

**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

May 6, 2025

Regular Meeting – 6:00 p.m.

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

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, MAY 6, 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 FROM APRIL 15, 2025
 - 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
5. CONSENT AGENDA
 - A. MINUTES OF APRIL 15, 2025 REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR MAY 6, 2025, IN THE AMOUNT OF \$1,257,923.78
6. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. APPROVE UKG CONTRACT FOR NEW TIME CLOCKS AND SOFTWARE IN THE TOTAL AMOUNT OF \$25,440.00, BUDGETED IN LINE ITEMS #101-228-977.000, #101-228-934.000, #101-228-801.000, #101-228-857.100
2. RESOLUTION 2025-16, APPROVE YCUA WATER SYSTEM IMPROVEMENTS BOND SALE
3. RESOLUTION 2025-17, APPROVE DISSOLUTION OF ENVIRONMENTAL RESERVE FUND AND TRANSFER OF FUNDS INTO RESERVE FOR CONSTRUCTION (TOWNSHIP DIVISION) AS REQUESTED BY YCUA
4. APPROVE DTE FOR EASEMENTS, FOR GAS LINE RELOCATION PROJECT, WITHIN 5365 BRIDGE ROAD- SOUTH HYDRO PARK (K-11-24-300-011) AND 2599 BRIDGE ROAD- NORTH HYDRO PARK (K-11-24-300-001) IN THE AMOUNT OF \$49,943.00
5. APPROVE CHANGE ORDER #1- SPILLWAY GATE PROGRAMMABLE LOGIC CONTROLLER ISOLATION PROJECT IN THE AMOUNT OF \$9,825.00, BUDGETED IN LINE ITEM #252-535-971.001
6. RENEW AGREEMENT WITH THE WASHTENAW COUNTY WATER RESOURCE COMMISSIONER (WCWRC) FOR VERMIN MANAGEMENT SERVICES FOR UP TO \$150,000.00, BUDGETED IN LINE #101-445-818.025, CONTINGENT ON BUDGET AMENDMENT
7. APPROVE LITIGATION TO ABATE PUBLIC NUISANCE AT 958 ECORSE RD, BUDGETED IN LINE ITEM #101-729-801.023
8. APPROVE LITIGATION TO ABATE PUBLIC NUISANCE AT 1521 HOLMES RD, BUDGETED IN LINE ITEM #101-729-801.023
9. APPROVE LITIGATION TO ABATE PUBLIC NUISANCE AT 6016 MERRITT RD, BUDGETED IN LINE ITEM #101-729-801.023
10. BUDGET AMENDMENT #6

AUTHORIZATIONS AND BIDS

1. ACCEPT THE BID FOR \$380,559.71 FROM KAB ENTERPRISES FOR THE APPLERIDGE PARK PLAYGROUND REPLACEMENT AND WALKWAY PAVING WHICH IS FUNDED THROUGH THE WASHTENAW COUNTY DEVELOPMENT BLOCK GRANT PROGRAM BUDGETED IN LINE ITEM #213-901-974.008
2. ACCEPT THE BID OF \$34,188.45 FROM SUPERIOR GROUNDCOVER, INC. FOR OUR ANNUAL PLAYGROUND MULCH INSTALLATION FOR 2025-2026, BUDGETED IN LINE ITEM #101-770-818.011

OTHER BUSINESS

1. REQUEST TO ENTER INTO CLOSED SESSION FOR DISCUSSION ON NEGOTIATIONS WITH THE TPOAM UNION PER MICHIGAN'S OPEN MEETINGS ACTS 1976 PA 267, MCL 15.268(c)
2. APPROVE THE TPOAM UNION 2025-2029 CONTRACT

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.

BOARD MEMBER COMMENTS

There were 3 board member comments.

ADJOURNMENT

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

The motion carried unanimously.

The meeting was adjourned at approximately 7:18PM

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

SPACE USE AGREEMENT

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

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

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

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

ATTESTED TO:

WASHTENAW COUNTY:

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

By: _____
Gregory Dill (DATE)
County Administrator

CONTRACTOR:

CONTRACTOR:

By: _____
Brenda Stumbo (DATE)
Ypsilanti Township Supervisor

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

CONTRACTOR:

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

APPROVED AS TO CONTENT:

By: _____
Jason Fee (DATE)
Facilities Management Director

APPROVED AS TO FORM:

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

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

RESOLUTION 2025-07

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

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

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

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

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

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

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

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

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

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

Debra A Swanson, Clerk
Charter Township of Ypsilanti

PURCHASE AGREEMENT

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

WITNESSETH:

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

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

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

It is hereby agreed as follows:

1. **Description of the Property.**

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

2. **Purchase Price.**

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

3. **Conveyance.**

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

4. **Title Commitment and Title Insurance.**

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

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

5. *Title Objections.*

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

6. *Due Diligence/Contingencies.*

Closing shall be contingent upon the occurrence of the following:

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

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

7. *Earnest Money Deposit and Termination.*

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

8. *Taxes and Assessments.*

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

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

9. *Closing.*

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

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

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

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

11. *Notices.*

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

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

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

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

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

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

12. **Possession.**

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

13. **Restrictions to Deed.**

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

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

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

14. *Entire Agreement.*

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

15. *Governing Law.*

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

16. *Further Assurances.*

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

17. *No Third Party Benefits.*

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

18. *Time is the Essence.*

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

19. *Interpretation.*

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

20. *Counterparts.*

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

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

21. *Successor and Assigns.*

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

22. *Captions and Pronouns.*

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

23. *Corporate Resolution.*

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

24. *Effective Date.*

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

WITNESSED:

Brian 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

By: -----

Its: _____

Date: _____

Ypsilanti Charter Township

By: -----

Its: _____

Date:

By: -----

Its: _____

Date:

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

Resolution No. 2025-08

APPOINTMENTS

Washtenaw Regional Recycling Management Authority (WRRMA)

Hines, John (Delegate)

Stumbo, Brenda (Alternate)

Exp. Date

Pleasure of the Board

Pleasure of the Board

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION 2025-09

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

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

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

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

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

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

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

Debra A Swanson, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION 2025-10

RESOLUTION OF SUPPORT FOR 2025 MDNR TRUST FUND APPLICATION

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

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

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

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

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

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

Debra A Swanson, Clerk
Charter Township of Ypsilanti

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

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

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

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

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

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

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

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

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

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

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

Recitals

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

Agreement

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

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

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

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

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

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

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

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

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

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

WASTE MANAGEMENT OF MICHIGAN, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CHARTER TOWNSHIP OF YPSILANTI, MICHIGAN

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Facility Use Agreement
US Rowing – Rowfest Event

Date of Agreement: March 3, 2025

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

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

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

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

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

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

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

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

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

3. Rental Fees and Expenses

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

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

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

4. Obligations of AASC

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

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

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

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

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

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

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

5. Obligations of the TWP

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

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

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

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

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

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

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

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

6. Term and Termination

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

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

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

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

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

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

7. Cancellation / Rescheduling of Event

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

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

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

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

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

9. Warranties, Indemnity and Insurance

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

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

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

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

The wording on the policy *MUST* read:

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

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

10. General Provisions

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

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

For the AASC:

For the TWP:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule

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

2025 Rowfest Schedule – Subject to change due to weather conditions

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

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

Monday July 7-

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

Tuesday, July 8th –

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

Wednesday, July 9th

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

Thursday, July 10th

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

Friday, July 11

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

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

Saturday, July 12-Saturday, July 19

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

Sunday, July 13

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

Monday, July 14

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

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

Tuesday- July 15th

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

Wednesday, July 16th

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

Thursday, July 17th

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

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

Friday, July 18

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

Saturday, July 19th

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

8pm – US Rowing Departure

5:00pm-8:00pm – Trailers Leaving

Trash assistance needed

Sunday, July 20

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

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

Monday, July 21

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

Tuesday, July 22

- Continued course taken down on water

Facility Use Agreement

Ann Arbor Sports Commission – EMU – Ford Lake Cup

Date of Agreement: March 21, 2025

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

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

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

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

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

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

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

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

3. Rental Fees and Expenses

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

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

4. Obligations of AASC

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

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

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

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

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

5. Obligations of the TWP

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

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

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

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

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

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

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

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

6. Term and Termination

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

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

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

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

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

7. Cancellation / Rescheduling of Event

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

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

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

9. Warranties, Indemnity and Insurance

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

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

9.2. Indemnification.

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

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

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

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

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

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

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

The wording on the policy *MUST* read:

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

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

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
				<u>504.02</u>
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
				<u>1,872.38</u>
04/15/2025	199688	AMERIGAS - YPSILANTI	LP Gas For Gate House PROPANE FOR COMPOST GATE HOUSE	310.59 263.83
				<u>574.42</u>
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
				<u>122.34</u>
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
				<u>477,279.28</u>
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
				<u>1,450.98</u>
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

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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	<u>1,118.30</u>
				2,176.74
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	<u>675.00</u>
				6,593.25
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	<u>55.00</u>
				110.00
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	<u>571.34</u>

AP TOTALS:

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

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>

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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>

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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
					12,939.24
					12,939.24
CARDS TOTALS:					
Total of 1 Checks:					12,939.24
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					12,939.24

Credit Cards

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 15, 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, Gloria Peterson, and LaResha Thornton

Members Not Present: John Newman III

Legal Counsel: Wm. Douglas Winters

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

APPROVAL OF AGENDA

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

The motion carried unanimously.

CONSENT AGENDA

A. MINUTES OF APRIL 15, 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 APRIL 2025, IN THE AMOUNT OF \$76,809.04**
- 3. CLARITY HEALTHCARE ADMIN FEE FOR APRIL 2025, IN THE AMOUNT OF \$1,674.85**

Clerk Swanson read changes to the minutes. On page 3, item 4, Resolution 2025-08, page 5, item 9, Ford Lake Cup instead of Regatta. Under Authorizations and Bids we need to add the word Community after County

The motion carried unanimously.

The consent agenda for this meeting will be placed on the May 6th meeting agenda due to lack of a motion or support prior to the action to approve.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

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

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

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

The motion carried unanimously.

2. APPROVE SECOND AMENDMENT FOR SIGNAGE TO PLANNED DEVELOPMENT #7 FOR PAINT CREEK CROSSING, LOCATED AT 2010 WHITTAKER RD (K-11-21-200-040)

A motion was made by Trustee Lovejoy Roe and supported by Trustee Peterson to approve Second Amendment for signage to planned development #7 for Paint Creek Crossing, located at 2010 Whittaker Rd (K-11-21-200-040)

The motion carried unanimously.

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)

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve development agreement- Sheetz Fueling Station, Convenience Store and Restaurant at Southeast corner of W Michigan and S Hewitt Rd (755 S Hewitt Rd). (see attached)

Representatives from Sheetz were there to share renderings of what the project will look like. (see attached, slides from presentation)

The motion carried unanimously.

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

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to 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. (see attached)

A friendly amendment by Treasurer Eldridge and supported by Trustee Thornton to approve the amount of \$45,940.00 which represents a deduction

on \$1,674.00 for township IT renovation work versus 14B Court renovation work.

The motion carried unanimously.

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

A motion was made by Trustee Peterson and supported by Trustee Lovejoy Roe 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. (see attached)

The motion carried unanimously.

6. APPROVE RESOLUTION 2025-12, PROPOSAL A- FIRE PROTECTION, PREVENTION, RESCUE SERVICES, AND EQUIPMENT RESERVE MILLAGE

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Treasurer Eldridge to approve Resolution 2025-12, Proposal A- Fire Protection, Prevention, Rescue Services, and Equipment Reserve Millage. (see attached)

The motion carried unanimously.

7. APPROVE RESOLUTION 2025-13, PROPOSAL B- POLICE SERVICES MILLAGE

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Treasurer Peterson to approve Resolution 2025-13, Proposal B- Police Services Millage. (see attached)

The motion carried unanimously.

8. APPROVE RESOLUTION 2025-14, PROPOSAL C- RECREATION, BIKE PATH, SIDEWALK, ROADS, PARKS, GENERAL OPERATIONS FUND MILLAGE

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Treasurer Eldridge to approve Resolution 2025-14, Proposal C- Recreation, Bike Path, Sidewalk, Roads, Parks, General Operations Fund Millage. (see attached)

The motion carried unanimously.

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

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Trustee Peterson to 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. (see attached)

The motion carried unanimously.

10. BUDGET AMENDMENT #5

A motion was made by Clerk Swanson and supported by Trustee Peterson to approve Budget Amendment #5. (see attached)

The motion carried unanimously.

AUTHORIZATION 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

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge 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 \$11,680.00 from Diuble Equipment, Inc., budgeted in line item #101-770-977.000, contingent on budget amendment.

The motion carried unanimously.

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

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

The motion carried unanimously.

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

A motion was made by Trustee Peterson and supported by Trustee Lovejoy Roe to 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. (see attached)

The motion carried unanimously.

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

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve a 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. (see attached)

The motion carried, 5 to 1.

OTHER BUSINESS

PUBLIC COMMENTS

There were 2 public comments.

BOARD MEMBER COMMENTS

There were no board member comments.

ADJOURNMENT

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

The motion carried unanimously.

The meeting was adjourned at approximately 6:56PM

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti



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.

Monthly Retainer	2025 Rates	2026 Rates	2027 Rates
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.

For the Township:

By: _____

By: _____

Name: Brenda L. Stumbo

Name: Debra A. Swanson

Title: Supervisor

Title: Clerk

Date: _____

Date: _____



April 14, 2025

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

RE: REQUEST for CHANGE ORDER (RCO #1.1)
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 #1.1 Summary dated: 04/14/25	\$43,023.00
2. BCG General Conditions	\$0.00
3. BCG GLI @ 0.85%	\$365.70
4. BCG OH&P @ 4.5%	\$1,952.49
5. Payment & Performance Bond @ 1.08%	\$489.68
TOTAL "ADD" COST	\$45,831.00
 Previous Contract Amount	 \$4,208,497.00
 Revised Contract Amount including this Request for Change Order	 \$4,254,328.00

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

Stan Eldridge, Township Treasurer

4/14/2025

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	<i>JH</i>
Erane C. Washington, Washtenaw County	
James Renaud, JFR Architect, PC	<i>JFR</i>

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.

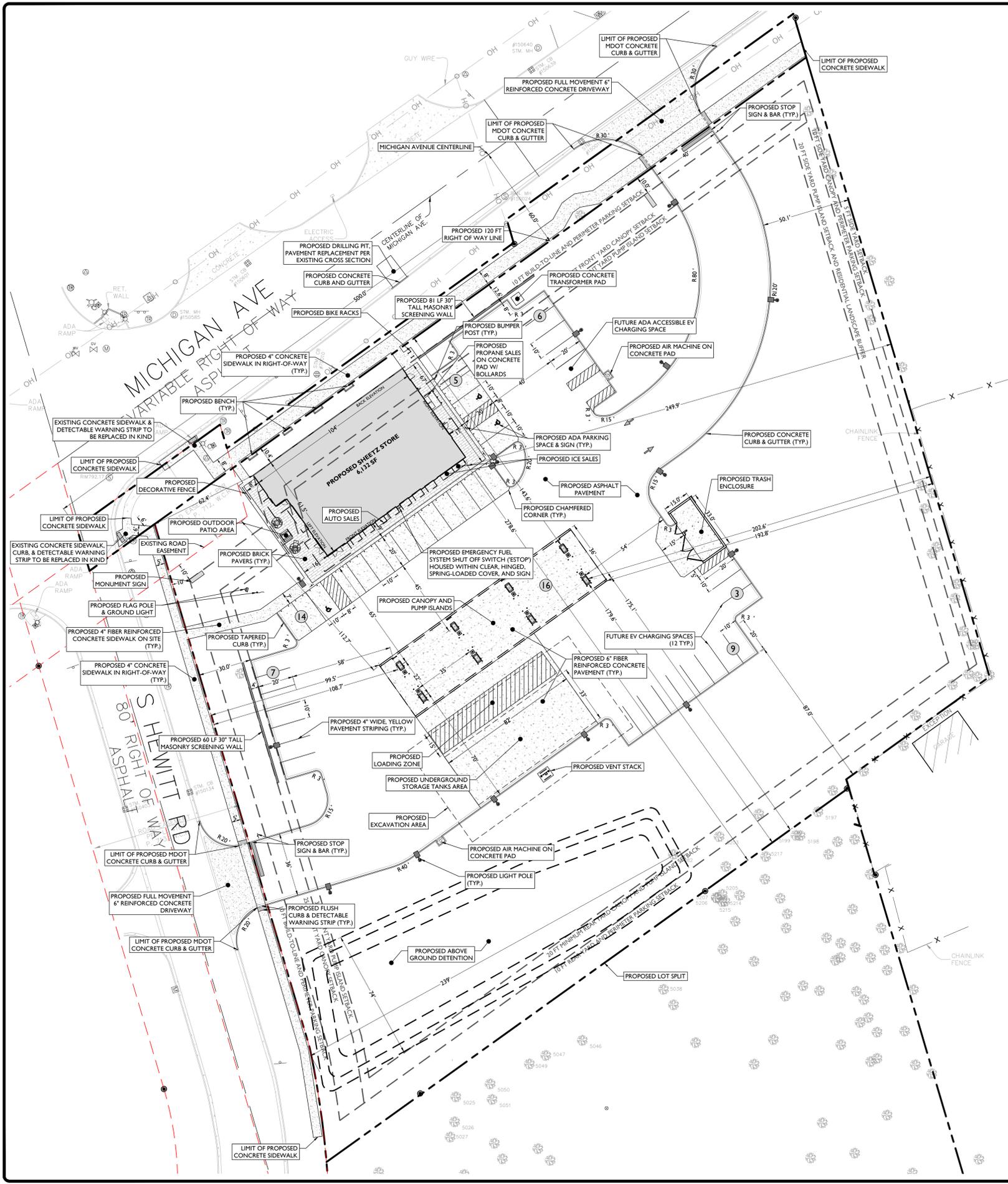
THE RETAINED PARCEL IS OWNED BY THE LAND OWNER AND IS ONLY SUBJECT TO THE TERMS OF THIS AGREEMENT THAT EXPRESSLY IDENTIFY THE RETAINED PARCEL AND ANY EASEMENTS RELATED THERETO.

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.



LAND USE AND ZONING

PID: K-11-39-350-022, K-11-39-350-023, & K-11-18-100-019

REGIONAL CORRIDOR (RC)

PROPOSED USE	PERMITTED USE	
CONVENIENCE STORE	PERMITTED USE	
VEHICLE FUELING STATION	SPECIAL LAND USE	
ZONING REQUIREMENT	REQUIRED	PROPOSED
MINIMUM LOT AREA	24,000 SF	159,017 SF (3.65 AC)
MINIMUM LOT WIDTH	150 FT	500.0 FT
MAXIMUM IMPERVIOUS COVERAGE	80%	< 80% PROVIDED
MAXIMUM BUILDING HEIGHT	30 FT	< 30 FT
REQUIRED FRONT YARD BUILD-TO-LINE (MICHIGAN AVENUE)	10 FT	10.0 FT
REQUIRED FRONT YARD BUILD-TO-LINE (HEWITT ROAD)	10 FT	62.5 FT (AV)
MINIMUM SIDE YARD SETBACK	5 FT	249.9 FT
MINIMUM REAR YARD SETBACK	10 FT	278.4 FT
MINIMUM FRONT YARD CANOPY SETBACK	25 FT	99.5 FT
MINIMUM SIDE YARD CANOPY SETBACK	10 FT	192.8 FT
MINIMUM REAR YARD CANOPY SETBACK	20 FT	175.1 FT
MINIMUM FRONT YARD PUMP ISLAND SETBACK	30 FT	108.7 FT
MINIMUM SIDE & REAR YARD PUMP ISLAND SETBACK	20 FT	179.6 FT
MINIMUM PERIMETER PARKING SETBACK	10 FT	12.6 FT

(AV) APPROVED VARIANCE

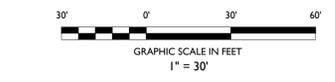
OFF-STREET PARKING REQUIREMENTS

CODE SECTION	REQUIRED	PROPOSED
§ 1205.2.E	GAS STATION W/ CONVENIENCE STORE: 1 SPACE PER 125 SF OF UFA PLUS 2 SPACES PER FUELING STATION (3.264 SF) (1 SPACE / 125 SF) = 26 SPACES (8 FUELING STATIONS) (2 SPACES / STATION) = 16 SPACES RESTAURANT: 2 SPACES PER 5 SEATS (46 SEATS) (2 SPACES / 5 SEATS) = 18 SPACES TOTAL: 26 + 16 + 18 = 60 SPACES⁽¹⁾	60 SPACES
§ 1205.6.D	90' PARKING: 9 FT X 18 FT WITH 24 FT AISLE ⁽²⁾	10 FT X 20 FT
§ 1207.2.A(2)	LOADING: 10 FT X 55 FT	W/ 40 FT AISLE 15 FT X 82 FT

- (1) THE PLANNING COMMISSION MAY REDUCE THE PARKING REQUIREMENTS BASED UPON A FINDING THAT THERE WILL BE A LOWER DEMAND FOR PARKING. THE APPLICANT SHALL PROVIDE A PARKING STUDY WITH ADEQUATE DETAIL AND INFORMATION TO ASSIST THE PLANNING COMMISSION TO DETERMINE THE APPROPRIATENESS OF THE REQUEST
- (2) WHERE A PARKING SPACE ABUTS A 7 FT WIDE SIDEWALK OR A 10 FT WIDE GREENBELT, THE PARKING SPACE MAY BE REDUCED BY 2 FT IN LENGTH

- #### SHEETZ LAYOUT NOTES
- CONTRACTOR SHALL REFER TO THE SHEETZ ARCHITECTURAL PLANS FOR THE EXACT LOCATION OF UTILITY ENTRANCES, BUILDING DIMENSIONS, ROOF LEADERS, EXIT DOORS, EXIT RAMPS AND PORCHES.
 - ALL DIMENSIONS ARE TO BUILDING FACE, FACE OF CURB, OR EDGE OF SIDEWALK UNLESS NOTED OTHERWISE. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS FOR THE INSTALLATION OF TRAFFIC SIGNAGE AND PAVEMENT MARKINGS AS SHOWN ON THE CONSTRUCTION PLANS.
 - ALL NON-LANDSCAPED ISLANDS SHALL BE PAINTED WITH STRIPES 4" WIDE, AT 45 AND 135 DEGREE ANGLES.
 - ALL STRIPING SHALL BE 4" WIDE UNLESS NOTED OTHERWISE.
 - CONTRACTOR SHALL COORDINATE FINAL LOCATION OF THE SHEETZ MAIN FREESTANDING SIGN WITH THE SHEETZ CONSTRUCTION MANAGER.
 - CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS CONSTRUCTION SET FOR OTHER PERTINENT INFORMATION.
 - ALL DIMENSIONS SHOWN ON THIS PLAN SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY SHEETZ REPRESENTATIVE AND DESIGN ENGINEER OF ANY DISCREPANCIES BETWEEN THE PLAN AND FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR ALL DIMENSIONS AT THE PROJECT SITE.
 - SEE DETAIL SHEETS FOR ADDITIONAL CONSTRUCTION INFORMATION.
 - CONTRACTOR SHALL NEATLY SAW-CUT ALL JOINTS WHERE THE PROPOSED CONSTRUCTION MEET EXISTING PAVEMENT AND CONCRETE.
 - SHEETZ RESERVES THE RIGHT TO SUBSTITUTE ASPHALT PAVING FOR CONCRETE PAVING.

- #### GENERAL NOTES
- THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC PRIOR TO THE START OF CONSTRUCTION.
 - THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION.
 - ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC, AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
 - THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY STONEFIELD ENGINEERING & DESIGN, LLC.
 - THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
 - THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.
 - THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTOR'S EXPENSE.
 - CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD ENGINEERING & DESIGN, LLC, WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET.
 - THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
 - THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
 - THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES.
 - SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING & DESIGN, LLC, BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS PLAN SET.



NO.	REVISION	DATE	BY	DESCRIPTION
1	FOR SITE PLAN REVIEW	04/09/2024	NBJD	
2	FOR SITE PLAN REVIEW	05/09/2024	KH	
3	FOR ENGINEERING REVIEW	06/12/2024	KH	
4	FOR ENGINEERING REVIEW	11/14/2024	KH	
5	YCUA REVISIONS	12/10/2024	KH/JD	
6	REVISY FOR ENGINEERING REVIEW	01/07/2025	KH/JD	
7	REVISY FOR ENGINEERING REVIEW	02/17/2025	NB	

NOT APPROVED FOR CONSTRUCTION

STONEFIELD
engineering & design

Birmingham, MI • New York, NY • Boston, MA
Princeton, NJ • Tampa, FL • Rutherford, NJ
www.stonefielddesign.com

555 S. Old Woodward, Suite 12L, Birmingham, MI 48009
Phone 248.247.1115

SITE DEVELOPMENT PLAN

PROPOSED CONVENIENCE STORE AND FUEL STATION

PID: K-11-39-350-022, K-11-39-350-023, K-11-18-100-019
2103 WEST MICHIGAN AVENUE
CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN

STONEFIELD
engineering & design

SCALE: 1" = 30' PROJECT ID: DET-230091.01

TITLE: **SITE PLAN**

DRAWING: **C-5**

V:\072024\DET-230091-01-SHEETZ\GOOD-2103 WEST MICHIGAN AVENUE - YPSILANTI CHARTER TOWNSHIP - PIC-0204\F072024-01-SHEETZ.DWG



YPSILANTI TWP., MI

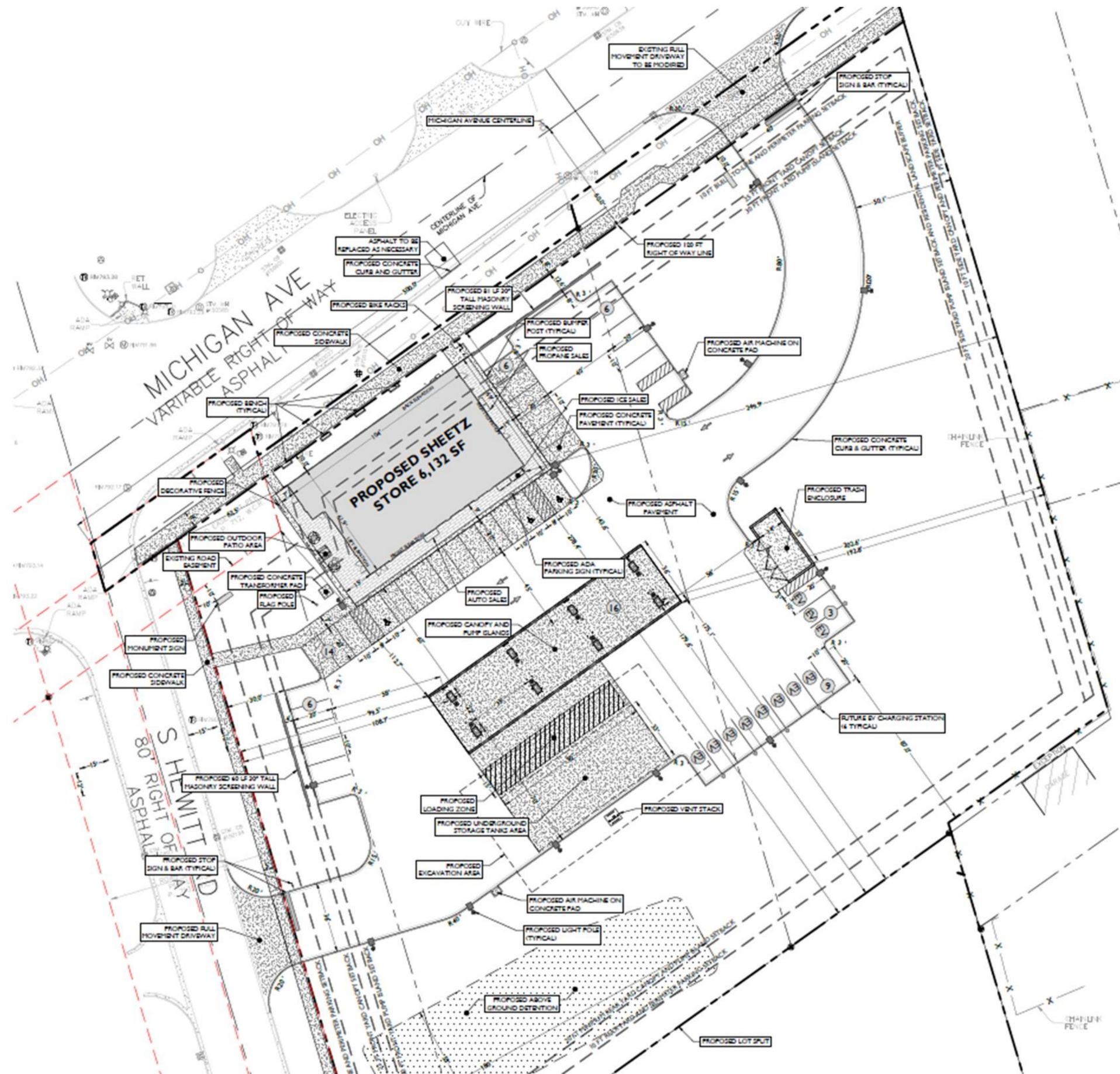




OVERVIEW

- 3.65 Acres
- 6,132 SF Restaurant & Convenience Store
- 8 Fuel Pumps (16 Stations)







A SIGNATURE SHEETZ LOCATION



1 FUELING CANOPY SIDE
58' x 1'-0"



2 SOUTH HEWITT SIDE
147' x 1'-0"



A SIGNATURE SHEETZ LOCATION



3 MICHIGAN AVENUE SIDE
1/4" = 1'-0"



4 EAST DRIVEWAY SIDE
1/4" = 1'-0"





SHEETZ

3.28 3.28



REQUEST and THANK YOU

- Request for approval of the developer's agreement.
- A shoutout to township elected and appointed officials as well as staff who worked so diligently with us throughout this process to bring another Sheetz to life!

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, a Michigan domestic non-profit corporation ("JEL"), and the Charter Township of Ypsilanti ("TWP") for the use of Ford Lake Park and the facilities contained therein for a JEL Concert 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. The TWP may provide additional "rides with the TWP golf carts" for visitors with special needs if so available. 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 Washtenaw County Mobile Food Service Unit (MFSU) and a valid State of Michigan Health Department license as well as 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 sixty (60) 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 premises the same night.
- 5.3. Maintenance. The TWP shall be 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
Community Entertainment:

By: _____

Name: John E. Lawrence

Title: President

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 5.7000 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 to 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 Operations 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>

**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.

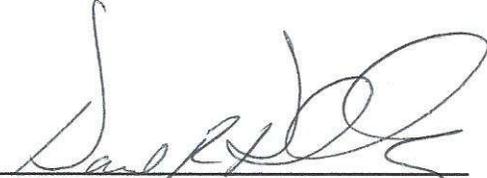
15. TERMINATION OF THE AGREEMENT

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: _____

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "*Agreement*"), dated ~~2/18/2025~~ ^{4/15/2025} (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

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
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STATEMENTS AND CHECKS

May 6, 2025 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	1,213,721.88
HAND CHECKS -	\$	44,201.90
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	1,257,923.78

A/P Checks

Check Date	Check	Vendor Name	Description	Amount
Bank AP AP				
05/06/2025	199799	A DESIGN LINE	COMMUNITY PROMOTION ITEMS COMMUNITY PROMOTION ITEMS - MICROFIBER C COMMUNITY PROMOTION ITEMS 2025 UNIFORM SHIRTS FOR ALAN JACKSON COMMUNITY PROMOTION ITEMS COMMUNITY PROMOTION ITEMS	497.78 673.61 330.05 151.44 576.68 553.94
				2,783.50
05/06/2025	199800	AAMCO TRANSMISSIONS AND	#74 BAD B2S2 OXYGEN SENSOR REPLACED	512.40
05/06/2025	199801	ACACHI LLC	MS SQL SERVER STANDARD CORE	12,480.03
05/06/2025	199802	ACCUSHRED LLC	SHRED SERVICES	143.50
05/06/2025	199803	ADVANCE PRINT & GRAPHICS	ADDITIONAL DAILY PARK PASSES FOR FLP	285.94
05/06/2025	199804	ADVANCED COMMUNICATIONS & DATA	INTERNET UTILITY SERVICE	689.90
05/06/2025	199805	ALL PRO EXERCISE	REPLACEMENT TREADMILL FOR STATION #3	3,530.00
05/06/2025	199806	ALLIED, INC.	ANNUAL OSHA INSPECTIONS- LIFTS (2025)	310.00
05/06/2025	199807	AMAZON CAPITAL SERVICES	TRASH PICKERS - COMMUNITY ENGAGEMENT LIGHTBULBS FOR CIVIC CENTER MONITOR SWIVEL BASE 12" PPE FOR EMPLOYEES UNIFORM PANTS FOR DEPT STAFF REPLACEMENT PRINTER FOR HYDRO SCADA SYST FIRST AID ITEMS FOR RANGER HOUSE AND SUN LIGHTBULBS FOR CIVIC CENTER DIYMAG BLACK MAGNETIC HOOKS OFFICE SUPPLIES - POST-IT DISPENCERS AND ZIP CLASSIC LAPTOP BAG FILE FOLDERS TO SUPPLEMENT MAILBOX SUPPLIES FOR HQ VERTICAL LAPTOP STAND SOCCER REF EQUIPMENT EASTER BASKET FOR EASTER EGG HUNT TOOL BAGS FOR STATION/TRUCK	37.99 21.40 15.69 177.16 152.94 159.00 40.01 13.04 26.32 37.53 169.98 31.42 52.95 94.90 193.87 26.99 87.44
				1,338.63
05/06/2025	199808	ANN ARBOR CLEANING SUPPLY	TRASH BAGS - COMMUNITY ENGAGEMENT TRASH BAGS - LAITR CLEANING SUPPLIES - PARKS CLEANING SUPPLIES - COMMUNITY CENTER	56.70 283.50 806.15 225.12
				1,371.47
05/06/2025	199809	ASCENTIS CORPORATION	NOVATIME RENEWAL	290.05
05/06/2025	199810	ASSOCIATED FENCE	GATE INSTALLATION SHELTER 1 FENCE AND GATE REPAIRS AT FORD LAKE PARK GREEN OAKS GATE AND FENCE REPAIRS. WOOD FENCE REPAIRS	1,450.00 1,200.00 475.00 475.00
				3,600.00
05/06/2025	199811	AUTO VALUE YPSILANTI	PAINTING SUPPLIES FOR DAM PROJECT CABLES TIES FOR PARK SUPPLIES 55 GAL DEF & TRU FUEL BATTERY FOR VEHICLES #67	23.68 41.78 309.67 147.46

Check Date	Check	Vendor Name	Description	Amount
			BATTERY FOR VEHICLES #65	123.22
			HOSE FOR SHELTER-CLEANING TRUCK	142.59
			MAINT SUPPLIES	166.49
			SAW BLADES	52.98
				<u>1,007.87</u>
05/06/2025	199812	AYRES ASSOCIATES INC	COMPREHENSIVE ASSESSMENT FOR THE HYDRO S	11,688.00
05/06/2025	199813	B-BALL SKILLS LLC	PAY OUT FOR B-BALL SKILLS 4/2-4/22	1,072.50
05/06/2025	199814	BACK TO NATURE LAWN CARE	SPRING PRE-EMERGENT & FERT	78.00
			SPRING PRE-EMERGENT & FERT	211.25
			SPRING PRE-EMERGENT & FERT	136.25
				<u>425.50</u>
05/06/2025	199815	BLACK CLOVER	BLACK CLOVER HATS FOR RESALE IN THE GOLF	92.23
05/06/2025	199816	BOUND TREE MEDICAL, LLC.	MEDICAL SUPPLIES FOR TRUCKS/STATIONS	888.81
			SPILL CONTROL BAG/BOARD SPLINT	169.94
				<u>1,058.75</u>
05/06/2025	199817	BRIANNA WORKMAN	SECURITY DEPOSIT REFUND COMMUNITY CENTER	100.00
05/06/2025	199818	BRIDGESTONE GOLF INC	BRIDGESTONE GOLF BALLS AND HATS FOR RESA	320.77
05/06/2025	199819	BS & A SOFTWARE	BS&A SOFTWARE MAINTENACE FEE	42,577.00
05/06/2025	199820	CARLISLE WORTMAN ASSOCIATES INC	BD BOND REFUND	50.00
05/06/2025	199821	CARLISLE WORTMAN ASSOCIATES INC	BD BOND REFUND	350.00
05/06/2025	199822	CARLISLE WORTMAN ASSOCIATES INC	BD BOND REFUND	72.50
05/06/2025	199823	CARLISLE WORTMAN ASSOCIATES INC	BD BOND REFUND	217.50
05/06/2025	199824	CARLISLE WORTMAN ASSOCIATES INC	BD BOND REFUND	725.00
05/06/2025	199825	CARLISLE/WORTMAN ASSOCIATES	CARLISLE WORTMAN INVOICES	9,400.00
			CARLISLE WORTMAN INVOICES	465.00
				<u>9,865.00</u>
05/06/2025	199826	CARTER LUMBER COMPANY	PARK MAINTENANCE - MORE DOCK SUPPLIES (I	899.85
			PARK MAINTENANCE - MORE WOOD FOR FLP DOC	561.56
			PARK MAINTENANCE - ADDITIONAL WOOD FOR F	53.45
				<u>1,514.86</u>
05/06/2025	199827	CERTASITE, LLC	KITCHEN HOOD INSPECTION - HEWITT ROAD	396.18
			KITCHEN HOOD INSPECTION - TEXTILE ROAD	394.92
			FIRE EXTINGUISHER SERVICE/REPAIR/REPLACE	269.22
				<u>1,060.32</u>
05/06/2025	199828	CINTAS FIRST AID & SAFETY	FIRST AID CABINET SERVICE - 4/7/25	39.28
			FIRST AID CABINET SERVICE - 4/7/25	15.95
			FIRST AID CABINET SERVICE - 4/7/25	7.15
			FIRST AID CABINET SERVICE - 4/7/25	7.15
			FIRST AID CABINET SERVICE - 4/7/25	51.12
			FIRST AID CABINET SERVICE - 4/7/25	14.53
			FIRST AID CABINET SERVICE - 4/7/25	46.71
			FIRST AID CABINET SERVICE - 4/7/25	7.16
			MONTHLY SERVICE FOR AED AT HOLMES ROAD	134.42
			EYE WASH STATION RENTAL	60.05
				<u>383.52</u>

Check Date	Check	Vendor Name	Description	Amount
05/06/2025	199829	CISLO TITLE	TITLE AND RECORD SEARCH INVOICES	175.00
			TITLE AND RECORD SEARCH INVOICES	175.00
			TITLE AND RECORD SEARCH INVOICES	250.00
			TITLE AND RECORD SEARCH INVOICES	181.20
				<u>781.20</u>
05/06/2025	199830	COMMUNICATION SQUARE LLC	MONTHLY OFFICE 365	4,560.00
05/06/2025	199831	COMMUNITY PUBLISHING & MARKETING	400 EXTRA HANDBOOKS AND 500 EXTRA A MAGN	1,375.00
05/06/2025	199832	CONSTELLATION NEW ENERGY	ACCOUNT #BG-301569	8,798.43
05/06/2025	199833	CORRIGAN MOVING SYSTEMS	STORAGE/EQUIPMENT RENTAL	2,595.00
			STORAGE/EQUIPMENT RENTAL	2,595.00
				<u>5,190.00</u>
05/06/2025	199834	CSI EMERGENCY APPARATUS, LLC	PASSENGER SIDE WINDOW/REGULATOR/GLASS CH	1,390.76
			REPLACE REAR BRAKES & FAULTY MARKER LIGH	3,690.26
				<u>5,081.02</u>
05/06/2025	199835	CUMMINS SALES AND SERVICE	PM 14-B/CIVIC GENERATOR FEB 2025	1,150.73
			REPAIRS ON 1405 HOLMES ROAD GENERATOR	1,610.71
			REPAIRS 14-B/CIVIC GENERATOR MARCH 2025	1,746.87
			REPAIRS FOR 14-2	3,651.59
				<u>8,159.90</u>
05/06/2025	199836	DAMRON INVESTIGATIONS, INC	BACKGROUND INVESTIGATIONS ENTRY-LEVEL FI	4,300.00
05/06/2025	199837	DANGELO BROTHERS, INC.	EMERGENCY SEWER REPAIR	6,885.00
05/06/2025	199838	DC HYDRAULICS INC.	PARTS FOR NEW INLINE OIL FILTER	79.00
05/06/2025	199839	DETROIT LEGAL NEWS	NOXIOUS WEEDS AD - ORDINANCE	115.00
05/06/2025	199840	DIUBLE EQUIPMENT INC.	2 - ZERO TURN MOWERS	30,998.00
05/06/2025	199841	DONTONETTE PATTERSON	REIMBURSEMENT FOR UNIFORM ALLOWANCE 2025	240.00
05/06/2025	199842	DTE ENERGY	GAS & ELECTRIC INVOICES	82,475.11
05/06/2025	199843	FAST SIGNS	SPECIAL EVENT PRICING SIGNS FOR FLP	66.00
05/06/2025	199844	FIBER LINK	MISSDIG RESPONSE AND LOCATE SERVICES	332.25
05/06/2025	199845	FONSON COMPANY, INC	PARKING LOT AND WATER MAIN REPLACEMENT A	8,424.01
05/06/2025	199846	FRED ANSTEAD	REIMBURSEMENT FOR MILEAGE TO ATTEND CONF	474.60
05/06/2025	199847	FTR LTD	RECORDING ANNUAL SUBSCRIPTION	4,300.00
05/06/2025	199848	GENE BUTMAN FORD	WORKS FOR 2018 FORD EXPEDITON	121.48
			WORKS FOR 2021 EXPEDITION	83.29
				<u>204.77</u>
05/06/2025	199849	GOOSE BUSTERS OF MICHIGAN, LLC	MARCH BORDER COLLIE SERVICES	455.00
05/06/2025	199850	GRAINGER	SUPPLIES	25.43
			SAFETY PPE FOR IT AND STOCK FOR SAFETY	203.34
				<u>228.77</u>
05/06/2025	199851	GREENER GOODS	24 X 36 A FRAME WITH 2 PANELS	325.00
05/06/2025	199852	GRIFFIN PEST SOLUTIONS	LEC PEST SOLUTIONS FOR 2025	68.00
			PEST CONTROL FOR #3	31.00
			PEST CONTROL FOR #4	31.00
			PEST CONTROL FOR #1	31.00
				<u>161.00</u>

Check Date	Check	Vendor Name	Description	Amount
05/06/2025	199853	GROSS ELECTRIC	LIGHT BULB RECYCLING EMERGENCY BALLAST FOR CIVIC 1ST FLOOR WO	41.18 <u>165.00</u> 206.18
05/06/2025	199854	GUARDIAN ALARM	ALARM SERVICES FOR GREEN OAKS FROM 5/1/2	500.46
05/06/2025	199855	HALEY MECHANICAL	REFUND - PERMIT FEES #PM24-1212	37.50
05/06/2025	199856	HERMAN & ASSOCIATES	SOIL SURFACTANT FOR TEES	1,008.18
05/06/2025	199857	HOME DEPOT	DISHWASHER & DETERGENT FOR DOWNSTAIRS KI DISHWASHER & DETERGENT FOR DOWNSTAIRS KI LED LIGHT FOR THE GOLF SHOP BACK OFFICE. SHELVING BRACKETS FOR FLP HOUSE LOCK HASP - FORD HERITAGE AND LAKESIDE B TILE CUTTER FOR BLDG MAINTENANCE MISC REC CENTER REPAIR SUPPLIES AND LEVE BARREL BOLTS - FORD HERITAGE AND LAKESID GFI FOR CIVIC 1ST FLOOR KITCHEN REMODEL MISC SUPPLIES FOR CIVIC 1ST FLOOR KITCHE SAW BLADE AND SUPPLIES FOR CIVIC 1ST FLO PLUMBING SUPPLIES FOR CIVIC 1ST FLOOR KI CABINET AND SUPPLIES FOR CIVIC 1ST FLOOR HOLMES RD THERMOSTAT COVER INV#3512162 RATCHET TIE DOWN FOR MOWERS MISC BLDG OPS TOOLS AND PLUG FOR REC CEN CORD PROTECTOR FOR OCS MISC PAINT & SUPPLIES FOR CIVIC 1ST FLOO SANDING SUPPLIES FOR CIVIC 1ST FLOOR KIT ACCT. #6035 3225 0163 9862	703.12 118.94 79.97 47.94 41.28 149.00 81.36 46.48 23.88 237.43 21.27 101.45 333.20 45.96 120.78 69.49 30.00 118.66 31.36 <u>(41.28)</u> 2,360.29
05/06/2025	199858	JAMES RATLIFF	JAMES D. RATLIFF CONTRACTUAL INSPECTOR	200.00
05/06/2025	199859	JIBRIL NAEEM	MODERDAY MARTIAL ARTS PAYOUT	322.00
05/06/2025	199860	JOSEPH ELLIOTT USA LLC	GREEN OAKS LOGOED MICRO FIBER TOWELS FOR	537.89
05/06/2025	199861	JOSHUA KUGLER	REIMBURSEMENT FOR CONFERENCE EXPENSES	389.21
05/06/2025	199862	JOY ROBERTS	2024 MEDICARE REIMBURSEMENT JOEL ROBERTS	349.40
05/06/2025	199863	JTW PIPES LLC	PLUMBING FIX AND BACKFLOW TEST NORTH HYD	608.00
05/06/2025	199864	JUNGA'S ACE HARDWARE	SPRINGS FOR CIVIC ENTRY DOOR (INV # 4747	8.95
05/06/2025	199865	KALI ROCKAFELLOW	YOGA WINTER 2	73.50
05/06/2025	199866	KCI	SUMMER 2025 TAX BILLS - PRINTING AND MAI	9,810.00
05/06/2025	199867	LANGUAGE LINE SERVICES	INTERPRETER SERVICES	738.99
05/06/2025	199868	LIFE AFTER INCARCERATION	LAI TR COMMUNITY BEAUTIFICATION SERVICES	12,600.00
05/06/2025	199869	LINDE GAS & EQUIPMENT INC	OXYGEN RENTAL PROPANE FOR MAINT GARAGE/P&G	417.48 <u>27.50</u> 444.98
05/06/2025	199870	LOWE'S	LIGHT BULBS (CIVIC CENTER) (TRANS#1350666 CIVIC 1ST FLOOR KITCHEN GFI COVER AND PL MAINT SUPPLIES	104.48 43.04 <u>28.44</u> 175.96
05/06/2025	199871	LSQ FUNDING GROUP, L.C.	NEW BALANCE GOLF SHOES FOR RESALE IN THE	1,527.98
05/06/2025	199872	LUBRICATION ENGINEERS	OIL TEST FOR ROUTINE MAINT	385.67
05/06/2025	199873	MARC A. VOLGER & ASSOCIATES	HYBRID TRAINING COURSE	6,760.00
05/06/2025	199874	MARK MEDOS	REIMBURSE FOR ITEM FOR DAM	29.67
05/06/2025	199875	MCMMASTER-CARR	MAINTENANCE SUPPLIES	130.99

Check Date	Check	Vendor Name	Description	Amount
			BENCH GRINDER SAFETY SCALE	166.44
				<u>297.43</u>
05/06/2025	199876	MELODY WOODS	PAINTING CLASS INSTRUCTION	240.00
05/06/2025	199877	MENARDS, INC.	CABINET - FLP HOUSE (INV#16993) SINK+COUNTER TOP CIVIC 1ST FLOOR KITCHEN	429.99 <u>261.72</u>
				691.71
05/06/2025	199878	MESSENGER PRINTING	NHW POSTCARDS - COMM. ENGAGEMENT	3,951.11
05/06/2025	199879	MICHIGAN ASSOCIATION OF FIRE CHIEFS	REGISTRATION: MIDWEST FIRE RESCUE EXPO -	120.00
05/06/2025	199880	MICHIGAN CHAPTER - I.A.A.I.	MEMBERSHIP FEES FOR CHIEF DENSMORE	25.00
05/06/2025	199881	MICHIGAN LINEN SERVICE, INC.	MAINT. GARAGE LINEN SERVICE 3/18/25 (INV MAINT. GARAGE LINEN SERVICE 3/25/25 (INV Laundry for Civic Center 3/25/2025 (Invo LEC LAUNDRY SERVICE FOR 2025 MAINT. GARAGE LAUNDRY SERVICE FOR 2025 CIVIC CENTER LAUNDRY SERVICE FOR 2025 LINEN SERVICE FOR COMMUNITY CENTER 3/25/ LINEN SERVICE FOR STATION HQ LINEN SERVICE FOR STATION 3 LINEN SERVICE FOR STATION 4 LINEN SERVICE FOR STATION HQ LINEN SERVICE FOR STATION 3 LINEN SERVICE FOR STATION 4 COMMUNITY CENTER LAUNDRY SERVICE FOR 202 COMMUNITY CENTER LAUNDRY SERVICE FOR 202 CIVIC CENTER LAUNDRY SERVICE FOR 2025 MAINT. GARAGE LAUNDRY SERVICE FOR 2025 LINEN SERVICE FOR STATION HQ LINEN SERVICE FOR STATION 3 LINEN SERVICE FOR STATION 4 MAINT. GARAGE LAUNDRY SERVICE FOR 2025 COMMUNITY CENTER LAUNDRY SERVICE FOR 202 LEC LAUNDRY SERVICE FOR 2025 CIVIC CENTER LAUNDRY SERVICE FOR 2025 LAUNDREY SERVICES FOR 2025 SEASON LAUNDREY SERVICES FOR 2025 SEASON LINEN SERVICE FOR STATION HQ LINEN SERVICE FOR STATION 3 LINEN SERVICE FOR STATION 4	24.00 24.00 101.10 60.25 24.00 101.10 49.50 190.40 86.26 85.03 190.40 86.26 85.03 49.50 49.50 101.10 24.00 190.40 86.26 85.03 24.00 49.50 60.25 101.10 24.00 24.00 190.40 86.26 85.03
				<u>2,337.66</u>
05/06/2025	199882	MICHIGAN RECREATION & PARK ASSOC.	WORKSHOP FOR MASON KAISER	375.00
05/06/2025	199883	MLIVE MEDIA GROUP	JOB POSTINGS -SEASONAL, FIREFIGHTER ORDI	2,905.00
05/06/2025	199884	MUNIVATE LLC	BS&S ONLINE PERMIT CONFIGURATION & TRAIN	10,887.63
05/06/2025	199885	NEXTCARE URGENT CARE MICHIGAN	DRUG SCREENS, (POST ACCIDENT, PRE-EMPLOY	1,722.00
05/06/2025	199886	NTG ENTERPRISES INC.	CUSTOM PANEL FOR MATERIAL SEPARATOR	3,280.00
05/06/2025	199887	OAKLAND COUNTY	CLEMIS ANNUAL CONTRACT	2,160.00
05/06/2025	199888	OFFICE EXPRESS	BUSINESS CARDS - CLERK'S DEPARTMENT BUSINESS CARDS - SUPERVISOR AND ASSESSIN	120.00 <u>78.00</u>
				198.00
05/06/2025	199889	OKINAWAN KARATE CLUB	WINTER SESSION 2 PAYOUT	77.00
05/06/2025	199890	ONSITE SUBSTANCE ABUSE TESTING	RECOVERY COURT DRUG TESTING	231.00
05/06/2025	199891	OOMA, INC.	OOMA SERVICES	248.44

Check Date	Check	Vendor Name	Description	Amount
05/06/2025	199892	ORCHARD, HILTZ & MCCLIMENT INC	CONSTRUCTION ADMINISTRATION FOR ARPA CIV FIRE STATION PIPE INVESTIGATION	3,549.75 430.00 <u>3,979.75</u>
05/06/2025	199893	ORKIN LLC	ESTIMATED MARCH ORKIN BILLS	298.50
05/06/2025	199894	PAIGE ROWLAND	DANCE INSTRUCTOR	96.00
05/06/2025	199895	PARKWAY SERVICES, INC.	PORT A JOHN SERVICE - HYDRO PORTABLE TOILET RENTAL - FORD HERITAGE P PORTABLE TOILET RENTAL - FORD LAKE PARK PORTABLE TOILET RENTAL FOR GREEN OAKS FR	130.00 360.00 180.00 260.00 <u>930.00</u>
05/06/2025	199896	PEPSI BEVERAGES COMPANY	RESTOCK INVENTORY AT COMMUNITY CENTER BEVERAGE FOR RESALE IN THE GOLF SHOP.	442.97 535.90 <u>978.87</u>
05/06/2025	199897	PRIORITY ONE EMERGENCY	REMOVE AND REPLACE EXSISTING LIGHTS 2016	1,513.93
05/06/2025	199898	RCX SPORTS LLC	SPRING SOCCER JERSEY KITS SPRING SOCCER JERSEY KITS	10,467.16 2,835.72 <u>13,302.88</u>
05/06/2025	199899	RENEWAL BY ANDERSON OF MICHIGAN	REFUND - PERMIT #PB25-0261	120.00
05/06/2025	199900	RHETT REYES	RECOVERY COURT PAYROLL	1,128.75
05/06/2025	199901	ROBERT ACTON	ROBERT ACTON CONTRACTUAL INSPECTIONS 03.	500.00
05/06/2025	199902	ROBERT ARRICK	2024 MEDICARE REIMBURSEMENT ROBERT AND D	8,150.40
05/06/2025	199903	SAM'S CLUB DIRECT	OPERATING SUPPLIES AND FOOD AND BEVERAGE WATER- SAFETY STORE SUPPLIES FOR ALL STATIONS	333.02 31.84 273.33 <u>638.19</u>
05/06/2025	199904	SAND SALES COMPANY LLC	SPRING GREENS TDS AERATION	2,460.02
05/06/2025	199905	SHI INTERNATIONAL CORP	EASY365MANAGER 1 YEAR LICENSE ADMINDROID OFFICE 365 REPORTER	985.51 1,121.30 <u>2,106.81</u>
05/06/2025	199906	SHRADER TIRE & OIL	TIRES FOR MOWER #312 REPLACE TIRES FOR VEHICLE #98 REPLACE TIRES FOR VEHICLE #80	391.95 1,199.07 1,199.23 <u>2,790.25</u>
05/06/2025	199907	SITEONE LANDSCAPE SUPPLY, LLC	SPRING FARIWAYS/TEE PRE-EMERGENT 17-0-4,	2,123.14
05/06/2025	199908	SONYA FISCHER	YOGA CLASS INSTRUCTION	110.25
05/06/2025	199909	SOUTHERN COMPUTER WAREHOUSE	EATON 5PX 48V EXT BAT PK RACK EATON 5PX 48V EXT BAT PK RACK EATON 5PX 48V EXT BAT PK RACK	336.04 582.40 876.39 <u>1,794.83</u>
05/06/2025	199910	STANDARD PRINTING	DOOR HANGERS - OCS ENVELOPES - TREASURER'S OFFICE	111.00 330.00 <u>441.00</u>

Check Date	Check	Vendor Name	Description	Amount
05/06/2025	199911	STEPHEN BROWN	STEVE BROWN CONTRACTUAL INSP 03.31.2025	2,050.00
05/06/2025	199912	STERICYCLE INC	STERI-SAFE BUDGET SUBSCRIPTION	269.10
05/06/2025	199913	SUNGLO RESTORATION	REFUND - PERMIT FEES #PB25-0235	405.00
05/06/2025	199914	TARGET SPECIALTY PRODUCTS	COURSE SUPPLIES - BAG DROP AND BENCH	1,259.20
05/06/2025	199915	TEAM GOLF	POKER CHIPS, DIVOT TOOLS, AND BALL MARKE	145.13
05/06/2025	199916	TRAVIS ERBY	PORTRAIT DRAWING CLASS INSTRUCTION	336.00
05/06/2025	199917	ULLIANCE	2Q 2025 EAP CHARGES	1,228.50
05/06/2025	199918	USA SOFTBALL OF MICHIGAN	GAME BALLS FOR SPRING SEASON AND USA SOF	1,571.77
			GAME BALLS FOR SPRING SEASON AND USA SOF	495.00
				<u>2,066.77</u>
05/06/2025	199919	VALEDA LEE	REFUND FOR 50 & BEYOND TRIP	110.00
05/06/2025	199920	VERMEER OF MICHIGAN, INC.	PARTS FOR GRINDER AND WINDROW TURNER	3,101.03
05/06/2025	199921	W.J. O'NEIL COMPANY	LEC - TROUBLESHOOT CONTROLLER VALVE	1,436.98
			CIVIC CENTER - AHU 4 BEARING REPLACEMENT	1,886.00
			LEC - SMALL CONTROLLER LEAK (INV #62491)	354.00
				<u>3,676.98</u>
05/06/2025	199922	WASHTENAW COUNTY TREASURER#	POLICE SERVICE UNITS FOR 2025	552,151.55
05/06/2025	199923	WASTE MANAGEMENT	ACCT. #16-27603-32004	492.85
			ACCT. #6-98156-42005	88.49
			ACCT. #6-98680-82001	782.55
			ACCT. #6-98933-92004	2,411.31
				<u>3,775.20</u>
05/06/2025	199924	WASTE MANAGEMENT	ACCT. #6-96630-02003	255,550.34
05/06/2025	199925	WEINGARTZ	PARTS FOR VENTRAC MOWER	149.92
05/06/2025	199926	WEST BEND INSURANCE COMPANY	NOTARY BOND FOR COREY RIPPEY	55.00
			NOTARY BOND FOR LINDSEY MEJIA	55.00
			NOTARY BOND FOR MARLO BEARMAN	55.00
			NOTARY BOND FOR KRISTINE SHEPHERD	55.00
			NOTARY BOND FOR BELINDA KINGSLEY	55.00
			NOTARY BOND FOR LISA SMEREK	55.00
			NOTARY BOND FOR ANGIE ROGERS	55.00
			NOTARY BOND FOR DEBRA SWANSON	55.00
				<u>440.00</u>
05/06/2025	199927	WITMER PUBLIC SAFELY GROUP, INC	NEW SHIELDS FOR FF'S	187.04
05/06/2025	199928	YPSILANTI ACE HARDWARE	DOORBELL REPLACEMENT	22.99
			DUCT TAPE FOR THE PICKLEBALL NETS	13.18
			GLOVES/YARD BAGS	21.97
			FASTENERS FOR FLP BOAT DOCK	58.63
			FASTENERS AND GLUE FOR FLP BOAT DOCK	21.04
				<u>137.81</u>
05/06/2025	199929	ZERO FRICTION	ZERO FRICTION GLOVES AND TEES FOR RESALE	471.15

AP TOTALS:

Total of 131 Checks:	1,213,721.88
Less 0 Void Checks:	0.00
Total of 131 Disbursements:	<u>1,213,721.88</u>

Hand Checks

Check Date	Check	Vendor Name	Description	Amount
Bank AP AP				
04/08/2025	199778	COMCAST BUSINESS	COMCAST METRO-E SERVICE	3,657.86
04/08/2025	199779	DTE ENERGY	GAS & ELECTRIC INVOICES	438.50
04/08/2025	199780	DTE ENERGY	GAS & ELECTRIC INVOICES	160.72
04/08/2025	199781	DTE ENERGY COMPANY -	COMMERCIAL UNDERGROUND SERVICE - FORD HE	2,750.00
04/08/2025	199782	COMCAST	ACCT. #8529-10-234-0279396	179.79
04/11/2025	199783	COMCAST CABLE	ACCT. #8529 01 001 0000523 (CAMERAS)	11,222.53
04/11/2025	199784	LOWE'S	INVOICE 995911 OHNVST	7.99
			INVOICE 995428 - OHNVRX	20.37
				<u>28.36</u>
04/11/2025	199785	SAM'S CLUB DIRECT	MEMBERSHIP DUES - TOWNSHIP	180.19
04/11/2025	199786	WASHTENAW COUNTY HEALTH DEPT.	ANNUAL FOOD LICENSE FEE FOR GREEN OAKS.	500.00
04/17/2025	199787	COMCAST	ACCT. #8529 10 234 0586337	112.66
04/17/2025	199788	DTE ENERGY	GAS & ELECTRIC INVOICES	439.83
			GAS & ELECTRIC INVOICES	1,897.20
			GAS & ELECTRIC INVOICES	468.15
			GAS & ELECTRIC INVOICES	1,507.29
			GAS & ELECTRIC INVOICES	3,245.95
				<u>7,558.42</u>
04/17/2025	199789	MICHIGAN MUNICIPAL LEAGUE	WORKERS' COMPENSATION PAYROLL AUDIT	3,826.00
04/17/2025	199790	VERIZON WIRELESS	ACCT. #342201808-0001	423.66
			ACCT. #742203150-00001	356.92
			ACCT. #542198411-00001	2,858.38
				<u>3,638.96</u>
04/17/2025	199791	WASTE MANAGEMENT	ACCT. #20-37335-53005	79.70
			ACCT. #14-44697-63004	185.29
				<u>264.99</u>
04/17/2025	199792	YPSILANTI COMMUNITY	ACCT. #4-070-428255-01	142.88
			ACCT. #4-085-803600-02	155.06
			ACCT. #4-037-360100-01	147.75
			ACCT. #4-087-560200-01	32.20
			ACCT. #4-087-560150-01	159.93
			ACCT. #4-087-560100-01	201.93
			ACCT. #4-085-803450-01	147.02
			ACCT. #4-085-789900-01	120.08
			ACCT. #4-083-487600-01	146.18
			ACCT. #4-074-535400-01	98.11
			ACCT. #4-037-360200-01	223.98
			WATER REBATE MARCH - YCUA	1,400.00
			LIFT - STATION MAINT. FORD BLVD - FEB202	44.55
			LIFT STATION MAINT. TUTTLE HILL FEB2025	90.68
				<u>3,110.35</u>
04/17/2025	199793	YPSILANTI TOWNSHIP PETTY CASH	REIMBURSE PETTY CASH	277.79
04/24/2025	199794	COMCAST	ACCT. #8529 10 234 0279396	189.42
			ACCT. #8529 10 234 0186229	215.50
				<u>404.92</u>

Check Date	Check	Vendor Name	Description	Amount
04/24/2025	199795	DTE ENERGY	GAS & ELECTRIC INVOICES	3,172.30
			GAS & ELECTRIC INVOICES	17.65
			GAS & ELECTRIC INVOICES	17.65
				<u>3,207.60</u>
04/24/2025	199796	MICHIGAN FIRE INSPECTORS SOCIETY	SOCIETY MEMBER - FULL CONFERENCE	425.00
04/24/2025	199797	WASTE MANAGEMENT	ACCT. #6-99239-92003	423.47
			ACCT. #6-99239-92003	376.55
				<u>800.02</u>
04/24/2025	199798	YPSILANTI COMMUNITY	LIFT - STATION MAINT. FORD BLVD - MAR202	134.44
			LIFT STATION MAINT. TUTTLE HILL MAR2025	181.37
			FUEL CHARGES FOR THE 2025 SEASON	1,141.43
				<u>1,457.24</u>
AP TOTALS:				
Total of 21 Checks:				44,201.90
Less 0 Void Checks:				0.00
Total of 21 Disbursements:				<u>44,201.90</u>

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS



MEMORANDUM

To: Charter Township of Ypsilanti Board

From: Karen Wallin, Human Resource Manager
Erica Holmes, Human Resource Specialist
Travis McDugald, I.T. Manager

Date: April 21, 2025

Subject: Request to Approve UKG Contract for new time clocks and software due to end of life for both with funding coming from the I.T. budget.

In January of this year, the Human Resource Department was notified that our current time clocks would be reaching end of life status as of 6/30/2025. HR began working with the I.T. Department to determine what next steps should be taken. I.T. reviewed some options and found that the probability of being able to find a new provider, within the necessary timeframe, that would meet our needs, was unlikely.

Also, during conversations with UKG while trying to determine what the next steps would be, we were informed that not only are the clocks reaching end of life, but our current time and attendance software will also be reaching end of life within the next year.

The Human Resource Department and the I.T. Department are recommending going vendor direct and replace the old clocks with the newer version clocks and move to the new time and attendance software, UKG Ready Launch. Replacing the time clocks would be a one-time expense of \$14,840 for 10 clocks; and the new software, UKG Ready Launch, would be an additional one-time expense of \$4,000.

The new contract/agreement would have an annual cost of around \$6,600 which includes a monthly charge for the clocks, and the annual support fees for the software. Our current annual cost for the clocks and support fee is around \$8,000.

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



**YPSILANTI
TOWNSHIP**
— HUMAN RESOURCE DEPARTMENT —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

Funding for this project is outlined below.

UKG INTOUCH DX G2, HID PROX	\$14,840	101.228.977.000
Depot Exchange Support Service	\$3,000	101.228.934.000
UKG READY LAUNCH FIXED FEE	\$4,000	101.228.801.000
SaaS Service Fees	\$3,600	101.228.857.100

The contract has been forwarded to Attorney Winters for review.

Your consideration in the matter is appreciated as the June 30th deadline is approaching fast. Should you have any additional questions, please contact the HR Department.



ORDER FORM

Quote#: Q-327558
Expires: 14 May, 2025
Sales Executive: Courtnee Cotton
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 08 Apr, 2025

Customer Legal Name:
CHARTER TOWNSHIP OF YPSILANTI

Ship To: CHARTER TOWNSHIP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI, MI 48197-7007 USA

Customer Legal Address:
7200 S HURON RIVER DR, YPSILANTI, MI 48197-7007 USA

Bill To: CHARTER TOWNSHIP OF YPSILANTI
7200 S HURON RIVER DR
YPSILANTI, MI 48197-7007 USA

Bill To Contact:

Ship To Contact: Erica Holmes

Ship to Phone: 734-544-3745
Ship to Mobile:
Contact: Erica Holmes
Email: eholmes@ypsitownship.org

Currency: USD
Customer PO Number:
Solution ID: 6214154
Initial Term: 60 months
Uplift Percent: 8 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form

Subscription Services
Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price	Annual Price
UKG READY ACCRUALS MANAGER	100	USD 0.40	USD 40.00	USD 480.00
UKG READY ATTESTATION	100	USD 0.20	USD 20.00	USD 240.00
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00	USD 0.00
UKG READY TIME	100	USD 2.40	USD 240.00	USD 2,880.00
Total Price			USD 300.00	USD 3,600.00

Equipment Purchase
Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
UKG INTOUCH DX G2,HID PROX	10	USD 1,484.00	USD 14,840.00
Total Price			USD 14,840.00

Hardware Support
Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Exchange Support Service	12	USD 3,000.00
Total Price		USD 3,000.00

Accessories
Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH DX/DX G2	10	USD 0.00	USD 0.00
Total Price			USD 0.00

Professional Services - Fixed Fee
Billing Frequency: Billed 100% upon signature of the order form

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG READY LAUNCH FIXED FEE	Grouped	1	USD 4,000.00	USD 4,000.00
Total Price				USD 4,000.00

Quote Summary



Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 300.00
Minimum Annual SaaS Service & Equipment Rental Fee	USD 3,600.00
Total Equipment Purchase and Accessories Fee	USD 14,840.00
Total Support Fee	USD 3,000.00
Total Fixed Fees	USD 4,000.00

Total one-time cost of \$25,440.00; Yearly cost after that would be \$6,600

Order Notes:

The parties agree that Customer is migrating from their existing Ascentis Software as a Service applications (the "Existing Applications") to the UKG Ready Software as a Service offering ("Ready SaaS"). Customer's Software Support for the Existing Applications shall continue, for up to two payroll cycles within 60 days after migration to Pro Ready SaaS and shall terminate thereafter.

UKG Ready Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused Monthly Service Fees for Existing Applications being migrated. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer understands that they remain responsible for payment of Monthly Service Fees on the Existing Applications until the UKG Ready Billing Start Date.

Before including any health related questions in UKG Ready Attestation please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

- Year 1 Subscription Service Fees at Minimum Quantity = \$3,600
- Year 2 Subscription Service Fees at Minimum Quantity = \$3,600
- Year 3 Subscription Service Fees at Minimum Quantity = \$3,600
- Year 4 Subscription Service Fees at Minimum Quantity = \$3,600
- Year 5 Subscription Service Fees at Minimum Quantity = \$3,600

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

GENERAL TERMS:

This Order is subject to and governed by the terms and conditions of UKG's Master Services Agreement ("Agreement") located at: www.ukg.com/us-msa-ps

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work ("SOW") located at the following link, except if an SOW is attached to this Order, then the attached SOW shall control over the link SOW: www.ukg.com/services-descriptions

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Addendum located at:



<https://www.ukg.com/us-dpa>

The applicable Subscription Fees are due monthly in arrears based on the actual number of employees subject to the Minimum Quantity as set forth in this order and invoiced following the end of each month commencing on the Billing Start Date. Customer agrees that UKG shall direct debit its designated bank account for the applicable invoice amount in the month the invoice is due.

Customer shall provide UKG with banking information and all other required information needed to facilitate the invoicing process within five (5) days from the Effective Date of this Order. In the event that UKG does not receive the banking information and all other required information from Customer within such time frame, then Customer agrees that the Billing Frequency may be modified so that Customer shall be invoiced quarterly in advance, as follows: The Subscription Fees for the applicable Monthly Minimum Quantities are due quarterly and invoiced (30) days in advance of the quarter; to reconcile the actual employee counts, promptly following the end of each month starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month that exceeded the Monthly Minimum Quantity. In addition, all other billings such as Professional Service fees (including the UKG Launch Fixed Fee) or Print Services will also be subject to direct debit.

The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Monthly Minimum Quantity above.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CHARTER TOWNSHIP OF YPSILANTI		Kronos SaaS, Inc.	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's Invoice.



Master Terms and Conditions – US Public Sector

These Public Sector Master Terms and Conditions (this "Agreement") apply to UKG Software as a Services offerings, Equipment and other related Services that are ordered under this Agreement with the Customer. If Customer is not the United States Federal Government ("Federal") or a Federal Agency, as well as state, local, or public education entities created by the Applicable Laws (including constitution or statute) of the applicable state ("SLED"), the UKG Master Services Agreement, which is generally available at <https://www.ukg.com/msa> (or other such titled written or electronic agreement addressing the same subject matter) shall apply. The Agreement posted on the date Customer signs the applicable Order or Statement of Work will apply for the duration of the Order or Statement of Work; however, UKG reserves the right to change the Master Services Agreement posted on this URL from time to time, but such change will not affect then existing Orders or Statements of Work. Archived Master Services Agreements can available upon request.

1. Services

- 1.1 **Subscription Services.** The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees subject to and conditioned on payment by Contractor of all fees and Customer's compliance with this Agreement, the Services Description, the Documentation, and the Order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by UKG regarding future functionality or features.
- 1.2 **Support Services.** UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located in the applicable Services Description and also available at <https://www.ukg.com/saas-support-policies-and-services>. UKG will also provide scheduled and periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.
- 1.3 **Professional Services.** UKG will provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties may need to execute additional Orders or Statements of Work.
- 1.4 **Training Services.** In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training Services outside the scope of this section shall be provided by UKG as described in the Order and Statement of Work.

2. Acknowledgements

- 2.1 **Reservation of Rights.** The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no "work for hire" created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.
- 2.2 **Use Restrictions.** Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties; (c) create Internet "links" to the Subscription Services or "frame" or "mirror" the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.



- 2.3 Customer Feedback.** Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services ("Feedback"), but if it does, Customer grants to UKG and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.
- 2.4 Consent to Subcontract.** Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG's behalf. UKG may also fulfill its obligations related to certain Services through its affiliates. UKG shall be responsible for the actions of its subcontractors and Affiliates.
- 2.5 Compliance with Laws.** UKG shall comply with Applicable Laws in performing its obligations hereunder. Customer shall comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether UKG provides assistance with Customer compliance matters. Customer acknowledges that the specific record retention requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not UKG.
- 2.6 Upgrades and Modifications.**
- 2.6.1 Upgrades.** The Subscription Services may be upgraded or changed at any time as required by normal business conditions, provided that such changes will not materially diminish the functionality of the Subscription Services. Any changes to the Subscription Services will be applicable to all UKG customers of the Subscription Services and material changes will be deployed with reasonable advance notice.
- 2.6.2 Modifications.** UKG may unilaterally revise its Master Services Agreement ("MSA") terms if they are not material. For revisions that will materially change the terms of the Agreement, the revised MSA terms must be incorporated into the Agreement which will be published. Any MSA terms or conditions unilaterally revised that are inconsistent with any material term or provision of this Agreement shall not be enforceable against the Customer, and the Customer shall not be deemed to have consented to them.
- 2.7 Acceptable Use.** Customer will use the Subscription Services in full compliance with the Acceptable Use Policy attached as Exhibit 1 and which could be found in <http://www.ukg.com/acceptable-use-policy> ("**Acceptable Use Policy**"), which requires Customer not to (a) use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive, (b) use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, (c) interfere with or fail to cooperate with any UKG investigation of a security incident involving any UKG system, infrastructure or customer data, (d) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them, and (e) use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mails or other messages.
- 2.8 Access Credentials.** Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer allows use of the Subscription Services by any of its departments or public agencies which Customer controls without requiring such department or public agency to execute a separate Order with UKG to establish its own tenant environment, then Customer will be fully responsible and liable for all use and misuse of the Subscription Services by such Affiliate, and will fully cooperate with UKG in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches this Agreement. Customer may also allow use of the Subscription Services by its legally bound contractors, provided such use is solely on Customer's behalf, is strictly in compliance with the terms and conditions of this Agreement, Customer at all times remains in control of and retains management over the Subscription Services, and Customer is liable for all breaches of this Agreement by such contractor. Customer authorizes UKG to provide such Customer contractors access to the Subscription Services.
- 2.9 Connectivity.** Customer is responsible for securing, paying for, and maintaining connectivity to the Subscription Services from Customer's location(s) via the Internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that UKG will have no liability for such connectivity and Customer will not be excused from any of its obligations under the Agreement due to the quality, speed, or interruption of the communication lines from the Customer's location(s) to the Internet.
- 3. Fees and Taxes**
UKG understands that Customer may be subject to Applicable Laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.
- 3.1 Fees.** Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the



billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term and all Renewal Terms, each as defined on the Order. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term. UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order and this Agreement (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b) minimum quantities purchased cannot be decreased during the relevant the then current Initial Term or Renewal Term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.

- 3.2 Taxes.** *This section applies only if Customer has not provided with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.* The fees exclude, and Customer will be responsible for, all applicable sales, use, excise, withholding, VAT, and any other similar taxes, duties and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on UKG's income) ("Taxes").
- 3.3 Late Payment.** Any invoices not reasonably disputed in writing within thirty (30) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. Customer will reimburse UKG for any additional reasonable cost incurred by UKG in connection with collecting any amounts payable under this Agreement. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then UKG reserves the right to suspend the Services provided under the applicable Order, but only until such payment is made to UKG and provided that UKG gives Customer at least ten (10) business days prior written notice of the overdue amount before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will restore the Services.

4. Data, Security and Privacy

- 4.1 Ownership of Customer Data.** Customer shall retain ownership of all rights, title, and interests in and to Customer Data. No ownership rights in Customer Data will transfer to UKG. UKG will maintain backup copies of Customer Data as required to maintain and provide the Services, but Customer is responsible for maintaining backup copies of all data and information that Customer inputs into the Services or otherwise provides to UKG.
- 4.2 Use of Customer Data.** Consistent with common Software as a Service (SaaS) industry practices and in accordance with Applicable Laws, UKG collects Customer Data to keep Services regularly up to date with appropriate market standards and security. All Customer Data collected is used solely for the purpose of providing and improving the Services and enhancing the customer experience with new functionalities.
- 4.3 Collection of Personal Information.** Services may employ applications and tools that collect and process Personal Information that may be required by UKG to provide the requested Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Information, Customer may need to uninstall or discontinue using certain Services.
- 4.4 Data Privacy and Security.** Each Party agree to comply with Applicable Laws in its processing of Personal Information. UKG and its subprocessors will process Personal Information in accordance with UKG's DPA. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's DPA.

5. Confidentiality

- 5.1 Definition.** "Confidential Information" is any non-public information relating to a Party that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.
- 5.2 Exceptions.** Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.
- 5.3 Nondisclosure.** Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.
- 5.4 Protection.** Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as

stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

- 5.5 **Use.** Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.
- 5.6 **Disclosure Exceptions.** Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).
- 5.7 **FOIA/Public Disclosure Laws.** Notwithstanding any confidentiality obligations in the Agreement, UKG acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other open-records or public disclosure Applicable Laws. Customer may disclose such information to third parties upon written request to the extent compelled by such Applicable Laws; provided that, prior to any such disclosure, Customer provides prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at UKG's cost, if UKG wishes to limit or contest the scope of the disclosure in whole or in part.

6. Warranty

- 6.1 **Mutual Warranties.** Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.
- 6.2 **Subscription Services Warranty.** UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, at UKG's cost, UKG will make commercially reasonable efforts to remedy such breach, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any non-conformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services.
- 6.3 **Professional, Support, and Training Services Warranty.** UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services.
- 6.4 **Disclaimer.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND ANY PRODUCTS PROVIDED BY UKG. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED; HOWEVER, ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE).
- 6.5 **Customer Warranty.** Customer warrants that it has all rights and required consents to provide Customer Data to UKG.

7. Term and Termination

- 7.1 **Term of the Agreement.** The term of this Agreement commences on the Effective Date and continues until the stated

term in each applicable Order or as otherwise terminated as permitted in this Agreement. At the expiration of the Initial Term, and at the expiration of each Renewal Term, each as indicated on the Order, the Services will automatically renew for the duration indicated on the Order as the Renewal Term.

7.2 Types of Termination

7.2.1 Non-renewal. Either Party may terminate any Service identified in an Order upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Initial Term or a Renewal Term.

7.2.2 For Cause. Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach, provided that UKG may immediately terminate or suspend Customer's access to the Services without notice if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy to prevent further harm. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.

7.2.3 For Non-Appropriation of Funds. If Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement, then, to the extent required by law, the following will apply: Customer may terminate the Service in the event of a reduction in appropriations to any fund(s) from which UKG is to be paid for Services ordered under this Agreement but not yet delivered. Customer will provide a ninety (90) day prior written notice in the event of such termination to UKG and Customer agrees to pay for the products delivered and the services performed by UKG prior to the effective date of such notice. In the event of such termination, Customer shall not be entitled to a refund of pre-paid Services, such as the support fees. Customer acknowledges that by executing an Order Form for the Services, Customer has received fiscal appropriations for the amounts due during the Initial or Renewal Term (as applicable) as indicated on such Order.

7.3 Effects of Termination. The following terms apply if an Order is terminated for any reason:

7.3.1 Fees. All fees will be paid by Customer for amounts owed through the effective date of termination, and, if the Order is terminated for UKG's breach of the Agreement, any fees prepaid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.

7.3.2 Cessation of Services. UKG will cease to provide the Services to Customer and Customer's right to use and access the Subscription Services will end as of the effective date of termination. If Customer requires access to the Subscription Services after the effective date of termination or transition assistance, such access and assistance will be subject to mutual agreement and additional fees, under a separate Order or SOW, and will be subject to the terms and conditions of this Agreement.

7.3.3 Deletion of Customer Data. UKG will delete Customer Data after Customer's rights to access the Subscription Services and retrieve Customer Data have ended, unless otherwise provided under this Agreement, a Services Description, Order, SOW, or another document. UKG will delete Customer Data in a series of steps and in accordance with UKG's standard business practices for destruction of Customer Data and system backups. UKG has no obligation to retain Customer Data and Customer Data may be permanently deleted as part of UKG's data management program(s) or practice(s), and in accordance with Applicable Laws.

7.3.4 Confidential Information. UKG and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.

8. Indemnification

8.1 Claims Against Customer. UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("Customer Indemnified Parties"), from and against any and all third party Claims to the extent the Services or Documentation infringe or misappropriate any registered copyright or patent. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim.



- 8.2 Mitigation.** In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the applicable Subscription Services and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.
- 8.3 Exceptions.** UKG will have no liability to Indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) use other than as expressly permitted by this Agreement or by UKG in writing; or (b) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.
- 8.4 Qualifications.** Customer will provide written notice to UKG promptly after receiving notice of a third party Claim. If defense of such third party Claim is materially prejudiced by a delay in providing notice, UKG will be relieved from providing such indemnity to the extent of the delay's impact on the defense. UKG will have sole control of the defense of any indemnified third party Claim and all negotiations for its settlement or compromise, provided that UKG will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer. Customer will cooperate fully (at UKG's request and expense) with UKG in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to UKG's rights above.
- 8.5 Government Control of Defense.** If Customer is a US Federal, State, or Local governmental entity, then, to the extent required by law, the following will apply: Any provision of the Agreement requiring UKG to defend or indemnify Customer is hereby amended, solely to the extent required by Applicable Laws, to provide that the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer) has the right to represent the respective Federal or SLED entity in litigation and other formal proceedings at its own cost. Subject to approval of the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer), if applicable, Customer shall tender defense of action to UKG upon request by UKG.
- 8.6** This "Indemnification" section states UKG's sole liability and Customer's exclusive remedy for all third party Claims and damages.
- 9. Limitations of Liability**
- 9.1 Monetary Cap.** DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE PROVIDED TO CUSTOMER SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).
- 9.2 Exclusion of Damages.** UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.
- 9.3 Applicability of Limitations.** THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

- 10.1 Jurisdiction & Dispute Resolution.** This Agreement is governed by and is to be interpreted solely in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts in Boston, Massachusetts in any dispute arising out of or relating to this Agreement. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.
- 10.2 Federal Government Use Provision.** If the ultimate end user is a U.S. federal government entity, then it acknowledges that the Subscription Services, Equipment and Documentation consist of "commercial services" and "commercial products," as defined in FAR 2.101, consisting of "commercial computer software," "commercial computer software documentation" and "technical data" as these terms are used in FAR 12.211-12.212 and in DFARS 227.7202, as applicable. All such government end users will comply with this Agreement while using Subscription Services, Equipment and Documentation. The rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Subscription Services, Equipment and Documentation shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If such Customer needs any additional rights, it must negotiate a mutually agreed addendum to these Agreement specifically granting those rights.
- 10.3 Export.** Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied-party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.
- 10.4 UKG's Employer Obligations.** UKG is responsible for compliance with all requirements and obligations relating to its employees under all Applicable Laws including, but not limited to, employer's obligations under laws relating to: payroll, income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.
- 10.5 Human Trafficking and Modern Slavery.** UKG shall comply with all Applicable Laws regarding slavery and human trafficking of the state, province, and country/countries in which they are performing the Services and doing business, including, but not limited to, the California Transparency in Supply Chains Act and the United Kingdom Modern Slavery Act.
- 10.6 E-Verify.** To the extent required by Applicable Laws, UKG agrees to utilize the U.S. Department of Homeland Security's E-Verify system, to verify the employment eligibility of all persons assigned by UKG to perform work in the United States pursuant to this Agreement.
- 10.7 Severability and Waiver.** The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.
- 10.8 Surviving Provisions.** Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.
- 10.9 Assignment.** This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, the Orders, and Statements of Work. In the event of such an assignment, the non-assigning party shall be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. In no event shall Customer have the right to assign the Agreement to a direct competitor of UKG. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.

- 10.10 Force Majeure.** If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, measures of any governmental authority in response to pandemics, epidemics or other viral or bacterial outbreaks, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, failure of payment transfer mechanisms (but not lack of funds to make payments), power or system failure, or a delay in transportation (collectively "Force Majeure"), each Party will be excused from performance of its obligations under this Agreement, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.
- 10.11 Publicity.** UKG will not publicize matters relating to Customer's use of the Services without Customer's prior consent. Despite the foregoing, UKG may identify the Customer as a UKG customer and use Customer's name, trademark, and logo, in any and all media, including without limitation, UKG's advertising literature, marketing materials, websites, and lists of UKG's customers; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from UKG. For the avoidance of doubt, this section does not prohibit UKG from referencing Customer's name in a verbal format.
- 10.12 Notice.** When either Party needs to provide notification or consent under this Agreement, those notices and consents must be in writing and considered delivered upon actual receipt. All notices to UKG must be sent to the following: UKGLegal@ukg.com with a copy to EVP Chief Legal Officer, UKG Inc., 900 Chelmsford Street, Lowell, MA 01851. All notices to Customer will be sent to the contact listed on the applicable Order. Notices sent elsewhere will not be considered effective under this Agreement. Any cure period required under this Agreement will begin on the date the notice is received.
- 10.13 eSignature.** Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.
- 10.14 No Third Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.
- 10.15 Titles and Headings.** Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 10.16 Relationship of the Parties.** The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.
- 10.17 Entire Agreement.** This Agreement (and any information in referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with any corresponding Order, SOW, and Services Description constitute the entire agreement between the Parties pertaining to each Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. Customer acknowledges that it has not relied upon any such representations, negotiations, and communications, and waives any rights or claims arising from such representations, negotiations, and communications, including any claims for fraud or misrepresentation. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained in an Order, SOW, or Services Description, the following order of precedence shall apply: (1) the Order, (2) this Agreement, (3) Services Description, and (4) the SOW.

11. Definitions

- 11.1 "Affiliates"** means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.
- 11.2 "Applicable Law(s)"** means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party's respective business.
- 11.3 "Claim(s)"** means any and all notices, charges, claims, proceedings, actions, causes of action and suits.



- 11.4 **"Customer Data"** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Information.
- 11.5 **"Documentation"** means the written specifications for the Subscription Services or other published online by UKG on its community pages accessible at <https://www.ukg.com/support> and <https://library.ukg.com/>, such as user manuals and administrator guides, as well as the Services Descriptions.
- 11.6 **"DPA"** means UKG's U.S. Data Processing Agreement located at <https://www.ukg.com/us-dpa>.
- 11.6 **"Order"** means an order form, agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.
- 11.7 **"Party"** or **"Parties"** means UKG or Customer, or both, as the context dictates.
- 11.8 **"Personal Information"** means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including "personal information" as defined under the California Consumer Privacy Act ("CCPA") and any similar terms, such as "personally identifiable information"
- 11.9 **"Professional Services"** means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.
- 11.10 **"Services"** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.
- 11.11 **"Services Description"** means the supplemental terms applicable to a Subscription Service or other offerings located at <http://www.ukg.com/services-descriptions>.
- 11.12 **"Statement of Work"** or **"SOW"** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.
- 11.13 **"Subscription Services"** means those UKG software-as-a-service ("**SaaS**") applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.
- 11.15 **"Support Services"** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.
- 11.16 **"Training Services"** means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.
- 11.17 **"UKG"** means UKG Kronos Systems, LLC., a Massachusetts limited liability company with its principal place of business at 900 Chelmsford Street, Lowell, MA 01851.



Exhibit 1

Acceptable Use Policy

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Services. In accordance with the Agreement, Customer agrees to use the Services in accordance with the latest version of this Policy.

1. Prohibited Use.

Customer agrees that it shall not use the Services, nor authorize, encourage, promote, facilitate or instruct others including its authorized users or Affiliates to use the Services as set forth below:

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
(a) No Illegal, Harmful, or Offensive Use or Content	<p>Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include, but are not limited to:</p> <p>Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.</p> <p>Harmful or Fraudulent Activities. Activities that may be harmful to others, UKG's operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.</p> <p>Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others.</p> <p>Offensive Content. Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.</p> <p>Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.</p>
(b) No Security Violations	<p>Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include, but are not limited to:</p> <p>Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.</p> <p>Interception. Monitoring of data or traffic on a System without permission.</p> <p>Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.</p> <p>No Use of Robots. Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)</p>
(c) No Network Abuse	<p>Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include, but are not limited to:</p> <p>Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.</p> <p>Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.</p> <p>Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.</p>

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
	<p>Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.</p> <p>Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.</p>
(d) No E-Mail or Other Message Abuse	<p>Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.</p>

2. Monitoring and Enforcement

UKG reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Services. UKG may:

- investigate violations of this Policy or misuse of the Services; or
- remove, disable access to, or modify any content or resource that violates this Policy.

If Customer violates the Policy or authorizes or helps others to do so, UKG may suspend use of the Services until the violation is corrected or terminate the Agreement for cause in accordance with the terms of the Agreement. UKG may modify this Policy at any time upon written notice to Customer of a revised version.

UKG may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. UKG's reporting may include disclosing appropriate customer information. UKG also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

3. Reporting of Violations of this Policy by Customer

If Customer becomes aware of any violation of this Policy, Customer will immediately notify UKG and provide UKG with assistance, as requested, to stop or remedy the violation.



Exhibit 2

EQUIPMENT ADDENDUM

This Equipment Addendum ("Addendum") supplements the Agreement (as defined in the Order that incorporates this Addendum) by setting forth certain additional terms and conditions that apply to the purchase and/or rental of Equipment and Equipment Support Services (as applicable).

In the event of conflict or inconsistency between any provision contained in the Agreement and any provision contained in this Addendum, with respect to the purchase and/or rental of Equipment and Equipment Support Services, the provisions contained in this Addendum shall prevail.

1. Definitions.

In this Addendum, capitalized terms shall have the meanings set out below. Capitalized terms not otherwise defined below have the meaning given to them in the Agreement.

"**Depot Exchange Service**" means the Equipment Support Services option where UKG ships a replacement unit on an advance exchange basis in accordance with the Section 6 below.

"**Depot Repair Service**" means the Equipment Support Services option where Customer has its own inventory of spare terminals and UKG repairs the terminal in accordance with Section 6 below.

"**Equipment**" mean UKG equipment such as time clocks, that are included on the Order.

"**Equipment Description**" means the supplemental terms attached hereto as Exhibits for purchased Equipment or Rental Equipment, as applicable.

"**Equipment Documentation**" means Equipment specifications, such as user manuals and administrator guides, published by UKG via the UKG community portal, accessible at <https://www.ukg.com/support>.

"**Equipment Support Services**" means Equipment maintenance and support services option stated on the Order.

2. **Purchase or Rental Equipment.** Customer may purchase or rent Equipment from UKG and receive related Equipment Support Services if included on the Order. If Customer purchases Equipment, Exhibit A applies, and if Customer rents Equipment, Exhibit B applies.
3. **Payment and Invoicing.** The price payable by Customer for the purchase or rental of Equipment, and Equipment Support Services as applicable, is set out on the Order. Each Party shall pay shipping costs and fees pursuant to the shipping terms stated on the Order.
4. **Shipping and Title.**

4.1 **Shipping.** UKG shall ship Equipment to Customer in accordance with the following shipping terms, unless otherwise stated on the Order.

4.2 **Shipments to United States Destinations.** All shipments to or from Customer to destinations within the United States are FOB (Free On Board) Shipping Point, and the shipping party is responsible for all costs and risks of loss, except that for shipments from UKG to Customer utilizing UKG's preferred carrier, UKG is responsible for the risk of loss during shipment until delivery to the identified destination. For UKG's initial shipment of purchased Equipment to Customer destinations within the United States, title of the Equipment passes to Customer upon shipment to the identified destination.

4.3 **Shipments to Destinations Outside of the United States.** Shipments to Customer destinations located in countries where UKG or one of its affiliates has an office are DDP (Delivered Duty Paid), and UKG is responsible for all duties and Value Added Taxes (VAT). Shipments to Customer destinations located in countries where UKG or one of its affiliates does not have an office are DAP (Delivered At Place), and Customer is responsible for import clearance, all duties and VAT. Shipments to UKG from a Customer location outside of the United States are DDP, and Customer is responsible for all duties and VAT. For the initial shipment of purchased Equipment to Customer outside of the United States, title of the Equipment passes to Customer upon delivery to the identified destination.

4.4 **Title.** Title to rented Equipment shall always remain with UKG. Except as expressly provided in this Addendum, UKG has and shall maintain sole and exclusive ownership of all rights, title, and interest in the intellectual property of the Equipment and its firmware.

5. Customer Responsibilities.



5.1 Use of Equipment. Customer shall (i) use the Equipment in accordance with the Equipment Documentation, (ii) use UKG's carrier of choice when shipping any Equipment, and ensure that Equipment returned to UKG is reasonably packaged to prevent damage in transit, and (iii) remove Customer Data from Equipment before sending Equipment to UKG. UKG reserves the right to delete Customer Data from Equipment that it receives from Customer. Customer is solely responsible for the backup of Customer Data. Customer acknowledges and agrees that UKG shall have no liability for Customer's failure to backup Customer Data.

5.2 Returning Equipment. When returning Equipment as permitted by the Addendum, Customer shall (i) request a Return Material Authorization Number ("RMA") from UKG and place the RMA conspicuously on the outside of the return shipping package; and (ii) promptly return any failed Equipment. Customer acknowledges that any batch shipping of Equipment will result in a longer turnaround time and a surcharge to Customer.

5.3 Restrictions. In addition to the Use Restrictions set out in Section 2.2 of the Agreement, Customer will not, and will not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Equipment or any firmware component included with the Equipment, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Equipment, (b) probe, scan or test the vulnerability, or attempt to gain unauthorized access to the Equipment or its firmware, or (c) remove or alter any proprietary notices or marks on the Equipment or Documentation.

6. Support Services.

6.1 Description. UKG shall provide Equipment Support Services as set forth in the applicable Equipment Description for rented or purchased equipment attached hereto.

6.2. Support Process.

(a) Troubleshooting and return. In the event of an Equipment issue covered by the Depot Exchange Service or the Depot Repair Service, Customer shall notify UKG of such issue in writing and UKG will attempt to resolve the issue via remote support. However, if UKG deems an issue to require Equipment repair or replacement, UKG shall provide Customer with a RMA for such Equipment, and Customer will ship the applicable Equipment to UKG at a location specified by UKG.

(b) Additional terms for Depot Exchange Service. UKG will replace Equipment subject to Section 6.2(a). UKG will ship such replacement Equipment to the address provided by Customer. Upon receipt of such replacement Equipment, Customer shall package the defective Equipment using the materials provided by UKG for that purpose, display the RMA on the packaging in accordance with Section 5.2 above, and promptly return the Equipment to UKG. UKG may suspend the Depot Exchange Service if Customer does not return replaced Equipment to UKG within ten (10) business days of receiving the applicable replacement. In such event, UKG shall restore the service when Customer either (i) ships the replaced Equipment to UKG, or (ii) pays UKG the then-current UKG list price of the replaced Equipment. For the avoidance of doubt, the Depot Exchange Service will not be extended or otherwise affected by such suspension.

(c) Additional terms for Depot Repair Service. Subject to Section 6.2(a), Customer shall ship applicable Equipment to UKG. UKG will use reasonable efforts to repair the Equipment and ship it to Customer within ten (10) business days of receipt.

(d) Device Software Maintenance. If Customer has active Device Software Maintenance, UKG will provide Customer with service packs for the applicable Equipment (which contain system updates) available for download at UKG's community portal ("Equipment Service Packs"). Customer is responsible for installing Equipment Service Packs. UKG may verify if Customer has downloaded any Equipment Service Packs to which Customer is not entitled. Device Software Maintenance is included with Depot Exchange and Depot Repair, however, if Device Software Maintenance is purchased alone it does not include any repair or exchange services.

(e) Per-event Repair Service. Per-event rates apply to customers without an equipment support agreement. The Equipment will be returned by regular surface transportation. This service does not include Device Maintenance Software or Equipment Service Packs. Subject to Section 6.2(a), upon failure of installed Equipment, Customer shall ship such Equipment to UKG. UKG will attempt to repair any repairable defective item within fifteen (15) business days after receipt at the current per-event pricing.

6.3 Spare Equipment. For business continuity purposes, UKG recommends that Customer retains a sufficient number of spare Equipment, and it is Customer's sole responsibility to retain such Equipment.

6.4 Exclusions. UKG is not liable for, and the Equipment Support Services do not include, the repair of damages, and Customer will not attempt to return damaged Equipment, resulting from:

(a) Any cause external to the Equipment including, but not limited to Force Majeure causes;

(b) Customer's failure to continually provide a suitable installation environment (as indicated in UKG's published installation guidelines) including, but not limited to, adequate electrical power;



(c) Customer's improper use, location, packaging, refinishing, management, maintenance or supervision of the Equipment or other failure to use Product in accordance with the Equipment Documentation;

(d) Customer's use of the Equipment for purposes other than those for which they are designed or the use of accessories or supplies not approved by UKG;

(e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Equipment; or

(f) Customer's repair, attempted repair or modification of the Equipment.

7. **Export.** Section 10.3 of the Agreement shall apply to the provision and use of Equipment under this Addendum.

8. Warranties.

8.1 Equipment Support Services. UKG warrants that all Equipment Support Services performed under this Addendum will be performed in a good and professional manner.

8.2 Equipment Service Packs. UKG warrants that all Equipment Service Packs provided under this Addendum shall materially perform in accordance with the applicable Equipment Documentation for ninety (90) days after download by Customer, provided that Customer's use, installation and maintenance thereof conforms to the Equipment Documentation.

8.3 Remedies. To the extent permitted by Applicable Law, Customer's exclusive remedies for any breach of UKG's warranties outlined in this Addendum shall be, at UKG's option, the repair or replacement of the applicable Equipment Service Pack(s) or firmware update(s).

8.4 Disclaimer. Section 6.4 of the Agreement shall apply to the provision of Equipment under this Addendum. References to Services in such Section 6.4 shall be taken to mean Equipment for the purposes of this Addendum.

8.5 Customer Warranty. Customer warrants that it has obtained all the information it requires to fully evaluate the Equipment and determine that the Equipment is suited to its organization, needs and objectives. All Equipment will be supplied based upon the information provided by Customer or on behalf of Customer to UKG. Customer is responsible to provide all such Information in a timely, complete and accurate manner. Customer will be responsible for any adverse effect that any Customer delay or instruction may have on the supply and operation of the Equipment.

9. Limitation of Liability.

9.1 Monetary Cap. THE TOTAL AGGREGATE LIABILITY OF UKG IN CONNECTION WITH THIS ADDENDUM WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER. FOR RENTAL EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE DAMAGES ARISE. FOR PURCHASED EQUIPMENT, UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SUCH EQUIPMENT WILL NOT EXCEED THE AMOUNT OF TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE APPLICABLE EQUIPMENT FROM WHICH THE DAMAGES ARISE. UKG'S TOTAL AGGREGATE LIABILITY FOR EQUIPMENT SUPPORT SERVICES AND EQUIPMENT SERVICE PACKS IS SUBJECT TO SECTION 9 OF THE AGREEMENT.

9.2 Exclusion of Damages. UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT OF EQUIPMENT OR SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THIS ADDENDUM, HOWEVER CAUSED.

9.3 Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN SO FAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10 Finger Scan (FS) and Facial Recognition (FR) Equipment.

10.1 FS/FR Warranty. For Customer's use of Equipment containing finger scan sensor and/or facial recognition technology ("FS/FR Equipment"), Customer has the option to configure the FS/FR Equipment settings to capture or not, and to provide the option to its employees. Customer warrants that it will assess and will maintain its compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment (including but not limited to undertaking a legitimate interest assessment, where required). If required by law,



Customer further warrants that prior to using finger scan sensor and/or facial recognition technology in FS/FR Equipment it shall, where applicable : (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes (where appropriate); (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial recognition data, and (iii) shall expressly apply any releases, consents, or policies required by applicable law to UKG, its affiliates and its authorized subcontractors.

10.2 FS/FR Responsibility. CUSTOMER AGREES TO BE RESPONSIBLE FROM ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS, PENALTIES, AND FINES ACTUALLY AWARDED TO A THIRD PARTY AS A RESULT OF SUCH A FS/FR EQUIPMENT CLAIM. UPON RECEIPT OF NOTICE OF SUCH AN EQUIPMENT CLAIM, UKG SHALL BE ENTITLED TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM AND TO EMPLOY COUNSEL AT ITS OWN EXPENSE TO ASSIST IN THE HANDLING OF SUCH CLAIM, ON A MONITORING AND A NON-CONTROLLING BASIS; (ii) CUSTOMER SHALL NOT SETTLE ANY EQUIPMENT CLAIM ON ANY TERMS OR IN ANY MANNER THAT ADVERSELY AFFECTS THE RIGHTS OF UKG WITHOUT ITS PRIOR WRITTEN CONSENT; AND (iii) UKG SHALL PROVIDE REASONABLE COOPERATION AND ASSISTANCE AT CUSTOMER'S SOLE COST AND EXPENSE.



Exhibit A

Purchased Equipment Description

This Purchase Equipment Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to the purchase of Equipment and related Support Services by Customer.

1. Definitions.

In this Exhibit A, capitalized terms shall have the meanings set out below:

“Initial Term” – means the initial billing term of the Equipment Support Service as set forth in Section 4.2 below.

“Renewal Term” – means the renewal billing term of the Equipment Support Service as set forth in Section 4.2 below.

“Term” – means the Initial Term and any Renewal Terms, together.

2. Invoicing of Purchased Equipment and Support Services. UKG shall invoice Customer for purchased Equipment and Equipment Support Services upon shipment of such purchased Equipment.

3. Renewal and Termination.

3.1 Upon expiry of the Initial Term, the term of the Equipment Support Services will renew for successive Renewal Terms unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for Equipment Support Services may change on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or Invoice, and the fees for the same quantity of such Equipment and the same Equipment Support Service may increase as set forth in the Order over the previous year. The increased fees will be set forth in the applicable invoice.

4. Support Services.

4.1 **Option.** Customer may purchase the following Equipment Support Services packages:

- (a) Depot Exchange Service;
- (b) Depot Repair Service; or
- (c) Device Software Maintenance.

Each package includes access to UKG online and phone support services. All Equipment of the same type, including spare Equipment (described in Section 6.3 of the Addendum), must be covered by the same Equipment Support Services package. If Customer requests Equipment support from UKG for Equipment not covered by Equipment Support Services, UKG's per-event rates will apply.

4.2 **Term.** Unless expressly agreed by the Parties in writing, the Initial Term and each Renewal Term of Equipment Support Services for purchased Equipment is one (1) year, with the Initial Term commencing upon the expiration of the warranty period described in Section 5 below and the Renewal Term commencing on the expiry of the Initial Term or the previous Renewal Term.

5. Warranty. Unless otherwise expressly agreed in writing, UKG warrants that purchased Equipment, under normal usage and with regular recommended Equipment Support Service, shall be free from defects in materials and workmanship, as set forth in the Equipment Documentation, for a period of ninety (90) days from the date of delivery of the purchased Equipment. This warranty is provided to Customer only, and does not apply to any Equipment: (a) damage or malfunction resulting from misuse, neglect, tampering, modification or replacement of any UKG components on any boards supplied with the Equipment, unusual physical or electrical stress, or any other cause besides normal and intended use; (b) use, installation or maintenance by Customer that does not conform to the applicable Equipment Documentation; or (c) malfunctions resulting from the use of a badge not approved by UKG. UKG's entire liability for a breach of this warranty shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund the amount Customer paid for the affected Equipment as depreciated on a straight-line basis over a five (5) year period.



Exhibit B

Equipment Rental Description

This Equipment Rental Description is supplemental to the Equipment Addendum and contains additional or different terms with respect to Equipment rented by Customer.

1. Definitions.

In this Exhibit B, capitalized terms shall have the meanings set out below:

"Billing Start Date" – means the date Equipment Rental Fees begin to accrue, as set forth on the Order.

"Billing Frequency" – means the Invoice frequency of Equipment Rental Fees, as set forth on the Order.

"Equipment Rental Fees" – means the fees payable to UKG for rented Equipment, as applicable that are set forth on the Order.

"Initial Term" – means the initial billing term of the rented Equipment as set forth on the Order which commences on the Billing Start Date.

"Renewal Term" – means the renewal billing term of the rented Equipment as set forth on the Order.

"Term" – means the Initial Term and any Renewal Terms, together.

2. Payment and Invoicing.

UKG shall invoice Customer on the Billing Frequency indicated on the Order. The billing period of the Equipment Rental Fees will start on the Billing Start Date and will continue for the Initial Term. The Equipment Rental Fees include the cost of the Depot Exchange Service (as described below) for such Equipment.

3. Renewal and Return

3.1 On expiry of the Initial Term and expiry of each Renewal Term, each as indicated on the Order, the Term of the rented Equipment will automatically renew for the duration indicated on the Order as the Renewal Term unless either Party notifies the other in writing of its intent not to renew at least thirty (30) days prior to expiry of the then-current Initial Term or a Renewal Term.

3.2 The fees for rented Equipment may increase on the commencement of each applicable Renewal Term, provided that UKG gives Customer at least thirty (30) days' prior written notice of such change through the renewal quote or invoice. The fees for the same quantity of such Equipment may increase over the previous year as set forth in the Order. The increased fees will be set forth in the applicable invoice.

3.3 Within thirty (30) days of the date of termination or expiration of the Term, Customer shall, at Customer's expense, return all rented Equipment to UKG in the same condition as it was in when originally received by Customer, reasonable wear and tear excepted. Customer shall pay UKG the then-current list price of any rented Equipment that Customer fails to return as required under this Addendum.

4. Ownership. Rented Equipment is and shall remain the sole and exclusive personal property of UKG and will not become a fixture if attached to other equipment or real property. Customer shall not do or allow to occur anything which might adversely affect UKG's right, title or interest in the Equipment. Customer shall not sell or otherwise encumber rented Equipment and shall not make any alterations or remove rented Equipment from the place where such Equipment is originally installed without UKG's prior written consent.

5. Support Services. The Depot Exchange Service applies to all rented Equipment at no additional cost.

6. Warranty. Unless otherwise expressly agreed in writing, rented Equipment is provided "AS IS" with all faults. UKG's sole obligation for defective equipment shall be for UKG, at its option and cost, to repair or replace the affected Equipment, and, if UKG is unable to repair or replace within a reasonable time, then upon return of such Equipment to UKG, UKG will refund prepaid rental fees made by the Customer for use of affected Equipment after such return date.

**RESOLUTION 2025-16
APPROVING CONTRACT
AND AUTHORIZING NOTICE**

(Clark Road Booster Pump Station, Ellsworth Water Storage Tank, and Water Meter Project)

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Board of Trustees (the “Governing Body”) of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the “Local Unit”), held on the 6th day of May, 2025, at 6:00 o’clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolutions were offered by Member _____ and supported by Member _____:

WHEREAS, it is necessary to acquire and construct certain improvements to the Local Unit’s water supply system, including the replacement of the Clark Road Water Booster Pump Station, improvements to the Ellsworth Water Storage Tank, and water meter replacements, together with all necessary appurtenances and attachments thereto, to serve the Local Unit (the “Improvements”); and

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

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

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Approval of Contract; Effectiveness. The Contract is hereby approved and the Supervisor and the Clerk of the Local Unit are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Local Unit; provided, however, that the Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the *Washtenaw Legal News*, a newspaper of general circulation within the Local Unit, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of

the Local Unit of the details of the proposed Contract and the rights of referendum thereunder.

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

3. Rescission. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Debra A. Swanson, Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on May 6, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Debra A. Swanson, Township Clerk

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

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

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the “Local Unit”) has approved by resolution the execution of a contract (the “Contract”) with the Ypsilanti Community Utilities Authority (the “Authority”) pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire and construct certain water supply system improvements, including the replacement of the Clark Road Water Booster Pump Station, improvements to the Ellsworth Water Storage Tank, and water meter replacements, together with all necessary appurtenances and attachments thereto, to serve the Local Unit (the “Improvements”), and will issue its bonds in the principal amount not to exceed \$5,500,000 to finance the cost of the acquisition and construction of such Improvements for the Local Unit AND THE LOCAL UNIT WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

LOCAL UNIT’S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be issued in the principal amount of not to exceed \$5,500,000, will be payable in not more than twenty (20) annual installments, and will bear interest at the rate or rates to be determined at the time of sale but in no event to exceed six percent (6.0%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Local Unit’s pledge of its limited tax full faith and credit for the prompt and timely payment of the Local Unit’s obligations as expressed in the Contract. THE LOCAL UNIT WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE LOCAL UNIT TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE LOCAL UNIT TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY’S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

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

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

Debra A. Swanson
Clerk
Charter Township of Ypsilanti

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YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

April 28, 2025

VIA EMAIL

Ms. Debra A. Swanson, Clerk
CHARTER TOWNSHIP OF YPSILANTI
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Re: Water System Improvements Bond Sale

Dear Clerk Swanson:

Please be advised that the Board of Commissioners for the Ypsilanti Community Utilities Authority (YCUA) approved a resolution at their April 23, 2025, meeting to enter into a financial contract with the Charter Township of Ypsilanti for the issuance of water system improvement bonds in Ypsilanti Township. YCUA is planning water system improvements for the replacement of the Clark Road Water Booster Pump Station, improvements to the Ellsworth Water Storage Tank, and water meter replacements. In order to fund these improvements, YCUA is proposing to issue an open-market bond with a ceiling of \$5,500,000. Please find below a brief summary of the proposed projects and their opinions of probable project cost.

Clark Road Water Booster Pump Station: located in the Charter Township of Ypsilanti, the pump station was originally constructed during the mid-1970s. The pump station building is in poor condition and warrants demolition and replacement. The existing direct drive pumps will be replaced with new pumps equipped with energy-efficient variable frequency drives. The obsolete electrical and controls equipment will be upgraded to modern standards and a permanent backup power source will be provided to add redundancy to the pump station. The opinion of probable project cost is **\$1.53M**.

Ellsworth Water Storage Tank: located in the Charter Township of Ypsilanti, the welded-steel ground reservoir tank was constructed in 1973 and has a capacity of 3,000,000 gallons. The tank interior sidewalls and floor were last painted in 1985, with the interior roof painted in 2000, along with the entire exterior surface. A recent inspection of the tank indicates the exterior coating is in poor condition which includes spot failures to the substrate, topcoat delamination, rust bleedthrough, and micro cracking. The interior coating is in fair condition, which includes spot failures to the substrate, topcoat delamination, and rust bleedthrough on the sidewall. Above the high-water level, the coating is deteriorating at the roof panels, welded lap seams, and at the gap between the

roof stiffeners and roof plates, and on the roof stiffeners. Scheduled improvements will include recoating the inside and outside of the tank, reconfiguration of various mechanical systems on the tank to comply with current EGLE requirements, and installation of a mixer to improve water quality. The opinion of probable project cost totals **\$1.3M**.

Water Meter Replacements: YCUA currently operates and maintains more than 18,000 devices to meter usage within the water distribution system of the Charter Township of Ypsilanti. The metering technology is obsolete and no longer supported by the manufacturer. Four different types of devices are currently utilized, with all metering devices being located inside buildings. As part of this funding phase, YCUA proposes to replace approximately 60% of these meters with advanced metering infrastructure (AMI). AMI allows for two-way communication where the metering device can not only transmit data to YCUA but also enables YCUA to transmit data to the meter and, by extension, the customer. Data transmitted from YCUA to the customer could include notifications of suspected leaks due to higher-than-normal consumption registered by the metering device. Radio frequency network equipment will be installed to transmit the two-way communications between the metering devices and YCUA.

YCUA is proposing to utilize the remaining bond proceeds to purchase the meters after accepting bids on the Clark Rd Pump Station and Ellsworth Water Storage Tank projects. At this time, the remaining proceeds are expected to be **\$2.67M**. Please note that this amount could increase or decrease depending on the accuracy of the opinions of probable project cost. YCUA anticipates that this funding will provide staff with enough work to cover 2-2.5 years of installations, or approximately 60% of the Charter Township of Ypsilanti's total inventory of meters. YCUA anticipates the replacement for all meters in the Charter Township of Ypsilanti, which is approximately 18,000, to take approximately 4 years.

Please note that the Authority's bond counsel, Mr. Tom Colis, submitted a separate correspondence requesting consideration of a Bond Authorizing Resolution in the amount not to exceed \$5,500,000 along with an Authorizing Notice. YCUA is requesting consideration of these items at the Board of Trustees Meeting on May 6, 2025. Please contact me at 734-484-4600 Ext. 116 or by email at lblackburn@ycua.org with any questions or concerns regarding this matter.

Sincerely,



LUTHER BLACKBURN, Executive Director
Ypsilanti Community Utilities Authority

CHARTER TOWNSHIP of YPSILANTI
Board of Trustees
April 28, 2025
Page 3

LB

cc:

Ms. Angie Rogers, Township of Ypsilanti
Mr. Tom D. Colis, Miller, Canfield, Paddock, and Stone, P.L.C.
Mr. Nathaniel Watson, PFM Financial Advisors, L.L.C.
Mr. Matthew Jane, Pear Sperling Eggan & Daniels, P.C.
YCUA Board of Commissioners
Mr. Dwayne Harrigan, YCUA
Ms. Gail Thomas, YCUA
Mr. Scott D. Westover, YCUA

RESOLUTION 25-03
APPROVING CONTRACT
(Clark Road Booster Pump Station, Ellsworth Water Storage Tank, and Water Meter Project)

Ypsilanti Community Utilities Authority
County of Washtenaw, Michigan

Minutes of a regular meeting of the Board of Commissioners of the Ypsilanti Community Utilities Authority, County of Washtenaw, State of Michigan (the “Authority”), on the 23rd day of April, 2025, at 3:00 p.m., prevailing Eastern Time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, the Board of Commissioners of the Ypsilanti Community Utilities Authority, County of Washtenaw, State of Michigan, intends to authorize the issuance and sale of its Water Supply System Bonds, Series 2025 (Charter Township of Ypsilanti) (the “Bonds”) pursuant to Act 233, Public Acts of Michigan, 1955, as amended, in an amount of not to exceed Five Million Five Hundred Thousand Dollars (\$5,500,000), for the purpose of defraying the cost of acquiring and constructing improvements to the Township’s water supply system, including the replacement of the Clark Road Water Booster Pump Station, improvements to the Ellsworth Water Storage Tank, and water meter replacements, together with all necessary appurtenances and attachments thereto (the “Improvements”), to service the Charter Township of Ypsilanti (the “Township”);

WHEREAS, a Finance Contract has been prepared between the Authority and the Township to provide for the financing of the cost of acquiring and constructing said improvements, which Contract has been reviewed by the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Finance Contract dated as of May 6, 2025, between the Authority and the Township is hereby approved and the Chair and Secretary are each authorized to sign the same on behalf of the Authority.

2. The Authority may incur expenses for the Improvements prior to receipt of proceeds of the Bonds and may advance moneys for that purpose from funds available to the Authority, to be reimbursed from proceeds of the Bonds when available. The Authority makes the

following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The Authority reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Improvements which were paid or will be paid from available funds of the Authority subsequent to sixty (60) days prior to today.
- (b) The maximum principal amount of debt expected to be issued for the Improvements, including issuance costs, is \$5,500,000.
- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Improvements are placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the Authority's use of the proceeds of the Bonds to reimburse the Authority for a capital expenditure made pursuant to this resolution.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Commissioners _____

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Secretary

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Commissioners of the Ypsilanti Community Utilities Authority, County of Washtenaw, State of Michigan, at a regular meeting held on the 23rd day of April, 2025 and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, and that minutes of said meeting were kept and will be or have been made available as required by said Act.

Secretary

43570985.3/099369.00054



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

April 29, 2025

VIA EMAIL

Ms. Debra A. Swanson, Clerk
CHARTER TOWNSHIP OF YPSILANTI
7200 South Huron River Drive
Ypsilanti, Michigan 48197

**Re: Request to Approve - Dissolution of Environmental Reserve Fund and Transfer
of Funds into Reserve for Construction (Township Division)**

Dear Clerk Swanson:

Please be advised that the Board of Commissioners for the Ypsilanti Community Utilities Authority (YCUA) approved a resolution at its April 23, 2025, meeting to dissolve the Environmental Reserve Fund and to transfer these funds into the Reserve for Construction (Township Division). On March 23, 1995, YCUA, Ypsilanti Township, Ford Motor Company, General Motors Corporation, the Regents of the University of Michigan, and Wayne County entered into the Willow Run Creek Area Settlement Agreement, which contained certain obligations relating to the clean-up of the Willow Run Creek Area. Subsequently, the Environmental Reserve Fund was established to cover wastewater disposal costs associated with the Settlement Agreement. Please find enclosed a memorandum from YCUA's legal counsel, Matthew Jane, regarding this matter that was presented to the YCUA Board of Commissioners.

YCUA and Ypsilanti Township's obligations regarding wastewater disposal costs under the Settlement Agreement expired, at the latest, on March 23, 2025, 30 years from its effective date. Because this thirty-year period has ended, the monies in the Environmental Fund are no longer needed to fund any costs under the Settlement Agreement. Therefore, YCUA is requesting to dissolve the Environmental Reserve Fund and move its balance into the Reserve for Construction Fund (Township Division) for future infrastructure projects. Please find enclosed a proposed resolution regarding this matter that YCUA is requesting to be considered at the Board of Trustees Meeting on May 6, 2025.

Please contact me at 734-484-4600 Ext. 116 or by email at lblackburn@ycua.org with any questions or concerns regarding this matter.

CHARTER TOWNSHIP of YPSILANTI
Board of Trustees
April 29, 2025
Page 2

Sincerely,

A handwritten signature in blue ink that reads "Luther Blackburn". The signature is written in a cursive style.

LUTHER BLACKBURN, Executive Director
Ypsilanti Community Utilities Authority

Enclosures
cc w/encl.:

Ms. Angie Rogers, Township of Ypsilanti
Mr. Matthew Jane, Pear Sperling Eggan & Daniels, P.C.
YCUA Board of Commissioners
Mr. Dwayne Harrigan, YCUA

ATTORNEY CLIENT COMMUNICATION AND ATTORNEY WORK PRODUCT

MEMORANDUM

TO: Board of Commissions of Ypsilanti Community Utilities Authority (“YCUA”):
Michael Bodary, Chair
Gloria C. Peterson, Vice Chair
Jon R. Ichesco, Secretary / Treasurer
Larry J. Doe, Commissioner
David Ostrowski, Commissioner

FROM: Matthew T. Jane - Pear Sperling Eggan & Daniels, P.C.

RE: Transferring the YCUA Environmental Reserve Fund to the YCUA Reserve
Construction Fund – Township Division

DATE: April 17, 2025

On March 23, 1995, Ford Motor Company, General Motors Corporation, Ypsilanti Township (“Township”), YCUA, the Regents of the University of Michigan, and Wayne County entered into the Willow Run Creek Area Settlement Agreement (“Settlement Agreement”). Under the Settlement Agreement, the above parties agreed to certain obligations relating to the clean-up of the Willow Run Creek Area.

As part of the Settlement Agreement, YCUA and the Township jointly and severally agreed to, among other things, provide the necessary funding for the disposal of leachate that involved the Fons/Old Wayne Landfill (referred to in the Settlement Agreement as the “Wastewater Disposal Costs”), which leachate was transported for treatment to the Wayne County Wastewater Treatment Plant. Specifically, YCUA and the Township were responsible to provide funding for Wayne County and/or Van Buren Township disposal rates and connection fees associated with disposal of dewatered waters and leachate, for a *thirty year period* or to a maximum of **\$500,000, whichever occurred first**. Such funding was to be paid in annual payments of **\$50,000** or less, depending on the actual disposal costs and connection fees incurred, with YCUA and the Township having no further obligations if, at the end of the thirty year period, the actual costs were less than **\$500,000**.

To pay the Wastewater Disposal Costs under the Settlement Agreement, YCUA and the Township agreed that beginning in 1996, YCUA would transfer \$125,000 annually from the Township Division operating revenue, plus a charge of one cent per unit of sewage revenue, into an environmental cleanup reserve fund established by YCUA (“Environmental Fund”). It is my understanding that such funds came from Ypsilanti Township’s ratepayers and did not involve any monies collected from residents or ratepayers of the City of Ypsilanti.

On May 28, 2002, YCUA’s Board of Commissioners passed a resolution directing YCUA to discontinue the \$125,000 transfer (beginning in the year 2002 of operating revenue) from the Township Division to the Environmental Fund and to begin transferring the \$125,000 annually into the Reserve for Construction Account. This was because it was determined that the

ATTORNEY CLIENT COMMUNICATION AND ATTORNEY WORK PRODUCT

Environmental Fund was adequately funded. It is my understanding that YCUA and the Township only had to pay a small portion of the monies that were set aside for the treatment of leachate and, as such, the monies in the Environmental Fund continued to earn interest and has now reached an amount of approximately \$2 million.

YCUA's and the Township's obligations regarding the Wastewater Disposal Costs under the Settlement Agreement expired, at the latest, on March 23, 2025, 30 years from the effective date of the Settlement Agreement. Because this thirty year period has ended, the monies in the Environmental Fund are no longer needed to fund the Wastewater Disposal Costs under the Settlement Agreement. Accordingly, moving the balance of the Environmental Fund to YCUA's Reserve Construction Fund – Township Division for future infrastructure projects makes sense.

cc: Luther Blackburn, Director of YCUA

RESOLUTION 2025-17
**APPROVING DISSOLUTION OF THE YCUA ENVIRONMENTAL
RESERVE FUND AND TRANSFERRING THE MONIES HELD
THEREIN TO THE YCUA RESERVE FOR CONSTRUCTION FUND
– TOWNSHIP DIVISION**

Charter Township of Ypsilanti
County of Washtenaw, State of
Michigan

Minutes of a regular meeting of the Township Board (the “Governing Body”) of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the “Township”), held on the 6th day of May, 2025, at 6:00 p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolutions were offered by Member _____ and supported by Member _____:

WHEREAS, on March 23, 1995, Ford Motor Company, General Motors Corporation, the Township, Ypsilanti Community Utilities Authority (“YCUA”), the Regents of the University of Michigan, and Wayne County entered into the Willow Run Creek Area Settlement Agreement (“Settlement Agreement”). Under the Settlement Agreement, the above parties agreed to certain obligations relating to the clean-up of the Willow Run Creek Area; and

WHEREAS, as part of the Settlement Agreement, the Township and YCUA jointly and severally agreed to, among other things, provide the necessary funding for

the disposal of leachate that involved the Fons/Old Wayne Landfill, which leachate was transported for treatment to the Wayne County Wastewater Treatment Plant. Specifically, the Township and YCUA were responsible to provide funding for Wayne County and/or Van Buren Township disposal rates and connection fees associated with disposal of leachate, for a thirty year period or to a maximum of \$500,000, whichever occurred first; and

WHEREAS, per the agreement of the Township and YCUA, funding for the treatment of this leachate came from the Township's ratepayers and such funds were maintained in a Township Division Environmental Reserve Fund established by YCUA ("Environmental Fund"); and

WHEREAS, on May 28, 2002, the YCUA Board of Commissioners passed a resolution directing YCUA to discontinue the \$125,000 transfer beginning in the year 2002 of operating revenue from the Township Division to the Environmental Fund and to begin transferring the \$125,000 annually into the Reserve for Construction Account; and

WHEREAS, the obligations of YCUA and the Township regarding the leachate disposal costs under the Settlement Agreement expired, at the latest, on March 23, 2025, meaning the monies in the Environmental Fund are no longer needed to fund any leachate disposal costs under the Settlement Agreement; and

WHEREAS, the Governing Body finds it prudent to adopt the following resolution approving YCUA's dissolution of the Environmental Fund and transferring the balance therein to YCUA's Reserve Construction Fund – Township Division for future infrastructure projects, which action has been approved by YCUA's Board of



Memorandum

To: Ypsilanti Township Board of Trustees

From: Michael Saranen, Operations Manager

Re: Request by DTE for easements, for gas line relocation project, within 5365 Bridge Road – South Hydro Park (K-11-24-300-011) and 2599 Bridge Road – North Hydro Park (K-11-24-300-001).

Date: April 29, 2025

The DTE Company, is a Michigan public utility in Detroit Michigan servicing customers in the Ypsilanti Township and neighboring communities. They wish to relocate a section of an existing gas line that is located on the Ford Lake Dam and bridge that crosses over the Huron River along Bridge Road. The proposed location for the gas line is through North and South Hydro Parks, which will require easements from the Township. As part of this request, the applicant has offered a payment of \$49,943.00 for the two easements.

The relocation of the gas line off the dam and bridge and through the Hydro Parks will:

- reduce hazard exposure during a flood event
- Improve service reliability to local customers
- lower cost for future concrete repairs to the dam's turbine intakes
- lesson the emergency preparedness efforts around the existing gas line at the dam

A review of these proposed easements and legal descriptions have been confirmed by OHM, the Township's Engineer, and have been determined to be in proper form by the Township attorney.

Please place this request on the May 6th Board Meeting Agenda, thank you.

Attached are the proposed easements for your consideration:

- 2599 Bridge Road (K-11-24-300-001)
- 5365 Bridge Road (K-11-24-300-011)

EASEMENT

For good and valuable consideration of Twenty-Two Thousand Seven Hundred Dollars (\$22,700.00), receipt of which is hereby acknowledged,

The Charter Township of Ypsilanti, Michigan, a municipal corporation

7200 S. Huron River Drive
Ypsilanti, MI 48197

(Grantor) hereby grants to **DTE Gas Company, a Michigan Corporation (Grantee)**, with its principal office at One Energy Plaza, Detroit, Michigan 48226, its successors and assigns, an easement to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipeline or pipelines for the transportation of gas, oil or other substances which can be transported through a pipeline or pipelines, and such mains, service laterals, drips, valves, regulators, fittings, meters and other equipment and appurtenances as may be necessary or convenient for its operations (collectively, “Grantee’s Facilities”), over and through the following described real estate in the Township of Ypsilanti, Washtenaw County, State of Michigan, to wit:

REAL ESTATE DESCRIPTION: “See Exhibit A”
Parcel#: K-11-24-300-011

EASEMENT DESCRIPTION: “See Exhibit A”

THE PARTIES FURTHER AGREE THAT:

Structures and Trees: No buildings or other structures shall be erected or placed, and no trees shall be planted, on or in the above-described easement without the written consent of the Grantee. Additionally, Grantee may remove any vegetation, buildings, or structures placed within the above-described easement that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee’s Facilities.

Additional Work Space: Additional workspace, contiguous to the easement may be used temporarily during construction, maintenance or removal of the pipeline or pipelines installed hereunder.

Ground Elevation: Grantee shall initially bury said pipeline or pipelines at a minimum depth of 24-inches. Grantor shall not materially alter the ground elevation within the above-described easement without a prior written agreement executed by Grantee allowing said alteration.

Damages/Restoration: Grantee shall pay reasonable damages to improvements occasioned by said installation or by any of its subsequent operations under this easement or shall replace the damaged area to its original condition as reasonably practical. Grantee shall replace in good workmanlike manner all tile cut in the construction of the pipeline or pipelines.

Assignment/Successors: Grantee’s rights herein granted may be assigned in whole or in part. This easement runs with the land, and all rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors, and assigns of the parties hereto.

Ownership: Grantor covenants that they are the lawful fee simple owner of the above-described property and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Exercise of Easement: Grantee’s nonuse or limited use of this easement shall not preclude Grantee’s later use of this easement to its full extent.

Indemnity: Grantee shall indemnify, defend, and hold Grantor harmless from and against all claims and liabilities for injury to persons or property, including without limitation, reasonable attorney’s fees expended in defending against any such claims, to the extent caused by Grantee’s willful or negligent acts or omissions in exercising the rights granted in this Easement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

It is understood that the person securing this easement is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Executed this _____ day of _____, 2025.

The Charter Township of Ypsilanti, Michigan, a municipal corporation

By: _____
Name: Brenda L. Stumbo
Title: Ypsilanti Township President

By: _____
Name: Debra A. Swanson
Title: Ypsilanti Township Clerk

ACKNOWLEDGMENT

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Brenda L. Stumbo, the President of **The Charter Township of Ypsilanti, Michigan, a municipal corporation**, on behalf of the municipal corporation.

Notary Public _____ County, Michigan
Acting in _____ County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Debra A. Swanson, the Township Clerk of **The Charter Township of Ypsilanti, Michigan, a municipal corporation**, on behalf of the municipal corporation.

Notary Public _____ County, Michigan
Acting in _____ County, Michigan

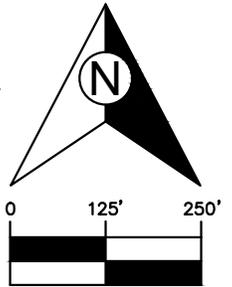
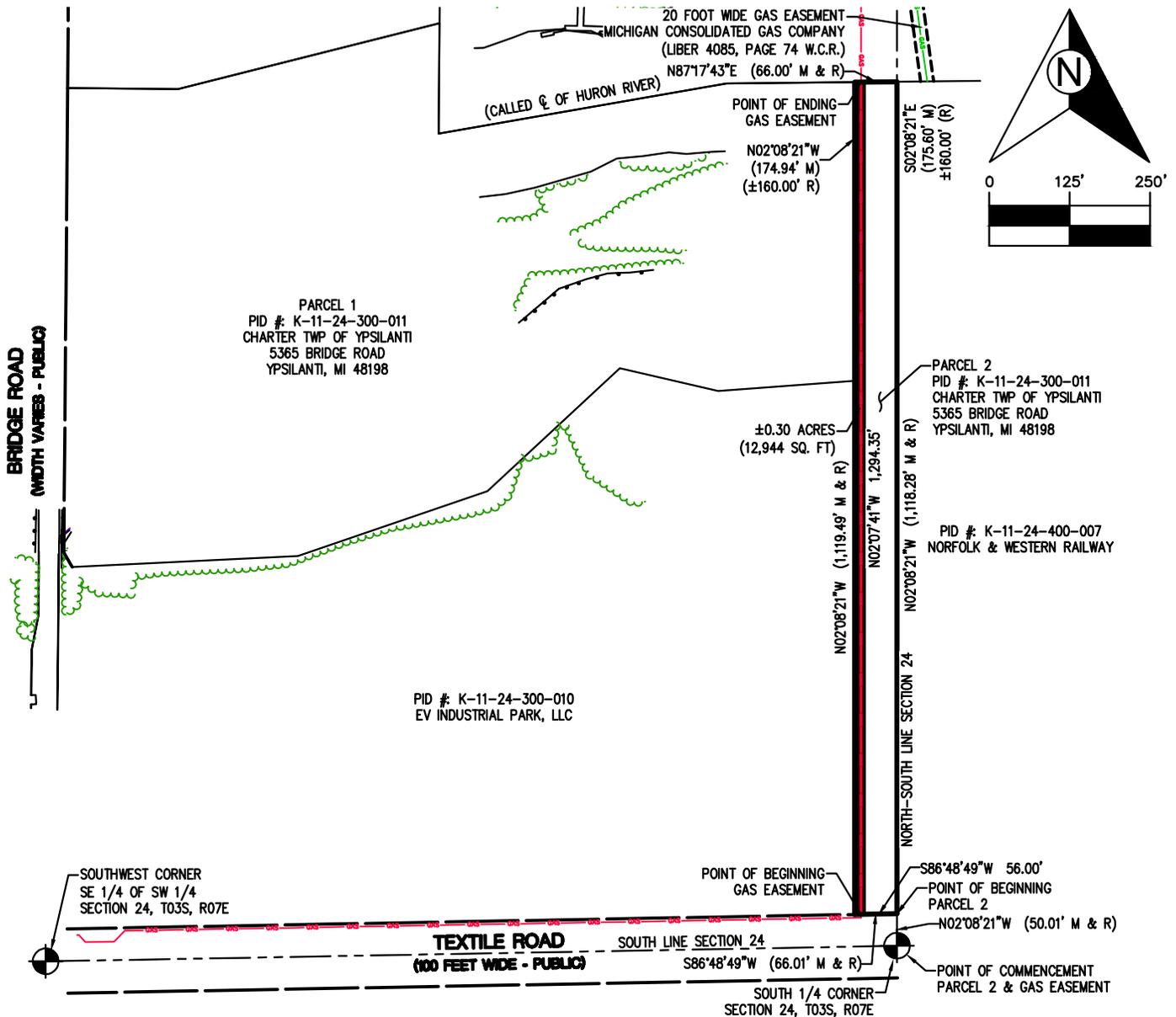
My Commission Expires: _____

Prepared by and return to: Tyler Remington
DTE Gas Company
PO Box 279
Kalkaska, MI 49646

EXHIBIT A

LEGEND

	SECTION & 1/4 CORNER		FENCE		GAS U.G. GAS DISTRIBUTION LINE
	MEASURED		GUARDRAIL		GAS U.G. GAS LINE DISTRIBUTION (PROPOSED)
	RECORDED		PLATTED LOT/ADJOINING PARCEL LINE		PROPOSED DTE EASEMENT
	BUILDING		PROPERTY LINE		
	EDGE OF WATER		PROPOSED EASEMENT LINE		
	EDGE OF WOODS		RIGHT OF WAY LINE		
	EXISTING DTE EASEMENT LINE		SECTION LINE		



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 24, T03S, R07E (BEARING S86°48'49"W)

FIELD:	
DRAWN:	S. SMITH
CHECKED:	S. BLISS
DATE:	12/11/2024
REVISION:	
REVISION DATE:	
SHEET:	1 OF 3
SCALE:	1" = 250'
VENDOR JOB NO.:	



DTE
DTE Gas Company
Land & Survey Department



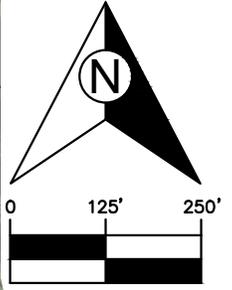
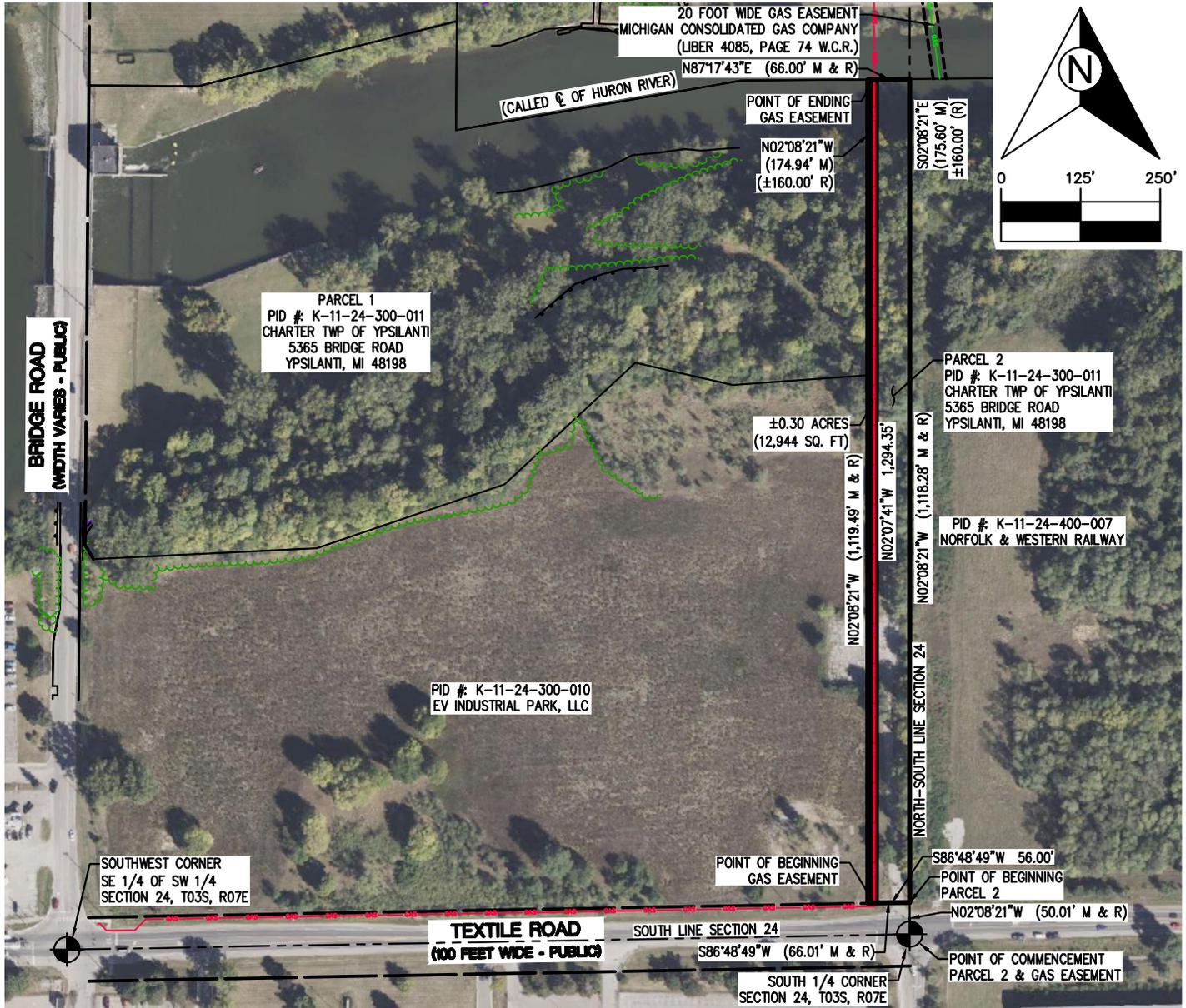
WADE TRIM
555 S. Saginaw Street, Suite 201
Flint, MI 48502
810.235.2555
www.wadetrim.com

DRAWING TITLE	
5365 BRIDGE ROAD	
SECTION: 24	CITY:
TOWN: T03S	TOWNSHIP: YPSILANTI
RANGE: R07E	COUNTY: WASHTENAW
DRAWING FILE NAME: DED4231.01F-FORD LAKE DAM	
DTE PROJECT NUMBER: .	
PARCEL/EASEMENT SKETCH	

EXHIBIT A

LEGEND

	SECTION & 1/4 CORNER		FENCE		GAS	U.G. GAS DISTRIBUTION LINE
	MEASURED		GUARDRAIL		GAS	U.G. GAS LINE DISTRIBUTION (PROPOSED)
	RECORDED		PLATTED LOT/ADJOINING PARCEL LINE			PROPOSED DTE EASEMENT
	BUILDING		PROPERTY LINE			
	EDGE OF WATER		PROPOSED EASEMENT LINE			
	EDGE OF WOODS		RIGHT OF WAY LINE			
	EXISTING DTE EASEMENT LINE		SECTION LINE			



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 24, T03S, R07E (BEARING S86°48'49"W)

FIELD:	
DRAWN:	S. SMITH
CHECKED:	S. BLISS
DATE:	12/11/2024
REVISION:	
REVISION DATE:	
SHEET:	2 OF 3
SCALE:	1" = 250'
VENDOR JOB NO.:	



DTE
DTE Gas Company
Land & Survey Department



WADE TRIM
555 S. Saginaw Street, Suite 201
Flint, MI 48502
810.235.2555
www.wadetrim.com

DRAWING TITLE	
5365 BRIDGE ROAD	
SECTION: 24	CITY:
TOWN: T03S	TOWNSHIP: YPSILANTI
RANGE: R07E	COUNTY: WASHTENAW
DRAWING FILE NAME: DED4231.01F-FORD LAKE DAM	
DTE PROJECT NUMBER: .	
PARCEL/EASEMENT SKETCH	

EXHIBIT A

PARENT PARCEL DESCRIPTION: (PER MID-AMERICAN TITLE CO. TITLE SEARCH REPORT FILE NUMBER: 52853 RW-YPSILANTI-5365BRIDGE, DATED NOVEMBER 5, 2024 AT 8:00 AM)

PARCEL ID NO.: K-11-24-300-011 (PARCEL 2)
 PROPERTY ADDRESS: 5365 BRIDGE RD, YPSILANTI, MI 48198
 OWNER NAME: THE TOWNSHIP OF YPSILANTI, A MICHIGAN CHARTER TOWNSHIP

LAND SITUATED IN THE TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW, STATE OF MICHIGAN:

PARCEL 1:

PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 SOUTH, RANGE 7 EAST, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 24; THENCE NORTH 1 DEGREES 40 MINUTES 40 SECONDS WEST, 50.01 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 24 TO A STEEL ENCASED CONCRETE MONUMENT; THENCE NORTH, 87 DEGREES 16 MINUTES 30 SECONDS WEST, 1,289.90 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF TEXTILE ROAD TO A STEEL ENCASED CONCRETE MONUMENT, SAID NORTH RIGHT-OF-WAY LINE BEING 50.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 24 AND THE CENTERLINE OF TEXTILE ROAD; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH, 87 DEGREES 16 MINUTES 30 SECONDS WEST, 33.01 FEET TO THE CENTERLINE OF BRIDGE ROAD; THENCE NORTH 01 DEGREES 12 MINUTES 30 SECONDS WEST, 746.63 FEET; THENCE NORTH 88 DEGREES 47 MINUTES 30 SECONDS EAST, 23.00 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE CONTINUING NORTH 88 DEGREES 47 MINUTES 30 SECONDS EAST, 171.67 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE NORTH 74 DEGREES 12 MINUTES 30 SECONDS EAST, 418.80 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE SOUTH 01 DEGREES 12 MINUTES 30 SECONDS EAST, 38.08 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE CONTINUING SOUTH 1 DEGREES 12 MINUTES 30 SECONDS EAST, 125.0 FEET MORE OR LESS TO THE CENTERLINE OF THE HURON RIVER; THENCE EASTERLY ALONG THE CENTERLINE OF THE HURON RIVER TO A POINT 66.00 FEET WESTERLY OF THE NORTH AND SOUTH 1/4 LINE OF SECTION 24; THENCE SOUTH 1 DEGREES 40 MINUTES 40 SECONDS EAST, 16.0 FEET MORE OR LESS ALONG A LINE 66.0 FEET WESTERLY OF AND PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 24 TO A STEEL ENCASED CONCRETE MONUMENT; THENCE CONTINUING ALONG A LINE 66.00 FEET WESTERLY OF AND PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 24, SOUTH 1 DEGREES 40 MINUTES 40 SECONDS EAST, 289.48 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE SOUTH, 84 DEGREES 04 MINUTES 20 SECONDS WEST, 212.54 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE NORTH 78 DEGREES 43 MINUTES 40 SECONDS WEST, 156.92 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE SOUTH, 45 DEGREES 24 MINUTES 20 SECONDS WEST, 280.63 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE SOUTH, 69 DEGREES 28 MINUTES 20 SECONDS WEST, 311.55 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE SOUTH, 85 DEGREES 32 MINUTES 20 SECONDS WEST, 350.90 FEET TO A STEEL ENCASED CONCRETE MONUMENT; THENCE CONTINUING SOUTH, 85 DEGREES 32 MINUTES 20 SECONDS WEST, 36.40 FEET TO THE CENTERLINE OF BRIDGE ROAD AND THE PLACE OF BEGINNING.

PARCEL 2:

PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 SOUTH, RANGE 7 EAST, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 24; THENCE NORTH 1 DEGREES 40 MINUTES 40 SECONDS WEST, 50.01 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 24, TO A STEEL ENCASED CONCRETE MONUMENT FOR A PLACE OF BEGINNING; THENCE SOUTH, 87 DEGREES 16 MINUTES 30 SECONDS WEST, 66.01 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF TEXTILE ROAD TO A STEEL ENCASED CONCRETE MONUMENT, SAID NORTH RIGHT-OF-WAY LINE BEING 50.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 24 AND THE CENTERLINE OF TEXTILE ROAD; THENCE NORTH 1 DEGREES 40 MINUTES 40 SECONDS WEST, 1,119.49 FEET ALONG A LINE 66.0 FEET WESTERLY OF AND PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 24 TO A STEEL ENCASED CONCRETE MONUMENT; THENCE CONTINUING NORTH 1 DEGREES 40 MINUTES 40 SECONDS WEST, 160.0 FEET MORE OR LESS TO THE CENTERLINE OF THE HURON RIVER; THENCE EASTERLY ALONG THE CENTERLINE OF THE HURON RIVER TO A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 24; THENCE SOUTH 1 DEGREES 40 MINUTES 40 SECONDS EAST, 160.0 FEET MORE OR LESS ALONG SAID NORTH AND SOUTH 1/4 LINE TO A STEEL ENCASED CONCRETE MONUMENT; THENCE CONTINUING SOUTH 1 DEGREES 40 MINUTES 40 SECONDS EAST ALONG SAID NORTH AND SOUTH 1/4 LINE, 1,118.28 FEET TO THE PLACE OF BEGINNING.

GAS EASEMENT DESCRIPTION:

A 10 FOOT WIDE EASEMENT FOR GAS PURPOSES, BEING 5.00 FEET EACH SIDE, PARALLEL WITH AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 24, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N02°08'21"W 50.01 FEET ALONG THE NORTH-SOUTH LINE OF SAID SECTION 24 TO THE NORTH RIGHT-OF-WAY LINE OF TEXTILE ROAD (100 FEET WIDE - PUBLIC); THENCE S86°48'49"W 56.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID TEXTILE ROAD TO THE POINT OF BEGINNING; THENCE N02°07'41"W 1,294.35 FEET TO THE POINT OF ENDING. CONTAINING 0.30 ACRES (12,944 SQUARE FEET), MORE OR LESS.

SURVEY NOTES:

- ALL DIMENSIONS ARE IN INTERNATIONAL FEET AND DECIMALS THEREOF.
- PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, RESERVATIONS, OR RESTRICTIONS, IF ANY, OF RECORD.
- PROPERTY IS SITUATED IN THE YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.
- THE RIGHT-OF-WAY LINES ON THIS EASEMENT SKETCH AND INTENDED TO BE A APPROXIMATE REPRESENTATION BASED ON EXISTING CONDITIONS AND RECORD DOCUMENTS. A COMPLETE PROPERTY LINE ANALYSIS HAS NOT BEEN PERFORMED AND PROPERTY LINES HAVE NOT BEEN SET.
- APPLY A ROTATION OF 00°35'01" TO THE RIGHT TO MATCH RECORDED BEARINGS.

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 24, T03S, R07E (BEARING S86°48'49"W)

FIELD:		DRAWING TITLE		
DRAWN: S. SMITH		5365		
CHECKED: S. BLISS		BRIDGE ROAD		
DATE: 12/11/2024		SECTION: 24	CITY:	
REVISION:		TOWN: T03S	TOWNSHIP: YPSILANTI	
REVISION DATE:	RANGE: R07E	COUNTY: WASHTENAW		
SHEET: 3 OF 3	DRAWING FILE NAME: DED4231.01F-FORD LAKE DAM			
SCALE: -N/A-	DTE PROJECT NUMBER:			
VENDOR JOB NO.:	PARCEL/EASEMENT DESCRIPTION			
	 555 S. Saginaw Street, Suite 201 Flint, MI 48502 810.235.2555 www.wadetrtrim.com			

EASEMENT

For good and valuable consideration of Twenty-Seven Thousand Two Hundred and Forty-Three Dollars (\$27,243.00), receipt of which is hereby acknowledged,

The Charter Township of Ypsilanti, Michigan, a municipal corporation

7200 S. Huron River Drive
Ypsilanti, MI 48197

(Grantor) hereby grants to **DTE Gas Company, a Michigan Corporation (Grantee)**, with its principal office at One Energy Plaza, Detroit, Michigan 48226, its successors and assigns, an easement to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipeline or pipelines for the transportation of gas, oil or other substances which can be transported through a pipeline or pipelines, and such mains, service laterals, drips, valves, regulators, fittings, meters and other equipment and appurtenances as may be necessary or convenient for its operations (collectively, “Grantee’s Facilities”), over and through the following described real estate in the Township of Ypsilanti, Washtenaw County, State of Michigan, to wit:

REAL ESTATE DESCRIPTION: “See Exhibit A”
Parcel#: K-11-24-300-001

EASEMENT DESCRIPTION: “See Exhibit A”

THE PARTIES FURTHER AGREE THAT:

Structures and Trees: No buildings or other structures shall be erected or placed, and no trees shall be planted, on or in the above-described easement without the written consent of the Grantee. Additionally, Grantee may remove any vegetation, buildings, or structures placed within the above-described easement that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee’s Facilities.

Additional Work Space: Additional workspace, contiguous to the easement may be used temporarily during construction, maintenance or removal of the pipeline or pipelines installed hereunder.

Ground Elevation: Grantee shall initially bury said pipeline or pipelines at a minimum depth of 24-inches. Grantor shall not materially alter the ground elevation within the above-described easement without a prior written agreement executed by Grantee allowing said alteration.

Damages/Restoration: Grantee shall pay reasonable damages to improvements occasioned by said installation or by any of its subsequent operations under this easement or shall replace the damaged area to its original condition as reasonably practical. Grantee shall replace in good workmanlike manner all tile cut in the construction of the pipeline or pipelines.

Assignment/Successors: Grantee's rights herein granted may be assigned in whole or in part. This easement runs with the land, and all rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors, and assigns of the parties hereto.

Ownership: Grantor covenants that they are the lawful fee simple owner of the above-described property and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Exercise of Easement: Grantee's nonuse or limited use of this easement shall not preclude Grantee's later use of this easement to its full extent.

Indemnity: Grantee shall indemnify, defend, and hold Grantor harmless from and against all claims and liabilities for injury to persons or property, including without limitation, reasonable attorney's fees expended in defending against any such claims, to the extent caused by Grantee's willful or negligent acts or omissions in exercising the rights granted in this Easement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

It is understood that the person securing this easement is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Executed this _____ day of _____, 2025.

The Charter Township of Ypsilanti, Michigan, a municipal corporation

By: _____

Name: Brenda L. Stumbo

Title: Ypsilanti Township President

By: _____

Name: Debra A. Swanson

Title: Ypsilanti Township Clerk

ACKNOWLEDGMENT

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Brenda L. Stumbo, the President of **The Charter Township of Ypsilanti, Michigan, a municipal corporation**, on behalf of the municipal corporation.

Notary Public _____ County, Michigan
Acting in _____ County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Debra A. Swanson, the Township Clerk of **The Charter Township of Ypsilanti, Michigan, a municipal corporation**, on behalf of the municipal corporation.

Notary Public _____ County, Michigan
Acting in _____ County, Michigan

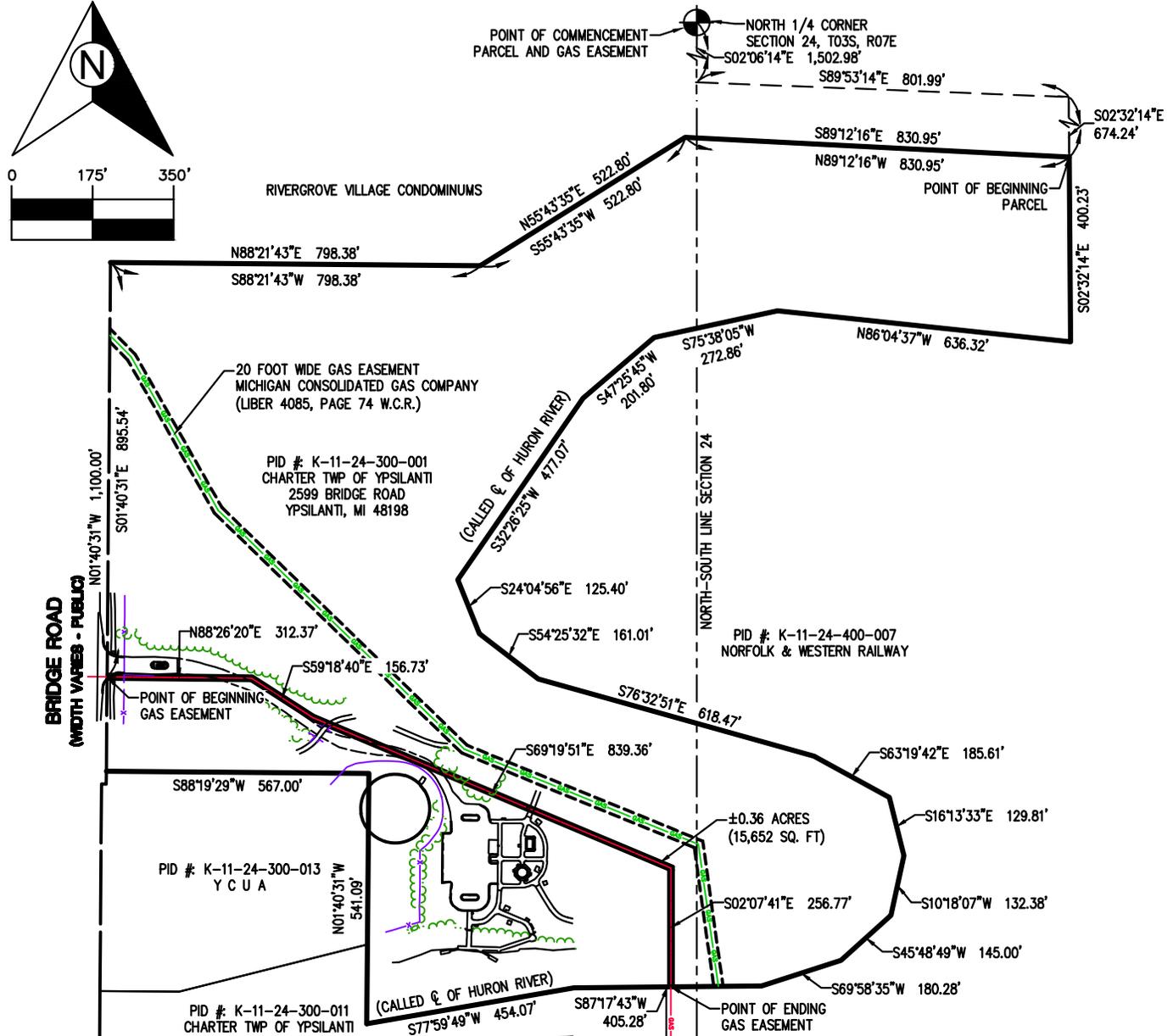
My Commission Expires: _____

Prepared by and return to: Tyler Remington
DTE Gas Company
PO Box 279
Kalkaska, MI 49646

EXHIBIT A

LEGEND

	SECTION & 1/4 CORNER		FENCE		RIGHT OF WAY LINE
	BUILDING		GUARDRAIL		SECTION LINE
	EDGE OF WATER		PLATTED LOT/ADJOINING PARCEL LINE		GAS U.G. GAS DISTRIBUTION LINE
	EDGE OF WOODS		PROPERTY LINE		GAS U.G. GAS LINE DISTRIBUTION (PROPOSED)
	EXISTING DTE EASEMENT LINE		PROPOSED EASEMENT LINE		PROPOSED DTE EASEMENT



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 24, T03S, R07E (BEARING S86°48'49"W)

FIELD:	
DRAWN:	S. SMITH
CHECKED:	S. BLISS
DATE:	12/11/2024
REVISION:	
REVISION DATE:	
SHEET:	1 OF 3
SCALE:	1" = 350'
VENDOR JOB NO.:	



DTE
DTE Gas Company
Land & Survey Department



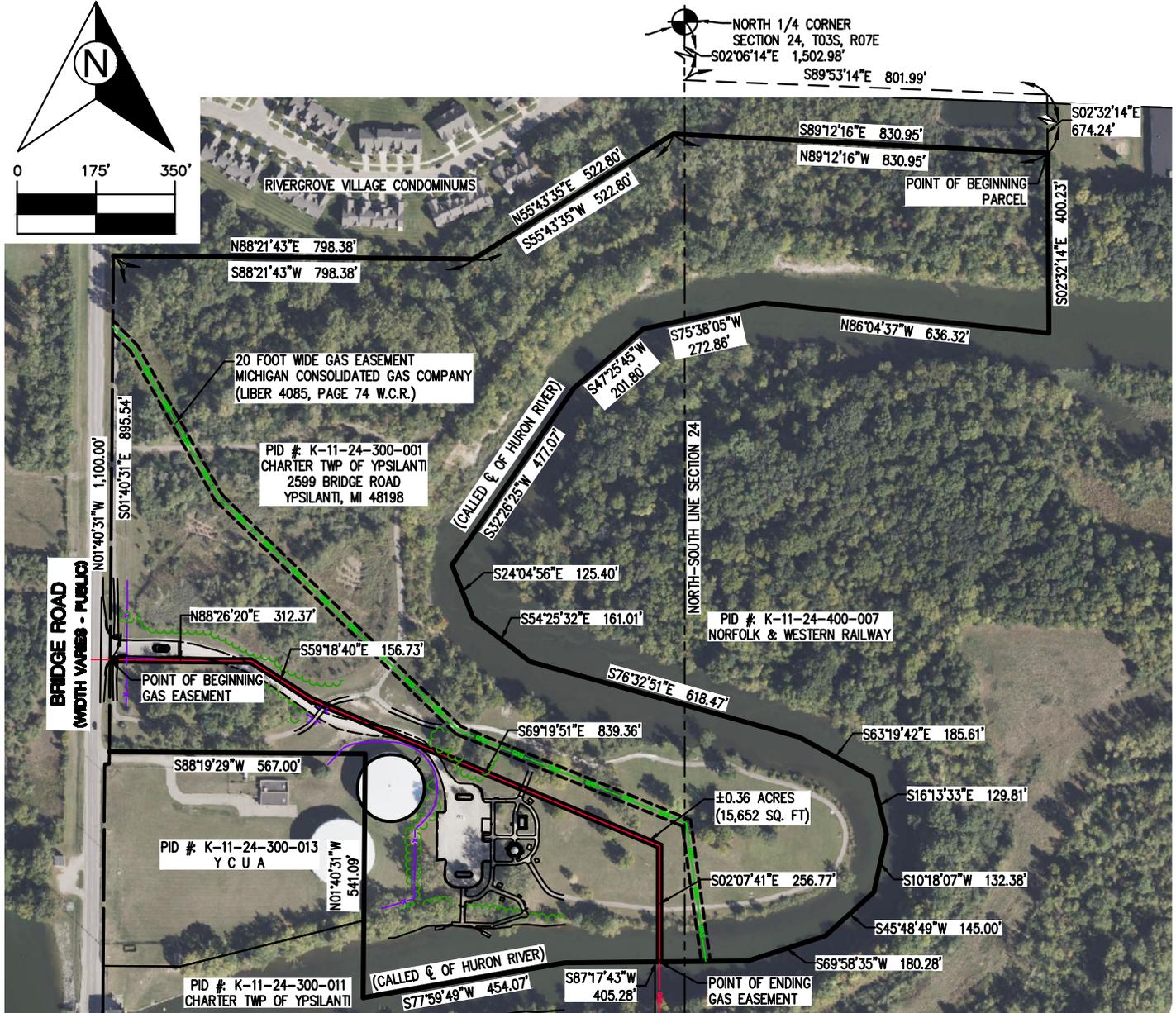
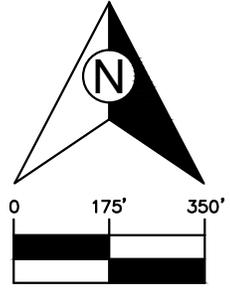
WADE TRIM
555 S. Saginaw Street, Suite 201
Flint, MI 48502
810.235.2555
www.wadetrtrim.com

DRAWING TITLE	
2599 BRIDGE ROAD	
SECTION: 24	CITY:
TOWN: T03S	TOWNSHIP: YPSILANTI
RANGE: R07E	COUNTY: WASHTENAW
DRAWING FILE NAME: DED4231.01F-FORD LAKE DAM	
DTE PROJECT NUMBER: .	
PARCEL/EASEMENT SKETCH	

EXHIBIT A

LEGEND

	SECTION & 1/4 CORNER		FENCE		RIGHT OF WAY LINE
	BUILDING		GUARDRAIL		SECTION LINE
	EDGE OF WATER		PLATTED LOT/ADJOINING PARCEL LINE		GAS U.G. GAS DISTRIBUTION LINE
	EDGE OF WOODS		PROPERTY LINE		U.G. GAS LINE DISTRIBUTION (PROPOSED)
	EXISTING DTE EASEMENT LINE		PROPOSED EASEMENT LINE		PROPOSED DTE EASEMENT



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 24, T03S, R07E (BEARING S86°48'49"W)

FIELD:	
DRAWN:	S. SMITH
CHECKED:	S. BLISS
DATE:	12/11/2024
REVISION:	
REVISION DATE:	
SHEET:	2 OF 3
SCALE:	1" = 350'
VENDOR JOB NO.:	



DTE
DTE Gas Company
Land & Survey Department



WADE TRIM
555 S. Saginaw Street, Suite 201
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DRAWING TITLE	
2599 BRIDGE ROAD	
SECTION: 24	CITY:
TOWN: T03S	TOWNSHIP: YPSILANTI
RANGE: R07E	COUNTY: WASHTENAW
DRAWING FILE NAME: DED4231.01F-FORD LAKE DAM	
DTE PROJECT NUMBER: .	
PARCEL/EASEMENT SKETCH	

EXHIBIT A

PARENT PARCEL DESCRIPTION: (PER MID-AMERICAN TITLE CO. TITLE SEARCH REPORT FILE NUMBER: 52854 RW-YPSILANTI-2599BRIDGE, DATED NOVEMBER 6, 2024 AT 8:00 AM)

PARCEL ID NO.: K-11-24-300-001
PROPERTY ADDRESS: 2599 BRIDGE RD, YPSILANTI, MI 48198
OWNER NAME: THE TOWNSHIP OF YPSILANTI, MICHIGAN, A MUNICIPAL CORPORATION

LAND SITUATED IN THE TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW, STATE OF MICHIGAN:

A PARCEL OF LAND BEING A PART OF SECTION 24, TOWN 3S, RANGE 7 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED DISTANT SOUTH 1 DEGREES 31 MINUTES 13 SECONDS EAST, 1,502.98 FEET ALONG THE CENTERLINE OF BOMBER ROAD, COINCIDENT WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION, AND SOUTH, 89 DEGREES 18 MINUTES 13 SECONDS EAST, 801.99 FEET ALONG THE CENTERLINE OF GROVE ROAD AND SOUTH 01 DEGREES 57 MINUTES 13 SECONDS EAST, 674.24 FEET FROM THE NORTH 1/4 CORNER OF SECTION 24; THENCE SOUTH 01 DEGREES 57 MINUTES 13 SECONDS EAST, 400.23 FEET TO A POINT ON THE CENTERLINE OF THE HURON RIVER; THENCE ALONG SAID CENTERLINE OF THE HURON RIVER, NORTH, 85 DEGREES 29 MINUTES 36 SECONDS WEST, 636.32 FEET AND SOUTH, 76 DEGREES 13 MINUTES 06 SECONDS WEST, 272.86 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; AND SOUTH, 48 DEGREES 00 MINUTES 46 SECONDS WEST, 201.80 FEET AND SOUTH 33 DEGREES 01 MINUTES 26 SECONDS WEST, 477.07 FEET AND SOUTH, 23 DEGREES 29 MINUTES 55 SECONDS EAST, 125.40 FEET AND SOUTH, 53 DEGREES 50 MINUTES 31 SECONDS EAST, 161.01 FEET AND SOUTH, 75 DEGREES 57 MINUTES 50 SECONDS EAST, 618.47 FEET AND SOUTH, 62 DEGREES 44 MINUTES 41 SECONDS EAST, 185.61 FEET AND SOUTH, 15 DEGREES 38 MINUTES 32 SECONDS EAST, 129.81 FEET AND SOUTH, 10 DEGREES 53 MINUTES 08 SECONDS WEST, 132.38 FEET AND SOUTH, 46 DEGREES 23 MINUTES 50 SECONDS WEST, 145.00 FEET AND SOUTH, 70 DEGREES 33 MINUTES 36 SECONDS WEST, 180.28 FEET AND SOUTH, 87 DEGREES 52 MINUTES 44 SECONDS WEST, 405.28 FEET AND SOUTH, 78 DEGREES 34 MINUTES 50 SECONDS WEST, 454.07 FEET; THENCE NORTH 01 DEGREES 05 MINUTES 30 SECONDS WEST, 541.09 FEET; THENCE SOUTH, 88 DEGREES 54 MINUTES 30 SECONDS WEST, 567.00 FEET TO A POINT ON THE EAST LINE OF BRIDGE ROAD (66 FEET WIDE); THENCE NORTH 01 DEGREES 05 MINUTES 30 SECONDS WEST, 1,100.00 FEET ALONG SAID EAST LINE; THENCE NORTH, 88 DEGREES 56 MINUTES 44 SECONDS EAST, 798.38 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT B"; THENCE NORTH, 56 DEGREES 18 MINUTES 36 SECONDS EAST, 522.80 FEET; THENCE SOUTH, 88 DEGREES 37 MINUTES 15 SECONDS EAST, 830.95 FEET TO THE POINT OF BEGINNING.

GAS EASEMENT DESCRIPTION:

A 10 FOOT WIDE EASEMENT FOR GAS PURPOSES, BEING 5.00 FEET EACH SIDE, PARALLEL WITH AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 24, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S02°06'14"E 1,502.98 FEET ALONG THE NORTH-SOUTH LINE OF SAID SECTION 24; THENCE S89°53'14"E 801.99 FEET; THENCE S02°32'14"E 674.24 FEET; THENCE N89°12'16"W 830.95 FEET; THENCE S55°43'35"W 522.80 FEET; THENCE S88°21'43"W 798.38 FEET TO THE EAST RIGHT-OF-WAY LINE OF BRIDGE ROAD (WIDTH VARIES - PUBLIC); THENCE S01°40'31"E 895.54 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID BRIDGE ROAD TO THE POINT OF BEGINNING; THENCE N88°26'20"E 312.37 FEET; THENCE S59°18'40"E 156.73 FEET; THENCE S69°19'51"E 839.36 FEET; THENCE S02°07'41"E 256.77 FEET TO THE POINT OF ENDING.
CONTAINING 0.36 ACRES (15,652 SQUARE FEET), MORE OR LESS.

SURVEY NOTES:

1. ALL DIMENSIONS ARE IN INTERNATIONAL FEET AND DECIMALS THEREOF.
2. PARCEL IS SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, RESERVATIONS, OR RESTRICTIONS, IF ANY, OF RECORD.
3. PROPERTY IS SITUATED IN THE YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.
4. THE RIGHT-OF-WAY LINES ON THIS EASEMENT SKETCH AND INTENDED TO BE A APPROXIMATE REPRESENTATION BASED ON EXISTING CONDITIONS AND RECORD DOCUMENTS. A COMPLETE PROPERTY LINE ANALYSIS HAS NOT BEEN PERFORMED AND PROPERTY LINES HAVE NOT BEEN SET.
5. APPLY A ROTATION OF 00°35'01" TO THE RIGHT TO MATCH RECORDED BEARINGS.

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 24, T03S, R07E (BEARING S86°48'49"W)

FIELD:		DRAWING TITLE	
DRAWN: S. SMITH		2599	
CHECKED: S. BLISS		BRIDGE ROAD	
DATE: 12/11/2024		SECTION: 24	CITY:
REVISION:		TOWN: T03S	TOWNSHIP: YPSILANTI
REVISION DATE:	RANGE: R07E	COUNTY: WASHTENAW	
SHEET: 3 OF 3	DRAWING FILE NAME: DED4231.01F-FORD LAKE DAM		
SCALE: -N/A-	DTE PROJECT NUMBER: .		
VENDOR JOB NO.:	PARCEL/EASEMENT DESCRIPTION		



555 S. Saginaw Street, Suite 201
Flint, MI 48502
810.235.2555
www.wadetrtrim.com

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

Memorandum

To: Ypsilanti Township Board of Trustees

From: Michael Saranen, Operations Manager

Re: Request to Approve Change Order #1 - Spillway Gate Programmable Logic Controller Isolation Project in the Amount of \$9,825.00, budgeted in line 252-535-971.001

The Board approved in November 2024 the PLC Isolation Project at the Hydro Station to upgrade the computers operational platform to include redundancy in the event of system failure.

Additional work was identified with the turbine air valves and the dam's warning horn.

I am asking the Board to approve Change Order #1 (UIS Quote 250818) in the amount of \$9,825.00 and is budgeted in Hydro Fund line 252-535-971.001.

If you have any questions, please contact me.



Date	April 30, 2025	Customer	Ypsilanti Township	To	Michael Saranen
Description	Hydro Gate PLC Isolation Change Order #1				
Quote #	250818				
Estimator	Ken Wesley	Email	ken.wesley@teamuis.com		

Scope of Work	Cost
----------------------	-------------

Furnish and install one (1) Allen Bradley 16-channel DC Input module for the Air Vacuum Valve Controls.

Provide necessary labor and materials to interface and program the Air Vacuum Valve Controls.

Provide necessary labor and materials to interface and program the Horn relay output from the Sluice Gate PLC to the existing Horn relay.

Total: \$9,825.00

UIS SCADA Approved by

Date April 30, 2025

Please make Purchase Orders/Subcontracts out to: UIS SCADA, Inc. and reference Quote #250818

Client Acceptance when the Client will not be providing a PO or Contract to UIS SCADA, Inc.

Client authorizes Utilities Instrumentation Service, Inc. to proceed with the work and agrees to comply with the attached Terms and Conditions.

Client Acceptance

Signature

Name

Title

Date

Exclusions and Clarifications

Pricing includes only the items listed above; anything not explicitly listed above is not included in our proposed scope of work.

Our quote is based on straight time during normal hours of 7:00 A.M. to 3:30 P.M., Monday through Friday, unless specified otherwise.

Our price is valid for thirty (30) days, after which time UIS SCADA, Inc. reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, Inc. and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA, Inc.

Team UIS - TERMS AND CONDITIONS

1. Offer. These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) and software as a service ("SaaS Services") provided to Client under an Order Confirmation with Utilities Instrumentation Services, Inc., Utilities Instrumentation Services – Ohio, LLC., UIS SCADA, Inc., and/or UIS Renewable Power, Inc., as applicable ("Team UIS"). These Terms are incorporated into each Order Confirmation issued by Team UIS to a Client of such products or services ("Client"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Client after the Client has submitted an order to Team UIS. The Order Confirmation constitutes Team UIS's offer to the Client identified in the Order Confirmation to sell the products and/or provide the services identified in the Order Confirmation ("Products" and "Services", respectively) and otherwise to enter into the agreement that the Order Confirmation and these Terms describe (the "Agreement"), and the Order Confirmation and these Terms shall be the complete and exclusive statement of such Agreement.

2. Acceptance. A contract is formed when Client accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to the Agreement and shall not include any terms and conditions contained in Client's purchase order or similar document. Notwithstanding any contrary provision in Client's purchase order or other acceptance document or similar document, delivery of Products, performance of Services or commencement of Services by Team UIS shall not constitute acceptance of Client's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Agreement.

3. Prices. Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging, or transportation charges; and (b) prices do not include any applicable taxes.

Team UIS
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power
Utilities Instrumentation Service-Ohio

4. Payment Terms. Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Team UIS's invoice. Credit and delivery of Products shall be subject to Team UIS's approval. The Client shall pay Team UIS for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Client disputes any portion of an invoice, the Client shall notify Team UIS, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of the dispute, and pay when due any portion of the invoice not in dispute. Failure to provide such notification shall constitute acceptance of the invoice as submitted. If Client fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Team UIS may at any time, without waiving any other claim against the Client (including lien rights) and without thereby incurring any liability to the Client, suspend or terminate the Order Confirmation. Client is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Client or its affiliates any amounts due or to become due to Team UIS or its affiliates, whether arising under the Order Confirmation, any related purchase order or any other agreement.

5. Shipping and Delivery. All sales of Products are F.O.B. Team UIS's plant unless otherwise specified in the Order Confirmation. Responsibility of Team UIS shall cease upon delivery to and receipt of the Products by a common carrier at which point Client will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Client's accelerated delivery schedules shall be the responsibility of Client. Deliveries of orders placed by Client may be changed, deferred or canceled only upon specific agreement in writing by Team UIS and Team UIS may condition such agreement upon Client's assumption of liability and payment to Team UIS for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Team UIS is liable by reason of commitments made by Team UIS to its suppliers; and (c) any other loss, cost or expense of Team UIS as a result of such change, deferment or cancellation.

6. Proprietary Materials. Team UIS shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible (including software and SaaS Services), furnished by Team UIS in connection with or under the applicable Order Confirmation ("Proprietary Materials"). No Proprietary Materials created by Team UIS in connection with an Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses. Team UIS does not grant to Client any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

8. SaaS Services. A. Team UIS will provide Client with the SaaS Services, and allow Authorized Users to access the SaaS Services in connection with Client's use of the SaaS Services, as set forth in the applicable Order Confirmation. Prior to obtaining access to the SaaS Services, Client shall ensure that Authorized Users are registered in the SaaS Services with a unique User ID and a unique password. For purposes of this Agreement, "Authorized Users" means individuals who are authorized to use the SaaS Services pursuant to this Agreement or as otherwise defined, restricted or limited in an Order Confirmation, for whom subscriptions to SaaS Services have been procured, and who have been supplied user identifications and passwords by Client (or by Team UIS at Client's request). Authorized Users may include Clients' employees and Clients' agents and third-party contractors and their employees authorized by Client and/or approved by Team UIS to access the SaaS Services. **B.** Client is responsible for all activities conducted under its Authorized User logins and for its Authorized Users' compliance with this Agreement. Authorized Users may only use the SaaS Services during the term of the applicable Order Confirmation. **C.** Except as otherwise explicitly provided in this Agreement, Client and its Authorized Users will not, and will not permit third parties to: (a) use the SaaS Services except as expressly authorized in this Agreement; (b) access or use the SaaS Services to circumvent or exceed the applicable restrictions; (c) use any device, software, or routine that interferes or disrupts any application, function, or use of the SaaS Services; (d) copy, modify, translate, transmit, reproduce, distribute, republish, display, frame, or mirror the SaaS Services, except as permitted by this Agreement; (e) decompile, reverse-compile, disassemble, reverse-engineer or otherwise reduce to human-perceivable form all or any part of the SaaS Services or any part of the SaaS Services or otherwise attempt to discover any source code or create derivative works of the SaaS Services or any part of the SaaS Services; (f) rent, lease, resell, sublicense, or otherwise permit third parties to access or use the SaaS Services; (g) use the SaaS Services to provide services to third parties (e.g., as a service bureau or to otherwise provide data processing services to third parties); (h) circumvent or disable any security or other technological features or measures of any SaaS Services or any part of the SaaS Services; (i) use the SaaS Services to build a similar or competitive product or service; (j) create user accounts under false or fraudulent pretenses; (k) except as provided in an Order Confirmation, create shared or generic identifications and passwords to any SaaS Services; (l) use the SaaS Services in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (m) use the SaaS Services to send or store viruses, worms, time bombs, trojan horses, or other harmful or malicious code, files, scripts, agents or programs; (n) access the SaaS Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; (o) remove, alter or obscure any of the intellectual property rights notice(s) or restrictive legend(s) embedded in or that Team UIS otherwise provides with the SaaS Services; (p) interfere with or disrupt the integrity or performance of the SaaS Services; or (q) obtain unauthorized access to the SaaS Services (including without limitation permitting access to or use of the SaaS Services via another system or tool, the primary effect of which is to enable input of requests or transactions by other than Authorized Users). **D.** Client shall at all times: (a) provide Team UIS with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Team UIS in order to provide the SaaS Services, including, but not limited to, providing Client materials and security access, information, and software interfaces to Client's business applications; (b) provide such personnel assistance as may be reasonably requested by Team UIS from time to time; and (c) carry out in a timely manner all other Client responsibilities set forth in this Agreement. In the event of any delay in Client's performance of any of the obligations set forth in (a), (b) or (c), or any other delays caused by Client, Team UIS may adjust its performance as reasonably necessary to account for such delays.

E. Client is responsible for complying with any applicable laws relating to its or any Authorized User's use of the SaaS Services including, without limitation, all applicable privacy, electronic communications and data protection laws, rules, regulations, and regulatory guidelines, as well as any applicable self-regulatory guidelines. Without limiting the generality of the foregoing, Client is solely responsible for: (a) ensuring that Client and Team UIS, acting on Client's behalf, have the right to collect, use and share Client any personal data and related materials via the SaaS Services; and (b) providing adequate notice to, and obtaining any necessary consents as required under applicable laws, with respect to the Client materials and Client intellectual property collected, used and shared by Client, or by Team UIS on Client's behalf, via the SaaS Services. Notwithstanding any other provision of this Agreement, Client or any Authorized User shall not use the SaaS Services to collect, upload, retrieve, transmit, send, or store (i) any information that could directly identify a person, including, without limitation, government issued ID numbers, individual medical or health information (including protected health information under HIPAA), individual financial information, an individual's name (last name plus first name or first initial), or birth date; (ii) security codes, passwords, credit or debit card numbers; (iii) any data that falls under the sensitive or special data definitions of any applicable privacy law or self-regulatory principle; or (iv) any data collected from sites directed to children under the age of sixteen (16) or from children whose age Client knows to be under sixteen (16) in violation of applicable law. Team UIS and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Client materials or Client intellectual property that violate any of the terms of this Agreement or any applicable law. **F.** In connection with the operation of the SaaS Services, Team UIS may collect and analyze data in aggregate and anonymous form with respect to the use and effectiveness of the SaaS Services (the "Aggregate Data"). Client hereby irrevocably authorizes Team UIS to collect data in an aggregate and anonymous form for supporting, improving, and marketing the SaaS Services. Customer acknowledges and agrees that Team UIS will exclusively own all right, title, and interest in and to all Aggregate Data and other analytics and output data generated or provided by Team UIS or the SaaS Services. **G.** Client or Authorized Users providing any suggestions, enhancement requests, recommendations, corrections or other feedback (collectively, "Feedback") is strictly voluntary. If Client or any Authorized User provides any Feedback to Team UIS, orally or in writing, Client hereby grants to Team UIS and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the SaaS Services any Feedback. **H.** Team UIS may immediately suspend the SaaS Services if Team UIS reasonably determines that the Client is not materially complying with this Agreement, or Client is using the SaaS Services in a manner that could cause damage to Team UIS's business or reputation, or otherwise reflect unfavorably upon Team UIS, its affiliates, or its partners. Team UIS shall notify the Client promptly following any such suspension taking effect.

9. Design. Team UIS is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Team UIS as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

10. Warranty. (a) Team UIS warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Client understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Team UIS. Team UIS makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Team UIS may, at its sole election, and as Client's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Client shall hold and make available for inspection and testing by Team UIS all Products claimed by Client to be defective. (b) Services provided by Team UIS under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. (c) THE TEAM UIS DISCLAIMS, AND CLIENT HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY CLIENT AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TEAM UIS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

11. Liability Limitation. Specific performance shall not be available to Client as a remedy in connection with Team UIS's providing of the Products and/or Services. Monetary damages against Team UIS shall be limited to the dollar amount charged to Client for the applicable order placed by Client and accepted by Team UIS for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from any cause whatsoever, including without limitation: (a) any order placed by Client and accepted by Team UIS or Team UIS's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL TEAM UIS BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON TEAM UIS ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY TEAM UIS AND SPECIFICALLY REFERENCING THIS SECTION.

12. Insurance. Team UIS has in effect commercial general liability, umbrella, cyber, workers compensation, employer's liability, and automobile insurance coverage. A certificate of insurance is available upon request. Customer shall have property and course of construction/builder's risk insurance for the full value of the site including any improvements made pursuant to this Contract and will provide Team UIS with proof of insurance upon request.

13. Termination. In the event that Client fails to perform any of its obligations stated in the Agreement, including the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Team UIS specifying such breach, the Team UIS may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Team UIS: (a) Team UIS shall be relieved of any further obligation to Client (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Client shall be liable to Team UIS for the immediate payment of amounts then billed to date by Team UIS to Client; (c) Client shall purchase and pay Team UIS immediately for all raw materials, components, work in process and finished goods acquired by Team UIS in connection with the Order Confirmation and/or any related purchase orders; and (d) Client shall immediately reimburse Team UIS for all other loss, cost or expense of Team UIS as a result of the termination of the Order Confirmation or any related purchase order.

14. Right of Entry. If applicable, Client shall provide for Team UIS's right to enter the property owned by the Client and/or others in order for Team UIS to perform the Services in the Order Confirmation. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Team UIS and his or her consultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

Team UIS
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power
Utilities Instrumentation Service-Ohio

15. Force Majeure. Team UIS shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, pandemics, acts of terrorism or war, or acts by third parties, failure of Client to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Team UIS's obligations under the Order Confirmation and any related purchase order shall be suspended and Team UIS shall not have any obligation to provide Client with Products or Services from other sources or to pay or reimburse Client for any additional costs to Client of obtaining substitute Products or Services, nor shall Team UIS be liable for any damages to Client arising from or related to a Force Majeure Event.

16. Governing law. The contract shall be governed by the laws of Michigan

17. Employee Solicitation. Employee Solicitation. Client agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Team UIS directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Team UIS regardless of the circumstances surrounding employee's cause of termination of employment.

18. Indemnification. Client holds harmless, indemnifies, and will defend Team UIS and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, fines and related losses including attorney's fees and expenses to the extent directly or indirectly caused by Client's (including those acting on behalf of Client) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the Agreement between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Team UIS's negligence. Liability per above is not limited by limits of workers compensation coverage.

19. Survival/Entire Agreement/Waiver/Applicable Laws. These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order. The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Team UIS and Client with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Team UIS. Waiver by Team UIS of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Team UIS, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Team UIS of any right. This Agreement is governed by the laws of the State of Michigan, except for its choice of laws provisions.

20. Electronic Signature. THE CONTRACT MAY BE SIGNED OR ACCEPTED ELECTRONICALLY, CONVEYING CUSTOMER'S ACCEPTANCE. COMPLIANCE WITH THE CONTRACT THROUGH ELECTRONIC MEANS INCLUDING, BUT NOT LIMITED TO, EMAIL ACKNOWLEDGEMENT, AND CUSTOMER'S ELECTRONIC SIGNATURE WILL BE DEEMED VALID AND BINDING. IF CUSTOMER CONTESTS THE VALIDITY OF THE CONTRACT BASED ON THE MEANS OF ELECTRONIC OR OTHER FORM OF EXECUTION OR ACCEPTANCE BY THE PARTIES AND THE CONTRACT IS HELD BY A COURT OR ARBITRATOR TO BE VALID, THE CUSTOMER SHALL PAY THE ATTORNEYS' FEES AND EXPENSES OF TEAM UIS ARISING FROM THE CUSTOMER'S CONTEST OF THE CONTRACT'S VALIDITY.

21. Escalation. Any material that has been quoted as a part of this project is calculated based upon current prices. The market for these materials is volatile, and sudden price increases could occur. Team UIS agrees to use its best efforts to obtain the lowest prices possible from our suppliers. However, should there be an increase in the price of materials that are purchased after the execution of contract Team UIS reserves the right to adjust the contract for the increase. Team UIS will provide timely written notice to the Client if this were to occur.

22. Postponement. In the event that the Client postpones the project, Team UIS reserves the right to charge the Client for costs incurred that will cause the project to exceed the original cost estimate. Team UIS will provide timely written notice to the Client if this were to occur.

23. Cancellation. In the event that the Client cancels the work once the work has been scheduled by Team UIS, Team UIS reserves the right to charge the Client as follows:

# of Days Prior to Scheduled Work	Cancellation Fee (% of Contract)
30	5.00%
15	7.50%
7	10.00%
3	15.00%

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 28, 2025

RE: Request to renew agreement with the Washtenaw County Water Resource Commissioner (WCWRC) for Vermin Management Services for up to \$150,000 budgeted from account 101.445-818.025, contingent on budget amendment

On February 1, 2022, The Board of Trustees (BOT) approved a contract with the WCWRC for Vermin abatement in an amount up to \$150,000. This amount has been met, and the Supervisor's Office recommends renewing this program. We receive frequent calls from residents regarding vermin activity and we would like to continue to aggressively tackle this community stabilization issue.

With the retirement of Evan Pratt, the newly elected Water Resource Commissioner, Gretchen Driskell and Chief Deputy Harry Sheehan will continue to provide updates on the vermin activity and findings. The updates are written reports, or more recently, video updates.

Attached please find the proposed contract and map. Thank you for your consideration and please let us know if you have any questions regarding the continuance of the Vermin abatement program in Ypsilanti Township.

AGREEMENT BETWEEN
THE WASHTENAW COUNTY WATER RESOURCES COMMISSIONER
AND
THE CHARTER TOWNSHIP OF YPSILANTI
FOR VERMIN MANAGEMENT SERVICES

This Agreement (“Agreement”), is made and entered into on the 6TH of May, 2025, by and between the Washtenaw County Water Resources Commissioner’s Office (“WCWRC”), and the Charter Township of Ypsilanti (“Township”), a Michigan municipal corporation, for the purpose of providing vermin management services (“Services”).

The purpose of the Services is to assist in management of issues affecting the Public Health, Safety and Welfare of the Township and its residents.

Relevant details of the Program are set forth in Exhibits A and B, which are attached hereto and incorporated herein by reference. The services are broken into two different categories based on statutory authority of the WCWRC in providing Services.

Whereas, the Township has a long-standing history of successful collaboration with the WCWRC; and

Whereas, it will be beneficial to all parties to continue to collaborate on vermin management; and

Whereas, prior (amended) Agreements for these services have been completed; and

Whereas, vermin issues remain a priority for the Township, resulting in an increased level of service and work effort desired by the Township from the WCWRC; and

Whereas, WCWRC has statutory authority through PA 40 of 1956 (the Drain Code) to “purify” the flow of water in legally established County drains but requires Agreement by the Township to furnish Services not specifically included or otherwise allowed in the Drain Code; and

Whereas, past collaboration has determined that vermin management issues require a collaborative effort of Community Standards enforcement, public outreach to affected neighborhoods and residents, adequate refuse and debris management services and infrastructure, rodent baiting in storm drains and/or sewers, and land-based rodent baiting or burrow gassing in areas of public or private property; and

Whereas, Township and WCWRC officials have determined that a holistic program of vermin management requires a collaborative effort as noted in the paragraph above; and

Whereas, the WCWRC agrees to contract on behalf of the Township for rodent baiting services in storm drains under the authority of the Drain Code AND other areas as requested by the Township on an ongoing basis; and

Whereas, the Township has budgeted \$150,000 for 2025 for an aggressive program due to the extent of issues found to date; and

Whereas, WCWRC will continue to provide regular updates and service area maps to Township staff and the Supervisor for rodent baiting and/or related program costs performed under authority of both the Drain Code as well as other areas specified herein; and

Whereas, Township and WCWRC officials have agreed that the Township will provide necessary Community Standards and outreach services (similar to past vermin control programs) as determined necessary by the Township; and

Whereas, WCWRC will coordinate as needed with Washtenaw County Department of Public Health (WCDPH) to provide electronic copies of any informational flyers for distribution to residents by the Township as needed to support collaborative efforts; and

Whereas, Exhibit B is provided to illustrate the need and focus areas for the Services provided and is not intended to limit areas for providing Services; and

Whereas, Exhibit B provides a depiction of both current reported vermin sightings and other areas of future investigation desired within the Township, Exhibit B is provided to illustrate the need and initial focus areas for the Services provided; and

Whereas, Township and WCWRC officials have agreed that regular updates will be provided to evaluate program effectiveness and incorporate adjustments to address new or changing program needs within the program budget and/or timeframe specified herein; and

Whereas, Township and WCWRC officials fully understand that this new Agreement is a continuation of services that can be renewed annually by consent of both parties, and terminated by either party by giving 30 days notice; and

Whereas, given the persistence of vermin in other communities, Township and WCWRC officials anticipate and fully understand the program will in all likelihood result in a recommendation for a longer-term program and recommended program funding amounts continuing program experiences; and

Whereas, the primary program goals are to:

1. Reduce the frequency of vermin activity
2. Determine a cost-effective “maintenance level” of longer-term baiting after initial aggressive baiting;

Therefore, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, the Township and the WCWRC agree:

1. The Washtenaw County Water Resources Commissioner’s Office shall provide resources and expertise required to administer the Services in collaboration with the Township based on Exhibits A, B, and any mutually agreed upon adjustments during implementation of Services.
2. The duration of this Agreement shall be at the discretion both parties, or “Good Until Cancelled” with 30-days notice.

3. The Township shall make payments for work noted in Exhibit A, Section 1 based on annual December invoices in accordance with regular payment procedures for annual invoices of work performed on legally established County Drains.
4. The Township shall make payments for work noted in Exhibit A, Section 2 based on monthly invoices for Services provided in areas outside of legally established County Drains. The WCWRC will be providing Section 2 services based on the authority of this Agreement due to the efficiencies of bundling Section 2 and Section 1 services in a single vendor contract with a single point of contact.
5. Either party may terminate this agreement with 30-day notification with or without cause. If vendor contracts allow a shorter timeframe for vendor termination without cause, the WCWRC shall take this into consideration with any Township request to terminate some or all Services.
6. The WCWRC assumes no additional liability beyond that normally accorded for work on public drains. WCWRC staff will not enter private property or be on-site providing services. The contracted vendor providing the Services will be the only entity with staff entering the work areas shown in Exhibit B or as otherwise mutually determined.
7. Parties agree that this contract may be amended administratively as needed to extend the allowable timeframe and/or reduce the monthly expenditures.
8. Parties agree that any amendment to increase monthly charges at any time must be approved by the Township Board.

And Whereas, based on the terms and information provided above the Township Board may wish to authorize additional efforts;

Be It Therefore Resolved, that the terms of this Agreement are hereby modified to allow continued vermin control services for a total amount not to exceed \$150,000.

Each of the persons signing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the Washtenaw County Water Resources Commissioner or the Charter Township of Ypsilanti, respectively.

CHARTER TOWNSHIP OF YPSILANTI

WCWRC

By: _____
 Brenda Stumbo (DATE)
 Township Supervisor

By: _____
 Gretchen Driskell (DATE)
 Water Resources Commissioner

CHARTER TOWNSHIP OF YPSILANTI

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

EXHIBIT A

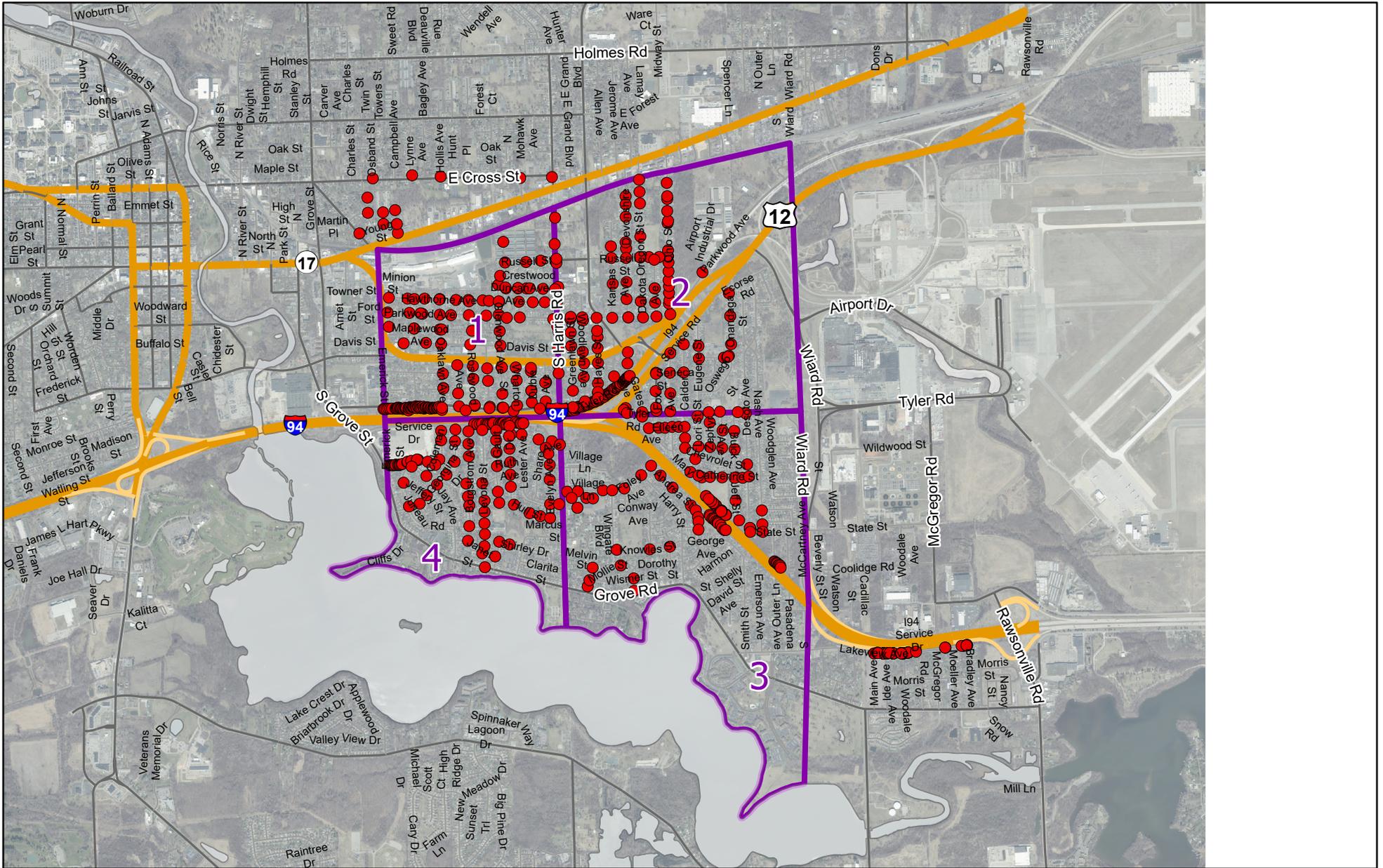
For the duration of this agreement, the WCWRC will contract with a pest control vendor for services in areas agreed to by the Township and WCWRC on an ongoing basis, not to exceed billing totals of \$150,000. It is anticipated that this amount will be adequate for the duration of 2025 and every year thereafter until this agreement is terminated by either party. The intent of this agreement is also to allow flexibility between Section 1 and Section 2 costs which must be tracked separately as described in the Agreement.

Section 1

WCWRC will contract with a pest control vendor for services to bait within legally established County Drainage structures or other structures where the presence of vermin would also impact legally established County Drainage structures.

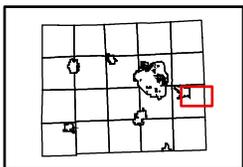
Section 2

WCWRC will contract with a pest control vendor for services to bait in other areas as needed.



Map date 4/8/25

Location Map



Not to scale



EXHIBIT B
Vermin Treatment Areas



The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description." The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

NOTE: PARCELS MAY NOT BE TO SCALE

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



YPSILANTI TOWNSHIP

— OFFICE OF THE CLERK —

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton

To: Charter Township of Ypsilanti Board of Trustees

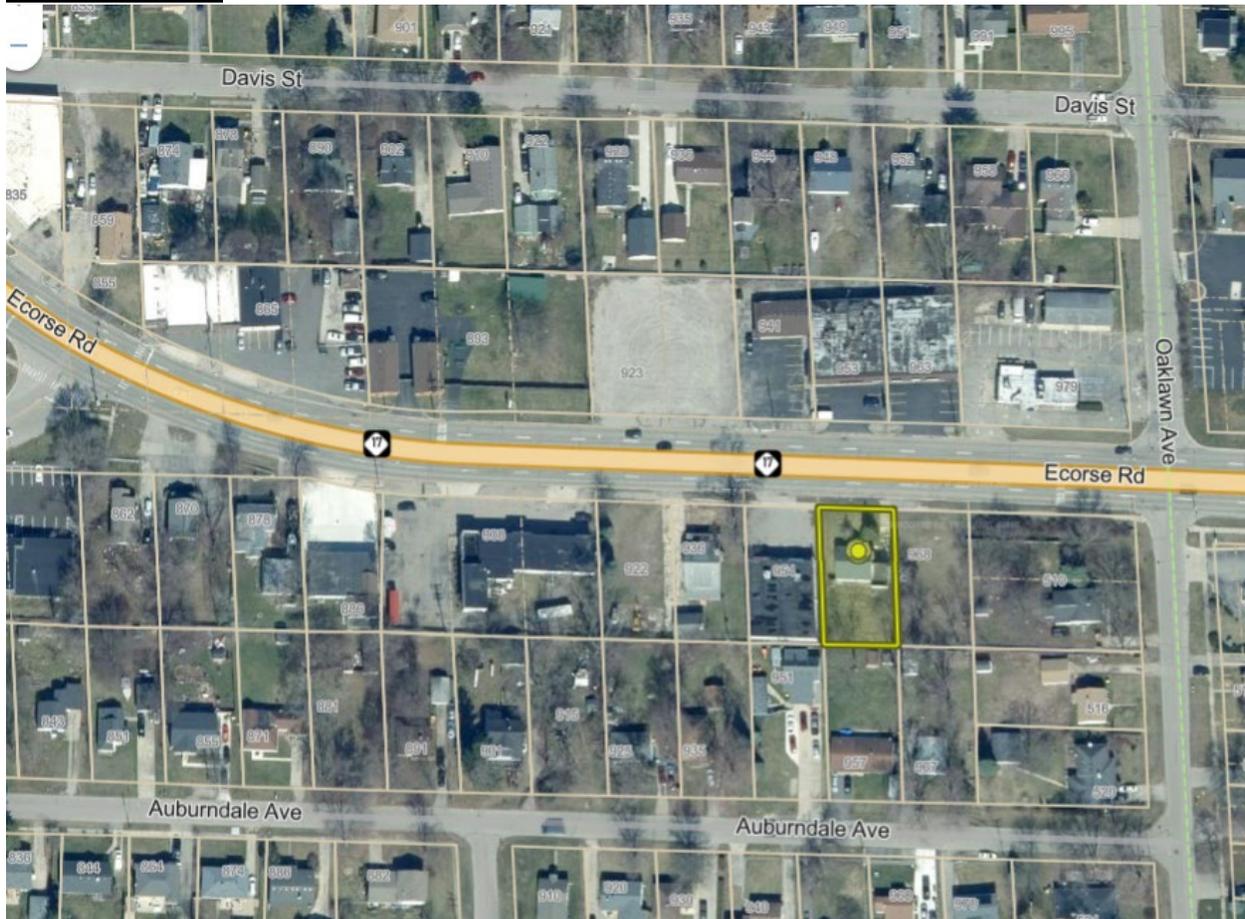
From: Belinda Kingsley, Community Compliance Director

Re: **Request authorization to initiate Circuit Court litigation to abate a public nuisance violation at a property identified as 958 Ecorse Road; funded in account 101-729-801.023.**

Date: April 30, 2025

The Ypsilanti Township Ordinance Department has investigated a public nuisance violation at 958 Ecorse Road. Authorization by the Board of Trustees is requested to abate said violation by initiating Circuit Court litigation.

958 Ecorse Road





The property identified as 958 Ecorse Rd. is located on the south side of Ecorse, west of Oaklawn, in a NC – Neighborhood Corridor zone. It is currently owned by Jaamiah Ajax USA, Inc. and was previously owned by the corporation’s Resident Agent, Abdul Majid Khan. The property was transferred from Mr. Khan to the corporation in 2016. Mr. Khan purchased the property in a foreclosure sale for \$19,900 on December 3, 2008.

There has been an overwhelming multitude of Ordinance violations at this address since it was purchased by Mr. Khan. In the fifteen years of Mr. Khan’s ownership, the only time that the Township did not mow this property was from 2016 – 2018. Most years the mowing has been done numerous times during the growing season. This is not a service we provide for residents, it is a violation, but Mr. Khan has been content to have us provide lawn care services for his property. It is a drain on Township resources to have officers repeatedly inspect a property and arrange for our contract mowing company to perform the mowing.

There have also been many other violations cited, including blight, an unsecured structure and solid waste. Trash accumulation, furniture, and other items of blight have accumulated outside of the house at different times over the years, requiring enforcement action.

The most challenging violation that we have encountered is the failure or refusal to register as a rental or as a vacant structure. The property owner is unresponsive when asked to register, and generally either cancels inspections, or does not show up to provide access. An Administrative Search Warrant was executed in September 2014, while the house was vacant, and the interior and exterior conditions were documented in a 61 page Notice of Violation – Condemnation. The violations included failed roof/gutter systems, boarded up windows, an unsafe fence on the roof porch, mold, electrical system hazards, plumbing, furnace and hot water heater failures, along with unsanitary conditions. Based on our records it appears that the property was brought into compliance in December 2015.

The pattern of the Township attempting to determine if the house is vacant or rented has continued over the years, without cooperation from the property owner. In 2020 he stated that the house is being used for a non-profit business, however it has continued to appear to be vacant and has deteriorated without maintenance being performed. In December 2024, while attempting to gain access for a vacant structure inspection, the property owner stated that he lives in the house!

A Default Judgment was entered on April 3, 2025, by the District Court for failing to appear in Court on the citation issued for not registering a vacant structure. On April 8, 2025, our Ordinance Administrator contacted the property owner after learning that YCUA shut off the water due to constant running water, likely from a broken pipe. Although Mr. Khan stated that



he lived in the house three months prior, he was not aware of the shut off. During this phone conversation he stated that he doesn't stay in the house, and that they use it for storage of religious materials that they periodically retrieve. He also stated that they use it as an office and stay in a hotel when they are in the area. This is interesting because he has provided us with an address on Maplewood as his residence and mailing address.

It is apparent that the property owner is not honest and truthful with the Township regarding the use of the property. We believe it to be vacant, and it has become a source of blight in the community due to the lack of maintenance on the interior and exterior. Therefore, we are requesting approval to initiate Circuit Court litigation to obtain a court order requiring compliance or demolition.

Thank you for your consideration and your continued support for our public nuisance abatement efforts.



Township Supervisor
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YPSILANTI TOWNSHIP

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YPSILANTI TOWNSHIP

— OFFICE OF THE CLERK —

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton

To: Charter Township of Ypsilanti Board of Trustees

From: Belinda Kingsley, Community Compliance Director

Re: **Request authorization to initiate Circuit Court litigation to abate a public nuisance violation at a property identified as 1521 Holmes Rd; funded in account 101-729-801.023.**

Date: April 30, 2025

The Ypsilanti Township Ordinance Department has investigated a public nuisance violation at 1521 Holmes Road. Authorization is requested to abate said violation by initiating Circuit Court litigation.

1521 Holmes Road





The property identified as 1521 Holmes Rd. is located on the northeast corner of Holmes and N Ford Blvd, south of E Clark Rd, in an NB – Neighborhood Business zone. It is owned by Holmes Road Enterprise LLC, with Fadi Kajj of Sylvan Lake, MI listed as the Resident Agent. Holmes Road Enterprise LLC purchased the property in 2016 and continued the existing gas station/convenience store use.

In 2019, the Township initiated litigation against Holmes Road Enterprise LLC regarding the exterior conditions of the property. On December 5, 2019, the parties entered into a Stipulated Order requiring the owner to keep the property free from exterior blight and maintained in conformity with the requirements of the Township’s Fire Marshall. Since that time there have been countless violations of the Order, including many violations not covered by the existing Order.

There have been numerous issues with Liquor Control Commission inspections performed by Township Ordinance Officers, including an LCC hearing held in 2023 based on violations observed during an inspection and submitted to the State of Michigan. At the time of the LCC inspection in 2023, there were also a large number of fire code violations, building code violations and ordinance violations cited. The Fire Marshall condemned the building and required the business to be closed until the necessary fire code repairs and violations were resolved.

After the fire code violations were resolved, the business was permitted to re-open in 2023. Unfortunately, multiple ordinance violations were not resolved and continue to exist despite repeated notifications to the property owner. Specifically, there is an issue with the roof of the building that has caused water damage inside, including the collapse of sections of ceiling tiles and extensive water damage to other tiles. The dumpster enclosure is damaged beyond repair, partially due to a fire in the dumpster in 2023. Additionally, there are structural issues with the building, such as holes in the foundation, an ongoing issue with sanitation on the interior and blight on the exterior of the building, along with unmaintained vegetation.

This property owner does not voluntarily comply with bringing the site into compliance without drastic measures, such as being shut down by the Fire Marshall. The Ordinance Department has requested that the dumpster enclosure be replaced since 2023, trash cans be maintained (installed and emptied) in the parking lot, a roof inspection and repair be performed by a licensed contractor and the overall sanitation of the inside and outside of the building be brought up to standards. Additionally, the property owner needs to remain compliant with the State of Michigan LCC requirements by discontinuing the sale of loose cigarettes and selling drug paraphernalia, both of which are present during each LCC inspection performed.

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At this time, we have devoted enough resources in an effort to gain compliance and are requesting approval to initiate Circuit Court litigation to obtain a permanent Order requiring compliance for the interior of the building and exterior of the property.

Thank you for your consideration and your continued support for our public nuisance abatement efforts.



Township Supervisor
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To: Charter Township of Ypsilanti Board of Trustees

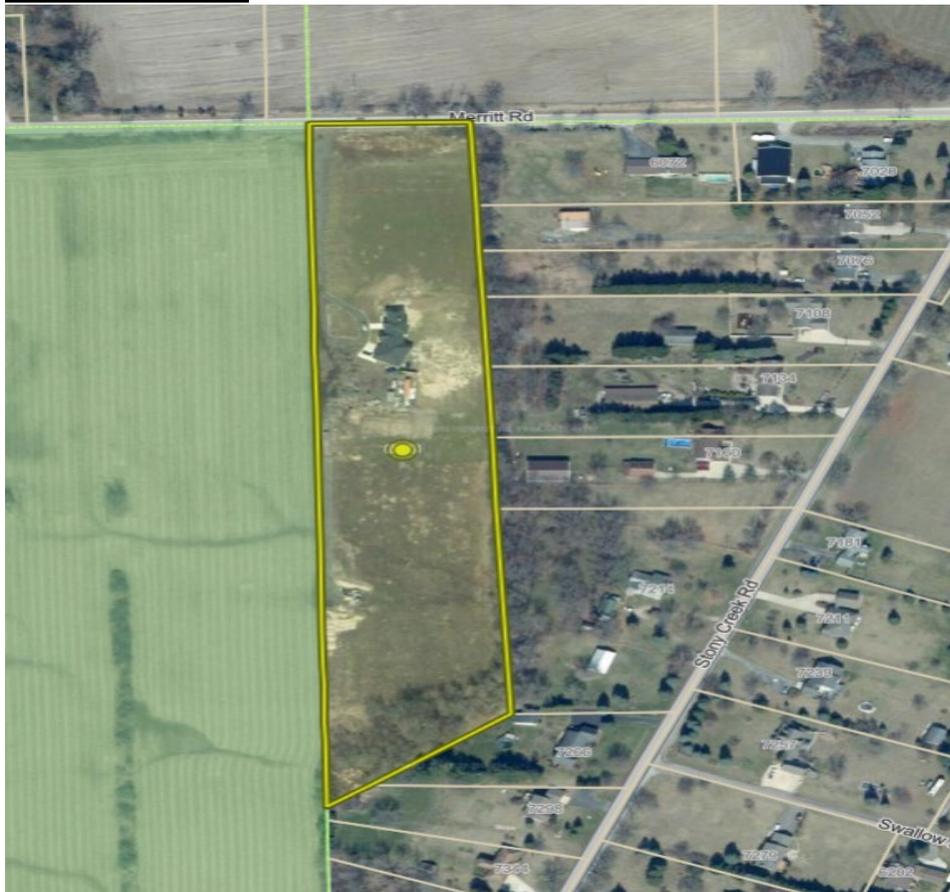
From: Belinda Kingsley, Community Compliance Director

Re: **Request authorization to initiate Circuit Court litigation to abate a public nuisance violation at a property identified as 6016 Merritt Road; funded in account 101-729-801.023.**

Date: April 30, 2025

The Ypsilanti Township Ordinance Department has investigated a public nuisance violation at 6016 Merritt Road. Authorization by the Board of Trustees is requested to abate said violation by initiating Circuit Court litigation.

6016 Merritt Road





The property identified as 6016 Merritt Rd. is a ten-acre parcel located on the south side of Merritt Rd, west of Stony Creek Rd, in an R-1 – One Family Residential zone. It is owned by Daniel and Ancuta Jurca and was purchased in 2021. The property contains a single-family home that was built in 2021.

Prior to constructing their single-family home, the Township received complaints from neighbors that the property owners installed a driveway and used asphalt millings to create a parking area to store semi-trucks, semi-trailers, towing vehicles and other vehicles, in violation of the Township’s Zoning Ordinance. The noise and fumes from idling semi-trucks were also unacceptable to them on their residential properties. This activity was confirmed, and the property owner was advised by the former Planning Director that semi-truck parking and storage of vehicles on this site is not permitted. Additionally, Mr. Jurca was advised that asphalt millings are not a permitted paving material in the Township.

Trucks continued to deliver asphalt millings to the property and the driveway was constructed with approximately 12” of millings. As can be seen in the attached photos, there is also a large pile of millings remaining on the site today. Asphalt millings are harmful to the environment because they contain toxic substances such as petroleum products, lead, solvents and other heavy metals, especially if they come from industrial areas or heavily trafficked roadways. There is potential health issues associated with contact with the millings, along with the environmental concerns when the contaminants leach into the soil and water sources. This property is in an area of the Township that is dependent on well water.

The site was partially brought into compliance during the home building process, except for the asphalt millings. In October of 2024 the Township received complaints from neighbors regarding the truck parking, noise, exhaust fumes, blight and millings. Ordinance Administrator Robert Kelch and Staff Planner Lauren Doppke visited the property and unsuccessfully attempted to make contact with the owner. The property owner came to the township offices and talked to the Planning Coordinator, who advised him of the complaints received and the violations noted during the recent visit. Mr. Jurca’s response was that he would **not** be making the requested changes to his property. A Notice of Violation (NOV) was issued to the property owner on October 16, 2024, detailing the violations noted:

1. Stockpiling of materials is not compliant with Sec. 1157, *Outdoor Storage*, of the Zoning Ordinance. Also, unconsolidated debris, such as wood, is creating a blighted condition, and needs to be cleaned up. The blighted condition is non-compliant with Chapter 26, Article II, *Blight*, of the Township Code.
2. Driveway materials. Asphalt millings are not a permitted driveway material. Per the Township’s Engineering Standards and Design specifications, Driveway material shall be



equal to or better than the road surface the driveway is connected to. Merritt Road is paved which means your driveway must be paved.

3. During your visit to the Township Hall, you stated that you are not using the property as part of a commercial operation. Per Sec. 420, *Residential Use Table*, in the Zoning Ordinance, commercial uses are not permitted in the R-1 zoning district. Also, outdoor storage as part of a Home Occupation is prohibited (Sec. 1102, *Home Occupations*, of the Zoning Ordinance).
4. Outdoor parking of a commercial vehicle (semi-trailer truck) in a residential district is not compliant with Sec. 1157, *Outdoor Storage*, of the Zoning Ordinance.
5. An unpermitted accessory structure in the front yard is not compliant with Sec. 802, *Accessory Buildings and Accessory Uses*, of the Zoning Ordinance. This structure may have been subsequently moved; however, it was constructed without a permit from the Township, which is required by the ordinance. Also, the cargo container located on the site is also non-compliant via this same section.

The property owner was advised in the NOV:

To cure this violation, the Office of Community Standards requests that you immediately replace the driveway with permitted paving materials, remove all stockpiled materials (including unconsolidated asphalt millings), commercial vehicles and trailers parked outside, inoperable vehicles, and refuse from the premises, and submit applications for the necessary permits for the accessory structure no later than October 30, 2024.

On our most recent inspection, via a neighboring parcel, Robert Kelch and I documented with photos that the previous violations remain uncorrected. There is an additional area of blight south of the house that is visible on the attached Google image.

We have been unable to obtain compliance with the Township's Ordinances, and the property owner has defiantly stated that it is his intent not to cooperate. Therefore, we are requesting approval to initiate Circuit Court litigation to obtain a court order requiring compliance.

Thank you for your consideration and your continued support for our public nuisance abatement efforts.

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



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

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton

Photos obtained 4/25/25:



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



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

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Township Supervisor
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Stan Eldridge



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

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton

Photos obtained 10/8/24:



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



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

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

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton



Photos obtained 11/4/20:



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



YPSILANTI TOWNSHIP

— OFFICE OF THE CLERK —

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton



Township Supervisor
Brenda L. Stumbo
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Township Treasurer
Stan Eldridge



YPSILANTI TOWNSHIP

— OFFICE OF THE CLERK —

Trustees
John Newman II
Gloria Peterson
Karen Lovejoy Roe
LaResha Thornton

Google Image 2025



Motion to Amend the 2025 Budget (#6)

Move to increase the General Fund budget by \$130,610 to \$21,277,412 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI
2025 BUDGET AMENDMENT # 6**

MAY 7, 2025

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$130,610.00

Request to increase the budget for contract with Washtenaw County Water Resources Commissioner (WCWRC) for vermin management services by \$128,745. The contract is for \$150,000 and we budgeted for \$21,255. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$128,745.00
			Net Revenues
			\$128,745.00
Expenditures:	Washtenaw County Drains	101-445-818.025	\$128,745.00
			Net Expenditures
			\$128,745.00

Request to increase budget for the damage to the Township's 2014 F250 Ford truck. This will be funded by an insurance reimbursement.

Revenues:	Insurance Reimbursement	101-000-676.012	\$1,865.00
			Net Revenues
			\$1,865.00
Expenditures:	Motor Pool - Misc Repairs	101-770-935.000	\$1,865.00
			Net Expenditures
			\$1,865.00

AUTHORIZATIONS AND BIDS



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: John Hines, Municipal Services Director

Date: April 30, 2025

RE: **Request authorization to accept the bid for \$380,559.71 from KAB Enterprises for the Appleridge Park playground replacement and walkway paving which is funded through the Washtenaw County Development Block Grant program budgeted in GL# 213-901-974.008.**

The Residential Services Department is requesting authorization to accept Spicer Group's updated recommendation of the bid and authorize the signing of the agreement with KAB Enterprises for \$380,559.71 for the paving of the walkway and playground replacement at Appleridge Park which is budgeted in 213-901-974.008 and funded through a Washtenaw County Development Block Grant. This award would be contingent upon the contractor's compliance with all applicable CDBG requirements and approvals.

At the April 1, 2025 Board of Trustees meeting, the board approved The Diamond Firm, Inc. for the project. On April 28, 2025, The Diamond Firm submitted a letter formally withdrawing their bid after they, "determined that they are unable to allocate the necessary resources to ensure the high-quality standard of service both they and the Charter Township of Ypsilanti expect."

KAB Enterprises is being requested for approval due to being the next lowest qualified bidder and their quality of work performed in the Township prior. KAB Enterprises was approved at the July 16, 2024 BOT meeting for the American Rescue Plan Act Funded projects of park improvements at Burns Park and West Willow Park. The work performed at both parks is extremely similar to what is being requested at Appleridge Park, which consists of the playground being replaced and walkway being paved. If KAB is approved, the project will remain on a timeline of completion by Fall 2025.

John Hines
Municipal Services Director
jhines@ypsitownship.org

April 29, 2025

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

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

Dear John:

This letter documents the sequence of events related to the Appleridge Park Improvements project, specifically concerning the bid submitted by The Diamond Firm, Inc., the third-lowest bidder. The project was advertised for bid from January 17, 2025, to February 27, 2025, with a public bid opening held on February 27, 2025. A total of seven bids were received. The three lowest bids were as follows:

1. Best Asphalt, Inc. – \$192,936.40 (formally withdrew due to an incomplete submission)
2. PGA – \$323,650.97 (rejected by the Township due to a determination of non-responsibility)
3. The Diamond Firm, Inc. – \$364,000.00

At the time, The Diamond Firm, Inc. was identified as the lowest responsible bidder based on their submitted qualifications and bid amount. As part of our due diligence, Spicer Group conducted reference checks on both The Diamond Firm and its listed subcontractors. A total of eight references were provided and contacted. References offered positive feedback regarding the firm's performance, quality of work, and professionalism. Based on these findings, and with agreement from both Spicer Group and Ypsilanti Township, The Diamond Firm, Inc. was qualified as a responsible bidder, and the firm was recommended for award. A Notice of Award was subsequently issued on April 9, 2025.

On April 28, 2025, The Diamond Firm, Inc., formally notified both Spicer Group and the Township in writing of their intent to withdraw from the project, citing an inability to allocate the necessary resources to ensure the high-quality standard of service expected by the Township.

The Diamond Firm, Inc. failed to execute and return the signed contract documents and did not furnish the required contract security within the 15 calendar days allowed. Their withdrawal coincided with the 60th calendar day following the bid due date (February 27, 2025), which marked the final day bids were required to remain valid.

Per the Instructions to Bidders, Article 8, Section 8.02:

"If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder

to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults."

Additionally, the Bid Advertisement states:

"Bid Security in the form of a Bid Bond for a sum no less than 5% of the amount of the Bid will be required with each Bid. The OWNER reserves the right to accept any Bid, reject any Bid, or waive irregularities in Bids. No Bid may be withdrawn for a period of 60 calendar days after the scheduled closing time for receipt of bids."

Please let me know if you need further clarification.

Sincerely,



Paige Kipp

SPICER GROUP, INC
230 S. Washington Avenue
Saginaw, MI 48607
Phone: 989-506-0043
Email: paige.kipp@spicergroup.com

Enclosed:

- Copy of Bid Bond
- Copy of Diamond Firms' withdrawal letter
- Copy of the Notice of Award

April 29, 2025

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

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

Dear John:

The Appleridge Park Improvements Project was put out to bid from January 17, 2025, to February 27, 2025, and a bid opening was conducted on February 27, 2025, resulting in seven bids received for the project. The lowest bid was submitted by Best Asphalt Inc. at \$192,936.40; however, they formally withdrew their bid due to an incomplete submission. The second-lowest bid, submitted by PGA in the amount of \$323,650.97, was reviewed but was rejected by the Township. The Township has determined that PGA is not a responsible bidder based on past project experience and the Township has chosen not to proceed with them for this Project. The next lowest bidder was The Diamond Firm, Inc., with a bid of \$364,000.00. However, The Diamond Firm, Inc. formally withdrew their bid on April 28, 2025, citing their inability to allocate the necessary resources to ensure the high-quality standard of service required for the project.

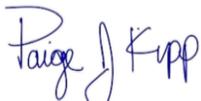
As a result, the next lowest most responsible bidder is KAB Enterprises, Inc., with a bid amount of three hundred eighty thousand five hundred fifty-nine dollars and seventy-one cents (\$380,559.71). KAB Enterprises, Inc. has met all required qualifications and has successfully completed similar projects with the Township in the past.

We recommend awarding the project to KAB Enterprises, Inc., based on the estimated quantities applied to unit prices bid, resulting in a total bid amount of \$380,559.71.

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

If you have any questions or comments, please contact me at (989) 506-0043.

Sincerely,



Paige Kipp

SPICER GROUP, INC
230 S. Washington Avenue
Saginaw, MI 48607
Phone: 989-506-0043
Email: paige.kipp@spicergroup.com
Enclosure: Bid tabulation

Appleridge Park Improvements
 Owner: Ypsilanti
 02/27/2025 10:00 AM EDT

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

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
Date: April 29, 2025

Subject: Request Authorization to accept the bid of \$34,188.45 from Superior Groundcover, Inc. for our annual playground mulch installation for 2025-2026.

The Residential Services Department is requesting authorization to accept the low bid with Superior Groundcover, Inc. for \$34,188.45 for the annual playground mulch service budgeted in GL#101-770-818.011. The price would be \$16,393.20 in 2025 and \$17,795.25 in 2026.

Superior Groundcover provided mulch services for Ypsilanti Township for the 2023-2024 mulch installations. Superior Groundcover is being recommended due to being the lowest bidder and the quality of their past performance.

Township staff accepted six (6) bids at the April 8, 2025 bid opening. They are listed below:

Superior Groundcover Inc.:	\$34,188.45 for 2025-2026
Frank's Landscaping & Supplies:	\$34,748.00 for 2025-2026
Meadows Lawn & Trim:	\$55,480.00 for 2025-2026
Eco Lawns:	\$61,815.00 for 2025-2026
CQC Inc.:	\$85,312.00 for 2025-2026
Berns Landscaping:	\$86,911.89 for 2025-2026

John Hines
Municipal Services Director
jhines@ypsitownship.org
734-544-3515

CHARTER TOWNSHIP OF YPSILANTI
Playground Mulch Contractor
Bid Opening: April 8, 2025 2:00 p.m.

COMPANY NAME	BID AMOUNT	INSURANCE	BOND –IF APPLICABLE
Meadows Lawn & Trim	\$55,480.00	Y	N/A
Superior Groundcover	\$34,188.45	Y	N/A
Berns Landscaping	\$86,911.89	Y	N/A
CQC Inc.	\$85,312.00	Y	N/A
Eco Lawns	\$61,815.00	Y	N/A
Frank’s Landscaping & Supplies	\$34,748.00	Y	N/A

Attachment A

ESTIMATE FORM
2025-26 PLAYGROUND MULCH SERVICES

Contractor: Superior Groundcover Inc.
Primary Contact: Terry Dykstra
Telephone #: 616-293-3156
Date Submitted: 3-31-2025

Pricing Schedule

2025 List:

Bud and Blossom Park:	39 cubic yards	\$35.95 per cubic yard = \$ <u>1,402.05</u>
Clubview Park:	59 cubic yards	\$35.95 per cubic yard = \$ <u>2,121.05</u>
Community Center Park:	43 cubic yards	\$35.95 per cubic yard = \$ <u>1,545.85</u>
Ford Lake Park:	69 cubic yards	\$35.95 per cubic yard = \$ <u>2,480.55</u>
Lakeside Park:	61 cubic yards	\$35.95 per cubic yard = \$ <u>2,192.95</u>
Lakeview Park:	60 cubic yards	\$35.95 per cubic yard = \$ <u>2,157.00</u>
Nancy Park:	57 Cubic Yards	\$35.95 per cubic yard = \$ <u>2,049.15</u>
North Bay:	29 cubic yards	\$35.95 per cubic yard = \$ <u>1,042.55</u>
Rambling Road Park:	39 cubic yards	\$35.95 per cubic yard = \$ <u>1,402.05</u>

TOTAL 2025 CUBIC YARDS: 456 cubic yards

2026 List:

Appleridge Park:	45 cubic yards	\$35.95 per cubic yard = \$ <u>1,617.75</u>
Burns Park:	55 cubic yards	\$35.95 per cubic yard = \$ <u>1,977.25</u>
Clubview Park:	59 cubic yards	\$35.95 per cubic yard = \$ <u>2,121.05</u>
Community Center Park:	43 cubic yards	\$35.95 per cubic yard = \$ <u>1,545.85</u>
Ford Lake Park:	69 cubic yards	\$35.95 per cubic yard = \$ <u>2,480.55</u>
Harris Park:	40 cubic yards	\$35.95 per cubic yard = \$ <u>1,438.00</u>
Loonfeather Point Park:	50 cubic yards	\$35.95 per cubic yard = \$ <u>1,797.50</u>
Sugarbrook Park:	50 Cubic Yards	\$35.95 per cubic yard = \$ <u>1,797.50</u>
North Bay Park:	29 cubic yards	\$35.95 per cubic yard = \$ <u>1,042.55</u>
West Willow Park:	55 cubic yards	\$35.95 per cubic yard = \$ <u>1,977.25</u>

TOTAL 2026 CUBIC YARDS: ⁴⁹⁵~~485~~ cubic yards

TOTAL ESTIMATE FOR PLAYGROUND MULCH SERVICES:

\$ 34,188.45



PLAYGROUND PROJECT REFERENCES

The following is a list of references for work Superior Groundcover has performed with a similar scope of work that the Charter Township of Ypsilanti is requesting, namely, the supply and installation of playground mulch.

City of Dearborn Parks

16901 Michigan Ave.

Dearborn, MI 48126

Gary Filiak, Recreation Specialist

Phone #- 313-520-5285

Superior Groundcover Inc. has installed 800+ cubic yards at the various city parks going back to 2020.

City of Royal Oak Parks

203 S Troy St.

Royal Oak, MI 48067

John Fedele, Superintendent of Recreation

Phone #-248-246-3007

Superior has installed between 400-1,4000 cubic yards since 2019 for the various parks.

City of Ferndale Parks

300 East Nine Mile Rd. Ferndale, MI 48220

Charles Taube, Highway/Parks/DDA Supervisor

Department of Public Works

City of Ferndale

248-546-2525 ext. 605

Superior has installed 350-545 cubic yards since 2023 for the various parks.

City of Monroe

120 East First St.

Monroe, MI 48161

Brad Wiley, Parks Supervisor

Phone #- 734-384-9120

Superior has installed between 200-300 cubic yards since 2019 for the various parks.

OTHER BUSINESS



MEMORANDUM

To: Charter Township of Ypsilanti Board

From: Karen Wallin, Human Resource Manager
Erica Holmes, Human Resource Specialist

CC: Attorney Winters

Date: April 29, 2025

Subject: Request to meet with the Township Board in Closed Session regarding the tentative agreement reached with the TPOAM union, and that following the Closed Session, the item be placed on Board Agenda for approval.

As prior correspondence from Attorney Winters to the Township Board noted, the Township Negotiation Team has reached a 5-year tentative agreement with the TPOAM Bargaining Committee, and the tentative agreement has been voted on and approved by the TPOAM membership.

The Township Negotiation Team is requesting a Closed Session meeting with the Township Board as allowed under MCL 15.268(c) that states “**for strategy and negotiation sessions connected with the negotiation of a Collective Bargaining Agreement if either negotiating party requests a closed hearing.**” During this Closed Session, the Township Negotiation Team will review a PowerPoint Presentation that has been prepared that summarizes all the proposed changes.

Following the Closed Session, the Township Negotiation Team request that the item be placed on the Agenda for approval.

Your consideration in the matter is appreciated. Should you have any additional questions, please contact the HR Department.

PUBLIC COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT
