

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 17, 2026, 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 6:02 pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

Members Not Present: None

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 JANUARY 20, 2026, CLOSED SESSION

**B. MINUTES OF FEBRUARY 3, 2026, REGULAR BOARD MEETING
(WITH CORRECTIONS)**

C. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR FEBRUARY 17, 2026, IN THE AMOUNT OF \$1,575,343.28**
- 2. CLARITY HEALTH CARE DEDUCTIBLE ACH FOR JANUARY 2026, IN THE AMOUNT OF \$54,595.36**

A motion was made by Trustee Peterson 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)

*Audio was delayed and was started 5 minutes into Attorney Winters Report.

There were 2 board member comments. (refer to audio)

There were 3 public comments. (refer to audio)

A motion was made by Clerk Swanson and supported by Trustee Peterson to send another letter requesting support from elected officials.

A friendly amendment by Trustee Lovejoy Roe to include the plutonium quote and to state we have the support of Congresswoman Debbie Dingell. Friendly amendment was accepted by Clerk Swanson and Trustee Peterson.

NEW BUSINESS

1. APPROVE RESOLUTION 2026-01, YPSILANTI COMMUNITY UTILITIES AUTHORITY (YCUA) WATER RESOURCE RECOVERY FACILITY BOND SALE

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Trustee Lovejoy Roe to approve Resolution 2026-01, Ypsilanti Community Utilities Authority (YCUA) Water Resource Recovery Facility Bond Sale. (see attached)

Lovejoy Roe: Yes **Newman:** Yes **Peterson:** Yes **Swanson:** Yes
Stumbo: Yes **Eldridge:** Yes **Thornton:** Yes

The motion carried unanimously.

2. APPROVE GRANT ASSISTANCE SERVICES FROM SPICER GROUP FOR THE 2026 TRUST FUND GRANT APPLICATION TO THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES IN THE AMOUNT OF \$8,000.00, BUDGETED IN LINE #213-753-801.000

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve Grant Assistance Services from Spicer Group for the 2026 Trust Fund Grant Application to the Michigan Department of Natural Resources in the amount of \$8,000.00, budgeted in line #213-753-801.000. (see attached)

The motion carried unanimously.

3. BUDGET AMENDMENT #2

Clerk Swanson read the amendment into the record.

A motion was made by Clerk Swanson and supported by Trustee Peterson to approve Budget Amendment #2. (see attached)

The motion carried unanimously.

AUTHORIZATION AND BIDS

1. SEEK SEALED BIDS FOR ONE (1) NEW FORD 350 TRANSIT VAN TO BE ASSIGNED TO THE RESIDENTIAL SERVICES DEPARTMENT – BUILDING OPERATIONS TEAM, BUDGETED IN LINE #661-268-985.000

A motion was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe to seek sealed bids for one (1) new Ford 350 Transit van to be assigned to the Residential Services Department – Building Operations team, budgeted in line #661-268-985.000.

The motion carried unanimously.

2. SEEK SEALED BIDS FOR ONE (1) NEW FORD 350 SUPER DUTY CREW CAB TO BE ASSIGNED TO THE RESIDENTIAL SERVICES DEPARTMENT – PARKS AND GROUND TEAM, BUDGETED IN LINE #661-268-985.000

A motion was made by Trustee Peterson and supported by Trustee Newman to seek sealed bids for one (1) new Ford 350 Super Duty Crew Cab to be assigned to the Residential Services Department – Parks and Ground team, budgeted in line #661-268-985.000.

The motion carried unanimously.

PUBLIC COMMENTS

There were 4 public comments. (refer to audio)

OTHER BUSINESS

There was no Other Business

BOARD MEMBER COMMENTS

There were no Board Member comments.

ADJOURNMENT

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

The motion carried unanimously.

The meeting was adjourned at approximately 7:38pm.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

APPROVED

RESOLUTION 2026-01
APPROVING CONTRACT
AND AUTHORIZING NOTICE
(Water Resource Recovery Facility Bond Sale)

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 17th day of February, 2026, 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, it is necessary to acquire and construct certain improvements to the water resource recovery facility (the “WRRF”) of the wastewater treatment plant, including but not limited to the replacement of the settling tanks at the WRRF and the replacement of the electrical substation and generator in the solids process building at the WRRF, together with all necessary appurtenances and attachments thereto, to serve the Charter Township of Ypsilanti (the “Township”) and the City of Ypsilanti (the “City”); and

WHEREAS, a contract (the “Contract”) has been prepared among the Township, the City and the Ypsilanti Community Utilities Authority (the “Authority”) whereby the Authority will issue its bonds (the “Bonds”) on behalf of the Township and the City to provide for the financing of costs of the Project; and

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

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Contract is hereby approved and the Supervisor and the Clerk of the Township are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Township; provided, however, that 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 a newspaper of general circulation within the Township, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Township of the details of the proposed Contract and the rights of referendum thereunder.

2. The Township Clerk is directed to publish the attached notice in a newspaper of general circulation within the Township as soon as possible after the adoption hereof.

3. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Debbie Swanson, Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on February 17, 2026, 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.

Debbie 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 "Township") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") and the City of Ypsilanti (the "City") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire, construct and install certain improvements to the water resource recovery facility (the "WRRF") of the wastewater treatment plant, including but not limited to the replacement of the settling tanks at the WRRF and the replacement of the electrical substation and generator in the solids process building at the WRRF, together with all necessary appurtenances and attachments thereto, to serve the Charter Township of Ypsilanti (the "Township") and the City of Ypsilanti (the "City") and will issue its bonds in the principal amount not to exceed \$11,000,000 to finance the cost of the acquisition and construction of such wastewater improvements for the Township and the City AND THE TOWNSHIP WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE ITS PERCENTAGE SHARE OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

TOWNSHIP'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be in the principal amount of not to exceed \$11,000,000, of which the Township's "Local Unit Share" (as that term is defined in the Contract and is based on the Township's annual usage of the wastewater system) is initially 75.77%, subject to adjustment annually, will mature serially over a period of not to exceed twenty-five (25) years, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two and one-half percent (2.500%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Township's pledge of its limited tax full faith and credit for the prompt and timely payment of the Township's obligations as expressed in the Contract. THE TOWNSHIP WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE TOWNSHIP TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY ITS SHARE OF THE PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE TOWNSHIP 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 Township without vote of the electors as permitted by law unless a petition requesting an election on the question of the Township entering into the Contract, signed by not less than 10% of the registered electors of the Township, 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 Township 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.

Debbie Swanson
Clerk, Charter Township of Ypsilanti

45452752.2/099369.00056

Miller, Canfield, Paddock and Stone, P.L.C.

February 6, 2026

John Hines
Ypsilanti Charter Township Recreation & Parks
7200 South Huron River Dr
Ypsilanti, MI 48198

RE: Concept Design & 2026 DNR Trust Fund Grant – North Bay Park Trail
Ypsilanti Charter Township, Washtenaw County, MI
Letter Agreement for Professional Services

Dear John:

It was good talking with you today. Per our conversation, we are furnishing you with a letter agreement to assist with a concept plan and a DNR Trust Fund grant application through the Michigan Department of Natural Resources (DNR). The grant proposal will need to be completed by April 1, 2026.

PROJECT BACKGROUND

The Township would like to make improvements to a portion of the North Bay Park Boardwalk. The boardwalk has been installed for over 30 years and in need of repair and updates. The Trust Fund Grant would focus on repairing/replacing the 5 or 6 bridges along the boardwalk.

Listed below is our proposed scope of work to assist with this project.

SCOPE OF WORK

Spicer Group proposes the following services: They are phased to reflect the orderly and reasonable progress of the project and, unless otherwise directed by you, we will only proceed from one phase to the next with your concurrence and approval.

CONCEPT PLAN

- A. Spicer will develop an overall concept plan for the park using an aerial image as the base with potential improvements depicted as overlay images.
- B. Visit the park and review the area of the proposed park improvements.
- C. We will develop a preliminary estimate of cost for the proposed improvements and work with the County to apply for the Trust Fund DNR grant.
- D. We will submit the concept plan and estimate to you for review and discussion.

Spicer will complete the concept plan and estimate based on the review

GRANT APPLICATION

It has been determined that Ypsilanti Charter Township will apply for the Michigan Natural Resources Trust Fund (MNRTF) Grant, all grant work would need to be completed by April 1, 2026.

- A. Produce the project location map and the project boundary map.
- B. Review and complete the environmental checklist with the County.
- C. Write the supporting grant text.

- D. Include project photos.
- E. Produce and submit the Transmittal Letters and Notice of Intent forms to the regional planning house.
- F. Compile and upload all the requirements for the grant applications in the MiGrants system.

YPSILANTI TOWNSHIP’S RESPONSIBILITIES

The following items are necessary for successful completion of the project, but are expected to be provided or performed by the Township and are not included in our Scope of Work:

- A. Assist with and provide information for the grant application form as needed (i.e., property deeds, plat map information, building plans, property descriptions, etc.)
- B. Obtain commitment letters from any cash donors.
- C. Obtain attorney signature on documentation of site control form, if required.
- D. Include the application as an agenda item, open to discussion at a regular public meeting prior to the Township’s approval of a resolution supporting the grant and committing the funds.
- E. Produce an Affidavit of Publication documenting proper advance notice of public meetings/hearings held for comment on the project.
- F. Produce approved public meeting minutes.
- G. Certify a resolution from Ypsilanti Township, regarding the application, committing the matching funds prior to the grant due date.
- H. Solicit and collect letters of support from the community.
- I. Review and submit final submittal documents through the MiGrants system.

ADDITIONAL SERVICES

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

FEE SCHEDULE

Our proposed fee schedule follows. We will bill you hourly based upon our effort completed during the billing period. We will submit invoices to you for our professional services, any additional authorized services, and any reimbursable expenses. Unless other payment arrangements are made, we will include any of our project subconsultants costs on our invoice including a 10% fee to cover taxes, administration, and insurance.

Concept Plan and Preliminary Estimate of Cost billed hourly	\$3,500
DNR Grant Application Estimate of Cost billed hourly	<u>\$4,500</u>
Total Fee	<u>\$8,000</u>

Please note that if additional narrative or documents are required once the preliminary score is released in September 2026, those services will be billed hourly and not included in the estimated grant application cost above.

We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if

the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return one of the enclosed copies to us.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



Cynthia A. Todd, PLA
Director of Planning, Parks and Recreation

SPICER GROUP, INC.
230 S. Washington Avenue
Saginaw, MI 48607
Phone: (989) 754-4717 ext. 5522
Fax: (989) 754-4440
mailto: cynthia.todd@spicergroup.com

Cc: SGI File 140102SG2026
KSL, Acctg.
Attachments: General Conditions & Hourly Rate sheet

Above proposal accepted and approved by Owner.

YPSILANTI CHARTER TOWNSHIP

By: _____
Authorized Signature

Printed Name

Title

Date: _____

By: _____
Authorized Signature

Printed Name

Title

Date: _____

GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

SECTION 1 - GENERAL

1.1 The Agreement. This Agreement is made by and between SPICER GROUP, INC. (hereinafter referred to as "PROFESSIONAL") and the client who accepted the attached proposal (hereinafter referred to as "CLIENT"). The Agreement between the parties consists of these General Conditions for Professional Services, as well as the attached proposal, and any exhibits or attachments noted in the proposal. Together, these items shall constitute the entire Agreement between the parties and supersedes any prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing between the parties. CLIENT represents that it has full authority to enter into this Agreement and that the representative signing this Agreement for CLIENT has full authority to do so. CLIENT further represents that it has all right, title and interest to the project to which the services under this Agreement are being provided.

1.2 Ownership of Instruments of Service. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by PROFESSIONAL are instruments of service and shall remain the property of PROFESSIONAL. PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyrights thereto.

1.3 Covenant not to Hire. CLIENT agrees that during the term of this Agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by PROFESSIONAL.

1.4 Standard of Care. Services performed by PROFESSIONAL under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under the same or similar conditions. PROFESSIONAL provides no warranty, guarantee or other representation, express, implied or otherwise, in connection with this Agreement, or in any report, opinion, document or other deliverable or instruments of service.

1.5 Defects in Service. CLIENT and CLIENT's personnel, contractors and subcontractors shall, upon discovery, promptly notify PROFESSIONAL in writing of any defects or deficiencies in PROFESSIONAL's services, in order that PROFESSIONAL may take measures which in PROFESSIONAL's opinion will minimize the consequences of such defect or deficiency in service. PROFESSIONAL shall not be responsible for additional costs due to delay in reporting defects in service.

1.6 Reimbursable Expenses. Reimbursable expenses mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by CLIENT, overtime requiring higher than regular rates.

1.7 Standard Hourly Rates. The standard hourly rates used as a basis for payment mean those rates in effect at the time that the service is performed, for all PROFESSIONAL's personnel engaged directly on the project, including, but not limited to, architects, engineers, Spicer Group, Inc.

surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 Limitation of Liability. In recognition of the relative risks and benefits of the project to both PROFESSIONAL and CLIENT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, that the total liability, in the aggregate, of PROFESSIONAL and PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees, costs and expenses, shall not exceed \$8,000 monthly or the total compensation received by PROFESSIONAL under this Agreement, whichever is greater. 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.

1.9 Indemnification. PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees from and against damages or liabilities, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement including that of its subconsultants or anyone for whom the PROFESSIONAL is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants from and against damages or liabilities, to the extent caused by CLIENT's negligent acts, errors or omissions in connection with the project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.

Neither CLIENT nor PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 Severability. Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 Survival. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

1.13 Betterment. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment, upgrades,

or added value to the project, regardless of whether PROFESSIONAL or PROFESSIONAL's officers, directors, partners, employees or subconsultants is determined to have caused or contributed to such cost or expense.

1.14 Mediation. Any claims or disputes made during design, construction or after completion of the project between the CLIENT and PROFESSIONAL shall be submitted to non-binding mediation. CLIENT and PROFESSIONAL agree to include a similar mediation agreement with all contractors, subcontractors, consultants, suppliers and fabricators, thereby providing mediation as the primary method for dispute resolution between all parties. Unless otherwise agreed in writing, the mediation shall be governed by the current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

1.15 Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, PROFESSIONAL may request an appropriate adjustment of this Agreement. PROFESSIONAL shall notify CLIENT of the changed conditions necessitating an adjustment, and PROFESSIONAL and CLIENT shall promptly and in good faith enter into discussions for an appropriate adjustment of this Agreement to address the changed conditions.

1.16 Hazardous Materials. Both parties acknowledge that PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. As such, under no circumstance shall PROFESSIONAL have any responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site or any adjacent area that may affect the project.

1.17 Governing Law & Jurisdiction. CLIENT and PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the state where the work is performed.

SECTION 2 – FINANCIAL & USE OF DOCUMENTS

2.1 Billing and Payment Terms. *Payment Due:* Invoices shall be submitted by PROFESSIONAL (monthly) payment is due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.2 Suspension of Services. If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, PROFESSIONAL may elect to suspend performance of service upon ten (10) calendar days notice to CLIENT. PROFESSIONAL shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by CLIENT. Upon payment in full by CLIENT, PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for PROFESSIONAL to resume performance.

2.3 Termination of Services. If CLIENT fails to make payment to PROFESSIONAL in accordance with the payment terms herein, this Spicer Group, Inc.

shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by PROFESSIONAL upon ten (10) calendar days' notice to CLIENT. PROFESSIONAL shall be paid in full for all services performed and expenses incurred through the date of termination upon presentment of PROFESSIONAL's final invoice. CLIENT shall have no right to withhold, back-charge or set-off against any amounts owed to PROFESSIONAL, regardless of whether the invoice or amount owed is for a monthly, suspension or termination related invoice.

2.4 Collection of Costs. In the event legal action is necessary to enforce the payment terms of this Agreement, PROFESSIONAL shall be entitled to collect from CLIENT any sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by PROFESSIONAL in connection therewith and, in addition, the reasonable value of PROFESSIONAL's time and expenses spent in connection with such collection action, according to PROFESSIONAL's hourly fee schedule.

2.5 Delays. The CLIENT agrees that PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by PROFESSIONAL to perform its services in an orderly and efficient manner, PROFESSIONAL shall be entitled to an equitable adjustment to its schedule and/or compensation.

2.6 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, CLIENT agrees that all such electronic files are instruments of service of PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of PROFESSIONAL. CLIENT further agrees to waive all claims against PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than PROFESSIONAL.

CLIENT and PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either CLIENT or PROFESSIONAL are subject to review and acceptance by the other party. Additional services by PROFESSIONAL made necessary by changes to the electronic file specifications shall entitle PROFESSIONAL to additional compensation.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless PROFESSIONAL, its officers, directors, employees and subconsultants from and against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made to the electronic file by anyone other than PROFESSIONAL or from any reuse of the electronic files without the prior written consent of PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by CLIENT be deemed a sale by PROFESSIONAL, and PROFESSIONAL makes no warranties, either expressed or implied, of merchantability and/or fitness for any particular purpose. In no event shall PROFESSIONAL be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

2.7 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, CLIENT understands that PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the contractor's method of pricing, and that PROFESSIONAL's opinions of probable construction costs are made on the basis of PROFESSIONAL's judgment and experience. PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of any construction work will not vary from PROFESSIONAL's opinion of probable construction costs.

SECTION 3 – PROJECT PERFORMANCE

3.1 Design Without Construction Administration. Unless Authorized, it is understood and agreed that PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the contractor's performance or any other construction phase services, and that such services will be arranged by CLIENT. CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and CLIENT waives any claims against PROFESSIONAL that may be in any way connected thereto.

3.2 Record Drawings. If authorized by the Agreement, upon completion of the construction work, PROFESSIONAL shall compile for and deliver to CLIENT a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which PROFESSIONAL is entitled to rely upon, PROFESSIONAL cannot and does not warrant or make any other representation as to the accuracy of the Record Documents.

3.3 Contingency Fund. CLIENT and PROFESSIONAL agree that certain increased cost and changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the drawings and specifications prepared by PROFESSIONAL and, therefore, that the final construction cost of the project may exceed the estimated construction cost and/or the cost of the work in any construction contract. CLIENT agrees to set aside a minimum reserve in the amount of not less than 10 percent of the project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim directly or through any other party against PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such Spicer Group, Inc.

changes or because of any claims made by the contractor relating to such changes.

3.4 Lenders' Requirements. PROFESSIONAL shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of PROFESSIONAL, increase PROFESSIONAL's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

3.5 Client Requested Substitutions. Upon request by CLIENT, PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by CLIENT's consultants or contractors. PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by PROFESSIONAL with those of PROFESSIONAL's subconsultants and CLIENT's consultants, as additional services. PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 Certifications, Guarantees and Warranties. PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in PROFESSIONAL having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. CLIENT also agrees not to make resolution of any dispute with PROFESSIONAL or payment of any amount due to PROFESSIONAL in any way contingent upon PROFESSIONAL's signing any such certification.

3.7 Underground Improvements. If requested, PROFESSIONAL and/or its subconsultants will provide services to conduct research that, in its professional opinion, is necessary and will prepare a plan indicating the locations for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by PROFESSIONAL and/or its subconsultant will be performed in a manner consistent with PROFESSIONAL'S professional standard of care. CLIENT understands and recognizes, however, that such research may not identify all underground improvements and that the information upon which PROFESSIONAL reasonably relies may contain errors or may be incomplete. Therefore, CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Consultant and anyone for whom the Consultant may be legally liable for damages to underground improvements resulting from subsurface penetrations in locations established by PROFESSIONAL that are based on properly filed and available records of said underground improvements.

3.9 Permits and Approvals. PROFESSIONAL shall assist CLIENT in applying for those permits and approvals normally required by law for projects similar to the one for which PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by PROFESSIONAL and included in the scope of services of this Agreement.

3.10 Jobsite Safety. Neither the professional activities of PROFESSIONAL, nor the presence of PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. PROFESSIONAL and its personnel have no

authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in CLIENT's contract with the contractor. CLIENT also agrees that its contract with the contractor shall provide that CLIENT, PROFESSIONAL, and PROFESSIONAL's subconsultants shall be indemnified by the contractor and shall be made additional insureds under the contractor's policies of general liability insurance.

3.11 Construction Observation. PROFESSIONAL shall visit the site, if requested and authorized, at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and PROFESSIONAL, to generally observe the construction work and answer any questions that CLIENT may have. However, PROFESSIONAL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the contract documents. If CLIENT desires PROFESSIONAL to perform more frequent or comprehensive observations of the construction work, this Agreement shall be amended to specifically state the additional scope of service, along with the additional compensation to be paid to PROFESSIONAL for performing such service.

PROFESSIONAL shall not supervise, direct or have control over the contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the construction work. These are solely the obligation and responsibility of the contractor.

PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the construction work, or any agents or employees of any of them. PROFESSIONAL shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents, the construction documents, or any applicable laws, codes, rules or regulations.

3.12 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of existing structures requires that certain assumptions be made by PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without CLIENT expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, CLIENT agrees to bear all costs, losses and expenses, including the cost of any necessary additional services of PROFESSIONAL, arising from the discovery of concealed or unknown conditions in any existing structures that are part of the project and PROFESSIONAL'S scope of service.

3.13 Construction Layout. If requested by CLIENT, or other authorized party, as detailed in the scope of services or as an additional service to this Agreement, PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by PROFESSIONAL, staged and scheduled as requested by the contractor. After the stakes are set, it shall be the contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the contractor's negligence it shall be reset by PROFESSIONAL at the direction of CLIENT. The cost for resetting the stakes shall be paid to PROFESSIONAL by CLIENT.

3.14 Right of Entry. If applicable to the scope of services, CLIENT shall provide for PROFESSIONAL's right to enter from time to time property owned or controlled by CLIENT and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not the responsibility of PROFESSIONAL.

3.15 Buried Utilities. If applicable to the scope of services, CLIENT will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to CLIENT a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. CLIENT will approve the location of these penetrations prior to their being made and will authorize PROFESSIONAL to proceed.

3.16 Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or PROFESSIONAL. PROFESSIONAL'S services under this Agreement are being performed solely for CLIENT'S benefit, and no other party or entity shall have any claim against PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder.

3.17 Waiver of Consequential Damages. CLIENT and PROFESSIONAL waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination or suspension of this Agreement.

3.18 Contractor Submittals. If requested, PROFESSIONAL shall review contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plan and specifications issued by PROFESSIONAL. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. PROFESSIONAL's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by PROFESSIONAL, of any construction means, methods, techniques, sequences or procedures. PROFESSIONAL's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.19 Project Information. PROFESSIONAL shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, including services and information provided by other design professionals or consultants directly to CLIENT. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

SECTION 4 – MODIFICATIONS TO THE GENERAL CONDITIONS

4.1 None.

Spicer Group, Inc.
Standard Hourly Rates Effective January 2026

Administrative Assistant I	\$88.00	Designer I	\$132.00	Project Coordinator III	\$136.00
Administrative Assistant II	\$100.00	Designer II	\$152.00	Project Engineer I	\$180.00
Administrative Assistant III	\$108.00	Designer III	\$172.00	Project Engineer II	\$184.00
Architect I	\$140.00	Director	\$260.00	Project Engineer III	\$192.00
Architect II	\$172.00	Environmental Technician	\$132.00	Project Manager I	\$200.00
Architect III	\$200.00	Executive Vice President	\$280.00	Project Manager II	\$220.00
Assessment Analyst	\$132.00	Field Engineer I	\$148.00	Project Manager III	\$240.00
Bridge Technician I	\$148.00	Field Engineer II	\$168.00	Project Surveyor I	\$208.00
Client Development Specialist I	\$132.00	Field Manager I	\$148.00	Project Surveyor II	\$244.00
Client Development Specialist II	\$220.00	Field Manager II	\$168.00	Quality Manager	\$188.00
Client Development Specialist III	\$240.00	Funding Administrative Assistant	\$112.00	Regional Manager	\$224.00
Client IT Technician I	\$132.00	Funding Administrator	\$132.00	Senior Client Development Specialist	\$248.00
Client IT Technician II	\$176.00	GIS Specialist I	\$152.00	Senior Designer I	\$188.00
Client IT Technician III	\$220.00	GIS Specialist II	\$160.00	Senior Project Manager I	\$248.00
Construction Manager I	\$184.00	Intern I	\$88.00	Senior Project Manager II	\$288.00
Construction Manager II	\$194.00	Intern II	\$96.00	Senior Technical Advisor	\$248.00
Construction Manager III	\$204.00	Intern III	\$108.00	Senior Technician I	\$136.00
Construction Project Manager I	\$204.00	Intern IV	\$116.00	Senior Technician II	\$164.00
Construction Project Manager II	\$220.00	Landscape Architect I	\$180.00	Senior Vice President	\$272.00
Construction Services Technician I	\$128.00	Landscape Designer	\$152.00	Staff Biologist	\$136.00
Construction Services Technician II	\$148.00	LiDAR Technician	\$172.00	Survey Technician I	\$104.00
Construction Services Technician III	\$168.00	Materials Lab Manager	\$184.00	Survey Technician II	\$116.00
Controls Technician	\$164.00	Office Technician	\$124.00	Technical Advisor	\$176.00
Crew Chief I	\$156.00	Planner I	\$136.00	Technical Manager	\$192.00
Crew Chief II	\$192.00	Practice Lead	\$232.00	Technician I	\$96.00
Crew Chief III	\$216.00	President/CEO	\$300.00	Technician II	\$108.00
Design Engineer I	\$152.00	Project Administration Manager	\$160.00	Technician III	\$120.00
Design Engineer II	\$160.00	Project Coordinator I	\$112.00	Vice President	\$260.00
Design Engineer III	\$164.00	Project Coordinator II	\$132.00		

Overtime rates for hourly workers will be charged at 1-1/2 times the above rates. Standard Hourly Rates are subject to change on an annual basis.

**CHARTER TOWNSHIP OF YPSILANTI
2026 BUDGET AMENDMENT # 2**

February 17, 2026

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL FUND **Total Increase** \$10,664.00

Request to increase the budget for Board approved TPOAM #2 employee wage increase and FICA. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$10,664.00
		Net Revenues	<u><u>\$10,664.00</u></u>
		<u>Departments</u>	
Expenditures:	Salary - Permanent Wages	Computer Support 101-228-706-000	\$5,734.00
	FICA	Computer Support 101-228-715.000	\$437.00
	Salary Supervision	Building Ops 101-265-705-000	\$1,142.00
	FICA	Building Ops 101-265-715.000	\$88.00
	Permanent Wages	Community Development 101-703-706.000	\$1,888.00
	FICA	Community Development 101-703-715.000	\$145.00
	Salary Supervision	Park & Ground 101-770-705-000	\$1,142.00
	FICA	Park & Ground 101-770-715.000	\$88.00
		Net Expenditures	<u><u>\$10,664.00</u></u>

213 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII) **Total Increase** \$68,926.00

Request to increase the budget for the damage done by a Washtenaw County Roads truck to our sign at our 1405 Holmes Road location. The cost of repairs will be funded 100% by a reimbursement from Washtenaw County Road Commission in lieu of filing an insurance claim.

Revenues:	Insurance Reimbursement	213-000-676.012	\$8,295.00
		Net Revenues	<u><u>\$8,295.00</u></u>
Expenditures:	Maintenance contractual	213-753-818.011	\$8,295.00
		Net Expenditures	<u><u>\$8,295.00</u></u>

Request to carryforward the budget approved December 2, 2025 for Spicer Group to perform construction engineering administration for the bathroom renovation at the Community Center. This will be funded by a CBDG grant.

Revenues:	CDBG - Washtenaw Co Comm Dev	213-000-522.002	\$23,400.00
		Net Revenues	<u><u>\$23,400.00</u></u>
Expenditures:	Cap Outlay - Community Ctr Improv	213-901-975.535	\$23,400.00
		Net Expenditures	<u><u>\$23,400.00</u></u>

Request to carryforward remaining budget approved November, 2025 for Tetra Tech Inc to perform HAZMAT survey for the bathroom renovation at the Community Center. This will be funded by a CBDG grant.

Revenues:	CDBG - Washtenaw Co Comm Dev	213-000-522.002	\$3,432.00
		Net Revenues	<u><u>\$3,432.00</u></u>
Expenditures:	Cap Outlay - Community Ctr Improv	213-901-975.535	\$3,432.00
		Net Expenditures	<u><u>\$3,432.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2026 BUDGET AMENDMENT # 2**

February 17, 2026

CONTINUE (BSRII)

Request to increase the budget for the continued work of MDOT on the 2022 Huron Bridge Project. There are still some lagging invoices outstanding. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	213-000-699.999	\$33,799.00
		Net Revenues	<u>\$33,799.00</u>
Expenditures:	Huron Bridge Pathway	213-901-986.010	\$33,799.00
		Net Expenditures	<u>\$33,799.00</u>

230 - RECREATION FUND	Total Increase	<u>\$4,627.00</u>
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Request to increase the budget for Board approved TPOAM #2 employee wage increase and health care savings. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	230-000-699.999	\$4,627.00
		Net Revenues	<u>\$4,627.00</u>
Expenditures:	Salary - Permanent Wages	230-754-706.000	\$4,298.00
	FICA	230-754-715.000	\$329.00
		Net Expenditures	<u>\$4,627.00</u>

266 - LAW ENFORCEMENT FUND	Total Increase	<u>\$38,521.00</u>
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Request to increase the budget for Board approved TPOAM #2 employee wage increase and health care savings. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	266-000-699.999	\$38,521.00
		Net Revenues	<u>\$38,521.00</u>
Expenditures:	Permanent Wages	<u>Departments</u>	
	FICA	Community Engagement	266-303-706.000
	Salary Supervision	Community Engagement	266-303-715.000
	Permanent Wages	Ordinance	266-304-705.000
	FICA	Ordinance	266-304-706.000
		Ordinance	266-304-715.000
		Net Expenditures	<u>\$38,521.00</u>

597 - COMPOST FUND	Total Increase	<u>\$3,859.00</u>
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Request to increase the budget for Board approved TPOAM #2 employee wage increase and health care savings. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	597-000-699.999	\$3,859.00
		Net Revenues	<u>\$3,859.00</u>
Expenditures:	Salary Supervision	597-590-705-000	\$3,584.00
	FICA	597-590-715.000	\$275.00
		Net Expenditures	<u>\$3,859.00</u>