

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 25, 2013 REGULAR MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

A. 7:00 P.M. – 2014 FISCAL YEAR BUDGET (PUBLIC HEARING SET AT THE OCTOBER 28, 2013 REGULAR MEETING)

The public hearing opened at 7:05 p.m.

Jo Ann McCollum, Township Resident questioned if ownership of the Tyler Dam had been established.

Supervisor Stumbo said it had not.

Arloa Kaiser, Township Resident complimented the Ordinance Department for giving immediate attention to the needs of residents.

Supervisor Stumbo provided a brief explanation of the budget process.

Trustee Eldridge said the budget was well done and asked that a zero based budget system be considered for next year to eliminate line item transfers. He also asked if the \$12,000 grant received for the Recreation Department would allow for a decrease their budget.

Art Serafinski, Recreation Director explained writing the grant and planning the budget had occurred at the same time and the hope was they would complement each other. He explained that since that time a need to replace tables for the seniors had been presented, as well as the extra cost for the sound system and the cost to get extra chairs, and he hoped not to decrease the budget.

The public hearing closed at 7:10 p.m.

PUBLIC COMMENTS

Dennis Dickson, Valley View Neighborhood Watch expressed his concern regarding safety issues with snow removal ordinances, leaf removal ordinance, inspection of rental properties within 48 hours after vacancy and traffic control.

CONSENT AGENDA

- A. MINUTES OF THE OCTOBER 28, 2013 WORK SESSION AND REGULAR MEETING**
- B. STATEMENTS AND CHECKS FOR NOVEMBER 11 & 25, 2013**
- C. OCTOBER 2013 TREASURER'S REPORT**

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the Consent Agenda. The motion carried unanimously.

TRUSTEE REPORT

Trustee Eldridge suggested he and Trustee Mike Martin contact the University of Michigan Traffic Institute (UMTRI), to see if any students were interested in a project to study Mr. Dickerson's traffic safety concerns. He said their recommendations could be forwarded to the Washtenaw County Road Commission.

ATTORNEY REPORT

A. 2985 WASHTENAW-FORMER YPSI-ARBOR LANES

Attorney Winters provided a brief overview of the issues surrounding the removal of the asphalt parking lot at the former Ypsi-Arbor Lanes property. He said the lot was temporarily being patched but quotes for cash bonds were being obtained to assured the removal of the asphalt by April 15, 2014.

NEW BUSINESS

1. 1ST READING RESOLUTION NO. 2013-35, PROPOSED ORDINANCE NO. 2013-433, FIRE INSURANCE REQUIREMENT FOR RENTAL HOMES

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 1st Reading of Resolution No. 2013-35, proposed Ordinance No. 2013-433, Fire Insurance requirement for rental homes (see attached).

Discussion followed regarding a process of enforcement.

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Hall Currie:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes		

2. REQUEST OF PASTOR THOMAS FIELDS, NEW LIFE MINISTRIES-MISSIONS TO PURCHASE TOWNSHIP OWNED PROPERTY LOCATED AT 116 S. HARRIS ROAD IN THE AMOUNT OF \$2,000

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the request of Pastor Thomas Fields, New Life Ministries-Missions to purchase Township owned property located at 116 S. Harris Road in the amount of \$2,000 plus the closing costs. The motion carried unanimously.

3. MICHIGAN LAND BANK AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI AND THE STATE OF MICHIGAN, CONTINGENT UPON THE INCLUSION OF ATTORNEY RECOMMENDATION AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Michigan Land Bank Agreement between the Charter Township of Ypsilanti and the State of Michigan, contingent upon the inclusion of attorney recommendation and to authorize signing of the agreement (see attached). The motion carried unanimously.

Attorney Doug Winters provided a brief synopsis of the land bank and explained that it would provide more exposure for redevelopment of properties.

4. REQUEST OF KAREN WALLIN, HR DEPARTMENT FOR AUTHORIZATION TO INCREASE EMPLOYEE 2014 HEALTH CARE CONTRIBUTIONS FROM \$20/PER PAY TO \$50/PER PAY AND TO AUTHORIZE SIGNING OF THE AGREEMENTS WITH EACH UNION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the increase to the Employee 2014 Health Care contributions from \$20/per pay to \$50/per pay and to authorize signing of the agreements with each union (see attached). The motion carried unanimously.

Karen Wallin, HR Department explained there was a need to focus on educating Township employees on ways to assist in lowering health care costs.

5. RESOLUTION NO. 2013-43 ECONOMIC VITALITY INCENTIVE PROGRAM (EVIP) PART 3

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2013-43 Economic Vitality Incentive Program (EVIP) Part 3 (see attached). The motion carried unanimously.

6. REQUEST OF KAREN WALLIN, HR DEPARTMENT TO CREATE A NEW POSITION OF MECHANIC I / EQUIPMENT OPERATOR WITH LEVEL 17 CLASSIFICATION BY COMBINING TWO VACANT AFSCME POSITIONS (MECHANIC AND EQUIPMENT OPERATOR) AND TO POST AND FILL THE POSITION

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the creation of a new position of Mechanic I / Equipment Operator with Level 17 Classification by combining two vacant AFSCME positions (Mechanic and Equipment Operator) and to post and fill the position. The motion carried unanimously.

7. RESOLUTION NO. 2013-42, CONNECTING COMMUNITIES INITIATIVE GRANT

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve Resolution No. 2013-42, Connecting Communities Initiative Grant (see attached). The motion carried unanimously.

8. REQUEST OF DEBORAH AUE, RECREATION COORDINATOR TO ACCEPT THE HELEN MCCALLA TRUST – SENIOR GRANT IN THE AMOUNT OF \$12,608 AND TO AUTHORIZE SIGNING THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to accept the Helen McCalla Trust–Senior Grant in the amount of \$12,608 and to authorize signing the agreement. The motion carried unanimously.

9. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE NON-MOTORIZED PATHWAY AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND THE WASHTENAW COUNTY ROAD COMMISSION IN THE AMOUNT OF \$1,413,609 WITH FUNDS DISPERSED IN 2014 AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Non-Motorized Pathway Agreement between Ypsilanti Township and the Washtenaw County Road Commission in the amount of \$1,198,559 with funds dispersed in 2014 and to authorize signing of the agreement (see attached). The motion carried unanimously.

Supervisor Stumbo stated a revised agreement with the reduced amount was distributed to the Board.

10. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO APPROVE RICOH PROPOSAL FOR DOCUMENT WORKFLOW ASSESSMENT IN THE AMOUNT OF \$4,376.40, BUDGETED IN LINE ITEM #101.266.000.801.000, CONTINGENT UPON ATTORNEY REVIEW, BUDGET AMENDMENT APPROVAL AND TO AUTHORIZE SIGNING OF THE PROPOSAL

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to approve the Ricoh proposal for Document Workflow Assessment in the amount of \$4,376.40, budgeted in line item #101.266.000.801.000, contingent upon attorney review, budget amendment approval and to authorize signing of the proposal. The motion carried unanimously.

11. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1754 E. MICHIGAN AVENUE AND 5378-5500 MORGAN ROAD, BUDGETED IN LINE ITEM #101.950.000.801.023

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to authorize legal action in Washtenaw County Circuit Court to abate public nuisance for properties located at 1754 E. Michigan Avenue and 5378-5500 Morgan Road, budgeted in line item #101.950.000.801.023.

Mike Radzik, OCS Director gave an in-depth description of the public nuisance and the circumstance surrounding the administrative search warrant.

Charles Chatfield, Township Resident and owner of the property said no illegal activities were being conducted and he was unaware of anyone living there.

Mr. Lawson, Planning Director gave an overview of the multiple zoning violations and he said the property owner was issued a Notice of Violation but had not responded.

Attorney Winters provided a brief overview of the public nuisance violations at the Morgan Road property.

The motion carried unanimously.

- 12. SERVICE AGREEMENT WITH THE ANN ARBOR TRANSPORTATION AUTHORITY (AATA) FOR THE PERIOD OF OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014 IN THE AMOUNT OF \$329,508, BUDGETED IN LINE ITEM #101.956.000.818.014 AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to approve the Service Agreement with the Ann Arbor Transportation Authority (AATA) for the period of October 1, 2013 through September 30, 2014 in the amount of \$329,508, budgeted in line item #101.956.000.818.014 and to authorize signing of the agreement. The motion carried unanimously.

- 13. DTE ENERGY PURCHASE AGREEMENT FOR THE INSTALLATION OF ONE (1) OVERHEAD STREETLIGHT AT THE INTERSECTION OF TUTTLE HILL & MARTZ IN THE AMOUNT OF \$867.09, BUDGETED IN LINE ITEM #101.956.000.926.000**

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the DTE Energy Purchase Agreement for the installation of one (1) overhead streetlight at the intersection of Tuttle Hill & Martz in the amount of \$867.09, budgeted in line item #101.956.000.926.000. The motion carried unanimously.

- 14. BUDGET AMENDMENT #16**

Clerk Lovejoy Roe read the budget amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #16 (see attached), made a motion. The motion carried unanimously.

- 15. SET PUBLIC HEARING DATES**

- A. SET PUBLIC HEARING DATE OF TUESDAY, FEBRUARY 4, 2014 AT APPROXIMATELY 7:00 P.M. – SPECIAL ASSESSMENT STREETLIGHT DISTRICT FOR BRADLEY STREET**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to set Public Hearing date of Tuesday, February 4, 2014 at approximately 7:00 p.m. for Special Assessment Streetlight District for Bradley Street, made a motion. The motion carried unanimously.

- B. SET PUBLIC HEARING DATE OF TUESDAY, FEBRUARY 4, 2014 AT APPROXIMATELY 7:15 P.M. – SPECIAL ASSESSMENT STREETLIGHT DISTRICT FOR FIRWOOD, ELDER, HAZEL COURT AND HIGHLAND COURT**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to set Public Hearing date of Tuesday, February 4, 2014 at approximately 7:15 p.m. for Special Assessment Streetlight District for Firwood, Elder, Hazel Court and Highland Court, made a motion. The motion carried unanimously.

OTHER BUSINESS

- 1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO DISCONTINUE ALL SERVICES RELATED TO STANLEY SECURITY SOLUTIONS AND IMPLEMENT GUARDIAN ALARM IN THEIR PLACE**

Supervisor Stumbo explained this request was received just prior to the Board Meeting. She stated a savings of \$200 a month could be realized if authorization was given.

Jeff Allen provided an overview of the reason the request was being made, along with the cost involved.

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to authorize switching from Stanley Security to Guardian for all security equipment utilized by Ypsilanti Township. The motion carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO ACCEPT SEALED BIDS FOR THE REPLACEMENT OF THE CIVIC CENTER ROOF**

A motion was made by Clerk Lovejoy Roe, supported by Treasure Doe to accept sealed bids for the replacement of the Civic Center Roof. The motion carried unanimously.

- 2. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO ACCEPT SEALED BIDS FOR THE PURCHASE OF A WHEEL LOADER FOR THE COMPOST SITE**

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to accept sealed bids for the purchase of a wheel loader for the compost site. The motion carried unanimously.

- 3. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO ACCEPT THE LOW QUOTE FROM ENVIRONMENTAL MAINTENANCE ENGINEERS, INC. FOR THE REMOVAL OF ASBESTOS CONTAINING MATERIALS AT 1501 S. HURON STREET IN THE AMOUNT OF \$8,250, BUDGETED IN LINE ITEM #266.301.000.931.015 AND TO AUTHORIZE SIGNING OF THE CONTRACT**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to accept the low quote from Environmental Maintenance Engineers, Inc. for the removal of asbestos containing materials at 1501 S. Huron Street in the amount of \$8,250, budgeted in line item #266.301.000.931.015 and to authorize signing of the contract. The motion carried unanimously.

- 4. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO PURCHASE STAND-ALONE PRINTER/SCANNER DEVICE FROM RICOH DIRECT IN THE AMOUNT OF \$14,313, BUDGETED IN LINE ITEM #249.249.000.977.000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize the purchase of a stand-alone printer/scanner device from Ricoh Direct in the amount of \$14,313, budgeted in line item #249.249.000.977.000. The motion carried unanimously.

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ADJOURNMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 8:20 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

ORDINANCE NO. 2013-433

*An Ordinance to Amend the Code of Ordinances,
Chapter 48 entitled Property Maintenance, Article III,
One and Two Unit Dwelling Rental Properties*

The Charter Township of Ypsilanti **Ordains** that the Code of Ordinances Charter Township of Ypsilanti, Chapter 48 entitled **Property Maintenance**, Article III entitled One and Two Unit Dwelling Rental Properties, is amended as follows:

DELETE Section 48-42(a) in its entirety.

ADD: the following new provision as Section 48-42(a):

The Department shall provide for the systematic inspection of all single and duplex dwelling units which are subject to rental agreements in the Township to determine whether such units are in compliance with all applicable codes. An owner shall provide the Department with a certificate of insurance, issued by an insurance company that certifies that the dwelling is insured against structural loss or damage, including, but not limited to, fire damage. The Certificate of Insurance shall state the name of each person named on the policy and its expiration date. The Certificate of Insurance shall be in force at the time a Certificate of Compliance is issued or at the time a renewed Certificate of Compliance is issued. If a dwelling unit is determined to be in compliance with this Code and all requirements of this Chapter, the department shall issue a Certificate of Compliance to the dwelling unit property owner.

Severability

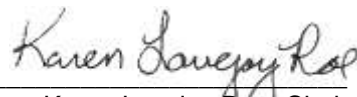
Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance which shall remain in full force and effect.

Effective Date and Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall take effect after publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2013-433 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on November 25, 2013. The second reading is scheduled to be heard on January 21, 2014.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

By authority of 2003 PA 258, MCL 124.751 *et seq.*, the Michigan Land Bank Fast Track Authority located at 735 E. Michigan Ave, Lansing, Michigan 48909 (“MLB”), on behalf of the State of Michigan, enters into this Land Banking Agreement (“Agreement”) with the Township of Ypsilanti, a Michigan Municipal Corporation, whose address is 7200 S Huron River Dr., Ypsilanti, Michigan 48917 (“Ypsilanti”), on this ____ day of August, 2013 (the “Effective Date”).

For valuable consideration received, the parties agree as follows:

Section 1. TERMS OF SALE

(A) Agreement for Purchase and Sale. Ypsilanti will sell, transfer, and convey to the MLB, and the MLB will purchase from Ypsilanti, subject to, and on the terms and conditions set forth in this Agreement, land located in the Township of Ypsilanti as described in the attached **Exhibit A** (the “Property”).

(B) Purchase Price. The purchase price for the Property under this Section 1 (the “Purchase Price”) will be One and no/100 Dollars (\$1.00) per parcel, paid to Ypsilanti at the time of transfer.

Section 2. REPRESENTATIONS AND WARRANTIES.

(A) Ypsilanti represents to the MLB that as of the date of this Agreement:

(1) Title to the Property will be in a form deemed satisfactory by the MLB in accordance with this Agreement and, to the knowledge of Ypsilanti, Ypsilanti has good and marketable title to the Property, free and clear of any claims or encumbrances except for (a) zoning and buildings laws, ordinances and regulations and (b) easements, conditions and restrictions of record that will not interfere with the MLB's intended use of the Property;

(2) This Agreement constitutes a legal, valid, and binding agreement of Ypsilanti, enforceable against Ypsilanti in accordance with its terms;

(3) Ypsilanti is a Michigan Municipal Corporation, validly existing and in good standing under the laws of the State of Michigan, and the representative of Ypsilanti whose name appears on the signature page hereof has been duly authorized to execute and deliver this Agreement on behalf of Ypsilanti. Documentation of such authority must be provided to the MLB and attached to this Agreement;

(4) Neither the execution of this Agreement nor the performance of Ypsilanti's obligations under this Agreement will constitute a default under its organizational documents or, to the knowledge of Ypsilanti, any contract or agreement by which Ypsilanti is bound; and

(5) The execution and delivery of this Agreement by Ypsilanti and the consummation of the transactions contemplated by this Agreement by Ypsilanti will not

violate any order, writ, injunction, or decree of any court in any litigation to which Ypsilanti is a party or bound or violate any law.

(B) The MLB represents to Ypsilanti as of the date of this Agreement:

(1) This Agreement constitutes a legal, valid, and binding agreement of the MLB, enforceable against the MLB in accordance with its terms;

(2) The MLB and the representative of the MLB whose name appears on the signature page hereof has been duly authorized to execute and deliver this Agreement on behalf of the MLB;

(3) Neither the execution of this Agreement by the MLB nor the performance of the MLB's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which the MLB is bound; and

(4) The execution and delivery of this Agreement by the MLB and the consummation of the transactions contemplated by this Agreement by the MLB will not violate any order, writ, injunction, or decree of any court and any litigation to which the MLB is a party or bound or violate any law.

Section 3. OPTION TO PURCHASE.

(A) The MLB, in consideration of the economic development potential of the Property as contemplated by Ypsilanti, grants to Ypsilanti, conditioned on the successful consummation of the conveyance of the Property to the MLB, an exclusive option to purchase the Property described on the attached Exhibit A, with all easements, rights, and appurtenances, exercisable at any time prior to the two year anniversary of the Effective Date (the "Option Period").

(B) Purchase Price. The purchase price for the Property under this Section 3 will be One and 00/100 Dollar (\$1.00) per parcel, paid to the MLB at the "Option Closing". The purchase price will be paid in full at the Option Closing with certified funds made payable to "the State of Michigan".

(C) Exercise of the Option. Ypsilanti may exercise the Option by giving written notice to the MLB in accordance with Section 5 of this Agreement at any time during the Option Period.

(D) Failure to Exercise the Option. If Ypsilanti fails to exercise the Option before the Option Period expires, the MLB, at its sole option, may either retain the Property, or convey the Property back to Ypsilanti, in either case the Option will terminate and the MLB will have no further obligations to Ypsilanti with respect to the Option.

(E) Option Closing. The Option Closing will occur within 10 days after all the Option Closing documents are prepared but no later than 30 days after the MLB receives notice that Ypsilanti is exercising the Option.

(F) The Option Closing and Preparations for the Option Closing.

(1) If Ypsilanti exercises the Option, the following obligations will be performed before or at the Option Closing:

(a) The MLB will prepare the necessary conveyance documents to transfer its title to Ypsilanti and forward them to Ypsilanti for Ypsilanti's review at least 10 days before the scheduled date of the Option Closing.

(b) The Option Closing will be held at the MLB's offices as stated in this Agreement unless the parties mutually agree on some other location.

(2) If MLB exercises its option to convey the Property back to Ypsilanti, the following obligations will be performed before or at the Option Closing:

(a) The MLB will prepare the necessary conveyance documents to transfer its title to Ypsilanti and forward them to Ypsilanti for Ypsilanti's review at least 10 days before the scheduled date of the Option Closing.

(b) The Option Closing will be held at the MLB's offices as stated in this Agreement unless the parties mutually agree on some other location.

(c) Ypsilanti will accept title to the Property.

(G) Condition of Property. Ypsilanti agrees to accept the Property and hereby waives all objections or claims against MLB arising from or related to the Property or to any Hazardous Materials on the Property. The Property is sold AS IS. MLB makes no implied or express representations or warranties as to the Property's condition, including its environmental condition and any other condition that may adversely affect its development, or its fitness for absolutely any purpose whatsoever. By executing this Agreement, Ypsilanti will be deemed to have acknowledged that it is satisfied with the condition of the Property.

Section 4. NOTICES AND DEMANDS

Any notice, demand or other communication under this Agreement by either Party to the other will be sufficiently given if it is dispatched by certified or registered mail, postage prepaid, return receipt requested, or sent by a recognized overnight delivery service, or hand delivered, with receipt obtained, and addressed as follows:

If to Ypsilanti:
7200 S. Huron River Dr.
Ypsilanti, Michigan 48917

If to the MLB:
P.O. Box 30766
Lansing, Michigan 48909

All notices will be deemed given on the day of mailing. Either Party to this Agreement may change its address for the receipt of notices at any time by giving notice thereof to the other as provided in this section. Any notice given by a Party hereunder must be signed by an authorized representative of such Party.

Section 5. DEFAULT AND REMEDIES

If the MLB fails to perform in accordance with this Agreement or if any representation of the MLB in this Agreement is untrue when made or at any time prior to the Effective Date, the MLB will be in default. In the event of a default by the MLB, Ypsilanti may, as its sole and exclusive remedies, elect to either enforce the terms of or terminate this Agreement.

If Ypsilanti fails to perform in accordance with this Agreement or if any representation of Ypsilanti in this Agreement is untrue when made or at any time prior to the Effective Date, Ypsilanti will be in default. In the event of a default by Ypsilanti, the MLB may, as its sole and exclusive remedies, elect to either enforce the terms of or terminate this Agreement.

Section 6. ENTIRE AGREEMENT.

This Agreement embodies the entire agreement of the parties and supersedes any prior or contemporaneous understandings or written or oral agreements between them concerning the Property. No variation, modification, or alteration of these terms will be binding on either party unless set forth in an express and formal written amendment executed by both parties to this Agreement. This Agreement is to be construed as if drafted by both parties.

Section 7. GOVERNING LAW.

This Agreement is governed by and construed under and in accordance with the laws of the State of Michigan.

Section 8. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission, and an electronic copy of this Agreement or of a signature of a party will be effective as an original.

(Signatures on following page)

The Parties have executed this Purchase Agreement as of the Effective Date.

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 2013 by **Kim Homan, the Executive Director of The Michigan Land Bank Fast Track Authority, a Michigan public body corporate and politic**, on behalf of said company.

Notary Public, Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires:

MICHIGAN LAND BANK FAST TRACK
AUTHORITY, a Michigan public body
corporate and politic

By: _____
Print: Kim Homan
Its: Executive Director

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____ 2013 by _____, the _____ of the Michigan Land Bank Fast Track Authority, a Michigan public body corporate, on behalf of the Authority.

Notary Public, Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires:

TOWNSHIP OF YPSILANTI, a Michigan
Municipal Corporation

By: _____
Print:
Its:

EXHIBIT A

PROPERTY

State of Michigan; County of Washtenaw; Township of Ypsilanti:

LOTS 393 - 396 INCL. DEVONSHIRE SUBDIVISION NO. 3. PARENT PARCELS K 11-02-433-003 AND K 11-02-433-004 (COMBINE)

Parcel Number: K -11-02-433-005; Commonly known as 2084 E MICHIGAN AVE

LOTS 402-404 INCL. LOTS 397-401 INC. DEVONSHIRE SUB.

Parcel Number: K -11-02-433-001; Commonly known as 2094 E MICHIGAN AVE

COM AT W 1/4 POST OF SEC, TH S 1117.5 FT IN THE W LINE OF SEC FOR A PL OF BEG, TH S 89.8 FT IN W LINE OF SEC, TH N70-58-00E 122.83 FT IN THE N LINE OF MICHIGAN AVE, TH N 51.60 FT, TH S88-23-00W 115.50 FT TO THE PL OF BEG, BEING A PART OF W 1/2 OF SW 1/4 SEC. 1 T3S R7E 2403-2405, E MICHIGAN AVE.

Parcel Number: K -11-01-340-022; Commonly known as 2403 E MICHIGAN AVE

COM AT W 1/4 POST OF SEC, TH SLY 1037.90 FT IN W LINE OF SEC; TH DEFL ELY 91 DEG 40' LEFT 100.0 FT FOR PL OF BEG; TH CONT ELY 35.50 FT; TH DEFL 72 DEG 35' RIGHT 119.52 FT; TH DEFL 90 DEG RIGHT 62.52 FT IN N LINE OF MICHIGAN AVENUE; TH DEFL 109 DEG 05' RIGHT 77.81 FT; TH DEFL 91 DEG 40' LEFT 15.0 FT; TH DEFL 91 DEG 40' RIGHT 40.0 FT; TH DEFL 91 DEG 40' LEFT 0.50 FT; TH DEFL 91 DEG 40' RIGHT 15.0 FT TO PL OF BEG. BEING PART OF W 1/2 OF SW 1/4, SEC 1, T3S-R7E, 0.13 AC.

Parcel Number: K -11-01-340-023; Commonly known as 2421 E MICHIGAN AVE

COM AT W 1/4 POST OF SEC, TH S 1194.9 FT IN W LINE OF SEC, TH N70-49-00E 335.43 FT IN N LINE OF MICHIGAN AVE FOR A PL OF BEG, TH N 200 FT, TH N70-49-00E 130 FT, TH S 200 FT, TH S70-49-00W 130 FT IN N LINE OF HWY TO PL OF BEG, BEING A PART OF W 1/2 OF SW 1/4 SEC. 1 T3S R7E, 0.57 AC.

Parcel Number: K -11-01-340-026; Commonly known as 2485 E MICHIGAN AVE

COM AT W 1/4 POST OF SEC, TH S 1194.9 FT IN W LINE OF SEC, TH N70-49-00E 335.43 FT IN N LINE OF MICHIGAN AVE FOR A PL OF BEG, TH N 200 FT, TH N70-49-00E 130 FT, TH S 200 FT, TH S70-49-00W 130 FT IN N LINE OF HWY TO PL OF BEG, BEING A PART OF W 1/2 OF SW 1/4 SEC. 1 T3S R7E, 0.57 AC.

Parcel Number: K -11-01-340-026; Commonly known as 2487 E MICHIGAN AVE

COM AT SW COR OF SEC, TH N 1418.39 FT IN W LINE OF SEC, TH DEFLECTING 70 DEG 55'RIGHT 940.30 FT IN CENT OF HWY FOR PL OF BEG, TH CONTINUING NELY 211.9 FT IN CENT OF HWY, TH DEFL 96 DEG 17' RIGHT 271 FT, TH DEFL 94 DEG 10' LEFT 169.6 FT, TH DEFL 107 DEG 16' RIGHT 644 FT, TH DEFL 78 DEG 01' RIGHT 231 FT, TH DEFL 88 DEG 41' RIGHT 858.63 FT TO PL OF BEG, BEING PART OF SW 1/4 SEC 1 T3S-R7E 5.55 AC. PROP: KINGSLEY MOBILE PARK

Parcel Number: K -11-01-300-004; Commonly known as 2590 E MICHIGAN AVE

COM AT N 1/4 COR SEC 10, T3S-R7E, YPSI TWP, WASH CTY MI, TH S 00-10-55 E 1089.21 FT ALG N/S 1/4 LN SEC 10; TH S 74-40-01 W 203.49 FT ALG C/L MICH AVE; TH S 75-54-21 W 46.34 FT ALG C/L MICH AVE TO POB; TH S 75-54-21 W 308.26 FT ALG C/L MICH AVE; TH N 00-32-42 W 238.88 FT; TH S 75-48-07 W 145.51 FT; TH N 00-48-07 W 349.25 FT ALG E/L JOHNSONS PL SUB; TH S 88-24-02 W 59.34 FT ALG N/L JOHNSONS PL SUB; TH N 01-06-15 W 228.69 FT; TH S 88-36-37 E 195.77 FT; TH S 00-10-55 E 100.11 FT; TH N 89-49-05 E 313 FT; TH N 89-49-05 E 73.55 FT; TH S 00-10-55 E 245.21 FT; TH S 88-11-19 W 77.01 FT; TH S 00-10-55 E 353.20 FT TO POB. BEING PT OF NW 1/4 SEC 10. CONTAINING 6.93 AC +/- . BEING SUBJ TO RIGHTS OF PUBLIC OVER S 50 FT THEREOF AS OCCUPIED BY MICHIGAN AVENUE. (14,986 SQ.FT. OR 0.34 ACRE)

Parcel Number: K -11-10-205-039; Commonly known as 953 E MICHIGAN AVE

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2013-43**

**Economic Vitality Incentive Program (EVIP) Part 3 and
Employee Compensation Plan**

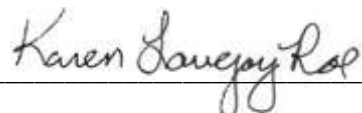
WHEREAS, the State of Michigan has enacted the Publicly Funded Health Insurance Contributions Act, Act 152 of 2011, (the "Act"); and

WHEREAS, the Act provides for limits on the amount that a local unit of government may pay or contribute to a medical benefit plan for its employees; and

WHEREAS, the Charter Township of Ypsilanti has elected to comply with the provisions of the Act and avoid penalties for non-compliance; and

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Ypsilanti will comply with the hard cap limits contained in Section 3 of Act 152 of 2011 for benefit year 2014.

I, Karen Lovejoy Roe, 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. 2013-43 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on November 25, 2013



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Resolution No. 2013-42

Connecting Communities Initiative

WHEREAS, the Washtenaw County Parks and Recreation Commission has a "Connecting Communities" Initiative; and

WHEREAS, this initiative allows communities in the county to receive grant funds for local trail projects to connect communities; and

WHEREAS, Ypsilanti Township has an opportunity to invest \$80,000 in engineering design to receive an estimated \$240,000 for the construction of bike paths on Textile, Tuttlehill and Whittaker Roads through this grant application; and

WHEREAS, there is a continual need to enhance our bike path trail system; and

WHEREAS, applications are due by December 31, 2013 for the 2014 construction year and the award is made in March of 2014; and

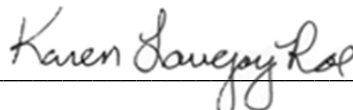
WHEREAS, this may be a collaborative effort with Ypsilanti Township, Washtenaw County Road Commission and Washtenaw County Parks and Recreation; and

WHEREAS, the anticipated cost to the Township would not exceed \$80,000; and

WHEREAS, line item #212-970- 000-997-000 can only be spent on capital improvements for parks & recreation.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees approves this expenditure for engineering not to exceed \$80,000 and authorizes signing of the application and any necessary contracts and submittal of the application by Township staff for the Connecting Communities Initiative.

I, Karen Lovejoy Roe, 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. 2013-42 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on November 25, 2013



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**NON-MOTORIZED PATHWAY AGREEMENT
BETWEEN THE CHARTER TOWNSHIP OF YPSILANTI
AND THE WASHTENAW COUNTY ROAD COMMISSION**

**GROVE ROAD
(WESTERLY TOWNSHIP LIMITS TO BRIDGE ROAD)
And BRIDGE ROAD
(GROVE ROAD TO NORTH HYDRO PARK)**

THIS AGREEMENT made and entered into this day 25 of November 2013, by and between The Charter Township of Ypsilanti ("Ypsilanti Township") and the Board of Washtenaw County Road Commissioners ("WCRC").

WHEREAS, Ypsilanti Township desires to construct a continuous non-motorized pathway along Grove Road from the westerly township limits to Bridge Road, and then along Bridge Road to North Hydro Park ("Project"), and

WHEREAS, Ypsilanti Township applied for and received Transportation Alternatives Program ("TAP") funds for such Project, and

WHEREAS, the WCRC, as an Act 51 Agency, is required by the Federal Highway Administration and Michigan Department of Transportation to be the recipient of such TAP funds on behalf of Ypsilanti Township, and

WHEREAS, the estimated costs for the desired improvements, excluding any necessary easement acquisitions, are as follows:

Design:	\$ 100,309.00
Construction:	\$ 955,000.00
Construction Engineering	\$ <u>143,250.00</u>
TOTAL	\$1,198,559.00

IT IS NOW THEREFORE AGREED, the WCRC and/or its consultant will design and construct the non-motorized pathway on behalf of the Township, and

IT IS ALSO AGREED that Ypsilanti Township shall pay the WCRC for all of the actual costs incurred associated with the design and all costs associated with the construction of the non-motorized pathway described herein estimated to cost a total of \$1,198,559.00, and

IT IS FURTHER AGREED that Ypsilanti Township shall pay WCRC for all actual costs incurred associated with obtaining easements for the construction of the non-motorized pathway described herein. These costs would be over and above the estimated \$1,198,559.00.

AGREEMENT SUMMARY

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
FOR THE GROVE ROAD NON-MOTORIZED PATH \$1,198,559.00

ESTIMATED AMOUNT TO BE PAID BY WCRC \$0.00

TOTAL ESTIMATED COST \$1,198,559.00

FOR THE CHARTER TOWNSHIP OF YPSILANTI

Brenda Stumbo
Brenda Stumbo, Supervisor

Nancy Wyrzykowski
Witness

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

Nancy Wyrzykowski
Witness

FOR WASHTENAW COUNTY ROAD COMMISSION

WCRC, Chair

Witness

Roy D. Townsend, Managing Director

Witness

PURCHASE OF SERVICE AGREEMENT

THE ANN ARBOR TRANSPORTATION AUTHORITY (hereinafter referred to as "Authority"), 2700 South Industrial Highway, Ann Arbor, Michigan 48104, and the Ypsilanti Township, (hereinafter referred to as "Purchaser"), 7200 Huron River Drive, Ypsilanti, Michigan 48197, in consideration of the mutual promises contained herein, do hereby agree as follows:

1. TERM

The term of this Agreement is October 1, 2013 through September 30, 2014.

2. SERVICE PROVIDED

The Authority will provide public transit service according to the map(s) and schedule(s) for routes 4, 5, 6, 10, 11, 20, and other service descriptions contained in the Ride Guide included as Exhibit #1, and made part hereof. Said route(s) and schedule(s) may be modified by the AATA, at its discretion, for reasons including but not limited to those set forth in Section 4 below, subject to the procedures set forth in the Policy for Public Input on Service and Fare Changes attached hereto as Exhibit #3.

3. DESIGNATED REPRESENTATIVES

The Purchaser agrees to designate a representative as its agent to work in cooperation with designated representatives for the Ann Arbor Transportation Authority, overseeing the conduct of this service, modifications thereto and evaluation thereof. Nothing herein will be construed to limit the legal powers of the Authority or of the governing body of any governmental unit.

4. FINANCIAL MANAGEMENT

4.1 Payments by Purchaser

Purchaser agrees that its total obligation will be \$329,508, unless otherwise agreed by the parties. The calculation of revenues is included as Exhibit #2.

Purchaser agrees to pay this amount in four equal payments. The Authority will submit invoices to the Purchaser quarterly, on or about the first of November, February, May, and August. The Authority will refund to the Purchaser any overpayment resulting from a reduction in service.

4.2 Financial Assumptions, Power of Authority to Modify Services

It is expressly understood by the parties that the charges to the Purchaser are based on the Authority's Annual Operating Budget including the projected level of expenses and revenues necessary to implement the Annual Service Plan. The annual service hours and expenses and the calculation of the projected revenues to meet these fixed-route and demand-response expenses are attached as Exhibit #2. In the event that variances in costs or revenues render it impossible, in the reasonable judgment of the Authority, to provide the number of service hours at the local costs indicated in

Exhibit #2 without undue financial loss, the parties will renegotiate such hours and charges.

4.3 Mutual Cooperation Among Governmental Units

It is further understood and agreed that the other governmental units or entities have entered or are expected to enter into similar contracts with the Authority. Transit services covered by this and other contracts are interdependent such that if any purchaser breaches its contract, fails to enter into a contract, or terminates its agreement, the Authority may modify, reduce, or cancel routes or hours of service covered under this Agreement subject to the procedures contained in Exhibit #3.

4.4 Fares

It is expressly understood that determination of fare levels and all policies relating to fare collection and administration will be the responsibility of the Authority and may be modified during this agreement subject to the procedures contained in Exhibit #3.

5. EQUIPMENT

The Authority will provide all hardware and vehicles necessary for the service to be rendered hereunder, will maintain said equipment and will retain ownership of said equipment.

6. PERSONNEL

The Authority will provide the personnel necessary to fulfill its obligation hereunder, and retains complete authority in hiring, regulation and termination of said personnel.

7. INDEMNIFICATION

The Authority will indemnify Purchaser and hold Purchaser harmless from all claims, suits, actions and damages resulting from operation of vehicles conducted by the Authority under this Agreement except to the extent that such damages are caused by the Purchaser. It is not the intent of the Authority to waive any governmental immunity otherwise available to it. Purchaser, subject to any governmental immunity available to it, will indemnify and hold the Authority harmless from all claims, suits, actions, and damages caused by its officers, agents, or employees except to the extent caused by the Authority.

8. ASSIGNMENT

This Agreement will not be assigned by either party without the written consent of the other.

9. EXTENSION


It is the intent of the parties to engage in this service for a period longer than that cited in Paragraph 1, providing that the service is satisfactory to the parties. Therefore, the parties agree that this Contract shall be extended for successive periods of one year each unless a party notifies the other of

a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the Purchaser, of such cancellation.

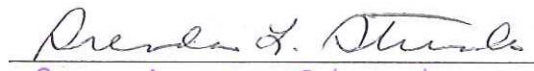
Executed in duplicate this ____ day of _____, 2013.

ANN ARBOR TRANSPORTATION AUTHORITY

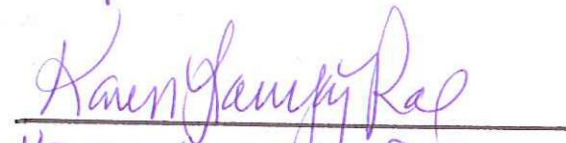
YPSILANTI TOWNSHIP



Michael Ford
Chief Executive Officer



Brenda L. Stumbo
Supervisor



Karen Lovejoy Roe
Clerk

YPSILANTI TOWNSHIP
A-Ride Service
COST CALCULATION

	2013 Budgeted	2014 Budgeted	CHANGE
EXPENSES			
Passenger Trips	15,696	17,253	9.9%
Cost per Trip	\$26.21	\$25.89	-1.2%
Total Cost	\$411,398	\$446,676	8.6%
REVENUES			
Categorical Federal / State Grants	\$142,115	\$142,627	0.4%
State Operating Assistance	\$163,874	\$175,392	7.0%
Passenger Fares	<u>\$47,089</u>	<u>\$51,758</u>	9.9%
Revenue Subtotal	\$353,077	\$369,777	4.7%
Local Share	\$58,321	\$76,898	31.9%
Total Revenue	\$411,398	\$446,676	8.6%

**Ypsilanti Township
Payment**

\$58,321

\$76,898

31.9%

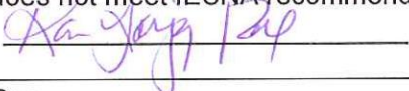
Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of November 20, 2013 between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	37376830	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Intersection of Tuttle Hill & Martz, Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	One overhead fed Autobahn cobrahead 280w LED to be mounted on an existing wood pole	
5. Estimated Total Annual Lamp Charges	\$198.04	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$1,461.21
	Credit for 3 years of lamp charges:	\$594.12
	CIAC Amount (cost minus revenue)	\$867.09
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices 	
10. Customer Address for Notices:	Karen Lovejoy Roe 7200 S Huron River Drive Ypsilanti, MI 48197	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least ___ posts and ___ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company, are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Ypsilanti Township

By: Brenda L. Stumba

Name: Brenda L. Stumba

Title: Supervisor

By: Karen Louisa Roe

Name: Karen Louisa Roe

Title: Clerk

**CHARTER TOWNSHIP OF YPSILANTI
2013 BUDGET AMENDMENT #16**

November 25, 2013

101 - GENERAL OPERATIONS FUND

Total Increase \$4,376.40

Increase professional services for a scope of work by Ricoh for document workflow assessment services. This will be used to solicit proposals for a document/records management solutions for the entire organization. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	<u>\$4,376.40</u>
			<u>Net Revenues</u> <u>\$4,376.40</u>
Expenditures:	Professional Services	101-266-000-801.000	<u>\$4,376.40</u>
			<u>Net Expenditures</u> <u>\$4,376.40</u>

230 - RECREATION FUND

Total Increase \$12,608.00

Increase revenue and expenditure for private grant from the Helen McCalla Trust to purchase chairs, sound equipment and treadmills for the senior center. This is to be funded by a private grant from the Helen McCalla Trust.

Revenues:	Senior Grant - Private Grantor	230-000-000-675.006	<u>\$12,608.00</u>
			<u>Net Revenues</u> <u>\$12,608.00</u>
Expenditures:	Senior Rec Center - Equipment	230.751.000.974.022	<u>\$12,608.00</u>
			<u>Net Expenditures</u> <u>\$12,608.00</u>

249 - BUILDING DEPARTMENT FUND

Total Increase \$14,314.00

Increase for the purchase of a large format scanner for the Building Department from Ricoh. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249.000.000.699.000	<u>\$14,314.00</u>
			<u>Net Revenues</u> <u>\$14,314.00</u>
Expenditures:	Equipment	249.249.000.977.000	<u>\$14,314.00</u>
			<u>Net Expenditures</u> <u>\$14,314.00</u>

590 - COMPOST FUND

Total Increase \$4,000.00

Increase equipment rental to rent a big loader while our big loader is being repaired. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590.000.000.699.000	<u>\$4,000.00</u>
			<u>Net Revenues</u> <u>\$4,000.00</u>
Expenditures:	Equipment Leasing/Rental	590-590-000.941.000	<u>\$4,000.00</u>
			<u>Net Expenditures</u> <u>\$4,000.00</u>

Motion to Amend the 2013 Budget (#16):

Move to increase the General Fund budget by \$4,377 to \$10,171,418 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$12,608 to \$940,318 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$14,314 to \$294,331 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$4,000 to \$380,425 and approve the department line item changes as outlined.