from SEMCOG, the Southeast Michigan Council of Governments, for the application from Ypsilanti Township to renovate the **North Bay Park Boardwalk** with funding from the Michigan Natural Resources Trust Fund. This project aims to provide safe and equitable access by replacing the wood of the boardwalk decking on the North Bay Park Boardway Trail.

SEMCOG is a regional planning partnership that supports coordinated local planning among over 180 units of local government across seven counties in Southeast Michigan. SEMCOG engages regional stakeholders and analyzes park data to ensure that our recreation system meets the quality of life, health, and accessibility needs of residents and visitors, along with regional economic development goals and environmental priorities. This proposal from Ypsilanti Township will help achieve SEMCOG's vision for the region, and implement several priorities established through stakeholder-driven processes, including:

- [Promote healthy lifestyles and vibrant communities with expanded options for pedestrian and bicycle mobility, recreation, and tourism.](#)
- [Ensure equitable access to recreation opportunities for people of all backgrounds, ages, and abilities in Southeast Michigan.](#)
- [Connect all people to the places they live with infrastructure and services that support a high quality of life.](#)

Our region's recreation system continues to see increased demand for outdoor opportunities, and investing in this proposal will positively impact quality of life in both Ypsilanti Township and Southeast Michigan. We hope that this application will have the full support of the Michigan Natural Resources Trust Fund Board / DNR Grants team.

Sincerely,



Amy O'Leary
Executive Director



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: March 26, 2025

RE: **Resolution 2025-10: Support for 2025 Michigan Department of Natural Resources Trust Fund Grant Application**

The Residential Services Department is requesting the Ypsilanti Township Board of Trustees to consider authorization of the resolution for the 2025 Michigan Trust Fund Grant for the North Bay Park Pavilion and Bathroom improvements.

If approved, township staff with Ernat Consulting will submit TF grant paperwork to the Michigan Department of Natural Resources for the 2025 grant cycle. The project for North Bay Park will focus on repair of the pavilion and connected bathrooms approximately 1,300 square feet. Due to use and age, the pavilion and bathrooms need repair and were identified as a priority in the 2024 Parks and Recreation Master Plan. The existing structure is over 40 years old and in need of replacement to meet the demand of the park. The total funds projected to replace the pavilion, and bathrooms are \$617,200 per the engineer's probable cost statement.

This resolution is to submit the grant paperwork to the MDNR for approval. If the board supports the pursuit of the Trust Fund grant application, it is committing to provide the 50% match to the grant of \$308,600 which would be funded from the Bike, Sidewalk, Recreation and Road fund. If application is awarded, a contract and budget amendment will be brought back to the board at that time.

Thank you for your consideration.

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

APPENDIX A – APRIL 28, 2023 SITE PHOTOS



Pavilion: Covered assembly space



Pavilion: Covered assembly space partial and CMU wall structure



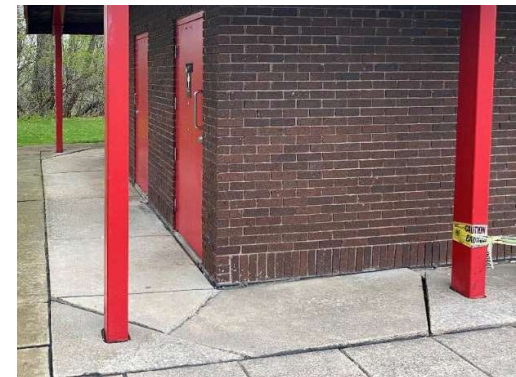
Pavilion: Entry to restrooms and utility space



Pavilion: Overview of superstructure



Pavilion: Peeling paint on the superstructure

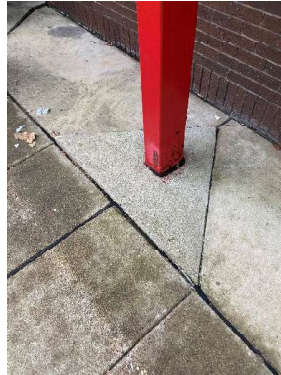


Pavilion: Foundation settlement (1)

NORTH BAY PARK ACCESSIBILITY AND IMPROVEMENT STUDY



Pavilion: Foundation settlement (2)



Pavilion: Foundation settlement (3)



Pavilion: Worn unstained/unprotected roof decking



Pavilion: Fascia board condition and exterior lighting









Pavilion: Peeling shingles and skylight infill translation



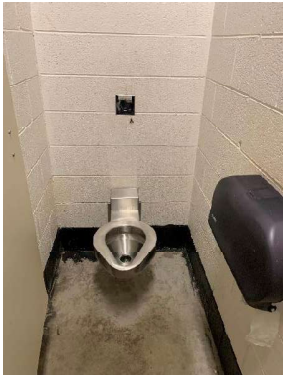





Pavilion: No gutters or downspouts present to assist with water diversion

NORTH BAY PARK ACCESSIBILITY AND IMPROVEMENT STUDY

		
Pavilion: Horizontal cracking	Pavilion: Step cracking (1)	Pavilion: Step cracking (2)
		
Pavilion: Plumbing domestic distribution and sanitary, waste, and vent piping (1)	Pavilion: Plumbing domestic distribution and sanitary, waste, and vent piping (2)	Pavilion: Lavatory fixture









NORTH BAY PARK ACCESSIBILITY AND IMPROVEMENT STUDY

		
Pavilion: Water closet	Pavilion: Remains of exterior drinking fountain location	Pavilion: Urinal
		
Pavilion: Exterior wall hydrant	Pavilion: Electrical service transformer	Pavilion: Electrical service disconnect and load center



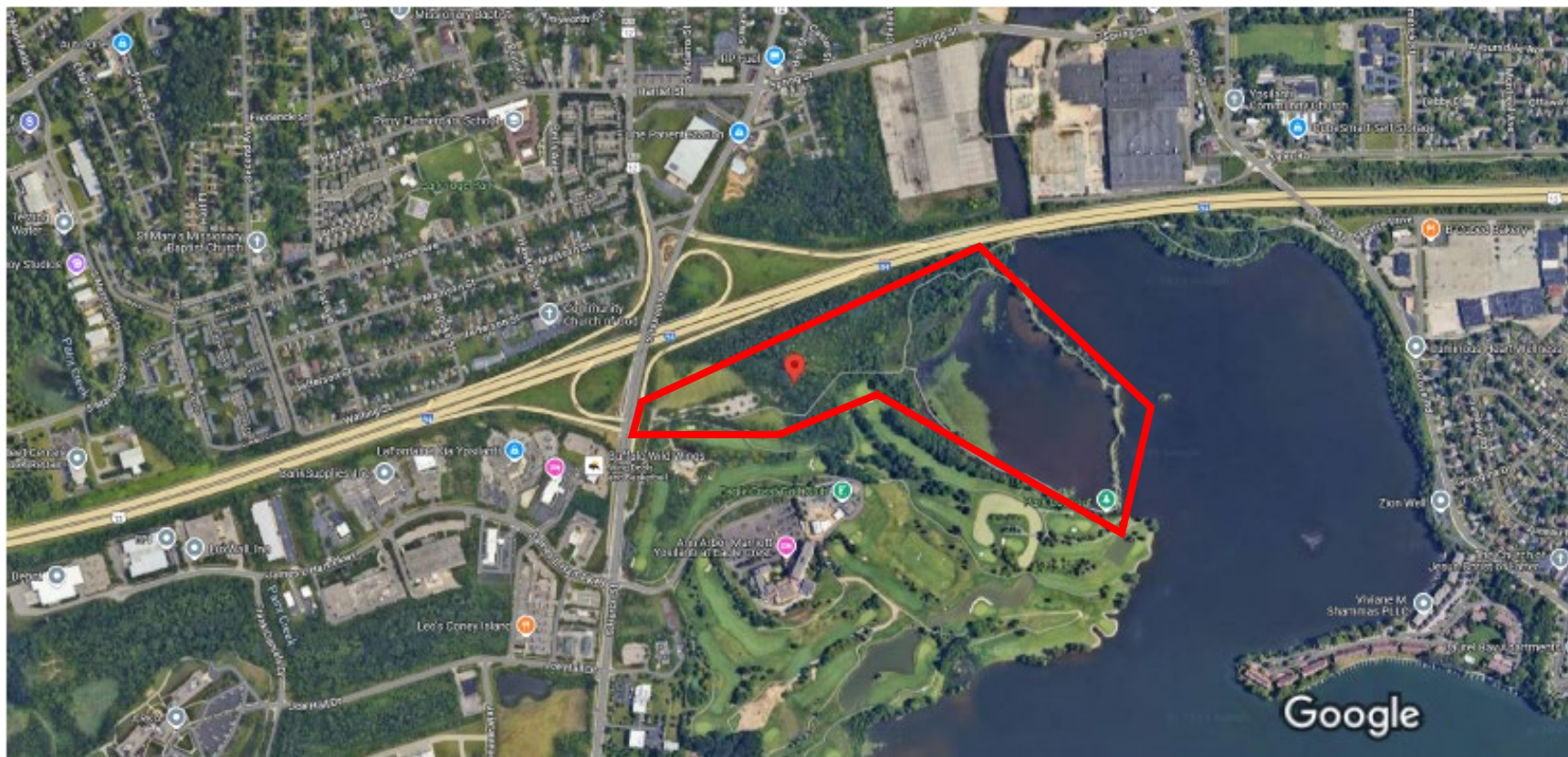
NORTH BAY PARK ACCESSIBILITY AND IMPROVEMENT STUDY

		
<p>Pavilion: Interior light fixture</p>	<p>Pavilion: Exterior receptacle</p>	<p>Pavilion: Electrical-Facia mounted exterior lighting (2)</p>
		
<p>Pavilion: Electrical-Facia mounted exterior lighting (2)</p>	<p>Pavilion: Electrical-Wall mounted exterior lighting</p>	<p>Pavilion: Threshold heights exceed acceptable limits for ADA requirements</p>



1151 S Huron St

North Bay Park



March 26, 2025

Clay Summers
Manager, Grants Management Section
Michigan Department of Natural Resources

Re: Support for North Bay Park Pavilion Restoration– Ypsilanti Township

Dear Mr. Summers,

This letter confirms support from SEMCOG, the Southeast Michigan Council of Governments, for the application from Ypsilanti Township to renovate the **North Bay Park Pavilion** with funding from the Michigan Natural Resources Trust Fund. This project aims to provide safe and equitable access by replacing the pavilion and bathroom in North Bay Park.

SEMCOG is a regional planning partnership that supports coordinated local planning among over 180 units of local government across seven counties in Southeast Michigan. SEMCOG engages regional stakeholders and analyzes park data to ensure that our recreation system meets the quality of life, health, and accessibility needs of residents and visitors, along with regional economic development goals and environmental priorities. This proposal from Ypsilanti Township will help achieve SEMCOG's vision for the region, and implement several priorities established through stakeholder-driven processes, including:

- [Promote healthy lifestyles and vibrant communities with expanded options for pedestrian and bicycle mobility, recreation, and tourism.](#)
- [Ensure equitable access to recreation opportunities for people of all backgrounds, ages, and abilities in Southeast Michigan.](#)
- [Connect all people to the places they live with infrastructure and services that support a high quality of life.](#)

Our region's recreation system continues to see increased demand for outdoor opportunities, and investing in this proposal will positively impact quality of life in both Ypsilanti Township and Southeast Michigan. We hope that this application will have the full support of the Michigan Natural Resources Trust Fund Board / DNR Grants team.

Sincerely,



Amy O'Leary
Executive Director



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: March 26, 2025

RE: Resolution 2025-11: Support of Washtenaw County Office of Community and Economic Development's Woodlawn Cemetery Restoration Plan

The Township was approached by Kat Slocum from the Washtenaw County Office of Community and Economic Development (OCED) who provided a Woodlawn Cemetery Restoration Plan, attached. The Woodlawn Cemetery is located at 7800 S Huron River Drive and has been abandoned since the 1960s.

There are over 150 individuals who are buried at this site, 57 of which can be directly linked to names. These include veterans and African Americans who were instrumental in the development and history of Ypsilanti Township. The Restoration Plan will remove overgrowth and invasive species and replace with low maintenance native plantings.

The Supervisor's Office and Community Resource Department are in support of this plan to restore dignity to this site. Municipal Services Director John Hines has agreed to send out parks and grounds crew to mow twice a year which can be our in kind donation.

Attached please find Resolution 2025-09.

Thank you for your consideration.

cc: John Hines, Municipal Services Director
Laurie Lutomski, Community Resource Coordinator

CHARTER TOWNSHIP OF YPSILANTI
Support of Washtenaw County Office of Community and Economic Development's
Woodlawn Cemetery Restoration Plan
Resolution No. 2025-09

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.

Woodlawn Cemetery Restoration Plan

Ypsilanti, MI



OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT

Collaborative solutions for a promising future

March 6th, 2025

1. Introduction

Woodlawn Cemetery in Ypsilanti Township is a historic African American Cemetery which has been abandoned since the late 1960s. Initial research indicates that Woodlawn Cemetery has served as the final resting place for over 150 African Americans whose lives were central to the development and history of Ypsilanti. Historic burial records, including grave locations, were lost in a fire sometime in the 1950s-1960s. Utilizing historic newspapers, death certificates, and other gray literature, approximately 57 individuals have been identified as Woodlawn Cemetery burials. Over the years, the cemetery has faced environmental degradation and the natural effects of time. This restoration plan outlines the necessary actions to preserve and protect the historic cemetery for future generations while maintaining its historical integrity.

2. Project Objectives

- **Restore the landscape and grounds** by removing overgrowth, planting low maintenance groundcover, and filling in collapsed burial locations.
 - **Locate and mark burial locations** through Ground Penetrating Radar (GPR) survey.
 - **Recover lost headstones and complete restoration** to facilitate understanding of individuals buried there and enhance our understanding of the historic site.
 - **Preserve and protect few visible gravestones** to ensure long term preservation.
 - **Enhance historical research and education** through interpretive signage and guided tours.
 - **Foster community involvement** throughout the restoration process.
 - **Ensure environmental sustainability** and manage the site's ecological needs.
-

3. Scope of Work

The restoration project will be carried out in multiple phases to ensure the careful preservation of all historical elements. At all phases of the project, community involvement and engagement are integral. The scope of work includes the following key components:

A. Landscape and Grounds Restoration

- **Tree and Plant Maintenance:** Identify and preserve any historically significant trees or plantings. Remove overgrowth and invasive species while ensuring healthy growth of surrounding greenery.
- **Groundcover planting:** plant low maintenance groundcover to facilitate low maintenance.
- **Drainage and Erosion Control:** Improve drainage systems to prevent water damage and erosion, which can threaten the stability of gravestones and monuments.

B. Complete Burial Survey

- **Assess:** Conduct a detailed inventory and condition assessment of all visible gravestones and markers.
- **Survey:** Use non-invasive GPR survey to locate burial locations, determine number of interred, and locate buried gravestones.
- **Define:** Mark the locations of burials to facilitate preservation, planning, and research.

C. Gravestone Restoration

- **Recover:** Complete recovery of subsurface gravestones, write condition assessment, and establish restoration plan.
- **Restore:** Utilize non-invasive cleaning to repair and clean existing gravestones and markers.
- **Replace:** 14 veteran burial markers utilizing VA replacement program.
- **Reinstall:** stabilize ground and reinstall markers at respective burial locations.

D. Historic Marker Installation

- **Research:** Complete archival research on interred individuals and draft text and design for historic marker or interpretive panel sign installation at the site.
- **Install:** Create stable foundation for sign installation and complete install.

4. Preservation Techniques (Guided by Michigan SHPO manual)

- **Non-invasive Cleaning:** Only use non-invasive survey (GPR and LiDAR) and gentle cleaning methods to protect the integrity of stone and metal surfaces. Employ gentle cleaning techniques (e.g., soft brushes, mild detergents, and water) for gravestones to remove dirt, lichen, and moss. Avoid abrasive methods that could damage the stone.
 - **Stone Consolidation:** For fragile gravestones and monuments, consolidate materials using approved techniques to prevent further degradation.
 - **Documenting Repairs:** Keep meticulous records of all restoration work, including before-and-after photographs, detailed descriptions of techniques used, and the types of materials employed.
 - **Repairs:** Address any structural issues such as cracked or leaning gravestones using appropriate conservation materials. Consider re-setting or re-aligning gravestones that have shifted over time.
 - **Replacement:** In cases where gravestones are irreparably damaged or missing work with nonprofits and organizations to create accurate replacements that match the historical design. For Veterans markers, contact the Veterans association for free replacements.
-

5. Budget and Funding

The budget for this project will be detailed, including estimates for labor, materials, equipment, and expert consultations. Funding sources may include:

- **Grants:** Seek funding from national and local historic preservation grants.
- **Private Donations:** Establish a donation fund for community members and descendants of those buried at the cemetery.
- **Partnerships:** Partner with local historical societies, schools, and community organizations to secure additional financial support.
- **Fundraising Events:** Organize events such as historical tours, auctions, or cemetery walks to raise funds.

6. Timeline with Financials

The restoration process will be divided into phases. In all phases community engagement is critical.

1. Phase 1: Landscaping and Grounds Clearing (Months 1-2)

Complete a comprehensive survey of the historic landscape utilizing aerial photographs available through WashCo GIS. Provide detailed overgrowth removal plans for landscaping contractors (utilizing no large earth movers or heavy equipment).

Funding: Seeking support through community partners (MSU Extension and Washtenaw County Conservation District). Direct Funding from Washtenaw County Historic District Commission is available up to \$5,000.

2. Phase 2: Survey and Documentation (Months 3-4)

Conduct comprehensive GPR and non-invasive survey of the cemetery to determine burial locations, numbers, and locations of subsurface gravestones. Develop a full inventory.

Funding: requested non-invasive geophysical survey from [Terracon](#). Awaiting reply.

3. Phase 3: Restoration of Gravestones (Months 5-8)

Begin repairs and restoration of gravestones and markers, focusing on the most fragile or damaged first.

Funding: Michigan State Historic Preservation Office Certified Local Government Grant to bring in a restoration specialist to complete onsite training to multiple community partners. Alternatively, direct funding is available from the Washtenaw County Historic District Commission up to \$5,000.

4. Phase 4: Landscaping and Grounds Restoration (Months 9-12)

Plant low maintenance ground cover. Repair pathways, manage vegetation, and install any necessary drainage or erosion control measures.

Funding: Seeking support through community partners (MSU Extension and Washtenaw County Conservation District). Direct Funding from Washtenaw County Historic District Commission is available up to \$5,000.

5. **Phase 5: Historic Marker/Interpretive Panel Installation (Months 13-16)**

Install historic markers and interpretive panels at the site utilizing research and reporting from partner institutions including but not limited to: Ypsilanti Historical Society, African American Cultural and Historical Museum of Washtenaw County, Washtenaw County Genealogical Society, Eastern Michigan University Historic Preservation Department and Justice InDeed.

Funding: Up to 10,000 direct funding available through the Washtenaw County Historic District Commission.

7. Sustainability and Maintenance

After the initial restoration work is completed, it will be important to maintain the cemetery to ensure its longevity:

- **Regular Inspections:** Conduct biannual inspections of gravestones, monuments, and the grounds to detect early signs of damage.
- **Ongoing Preservation:** Continue cleaning and maintaining gravestones, structures, and landscapes on a rotating basis.
- **Community Involvement:** Encourage local groups and volunteers to help with periodic maintenance tasks, ensuring the cemetery remains in good condition.

8. Conclusion

The restoration of Woodlawn Cemetery is an important endeavor to preserve the historical integrity of a valuable cultural landmark. By following a detailed and respectful approach to restoration, we can ensure that future generations will be able to visit and appreciate the cemetery's historical significance. Community involvement, funding, and thoughtful planning will play key roles in ensuring the success and sustainability of this project.

Plan Drafted by:

Kat Slocum

Historic Preservation Specialist

[Office of Community & Economic Development](#)

415 West Michigan Avenue

Ypsilanti, MI 48197

(734) 544-2954

slocumk@washtenaw.org



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: March 24, 2025

Subject: Request to approve Amendment One of the Municipal Solid Waste, Recycling and Yard Waste Contract with Waste Management for an extension of five years

The Residential Services Department is requesting authorization to approve Amendment One for the Municipal Solid Waste, Recycling and Yard Waste Agreement with Waste Management that will add an additional five years to the existing agreement.

The Township approved the existing agreement with Waste Management on September 15, 2020, and the final contract on November 17, 2020, after an extensive bidding process. The current contract with Waste Management is set to expire on September 30, 2025. The proposal being submitted has been discussed at length with WM and will extend the existing agreement, but address and amend a few key points that are listed below:

1. Instead of charging a variable price for Recycle Waste Disposal, WM will charge a fixed .96 per household fee for the entirety of the extension.
2. Bulk Pick Up for residents will no longer need to be reported beforehand to WM staff. Each resident will be able to put out 1 bulk item per week, with additional charges for more.
3. Update Resident and Township Charges for all cart services.

If approved, starting May 2025, the recycling disposal will be charged at the fixed rate instead of the variable rate. The cost per household will then be \$16.22, which is the current household price minus the variable rate that gets charged monthly. With the now fixed rate, the rate of \$16.22 will be held for the first year of the agreement until October 1, 2026, and then subsequently each year, the rate will increase for trash, recycling and yard waste by just under four percent (4%) to \$16.82, \$17.46, \$18.13 and \$18.82 respectively. Comparing proposed pricing to the forecasted projections prepared by the accounting department, the WM pricing saves the township around \$845,274.45 over the life of the extension. The updated pricing for residential extra carts and township commercial carts will commence on October 1, 2025.

Please reach out with any questions and thank you for your consideration.

MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE AGREEMENT

This Municipal Recycling and Waste Agreement (the "Agreement") is entered into on Nov. 18, 2020 (the "Effective Date"), by and between the Charter Township of Ypsilanti, a municipal corporation created under the laws of the State of Michigan ("Township"), and Waste Management of Michigan, Inc. ("WM"), a Michigan corporation.

Recitals

- A. The Township desires to provide its citizens with environmentally sound solid waste collection and disposal, bulky waste, recyclable materials collection and yard waste collection;
- B. WM and its affiliates have extensive experience in providing solid waste, yard waste and recyclable materials collection, disposal and processing; and
- C. The Township has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residential solid waste, recyclable materials and yard waste according to the terms and conditions contained herein.

Agreements

I. DEFINITIONS

- a. Acceptable Waste – shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained in 64 or 96-gallon WM provided Carts placed at the curbside on the proper weekly collection day. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WM upon collection in WM vehicles.
- b. Excluded Waste – shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint (that hasn't been properly solidified before collection); motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 96-gallon Cart; or any waste or material that is prohibited from being received, managed or disposed of at the disposal facility. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- c. Recyclables or Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles. WM will transport Recyclable Materials to designated Materials Processing Facility and the Township may direct WM to change the location of the Materials Processing Facility with compensation for travel and other additional costs incurred as a result of a change of facilities.
- d. Yard Waste Materials – shall mean grass clippings, leaves, shrubs without root balls, garden material, and weeds. This material must be placed at the curb in biodegradable Kraft paper bags or 32-gallon cans. All containers must have a Yard Waste sticker affixed to it. Bags must not weigh more than 50 lbs. Twigs and branches can be bundled in three to four-foot-long by eighteen-inch diameters bundles, tied with string and placed at the curb for pickup. Branches must be less than two inches in diameter.
- e. Bulk Items/White Goods – are defined in Exhibit C.
- f. Residential Unit – shall mean a dwelling within the corporate limits of the Township. Apartment or condominium buildings with three (3) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.

II. TERM

The initial term of this Agreement shall be for five (5) years commencing on October 1, 2020 and ending on September 30, 2025. This Agreement may be extended by mutual agreement of the rates, terms and conditions set forth in writing and signed by both parties. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

III. SERVICES

- a. WM shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste, Recyclable Materials and Yard Waste collection to all Residential Units of the Township, which currently consists of approximately 15,116 Residential Units (the "Service"). As part of the Service, WM shall:
 - i. Cart Supply. Each Residential Unit shall be provided a 96-gallon Cart for Acceptable Waste. Residents may request to swap to a 64-gallon Cart from WM if WM has that size cart in their inventory. If a Residential Unit requests to swap a Cart for a different size at any time during the Agreement, they will be directly charged a \$25.00 Cart exchange fee. New Residential Units will be provided a 96-gallon Cart for Acceptable Waste as Units are added to the Township. The Carts and equipment WM furnished to Residents and the Township shall remain WM's property.
 - ii. Additional Carts. Residents may rent an additional 64 or 96-gallon Cart from WM for \$6.40 a month, which includes service of the additional cart, and will be subject to annual increase. Residents may rent a 96-gallon Cart from WM for Recyclables for \$4.00 a month, which includes service of the cart, and will be subject to annual increase. Residents will be billed separately for the additional cart rental and service.
 - iii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste and one (1) Bulk Item/White Good shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by WM and Township. Collections shall occur during ordinary hours but in no instance earlier than 6:00 a.m. All Acceptable Waste must be placed at the curb for collection no later than 6:00 A.M. on scheduled day of collection. WM reserves the right to change the service day with ninety (90) days advance written notice to the Township and Residents.

- iv. Recyclable Materials Collection Frequency, Days and Times. WM shall provide recycling collection services to Residential Units on an every other week basis, subject to the terms and conditions in Exhibit A. WM reserves the right to change the service day with advance written notice to the Township and Residents. The Township and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the Township provided 18-gallon bins. WM reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material. At any time after the first year of the Agreement, the Township may opt out of the Recyclable Materials collection by providing WM with at least ninety (90) days written notice of the Township's intent to opt out. If the Township opts out, WM shall offer a subscription based collection of Recyclable Materials, but only if at least fifty percent (50%) of residents subscribe for the service, WM may change, postpone or cancel the subscription recycle program if the participation rate falls below 50% at any time. The Township must provide WM with a resident address list so WM can notify all residents of the subscription service at the time that they opt out.
- v. Yard Waste Collection Frequency, Days and Times. WM shall provide Yard Waste collection services to Residential Units on a weekly basis beginning the first full week of April of each year and concluding on November 30 of each year. All Yard Waste must be placed at the curb for collection no later than 6:00 a.m. on scheduled day for collection. Residential Units must place Yard Waste out on collection day in biodegradable bags or 32-gallon cans. All containers must have a Yard Waste sticker affixed. Yard Waste stickers shall be provided to the Township by WM. Residential Units can obtain the stickers at no charge from the Township Hall or the Community Center. WM must deliver yard waste to the Ypsilanti Township compost facility at 2600 E. Clark Road, Ypsilanti, MI 48198. The Ypsilanti Township compost facility shall accept such Yard Waste at no charge.
- vi. Back Door Service. WM understands that some of the Residential Units to be serviced under this Agreement are elderly residents and/or disabled residents who have difficulty hauling their Cart and bin to the curbside, as provided herein. WM agrees to collect Acceptable Waste, Recyclable Materials and Yard Waste from an area directly adjacent to the Residential Units dwelling, if mutually decided by the Township and WM that the resident is handicapped or physically unable to place their Cart and bin curbside. Residential Units must contact the Township to request this service and Township will notify WM.
- vii. Christmas Tree Collection. Residents may set Christmas trees to be collected on the designated collection day during the last week of December through March of each year. Christmas trees must be under 6 feet in length (or cut into 2 pieces, each under 6 feet in length, if tree is greater than 6 feet tall).
- viii. Exclusions from the Service – Notwithstanding anything to the contrary herein, the Service shall not include construction or demolition waste collection, or Services to commercial establishments are not covered by this Agreement.
- ix. Disposal. WM shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste
- x. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday, which includes Saturdays of a holiday week.
- xi. Cart Replacement. WM shall replace at no charge to the Township or the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of WM, the occupant of the Residential Unit shall be responsible to compensate WM the fair market value for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
- b. Bulk Items/White Goods. WM shall pick up one (1) Bulk Item/White Good per week per Residential Unit at no additional cost on the regularly scheduled collection day upon forty-eight (48) hours advance notice called into WM at (866-797-9018) and/or emailed to (customerservice.MIOHIN@wm.com) by Residential Units. Residential Units will be responsible to contact WM and make arrangements for collection of additional Bulk Items/White Goods on an individual basis and pay in advance for the service.
- c. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances
- d. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner
- e. Complaints and Missed Pick-Ups. All complaints as to WM's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) weekday, conditions permitting
- f. Anti-Discrimination. In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- g. Exclusive. The Township grants the exclusive right to perform the Services set forth in this Agreement. The Township agrees that it will not allow anyone other than WM to lease carts to residents or engage in the collection of residential waste within the Township

IV. TOWNSHIP FACILITIES

WM shall provide services to the Township Facilities as listed on the pricing schedule, Exhibit B.

V. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 15,116 Residential Units. The Township shall update WM of any changes, if applicable, to the house count by the 15th of each month

VI. FEES AND PAYMENTS

a. **Service Fee per Residential Unit.** The fees to be paid by the Township to WM are listed on the pricing schedule, Exhibit B. The monthly fee paid to WM by the Township shall be calculated based upon the current house count at the time each invoice is generated, times the fee per Residential Unit [e.g., Current House County Fee = Monthly Invoice Amount].

b. **Annual Increase.** Annually, Township Facilities rates listed on Exhibit B shall be adjusted on the anniversary of the Effective Date of this Agreement by four percent (4%).

c. **Invoices and Payment.** WM will submit monthly invoices to the Township and the Township shall have thirty (30) days from the invoice date to remit payment in full. Payment by Township shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.

d. **Credit.** The Township has already provided approximately 1,134 96-gallon carts to the West Willow neighborhood for Acceptable Waste. WM will credit the Township \$40.00 per cart for a total credit of \$45,360.00. WM will apply a \$15,120.00 credit on each of the first three (3) monthly invoices to the Township. The Carts the Township furnished to the West Willow neighborhood shall become the property of WM. WM shall be responsible for all maintenance and replacement of these carts.

e. **Changes in Law and Conditions.** Notwithstanding anything to the contrary in this Agreement, WM may unilaterally, upon providing the Township thirty (30) days advanced written notice, modify the rates to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, disposal or processing costs or volume, third party transportation costs, imposition of taxes, fees or surcharges, and municipal franchise fee increases.

VII. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VIII. FORCE MAJEURE

WM's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, WM shall notify the Township immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased. The Township is not obligated to pay for services that WM does not provide due to a force majeure event.

IX. INDEMNIFICATION

a. To the fullest extent permitted by law, the Township agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the Township's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the Township, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the Township.

b. WM agrees to indemnify, defend, and hold the Township harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

X. INSURANCE

WM shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	Type	Amount
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The Township, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, WM shall deliver to Township a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

XI. PERFORMANCE BOND AND MATERIAL & LABOR BOND

WM shall provide the Township with a performance bond in the amount of Five Hundred Thousand Dollars (\$500,000.00) annually during the term of this Agreement. WM shall also provide the Township with a Materials & Labor Bond in the amount of Five Hundred Thousand Dollars (\$500,000.00) annually during the term of this Agreement.

XII. MISCELLANEOUS PROVISIONS

- a. Independent Contractor. WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the Township for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the Township any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM shall perform its obligations under the Agreement.
- b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.
- c. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.
- d. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- e. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.
- f. Choice of Law. This Agreement shall be governed by the laws of the state where the services are being performed, without regard to choice of law rules.
- g. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. An assignment shall not relieve the assignee of any obligations under this Agreement.
- h. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Solid Waste, Recycling and Yard Waste Agreement as of the Effective Date indicated above.

Waste Management of Michigan, Inc.

Signature:

Printed

Name:

Title:

Denise J. Gratz

Denise J. Gratz

Area Vice President

12/2/20

Charter Township of Ypsilanti

Signature:

Printed

Name:

Title:

Brenda L. Stumbo
11-19-2020

Brenda L. Stumbo
Supervisor

Karen Laigog Roe
Clerk

Nov. 18, 2021

Exhibit A
SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Magazines, glossy inserts and pamphlets	Plastic containers with symbols #3-#7 – empty (no expanded polystyrene), empty
Glass food and beverage containers – brown, clear, or green – empty	Aseptic containers
Cartons	

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS AND ADDITIONAL TERMS AND CONDITIONS

1. Delivery Specifications.

a. Material delivered by or on behalf of Township or its residents may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

b. WM may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Township shall pay WM for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for WM's operating or profit margin. Without limiting the foregoing, and Township shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as concrete, tires, electronics, pallets, propane tanks, etc.

c. WM reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

II. Specifications/Contamination/Changing Market Conditions.

a. Single Stream Materials Containers may not contain [more than 0%] Non-Recyclables or any Excluded Materials. For purposes of this Agreement, a Container is "Contaminated" when, based on visual inspection, it has more than 0% Non-Recyclables (volume or weight) or any amount of Excluded Materials.

b. WM is not obligated to collect Single Stream Materials Containers which are Contaminated.

c. If WM elects to not collect a Contaminated Container, it shall notify the Customer by Container tag, mail, email, text or telephone call. Company has the right to change communication channels as technology advances.

d. If WM elects to collect a Contaminated Container, it may charge the Township a Contamination Fee. The Contamination Fee will be adjusted each year pursuant to Annual CPI Adjustment.

e. WM may dispose of the contents of a Contaminated Container it elects to collect. If there have been more than three instances of a Contaminated Container in any 12-month period, and WM has record of this, WM may (i) discontinue such service and remove the Container, (ii) deliver additional or larger Refuse Container(s) or increase the frequency of collection, and (iii) charge the Township the Rate for the additional or larger Refuse Container(s) or increased service frequency. After one year, if service has been discontinued, the Township may petition WM to reinstate such service, in which case they must pay the Container redelivery fee.

f. WM reserves the right upon notice to discontinue acceptance of any category of Recyclable Materials set forth herein as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled as contamination.

g. WM may reject in whole or in part, or may process, in its sole discretion, Single Stream Materials not meeting the specifications, including wet materials, and Township shall pay WM for all costs, losses and expenses incurred with respect to such non-conforming Single Stream Materials, including costs for handling, processing, transporting and/or disposing of such non-conforming materials. Without limiting the foregoing, and Township shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, propane tanks, et.

h. WM may perform an audit of Single Stream Materials collected under this Agreement.

Exhibit B

PRICING SCHEDULE

MONTHLY CHARGES FOR GARBAGE, RECYCLING AND YARD WASTE SERVICES PER RESIDENTIAL UNIT

	<u>Garbage</u>	<u>Recycle</u>	<u>Yard Waste</u>	<u>Total per month per Residential Unit</u>
October 1, 2020 – September 30, 2021	\$8.00	\$2.85	\$2.20	\$13.05
October 1, 2021 – September 30, 2022	\$8.32	\$2.96	\$2.29	\$13.57
October 1, 2022 – September 30, 2023	\$8.65	\$3.08	\$2.37	\$14.10
October 1, 2023 – September 30, 2024	\$9.00	\$3.20	\$2.47	\$14.67
October 1, 2024 - September 30, 2025	\$9.36	\$3.33	\$2.57	\$15.26

RECYCLABLE PROCESSING CHARGES

WM shall pass through on its invoices and the Township will pay 100% of the costs related to the processing of Recyclable Materials at the Material Recovery Facility (MRF) that receives the Recyclable Materials collected within the Township. The MRF is located at 36543 S. Huron Road, New Boston, Michigan.

TOWNSHIP FACILITIES

Civic Center – one 6-yard emptied weekly – Trash	\$22.44 per month
Civic Center Recycle – one 6-yard emptied weekly – Recycle	\$26.34 per month
Township Maintenance Yard – one 4-yard emptied weekly – Trash	\$18.85 per month
Harris Ball Field – one 6-yard emptied weekly – Trash	\$21.10 per month
Green Oaks Golf Course – one 4-yard emptied weekly- Trash	\$41.72 per month
Police Department S. Huron – one 6-yard emptied weekly – Trash	\$22.87 per month
Police Department Holmes Road – one 4-yard emptied every other week	\$10.20 per month
Community Center – one 8-yard emptied two times per week - Trash	\$55.43 per month

Compost Center – 40-yard roll off	\$250.00 per pull plus \$23.00 per ton
Recycle Center – 30-yard roll off	\$280.00 per pull. Township pays disposal WM shall invoice Township separately for recycle processing fee
Ford Lake Park – 30-yard roll off	\$240.00 per pull plus disposal of \$34.00 per ton WM shall invoice Township separately for disposal fees and Township shall pay WM.

Exhibit C



ACCEPTABLE AND UNACCEPTABLE BULK AND GENERAL ITEMS

STANDARD ACCEPTABLE BULK ITEMS

White Goods – washer, dryer, hot water tank, dishwasher, stove, refrigerators (Remove Doors), air conditioners and any Freon containing unit must have Freon Removed By Technician and Tagged for collection, humidifiers, dehumidifiers (NO COMMERCIAL SIZED APPLIANCES)
Furniture – Table with matching chairs (4-6), sofa, love seat, dresser armoire/curio broken down, Box Spring/ Mattress (Mattress and Box Spring Are Considered One Bulk Item), headboard footboard and frame, buffet cabinet
Mattresses and upholstered items must be wrapped in plastic with duct tape to ensure safety of workers due to bed bugs
Bicycles
Cardboard (flattened 4ft x 4ft bundled not exceeding 40 lbs.)
Carpet and Padding (must be dry, rolled and tied in 4 ft sections no heavier than 40 lbs. 6 bundles equal to one bulk item)
Grill – propane tank removed
Lawn Mower – must be drained of oil and gas, weed wacker, edger. No riding mowers,
Latex Paint – Paint must be solidified before collection, use kitty litter or sand to solidify. Place at the curb without the lid on the can;
Storm doors and windows – glass must be broken out of frame and placed in a hard container or small box, taped and marked “BROKEN GLASS”
Swing Sets – Broken down- Poles cut in sections less than 6 feet in length
Toilet
Vacuum cleaners
Wood – Small Bundle less than 4 foot, no nails or nails flattened

UNACCEPTABLE BULK ITEMS

Antifreeze
Batteries
Blocks
Boats
Bricks
Building and Lumber Debris
Burning Barrels
Cement
Computer Monitors
Concrete
Dirt
Gasoline
Gravel
Hazardous Waste Material
Hot Ashes

**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)						
	Year 1	Year 2	Year 3	Year 4	Year 5	Frequency
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)						
	Year 1	Year 2	Year 3	Year 4	Year 5	Frequency
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
services listed above are available upon request and will be billed direct to the resident						

Bulk Item Fee Schedule (Per Unit)						
	Year 1	Year 2	Year 3	Year 4	Year 5	Frequency
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
additional items are subject to scheduling and pre-payment by resident						

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
\$75.00 per each additional day of service							

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
MSW roll-offs subject to haul rate plus disposal rate per ton							

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: _____



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: March 25, 2025

RE: **Request to approve the contracts with Destination Ann Arbor for Rowfest 2025 and the Ford Lake Regatta to be held on Ford Lake.**

The Residential Services Department is requesting approval of the contracts submitted by Destination Ann Arbor in collaboration with Eastern Michigan University and US Rowing for the Ford Lake Cup Regatta Event and Rowfest events in 2025. These events would be contingent on final attorney review and approval.

At the August 28, 2024 Special Meeting, the board approved the Park Commission recommendation to approve the applications submitted by DAA to host the Ford Lake Cup Regatta and Rowfest. Both applications were approved for the contract to be brought forward at a later date.

The Ford Lake Regatta will be held on April 26, 2025 and bring up to 10 Collegiate teams, with approximately 320-390 student athletes. Rowfest will be held July 11-20, 2025 and would bring approximately 2,500 rowers from across the country. They expect 1,250 athletes to be competing daily. The expected economic impact would be \$7,009,396.

Since the board approved the applications in August of 2024, township staff have been working consistently with DAA, US Rowing and EMU to discuss the logistics of utilizing the park and preserving access to residents. This has included multiple walk throughs of the site, building the site plan and creating a plan of action if approved. If the board approves the contracts, EMU will provide signage to be posted at all township lake front parks for buoy education, and DAA will set up community engagement sessions with the township for residents to ask questions about the events.

Destination Ann Arbor understands the importance of Ford Lake to the community and will work with the Township to keep open access to the lake during these events.

John Hines
Municipal Services Director
jhines@ypsitownship.org

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:

By: _____

Name: _____

Title: _____

Date: _____

For the TWP:

By: _____

Name: _____

Title: _____

Date: _____

For the TWP:

By: _____

Name: _____

Title: _____

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.

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:

By: _____

Name: _____

Title: _____

Date: _____

For the TWP:

By: _____

Name: _____

Title: _____

Date: _____

For the TWP:

By: _____

Name: _____

Title: _____

Date: _____

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



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE CLERK —

Trustees
Ryan Hunter
John Newman II
Gloria Peterson
Debbie Swanson

MEMORANDUM

To: John Hines, Municipal Services Director

From: Heather Jarrell Roe, Clerk *HJR*

Date: August 29, 2024

Subject: ***Request to accept the recommendation from the Park Commission and approve the 2025 applications from Destination Ann Arbor with Eastern Michigan University for Rowfest and Ford Lake Regatta to be held on Ford Lake***

At the Special board meeting held on August 28, 2024, the Charter Township of Ypsilanti Board of Trustees approved the 2025 application from Destination Ann Arbor with Eastern Michigan University for Rowfest and Ford Lake Regatta to be held on Ford Lake.

Should you have any questions, please contact my office.

ajr

cc: Robin Castle-Hines, Community Events Manager
Javonna Neel, Accounting Director
Files

AUTHORIZATIONS AND BIDS



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: March 26, 2025

RE: **Request authorization to Accept the bid for \$364,000 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 Residential Services Department is requesting authorization to accept Spicer Group's recommendation of the bid and authorize the signing of the agreement with The Diamond Firm for \$364,000 for the paving of the walkway and playground replacement at Appleridge Park which is budgeted in 213-901-974.008 and funded through a Washtenaw County Development Block Grant. This award would be contingent upon the contractor's compliance with all applicable CDBG requirements and approvals.

At the February 21, 2023 Board of Trustees Meeting, the board approved the Township to submit an application to the Washtenaw County Office of Community and Economic Development for the 2023 Community Development Block Grant Funds. The application for 2023 focused on applying the funds from 2021, 2022 and 2023 for the park improvements at Appleridge Park. The Improvements focused on improvements on the walkway around the park and replacing the playground equipment, base and nearby sitework.

At the May 21, 2024 board of trustee's meeting, the board approved the request for proposal to be posted on MITN when prepared. Due to the required environmental review and steps required by the grant, Spicer and the township chose to post the RFP in January 2025. The bids were posted on January 17, 2025 and opened February 27, 2025. The township received a total of seven bids. The Diamond Firm was the third lowest bidder in price, but the lowest qualified bidder. They are being selected after an extensive reference check on their company and the subcontractors listed in their bid. The lowest cost bid was from Best Asphalt and the bid was rescinded due to an incomplete submission, and the second lowest bid was from Premier Group Associates which raised concerns on qualifications from past experience on similar projects.

Full Bid Tab is below:

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



YPSILANTI TOWNSHIP

— RESIDENTIAL SERVICES DEPARTMENT —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

Appleridge Park

Best Asphalt, Inc:	\$192,936.40 (Withdrawn)
Premier Group Associates:	\$323,650.97
The Diamond Firm, Inc:	\$364,000.00
KAB Enterprises:	\$380,559.71
Decima, LLC:	\$387,949.46
Major Contracting Group:	\$464,200.00
DMC Consultants:	\$628,325.17

John Hines
Municipal Services Director
jhines@ypsitownship.org

Item	Item Description	UoM	Quantity	Best Asphalt, Inc.		PGA		The Diamond Firm, Inc.		KAB		Decima, LLC		Major Contracting Group		DMC Consultants, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LSUM	1	\$2,000.00	\$2,000.00	\$36,000.00	\$36,000.00	\$23,532.45	\$23,532.45	\$92,415.00	\$92,415.00	\$10,880.44	\$10,880.44	\$20,000.00	\$20,000.00	\$26,580.06	\$26,580.06
2	Demolition/Site Preparation	LSUM	1	\$3,783.50	\$3,783.50	\$19,757.22	\$19,757.22	\$18,469.86	\$18,469.86	\$15,900.00	\$15,900.00	\$19,891.00	\$19,891.00	\$6,000.00	\$6,000.00	\$58,315.77	\$58,315.77
3	Excavation and Rough Grading	LSUM	1	\$24,149.00	\$24,149.00	\$10,097.36	\$10,097.36	\$2,119.69	\$2,119.69	\$26,000.00	\$26,000.00	\$14,875.00	\$14,875.00	\$42,000.00	\$42,000.00	\$61,758.45	\$61,758.45
4	Soil Erosion and Sedimentation Control	LSUM	1	\$2,240.70	\$2,240.70	\$1,719.25	\$1,719.25	\$2,750.00	\$2,750.00	\$5,805.00	\$5,805.00	\$1,785.00	\$1,785.00	\$8,000.00	\$8,000.00	\$32,175.00	\$32,175.00
5	Play Structures	LSUM	1	\$33,440.00	\$33,440.00	\$118,302.00	\$118,302.00	\$161,342.60	\$161,342.60	\$110,784.04	\$110,784.04	\$142,622.00	\$142,622.00	\$180,000.00	\$180,000.00	\$195,975.00	\$195,975.00
6	Swing Set	LSUM	1	\$4,290.00	\$4,290.00	\$10,632.00	\$10,632.00	\$5,035.00	\$5,035.00	\$7,000.00	\$7,000.00	\$15,769.00	\$15,769.00	\$6,000.00	\$6,000.00	\$27,495.00	\$27,495.00
7	6" Reinforced Concrete Edging (approx. 150 Ln.Ft.)	LSUM	1	\$7,425.00	\$7,425.00	\$6,750.00	\$6,750.00	\$7,500.00	\$7,500.00	\$6,750.00	\$6,750.00	\$5,355.00	\$5,355.00	\$7,000.00	\$7,000.00	\$9,652.50	\$9,652.50
8	Safety Surface, EWF, Compacted w/ Geotextile Fabric, 12" depth (approx. 4550 Sq. Ft.)	LSUM	1	\$12,980.00	\$12,980.00	\$8,500.00	\$8,500.00	\$12,531.25	\$12,531.25	\$11,405.00	\$11,405.00	\$12,645.50	\$12,645.50	\$8,000.00	\$8,000.00	\$14,040.00	\$14,040.00
9	Playground Subsurface Drainage, 4" Perforated Pipe w/ Sock in Pea Stone (approx. 200 Ln. Ft.)	LSUM	1	\$5,060.00	\$5,060.00	\$7,000.00	\$7,000.00	\$8,986.20	\$8,986.20	\$5,424.01	\$5,424.01	\$8,330.00	\$8,330.00	\$15,000.00	\$15,000.00	\$7,818.53	\$7,818.53
10	Concrete Pad, Non-Reinforced, 4" depth (approx. 420 Sq. Ft.)	LSUM	1	\$2,772.00	\$2,772.00	\$2,940.00	\$2,940.00	\$3,589.79	\$3,589.79	\$5,460.00	\$5,460.00	\$9,996.00	\$9,996.00	\$8,000.00	\$8,000.00	\$8,845.20	\$8,845.20
11	Sand Subbase, Class II, 4" depth (approx. 56 Sq. Yd.)	LSUM	1	\$830.00	\$830.00	\$1,100.00	\$1,100.00	\$1,595.98	\$1,595.98	\$1,512.00	\$1,512.00	\$4,331.60	\$4,331.60	\$1,000.00	\$1,000.00	\$4,567.91	\$4,567.91
12	8' wide, HMA Path, 2" depth (approx. 2500 Ln. Ft.)	LSUM	1	\$43,882.30	\$43,882.30	\$54,250.00	\$54,250.00	\$84,000.00	\$84,000.00	\$39,940.00	\$39,940.00	\$59,500.00	\$59,500.00	\$60,000.00	\$60,000.00	\$67,860.00	\$67,860.00
13	Limestone Base, 22A, C.I.P., 2" depth (approx. 2960 Sq. Yd.)	LSUM	1	\$16,873.00	\$16,873.00	\$17,874.00	\$17,874.00	\$7,770.00	\$7,770.00	\$22,897.00	\$22,897.00	\$42,269.00	\$42,269.00	\$28,000.00	\$28,000.00	\$48,852.36	\$48,852.36
14	Limestone Base, 22A, C.I.P., 6" depth (approx. 554 Sq. Yd.)	LSUM	1	\$501.40	\$501.40	\$5,047.00	\$5,047.00	\$5,003.77	\$5,003.77	\$9,716.00	\$9,716.00	\$14,504.00	\$14,504.00	\$28,000.00	\$28,000.00	\$29,094.39	\$29,094.39
15	Park Bench w/ 1 Armrest & Backrest, Surface Mount, 6'	EA	2	\$429.00	\$858.00	\$1,523.07	\$3,046.14	\$1,477.50	\$2,955.00	\$2,189.31	\$4,378.62	\$2,439.16	\$4,878.33	\$2,300.00	\$4,600.00	\$4,095.00	\$8,190.00
16	ADA Picnic Tables	EA	1	\$715.00	\$715.00	\$2,860.00	\$2,860.00	\$4,512.00	\$4,512.00	\$2,356.71	\$2,356.71	\$3,617.00	\$3,617.00	\$4,600.00	\$4,600.00	\$4,680.00	\$4,680.00
17	Trash Receptacle w/ Rain Bonnet, Direct Bury	EA	1	\$357.50	\$357.50	\$1,627.00	\$1,627.00	\$2,613.41	\$2,631.41	\$1,516.33	\$1,516.33	\$2,797.59	\$2,797.59	\$2,200.00	\$2,200.00	\$2,925.00	\$2,925.00
18	Site Restoration/Cleanup	LSUM	1	\$22,979.00	\$22,979.00	\$8,349.00	\$8,349.00	\$1,875.00	\$1,875.00	\$3,500.00	\$3,500.00	\$6,103.00	\$6,103.00	\$28,000.00	\$28,000.00	\$11,700.00	\$11,700.00
Allowance																	
19	Construction Staking & Material Testing	LSUM	1	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00
Bid Total:				\$192,936.40		\$323,650.97		\$364,000.00		\$380,559.71		\$387,949.46		\$464,200.00		\$628,325.17	

March 25, 2025

John Hines, CPRP, Municipal Services Director
Charter Township of Ypsilanti
7200 Huron River Drive
Ypsilanti, MI 48197

RE: Appleridge Park Improvements
Ypsilanti Charter Township,
Washtenaw County, Michigan

Dear John:

The Appleridge Park Improvements Project was put out to bid from January 17 to February 27, and a bid opening was conducted on February 27, 2025, resulting in seven bids for the project. The lowest bid was submitted by Best Asphalt Inc. at \$192,936.40; however, they have formally withdrawn their bid due to an incomplete submission. The second-lowest bid, submitted by PGA in the amount of \$323,650.97, was reviewed but has been rejected by the Township. The Township has determined that PGA is not a responsible bidder based on past project experience and has chosen not to proceed with them for this contract.

As a result, the next lowest responsible bidder is The Diamond Firm, Inc., with a bid amount of three hundred sixty-four thousand dollars (\$364,000.00). The Diamond Firm, Inc. has met all required qualifications and has successfully completed similar projects. We recommend awarding the project to The Diamond Firm, Inc. with both the lump sum and unit prices bid.

Enclosed with this letter is a copy of the bid tabulation for reference. We will prepare the contract documents and obtain the necessary insurance and bonding documentation from the contractor upon the Township's approval of the contract and issuance of the Notice of Award. **The award should be made contingent upon compliance with all applicable CDBG requirements and approvals.**

If you have any questions or comments, please contact me at (410) 490-0413.

Sincerely,



Cynthia A. Todd, PLA
Director of Planning/Project Manager

SPICER GROUP, INC
230 S. Washington Avenue
Saginaw, MI 48607
Phone: 989-921-8940 ext. 6311
Email: cynthia.todd@spicergroup.com

Enclosure: Bidtab

OTHER BUSINESS

PUBLIC COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT
