

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 15, 2025

Regular Meeting – 6:00 p.m.

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

DEPARTMENTAL REPORTS

CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT

222 South Ford Boulevard, Ypsilanti, MI 48198
Phone 734-544-4225 Fax 734-544-4195



MONTHLY REPORT FOR MARCH 2025

Fire Department staffing levels are as follows:

1 Fire Chief	1 Fire Marshall	3 Shift Captains
21 Fire Fighters	3 Shift Lieutenants	1 Clerk III/Staff Support

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to **440** requests for assistance. Of those requests, **265** were medical emergency service calls, with the remaining **175** incidents classified as non-medical and/or fire related.

Department activities for the month of March 2025:

1) Smoke Alarms

The YTFD have recently joined with the State of Michigan Bureau of Fire Services to give out and install smoke alarms and carbon monoxide detectors in our resident's home. If interested, please contact the station at 222. S Ford Blvd to fill out an application and set up an installation. 734-544-4225

2) Fire fighters received training in the following areas:

- a) Blue Card
- b) TRT Training
- c) Hazmat Training
- d) Mayday & Firefighter Survival Training
- e) Rit Evolution Training
- f) Dam Training
- g) Throught the Lock Training

3) Pub Education

The Fire Marshal had these activities / events for the month of March 2025:

1. Fire Investigations: 4
2. Fire Investigations interview: 3
3. Fire Investigations follow up: 2
4. Food Truck Development Program: 4
5. Food Truck Inspections: 7
6. Flow Test:
7. Building Inspections: 6
8. Building Re-inspections: 1
9. Memo/Letter writing: Weekly
10. Fire Lane Enforcement:
11. Liquor Inspections: 9
12. Junk Yard Inspections:
13. Business Tour:
14. Plan Reviews: 9
15. Site Plan Reviews: 2
16. Hood/ Fire Suppression Inspections: 1
17. Occupancy Load Certificate: 1
18. Pre-Application Meeting:
19. Meetings: 6
20. Fire Alarm Test/Inspections: 3
21. Burn Permits: 2
22. Chief Meetings I attended: 1
23. Zoom Meeting:
24. Burn Complaints:
25. Knox Box:
26. Fire Drills: 1
27. Training: 3
28. Business/Community Engagement: 6
29. Citizen Engagement: 3
30. New Construction Site Visit:
31. Addressing: 1
32. Code Research: Weekly
33. Attended MFIS Winter Conference in Mt. Pleasant

The Fire Chief attended these meetings / events for the month of March 2025:

1. Fuel Reports
2. Multiple structure fire responses during office hours and after hours
3. Meeting with Township Supervisor
4. Blue Card Instruction
5. Attending Township Board meetings
6. Attended fallen Dearborn Fire fighter Funeral visitation
7. YTFD officers meeting
8. Attended Washtenaw County Fire Chiefs Meeting Monthly
9. Working with Emergent Dispatch on better responses times with HVA
10. Meeting with new Undersheriff for fire scene safety
11. UASI meeting federal funding-Rep for SEMFC
12. HVA round table chiefs meeting
13. Help facilitate Food truck inspections
14. Interviews with New Firefighters
15. Attended MFIS Winter Conference-points needed for recertification
16. Interview Ben (Washtenaw County Emergency Manager) for paper Advanced Academy
17. Working with Township officials, Appleton closeout paperwork
18. Facilitate Broken water discharge pipe repair at station one, North parking lot
19. Complete paperwork and received approval for new fire marshal staff vehicle -ordered

The fire department stands ready to serve the community and the citizens at large of Ypsilanti Township. Thank you for allowing us to serve.

There were 0 injuries, and 0 deaths reported this month for civilians.
There were 0 injuries, and 0 deaths reported this month for Fire Fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$186,540.00**.
All occurred at the following locations:

DATE OF LOSS	ADDRESS		ESTIMATED VALUE	
03/02/2025	1515 Ridge	\$	0.00	(Building fire)
03/06/2025	1269 E Michigan Ave	\$	500.00	(Building Fire/other)
03/09/2025	1148 Fall River	\$	0.00	(Fire, other)
03/11/2025	57 Harvey	\$	1,000.00	(Cooking Fire)
03/12/2025	401 W Michigan Ave	\$	0.00	(Mutual Aid/City)
03/15/2025	254 S Wallace	\$	100,000.00	(Building Fire)
03/16/2025	48930 Denton Road	\$	0.00	(Mutual Aid/Van Buren)
03/19/2025	2987 Roundtree Blvd	\$	85,000.00	(Building Fire)
03/22/2025	7551 Stony Creek	\$	0.00	(Vehicle Fire)
03/27/2025	407 E Cross Street	\$	0.00	(Mutual Aid/City)
03/27/2025	1050 E Michigan Ave	\$	0.00	(Dumpster Fire)
03/29/2025	1452 Village Lane	\$	40.00	(Cooking Fire)
03/31/2025	705 Davis & Arnet Street	\$	0.00	(Mutal Aid/City)

Respectfully submitted

Maria Batianis
Charter Township of Ypsilanti Fire Department

Attachment: Image Trend Incident Type Report for 03/1/2025 – 03/31/2025

Monthly Incident Report's 2024

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
100 - Fire, other	1	0.23%				
111 - Building fire	8	1.82%	150,000.00	35,500.00	185,500.00	99.44%
113 - Cooking fire, confined to container	2	0.45%	520.00	520.00	1,040.00	0.56%
131 - Passenger vehicle fire	1	0.23%				
142 - Brush or brush-and-grass mixture fire	2	0.45%				
143 - Grass fire	1	0.23%				
150 - Outside rubbish fire, other	2	0.45%	0.00	0.00	0.00	0.00%
154 - Dumpster or other outside trash receptacle fire	1	0.23%	0.00	0.00	0.00	0.00%
	Total: 18	Total: 4.09%	Total: 150,520.00	Total: 36,020.00	Total: 186,540.00	Total: 100.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
300 - Rescue, EMS incident, other	6	1.36%				
311 - Medical assist, assist EMS crew	129	29.32%				
320 - Emergency medical service, other	41	9.32%				
321 - EMS call, excluding vehicle accident with injury	74	16.82%				
322 - Motor vehicle accident with injuries	6	1.36%				
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.23%				
324 - Motor vehicle accident with no injuries.	7	1.59%				
372 - Trapped by power lines	1	0.23%				
	Total: 265	Total: 60.23%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
400 - Hazardous condition, other	1	0.23%				
412 - Gas leak (natural gas or LPG)	1	0.23%				
424 - Carbon monoxide incident	2	0.45%				
440 - Electrical wiring/equipment problem, other	6	1.36%				
442 - Overheated motor	1	0.23%				
444 - Power line down	9	2.05%				
445 - Arcing, shorted electrical equipment	1	0.23%				
480 - Attempted burning, illegal action, other	1	0.23%				
	Total: 22	Total: 5.00%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
500 - Service call, other	4	0.91%				
510 - Person in distress, other	1	0.23%				
511 - Lock-out	1	0.23%				
531 - Smoke or odor removal	2	0.45%				
550 - Public service assistance, other	7	1.59%				
551 - Assist police or other governmental agency	1	0.23%				
552 - Police matter	1	0.23%				
553 - Public service	3	0.68%				
554 - Assist invalid	3	0.68%				
561 - Unauthorized burning	1	0.23%				
	Total: 24	Total: 5.45%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
600 - Good intent call, other	4	0.91%				
611 - Dispatched and cancelled en route	77	17.50%	0.00	0.00	0.00	0.00%
622 - No incident found on arrival at	2	0.45%				

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
dispatch address						
651 - Smoke scare, odor of smoke	2	0.45%				
652 - Steam, vapor, fog or dust thought to be smoke	1	0.23%				
	Total: 86	Total: 19.55%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
700 - False alarm or false call, other	11	2.50%				
733 - Smoke detector activation due to malfunction	2	0.45%				
735 - Alarm system sounded due to malfunction	1	0.23%				
736 - CO detector activation due to malfunction	3	0.68%				
743 - Smoke detector activation, no fire - unintentional	2	0.45%				
744 - Detector activation, no fire - unintentional	1	0.23%				
745 - Alarm system activation, no fire - unintentional	5	1.14%				
	Total: 25	Total: 5.68%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
	Total: 440	Total: 100.00%	Total: 150,520.00	Total: 36,020.00	Total: 186,540.00	Total: 100.00%



WASHTENAW COUNTY OFFICE OF THE SHERIFF



EST. 1823

ALYSHIA M. DYER, SHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Shane Peltier, Police Services Lieutenant
Cc: Ypsilanti Township Board
Gary Lowe, WCSO Police Services Commander
Nicholas Krings, WCSO Police Services A/Captain
Date: April 10, 2025
Re: March 2025 Police Services Monthly Report

SUMMARY:

During March 2025, there were 3,015 calls for service in Ypsilanti Township. In March 2024, there were 3,336 calls for service in Ypsilanti Township.

OPERATIONS

During March 2025, Patrol Operations responded to calls for service, conducted traffic enforcement, and completed criminal investigations in support of our citizen's quality of life.

In March 2025, there were 8 home invasions, which is a 60% increase as compared to March 2024 (5 home invasions). In many of these incidents, domestic relationships and unauthorized entry were common. The best prevention methods for a typical residential home invasion are to keep all windows and doors locked (including vehicles in the driveway), including deadbolts, while away from home. External lighting and visual deterrents such as "Beware of Dog" or alarm signage also discourages criminals.

In March 2025, there were 2 breaking and entering's. In the month of March 2024, we saw 0 breaking and entering's.

In March 2025, there were 12 reported UDAA's. This is a 43% decrease compared to March 2024, when there were 21 reported UDAA's. Many of these vehicle thefts occurred when the suspect gained entry to an unlocked vehicle. Citizens are reminded to lock all vehicle doors and keep ignition keys in separate and secure areas to prevent such thefts. Valuables, if left in a vehicle, should be placed in a concealed location. Many vehicles that are being targeted are Hyundai and Kia makes due to well-known theft practices. The following website provides further information regarding the reduction of potential for theft of your vehicle, common vehicles targeted, and further information.

<https://www.nhtsa.gov/road-safety/vehicle-theft-prevention>

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation, and social services to ensure that there is accountability beyond the Sheriff's Office contact with the offenders that are consistently involved in

"TOGETHER, WE ARE COMMITTED TO CREATING A SAFER, MORE JUST AND COMPASSIONATE WASHTENAW COUNTY FOR ALL."

crimes. From a year-to-year perspective, comparing 2024 to 2025, our juvenile offenses and complaints are down 23.4% (from 64 to 49), and our runaway complaints are down 25% (from 20 to 15).

COMMUNITY ACTION TEAM

The purpose of the Community Action Team (CAT) is to respond to situations involving or with a nexus of drugs, guns, or violence. The team focuses on the timely assessment and response to tips they receive from our community and community problems identified through crime pattern analysis.

CAT collaboration with the Michigan Department of Corrections in reference to parole compliance contributes to effective monitoring and management of parolees who live in our community. Timely and efficient response to tips regarding parolee misconduct combined with regular unannounced home visits are expected by the parolees that reside in Ypsilanti Township and surrounding areas.

For any violent crime tips related to guns, gang activity or violence in general please call 734-661-9034.

WASHTENAW ALERT (EVERBRIDGE)

As a reminder for residents, they can sign up for “Up-to-the-minute updates” from the Washtenaw County Sheriff’s Office by email or cell phone at www.washtenaw.org/alerts

HOUSE WATCH

If you plan on being gone for a period of time sign your house up for house checks. The house watch form can be found at: <https://www.washtenaw.org/1743/House-Watch>

NEW FACES

The Sheriff’s Office is hiring! We continue to hire highly qualified, motivated, and diverse people that are committed to pursuing our mission: Together, we are committed to creating a safer, more just, and compassionate Washtenaw County for all”.

If you are interested in joining us in serving your community in Police Services, Corrections, Communications, Emergency Services or Community Corrections please check us out at: <https://www.washtenaw.org/1124/Sheriff>

We have rewarding career opportunities available for those seeking a profession with a greater purpose.

“TOGETHER, WE ARE COMMITTED TO CREATING A SAFER, MORE JUST, AND COMPASSIONATE WASHTENAW COUNTY FOR ALL.”

2201 HOGBACK ROAD ◆ ANN ARBOR, MICHIGAN 48105-9732 ◆ OFFICE (734) 971-8400 ◆ FAX (734) 973-4624 ◆ EMAIL SHERIFFINFO@WASHTENAW.ORG



Alyshia M. Dyer
Sheriff

YPSILANTI TOWNSHIP MONTHLY POLICE SERVICES DATA March 2025

Incidents	Month 2025	Month 2024	% Change	YTD 2025	YTD 2024	% Change
Traffic Stops	345	969	-64%	1387	2922	-53%
Citations	66	167	-60%	238	594	-60%
Drunk Driving (OWI)	6	19	-68%	14	34	-59%
Drugged Driving (OUID)	2	2	0%	7	18	-61%
Calls for Service Total	3015	3336	-10%	8689	10317	-16%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	2172	1945	12%	5816	5921	-2%
Robberies	1	1	0%	6	3	100%
Assaultive Crimes	55	62	-11%	147	160	-8%
Home Invasions	8	5	60%	23	16	44%
Breaking and Entering's	2	0	+	6	5	20%
Larcenies	29	36	-19%	65	81	-20%
Vehicle Thefts	12	21	-43%	29	46	-37%
Traffic Crashes	62	60	3%	189	207	-9%
Medical Assists	53	48	10%	142	147	-3%
Animal Complaints <i>(ACO Response)</i>	48	57	-16%	128	110	16%
In/Out of Area Time	Month	YTD	+ = Positive Change - = Negative Change			
	<i>(minutes)</i>	<i>(minutes)</i>				
Into Area Time	1358	2560				
Out of Area Time	1614	3943				
Investigative Ops (DB)	35,885	83275				
Secondary Road Patrol	0	475				
County Wide	6745	20280				
	Hours Accum.	Hours Used	Balance			
Banked Hours	1368	N/A	761			



Ypsilanti TWP Out of Area

For: 03/01/2025 thru 03/31/2025



Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration in Minutes	Start Date
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDTRASKOSR	LAVENDER LN/S STATE ST	BACKUP DISPATCHED CALLS	250013752	ASSISTED PITTSFIELD WITH EDP CALL / APPROVED SGT. HOUK	17:30:00	15	3/1/2025
YPSILANTI TWP	ANN ARBOR TWP	WDTRASKOSR	N MAPLE RD	BACKUP DISPATCHED CALLS	250013774	ASSISTED DEPUTY MIZER WITH SUICIDAL / APPROVED SGT. HOGAN	19:40:00	50	3/1/2025
YPSILANTI TWP	SUPERIOR TWP	WDGOMBOSJ	RIDGE RD	BACKUP DISPATCHED CALLS	250013852	ASSIST SUT UNITS ON STRUCTURE FIRE, OKAY PER SGT HOGAN	03:40:00	20	3/2/2025
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDTRASKOSR	GOLFSIDE RD	BACKUP DISPATCHED CALLS	250013979	ASSISTED PITTSFIELD WITH SUICIDAL SUBJECT / APPROVED SGT. HOGAN	21:00:00	20	3/2/2025
YPSILANTI TWP	OUT OF COUNTY	WDWOOLLAMJS	CLINTON MACON RD	TRAINING		ACTIVE SHOOTER TRAINING, DONE ON SEPARATE LOG PER COMMAND	07:00:00	149	3/4/2025
YPSILANTI TWP	YPSILANTI CITY	WDRAABT	HARRIET ST/S HAMILTON ST	BACKUP DISPATCHED CALLS	250014393	ASSIST 703 WITH STOP: MIP/SEARCH/MULTIPLE SUBJS IN VEHICLE - GOOD PER SGT BYNUM	18:00:00	30	3/4/2025
YPSILANTI TWP	YPSILANTI CITY	WDSARCEVICHV	HURON RIVER DR/OAKWOOD ST	TRAFFIC STOP	250014451	UNAVOIDABLE STOP, VEHICLE FAILED TO YIELD AND ALMOST CAUSED AN ACCIDENT, PENNINGTON APPROVED	22:15:00	10	3/4/2025
YPSILANTI TWP	ST JOSEPH HOSPITAL	WDGOMBOSJ	E HURON RIVER DR	BACKUP DISPATCHED CALLS	250014453	BACK SUT UNITS ON B&E IN PROGRESS OKAY PER SGT PENNINGTON	22:55:00	5	3/4/2025
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDLEEZ	PACKARD RD/CARPENTER RD	BACKUP DISPATCHED CALLS	250014645	fatal crash // Sgt. Williams // Pittsfield requested county to assist with traffic control	20:00:00	135	3/5/2025
YPSILANTI TWP	YPSILANTI CITY	WDBURTOND	S PROSPECT ST	BACKUP DISPATCHED CALLS	250014702	BU FOR YPS WITH UNCOOPERATIVE ARREST APPROVED BY SGT WILLIAMS	03:00:00	25	3/6/2025
YPSILANTI TWP	YPSILANTI CITY	WDWOOLLAMJS	GROVE/ PROSPECT	BACK-UP TRAFFIC STOP		ASSIST DEPUTY A, CLARK	16:30:00	10	3/6/2025
YPSILANTI TWP	YPSILANTI CITY	WDCLARKA	PEARL ST/N WASHINGTON ST	TRAFFIC STOP	250014948	RFS: UNAVOIDABLE THROUGH RED LIGHT THEN CUT THROUGH PARKING LOTS// ALCOHOL SCENT SOBRIETIES DONE PBT .037// VW GIVEN .	00:45:00	20	3/7/2025
YPSILANTI TWP	YPSILANTI CITY	WDGERWIGB	PEARL ST/N WASHINGTON ST	BACK-UP TRAFFIC STOP	250014948	assisted dep clark with a stop // sfts conducted // unavoidable stop // ok per sgt williams	00:50:00	10	3/7/2025
YPSILANTI TWP	ST JOSEPH HOSPITAL	WDNEDDOK	E HURON RIVER DR	BACKUP DISPATCHED CALLS	250014957	BU SUP TWP UNIT ON B&E AT TRINITY HEALTH APPROVAL TO ASSIST PER SGT. WILLIAMS	02:55:00	17	3/7/2025
YPSILANTI TWP	SCIO TOWNSHIP	WDSIMMST	JACKSON RD	DISPATCHED CALLS	250015452	B/E - K9 / SGT ERBES	06:35:00	35	3/9/2025
YPSILANTI TWP	YORK TWP	WDLEWISN	BISHOP RD	BACKUP DISPATCHED CALLS	250015756	PER SGT. HOUK, ASSIST YONO W/ FIRE, CANX ENROUTE	14:15:00	15	3/10/2025
YPSILANTI TWP	SUPERIOR TWP	WDTRASKOSR	DOVER CT	BACKUP DISPATCHED CALLS	250015798	ASSISTED CMH WITH OUTREACH	16:40:00	5	3/10/2025
YPSILANTI TWP	SUPERIOR TWP	WDBECHTOLG	SPRUCE LN	BACKUP DISPATCHED CALLS	250015912	BACKED SUT SOLO UNIT ON DOMESTIC/ARREST MADE/SGT WILLIAMS	04:02:00	88	3/11/2025
YPSILANTI TWP	SUPERIOR TWP	WDPACHECOGARCJAR	RIDGE 72	DETAIL		FOLLOW UP FOR DETECTIVE SOYRING APPROVED BY SGT HOGAN	14:55:00	10	3/11/2025
YPSILANTI TWP	YPSILANTI CITY	WDNEDDOK	W MICHIGAN AVE	BACKUP DISPATCHED CALLS	250016192	ASSIST YPSI CITY PD AND FIRE, STRUCTURE FIRE APPROVAL TO ASSIST PER SGT. WILLIAMS	04:00:00	30	3/12/2025
YPSILANTI TWP	YPSILANTI CITY	WDBURTOND	W MICHIGAN AVE	BACKUP DISPATCHED CALLS	250016192	ASSIST YPSILANTI CITY WITH BUILDING FIRE, APPROVED BY SGT WILLIAMS	04:05:00	25	3/12/2025
YPSILANTI TWP	YPSILANTI CITY	WDLEEZ	W MICHIGAN AVE	BACKUP DISPATCHED CALLS	250016192	ASSIST OTHER DEPT//Sgt Williams approved// Fire	04:05:00	25	3/12/2025
YPSILANTI TWP	YPSILANTI CITY	WDVISELG	W MICHIGAN AVE	BACKUP DISPATCHED CALLS	250016192	ASSIST YPD WITH EVACUATION OF BUILDING (SGT. WILLIAMS)	04:10:00	20	3/12/2025
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDPHILLIPSA	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	250016264	POS DV, SINGLE SUPERIOR TWP UNIT, CLEARED WITH SGT. BYNUM.	11:30:00	15	3/12/2025
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDSARCEVICHV	WASHTENAW AVE	BACKUP DISPATCHED CALLS	250016455	FELONIOUS ASSAULT, SGT ARTS APPROVED	08:35:00	20	3/13/2025
YPSILANTI TWP	YPSILANTI CITY	WDNEDDOK	HILYARD ROBINSON WAY	DISPATCHED CALLS	250016917	POSSIBLE FA IN YPSI CITY INVOLVING A FIREARM APPROVAL TO ASSIST PER SGT. WILLIAMS	22:13:00	13	3/14/2025
YPSILANTI TWP	YPSILANTI CITY	WDCLARKA	HILYARD ROBINSON WAY	BACKUP DISPATCHED CALLS	250016917	BU FA WITH VEHICLE LARGE CROWD SGT. WILLIAMS APPROVAL	22:26:00	0	3/14/2025
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDGERWIGB	MACARTHUR BLVD	SUBPOENA DELIVERY	250017422	superior case 24-54137 // ok per sgt williams	20:35:00	15	3/16/2025
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDGERWIGB	MACARTHUR BLVD	DISPATCHED CALLS	250017425	while serving a subpoena heard yelling and a disorderly coming from the residence // made contact with subjects who were celebrating a birthday // ok per sgt williams	20:50:00	5	3/16/2025
YPSILANTI TWP	YPSILANTI CITY	WDGOMBOSJ	W FOREST AVE/N ADAMS ST	BACK-UP TRAFFIC STOP	250017726	BACK CARNEY ON OWI STOP, OKAY PER SGT ERBES	01:40:00	35	3/18/2025
YPSILANTI TWP	ST JOSEPH HOSPITAL	WDGERWIGB	MCAULEY DR	DISPATCHED CALLS	250017762	no superior/ann arbor twp deputies available // ok per sgt bynum to handle // no assaults	09:10:00	45	3/18/2025
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDBECHTOLG	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	250018003	SOLO DEP NEEDED A BACK FOR ASSAULT CALL/SGT ERBES APPROVED	06:30:00	40	3/19/2025
YPSILANTI TWP	SUPERIOR TWP	WDTRASKOSR	SHEFFIELD DR	BACKUP DISPATCHED CALLS	250018380	ASSISTED DEPUTY FARMER WITH EDP SUBJECT / APPROVED SGT, WALLACE	16:45:00	40	3/20/2025



Ypsilanti TWP Out of Area

For: 03/01/2025 thru 03/31/2025



YPSILANTI TWP	SUPERIOR TWP	WDTRASKOSR	NORFOLK AVE	BACKUP DISPATCHED CALLS	250018397	ASSISTED DEPUTY COUCKE WITH EDP / APPROVED SGT. WALLACE	17:25:00	5	3/20/2025
YPSILANTI TWP	SUPERIOR TWP	WDNEDDOK	LAKEVIEW CT	BACKUP DISPATCHED CALLS	250018466	REPORT OF DV IN SUP TWP APPROVAL TO BU 763 PER SGT. THOMPSON DUE TO 763 BEING THE ONLY AVAILABLE SUP TWP UNIT.	23:58:00	16	3/20/2025
YPSILANTI TWP	YPSILANTI CITY	WDSIMMST	BELL ST/SPRING ST	BACK-UP TRAFFIC STOP	250018722	ASSIST YPD ON TRAFFIC STOP / SGT PENNINGTON	00:25:00	5	3/22/2025
YPSILANTI TWP	ST JOSEPH HOSPITAL	WDCUSOJ	MCAULEY DR	BACKUP DISPATCHED CALLS	250018954	HANDLED CALL FOR SUT; NO UNIT AVAILABLE - OK PER SGT. ERBES	05:40:00	20	3/23/2025
YPSILANTI TWP	SUPERIOR TWP	WDSIMMST	MCAULEY DR	BACKUP DISPATCHED CALLS	250018954	CFS / SUT ASSIST DISORDERLY / SGT PENNINGTON	05:40:00	30	3/23/2025
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDCARNEYK	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	250019103	ASSISTED DEPUTY PREUTHUN AND VANDER ROEST WITH DISORDERLY SUBJECT REPORTED TO BE POSS ARMED. APPROVED BY SGT. ERBES.	23:25:00	45	3/23/2025
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDEARLEYJ	MACARTHUR BLVD	BACK-UP TRAFFIC STOP	250019107	Assist SUT with possible FA Suspect Approved by Sgt Erbes	23:40:00	5	3/23/2025
YPSILANTI TWP	SUPERIOR TWP	WDSIMMST	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	250019107	ASSIST SUT / DISORDERLY / SGT ERBES	23:40:00	5	3/23/2025
YPSILANTI TWP	YPSILANTI CITY	WDGERWIGB	S HAMILTON ST	BACKUP DISPATCHED CALLS	250019349	YPD had a car jacking just occur in Hamilton Crossings // Deputies made the area to look for vehicle // vehicle was located but unoccupied // ok p er sgt pennington	02:15:00	20	3/25/2025
YPSILANTI TWP	YPSILANTI CITY	WDTRIPPB	S HAMILTON ST	BACKUP DISPATCHED CALLS	250019349	RECOVERED FRESH CARJACKING VEHICLE; SUSPECT RAN OFF AS WE WENT ARRIVAL; SEARCHED AREA BUT COULD NOT LOCATE SUSPECT; PER SGT PENNINGTON	02:15:00	20	3/25/2025
YPSILANTI TWP	MACARTHUR BLVD CONTRACT	WDLEWISJ	MACARTHUR BLVD	BACKUP DISPATCHED CALLS	250019393	AST ON CIVIL APV SGT HOUK	10:25:00	40	3/25/2025
YPSILANTI TWP	SALEM TOWNSHIP	WDSILLERB	BROOKVILLE RD/CURTIS RD	BACK-UP TRAFFIC STOP	250019518	RUN INTOXLYZER FOR MCGRADY / APPROVED BY SGT WILLIAMS	21:05:00	35	3/25/2025
YPSILANTI TWP	AUGUSTA TWP	WDBEAUVAISK	MCCRONE RD	BACKUP DISPATCHED CALLS	250019774	k9 track, sgt erbes	00:45:00	105	3/27/2025
YPSILANTI TWP	AUGUSTA TWP	WDCUSOJ	MCCRONE RD	BACKUP DISPATCHED CALLS	250019774	FIP SUSPECT FLED RESIDENCE ON FOOT; HELD A PERIMETER FOR A K9 TRACK/HELICOPTER - OK PER SGT. ERBES.	01:00:00	60	3/27/2025
YPSILANTI TWP	ST JOSEPH HOSPITAL	WDBECHTOLG	MCAULEY DR	BACKUP DISPATCHED CALLS	250020019	726 WAS IN THE COMPLEX WHEN THE CALL DROPPED/FAMILY TROUBLE INVOLVING CHILDREN/SGT ERBES APPROVED	21:50:00	20	3/27/2025
YPSILANTI TWP	YPSILANTI CITY	WDBECHTOLG	W MICHIGAN AVE/N HURON ST	BACKUP DISPATCHED CALLS	250020055	SUBJECT PASSED OUT AT THE WHEEL IN THE PARK/ GUN IN PLAIN VIEW IN CUP HOLDER/WEED AROUND THE GUN/SGT ERBES APPROVED	02:10:00	10	3/28/2025
YPSILANTI TWP	YPSILANTI CITY	WDSIMMST	W MICHIGAN AVE/N HURON ST	BACKUP DISPATCHED CALLS	250020055	ASSIST YPT UNIT / OUT WITH VEHICLE WITH 121 / SGT PENNINGTON	02:10:00	5	3/28/2025
YPSILANTI TWP	PITTSFIELD TOWNSHIP	WDTRASKOSR	CRANE RD	BACKUP DISPATCHED CALLS	250020162	ASSISTED PITTSFIELD WITH EDP / APPROVED SGT. HOUK	13:50:00	70	3/28/2025
YPSILANTI TWP	YORK TWP	WDNEDDOK	WHISPERING PINES DR	BACKUP DISPATCHED CALLS	250020465	BU MSP UNIT 1248 ON REPORTED FA IN PROGRESS. 1248 WAS COMING FROM MANCHESTER, APPROVAL TO ASSIST PER SGT. WILLIAMS	20:25:00	46	3/29/2025
YPSILANTI TWP	YPSILANTI CITY	WDTRASKOSR	SPRING ST/CASLER ST	SELF INITIATED (CRU ONLY)	250020612	MADE CONTACT WITH UNHOUSED SUBJECT / OFFERED RESOURCES / SUPPLIED FOOD	17:30:00	10	3/30/2025
YPSILANTI TWP	YPSILANTI CITY	WDTRASKOSR	N HURON ST	BACKUP DISPATCHED CALLS	250020615	ASSISTED YPD WITH MISSING SUICIDAL / APPROVED SGT. HOUK	17:40:00	25	3/30/2025
YPSILANTI TWP	SALINE CITY	WDBEAUVAISK	TEXTILE RD/N MAPLE RD	BACKUP DISPATCHED CALLS	250020946	FEMALE SEARCH. SGT ERBES	02:10:00	20	4/1/2025
							Sum:	1,614	



Ypsilanti TWP Into Area Time

For: 03/01/2025 thru 03/31/2025



Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration in Minutes	Start Date
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDVANDERROESTB	CAMPBELL AVE	BACKUP DISPATCHED CALLS	250014680	BU CFS // ASSIST W/ K9 TRACK FOR SUSPECT // SGT. WILLIAMS	22:40:00	35	3/5/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCJAR	ECORSE RD/S HARRIS RD	BACKUP DISPATCHED CALLS	250015256	BU CALL SPANISH TRANSLATION APPROVED BY SGT ARTS	12:01:00	39	3/8/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSINGERA	Washtenaw/Golfside	BACKUP DISPATCHED CALLS		BOL looking for vehicle related FA 25-16455/ Supervisor approval Sgt.Bynum	08:45:00	75	3/13/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDTROWBRIDGEM	APPLERIDGE ST/RIDGE RD	BACKUP DISPATCHED CALLS	250016988	SHOTS HEARD IN AREA SGT WILLIAMS APPROVAL	03:20:00	15	3/15/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDMIZERK	EMERSON AVE/HOLMES RD	BACKUP DISPATCHED CALLS	250017346	FOUND CHILD - HELPED RETURN OK PER SGT HOUK	12:40:00	5	3/16/2025
YORK TWP	YPSILANTI TWP	WDYONOJ	STONY CREEK RD/MERRITT RD	TRAFFIC STOP	250017599	ts - speed 30+ over per sgt arts	15:30:00	15	3/17/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPREUTHUNO	W CLARK RD	BACKUP DISPATCHED CALLS	250017684	BACK UP YPT FOR SHOTS HEARD SGT ERBES	21:25:00	10	3/17/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCOUCKED	HOLMES RD	BACKUP DISPATCHED CALLS	250017936	PER SGT ERBES, BARRICADED DV SUSPECT, ASSIST WITH NEGOTIATIONS	21:10:00	140	3/18/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDNEDDOK	HOLMES RD	BACKUP DISPATCHED CALLS	250017936	BU YPSI TWP UNIT ON REPORT OF DV AND SUSPECT ADVISED HE WOULD SHOOT PD, SUSPECT BARRICADED HIMSELF IN UNIT. APPROVAL TO ASSIST PER SGT. ERBES.	21:14:00	132	3/18/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDNEDDOK	HOLMES RD	BACKUP DISPATCHED CALLS	250017984	REPORT OF A POSSIBLE B&E WITH THE SAME SUSPECT AS INCIDENT 25-17936 APPROVAL TO ASSIST PER SGT. ERBES.	01:58:00	20	3/19/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPREUTHUNO	HOLMES RD	BACKUP DISPATCHED CALLS	250017984	Back Up YPT Deps for BE in progress SGT Erbes	02:00:00	65	3/19/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDMIZERK	ROUNDTREE-CNT	DETAIL		PER SGT HOUK, CNT CALL OUT	14:00:00	61	3/19/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCOUCKED	ROUNDTREE-CNT	DETAIL		PER SGT HOUK/ERBES, CNT CALL OUT	15:02:00	193	3/19/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDLOWHORNB	ANCHOR BAY	DISPATCHED CALLS	250018124	ASSIST YPT, NO AVAIL DEPS - TIED UP ON 18089 OK BY SGT HOUK	15:02:00	58	3/19/2025
SCIO TWP	YPSILANTI TWP	WDWARDB	ROUNDTREE BLVD	BACKUP DISPATCHED CALLS	250018089	CNT/ SWAT CALL OUT	15:25:00	35	3/19/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDLOWHORNB	FOREST CT	DISPATCHED CALLS	250018141	ASSIST YPT, NO AVAIL DEPS - TIED UP ON 18089 SGT HOUK APPROVED	16:00:00	60	3/19/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDLOWHORNB	EQUIP ROUNDTREE	DETAIL		ASSIST YPT, NO AVAIL DEPS - TIED UP ON 18089 FOR SWAT/CNT CALL OUT SGT HOUK APPROVED	17:00:00	25	3/19/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDFARMERA	BELMONT DR	BACKUP DISPATCHED CALLS	250018187	Assisted YPT Deps, for scene security and BOL for suspects, OK per Sgt. Houk	18:30:00	30	3/19/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDLOWHORNB	BELMONT DR	BACKUP DISPATCHED CALLS	250018187	BU YPT DEPS WITH SHOOTING SGT HOUK APPROVED	18:30:00	30	3/19/2025
YORK TWP	YPSILANTI TWP	WDCARTERA	E BEMIS RD/WHITTAKER RD	BACKUP DISPATCHED CALLS	250018573	DISP - PER SGT. ARTS / ASSIST YPSI DEPS w/ SUICIDAL SUBJECT - COVERED IN GAS HOLDING A LITER - SECURE ON SCENE / TOT HVA AND CMH	12:50:00	25	3/21/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDURBANS	FOX AVE/SENECA ST	BACKUP DISPATCHED CALLS	250018663	SGT PENNINGTON APPROVED- DISORDERLY SUBJECT LEO SAFETY CONCERN DUE TO LARGE CROWD	19:30:00	30	3/21/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSINGERA	FOX AVE/SENECA ST	BACKUP DISPATCHED CALLS	250018663	felony assault in the willow/ request of additional units/ Supervisor Sgt.Erbes	19:40:00	20	3/21/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPREUTHUNO	E CLARK RD/DAWN AVE	BACK-UP TRAFFIC STOP	250018927	Back up YPT Deps on Traffic Stop SGT Pennington	01:00:00	0	3/23/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPREUTHUNO	APPLERIDGE ST	BACKUP DISPATCHED CALLS	250019097	BACK UP YPT DEP ON MEDICAL CALL WITH CHILD SGT ERBES	23:00:00	15	3/23/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDMICHAELS	HOLMES RD/WIARD RD	BACK-UP TRAFFIC STOP	250019332	back up unit for 710 traffic stop sgt.pennington approved	23:40:00	15	3/24/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDEARLEYJ	CANDLEWOOD LN	BACKUP DISPATCHED CALLS	250019411	Assist YPT with FA Approved by Sgt Houk	12:00:00	90	3/25/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCOUCKED	CANDLEWOOD LN	BACKUP DISPATCHED CALLS	250019411	PER SGT HOUK, ASSIST WITH ARRESTING SUSPECTS	12:15:00	65	3/25/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCJAR	INTERNATIONAL DR	BACKUP DISPATCHED CALLS	250020031	BU SPANISH APPROVED BY SGT ERBES	22:40:00	20	3/27/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDMICHAELS	INTERNATIONAL DR	BACKUP DISPATCHED CALLS	250020487	BU CFS // SGT. WILLIAMS // K9 ASSIST W/ SUBJECT WHO CUT HIS TETHER	23:20:00	25	3/29/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDMICHAELS	NEW MEADOW DR	BACKUP DISPATCHED CALLS	250020676	THIS WAS A CALL INVOLVING MISSING CHILD. SGT WILLIAMS APPROVAL. WENT FOR POSSIBLE K9 TRACK OF THE MISSING CHILD TO HELP ASSIST RESPONDING UNITS IN THE AREA.	20:40:00	10	3/30/2025
							Sum:	1,358	

March 2025 Ypsilanti Township Call Report (WD)

City:Ypsilanti Twp-YPT



Search Criteria: (This report counts for offenses but excludes UCR status of 'Unfounded'.)

Month:	March
Year:	2025
City:	Ypsilanti Twp-YPT

March 2025 Ypsilanti Township Call Report (WD)

City:Ypsilanti Twp-YPT

CLASS	Description	Mar/2025	Mar/2024	% CHG	YTD 2025	YTD 2024	% CHG	ADULT		JUV		Total	
								Mar/2025	YTD	Mar/2024	YTD	Mar	YTD
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	0	0%	0	1	-100%	0	0	0	0	0	0
10001	KIDNAPPING/ABDUCTION	1	0	0%	2	2	0%	0	0	0	0	0	0
10002	PARENTAL KIDNAPPING	0	0	0%	0	1	-100%	0	0	0	0	0	0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	3	4	-25%	5	10	-50%	1	2	0	0	1	2
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	2	0	0%	3	2	50%	0	0	0	0	0	0
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	1	1	0%	1	2	-50%	0	0	0	0	0	0
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	1	-100%	0	1	-100%	0	0	0	0	0	0
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%	0	1	-100%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	2	2	0%	4	5	-20%	1	1	0	0	1	1
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	3	1	200%	3	5	-40%	0	0	0	0	0	0
12000	ROBBERY	1	1	0%	6	3	100%	0	2	0	0	0	2
13001	NONAGGRAVATED ASSAULT	29	35	-17.1%	78	86	-9.30%	13	35	0	0	13	35
13002	AGGRAVATED/FELONIOUS ASSAULT	26	28	-7.14%	69	69	0%	11	33	3	4	14	37
13003	INTIMIDATION/STALKING	21	9	133.3%	34	26	30.76%	5	9	0	0	5	9
20000	ARSON	1	1	0%	1	2	-50%	0	0	0	0	0	0
21000	EXTORTION	1	0	0%	3	4	-25%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	8	3	166.6%	24	16	50%	1	3	4	4	5	7
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	2	3	-33.3%	5	7	-28.5%	0	0	0	0	0	0
23001	LARCENY -POCKETPICKING	0	0	0%	0	1	-100%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	0	1	-100%	0	1	-100%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	9	11	-18.1%	18	31	-41.9%	0	0	0	0	0	0
23005	LARCENY -THEFT FROM MOTOR VEHICLE	7	19	-63.1%	21	33	-36.3%	0	0	0	0	0	0
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	3	1	200%	8	5	60%	0	0	0	0	0	0

March 2025 Ypsilanti Township Call Report (WD)

City:Ypsilanti Twp-YPT

CLASS	Description	Mar/2025	Mar/2024	% CHG	YTD 2025	YTD 2024	% CHG	ADULT		JUV		Total	
								Mar/2025	YTD	Mar/2024	YTD	Mar	YTD
23007	LARCENY -OTHER	10	4	150%	19	16	18.75%	1	2	0	0	1	2
24001	MOTOR VEHICLE THEFT	12	18	-33.3%	27	43	-37.2%	1	2	0	0	1	2
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	2	3	-33.3%	5	6	-16.6%	2	2	0	1	2	3
24003	MOTOR VEHICLE FRAUD	1	0	0%	1	0	0%	0	0	0	0	0	0
25000	FORGERY/COUNTERFEITING	1	0	0%	1	3	-66.6%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	10	4	150%	20	9	122.2%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	3	4	-25%	12	7	71.42%	0	1	0	0	0	1
26005	FRAUD -WIRE FRAUD	4	2	100%	9	6	50%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	5	2	150%	13	9	44.44%	0	0	0	0	0	0
27000	EMBEZZLEMENT	0	1	-100%	0	1	-100%	0	0	0	0	0	0
28000	STOLEN PROPERTY	4	4	0%	14	6	133.3%	1	4	1	1	2	5
29000	DAMAGE TO PROPERTY	23	20	15%	48	62	-22.5%	2	2	0	0	2	2
30002	RETAIL FRAUD -THEFT	4	3	33.33%	7	13	-46.1%	1	1	0	0	1	1
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	7	12	-41.6%	20	21	-4.76%	2	7	0	2	2	9
35002	NARCOTIC EQUIPMENT VIOLATIONS	1	2	-50%	3	5	-40%	0	1	0	0	0	1
37000	OBSCENITY	1	2	-50%	2	3	-33.3%	0	0	0	0	0	0
40002	COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%	1	0	0%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	5	8	-37.5%	24	25	-4%	1	8	2	4	3	12
52003	WEAPONS OFFENSE -OTHER	2	3	-33.3%	5	6	-16.6%	0	0	0	0	0	0
72000	ANIMAL CRUELTY	4	0	0%	5	1	400%	0	0	0	0	0	0
Group A Totals		219	213	2.816%	521	556	-6.29%	43	115	10	16	53	131
26006	FRAUD -BAD CHECKS	1	1	0%	6	2	200%	0	0	0	0	0	0
36004	SEX OFFENSE -OTHER	1	1	0%	1	1	0%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	6	7	-14.2%	23	14	64.28%	0	3	0	0	0	3
41002	LIQUOR VIOLATIONS -OTHER	1	1	0%	2	1	100%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	12	16	-25%	39	63	-38.0%	3	8	0	1	3	9

March 2025 Ypsilanti Township Call Report (WD)

City:Ypsilanti Twp-YPT

CLASS	Description	Mar/2025	Mar/2024	% CHG	YTD 2025	YTD 2024	% CHG	ADULT		JUV		Total	
								Mar/2025	YTD	Mar/2024	YTD	Mar	YTD
50000	OBSTRUCTING JUSTICE	19	20	-5%	47	50	-6%	8	16	0	0	8	16
53001	DISORDERLY CONDUCT	1	0	0%	4	3	33.33%	0	0	0	0	0	0
53002	PUBLIC PEACE -OTHER	3	0	0%	4	1	300%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	0	1	-100%	0	1	-100%	0	0	0	0	0	0
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	8	24	-66.6%	21	60	-65%	5	14	0	0	5	14
55000	HEALTH AND SAFETY	5	4	25%	6	6	0%	0	0	0	0	0	0
57001	TRESPASS	1	1	0%	5	4	25%	0	0	0	0	0	0
58000	SMUGGLING	0	1	-100%	0	1	-100%	0	0	0	0	0	0
63000	VAGRANCY	0	0	0%	0	1	-100%	0	0	0	0	0	0
70000	JUVENILE RUNAWAY	5	10	-50%	15	20	-25%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	2	10	-80%	7	14	-50%	0	0	0	0	0	0
75000	SOLICITATION	0	0	0%	0	1	-100%	0	0	0	0	0	0
Group B Totals		65	97	-32.9%	180	243	-25.9%	16	41	0	1	16	42
2800	JUVENILE OFFENSES AND COMPLAINTS	15	37	-59.4%	49	64	-23.4%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	14	11	27.27%	37	43	-13.9%	0	0	0	0	0	0
3000	WARRANTS	28	39	-28.2%	66	105	-37.1%	15	40	0	0	15	40
3100	TRAFFIC CRASHES	86	83	3.614%	244	298	-18.1%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	163	190	-14.2%	486	659	-26.2%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	761	733	3.819%	2040	2246	-9.17%	0	2	0	0	0	2
3500	NON - CRIMINAL COMPLAINTS	883	866	1.963%	2543	2863	-11.1%	0	0	0	0	0	0
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	451	1008	-55.2%	1635	3466	-52.8%	0	0	0	0	0	0
3800	ANIMAL COMPLAINTS	66	71	-7.04%	165	217	-23.9%	0	0	0	0	0	0
3900	ALARMS	107	115	-6.95%	337	371	-9.16%	0	0	0	0	0	0
Group C Totals		2574	3153	-18.3%	7602	10332	-26.4%	15	42	0	0	15	42
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	2	2	0%	0	1	0	0	0	1
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	1	1	0%	0	0	0	0	0	0
4200	PARKING CITATIONS	2	1	100%	3	1	200%	0	0	0	0	0	0

March 2025 Ypsilanti Township Call Report (WD)

City:Ypsilanti Twp-YPT

CLASS	Description	Mar/2025	Mar/2024	% CHG	YTD 2025	YTD 2024	% CHG	ADULT		JUV		Total	
								Mar/2025	YTD	Mar/2024	YTD	Mar	YTD
4300	LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%	1	2	-50%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	19	39	-51.2%	93	70	32.85%	0	0	0	0	0	0
Group D Totals		21	40	-47.5%	100	76	31.57%	0	1	0	0	0	1
6000	MISCELLANEOUS ACTIVITIES (6000)	70	43	62.79%	152	146	4.109%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	113	86	31.39%	263	211	24.64%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	5	5	0%	19	7	171.4%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	12	2	500%	19	14	35.71%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	6	1	500%	16	1	1500%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	116	37	213.5%	305	114	167.5%	0	0	0	0	0	0
Group F Totals		322	174	85.05%	774	493	56.99%	0	0	0	0	0	0
City : Ypsilanti Twp Totals		3201	3677	-12.9%	9177	11700	-21.5%	74	199	10	17	84	216



Date: April 8, 2025
To: Clerk's Office
CC: Brenda Stumbo, Supervisor
From: Michael Saranen, Operation Manager

Subject: Department Report (activities in March 2025)

Activities:

Ford Lake Dam (Hydro Station)

General Operation Summary:

The Hydro Station is operating safely and continues to get routine safety inspections and preventive maintenance. Operators had 2-hour call-in for the month.

Average precipitation for the month of is around 2.43", for this month NOAA recorded it to be 1.78".

Regulatory Status:

For 2025-

- DSSMR- **Complete, filed w/FERC**
- Owners Dam Safety Program Review/Update - **Started**
- EAP annual update and test –
- EAP First Responder Training - **Complete**
- WQ Report –
- Nuisance Plant Plan Report –
- Wildlife Plan Report -
- Historical Activity Report –
- Gate Certification -
- Security Review –
- FERC Security Inspection – **Scheduled, May**
- FERC Annual Dam Safety Inspection – **Scheduled, June**
- Annual DEQ Lake Operation Monitoring Report-
- Spillway Assessment Action Plan - **Filed, addressing comments by FERC, Ongoing**
- Public Safety Plan - **Installing new safety signs, delayed**
- Fish & Sediment Analysis - Not required until 2033
- Shoreline Erosion Survey –
- Emergency generator testing/maintenance –

- EAP Rewrite –
- Owners Dam Safety Audit
- 2025 Part 12D Comprehensive Analysis – **Started, document review phase (due March 2027)**

Future Items:

- Shoreline Restoration, Ford Lake Park
- PMF Study for watershed – Discussing
- Protective Relay testing – **Due again 2031**
- Concrete repairs – On Hold
- Windows/additional concrete repairs (powerhouse and dam) - TBD
- EAP Tabletop and Functional Exercise – **2029**

Projects:

Concrete Repairs- Delayed, approved by the Board to go out to bid. Construction was planned for summer 2023, however the cost came in doubled and the project will be rebid in coming months.

Sluice Gate Stress Analysis- 2024, the FERC has requested a detailed study of the spillway gates. This is a common industry request from FERC as they continuously look at safety involving dams. The inspections were completed, and the engineer has identified some items for consideration.

River Level Sensor

Premature failure of this sensor has caused negative impact to the operation and emergency actions. Staff are working with engineers to fix the problem. In February, a radar style sensor was installed in parallel to the existing system. This new technology seems promising to help reduce the on-going cost and better system reliability. The testing period for the new sensor is 60 days.

DTE/ITC Power Line Rebuild- ITC is planning a rebuild of the transmission line along Bridge Road. Project is planned in 2026 will likely take a couple of months to complete. We don't know how this will impact Hydro's operations.

DTE Gas Line relocation- DTE has submitted plans to relocate the gas line attached to the bridge and dam. Project is in review and would be good project that reduces a risk hazard to the dam's management and future concrete maintenance projects.

Operation Summary

2025	March	YTD	5 Year Ave.
Precipitation total (inches) ¹	1.78	4.3	35.8
Days Online	31	90	362
Net Generation MWH (estimated)	1,421.191	2,813.341	9,991.619
Generation MWH lost (estimated)*	0	0	423.510

After Hour Call In

Water levels	2	4	36
Mechanical/Electrical	0	0	4
Other	0	0	2
Totals	2	4	42

Recent History	2020	2021	2022	2023	2024
Precipitation total (inches)	41.4	40.0	26.37	36.65	34.76
Days Online	359.7	360.0	363.5	363.4	366
Generation MWH (estimated)	10,722.7	10,524.5	9,185.151	9,336.397	10,189.347
Generation MWH lost (estimated)*	570.2	423.2	362.5	216.076	545.578

After Hour Call In

Water levels	69	33	36	22	20
Mechanical/Electrical	4	9	0	3	6
Other	2	0	4	2	1
Totals	75	42	40	27	27

¹ Preliminary totals from NOAA for Detroit

*losses related to scheduled & unscheduled maintenance and water quality discharges.

Water Quality Summary:

MOU with City of Ann Arbor

The Parties share a common interest in eliminating and preventing nuisance blue green algae blooms in Ford and Belleville Lakes, and they acknowledge that information about water quality and conditions in the lakes is important to advancing their common interest. THEREFORE, the Parties enter into this Memorandum of Understanding to memorialize their understanding as to their efforts to cooperate and work together to monitor, collect, and share water quality information regarding Ford and Belleville Lakes.

Work Plan

- In development for 2025

Current Activities

- WQ equipment is being serviced
- Defining a summer spilling practice

Sluice Gate Usage Summary

Releasing water from the sluice gates is primary done to maintain lake level when flow exceeds the powerhouse. At certain times, we can use the gates to help keep the lake mixed to maintain oxygen levels (effectiveness depends on several factors) at the bottom of the lake.

The water quality monitoring begins on June 1st and will end on September 30th; operators monitor the water quality conditions and take readings as outline in the WQ Plan. The dam releases water from the bottom gates to maintain run of river and/or help with water quality in Ford Lake. The Federal License requires us to pass water with a minimum of 5mg/l of dissolved oxygen all the time. Therefore, spilling from the bottom gates in the summer to improve the lake is not always possible.

Current Year 2025	Current Year Days Spilled	Current Year Lost KWH*	Current Year Lost KW \$*	Prior Yr. Lost KW \$*
January	0	0	0	0
February	0	0	0	0
March	9.1	0	0	0
April				0
May				\$ 1,628
June				\$ 9,386
July				\$ 1,742
August				\$ 1,973
September				\$ 618
October				0
November				0
December				0
Totals	9.1	0	\$ 0	\$ 15,347

*Estimated losses from diverting water away from generators for the **purpose of improving WQ.**

Sargent Charles Dam

This dam continues to get routine safety inspections and appropriate maintenance.

In October 2023, the dam was inspected by the state. In their report the dam is in satisfactory condition, the report listed some maintenance recommendations to help maintain a safe dam. Staff are working on the follow-up actions.

APPROVAL OF AGENDA



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

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 15, 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. APPROVAL OF AGENDA
4. CONSENT AGENDA
 - A. MINUTES OF APRIL 1, 2025 REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR APRIL 15, 2025, IN THE AMOUNT OF \$946,600.09
 2. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR MARCH 2025, IN THE AMOUNT OF \$76,809.04
 3. CLARITY HEALTHCARE ADMIN FEE FOR MARCH 2025, IN THE AMOUNT OF \$1,674.85
 - C. TREASURER'S REPORT
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. APPROVE NEW CARLISLE WORTMAN CONTRACT FOR PLANNING CONSULTANT SERVICES IN THE AMOUNT OF \$15,700.00 PER MONTH, BUDGETED IN LINE ITEM # 101-703-801.000

2. APPROVE SECOND AMENDMENT FOR SIGNAGE TO PLANNED DEVELOPMENT #7 FOR PAINT CREEK CROSSING, LOCATED AT 2010 WHITTAKER ROAD (K-11-21-200-040)
3. APPROVE DEVELOPMENT AGREEMENT- SHEETZ FUELING STATION, CONVENIENCE STORE AND RESTAURANT AT SOUTHEAST CORNER OF W MICHIGAN AVE AND S HEWITT RD (755 S HEWITT RD)
4. APPROVE CHANGE ORDER #1 FOR THE 14B DISTRICT COURT RENOVATION IN THE AMOUNT OF \$47,614.00, BUDGETED IN LINE ITEM #101-901-971.236
5. APPROVE THE CONTRACT WITH JOHN E. LAWRENCE FOR 2025 JEL CONCERT SERIES TO BE HELD AT FORD LAKE PARK AUGUST 1, 8, 15, 22, AND 29
6. APPROVE RESOLUTION 2025-12, PROPOSAL A, FIRE PROTECTION, PREVENTION, RESCUE SERVICES, AND EQUIPMENT RESERVE MILLAGE
7. APPROVE RESOLUTION 2025-13, PROPOSAL B, POLICE SERVICES MILLAGE
8. APPROVE RESOLUTION 2025-14, PROPOSAL C, RECREATION, BIKE PATH, SIDEWALK, ROADS, PARKS, GENERAL OPERATIONS FUND MILLAGE
9. APPROVE RESOLUTION 2025-15, PROPOSAL D, GARBAGE, REFUSE COLLECTION, RECYCLING, COMPOSTING, DISPOSAL OF SOLID WASTE, ENERGY CONSERVATION, ALTERNATIVE ENERGY, WATER QUALITY AND ENVIRONMENTAL PROTECTION MILLAGE
10. BUDGET AMENDMENT #5

AUTHORIZATIONS AND BIDS

1. PURCHASE TWO (2) 72-INCH ZERO TURN MOWERS IN THE AMOUNT OF \$30,988.00 AND ONE (1) BOOM SWING MOWER IN THE AMOUNT OF \$11,680.00 FROM DIUBLE EQUIPMENT, INC, BUDGETED IN LINE ITEM #101-770-977.000, CONTINGENT ON BUDGET AMENDMENT
2. SEEK SEALED BIDS FOR TWO (2) NEW TOWNSHIP VEHICLES FOR THE HYDRO DAM AND RESIDENTIAL SERVICES DEPARTMENT, BUDGETED IN LINE ITEM #661-268-985.000

3. APPROVE TWO-YEAR CONTRACT WITH LOOKING GOOD LAWNS, LLC FOR ROADSIDE TRASH COLLECTION IN THE AMOUNT OF \$30,420.00, BUDGETED IN LINE ITEM #266-301-830.004

4. APPROVE TWO-YEAR CONTRACT WITH RNA FACILITIES MANAGEMENT FOR VACANT TOWNSHIP PROPERTY MOWING IN THE AMOUNT OF \$77,846.00, BUDGETED IN LINE ITEM #101-729-961.001

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 APRIL 1, 2025 REGULAR BOARD MEETING**

Board Meetings are audio recorded and posted on the website

DETERMINATION OF QUORUM

Supervisor Stumbo determined a quorum was present.

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

Members Present: Supervisor Brenda Stumbo, Clerk Debbie Swanson, and

Treasurer Stan Eldridge

Trustees: Karen Lovejoy Roe, John Newman III*, Gloria Peterson*, and LaResha Thornton

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

Members Not Present:

Legal Counsel: Wm. Douglas Winters

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

FIRE DEPARTMENT HONORS

APPROVAL OF AGENDA

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

The motion carried unanimously.

CONSENT AGENDA

A. MINUTES OF MARCH 18, 2025 REGULAR MEETING

B. STATEMENTS AND CHECKS

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

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

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

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

NEW BUSINESS

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

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

The motion carried unanimously.

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

Clerk Swanson read the resolution into the record.

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

Clerk Swanson read the resolution into the record.

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

The motion carried unanimously.

Trustee Newman arrived

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

Clerk Swanson read the resolution into the record.

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

The motion carried unanimously.

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

Clerk Swanson read the resolution into the record.

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

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

The motion carried unanimously.

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

AUTHORIZATION AND BIDS

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

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

The motion carried unanimously.

OTHER BUSINESS

PUBLIC COMMENTS

There was 1 public comment. (refer to audio)

BOARD MEMBER COMMENTS

There were 3 board member comments. (refer to audio)

ADJOURNMENT

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

The motion carried unanimously.

The meeting was adjourned at approximately 7:18PM

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

SPACE USE AGREEMENT

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

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

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

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

ATTESTED TO:

WASHTENAW COUNTY:

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

By: _____
Gregory Dill (DATE)
County Administrator

CONTRACTOR:

CONTRACTOR:

By: _____
Brenda Stumbo (DATE)
Ypsilanti Township Supervisor

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

CONTRACTOR:

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

APPROVED AS TO CONTENT:

By: _____
Jason Fee (DATE)
Facilities Management Director

APPROVED AS TO FORM:

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

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

RESOLUTION 2025-07

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

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

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

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

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

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

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

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

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

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2025-07 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 1, 2025.

Debra A Swanson, Clerk
Charter Township of Ypsilanti

PURCHASE AGREEMENT

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

WITNESSETH:

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

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

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

It is hereby agreed as follows:

1. *Description of the Property.*

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

2. *Purchase Price.*

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

3. *Conveyance.*

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

4. *Title Commitment and Title Insurance.*

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

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

5. *Title Objections.*

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

6. *Due Diligence/Contingencies.*

Closing shall be contingent upon the occurrence of the following:

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

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

7. *Earnest Money Deposit and Termination.*

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

8. *Taxes and Assessments.*

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

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

9. *Closing.*

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

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

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

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

11. *Notices.*

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

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

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

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

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

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

12. **Possession.**

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

13. **Restrictions to Deed.**

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

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

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

14. *Entire Agreement.*

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

15. *Governing Law.*

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

16. *Further Assurances.*

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

17. *No Third Party Benefits.*

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

18. *Time is the Essence.*

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

19. *Interpretation.*

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

20. *Counterparts.*

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

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

21. *Successor and Assigns.*

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

22. *Captions and Pronouns.*

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

23. *Corporate Resolution.*

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

24. *Effective Date.*

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

WITNESSED:

Brian McClaugh

Brian McClaugh
Shawna Waibel

Shawna Waibel

SELLER:

Charter Township of Ypsilanti
Brenda L. Stumbo, Supervisor

Dated: _____

Charter Township of Ypsilanti
Debra A. Swanson, Clerk

Dated: _____

PURCHASER:

Charly Marie Ableson

Charly Marie Ableson

Dated: *3/18/25*

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

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

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

SECTION 1. CONSULTANT.

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

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

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

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

D. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed \$11,100.00, as outlined in Exhibit A, unless authorized by the Township or amended pursuant to Subsection 8A of this Agreement.

SECTION 2. SCOPE OF SERVICES.

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

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

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

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

SECTION 4. PERSONNEL: SUBCONTRACTORS.

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

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

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

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

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

SECTION 6. WARRANTY: INDEMNIFICATION: INSURANCE.

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

Ypsilanti Charter Township
7200 S Huron River Dr
Ypsilanti, MI 48197
Attention: Javonna Neel
email: jneel@ypsitownship.org

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

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

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

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

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

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

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

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

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

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

CONSULTANT

Ypsilanti Charter Township

By: -----

By: -----

Its: _____

Its: _____

Date: _____

Date:

By: -----

Its: _____

Date:

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

Resolution No. 2025-08

APPOINTMENTS

Washtenaw Regional Recycling Management Authority (WRRMA)

Hines, John (Delegate)

Stumbo, Brenda (Alternate)

Exp. Date

Pleasure of the Board

Pleasure of the Board

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION 2025-09

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

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

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

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

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

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

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2025-09 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 1, 2025.

Debra A Swanson, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION 2025-10

RESOLUTION OF SUPPORT FOR 2025 MDNR TRUST FUND APPLICATION

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

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

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

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

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

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2025-10 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 1, 2025.

Debra A Swanson, Clerk
Charter Township of Ypsilanti

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

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

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

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

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

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

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

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

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

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

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

Recitals

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

Agreement

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

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

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

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

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

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

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

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

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

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

WASTE MANAGEMENT OF MICHIGAN, INC.

CHARTER TOWNSHIP OF YPSILANTI, MICHIGAN

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Facility Use Agreement
US Rowing – Rowfest Event

Date of Agreement: March 3, 2025

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

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

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

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

- 2. Scope of Use.** AASC is hosting the Event, to take place July 7, 2025 – July 22, 2025 ("Event Dates") at Ford Lake Park ("Park"), with further details provided in the attached Schedule, incorporated as part of this Agreement. The parties agree to the following scope:
 - 2.1. Exclusive Commercial Event Use.** AASC shall have exclusive commercial use of the Park and the TWP shall not allow other commercial events in the Park during the Event Dates. The TWP may allow other events in the Park only after receiving written agreement from AASC. Such exclusive use does not include use by the general public.

 - 2.2. Priority Use of Park Spaces & Facilities.** AASC shall have priority use of parking spaces, open onsite administrative buildings, lake access points, and Park space, with specific spaces and facilities agreed upon by AASC and the TWP.

 - 2.3. Right of Inspection.** The TWP shall have the right to inspect its facilities being used by AASC. AASC shall be responsible for ensuring that all Event sponsor activities follow TWP Park rules and guidelines.

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

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

3. Rental Fees and Expenses

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

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

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

4. Obligations of AASC

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

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

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

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

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

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

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

5. Obligations of the TWP

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

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

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

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

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

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

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

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

6. Term and Termination

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

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

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

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

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

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

7. Cancellation / Rescheduling of Event

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

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

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

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

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

9. Warranties, Indemnity and Insurance

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

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

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

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

The wording on the policy *MUST* read:

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

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

10. General Provisions

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

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

For the AASC:

For the TWP:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule

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

2025 Rowfest Schedule – Subject to change due to weather conditions

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

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

Monday July 7-

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

Tuesday, July 8th –

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

Wednesday, July 9th

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

Thursday, July 10th

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

Friday, July 11

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

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

Saturday, July 12-Saturday, July 19

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

Sunday, July 13

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

Monday, July 14

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

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

Tuesday- July 15th

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

Wednesday, July 16th

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

Thursday, July 17th

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

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

Friday, July 18

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

Saturday, July 19th

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

8pm – US Rowing Departure

5:00pm-8:00pm – Trailers Leaving

Trash assistance needed

Sunday, July 20

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

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

Monday, July 21

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

Tuesday, July 22

- Continued course taken down on water

Facility Use Agreement

Ann Arbor Sports Commission – EMU – Ford Lake Cup

Date of Agreement: March 21, 2025

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

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

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

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

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

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

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

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

3. Rental Fees and Expenses

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

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

4. Obligations of AASC

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

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

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

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

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

5. Obligations of the TWP

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

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

5.3. Equipment and Technology. The TWP shall allow AASC to bring in equipment and technology to allow for wifi access onsite.

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

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

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

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

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

6. Term and Termination

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

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

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

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

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

7. Cancellation / Rescheduling of Event

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

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

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

9. Warranties, Indemnity and Insurance

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

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

9.2. Indemnification.

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

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

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

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

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

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

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

The wording on the policy *MUST* read:

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

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

10. General Provisions

- 10.1. Assignment and Delegation:** Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 10.2. Confidentiality.** The Parties acknowledge that the contents of this Agreement are confidential and agree, unless disclosure is required by law, court order or subpoena, to take whatever measures are reasonably necessary to preserve such confidentiality. The duties of the Parties hereunder shall survive the expiration or earlier termination of this Agreement.
- 10.3. Relationship of the Parties.** The Parties shall be independent contractors pursuant to this Agreement. Nothing herein shall be construed to create a joint venture, agency, partnership, or other form of joint enterprise, employee, or fiduciary relationship between the Parties or an employer/employee or agency relationship. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.
- 10.4. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements, written or oral.
- 10.5. Amendments.** This Agreement may only be amended in writing and signed by both parties.

10.6. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

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

For the AASC:

For the TWP:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Supervisor
BRENDA L. STUMBO
Clerk
DEBRA A. SWANSON
Treasurer
STAN ELDRIDGE
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 15, 2025 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	844,055.82
HAND CHECKS -	\$	89,605.03
CREDIT CARD PURCHASES-	\$	<u>12,939.24</u>
GRAND TOTAL -	\$	946,600.09

Clarity Health Care Deductible –

ACH EFT –	\$76,809.04 (MARCH)
ADMIN FEE -	\$ 1,674.85 (MARCH)

A/P Checks

Check Date	Check	Vendor Name	Description	Amount
Bank AP AP				
04/15/2025	199683	A DESIGN LINE	TWP APPAREL	1,726.74
04/15/2025	199684	AAATA	DEL PP TAXES	77.21
04/15/2025	199685	ALL PRO EXERCISE	PREVENTATIVE MAINTENANCE RETURN VISIT - PREVENTATIVE MAINTENANCE RETURN VISIT &	207.96 296.06
				<hr/>
				504.02
04/15/2025	199686	ALLGRAPHICS CORPORATION	ADDITION SAFETY SHIRTS AND HYDRO POLOS	394.80
04/15/2025	199687	AMAZON CAPITAL SERVICES	COUNTER DISPLAY FOR SEEDS/STICKERS COUNTER DISPLAY FOR SEEDS/STICKERS - COM REPLACEMENT LIGHTS FOR STATION 3 OFFICE SUPPLIES SAMSONITE COMPUTER BACKPACK SMAL FIRST AID KITS FOR GATE HOUSES AND SENIOR ITEMS AND BUILDING UPGRADES OFFICE SUPPLIES - ENV SEALERS & CLOCK WORKDONE 12-PACK - 3.5" HARD DRIVE CADDY PHILIPS ALTO LIGHTBULBS	23.74 23.74 182.73 129.50 63.74 87.96 831.88 32.24 379.80 117.05
				<hr/>
				1,872.38
04/15/2025	199688	AMERIGAS - YPSILANTI	LP Gas For Gate House PROPANE FOR COMPOST GATE HOUSE	310.59 263.83
				<hr/>
				574.42
04/15/2025	199689	ANN ARBOR CLEANING SUPPLY	OPERATING SUPPLIES FOR GOLF MAINTENANCE	761.48
04/15/2025	199690	APPLIED INNOVATION	CONTRACT INVOICE	100.67
04/15/2025	199691	AUTO VALUE YPSILANTI	Fuel Lines for Screener TIRE REPAIR KIT PERFECT VIEW WIPER BLADES FOR VEHICLE #7	78.50 9.08 34.76
				<hr/>
				122.34
04/15/2025	199692	B-BALL SKILLS LLC	PAY OUT FOR B-BALL SKILLS 3/20-4/2	1,439.25
04/15/2025	199693	BARR ENGINEERING COMPANY	PROFESSIONAL SERVICES FROM 2/21 2025 TO	2,128.00
04/15/2025	199694	BELFOR USA GROUP INC	FORD LAKE PARK WATER DAMAGE MITIGATION	3,716.63
04/15/2025	199695	BOUND TREE MEDICAL, LLC.	GLOVES FOR ALL TRUCKS/STATIONS	989.50
04/15/2025	199696	BRAUN CONSRTUCTION GROUP, INC	IT ROOM RENOVATION PROJECT 14B D COURT RENOVATION	10,091.03 467,188.25
				<hr/>
				477,279.28
04/15/2025	199697	BRIDGESTONE GOLF INC	BRIDGESTONE GOLF BALLS AND HATS FOR RESA	29.35
04/15/2025	199698	BRITTNEY WIMBERLY	PAYMENT FOR BASKETBALL OFFICIATED 3/22 4	80.00
04/15/2025	199699	CALLAWAY GOLF SALES COMPANY	CALLAWAY GOILF BALLS AND CAPS FOR RESALE	36.48
04/15/2025	199700	CARTER LUMBER COMPANY	PARK MAINTENANCE - FENCE POSTS (INV#2300 PARK MAINTENANCE - DOCK SUPPLIES (INV#23	1,049.70 401.28
				<hr/>
				1,450.98
04/15/2025	199701	CDW GOVERNMENT INC	PNY NVIDIA T1000 WD PURPLE PRO WD181PURP STORAGE SERVER HARD DRIVES	693.64 8,986.12 1,907.94

Check Date	Check	Vendor Name	Description	Amount
				11,587.70
04/15/2025	199702	CHEP USA	REFUND FOR DELINQUENT PERSONAL PROPERTY	97.13
04/15/2025	199703	COMMUNITY PUBLISHING & MARKETING	2025 SPRING/SUMMER REC GUIDE PUBLICATION	9,000.00
04/15/2025	199704	CRYSTAL FLASH, INC.	FUEL FOR HQ - DIESEL	1,768.47
			FUEL FOR HQ - REGULAR	493.74
				<u>2,262.21</u>
04/15/2025	199705	CSI EMERGENCY APPARATUS, LLC	REMOVE AND REPLACE DOOR POWER DOOR LOCK	106.71
			Q-SIREN/REAR DOOR/DECK GUN	525.00
			REPAIR EXHAUST ON UNIT G	67.50
				<u>699.21</u>
04/15/2025	199706	DANCE WITH ELEGANCE	WINTER SESSION DROP-IN FEES	906.50
04/15/2025	199707	DANIELLE FIELHAUER	WINTER ZUMBA INSTRUCTION	252.00
04/15/2025	199708	DANTE WIMBERLY	PAYMENT FOR BASKETBALL OFFICIATED 3/22 4	80.00
04/15/2025	199709	DELUX RENTAL	RENTAL OF SNAKE FOR COMMUNITY CENTER 100	66.00
04/15/2025	199710	DETROIT LEGAL NEWS	ZBA ADS	50.00
			ZBA ADS	50.00
				<u>100.00</u>
04/15/2025	199711	DETROIT PUBLIC SAFETY FOUNDATION	REGISTRATION FOR FIRE INVESTIGATION TRAINING	700.00
04/15/2025	199712	DISPUTE RESOLUTION CENTER	YEARLY DUES	1,875.00
04/15/2025	199713	DOHYOUN LEE	PAYMENT FOR YOUTH TENNIS LESSONS 3/22	40.00
04/15/2025	199714	ELECTRICAL INDUSTRIES INC.	REFUND - PERMIT FEES #PE25-0103 DUPLICAT	75.00
04/15/2025	199715	EMERGENCY HEALTH PARTNERS	FIRE DISPATCHING SERVICES	11,194.80
04/15/2025	199716	FRAZA	FUEL PUMP FOR SCREENER	242.15
04/15/2025	199717	GLOBAL INDUSTRIAL EQUIPMENT COMPANY	SPILL MAGIC 3LB BOTTLE - COMM. CENTER	25.02
04/15/2025	199718	GRAINGER	PPE FOR EMPLOYEES	564.14
04/15/2025	199719	GREENER GOODS	24 X 36 A FRAME WITH 2 PANELS	325.00
04/15/2025	199720	HARTFORD STEAM BOILER INSPECTION	ROUTINE OIL TESTING ON TRANSFORMER- 2025	105.00
04/15/2025	199721	HENRY KLIBER	YOUTH BASKETBALL OFFICIATED 3/8-3/15 3 G	45.00
04/15/2025	199722	HOME DEPOT	BOLT SNAP FOR LEC FLAG POLE	4.87
			ADHESIVE FOR BLDG MAINT. AND LIGHT BULBS	101.88
			INSECT REPELLENT REPELLENT	31.88
				<u>138.63</u>
04/15/2025	199723	INFINITY FITNESS LLC	WINTER 2 STEPA AEROBICS INSTRUCTION	77.00
04/15/2025	199724	INFRASTRUCTURE ENGINEERING INC	TRAFFIC ENGINEERING SERVICES	20,508.97
04/15/2025	199725	JAMES RATLIFF	JAMES D. RATLIFF CONTRACTUAL INSPECTOR	1,150.00
04/15/2025	199726	JFR ARCHITECTS, PC	IT SERVER ROOM IMPROVEMENT	679.00
			DESIGN FOR COURT SECURITY RENOVATION	12,024.00
				<u>12,703.00</u>
04/15/2025	199727	JIBRIL NAEEM	MODERDAY MARTIAL ARTS PAYOUT	416.50
04/15/2025	199728	KAB ENTERPRISES, INC	BURNS PARK PLAYGROUND AND WALKWAY RENOVATION	7,949.85
			WEST WILLOW PARK PLAYGROUND AND WALKWAY	23,924.20
				<u>31,874.05</u>
04/15/2025	199729	KBK LANDSCAPING, INC	LEC SALTING - MARCH 2025	220.00
04/15/2025	199730	LAWRENCE HENDRICKS	PAYMENT FOR TENNIS LESSONS 2/22-3/22	135.00
04/15/2025	199731	LILLIAN HENSLEY	YOUTH DANCE INSTRUCTOR	48.00
04/15/2025	199732	LINDE GAS & EQUIPMENT INC	PROPANE FOR P&G HEATERS	77.16

Check Date	Check	Vendor Name	Description	Amount
04/15/2025	199733	LOOKING GOOD LAWNS	YTMOP-31925 ABATEMENT	535.00
04/15/2025	199734	LOWE'S	HARDWARE FOR WORK BENCH EXTENSION	42.50
04/15/2025	199735	MACQUEEN EMERGENCY GROUP	TESTING/INSPECTION/MAINTENANCE ON ALL HU	1,535.00
04/15/2025	199736	MCLAIN AND WINTERS	LEGAL SERVICES - MARCH 2025	157,460.12
04/15/2025	199737	MCMASTER-CARR	SUPPLIES	64.68
			FLOOR TAPE	74.00
				<u>138.68</u>
04/15/2025	199738	MENARDS, INC.	PARTS NEEDED TO RAISE ELECTRICAL CONDUIT	7.72
			KEY BOX & KEY HOLDER	74.95
				<u>82.67</u>
04/15/2025	199739	MICHIGAN LINEN SERVICE, INC.	LINEN SERVICE FOR STATION HQ	190.40
			LINEN SERVICE FOR STATION 3	86.26
			LINEN SERVICE FOR STATION 4	85.03
			LAUNDRY SERVICES FOR 2025 SEASON	24.00
			LINEN SERVICE FOR STATION HQ	190.40
			LINEN SERVICE FOR STATION 3	86.26
			LINEN SERVICE FOR STATION 4	85.03
			LAUNDRY SERVICES FOR 2025 SEASON	24.00
			LAUNDRY SERVICES FOR 2025 SEASON	24.00
				<u>795.38</u>
04/15/2025	199740	OKINAWAN KARATE CLUB	WINTER SESSION 2 PAYOUT	222.60
04/15/2025	199741	ORCHARD, HILTZ & MCCLIMENT INC	ENG CONST.CEILING FOR STATION 3	40.25
			BD BOND REFUND	1,268.00
				<u>1,308.25</u>
04/15/2025	199742	ORKIN LLC	MARCH 2025 VERMIN ABATEMENT - HULL & EDI	199.00
			MARCH 2025 VERMIN ABATEMENT - HULL & EDI	199.00
			VERMIN ABATEMENT ON GLENWOOD AVE	198.00
				<u>596.00</u>
04/15/2025	199743	PAIGE ROWLAND	DANCE INSTRUCTOR	96.00
04/15/2025	199744	PREMIER SAFETY & SERVICE	MAINTENANCE & REPAIR FOR FLOW TESTING	2,083.78
			MAINTENANCE & REPAIR	1,225.93
			FALL PROTECTION SYSTEMS FOR HYDRO AND CO	28,925.70
				<u>32,235.41</u>
04/15/2025	199745	PRIORITY ONE EMERGENCY	TEX TROP BLUE	84.99
			S/S STORM SIZE L	97.98
				<u>182.97</u>
04/15/2025	199746	RHETT REYES	RECOVERY COURT PAYROLL	2,096.25
04/15/2025	199747	RICH DECISIONS PROFESSIONAL DETAIL	AUTO DETAILING OF BLDG OPSTWP VEHICLES	290.00
04/15/2025	199748	ROBERT ACTON	ROBERT ACTON CONTRACTUAL INSPECTIONS 03.	200.00
04/15/2025	199749	RUBBER STAMPS UNLIMITED INC	NOTARY STAMP FOR LAURIE LUTOMSKI	27.20
04/15/2025	199750	SAM'S CLUB DIRECT	OPERATING SUPPLIES FOR ALL STATIONS	336.64
			OPERATING SUPPLIES AND FOOD AND BEVERAGE	261.77
			SENIOR COFFEE SUPPLIES	108.28

04/07/2025 02:46 PM
 User: lstanfield
 DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
 CHECK NUMBERS 199683 - 199776

Check Date	Check	Vendor Name	Description	Amount
			SNACKS COMMUNITY CENTER CONCESSIONS	154.10
				<u>860.79</u>
04/15/2025	199751	SAXON INC.	BUSINESS CARDS FOR STAFF	188.38
04/15/2025	199752	SERVERMONKEY.COM LLC	POWEREDGE R750 SERVER CHASSIS	13,221.51
04/15/2025	199753	SPARTAN DISTRIBUTORS	MISC REPAIR PARTS FOR TORO MOWERS	1,058.44
			LINK ASSEMBLY KITS AND TIRE ASM FOAM FIL	1,118.30
				<u>2,176.74</u>
04/15/2025	199754	SPICER GROUP	APPLERIDGE PARK IMPROVEMENTS	1,618.25
			FORD HERITAGE PARK BATHROOM SITE WORK CO	3,000.00
			LAKESIDE PARK SITE WORK CONSTRUCTION ENG	1,300.00
			BURNS PARK WALKWAY AND PLAYGROUND REPAIR	675.00
				<u>6,593.25</u>
04/15/2025	199755	STADIUM TROPHY	WINTER BASKETBALL MEDALS	336.25
04/15/2025	199756	STEPHEN BROWN	Steve Brown Contractual Insp 03.17.2025	1,300.00
04/15/2025	199757	TARGET SPECIALTY PRODUCTS	COURSE SUPPLIES - CUPS, PINS, LEVEL LAWN	663.20
04/15/2025	199758	TAYLOR MADE GOLF COMPANY	TAYLOR MADE APRIL SPECIALTY PIX GOLF BAL	268.70
04/15/2025	199759	TEAM GOLF	POKER CHIPS, DIVOT TOOLS, AND BALL MARKE	671.60
04/15/2025	199760	THE SWEATSHOP CUSTOM EMBROIDERY	STAFF PROMOTION CLOTHING	412.00
04/15/2025	199761	TNT TREE SERVICE INC	CHAINSAW TRAINING	400.00
04/15/2025	199762	VELOCITY EHS	ANNUAL RENEWAL FOR MSDS WEB HOSTING	1,192.36
04/15/2025	199763	WASHTENAW COMMUNITY COLLEGE#	DEL PP TAXES	109.11
04/15/2025	199764	WASHTENAW COUNTY TREASURER	DEL PP TAXES	1,193.91
04/15/2025	199765	WASHTENAW COUNTY TREASURER	TRAILER FEES JAN-MARCH 2025	9,062.50
04/15/2025	199766	WASHTENAW INTERMEDIATE	DEL PP TAXES	178.51
04/15/2025	199767	WEST BEND INSURANCE COMPANY	NOTARY BOND FOR LAURIE LUTOMSKI	55.00
			NOTARY BOND FOR ELIZABETH REYHER	55.00
				<u>110.00</u>
04/15/2025	199768	WEX BANK	WEX CREDIT CARD CHARGES ENDING MARCH 202	1,410.03
04/15/2025	199769	WILLIAM KLIBER IV	BASKETBALL OFFICIATED 3/8-3/22 6 GAMES	90.00
04/15/2025	199770	WITMER PUBLIC SAFELY GROUP, INC	NEW HELMETS AND SHIELDS FOR FF'S	647.99
04/15/2025	199771	WOLVERINE CRANE	ANNUAL OSHA INSPECTION	240.17
04/15/2025	199772	YAMAHA GOLF CARS PLUS	2025 ANNUAL GOLF CART MAINT.	2,984.25
04/15/2025	199773	YPSILANTI ACE HARDWARE	FLAP VALVE KIT	18.99
04/15/2025	199774	YPSILANTI COMMUNITY SCHOOLS - WR	DEL PP TAXES	83.63
04/15/2025	199775	YPSILANTI COMMUNITY SCHOOLS - YP	DEL PP TAXES	352.88
04/15/2025	199776	YPSILANTI DISTRICT LIBRARY	DEL PP TAXES	571.34

AP TOTALS:

Total of 94 Checks:	844,055.82
Less 0 Void Checks:	0.00
Total of 94 Disbursements:	<u>844,055.82</u>

Hand Checks

Check Date	Check	Vendor Name	Description	Amount
Bank AP AP				
03/27/2025	199665	JUDITH SORENSEN	FINAL FIRE RELEASE - 3110 SOUTHLAWN	13,835.00
03/27/2025	199666	DTE ENERGY	GAS & ELECTRIC INVOICES	24,694.55
03/27/2025	199667	RHETT REYES	RECOVERY COURT PAYROLL	1,048.13
03/27/2025	199668	LIFE AFTER INCARCERATION	LAITR COMMUNITY BEAUTIFICATION SERVICES	12,600.00
03/31/2025	199669	ANDREW MIARS	PAYROLL SERVICES 3/19 3/20 2025	303.75
03/31/2025	199670	CONSTELLATION NEW ENERGY	ACCOUNT #BG-301569	15,436.37
03/31/2025	199671	YAMAHA MOTOR FINANCE CORPORATION	PROPERTY TAX	1,793.74
03/31/2025	199672	YPSILANTI COMMUNITY	ACCT. #4-037-360100-01	294.23
			ACCT. #4-037-360200-01	385.80
			ACCT. #4-074-535400-01	192.13
			ACCT. #4-083-487600-01	295.83
			ACCT. #4-085-789900-01	240.03
			ACCT. #4-085-803450-01	295.00
			ACCT. #4-087-560100-01	408.48
			ACCT. #4-087-560150-01	323.75
			ACCT. #4-087-560200-01	50.98
			ACCT. #4-070-428255-01	324.68
			ACCT. #4-085-803600-02	300.90
			ACCT. #2-085-799000-01	627.55
			ACCT. #2-085-789820-01	227.55
				<u>3,966.91</u>
04/01/2025	199673	COMCAST	ACCT. #8529 10 234 0124352	123.26
04/01/2025	199674	COMCAST	ACCT. #8529 10234 0884997	158.90
04/01/2025	199675	DTE ENERGY	GAS & ELECTRIC INVOICES	17.65
			GAS & ELECTRIC INVOICES	2,672.51
				<u>2,690.16</u>
04/01/2025	199676	HOME DEPOT	ACCT. #6035 3225 0163 9862	218.00
			ACCT. #6035 3225 0163 9862	217.94
			ACCT. #6035 3225 0163 9862	109.00
			ACCT. #6035 3225 0163 9862	837.70
			ACCT. #6035 3225 0163 9862	126.69
			ACCT. #6035 3225 0163 9862	134.89
			ACCT. #6035 3225 0163 9862	38.57
			ACCT. #6035 3225 0163 9862	6.96
				<u>1,689.75</u>
04/01/2025	199677	STANDARD INSURANCE COMPANY	LIFE & DISABILITY -	6,001.76
04/01/2025	199678	YPSILANTI COMMUNITY	ACCT. #2-044-523700-01	133.50
			ACCT. #2-037-360000-01	149.60
			ACCT. #2-060-771600-01	43.41
				<u>326.51</u>
04/01/2025	199679	GENE BUTMAN FORD	OIL CHANGE & TIRES FOR CHIEF'S VEHICLE	2,338.05
			SERVICE FOR FM VEHICLE	378.19
				<u>2,716.24</u>
04/02/2025	199680	MICHIGAN TOWNSHIPS ASSOCIATION	RENEWAL OF PREMIUM PASS TRAINING FOR ALL	1,900.00
04/02/2025	199681	BRITTNEY WIMBERLY	PAYMENT FOR BASKETBALL OFFICIATED 3/8-3/	160.00
04/02/2025	199682	DANTE WIMBERLY	BASKETBALL OFFICIATED 3/8-3/15 8 GAMES	160.00
				<u>160.00</u>

04/07/2025 02:55 PM
User: lstanfield
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 199665 - 199682

Check Date	Check	Vendor Name	Description	Amount
AP TOTALS:				
Total of 18 Checks:				89,605.03
Less 0 Void Checks:				0.00
Total of 18 Disbursements:				<u>89,605.03</u>

04/07/2025 03:38 PM
 User: lstanfield
 DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
 CHECK NUMBERS 119 - 120

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank CARDS COMERICA COMMERCIAL CARD					
04/15/2025	119(E)	COMERICA BANK	GORDON FOOD SERVICE INC.	BLACK HISTORY MONTH REFRESHMEN	75.38
			GORDON FOOD SERVICE INC.	OPERATING SUPPLIES AND BEVERAG	40.98
			GORDON FOOD SERVICE INC.	OPERATING SUPPLIES FOR FLP (IN	10.36
			GORDON FOOD SERVICE INC.	OPERATING SUPPLIES AND FOOD AN	598.98
			UNITED STATES POST OFFICE	PASSPORT POSTAGE FOR WEEK OF F	96.40
			UNITED STATES POST OFFICE	PASSPORT POSTAGE FOR WEEK OF F	67.20
			UNITED STATES POST OFFICE	PASSPORT POSTAGE FOR WEEK OF F	92.40
			UNITED STATES POST OFFICE	PASSPORT POSTAGE FOR WEEK OF M	121.60
			UNITED STATES POST OFFICE	PASSPORT POSTAGE FOR WEEK OF M	270.40
			NATIONAL RECREATION & PARK	CERTIFIED PLAYGROUND SAFETY IN	309.51
			MIAM	ANNUAL MEMBERSHIP DUES FOR MAR	100.00
			MIAM	MIAM SPRING CONFERENCE FOR M.	425.00
			WEISSMAN'S	INVOICE 259687724	233.32
			TRACTOR SUPPLY COMPANY	ELECTRIC FENCE ENERGIZER (BIRD	137.79
			AMWAY GRAND HOTEL	4 ROOMS FOR CONFERENCE	1,524.60
			SOARING EAGLE CASINO & RESORT	HOTEL FOR S. WALLGREEN (WINTER	516.99
			SOARING EAGLE CASINO & RESORT	HOTEL FOR S.DENSMORE (WINTER E	516.99
			AMERICAN FLAGS.COM	U.S. FLAGS - CIVIC	283.93
			BAYLY INC	CHIEF CAP	177.95
			FASTSPRINGS	JOOMSHAPER RENEWAL	83.74
			HALL OF FAME DANCE CHALLENGE,	SPRING DANCE COMPETITION	1,519.44
			ICC CDS, LLC	2021 MICHIGAN BUILDING, ENERGY	3,109.63
			JAM SOFTWARE	TREESIZE PROFESSIONAL	94.42
			METRO INSTITUTE	PESTICIDE TESTING FOR NICHOLAS	110.00
			NAMECHEAP INC	CERT RENEWAL	34.95
			PACK N PARCEL	GROUND SHIPPING FOR OIL TEST T	21.22
			SANGOMA TECHNOLOGIES	FREPBX RENEWALS	1,479.74
			SCREENCONNECT SOFTWARE LLC	ANNUAL SCREENCONNECT RENEWAL	811.32
			TRANSUNION RISK & ALTERNATIVE	MONTHLY SUBSCRIPTION FEES FOR	75.00
					<u>12,939.24</u>
CARDS TOTALS:					
Total of 1 Checks:					12,939.24
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					<u>12,939.24</u>

Credit Cards

TREASURER'S REPORT

The Treasurer's Report will be distributed at the meeting



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE TREASURER —

**MONTHLY TREASURER'S REPORT
STAN ELDRIDGE
MARCH 1, 2025 - MARCH 31, 2025**

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	9,206,509.58	2,568,938.81	2,860,234.65	8,915,213.74
101 - Payroll	209,226.50	786,913.31	779,362.46	216,777.35
101 - Willow Run Escrow	146,929.25	49.91	0.00	146,979.16
206 - Fire Department	1,979,197.02	664,724.80	444,883.08	2,199,038.74
208 - Parks Fund	14,176.11	48.61	484.43	13,740.29
213 - Roads/Bike Path/Rec/General Fund	1,059,941.31	34,710.45	374,268.45	720,383.31
216 - Fire Pension & OPEB Millage Fund	39,998.18	9,041.73	0.00	49,039.91
217 - Fire Special Millage Capital Fund	162,734.28	572.17	0.00	163,306.45
226 - Environmental Services	1,477,849.95	42,597.73	270,873.29	1,249,574.39
230 - Recreation	40,187.90	289,191.87	161,661.83	167,717.94
236 - 14-B District Court	90,077.69	76,680.81	126,591.92	40,166.58
244 - Economic Development	79,361.13	279.50	0.00	79,640.63
249 - Building Department Fund	1,454,954.59	56,257.16	61,154.10	1,450,057.65
250 - LDFA Tax	23,357.66	82.03	0.00	23,439.69
252 - Hydro Station Fund	1,268,618.66	41,742.34	37,473.66	1,272,887.34
266 - Law Enforcement Fund	11,753,822.62	251,164.78	789,763.63	11,215,223.77
284 - Opioid Settlement Fund	56,238.68	197.47	0.00	56,436.15
287 - Nuisance Abatement Fund	39,258.89	402.78	545.00	39,116.67
398 - LDFA 2006 Bonds	3,018.41	10.13	0.00	3,028.54
584 - Green Oaks Golf Course	279,463.79	58,396.15	88,476.22	249,383.72
597 - Compost Site	793,248.62	7,745.53	32,624.35	768,369.80
661 - Motor Pool	415,624.73	1,474.01	6,906.35	410,192.39
702 - General Tax Collection	90,353.54	9,345.80	0.00	99,699.34
703 - Current Tax Collections	26,815,134.64	151,870.92	251,063.33	26,715,942.23
707 - Bonds & Escrow/GreenTop	1,401,469.92	1,873.08	13,265.50	1,390,077.50
708 - Fire Withholding Bonds	88,381.99	13,860.62	27,670.00	74,572.61
GRAND TOTAL	58,989,135.64	5,068,172.50	6,327,302.25	57,730,005.89

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

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: Ypsilanti Township Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: April 8, 2025

RE: Request to approve new Carlisle Wortman contract for Planning Consultant Services in the amount of \$15,700 per month, paid from 101-703-801.000

The Supervisor's Office is requesting a modification to the current Carlisle Wortman contract for consultant services. This contract was originally approved by the Board of Trustees at the February 6, 2024 meeting. They have sent a new proposal for consultant Sally Elmiger to be in the office three days a week, increased from the original two days a week. This increase is due to the vacancy in the Planning Department due to the resignation of the Planning and Development Coordinator.

No budget amendment is needed due to the vacancies in the department. The original contract was \$9,400 monthly retainer. The proposal increases to a \$15,700 monthly retainer, paid from line 101-703-801.000. This would include both Sally and Ben Carlisle's hours. The Planning Director position has been posted and will remain open until April 27.

Thank you for your consideration.



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

March 25, 2025

Brenda Stumbo
Township Supervisor
Charter Township of Ypsilanti
Tilden R. Stumbo Civic Center
7200 South Huron River Drive
Ypsilanti, Michigan 48197

RE: Planning Department Support Proposal

Supervisor Stumbo,

Carlisle|Wortman Associates (CWA) is proud of our 9-year partnership with the Township. Over the last 9 years, CWA has provided continuity assisting in various planning matters, including zoning ordinance updates, master planning, development review, department staffing, Planning Commission staffing, and planning projects for the Township.

Recently the Township has experienced some staffing losses, and we all acknowledge this is a critical time in the planning and development future of Ypsilanti Township. As such, the Township has asked us to provide a proposal to provide comprehensive planning services to the Township Planning Department. A continuity in the Planning Department will ensure consistency in Township planning efforts.

Sally Elmiger will serve as the overall project manager and will be the primary point person for day-to-day continuity. In addition, we would provide Grayson Moore, on an hourly basis as needed to provide zoning administration. Ben Carlisle is available to assist as needed for any technical matters. Other personnel may be brought on based on experience and need.

As always we can amend or edit these proposals based on Township direction. We look forward to discussing this with you in person.

Sincerely,

CARLISLE/WORTMAN ASSOC., INC
Benjamin R. Carlisle, AICP, LEED AP
President

CARLISLE/WORTMAN ASSOC., INC.
Sally M. Elmiger, AICP, LEED AP
Principal

Monthly Retainer

We will provide onsite and offsite services as requested and manage planning functions for the Township. Our proposal includes three full days a week of in office support. Duties at the Township Offices may include but are not limited to the following:

1. 3 full days of office coverage
 - a. Sally Elmiger 3 days a week.
2. Manage zoning administration including managing existing staff.
3. Staff the Planning Commission, and Zoning Board of Appeals.
4. Attendance at all Thursday development team meetings.
5. Assist residents and potential applicants with zoning and planning questions by appointment, as needed.
6. Advise staff with public hearing and legal notices for rezoning, Ordinance amendments, and conditional land uses.
7. Assist applicants in completing and filing applications for ZBA, rezoning, site plans, etc. by telephone consultation and/or appointment, as needed.
8. Assist staff with PC and ZBA agendas and notices.
9. Review all commercial, industrial, and multi-family zoning compliance applications including final site inspections.
10. Review of all land division applications.
11. Attendance at all pre-application meetings.
12. Other duties as assigned.
13. Unlimited phone call and email consultation between our Ann Arbor office and Township staff, developers, and residents on all planning, zoning, and land use issues.

	2025 Rates	2026 Rates	2027 Rates
Monthly Retainer With office hours (3 full days of coverage)	\$15,700	\$16,500	\$17,400

Additional Coverage

There will be time when additional zoning administration and other duties are necessary. We propose that Grayson Moore would assist Sally on an as needed basis and charge at an hourly rate.

Meetings

Any additional meetings including Township Board, Planning Commission and ZBA attended by the Consultant outside of assigned office hours will be billed by the agreed upon hourly rate.

Development Reviews

As needed, we will provide development review for all site plans, special land use requests, rezoning, etc. Reviews will be transmitted to the Township in a timely fashion (ideally one (1) week prior to the

scheduled meeting) to allow the Planning Commission ample time to review the information. We will be available to attend Township Planning Commission meetings to explain our review comments and to provide general assistance and consultation to the Planning Commission.

Development review (site plans, subdivision plats, rezoning, etc.) is performed in accordance with a pre-agreed fee schedule. This schedule is established so that applicants, not the general fund, can be charged the appropriate review fees by means of a set fee schedule as developed by the Township.

Hourly Charge

Occasionally tasks assigned fall outside of the above tasks. In those cases, our current hourly rate schedule is as follows:

Position			
	2025	2026	2027
	2 Year	3 Year	4 Year
President	\$165/hr.	\$170/hr.	\$175/hr.
Principal	\$155/hr.	\$160/hr.	\$165/hr.
Senior Associate	\$140/hr.	\$145/hr.	\$150/hr.
Planner/Landscape Architect	\$120/hr.	\$125/hr.	\$130/hr.
GIS Technician	\$105/hr.	\$110/hr.	\$115/hr.
Support Staff	\$90/hr.	\$95/hr.	\$100/hr.
Expenses (photocopies, prints, maps, etc.)	(+ 20%)	(+ 20%)	(+ 20%)

*As noted, each of the hourly rates will increase on **January 1st** of each year based on the above schedule.



Memorandum

To: Ypsilanti Township Board of Trustees

From: Sally M. Elmiger, Township Planning Consultant

Re: **Request to update the Kroger signage package, as illustrated on the State II Final Planned Development Site Plan for the Paint Creek Crossing Shopping Center, located at 2010 Whittaker Road (K-11-21-200-040).**

Date: April 1, 2025

The Stage II Final Planned Development (PD) Site Plan for the Paint Creek Crossing shopping center was approved on July 29, 2002. A component of the Final PD Site Plan included the sign package for the Kroger store. Kroger's representative (Allied Signs, Inc.) has applied for revisions to the sign package to rebrand the store with updated signage, replacing approximately 304 square feet of existing signs with approximately 452 square feet of new signs.

Per Sec. 618, *Administrative Revisions to Approved PD Plans*, in the Zoning Ordinance, the Zoning Administrator has the authority to approve minor changes to an approved PD site plan. However, major changes require review by the Planning Commission and Township Board. The proposed signs exceed the threshold for minor administrative approval and constitute a major amendment to the Final PD Site Plan, thus requiring Planning Commission and Township Board review and approval.

At their March 11, 2025, meeting, the Planning Commission recommended approval of the amended sign package and modification to the Final PD Site Plan to the Township Board, as reflected in the attached minutes.

The enclosed packet includes the following components:

1. Planning Commission meeting minutes and recommendation 3/11/2025
2. Planning Department Staff Report 2/18/2025
3. Site Plan Review Application 1/23/2025

**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION MEETING
Tuesday, March 11, 2025
6:30 pm**

COMMISSIONERS PRESENT

Elizabeth El-Assadi
Gloria Peterson
Larry Doe
Daryl Kirby
Amy Kehrer

STAFF AND CONSULTANTS

Sally Elmiger - Carlisle Wortman
Dennis McLain – Township Attorney

• **CALL TO ORDER/ESTABLISH QUORUM**

MOTION: Ms. El-Assadi called the meeting to order at 6:30 pm.

• **APPROVAL OF FEBRUARY 25, 2025, REGULAR MEETING MINUTES**

MOTION: Mr. Doe **MOVED** to approve the February 25, 2025, regular meeting minutes. The **MOTION** was **SECONDED** by Mr. Kirby and **PASSED** by unanimous consent.

• **APPROVAL OF AGENDA**

MOTION: Ms. Peterson **MOVED** to approve the agenda as presented. The **MOTION** was **SECONDED** by Mr. Doe and **PASSED** by unanimous consent.

• **PUBLIC HEARINGS**

A. **CONDITIONAL REZONING – THE WASHTENAW PACE INC. / BRIO LIVING SERVICES – 2940 ELLSWORTH ROAD – PARCEL K-11-07-300-075 – TO CONSIDER A CONDITIONAL REZONING REQUEST APPLICATION TO REZONE 2940 ELLSWORTH ROAD FROM R-4, ONE-FAMILY RESIDENTIAL DISTRICT TO RM-MD, MULTIPLE FAMILY MEDIUM DENSITY**

DISTRICT TO PERMIT THE CONSTRUCTION OF A 3-STORY SENIOR ASSISTED AND/OR INDEPENDENT LIVING FACILITY ON THE VACANT PORTION OF THIS 6.4-ACRE SITE.

PUBLIC HEARING OPENED AT 7:03 PM

Resident asked question regarding taxes in comparison to this project

PUBLIC HEARING ENDED AT 7:07 PM

MOTION: Ms. Peterson **MOVED** to recommend approval to the Township Board with the condition of a Certificate of Occupancy to be obtained by/within 4 years of approval; if Certificate of Occupancy is not obtained within that timeframe, the applicant will return to the Township Board to request an extension.

The **MOTION** was **SECONDED** by Mr. Doe.

Roll Call Vote: Mr. Doe (Yes); Ms. El-Assadi (Yes); Mr. Kirby (Yes); Ms. Peterson (Yes); Ms. Kehrer (Yes).

MOTION PASSED.

- **OLD BUSINESS**

None

- **NEW BUSINESS**

A. **CONDITIONAL REZONING** – THE WASHTENAW PACE INC./BRIO LIVING SERVICES – 2940 ELLSWORTH ROAD – PARCEL K-11-07-300-075 – TO CONSIDER A CONDITIONAL REZONING REQUEST APPLICATION TO REZONE 2940 ELLSWORTH ROAD FROM R-4, ONE-FAMILY RESIDENTIAL DISTRICT TO RM-MD, MULTIPLE FAMILY MEDIUM DENSITY DISTRICT TO PERMIT THE CONSTRUCTION OF A 3-STORY SENIOR ASSISTED AND/OR INDEPENDENT LIVING FACILITY ON THE VACANT PORTION OF THIS 6.4-ACRE SITE.

The Planning Commission noted that they considered this request and made their decision as part of the Public Hearing agenda item, as described above.

B. MAJOR PD CHANGE – ALLIED SIGNS, INC. – 2010 WHITTAKER ROAD – PARCEL K-11 21-200-040 – TO CONSIDER PROPOSED AMENDMENTS TO THE KROGER SIGN PACKAGE ILLUSTRATED ON THE FINAL PLANNED DEVELOPMENT (PD) SIGN PLAN FOR THE PAINT CREEK CROSSINGS SHOPPING CENTER.

MOTION: Ms. Peterson **MOVED** to recommend approval to the Township Board

The **MOTION** was **SECONDED** by Mr. Kirby.

Roll Call Vote: Mr. Doe (Yes); Ms. El-Assadi (Yes); Mr. Kirby (Yes); Ms. Peterson (Yes); Ms. Kehrer (Yes).

MOTION PASSED.

- **OPEN DISCUSSIONS FOR ISSUES NOT ON AGENDA**

- **Correspondence Received**

None to Report.

- **Planning Commission members**

None to Report.

- **Members of the audience**

None to Report.

- **TOWNSHIP BOARD REPRESENTATIVE REPORT**

None to Report.

- **ZONING BOARD OF APPEALS REPRESENTATIVE REPORT**

None to Report

- **TOWNSHIP ATTORNEY REPORT**

None to Report

- **PLANNING DEPARTMENT REPORT**

None to Report

- **OTHER BUSINESS**

None to Report

- **ADJOURNMENT**

MOTION: Mr. Doe **MOVED** to adjourn at 7:38 pm. The **MOTION** was **SECONDED** by Ms. Kirby and **PASSED** by unanimous consent.

Respectively Submitted by

Lauren Doppke
Ypsilanti Township Staff Planner



**Staff Report
Kroger Sign Package
2010 Whittaker Road, Ypsilanti, MI 48197
Amendment to Approved PD Final Site Plan and Agreement**

February 18, 2025

Applicant: Allied Signs, Inc.

Project Name: Kroger Sign Package

Plan Date: 05-16-2024

Location: 2010 Whittaker Road, Ypsilanti, MI 48197 Parcel #K-11-21-200-040

Zoning: PD – Planned Development

Action Requested: Amendment to Final Planned Development Site Plan and Agreement

CASE LOCATION AND SUMMARY

The Office of Community Standards is in receipt of an application from Allied Signs, Inc. to amend the Kroger sign package that is illustrated on the Final Planned Development (PD) Site Plan for the Paint Creek Crossings Shopping Center. Allied Signs, Inc. is seeking authorization for the replacement of approximately 304 sq. ft. of existing Kroger signage for approximately 452.2 sq. ft. of new signage for an overall increase of approximately 148 sq. ft. of signage. The new signage is aligned with current franchise standards / logos for the Kroger Company.

SUBJECT SITE USE, MASTER PLAN, AND ZONING

This property is occupied by the Paint Creek Crossing Shopping Center which contains Kroger, Aubree's Pizzeria & Grill, Pet Supplies Plus, and several other businesses.

Master Plan: The Charter Township of Ypsilanti 2040 Master Plan designates this site for Township Core, a designation intended to be the central core of the township. This district includes the township governmental center of the Township Civic Center and the Ypsilanti District Library. Huron Street and the immediate area offer a mix of uses from multiple-family residential to commercial to clean light industrial. This shopping center aligns with the intent and goals of the Master Plan and provides residents with day-to-day services.

Zoning: The property is zoned PD, Planned Development.

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



**YPSILANTI
TOWNSHIP**
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton

Figure 1. Aerial of Subject Site and Vicinity



Source: MapWashtenaw (Image Capture 2024)

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



**YPSILANTI
 TOWNSHIP**
 — PLANNING & ZONING DEPARTMENT —

Trustees
 John Newman II
 Gloria Peterson
 Karen Lovejoy Roe
 LaResha Thornton

Figure 2. Street View of Subject Property



Source: Google Maps (April 2024 Capture)

Size of Subject Site:
 5.393 Acres

Current Use of Subject Site:
 Kroger Grocery Store

ADJACENT USES - ZONING AND MASTER PLAN

Direction	Use	Zoning	Master Plan
North	Commercial – Shopping Center	PD – Planned Development	Township Core
South	Commercial – Shopping Center	PD – Planned Development	Township Core
East	Residential	TC – Town Center	Township Core
West	Vacant	PD – Planned Development	Township Core



HISTORY OF PROJECT

On July 29, 2002, the Paint Creek Crossing PD Agreement was signed and executed, granting approval for the Stage II Final PD Site Plan.

APPLICANT'S REQUEST

The existing signs on the Kroger Building were originally approved as part of a Final PD Site Plan. The table below outlines the existing approved signage and the proposed changes:

Sign	Existing Approved Size	Proposed Size	Change
Michigan First Credit Union	13 sq. ft.	13 sq. ft.	No Change
Kroger Store Sign	110 sq. ft.	*240 sq. ft.	+ 130 sq. ft.
Starbucks Sign	50 sq. ft.	25 sq. ft.	- 25 sq. ft.
Pharmacy	50 sq. ft.	31.1 sq. ft.	- 18.9 sq. ft.
Pick-Up	N/A	63.1 sq. ft.	+ 63.1 sq. ft.
Pharmacy Drive-Thru	64 sq. ft.	80 sq. ft.	+ 16 sq. ft.
Food	17 sq. ft.	Sign Removed	- 17 sq. ft.
Total	304 sq. ft.	452.2 sq. ft.	+ 148.2 sq. ft.

*The sign sizing table provided by the applicant shows this sign to be 290.5 sq.ft. in area; however, using the dimensions provided on the plans for this sign, we calculate the size to be 240 sq.ft. in area.

APPROVAL PROCESS

Per Section 618 – *Administrative Revisions to Approved PD Plans*, the Zoning Administrator has the authority to approve minor changes to an approved PD site plan. However, major changes require review by the Planning Commission and Township Board. The proposed signs exceed the threshold for minor administrative changes and constitute a major amendment to the Final PD Plan. The reasons for this determination include:

- The size and height of the signs significantly alter the design of the approved PD Site Plan, which is not permissible as a minor alteration under Section 618(2).
- The request does not fall under any of the minor modifications outlined in Section 618(2)(A–Q), necessitating formal review by the Planning Commission and Township Board.

Given these factors, the requested signage must be reviewed as an amendment to the Final PD Site Plan in accordance with Section 618(3) – Major Changes.



ANALYSIS AND RECOMMENDATIONS

Article VI. – PD Planned Development Regulations, includes design standards by which to evaluate a PD proposal. Sec. 612, Signs, of the PUD ordinance simply states that commercial signs shall be approved as part of the Final PD.

The requested increase in signage is consistent with the objectives of the Township Core Master Plan designation and will significantly improve the visibility of the Kroger store from the road. Given the store's distance from Whittaker Road (approximately 315 feet) and a 45mph posted speed limit, the larger signage will enhance wayfinding, which is essential for traffic safety.

The Planning Commission is encouraged to thoroughly review the proposed amendment and provide a recommendation to the Township Board for final approval.

Any recommendation should include the following conditions:

1. The applicant shall work with the Township Planning Department and Township Board to formally amend the Final PD Plan and PD Agreement to incorporate the revised signage package, as detailed in the Planning Commission Packet.
2. The applicant shall submit a Building Permit Application, including sign plans stamped by a registered engineer licensed in the State of Michigan.



SUGGESTED MOTIONS:

Major Final PD Plan Modification – Kroger Sign Package

Suggested motions: The following suggested motions and conditions are provided to assist the Planning Commission in making the most appropriate motion for this application. The Commission may utilize, add or reject any conditions suggested herein, as they deem appropriate.

Motion to postpone:

*“I move to postpone the **Major Final PD Plan Modification** request to increase the sign package from approximately 304 s.f. to approximately 452 s.f. at the Kroger store in Paint Creek Crossing Shopping Center at the property located at 2010 Whittaker, Ypsilanti, MI 48197, Parcel K-11-21-200-040 to allow the applicant time to modify the proposal as discussed at tonight’s Planning Commission meeting.*

Motion to Approve:

*“I move to recommend approval to the Township Board for the **Major Final PD Plan Modification** request to increase the sign package from approximately 304 s.f. to approximately 452 s.f. at the Kroger store in Paint Creek Crossing Shopping Center at the property located at 2010 Whittaker, Ypsilanti, MI 48197, Parcel K-11-21-200-040, with the following conditions:*

- 1. The applicant shall work with the Township Planning Department and Township Board to formally amend the Final PD Plan and PD Agreement to incorporate the revised signage package, as detailed in the Planning Commission packet.*
- 2. The applicant shall submit a Building Permit Application, including sign plans stamped by a registered engineer, licensed in the State of Michigan.*
- 3. Any other conditions based upon Planning Commission discussion.*

Motion to Deny:

*“I move to recommend denial to the Township Board for the **Major Final PD Plan Modification** request to increase the sign package from approximately 304 s.f. to approximately 452 s.f. at the Kroger store in Paint Creek Crossing Shopping Center at the property located at 2010 Whittaker, Ypsilanti, MI 48197, Parcel K-11-21-200-040, due to the following reasons:”*

- 1. _____*
- 2. _____*

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



**YPSILANTI
TOWNSHIP**
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton

Respectfully submitted,

Fletcher Reyher

Fletcher Reyher, AICP
Planning and Development Coordinator
Charter Township of Ypsilanti Planning Department

ALLIED SIGNS INC.

January 21, 2025



RECEIVED
BY _____
JAN 23 2025
YPSILANTI TOWNSHIP
OCS

Charter Township of Ypsilanti
Attn: Office of Community Standards
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Kroger, 2010 Whittaker Rd.

Hi Lauren!

Enclosed you will find (1) Site Plan Review Application with (1) set of drawings and (1) check in the amount of \$1,500.00 for the application fee, for the above mentioned location.

Please let me know the date of the meeting so we may attend.

If you need anything else, please let me know. Thank you so much and have a blessed day!

Sincerely,

A handwritten signature in blue ink that reads "Kim Allard".

Kim Allard
kim@alliedsignsinc.com

Enclosures Check # 42614

SITE PLAN REVIEW APPLICATION

I. APPLICATION/DEVELOPMENT TYPE

Development:

- Subdivision
- Multi-family/Condominium
- Site Condominium
- Planned Development
- Non-residential

Application:

- Administrative Site Plan Review
- Sketch Site Plan Review
- Full Site Plan Review
- Revisions to approved plan
- Tentative Preliminary Plat
- Final Preliminary Plat
- Final Plat Process
- Stage I (for Planned Development)
- Stage II (for Planned Development)

RECEIVED
BY _____
JAN 23 2025
YPSILANTI TOWNSHIP
OCS

II. PROJECT LOCATION

Address: 2010 Whittaker Rd. City: Ypsilanti State: MI Zip: 48197
 Parcel ID #: K-11- 21-200-040 Zoning PD
 Lot Number: _____ Subdivision: _____
 Property dimensions: 403.80' x 599.69' Acreage: 5.393
 Name of project/Proposed development: Kroger
 Legal description of Property:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 21; THENCE N 01-39-27 W 367.32' ALONG THE WEST LINE OF OF SAID SECTION 21, THENCE N 88-34-54 E 490.97; THENCE N 74-51-50 W 116.79'; THENCE N 88-42-40 E 53.34' TO THE WESTERLY LINE OF WHITTAKER RD; THENCE N 01-04-40 E 546.48' ALONG SAID LINE TO POB, THENCE N 88-55-19 W 599.69' TO THE EASTERLY LINE OF DEAN DRIVE; THENCE N 01-04-40 E 403.80' ALONG SAID EASTERLY LINE; THENCE NORTHEASTERLY 342.58' ALONG THE ARC OF A 944.59' CURVE TO THE LEFT, WHOSE CHORD BEARS N 77-6-32 E 340.71'; THENCE N 68-40-44 E 20.89'; THENCE S 1-4-40 W 164.97'; THENCE S 88-22-20 E 249.74' TO THE WEST LINE OF WHITTAKER RD; THENCE S 01-04-40 W 329.04' TO THE POB. CONTAINING 5.40 AC, T3S-R7E, WASHTENAW COUNTY, MICHIGAN.

Describe Proposed Project (including buildings/ structures/ # units):

Kroger is going thru a reimage and would like to replace the following wall signs with new: Kroger, Starbucks, Pharmacy, add a Pick Up sign, replace Drive Thru with Pharmacy Drive Thru and replace the Exit and Enter signs on the drive thru canopy. Michigan First Credit Union sign is to remain as is.

III. APPLICANT INFORMATION

Applicant: Allied Signs, Inc. Phone: 586-791-7900
 Address: 33650 Giftos City: Clinton Twp. State: MI Zip: 48035
 Fax: 586-791-7788 Email: Kim@alliedsignsinc.com
Property owner (if different than applicant): Topvalco Inc. The Kroger Company Phone: 313-828-0638
 Address: 1014 Vine Street City: Cincinnati State: OH Zip: 45202
 Fax: _____ Email: Malachi.Mosley@kroger.com
Engineer: _____ Phone: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Fax: _____ Email: _____



**SITE PLAN REVIEW
 APPLICATION**

VI. SCHEDULE OF FEES

Preliminary Site Plan Review		
	Non-refundable fee	Refundable deposit
Full	\$500	Less than one (1) acre: \$2,000 One (1) acre to five acres: \$4,000 Over five (5) acres to ten (10) acres: \$5,500 Greater than ten (10) acres: \$5,500 + \$50 per acre over ten (10) acres
Sketch	\$500	Less than one (1) acre: \$1,500 One (1) acre to five acres: \$2,000 Over five (5) acres to ten (10) acres: \$2,500 Greater than ten (10) acres: 25,500 + \$50 per acre over ten (10) acres
Administrative	\$100	Less than one (1) acre: \$1,000 One (1) acre to five acres: \$1,200 Over five (5) acres to ten (10) acres: \$1,500 Greater than ten (10) acres: \$1,500 + \$50 per acre over ten (10) acres
Planned Development Stage I and Rezoning	\$1,500 + \$20 per acre	Less than one (1) acre: \$3,000 One (1) acre to five acres: \$4,000 Over five (5) acres to ten (10) acres: \$5,500 Greater than ten (10) acres: \$5,500 + \$50 per acre over ten (10) acres
Final Site Plan Review		
	Non-refundable fee	Refundable deposit
Full	\$500	Less than one (1) acre: \$3,000 One (1) acre to five acres: \$4,000 Over five (5) acres to ten (10) acres: \$5,500 Greater than ten (10) acres: \$5,500 + \$50 per acre over ten (10) acres
Sketch	\$500	Less than one (1) acre: \$1,500 One (1) acre to five acres: \$2,000 Over five (5) acres to ten (10) acres: \$2,500 Greater than ten (10) acres: \$2,500 + \$50 per acre over ten (10) acres
Administrative	\$100	Less than one (1) acre: \$1,000 One (1) acre to five acres: \$1,200 Over five (5) acres to ten (10) acres: \$1,500 Greater than ten (10) acres: \$1,500 + \$50 per acre over ten (10) acres
Planned Development Stage I and Rezoning	\$1,500 + \$20 per acre	Less than one (1) acre: \$3,000 One (1) acre to five acres: \$4,000 Over five (5) acres to ten (10) acres: \$5,500 Greater than ten (10) acres: \$5,500 + \$50 per acre over ten (10) acres

\$ 1500.00 FEE TOTAL

V. APPLICANT SIGNATURE


 Applicant Signature

Kim Allard
 Print Name

1/20/2025
 Date



Charter Township of Ypsilanti

Office of Community Standards

7200 S. Huron Drive, Ypsilanti, MI 48197

Phone: (734) 544-4000 ext. #1

Website: <https://ypsitownship.org>

**SITE PLAN REVIEW
APPLICATION**

Site Plan Review applications	
<input checked="" type="checkbox"/> The application is filled out in its entirety and includes the signature of the applicant and, if different than the applicant, the property owner.	<input type="checkbox"/> Proposed Plans
<input checked="" type="checkbox"/> Fees	<input type="checkbox"/> One (1) signed and sealed copies (24"x36") of the proposed plan
<input type="checkbox"/> Check made out to Ypsilanti Township with appropriate fees. <i>Please note: The same preliminary site plan review fee will be charged for each subsequent submittal</i>	<input type="checkbox"/> One (1) copy (11"x17") of the proposed plan
<input type="checkbox"/> Fees paid separately to Ypsilanti Community Utilities Authority	<input checked="" type="checkbox"/> One (1) PDF digital copy of the proposed plan
<input type="checkbox"/> Fees paid separately to Washtenaw County Road Commission and Water Resources Commissioner's Office	<input type="checkbox"/> All contents detailed on the next pages for administrative, sketch, and full site plans.
<input type="checkbox"/> Additional Documents:	
<input type="checkbox"/> Woodland Protection application or the No Tree Affidavit, if applicable	
<input type="checkbox"/> Traffic Impact Questionnaire	
<input type="checkbox"/> Appropriate application and plans submitted to the Washtenaw County Road Commission and Water Resources Commissioner's Office	



	Existing Size	Proposed Size	Difference
Michigan First Credit Union	Existing sign to remain 13.0 s.f.	13.0 s.f.	-0-
Kroger Store Sign	110.0 s.f.	240.0 s.f.*	+130.0 s.f.
Starbucks Sign	50.0 s.f.	25.0 s.f.	-25.0 s.f.
Pharmacy	50.0 s.f.	31.1 s.f.	-18.9 s.f.
Pick-Up	--	63.1 s.f.	+63.1 s.f.
Pharmacy Drive-Thru	64.0 s.f.	80.0 s.f.	+16.0 s.f.
Food	17.0 s.f.		-17.0 s.f.
TOTAL	304.0 s.f.	452.2 s.f.	+148.2 s.f.

*The Table provided by the applicant shows this sign to be 290.5 s.f. in area; however, using the dimensions provided of this sign, we calculate the size to be 240 s.f. in area.



The Kroger Co. of Michigan

43099 GRAND RIVER AVENUE – NOVI, MICHIGAN 4875

Malachi Mosley
43099 Grand Rover Avenue
Novi, MI 48375
(313)828-0638
Malachi.Mosley@Kroger.com
September 6, 2024

Ashlee Moon
Project Manager
Cummings Resources, LLC
15 Century Blvd
Nashville, TN 37214

To whom It May Concern,

Subject: Authorization to Apply for Variance

I am writing to provide written permission for Allied Signs, Inc. to apply and submit all necessary documentation required for the variance application.

Please find my contact information below for your records:

- Name: Malachi Mosley
- Phone Number: (313)828-0638
- Email Address: Malachi.Mosley@Kroger.com

Should you require any additional information or have further questions, please feel free to contact me directly.

Thank you for your attention to this matter.

Sincerely,

Malachi Mosley



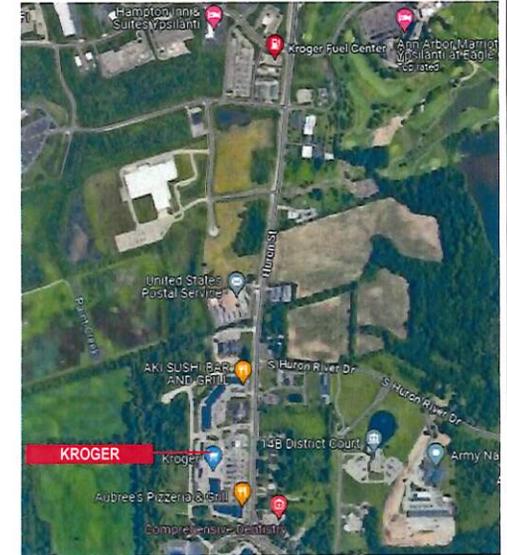
Building is setback 334' from the edge of the road

QTY.	DESCRIPTION	SQ. FT.
A	1 KROGER W/ CART LETTER SET	290.50
B	1 STARBUCKS SIGN	25.00
C	1 PHARMACY LETTER SET	31.1
D	1 PICKUP LETTER SET	63.1
E	1 PHARMACY DRIVE THRU LETTER SET	80.00
F	1 EXIT LETTER SET	2.75
G	1 ENTER LETTER SET	3.9
H	1 MICHIGAN FIRST CREDIT UNION LETTER SET TO REMAIN AS IS	13

Total proposed signs = 509.35 sqft
Michigan First Credit Union sign is to remain @ 13 sqft.



Kroger store is 23' high x 330' wide



KROGER #707
2010 WHITTAKER ROAD
YPSILANTI, MI 48197



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CUSTOMER APPROVAL:

DATE: _____

Rev. #	DATE	BY	Rev. #	DATE	BY
Rev. #1	_____	_____	Rev. #4	_____	_____
Rev. #2	_____	_____	Rev. #5	_____	_____
Rev. #3	_____	_____	Rev. #6	_____	_____



DRAWING NO:
1267727830.01

DATE: 05.16.2024

J. Allington



EXISTING

SCOPE OF WORK: FRONT ELEVATION - REMOVE AND INSTALL NEW BLUE KROGER LETTERSET WITH CART.
REMOVE FOOD - NO NEW SOW. REMOVE AND INSTALL NEW STARBUCKS LOGO.



PROPOSED A E

KROGER #707
2010 WHITTAKER ROAD
YPSILANTI, MI 48197



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DATE: _____

DATE BY

Rev. #1

Rev. #2

Rev. #3

DATE BY

Rev. #4

Rev. #5

Rev. #6



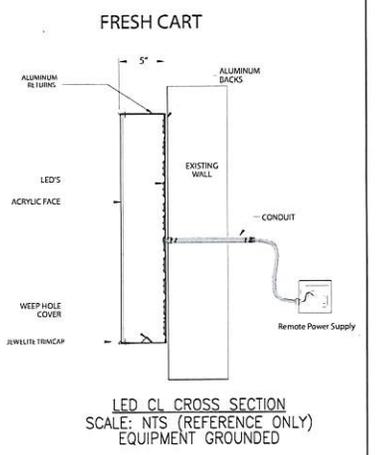
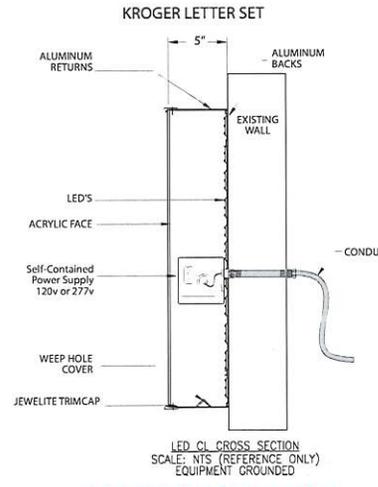
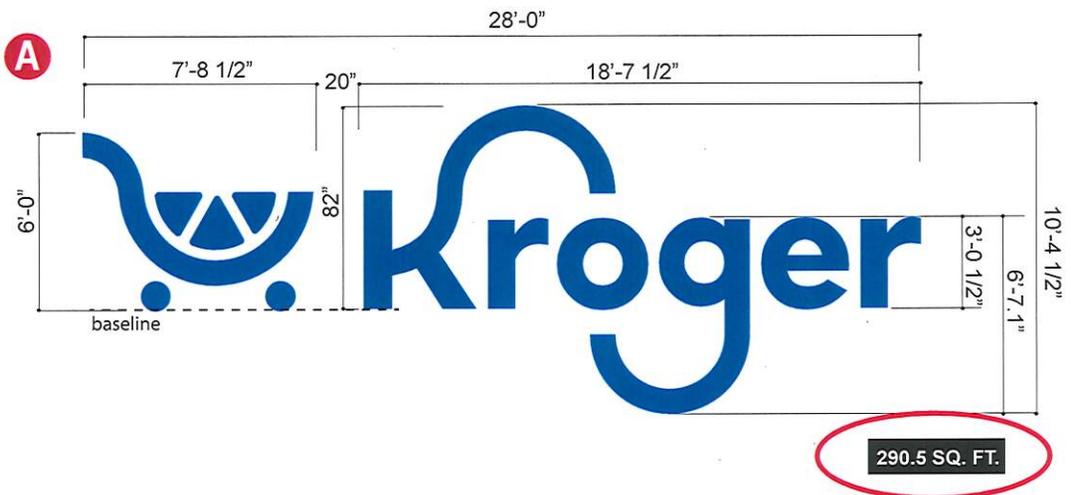
DRAWING NO:
1267727830.01

DATE: 05.16.2024

J. Allington

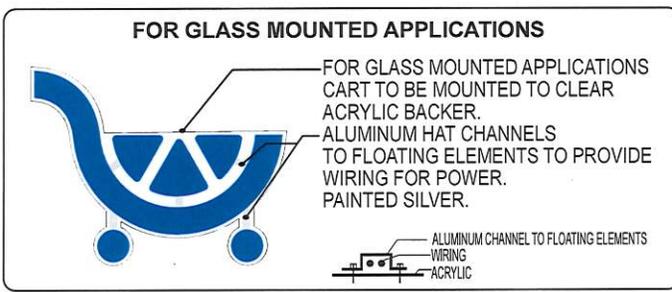
THIS DESIGN REMAINS OUR EXCLUSIVE PROPERTY AND CANNOT BE DUPLICATED WITHOUT WRITTEN CONSENT

- 3730-8537 KROGER BLUE
- RETAINER:
KROGER BLUE PMS 2728C
- FILLER:
KROGER BLUE PMS 2728C



***MOUNTING CLIPS AS NEEDED BY SEPARATE ORDER BASED ON SURVEY OR BUILDING SPECS**

****INSTALLER PROVIDES HARDWARE - ALL THREADED RODS, LAG BOTS, THRU BOLTS ETC. AS REQUIRED BY WALL CONDITIONS**



scale: 1/4" = 1'-0"

- PART # 403-23-CL82-KRGBL-FL
- PART # 403-23-CL72-R-2728B
- PART # 403-23-CL72BCKR
- PART # 403-20-CL82KRG-CLIPS
- PART # 403-20-CL72-CLIPS



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CUSTOMER APPROVAL:

DATE: _____

Rev.	DATE	BY	Rev.	DATE	BY
Rev. #1	3.31.2022	S.H.	Rev. #4		
Rev. #2	6.26.2023	S.H.	Rev. #5		
Rev. #3	7.6.2023	S.H.	Rev. #6		

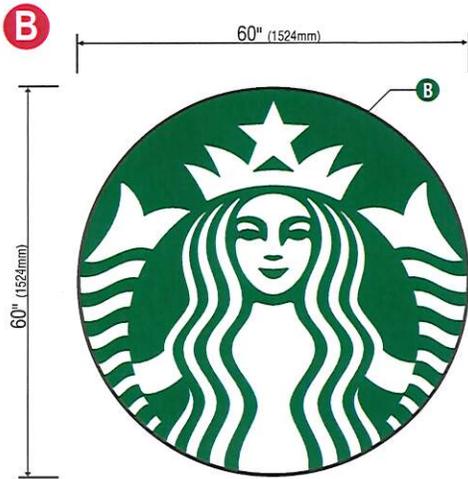


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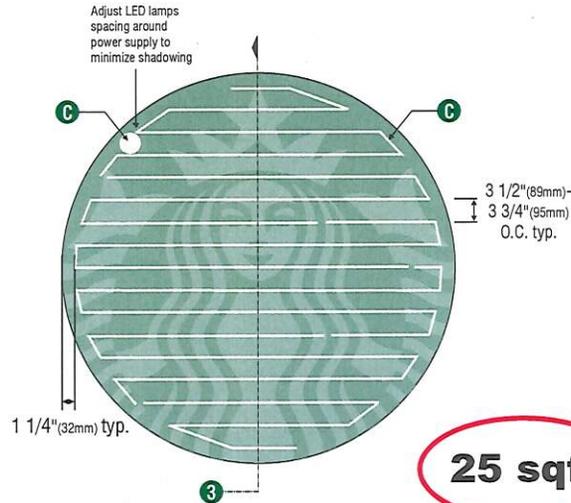
DATE: 2.22.2022

S. Hawke

PROVIDED BY OTHERS - PERMITTED & INSTALLED BY CUMMINGS



1 Front View
Scale: 1/2" = 1'-0"



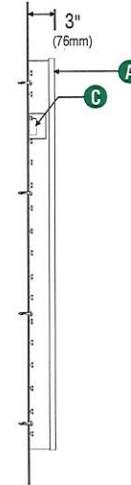
2 LED Detail
Scale: 1/2" = 1'-0"

LEDs Provided By:
LUMificient

25 sqft

SPECIFICATIONS:

- A** 60" (1524mm) Single faced internally illuminated wall mount logo disk. Cabinet to be 3" (76mm) deep, fabricated aluminum sidewalls and back. Paint cabinet black polyurethane. Faces to be 3/16" (5mm) Acrylite 015-2GP. 1" (25mm) black trimcap with square head screws retainer edging.
- B** Graphics of logo to be 1st surface 3M Translucent Scotchcal vinyl- Holly Green #3630-76. Siren to show thru White.
- C** Internally illuminate logo disk with white LED's installed to back of disk. Power with self-contained multi-volt power supply contained with an U.L. enclosure covered in white vinyl film. Fasten to wall with required fasteners.



3 Section View
Scale: 1/2" = 1'-0"



4 Side View
Scale: 1/2" = 1'-0"



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CONCEPTUAL DRAWING - FOR PRESENTATION PURPOSES ONLY. NOT FOR USE IN MFG. OR FOR FINAL CUSTOMER APPROVAL

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Rev. #1	_____	_____	Rev. #4	_____	_____
Rev. #2	_____	_____	Rev. #5	_____	_____
Rev. #3	_____	_____	Rev. #6	_____	_____



STARBUCKS COFFEE

DRAWING NO:

84559

DATE: 7-21-2016

S. Hawke



EXISTING
SCOPE OF WORK: FRONT ELEVATION - REMOVE AND INSTALL NEW WHITE PHARMACY LETTERSET.



EXISTING
SCOPE OF WORK: FRONT ELEVATION - REMOVE AND INSTALL NEW WHITE PHARMACY LETTERSET.



PROPOSED C



PROPOSED D

KROGER #707
2010 WHITTAKER ROAD
YPSILANTI, MI 48197



THIS DESIGN REMAINS OUR EXCLUSIVE PROPERTY AND CANNOT BE DUPLICATED WITHOUT WRITTEN CONSENT

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CUSTOMER APPROVAL:

DATE: _____

	DATE	BY	DATE	BY
Rev. #1	_____	_____	Rev. #4	_____
Rev. #2	_____	_____	Rev. #5	_____
Rev. #3	_____	_____	Rev. #6	_____



DRAWING NO:
1267727830.01

DATE: 05.16.2024

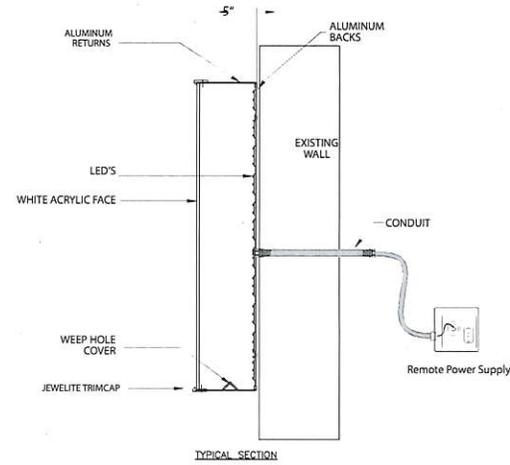
J. Allington

REMOTE LETTER SET Preferred



PART # 403-22-CL24-PHR-RWH

31.1 SQ. FT.



- WHITE ACRYLIC
- RETAINER: WHITE
- FILLER: WHITE



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CUSTOMER APPROVAL: _____
 DATE: _____

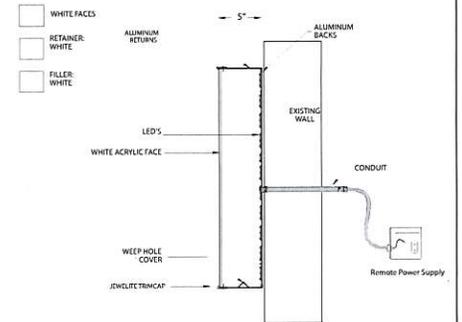
Rev. #	DATE	BY	Rev. #	DATE	BY
Rev. #1	_____	_____	Rev. #4	_____	_____
Rev. #2	_____	_____	Rev. #5	_____	_____
Rev. #3	_____	_____	Rev. #6	_____	_____



DRAWING NO:
 809507037.00C
 DATE: 12-10-2021
 S. Hawke

INTERNALLY ILLUMINATED CHANNEL LETTERS

- INTERNALLY ILLUMINATED CHANNEL LETTERS.
ALUMINUM SIDES & BACK PAINTED WHITE.
WHITE TRIMCAP RETAINER.
FLAT, WHITE POLYCARBONATE FACE
WHITE LED ILLUMINATION.



63.1 SQ. FT.

WHITE LETTERS INSTALLED ONTO
DARK BRICK WALL - BRICK COLOR MAY
VARY

PART # 403-23-CL36-PUCRTWH

SCALE: 1/2" = 1'-0"



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CUSTOMER APPROVAL:

DATE: _____

Rev. #	DATE	BY	Rev. #	DATE	BY
Rev. #1	_____	_____	Rev. #4	_____	_____
Rev. #2	_____	_____	Rev. #5	_____	_____
Rev. #3	_____	_____	Rev. #6	_____	_____



DRAWING NO:
7699332377.02A1
DATE: 6.27.2023
S. Hawke

THIS DESIGN REMAINS OUR EXCLUSIVE PROPERTY AND CANNOT BE DUPLICATED WITHOUT WRITTEN CONSENT



EXISTING
SCOPE OF WORK: RIGHT ELEVATION - REMOVE RX DRIVE THRU AND INSTALL NEW WHITE PDT ON RACEWAY.



EXISTING
SCOPE OF WORK: PHARMACY CANOPY - REMOVE AND INSTALL NEW ENTER LETTER SET.



EXISTING
SCOPE OF WORK: PHARMACY CANOPY - REMOVE AND INSTALL NEW EXIT LETTER SET.



PROPOSED E



PROPOSED F



PROPOSED G

KROGER #707
2010 WHITTAKER ROAD
YPSILANTI, MI 48197



THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT PLANNED FOR YOU BY CUMMINGS. IT IS NOT TO BE SHOWN OUTSIDE YOUR ORGANIZATION NOR USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION UNLESS AUTHORIZED IN WRITING BY AN OFFICER OF CUMMINGS SIGNS.

CUSTOMER APPROVAL: _____

DATE: _____

Rev. #	DATE	BY	Rev. #4	DATE	BY
Rev. #1	_____	_____	Rev. #4	_____	_____
Rev. #2	_____	_____	Rev. #5	_____	_____
Rev. #3	_____	_____	Rev. #6	_____	_____



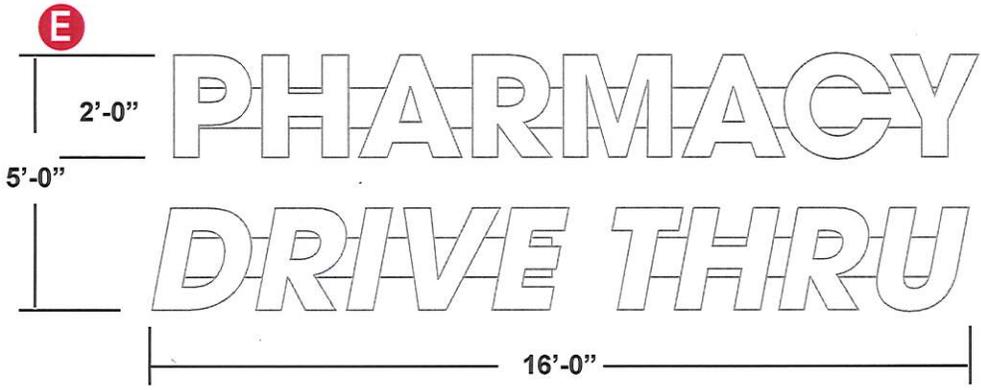
DRAWING NO:
1267727830.01

DATE: 05.16.2024

J. Allington

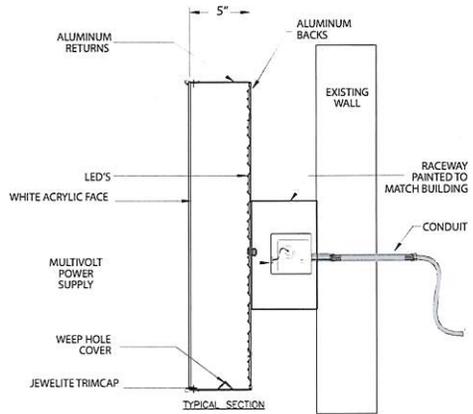
PHARMACY DRIVE THRU SIGNAGE - 2022

RACEWAY MOUNT LETTER SET *Optional - based on conditions*



PART # 403-22-CL24-PDT-RWWH

80 SQ. FT.



- WHITE ACRYLIC
- RETAINER: WHITE
- FILLER: WHITE
- RACEWAY: T.B.D.



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CUSTOMER APPROVAL:

 DATE: _____

Rev. #	DATE	BY	Rev. #	DATE	BY
Rev. #1	_____	_____	Rev. #4	_____	_____
Rev. #2	_____	_____	Rev. #5	_____	_____
Rev. #3	_____	_____	Rev. #6	_____	_____

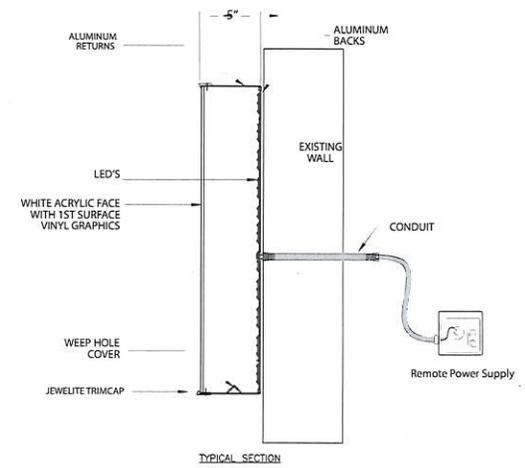
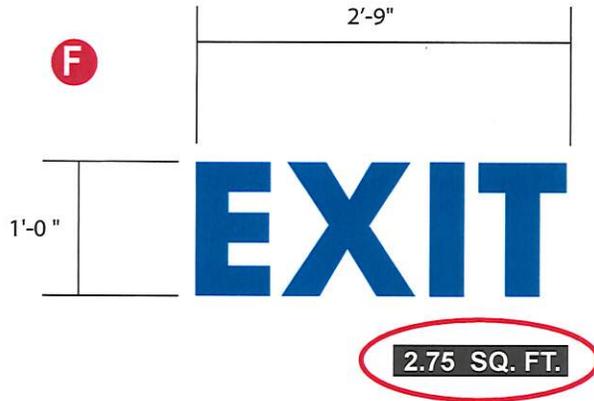


DRAWING NO:
809507172.00C
 DATE: 12-10-2021
 S. Hawke

CUSTOM

DRIVE THRU CANOPY SIGNAGE - 2022

REMOTE LETTER SET Preferred



- 3730-8537 KROGER BLUE
- RETAINER: KROGER BLUE PMS 2728C
- FILLER: KROGER BLUE PMS 2728C



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Rev. #	DATE	BY	Rev. #	DATE	BY
Rev. #1	_____	_____	Rev. #4	_____	_____
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Rev. #3	_____	_____	Rev. #6	_____	_____

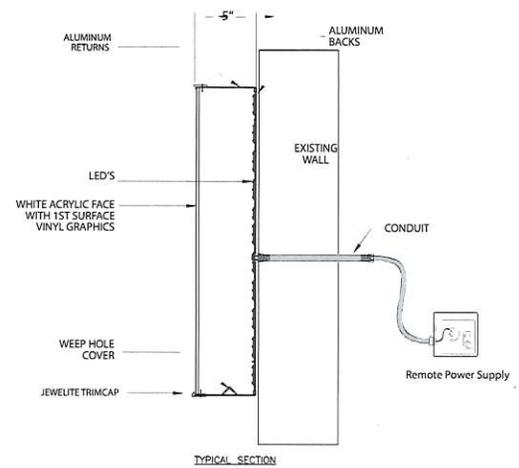


DRAWING NO:
809507286.00B
 DATE: 12-16-2021
 S. Hawke

CUSTOM

DRIVE THRU CANOPY SIGNAGE - 2022

REMOTE LETTER SET Preferred



- 3730-8537 KROGER BLUE
- RETAINER: KROGER BLUE PMS 2728C
- FILLER: KROGER BLUE PMS 2728C

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			Rev. #3	_____	Rev. #6	_____			
								DRAWING NO: 809507286.00A	
								DATE: 12-16-2021	
								S. Hawke	



Memorandum

To: Ypsilanti Township Board of Trustees

From: Sally M. Elmiger, Township Planning Consultant

Re: Development Agreement – Sheetz Fueling Station, Convenience Store and Restaurant at southeast corner of W. Michigan Ave. and S. Hewitt Rd. (755 S. Hewitt Rd.)

Date: April 4, 2025

Project Summary

The applicant is proposing to build a 6,139 s.f. convenience store/gas station and restaurant building, and eight (8) gas pumps (for a total of 16 fueling positions) at the southeast corner of W. Michigan Avenue and S. Hewitt Road. Other site features include an outdoor eating patio, parking, future EV charging stations, two air machines, outdoor sales of propane, ice, and windscreen fluid, and landscaping.

This site is made up of three separate parcels. The applicant has combined two of the parcels and divided off the southern portion of the property to create a separate parcel, which is not part of this development project.

The subject site is zoned RC, Regional Corridor, which is a Form Based District. The site is categorized as a Site Type C. General retail and food use without a drive-through are permitted uses on this site. Vehicle fueling stations are a special use. Mixed-use buildings (containing the convenience store and food use) are permitted.

At their October 8, 2024, meeting, the Planning Commission approved the Special Land Use and Preliminary Site Plan, with conditions, as reflected in the attached meeting minutes.

Development Agreement

Ypsilanti Township has worked with Sheetz to prepare a Development Agreement that memorializes the responsibilities of both parties in completing the development of the new Sheetz fueling station and convenience store/restaurant at the corner of W. Michigan Ave. and S. Hewitt Rd. The Development Agreement includes reference to the Final Site Plan which binds Sheetz to construct the site and all of the utility improvements and provide the required maintenance of those improvements into the future. The Development Agreement provides a framework that outlines the expectations, requirements, and limitations for the Sheetz project. This in turn helps Sheetz understand what is expected during construction and after the store is open in the way of maintaining the property and its site conditions. It also provides for specifics

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



**YPSILANTI
TOWNSHIP**
— PLANNING & ZONING DEPARTMENT —

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton

including required bonds to be posted by the developer and maintaining a clean construction site during the construction process. In turn, the Township agrees to such things as providing timely inspections of the new construction.

This Development Agreement has been reviewed by McLain & Winters and Sheetz and found to be in good order. The Planning Department is recommending that the Ypsilanti Township board of Trustees approve the Development Agreement for the construction of the new Sheetz fueling station and convenience store/restaurant as it safeguards the interest of the Township as it relates to the new Sheetz development with all of the improvements shown in the approved Final Site Plan.

The enclosed packet includes the following components:

1. Planning Commission meeting minutes 10/08/2024
2. Carlisle Wortman Report 06/29/2024
3. Development Agreement 04/04/2025
4. Final Site Plan

**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION MEETING
Tuesday, October 8, 2024
6:30 pm**

COMMISSIONERS PRESENT

Bill Sinkule
Elizabeth El-Assadi
Gloria Peterson
Larry Doe
Daryl Kirby

STAFF AND CONSULTANTS

Fletcher Reyher, Planning and Development Coordinator
Sally Elmiger - Carlisle Wortman
Dennis McLain – Township Attorney

• **CALL TO ORDER/ESTABLISH QUORUM**

MOTION: Ms. El-Assadi called the meeting to order at 6:31 pm.

• **APPROVAL OF AUGUST 27, 2024 & SEPTEMBER 10,2024, REGULAR MEETING MINUTES**

MOTION: Mr. Doe **MOVED** to approve the August 27, 2024 & September 10,2024, regular meeting minutes. The **MOTION** was **SECONDED** by Ms. El-Assadi and **PASSED** by unanimous consent.

• **APPROVAL OF AGENDA**

MOTION: Mr. Doe **MOVED** to approve the agenda. The **MOTION** was **SECONDED** by Mr. Kirby and **PASSED** by unanimous consent.

• **PUBLIC HEARINGS**

None to Report.

- **OLD BUSINESS**

None to Report.

- **NEW BUSINESS**

- a. **SPECIAL LAND USE – SHEETZ – 755 S. HEWITT ROAD, 2103 AND 2059 W. MICHIGAN AVENUE – PARCEL K-11-18-100-019, K-11-39-350-023, AND K-11-39-350-022 – TO CONSIDER THE SPECIAL CONDITIONAL USE PERMIT APPLICATION OF SKILKEN GOLD TO PERMIT THE CONSTRUCTION OF A 6,139 SQ. FT. GAS STATION / CONVIENENCE STORE WITH 8 GAS PUMPS FOR A 7.36-ACRE SITE ZONED RC, REGIONAL CORRIDOR WITH A SITE TYPE C DESIGNATION.**

Mr. Fletcher Reyher, Planning and Development Coordinator, presented to the Commission the Preliminary Site Plan, Special Land Use Application from Skilken Gold representing Sheetz gas station and restaurant. This application was presented to the Planning Commission on July 23, 2024. The Motion was not passed at the first meeting because the Planning Commissioners had requested the applicant to seek three variances and deficiencies found in their site plan. Since then, Sheetz/ Skilken Gold has obtained three variances from the Zoning Board of Appeals at the August 7, 2024, and September 18, 2024, meeting. The variances were for the building setback along South Hewitt Road, the parking lot location and the transparency requirements for the building. All three of these were approved, and the plans have been updated.

Since Sheetz has gone to the Zoning Board of Appeals to obtain these variances. The reviews from the outside reviewing agencies in the planning department have remained consistent since July 2024. The applicant will continue to work with the Water Resources Commission and Washtenaw County Road commission during the final site plan process.

Sally Elmiger (Planning Consultant - Carlisle Wortman) informed the Commission the criteria's to be considered before passing a motion:

Sheetz did not resubmit their plans, but there was one modification that the variance that was made to the site design. Previous plans showed the outdoor patio on the east side of the building, facing the residential property; for the variance the patio was shifted to the west side of the building (corner of Hewitt and Michigan Ave). This change increased the amount of transparency required by the ordinance because it faces a street.

Ms. Elmiger informed the Commission that Carlisle Wortman opinion is that the project meets the criteria.

The Planning Commission will need to determine if the proposed Special Land Use meets the ordinance

- The first area of flexibility is disturbance to the steep slopes. There are some moderate steep slopes in the vicinity of the large parking area and the detention basin, and the ordinance says that the Planning Commission can approve change to a moderate, steep slope if the plans infiltrate storm waters and use best management practices to reduce the amount of storm water.
- To discuss shifting the gas-pump canopy to the west to allow easier turning movements for tanker trucks around canopy.
- The proposed design with unattached canopy is more functional and aesthetically pleasing.
- To consider allowing location of parking lot trees.
- To consider allowing 14 parking spaces in a row with the addition of the landscaped island on the east end of this bay of spaces.
- To consider the heavy landscaped screen and possible privacy fence vs. six-foot tall screening wall along property line abutting residential district.
- Applicant to modify the proposed color temperature of lighting, or modify temperature to comply with the ordinance

The applicant David. Bruckelmeyer thanked the Planning Commission/ Planning Department and Carlisle Wortman for the support to make the site functional. Sheetz is a family business, started in 1952 in central Pennsylvania. The proposal is for a 3.65-acre site; 6,132 square foot restaurant, convenience store, eight fuel eight fuel stations and landscaping onsite.

Some of the highlights of the project: It is a \$9.5 million investment into the community with an addition to provide 30 to 35 full time positions that include

benefits (medical, vision, dental, paid time off, dental, paid time off, tuition reimbursement, quarterly bonuses and food/ drink discount).

Mr. Bruckelmeyer presented the Planning Commission on the modifications to the elevations; bringing the side that faces the canopy into compliance by increasing the glazing and giving it a premium look. The new updated location of the patio area. Mr. Bruckelmeyer addressed the impervious surface; the reason for building the sites is due to the usage of full-size delivery trucks (delivery of food and fuel). The effort to have lower slopes between the canopy and pedestrian areas (ADA compliant). Sheetz provides a full-service restaurant with the high usage of the parking space; thus, bringing the building and the canopy further apart. Mr. Bruckelmeyer discussed the fence vs landscaping screening; The reason for offering trees is because it provides screening, over time when the tree grows thicker it turns into a good vegetative buffer that absorbs sound. Fences over a period tend to fade when compared to trees that can be pruned/ trimmed. Mr. Bruckelmeyer stated that they were willing to modify the color temperature/ lighting; the typical lighting is at 5000 plus that is vibrant, but they are willing to go down to 3500k.

Commissioner Doe inquired if the applicant considered the option of having a wall for screening; Mr. Bruckelmeyer stated that the cost is high for having a wall and having vegetation is feasible and would serve a better job than a six-foot masonry wall.

Commissioner Peterson inquired about the number of eight feet trees that would be planted on the side towards the residential property; Mr. Bruckelmeyer stated about 100-150 trees.

Eric Williams (Stonefield Engineering and Design) shared with the Commission that they are proposing over 150 arborvitaes, between six and eight feet of planting and their setback between 10 and 15 feet from that eastern boundary. This would be an addition to the existing 30 mature trees and building a wall would impact the existing trees. The applicant has met the zoning ordinance in regard to the lighting; all lighting would be pointed down and there is no usage of flood lights. All LED lights are shielded.

Commissioner Kirby inquired about the music at the facility; The applicant stated that music is played 24 hours, but modifications can be made to avoid disturbance to the neighbors. Commissioner Kirby recommended to the applicant to have a plan on the timings for the music/ lighting to be turned down. Mr. Bruckelmeyer stated

that moving the lighting to 3500k would soften the lights and the parking lot is required especially during the night for the purpose of safety and security.

Commissioner Peterson inquired about the broken wooden fence; Mr. Bruckelmeyer stated that the fence is on the eastern boundary (along the residential property) and wouldn't be responsible for the fixture.

Mr. Bruckelmeyer informed the Commissioner's that he couldn't commit completely on the noise restrictions since there could be a change in management and they could forget the restrictions. Commissioner Peterson stated that she has experienced Sheetz, and the music is not uncomfortable, and it would not impact the neighborhood.

Commissioner Peterson inquired with Sally Elmiger if the ordinance requires a fence; Ms. Elmiger stated that the ordinance does require a fence if a site is located next to a residential property especially if the site is going to generate a lot of activity, noise and light. If the landscape buffer is not sufficient it would require an additional barrier.

MOTION: Ms. El-Assadi **MOVED** to approve the Special Land Use Permit submitted by Skilken Gold, to permit the construction of a 6,132 sq. ft. convenience store / gas station / restaurant building, and eight (8) gas pumps (for a total of sixteen fueling positions) at the properties located at 755 S. Hewitt Road and 2103 and 2059 W. Michigan Avenue, Ypsilanti, MI 48197, Parcel K-11-18-100-019, K-11-39-350-023, and K-11-39-350-022, as the proposal meets the criteria in Article 10, Special Land Use with the following conditions:

- Approval is conditioned on the applicant revising all the sheets in the Final Site Plan submission to be consistent with the ZBA's approval regarding the patio location/related building elevation.
- The applicant shall address all outstanding comments from reviewing agencies prior to Final Site Plan Approval. The applicant shall revise all plan sheets to reflect the results of this evening's discussion.
- The applicant shall obtain all applicable internal and outside agency permits prior to construction.
- The applicant shall implement the proposed lot split as shown on the plans.
- The applicant shall be amenable to a three-foot canopy shift if needed.
- The applicant shall follow the color of the light fixtures as presented in the ordinance.

- Applicant shall plant eight-foot trees instead of the six-foot trees.

The **MOTION** was **SECONDED** by Mr. Doe

Roll Call Vote: Mr. Doe (Yes); Ms. Peterson (Yes); Mr. Sinkule (Yes); Ms. El-Assadi (Yes); Mr. Kirby (Yes).

MOTION PASSED.

- b. **PRELIMINARY SITE PLAN – SHEETZ – 755 S. HEWITT ROAD, 2103 AND 2059 W MICHIGAN AVENUE – PARCEL K-11-18-100-019, K-11-39-350-023, AND K-11-39-350-022 –TO CONSIDER THE PRELIMINARY SITE PLAN APPLICATION OF SKILKEN GOLD TO PERMIT THE CONSTRUCTION OF A 6,139 SQ. FT. GAS STATION / CONVIENENCE STORE WITH 8 GAS PUMPS FOR A 7.36-ACRE SITE ZONED RC, REGIONAL CORRIDOR WITH A SITE TYPE C DESIGNATION.**

Mr. Fletcher Reyher, Planning and Development Coordinator stated that he and Sally Elmiger have reviewed the report for the preliminary site plan.

MOTION: Ms. El-Assadi **MOVED** to approve e the Preliminary Site Plan submitted by submitted by Skilken Gold, to permit the construction of a 6,132 sq. ft. convenience store / gas station / restaurant building, and eight (8) gas pumps (for a total of sixteen fueling positions) at the properties located at 755 S. Hewitt Road and 2103 and 2059 W. Michigan Avenue, Ypsilanti, MI 48197, Parcel K-11-18-100-019, K-11-39-350-023, and K-11-39-350-022, with the following conditions:

- Approval is conditioned on the applicant revising all the sheets in the Final Site Plan submission to be consistent with the ZBA’s approval regarding the patio location/related building elevation.
- The applicant shall address all outstanding comments from reviewing agencies prior to Final Site Plan Approval. The applicant shall revise all plan sheets to reflect the results of this evening’s discussion.
- The applicant shall obtain all applicable internal and outside agency permits prior to construction.
- The applicant shall implement the proposed lot split as shown on the plans.
- Any other conditions based upon Planning Commission discussion.

The **MOTION** was **SECONDED** by Mr. Doe

Roll Call Vote: Mr. Doe (Yes); Ms. Peterson (Yes); Mr. Sinkule (Yes); Ms. El-Assadi (Yes); Mr. Kirby (Yes).

MOTION PASSED.

- **OPEN DISCUSSIONS FOR ISSUES NOT ON AGENDA**

- **Correspondence Received**

None to Report.

- **Planning Commission members**

None to Report.

- **Members of the audience**

None to Report.

- **TOWNSHIP BOARD REPRESENTATIVE REPORT**

None to Report

- **ZONING BOARD OF APPEALS REPRESENTATIVE REPORT**

None to Report

- **TOWNSHIP ATTORNEY REPORT**

None to Report

- **PLANNING DEPARTMENT REPORT**

None to Report

- **OTHER BUSINESS**

None to Report

- **ADJOURNMENT**

MOTION: Mr. Doe **MOVED** to adjourn at 7:24 pm. The **MOTION** was **SECONDED** by Ms. El-Assadi and **PASSED** by unanimous consent.

=====

Respectively Submitted by Minutes Services



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: April 26, 2024

Rev.: June 29, 2024

Preliminary Site Plan and Special Use Review For Ypsilanti Township, Michigan

Applicant:	Skilken Gold – Derick Riba
Project Name:	Sheetz Convenience Store & Fueling Station
Plan Date:	April 9, 2024
Latest Revision:	June 12, 2024
Location:	Southeast Corner of W. Michigan Ave. and S. Hewitt Rd.
Zoning:	RC, Regional Corridor – Form Based District
Action Requested:	Preliminary Site Plan and Special Use Approval

PROJECT AND SITE DESCRIPTION

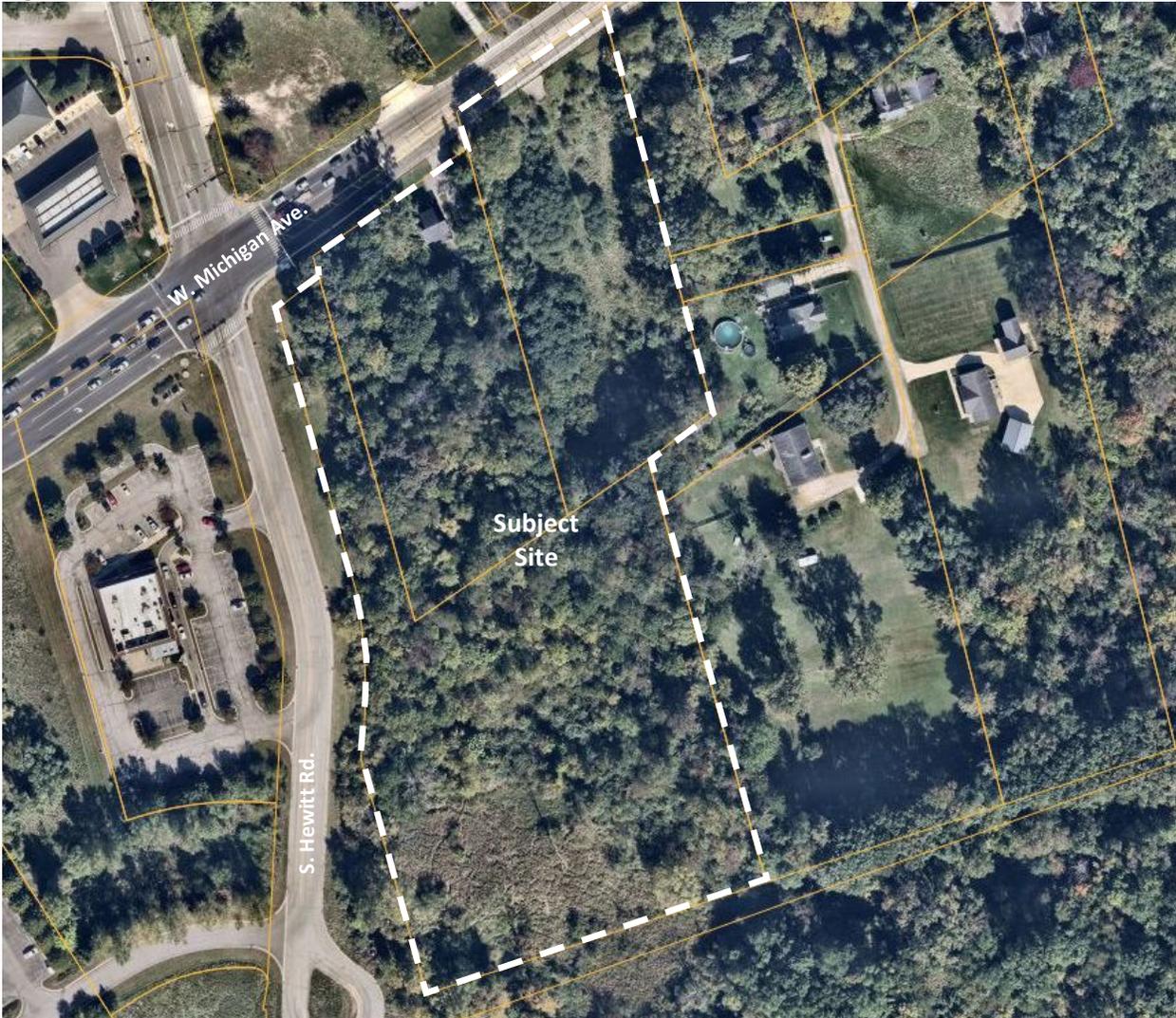
The applicant is proposing to build a 6,132 s.f. convenience store/gas station and restaurant building, and eight (8) gas pumps (for a total of 16 fueling positions) at the southeast corner of W. Michigan Avenue and S. Hewitt Road. Other site features include an outdoor eating patio, parking, future EV charging stations, two air machines, outdoor sales of propane, ice, and windscreen fluid (shown on building elevations), and landscaping.

This site is made up of three separate parcels. The applicant is proposing to split off the southern portion of the property to create a new parcel, which is not part of this development project.

The subject site is zoned RC, Regional Corridor, which is a Form Based District. The site is categorized as a Site Type C. General retail and food use without a drive-through are permitted uses on this site. Vehicle fueling stations are a special use. Mixed-use buildings (containing the convenience store and food use) are permitted. An aerial of the proposed site is shown on the next page.

Benjamin R. Carlisle, President Douglas J. Lewan, Executive Vice President John L. Enos, Vice President
David Scurto, Principal Sally M. Elmiger, Principal R. Donald Wortman, Principal
Paul Montagno, Principal Megan Masson-Minock, Principal Laura Kreps, Senior Associate
Richard K. Carlisle, Past President/Senior Principal

Figure 1: Subject Site



Source: Nearmap (Image captured October 2, 2023)

Size of Subject Site:

Entire Site: 7.36 acres:

- Development Parcel: 3.65 acres
- Split-Off Parcel: 3.71 acres

Current Use of Subject Site:

Vacant and residential

Table 1: Adjacent Zoning and Existing Land Uses

Direction	Zoning	Use
North	RC, Regional Corridor (Form Based District)	Vacant & Residential
South	PMD, Production, Manufacturing, Distribution (City of Ypsilanti)	Vacant
East	RC, Regional Corridor (Form Based District)	Vacant & Residential
West	RC, Regional Corridor (Form Based District)	Fast Food Restaurants

MASTER PLAN

The site is designated as Regional Mixed Use Corridor. Regional Mixed-Use Corridors are located along the busiest corridors, which support a high volume of both local and regional traffic. This area may include auto-oriented uses that draw customers both regionally and locally. Compared to the Neighborhood Mixed-Use corridors, this area is intended for higher-intensity and the largest scale of commercial development. Specifically listed along Regional Corridors are gas stations, convenience stores, and restaurants, which are consistent with this proposal.

Applicable design concepts included the Master Plan include:

- *Architectural design must create an interesting visual experience for both sidewalk users and automobiles.*
- *Ensure appropriate transition to adjacent neighborhoods.*
- *Design creativity with regard to materials will be encouraged, although low quality materials or building designs that inhibit activity on the corridor will not be permitted.*
- *Walkability and non-motorized connections within and to Mixed Use corridors is essential to create character and access for all residents and visitors.*

We find these design considerations are addressed in the site plan and submitted architecture. See our site plan review section for more detail.

We find that the proposed uses of the site as a gas station, convenience store, and restaurant can both serve the regional market but also local neighborhoods, and are consistent with the Master Plan.

NATURAL FEATURES

Topography:

The site to be developed has rolling topography between approximately 5% - 14%, sloping from a high point in the western central portion down to the south towards the wetland.

Sec. 1407, *Steep Slope Protection*, identifies a “moderate” steep slope as any naturally occurring landform with slopes between twelve and nineteen percent (12% - 19%), and includes standards for addressing such slopes in development projects. On this site, these slopes will be graded flat to accommodate the proposed development. Therefore, the only standard that could be applied to this site is “*Stormwater runoff shall be reduced, and infiltration of stormwater enhanced through best management practices.*”

The proposed stormwater management system includes catch basins, with pipe connections to a large detention basin on the southern end of the development site. The basin is described as a “Bioretention/Rain Garden,” which implies that the basin will have infiltration characteristics. There doesn’t appear to be any pre-treatment basin proposed. Also, the amount of impervious pavement proposed is significantly more than required by the ordinance. The proposed width

of the entry drives, maneuvering lanes, and parking lot spaces are compared to the requirements in the table below:

Table 2. Impervious Surface Dimension Comparison

	Required	Proposed
Entry Drive Width	31 ft.*	36 – 40 ft.
Maneuvering Lane Width	24 ft.	40 – 63 ft.
Parking Spaces	9 ft. x 18 ft.	10 ft. x 20 ft.

*Per Ypsilanti Township 2020 Engineering Standards and Design Specifications.

Reducing the amount of impervious surface on this site could in turn, reduce the required size/depth of the proposed detention basin, and comply with the steep slope standard in the ordinance.

Woodlands:

The submitted information shows that this property has tree and woodland resources that fall under the provisions of Article III, *Woodlands Protection*. The submitted plans show where the trees are located on the site, and provide a table listing the tree tag number, species, size, and condition of the tree, and if it is to remain or be removed.

The plans list removal of 85 trees (down from 97 in the previous submission) that are greater than 8-inches in diameter at breast height (d.b.h.). The ordinance exempts all removed trees from the mitigation requirements if they are located where buildings, structures or grading are necessary to allow the development on site. Sheet C-3, *Tree Removal Plan & Site Plan Overlay*, shows how the proposal will impact existing trees, and all of the “removed” trees are within the boundary of buildings & grading. Therefore, none of these trees will need to be mitigated.

As requested, tree #5167 (30” Honeylocust in good condition) is proposed for preservation. This tree is located at the northern property line, and the plans show that no grading will be conducted within the dripline of this tree. They have also proposed locating the proposed 8-foot wide pathway along W. Michigan Ave. around this tree. We consider this a positive aspect of the plan.

Tree Protection

This section requires that the plans identify how the trees “to remain” will be protected during construction. A Tree Protection fence detail is provided on Sheet C-20, *Construction Details*. A symbol showing the location of this fencing is shown on Sheet C-18, *Soil Erosion and Sedimentation Plan* around all trees to remain. This symbol needs to be added around “trees to remain” on the following sheets:

- a. Sheet C-2, *Demolition/Tree Removal Plan*.
- b. Sheets C-9 and C-10, *Grading Plan (North)* and *Grading Plan (South)*.

Also, the following note should also be added to Sheets C-2, C-9, C-10, and C-18: *“No vehicle, other construction equipment, or construction materials or debris shall be parked or stored within the dripline of any tree or plant material intended to be saved.”*

Wetlands:

The southern portion of the site contains a wetland. The project will not be physically impacting the wetland itself, but will be discharging stormwater into the wetland. Sec. 1405, *Protection of Water Quality and Quantity*, has specific standards for discharge into a wetland, prohibiting modification of existing water levels or flows, and direct discharge of untreated stormwater into a wetland. No information about the regulatory status of the wetland has been provided with the plan set; however, it appears to be connected to a much larger wetland system off-site to the south. The Township Engineer also states that an EGLE Permit will be required to discharge stormwater into this wetland.

Items to be Addressed: 1) *Planning Commission to discuss how the amount of impervious surface on site complies with the steep slope standards.* 2) *Show tree protective fencing symbol around “trees to remain” on Sheets C-2, C-9 and C-10.* 3) *Include following note on Sheets C-2, C-9, C-10 and C-18: “No vehicle, other construction equipment, or construction materials or debris shall be parked or stored within the dripline of any tree or plant material intended to be saved.”*

AREA, WIDTH, HEIGHT, SETBACKS

The proposed development is being constructed under Building Type A.2. Note that the eastern property line abuts lots that are used for residential purposes.

Table 3. Bulk Requirements

	Required / Allowed	Provided	Complies with Ordinance
Front (W. Michigan Ave.)	10-foot to 30-foot build-to-line	Building located 10 feet from the W. Michigan Ave. ROW.	Building Complies Outdoor Sales Complies
Front (S. Hewitt Rd.)	10-foot to 30-foot build-to-line; Parking located in side/rear yard	Building located 63 feet from the S. Hewitt Rd. ROW. Parking located in front yard	Requires Variances
Side Setback – East Property Line	1.5 x height of building, or 1.5 x 16.3 feet = min. 24.5 feet	257 feet	Complies
Rear Setback	10 feet	278 feet to building See Below	Complies
Impervious Surface	80% maximum	42.1% (159,017 s.f. / 67,029 s.f.)	Complies

	Required / Allowed	Provided	Complies with Ordinance
Building Height (Feet)	Minimum: 14 feet Maximum: 30 feet	16.0 - 16.3 feet	Complies
Building Height (Stories)	Minimum: 1 story Maximum: 2 stories	1 story	Complies
Parking	Located in side or rear yard; if abutting a required "build-to" line, screened with a minimum 30-inch masonry wall on the required build-to line, or within 5 feet of the required building line.	Parking is located in the front yard along S. Hewitt Rd., and in the rear yard. Screen wall is proposed at the build-to-line along S. Hewitt Rd.	Requires Variance for Location Complies with Screen Wall

Table 4. Bulk Requirements for Fueling Stations

Requirements of 1126, Specific Use Provisions for Vehicle Fueling/Multi-Use Stations			
	Required / Allowed	Provided	Complies with Ordinance
Min. Lot Size	15,000 s.f. + 1,500 s.f. for each additional pump island above 2. 8 pump islands = (15,000 + (1,500 x 6)) = 24,000 s.f. min.	3.65 ac. (159,017 s.f.)	Complies
Min. Street Lot Line Length	150 feet	500 feet	Complies
Driveway Distance to Adjacent Property Lines/ Intersection	10 feet, or 25 feet if adjacent to residential district 25 feet from street intersection	65 feet (east driveway); 150 feet (west driveway) +185 feet from intersection	Complies
Canopy Support Setbacks	Front: 35 feet Side: 20 feet Rear: 30 feet	Front (W. Michigan): 148 ft. Front (S. Hewitt): 112 ft. Side (East): 210 ft. Rear: 186 ft.	Complies
Canopy Roof Setbacks	Front: 25 feet Side: 10 feet Rear: 20 feet	Front (W. Michigan): 139 ft. Front (S. Hewitt): 99.5 ft. Side (East): 192 ft. Rear: 174 ft.	Complies
Pump Island Setbacks	Front (W. Michigan Ave.): 30 feet Side: 20 feet Rear: 20 feet	Front (W. Michigan): 143 ft. Front (S. Hewitt): 109 ft. Side (East): 204 feet Rear: 179 ft.	Complies

Rear Setback

To calculate setbacks, we are using the “proposed lot split” line shown on the plans. If the site isn’t divided, then the rear setbacks will increase in size. We recommend any Planning Commission decision be conditioned on the proposed lot split, as shown on the plan.

A small portion of the southerly property line (comprised of an existing property line to the east, and a proposed property line to the west) abuts an existing residential use. This requires that a minimum 20-foot-wide greenbelt be provided between a non-commercial use and residential use. The required greenbelt has been provided.

Items to be Addressed: 1) Applicant to obtain required variance for building and parking location along S. Hewitt. 2) Recommend Planning Commission condition any approval on implementation of the proposed lot split shown on the plans.

PARKING, LOADING

This project is proposing two uses inside the building. Floor area dimensions are provided in the table on Sheet C-6, *Site Plan*; however, no floor plans have been provided confirming these figures. Floor plans need to be provided.

Using the figures on the Site Plan, the table below compares the number of spaces required by the ordinance and the number of spaces provided on the plans.

Table 5. Number of Parking Spaces

Parking Requirements	Number of Spaces Required	Number of Spaces Provided	Complies with Ordinance
Convenience Store and Vehicle Fueling Station	<p>1 space for each 125 s.f. of Usable Floor Area Plus 2 spaces per Fueling Station</p> <p>$(3,264 \text{ s.f.} / 125) = 26 \text{ spaces}$ $+ 8 \text{ fueling stations} \times 2 = 16 \text{ spaces}$</p>	60 spaces	Complies
Standard Restaurant	<p>2 spaces per 5 seats</p> <p>$((46 \text{ seats} / 5) \times 2 = 18 \text{ spaces}$</p>		
	TOTAL: 60 Spaces		
Barrier-Free Spaces	3 spaces	3 spaces	Complies
Loading spaces	1 space	1 space	Complies
Bicycle parking	2 spaces	4 spaces	Complies

Parking Dimensions

As mentioned above, the parking spaces, maneuvering lanes, and access driveway dimensions are substantially larger than required in the ordinance, which increases the amount of impervious surface on the site.

Parking Lot Location Along S. Hewitt

Where parking lots abut a required build-to line, the Form Based District design standards limit this condition for up to 25% of the total site's linear feet along the required build-to line, or 60-feet, whichever is less. On this site, the 60-foot dimension is the smaller of the two, and applies to the six (6) parking spaces along the S. Hewitt build-to line. This bay of parking spaces measures 60-feet along the build-to line, and complies with the ordinance.

Sidewalks

The walk abutting the most westerly two parking spaces (in the bay on the south side of the building) has been widened to a minimum of seven (7) feet, per Sec. 1205(6)(K).

Items to be Addressed: 1) Provide building floor plans so that usable floor area dimensions can be confirmed.

SITE ACCESS, CIRCULATION, TRAFFIC

Site access is provided from both W. Michigan Ave. and S. Hewitt Rd. Vehicles can circulate around the site and the gas-pump canopy.

Sheets C-6 and C-7 show turning movements of various truck types (delivery, tanker, trash and fire). All of these vehicles can make the turning movements around the gas-pump canopy. One observation we have is that the easterly position of the canopy makes the tanker truck movements a little tight. The canopy could be shifted to the west to give the tanker more space to make this movement, while still providing enough space for users of the west parking spaces to access and exit these spaces. The Planning Commission may want to discuss this with the applicant.

The Form Based Districts require pedestrian pathways between the site and the road right-of-way. A sidewalk connection is provided from the W. Michigan Ave. right-of-way and the S. Hewitt Rd. right-of-way, as required.

Items to be Addressed: 1) Planning Commission and applicant discuss shifting the gas-pump canopy to the west to allow easier turning movements for tanker trucks around canopy.

SCREENING & LANDSCAPING

Table 6. Landscaping

	Required	Provided	Complies with Ordinance
General Landscaping: <ul style="list-style-type: none"> • 1 tree per 1,000 s.f. lawn • 1 shrub per 500 s.f. lawn 	12,617 s.f. lawn = 13 trees and 25 shrubs	13 trees and 25 shrubs	Complies
Street Yard Landscaping: <ul style="list-style-type: none"> • 1 large deciduous tree per 40 l.f. of frontage • 1 ornamental tree per 100 l.f. of frontage • 1 shrub per 10 l.f. of frontage 	<u>W. Michigan Ave.:</u> 400 L.F. / 40 = 10 trees 400 l.f. / 100 = 4 ornamental trees 400* l.f. / 10 = 40 shrubs <u>S. Hewitt Rd.:</u> 309 l.f. / 40 = 8 trees 309 l.f. / 100 = 3 ornamental trees 309 l.f. / 10 = 31 shrubs	18 deciduous trees 7 ornamental trees +71 shrubs	Complies with Trees, Ornamental Trees & Shrubs
Parking Lot Landscaping: <ul style="list-style-type: none"> • 1 large deciduous tree per 2,000 s.f. of pavement • 1 large deciduous tree per 40 l.f. of parking lot perimeter 	56,081 s.f. / 2,000 s.f. = 28 interior trees 299 l.f. / 40 = 7 perimeter trees	35 interior and perimeter trees	Total number sufficient; not located as required
Stormwater Basin Landscaping: 1 tree and 10 shrubs per 50 feet of basin perimeter	649 l.f. / 50 = 13 trees and 130 shrubs	13 trees and 130 shrubs	Complies See Below

Parking Lot Islands

Sec. 1301(3)(D) requires the following:

- 1) There shall be no more than twelve (12) parking spaces in a row without a landscape break. The plans show 14 parking spaces in a row abutting the south side of the building. However, an area on the east end of this bay of spaces has been converted into a landscaped island. The Planning Commission could consider allowing the landscaped bed on the end of the spaces vs. breaking them up.

Shrubs Around Stormwater Basin

The label “4 NYS” located on Sheets C-15 & C-16 (next to existing tree #5047) should say “5 NYS.” There are five (5) *Nyssa sylvatica* tree symbols circled in purple.

Planning Commission Modifications

The Planning Commission may waive or modify the landscaping standards above where the intent of this Section can be met through reasonable alternatives. The plans are not fully compliant with the ordinance requirements include the following areas, where the Planning Commission has flexibility:

- 1) Parking lot landscaping (Sufficient number, but not located per ordinance)
- 3) Parking lot islands (Landscaped island on end of 14 space bay, vs. breaking up spaces per ordinance)

Screening Required in Specific Use Provisions

Sec. 1126 requires installation of a six-foot tall screening wall where a fueling station abuts a residential district. The Planning Commission may approve alternative screening materials. The plans show a heavy landscape screen consisting of evergreen and deciduous trees, ornamental trees, and evergreen and deciduous shrubs. The Planning Commission will need to discuss this alternative.

Trash and Recycling Containers

The dumpster is located in the rear yard and screened with a 7.3-foot-tall masonry wall and gate. The design of the screen matches the elevation materials on the building.

Items to be Addressed: 1) Planning Commission to consider allowing location of parking lot trees (number sufficient, but location not per ordinance). 2) Planning Commission to consider allowing 14 parking spaces in a row with the addition of the landscaped island on the east end of this bay of spaces. 3) Planning Commission to consider the heavy landscaped screen vs. six-foot-tall screening wall along property line abutting residential district. 4) Change label "4 NYS" to "5 NYS" on Sheets C15 & C-16.

LIGHTING

The applicant is proposing to install 13 single-luminaire, pole-mounted fixtures, and one, double-luminaire pole-mounted fixture as site lighting. The building will be illuminated with two different style light fixtures, and the gas-pump canopy will have 22 downward-facing light fixtures. We have the following comments.

- 1) The ordinance requires that light fixtures shall be shielded and direct light away from adjoining properties. As requested, manufacturer cut sheets were provided and show that the proposed fixtures can be shielded if necessary.
- 2) The lighting levels are within the maximum 20 footcandles, and the maximums along the property lines.
- 3) As requested, the height of light fixture XPM4 (#19) near the residences to the east has been reduced to 18-feet per ordinance requirements.
- 5) The Kelvin color temperature of the proposed fixtures is 4000K. Sec. 1303(3)(E) states that the color temperature of any outdoor light source shall not exceed 3500K unless introduced as part of a façade or landscape lighting scheme used exclusively for the decorative illumination through color of certain building façade or landscape features. The applicant will need to describe the necessity for the proposed color temperature.

Note that the ordinance requires that all outdoor lighting shall be reduced to at least 50% of the light level at full illumination one (1) hour after closing.

Items to be Addressed: 1) Applicant to describe necessity for proposed color temperature of lighting.

ELEVATIONS AND FLOOR PLANS

Elevations have been provided. As noted earlier, floor plans need to be provided.

Façade Variation:

The Form Based District architectural standards require façade variation. This project provides façade variation on each facade through the use of varying colors and materials. Façade materials are high quality (brick, cast stone sills and masonry veneer, metal roof accents).

Sec. 1126, *Vehicle fueling/multi-use station*, requires that the canopy structure be designed in a manner which is architecturally compatible with the principal building. An elevation of the proposed canopy has been provided and shows that the canopy design is consistent with the building design.

This section also requires that the canopy be attached to the principal building. If not attached, the applicant needs to demonstrate that the design is more functional and aesthetically pleasing. The response memo states the following: “It is Sheetz prerogative to provide an aesthetically pleasing site for consumers, and have designed their flagship building and canopy to strongly supplement one another.” The Planning Commission will need to evaluate the function/aesthetics of the applicant’s proposal.

Transparency:

First floors of buildings facing a ROW are required to provide 50% transparency. First floors along a side street or parking area are required to provide 30% transparency. Transparency calculations have been provided for each elevation. We have compared the façade transparency for each façade with the ordinance requirements in the table below:

Table 7. Façade Transparency

	Provided	Complies with Ordinance
W. Michigan Ave. Façade: 50% transparency required	26.8%	Does Not Comply – Requires Transparency Alternative or Variance
S. Hewitt Façade: 30% transparency required	16.7%	
Parking Lot Façade: 30% transparency required	31.33%	Complies
East Façade: 30% transparency required	40.0%	Complies

If applicable, the applicant should also describe if any of the “transparency alternatives” (Sec. 507(H)) applies to either of these two facades, and include them in the calculation.

Items to be Addressed: 1) *Planning Commission to evaluate that the proposed design with unattached canopy is more functional and aesthetically pleasing.* 2) *Applicant to provide any applicable “transparency alternatives” or seek variance for deficiency in W. Michigan and S. Hewitt facades.*

SPECIAL USE

In the Regional Corridor District, a fueling/multi-use station requires a special use. Standards for Special Use review are set forth in Section 1003. The Planning Commission, and the Board of Trustees when required, shall review the particular circumstances and facts of each proposed use in terms of the following standards and required findings, and with respect to any additional standards set forth in this Ordinance. The Planning Commission, either as part of its final decision or in its recommendation, shall find and report adequate data, information, and evidence showing that the proposed use meets all required standards and:

1. Will be harmonious, and in accordance with the objectives, intent, and purpose of this Ordinance.
2. Will be compatible with the natural environment and existing and future land uses in the vicinity.
3. Will be compatible with the Township master plans.
4. Will be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage ways and structures, refuse disposal, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately for such services
5. Will not be detrimental, hazardous, or disturbing to existing or future neighboring uses, persons, property, or the public welfare.
6. Will not create additional requirements at public costs for public facilities and services that will be detrimental to the economic welfare of the community.

We find that the standards have been met. Comments regarding how this proposal compares to the Special Land Use standards follow:

- W. Michigan Ave. is designated as a Regional Corridor, intended to support a high volume of both local and regional traffic. This corridor type accommodates large national chains and auto-oriented uses that draw customers both regionally and locally. The proposed use is consistent with the intent of this district.
- While variances are required, the applicant has worked with the Township to meet the form-based zoning requirements.
- The proposed use of the site as a fueling station, convenience store and restaurant that can serve both the regional market, but also local neighborhoods is consistent with the Master Plan.
- The applicant is making a significant investment to improve the site including sidewalk installation along both road frontages, landscaping, and lighting.
- With utility and other improvements, the site can adequately be served with public facilities and services
- The development of this site will not be detrimental to the future use and development of the corridor.

RECOMMENDATIONS

The proposal has a number of positive attributes. However, this design will require several variances:

- 1) *Building setback from S. Hewitt Rd. further than permitted by Form Based ordinance standards.*
- 2) *Parking is in front yard along S. Hewitt, which is not permitted in the Form Based ordinance standards.*
- 3) *Amount of glazing is deficient in W. Michigan Ave. and S. Hewitt St. façades.*

Regarding other design issues, the ordinance allows the Planning Commission some flexibility in its application. A summary of the comments in this review are provided below which should be discussed with the Planning Commission:

Natural Features

- 1) *Planning Commission to discuss how the amount of impervious surface on site complies with the steep slope standards.*
- 2) *Show tree protective fencing symbol around “trees to remain” on Sheets C-2, C-9 and C-10.*
- 3) *Include following note on Sheets C-2, C-9, C-10 and C-18: “No vehicle, other construction equipment, or construction materials or debris shall be parked or stored within the dripline of any tree or plant material intended to be saved.”*

Area, Width, Height, Setbacks (Bulk Requirements)

- 1) *Recommend Planning Commission condition any approval on implementation of the proposed lot split shown on the plans.*

Parking and Loading

- 1) *Provide building floor plans so that usable floor area dimensions can be confirmed.*

Site Access, Circulation, Traffic

- 1) *Planning Commission and applicant discuss shifting the gas-pump canopy to the west to allow easier turning movements for tanker trucks around canopy.*

Screening and Landscaping

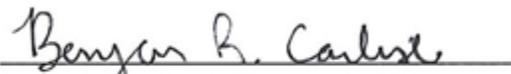
- 1) *Planning Commission to consider allowing location of parking lot trees (number sufficient, but location not per ordinance).*
- 2) *Planning Commission to consider allowing 14 parking spaces in a row with the addition of the landscaped island on the east end of this bay of spaces.*
- 3) *Planning Commission to consider the heavy landscaped screen vs. six-foot-tall screening wall along property line abutting residential district.*
- 4) *Change label “4 NYS” to “5 NYS” on Sheets C15 & C-16.*

Lighting

- 1) *Applicant to describe necessity for proposed color temperature of lighting.*

Elevations and Floor Plans

- 1) *Planning Commission to evaluate that the proposed design with unattached canopy is more functional and aesthetically pleasing.*
- 2) *Applicant to provide any applicable “transparency alternatives” or seek variance for deficiency in W. Michigan and S. Hewitt facades.*


CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, AICP, LEED AP
Principal

DEVELOPMENT AGREEMENT

This Development Agreement (**“Agreement”**) is entered into as of the ___ day of _____, 2025, by and between Sheetz, Inc., a Pennsylvania corporation, whose address is 5700 6th Avenue, Altoona, Blair County, Pennsylvania 16602 (**“Developer”**) and the Charter Township of Ypsilanti, a Michigan Municipal Corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the **“Township”**) and CLS Ypsilanti, LLC, an Ohio limited liability company, whose address is 250 Civic Center Drive, Suite 500, Columbus, Ohio 43215 (**“Land Owner”**)

RECITALS

A. **WHEREAS**, Land Owner is the holder of fee simple title to certain real property consisting of approximately 3.65 acres (Tax ID # K-11-39-350-029), and located on the southeast corner of S. Hewitt Road and Michigan Avenue, which real property is described on Exhibit A attached hereto and made a part hereof (hereafter referred to as the **“Property”** or as the **“Commercial Site”**);

B. **WHEREAS**, Land Owner is creating the Property as a separate independent parcel pursuant to a land division, and following the land division, the Land Owner will continue to own and possess the property identified and described on Exhibit A (hereafter the **“Retained Parcel”**);

C. **WHEREAS**, Skilken Gold Real Estate Development, LLC, an Ohio limited liability company, (**“Skilken Gold”**) provided certain land planning, land use, site identification and development services for the benefit of Developer, Land Owner and the Property and Skilken Gold has assigned and transferred all of its rights and interests with respect to the Property (including all land use applications related thereto) to Developer and/or Land Owner and;

D. **WHEREAS**, Developer desires to develop the Commercial Site pursuant to Article V of the Township’s Zoning Ordinance as a Form Based District Site Plan and;

E. **WHEREAS**, Developer desires to build all necessary infrastructure such as but not limited to water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs & gutters, without the necessity of special assessments by the Township, and;

F. **WHEREAS**, Developer desires to install lot grading and soil erosion and sedimentation control improvements as set forth on the approved Engineering Plan and to provide

drainage for storm water from the project site so that storm water complies with an approved Washtenaw County Water Resources Commission permit and;

G. **WHEREAS**, On September 18, 2024, the Township’s Zoning Board of Appeals reviewed the Preliminary Site Plan related to three variance requests to the building transparency requirements and voted to approve the requested variances; and

H. **WHEREAS**, On October 08, 2024, the Township’s Planning Commission reviewed Developer’s application for a Special Use and Preliminary Site Plan for the Commercial Site, and voted yes, to approve the Special Use and Preliminary Site Plan Approval with conditions and;

I. **WHEREAS**, As part of both the application and approval process, Developer has offered and agreed to make the on-site and off-site utility improvements depicted on the approved Sheetz Final Site Plan (defined below), which the Parties agree are necessary and roughly proportional to the burden imposed in order to (i) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (ii) protect the natural environment and conserve natural resources, (iii) ensure compatibility with adjacent uses of land, (iv) promote use of the Property in a socially and economically desirable manner, and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 et seq.

J. **WHEREAS**, Developer has submitted to the Township and the Township has reviewed and approved the Final Site Plan prepared by Developer’s engineer, Stonefield Engineering & Design (the “**Engineer**”), last revised on February 21, 2025, and the engineering plans for the Project (collectively, the “**Final Site Plan**”).

K. **WHEREAS**, In accordance with Section 305 of the Township’s Zoning Ordinance, the parties desire to enter into this Agreement for the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property, which Agreement shall be effective as of the date both parties execute this Agreement, and which shall be binding upon the Township, the Developer and the Owner/s of the Property, their successors, heirs and assigns.

NOW, THEREFORE, in consideration of the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms which are incorporated by reference as part of the final approval of the Developer’s Commercial Site Plan, the parties agree as follows:

**ARTICLE I.
GENERAL TERMS**

1.1 The parties acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties, their successors, heirs and assigns.

1.2 The Final Site Plan for the Commercial Site, which is attached hereto as Exhibit B, has been approved in accordance with the authority granted to and vested in the Township pursuant

to Act. No. 110, Public Acts of 2006, and Act No. 33, Public Acts of 2008, as amended, relating to municipal planning and in accordance with the Zoning Ordinance of Ypsilanti Township, enacted 2022, as amended.

1.3 The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Property described on Exhibit A and shall be incorporated by the appropriate executed instruments into the title of said Property and shall be deemed a restrictive covenant which shall run with the land and shall not be modified unless otherwise agreed to in writing by the Township, the Developer and/or owner/s of the Property and/or their successors, heirs and assigns.

ARTICLE II. PROVISIONS REGARDING DEVELOPMENT OF THE COMMERCIAL SITE

As part of approval of the Final Site Plan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS AGREED as follows:**

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below.
 - (A) **“Commencement Date”** means the date that building permits are first issued for any phase of the Project.
 - (B) **“Developer”** means Sheetz, Inc., a Pennsylvania corporation, its successors, and assigns.
 - (C) **“Development”** means all components of the Sheetz project as shown on the Final Site Plan, including the infrastructure and all required construction on each phase.
 - (D) **“Final Site Plan”** means the Final Site Plan defined in Recital I. above and all associated plans that have been reviewed and approved by the Township, including final engineering plans.

2. **Compliance with Applicable Laws.** All development, use, and improvement of the Property shall be subject to and in accordance with all applicable Township ordinances and county, state, and federal laws, and shall also be subject to and in accordance with this Agreement, the Final Site Plan, and all other approvals and permits required under applicable Township ordinances and county, state, and federal laws. All references in this Agreement to Township zoning ordinances shall be deemed to refer to the zoning ordinances in effect as of the date of this Agreement. The Development shall not be subject to any additional zoning requirements contained in any amendment or additions to the zoning ordinances that conflict with the provisions of this Agreement and the Final Site Plan, provided that all construction and development is completed in compliance with this Agreement and the Final Site Plan.

3. **Compliance with Conditions of Approval.** All development, use and improvement of the Property shall be in conformance with any and all conditions of approval of the Planning Commission pertaining to the Development as reflected in the official resolutions and/or minutes of such approvals. It is specifically agreed that Final Site Plan approval is contingent upon the execution of and compliance with this Agreement.
4. **Permitted Development.** The Property shall be used, developed, and improved only in accordance with the Final Site Plan and the construction plans for the Development as approved by the Township.
5. **Effect of Site Plan Development Approval.** Approval of the Final Site Plan constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with the Final Site Plan, the Conditions of Approval, and this Agreement.
6. **Density, Land Use Area, Setbacks, Building Height, and other Regulations.** Within the Property, all buildings and site amenities shall be laid out, situated, and designed in accordance with the Conditions of Approval and as shown on the approved Final Site Plan.
7. **Water and Sanitary Sewer Systems.**
 - (A) Development shall be developed with public sanitary sewers as approved by the Ypsilanti Community Utilities Authority and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations. The Development shall also be developed with public water mains as approved by the Ypsilanti Community Utilities Authority and the Michigan Department of Public Health, subject to all applicable laws and regulations. All standard connections, inspections, costs and fees imposed by the Township, including, but not limited to, engineering inspections, shall be paid by the Developer and/or Owner of the Property.
 - (B) Developer shall dedicate all necessary easements and conveyances for, and shall post financial security based on the Engineer's costs estimates relating to the completion of construction and dedication of all such water and sewer system improvements in accordance with and as set forth in this Agreement.
8. **Storm Water Drainage.**
 - (A) Developer, at its sole expense, shall construct and maintain an on-site storm water drainage system, in accordance with the Final Site Plan, and all applicable ordinances, laws, codes, standards, and regulations, as well as the approved site plan for each phase and sub-phase.

- (B) No certificates of occupancy shall be issued for any phase in the Development prior to completion and approval of the primary on-site storm water drainage and detention system for the Development.
- (C) Developer shall acquire necessary easements, if any, over adjoining properties to accommodate storm water management prior to construction of any components of the storm water system.
- (D) A so-called 433 Agreement is not planned or needed with respect to the Development.
- (E) All storm water catch basins are to be labeled as storm drains. All storm water catch basins shall have a message that reads “Dump No Waste – Drains to River.”
- (F) The parties acknowledge and agree that an approximately fifteen foot wide storm water drainage and storage easement will be established for the benefit of the Property in the northerly portion of the Retained Parcel.
- (G) The parties acknowledge and agree that the Developer shall have an easement to install and maintain grading in the northwesterly portion of the Retained Parcel for purposes of storm water drainage and establishment of elevations of the Property.

9. Landscaping and Tree Preservation, Protection and Mitigation

- (A) All tree preservation, protection, and mitigation on the Property shall be completed and maintained as shown and described in the tree preservation plan, details, and information that are part of the approved Final Site Plan.
- (B) Internal landscaping and landscaping amenities, including all internal pedestrian trails, on the Property shall be completed and maintained as shown and described in the landscape plans, details, and information that are part of the approved Final Site Plan, which landscaping may be installed on a phased basis, consistent with the development of phases of the project.
- (C) Internal landscaping and landscaping amenities shall be fitted with an irrigation system to allow plant materials to be watered on a regular basis.
- (D) To protect the storm sewer system and reduce the risk of water pollution, the use of phosphorus-based fertilizers on the Property is prohibited. This restriction applies to all landscaping, lawns, and plantings maintained on the Property.

10. Lighting and Signs:

- (A) Lighting on the Property shall be completed and maintained as shown and described in the lighting and photometrics plans that are part of the

approved Final Site Plan, or as amended by Developer and approved by Township Staff.

- (B) Any future lighting not shown in the Final Site Plan shall comply with all applicable Township ordinances. All lighting components, including Kelvin ratings, require Township approval prior to installation. This provision may be enforced by the Township at any time.
- (C) Any future signage not shown in the Final Site Plan shall comply with all applicable Township ordinances and shall require Township approval prior to installation.

11. Security System and Cameras:

- (A) Developer shall install interior and exterior security camera systems and recordings, as described below, shall be held for 30 days and be made available to law enforcement upon request.
- (B) Per Section 812 – Security Cameras, of the Zoning Ordinance, the exterior camera system must be high definition with a minimum resolution of 1080p and night vision capabilities, with 120 concurrent hours of digitally recorded documentation of continuous operation. The security cameras shall be in operation twenty-four (24) hours a day, seven (7) days a week. Security cameras shall be placed to cover the entire site.
- (C) Developer shall submit a security camera plan to the Planning Department, specifying the locations, angles, and technical specifications of all cameras. The Planning Department will forward the security camera plan to the Washtenaw County Sheriff's Office for review and approval. This approval shall be required prior to the issuance of a Certificate of Occupancy. The Sheriff's Office comments will be shared with the developer.
- (D) An alarm system is also installed that is operated and monitored by the Developer's security operations center on a 24 hour a day/365 day a year, basis.

12. Traffic and Pedestrian Circulation.

- (A) Approval of the Final Site Plan requires Developer to install an eight-foot-wide sidewalk along the south side of Michigan Avenue, and a five-foot sidewalk on S. Hewitt Road, and any other improvements shown in conformity with the Final Site Plan.
- (B) Developer shall design, situate, construct, maintain, and repair all roads, entranceways, drives, safety paths, walkways, and traffic circulation signage within and for the Development, at its sole expense, in accordance with as set forth in detail in the Permit Conditions and Final Site Plan and

otherwise in accordance with all applicable statutes, ordinances, regulations, and approvals.

- (C) Developer shall post financial security based on the Engineer's estimates, which shall be reviewed and approved by the Township Engineer, relating to the phased construction of drives, and parking lots within and for the Development, in accordance with and as set forth in detail in the Permit Conditions and this Agreement.
- (D) The developer shall set aside twelve (12) parking spaces to be used as Electric Vehicle (EV) charging stations at a future date. The Developer will actively solicit EV charging station suppliers annually in an effort to establish at least two (2) EV charging stations at this site within five (5) years from the approval date of this Agreement. Nothing in this Agreement will prohibit the Developer from establishing more than two (2) EV charging stations within this timeframe, up to the twelve (12) EV charging stations shown on the approved Final Site Plan.

13. Construction Debris.

Developer shall regularly remove all discarded building-materials and rubbish as necessary during installation and construction of site improvements on said site.

14. Completion of Improvements; Financial Assurances.

- (A) All on-site and off-site improvements of the Development required in the Final Site Plan, including without limitation, all roads, drives, entranceways, parking lots, sanitary sewer service system, water service system, storm water drainage system, detention and retention facilities, gas and electric utilities, lighting, signage, landscaping, landscaping amenities, public safety path, internal private pedestrian walkways with related amenities and improvements, barrier or screening walls, sidewalks, retaining walls, soil erosion and sedimentation controls, and any other improvements within or for the Development shall be completely constructed and provided to all buildings and facilities within the Development as required and as set forth in the approved Final Site Plan, any other approvals or permits granted by the Township, and all applicable ordinances, laws, standards, and regulations.
- (B) During the construction of the Development, Developer shall be obligated to maintain the above improvements and amenities, and as required by the Township's Performance Guarantees ordinance, Developer shall provide financial assurances based on the Engineer's cost estimates that are satisfactory to the Township (in its reasonable judgment) for completion, preservation, and maintenance of such improvements on a phase-by-phase basis such that, upon completion, each sub-phase will be capable of standing on its own in terms of the presence of services, facilities, and open space,

and shall contain the necessary components to ensure the protection of natural resources and the health, safety, and welfare of the users of the Development.

- (C) Such financial assurances shall be subject to the Engineer's cost estimates and in the form as set forth in Section 3.06, Performance Guarantees, of the Zoning Ordinance, which financial assurances may be utilized by the Township, at its option, to complete and maintain such improvements using the funds from the security posted by the Developer, in accordance with Section 15 of this Agreement if Developer has failed to complete and/or maintain the improvements within the time specified therein. If Developer proceeds with any sub-phase within the development of the Property, Developer shall be obligated to design and completely construct all of the improvements and amenities required for said sub-phase.
- (D) Upon completion of each building within the Development and the corresponding successful inspections, the Township shall issue a Certificate of Occupancy for such building(s). The Developer may request and receive a Certificate of Occupancy for a building or buildings within a sub-phase prior to completion of that sub-phase if 1) a majority of the work, especially that work essential for ensuring the health, safety and welfare of the occupants within that sub-phase is completed, and the remaining sub-phase work is minor and incidental to the occupancy of that sub-phase, and 2) site conditions at that time preclude completion of the work in a timely manner (e.g. installing landscaping in the winter) and 3) if financial sureties based on the Engineer's cost estimates to complete the uncompleted work are provided or remain in place with the Township.
- (E) Upon issuance of a Certificate of Occupancy for a building, and also upon completion and dedication of primary utility lines (storm, water, sanitary), the appropriate bond(s) or monies held in escrow by the Township shall be released to the Developer or issuing entity.
- (F) It is anticipated that construction will begin with the mass grading, storm sewer and detention system, water main and sanitary sewer, and wetland mitigation areas.

15. **Township Enforcement.** In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the Final Site Plan or this Agreement, the Township may serve written notice upon Developer and/or the owner of the portion of the Property with respect to which the obligation or undertaking is required (the "**violating party**") setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and if not cured, the date, time, and place for a hearing before the Township Board, or such other board, body, or official delegated by the Township Board, for the purpose of allowing the violating party an opportunity to be heard as to why the Township should not proceed with the correction of the deficiency or obligation

which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain at the discretion of the Township Board. The foregoing notice and hearing requirements shall not be necessary in the event the Township determines in its discretion that an emergency exists requiring immediate action. If, following the hearing described above, the Township Board, or such other board, body, or official designated to conduct the hearing, shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the Township in its discretion, the Township shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or State laws:

- (A) Enter upon the Property or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the Township to be appropriate. The cost and expense of making and financing such actions by the Township, including notices by the Township and legal fees incurred by the Township, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the violating party within thirty (30) days of a billing to the violating party. The payment obligation under this paragraph shall be secured by a lien against the phase or phases of the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to the violating party pursuant to this paragraph, or in emergency circumstances, the date at which the Township incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the violating party for more than thirty (30) days on the delinquent tax rolls of the Township relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the violating party, and, in such event, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit if the Township prevails in collecting funds thereby. This provision does not preclude the Township from exercising its rights under other sections of this Agreement.
- (B) Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the Final Site Plan. Except in emergency circumstances, the violating party shall be provided notice of the deficiencies from the Township and shall be afforded an opportunity to timely correct. In the event the Township obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit.

- (C) The Township may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

16. **Delay in Enforcement; Severability.** Any failure or delay by the Township to enforce any provision herein contained shall in no event be deemed, construed, or relied upon as a waiver or estoppel of the right to eventually do so thereafter. Each provision and obligation contained herein shall be considered to be an independent and separate covenant and agreement, and in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

17. **Access to Property.** In all instances in which the Township utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, and at any time throughout the period of development and construction of any part of the Development, the Township and its contractors, representatives, consultants, and agents shall be permitted and are hereby granted authority to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements and for the purposes of inspecting for compliance with and enforcing the Site Plan Documents.

18. **Agreement Jointly Drafted.**

- (A) The Parties have negotiated the terms of the Final Site Plan, and such documentation represents the product of the joint efforts and mutual agreements of the Parties. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the Final Site Plan and Conditions of Approval, and they shall not be permitted in the future to claim that the effect of the Final Site Plan or Conditions of Approval results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the Final Site Plan or Conditions of Approval causes an inverse condemnation, other condemnation or taking of all or any portion of the Property.

- (B) Furthermore, it is agreed that the improvements and undertakings described in the Final Site Plan and Conditions of Approval are necessary and roughly proportional to the burden imposed and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically

desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.*

- (C) It is further agreed and acknowledged hereby that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property, and all such improvements without exception are clearly and substantially related to the Township's legitimate interests in protecting the public health, safety, and general welfare.
- (D) The Parties acknowledge and agree that such improvements, both on-site and off-site, have been found to be necessary and constitute a recognizable and material benefit to the ultimate users of the Development and to the community, which benefit would otherwise be unlikely to be achieved without the Development and is an important component of the Development upon which the Township relied in its consideration and approval of the Sutherland Farms Development.

19. **Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Final Site Plan and Conditions of Approval which apply, the Township, in the reasonable exercise of its discretion, shall determine whether the regulations of the Township's Zoning Ordinance, as that Ordinance may have been amended, or other Township Ordinances shall be applicable provided such determination is not inconsistent with the nature and intent of the Final Site Plan and Conditions of Approval. Whenever possible under the laws of the State and ordinances of the Township, the approval of the Final Site Plan shall be determined to be a reasonable and minor waiver or modification to the applicable Township regulation or Ordinance, so that the particular aspect of the Development that is in question shall be deemed acceptable. In the event of a conflict or inconsistency between two or more provisions of this the Final Site Plan and Conditions of Approval, the more restrictive provision, as determined in the reasonable discretion of the Township, shall apply. In addition, if there is a conflict or inconsistency between this Agreement, the Final Site Plan and Conditions of Approval and applicable Township ordinances, this Agreement, the Final Site Plan and Conditions of Approval shall apply. In no event shall the Township applying the more restrictive provision result in loss of Development density, impair the operations of the Development, or otherwise negate the general intent of the Developer and the acceptance of the Planning Commission demonstrated by their approval of the Final Site Plan.

20. **Warranty of Ownership.** Land Owner hereby warrants that it is the owner of the Property and that Developer has a ground lease and all requisite authority to develop the Property and to enter into and perform its obligations under this Agreement.

21. **Running with the Land; Governing Law.** This Development Agreement shall run with the land constituting the Property and shall be binding upon and inure to the benefit of the Parties and all of their respective heirs, successors, assigns, and transferees. This Agreement shall be recorded by any of the Parties following the execution of this Agreement. This Development Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Development Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.
22. **Assignment.** Developer may not assign its rights under this Agreement without the prior written agreement of the Township, which shall not be unreasonably withheld. No assignment shall be effective unless all financial assurances for the Development or applicable sub-phase have been posted with the Township and the assignee has agreed to be fully bound to each and every term hereof including but not limited to, the financial assurances required by Paragraph 15 of this Agreement and Section 3.06 of the Ypsilanti Charter Township Zoning Ordinance. Notwithstanding the foregoing, Developer may collaterally assign its rights under this Agreement to a mortgagee that provides construction financing for the Project, without requiring the consent of the Township.
23. **Recording.** This Agreement may be recorded with the Washtenaw County Register of Deeds. If this Agreement is not recorded in its entirety, an Affidavit may be recorded, upon approval by the Township Attorney, containing the legal description of the entire project, specifying the dates of approval and all amendments of the Final Site Plan, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance with the Final Site Plan and this Agreement.
24. **Amendments and Modifications.** The provisions of this Agreement may be amended or modified, but only with the prior written consent of the Township and the Development's Owner(s). Any amendment or modification to this agreement shall be recorded in the Washtenaw County Records. Any portion of this instrument not otherwise amended or modified, shall remain in full effect.
25. **Estoppels.** Upon request by Developer, its mortgagee or any successor in title, the Township shall confirm in writing that, to the knowledge of the Township, Developer is not in breach of its obligations under this Agreement (or if there is a known breach, specifying the nature of such breach) and this Agreement remains in full force and effect.

THIS DEVELOPMENT AGREEMENT was executed by the respective Parties on the date specified with the notarization of their signatures and shall be considered to be dated on _____, 2025, and shall take effect immediately.

Remainder of Page Intentionally Blank. Signatures to Follow

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan Municipal Corporation

By: _____
Name: BRENDA STUMBO
Title: Supervisor

By: _____
Name: DEBRA A. SWANSON
Title: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing Development Agreement was acknowledged this ___ day of _____, 2025, by Brenda L. Stumbo, Supervisor, and Debra A. Swanson, Clerk, of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of said entity.

Notary Signature: _____, Notary Public

Notary Public
_____ County, _____
Acting in _____ County

Drafted by and upon recording, return to:
Douglas Winters and Dennis McLain
McLain & Winters
61 North Huron Street
Ypsilanti, MI 48197

EXHIBIT "A"
LEGAL DESCRIPTION

THE PROPERTY

LAND LOCATED IN THE TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW AND STATE OF MICHIGAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

PART OF FRENCH CLAIM 690, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN DESCRIBED AS COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID FRENCH CLAIM 690; THENCE ALONG THE WESTERLY LINE OF SAID FRENCH CLAIM 690, NORTH 16 DEGREES 04 MINUTES 20 SECONDS WEST, 257.12 FEET TO THE POINT OF INTERSECTION OF SAID CLAIM LINE WITH THE EASTERLY LINE OF SOUTH HEWITT ROAD (WIDTH VARIES); THENCE 112.65 FEET ALONG THE EASTERLY LINE OF SAID SOUTH HEWITT ROAD, ALONG A NON-TANGENT CURVE TO THE LEFT, RADIUS 550.38 FEET, CHORD BEARS NORTH 01 DEGREES 23 MINUTES 05 SECONDS EAST, 112.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID SOUTH HEWITT ROAD, 64.88 FEET, ALONG A CURVE TO THE LEFT, RADIUS 550.38 FEET, CHORD BEARS NORTH 07 DEGREES 51 MINUTES 21 SECONDS WEST, 64.84 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID SOUTH HEWITT ROAD, NORTH 16 DEGREES 04 MINUTES 20 SECONDS WEST, 309.46 FEET TO A POINT ON THE SOUTHERLY LINE OF MICHIGAN AVENUE, AS WIDENED, (WIDTH VARIES); THENCE ALONG THE SOUTHERLY LINE OF SAID MICHIGAN AVENUE, SAID LINE BEING 60.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE CENTER LINE OF SAID MICHIGAN AVENUE, NORTH 54 DEGREES 58 MINUTES 40 SECONDS EAST, 454.54 FEET; THENCE SOUTH 16 DEGREES 04 MINUTES 20 SECONDS EAST, 365.40 FEET; THENCE SOUTH 54 DEGREES 58 MINUTES 40 SECONDS WEST, 100.00 FEET; THENCE SOUTH 16 DEGREES 04 MINUTES 20 SECONDS EAST, 5.00 FEET; THENCE SOUTH 54 DEGREES 58 MINUTES 40 SECONDS WEST, 364.34 FEET TO THE POINT OF BEGINNING.

RETAINED PARCEL

LAND LOCATED IN THE TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW AND STATE OF MICHIGAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B:

PART OF FRENCH CLAIM 690, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID FRENCH CLAIM 690; THENCE ALONG THE WESTERLY LINE OF SAID FRENCH CLAIM 690, NORTH 16 DEGREES 04 MINUTES 20 SECONDS WEST, 257.12 FEET TO THE POINT OF INTERSECTION OF SAID CLAIM LINE WITH THE EASTERLY LINE OF SOUTH HEWITT ROAD (WIDTH VARIES); THENCE 112.45 FEET ALONG THE EASTERLY LINE OF SAID SOUTH HEWITT ROAD, ALONG A NON-TANGENT CURVE TO THE LEFT, RADIUS 550.38 FEET, CHORD BEARS NORTH 01 DEGREES 23 MINUTES 05 SECONDS EAST, 112.45 FEET; THENCE NORTH 54 DEGREES 58 MINUTES 40 SECONDS EAST, 364.34 FEET; THENCE SOUTH 16 DEGREES 04 MINUTES 20 SECONDS EAST, 466.68 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID FRENCH CLAIM 690; THENCE ALONG SAID CLAIM LINE, SOUTH 71 DEGREES 30 MINUTES 10 SECONDS WEST, 378.66 FEET TO THE POINT OF BEGINNING.

THE RETAINED PARCEL IS OWNED BY THE LAND OWNER AND IS ONLY SUBJECT TO THE TERMS OF THIS AGREEMENT THAT EXPRESSLY IDENTIFY THE RETAINED PARCEL AND ANY EASEMENTS RELATED THERETO.

EXHIBIT "B"

FINAL SITE PLAN

Final Site Plan prepared by Stonefield Engineering & Design entitled Site Development Plans for Sheetz Proposed Convenience Store and Fuel Sales 2103 West Michigan Avenue, Charter Township of Ypsilanti, Washtenaw County, Michigan last dated February 21, 2025 is hereby incorporated by reference.

Due to size of Final Site Plan it is has been provided to the Township separate from this Development Agreement and is incorporated by reference.



MEMORANDUM

To: Charter Township Board of Trustees

From: Stan Eldridge, Township Treasurer
Erane Washington, 14B District Court Judge

CC: William D. Winters, Township Legal Counsel

Date: April 9, 2025

RE: **Recommendation to approve a Request for Change Order (RCO #1.0) for the 14B District Court renovation in the amount of \$47,614.00.**

This request is made due to changes that are explained in detail within the attachment to this memorandum. The scope of the request revolves around these areas:

➤ Earthwork & Utilities	\$4,905.00
➤ Flooring	\$31,302.00
➤ Fire Protection & Plumbing	\$8,490.00
➤ BCG GLI (0.85%)	\$379.92
➤ BCG OH & P (4.5%)	\$2,028.46
➤ Payment & Performance Bond (1.08%)	\$508.74

These changes will not exceed the previously approved overall project budget, and the funds are available in the contract contingency that was set at 8.5%, that was previously approved by the Township Board in 2024. The funds are allocated in **#101-901-971.236**.



April 03, 2025

Mr. Stan Eldridge
 Charter Township of Ypsilanti
 7200 S. Huron Drive
 Ypsilanti Township, MI 48197

RE: REQUEST for CHANGE ORDER (RCO #1.0)
 Ypsilanti Township – 14-B District Court
 BCG Project #04-007

Dear Mr. Eldridge,

Braun Construction Group is submitting this letter to identify the cost associated with *additional concrete sidewalk removal, additional floor prep, LVT flooring in lieu polished concrete, flooring revisions, and sanitary sewer repair*, as detailed in the attached RCO Summary. Appropriate documentation is attached.

1. BCG RCO #1.0 Summary dated: 04/03/25	\$44,697.00
2. BCG General Conditions	\$0.00
3. BCG GLI @ 0.85%	\$379.92
4. BCG OH&P @ 4.5%	\$2,028.46
5. Payment & Performance Bond @ 1.08%	\$508.74

TOTAL "ADD" COST	\$47,614.00
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Previous Contract Amount	\$4,208,497.00
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Revised Contract Amount including this Request for Change Order	\$4,256,111.00
---	-----------------------

Please confirm your approval of this additional cost and we will prepare a Change Order to incorporate this cost and scope of work into the project.

Please contact me directly if you have any questions regarding this request.

Sincerely,

BRAUN CONSTRUCTION GROUP

Michael S. Zatroch

Michael S. Zatroch
 Vice President of Operations

Charter Township of Ypsilanti

 Stan Eldridge, Township Treasurer

 Date

Cc: TJ Braun, Braun Construction Group
 Jaisanna Jarvis, Braun Construction Group
 Kayce Deal, Braun Construction Group
 Kevin Griffon, Braun Construction Group

Acknowledgement	Initials
John Hines, Ypsilanti Township	
Erane C. Washington, Washtenaw County	
James Renaud, JFR Architect, PC	JFR

3/31/2025

**DIVERSIFIED
EXCAVATING &
SITE UTILITIES**

7810 Whittaker Rd. Ypsilanti, MI 48197

Office(734) 487-6454 cell (734) 216-0875

Project Ypsilanti Court House 14-B

Owner

Location Ypsilanti, MI

	Description	Quantity	Units	Unit Price	Total
1	We hereby submit the following quotation for the Earthwork at the above				
2	project. We have included the following:				
3					
4	ADDITIONAL CONCRETE SIDEWALK				
5	REMOVAL AND AGGREGATE PLACEMENT				
6	FOR SANITARY INSTALLATION				
7					
8	additional concrete sawing				\$ 415.00
9					
10	additional concrete sidewalk removal				\$ 2,540.00
11					
12	additional aggregate to bring grade				
13	up flush with surrounding concrete				\$ 1,950.00
14					
15					
16				TOTAL	\$ 4,905.00
17					
18					
19					
20					
21					
22					
23					
24					
25					

Exclusions:

This quotation does **NOT** include permits, bonds, testing, layout, fees of any kind.

No Landscaping, Dewatering, or Removal of Contaminated Soils

No New Curb, Asphalt or Sidewalk

Accepted By: _____

David J. Chie, Ryan Moon



*Setting the standard in
quality floor covering solutions.*

20320 Cornillie Drive
Roseville, Michigan 48066
Tel. (586) 585-7470
Fax (586) 585-7478

February 10th, 2025

Braun Construction Group
39395 W. 12 Mile Road, Suite 100
Farmington Hills, MI 48331

Attention: Jaisanna Jarvis/ Kevin Griffon

RE: Ypsilanti 14-B Court
ADD for Heavy Prep (**REVISED**)

We submit the following add to furnish and install Ardex SDF, Ardex CP and Ardex Primer P-51 in areas with quarry tile for a smooth surface. Also, self-leveling with Ardex V1200 and Ardex Primer P-51 in the Storage Room 109 and Existing Bathroom areas.

Ardex V1200 100 bags @ \$55.00 per bag=	\$5,500.00
Ardex P-51 5 gallon Primer @ \$150.00 per gallon=	\$750.00
Ardex CP 30 Bags @ \$50.00 per bag=	\$1,500.00
Ardex SDF 30 bags @ \$35.00 per bag=	\$1,050.00
Labor 60 hrs @ \$95.00 per hour=	\$5,700.00
Tax	\$530.00
Freight	<u>\$200.00</u>

Total Add: \$15,230.00

Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy Shock", written over a light blue horizontal line.

Timothy Shock
Project Manager



*Setting the standard in
quality floor covering solutions.*

20320 Cornillie Drive
Roseville, Michigan 48066
Tel. (586) 585-7470
Fax (586) 585-7478

February 11th, 2025

Braun Construction Group
39395 W. 12 Mile Road, Suite 100
Farmington Hills, MI 48331

Attention: Jaisanna Jarvis/ Mike Zatroch

RE: Ypsilanti 14-B Court
ADD for LVT in lieu of the polished concrete

We submit the following add to furnish and install Armstrong Parallel 20 Color: TBD LVT in lieu of Polished concrete.

Armstrong Parallel 53 Ctns @ \$72.00 per ctn=	\$3,816.00
Adhesive 3 pails \$125.00 per pail=	\$375.00
Prep=	\$2,000.00
Labor=	\$5,700.00
Tax=	\$259.00
Freight=	\$750.00

Total Add: \$12,900.00

Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy Shock", written over a light blue horizontal line.

Timothy Shock
Project Manager



*Setting the standard in
quality floor covering solutions.*

20320 Cornillie Drive
Roseville, Michigan 48066
Tel. (586) 585-7470
Fax (586) 585-7478

February 24th, 2025

Braun Construction Group
39395 W. 12 Mile Road, Suite 100
Farmington Hills, MI 48331

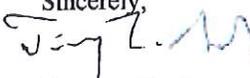
Attention: Jaisanna Jarvis/ Mike Zatroch

RE: Ypsilanti 14-B Court
ADD for Carpet tile in lieu of VCT in room 109

We submit the following add to furnish and install Interface Open Air 404 Black carpet tile in lieu of Armstrong Standard Excelon 12"x12" tile in room 109 storage.

Interface CPT Tile 8 Ctns @ \$144.00 per ctn=	\$1,152.00
Adhesive 1 pail \$120.00 per pail=	\$120.00
Labor=	\$650.00
Tax=	\$77.00
Freight=	<u>\$50.00</u>
Deduct VCT	\$375.00
Total Add:	\$1,674.00

Please feel free to call me if you have any questions.

Sincerely,

Timothy Shock
Project Manager



*Setting the standard in
quality floor covering solutions.*

20320 Cornillie Drive
Roseville, Michigan 48066
Tel. (586) 585-7470
Fax (586) 585-7478

February 24th, 2025

Braun Construction Group
39395 W. 12 Mile Road, Suite 100
Farmington Hills, MI 48331

Attention: Jaisanna Jarvis/ Mike Zatroch

RE: Ypsilanti 14-B Court
ADD for Carpet tile in Rooms 115 & 116

We submit the following add to furnish and install Interface Open Air 404 Black carpet tile and 4" vinyl cove base in rooms 115 & 116.

Interface CPT Tile 4 Ctns @ \$144.00 per ctn=	\$576.00
Adhesive 1 pail \$120.00 per pail=	\$120.00
Labor=	\$350.00
Base=	\$360.00
Tax=	\$42.00
Freight=	\$50.00
Total Add:	\$1,498.00

Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy Shock", is written over the printed name.

Timothy Shock
Project Manager

YPSI RCO #1.0 - #15-300
~~YPSI CNL #2.0 - #15-300~~



ALPINE

MECHANICAL CONTRACTORS

PLUMBING • FIRE PROTECTION • ELECTRICAL • HVAC

24634 FIVE MILE ROAD • DETROIT, MI 48239 • Ph: 313-541-8000 • Fx: 313-537-6975

3/4/2025

Braun Construction

email, kgriffon@braunog.com

Project, ypsilanti 14 B courthouse, Sewerline replacement

1. Dig up approx.12' sewerline and replace, depth 3'6"
2. Replace 4" piping
3. Inspection by plumbing inspector
4. Re align pitch of piping
5. Backfill with same material sand mix and compact at 8" lifts
6. Flush sewerline and check flow
7. Add 4" clean out in line and set to finish floor height
8. Snake drain line for mop sink in same area, plugged solid
9. labor and clean up
10. Job breakdown,

Laborer, 32 hours @ 90.00 an hour	\$2,880.00	\$2,880.00
Plumber, 32 hours @155.00 an hour	\$4,960.00	\$4,960.00
equipment, Sewer Machine	200.00	
Jackhammer		
Material	<u>450.00</u>	
	\$8,490.00	<u>\$8,490.00</u>



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

CC: Robin Castle-Hine, Community Events Manager

Date: April 9, 2025

RE: **Request to approve the contract with John E. Lawrence for 2025 JEL Concert Series to be held at Ford Lake Park August 1, 8, 15, 22, and 29.**

The Residential Services Department is requesting approval of the contract submitted by John E. Lawrence for the JEL Concert Series in 2025. This contract would be contingent on final attorney review and approval. The contract being proposed by Mr. Lawrence was presented and approved for board recommendation by the Ypsilanti Township Park Commission at the April 7, 2025 meeting.

This would be the fourth year that the summer concert series has been hosted at Ford Lake Park, and fifth overall. This year, the amount of shows is being reduced to five (5), on each Friday in August. Though the amount of shows is being reduced, the proposed artists would be amplified by bringing in the top artists from those past shows. The schedule and artist list will be included in the final contract copy, which can be solidified if the show is approved. Due to quality of artist being brought in, JEL has proposed an increase to the entry fee of \$20 per car, from \$10. This cost will help offset the costs to book the artist, stage and sound system. The contract also highlights transportation, park entry and amenities needed for guests on site.

John Hines
Municipal Services Director
jhines@ypsitownship.org

Chair
Cass Creech
Vice Chair
Drew Crosby
Treasurer
Suzanne LaFrance
Secretary
Lawrence Johnson



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

Commissioners
Edward Burnett
Ashley Agdorny Sanders

Park Commission

4/9/2025

RECOMMENDATION TO APPROVE THE 2025 JOHN E LAWRENCE JAZZ FEST

Dear Supervisor Stumbo and Members of the Ypsilanti Township Board,

The Ypsilanti Township Park Commission makes a recommendation to approve the 2025 John E Lawrence Jazz Fest as proposed to the commission at the 4/7/2025 meeting.

The motion for the recommendation to the Township Board was made by Commissioner Burnett and seconded by Vice Chair Crosby.

The votes were as follows:

Yes: Creech, Crosby, Johnson, Burnett, Sanders

No: None

Abstain: None

Absent: LaFrance

In Service,

A handwritten signature in black ink, appearing to read 'Cass Creech'.

Cass Creech, Chair
Park Commission
Ypsilanti Township

Facility Use Agreement
JEL Concert Series – Summer 2025

Date of Agreement: March 25, 2025

Event: JEL Concert Series, Ford Lake Park, Aug 1,8,15,22,29, 2025

Organizer: John E. Lawrence

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 John E. Lawrence Community Entertainment and the Charter Township of Ypsilanti ("TWP") for the use of Ford Lake Park and the facilities contained therein for a JEL Concert Series Series.

2. Scope of Use. JEL Concert Series is hosting the Event, to take place August 1, 8, 15, 22, 29, 2025 at Ford Lake Park, with further details provided in the attached Schedule, (attach schedule) incorporated as part of this Agreement. The parties agree to the following scope:
 - 2.1. Priority Event Use. JEL Concert Series shall have priority use of the park during the Event Dates. The TWP may allow other events in the Park on these dates as long as they do not interfere with the JEL Concert Series.

 - 2.2. Transportation. Transportation of all guests anywhere in the park to the stage area will be the responsibility of the JEL Concert Series. When available, the TWP will provide additional "rides with the TWP golf carts" for visitors with handicaps. JEL Concert Series shall announce the traffic flow and the schedule of the transportation of their choosing to all visitors in an attempt to avoid any confusion.

 - 2.3. Right of Inspection. The TWP shall have the right to inspect its facilities being used by JEL Concert Series. JEL Summer Concert Series shall be responsible for ensuring that all Event sponsor activities follow TWP Park rules and ordinances.

 - 2.4. Conformance with Rules and Regulations. JEL Concert Series acknowledges that the TWP is subject to the Michigan Department of Natural Resources (DNR) and FERC guidelines on Park and lake access, including TWP ordinances as they pertain to the use of TWP parks and facilities. Additionally, JEL Concert Series and its partners, sponsors, and vendors shall abide by the laws of Michigan and the United States, and shall not violate municipal ordinances, including no alcohol or smoking in the parks. 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; JEL Concert Series hereby consents to the exercise of such authority by the TWP.

3. Rental Fees and Expenses

- 3.1. Parking Fees. JEL Concert Series and the TWP shall mutually agree upon reasonable Parking Fees for the Event. The JEL Concert Series shall retain \$15.00 of every \$20.00 collected per car. The TWP shall retain \$5.00 of every \$20.00 per car from the Parking Fees. The TWP shall provide 10 free parking spaces for staff and entertainment of the JEL Concert Series. The TWP shall manage Event parking and shall be responsible for any associated parking expenses, including providing parking passes or designated spaces. The TWP will have full authority to determine who is admitted to the park during the JEL Concert Series.
- 3.2. Event Expenses. The TWP shall be responsible for associated JEL Concert Series expenses, including service expenses for extra trash removal service, field paint, porta johns and additional safety equipment. Such JEL Concert Series expenses do not include TWP staff wages or other normal or ongoing TWP expenses or fees that do not directly result from the JEL Concert Series. However, the JEL Concert Series will be responsible for cleaning up all trash on field and disposing of garbage in the Dumpster located on the premises before 8 am the day after the Concert Series. The JEL Concert Series will be responsible for taking down all JEL Concert Series promotions placed throughout the park after each concert.

4. Obligations of JEL Concert Series

- 4.1. Proof of Insurance. The JEL Concert Series 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. Food Trucks and Vendors Shall be subject to admission based on the pre-approval of the TWP. This will include all food trucks having approval from the Mobile Food Service Unit (MFSU) and the additional registration from the TWP planning department, per the guidelines. JEL Concert Series will provide a list of its vendors to the TWP for access and security reasons. The cut off time for food trucks and vendors to enter is 5pm without exception. The JEL Concert Series will keep 100% of fees associated with the monies made from Food Trucks or Vendors.
- 4.3. TWP Inclusion in Event Planning. JEL Concert Series will include TWP staff in relevant Event planning meetings.
- 4.4. TWP Activation Space. If JEL Concert Series sponsors are allocated booths or activation space, JEL Concert Series 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.

4.5. Safety. The JEL Concert Series shall contract with local law enforcement to ensure Event details are communicated and any needed plans are in place to meet Event safety and community needs. Must have Police presence on site from 6:30 pm until park is empty of visitors. Safety plan will need to be submitted to the TWP thirty (30) days prior to the event for approval.

5. Obligations of the TWP

5.1. Park and Facilities Access. The TWP will provide access to the Park and grounds, including, parking spaces/areas, and use of onsite administrative building. The TWP may maintain the use of all rooms in onsite administrative buildings being thoughtful of the main rooms usage with entertainers. No JEL Concert Series equipment may be stored in the park or in the buildings in the park overnight. The garage may only be used by JEL Concert Series for the storage of signs and banners.

5.2. Activities & Temporary Structures. The TWP shall allow the JEL Concert Series to have a stage, sound system and video system in place for the nights of the JEL Concert Series. These items must be removed from the premise the same night or have the owner of the items sign a hold harmless agreement that release the TWP from all responsibility should said items be vandalized or damaged.

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

- a. Dumpster Removal/Trash Receptacles– replacing dumpster as needed, adding additional trash receptacles to meet increased needs of the JEL Concert Series.
- b. Maintaining any onsite restrooms and all temporary restrooms onsite for JEL Concert Series usage.
- c. Maintaining all common areas, including parking lots and parking areas.
- d. Goose mitigation and Mosquito eradication

6. Term and Termination

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

- a. Upon mutual written consent of both parties.
- b. With thirty (30) days written notice to the other party if more than sixty (60) days from the Event Dates.

7. Insurance

7.1. Insurance. JEL Concert Series 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).

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

8. General Provisions

8.1. Amendments. This Agreement may only be amended in writing and signed by both parties.

8.2. 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 John E. Lawrence
Summer Jazz Series:

By: _____

Name: _____

Title: _____

Date: _____

For the TWP:

By: _____

Name: Brenda L. Stumbo

Title: Supervisor

Date: _____

By: _____

Name: Debra A. Swanson

Title: Clerk

Date: _____

CHARTER TOWNSHIP OF YPSILANTI
Resolution No. 2025-12

PROPOSITION A

**Fire Protection, Prevention, Rescue Services and
Equipment Reserves Millage**

WHEREAS, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order to provide services as it pertains to fire protection, prevention, rescue services, and equipment reserves; and

WHEREAS, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

NOW THEREFORE BE IT RESOLVED, that the following proposition be placed on the ballot for an election to be held on the 5th Day of August, 2025.

PROPOSITION A

Fire Protection

**PROPOSITION TO AUTHORIZE THE RENEWAL AND RESTORATION OF
3.1250-MILLS FOR THE PURPOSE OF PROVIDING FIRE PROTECTION,
PREVENTION, RESCUE SERVICES, AND EQUIPMENT RESERVES**

“Shall the limitation on taxes which may be imposed each year for all purposes on real and tangible property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, be increased as provided by section 6 Article IX of the Constitution of Michigan, 1963, and the board of trustees be authorized to levy a tax not to exceed 3.1250-mills (\$3.1250 per \$1000 of state equalized valuation) on the taxable value of such property for a period of four years beginning with the levy made on December 1, 2025 (which will generate estimated revenues of \$5,832,329.00 in the first year) for the purpose of providing revenues for fire protection, prevention, rescue services, and equipment reserves? Of the 3.1250 mills, 3.0627 represents a renewal of that portion of a 3.1250 mills authorization previously approved by electors as reduced by operation of the Headlee Amendment, and 0.0623 represents new millage in the amount equal to the amount reduced by operation of the Headlee Amendment.”

BE IT FURTHER RESOLVED that this resolution shall supersede any previously adopted resolutions.

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. 2025-12 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 15, 2025.

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
Resolution No. 2025-13

PROPOSITION B

**Police Services
Millage**

WHEREAS, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order to provide services as it pertains to law enforcement services; and

WHEREAS, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

NOW THEREFORE BE IT RESOLVED, that the following proposition be placed on the ballot for an election to be held on the 5th Day of August, 2025

Proposition B

Police Services

PROPOSITION TO AUTHORIZE THE RENEWAL AND RESTORATION OF 5.7000-MILLS FOR THE PURPOSE OF PROVIDING LAW ENFORCEMENT SERVICES, COMMUNITY POLICING/NEIGHBOR WATCH, AND ORDINANCE ENFORCEMENT

“Shall the limitation on taxes which may be imposed each year for all purposes on real and tangible property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, be increased as provided by section 6 Article IX of the Constitution of Michigan, 1963, and the board of trustees be authorized to levy a tax not to exceed 5.7000-mills (\$5.7000 per \$1000 of state equalized valuation) on the taxable value of such property for a period of four years beginning with the levy made on December 1, 2025 (which will generate estimated revenues of \$10,638,169.00 in the first year) for the purpose of providing revenues for law enforcement services, community policing/neighborhood watch, and ordinance enforcement? Of the 5.7000 mills, 5.5169 represents a renewal of that portion of a 5.70 mills authorization previously approved by electors as reduced by operation of the Headlee Amendment, and 0.1831 represents new millage in the amount equal to the amount reduced by operation of the Headlee Amendment.”

BE IT FURTHER RESOLVED that this resolution shall supersede any previously adopted resolutions.

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. 2025-13 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 15, 2025.

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
Resolution No. 2025-14

PROPOSITION C

**Recreation, Bike Path, Sidewalk, Roads, Parks,
General Operations Fund Millage**

WHEREAS, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order provide services as it pertains to providing recreation/park facilities, bike paths, repair of sidewalks, roads and general operating purposes; and

WHEREAS, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

NOW THEREFORE BE IT RESOLVED, that the following proposition be placed on the ballot for an election to be held on the 5th Day of August, 2025

Proposition C

Recreation, Bike Path, Sidewalk, Roads, Parks, General Operation Fund

**PROPOSITION TO AUTHORIZE THE RENEWAL AND RESTORATION OF
1.0059-MILLS FOR THE PURPOSE OF PROVIDING
RECREATION/PARK FACILITIES, BIKE PATHS, REPAIR OF SIDEWALKS,
ROADS, AND GENERAL OPERATING PURPOSES**

“Shall the limitation on taxes which may be imposed each year for all purposes on real and tangible property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, be increased as provided by section 6 Article IX of the Constitution of Michigan, 1963, and the board of trustees be authorized to levy a tax not to exceed 1.0059-mills (\$1.0059 per \$1000 of state equalized valuation) on the taxable value of such property for a period of four years beginning with the levy made on December 1, 2025 (which will generate estimated revenues of \$1,877,357.00 in the first year) for the purpose of providing revenues for recreation/park facilities, bike paths, repair of sidewalks, roads, and general operating purposes? Of the 1.0059 mills, 0.9858 represents a renewal of that portion of a 1.0059 mills authorization previously approved by electors as reduced by operation of the Headlee Amendment, and 0.0201 represents new millage in the amount equal to the amount reduced by operation of the Headlee Amendment.”

BE IT FURTHER RESOLVED that this resolution shall supersede any previously adopted resolutions.

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. 2025-14 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 15, 2025.

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
Resolution No. 2025-15

PROPOSITION D

**Garbage, Refuse Collection, Recycling, Composting, Disposal of Solid Waste,
Energy Conservation, Alternative Energy, Water Quality and Environmental
Protection Millage**

WHEREAS, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order to provide services as it pertains to garbage, refuse collection, recycling, composting, disposal of solid waste, energy conservation, alternative energy, water quality and environmental protection; and

WHEREAS, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

NOW THEREFORE BE IT RESOLVED, that the following proposition be placed on the ballot for an election to be held on the 5th Day of August, 2025.

Proposition D

**Garbage, Refuse Collection, Recycling, Composting, Disposal of Solid Waste, Energy
Conservation, Alternative Energy, Water Quality and Environmental Protection**

PROPOSITION TO AUTHORIZE THE RENEWAL AND RESTORATION OF 2.4050-MILLS FOR THE PURPOSE OF PROVIDING GARBAGE, REFUSE COLLECTION, RECYCLING, COMPOSTING, AND DISPOSAL OF SOLID WASTE

“Shall the limitation on taxes which may be imposed each year for all purposes on real and tangible property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, be increased as provided by section 6 Article IX of the Constitution of Michigan, 1963, and the board of trustees be authorized to levy a tax not to exceed 2.4050-mills (\$2.4050 per \$1000 of state equalized valuation) on the taxable value of such property for a period of four years beginning with the levy made on December 1, 2025 (which will generate estimated revenues of \$4,488,561.00 in the first year) for the purpose of providing revenues for garbage, refuse collection, recycling, composting, and disposal of solid waste? Of the 2.4050 mills, 2.3571 represents a renewal of that portion of a 2.4050 mills authorization previously approved by electors as reduced by operation of the Headlee Amendment, and 0.0479 represents new millage in the amount equal to the amount reduced by operation of the Headlee Amendment.”

BE IT FURTHER RESOLVED that this resolution shall supersede any previously adopted resolutions.

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. 2025-15 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 15, 2025.

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

Motion to Amend the 2025 Budget (#5)

Move to increase the Bike, Sidewalk, Rec, Roads, General (BSRII) Fund budget by \$30,998 to \$2,321,100 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$20,348 to \$971,329 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI
2025 BUDGET AMENDMENT # 5**

APRIL 15, 2025

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

213 - BIKE, SIDEWALK, REC, ROADS GENERAL (BSRII) FUND **Total Increase** \$30,998.00

Request to increase the budget for the purchase of two zero degree mowers for parks and grounds. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	<u>\$30,998.00</u>
			<u>Net Revenues</u> <u>\$30,998.00</u>
Expenditures:	Equipment	213-753-977.000	<u>\$30,998.00</u>
			<u>Net Expenditures</u> <u>\$30,998.00</u>

249 - BUILDING DEPARTMENT FUND **Total Increase** \$20,348.00

Request to increase the budget for the professional services provided by MuniVate to preform analysis, remodeling of permits and inspections and employee training for the BS&A Building software. The funds were originally budgeted from the contractual line ending in 818.000, however those funds will be needed for contracted inspectors. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	249-000-699.999	<u>\$20,348.00</u>
			<u>Net Revenues</u> <u>\$20,348.00</u>
Expenditures:	Professional Services	249-371-801.000	<u>\$20,348.00</u>
			<u>Net Expenditures</u> <u>\$20,348.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2025 BUDGET AMENDMENT # 5**

APRIL 15, 2025

AUTHORIZATIONS AND BIDS



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

CC: Matt Dohring, Park Superintendent

Date: April 9, 2025

RE: **Request authorization to purchase two (2) 72-inch zero turn mowers in the amount of \$30,988.00 and one (1) boom swing mower in the amount of \$11,680 from Diuble Equipment, Inc from budget line #101-770-977.000, contingent on budget amendment**

The Residential Services Department is requesting authorization to purchase two (2) 72-inch zero turn mowers for \$30,988.00 and one (1) boom swing mower for \$11,680.00 from Diuble Equipment, Inc that is contingent on a budget amendment. These items were included in the budget narrative for 2025, saying that they would be brought to the Board for review.

In the past two years, our repair costs have risen significantly for the mowers in the fleet that were purchased in 2014 and 2017. The new mowers will be utilized immediately by our staff, and we will phase the older models out to greatly reduce the repair costs. Township staff received three quotes for the zero turn mowers and they are listed below:

Howe Equipment:	\$23,897.44
Diuble Equipment, Inc:	\$30,998.00
Spartan:	\$35,392.00

Diuble is being requested for multiple reasons. The mowers being purchased from Diuble require oil changes every 500 miles, instead of 100 miles for the low bidder. The machines are also what the staff currently utilize and have familiarity with them, and they have been extremely dependable. Staff believe purchasing from Diuble will give the township the greatest long term value.

The request for the boom swing mower is being made to enhance the team's ability to maintain parks, public grounds and pathways more efficiently. Currently, they are responsible for maintaining miles of walking trails throughout the Township and much of this work is performed manually using trim saws, which are heavy and place significant physical strain on operators, increasing the risk of injury. Additionally, without this boom swing mower, portions of this

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

service must be outsourced, which incurs additional costs to the Township. Staff received three quotes for the boom swing mower, which are listed below.

Diuble Equipment, Inc:	\$11,680.00
AIS Equipment:	\$15,477.39
Wolverine:	\$17,000.00

If approved, Diuble Equipment has these items in stock, and they can be added to the Parks and Grounds fleet immediately. With these additions, staff can drastically reduce the time for maintenance, reduce the need for outsourcing and allow the team to add more areas to a consistent schedule.



March 3 , 2025

Ypsilanti Township
Attn: Matt Dohring
7200 Huron River Dr.
Ypsilanti MI 48197

487 W Division Street
PO Box 246
Sparta, MI 49345
616.887.7301
Fax: 616.887.6288

1050 Opdyke Road
Auburn Hills, MI 48326
248.373.8800
Fax: 248.373.8899

We are pleased to provide this quote on the following equipment:

- (1) 60" TORO Z Master 6000 (#72926) \$ 16,050.80**
Kohler EFI 26.5 HP
 - (1) 139-6655 Recycler Kit
 - (3) 140-4855 Recycler Blades
 - Warranty 5 – Years ~~(1,400 Hrs)~~ →

This quote is good for 30 days.
Pricing above represents Government Bid/Contract Pricing

DELIVERY: As Arranged

TERMS: Net 30 Days.

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 313-618-9360.

Sincerely,

Stephen Carrier

Stephen Carrier
Commercial Sales

sc

March 3, 2025

Ypsilanti Township
Attn: Matt Dohring
7200 Huron River Dr.
Ypsilanti MI 48197

487 W Division Street
PO Box 246
Sparta, MI 49345
616.887.7301
Fax: 616.887.6288

1050 Opdyke Road
Auburn Hills, MI 48326
248.373.8800
Fax: 248.373.8899

We are pleased to provide this quote on the following equipment:

- (1) **60" TORO Z Master 6000 (#72967)**
Kawasaki FX 31 HP MyRide
- (1) 139-6655 Mulch Kit
 - (3) 140-4855 Recycler Blades
 - Warranty 5 – Years – 1,400 Hours

\$ 16,196.38

This quote is good for 30 days.
Pricing above represents Government Bid/Contract Pricing

DELIVERY: As Arranged

TERMS: Net 30 Days.

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 313-618-9360.

Sincerely,

Stephen Carrier

Stephen Carrier
Commercial Sales

sc

AGCO
Allis-Chalmers
Deutz-Allis
Farmhand
Gleaner

Hesston
New Idea
Oliver
Sunflower
White



DIUBLE EQUIPMENT, INC.

4365 S. Parker Rd. • Phone: 734-994-1313
Ann Arbor, MI 48103 • Fax: 734-994-7872
www.diubleequipment.com



Bobcat

Bobcat Turf
Brillon
Ferris
H & S
Meyer

Shindaiwa
Simplicity
Sweepster
Unverferth
Woods

Quote: 8565.02	CHARTER TOWNSHIP OF YPSI	Customer: 44020	
Created: 03/05/2025	RESIDENTIAL SERVICES	Phone: 734-484-0073	
Expires: 05/01/2025	7200 S HURON RIVER DR		
Salesperson: DJR	YPSILANTI, MI 48197	Fax: 734-544-3501	page 1

Unit Sale: FR 5902145 MOWERZEROT 17999.00
 stock number: 50122
 serial number: 4002423755

FERRIS ISX3300 40/72 ZERO TURN MOWER W/FLAT FREE FRT TIRES

REBATE \$-2500.00
 FERRIS / DEALER TAX EXEMPT PROGRAM

Unit Sale: FR 5902145 MOWERZEROT 17999.00
 stock number: 50073
 serial number: 4002417102

FERRIS ISX3300 40/72 ZERO TURN MOWER W/FLAT FREE FRT TIRES

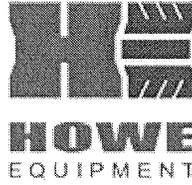
REBATE -2500.00
 FERRIS / DEALER TAX EXEMPT PROGRAM
 Tax Number B 38-6007433 Sales Tax 0.00

THANK YOU FOR YOUR BUSINESS

Total Sale	\$30998.00
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Status: Quote
 Invoice Date:
 Print Date: 3/4/2025

Quote #: 2805



3190 Lansing Ave
 Jackson, MI 49202
 (517) 315-4157

BILLING ADDRESS
Matt Dohring Ypsilanti Township United States 734-899-0003 mdohring@ypsitownship.org

SHIP ADDRESS
Matt Dohring Ypsilanti Township United States 734-899-0003 mdohring@ypsitownship.org

Sales Rep	Terms	Tax Code	Customer PO	Sales Type	Ship Date
	CC	NT		Regular or Over the Counter	3/4/2025

Req	Fill	OEM Code	Item No.	Item Description	Bin Location	Sell	Your Price	Amount
1.00	1.00	BAD BOY	BRG72385KA1224000 9	2025 Bad Boy Zero Turn Rogue 72 Kawasaki 38.5HP EFI Engine Model: BRG72385KA Year/Make/Model: 2025/Bad Boy/Rogue 72" EFI External Color: Mileage: 0		12,599.00	11,435.22	11,435.22
1.00	1.00	BAD BOY	BRG72385KA0225001 3	2025 Bad Boy Zero Turn Rogue 72 Kawasaki 38.5HP EFI Engine Model: BRG72385KA Year/Make/Model: 2025/Bad Boy/Rogue 72" EFI External Color: Mileage: 0		12,499.00	11,435.22	11,435.22
2.00	2.00	BAD BOY	PREPBBCM	Bad Boy Commercial Mower Prep: Setting up mower, adjusting tracking, greasing zerk fittings, checking/topping off fluids, fueling up machine, and freight costs		500.00	500.00	1,000.00

Tax Authority Code	Amount
NT	0.0000

Total Invoice	
Items:	0.00
Fees:	1,000.00
Labor:	0.00
Kits:	0.00
Units:	22,870.44
Misc:	0.00
Subtotal:	23,870.44
Ship by DEFAULT	0.00
Sales Tax:	0.00
Total Invoice:	23,870.44
Total Paid:	0.00
Balance Due:	23,870.44

Tracking No. _____

Invoice Payments	Type	Amount	Date

THANK YOU FOR YOUR BUSINESS

No returns on special orders or close out items.

X _____



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

CC: Michael Saranen, Hydro Operations Manager
Myla Harris, Purchasing Clerk

Date: April 9, 2025

RE: **Request Authorization to seek sealed bids for two (2) new Township vehicles that will be for the Hydro Dam and Residential Services Department and funding is budgeted in line item #661-268-985-000**

The Residential Services Department is requesting authorization to seek sealed bids for two (2) new vehicles. (see attached bid specifications). One vehicle will be for the Hydro Dam and the other will be for the Residential Services Department. The funds are budgeted in the motor pool account.

The request is to replace the vehicle assigned to Hydro which is a 2014 Extended Ford F-150, with over 120,000 miles. If approved, it will replace the 2014 vehicle with a Ford F-150 Short Cab Truck instead of an extended cab. The department uses their assigned vehicles every day and is taken home so they are available to respond to emergencies.

Additionally, the Residential Services Department is requesting the purchase of one (1) new Ford F-150 to replace a 2014 Ford Explorer, with 109,000 miles. Both vehicles have required more maintenance due to their age and the Township has an annual auction of vehicles and the dollars are put back into the motor pool for future vehicle purchases.

Bids will be accepted until Tuesday, May 6, 2025 at which time they will be publicly opened at 2:00 p.m. The recommendation for purchase will be brought back to the Board.

The Charter Township of Ypsilanti is seeking bids for:

Two (2) Ford F-150

Sealed bids for a new Ford F-150 for the Building Department received by Ypsilanti Township Clerk's Office, at 7200 S. Huron River Drive, Ypsilanti, MI 48197 until **Tuesday, May 6, 2025 at 2:00 p.m.** local time at which time bids received will be publicly opened and read. Bids may be submitted in person to the Ypsilanti Township Clerk's Office labeled "Hydro and RSD Ford F-150" or via MITN. Bids sent via email or by any other electronic means will not be accepted. For questions related to the bid, please contact Purchasing Clerk, Myla Harris at mharris@ypsitownship.org.

Charter Township of Ypsilanti
Clerk Debra A. Swanson
7200 S. Huron River Drive, Ypsilanti, MI 48197

GENERAL SPECIFICATIONS

All vehicles must be new and of the manufacturer's current models in production at the time of delivery. All standard or optional equipment to be included shall be as advertised by the manufacturer (OEM) and factory installed and shall not consist of substitute or aftermarket equipment. Optional equipment not available from the factory may be dealer installed.

Upon delivery of the vehicle from the dealer to the Ordering Entity

- Itemize pricing with total cost (should include all items listed in the deliverables section above as well as fees and delivery
- Vendor to include an estimated time of delivery
- The Township will issue a Purchase Order for the approved amount.
- The vendor will invoice the Township after delivery
- Vendor will allow up to 45 days for the Township to pay invoice without interest penalty.
- PO will be proof of Township commitment to purchase

FORD F-150; Current year.

- Short Bed
- Standard Cab
- 2.7L EcoBoost Engine
- PWR. WINDOWS/LOCKS/MIRRORS
- Air Conditioning
- Axle; rear-limited slip.
- Battery; 12 Volt, 475 CCA min.
- 12 Volt auxiliary outlet
- Bumper; Mfg. Std.
- Four (4) Wheel Drive
- Fuel capacity; largest available from mfg.
- Lug wrench and jack; Spare tire and wheel, full size. Mfg. standard mounting
- Camera; rearview (in dash monitor)

- Keys; (1) added set (total = 3 sets) w/ code numbers; incl. with vehicle upon delivery
- Radio; AM/FM w/Bluetooth
- Seats: Cloth or cloth w vinyl
- All weather floor mats
- Paint codes-factory paint codes shall be furnished with all vehicles; for all aftermarket painting both the brand and paint code shall be furnished. White is preferred, but will accept silver or black
- Speed Control, Factory Installed
- Steering-Power, Tilt Wheel
- Transmission-Automatic.
- Data port must be compatible with Verizon Connect GPS system
- Hands Free Mobile Device
- Ford Connect
- Tow Package
- VEHICLES SHALL TO BE EQUIPPED IN COMPLIANCE WITH ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND REGULATIONS. ALL VEHICLES MUST BE EQUIPPED TO COMPLY WITH ALL REQUIREMENTS OF THE MICHIGAN MOTOR VEHICLE CODE.
- ALL QUOTES SHAL BE DELIVERED PRICES, ALL FEES & DELIVERY INCLUDED!
- Charter Township of Ypsilanti is Tax Exempt and can supply proper documents.

Pre-delivery inspection and servicing: The term "Pre-Delivery Service and Inspection" as used in State of Michigan Specifications includes the following:

1. General appearance of body both interior and exterior for completeness and quality of workmanship.
2. Lubrication and fluid levels and correcting any leaks:
 - a. Radiator
 - b. Windshield Washer
 - c. Battery
 - d. Power steering pump
 - e. Brake master cylinder
 - f. Engine oil
 - g. Transmission fluid level.
3. Mechanical operation of vehicle:
 - a. Steering gear and linkage
 - b. Suspension assembly, front and rear
 - c. Proper tire pressure to normal rated road requirements
 - d. Hood latch
 - e. Head lights, aim and adjust

- f. Front wheel toe in and torque wheel nuts
- g. Seat and shoulder belts operative
- h. All locks and latches to be operative
- i. Windshield wiper and washer to be operative
- j. Proper adjustment to all drive belts

4. A check of all electrical operations to include: headlights, side marker lights, temperature, alternator, oil pressure lights, parking lights, stop and tail lights, directional signals, emergency flasher and parking brake lights.

5. Miscellaneous items to be furnished:

- a. Manufacturers Window Sticker shall not be removed from vehicle.
- b. Odometer Certification, vehicle window sticker, or line setting ticket, and Vehicle Curb Weight at time of delivery.
- c. Manufacturers or Dealers Pre-Delivery Check Sheet.
- d. Vehicle shall have a minimum of one fourth ($\frac{1}{4}$) tank of Fuel when delivered.
- e. Warranty Plate and Operators Manual(s) shall be delivered with vehicle at no cost to the State of Michigan.
- f. Completed RD108 application for title form.
- g. Invoice for each vehicle at the time of delivery.
- h. Vehicle Order Confirmation Sheet.

6. Deliveries shall be between the hours of 8 AM and 3 PM. No Weekend or Holiday Deliveries will be accepted.

Forty-eight (48) hour notice required prior to delivery.

Note: No dealer advertising decals are to be on vehicle.

It is intended that vehicles delivered in accordance with the Michigan specifications will be complete, including mechanical details, general workmanship and appearance, and shall be delivered complete with all warranty service books and identification plate.

Failure to adhere to specifications may be reason to delay payment.

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

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

CC: Doug Winters, Township Attorney

Date: April 9, 2025

RE: **Request Authorization to sign the two year contract with Looking Good Lawns, LLC for Roadside Trash Collection in the amount of \$30,420.00, budgeted in line #266-301-830.004**

The Residential Services Department is requesting authorization to execute the contract with Looking Good Lawns, LLC for a duration of 2 years for Roadside Trash Collection in the amount of \$30,240.00, budgeted in GL#266-301-830.004.

At the February 18, 2025 meeting, the board approved Looking Good's bid for Roadside Trash Collection. Trash Collection takes place April 1 – November 1 annually for a total of 16 hours per month and 112 hours per year. The agreement is for the area along I-94 east and west from Michigan Avenue to Rawsonville Rd.

When the bid was first accepted, the contract was not yet ready. The Board requested that the contract come back once it was reviewed by legal counsel. Attorney Doug Winters has reviewed the attached contract and recommends it be executed.

Thank you for your consideration.

CHARTER TOWNSHIP OF YPSILANTI
Township Trash Collection

Company Name: Looking Good Lawns
Mailing Address: 7395 Textile, Ypsilanti 48197
Primary Contact Name and Title: David Dillon
Phone Number: 734 330 0719
Email: dillon5659@Comcast.net

PRICING SHEET DETAILS FOR SERVICES

1. Trash Collection

- a. 16 hours per month, 112 hours annually for the months of April – November
- b. Hourly Rate: \$270
- c. Annual Cost: \$30,240

**AGREEMENT BETWEEN
LOOKING GOOD LAWNS, LLC
AND
THE CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN
FOR HIGHWAY CLEAN-UP ABATEMENT SERVICES**

This Agreement is entered into effective the 1st day of April 2025 by and between the **Charter Township of Ypsilanti (Township)** a Michigan municipal corporation, whose address is 7200 S. Huron River Dr, Ypsilanti MI 48197, and **Looking Good Lawns LLC (Contractor)**, a Michigan Corporation, whose business facility is located at 1200 Ecorse Rd, Ypsilanti, MI 48198

The Township and the Contractor mutually agree to enact this contract for the dates of April 1, 2025, to November 1st, 2026, for services of Highway abatement,

1. SCOPE OF WORK

Ypsilanti Township will grant permission for work to begin upon contract agreement and authorization of both parties for the Trash clean-up of specified areas within Ypsilanti Township. Trash pickup will be on a monthly basis of **16 hours** of services dedicated to these Roads: I 94 Highway east and west shoulder from Michigan Ave to Rawsonville road, Willow Run exit from I 94 to Michigan Ave

Trash is disposed at Ypsilanti compost center 2600 E Clark or 1200 Ecorse Road, Contractors Location. Scrap Tires are disposed at Contractors Facility. Contractor will notify the Township of the start day and completion day of the monthly service, including pictures of Trash collected with the monthly invoice for services rendered after completion of work.

2. HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall assume full responsibility for protection of all vehicles and workers and shall defend and save harmless the Charter Township of Ypsilanti against all damages or alleged damages or injury to any vehicles or individuals because of its operations. Additionally, the Contractor shall defend and hold the Charter Township of Ypsilanti, its past, present and future elected officials, appointed commissions and boards, employees, and agents harmless from all suits, claims, judgments and expenses including actual fees resulting or alleged to result from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of this agreement.

3. TERMS OF AGREEMENT

This contract is for the calendar years of 2025-2026 with no price change or adjustments for the term of the agreement. The Township may at its sole discretion, but is not obligated to, negotiate a renewal, and seek new bid pricing. The pricing for the Term of this Agreement for Highway Trash Abatement is administered at a per hour rate of **\$ 270** per hour from Looking Good Lawns LLC, resulting from Company usage of: equipment, employee & labor cost, administrative cost fees. The Contractor will

charge for **16 hours of monthly service with 4 men, 1 State Trucks & Dump Trailers for Trash removal totaling \$ 4,320 for services rendered per month.** Annual Time is 112 hour & Annual Cost of Trash Collection is **\$ 30,240. 16 hours per month are dedicated to highway & Months of service are from April 1st To November 1st . See Attachment A**

4. STATUS OF CONTRACTOR. It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to work done under this Agreement. The Contractor is, in no respect, an agent, servant, or employee of the Township.

5. COMPENSATION OF THE CONTRACTOR

The Contractor shall be paid based on time spent, services and materials used for the 2025-26 season Highway Trash Abatement, at the rate and prices specified in section 3. "Payment will be made to the Contractor in a timely manner after the receipt of Contractor's invoice and after services are rendered."

6. INSURANCE

During the term of this agreement, the Contractor agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage show below:

- 1. Workers Compensation Insurance** the form and amount required by Michigan Law.
- 2. Commercial General Liability Insurance** on an "Occurrence Basis" with the limits of liability not less than \$ 1,000,000 per occurrence and/or aggregate combined single limit, personal injury and property damage.
- 3. Motor Vehicle Liability Insurance** Including Michigan No-Fault Coverage, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non- owned vehicles, and all hired vehicles.

The Contractor shall submit to the Township the "Certificate of Insurance" naming "The Charter Township of Ypsilanti", and its past, present and future elected officials as "Additional Insured" on the aforementioned liability policies with respect to the services provided under this Agreement. This Certificate of Insurance shall be submitted to the Township at the time said Agreement is approved by the Township.

2

7. WARRANTIES OF THE CONTRACTOR

The Contractor warrants that the quality of its service under this agreement shall conform to the level of professional quality performed by equivalent local contractors and maintenance personnel. The contractor warrants that it has the skills, experience, and equipment necessary to perform the services it is to provide pursuant to this agreement.

8. OBLIGATIONS OF THE TOWNSHIP

The Township shall notify the Contractor of any trouble spots of high importance needing attention immediately outside the Contractor's normal monthly route trash pickup. Likewise, the Township will give the Contractor at least five calendar days to satisfy the notified area.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any portion of the Highway & Street Trash removal services to any other Contractor; services will be the sole responsibility of Looking Good Lawns LLC.

10. NOTICE

All notices, and submissions required under this agreement shall be by personal delivery or by first-class mail, postage, to the address stated in this agreement or such other address as either may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U. S. mail, postage prepaid to the administrating department, care of the Contract Administrator.

11. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the contractor and Township agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

12. CONFLICT OF INTEREST

Contractor certifies that it has no financial interest in the services provided under this agreement other than the compensation specified herein, Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the services described under this agreement.

13. SEVERABILITY PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner so as to be effective and valid under the applicable law. However, if any provision of this agreement of the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to the other parties and circumstances.

14. EXTENT OF THE AGREEMENT

This agreement, including the pricing and hours of Contractor, represents the entire understanding between the Township and the Contractor, and it supersedes all prior representations or agreements

whether written or oral. Neither party has relied on any prior representations of any kind or nature, in entering into this agreement. This agreement may be altered and amended or modified only by mutual agreement and written amendment signed by both the Contractor and Township.

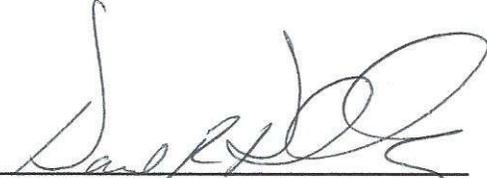
15. TERMINATION OF THE AGREEMENT

This agreement may also be terminated by either party upon thirty (30) days of written notice.

The Township shall provide notice of termination by first-class mail to the Contractor at the address listed in the documents. If the contract agreement is terminated for reasons "other than "breach of contract by the Contractor, the Contractor shall be compensated for the services provided prior to the date of notice of termination.

4. CONTRACT AUTHORIZATION ENACTMENT

LOOKING GOOD LAWNS, LLC.

By: 
David Dillion, Title

Date: 4/7/25

**CHARTER TOWNSHIP
OF YPSILANTI**

By: _____
Brenda L Stumbo, Supervisor

Date: _____

By: _____
Debra A. Swanson, Clerk.

Date: _____

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

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

CC: Doug Winters, Township Attorney

Date: April 9, 2025

RE: **Request Authorization to sign the two-year contract with RNA Facilities Management for Vacant Township Property Mowing in the amount of \$77,846.00 per year from line #101-729-961.001**

The Residential Services Department is requesting authorization to execute the contract with RNA Facilities Management for \$77,846.00 each year for a duration of two years for Vacant Township Property Mowing, budgeted in GL#101-729-961.001. Property mowing takes place April 15 – October 15 (28 weeks) annually.

At the February 18, 2025 meeting, the Board approved the bid from RNA for Vacant Property Mowing. At that time, the contract was not yet ready, so the Board requested that the contract came back once it was reviewed by legal counsel. Attorney Doug Winters has reviewed the attached contract and recommends it be executed.

Thank you for your consideration.

CHARTER TOWNSHIP OF YPSILANTI
Township Mowing and Trimming

Company Name: RNA Facilities Management

Mailing Address: 2701 Interstate 94 Service Dr, Ypsilanti, MI

Primary Contact Name and Title: K. Wayne Bingham, Director of Grounds

Phone Number: 313-802-5085

Email: wbingham@rnafm.com

PRICING SHEET DETAILS FOR SERVICES

1. Township Property Mowing:
 - a. Please use the attached mowing list and maps
 - b. Please provide costs for each mowing location on the mowing list provided
 - c. Annual Cost: \$77,846.00

Map #	Address #	Street	Acreage	Frequency	Price
1		Tyler Road South ROW, north of soundwall (Gill to Greenlawn)	0.670	Weekly	\$45.00
2		Tyler Road/Sound Wall ROW (north of 94 from Dubie to Grove)	5.380	Weekly	\$335.00
3		Tyler Rd. lots (from Dubie to Glenwood)	1.450	Weekly	\$98.00
4		Service Drive North ROW (south of 94 from Share to Grove)	3.130	Weekly	\$200.00
5 & 6		Service Drive South ROW (from Share to Emerick)	1.040	Weekly	\$64.00
7	117	S. Harris (east & west - Ford Blvd Trailer Park front & Back entrance)	0.730	Weekly	\$48.00
8	138	S. Harris	0.910	Weekly	\$59.00
9	3053	Grove Rd. North (west of Brady)K-11-24-136-012	0.200	Weekly	\$32.00
10		Grove Rd. South (at corner of Snow - just to Clear sight line) ROW	0.125	Weekly	\$32.00
11	743	Oswego lot	0.260	Weekly	\$32.00
12	142	Devonshire K-11-11-242-026	0.150	Weekly	\$32.00
13	599	Grand Blvd.	0.200	Weekly	\$32.00
14		Median at Grand Blvd. & Forest north (down to church lot)	0.410	Weekly	\$32.00
15		Median at Grand Blvd. & Forest south	0.220	Weekly	\$32.00
16	953	E. Michigan Ave.	0.540	Weekly	\$38.00
17	2084	E. Michigan Ave.	0.520	Weekly	\$38.00
18	2094	E. Michigan Ave.	0.320	Weekly	\$32.00
19	2403	E. Michigan Ave.	0.260	Weekly	\$32.00
20	2421	E. Michigan Ave.	0.090	Weekly	\$32.00
21	2485	E. Michigan Ave. (lot between Greenbriar & party store)	0.590	Weekly	\$39.00
22	2590	E. Michigan Ave. (Trailer Park across from Gabriel's)	5.350	Weekly	\$180.00
23	40	Ward (vacant lot across from 55 Ward) K-11-01-340-019	0.270	Weekly	\$32.00
24		Stony Creek & Whittaker roundabout	0.080	Weekly	\$32.00
25		Soundwall at State St. & Desoto	0.310	Weekly	\$32.00
26	1501	S. Huron Street -LEC	3.280	Weekly	\$205.00
27		Merritt\Whittaker Roundabout ROW	0.060	Weekly	\$40.00
28		Lot at Edison and Valley	0.210	Weekly	\$32.00
29		US-12 Green Section	25.200	Monthly	\$2,750.00
29		US-12 Red Section	3.200	Weekly	\$204.00
29		US-12 Blue Section (Trash collection ONLY)	4.100	Monthly	\$280.00
29		US-12 Pink Section (Gardening & Weeding ONLY)	0.200	Frequent Maintenance	\$300.00

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the “*Agreement*”), dated 2/18/2025 (the “*Effective Date*”) is by and between Charter Township of Ypsilanti (the “*Customer*”) and RNA Michigan Holdings, LLC (the “*Service Provider*”). Each of the Customer and the Service Provider may be referred to herein as a “*Party*” and together as the “*Parties*”).

WHEREAS, the Service Provider is in the business of providing the services further described herein and in accordance with the terms and conditions in this Agreement; and

WHEREAS, Customer desires to retain Service Provider to provide such services pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Term.** Unless terminated earlier pursuant to Section 14 of this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue for a period of [24] months (the “*Initial Term*”).

2. **Services.**

2.1 Base Services. The Service Provider shall provide the services described in the scope of work attached hereto as Exhibit A (the “*Base Services*”) at the Customer’s Locations (as defined below). The Service Provider shall provide all necessary labor, chemicals, supplies, tools and equipment, and transportation as required to perform the Base Services. Service Provider shall be responsible for the provision, repair, and maintenance of all tools and equipment it is required to supply under the terms of this Agreement for the Base Services.

2.2 Contract Extra Services. From time to time throughout the Term of this Agreement, the Customer and the Service Provider may enter into one or more additional work or purchase orders, which after receipt and acceptance by the Service Provider (whether written or electronic), the Service Provider shall perform any of the Contract Extra Services listed on Exhibit B (the “*Contract Extra Services*”) at such Customer Locations as agreed to by the Parties, regardless of whether the Service Provider provides Base Services for such Location. The Service Provider shall provide all necessary labor, chemicals, supplies, tools and equipment, and transportation necessary to perform the Contract Extra Services, which shall be provided on the terms and subject to the conditions set forth herein.

2.3 Quoted Extra Services. From time to time throughout the Term of this Agreement, upon the request of the Customer, the Service Provider shall provide an estimate (whether written or electronic) to the Customer (at no charge to the Customer) of the price for any extra services (“*Quoted Extra Services*,” together with the Base Services and Contract Extra Services, the “*Services*”) listed on Exhibit B, for any Customer Location. After Customer’s receipt of Service Provider’s estimate for Quoted Extra Services, the Customer may submit a work or purchase order to the Service Provider for the provision of the Quoted Extra Services, and after the Service Provider’s receipt and acceptance thereof (whether written or electronic), the Service Provider shall perform the Quoted Extra Services on the terms and subject to the conditions set forth herein. The Service Provider shall provide all necessary labor, chemicals, supplies, tools and equipment, and transportation necessary to perform the Quoted Extra Services.

2.4 Non-Exclusivity of Services. Nothing herein shall be construed as prohibiting Service Provider or any of its Subcontractors or affiliates from providing Services to, or entering into services agreements with any other entity or person so long as the Services provided pursuant to this Agreement are provided in a manner consistent with Service Provider's obligations are not materially impaired.

3. Locations.

3.1 Base Services Locations. The Service Provider shall provide the Base Services at the locations listed on Exhibit A attached hereto (the "***Base Services Locations***").

3.2 Contract Extra Services Locations. The Service Provider shall provide the Contract Extra Services at the locations listed on Exhibit B attached hereto (the "***Contract Extra Services Locations***").

3.3 Quoted Extra Services Locations. The Service Provider shall provide the Quoted Extra Services at the locations listed on Exhibit C attached hereto, or as otherwise agreed to in such work or purchase orders executed by the Parties, which shall each be thereby incorporated into Exhibit C of this Agreement upon the execution thereof (the "***Quoted Extra Services Locations***," together with the Base Services Locations, and the Contract Extra Services Locations, the "***Locations***").

3.4 Location Changes. At any time, and from time to time during the Term, (i) upon the mutual agreement (whether written or electronic) of the Parties, the Service Provider may provide Services at additional Locations, on the terms and subject to the conditions of this Agreement; and (ii) the Customer may terminate Services at any Location. In each such circumstance (i) or (ii) above, the Parties shall amend such Exhibit reflecting such Services to accurately reflect the Locations at which the Services to be provided by the Service Provider which shall not modify any of the other terms and conditions of this Agreement.

4. Pricing; Sales Tax; Modification.

4.1 Pricing. As consideration for the Services to be provided by the Service Provider and other obligations during the Term, except as modified either pursuant to Section 4.3 below or as mutually agreed by the Parties in a written amendment to this Agreement, the Customer shall pay to Service Provider the amounts set forth (i) in Exhibit A, as amended from time to time, for Base Services, (ii) in Exhibit B, as amended from time to time, for Contract Extra Services, and (iii) in Exhibit C, as amended from time to time, for Quoted Extra Services.

4.2 Sales Tax. The Parties acknowledge that the amounts listed on Exhibits A, B and C do not include state or local sales, use, excise, or other transaction-based taxes imposed on the sale of the Services ("***Sales Taxes***"). The Service Provider may add applicable Sales Taxes as separately itemized charges to the amounts listed on Exhibits A, B and C. The Customer is solely responsible for payment of all Sales Taxes, including reimbursing the Service Provider for assessments of applicable Sales Taxes that neither Party pays at the time of sale of the Services. The Customer will provide to the Service Provider any resale, exemption, or direct pay certificate or other documentation required or authorized by applicable state law to substantiate an exemption from Sales Taxes for any Services otherwise subject to Sales Taxes. If either Party becomes subject to a Sales Tax compliance audit that examines sales of Services pursuant to this Agreement, the Parties will cooperate as reasonably necessary to defend their Sales Tax treatment of sales of Services.

5. Invoicing & Payment Terms; Credits; Late Fees.

5.1 Invoicing & Payment Terms. Service Provider shall submit invoice(s) for the Services performed to Customer monthly (except as otherwise specified pursuant to a purchase or work order for Services). Customer agrees to pay to Service Provider, within forty-five (45) days after receipt of Service Provider's invoice.

5.2 Credits. Customer shall have the right to invoice Service Provider for any reasonable expenses it incurs and documents with respect to damage to store fixtures, displays or other property caused by Service Provider's provision of the Services including by a Subcontractor of the Service Provider. Service Provider shall pay the invoice, or apply a credit to its own successive invoice to Customer, within thirty (30) days of Service Provider's receipt of the invoice. Any and all deductions by Customer from the amount of an invoice presented by Service Provider that are not set forth in this Agreement shall be approved by Service Provider in writing or by electronic mail prior to Customer's deduction of such amount from any such invoice.

6. Work Standards, Personnel, Safety & Compliance.

6.1 Service Quality. Service Provider shall provide the Services at the Locations in a professional, prompt, and safe manner consistent with the terms of this Agreement, industry standards, and any and all applicable laws. Service Provider's (i) workmanship with respect to the Services, and (ii) use of chemicals and equipment that are provided under this Agreement, both shall be of a quality and grade that is consistent with accepted industry standards applicable to similar services and products respectively.

6.2 Personnel.

a. *Floor Crew Personnel.* Service Provider shall employ or otherwise engage only competent and satisfactory personnel and Subcontractors, and shall supply sufficient labor to perform the Services in a manner that is efficient and in all respects meets the obligations of the Service Provider pursuant to this Agreement and is consistent with industry standards and the law. If the Service Provider is notified by the Customer that any individual engaged by it to perform the Services is, in Customer's reasonable opinion, unsatisfactory for any reason, Service Provider shall provide a suitable and competent replacement. If required by the Customer, Service Provider agrees that its employees and Subcontractor personnel shall wear attire and/or display or carry lanyards or badges that identifies such individuals as personnel or of the Service Provider or its Subcontractors when at the Locations for purposes of providing the Services.

b. *Supervisory Personnel and Service Provider Contacts.* Service Provider shall provide a list of contact information for its field supervisory personnel, customer service contact, and emergency hotline number for the Customer and update these contacts and telephone numbers as required through the Term. Service Provider's managerial personnel shall conduct regular inspection and supervision of the Services being performed by the Service Provider's employees at the Locations and shall ensure that personnel of any Subcontractor are providing services consistent with the terms of this Agreement and industry standards.

c. *Worker Eligibility.* The Service Provider shall comply with all laws and regulations applicable to worker eligibility and will require that any Subcontractors to comply with same.

d. *Training and Personal Protective Equipment.* The Service Provider (i) shall provide its employees with all proper training (including hazard communication training and hazardous materials handling training, where applicable), and (ii) if applicable, shall provide to its employees any personal protective equipment necessary to perform the Services in a manner

that is consistent with industry standards and any applicable laws or regulations. The Service Provider shall also ensure that all personnel of any Subcontractor are appropriately trained and equipped with personal protective equipment consistent with applicable law and industry standards.

6.3 Compliance & Safety.

a. *Compliance with Rules & Regulations.* During its performance of the Services, Service Provider and its Subcontractors, if applicable, shall (i) take all reasonable safety precautions in compliance with all applicable federal, state and local laws, rules, regulations and requirements, including all Occupational Safety and Health Administration (“*OSHA*”) and state equivalent safety laws, regulation, rules, orders, and ordinances, (ii) place floor service warning signs or cones throughout the work area for safety in a manner consistent with industry standards, (iii) maintain all burnishers such that they operate at or below the current OSHA permissible limits for carbon monoxide emissions, (iv) take all reasonable precautions consistent with industry standards to avoid damage to store fixtures, refrigerated cases or displays, and (v) comply with all safety rules and policies of the Customer that apply to the Services and about which the Customer has informed the Service Provider.

b. *Licenses and Permits.* The Service Provider agrees to obtain, and require that its Subcontractors obtain, all licenses and permits required by applicable law to perform the Services. It is understood and agreed that the Customer shall have no obligation to pay for any and all such fees and charges required by law to obtain and maintain such permits or licenses unless otherwise specifically set forth in this Agreement.

c. *Notification of Unsafe Conditions.* The Service Provider shall notify Customer immediately of any unsafe working condition at any Location observed by Service Provider, its employees or Subcontractors, and shall not be required to continue to work in any unsafe area until such condition is corrected or otherwise ceases to exist.

d. *Hazardous Waste.* Service Provider agrees that all hazardous waste, as defined by the regulations promulgated pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (“*RCRA*”), which Service Provider or its Subcontractors may generate at a Location during or in connection with the Services, shall be promptly transported off-site and disposed of, treated or stored in accordance with all governmental statutes, rules and regulations applicable to the generation, transportation, treatment, storage or disposal of hazardous waste.

e. *Chemicals.* Service Provider hereby warrants that all chemicals used in the provision of the Services, if provided to Customer pursuant to this Agreement, (i) will be of a quality and grade consistent with accepted industry standards applicable to similar products used in providing similar services, and (ii) shall be in compliance with all applicable federal, state, and local laws, rules, regulations and requirements.

7. Company Obligations. Customer agrees to comply with all reasonable requests made by Service Provider with regard to the performance of the Services so that Service Provider may provide the Services consistent with applicable laws, industry standards, and its obligations pursuant to this Agreement.

7.1 Information. Customer shall provide to Service Provider any data and specifications regarding the Locations that may be reasonably required and requested by Service Provider for the purposes of performing its obligations under the terms of this Agreement. In addition, Customer shall assist Service Provider in obtaining any such data that Customer cannot provide directly.

7.2 Access. Customer shall schedule with Service Provider reasonable and adequate times at which Customer will provide access to the Locations so that Service Provider may provide the

Services. The Service Provider will not be required to perform any strips or scrubs while the Locations are open for business, except in Locations open twenty-four (24) hours daily. To allow for completion of the Services by Service Provider, Customer shall move any and all merchandising and mobile displays, and other obstacles off the floor area to allow the cleaning of such area by Service Provider and shall return such obstacles to the floor area after the area is clean. In closed Locations during shift hours, Customer covenants and agrees that if the Location is locked, Service Provider employees and/or Subcontractors shall have access to an emergency exit at all times.

7.3 Notification of Injury and/or Damage. Customer shall promptly notify Service Provider of all injuries to persons and damage to property that is in any way related to the performance of the Services under this Agreement. Customer shall provide such notification to Service Provider immediately after the Customer's notice of the occurrence of such injury or damage, but, in any event, such notification shall be within one business day following Customer's notice of such injury or damage. Customer will provide Service Provider with any security videos, internal reports or any other investigative information gathered by Customer upon request.

8. Reports. Service Provider shall provide monthly quality control and periodic reports to Customer as agreed upon by the Parties.

9. Independent Contractor Status. Although Service Provider's performance of the Services under this Agreement are subject to Customer's approval, the Service Provider shall be solely responsible for determining the methods, details, and means of performing the Services, and will not be under the direct supervision or control of Customer. The Service Provider shall be fully responsible for and will perform all Services under this Agreement as an independent contractor only, and not as an employee or agent of, or in joint venture with, the Customer. Service Provider shall have no authority to represent or bind Customer except unless and only to the extent specifically provided in this Agreement. The individuals furnished by Service Provider to provide the Services shall remain Service Provider's employees or Subcontractors and shall neither be, nor construed to be, employees of Customer. Service Provider, its employees and agents shall not be entitled to any of the fringe benefits or employee benefits provided by Customer to its employees including, but not limited to, employee benefits under any Customer profit sharing or group insurance plans.

10. Subcontractors. The parties agree that Service Provider may subcontract all or a portion of its obligations under this Agreement to Service Provider's independent subcontractors, agents, and licensees (collectively, "**Subcontractors**"); provided, however, that such subcontracting shall not relieve Service Provider of any of its obligations under the terms of this Agreement including to provide the contracted Services at all times consistent with the terms of this Agreement. Service Provider shall be responsible for the performance of its obligations by any Subcontractor in the same manner as its own performance. Service Provider shall bear the risk of nonperformance by a Subcontractor, including, but not limited to, failure to remit required documents or reports or provide required tools and equipment. The Service Provider shall require that all Subcontractors providing Services to the Customer on the Service Provider's behalf pursuant to this Agreement, perform such Services only for the purposes specified in this Agreement. The Service Provider shall ensure that each Subcontractor, providing Services to the Customer will honor all the Customer's rules and regulations about which Customer has informed Service Provider, including the conduct and attire of the Subcontractor's employees while at the Locations as set forth in this Agreement. Upon reasonable notice to Service Provider and a reasonable period of time in which to effect the change requested by Customer, Customer may reject any Subcontractor selected by Service Provider for any valid and lawful reason by providing written notice to Service Provider of such rejection, and upon Service Provider's receipt of such rejection notice, Service Provider shall cease using such Subcontractor for the performance of the Services at the Locations as soon as reasonably practical; *provided, however*, the Service Provider shall immediately cease using such Subcontractor for the performance of the Services if Customer's rejection of such Subcontractor is due to such Subcontractor's theft of property or money,

drinking alcohol on the job, or performance of the Services while under the influence of drugs or alcohol. The Customer acknowledges and agrees that the Service Provider and Subcontractor relationships are the valuable intellectual property of Service Provider and agrees neither to, nor seek to: (i) engage, hire, or contract with, any of the Service Provider's Subcontractors, principals, or employees; (ii) interfere with Service Provider's relationships in any way; or (iii) solicit confidential information from any such persons set forth in clause (i) of this Section 10 above. This paragraph shall survive any termination of this Agreement.

11. Indemnification. directors, officers, employees, representatives and advisors

11.1 Indemnification. Each Party (the "*Indemnifying Party*") agrees to indemnify, defend and hold harmless the other Party and the other Party's respective officers, directors, managers, employees, subcontractors, advisors, affiliates, equity holders, and agents (collectively, "*Affiliates*"), and their respective successors and assigns (each an "*Indemnified Party*"), from, against and in respect of, any claims, losses, costs, damages, payments, including reasonable attorneys' fees and expenses, fines, penalties, liabilities (collectively, "*Losses*"), incurred or suffered by such Indemnified Party with respect to any and all claims, controversies, legal actions and proceedings brought by or on behalf of any third party arising out of or in any way related to the negligence or willful misconduct of the Indemnifying Party or its employees, agents or independent contractors in connection with the performance of this Agreement, with such indemnification obligation in proportion to the relative culpability of the Indemnifying Party and Indemnified Party if both are culpable in part. The Indemnifying Party shall pay (or, if paid by the Indemnified Party, reimburse such Indemnified Party) for all fees and expenses (including, without limitation, attorneys' fees and charges for the time of Indemnified Party professional employees at their then current rates) incurred by any such Indemnified Party in connection with investigating, preparing, or defending any such action, proceeding, or claim, whether or not in connection with pending or threatened litigation in which any Indemnified Party is a party. The Indemnifying Party will not, however, be responsible for any Losses which result from any compromise or settlement not approved by the Indemnified Party or which are determined by a final and non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of any Indemnified Party. **Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the Charter Township of Ypsilanti.**

11.2 Non-Disclosure. The Parties' agreement to indemnify the other Party pursuant to this Section 11 shall not be disclosed publicly nor be made available to third parties by either Party hereto without the other Party's prior written consent unless otherwise required by law.

11.3 Notice. In the event that any action or proceeding is brought against any Indemnified Party in respect of which indemnity may be sought from the Indemnifying Party pursuant to this Section 11, or if an Indemnified Party receives notice from any potential litigant of a claim which such person reasonably believes will result in the commencement of any such action, proceeding or claim, such Indemnified Person shall promptly notify the Indemnifying Party in writing of the commencement of such action or proceeding, or the existence of any such claim, but the failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Party demonstrates that the defense of such action is prejudiced by the Indemnified Party's failure to give such notice.

11.4 Limitation on Liability. Notwithstanding anything contained in this Agreement to the contrary, in no event shall either Party or any of its affiliates or any of their Affiliates be liable to the other Party under any theory of tort, contract, strict liability, or other legal or equitable theory for lost profits, exemplary, punitive, special, indirect or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party has been advised of the possibility of such damages. **NOTWITHSTANDING ANYTHING ELSE**

CONTAINED IN THIS AGREEMENT TO THE CONTRARY, UNLESS CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM LIABILITY OF THE PARTIES, AND SUCH PARTY'S AFFILIATES, AND ANY OF THEM, TO THE OTHER PARTY AND ANYONE CLAIMING BY OR THROUGH SUCH OTHER PARTY, FOR ANY LOSSES WHATSOEVER SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO THE SERVICE PROVIDER UNDER THIS AGREEMENT DURING ANY YEAR OF THE TERM HEREOF UNLESS SUCH AMOUNTS ARE ACTUALLY PAYABLE UNDER ANY INSURANCE POLICY. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION, HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, THE SERVICE PROVIDER PROVIDES ALL PRODUCTS AND SERVICES "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, OR IMPLIED AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

11.5 Survival. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

12. Insurance.

12.1 Employers Liability and Workers Compensation. During the term of this Agreement, Service Provider shall maintain in full force and effect one or more policies of Employer's Liability insurance which have limits of coverage of not less than One Million Dollars (\$1,000,000), and Worker's Compensation insurance within the limits as prescribed by applicable law.

12.2 General Liability. During the term of this Agreement, Service Provider shall maintain in full force and effect one or more policies of Commercial General Liability insurance, which includes coverage that is customary for comparably situated companies for the business being conducted by the Service Provider. Such policy or policies shall be issued by an insurance Customer having an A-rating by A.M. Best, shall have coverage for personal and bodily injury and property damage of at least Two Million Dollars (\$2,000,000.00) for each occurrence. Customer shall be endorsed as an additional insured on such policy or policies and the policy or policies shall allow for Service Provider to waive subrogation against Customer.

12.3 Automobile Liability. During the term of this Agreement, Service Provider shall maintain in full force and effect one or more policies of Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined for each occurrence. Customer shall be endorsed as an additional insured on such policy or policies and the policy or policies shall allow for Service Provider to waive subrogation against Customer.

12.4 Excess Liability (Umbrella) Liability. During the term of this Agreement, Service Provider shall maintain in full force and effect one or more Excess Liability (Umbrella) Liability insurance of not less than Three Million Dollars (\$3,000,000.00) per occurrence and in the aggregate. Customer shall be endorsed as an additional insured on such policy or policies and the policy or policies shall allow for Service Provider to waive subrogation against Customer.

12.5 Sole Liability for Premium. The insurance coverage required to be maintained by Service Provider under the provisions of this Section 12 shall be maintained without the right of contribution from Customer's policies of insurance. Notwithstanding anything herein to the contrary, Customer shall not be liable for any premiums or costs of insurance or indemnification and defense incurred by the Service Provider to fulfill the insurance coverage requirements under this Section 12.

12.6 Verification of Coverage. Service Provider shall furnish to Customer a certificate of insurance which verifies the terms and coverage of the insurance policies that Service Provider has in force under the terms of this Agreement, all persons insured, including Customer as an additional insured, and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Customer. Service Provider shall also furnish to Customer a certificate of insurance upon each renewal of this Agreement or in the event that Service Provider's insurance coverage is modified or changed in any way.

12.7 Subcontractor Insurance. Service Provider shall require and verify that all Subcontractors provide insurance coverage and limits identical to the insurance required of Service Provider pursuant to Section 12 of this Agreement, unless such requirement is expressly modified or waived by the Customer.

13. Confidentiality; Non-Interference.

13.1 Non-Interference. From and after the date hereof and continuing for a period of one (1) year following the termination of this Agreement, Customer shall not, directly or indirectly, without the express written consent of a duly authorized officer of the other the Service Provider (a) induce or attempt to induce any employee or an independent contractor, Subcontractor or consultant of the Service Provider or its Affiliates with whom the Customer had contact pursuant to this Agreement to leave the employ of the Service Provider or its Affiliates, as applicable, or to discontinue the business relationship between the Service Provider and any of its independent contractors (b) in any way interfere with the relationship between the Service Provider and any employee of the Service Provider with whom the Customer had contact pursuant to this Agreement or in any way interfere with the relationship between the Service Provider and any independent contractor, Subcontractor or consultant of the Service Provider or its Affiliates, as applicable, with whom the Customer did not have a pre-existing relation prior to the Effective Date, (c) employ, or otherwise engage as an employee, independent contractor, consultant, or Subcontractor, or otherwise, any employee of the Service Provider with whom the Customer had contact pursuant to this Agreement, or (d) use information provided to the Customer pursuant to this Agreement to induce or attempt to induce any customer, consultant, independent contractor, Subcontractor, landowner, supplier, licensee, or business relation of Service Provider or its Affiliates to cease doing business with the Service Provider or its Affiliates, or in any way interfere with the relationship between any customer, supplier, licensee, or business relation of the Service Provider, or its Affiliates. Nothing in this Section 13.2 shall preclude Customer from discussing employment with or hiring an employee of the Service Provider or its Affiliates that has (i) voluntarily contacted Customer in response to a general position announcement placed by Customer on its website or another public manner; or (ii) had such employment with the Service Provider or its Affiliates terminated by the Service Provider or its Affiliates, as applicable, without any violation of the terms of this Section 13.2 by the Customer. Due to the inherent difficulty in arriving at the precise measure of the damages resulting from any breach by the Customer of the limitations of this Section 13.2 (and given the varying costs of hiring and training such employees and subcontracts and the loss of potential revenue based on Customer's retention of the same), Customer agrees that (x) Service Provider shall be entitled to injunctive relief to prevent any breach (or anticipated breach) of the limitations of this Section 13.2, and (y) Customer shall pay to Service Provider as liquidated damages (and not as a penalty) an amount equal to one year's salary for any such employee of the Service Provider or a subcontractor employed or retained by Customer in violation of the limitations of this Section 13.2.

14. Termination.

14.1 Termination upon Written Notice. Either party may terminate this Agreement in its entirety, or the Services for any Location, for any reason upon sixty (60) days written notice in accordance with Section 15.4 below. Unless excused by Customer, Service Provider shall continue to render Services under this Agreement during such notice period.

14.2 Termination upon Insolvency. Either party hereto may immediately terminate this Agreement by written notice to the other party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs with respect to a party, such party shall immediately notify the other party of its occurrence in accordance with Section 15.4 below.

14.3 Survival of Rights and Remedies. The termination of this Agreement for any reason shall not affect (i) the right of either party to receive amounts to which such party is entitled pursuant to this Agreement or (ii) the right of either party to seek damages from the other party with respect to the events giving rise to the termination of this Agreement.

14.4 Termination prior to Automatic Renewal. Either party may terminate this Agreement prior to the end of the Term upon no less than sixty (60) days written notice in accordance with Section 15.4 below.

15. General Provisions.

15.1 Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by any event beyond the reasonable control of such Party, including, but not limited to, failure of sources of supply or of materials, strike or other labor troubles, accidents to delivery vehicles, fire, riot or civil commotion, act of government or government instrumentality, war, terrorist act, tsunami, earthquake, blackouts, floods, severe weather or other natural disaster, nuclear emergency, pandemic, and other similar occurrences; provided, however, such party must notify the other party of its inability to perform within a reasonable time after the onset of such act or event. While such an inability to perform under this Agreement continues, the other party shall be relieved from its corresponding obligations hereunder.

15.2 Choice of Law. The laws of the State of Michigan (without giving effect to its conflict of law principles) shall govern all matters arising out of or relating to this Agreement and all of the transactions contemplated hereby, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. The forum selected for any proceeding or suit related to a dispute between the parties arising out of or relating to this Agreement or the transactions contemplated hereby shall be in a federal or state court of competent jurisdiction located in Washtenaw County, Michigan (the “*Designated Courts*”). Each party consents to the exclusive jurisdiction of the Designated Courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtained in the Designated Courts in any other appropriate forum.

15.3 Attorneys’ Fees and Costs. In the event of a breach by either party to this Agreement and commencement of a subsequent legal action in a Designated Court, or in the event legal counsel is consulted as a result of any such breach or in anticipation of any such prospective legal action, the prevailing party in any such dispute shall be entitled to reimbursement of its reasonable attorneys’ fees and expenses.

15.4 Notices. Any purchase orders, requests, notices or other communication to a party to this Agreement that is permitted or required hereunder may be delivered by hand, by facsimile or other form of written electronic transmission (provided that no notice of non-delivery is received), by first class mail, postage prepaid, or by a nationally recognized overnight delivery service and shall be addressed by the sender to Service Provider or Customer at their respective addresses listed below or to such other address as a party may hereafter furnish to the other party in writing.

If to Service Provider:

<u>For Contract Notices:</u> RNA Facilities Management 2701 Interstate 94 Service Dr Building A Ypsilanti, MI 48198	<u>For Purchase Order/Service Requests:</u> RNA Facilities Management 2701 Interstate 94 Service Dr Building A Ypsilanti, MI 48198
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If to Customer:

<u>For Contract Notices:</u> Charter Township of Ypsilanti 7200 S Huron River Dr, Ypsilanti, MI 48197
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15.5 Further Action. Each party hereto agrees to take all further action, and to execute, acknowledge, and deliver any other documents, which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

15.6 No Agency. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant between the parties.

15.7 Amendment. The parties may not amend this Agreement orally. The parties may amend this Agreement only by a written agreement signed by all of the parties to this Agreement.

15.8 No Waiver. No waiver of any provision of this Agreement, and no consent to any departure by any party from the terms and conditions of this Agreement, shall be effective unless such waiver or consent is given in writing by the party against whom such waiver or consent is sought to be enforced (in which case the waiver or consent shall be effective only in the specific instance, and only for the specific purpose, for which it was given). No failure or delay by a party in exercising any right or remedy, or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, shall operate as a waiver or estoppel of any right or remedy of such party hereunder, or limit or prevent the subsequent enforcement of any provision of this Agreement by such party.

15.9 Integration. This Agreement together with its Exhibits constitutes the final agreement between the Parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

15.10 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

15.11 Assignment. Except as provided below and as set forth in Section 10 (Subcontractors), neither Party shall delegate its duties nor assign its rights under this Agreement, whether in whole or in part, without the prior written consent of the other Party; provided, however, that either party may assign its rights under this Agreement in connection with the sale of substantially all its assets, or a merger, consolidation or other similar reorganization.

15.12 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assignees of the parties.

15.13 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other form of electronic transmission shall be as effective as executing and delivering this Agreement in the presence of the other party to this Agreement.

15.14 Descriptive Headings. The titles and captions preceding the text of the sections of this Agreement are inserted solely for convenient reference and neither constitute a part of this Agreement nor affect its meaning, interpretation, or effect.

15.15 Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that (a) he or she is duly authorized to execute and deliver this Agreement on behalf of the entity; (b) the entity has all requisite power and authority to execute, deliver and perform under this Agreement; (c) the execution, delivery and performance by the entity has been duly authorized by all necessary action, corporate or otherwise, on the part of the entity; (d) the entity has obtained all consents, permits, approvals and authorizations required by applicable governmental authorities in connection with the performance of its obligations under this Agreement; and (e) this Agreement is binding upon the entity.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

CUSTOMER:

Charter Township of Ypsilanti

By: _____

Name: _____

Title: _____

Charter Township of Ypsilanti

By: _____

Name: _____

Title: _____

SERVICE PROVIDER:

RNA Facilities Management

By:  _____
Name: K. Wayne Bingham II
Title: Director of grounds

OTHER BUSINESS

PUBLIC COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT
