

**CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES**

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

JEAN HALL CURRIE

STAN ELDRIDGE

MIKE MARTIN

SCOTT MARTIN

December 15, 2015

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Mike Marocco, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Marlene Radzik, WCSO Police Services Commander
Date: December 11, 2015
Re: November 2015 Police Services Monthly Report

In November of 2015, there were 3689 calls for service in Ypsilanti Township, which is a 1.62% Decrease in calls for service as compared to November of 2014.

OPERATIONS

November saw a significant spike in Larceny from Auto cases. Several juveniles were identified and subsequently arrested and the instances have decreased. Our cases with the gang factions continue to move forward with many of the targeted individuals being either incarcerated or having warrants for their arrest. In addition, it appears that our efforts and disruption have resulted in the factions operating more frequently out of our jurisdiction. We have collaborated with Van Buren PD in reference to the uptick in activity in their jurisdiction. Information sharing and collaborative prosecution is on going. Direct communication with Supervisor Stumbo and Director Radzik is open and ongoing. My cell phone number is 734-545-6684. Please feel free to call me directly with questions, comments or concerns.

PAROLE COMPLIANCE CHECKS

We continue to aggressively check parolee compliance in the Township through the use of sweeps and a close relationship with Parole and Probation. We now routinely assist Parole and Probation in acting on tips and accompany agents outside of the designated scheduled sweeps.

SEARCH WARRANTS

The following locations are where search warrants were executed by either the Community Action Team or LAWNET for narcotics:

- 1) 2000 Block of Bradley by CAT
 - Felony warrant arrest and Narcotics recovered.
- 2) 1400 Block of Jeff by CAT
 - Narcotics and a firearm recovered.

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT



Month:	November
Year:	2015
Print Option:	Print Both Monthly and YTD
Include Unfounded:	No
Report Offenses:	Include All (1,2,3,4)
Attempted/Completed/NA:	Includes Attempted, Completed
City:	Ypsilanti Twp-YPT

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of November

Classification	Nov/2014	Nov/2015	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	1	0%
09004 JUSTIFIABLE HOMICIDE	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	0	4	0%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	1	0%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	1	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	0	0%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	1	1	0%
12000 ROBBERY	2	9	350%
13001 NONAGGRAVATED ASSAULT	45	36	-20%
13002 AGGRAVATED/FELONIOUS ASSAULT	16	19	18.75%
13003 INTIMIDATION/STALKING	0	4	0%
20000 ARSON	0	0	0%
21000 EXTORTION	0	0	0%
22001 BURGLARY -FORCED ENTRY	24	13	-45.8%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	2	5	150%
23001 LARCENY -POCKETPICKING	1	0	-100%
23002 LARCENY -PURSESNAATCHING	0	2	0%
23003 LARCENY -THEFT FROM BUILDING	11	14	27.27%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	11	33	200%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	2	100%
23007 LARCENY -OTHER	5	3	-40%
24001 MOTOR VEHICLE THEFT	7	7	0%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	1	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	1	3	200%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	2	9	350%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	4	3	-25%
26003 FRAUD -IMPERSONATION	1	3	200%
26005 FRAUD -WIRE FRAUD	0	0	0%
27000 EMBEZZLEMENT	0	3	0%
28000 STOLEN PROPERTY	1	5	400%
29000 DAMAGE TO PROPERTY	20	28	40%
30001 RETAIL FRAUD -MISREPRESENTATION	2	1	-50%
30002 RETAIL FRAUD -THEFT	4	8	100%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	10	13	30%
35002 NARCOTIC EQUIPMENT VIOLATIONS	4	6	50%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of November

Classification	Nov/2014	Nov/2015	%Change
37000 OBSCENITY	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	2	9	350%
52003 WEAPONS OFFENSE -OTHER	1	1	0%
Group A Totals	178	248	39.32%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%
22004 POSSESSION OF BURGLARY TOOLS	0	0	0%
26006 FRAUD -BAD CHECKS	1	1	0%
36003 PEEPING TOM	0	0	0%
36004 SEX OFFENSE -OTHER	0	0	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	3	1	-66.6%
38003 FAMILY -OTHER	0	0	0%
41002 LIQUOR VIOLATIONS -OTHER	5	3	-40%
48000 OBSTRUCTING POLICE	4	8	100%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	5	3	-40%
53001 DISORDERLY CONDUCT	0	1	0%
53002 PUBLIC PEACE -OTHER	0	0	0%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	0	3	0%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	11	14	27.27%
55000 HEALTH AND SAFETY	0	2	0%
56000 CIVIL RIGHTS	0	0	0%
57001 TRESPASS	0	0	0%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	1	0	-100%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	0	0%
70000 JUVENILE RUNAWAY	8	7	-12.5%
73000 MISCELLANEOUS CRIMINAL OFFENSE	0	1	0%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	38	44	15.78%
2800 JUVENILE OFFENSES AND COMPLAINTS	24	40	66.66%
2900 TRAFFIC OFFENSES	39	28	-28.2%
3000 WARRANTS	67	57	-14.9%
3100 TRAFFIC CRASHES	105	124	18.09%
3200 SICK / INJURY COMPLAINT	63	81	28.57%
3300 MISCELLANEOUS COMPLAINTS	730	687	-5.89%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%
3500 NON-CRIMINAL COMPLAINTS	702	1064	51.56%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	1332	896	-32.7%
3800 ANIMAL COMPLAINTS	62	54	-12.9%
3900 ALARMS	236	161	-31.7%

CLR-008 Monthly Summary Of Offenses (WD)

City: Ypsilanti Twp-YPT

Group C Totals	3360	3192	-5%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	3	1	-66.6%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%
4200 PARKING CITATIONS	18	3	-83.3%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	0	0%
4500 MISCELLANEOUS A THROUGH UUUU	16	7	-56.2%
Group D Totals	37	11	-70.2%
5000 FIRE CLASSIFICATIONS	0	1	0%
5100 18A STATE CODE FIRE CLASSIFICATIONS	2	1	-50%
Group E Totals	2	2	0%
6000 MISCELLANEOUS ACTIVITIES (6000)	20	40	100%
6100 MISCELLANEOUS ACTIVITIES (6100)	72	105	45.83%
6300 CANINE ACTIVITIES	3	8	166.6%
6500 CRIME PREVENTION ACTIVITIES	31	25	-19.3%
6600 COURT / WARRANT ACTIVITIES	2	0	-100%
6700 INVESTIGATIVE ACTIVITIES	7	14	100%
Group F Totals	135	192	42.22%
City : Ypsilanti Twp Totals	3750	3689	-1.62%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through November

Classification	2014	2015	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	3	1	-66.6%
09004 JUSTIFIABLE HOMICIDE	1	0	-100%
10001 KIDNAPPING/ABDUCTION	6	3	-50%
10002 PARENTAL KIDNAPPING	1	3	200%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	17	23	35.29%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	6	6	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	4	2	-50%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	5	4	-20%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	1	0%
11006 SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	1	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	12	4	-66.6%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	8	8	0%
12000 ROBBERY	50	55	10%
13001 NONAGGRAVATED ASSAULT	393	444	12.97%
13002 AGGRAVATED/FELONIOUS ASSAULT	173	200	15.60%
13003 INTIMIDATION/STALKING	37	34	-8.10%
20000 ARSON	7	5	-28.5%
21000 EXTORTION	1	1	0%
22001 BURGLARY -FORCED ENTRY	245	181	-26.1%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	45	50	11.11%
23001 LARCENY -POCKETPICKING	5	0	-100%
23002 LARCENY -PURSESNAATCHING	4	3	-25%
23003 LARCENY -THEFT FROM BUILDING	178	141	-20.7%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	2	2	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	168	188	11.90%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	38	24	-36.8%
23007 LARCENY -OTHER	99	109	10.10%
24001 MOTOR VEHICLE THEFT	106	82	-22.6%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	13	10	-23.0%
24003 MOTOR VEHICLE FRAUD	1	1	0%
25000 FORGERY/COUNTERFEITING	17	23	35.29%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	65	78	20%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	56	58	3.571%
26003 FRAUD -IMPERSONATION	47	73	55.31%
26005 FRAUD -WIRE FRAUD	5	4	-20%
27000 EMBEZZLEMENT	8	13	62.5%
28000 STOLEN PROPERTY	25	22	-12%
29000 DAMAGE TO PROPERTY	321	346	7.788%
30001 RETAIL FRAUD -MISREPRESENTATION	9	9	0%
30002 RETAIL FRAUD -THEFT	69	96	39.13%
30003 RETAIL FRAUD -REFUND/EXCHANGE	2	1	-50%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	168	137	-18.4%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through November

Classification	2014	2015	%Change
35002 NARCOTIC EQUIPMENT VIOLATIONS	73	50	-31.5%
37000 OBSCENITY	5	1	-80%
40001 COMMERCIALIZED SEX -PROSTITUTION	5	0	-100%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	7	0	-100%
52001 WEAPONS OFFENSE- CONCEALED	25	26	4%
52003 WEAPONS OFFENSE -OTHER	11	12	9.090%
Group A Totals	2546	2535	-0.43%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	11	3	-72.7%
22004 POSSESSION OF BURGLARY TOOLS	1	0	-100%
26006 FRAUD -BAD CHECKS	16	8	-50%
36003 PEEPING TOM	1	1	0%
36004 SEX OFFENSE -OTHER	5	3	-40%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	46	27	-41.3%
38003 FAMILY -OTHER	1	1	0%
41002 LIQUOR VIOLATIONS -OTHER	22	21	-4.54%
48000 OBSTRUCTING POLICE	71	76	7.042%
49000 ESCAPE/FLIGHT	7	6	-14.2%
50000 OBSTRUCTING JUSTICE	125	97	-22.4%
53001 DISORDERLY CONDUCT	36	33	-8.33%
53002 PUBLIC PEACE -OTHER	3	2	-33.3%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	9	13	44.44%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	91	116	27.47%
55000 HEALTH AND SAFETY	14	22	57.14%
56000 CIVIL RIGHTS	1	0	-100%
57001 TRESPASS	3	9	200%
57002 INVASION OF PRIVACY -OTHER	1	0	-100%
58000 SMUGGLING	4	3	-25%
62000 CONSERVATION	0	2	0%
63000 VAGRANCY	4	4	0%
70000 JUVENILE RUNAWAY	86	99	15.11%
73000 MISCELLANEOUS CRIMINAL OFFENSE	8	21	162.5%
77000 CONSPIRACY (ALL CRIMES)	1	1	0%
Group B Totals	567	568	0.176%
2800 JUVENILE OFFENSES AND COMPLAINTS	587	647	10.22%
2900 TRAFFIC OFFENSES	405	326	-19.5%
3000 WARRANTS	694	553	-20.3%
3100 TRAFFIC CRASHES	1226	1205	-1.71%
3200 SICK / INJURY COMPLAINT	734	982	33.78%
3300 MISCELLANEOUS COMPLAINTS	8630	8665	0.405%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	20	15	-25%
3500 NON-CRIMINAL COMPLAINTS	9156	12126	32.43%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	11336	9650	-14.8%
3800 ANIMAL COMPLAINTS	895	773	-13.6%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through November

Classification	2014	2015	%Change
3900 ALARMS	2122	1982	-6.59%
Group C Totals	35805	36924	3.125%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	9	10	11.11%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	2	0	-100%
4200 PARKING CITATIONS	77	42	-45.4%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	5	7	40%
4500 MISCELLANEOUS A THROUGH UUUU	94	105	11.70%
Group D Totals	187	164	-12.2%
5000 FIRE CLASSIFICATIONS	4	5	25%
5100 18A STATE CODE FIRE CLASSIFICATIONS	21	6	-71.4%
Group E Totals	25	11	-56%
6000 MISCELLANEOUS ACTIVITIES (6000)	343	345	0.583%
6100 MISCELLANEOUS ACTIVITIES (6100)	1000	1253	25.3%
6300 CANINE ACTIVITIES	56	53	-5.35%
6500 CRIME PREVENTION ACTIVITIES	327	377	15.29%
6600 COURT / WARRANT ACTIVITIES	21	9	-57.1%
6700 INVESTIGATIVE ACTIVITIES	76	80	5.263%
Group F Totals	1823	2117	16.12%
City : Ypsilanti Twp Totals	40953	42319	3.335%

14-B District Court

Revenue Report for November 2015

General Account

Account Number	
Due to Washtenaw County (101-000-000-214.222)	<u>\$3,588.85</u>
Due to State Treasurer	
	\$0.00
Civil Filing Fee Fund (MCL 600.171):	\$13,713.00
State Court Fund (MCL 600.8371):	\$1,170.00
Justice System Fund (MCL 600.181):	\$17,536.28
Juror Compensation Reimbursement Fund:	
Civil Jury Demand Fee (MCL 600.8371):	\$0.00
Drivers License Clearance Fees (MCL 257.321a):	\$1,485.00
Crime Victims Rights Fund (MCL 780.905):	\$5,552.24
Judgment Fee (Dept. of Natural Resources):	\$0.00
Due to Secretary of State (101-000-000-206.136)	\$1,485.00
	Total: <u>\$40,941.52</u>

Due to Ypsilanti Township

Court Costs (101-000-000-602.136):	\$35,619.03
Civil Fees (101-000-000-603.136):	\$15,722.00
Probation Fees (101-000-000-604.000):	\$4,105.00
Ordinance Fines (101-000-000-605.001):	\$36,550.00
Bond Forfeitures (101-000-000-605.003):	\$340.00
Interest Earned (101-000-000-605.004):	\$0.00
State Aid-Caseflow Assistance (101-000-602.544):	\$0.00
Expense Write-Off:	\$0.00
Bank Charges (Expense - 101.136.000.957.000):	(\$545.29)
	Total: <u>\$91,790.74</u>

Total to General Account - (101.000.000.004.136): **\$136,321.11**

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow:	\$2,081.00
Garnishment Proceeds:	\$0.00
Bonds:	\$12,140.00
Restitution:	\$4,190.91

Total to Escrow Account - (101.000.000.205.136): **\$18,411.91**

14-B District Court

Monthly Disbursements

November 2015

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

November 2015 Disbursements:

Washtenaw County:	\$ 3,588.85
State of Michigan:	\$ 40,941.52
Ypsilanti Township Treasurer:	\$ 91,790.74

TOTAL: \$136,321.11

		Year to Date	
	Prior Year Comparison		
Month	Revenue	Revenue	
	2014	2015	
January	\$93,424.58	\$101,726.02	
February	\$134,377.46	\$127,974.93	
March	\$116,070.56	\$119,020.09	
April	\$104,192.57	\$119,225.82	
May	\$106,156.14	\$90,046.85	
June	\$107,897.55	\$87,731.39	
July	\$101,268.87	\$103,821.60	
August	\$98,053.38	\$110,392.69	
September	\$106,365.17	\$124,547.06	
October	\$108,958.51	\$112,911.89	
November	\$81,140.04	\$91,790.74	
December	\$93,416.84		
Grant:		\$41,250.00	
Standardization			
Payment:	\$45,724.00	\$45,724.00	
Year-to Date			
Totals:	\$1,297,045.67	\$1,276,163.08	
Expenditure			
Budget:	\$1,267,085.00	\$1,328,089.00	
Difference:	\$29,960.67	\$9,078.08	

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

December 7, 2015

To: Township Board

From: Joe Lawson
Planning Director

Re: Planning Division (OCS) November/December 2015

Please be advised of the following activities related to the Planning Department for November/December 2015

Planning Commission Activity

The following is a summary of actions taken by the Planning Commission since my last report:

On November 24, 2015 the Commission held their regular meeting and took action on the following agenda items:

- 1879 West Michigan Avenue – VMAX USA; The Planning Commission held a public hearing to consider the special conditional use and preliminary site plan application of VMAX USA to permit the construction of a 30,000 square-foot industrial research office and warehouse to be located on the 18.99 acre site known as 1879 West Michigan Avenue which is near the intersection of Ellsworth. After the public hearing, the Commission passed a motion to approve the special conditional use and preliminary site plan.
- 770 James L. Hart Parkway – Burning Bush Church: The Commission was requested to make a recommendation to the Board of Trustee in regards to the request for a 12 month extension of the PD Stage II Site Plan to permit the construction of a 22,100 square-foot addition on to the existing Burning Bush Church. After consideration of the request, the Commission recommended approval of the 12 month extension to the Board of Trustees.

Plans in Process

Cueter Chrysler Dealership – Final punch list items are currently being resolved per the Township Engineer's review. A second final walk through will be conducted in the

spring to verify that all required landscaping survived the winter and all soils remain stable.

Los Amigos – Staff continues to wait for the submission of the final engineered drawings. Contact was made with the applicant's engineer in order to prod this project along.

Majestic Lakes – The PD Stage I preliminary site plans have been approved and the applicant continues to work with YCUA and OHM in order to complete the necessary maintenance and refurbishing of the on-site utilities. Redwood also continues to finalize their PD Stage II final site plans for review and consideration. Construction of the Redwood portion of the project is anticipated in the spring of 2016.

Burning Bush – Representatives of the Burning Bush Church has submitted a formal request for a 12 month extension to the previously approved plan. The request has been presented to the Commission for a recommendation to the Board which is anticipated to be included on the December 15th agenda.

Yankee Air Museum (YAM) – The Yankee Air Museum continues their journey through the plan review process. The construction team continues with work in order to enclose the structure before winter and they appear to be making great progress. The Yankee Air Museum plans to complete their approval process and being renovations and upgrades in order to prepare for their grand opening in late 2017 or early 2018.

Buffalo Wild Wings – Construction has been completed on the approved parking lot expansion. The applicant still needs to install the required landscaping and permanent stabilization. A final inspection will be conducted in the spring of 2016.

RoundHaus Pizza and Party Shop – Staff has had renewed discussions with the applicant's engineer in relation to moving this project forward. Currently, the applicant's engineer is working with the Road Commission in order to settle the location of the future driveways. Once this issue has been resolved, the applicant intends on applying for preliminary site plan and special conditional use review and approval from the Township.

College Sunoco – 2169 Washtenaw : In order to keep this project moving forward and just as importantly, get the existing facility razed, staff along with the assistance of the Planning Commission and Zoning Board of Appeals has scheduled a special hearing to be held on Wednesday, December 16th. Should the Commission and ZBA agree to grant preliminary site plan approval and the necessary setback variance for the project to move forward, the property owner has agreed to demolish the existing facility immediately.

Fresh Thyme: Construction is underway! The contractor is currently in the process of constructing the footings and getting as many utility connections made and concrete poured before the cold weather takes hold. As of the last update from the applicant, the grand opening is currently planned for July of 2016 but with any luck with the weather, that date could change.

Burger King/Popeyes – 2387 Ellsworth: The renovation has begun. The former Burger King has been stripped of its former façade and the construction of the new Popeye's is well under way. The applicant anticipates a grand opening in early 2016. The applicant has also agreed to work with AAATA on maintaining the adjacent bus shelter as part of this project.

Sensitile: 1735 Holmes Road – The Commission granted preliminary site plan approval during their October 27th meeting date. Staff is currently awaiting submission of the Detailed Engineering plans with an anticipated construction date of spring 2016.

Clark East Towers: National Church Residences Corporation who owns the Clark East Towers located at 1550 East Clark Road has announced plans to move forward with an \$8 million upgrade and renovation project. The property owners have started with the installation of new windows and roof repairs. Other site and security improvements are also proposed as part of the overall plan and are planned to be completed over the next several months.

VMAX USA - 1879 West Michigan Avenue: The preliminary site plan and special conditional use permit applications were approved by the Commission during their November 24th meeting. Staff currently awaits the submission of the detailed engineering application and plans in anticipation of a spring 2016 ground breaking.

Lakeshore Apartments (aka Beach Club at Ford Lake): The PD Stage I Preliminary Site Plan has been submitted requesting approval for the construction of 675 apartment units, lake front restaurant and a 20,000 square-foot retail center on the 90 acres of open space area associated with the Lakeshore Apartment complex. Plans are currently being prepared for distribution and review by the Township and County reviewing agents.

Tele-Site Inc – 1405 Sweet Road: The applicant has submitted a preliminary site plan and special land use application for the construction of a wireless communication tower to be located on the Victorious Life Church property located at 1405 Sweet Road (Sweet Road and Clark). Upon the initial review by staff, the application will require the consideration of at least two variances under the current ordinance. Once the reviews are in proper form, staff will request the Commission schedule the necessary public hearing to consider the request.

Zoning Board of Appeals

The following is a summary of actions taken by the Zoning Board of Appeals since my last report:

On November 4, 2015 the Zoning Board of appeals considered the following applications:

134 Spencer Lane – Strong Towers Ministry: A public hearing was held to consider the temporary use permit extension request of the Strong Towers Ministry in order to permit

the continued use of a portable classroom used to house the church's youth ministry. After the public hearing, the ZBA approved a 12 month extension to the temporary use permit with the condition that the applicant arrange for the building department to conduct a health and safety code inspection of the unit.

1200 Ecorse – Great Lakes Rental: The property owner applied to two separate variance to permit upgrades to the facility. One variance was related to the overall height of a permitted sign for the property. After the public hearing, the ZBA filed a motion to approve the variance to permit the increase of a ground sign from 10-feet to 16-feet. The second variance was in relation to the reduction of a side yard setback to permit the construction of a lean-to for the storage of equipment and vehicles. After the public hearing, the ZBA granted the variance to reduce the side yard setback from 20-feet to 9-feet to permit the construction.

If you should have any question or comments as it relates to this report, please contact me at my office (734-544-3651) or by email at jlawsen@ytown.org.

**BUILDING DEPARTMENT REPORT
ALEX MAMO - CHIEF BUILDING OFFICIAL**

BUILDING DEPARTMENT MONTHLY REPORT - November 2015

Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	46	61	87	116	114	128	148	125	152	125	75		1,177
	\$ 3,081	\$ 9,211	\$ 20,850	\$ 16,030	\$ 13,320	\$ 23,326	\$ 19,613	\$ 35,654	\$ 34,430	\$ 55,071	\$ 12,482		\$ 243,068
Electrical	23	78	38	43	59	51	62	59	60	44	30		547
	\$ 1,530	\$ 4,715	\$ 2,775	\$ 3,375	\$ 4,090	\$ 3,525	\$ 4,975	\$ 3,910	\$ 4,305	\$ 4,135	\$ 2,725		\$ 40,060
Mechanical	78	89	119	101	130	155	69	107	117	91	72		1,128
	\$ 4,600	\$ 6,140	\$ 9,060	\$ 7,370	\$ 8,650	\$ 10,110	\$ 5,924	\$ 8,890	\$ 9,400	\$ 7,850	\$ 6,260		\$ 84,254
Plumbing	31	49	48	53	39	46	41	51	53	32	34		477
	\$ 1,625	\$ 2,830	\$ 3,775	\$ 4,825	\$ 2,605	\$ 3,445	\$ 3,695	\$ 4,660	\$ 4,095	\$ 2,625	\$ 3,060		\$ 37,240
Zoning	2	-	3	13	20	27	17	14	8	15	4		123
	\$ 90	\$ -	\$ 105	\$ 455	\$ 740	\$ 945	\$ 645	\$ 455	\$ 280	\$ 525	\$ 140		\$ 4,380
Sub Totals	180	277	295	326	362	407	337	356	390	307	215	-	3,452
TOTAL YTD	\$ 10,926	\$ 22,896	\$ 36,565	\$ 32,055	\$ 29,405	\$ 41,351	\$ 34,852	\$ 53,569	\$ 52,510	\$ 70,206	\$ 24,667	\$ -	\$ 409,002

BUILDING DEPARTMENT MONTHLY REPORT - 2014

Permit Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Building	55	44	66	90	127	124	91	128	91	112	62	79	1,069
	\$ 16,244	\$ 16,632	\$ 12,783	\$ 18,614	\$ 96,726	\$ 56,621	\$ 12,936	\$ 17,586	\$ 16,583	\$ 20,770	\$ 14,954	\$ 17,582	\$ 318,031
Electrical	16	16	23	18	49	43	41	30	25	39	28	18	346
	\$ 1,290	\$ 2,175	\$ 1,815	\$ 1,800	\$ 3,855	\$ 2,775	\$ 3,465	\$ 2,670	\$ 2,250	\$ 2,820	\$ 2,325	\$ 1,290	\$ 28,530
Mechanical	85	51	50	58	81	98	75	35	59	96	80	66	834
	\$ 4,980	\$ 2,760	\$ 3,095	\$ 4,185	\$ 5,925	\$ 10,000	\$ 7,161	\$ 3,390	\$ 6,110	\$ 7,125	\$ 5,385	\$ 4,682	\$ 64,798
Plumbing	28	30	83	35	46	107	39	36	49	53	16	26	548
	\$ 2,145	\$ 2,010	\$ 4,545	\$ 2,745	\$ 3,525	\$ 6,300	\$ 2,955	\$ 2,430	\$ 3,885	\$ 3,780	\$ 1,080	\$ 1,905	\$ 37,305
Zoning	2	-	1	14	13	26	16	10	7	9	8	7	113
	\$ 90	\$ -	\$ 45	\$ 630	\$ 585	\$ 1,170	\$ 720	\$ 450	\$ 315	\$ 405	\$ 360	\$ 270	\$ 5,040
Sub Totals	186	141	223	215	316	398	262	239	231	309	194	196	2,910
TOTAL YTD	\$ 24,749	\$ 23,577	\$ 22,283	\$ 27,974	\$ 110,616	\$ 76,866	\$ 27,237	\$ 26,526	\$ 29,143	\$ 34,900	\$ 24,104	\$ 25,729	\$ 453,704

**BUILDING DEPARTMENT REPORT
ALEX MAMO - CHIEF BUILDING OFFICIAL**

INSPECTION RUNNING TOTALS													
Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2015	337	442	456	584	417	624	556	713	458	572	419		
Total 2014	318	253	354	417	429	501	581	496	445	516	360	344	5,014
Total 2013	336	328	239	306	445	404	389	507	459	647	410	378	4,848
Total 2012	852	259	592	328	340	268	275	419	317	382	340	276	4,648
Total 2011	319	238	280	311	371	369	319	411	349	432	316	143	3,858
Total 2010	292	220	361	366	379	358	427	405	350	449	322	140	4,069
Total 2009	323	315	340	337	350	372	440	401	463	374	341	137	4,193
Total 2008	460	352	326	432	432	628	727	562	533	577	393	128	5,550

Rental Inspections	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Total 2015	327	287	361	339	297	318	286	287	354	420	411		
Total 2014	234	225	303	337	310	290	267	291	296	310	256	264	3,383
Total 2013	197	237	206	175	226	251	291	302	222	297	215	175	2,794
Total 2012	142	165	228	194	209	202	185	258	225	265	231	131	2,435
Total 2011	95	49	102	146	129	179	183	243	177	214	187	153	1,857
Total 2010	214	170	139	216	223	158	264	179	212	183	83	48	2,089
Total 2009	(Began tracking separate rental inspection totals Oct, 2009)									57	160	77	294



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: JEAN HALL CURRIE • STAN ELDRIDGE • MIKE MARTIN • SCOTT MARTIN

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, DECEMBER 15, 2015

5:00PM

**CIVIC CENTER
BOARD ROOM
7200 S. HURON RIVER DRIVE**

1. NEW YPSILANTI DISTRICT LIBRARY DIRECTOR LISA HOENIG
2. AGENDA REVIEW SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

- A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES



Charter Township of Ypsilanti

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REGULAR MEETING AGENDA

TUESDAY, DECEMBER 15, 2015

7:00 P.M.

Revised 12-15-15

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC COMMENTS
4. CONSENT AGENDA
 - A. MINUTES OF THE DECEMBER 1, 2015 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR DECEMBER 15, 2015 IN THE AMOUNT OF \$1,131,276.72
 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR NOVEMBER IN THE AMOUNT OF \$29,710.19
 3. CHOICE HEALTH CARE ADMIN FEE FOR OCTOBER IN THE AMOUNT OF \$1,192.50
 - C. NOVEMBER 2015 TREASURER'S REPORT
5. SUPERVISOR REPORT
6. CLERK REPORT
7. TREASURER REPORT
8. TRUSTEE REPORT
9. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #16

2. REQUEST OF BURNING BUSH CHURCH OF GOD IN CHRIST FOR A TWELVE (12) MONTH EXTENSION (UNTIL JANUARY 20, 2017) OF THEIR AMENDMENT TO PD STAGE II FINAL SITE PLAN DATED SEPTEMBER 26, 2014 PROPOSING THE CONSTRUCTION OF A 22,100 SQUARE FOOT NONRESIDENTIAL ADDITION IN RELATION TO THE EXISTING 26,000 SQUARE FOOT CHURCH FACILITY LOCATED AT 770 JAMES L. HART PARKWAY PARCEL K-11-17-361-005 AND K-11-17-361-021 WITH CONDITIONS SET FORTH BY THE PLANNING COMMISSION AT THEIR NOVEMBER 25, 2014 MEETING AND BY THE BOARD OF TRUSTEES AT THEIR JANUARY 20, 2015 REGULAR MEETING
3. RESOLUTION 2015-51, APPROVAL OF REFUNDING CONTRACT BETWEEN YPSILANTI TOWNSHIP AND YPSILANTI COMMUNITY UTILITY AUTHORITY AUTHORIZING AN AMOUNT NOT TO EXCEED \$5,800,000.00 2016 REFUNDING BONDS (FOR PRIOR 2006 BONDS)
4. RECOMMENDATION TO REDUCE THE SIZE OF THE PARK COMMISSION FROM NINE (9) TO SEVEN (7) MEMBERS
5. REQUEST OF KAREN WALLIN, HUMAN RESOURCES SPECIALIST TO POST AND FILL THE VACANT ORDINANCE ENFORCEMENT ADMINISTRATOR POSITION WITHIN THE TEAMSTER BARGAINING UNIT AND TO WAIVE EXTERNAL POSTING OF THE POSITION
6. 2016 CONTRACTS AND RENEWALS
7. RESOLUTION 2015-52, BOARDS AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS

OTHER BUSINESS

AUTHORIZATION AND BIDS

1. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF TO AWARD LOW BID TO SPARTAN DISTRIBUTORS FOR THE LEASE OF SIXTY EIGHT (68) TXT GAS POWERED GOLF CARTS IN THE AMOUNT OF \$96.73 PER CART, PER MONTH, ONE (1) CUSHMAN HAULER 1200 BEVERAGE CART IN THE AMOUNT OF \$318.63 PER MONTH AND AN ADDITIONAL \$8.75 PER CART FOR SERVICE MAINTENANCE FOR A TOTAL MONTHLY AMOUNT OF \$7,500.02 TO BE PAID FROM MARCH 2016 TO OCTOBER 2020 BUDGETED IN LINE ITEM #584-584-000-757-003

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 1, 2015 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 5:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe and Trustees: Stan Eldridge, Scott Martin and Trustee Mike Martin (arrived at 5:45 pm)

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

**1. REQUEST OF MARK NELSON, MAGISTRATE 14B COURT, FOR
AUTHORIZATION FOR RENEWAL OF THE DRUG COURT DOCKET GRANT IN
THE AMOUNT OF \$110,000.00 FOR 2016 AND TO AUTHORIZE SIGNING OF
THE CONTRACT (TABLED AT THE NOVEMBER 17, 2015 REGULAR MEETING)**

Judge Pope presented the Grant and explained how it was being implemented and that it began in 2014. Judge Pope spoke in detail about the grant funded program and the benefits for individuals in the program and for the community. A graduate of the program spoke about her success with the program.

**2. DISCUSSION OF FILLING VACANT ORDINANCE ADMINISTRATIVE POSITION
– Karen Wallin and Michael Radzik**

Karen Wallin, Human Resource Director, explained the Ordinance Administrative position that they are proposing to the Board. She explained the Ordinance Department had a vacancy after a retirement a couple years ago that was not filled. Ms. Wallin said that with the addition of inspecting mobile home and apartment rentals beginning in 2016 and with the current work load of the Ordinance Department, an additional Administrator was necessary. Ms. Wallin stated that a proposal will be on the agenda for the December 15, 2015 Board Meeting, requesting to post and fill a second Ordinance Administrator position. Mike Radzik, OCS Director, explained the job description for the Ordinance

CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 1, 2015 WORK SESSION MINUTES
PAGE 2

Administer. Clerk Karen Lovejoy Roe questioned the funding for this position. Mr. Radzik discussed which fund the position would be paid from but also stated they would eventually need another clerical position. Trustee Eldridge questioned the ratio between Ordinance Supervisor and Ordinance Assistant and also suggested possibly working different shifts to eliminate employees from being called into work when they are not scheduled.

3. AGENDA REVIEW

A) Public Hearing - Resolution 2015-35, 2016 Fiscal Year Budget

B) Public Comments

C) Consent Agenda

- 1. Minutes of the November 17, 2015 Work Session and Regular Meeting**
- 2. Statements and Checks**
 - a) Statements and Checks for December 1, 2015 in the Amount of \$379,107.78**

D) Attorney Report (none given)

OLD BUSINESS

- 1. REQUEST OF MARK NELSON, MAGISTRATE 14B COURT, FOR AUTHORIZATION FOR RENEWAL OF THE DRUG COURT DOCKET GRANT IN THE AMOUNT OF \$110,000.00 FOR 2016 AND TO AUTHORIZE SIGNING OF THE CONTRACT**

NEW BUSINESS

- 1. BUDGET AMENDMENT #15**
- 2. RESOLUTION 2015-36, 2016 SUPERVISOR'S WAGE**
- 3. RESOLUTION 2015-37, 2016 CLERK'S WAGE**
- 4. RESOLUTION 2015-38, 2016 TREASURER'S WAGE**
- 5. RESOLUTION 2015-39, 2016 TRUSTEE'S WAGE**

Ms. Kaiser, Township Resident, stated she did not want the Trustees to get paid if they were not attending the meetings.

Supervisor Stumbo stated that changes could only be made before the next election.

- 6. RESOLUTION 2015-40, 2016 NON-BARGAINING EMPLOYEES WAGES**
- 7. RESOLUTION 2015-46, ADOPTION OF 2016 REGULAR MEETING DATES**
- 8. RESOLUTION 2015-47, AMENDMENT TO ELECTED OFFICIALS 2015 WAGES**
- 9. RESOLUTION 2015-48, 2016 ADOPTION OF ROBERT'S RULES OF ORDER**
- 10. RESOLUTION 2015-49, 2016 DESIGNATION OF DEPOSITORIES**
- 11. RESOLUTION 2015-50, 2016 DESIGNATION OF NEWSPAPERS OR CIRCULATION**

12. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF TO TERMINATE LICENSE AGREEMENT WITH FORE UP TEE TIME RESERVATION SOFTWARE AND TO APPROVE THE AGREEMENT WITH GOLF NOW TEE TIME RESERVATION SOFTWARE.

Justin Blair, Golf Course Director, explained the difference between the two types of reservation software. He stated that the contract with Fore Up is expiring and he would like to change to Golf Now which will generate more tee times and therefore, more revenue.

13. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE COMPOST CENTER PRICING FOR 2016

Jeff Allen, Residential Services Director, suggested the compost price increase from \$10.00 to \$12.00 for non-residents only. He stated that they would like to add asphalt millings to the price list because they can screen them and resale them.

14. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE THE POLICY ON THE SALE AND DISTRIBUTION OF RECYCLE BINS

Jeff Allen, Residential Services Director, stated that we are giving away recycle bins to new residents and that it has become a large expense to the Township. He suggested changing the price when selling a recycle bin from \$8.00 to \$10.00 and to no longer give away free bins beginning in 2016.

15. REQUEST FOR APPROVAL OF LEASE AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND AMERICAN TOWER IN THE AMOUNT OF \$5,000.00 FOR AN OPTION PERIOD OF THREE YEARS. THE LEASE AMOUNT WILL BE \$22,577.80 FOR 2016 WITH A 3% INCREASE FOR EACH ADDITIONAL LEASE YEAR FOR USE OF PARCEL K-11-21-300-048 ON CIVIC CENTER PROPERTY BEHIND THE MAINTENANCE BUILDING IF THE TOWER IS BUILT

16. REQUEST OF DEBBIE AUE, SENIOR COORDINATOR FOR APPROVAL OF A GRANT IN THE AMOUNT OF \$4,941.00 FOR THE PURCHASE OF ROUND TABLES AND A RECTRAC SCANNING STATION AND TO AUTHORIZE SIGNING OF THE AGREEMENT

OTHER DISCUSSION

Supervisor Stumbo has talked with OHM, the original Engineers for the Township and they will provide an Architect who will design the new sign for the Civic Center and 14B Court at no cost. She stated we would do the new signs next year.

AUTHORIZATION AND BIDS

- 1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO AWARD LOW QUOTE FOR PRINTING OF THE HELPFUL HANDBOOK TO ALLEGRA PRINTING IN AN AMOUNT NOT TO EXCEED \$21,500.00 WITH \$6,000.00 DEPOSIT TO BE PAID IN 2015 AND THE BALANCE TO BE PAID IN 2016 BUDGETED IN LINE ITEM #226-226-000-900-000. ALSO, REQUEST TO APPROVE POSTAGE FOR MAILING OF THE HELPFUL HANDBOOK IN AN AMOUNT NOT TO EXCEED \$10,000.00 BUDGETED IN LINE ITEM #226-226-000-730-000.**

The meeting was adjourned at approximately 6:37 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE DECEMBER 1, 2015 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:02 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 observed.

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

Members Absent: Trustee Jean Hall Currie

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

A. RESOLUTION 2015-35, 2016 FISCAL YEAR BUDGET (Public Hearing Set at the November 17, 2015 Regular Meeting)

At 7:03 pm Supervisor Stumbo opened the Public Hearing on the 2016 Fiscal Year Budget. There were no comments. The Hearing Closed at 7:04 pm.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2015-35, 2016 Fiscal Year Budget (see attached).

The motion carried unanimously.

PUBLIC COMMENTS

Ms. Kaiser thanked the Township for the speakers who have attended the Neighborhood Watch meetings.

CONSENT AGENDA

A. MINUTES OF THE NOVEMBER 17, 2015 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR DECEMBER 1, 2015 IN THE AMOUNT OF \$379,107.78

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Consent Agenda.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 1, 2015 REGULAR BOARD MEETING MINUTES
PAGE 2**

ATTORNEY REPORT:

A. GENERAL LEGAL UPDATE

Attorney Winters explained when lawsuits are approved by the Township Board the person involved is given the opportunity to fix the problem. He said when they refuse to do the right thing, a lawsuit may ensue. He explained a recent case where the owner of the Oaks Apartments was ordered by the Court to do what the Township asked them to do and now it appears the property is coming into compliance.

OLD BUSINESS

- 1. REQUEST OF MARK NELSON, MAGISTRATE 14B COURT, FOR AUTHORIZATION FOR RENEWAL OF THE DRUG COURT DOCKET GRANT IN THE AMOUNT OF \$110,000.00 FOR 2016 AND TO AUTHORIZE SIGNING OF THE CONTRACT (Tabled at the November 17, 2015 Regular Meeting)**

A motion was made by Treasurer Doe, supported by Trustee S. Martin to remove this tabled item.

The motion carried as follows:

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

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Mark Nelson, Magistrate 14B Court, For Authorization For Renewal of The Drug Court Docket Grant in The Amount of \$110,000.00 For 2016 And to Authorize Signing of The Contract (see attached).

The motion carried unanimously.

NEW BUSINESS

- 1. BUDGET AMENDMENT #15**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #15 (see attached).

The motion carried unanimously.

- 2. RESOLUTION 2015-36, 2016 SUPERVISOR'S WAGE**

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 1, 2015 REGULAR BOARD MEETING MINUTES
PAGE 3**

Supervisor Stumbo requested to Abstain from voting on this agenda item. A motion was made by Trustee S. Martin, supported by Treasurer Doe to allow Supervisor Stumbo to Abstain From Voting.

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	No	Doe:	Yes	M. Martin:	Yes

A motion was made by Trustee S. Martin, supported by Treasurer Doe to Approve Resolution 2015-36, 2016 Supervisor's Wage (see attached).

The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Abstain
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes

3. RESOLUTION 2015-37, 2016 CLERK'S WAGE

The motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve Resolution 2015-37, 2016 Clerk's Wage (see attached).

The motion carried unanimously.

4. RESOLUTION 2015-38, 2016 TREASURER'S WAGE

Treasurer Doe Requested to Abstain from voting on this Agenda Item.

A motion was made by Trustee S. Martin, supported by Trustee Eldridge to allow Treasurer Doe to Abstain From Voting.

Eldridge:	Yes	S. Martin:	Yes	Stumbo:	Yes
Lovejoy Roe:	No	Doe:	Yes	M. Martin:	Yes

A motion was made by Trustee S. Martin, supported by Trustee Eldridge to Approve Resolution 2015-38, 2016 Treasurer's Wage (see attached).

The motion carried, Treasurer Doe Abstained.

5. RESOLUTION 2015-39, 2016 TRUSTEE'S WAGE

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve Resolution 2015-39, 2016 Trustee's Wage (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 1, 2015 REGULAR BOARD MEETING MINUTES
PAGE 4**

6. RESOLUTION 2015-40, 2016 NON-BARGAINING EMPLOYEES WAGES

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2015-40, 2016 Non-Bargaining Employees Wages (see attached).

The motion carried unanimously.

7. RESOLUTION 2015-46, ADOPTION OF 2016 REGULAR MEETING DATES

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve Resolution 2015-46, Adoption of 2016 Regular Meeting Dates (see attached).

The motion carried unanimously.

8. RESOLUTION 2015-47, AMENDMENT TO ELECTED OFFICIALS 2015 WAGES

A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Resolution 2015-47, Amendment to Elected Officials 2015 Wages (see attached).

The motion carried unanimously.

9. RESOLUTION 2015-48, 2016 ADOPTION OF ROBERT'S RULES OF ORDER

A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Resolution 2015-48, 2016 Adoption of Robert's Rules of Order (see attached).

The motion carried unanimously.

10. RESOLUTION 2015-49, 2016 DESIGNATION OF DEPOSITORIES

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2015-49, 2016 Designation of Depositories (see attached).

The motion carried unanimously.

11. RESOLUTION 2015-50, 2016 DESIGNATION OF NEWSPAPERS OF CIRCULATION

A motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve Resolution 2015-50, 2016 Designation of Newspapers of Circulation (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 1, 2015 REGULAR BOARD MEETING MINUTES
PAGE 5**

12. REQUEST OF JUSTIN BLAIR, DIRECTOR OF GOLF TO TERMINATE LICENSE AGREEMENT WITH FORE UP TEE TIME RESERVATION SOFTWARE AND TO APPROVE THE AGREEMENT WITH GOLF NOW TEE TIME RESERVATION SOFTWARE

A motion was made by Trustee S. Martin, supported by Trustee Eldridge to Approve Request of Justin Blair, Director of Golf, to Terminate License Agreement with Fore Up Tee Time Reservation Software and to Approve the Agreement with Golf Now Tee Time Reservation Software and Authorize the Signing of the Agreement (see attached).

The motion carried unanimously.

13. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE COMPOST CENTER PRICING FOR 2016

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Jeff Allen, Residential Services Director to Approve Compost Center Pricing for 2016 (see attached).

The motion carried unanimously.

14. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE THE POLICY ON THE SALE AND DISTRIBUTION OF RECYCLE BINS

A motion was made by Clerk Lovejoy Roe, supported by Trustee S. Martin to Approve Request of Jeff Allen, Residential Services Director to Approve the Policy on the Sale and Distribution of Recycle Bins.

The motion carried unanimously.

15. REQUEST FOR APPROVAL OF LEASE AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND AMERICAN TOWER IN THE AMOUNT OF \$5,000.00 FOR AN OPTION PERIOD OF THREE YEARS. THE LEASE AMOUNT WILL BE \$22,577.80 FOR 2016 WITH A 3% INCREASE FOR EACH ADDITIONAL LEASE YEAR FOR USE OF PARCEL K-11-21-300-048 ON CIVIC CENTER PROPERTY BEHIND THE MAINTENANCE BUILDING IF THE TOWER IS BUILT

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Request for Approval of Lease Agreement Between Ypsilanti Township and American Tower in the Amount of \$5,000.00 for an Option Period of Three Years. The Lease Amount will be \$22,577.80 for 2016 with a 3% Increase for Each Additional Lease Year for use of Parcel K-11-21-300-048 on Civic Center Property Behind the Maintenance Building if the Tower is Built (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 1, 2015 REGULAR BOARD MEETING MINUTES
PAGE 6**

16. REQUEST OF DEBBIE AUE, SENIOR COORDINATOR FOR APPROVAL OF A GRANT IN THE AMOUNT OF \$4,941.00 FOR THE PURCHASE OF ROUND TABLES AND A RECTRAC SCANNING STATION AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Debbie Aue, Senior Coordinator for Approval of a Grant in the Amount of \$4,941.00 for the Purchase of Round Tables and a Rectrac Scanning Station and to Authorize Signing of the Agreement (see attached).

The motion carried unanimously.

OTHER BUSINESS

AUTHORIZATION AND BIDS

1. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR, TO AWARD LOW QUOTE FOR PRINTING OF THE HELPFUL HANDBOOK TO ALLEGRA PRINTING IN AN AMOUNT NOT TO EXCEED \$21,500.00 WITH A \$6,000.00 DEPOSIT TO BE PAID IN 2015 AND THE BALANCE TO BE PAID IN 2016 BUDGETED IN LINE ITEM #226-226-000-900-000. ALSO, REQUEST TO APPROVE POSTAGE FOR MAILING OF THE HELPFUL HANDBOOK IN AN AMOUNT NOT TO EXCEED \$10,000.00 BUDGETED IN LINE ITEM #226-226-000-730-000

A motion was made by Treasurer Doe, supported by Trustee S. Martin to Approve the Request of Jeff Allen, Residential Services Director, to Award Low Quote for Printing of the Helpful Handbook to Allegra Printing in an Amount Not to Exceed \$21,500.00 with a \$6,000.00 Deposit to be Paid in 2015 and the Balance to be Paid in 2016 Budgeted in Line Item #226-226-000-900-000. Also, Request to Approve Postage for Mailing of the Helpful Handbook in an Amount not to Exceed \$10,000.00 Budgeted in Line Item #226-226-000-730-000.

The motion carried unanimously.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Adjourn.

The motion carried unanimously.

The meeting adjourned at approximately 7:29 p.m.

**CHARTER TOWNSHIP OF YPSILANTI
DECEMBER 1, 2015 REGULAR BOARD MEETING MINUTES
PAGE 7**

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**STATE COURT ADMINISTRATIVE OFFICE (SCAO)
OFFICE OF HIGHWAY SAFETY PLANNING (OHSP) GRANT**

**Subcontract Agreement
between**

SCAO

Federal I.D. Number: 38-600134

and

GRANTEE: 14B District Court - Adult District Drug Court

Federal I.D. Number: 38-6007433

Contract Number: 5178

Grant Amount: \$110,000

Project Title: SCAO OHSP Grant Program

CFDA Number: 20.601

CFDA Title: Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant

Federal Agency Name: U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA)

Federal Grant Award Number: AL-16-05

Federal Program Title: Alcohol Impaired Driving Countermeasures Incentive Grants I

- I. **Period of Agreement:**
This agreement shall commence on October 1, 2015, and terminate on September 30, 2016. This agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the SCAO.
- II. **Agreement Amount and Budget:**
This agreement incorporates the Grantee's approved grant application request and most recently approved budget. Any changes to the Project Budget must be requested by the Grantee with a Contract Amendment form in WebGrants, subject to approval by the SCAO. Budget deviation allowances are not permitted.
- III. **Relationship:**
The Grantee is an independent contractor, and it is understood that the Grantee is not an employee of the SCAO. No employee, agent, or subcontractor of the Grantee is an employee of the SCAO. No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either

express or implied, shall arise or accrue to either party as a result of this contract. The Grantee is not eligible for, and will not participate in, any such benefits. The Grantee is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Grantee's activities in accordance with this agreement, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees. The Grantee understands and agrees that all parties furnishing services pursuant to this agreement are, for purposes of workers' compensation liability or other actions of employee-related liability, not employees of the SCAO. The Grantee bears the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees for injuries arising from or connected with services performed pursuant to this agreement. The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

IV. **Insurance:**

The Grantee should carry insurance coverage or self-insurance in such amounts as necessary to cover all claims arising out of the Grantee's operations under the terms of this agreement.

V. **Scope of Services:**

Upon signing of this agreement, the SCAO agrees to provide funding from the Grant in an amount not to exceed the amount of this agreement. In no event does this agreement create a charge against any other funds of the SCAO or the Michigan Supreme Court. The Grantee, and the Grantee's employees or subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this agreement and in any amendments to this agreement. Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, agreements, and similar agreements, shall remain the sole responsibility of the SCAO.

VI. **Statement of Work:**

The Grantee agrees to undertake, perform, and complete the services described in its approved grant application. Any changes to the work described in the grant application must be requested using a Contract Amendment form in WebGrants. The Grantee may not assign the performance under this agreement to any other entity or person who is not an employee of the Grantee except with prior written approval of the SCAO. All provisions and requirements of this agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this agreement and shall be responsible for the performance of any contracted work.

VII. **Publication Rights:**

The Grantee shall give proper recognition in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

"The opinions, findings, and conclusions expressed in this publication are those of the author(s) and not necessarily those of the State Court Administrative Office, Michigan Office of Highway Safety Planning, or the U.S. Department of Transportation, National Highway Traffic Safety Administration. The report was prepared in cooperation with the State Court Administrative Office, the Michigan Office of Highway Safety Planning, and the U.S. Department of Transportation,

National Highway Traffic Safety Administration."

The SCAO shall, in return, give recognition to the Grantee and/or Subcontractor when applicable.

VIII. General Public Information and Education Requirements:

- A. All original electronic files including, designs, concepts, photographs, video, and audio financed with grant funds shall be delivered to the SCAO by an agreed upon due date between SCAO and the grantee. The items will remain property of the Michigan State Police, Office of Highway Safety Planning, and shall not be subject to copyright protection by the Grantee or their agents. Items will be submitted to the SCAO immediately after production of the item. The SCAO will hold the final grant reimbursement until all of the above items have been submitted. The Grantee shall not enter into agreement that includes any time limits on rights for music, talent, artwork, or photographs. The Grantee shall inform all vendors, subcontractors, or their agents of this requirement before authorizing work to be performed.
- B. All printed public information and education materials and videos are required to contain logos as designated by the OHSP, which are available in electronic formats upon request. See printing requirements listed below for more details. Audio materials must include the OHSP tag line. All materials, including audio and video materials, must be approved by the SCAO prior to production. Audio and video scripts must be submitted for review and approval. Approval will be given within one week of receipt by the SCAO. All videos, print photography, or graphics shall depict drivers and passengers to be properly restrained by safety belts or child passenger safety devices unless the lack of restraints is for demonstration and educational purposes.
- C. In accordance with Title II Part 225 of the Code of Federal Regulations, messaging costs which are of a public relations nature, and designed in whole or in part to promote either an individual or a governmental unit, is prohibited and not eligible for reimbursement.
- D. The following byline shall be placed on all printed public information and education materials: "This material was developed through a project funded by the Michigan Office of Highway Safety Planning and the U.S. Department of Transportation."
- E. All public communications or news releases concerning this project shall state the project is financed with funds administered through OHSP.
- F. The purchase of program advertising space by Grantees on TV, radio, magazines, newspapers, billboards, etc. is not an allowable expense and will not be reimbursed.

IX. State of Michigan Printing Requirements:

The following items require the prior approval of the SCAO:

- Flyers
- Posters
- Brochures
- Printing requirement two or more colors of ink
- Annual reports
- Newsletters
- Printing requiring photographs

- Printing projects that include silk screened folders or binders, die-cut folders or covers, holograms, foil printing, embossing, or engraving.

Paper stock shall be standard sizes, as unusual sizes and special-order paper stock is more expensive than standard size and result in additional waste.

X. **Copies:**

The SCAO will require one electronic copy of any publication produced with federal traffic safety grant funds if the items are not distributed statewide. The copy can be submitted via email, CD, or flash drive. The SCAO will require three copies of any of the following produced with federal traffic safety grant funds if they are distributed statewide. These copies are distributed throughout the state of Michigan's library system:

- Annual reports
- Manuals, handbooks, and training materials
- News releases
- Statistics

The SCAO will require three copies of any of the following produced with federal traffic safety grant funds if they are distributed statewide. These copies are housed as part of Michigan's library system:

- Posters
- Brochures
- Flyers

If the publication is available on a publicly accessible website, a link to the document must also be provided to the SCAO. The state of Michigan's library system will then include it in its digital archive.

XI. **Closed Captioning:**

All DVDs must be closed captioned. This includes any online videos. Public communications or news releases concerning this project shall state that the project was financed with funds administered through the OHSP.

XII. **Social Media Use and Approval:**

Posts to social media accounts such as Facebook and Twitter associated with federally funded grants and projects require prior approval from the SCAO before release to the public. Approval will be granted on a case by case basis.

XII. **Performance Measurement Data and Reporting:**

The Grantee agrees to submit and is responsible for timely, complete, and accurate reports as identified in Attachment 1. The failure of the Grantee to comply with this requirement may result in the withholding of funds and or termination of this agreement. The data for each participant who is screened or accepted into the program must be entered into the Drug Court Case Management Information System (DCCMIS). If any report is thirty days past due, a delinquency notice will be sent via email notifying the Grantee that it has 15 days to comply with the reporting requirement. Forty-five days past the due date, a forfeiture notice will be sent to the Grantee via the U.S. Postal Service notifying it that its funding award has been rescinded due to contract noncompliance.

XIII. **Payment Processing:**

- A. The SCAO, in accordance with the general purposes, objectives, and terms and conditions of this agreement, will provide payment to the Grantee based upon appropriate reports, records, and documentation maintained by the Grantee. Any billing or request for reimbursement for subcontract costs must be supported by adequate source documentation on costs and services. A document entitled “Acceptable Back up Documentation for Federal Cost Claims” is available from the OHSP to assist with identifying adequate back-up documentation. Costs charged to this grant cannot be charged to any other program. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments or erroneous charges. Payment requests must be submitted to the SCAO in a timely manner such that the SCAO can subsequently request reimbursement from the OHSP within the required reimbursement period. The Grantee must sign up through the online vendor registration process to receive payments as Electronic Funds Transfers (EFT)/Direct Deposits. Registration information is available through the Department of Technology, Management, and Budget’s website at: http://www.michigan.gov/budget/0,1607,7-157-13404_37161-179392--,00.html.
- B. The Grantee shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the SCAO’s fiscal procedures. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.
- C. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the Grantee from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to the SCAO, unless prior permission is obtained from the SCAO to use the funds for other traffic safety projects.
- D. Payments for salaries and wages shall be supported by time and attendance reports, based on an after-the-fact distribution of time, which shows details of the activities performed. Grantees must maintain activity logs which document the actual amount of time spent on this grant project, and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial reimbursement request.
- E. Reimbursement for wages and fringe benefits shall be based on actual costs not budgeted rates. Only those fringe benefit costs that actually increase as a result of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include FICA, workers compensation, and retirement, but if any of these costs are structured so that they do not increase with overtime, such increases cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50 percent of the position is grant funded, 50 percent of the fringe benefits can be claimed). Fringe benefit rates must be reasonable, in accordance with federal cost principles. Grantees shall comply with all state labor laws.

- F. Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. All Grantees or subgrantees awarding contracts or subcontracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18 – Uniform Administrative Requirements For Grant And Cooperative Agreements To State and Local Governments, § 18.36 Procurement. All contracts for the purpose of developing public information materials (print, audio, or video) must be submitted to the SCAO for review prior to entering into the contractual agreement with the vendor.
- G. Automotive expenses submitted shall be based on the actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times mileage rate. The maximum rate is the State’s standard travel rate, but if the grantee’s rate is less, then the lesser amount must be used. The rate will be determined when the budget is approved.
- H. Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the Grantee’s published travel rates or allowable State of Michigan travel rates. Exceptions to this for unusual situations require prior approval by the SCAO prior to incurring the expense.
- I. Postage, telephone, and grant related travel costs shall be documented by log or meter and submitted with the reimbursement request.
- J. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside the grant period will not be reimbursed. Costs cannot exceed the approved grant award.
- K. Goods purchased through the grant shall be received in acceptable conditions. If goods are not received in acceptable condition within thirty (30) days prior to the grant ending, the grantee shall contact the SCAO program coordinator.
- L. The grantee shall use generally accepted accounting principles.
- M. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the SCAO regardless of the dollar amount. In addition, grantees receiving from SCAO for multiple projects must have a separate account for each grant project. It is the responsibility of the oversight agency to insure that all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by SCAO.
- N. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments or erroneous charges.
- O. The following deviations from the approved budget require prior approval from SCAO:
 - A. A specific item of cost not included in the approved budget.
 - B. An increase in the number of specific item over and above the total authorized.
- P. A delay in submitting support documentation may result in the suspension of all grant activity.
- Q. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

XIV. **Employee Time Certifications:**

It is the Grantee's obligation to notify the SCAO immediately when an OHSP-funded employee:

- Is disabled or deceases while having been assigned to a grant-funded position;
- Is removed or reassigned from a grant-funded position; and/or,
- Is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

All agreement-funded employees will complete and submit to the SCAO an executed Employee Time Certification form supplied in WebGrants. The grantee's failure to submit Employee Time Certification forms could result in loss of position funding.

XV. **Record Maintenance/Retention:**

The Grantee agrees to maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this agreement, as required. The Grantee must assure that all terms of this agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure or until any pending litigation and/or audit findings have been resolved. All retention record guidelines set by the SCAO and/or the Grantee must be adhered to if they require additional years beyond retention guidelines stated herein. The Grantee's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Grantee.

XVI. **Authorized Access:**

The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the SCAO, the OHSP, Program Evaluators (contracted by the OHSP or the SCAO), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this agreement, to the extent authorized by applicable state or federal law, rule, or regulation. The SCAO and/or the OHSP may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, if requested. The SCAO and/or the OHSP may request that a funded program be evaluated by a contracted outside evaluation team. Grantees shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

XVII. **Confidential Information:**

In order that the Grantee's employees or subrecipient subcontractors may effectively provide fulfillment of this agreement to the SCAO, the SCAO may disclose confidential or proprietary information pertaining to the SCAO's past, present, and future activities to the Grantee. All such information is proprietary to the SCAO and the Grantee shall not disclose such information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order. If disclosure is required by law or court order, the SCAO will be notified of the request before disclosure. The Grantee agrees to return all confidential or proprietary

information to the SCAO immediately upon the termination of this agreement. Both the SCAO and the Grantee shall ensure that medical services to, and information contained in the medical records of, persons served under the provisions of this agreement or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the provision of services or other activity under this agreement, shall remain confidential. Such information shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly or indirectly identify particular individuals.

XVIII. **Human Subjects:**

The Grantee must submit all research involving human subjects conducted in programs sponsored by the SCAO, or in programs that receive funding from or through the state of Michigan, to the Michigan Department of Health and Human Services (MDHHS) Institutional Review Board (IRB) for approval prior to the initiation of the research.

XIX. **Subcontractor/Vendor Monitoring:**

The Grantee must comply with the Single Audit Act of 1984, as amended, 31 USC 7501 *et seq.* requirements and must forward all single audits covering grant funds administered through this agreement to the SCAO. The SCAO is responsible for reviewing all single audit adverse findings, issuing management decisions on audit findings and ensuring that corrective actions are implemented in accordance of OMB Circular A-133. The SCAO is responsible for ensuring that the Grantee is expending grant funds appropriately as specified through this agreement, and shall conduct monitoring activities to ensure compliance with all associated laws, regulations and provisions as well as ensure that performance goals are achieved. The SCAO shall ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section .210(e). The SCAO must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210(f).

XX. **Notification of Criminal or Administrative Investigations/Charges:**

If any employee of the Grantee that is associated with this agreement project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this agreement, the Grantee shall immediately notify the SCAO, in writing, that such an investigation is ongoing or that a charge has been issued.

XXI. **Agreement Suspension/Termination:**

In addition to forfeiture under Section XIII, the SCAO and/or the Grantee may suspend and/or terminate this agreement without further liability or penalty to the SCAO for any of the following reasons:

- A. This agreement may be suspended by the SCAO if any of the terms of this agreement are not adhered to. Suspension requires immediate action by the Grantee to comply with this agreement's terms; otherwise, termination by the SCAO may occur.
- B. Failure of the Grantee to make satisfactory progress toward the goals, objectives, or strategies set forth in this agreement.

- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this agreement or other report or document.
- E. This agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This agreement may be terminated immediately if the Grantee, an official of the Grantee, or an owner of a 25% or greater share of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; convicted of any other criminal offense which, in the sole discretion of the National Highway Traffic Safety Administration, reflects on the Grantee's business integrity; any activity in Section XX of this agreement during the term of this agreement or any extension thereof.
- G. This agreement may be terminated immediately without further financial liability to the SCAO if funding for this agreement becomes unavailable to the SCAO.
- H. If a grant is terminated by the SCAO for failure to meet the grant management requirements, the Grantee shall not be eligible to seek grant funding from the SCAO OHSP grant program for a period of two years. In order to obtain grant funding after the two-year period, the Grantee will be required to submit written assurances that the identified deficiencies have been corrected. Additionally, the Grantee may be required to submit monthly financial reports to allow for increased financial monitoring.

XXII. **Final Reporting Upon Termination:**

Should this agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the SCAO with all financial, performance, and other reports required as a condition of this agreement. The SCAO will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs.

XXIII. **Severability:**

If any provision of this agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this agreement.

XXIV. **Liability:**

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of the SCAO, if the liability, loss, or damage is caused by, or arises out of, the

action or failure to act on the part of any Grantee employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity as provided by statute or court decisions.

- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the SCAO in the performance of this agreement shall be the responsibility of the SCAO, and not the responsibility of the Grantee, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the SCAO, anyone directly or indirectly employed by the SCAO, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the SCAO or its employees by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Grantee and the SCAO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Grantee and the SCAO in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Grantee, the SCAO, or their employees, respectively, as provided by statute or court decisions.

XXV. **Michigan Law:**

This agreement shall be subject to, and shall be enforced and construed under, the laws of Michigan.

XXVI. **Debt to State of Michigan:**

The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

XXVII. **Disputes:**

- A. The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this agreement within seven days of discovery of the alleged breach.
- B. The Grantee and the SCAO agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this agreement; or any claim that the SCAO violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.
- C. The Grantee and the SCAO agree that, in the event that mediation is unsuccessful, any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion of the arbitrator. This agreement to arbitrate shall be specifically enforceable. A judgment of any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

XXVIII. **Certifications and Assurances:**

The Grantee must adhere to all applicable Certifications and Assurances provided in this section. The failure to do so may result in the termination of grant funding or other remedies.

A. **Certifications:**

The Grantee should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this agreement requires compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying" and 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)."

B. **Lobbying:**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Grantee certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the grantee shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
3. This certification is a material representation of fact upon which reliance was placed when the grant application was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure; and
4. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. A State official whose salary is supported with NHTSA funds is not precluded from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

C. **Business Integrity Clause:** The SCAO may immediately cancel the grant without further liability to the SCAO or its employees if the grantee is

convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the SCAO, reflects the grantee's business integrity

D. Debarment, Suspension and Other Responsibility Matters (Direct Recipient): As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Grantee certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

E. Drug-Free Workplace: The grantee and subgrantees agrees to abide by the Federal Drug-Free Workplace Act (49 CFR Part 29 Sub-part F).

F. Standard Assurances:

The Grantee hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements).

The Grantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the general office, through any authorized representative, timely access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*
5. It will comply with Executive Order 13279, Executive Order 13559, and the regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 38, which prohibits recipients from using federal financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that federal financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with federal financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from federally-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by federal funds are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Grantee shall clearly document the number of hours spent on secular activities associated with the federally-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.
6. The Grantee agrees to ensure that no person in the United States shall, on the grounds of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability, political affiliation or beliefs, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program. The Grantee shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the following: The Grantee will comply with all state and federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits

discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S. C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Publ. L. 101-336), as amended (42 U.S.C. 12101, et seq.) which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Section 523 and 527 of the Public Health Service Act of the 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing ; (j) any other nondiscrimination provision in the specific statute(s) under which application for federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended. The Grantee's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D)).

7. If the Grantee is a governmental entity, it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
8. If the Grantee is a governmental entity, it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

It is imperative that the Grantee understands that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) the Grantee's budget, and may not supplant (replace) state, local or tribal funds that otherwise would have been spent on positions and/or any other items approved in this agreement budget if it had not received a grant award. The Financial Officer or Authorizing Official may not be funded

under this grant. This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the lay-off. [Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.]
4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.
5. The grantee shall not use grant funds to supplant state or local funds, or, the resources that would otherwise have been made available for this program. Further, if a position is created by a grant and is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the grantee must stop charging the grant for the new position. Upon filling the vacancy, the grantee may resume charging the grant position.

H. The Hatch Act:

1. Grantees and sub-grantees will comply with the provisions of 5 USC §§ 1501-1508 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Offices or Employees.

I. Buy America Act:

1. Only items produced in the United States may be purchased with federal funds unless the Grantee can show that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and are of an unsatisfactory quality; or that inclusion of domestic materials will increase the cost of the overall

project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to the SCAO for approval by the appropriate governing authority.

2. The Grantee or its contractors agree to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement.

J. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act of 1996 is pertinent to the services that the Grantee provides to the SCAO under this agreement, the Grantee assures that it is in compliance with the HIPAA requirements including the following:

1. The Grantee must not share any protected health data and information provided by the SCAO or the OHSP that falls within the HIPAA prohibitions.
2. The Grantee must require the subcontractor not to share any protected health data and information from the SCAO that falls under the HIPAA requirements in terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to report to the SCAO any unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Grantee becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Section XXII, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Grantee is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Grantee from the SCAO, the OHSP, or any other source.

XXIX. **Conditions on Expenses:**

Costs must be reasonable and necessary. Individual consultant fees are limited to \$450 (excluding travel, lodging and meal costs) per day, which includes legal, medical, psychological and accountant consultants. If the rate will exceed \$450 for an eight-hour day, prior written approval is required from the SCAO. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. Grantees shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open, and free competition. Maximum, open, and free competition shall be assured

through the distribution of an adequate number of proposal solicitations.

1. Competition: Grantees shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open and free competition. Maximum, open and free competition shall be assured through the distribution of an adequate number of proposal solicitations.
2. Small Purchase Procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) qualified sources.
3. Competitive Bids: For purchases over \$25,000, the Grantee shall follow their competitive bid process providing it is at least as restrictive as the process required by the State of Michigan. The Grantee or their contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement.

XXX. **Conflict of Interest:**

The SCAO and the Grantee are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XXXI. **Compliance with Applicable Laws and Agreements:**

The Grantee will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this agreement. The Grantee will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this agreement, as well as the terms of the agreement between the OHSP and the SCAO. The SCAO shall supply the Grantee with a copy of said agreement.

XXXII. **Agreement Signatures:**

The Grantee hereby accepts this agreement in the amount and for the period indicated in the first page of this document on the basis of the application, assurances, and supporting documents submitted by the SCAO to the OHSP. This agreement becomes effective when signed by the parties. This award does not assure or imply continuation in funding beyond the funding period of this subcontract. The Grantee agrees to provide the SCAO with a copy of the Single Audit Report of the Grantee's entity.

XXXIII. **Entire Agreement:**

Except for the Grantee's approved grant application, application assurances, and most recently approved budget, this agreement contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this agreement exists to bind either of the parties.

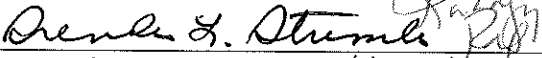
XXXIV. **Delivery of Notice:**

Written notices and communications required under this agreement shall be delivered

by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

- A. The Grantee's contact Mark Nelson, 7200 S. Huron River Drive, Ypsilanti, MI 48197.
- B. The SCAO's contact person is Dr. Jessica Parks, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.

Authorizing Official: Must be a person who is authorized to enter into a binding contract for the entity receiving funds. *The authorizing official may not be a judge or other state employee.* The authorizing official is normally from the Executive or Legislative Branch of the entity (e.g., City Manager, Mayor, Council President, Board Chairperson, Chief Financial Officer, etc.).

Court Authorized Official Signature: 	SCAO Authorized Official Signature:
Name: Brenda L. Stumbo / Kara Lowry Roc Date: Dec. 2, 2015	Name: Date:

**OFFICE OF HIGHWAY SAFETY PLANNING GRANT PROGRAM (OHSP)
FY 2016 REPORTING REQUIREMENTS
October 1, 2015 through September 30, 2016**

DCCMIS DATA EXCEPTION REPORTS	
DUE DATE	NOTE
February 15, 2016	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2015, through December 31, 2015.
May 15, 2016	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2016, through March 31, 2016.
August 15, 2016	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2016, through June 30, 2016.
November 15, 2016	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2016, through September 30, 2016.
DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2016	Courts will be confirming user access to DCCMIS.
CLAIMS	
DUE DATE	NOTE
January 10, 2016	Courts will be reporting on expenditures from October 1, 2015, through December 31, 2015.
April 10, 2016	Courts will be reporting on expenditures from January 1, 2016, through March 31, 2016.
July 10, 2016	Courts will be reporting expenditures from April 1, 2016, through June 30, 2016.
October 10, 2016	Courts will be reporting expenditures from July 1, 2016, through September 30, 2016.
PROGRESS REPORTS	
DUE DATE	NOTE
April 30, 2016 Interim	Courts will be reporting on progress made during the first half of the grant period – October 1, 2015, through March 31, 2016.
October 30, 2016 Final Report	Courts will be reporting on progress made during the second half of the grant period – April 1, 2016, through September 30, 2016.
OHSP QUARTERLY PROGRAM REPORTS AND PROGRAM INCOME REPORTS	
DUE DATE	NOTE
January 10, 2016	Courts will be reporting on activity occurring during the time period of October 1, 2015, through December 31, 2015.
April 10, 2016	Courts will be reporting on activity occurring during the time period of January 1, 2016, through March 31, 2016.
July 10, 2016	Courts will be reporting on activity occurring during the time period of April 1, 2016, through June 30, 2016.
October 10, 2016	Courts will be reporting on activity occurring during the time period of July 1, 2016, through September 30, 2016.

PROGRAM INCOME VERIFICATION	
DUE DATE	NOTE
January 10, 2016	Courts will be verifying whether program income is collected.
OHSP EMPLOYEE TIME CERTIFICATION REPORTS	
DUE DATE	NOTE
April 10, 2016	Courts will be reporting on employee time paid for by the grant during the time period of October 1, 2015, through March 31, 2016.
October 10, 2016	Courts will be reporting on employee time paid for by the grant during the time period of April 1, 2016, through September 30, 2016.

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #15**

December 1, 2015

101 - GENERAL OPERATIONS FUND

Total Increase \$12,054.60

Increase salary by amendment to the resolution of the elected officials due to the additional pay period. This will cover earned wages from December 18 to December 31 of 2015. This will affect the wages and FICA line items in their respective departments. We will be changing the resolution for the elected officials to a bi-monthly pay beginning in 2016 at the suggestion of our auditor, David Williamson. This way we will avoid the extra pay period in 11 years. This will be funded by an appropriation from prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$12,054.60
			<u>Net Revenues</u> <u>\$12,054.60</u>
Expenditures:	Wage - Trustees	101-101-000-703.000	\$2,305.16
	FICA - Trustees	101-101-000-715.000	\$176.35
	Wage - Supervisor	101-171-000-703.000	\$2,964.26
	FICA - Supervisor	101-171-000-715.000	\$226.77
	Wage - Clerk	101-215-000-703.000	\$2,964.26
	FICA - Clerk	101-215-000-715.000	\$226.77
	Wage - Treasurer	101-253-000-703.000	\$2,964.26
	FICA - Treasurer	101-253-000-715.000	\$226.77
			<u>Net Expenditures</u> <u>\$12,054.60</u>

236 - 14B DISTRICT COURT FUND

Total Increase \$27,500.00

Increase revenue and expenditure budget for State Grant for the period between October 1 through December 27 for a grant received for Drug Court Docket funding. This will be funded by a State Grant.

Revenues:	State Grant	236-000-000-569.019	\$27,500.00
			<u>Net Revenues</u> <u>\$27,500.00</u>
Expenditures:	14B Court Special Projects	236-136-000-802.200	\$27,500.00
			<u>Net Expenditures</u> <u>\$27,500.00</u>

893 - NUISANCE ABATEMENT FUND

Total Increase \$4,000.00

Increase board ups enforcement cost and noxious weed enforcement cost in the Nuisance Abatement Fund. This will be funded by the increase to the services changes for board up of vacant & residential properties revenue.

Revenues:	Board Up Revenue Vac Res	893-000-00-672.002	\$4,000.00
			<u>Net Revenues</u> <u>\$4,000.00</u>
Expenditures:	Board Up Enforcement cost	893-893-000-806.002	\$2,000.00
	Noxious weed enforcement cost	893-893-000-806.003	\$2,000.00
			<u>Net Expenditures</u> <u>\$4,000.00</u>

Motion to Amend the 2015 Budget (#15):

Move to increase the General Fund budget by \$12,054.60 to \$10,213,735 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund by \$27,500 to \$1,605,351 and approve the department line item changes as outlined.

Move to increase the Nuisance Abatement Fund by \$4,000 to \$52,869 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2015-36
ESTABLISH TOWNSHIP SUPERVISOR'S SALARY

WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

WHEREAS the salary for the office of Supervisor was decreased in 2010 by 3% from the 2009 total salary and remained the same in 2011, 2012 and 2013 at \$73,653.80 annually; and

WHEREAS in 2014, it was restored to the 2009 total salary of \$75,931.75; and

WHEREAS in 2015, it was increased by 1.5%, the same as AFSCME, Teamsters and non-union employees; and

WHEREAS per their contracts, all AFSCME and Teamster employees will receive a 1.5% increase in 2016; and

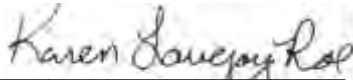
WHEREAS it is proposed that non-union employees also receive this increase,

NOW THEREFORE BE IT RESOLVED that the salary for the office of Supervisor shall receive a 1.5% increase from the original 2015 salary in 2016 to \$78,226.79; and

BE IT FURTHER RESOLVED that elected officials' wages will be paid bi-monthly per our auditor's recommendation.

Revised 12/1/15

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. 2015-36 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2015-37
ESTABLISH TOWNSHIP CLERK'S SALARY

WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

WHEREAS the salary for the office of Clerk was decreased in 2010 by 3% from the 2009 total salary and remained the same in 2011, 2012 and 2013 at \$73,653.80 annually; and

WHEREAS in 2014, it was restored to the 2009 total salary of \$75,931.75; and

WHEREAS in 2015, it was increased by 1.5%, the same as AFSCME, Teamsters and non-union employees; and

WHEREAS per their contracts, all AFSCME and Teamster employees will receive a 1.5% increase in 2016; and

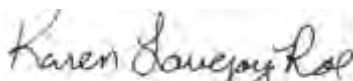
WHEREAS it is proposed that non-union employees also receive this increase,

NOW THEREFORE BE IT RESOLVED that the salary for the office of Clerk shall receive a 1.5% increase from the original 2015 salary in 2016 to \$78,226.79; and

BE IT FURTHER RESOLVED that elected officials' wages will be paid bi-monthly per our auditor's recommendation.

Revised 12/1/15

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. 2015-37 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2015-38
ESTABLISH TOWNSHIP TREASURER'S SALARY

WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

WHEREAS the salary for the office of Treasurer was decreased in 2010 by 3% from the 2009 total salary and remained the same in 2011, 2012 and 2013 at \$73,653.80 annually; and

WHEREAS in 2014, it was restored to the 2009 total salary of \$75,931.75; and

WHEREAS in 2015, it was increased by 1.5%, the same as AFSCME, Teamsters and non-union employees; and

WHEREAS per their contracts, all AFSCME and Teamster employees will receive a 1.5% increase in 2016; and

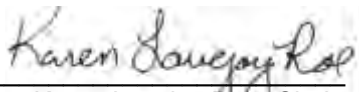
WHEREAS it is proposed that non-union employees also receive this increase,

NOW THEREFORE BE IT RESOLVED that the salary for the office of Treasurer shall receive a 1.5% increase from the original 2015 salary in 2016 to \$78,226.79; and

BE IT FURTHER RESOLVED that elected officials' wages will be paid bi-monthly per our auditor's recommendation.

12/1/15

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. 2015-38 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2015-39**

ESTABLISH TOWNSHIP TRUSTEES' SALARY

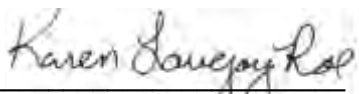
WHEREAS, according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board;

NOW THEREFORE BE IT RESOLVED that the salary of the office of Trustee shall not be increased for 2016 and will remain at the 2015 original salary of \$14,983.41 annually; and

BE IT FURTHER RESOLVED that elected officials' wages will be paid bi-monthly per our auditor's recommendation.

Revised 12/1/15

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. 2015-39 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION NO. 2015-40

CHARTER TOWNSHIP OF YPSILANTI WAGE RESOLUTION FOR ADMINISTRATIVE AND CONFIDENTIAL EMPLOYEES

WHEREAS administrative and confidential employees received a 3% decrease in 2010 and in 2011 and 2012, their paid time off was decreased by 8 days, which is equivalent to a 3% reduction and was restored in 2013; and

WHEREAS in 2013, their salary remained the same as in 2010, 2011 and 2012;

WHEREAS in 2014, their salary was restored to their 2009 total salary; and

WHEREAS in 2015, they received a 1.5% increase, the same as AFSCME and Teamster employees; and

WHEREAS in 2016, AFSCME and Teamsters employees will again receive a contractual 1.5% increase; and

WHEREAS due to the way our payroll weeks fall in 2016, administrative and confidential employees will receive 27 pays (this only happens once every 11 years). AFSCME and Teamsters employees will receive their 27 pays in 2015. Using modified accrual accounting, one week has been added to the budget but the salary resolution only includes the 1.5% increase;

NOW THEREFORE BE IT RESOLVED that the salaries for administrative and confidential employees are recommended to be as follows for 2016:

	2010	2011	2012	2013	2014	2015	2016
	Total	Total	Total	Total	Total	Total	Total
	Salary	Salary	Salary	Salary	Salary	Salary	Salary
Deputy Supervisor	\$53,306	\$ 53,306	\$53,306	\$53,306	\$ 54,954	\$ 55,778	\$ 56,615
Note 1 Neighborhood Watch Coordinator	\$ -	\$ 7,800	\$ 7,800	\$ 7,800	\$ 7,800	\$ 10,000	\$ 10,000
Deputy Clerk	\$53,306	\$ 53,306	\$53,306	\$53,306	\$ 54,954	\$ 55,778	\$ 56,615
Deputy Treasurer	\$53,306	\$ 53,306	\$53,306	\$53,306	\$ 54,954	\$ 55,778	\$ 56,615
Human Resource Generalist II	\$52,405	\$ 54,905	\$54,905	\$52,404	\$ 54,026	\$ 54,839	\$ 55,662
Note 2 Quality Assurance Specialist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,750
Accounting Director	\$80,489	\$ 70,000	\$70,000	\$70,000	\$ 70,630	\$ 71,689	\$ 72,765
Assessor	\$28,700	\$ 40,000	\$40,000	\$35,000	\$ 40,000	\$ 40,000	\$ 40,000
Note 3 Building Director	\$74,823	\$ 74,823	\$74,823	\$74,823	\$ 77,137	\$ 77,137	\$ 74,000
Planning Director	\$ -	\$ 65,000	\$65,000	\$65,000	\$ 66,950	\$ 67,954	\$ 68,974
Note 4 Recreation Services Manager	\$73,239	\$ 73,239	\$73,239	\$73,239	\$ 75,504	\$ 60,000	\$ 60,900
Hydro Operator	\$53,690	\$ 53,690	\$53,690	\$53,690	\$ 55,301	\$ 56,131	\$ 56,973
Fire Chief	\$74,690	\$ 74,690	\$74,690	\$74,690	\$ 77,000	\$ 79,310	\$ 80,500
Police Services Administrator	\$79,528	\$ 79,528	\$79,528	\$79,528	\$ 81,988	\$ 83,218	\$ 84,466
OCS Executive Administrator	\$ -	\$ -	\$ 0	\$ 0	\$ -	\$ 60,000	\$ 60,900
14B District Court Judge	\$45,724	\$ 45,724	\$45,724	\$45,724	\$ 45,724	\$ 45,724	\$ 45,724
Magistrate/Court Administrator	\$45,000	\$ 45,000	\$67,258	\$67,258	\$ 67,863	\$ 68,881	\$ 69,914
Court Administrator	\$56,070	\$ 56,070	\$ 0	\$ 0	\$ -	\$ -	\$ -
Secretary/Court Recorder	\$49,241	\$ 49,241	\$49,241	\$49,241	\$ 49,241	\$ 49,980	\$ 50,729
Secretary/Court Recorder	\$49,241	\$ 49,241	\$49,241	\$49,241	\$ 49,241	\$ 49,980	\$ 50,729
Residential Services Director	\$81,104	\$ 81,104	\$81,104	\$81,104	\$ 83,612	\$ 84,866	\$ 86,139
Golf Course Superintendent	\$77,520	\$ 75,194	\$75,194	\$75,194	\$ 75,194	\$ 75,194	\$ 76,322
Assistant to Golf Course Superintendent	\$29,650	\$ 29,650	\$29,650	\$29,650	\$ 29,650	\$ 29,650	\$ 30,095
Golf Operations Director	\$48,892	\$ 48,892	\$48,892	\$48,892	\$ 54,892	\$ 50,000	\$ 50,750

Note 1 The duties for Neighborhood Watch continue to be split between the Supervisor and Deputy Supervisor.

Note 2 The new Quality Assurance Specialist was hired in August 2015. The amount listed for the 2016 salary includes the 1.5% increase but the increase won't be given until August 2016.

Note 3 The new Building Director was hired in April 2015 and as part of his employment agreement, he would receive step increases after 6 months and 1 year of employment. The amount listed for the 2016 salary is what it will be after the 2nd step increase but the increase won't be given until April 2016.

Note 4 The new Recreation Services Manager was hired in August 2014. The responsibilities for the gatehouse attendants and park rangers now fall under the Quality Assurance Specialist. Therefore, the position was given a lower salary than the former Recreation Director.

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. 2015-40 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



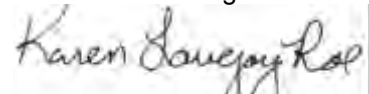
Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
Resolution No. 2015 - 46**

**ADOPTION OF REGULAR BOARD MEETING DATES
FOR THE 2016 CALENDAR YEAR**

NOW THEREFORE, BE IT RESOLVED that the attached schedule of dates and times be adopted for the Charter Township of Ypsilanti for the 2016 calendar year.

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. 2015-46 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
BOARD OF TRUSTEES**

SCHEDULE OF MEETINGS FOR 2016

Work Session 5:00 p.m. Civic Center Board Room	Regular Meeting 7:00 p.m. Civic Center Board Room
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In 2016, the Township Board will meet on the 1st and 3rd Tuesday of each month in February, March, April, May, October, and December and on the 3rd Tuesday of each month in January, June, July, August, and September.

Tuesday January 19, 2016

Tuesday February 2, 2016
Tuesday February 16, 2016

Tuesday March 1, 2016
Tuesday March 15, 2016

Tuesday April 5, 2016
Tuesday April 19, 2016

Tuesday May 3, 2016
Tuesday May 17, 2016

Tuesday June 21, 2016

Tuesday July 19, 2016

Tuesday August 16, 2016

Tuesday September 20, 2016

Tuesday October 4, 2016
Tuesday October 18, 2016

Tuesday November 1, 2016
Tuesday November 15, 2016

Tuesday December 6, 2016
Tuesday December 20, 2016

All meetings are held at the Ypsilanti Township Civic Center Building, 7200 S. Huron River Drive, Ypsilanti Township

Special Meetings may be called with 24-hour notification.

Pre-approval of Statements and Checks is authorized when no Board Meeting is held, with formal approval at the next regularly scheduled meeting, contingent on Board Members review and no objection.

**Revised December 9, 2015 to include a meeting date for November 1, 2015 that was not originally scheduled.

RESOLUTION 2015 - 47

Elected Officials 2015 Wages

(A Resolution to Amend Resolutions 2014-29, 30, 31 & 32)

WHEREAS, the 2015 salaries of the elected officials were set by adopted Resolutions 2014-29, 30, 31 & 32 on December 2, 2014 for the calendar year 2015, and

WHEREAS, the elected officials are paid bi weekly in accordance with township policy, and

WHEREAS, the number of pay periods on a bi weekly schedule for elected officials in 2015 is 27, and

WHEREAS, in order to pay elected officials for the final two weeks in December 2015 the Township Board must amend the 2015 Elected Officials Wage Resolutions; Resolutions 2014-29,30,31 & 32,

NOW THEREFORE, BE IT RESOLVED that the 2015 Salary Resolutions 2014-29, 30, 31 and 32 for the elected official's wages for 2015 are hereby amended as follows:

- Supervisor, Clerk and Treasurer to \$80,034.99
- Trustees to \$15,559.70

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. 2015-47 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

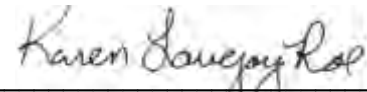
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015 - 48

ADOPTION OF ROBERT'S RULES OF ORDER

NOW THEREFORE, BE IT RESOLVED that Robert's Rules of Order shall be adopted by the Charter Township of Ypsilanti Board of Trustees for the 2016 calendar year.

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. 2015-48 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

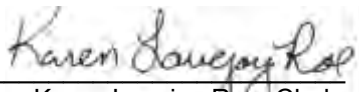
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015-49

**DESIGNATION OF DEPOSITORIES
FOR 2016**

NOW THEREFORE, BE IT RESOLVED that First Merit Commercial and Savings Bank, Bank of Ann Arbor-Ypsilanti Office, Comerica Bank, Charter One, Ann Arbor State Bank, Fifth Third Bank, Chase Bank, P&C Bank, United Bank & Trust, Fidelity Bank, Huntington National Bank and Key Bank, and their successors be designated depositories for all Charter Township of Ypsilanti funds and securities for the 2016 calendar year.

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. 2015-49 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 1, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

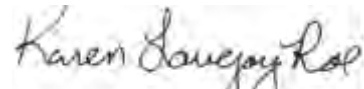
CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2015 – 50

DESIGNATION OF NEWSPAPER OF CIRCULATION

NOW THEREFORE, BE IT RESOLVED that Washtenaw Legal and AnnArbor.com be designated as the newspapers of general circulation for the Charter Township of Ypsilanti advertisements and publications for the 2016 calendar year.

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. 2015-50 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2015.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

This Order Form, together with the Standard Terms and Conditions attached hereto and incorporated herein by reference, shall constitute a binding legal agreement between GolfNow, LLC ("GOLFNOW") and Charter Township of Ypsilanti ("COURSE" – Legal Entity Name) (individually, a "Party" and collectively, the "Parties") (the "Agreement") and shall be effective as of December 23, 2015 (the "Effective Date") and shall govern GOLFNOW's provision of software, marketing, and technology services for COURSE's golf courses listed below.

GOLFNOW: GolfNow, LLC 7580 Golf Channel Drive Orlando, FL 32819	COURSE (Legal Entity Name): Charter Township of Ypsilanti COURSE Address: 1775 E Clark Road Ypsilanti, MI 48198
	COURSE's Golf Courses: Green Oaks Golf Course

Prepared By:	Bradley Rogers	COURSE Contact Name:	Justin Blair
Phone:	630.747.5995	COURSE Contact Phone:	734.649.2778
Email:	bradley.rogers@golfchannel.com	COURSE Email:	jblair@yptownship.org
Fax:	N/A	COURSE Fax:	N/A

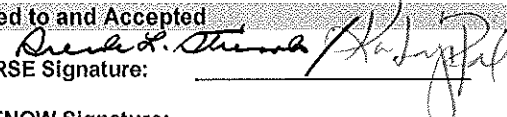
Initial Term: Two (2) Years from the Effective Date and shall be non-cancellable. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL CONTINUE ON A MONTH-TO-MONTH BASIS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST SIXTY (60) DAYS IN ADVANCE.**

DISTRIBUTION		PAYMENT
GolfNow Core Platform		See Specific Payment Terms Below
GolfNow Booking Engine		
GolfNow Mail		
Facebook Booking Engine		
PREMIUM OFFERINGS		PAYMENT
GolfNow Premium Technology Platform		See Specific Payment Terms Below
TeeTimes.com		
Website Development and Hosting		
[SELECT SERVICE]		
TECHNOLOGY		PAYMENT
GolfNow Reservations II		See Specific Payment Terms Below
[SELECT SERVICE]		
[SELECT SERVICE]		
[SELECT SERVICE]		
SERVICES		PAYMENT
[SELECT SERVICE]		N/A
[SELECT SERVICE]		
HARDWARE		PAYMENT
[SELECT ITEM]	[Quantity]	
[SELECT ITEM]	[Quantity]	
[SELECT ITEM]	[Quantity]	
[SELECT ITEM]	[Quantity]	
ONLINE MARKETING		ACKNOWLEDGED
Does COURSE agree to grant GOLFNOW permission to purchase keywords in search engine marketing that include COURSE's name, or any other trade name, trademark or other intellectual property belonging to COURSE?		YES

TOTAL PAYMENT(s): Two (2) Trade Times per day, per golf course

Trade Time(s): A single 'Trade Time' is defined as four (4) individual 18-hole rounds (with cart) per day or one hundred twenty (120) individual 18-hole rounds (with cart) per month made available for sale by GOLFNOW for its own benefit. (By way of example, if COURSE's total payment to GOLFNOW is three (3) Trade Times, COURSE shall provide GOLFNOW with twelve (12) individual 18-hole rounds (with cart) per day or three hundred sixty (360) individual 18-hole rounds (with cart) per month). The tee times of such rounds shall be mutually agreed upon within the time period beginning thirty (30) minutes after COURSE opening and ending four and one half (4.5) hours prior to dusk. If necessary, GOLFNOW shall have the ability to sell Trade Times in quantities of greater than 4 rounds per day in order to meet the 120 round monthly total. GOLFNOW shall have the ability to sell Trade Times at a price that is at the discretion of GOLFNOW. Trade Times shall be available for purchase on COURSE website, golfnow.com and GOLFNOW's network of partner websites.

Agreed to and Accepted

COURSE Signature:  Printed Name: Brenda L. Stumbo / Karen Lougry Ross Date: 12-2-15

GOLFNOW Signature: _____ Printed Name: _____ Date: _____

Standard Terms and Conditions

"GOLFNOW" shall mean GolfNow, LLC and GolfNow G1, LLC collectively. COURSE shall mean the legal entity listed as 'COURSE' on the included Order Form. The parties acknowledge and agree that except as otherwise provided herein, the Standard Terms and Conditions and any applicable Addendum shall be updated and amended from time to time by GOLFNOW in its sole discretion. COURSE's use of the Services and Software hereunder shall be subject at all times to the then current Standard Terms and Conditions and/or applicable Addendum. Should the Standard Terms and Conditions and/or applicable Addendum be amended, GOLFNOW shall provide COURSE with at least sixty (60) days' prior written notice of such change and COURSE shall have the option to terminate this Agreement within thirty (30) days of receipt of such notice.

1. **GOLFNOW Services.** GOLFNOW shall provide GOLFNOW's Tee Time Marketing and Technology Services (the "Services") for the purpose of marketing, promoting and selling COURSE tee times and/or enhancing COURSE's technology. GOLFNOW shall provide access to COURSE tee times to any of its branded websites, partner or affiliated websites, or any other distribution channel. GOLFNOW shall apply the latest version of the GOLFNOW Services to the marketing and administration of COURSE tee times. GOLFNOW shall notify COURSE in advance in writing of any GOLFNOW Services updates and will provide appropriate training and/or materials to COURSE concerning all updates. COURSE shall provide GOLFNOW with access to all of the internal and external systems (including third party systems licensed to COURSE) necessary for GOLFNOW to provide the Services. COURSE shall honor all tee times reserved through GOLFNOW's distribution channels and shall treat all golfers originating from GOLFNOW with proper courtesy and respect. COURSE shall make every effort to maintain its inventory in the most up-to-date manner possible; with proper communication to GOLFNOW regarding changes in availability, course conditions, etc. The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.

2. **GOLFNOW Software.** GOLFNOW grants COURSE a limited, non-exclusive, non-transferable license to utilize the software as set forth on the included Order Form (the "Software"). COURSE may use the Software for the purpose of managing and marketing COURSE's golf course properties and may not sell, sublicense, lend, or otherwise transfer the Software to others. Neither COURSE, nor any third party working with or on behalf of COURSE, may reverse engineer, decompile, disassemble, or customize the Software including but not limited to, creating any software interface with the Software for the purpose of selling or marketing of tee times through the Internet or any Internet site, without the express knowledge and written agreement of GOLFNOW. COURSE understands and acknowledges that all third party vendors must have a written agreement with GOLFNOW in order to create any interface with the Software.

3. **GOLFNOW-Owned Hardware.** To the extent that GOLFNOW has provided COURSE with any hardware, all such hardware shall remain GOLFNOW's property and shall be returned by COURSE to GOLFNOW within fourteen (14) days upon the

earlier of termination of this Agreement due to breach or expiration of the Term.

4. **Fees and Pricing.** COURSE's payment to GOLFNOW shall be the "Total Payment" amount set forth on the Order Form attached hereto. COURSE shall have the option of selecting one of the 'Flexible Payment Options' outlined within Exhibit A. If COURSE elects to charge an online fee for rounds booked on its website, GOLFNOW shall retain \$1.24/round and remit the remainder to COURSE. If applicable, COURSE shall have the right to approve the price and amount of all non-Trade Time inventory offered in the GOLFNOW network. GOLFNOW shall receive tee times and rates equal to or better than those offered by COURSE to any third-party distribution service. COURSE acknowledges and agrees that COURSE's payment to GOLFNOW is a material element of this Agreement. Due to this material element, in the event that COURSE does not comply with the payment requirements hereunder or otherwise breaches the terms of this Agreement (each a "Non-Compliance Event"), COURSE shall be required to pay GOLFNOW a fee of \$250 per golf course per month for each month after the first instance of any Non-Compliance Event through either: (i) the cure of the Non-Compliance Event, or (ii) the end of the current Term, whichever is shorter.

5. **Term and Termination.** The initial term of this Agreement shall be for the period of time as set forth on the attached Order Form (the "Term") and shall be non-cancellable. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days' written notice. Upon termination of this Agreement, COURSE shall delete and return all Software (including all copies), and sign a statement certifying same.

6. **Support and Training.** GOLFNOW shall provide COURSE appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee. Telephone and email support shall be provided to COURSE during normal business hours through GOLFNOW's published phone numbers and email addresses.

7. **Data Security.** Industry standards have been set by the Payment Card Industry Data Security Standards ("PCI Standards") for protection of customer information. The GOLFNOW and COURSE both represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer data to which they have access during the entire Term of this Agreement. GOLFNOW agrees that it will use systems, tools and security and take commercially reasonable steps to ensure COURSE customer data hosted by GOLFNOW is not accessed, redistributed, duplicated, or modified. GOLFNOW shall be free to provide certain required levels of access to contracted third-party vendors, etc...that may need access to such data in order to provide services.

Standard Terms and Conditions

8. Privacy Policies and Terms of Use. COURSE will at all times during the Term: (a) maintain a privacy policy and terms of use that are consistent with applicable laws and industry best practices (as determined by reference to the practices of other consumer-oriented websites and the promulgations of applicable industry standards bodies); (b) make such policy and terms of use easily accessible to end users; and (c) comply with such policy and terms of use. GOLFNOW will maintain a separate privacy policy and terms of use on all modules and booking engines that are hosted on COURSE's website(s) that pertain solely to the collection and processing of any customer data through these modules and/or booking engines, but not to any other component or function of COURSE's website(s).

9. Limited Warranties and Remedies. Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; and (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to the Agreement. COURSE represents and warrants to GOLFNOW that any intellectual property provided to GOLFNOW by COURSE (including without limitation, any photographs, drawings, or works of art) do not violate the rights of any third party. COURSE agrees to indemnify GOLFNOW for any alleged or actual breach of this warranty. GOLFNOW will provide the Services and the Software in a professional and workmanlike manner and free from any unreasonable defects, and GOLFNOW will use all reasonable means to fix any defect in the Software or Services that may arise. GOLFNOW will provide COURSE with training on how to use the Software and Services and provide support as needed by COURSE. GOLFNOW shall notify COURSE in advance of any Software or Service updates and will provide appropriate training and/or materials to COURSE concerning all updates. COURSE and its authorized users will use the Software and Services only in accordance with this Agreement. Aside from these warranties, THE GOLFNOW SOFTWARE AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. With respect to malfunctioning Software, GOLFNOW's entire liability and COURSE's exclusive remedy shall be the repair/replacement of the Software.

10. Limitation of Liability. EXCEPT FOR THIRD PARTY LIABILITIES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

11. Ownership of Property and Data. All personally-identifiable customer information supplied to GOLFNOW by COURSE (e.g. through the GOLFNOW booking engine or through the Software) remains the sole property of COURSE, cannot be copied, sold or reused by GOLFNOW, and will be treated as confidential business information with at least the same degree of care as GOLFNOW's own confidential business information. All non-personally identifiable customer information supplied to GOLFNOW by COURSE (e.g., anonymous survey results, general usage data), as well as all customer data obtained independently by GOLFNOW (e.g., through an end-user booking a tee time at golfnow.com or other affiliated websites) shall be GOLFNOW's sole property, but may be shared with COURSE should the Parties agree and obtain end-user consent for such an arrangement. COURSE acknowledges and agrees that GOLFNOW's sharing of personally identifiable customer information shall at all times be governed by the terms of GOLFNOW's then current privacy policy and terms of use. The following shall remain the sole and exclusive property of GOLFNOW: (a) the GOLFNOW Software and Services (including any of GOLFNOW's enhancements or upgrades thereto), and all other software and materials developed, conceived, originated, prepared, generated or furnished by GOLFNOW under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing.

12. Dispute Resolution. This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Florida without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between the Parties under or related to this Agreement. Any Dispute arising out of this Agreement which cannot be resolved by the Parties shall be governed exclusively by binding arbitration initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, conducted in the Orlando, Florida metropolitan area. The arbitrator shall have the power to award reasonable attorney's fees and costs to the prevailing party in any arbitration, and either party shall have the right to take appropriate action to enforce any arbitration award in any court having jurisdiction over the applicable party.

Standard Terms and Conditions

13. **Traffic Assignment.** In the event that GOLFNOW is providing Website Hosting/Development and/or Mobile Website Hosting/Development for COURSE, COURSE hereby assigns such traffic numbers to GOLFNOW for comScore traffic reporting or other applicable reporting services. COURSE agrees to execute any and all documentation necessary to effectuate such traffic assignment to GOLFNOW.

14. **Binding Nature; Assignment.** This Agreement shall be binding upon GOLFNOW and COURSE and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, without COURSE's consent, GOLFNOW may assign all or part of its rights and obligations under this Agreement to: (i) any of its divisions, affiliates or subsidiaries, (ii) its parent company, or (iii) any of its parent company's divisions, affiliates or subsidiaries. A sale of substantially all of the stock or assets of a party, or the reorganization or merger of a party, shall not constitute an assignment of this Agreement. Any assignment or transfer in violation of this Section shall be void and of no force or effect. Any subcontractors retained by GOLFNOW to perform certain obligations hereunder shall be bound by and their actions are governed by this Agreement as if GOLFNOW itself was performing such obligations.

15. **Confidentiality.** This Agreement and its terms and conditions are confidential and may not be disclosed by any party without the prior written consent of the other party except: (a) to a party's affiliates and its and their respective officers, directors, employees, representatives, agents and advisors; or (b) as required by applicable law, rule, regulation, judicial or governmental order, subpoena or other legal process, or at the request of any governmental or regulatory agency or authority having or asserting jurisdiction. Each party will cause its affiliates and their respective officers, directors, employees, representatives, agents and advisors to comply with the provisions of this Section 15.

16. **Miscellaneous.** This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto – between COURSE and GOLFNOW. The Parties acknowledge and represent that they have carefully read and fully understand all of the terms and conditions set forth in this Agreement. The parties further acknowledge and represent that they enter into this Agreement freely, knowingly and without coercion and based on their own judgment and investigation of this matter and not in reliance upon any representation or promises made by any party, its attorneys or its agents. The parties hereby acknowledge and agree that GOLFNOW is an independent contractor and not an employee, agent, joint venturer or partner of COURSE or any of its affiliates. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, partnership, employment, or agency relationship among any of the Parties as a result of this

Agreement. None of the parties shall have any power to obligate or right to bind any other party. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (pdf) sufficient to bind the Parties.

PRODUCT SPECIFIC TERMS AND CONDITIONS

17. **G1 Operating System.** In the event that GOLFNOW is licensing the G1 Operating System to COURSE, COURSE hereby agrees that its use of the G1 Operating System shall be subject to the then current 'G1 Operating System Addendum' incorporated herein by reference. In the event of a conflict between the terms of these Standard Terms and Conditions and the 'G1 Operating System Addendum', the 'G1 Operating System Addendum' shall control.

18. **GolfNow Answers.** In the event that GOLFNOW is providing the GolfNow Answers service to COURSE, COURSE hereby agrees that its use of the GolfNow Answers service shall be subject to the then current 'GolfNow Answers Addendum' incorporated herein by reference. In the event of a conflict between the terms of these Standard Terms and Conditions and the 'GolfNow Answers Addendum', the 'GolfNow Answers Addendum' shall control.

19. **GolfNow Plus.** In the event that GOLFNOW is providing the GolfNow Plus service to COURSE, COURSE hereby agrees to initial and sign the then current 'GolfNow Plus Acknowledgement' document incorporated herein by reference. COURSE further agrees that it will at all times during the Term and at its own expense, keep in full force and effect the following insurance coverages: (i) commercial general liability insurance for limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage, product liability, personal and advertising injury and completed operations liability; and (ii) worker's compensation insurance (in compliance with laws) and employers' liability insurance with a limit not less than one million dollars (\$1,000,000); and (iii) property insurance on an "all risk" basis with replacement cost coverage for property and equipment in care, custody, and control of the insured. GOLFNOW must be listed as an "additional insured" on the policies described above. Promptly after signing this Agreement, COURSE will deliver to GOLFNOW certificates of insurance for the required coverage. All required insurance will be placed with carriers rated no lower than A-VII in the most current edition of AM Best's Property Casualty Key Rating Guide and will provide thirty (30) days' written notice of cancellation or non-renewal, which notice will be provided in accordance with the notice provisions set forth herein. The stipulated limits of coverage will not be construed as a limitation of any potential liability to GOLFNOW. Failure to request evidence of insurance is not a waiver of COURSE's obligation to obtain the required insurance. Notwithstanding the foregoing, this insurance provision shall not apply if COURSE chooses the GolfNow Plus (Technology Only) option. In addition, COURSE agrees to indemnify and hold GOLFNOW and its parent company and its and their respective officers, directors, employees and agents harmless from and against all claims, suits, liabilities, costs and expenses, including reasonable attorney's fees and expenses, related to (i) any breach of this Agreement by COURSE, (ii)



Standard Terms and Conditions

GOLFNOW's execution of the Services in accordance with the terms of this Agreement. Should GOLFNOW waive the Installation Fee for COURSE, and if this Agreement is terminated by COURSE prior to the expiration of the Initial Term, then COURSE shall pay to GOLFNOW an early termination fee of Two Thousand Dollars (\$2,000), prorated based on the number of months remaining in the Initial Term. GOLFNOW may collect this early termination fee via Trade Times.

EXHIBIT A – FLEXIBLE PAYMENT OPTIONS

BARTER

Standard

- GOLFNOW takes the risk of selling daily foursomes
- Time of foursome mutually agreed upon
- Price of foursome controlled by GOLFNOW
- Newly designed course booking engine included

Jointly Managed

- GOLFNOW and COURSE determine mutually agreeable price floor for daily foursome
- Monthly utilization for daily foursome is also mutually agreed upon
- Newly designed course booking engine required

Course Controlled

- GOLFNOW provides course with tool to manage the sale of barter
- COURSE controls sale of all barter rounds (price and time) to achieve the equivalent of one foursome daily, X number of monthly playable days
- Monthly cash reconciliation required

LINEAR | COMMISSION

- GOLFNOW and COURSE determine mutually agreeable per round commission %
- Commission % prepaid at point-of-purchase by golfer; balance paid at check-in
- Rate parity required
- Inventory requirements also exist

CASH

- Calculated at value of one foursome daily, X daily APR, X number of monthly playable days
- Newly designed course booking engine included



Compost Site

2600 East Clark Rd., Ypsilanti, MI 48198 - Phone: 734.482.6681



Acceptable Items for Composting

- Brush, Grass, Leaves, Woodchips

Acceptable Items for Recycling

- Antifreeze/ motor oil/oil filters
- Automobile Batteries
- Freon related items:
 - Freezer, de-humidifier, refrigerator, water cooler, air-conditioner, etc.
- Household Recycle Items
- Rims – ok with tire on it
- Scrap Metal – **no metal fencing**
- White Goods: i.e., dryer, stove, humidifier, washer, water heater, etc.

Acceptable Items For Refuse Dumpster

- Carpet
- Drywall
- Furniture
- Household batteries
- Landscaping Timbers
- Lumber
- Mattress/Box Spring
- Paint (**dried latex only**)
- Shingles

Unacceptable Items For Refuse Dumpster

- Computer & related items
- Concrete, wire
- Fencing Fabric
- Fluorescent tubes/bulbs
- Household chemicals
- Paint (oil based/enamel)
- Propane Tanks
- Tires

2016 Price Menu

<u>Item</u>	<u>Ypsilanti Township</u>	<u>City of Ypsilanti</u>	<u>Superior Township</u>	<u>All Others</u>
Compost	2 yds. free (add'l \$8/yd.)	\$12/yd	\$12/yd	\$12/yd
Wood Chips	3 yds. free (add'l \$7.50/yd.)	\$7.50/yd	\$7.50/yd	\$7.50/yd
Wood Mulch	\$13.50 yd	\$13.50 yd	\$13.50/yd	\$13.50/yd
Screened Asphalt Millings	\$10.00 yd	\$10.00 yd	\$10.00 yd	\$10.00 yd
Unscreened Asphalt Millings	\$8.00 yd	\$8.00 yd	\$8.00 yd	\$8.00 yd
Yard Waste	No charge Twp. Resident	Invoice City \$11.50/yd	\$11.50/yd.**	\$13/yd
Wood > 1 ft. diameter	\$13/yd	\$13/yd	\$13/yd	\$13/yd
Trash – 1 cyd. min.	\$15/yd	\$22/yd	\$22/yd.**	\$22/yd
Motor Oil	No Fee	No Fee	No Fee	No Fee
Antifreeze	No Fee	No Fee	No Fee	No Fee
Scrap Metal	No Fee	No Fee	No Fee	No Fee
Household Batteries	No Fee	No Fee	No Fee	No Fee
Automobile Batteries	No Fee	No Fee	No Fee	No Fee
Freon related items	\$5.00	\$20 each	\$20 each**	\$20 each

Hours of Operation

April – November / Monday – Friday / 9:00 a.m. – 5:00 p.m.

Saturday 9:00 a.m. – 4:00 p.m.

Winter Hours: December – March / Saturday ONLY / 9:00 a.m. – 4:00 p.m.

**Superior residents eligible for max. reimbursement of \$50.00 one time per year.

Cash or check only. Please check in with gate attendant - proof of residency required.

PLEASE DO NOT LEAVE MATERIALS OUTSIDE GATE

All prices set at a minimum charge.

Site Name: TEXTILE ROAD MI
Site Number: 201382

LEASE AGREEMENT

THIS LEASE AGREEMENT ("*Agreement*") is made effective as of the date of the latter signature hereof (the "*Execution Date*") and is by and between Landlord and American Tower.

RECITALS

- A. WHEREAS, Landlord is the owner of that certain parcel of land (the "*Property*") located in the County of Washtenaw, State of Michigan, as more particularly described on Exhibit A;
- B. WHEREAS, Landlord desires to grant to American Tower an option to lease from Landlord a portion of the Property (the "*Compound*"), together with easements for ingress and egress and the installation and maintenance of utilities (the "*Easement*" and together with the Compound, the "*Site*") both being approximately located as shown on Exhibit B; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Business and Defined Terms.** For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this Paragraph 1.

- (a) ***American Tower:*** American Towers LLC, a Delaware limited liability company
- (b) ***Notice Address of American Tower:*** American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
- with a copy to:*** American Towers LLC
c/o American Tower Corporation
116 Huntington Ave.
Boston, MA 02116
Attn: Law Department
- (c) ***Landlord:*** Charter Township of Ypsilanti, a Michigan municipal corporation
- (d) ***Notice Address of Landlord:*** 7200 S. Huron River Drive
Ypsilanti, MI 48197-7099
- (e) ***Initial Option Period:*** One (1) period of three (3) years
- (f) ***Renewal Option Period:*** Intentionally deleted.
- (g) ***Option Period:*** The Initial Option Period and any Renewal Option Period(s)
- (h) ***Option Consideration (Initial Option Period):*** Five Thousand and 00/100 Dollars (\$5,000.00)

Site Name: TEXTILE ROAD MI
Site Number: 201382

- (i) *Option Extension Consideration (Renewal Option Period(s))*: Intentionally deleted.
- (j) *Commencement Date*: The date specified in the written notice by American Tower to Landlord exercising the Option constitutes the Commencement Date of the Term.
- (k) *Initial Term*: Five (5) years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the fifth anniversary of the Commencement Date.
- (l) *Renewal Terms*: Each of the four (4) successive periods of five (5) years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.
- (m) *Term*: The Initial Term with any and all Renewal Terms
- (n) *Rent*: The annual amount specified on Exhibit D, attached hereto and incorporated herein by reference.
- (o) *Increase Amount*: Rent will increase on the anniversary of the Commencement Date by an amount equal to three percent (3%) of Rent for the previous year.
- (p) *Increase Date*: Each anniversary of the Commencement Date

2. Option to Lease.

- (a) Grant of Option. Landlord hereby gives and grants to American Tower and its assigns, an exclusive and irrevocable option to lease the Site during the Initial Option Period (the "*Option*").
- (b) Extension of Option. Intentionally deleted.
- (c) Consideration for Option. Option Consideration is due and payable in full within thirty (30) days of the Execution Date.
- (d) Option Period Inspections and Investigations.
 - (i) During the Option Period, Landlord will provide American Tower with any keys or access codes necessary for access to the Property.
 - (ii) During the Option Period and during the Term, American Tower and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "*Tests*"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at American Tower's sole discretion for its use of the Site and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits which may be required from any federal, state or local authority, initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of American Tower, are necessary in American Tower's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for American Tower's Intended Use, all at American Tower's expense. American Tower will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by American Tower's inspection.

Site Name: TEXTILE ROAD MI
Site Number: 201382

(iii) American Tower will restore the Property to its condition as it existed at the commencement of the Option Period, reasonable wear and tear and casualty not caused by American Tower excepted.

(iv) American Tower may not begin any construction activities on the Site during the Option Period other than those activities described in, or related to, this Paragraph 2(d).

(e) Assignment of Option. The Option may be sold, assigned or transferred at any time by American Tower to an Affiliate (as defined herein), or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by American Tower to a third party agreeing to be subject to the terms hereof, American Tower shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(f) Exercise of Option. American Tower may, in its sole discretion, exercise the Option by delivery of written notice to Landlord at any time during the Option Period. If American Tower exercises the Option then Landlord will lease the Site to American Tower subject to the terms and conditions of this Agreement. If American Tower does not exercise the Option, this Agreement will terminate and the parties will have no further liability to each other.

(g) Changes to Status of Property. If, during the Option Period or the Term, Landlord decides to subdivide, sell, or change the status of the zoning of the Site, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**,") or in the event of foreclosure, Landlord shall immediately notify American Tower in writing. Any sale of the Property shall be subject to American Tower's rights under this Agreement. Landlord agrees that, during the Option Period or the Term, Landlord shall not initiate or consent to any change in the zoning of the Site, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit American Tower from using the Site for the Intended Use (as defined herein).

3. Term.

(a) Initial Term. The Initial Term is as provided in Paragraph 1(k).

(b) Renewal Terms. This Agreement will automatically renew for each of the Renewal Terms, unless: (i) American Tower notifies Landlord in writing of American Tower's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the Renewal Term then in effect. Each Renewal Term will be on the same terms and conditions provided in this Agreement except that Rent will escalate as provided in Paragraph 4(b).

(c) Holdover. Unless (i) Landlord or American Tower notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Renewal Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Renewal Term, then upon the expiration of the final Renewal Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Renewal Term. If American Tower remains in possession of the Site after the termination of this Agreement, then American Tower will be deemed to be occupying the Site on a month-to-month basis, subject to the terms and conditions of this Agreement.

Site Name: TEXTILE ROAD MI
Site Number: 201382

4. Consideration.

(a) American Tower will pay its first installment of Rent within thirty (30) days of the Commencement Date. Thereafter, Rent is due and payable, in advance, on each and every anniversary of the Commencement Date to Landlord at Landlord's Notice Address. Rent will be refunded to American Tower, on a pro rata basis, if the Agreement is terminated pursuant to Paragraph 12 herein.

(b) On the Increase Date, the Rent will increase by the Increase Amount.

(c) All charges payable under this Agreement, such as utilities and taxes, shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by American Tower. The foregoing shall not apply to Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

(d) American Tower will not be required to remit the payment of Rent to more than two recipients at any given time.

5. Use.

(a) American Tower will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing and operating a communications facility, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the "*Tower*"), structural tower base(s), communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Compound (collectively, the "*Tower Facilities*"), to facilitate the use of the Site as a site for the transmission and receipt of communication signals including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission and receipt of communication signals; American Tower further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to American Tower or Landlord (the "*Intended Use*"). American has the right to make Property improvements, alterations, upgrades or additions appropriate for the Intended Use. American Tower agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Tower Facilities on the Property. American Tower has the right to modify, supplement, replace or upgrade the Tower Facilities at any time during the Term of this Agreement. American Tower will be allowed to make such alterations to the Property required for the Intended Use or to insure that the Tower Facilities comply with all applicable federal, state or local laws, rules or regulations.

(b) American Tower, at its sole discretion, will have the right, without prior notice or the consent of Landlord, to license or sublease all or a portion of the Site or the Tower Facilities to other parties (each, a "*Collocator*" and collectively, the "*Collocators*"). The Collocators will be entitled to modify the Tower Facilities and to erect additional improvements on the Compound, including, but not limited to, antennas, dishes, cabling, additional buildings and/or shelters ancillary to the Intended Use. The Collocators will be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site that American Tower has under this Agreement.

Site Name: TEXTILE ROAD MI
Site Number: 201382

6. Tower Facilities.

(a) American Tower will have the right, at American Tower's sole cost and expense, to erect the Tower Facilities which will be the exclusive property of American Tower throughout the Term, as well as upon the expiration or termination of this Agreement.

(b) Landlord and American Tower agree that any portion of the Tower Facilities that may be described on Exhibit B will not be deemed to limit the Intended Use. If Exhibit B includes drawings of the initial installation of the Tower Facilities, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit B.

(c) For a period of ninety (90) days following the commencement of construction, Landlord grants American Tower, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property, as may reasonably be required during construction and installation of the Tower Facilities.

(d) American Tower may, at its sole expense, use any and all appropriate means of restricting access to the Compound or the Tower Facilities, including, without limitation, construction of a fence, and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

(e) American Tower will maintain the Compound, including the Tower Facilities, in a reasonable condition throughout the Term. American Tower is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants American Tower the right to clear all trees, undergrowth, or other obstructions, and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site.

(f) Landlord covenants and agrees that no part of the Tower Facilities constructed, erected or placed on the Compound will become by American Tower will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by American Tower on the Compound will be and remain the property of American Tower and may be removed by American Tower at any time during or after the Term. American Tower will repair any damage to the Property resulting from American Tower's removal activities. Within one hundred twenty (120) days following the expiration or termination of this Agreement, American Tower will remove all of the above-ground portions of the Tower Facilities and any such portions that American Tower does not remove within said one hundred twenty (120) days shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, American Tower will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will American Tower be required to remove from the Site or the Property any foundations or underground utilities.

7. Utilities.

(a) American Tower will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by American Tower on the Site. In the event American Tower cannot secure its own metered electrical supply, American Tower will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required, Landlord will read the meter and provide American Tower with an invoice and usage data on a monthly basis. Landlord will not include a markup on the utility charges. American Tower will remit payment within forty-five (45) days of receipt of the invoice and usage data. If American Tower submeters electricity from Landlord, Landlord agrees to give American Tower at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that American Tower requires electrical power to operate the Tower Facilities and must

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operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in American Tower's reasonable determination, Landlord agrees to allow American Tower to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(b) American Tower will have the right to install utilities, at American Tower's expense, and to improve present utilities on the Property and the Site. American Tower will have the right to permanently place utilities on (or to bring utilities across or under) the Site to service the Compound and the Tower Facilities.

(c) If utilities necessary to serve the equipment of American Tower or the equipment of any Collocator cannot be located within the Site, Landlord agrees to allow the installation of utilities on the Property or other real property owned by Landlord without requiring additional compensation from American Tower or any Collocator. Landlord will, upon American Tower's request, execute a separate recordable written easement or lease to the utility company providing such service evidencing this right.

(d) American Tower and the Collocators each may install backup generator(s).

8. Access

(a) Landlord grants to American Tower a non-exclusive easement in, over, across and through the Property and other real property owned by Landlord contiguous to the Site as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. Upon American Tower's request, Landlord will execute a separate recordable easement evidencing this right. Landlord acknowledges that in the event that American Tower cannot access the Site, American Tower will incur significant damage. In the event that the Site loses access to a public right of way during the Term, Landlord and American Tower will amend this Agreement, at no imposed cost to either party, to provide access to a public way by: (1) amending the location of the Easement; or (2) granting an additional easement to American Tower.

(b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by Landlord or Landlord's tenants, licensees, invitees or agents, Landlord will repair the damage at its own expense. To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by American Tower or American Tower's tenants, licensees, invitees or agents, American Tower will repair the damage at its own expense.

(c) Landlord will maintain access to the Compound from a public way in a free and open condition so that no interference is caused to American Tower by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that American Tower's or any Collocator's access to the Compound is impeded or denied by Landlord or Landlord's lessees, licensees, invitees or agents, in addition to any other rights that it may have at law or in equity, Landlord shall pay American Tower an amount equal to five hundred and 00/100 dollars (\$500.00) per day for each day that such access is impeded or denied.

9. Representations and Warranties.

(a) American Tower and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

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(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; the (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect American Tower's Intended Use and enjoyment of the Site under this Agreement; (iii) as long as American Tower is not in default then Landlord grants to American Tower sole, actual, quiet and peaceful use, enjoyment and possession of the Site; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) American Tower and its employees, agents and subcontractors, will at all times during this Agreement, and at no additional charge to American Tower, enjoy ingress, egress, and access from the Site twenty-four (24) hours a day, seven (7) days a week, to an open and improved public road to the Site.

(c) These representations and warranties of Landlord survive the termination or expiration of this Agreement.

10. Interference.

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide American Tower with a list of all existing radio frequency user(s) on the Property to allow American Tower to evaluate the potential for interference. American Tower warrants that its use of the Compound will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Compound, Site and/or Tower Facilities, the operations of American Tower or the rights of American Tower under this Agreement. Landlord will notify American Tower in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Compound, Site and/or Tower Facilities, the operations of American Tower or the rights of American Tower under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from American Tower. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of the interference) until the interference has been corrected.

(d) For purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Tower Facilities.

11. Default and Right to Cure.

(a) The following will be deemed a default by American Tower and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) American Tower's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if American Tower has commenced to cure such default within such period and provided that such efforts

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are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of American Tower. If American Tower remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide access to the Site within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, American Tower will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from American Tower; and (ii) any and all other rights available to American Tower under law and equity.

12. Termination. This Agreement may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which is not cured within the cure period set forth in Paragraph 11, herein, (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party may not terminate this Agreement as a result of that default.

(b) Upon thirty (30) days' written notice by American Tower to Landlord if American Tower is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and/or operation of the Tower Facilities or to the Intended Use (collectively, the "*Approvals*"); or

(c) Upon thirty (30) days' written notice from American Tower to Landlord in the event that American Tower determines, in its sole discretion, due to the Title results or survey results, that the condition of the Site is unsatisfactory; or

(d) Upon thirty (30) days' written notice from American Tower to Landlord for any reason or no reason, at any time prior to commencement of construction by American Tower; or

(e) Upon sixty (60) days' written notice from American Tower to Landlord if the Site is or becomes unsuitable, in American Tower's sole but reasonable judgment, for use as a wireless communications facility by American Tower or by American Tower's licensee(s) or sublessee(s), provided American Tower pays Landlord a termination fee in an amount equal to three (3) months of the then current Rent as liquidated damages within thirty (30) days after the termination date.

(d) In the event of termination by American Tower or Landlord pursuant to any provision contained in Paragraph 11 herein, both parties shall be relieved of all further liability hereunder.

13. Taxes.

(a) The parties acknowledge that Landlord, a municipal corporation, is a political subdivision of the State of Michigan and the Property is currently tax exempt. If the Property or the Site should ever become taxable, then American Tower will pay any personal property taxes assessed on or attributable to the Tower Facilities. American Tower will reimburse Landlord for any increase to Landlord's real property taxes that are directly attributable to American Tower's Site and/or Tower Facilities (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement such as roll back taxes) upon receipt of the following: (1) a copy of Landlord's tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to American Tower. American Tower shall have no obligation to reimburse Landlord for any taxes paid by Landlord unless Landlord requests reimbursement within twelve (12) months of the date said taxes were originally due. Additionally, as a condition precedent to Landlord having the right to receive reimbursement, Landlord shall, within three (3) days of receipt of any notice from the taxing authority of any assessment or reassessment, provide American Tower with a copy of said notice. American Tower shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities. The expense of any such appeal shall be borne by American Tower and any refunds or rebates secured as a result of American Tower's action shall belong to American Tower.

14. Environmental Compliance.

(a) Landlord represents and warrants that:

(i) To Landlord's knowledge, no Hazardous Materials have been used, generated, stored or disposed of on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "*Environmental Laws*") by either Landlord or by any third party; and

(ii) To Landlord's knowledge, no third party has been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(b) Landlord will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(c) American Tower will not use, generate, store or dispose of any Hazardous Materials on, under, about or within the Site in violation of any Environmental Laws.

(d) Landlord and American Tower agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(e) The term "*Hazardous Materials*" means any: contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials, the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Property.

15. Indemnification.

(a) General.

(i) To the extent permitted by law, Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend American Tower from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person or any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors; or (B) any breach of any representation or warranty made by Landlord in this Agreement.

(ii) American Tower, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person or any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of American Tower, or American Tower's employees, agents or independent contractors; or (B) any breach of any representation or warranty made by American Tower in this Agreement.

(b) Environmental Matters.

(i) Landlord and American Tower agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 14(a). Landlord agrees to hold harmless and indemnify American Tower from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. American Tower agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of American Tower for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by American Tower.

(ii) The indemnifications of this Paragraph 15(b) specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 15(b) will survive the expiration or termination of this Agreement.

(iii) In the event that American Tower becomes aware of any Hazardous Materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in American Tower's sole determination, renders the condition of the Site or Property unsuitable for American Tower's use, or if American Tower believes that the leasing or continued leasing of the Site would expose American Tower to undue risks of liability to a

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government agency or third party, American Tower will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

16. Sale of Property; Right of First Refusal.

(a) Landlord shall not be prohibited from the selling, leasing or using any of the Property or the Surrounding Property, except as provided below.

(b) If Landlord, at any time during the Term, decides to rezone, sell, subdivide or otherwise transfer all or any part of the Premises, the Property or the Surrounding Property, to a purchaser other than American Tower, Landlord shall promptly notify American Tower in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and American Tower's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the following documents to American Tower: (i) new deed to Property; (ii) copy of current tax bill; (iii) new IRS form w-9; (iv) completed and signed Payment Authorization Form; and (v) contact information for new Landlord, including telephone number. Until American Tower receives all such documents, American Tower shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with the American Tower's Intended Use or communications equipment as determined by radio propagation tests performed by American Tower in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse American Tower for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to American Tower, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Paragraph 16 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

(e) If, at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish American Tower with a copy of the Rental Stream Offer. American Tower shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If American Tower chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. American Tower shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Paragraph.

17. Assignment.

(a) Any sublease, license or assignment of this Agreement that is entered into by Landlord or American Tower is subject to the provisions of this Agreement.

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(b) Landlord may assign this Agreement in its entirety to any third party in conjunction with a sale of the Property in accordance with Paragraph 16 of this Agreement. Landlord will not otherwise assign less than Landlord's full interest in this Agreement without the prior written consent of American Tower.

(c) American Tower may assign this Agreement without prior notice to or the consent of Landlord. Upon assignment, American Tower shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

(d) American Tower may mortgage or grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (collectively, "*Secured Parties*"). If requested by American Tower, Landlord will execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by American Tower, Landlord agrees to notify American Tower and American Tower's Secured Parties simultaneously of any default by American Tower and to give Secured Parties the same right to cure any default as American Tower. If a termination, disaffirmance or rejection of the Agreement by American Tower pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord will terminate this Agreement for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties will have the right to enter upon the Compound during a thirty (30)-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Tower Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

18. Condemnation. If a condemning authority takes all of the Site, or a portion sufficient in American Tower's sole judgment, to render the Site unsuitable for the Intended Use, this Agreement will terminate as of the date the title vests in the condemning authority. Landlord and American Tower will each be entitled to pursue their own separate awards in the condemnation proceeds, (which, for American Tower, includes, where applicable, the value of the Tower Facilities, moving expenses, prepaid Rent and business dislocation expenses), provided that any award to American Tower will not diminish Landlord's recovery. If a condemning authority takes less than the entire Site such that the Site remains suitable for American Tower's Intended Use, the Rent payable under this Agreement will not be impacted by the condemnation. A sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power will be treated as a taking by condemnation for the purposes of this Paragraph.

19. Casualty. Landlord will provide notice to American Tower of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Tower Facilities or Property is damaged by casualty or other harm so as to render the Site unsuitable, in American Tower's sole determination, then American Tower may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, American Tower will be entitled to collect all insurance proceeds payable to American Tower on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Landlord agrees to permit American Tower to place temporary transmission and reception facilities on the Property, but only until such time as American Tower is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or American Tower undertakes to rebuild or restore the Site and/or the Tower Facilities, as applicable, Landlord agrees to permit American Tower to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Site and/or the Tower Facilities is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify American

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Tower of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify American Tower, and American Tower decides not to terminate under this Paragraph, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for American Tower's Intended Use of the Site to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Site are rebuilt or restored, unless American Tower places temporary transmission and reception facilities on the Property.

20. Insurance.

(a) American Tower will purchase and maintain in full force and effect throughout the Option Period and the Term such commercial general liability and property damage policies as American Tower may deem necessary and Workers' Compensation Insurance as required by law. Said policy of commercial general liability insurance will at a minimum provide a combined single limit of Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence and Six Million and 00/100 Dollars (\$6,000,000.00) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Landlord shall be listed as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by American Tower, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed American Tower's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, American Tower shall have the right to self-insure the coverages required in subsection (a). In the event American Tower elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide American Tower with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Paragraph and provide American Tower with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of American Tower; and

(iii) Landlord shall fully cooperate with American Tower in the defense of the claim, demand, lawsuit, or the like.

21. Waiver of Damages.

(a) In the event that American Tower does not exercise its Option: (i) Landlord's sole compensation and damages will be fixed and liquidated to the sums paid by American Tower to Landlord as consideration for the Option; and (ii) Landlord expressly waives any other remedies it may have for a breach of this Agreement including specific performance and damages for breach of contract, subject to those obligations incurred by American Tower under Paragraph 2(d)(iii) of this Agreement.

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(b) Neither Landlord nor American Tower will be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to vandalism or for any structural or power failures or destruction or damage to the Tower Facilities, except to the extent caused by the negligence or willful misconduct of such party.

(c) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL LANDLORD OR AMERICAN TOWER BE LIABLE TO THE OTHER FOR, AND AMERICAN TOWER AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

22. Confidentiality. Unless otherwise required by state statute, Landlord will not disclose to any third party the Rent payable by American Tower under this Agreement and will treat such information as confidential, except that Landlord may disclose such information to prospective buyers, prospective or existing lenders, Landlord's Affiliates and attorneys, or as may be otherwise required by law or as may be necessary for the enforcement of Landlord's rights under the Agreement.

23. Subordination Agreements.

(a) If the Site is encumbered by a mortgage or deed of trust, Landlord will provide promptly to American Tower a mutually agreeable non-disturbance and attornment agreement, to the effect that American Tower and American Tower's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure or to provide information regarding the mortgage to American Tower.

(b) Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Property and entered into subsequent to the Execution Date, American Tower will use good faith efforts to provide Landlord or Landlord's lender with American Tower's form subordination, non-disturbance and attornment agreement executed by American Tower within thirty (30) days of such request.

24. Notices. All notices, requests, communications or demands by or from American Tower to Landlord, or Landlord to American Tower, required under this Agreement will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in Paragraph 1 of this Agreement or to such other addresses as the parties may, from time to time, designate consistent with this Paragraph 24, with such new notice address being effective thirty (30) days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

25. Further Acts.

(a) Landlord agrees that American Tower's ability to use the Site is contingent upon the suitability of the Site for American Tower's Intended Use and American Tower's ability to obtain and maintain all required Approvals. Landlord authorizes American Tower to prepare, execute and file all required applications to obtain the Approvals for American Tower's Intended Use under this Agreement and agrees to reasonably assist American Tower with such applications and with obtaining and maintaining the Approvals.

(b) In the event that American Tower suffers lost revenue or other damages as a result of any delay caused by Landlord's unwillingness to execute a document or to take any other action deemed necessary by American Tower to protect American Tower's leasehold rights or to facilitate the Intended

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Use, American Tower may pursue any and all rights and remedies to which it may be entitled at law or in equity.

26. **Memorandum of Lease.** Simultaneously with the execution of this Agreement, the parties will enter into the Memorandum of Lease attached to this Agreement as Exhibit C which American Tower may record in the public records of the county of the Property. Landlord acknowledges and agrees that after Landlord signs the Memorandum of Lease but before American Tower records it, American Tower may add both: (a) a reference to the recording granting Landlord its interest in the Property; and (b) a legal description of the Site as Exhibit B. Landlord agrees to execute and return to American Tower a recordable Amended Memorandum of Lease in form supplied by American Tower if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Agreement is amended.

27. **Miscellaneous.**

(a) This Agreement runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(b) American Tower may, at American Tower's sole cost and expense: (i) procure an abstract of title or a commitment to issue a policy of title insurance (collectively "*Title*") on the Property; and (ii) have the Property surveyed by a surveyor of American Tower's choice. At American Tower's discretion, the legal description of the Site, as shown on the survey, may replace Exhibit B of this Agreement and be added as Exhibit B of the Memorandum of Lease. American Tower may also perform and obtain, at American Tower's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over and under the Property, necessary to determine if American Tower's use of the Site will be compatible with American Tower's engineering specifications, system, design, operations or the Approvals.

(c) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Landlord consents to American Tower's right to remove all or any portion of the Tower Facilities from time to time in American Tower's sole discretion and without Landlord's consent.

(d) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any. Substantially prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, American Tower and their respective Affiliates to recover their fees and expenses.

(e) Each party agrees to furnish to the other, within thirty (30) days after request, such estoppel information as the other may reasonably request.

(f) This Agreement constitutes the entire agreement and understanding of Landlord and American Tower with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Agreement. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and American Tower. No provision may be waived, except in a writing signed by both parties.

(g) Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and

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accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(h) The Agreement will be construed in accordance with the laws of the state in which the Site is situated.

(i) American Tower may obtain title insurance on its interest in the Site, and Landlord will cooperate by executing any documentation required by the title insurance company.

(j) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(k) Landlord will not, during the Option Period or the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Property.

(l) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(m) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree that the parties will be entitled to seek an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(n) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(o) The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Site based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgement and delivery hereof by Landlord and American Tower.

(p) Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

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(q) American Tower agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to American Tower's use of the Tower Facilities. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(r) "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(s) Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(t) EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, Landlord and American Tower have each executed this Agreement as of the respective dates written below.

LANDLORD:

Charter Township of Ypsilanti,
a Michigan municipal corporation

By: Brenda L. Stumbo
Name: Brenda L. Stumbo
Title: Ypsilanti Township Supervisor

Date: Dec. 8, 2015

STATE OF Michigan
COUNTY OF Washtenaw

Before me, Lisa R. Garrett, the undersigned, a Notary Public for the State, personally appeared Brenda L. Stumbo, who is the Supervisor of the Charter Township of Ypsilanti, a Michigan municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this 8 day of December, 2015

LISA R. GARRETT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2017
Acting in the County of Washtenaw

Lisa R. Garrett
Notary Public
My commission expires:

2-25-17

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LANDLORD:

Charter Township of Ypsilanti,
a Michigan municipal corporation

By: Karen Lovejoy Roe
Name: Karen Lovejoy Roe
Title: Ypsilanti Township Clerk

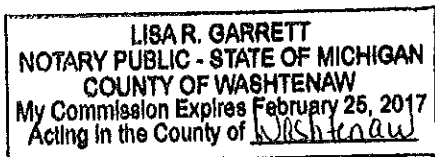
Date: December 8, 2015

STATE OF Michigan
COUNTY OF Washtenaw

Before me, Lisa R. Garrett, the undersigned, a Notary Public for the State, personally appeared Karen Lovejoy Roe, who is the Clerk of the Charter Township of Ypsilanti, a Michigan municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this 8 day of December, 2015

[Affix Notary Seal]



Lisa R. Garrett
Notary Public

My commission expires:

2-25-17

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AMERICAN TOWER:

American Towers LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Date: _____

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF MIDDLESEX)

On the ____ day of _____, 2015, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose, as _____, of American Towers LLC, a Delaware limited liability company, before me.

Notary Public
My Commission Expires:

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The following exhibits are attached to this Agreement and incorporated into this Agreement:

Exhibit A	Description or Depiction of Property
Exhibit B	Description or Depiction of Site
Exhibit C	Memorandum of Lease
Exhibit D	Schedule of Rent

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EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property is described and/or depicted as follows:

The following described premises situated in the Township of Ypsilanti, County of Washtenaw and State of Michigan, to-wit:

Commencing at the Southeast corner of Section 21, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, thence South 79°57' West 2380.98 feet along the South line of said section and the center line of Textile Road; thence along the center line of Whittaker Road in the following courses:

North 2° 34'50" West 484.04 feet; North 22°36'25" West 245.98 feet; North 42°38' West 326.62 feet; North 46°11' West 814.59 feet; North 47°06' West 155.84 feet for a Place of Beginning; thence continuing North 47°06' West along the center line of Whittaker Road 850.0 feet; thence North 0°22' East 2493.88 feet along the West line of the East ½ of the West ½ of said Section 21, thence along the center line of Huron River Drive in the following courses, North 89°52'30" East 100.88 feet; Southeasterly 470.98 feet along the arc of a circular curve concave to the South, radius 990.0 feet, chord South 75°08' East 465.62 feet; South 60°08'30" East 857.94 feet; thence South 29°54'30" West 165.0 feet; thence South 60°08'30" East 125.0 feet; thence North 29°54'30" East 20.0 feet; thence South 0°36'40" West 1576.13 feet along the North and South ¼ line of said section; thence South 42°54' West 1039.73 feet to the place of beginning, being a part of said Section 21, containing 76.76 acres of land more or less, being subject to the rights of the public over the Southwesterly 33.0 feet thereof as occupied by Whittaker Road, also subject to the rights of the public over the Northerly 33.0 feet thereof as occupied by Huron River Drive, also subject to other easements or restrictions of record, any.

Less and Except (Liber 3951 Pg. 1)

Commencing at the Southeast corner of Section 21, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S 79° 57' 00" W 2380.98 feet along the South line of said Section 21 and the centerline of Textile Road; thence along the centerline of Whittaker Road the following five courses: N 02° 34' 50" W 484.04 feet, N 22° 36' 25" W 245.98 feet, N 42° 38' 00" W 326.62 feet, N 46° 11' 00" W 814.59 feet, and N 47° 06' 00" W 295.38 feet for a PLACE OF BEGINNING; thence continuing N 47° 06' 00" W 710.46 feet along said centerline; thence N 00° 22' 00" E 494.80 feet along the West line of the East ½ of the West ½ of said Section 21; thence N 83° 45' 15" E 478.03 feet; thence S 11° 53' 58" E 896.12 feet; thence S 42° 54' 00" W 209.63 feet to the Place of Beginning, being a part of the West ½ of said Section 21, containing 10.38 acres of land, more or less, being subject to the rights of the public over the Southeasterly 33.00 feet thereof as occupied by Whittaker Road, and being subject to easements and restrictions of record, if any.

Less and Except (Liber: 1503 pg. 634)

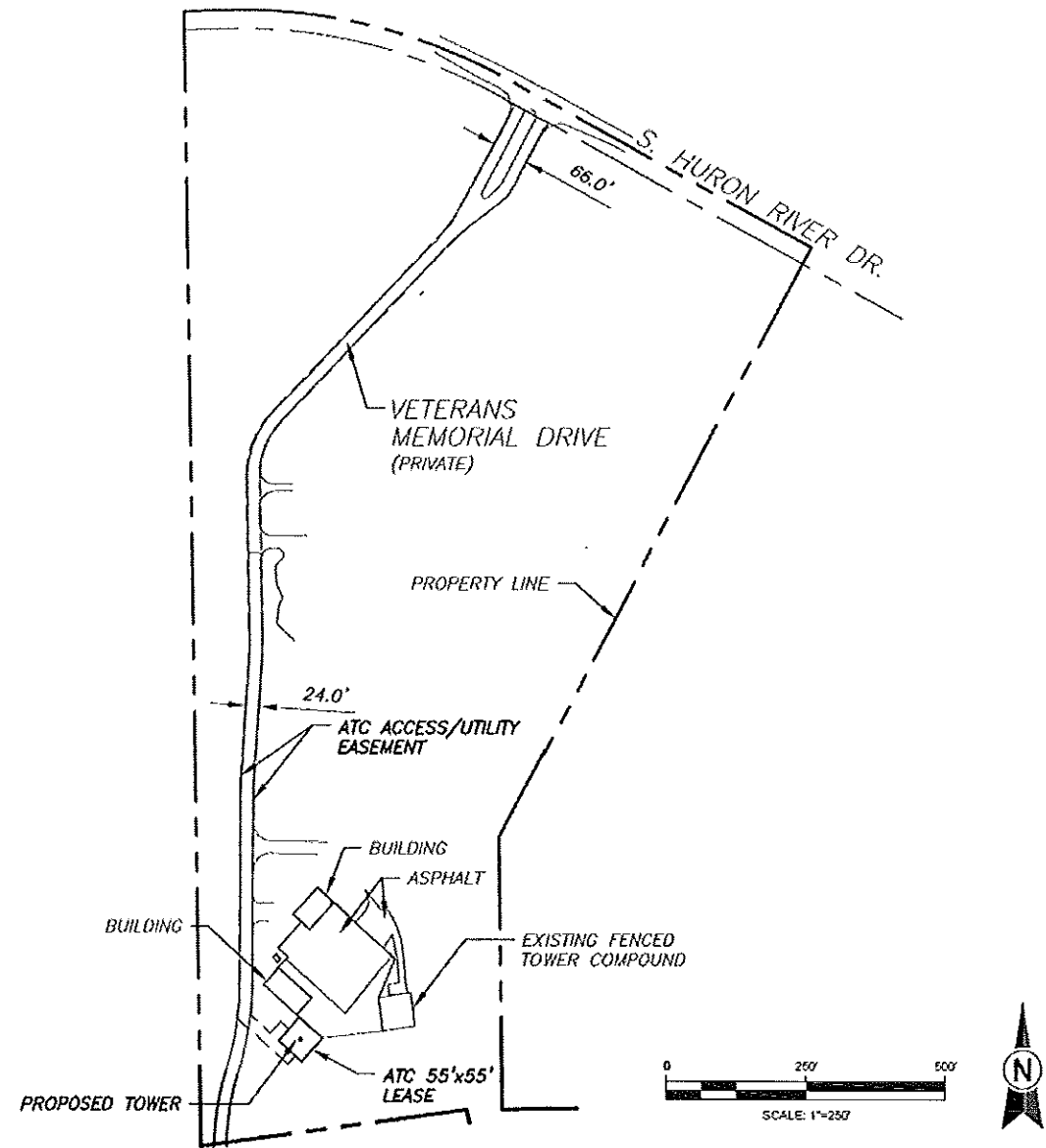
Commencing at the S.E. Corner of Section 21, T3S-R 7E, Ypsilanti Township, Washtenaw County, Michigan, thence S. 79°57'00" W, 2380.98 ft., along the Southline of Section 21, and the Centerline of Textile Road, thence along the Centerline of Whittaker Road in the following Courses, N. 02°34'50" W, 484.04 ft., thence N. 22°36'25" W, 245.98 ft., thence N. 42°38'00", W, 326.62 ft., thence N. 46°11'00" W, 814.71 ft., thence N. 47°06'00" W, 1005.84 ft., thence N. 0°22'00" E, 1028.88 ft., thence S. 89°35'10" E, 540.00 ft., to the Place of Beginning. Thence S. 0°36'40" W, 478.99 ft., thence S. 89°23'20" E, 792.59 ft., thence N. 0°36'40" E, 1221.62 ft., thence S. 29°54'30" W, 20.00 ft., thence N. 60°08'30" W, 125.00 ft., thence N. 29°54'30" E, 165.00 ft., thence N. 60°08'30" W, 203.85 ft., thence S. 29°51'30" W, 1180.20 Ft., to the P.O.B. Containing 20.00 acres. Subject to all Easements and Rights of Ways of Record.

Parcel Number: K -11-21-300-048

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EXHIBIT B
DEPICTION OF SITE

Locations are approximate. American Tower may, at its option, replace this exhibit with a copy of the survey of the Site.



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Site Number: 201382

DESCRIPTION OF SITE

COMPOUND – AS SURVEYED:

PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 78°25'08" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2,380.98 FEET TO THE CENTERLINE OF WHITTAKER ROAD (66 FEET WIDE, PUBLIC); THENCE NORTH 04°06'42" WEST ALONG SAID CENTERLINE A DISTANCE OF 484.04 FEET; THENCE NORTH 24°08'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 245.98 FEET; THENCE NORTH 44°09'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 326.62 FEET; THENCE NORTH 47°42'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 814.59 FEET; THENCE NORTH 48°37'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1,005.84 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION; THENCE NORTH 01°09'52" WEST ALONG SAID LINE A DISTANCE OF 494.80 FEET; THENCE NORTH 82°13'23" EAST A DISTANCE OF 197.87 FEET; THENCE NORTH 07°46'37" WEST A DISTANCE OF 123.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48°22'08" WEST A DISTANCE OF 55.00 FEET; THENCE NORTH 41°37'52" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 3,025 SQUARE FEET OR 0.07 ACRES.

ACCESS/UTILITY EASEMENT – AS SURVEYED:

PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 78°25'08" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2,380.98 FEET TO THE CENTERLINE OF WHITTAKER ROAD (66 FEET WIDE, PUBLIC); THENCE NORTH 04°06'42" WEST ALONG SAID CENTERLINE A DISTANCE OF 484.04 FEET; THENCE NORTH 24°08'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 245.98 FEET; THENCE NORTH 44°09'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 326.62 FEET; THENCE NORTH 47°42'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 814.59 FEET; THENCE NORTH 48°37'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1,005.84 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION; THENCE NORTH 01°09'52" WEST ALONG SAID LINE A DISTANCE OF 494.80 FEET; THENCE NORTH 82°13'23" EAST A DISTANCE OF 197.87 FEET; THENCE NORTH 07°46'37" WEST A DISTANCE OF 123.76 FEET; THENCE NORTH 48°22'08" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 48°22'08" WEST A DISTANCE OF 122.49 FEET; THENCE NORTHERLY A DISTANCE OF 65.52 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 528.00 FEET, A CENTRAL ANGLE OF 07°06'36", AND LONG CHORD BEARING NORTH 03°33'18" EAST 65.48 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 319.64 FEET; THENCE NORTHERLY A DISTANCE OF 42.54 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 662.00 FEET, A CENTRAL ANGLE OF 03°40'55", AND LONG CHORD BEARING NORTH 01°50'28" EAST 42.54 FEET; THENCE NORTH 03°40'55" EAST A DISTANCE OF 195.01 FEET; THENCE NORTHERLY A DISTANCE OF 56.02 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.00 FEET, A CENTRAL ANGLE OF 05°01'51", AND LONG CHORD BEARING NORTH 01°10'00" EAST 56.00 FEET; THENCE NORTH 01°20'56" WEST A DISTANCE OF 272.27 FEET; THENCE NORTHERLY A DISTANCE OF 128.03 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 162.00 FEET, A CENTRAL ANGLE OF 45°16'54", AND LONG CHORD BEARING NORTH 21°17'31" EAST 124.72 FEET; THENCE NORTH 43°55'58" EAST A DISTANCE OF 461.62 FEET; THENCE NORTH 28°21'25" EAST A DISTANCE OF 237.87 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SOUTH HURON RIVER DRIVE (66 FEET WIDE, PUBLIC); THENCE SOUTH 61°40'22" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 66.00 FEET; THENCE SOUTH 28°21'25" WEST A DISTANCE OF 144.39 FEET; THENCE SOUTH 51°41'05" WEST A DISTANCE OF 107.27 FEET; THENCE SOUTH 43°55'58" WEST A DISTANCE OF 463.13 FEET; THENCE SOUTHERLY A DISTANCE OF 109.06 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 138.00 FEET, A CENTRAL ANGLE OF 45°16'54", AND LONG CHORD BEARING SOUTH 21°17'31" WEST 106.25 FEET; THENCE SOUTH 01°20'56" EAST A DISTANCE OF 272.27 FEET; THENCE SOUTHERLY A DISTANCE OF 58.13 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 662.00 FEET, A CENTRAL ANGLE OF 05°01'51", AND LONG CHORD BEARING SOUTH 01°10'00" WEST 58.11 FEET; THENCE SOUTH 03°40'55" WEST A DISTANCE OF 195.01 FEET; THENCE SOUTHERLY A DISTANCE OF 41.00 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.00 FEET, A CENTRAL ANGLE OF 03°40'55", AND LONG CHORD BEARING SOUTH 01°50'28" WEST 40.99 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 319.64 FEET; THENCE SOUTHERLY A DISTANCE OF 60.70 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 552.00 FEET, A CENTRAL ANGLE OF 06°18'00", AND LONG CHORD BEARING SOUTH 03°09'00" WEST 60.66 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 47.18 FEET; THENCE NORTH 41°37'52" EAST A DISTANCE OF 27.50 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 27.50 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 53,441 SQUARE FEET OR 1.23 ACRES.

Site Name: TEXTILE ROAD MI
Site Number: 201382

EXHIBIT C
MEMORANDUM OF LEASE

[see following pages]

Prepared by and Return To:
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Site #: 201382
Site Name: Textile Road MI
Parcel No: K-11-21-300-048

Cross Reference: Book: _____; Pg: _____

Memorandum of Lease Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed this ____ day of _____, 2015 by and between Charter Township of Ypsilanti, a Michigan municipal corporation, with a mailing address of 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Landlord") and American Towers LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("American Tower") and evidences that on the ____ day of _____, 2015 a Lease Agreement ("Agreement") was entered into by and between Landlord and American Tower.

1. **Option.** The initial term of the Option is three (3) years from the date of the Agreement. This Option can be extended by American Tower for such other periods as Landlord and American Tower mutually agree.

2. **Property.** Landlord owns certain real property described in Exhibit "A" (the "Property"). Subject to the terms of the Agreement, Landlord has granted to American Tower an option to lease a portion of the Property (the "Compound") and to acquire certain easements for ingress, egress and utilities ("Easements" and collectively with the Compound, the "Site", as shown on Exhibit "B"), a license to use certain other portions of the Property and a right of first refusal to purchase the Site and/or the Property.

3. **Lease.** Should American Tower exercise its Option, the Agreement will constitute a lease of the Site. The initial term of the lease will be for five (5) years, commencing upon the date American Tower specifies in a written notice to Landlord. The Agreement will automatically renew for four (4) additional periods of five (5) years each, unless American Tower notifies Landlord of its decision not to renew the Agreement.

4. **Notices.** All notices, requests, demands, and other communications to the Landlord or American Tower will be made at the following addresses:

Landlord: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

American Tower: American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

with a Copy to: American Towers LLC
c/o American Tower Corporation
116 Huntington Avenue
Boston, MA 02116
Attn: Law Department

5. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

LANDLORD:

**Charter Township of Ypsilanti,
a Michigan municipal corporation**

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

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2015, the undersigned notary public, personally appeared Brenda L. Stumbo, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose, as Supervisor of Charter Township of Ypsilanti, a Michigan municipal corporation, before me.

Notary Public
My Commission Expires:

LANDLORD:

**Charter Township of Ypsilanti,
a Michigan municipal corporation**

By: _____

Name: Karen Lovejoy Roe

Title: Ypsilanti Township Clerk

STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____, 2015, the undersigned notary public, personally appeared Karen Lovejoy Roe, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose, as Clerk of Charter Township of Ypsilanti, a Michigan municipal corporation, before me.

Notary Public
My Commission Expires:

**EXHIBIT A
PROPERTY**

The following described premises situated in the Township of Ypsilanti, County of Washtenaw and State of Michigan, to-wit:

Commencing at the Southeast corner of Section 21, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, thence South 79°57' West 2380.98 feet along the South line of said section and the center line of Textile Road; thence along the center line of Whittaker Road in the following courses:

North 2° 34'50" West 484.04 feet; North 22°36'25" West 245.98 feet; North 42°38' West 326.62 feet; North 46°11' West 814.59 feet; North 47°06' West 155.84 feet for a Place of Beginning; thence continuing North 47°06' West along the center line of Whittaker Road 850.0 feet; thence North 0°22' East 2493.88 feet along the West line of the East ½ of the West ½ of said Section 21, thence along the center line of Huron River Drive in the following courses, North 89°52'30" East 100.88 feet; Southeasterly 470.98 feet along the arc of a circular curve concave to the South, radius 990.0 feet, chord South 75°08' East 465.62 feet; South 60°08'30" East 857.94 feet; thence South 29°54'30" West 165.0 feet; thence South 60°08'30" East 125.0 feet; thence North 29°54'30" East 20.0 feet; thence South 0°36'40" West 1576.13 feet along the North and South ¼ line of said section; thence South 42°54' West 1039.73 feet to the place of beginning, being a part of said Section 21, containing 76.76 acres of land more or less, being subject to the rights of the public over the Southwesterly 33.0 feet thereof as occupied by Whittaker Road, also subject to the rights of the public over the Northerly 33.0 feet thereof as occupied by Huron River Drive, also subject to other easements or restrictions of record, any.

Less and Except (Liber 3951 Pg. 1)

Commencing at the Southeast corner of Section 21, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S 79° 57' 00" W 2380.98 feet along the South line of said Section 21 and the centerline of Textile Road; thence along the centerline of Whittaker Road the following five courses: N 02° 34' 50" W 484.04 feet, N 22° 36' 25" W 245.98 feet, N 42° 38' 00" W 326.62 feet, N 46° 11' 00" W 814.59 feet, and N 47° 06' 00" W 295.38 feet for a PLACE OF BEGINNING; thence continuing N 47° 06' 00" W 710.46 feet along said centerline; thence N 00° 22' 00" E 494.80 feet along the West line of the East ½ of the West ½ of said Section 21; thence N 83° 45' 15" E 478.03 feet; thence S 11° 53' 58" E 896.12 feet; thence S 42° 54' 00" W 209.63 feet to the Place of Beginning, being a part of the West ½ of said Section 21, containing 10.38 acres of land, more or less, being subject to the rights of the public over the Southeasterly 33.00 feet thereof as occupied by Whittaker Road, and being subject to easements and restrictions of record, if any.

Less and Except (Liber: 1503 pg. 634)

Commencing at the S.E. Corner of Section 21, T3S-R 7E, Ypsilanti Township, Washtenaw County, Michigan, thence S. 79°57'00" W, 2380.98 ft., along the Southline of Section 21, and the Centerline of Textile Road, thence along the Centerline of Whittaker Road in the following Courses, N. 02°34'50" W, 484.04 ft., thence N. 22°36'25" W, 245.98 ft., thence N. 42°38'00", W, 326.62 ft., thence N. 46°11'00" W, 814.71 ft., thence N. 47°06'00" W, 1005.84. ft., thence N. 0°22'00" E, 1028.88 ft., thence S. 89°35'10"11 E, 540.00 ft., to the Place of Beginning. Thence S. 0°36'40" W, 478.99 ft., thence S. 89°23'20"11 E, 792.59 ft., thence N. 0°36'40" E, 1221.62 ft., thence S. 29°54'30" W, 20.00 ft., thence N. 60°08'30" W, 125.00 ft., thence N. 29°54'30" E, 165.00 ft., thence N. 60°08'30" W, 203.85 ft., thence S. 29°51'30" W, 1180.20 Ft., to the P.O.B. Containing 20.00 acres. Subject to all Easements and Rights of Ways of Record.

Parcel Number: K -11-21-300-048

**EXHIBIT B
SITE**

DESCRIPTION OF SITE

COMPOUND – AS SURVEYED:

PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 78°25'08" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2,380.98 FEET TO THE CENTERLINE OF WHITTAKER ROAD (66 FEET WIDE, PUBLIC); THENCE NORTH 04°06'42" WEST ALONG SAID CENTERLINE A DISTANCE OF 484.04 FEET; THENCE NORTH 24°08'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 245.98 FEET; THENCE NORTH 44°09'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 326.62 FEET; THENCE NORTH 47°42'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 814.59 FEET; THENCE NORTH 48°37'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1,005.84 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION; THENCE NORTH 01°09'52" WEST ALONG SAID LINE A DISTANCE OF 494.80 FEET; THENCE NORTH 82°13'23" EAST A DISTANCE OF 197.87 FEET; THENCE NORTH 07°46'37" WEST A DISTANCE OF 123.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48°22'08" WEST A DISTANCE OF 55.00 FEET; THENCE NORTH 41°37'52" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 3,025 SQUARE FEET OR 0.07 ACRES.

ACCESS/UTILITY EASEMENT – AS SURVEYED:

PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 78°25'08" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2,380.98 FEET TO THE CENTERLINE OF WHITTAKER ROAD (66 FEET WIDE, PUBLIC); THENCE NORTH 04°06'42" WEST ALONG SAID CENTERLINE A DISTANCE OF 484.04 FEET; THENCE NORTH 24°08'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 245.98 FEET; THENCE NORTH 44°09'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 326.62 FEET; THENCE NORTH 47°42'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 814.59 FEET; THENCE NORTH 48°37'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1,005.84 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION; THENCE NORTH 01°09'52" WEST ALONG SAID LINE A DISTANCE OF 494.80 FEET; THENCE NORTH 82°13'23" EAST A DISTANCE OF 197.87 FEET; THENCE NORTH 07°46'37" WEST A DISTANCE OF 123.76 FEET; THENCE NORTH 48°22'08" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 48°22'08" WEST A DISTANCE OF 122.49 FEET; THENCE NORTHERLY A DISTANCE OF 65.52 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 528.00 FEET, A CENTRAL ANGLE OF 07°06'36", AND LONG CHORD BEARING NORTH 03°33'18" EAST 65.48 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 319.64 FEET; THENCE NORTHERLY A DISTANCE OF 42.54 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 662.00 FEET, A CENTRAL ANGLE OF 03°40'55", AND LONG CHORD BEARING NORTH 01°50'28" EAST 42.54 FEET; THENCE NORTH 03°40'55" EAST A DISTANCE OF 195.01 FEET; THENCE NORTHERLY A DISTANCE OF 56.02 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.00 FEET, A CENTRAL ANGLE OF 05°01'51", AND LONG CHORD BEARING NORTH 01°10'00" EAST 56.00 FEET; THENCE NORTH 01°20'56" WEST A DISTANCE OF 272.27 FEET; THENCE NORTHERLY A DISTANCE OF 128.03 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 162.00 FEET, A CENTRAL ANGLE OF 45°16'54", AND LONG CHORD BEARING NORTH 21°17'31" EAST 124.72 FEET; THENCE NORTH 43°55'58" EAST A DISTANCE OF 461.62 FEET; THENCE NORTH 28°21'25" EAST A DISTANCE OF 237.87 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SOUTH HURON RIVER DRIVE (66 FEET WIDE, PUBLIC); THENCE SOUTH 61°40'22" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 66.00 FEET; THENCE SOUTH 28°21'25" WEST A DISTANCE OF 144.39 FEET; THENCE SOUTH 51°41'05" WEST A DISTANCE OF 107.27 FEET; THENCE SOUTH 43°55'58" WEST A DISTANCE OF 463.13 FEET; THENCE SOUTHERLY A DISTANCE OF 109.06 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 138.00 FEET, A CENTRAL ANGLE OF 45°16'54", AND LONG CHORD BEARING SOUTH 21°17'31" WEST 106.25 FEET; THENCE SOUTH 01°20'56" EAST A DISTANCE OF 272.27 FEET; THENCE SOUTHERLY A DISTANCE OF 58.13 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 662.00 FEET, A CENTRAL ANGLE OF 05°01'51", AND LONG CHORD BEARING SOUTH 01°10'00" WEST 58.11 FEET; THENCE SOUTH 03°40'55" WEST A DISTANCE OF 195.01 FEET; THENCE SOUTHERLY A DISTANCE OF 41.00 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.00 FEET, A CENTRAL ANGLE OF 03°40'55", AND LONG CHORD BEARING SOUTH 01°50'28" WEST 40.99 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 319.64 FEET; THENCE SOUTHERLY A DISTANCE OF 60.70 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 552.00 FEET, A CENTRAL ANGLE OF 06°18'00", AND LONG CHORD BEARING SOUTH 03°09'00" WEST 60.66 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 47.18 FEET; THENCE NORTH 41°37'52" EAST A DISTANCE OF 27.50 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 27.50 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 53,441 SQUARE FEET OR 1.23 ACRES.

EXHIBIT D

SCHEDULE OF RENT

In the event that American Tower exercises the Option, as set forth in Paragraph 2(f) of the Agreement, the initial payment of Rent, as defined in Paragraph 1(n) of the Agreement, will depend upon the year in which the Option is exercised, as follows:

<u>Year Option Exercised</u>	<u>Rent under Paragraph 1(n)</u>
2016	Twenty-Two Thousand Five Hundred Seventy-Seven and 80/100 (\$22,577.80)
2017	Twenty-Three Thousand Two Hundred Fifty-Five and 13/100 (\$23,255.13)
2018	Twenty-Three Thousand Nine Hundred Fifty-Two and 78.100 (\$23,952.78)

After the Commencement Date and the initial payment of Rent, Rent will increase as set forth in Paragraph 1(o) of the Agreement.

Prepared by and Return To:
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Site #: 201382
Site Name: Textile Road MI
Parcel No: K-11-21-300-048

Cross Reference: Book: _____; Pg: _____

Memorandum of Lease Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed this 8th day of December, 2015 by and between Charter Township of Ypsilanti, a Michigan municipal corporation, with a mailing address of 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Landlord") and American Towers LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("American Tower") and evidences that on the ___ day of _____, 2015 a Lease Agreement ("Agreement") was entered into by and between Landlord and American Tower.

1. **Option.** The initial term of the Option is three (3) years from the date of the Agreement. This Option can be extended by American Tower for such other periods as Landlord and American Tower mutually agree.

2. **Property.** Landlord owns certain real property described in **Exhibit "A"** (the "Property"). Subject to the terms of the Agreement, Landlord has granted to American Tower an option to lease a portion of the Property (the "Compound") and to acquire certain easements for ingress, egress and utilities ("Easements" and collectively with the Compound, the "Site", as shown on **Exhibit "B"**), a license to use certain other portions of the Property and a right of first refusal to purchase the Site and/or the Property.

3. **Lease.** Should American Tower exercise its Option, the Agreement will constitute a lease of the Site. The initial term of the lease will be for five (5) years, commencing upon the date American Tower specifies in a written notice to Landlord. The Agreement will automatically renew for four (4) additional periods of five (5) years each, unless American Tower notifies Landlord of its decision not to renew the Agreement.

4. **Notices.** All notices, requests, demands, and other communications to the Landlord or American Tower will be made at the following addresses:

Landlord: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

American Tower: American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

with a Copy to: American Towers LLC
c/o American Tower Corporation
116 Huntington Avenue
Boston, MA 02116
Attn: Law Department

5. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

LANDLORD:

**Charter Township of Ypsilanti,
a Michigan municipal corporation**

By: Brenda L. Stumbo
Name: Brenda L. Stumbo Dec. 8, 2015
Title: Ypsilanti Township Supervisor

STATE OF Michigan)
) ss:
COUNTY OF Washtenaw)

On the 8 day of December, 2015, the undersigned notary public, personally appeared Brenda L. Stumbo, proved to me through satisfactory evidence of identification, which was Drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose, as Supervisor of Charter Township of Ypsilanti, a Michigan municipal corporation, before me.

Lisa R. Garrett
Notary Public 12-8-15
My Commission Expires: 2-25-17

LISA R. GARRETT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2017
Acting in the County of Washtenaw

LANDLORD:

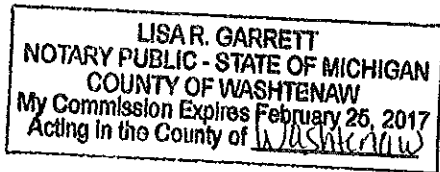
**Charter Township of Ypsilanti,
a Michigan municipal corporation**

By: *Karen Lovejoy Roe*
Name: Karen Lovejoy Roe Dec. 8, 2015
Title: Ypsilanti Township Clerk

STATE OF Michigan)
) ss:
COUNTY OF Washtenaw)

On the 8 day of December, 2015, the undersigned notary public, personally appeared Karen Lovejoy Roe, proved to me through satisfactory evidence of identification, which was Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose, as Clerk of Charter Township of Ypsilanti, a Michigan municipal corporation, before me.

Lisa R. Garrett
Notary Public 12-8-15
My Commission Expires: 2-25-17



**EXHIBIT A
PROPERTY**

The following described premises situated in the Township of Ypsilanti, County of Washtenaw and State of Michigan, to-wit:

Commencing at the Southeast corner of Section 21, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, thence South 79°57' West 2380.98 feet along the South line of said section and the center line of Textile Road; thence along the center line of Whittaker Road in the following courses:

North 2° 34'50" West 484.04 feet; North 22°36'25" West 245.98 feet; North 42°38' West 326.62 feet; North 46°11' West 814.59 feet; North 47°06' West 155.84 feet for a Place of Beginning; thence continuing North 47°06' West along the center line of Whittaker Road 850.0 feet; thence North 0°22' East 2493.88 feet along the West line of the East ½ of the West ½ of said Section 21, thence along the center line of Huron River Drive in the following courses, North 89°52'30" East 100.88 feet; Southeasterly 470.98 feet along the arc of a circular curve concave to the South, radius 990.0 feet, chord South 75°08' East 465.62 feet; South 60°08'30" East 857.94 feet; thence South 29°54'30" West 165.0 feet; thence South 60°08'30" East 125.0 feet; thence North 29°54'30" East 20.0 feet; thence South 0°36'40" West 1576.13 feet along the North and South ¼ line of said section; thence South 42°54' West 1039.73 feet to the place of beginning, being a part of said Section 21, containing 76.76 acres of land more or less, being subject to the rights of the public over the Southwesterly 33.0 feet thereof as occupied by Whittaker Road, also subject to the rights of the public over the Northerly 33.0 feet thereof as occupied by Huron River Drive, also subject to other easements or restrictions of record, any.

Less and Except (Liber 3951 Pg. 1)

Commencing at the Southeast corner of Section 21, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S 79° 57' 00" W 2380.98 feet along the South line of said Section 21 and the centerline of Textile Road; thence along the centerline of Whittaker Road the following five courses: N 02° 34' 50" W 484.04 feet, N 22° 36' 25" W 245.98 feet, N 42° 38' 00" W 326.62 feet, N 46° 11' 00" W 814.59 feet, and N 47° 06' 00" W 295.38 feet for a PLACE OF BEGINNING; thence continuing N 47° 06' 00" W 710.46 feet along said centerline; thence N 00° 22' 00" E 494.80 feet along the West line of the East ½ of the West ½ of said Section 21; thence N 83° 45' 15" E 478.03 feet; thence S 11° 53' 58" E 896.12 feet; thence S 42° 54' 00" W 209.63 feet to the Place of Beginning, being a part of the West ½ of said Section 21, containing 10.38 acres of land, more or less, being subject to the rights of the public over the Southeasterly 33.00 feet thereof as occupied by Whittaker Road, and being subject to easements and restrictions of record, if any.

Less and Except (Liber: 1503 pg. 634)

Commencing at the S.E. Corner of Section 21, T3S-R 7E, Ypsilanti Township, Washtenaw County, Michigan, thence S. 79°57'00" W, 2380.98 ft., along the Southline of Section 21, and the Centerline of Textile Road, thence along the Centerline of Whittaker Road in the following Courses, N. 02°34'50" W, 484.04 ft., thence N. 22°36'25" W, 245.98 ft., thence N. 42°38'00", W, 326.62 ft., thence N. 46°11'00" W, 814.71 ft., thence N. 47°06'00" W, 1005.84. ft., thence N. 0°22'00" E, 1028.88 ft., thence S. 89°35'10" E, 540.00 ft., to the Place of Beginning. Thence S. 0°36'40" W, 478.99 ft., thence S. 89°23'20" E, 792.59 ft., thence N. 0°36'40" E, 1221.62 ft., thence S. 29°54'30" W, 20.00 ft., thence N. 60°08'30" W, 125.00 ft., thence N. 29°54'30" E, 165.00 ft., thence N. 60°08'30" W, 203.85 ft., thence S. 29°51'30" W, 1180.20 Ft., to the P.O.B. Containing 20.00 acres. Subject to all Easements and Rights of Ways of Record.

Parcel Number: K-11-21-300-048

**EXHIBIT B
SITE**

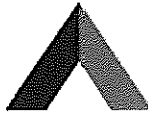
DESCRIPTION OF SITE

COMPOUND – AS SURVEYED:

PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 78°25'08" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2,380.98 FEET TO THE CENTERLINE OF WHITTAKER ROAD (66 FEET WIDE, PUBLIC); THENCE NORTH 04°06'42" WEST ALONG SAID CENTERLINE A DISTANCE OF 484.04 FEET; THENCE NORTH 24°08'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 245.98 FEET; THENCE NORTH 44°09'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 326.62 FEET; THENCE NORTH 47°42'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 814.59 FEET; THENCE NORTH 48°37'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1,005.84 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION; THENCE NORTH 01°09'52" WEST ALONG SAID LINE A DISTANCE OF 494.80 FEET; THENCE NORTH 82°13'23" EAST A DISTANCE OF 197.87 FEET; THENCE NORTH 07°46'37" WEST A DISTANCE OF 123.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48°22'08" WEST A DISTANCE OF 55.00 FEET; THENCE NORTH 41°37'52" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 3,025 SQUARE FEET OR 0.07 ACRES.

ACCESS/UTILITY EASEMENT – AS SURVEYED:

PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 78°25'08" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2,380.98 FEET TO THE CENTERLINE OF WHITTAKER ROAD (66 FEET WIDE, PUBLIC); THENCE NORTH 04°06'42" WEST ALONG SAID CENTERLINE A DISTANCE OF 484.04 FEET; THENCE NORTH 24°08'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 245.98 FEET; THENCE NORTH 44°09'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 326.62 FEET; THENCE NORTH 47°42'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 814.59 FEET; THENCE NORTH 48°37'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1,005.84 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION; THENCE NORTH 01°09'52" WEST ALONG SAID LINE A DISTANCE OF 494.80 FEET; THENCE NORTH 82°13'23" EAST A DISTANCE OF 197.87 FEET; THENCE NORTH 07°46'37" WEST A DISTANCE OF 123.76 FEET; THENCE NORTH 48°22'08" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 48°22'08" WEST A DISTANCE OF 122.49 FEET; THENCE NORTHERLY A DISTANCE OF 65.52 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 528.00 FEET, A CENTRAL ANGLE OF 07°06'36", AND LONG CHORD BEARING NORTH 03°33'18" EAST 65.48 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 319.64 FEET; THENCE NORTHERLY A DISTANCE OF 42.54 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 662.00 FEET, A CENTRAL ANGLE OF 03°40'55", AND LONG CHORD BEARING NORTH 01°50'28" EAST 42.54 FEET; THENCE NORTH 03°40'55" EAST A DISTANCE OF 195.01 FEET; THENCE NORTHERLY A DISTANCE OF 56.02 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.00 FEET, A CENTRAL ANGLE OF 05°01'51", AND LONG CHORD BEARING NORTH 01°10'00" EAST 56.00 FEET; THENCE NORTH 01°20'56" WEST A DISTANCE OF 272.27 FEET; THENCE NORTHERLY A DISTANCE OF 128.03 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 162.00 FEET, A CENTRAL ANGLE OF 45°16'54", AND LONG CHORD BEARING NORTH 21°17'31" EAST 124.72 FEET; THENCE NORTH 43°55'58" EAST A DISTANCE OF 461.62 FEET; THENCE NORTH 28°21'25" EAST A DISTANCE OF 237.87 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SOUTH HURON RIVER DRIVE (66 FEET WIDE, PUBLIC); THENCE SOUTH 61°40'22" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 66.00 FEET; THENCE SOUTH 28°21'25" WEST A DISTANCE OF 144.39 FEET; THENCE SOUTH 51°41'05" WEST A DISTANCE OF 107.27 FEET; THENCE SOUTH 43°55'58" WEST A DISTANCE OF 463.13 FEET; THENCE SOUTHERLY A DISTANCE OF 109.06 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 138.00 FEET, A CENTRAL ANGLE OF 45°16'54", AND LONG CHORD BEARING SOUTH 21°17'31" WEST 106.25 FEET; THENCE SOUTH 01°20'56" EAST A DISTANCE OF 272.27 FEET; THENCE SOUTHERLY A DISTANCE OF 58.13 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 662.00 FEET, A CENTRAL ANGLE OF 05°01'51", AND LONG CHORD BEARING SOUTH 01°10'00" WEST 58.11 FEET; THENCE SOUTH 03°40'55" WEST A DISTANCE OF 195.01 FEET; THENCE SOUTHERLY A DISTANCE OF 41.00 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 638.00 FEET, A CENTRAL ANGLE OF 03°40'55", AND LONG CHORD BEARING SOUTH 01°50'28" WEST 40.99 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 319.64 FEET; THENCE SOUTHERLY A DISTANCE OF 60.70 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 552.00 FEET, A CENTRAL ANGLE OF 06°18'00", AND LONG CHORD BEARING SOUTH 03°09'00" WEST 60.66 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 47.18 FEET; THENCE NORTH 41°37'52" EAST A DISTANCE OF 27.50 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 41°37'52" WEST A DISTANCE OF 27.50 FEET; THENCE SOUTH 48°22'08" EAST A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING. CONTAINING 53,441 SQUARE FEET OR 1.23 ACRES.



AMERICAN TOWER
CORPORATION

LANDOWNERS AUTHORIZATION

Tower Site Name: Textile Road MI
Tower Site #: 201382
State: Michigan

We, Brenda L. Stumbo and Karen Lovejoy Roe, Supervisor and Clerk, respectively, of Charter Township of Ypsilanti, a Michigan municipal corporation, hereby authorize American Tower to make all payments due to Landlord under the Lease Agreement as outlined below:

List names of all individuals whose name should appear on the check:

Separate Check Required? If so, indicate % of payments that each person should receive

Charter Township of Ypsilanti
Print Name

YES NO _____ %

Print Name

YES NO _____ %

Payment Address:

7200 S. Huron River Dr.
Ypsilanti, MI 48197

Property Owner Contact Info:

Phone: 734 484-4700 - Clerk's office
Email: klovejoyroe@ytown.o
Other: _____

Please provide a physical address for overnight correspondence (if different from payment address).

Property Owner Authorization Signature:

Charter Township of Ypsilanti,
a Michigan municipal corporation

By: Brenda L. Stumbo
Print Name: Brenda L. Stumbo
Title: Ypsilanti Township Supervisor
Date: Dec. 8, 2015

By: Karen Lovejoy Roe
Print Name: Karen Lovejoy Roe
Title: Ypsilanti Township Clerk
Date: Dec. 8, 2015

AGREEMENT

Effective Date: November 11, 2015

Donor: The Helen McCalla Trust
c/o Keith O. Smillie Attorney
320 Miller Ave., Suite 190
Ann Arbor MI 48103

Donee: Charter Township Of Ypsilanti
For The Benefit Of The Senior Program
2025 East Clark Road
Ypsilanti, Michigan 48198

Proposal Date: September 10, 2015
Distribution: \$4,941.00

PREMISES

A) Donor is a charitable foundation qualified by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code.

B) Under the terms of the trust and as required to maintain its charitable foundation status, Donor is to make annual distributions to recipients who meet certain qualifications and who agree to use that distribution for certain limited purposes. The limited purposes as stated in the trust are "for permanent or semi-permanent buildings and/or equipment benefitting elderly persons and/or handicapped children and not for any specific individuals or operational expenses."

C) Donee has submitted a proposal to the Donor for use of a distribution from Donor. A portion of that proposal has been approved. That portion relates to 10 round tables (\$2,993.35) and FOB Scanning Station (\$1,948.00). (the "Approved Proposal").

D) Donee has been chosen by Donor as a recipient for the tax year ending December 31, 2014, of a distribution from the trust, which distribution is being made in the calendar year 2015 and which is in the amount described above. (the "Distribution")

E) Donee has agreed to accept the Distribution upon the terms and conditions as stated herein.

NOW THEREFORE, in consideration for the payment to Donee of the Distribution, Donee agrees to use and expend the Distribution for the limited purposes described in the Approved Proposal. After the expenditures have been completed, Donee shall submit to Donor's counsel at the above address, a summary of Donee's expenditure of the Distribution with copies of cancelled checks.

DONOR:

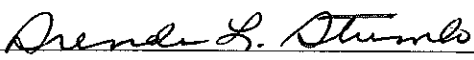
Helen McCalla Trust

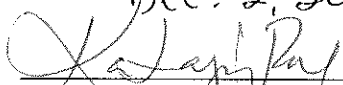
By: Caroline Chipman, Vice President
KeyBank, National Association, Co-Trustee

By: James McGuire, Co-Trustee

DONEE:

Ypsilanti Charter Township


By: Brenda L. Stumbo, Supervisor,
Dec. 2, 2015


By: Karen Lovejoy Roe, Clerk
Dec. 2, 2015

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



**Accounting
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-3702
Fax: (734) 484-5154

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

DECEMBER 15, 2015 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$ 909,709.00
HAND CHECKS -	<u>\$ 221,567.72</u>
GRAND TOTAL -	\$ 1,131,276.72

Choice Health Care Deductible – NOVEMBER 2015

ACH EFT -	\$ 29,710.19
ADMIN FEE -	\$ 1,192.50 (OCT)

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
11/25/2015	AP	170555	COMCAST B	COMCAST BUSINESS	825.00
11/25/2015	AP	170556	2002	DELTA DENTAL PLAN OF MICHIGAN	13,641.96
11/25/2015	AP	170557	0119	DTE ENERGY**	72,328.47
11/25/2015	AP	170558	0426	GUARDIAN ALARM	570.19
11/25/2015	AP	170559	15934	WASTE MANAGEMENT	300.00
11/25/2015	AP	170560	15934	WASTE MANAGEMENT	95,736.09
11/25/2015	AP	170561	15934	WASTE MANAGEMENT	28,083.43
11/25/2015	AP	170562	15934	WASTE MANAGEMENT	217.18
11/25/2015	AP	170563	15934	WASTE MANAGEMENT	754.85
11/25/2015	AP	170564	15934	WASTE MANAGEMENT	431.58
11/25/2015	AP	170565	0480	YPSILANTI COMMUNITY	53.84
12/01/2015	AP	170566	2039	DTE ENERGY COMPANY -	1,029.43
12/01/2015	AP	170567	0211	YPSILANTI TWP. TAX COLLECTION	130.00 v
12/01/2015	AP	170568	0211	YPSILANTI TWP. TAX COLLECTION	130.00
12/01/2015	AP	170569	7038	LINCOLN SCHOOL DISTRICT	214.65
12/02/2015	AP	170570	6263	STANDARD INSURANCE COMPANY	4,438.71
12/02/2015	AP	170571	1475	VERIZON WIRELESS	100.82
12/02/2015	AP	170572	VSP	VISION SERVICE PLAN	2,494.80
12/02/2015	AP	170573	15934	WASTE MANAGEMENT	119.96
12/02/2015	AP	170574	0480	YPSILANTI COMMUNITY	96.76

AP TOTALS:

Total of 20 Checks:	221,697.72
Less 1 Void Checks:	130.00
Total of 19 Disbursements:	<u>221,567.72</u>

A/P Checks

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
12/15/2015	AP	170575	2937	A & R TOTAL CONSTRUCTION, INC.	657.30
12/15/2015	AP	170576	0001	A.F. SMITH ELECTRIC	995.00
12/15/2015	AP	170577	AAATA	AAATA	11.98
12/15/2015	AP	170578	11339	ACCUSHRED LLC	65.00
12/15/2015	AP	170579	15493	ADAM KURTINAITIS	735.00
12/15/2015	AP	170580	4709	ALLEGRA PRINTING AND IMAGING	4,749.00
12/15/2015	AP	170581	ANGLIN	ANGLIN CIVIL LLC	161,316.82
12/15/2015	AP	170582	1464	ANN ARBOR AREA TRANSPORTATION AUTH.	406.00
12/15/2015	AP	170583	0017	ANN ARBOR CLEANING SUPPLY	86.02
12/15/2015	AP	170584	0022	ANN ARBOR WELDING SUPPLY CO	221.30
12/15/2015	AP	170585	1014	ARGUS HAZCO	206.13
12/15/2015	AP	170586	0215	AUTO VALUE YPSILANTI	118.53
12/15/2015	AP	170587	0071	BRENDA STUMBO	64.40
12/15/2015	AP	170588	C.W. GOLF	C.W. GOLF ARCHITECTURE, LLC	1,500.00
12/15/2015	AP	170589	CTA	CAMPBELL TITLE AGENCY OF MICHIGAN	1,050.00
12/15/2015	AP	170590	6659	CARL ROWSEY	122.25
12/15/2015	AP	170591	C. JUSTICE	CATHERINE JUSTICE	270.00
12/15/2015	AP	170592	3460	CDW GOVERNMENT INC	1,613.00
12/15/2015	AP	170593	6015	CENTRON DATA SERVICES	1,322.28
12/15/2015	AP	170594	0870	CHARTER TOWNSHIP OF SUPERIOR	93.70
12/15/2015	AP	170595	0102	COLMAN-WOLF SANITARY SUPPLY CO	243.54
12/15/2015	AP	170596	0582	CONGDON'S	63.82
12/15/2015	AP	170597	6375	COSTUME GALLERY	1,736.00
12/15/2015	AP	170598	C. SOCIER	CRYSTAL SOCIER	10.00
12/15/2015	AP	170599	5567	CURRENT ELECTRIC	755.00
12/15/2015	AP	170600	0115	DELUX RENTAL	62.00
12/15/2015	AP	170601	DLN	DETROIT LEGAL NEWS	325.00
12/15/2015	AP	170602	4706	ED'S GARAGE	80.00
12/15/2015	AP	170603	E. CHAMBER	ELKA CHAMBERLAIN	270.00
12/15/2015	AP	170604	GWORKS	GOOSEWORKS, LLC	400.00
12/15/2015	AP	170605	1233	GORDON FOOD SERVICE INC.	51.99
12/15/2015	AP	170606	0107	GRAINGER	889.86
12/15/2015	AP	170607	H. FAVRE	HANNAH FAVRE	100.00
12/15/2015	AP	170608	0503	HOME DEPOT	311.24
12/15/2015	AP	170609	15496	J.F. MOORE & ASSOCIATES, LLC	62.00
12/15/2015	AP	170610	J DAVIDSON	JOHN DAVIDSON	216.00
12/15/2015	AP	170611	6280	KAREN LOVEJOY ROE	74.54
12/15/2015	AP	170612	KAR	KIDS ARTISTIC REVIEW	247.50
12/15/2015	AP	170613	K JOHNSON	KORDALE JOHNSON	84.00
12/15/2015	AP	170614	LLS	LANGUAGE LINE SERVICES	103.94
12/15/2015	AP	170615	LT	LASER TECHNOLOGY, INC.	5,085.00
12/15/2015	AP	170616	L. GODO	LISA GODO	252.00
12/15/2015	AP	170617	6550	LOOKING GOOD LAWN	2,916.00
12/15/2015	AP	170618	6467	LOWE'S	153.24
12/15/2015	AP	170619	11330	LSL PLANNING INC	1,322.50
12/15/2015	AP	170620	0158	MARK HAMILTON	1,500.00
12/15/2015	AP	170621	M. BECKER	MARY BECKER	100.00
12/15/2015	AP	170622	0253	MCLAIN AND WINTERS	99,931.66
12/15/2015	AP	170623	16445	MCMASTER-CARR	96.39
12/15/2015	AP	170624	16461	MICHIGAN LINEN SERVICE, INC.	1,002.12
12/15/2015	AP	170625	0297	MUNICIPAL CODE CORPORATION	700.00
12/15/2015	AP	170626	2986	NAPA AUTO PARTS*	279.00
12/15/2015	AP	170627	NORTH EAST	NORTH EASTERN UNIFORMS & EQUIPMENT	1,409.25
12/15/2015	AP	170628	2997	OFFICE EXPRESS	311.83
12/15/2015	AP	170629	OPTIV	OPTIV SECURITY INC.	4,000.00
12/15/2015	AP	170630	0913	PARKWAY SERVICES, INC.	120.00
12/15/2015	AP	170631	PEPSI	PEPSI BEVERAGES COMPANY	333.60
12/15/2015	AP	170632	P. POWER	PETER POWER	1,190.00
12/15/2015	AP	170633	3026	PRESTIGE FLAG	499.87
12/15/2015	AP	170634	PASI	PROFESSIONAL ASBESTOS SERVICES INC.	4,975.00
12/15/2015	AP	170635	PROSITE	PROSITE SERVICES	23,100.00
12/15/2015	AP	170636	6045	Q.P.S PRINTING	120.00
12/15/2015	AP	170637	1637	RESIDEX, LLC	1,651.70
12/15/2015	AP	170638	3059	RUBBER STAMPS UNLIMITED INC	31.50
12/15/2015	AP	170639	S. DION	SARAH DION	10.00
12/15/2015	AP	170640	SERVERSUPP	SERVER SUPPLY INC	796.00
12/15/2015	AP	170641	SLT	SILVER LINING TIRE RECYCLING	318.00
12/15/2015	AP	170642	15751	SOUTHERN COMPUTER WAREHOUSE	396.59
12/15/2015	AP	170643	6629	START SMART SPORTS DEVELOPMENT	448.26
12/15/2015	AP	170644	0632	STERICYCLE INC	173.87
12/15/2015	AP	170645	6509	SUNSHINE MEDICAL	695.00
12/15/2015	AP	170646	11025	TAMMIE KEEN	26.22
12/15/2015	AP	170647	15941	TODD BARBER	2,800.00
12/15/2015	AP	170648	6215	UNITED STATES POSTMASTER	6,500.00
12/15/2015	AP	170649	3082	UNIVERSITY TRANSLATORS	341.75
12/15/2015	AP	170650	VTS	VALENTINE TREE SERVICE	750.00
12/15/2015	AP	170651	V. BASS	VALERIE BASS	337.50
12/15/2015	AP	170652	VARIDESK	VARIDESK	500.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
12/15/2015	AP	170653	6627	VICTORY LANE	72.14
12/15/2015	AP	170654	7035	WASHTENAW COMMUNITY COLLEGE#	122.18
12/15/2015	AP	170655	16425	WASHTENAW COUNTY LEGAL NEWS	110.00
12/15/2015	AP	170656	WCLN	WASHTENAW COUNTY LEGAL NEWS	80.00
12/15/2015	AP	170657	0163	WASHTENAW COUNTY ROAD COMMISSION	32,655.57
12/15/2015	AP	170658	0163	WASHTENAW COUNTY ROAD COMMISSION	68,782.54
12/15/2015	AP	170659	7005	WASHTENAW COUNTY TREASURER	2,442.50
12/15/2015	AP	170660	7005	WASHTENAW COUNTY TREASURER	414.32
12/15/2015	AP	170661	0444	WASHTENAW COUNTY TREASURER#	452,541.25
12/15/2015	AP	170662	0444	WASHTENAW COUNTY TREASURER#	592.81
12/15/2015	AP	170663	7042	WASHTENAW INTERMEDIATE	139.18
12/15/2015	AP	170664	0480	YPSILANTI COMMUNITY	1,967.13
12/15/2015	AP	170665	7039	YPSILANTI COMMUNITY SCHOOLS - YP	480.13
12/15/2015	AP	170666	7034	YPSILANTI DISTRICT LIBRARY	101.23
12/15/2015	AP	170667	0211	YPSILANTI TWP. TAX COLLECTION	2,344.03

AP TOTALS:

Total of 93 Checks:	909,709.00
Less 0 Void Checks:	0.00
Total of 93 Disbursements:	909,709.00

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
NOVEMBER 1, 2015 THROUGH NOVEMBER 30, 2015

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	3,168,301.88	280,762.30	984,137.15	2,464,927.03
101 - Payroll	336,189.87	714,314.36	703,487.19	347,017.04
101 - Willow Run Escrow	142,306.25	23.39	0.00	142,329.64
206 - Fire Department	943,054.67	493.03	319,686.54	623,861.16
208 - Parks Fund	5,189.42	0.06	359.61	4,829.87
212 - Roads/Bike Path/Rec/General Fund	217,830.15	250,322.56	11,220.27	456,932.44
225 - Environmental Clean-up	444,420.52	5.18	0.00	444,425.70
226 - Environmental Services	2,183,746.19	631.27	148,612.16	2,035,765.30
230 - Recreation	125,685.93	127,170.83	149,433.07	103,423.69
236 - 14-B District Court	54,741.09	112,855.87	90,469.66	77,127.30
244 - Economic Development	67,192.67	0.78	0.00	67,193.45
248 - Rental Inspections	170,770.98	9,072.97	12,907.68	166,936.27
249 - Building Department Fund	536,190.85	27,559.22	30,045.26	533,704.81
250 - LDFA Tax	75,002.29	0.88	0.00	75,003.17
252 - Hydro Station Fund	544,963.79	31.18	29,107.08	515,887.89
266 - Law Enforcement Fund	2,765,418.02	75.37	503,163.07	2,262,330.32
280 - State Grants	18,387.34	0.21	0.00	18,387.55
301 - General Obligation	5,167.64	0.06	0.00	5,167.70
397 - Series "B" Cap. Cost of Funds	32,800.58	0.38	0.00	32,800.96
398 - LDFA 2006 Bonds	4,639.33	1,920.06	0.00	6,559.39
498 - Capital Improvement 2006 Bond Fund	337,177.53	55.42	0.00	337,232.95
584 - Green Oaks Golf Course	205,273.34	26,222.69	31,692.82	199,803.21
590 - Compost Site	986,677.22	14,509.79	18,340.06	982,846.95
595 - Motor Pool	297,010.57	3.36	10,989.34	286,024.59
701 - General Tax Collection	31,540.24	4,785.62	4,117.27	32,208.59
703 - Current Tax Collections	1,139,640.74	285,868.88	523,068.92	902,440.70
707 - Bonds & Escrow/GreenTop	774,234.55	4,351.99	21,201.50	757,385.04
708 - Fire Withholding Bonds	219,855.42	28.80	70,426.00	149,458.22
893 - Nuisance Abatement Fund	59,466.44	471.68	3,023.00	56,915.12
ABN AMRO Series "B" Debt Red. Cap.Int.	17,453.43	0.00	0.00	17,453.43
GRAND TOTAL	15,910,328.94	1,861,538.19	3,665,487.65	14,106,379.48

SUPERVISOR REPORT

- A. SUPERVISOR STUMBO WILL REPORT ON MEETINGS ATTENDED BY OFFICIALS AND STAFF

CLERK REPORT

DECEMBER 15, 2015

Submitted by Karen Lovejoy Roe, Clerk

- **PROPOSALS FOR WORKFLOW AND DOCUMENT MANAGEMENT**-The township team the board authorized to finalize a professional service proposal for managing the township's workflow and document management has continued to meet and work on the selection of software and a professional services consultant. This project will provide the services in the area of information accountability, work flow and document management. It is expected to finalize an option in the first part of 2016 to recommend to the township board.
- **SPLASH PAD TEAM MEETING**-On November 24, 2015 the Splash Pad Committee met and agreed to move forward to request authorization from the Township Board at the December 15, 2015 board meeting to approve a design contract with Vortex. The group decided a design was needed to apply for a grant with the State of Michigan and to also finalize operations costs and building costs.
- **YEAR ENDER CHAMBER EVENT**- On Thursday, December 3, 2015 Township Board Members attended the Year Ender event hosted by the Chamber of Commerce. The event highlighted elected officials serving in Washtenaw County. It featured products and services of businesses in Washtenaw County and was held at the Marriott Hotel in Ypsilanti Township.
- **FUNDRAISER FOR THE LINCOLN HIGH SCHOOL BAND**-On Thursday, December 3, 2015 Supervisor Stumbo, Clerk Lovejoy Roe, Treasurer Doe volunteered to cook at the Mongolian Barbecue in Ann Arbor as a fundraiser for the Lincoln High School Band. Trustees Stan Eldridge, Scott Martin and Mike Martin attended the event to support the band. It was a well-attended event.
- **TRAIN THE TRAINER ELECTION INSPECTOR EDUCATION PROGRAM**-Clerk Lovejoy Roe attend an all-day training conducted by the State of Michigan Bureau of Election on Friday, December 4, 2015. The training is required for Clerks to be certified to hold training for local election inspectors. Other Clerk's staff members will also attend the training at a later date.
- **REIMAGINE WASHTENAW**-Clerk Lovejoy Roe attended the Reimagine Washtenaw Meeting on Wednesday, December 9, 2015 at the LRC Building on Washtenaw. A presentation was made by representatives of the Regional Transportation Authority. The presenter discussed both the Rapid Rail and the Rapid Bus Transportation that is being researched and designed. Other issues regarding zoning, development and sidewalk projects were also updated and discussed.
- **MARCH 8, 2016 PRESIDENTIAL PRIMARY ELECTION**-Plans are underway and the Clerk's office is busy with election preparation. There will be three ballots available for the March 8, 2016 election. A Republican Ballot, a Democratic Ballot and a Ballot that is only for the County wide millage proposal for emergency communications. The voters will be required to decide what ballot they desire at

the polls on Election Day. The Clerk's office is in need of election workers for all the elections in 2016.

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #16**

December 15, 2015

101 - GENERAL OPERATIONS FUND

Total Increase \$9,280.00

Increase budget for prosecution and domestic violence legal fees. These fees are based on volume and it is higher than last year. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$8,600.00
		Net Revenues	<u><u>\$8,600.00</u></u>
Expenditures:	Legal Services Prosecution	101-137-000-801-014	\$3,350.00
	Legal Services Domestic Violence	101-137-000-801.020	\$5,250.00
		Net Expenditures	<u><u>\$8,600.00</u></u>

Increase budget for payout of PTO & Sick time for approved payout of accrued time of hours at 75% (this is over the 32 hours that was originally budgeted for employees) . This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$680.00
		Net Revenues	<u><u>\$680.00</u></u>
Expenditures:	Salaries Payout PTO & Sick	101-201-00-708.004	\$680.00
		Net Expenditures	<u><u>\$680.00</u></u>

Request approval for a budget line transfer between cost centers. Decrease budget line for Contribution - Land Bank in general fund dept. 950 and increase line for Attorney Litigation in general fund dept. 210 and increase line for Professional Service for storm water management in general fund department 780. The fees were more than anticipated in 2015. Zero net affect on the budgeted fund balance.

Expenditures:	Contribution - Land Bank	101-950-000-969.011	(\$46,743.00)
		Net Revenues	<u><u>(\$46,743.00)</u></u>
Expenditures:	Attorney Litigation	101-210-000-801.002	\$43,300.00
Expenditures:	Professional Service - Storm water Mgr.	101-780-000-801.000	\$3,443.00
		Net Expenditures	<u><u>\$46,743.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2015 BUDGET AMENDMENT #16**

December 15, 2015

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$116,100.00

Increase budget for the services we provide for Compost site trash dumpsters and yard waste drop-off. These are revenue items for the Compost Site and we are experiencing more revenues in Fund 590 due to increased volume. This is funded by an Appropriation of Prior Year Fund Balance..

Revenues:	Prior Year Fund Balance	226-000-000-699.000	\$71,000.00
			\$71,000.00
		Net Revenues	\$71,000.00
Expenditures:	Contractual/Roll off Disposal	226-226-000-804.000	\$2,100.00
	Township Disposal fees	226-226-000-804.004	\$69,000.00
		Net Expenditures	\$71,100.00

Increase budget for contractual rubbish pickup due to the two double up pickups during the year, the education program and the government franchise fees. This is funded by an Appropriation of Prior Year Fund Balance..

Revenues:	Prior Year Fund Balance	226-000-000-699.000	\$45,000.00
			\$45,000.00
		Net Revenues	\$45,000.00
Expenditures:	Contractual/Roll off Disposal	226-226-000-804.001	\$45,000.00
		Net Expenditures	\$45,000.00

Motion to Amend the 2015 Budget (#16):

Move to increase the General Fund budget by \$9,280 to \$10,223,015 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund by \$116,100 to \$2,502,527 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Memorandum

To: Board of Trustees
From: Joe Lawson, Planning Director
Date: December 7, 2015
Re: Request of Burning Bush Church of God in Christ for a 12 month extension of their PD Stage II Site Plan previously approved on January 20, 2015

Please find attached a request from representatives of the Burning Bush Church of God located at 770 James L Hart Parkway requesting a 12-month extension to their PD Stage II Site Plan Approval granted by the Board of Trustees on January 20, 2015.

It is my understanding after speaking with the applicant's engineer that Burning Bush intends on commencing construction in the spring of 2016 though the approved plan is set to expire in January of 2016, hence the attached request for a 12 month extension.

As of this memorandum, the project is currently in their 3rd final engineering review. Review comments up to this point generally centered on site drainage and how it relates to the new standards adopted by the Washtenaw County Water Resources Commissioner's Office.

Section 1920(1) of the Township's Zoning Code states: "Approval of the PD stage II final site plan shall be effective for a period of one year. If construction has not commenced within this period, the approval shall expire and the right to develop under the approved PD stage II final site plan shall terminate and a new application for PD stage II final site plan must then be filed. The one-year period for PD stage II final site plan approval may be extended for one year, if applied for by the petitioner prior to the expiration and granted by the township board, based upon a recommendation by the planning commission..."

As previously mentioned, on January 20, 2015 the Board filed the following motion approving the amendment to the PD Stage II Site Plan:

Motion Lovejoy Roe, supported by Trustee Eldridge to amend PD Stage II Final Site Plan of Burning Bush Church of God in Christ dated September 26, 2014 proposing the construction of a 22,100 square-foot nonresidential addition in relation to the existing 26,000 square-foot church facility located at 770 James L. Hart Parkway Parcel K-11-

17-361-005 and K-11-17-361-021 with conditions set forth by the Planning Commission at their meeting November 25, 2014.

As requested by the applicant, on Tuesday, November 24, 2015, the Township Planning Commission considered the requested PD Stage II Final Site Plan Extension and filed the following motion recommending approval of said extension to the Board of Trustees:

Motion by Commissioner Krieg, supported by Commissioner Eldridge to recommend approval to the Township Board of Trustees the request of Mr. Brandon Walker, representing Burning Bush Church of God to permit the twelve month extension of the PD Stage II Site Plan and conditions as approved on January 20, 2015.

A friendly amendment was made by Commissioner Peterson to correctly identify the congregation as "Church of God in Christ"

The motion, with Commissioner Peterson's amendment, carried unanimously.

Along with the recommendation of the Commission, staff recommends approval of the 12 month extension of the Burning Bush Church of God in Christ PD Stage II Site Plan along with the conditions previously approved on January 20, 2015.

**CHARTER TOWNSHIP OF YPSILANTI
JANUARY 20, 2015 REGULAR MEETING MINUTES
PAGE 6**

Joe Lawson, Planning Director stated he believed any utility that went in the Right of Way was covered under the METRO ACT. He agreed KEPS had to obtain a Certificate of Liability Insurance and would be required to restore the roadway back to the original condition.

The motion carried unanimously.

**1. REQUEST OF MICHIGAN ALLSTARS FOR LOCAL GOVERNING BODY
RESOLUTION FOR CHARITABLE GAMING LICENSE**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve request of Michigan Allstars for Local Governing Body Resolution for Charitable Gaming License. The motion carried unanimously.

Clerk Lovejoy Roe explained the Michigan Allstars was a local sports group that requested to raise money for youth sports, namely track and field. She reported this was a process required by the State.

**2. REQUEST FOR APPROVAL TO AMEND PD STAGE II FINAL SITE PLAN
OF BURNING BUSH CHURCH OF GOD IN CHRIST DATED SEPTEMBER
26, 2014 PROPOSING THE CONSTRUCTION OF A 22,100 SQUARE FOOT
NONRESIDENTIAL ADDITION IN RELATION TO THE EXISTING 26,000
SQUARE FOOT CHURCH FACILITY LOCATED AT 770 JAMES L. HART
PARKWAY PARCEL K-11-17-361-005 AND K-11-17-361-021 WITH
CONDITIONS SET FORTH BY THE PLANNING COMMISSION AT THEIR
MEETING NOVEMBER 25, 2014**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to amend PD Stage II Final Site Plan of Burning Bush Church of God in Christ dated September 26, 2014 proposing the construction of a 22,100 square foot nonresidential addition in relation to the existing 26,000 square foot church facility located at 770 James L. Hart Parkway Parcel K-11-17-361-005 and K-11-17-361-021 with conditions set forth by the Planning Commission at their meeting November 25, 2014.

Supervisor Stumbo reviewed the motion and requirements set forth by the Planning Commission at their November 25, 2014 meeting:

- 1) *All issues noted within the Planning Department Review dated November 12, 2014 shall be resolved prior to consideration by the Board of Trustees.*

Brandon Walker, Midwestern Consulting, LLC responded that Burning Bush Church had resolved all of the conditions listed as of that date.

- 2) *The applicant shall agree to install high definition security cameras on the exterior of the building and parking lot areas. All video footage shall be made available to law enforcement personnel for the purpose of crime investigations and shall further be available for not less than 30-days from the date of recording.*

Brandon Walker, Midwestern Consulting, LLC stated it was agreed and they would need to work with the Township to figure out the exact parameters of the security system.

- 3) *All issues noted by the Township reviewing agents shall be resolved prior to final approval.*

Brandon Walker, Midwestern Consulting, LLC stated it was agreed.

**CHARTER TOWNSHIP OF YPSILANTI
JANUARY 20, 2015 REGULAR MEETING MINUTES
PAGE 7**

“With that said, as stated within section 1922 of the Township Zoning Ordinance, where the Township Office of Community Standards determines that a requested amendment to the approved site plan is determined to be “major” as defined within said ordinance, the applicant shall submit the appropriate application and amended site plan to the Township Planning Commission and Board of Trustees for review and consideration per the procedures outlined within section 1919 of the Township Zoning Ordinance.”

“Pending the resolution of all outstanding items noted with the November 12, 2014 staff report as is generally the case during the final engineer review phase, it is the recommendation of staff that the Township Board of Trustees approve the recommended amendment to the PD Stage II Final Site and attached said plan to the Development Agreement originally executed on June 16, 1998 to permit the construction of a 22,100 square-foot addition on to the existing 26,000 square foot facility with the conditions contained within the Planning Commission’s recommendation dated November 25, 2014.”

Joe Lawson stated after this phase was completed then a Detailed Engineering Final Plan approval would be needed from OHM and YCUA would have to issue a permit as well.

Glendon Dixon, Administrator at Burning Bush Ministries stated the addition would become the sanctuary to seat 1,100, the Pastor’s office and a couple of restrooms. The existing sanctuary would be reorganized into a fellowship hall and children’s area. He stated currently, two services were being held every Sunday, averaging 800 to 900 people each.

The motion carried unanimously.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Memorandum

To: Planning Commission
From: Joe Lawson, Planning Director
Date: November 24, 2015
Re: Request for PD Stage II Site Plan Extension
Burning Bush Church – 770 James L Hart Parkway

Please find attached a request from representatives of the Burning Bush Church of God located at 770 James L Hart Parkway requesting a 12-month extension to their PD Stage II Site Plan Approval granted by the Board of Trustees on January 20, 2015.

It is my understanding after speaking with the applicant's engineer that Burning Bush intends on commencing construction in the spring of 2016 though the approved plan is set to expire in January of 2016, hence the attached request for a 12 month extension.

As of this memorandum, the project is currently in their 3rd final engineering review. Review comments up to this point generally centered on site drainage and how it relates to the new standards adopted by the Washtenaw County Water Resources Commissioner's Office.

Section 1920(1) of the Township's Zoning Code states: "Approval of the PD stage II final site plan shall be effective for a period of one year. If construction has not commenced within this period, the approval shall expire and the right to develop under the approved PD stage II final site plan shall terminate and a new application for PD stage II final site plan must then be filed. The one-year period for PD stage II final site plan approval may be extended for one year, if applied for by the petitioner prior to the expiration and granted by the township board, based upon a recommendation by the planning commission..."

That being said, as progress continues in relation to resolving the noted drainage issues, staff recommends that the Commission recommend approval to the Board of Trustees the request of Burning Bush Church of God to approve the requested 12-month extension of the January 20, 2015 PD Stage II site plan approval with the condition noted during said approval.

Recommended Motion:

I move to recommend approval to the Township Board of Trustees, the request of Mr. Brandon Walker representing the Burning Bush Church of God to permit the 12-month extension to the PD Stage II Site Plan and conditions as approved on January 20, 2015.



M I D W E S T E R N
C O N S U L T I N G

3815 Plaza Drive
Ann Arbor, Michigan 48108
734.995.0200

Land Development • Land Surveying • Municipal • Wireless Communications • Institutional • Transportation • Landfill Services

October 23, 2015

Mr. Joe Lawson
Charter Township of Ypsilanti
7200 S Huron River Drive
Ypsilanti, MI 48197

Re: **Burning Bush Church of God**

Dear Mr. Lawson:

The Burning Bush Church of God Addition is currently on hold. However, they expect to be back on track in the near future and begin construction in Spring 2016. We would like to formally request an extension of the Project Site Plan and Construction Drawings for one year.

We have included payment for Final Engineering & SESC Plan Review #3 in the amount of \$1,561.00 per the letter dated July 6, 2015. Additionally, we have included a copy of our check to Washtenaw County Water Resources Commissioner in the amount of \$270.00 to cover their review and permit fee.

Should you have any questions, please feel free to contact me at your convenience.

Sincerely,

Brandon Walker

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Charter Township of Ypsilanti

Clerk's Office

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

MEMORANDUM

To: Joe Lawson, Planning Director

From: Karen Lovejoy Roe, Clerk *KLR*

Date: January 21, 2015

Subject: ***Request for Approval to Amend PD Stage II Final Site Plan of Burning Bush Church of God in Christ***

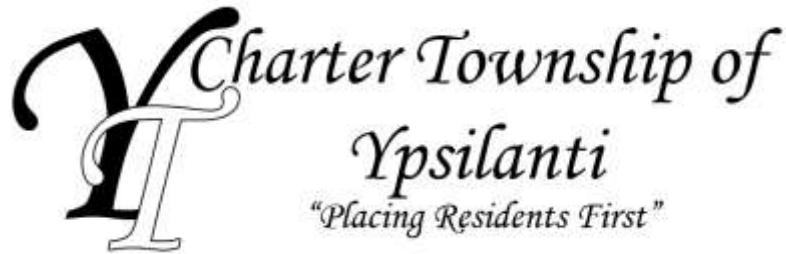
At the regular meeting held on January 20, 2015, the Charter Township of Ypsilanti Board of Trustees approved the amendment to the PD Stage II Final Site Plan for Burning Bush Church of God in Christ dated September 26, 2014 proposing the construction of a 22,100 square foot nonresidential addition in relation to the existing 26,000 square foot church located at James L. Hart Pkwy; parcels K-11-17-361-005 and K-11-17-361-021 with conditions set forth by the Planning Commission at their meeting November 25, 2014.

Should you have any questions, please contact my office.

Irg

Attachment

cc: Mike Radzik, OCS Director
McLain and Winters
File



**Office of Community Standards
Planning Department**

**Staff Report
Burning Bush Church of God in Christ Addition
PD Stage II Amendment #3**

November 25, 2014

CASE LOCATION AND SUMMARY

The Office of Community Standards is in receipt of a site plan review application proposing the construction of a 22,100 square-foot addition on to the existing 26,000 square-foot church building. The proposal states that the addition will house a new 1,100 seat sanctuary. The current structure is located at 770 James L. Hart Parkway and is further recognized by parcel numbers K-11-17-361-005 and K-11-16-361-021. The 9.15 acre parcel is currently zoned PD (Planned Development).

APPLICANT

Don W. Shelby, Jr.
Senior Pastor
2069 Tyler Road
Ypsilanti, MI 48198

CROSS REFERENCES

Zoning Ordinance citations:

- Article XIX, Section 1900, Planned Developments
- Section 2115 Site Plan Review

SUBJECT SITE USE, ZONING AND COMPREHENSIVE PLAN

The Comprehensive Plan designates this site for Industrial. The site is currently zoned PD, Planned Development with a B-3 underlying zoning designation. The site was previously utilized as an automobile dealership and repair shop and was approved with conditions for the use of a church during the July 19, 2011 Board meeting.



ADJACENT USES, ZONING AND COMPREHENSIVE PLAN

Direction	Use	Zoning	Master Plan
North	Interstate 94	--	--
South	Industrial facility	I-1	Industrial
East	Vacant Auto Dealership	B-3	Town Center
West	Industrial facility	I-1	Industrial

NATURAL FEATURES

No natural features will be impacted by this proposed project.

ANALYSIS

The plan has been reviewed by Township staff and consultants in accordance with our usual procedures. We offer the following comments for your consideration.

Assessing Department – No comments at this time

Planning Department – Staff has had the opportunity to review the proposed site plan. During this review it has been noted that as the current zoning is PD – Planned Development, and has been deemed a major change to the previously approved plan, the plan must be reviewed and considered by both the Planning Commission and Township Board. In terms of the actual site layout, staff notes that a few minor changes shall occur prior to final site approval. These comments are noted within the review letter dated November 12, 2014.

Engineer (OHM) – Engineering consultant Matt Parks has recommended approval of the site plan for this stage of the review process. Matt notes a number of stormwater calculations that must be resolved prior to final approval.

Fire Department – Fire Marshal Vic Chevrette has offered a conditional approval of the proposed plan stating that minor engineering related issues shall be resolved prior to final approval.

RECOMMENDATION

Staff recommends the Planning Commission recommend approval to the Board of Trustees the amended PD Stage II Final Site Plan approval with the following conditions:

1. All issues noted within the Planning Department Review dated November 12, 2014 shall be resolved prior to the review and consideration of the Board of Trustees.
2. The applicant shall agree to install high definition security cameras on the exterior of the building and parking lot. All video footage shall be made available to law enforcement personnel for the purpose of crime investigation and shall further be saved for not less than 30-days.
3. All issues noted by the Township reviewing agents shall be resolved prior to final approval.

Suggested motions:

Motion to table:

“I move to table the request of the Burning Bush Church of God to amend the PD Stage II Final Site Plan dated September 26, 2014 and prepared by Mr. Brandon Walker, P.E. for the construction of a 22,100 square-foot non-residential addition in relation to the existing 26,000 square-foot church facility located at 770 James L. Hart Parkway, parcel K-11-17-361-024 in order to consider the comments presented during this public hearing.”

Motion to approve:

“I move to recommend approval to the Board of Trustees the request of the Burning Bush Church of God to amend the PD Stage II Final Site Plan dated September 26, 2014 and prepared by Mr. Brandon Walker, P.E. proposing the construction of a 22,100 square-foot non-residential addition in relation to the existing 26,000 square-foot church facility located at 770 James L. Hart Parkway, parcel K-11-17-361-005 and K-11-17-361-021 with the following conditions:

- 1. All issues noted within the Planning Department Review dated November 12, 2014 shall be resolved prior to consideration by the Board of Trustees.*
- 2. The applicant shall agree to install high definition security cameras on the exterior of the building and parking lot areas. All video footage shall be made available to law enforcement personnel for the purpose of crime investigations and shall further be available for not less than 30-days from the date of recording.*
- 3. All issues noted by the Township reviewing agents shall be resolved prior to final approval.*

Motion to deny:

“I move to recommend denial to the Board of Trustees the request of the Burning Bush Church of God to amend the PD Stage II Final Site Plan dated September 26, 2014 and prepared by Mr. Brandon Walker, P.E. proposing the construction of a 22,100 square-foot non-residential addition in relation to the existing 26,000 square-foot church facility located at 770 James L. Hart Parkway, parcel K-11-17-361-024 due to the following reasons:”

Respectfully submitted,

Joseph Lawson

Joseph Lawson
Planning Director

BURNING BUSH INTL. MINISTRIES

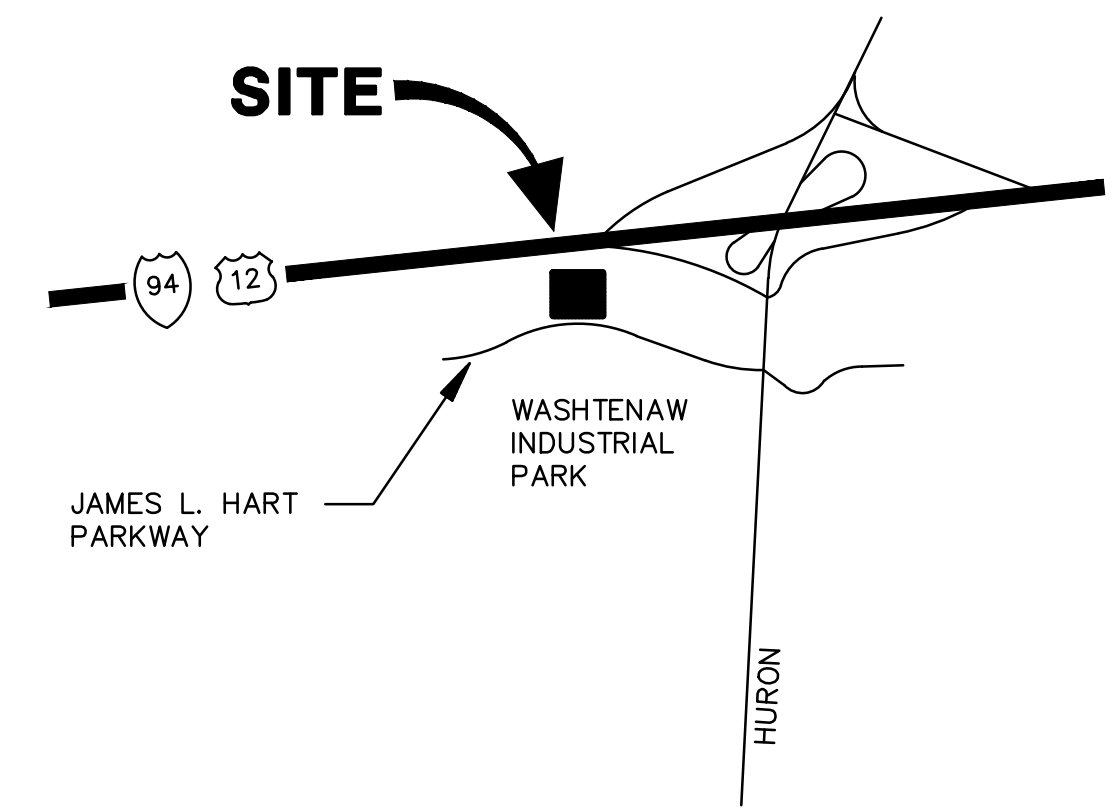
PRELIMINARY SITE PLAN

LOTS 3 & 4, HURON CENTER COMMERCIAL PARK, YPSILANTI TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

CLIENT:
 BURNING BUSH CHURCH
 2069 TYLER RD.
 YPSILANTI, MI 48197
 PH: (734) 732-2831
 ATTN: JEAN WATTS

CONTRACTOR:
 FED CORPORATION
 777 W. CEDAR, #203
 GLADWIN, MI 48624
 PH: (989) 246-9122

ENGINEER:
 MIDWESTERN CONSULTING L.L.C.
 3815 PLAZA DRIVE
 ANN ARBOR, MI 48108
 PH: (734) 995-0200
 ATTN: BRANDON W. WALKER



VICINITY SKETCH
 NOT TO SCALE

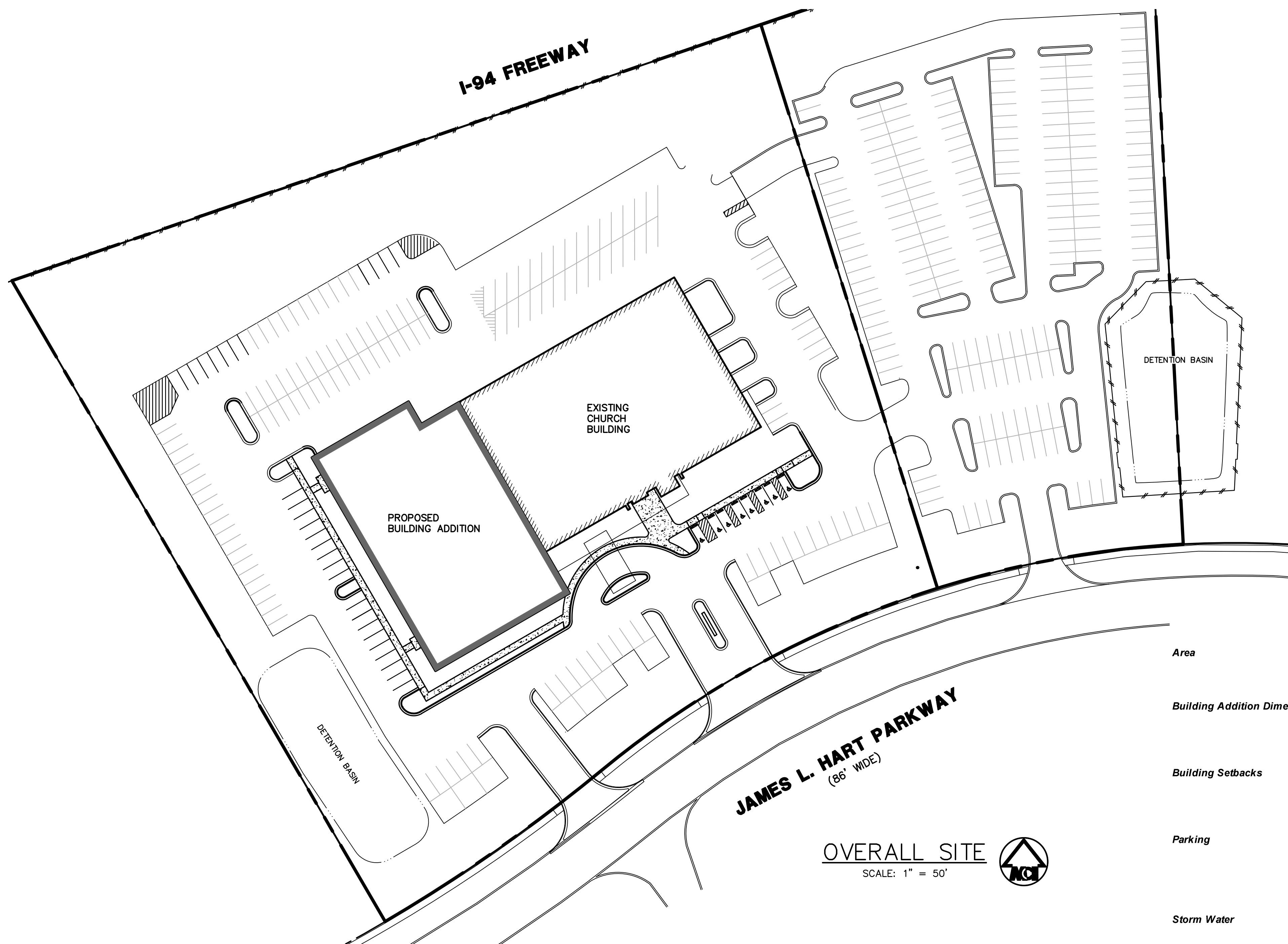


PROJECT DESCRIPTION
 A 22,100 SQ. FT. ADDITION TO AN EXISTING 26,000 SQ. FT. BUILDING. THE NEW ADDITION WILL CONTAIN A SANCTUARY, CLASS ROOMS, OFFICES AND OTHER SUPPORT SPACES.

- LEGAL DESCRIPTION**
 LOT 4 OF HURON CENTER COMMERCIAL AND INDUSTRIAL PARK AS RECORDED IN LIBER 26 OF PLATS PAGES 66-68, WASHTENAW COUNTY RECORDS.
 BEING SUBJECT TO:
- EASEMENTS FOR PUBLIC UTILITIES, LANDSCAPING AND NO RIGHTS DIRECT ACCESS TO I-94 AS SHOWN ON THE RECORDED PLAT.
 - TERMS COVENANTS AND CONDITIONS OF DECLARATION OF SIGNAGE EASEMENT AS SET FORTH IN LIBER 2351, PAGE 829, WASHTENAW COUNTY RECORDS.
 - EASEMENT FOR PUBLIC UTILITIES OVER THE NORTHERLY PORTION OF LOT 4 IN FAVOR OF THAT PART OF LOT 1 AS DESCRIBED IN LIBER 2351, PAGE 828, WASHTENAW COUNTY RECORDS.

BENCHMARKS
 SANITARY MANHOLE RIM AT EAST PARKING LOT ENTRANCE ELEVATION = 748.63 NAVD 88
 SANITARY MANHOLE RIM WEST OF WEST PROPERTY LINE ELEVATION = 749.06 NAVD 88

- SHEET INDEX**
- COVER SHEET
 - EXISTING CONDITIONS & REMOVALS
 - DIMENSIONAL SITE AND UTILITY PLAN
 - SOIL EROSION AND SEDIMENTATION CONTROLS
 - LANDSCAPE PLAN
 - LANDSCAPE PLAN DETAILS
 - MISCELLANEOUS SITE DETAILS
 - BUILDING ELEVATIONS

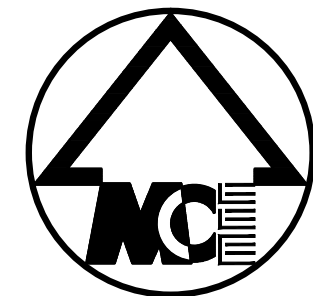
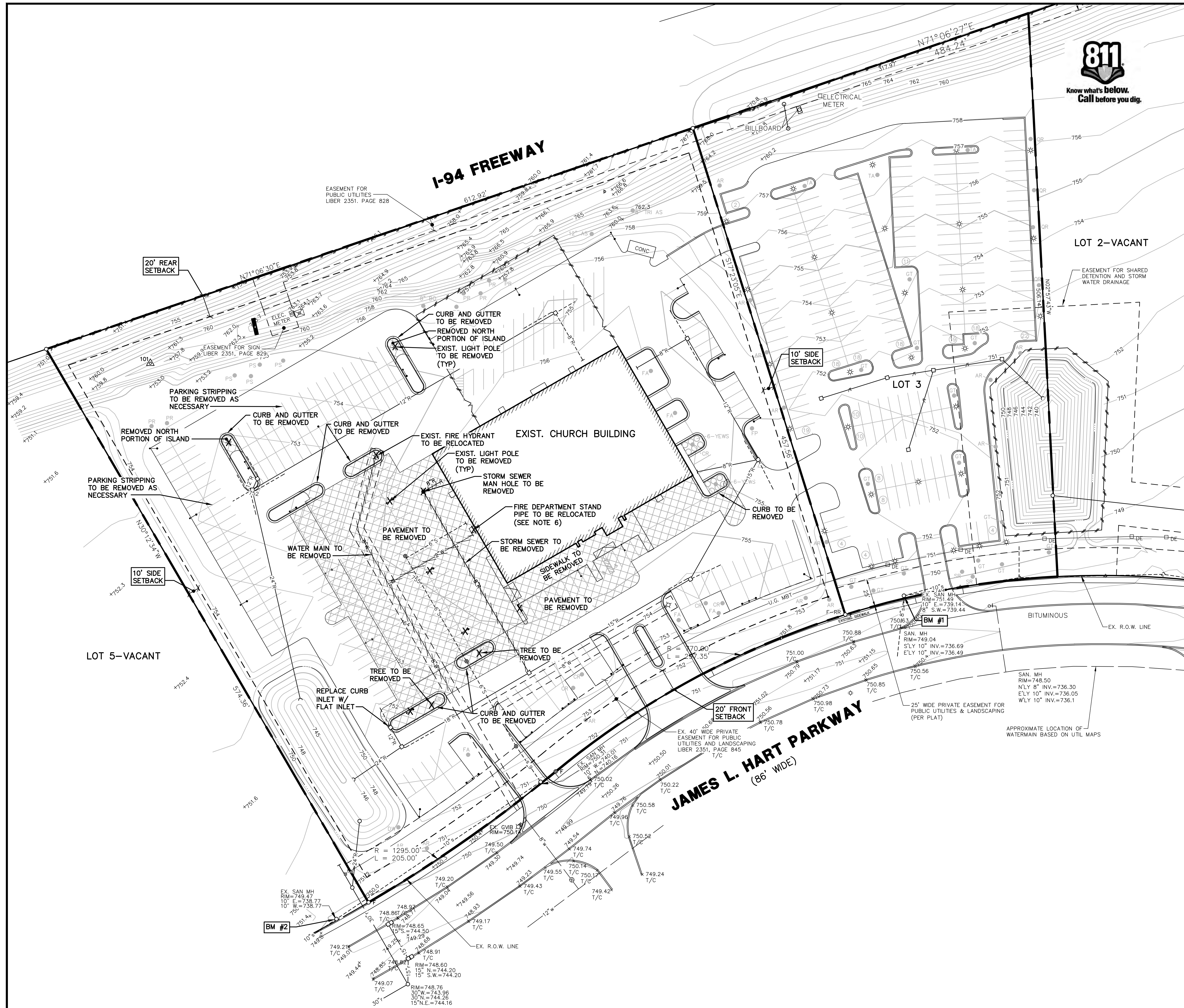


OVERALL SITE
 SCALE: 1" = 50'

DEVELOPMENT SUMMARY		
Area	Pre Development	Post Development
	Total = ±9.15 acres	Total = ±9.15 acres
	Impervious = ±5.60 acres	Impervious = ±5.48 acres
	Pervious = ±3.55 acres	Pervious = ±3.67 acres
Building Addition Dimensions		
	Maximum Height = 30 ft	
	Area = 22,100 sf	
	Maximum Width x Length = 191 ft x 120 ft	
Building Setbacks		
	Required	Pre/Post
Front Setback	20 ft	±149 ft / ±125 ft
Rear Setback	20 ft	±163 ft / ±111 ft
Side Setback	10 ft	±93 ft / ±93 ft
Parking		
	Worship space seating capacity = 1,110 persons	
	Ypsilanti Township Zoning Ordinance, Section 2104 requirement - 1 space per 3 seats in worship space = 370 spaces	
	For between 301 - 400 parking spaces 8 handicap accessible parking spaces are required	
Storm Water		
	Proposed site will have a 0.12 acre reduction of impervious area. Because the total impervious change to the site does not produce any increase in impervious surfaces, no changes to the existing and previously approved storm water detention system are warranted.	

BURNING BUSH INTL. MINISTRIES		
JOB No. 14166	DATE: 9/26/14	1
REVISIONS:	REV. DATE:	
	SHEET 1 OF 8	
	CADD: TJK	
	ENG: BWB	
	PM: BWB	
	TECH:	
	SITE: 14166CV1	
	FB#:	
MIDWESTERN CONSULTING		
Civil, Environmental and Transportation Engineers Planners, Surveyors Landscape Architects		3815 Plaza Drive Ann Arbor, Michigan 48108 Phone: 734.995.0200 Fax 734.995.0599
RELEASED FOR	DATE	
PRELIMINARY SITE PLAN	9/26/14	

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SCALE: 1" = 40'
0 40 80 120

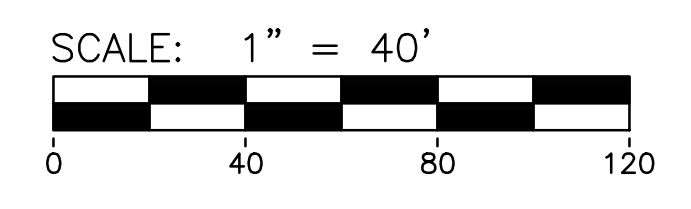
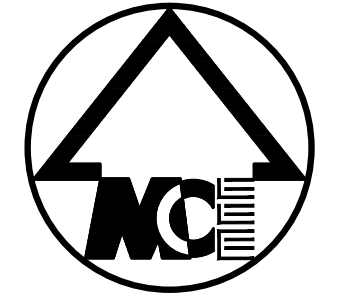
LEGEND

- ELEC. TRANSFORMER
- EXIST. TELEPHONE LINE
- EXIST. WATER MAIN
- EXIST. HYDRANT
- EXIST. GATE VALVE IN BOX
- EXIST. GATE VALVE IN WELL
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- EXIST. CLEANOUT
- EXIST. SANITARY SEWER
- TELEPHONE RISER
- EXIST. SINGLE TREE
- FENCE
- PROPOSED PAVEMENT, CURB & SIDEWALK REMOVAL

NOTES:

1. TREES NOT INDICATED AS REMOVED SHALL BE PROTECTED AS NECESSARY DURING CONSTRUCTION. SEE SHEET 7 FOR TREE PROTECTION DETAIL.
2. SITE ELEMENTS DAMAGED DURING CONSTRUCTION WILL BE REMOVED AND REPLACED OR REPAIRED TO PRE-CONSTRUCTION CONDITIONS.
3. THE EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM PREVIOUS RECORDS AND NOT FIELD VERIFIED. NO GUARANTEE CAN BE MADE TO THE ACCURACY OR COMPLETENESS OF LOCATIONS SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL CONDITIONS THAT MAY AFFECT OR BE IMPACTED BY THEIR ACTIVITIES.
4. CONSTRUCTION SAFETY AND SITE ACCESS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
5. THE OMISSION OF ANY STANDARD DETAILS DOES NOT RELIEVE THE CONTRACTOR OF THEIR OBLIGATION TO CONSTRUCT ITEMS IN ACCORDANCE WITH YPSILANTI TOWNSHIP'S CURRENT STANDARD SPECIFICATIONS.
6. EXISTING FIRE DEPARTMENT CONNECTION AND STAND PIPE ON EAST SIDE OF EXISTING BUILDING SHALL BE RELOCATED IN ACCORDANCE WITH THE PLUMBING PLANS.
7. EXISTING WATER TABLE RANGE IS APPROXIMATELY 1.5' TO GREATER THAN 6' BELOW SURFACE PER SCS "WEB SOIL SURVEY" WEBSITE.

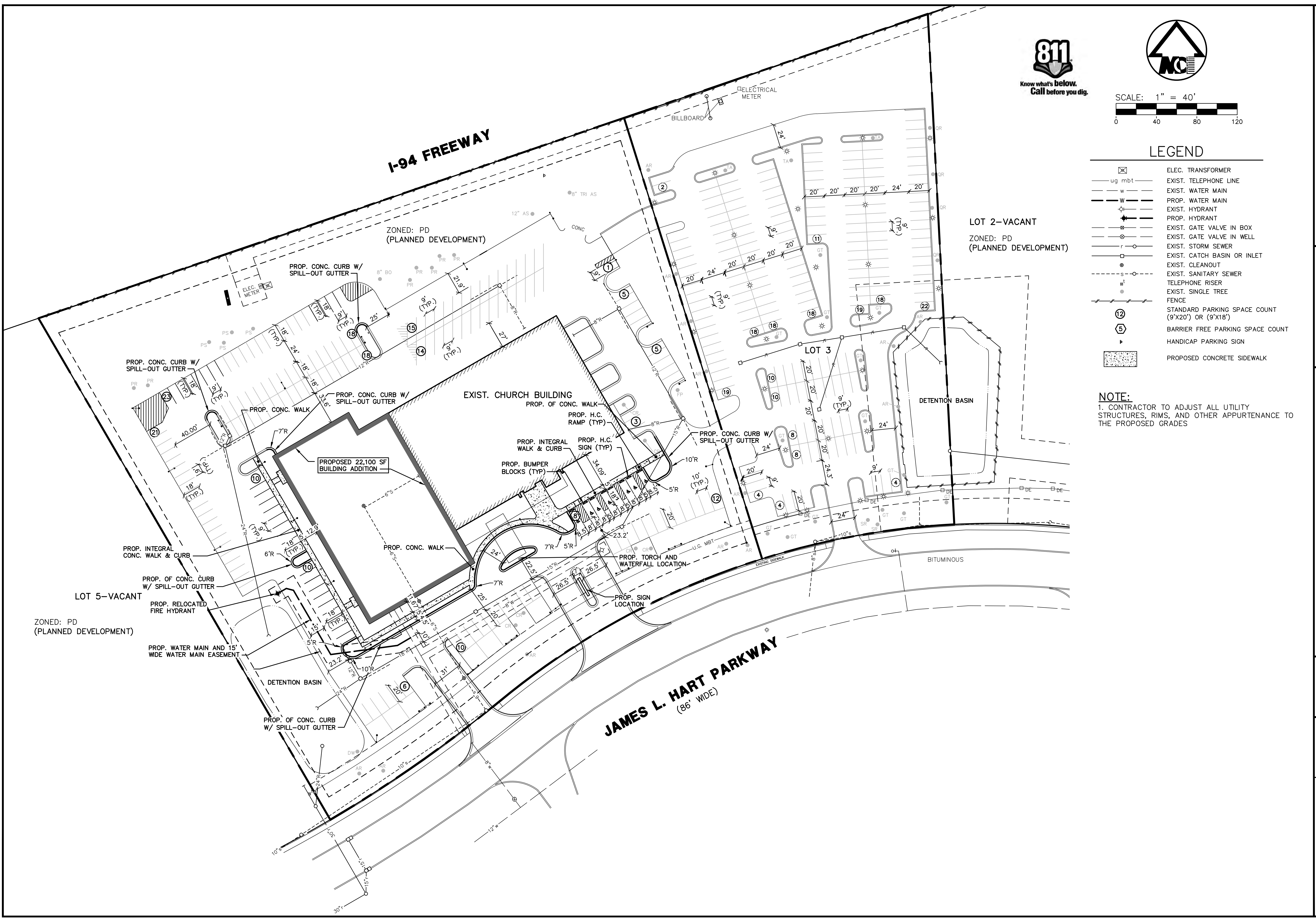
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LEGEND

- ELEC. TRANSFORMER
- EXIST. TELEPHONE LINE
- EXIST. WATER MAIN
- PROP. WATER MAIN
- EXIST. HYDRANT
- PROP. HYDRANT
- EXIST. GATE VALVE IN BOX
- EXIST. GATE VALVE IN WELL
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- EXIST. CLEANOUT
- EXIST. SANITARY SEWER
- TELEPHONE RISER
- EXIST. SINGLE TREE
- FENCE
- STANDARD PARKING SPACE COUNT (9'x20') OR (9'x18')
- BARRIER FREE PARKING SPACE COUNT
- HANDICAP PARKING SIGN
- PROPOSED CONCRETE SIDEWALK

NOTE:
 1. CONTRACTOR TO ADJUST ALL UTILITY STRUCTURES, RIMS, AND OTHER APPURTENANCE TO THE PROPOSED GRADES



CLIENT
 BURNING BUSH CHURCH
 2089 TYLER RD.
 YPSILANTI, MI 48197
 JEAN WATTS
 (734) 732-2831

BURNING BUSH INTL. MINISTRIES
 DIMENSIONAL SITE AND UTILITY PLAN

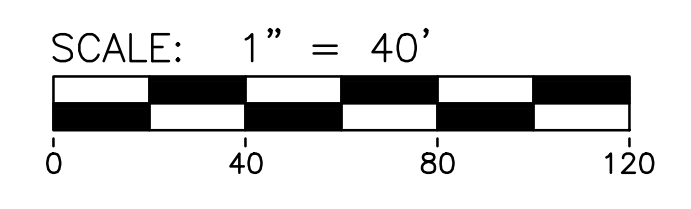
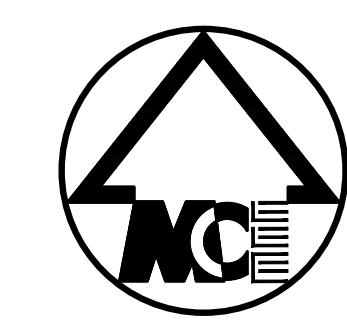
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JOB No.	14166
REVISIONS:	
DATE:	9/26/14
SHEET:	3 OF 8
REV. DATE:	
CADD:	TJK
ENG:	BWW
PK:	BWW
TECH:	
SITE:	14166SP1
FRF:	

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I-94 FREEWAY

JAMES L. HART PARKWAY
(86' WIDE)



LEGEND

- ELEC. TRANSFORMER
- EXIST. TELEPHONE LINE
- EXIST. WATER MAIN
- EXIST. HYDRANT
- EXIST. GATE VALVE IN BOX
- EXIST. GATE VALVE IN WELL
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- EXIST. CLEANOUT
- EXIST. SANITARY SEWER
- TELEPHONE RISER
- EXIST. SINGLE TREE
- FENCE
- PROPOSED CONCRETE SIDEWALK
- SOIL EROSION CONTROL MEASURE
- SILT FENCE

SOIL EROSION AND SEDIMENTATION CONTROL PLAN

1. DESCRIPTION OF PROJECT: PROPOSED BUILDING ADDITION TO AN EXISTING CHURCH BUILDING.
2. PREDOMINANT LAND FEATURES ARE SHOWN ON THE DRAWINGS.
3. GROUND SURFACE ELEVATIONS ARE SHOWN AS CONTOUR INTERVALS
4. SOILS FOR THE AREA ARE: OSHEMO LOAMY SAND (OsB) 0% TO 6%
SISSON FINE SANDY LOAM (SnC) 6% TO 12%
ST. CLAIR CLAY LOAM (StD) 12% TO 18%
THETFORD LOAMY SAND (ThA) 0% TO 4%
5. PHYSICAL LIMITS OF CONSTRUCTION ARE SHOWN ON THE DRAWING. APPROXIMATE SITE DISTURBANCE IS 0.94 ACRES.
6. ALL EXISTING ON-SITE DRAINAGE FEATURES ARE SHOWN ON THE DRAWINGS.
7. SEQUENCE OF CONSTRUCTION:

ON-GOING: MIDWESTERN CONSULTING, LLC WILL INSPECT ALL PROJECTS AT LEAST WEEKLY AND AFTER EVERY SIGNIFICANT STORM EVENT TO EVALUATE THE EFFECTIVENESS OF THE CONTROL MEASURES.

NOVEMBER 2014 - CONSTRUCT TEMPORARY EROSION CONTROL MEASURES
NOVEMBER 2014 - DECEMBER 2014 - SITE REMOVALS
DECEMBER 2014 - SITE CONSTRUCTION
SEPTEMBER 2015 - PLACE PERMANENT EROSION CONTROL MEASURES

SOIL EROSION CONTROL MEASURES
t = temporary p = permanent

- 6** SEEDING WITH MULCH AND/OR MATTING
- 54** CONSTRUCTION FENCE OR SNOW FENCE
- 55** GEOTEXTILE SILT FENCE
- 58** CURB INLET FILTER
- 59** C.B./INLET FILTER

8. THE LOCATION AND DETAILS OF THE INLET FILTERS AND SILT FENCES ARE SHOWN ON THE DRAWINGS.
9. THE LOCATION AND DESCRIPTION OF PERMANENT SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ARE SHOWN ON THE DRAWINGS.
10. THE CONTRACTOR WILL RESTORE ALL DISTURBED GRASS AREAS WITHIN FIVE (5) DAYS OF THE CONTRACTORS FINE GRADING ACTIVITIES.
11. THE CONTRACTOR AS DIRECTED BY THE CONSTRUCTION MANAGER WILL BE RESPONSIBLE FOR ALL MAINTENANCE OF TEMPORARY EROSION CONTROL MEASURES PER THE PLANS AND AS NEEDED BASED ON SITE INSPECTIONS.
12. TEMPORARY MEASURES WILL ONLY BE REMOVED AFTER ALL PERMANENT MEASURES ARE IN PLACE AND COMPLETE INCLUDING WELL ROOTED GROWTH IN THE GRASS AREAS.
13. THE CONTRACTOR SHALL AS A TEMPORARY MEASURE SEED AND MULCH DISTURBED AREAS THAT ARE NOT ACTUALLY PART OF THE CONSTRUCTION WORK ZONE IF SAID AREAS ARE NOT TO BE WORKED ON FOR ANY EXTENDED PERIOD OF TIME.
14. PLACE ANTI-TRACKING MUD MATS AT LOCATIONS AS REQUIRED BY THE CONSTRUCTION MANAGER.
15. SOIL MUST NOT BE PERMITTED TO LEAVE THE SITE. THIS INCLUDES TRACK-OUT AND DUST EMISSIONS. PROVIDE SWEEPING AND DUST CONTROL PER YPSILANTI TOWNSHIP SOIL EROSION AND SEDIMENTATION CONTROL PROCEDURES.
16. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING LANDSCAPING DURING THE WARRANTY PERIOD.

SILT FENCE LENGTH = ±520 LF

SILT FENCE LENGTH = ±130 LF

SILT FENCE LENGTH = ±120 LF

RIM=748.60
15° N = 744.20
15° S.W. = 744.20

RIM=748.76
30° W = 743.96
30° N = 744.29
15° N.E. = 744.16

MIDWESTERN CONSULTING
Civil, Environmental and Transportation Engineers
3815 Plaza Drive
Ann Arbor, Michigan 48108
Phone: 734.995.0200
Fax: 734.995.0599

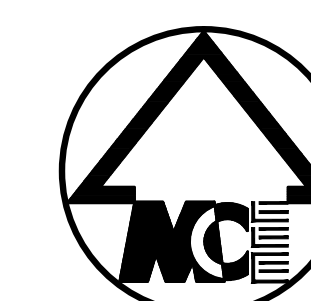
BURNING BUSH INTL. MINISTRIES
CLIENT: BURNING BUSH CHURCH
2089 TYLER RD.
YPSILANTI, MI 48197
JEAN WATTS
(734) 732-2831

SOIL EROSION AND SEDIMENTATION PLAN

DATE: 9/26/14
SHEET 4 OF 8
REV. DATE
CADD: TJK
ENG: BWB
PK: BWB
SITE: 141665E1

JOB No. **14166**

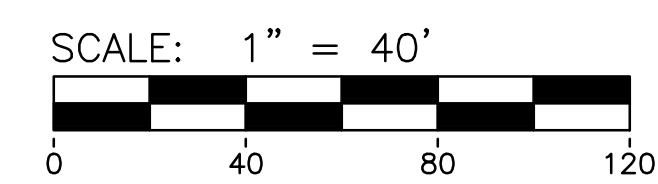
4



811
Know what's below.
Call before you dig.

MIDWESTERN CONSULTING
Civil, Environmental and Transportation Engineers
Planners, Surveyors
Landscape Architects

3815 Plaza Drive
Ann Arbor, Michigan 48108
Phone: 734.995.0200
Fax: 734.995.0599



LEGEND

- ELEC. TRANSFORMER
- EXIST. TELEPHONE LINE
- EXIST. WATER MAIN
- EXIST. HYDRANT
- EXIST. GATE VALVE IN BOX
- EXIST. GATE VALVE IN WELL
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- EXIST. CLEANOUT
- EXIST. SANITARY SEWER
- TELEPHONE RISER
- EXIST. SINGLE TREE
- FENCE
- PROPOSED CANOPY TREE
- PROPOSED FLOWERING TREE
- PROPOSED EVERGREEN TREE
- PROPOSED SHRUBS
- EXISTING TREE TO BE REMOVED AND REPLACED

LANDSCAPE REQUIREMENTS
(Per Ypsilanti Township standards on 2/28/98 and 2/25/03 for original site plan approvals and 2011 site plan approval)

VEHICULAR USE AREAS LANDSCAPING AND SCREENING

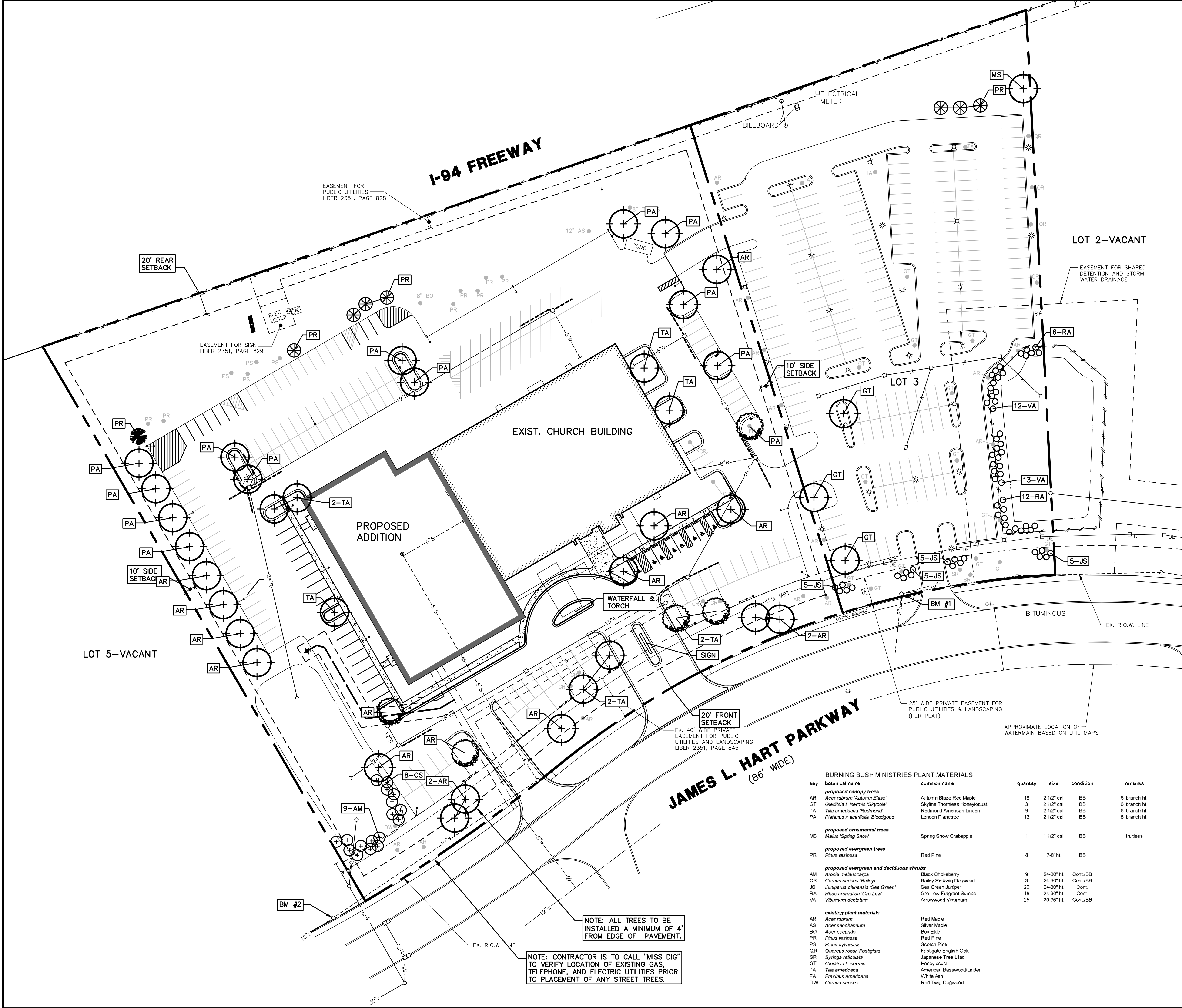
- (1) RIGHT-OF-WAY SCREENING
- REQUIRED: ONE TREE PER 40 FEET OF FRONTAGE
FRONTAGE: 693 FEET (James L. Hart Pkwy.); 613 FEET (I-94 Expressway)
TREES REQUIRED: 693 ÷ 40 = 18 (JLHP); 613 ÷ 40 = 16 (I-94); 34 Total
TREES EXISTING: 13 - (JLHP) + 14 (I-94) = 27 Total
ADDITIONAL TREES PROVIDED: 5 (JLHP) + 2 (I-94) = 7 Total Shade and Evergreen Trees Provided
- REQUIRED: ONE ORNAMENTAL TREE PER 100 FEET OF FRONTAGE
FRONTAGE: 193 FEET (JLHP, east parcel only)
TREES REQUIRED: 193 ÷ 100 = 2 Total
PROVIDED: 2 Ornamental Trees
- REQUIRED: ONE SHRUB PER 10 FEET OF FRONTAGE
FRONTAGE: 193 FEET (JLHP, east parcel only)
TREES REQUIRED: 193 ÷ 10 = 20 Total
PROVIDED: 20 Evergreen Shrubs

- (2) INTERIOR LANDSCAPE AREAS - VEHICULAR USE AREA (VUA):
- VEHICULAR USE AREA: 181,851 SF (Both parcels)
TREES REQUIRED: 61 (1 tree every 3,000 SF)
EXISTING TREES: 23
ADDITIONAL TREES PROVIDED: 38

- DETENTION POND LANDSCAPING**
(Per approved 2011 site plan)
- TREES REQUIRED: 5 (Total for both ponds)
EXISTING TREES: 5
SHRUBS REQUIRED: 60 (Total for both ponds)
SHRUBS PROVIDED: 60

LANDSCAPE NOTES

- 1) This plan is for planting locations only.
- 2) If there is any discrepancy with the plan and plant list, the number of symbols on the plan shall take precedence.
- 3) Sizes specified are minimum sizes to which the plants are to be installed.
- 4) All landscaping shall be installed and maintained in accordance with Ypsilanti Township standards and in accordance with current industry standards in a neat, health and weed free condition. Any dead, diseased or damaged plant material is to be replaced within one year, or the next appropriate planting period, whichever comes first.
- 5) That landscape contractor shall be responsible for verification of all underground and overhead utilities. Plant material is to be located such that it will not interfere with any underground or overhead utilities.
- 6) Plant trees and shrubs no closer than the following minimum distance from sidewalks, curbs and parking stalls:
 - a) Shade and Ornamental Trees - 5 feet
 - b) Shrubs - 4 feet
- 7) No plant material is to be planted closer than 4 feet from any property line.
- 8) Plant trees and shrubs at the same grade level at which they were grown at the nursery. If heavy clay soils are evident, plant trees and shrubs higher, approximately 1/3 of the root ball above grade, mulching to cover the exposed root ball.
- 9) Remove all twine, wire, nursery tree guards, tags, and inorganic material from root balls. Peel back the top 1/3 of burlap from earth root balls and remove any burlap from around tree trunks.
- 10) All landscape areas shall be excavated and free of construction/building materials.
- 11) Areas of individual trees and landscape beds are to be mulched with a minimum of 4 inches of shredded hardwood bark. Lawn trees are to be mulched with a 4 diameter shredded bark ring. Bark is to be pulled away from the trunk of trees leaving a 3" clear area around the trunk base.
- 12) All landscape areas shall be provided with a readily available water supply.
- 13) Any plant substitutions shall have prior Township approval.
- 14) Proposed planting dates Spring/Summer 2015, but no later than November 30th.



BURNING BUSH MINISTRIES PLANT MATERIALS

key	botanical name	common name	quantity	size	condition	remarks
proposed canopy trees						
AR	<i>Acer rubrum 'Autumn Blaze'</i>	Autumn Blaze Red Maple	16	2 1/2" cal.	BB	6' branch ht.
GT	<i>Gleditsia t. ternstroemii 'Skycoke'</i>	Skyline Thornless Honeylocust	3	2 1/2" cal.	BB	6' branch ht.
TA	<i>Tilia americana 'Redmond'</i>	Redmond American Linden	9	2 1/2" cal.	BB	6' branch ht.
PA	<i>Platanus x acerifolia 'Bloodgood'</i>	London Planetree	13	2 1/2" cal.	BB	6' branch ht.
proposed ornamental trees						
MS	<i>Malus 'Spring Snow'</i>	Spring Snow Crabapple	1	1 1/2" cal.	BB	fruitless
proposed evergreen trees						
PR	<i>Pinus resinosa</i>	Red Pine	8	7-8" ht.	BB	
proposed evergreen and deciduous shrubs						
AM	<i>Aronia melanocarpa</i>	Black Chokeberry	9	24-30" ht.	Cont./BB	
CS	<i>Cornus sericea 'Bailey'</i>	Bailey Redtwig Dogwood	8	24-30" ht.	Cont./BB	
JS	<i>Juniperus chinensis 'Sea Green'</i>	Sea Green Juniper	20	24-30" ht.	Cont.	
RA	<i>Rhus aromatica 'Gro-Low'</i>	Geo-Low Fragrant Sumac	18	24-30" ht.	Cont.	
VA	<i>Viburnum dentatum</i>	Arrowwood Viburnum	25	30-36" ht.	Cont./BB	
existing plant materials						
AR	<i>Acer rubrum</i>	Red Maple				
AS	<i>Acer saccharinum</i>	Silver Maple				
SO	<i>Acer negundo</i>	Norway Spruce				
PR	<i>Pinus resinosa</i>	Red Pine				
PS	<i>Pinus sylvestris</i>	Scotch Pine				
QR	<i>Quercus robur 'Fastigiata'</i>	Fastigiate English Oak				
SR	<i>Syringa reticulata</i>	Japanese Tree Lilac				
GT	<i>Gleditsia t. ternstroemii</i>	Honeylocust				
TA	<i>Tilia americana</i>	American Basswood/Linden				
FA	<i>Fraxinus americana</i>	White Ash				
DW	<i>Cornus sericea</i>	Red Twig Dogwood				

NOTE: ALL TREES TO BE INSTALLED A MINIMUM OF 4' FROM EDGE OF PAVEMENT.

NOTE: CONTRACTOR IS TO CALL "MISS DIG" TO VERIFY LOCATION OF EXISTING GAS, TELEPHONE, AND ELECTRIC UTILITIES PRIOR TO PLACEMENT OF ANY STREET TREES.

BURNING BUSH INTL. MINISTRIES

CLIENT: BURNING BUSH CHURCH
2089 TYLER RD.
YPSILANTI, MI 48197
JEAN WATTS
(734) 732-2831

JOB No. **14166**

DATE: 9/29/14
SHEET 5 OF 8

REV. DATE

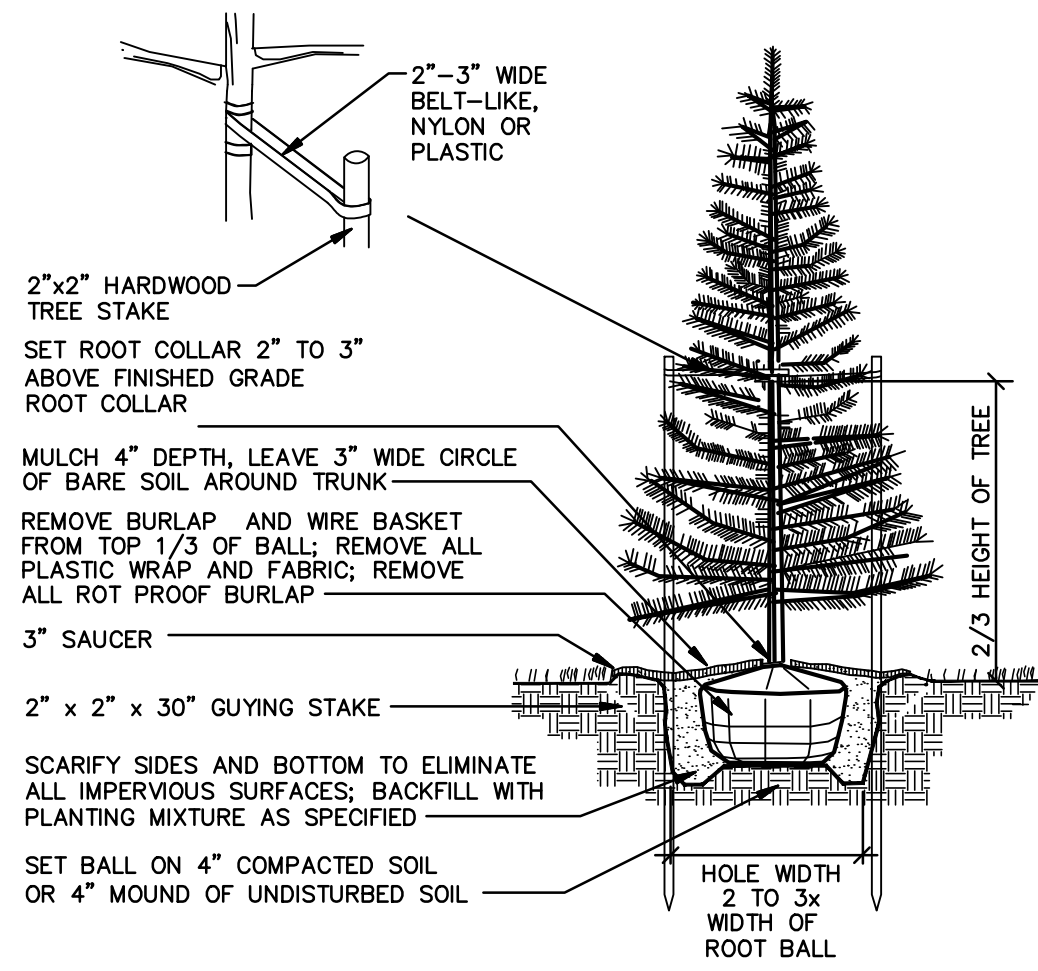
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P.M. BW
SITE PLAN/6/6/14
PFB

LANDSCAPE PLAN

5

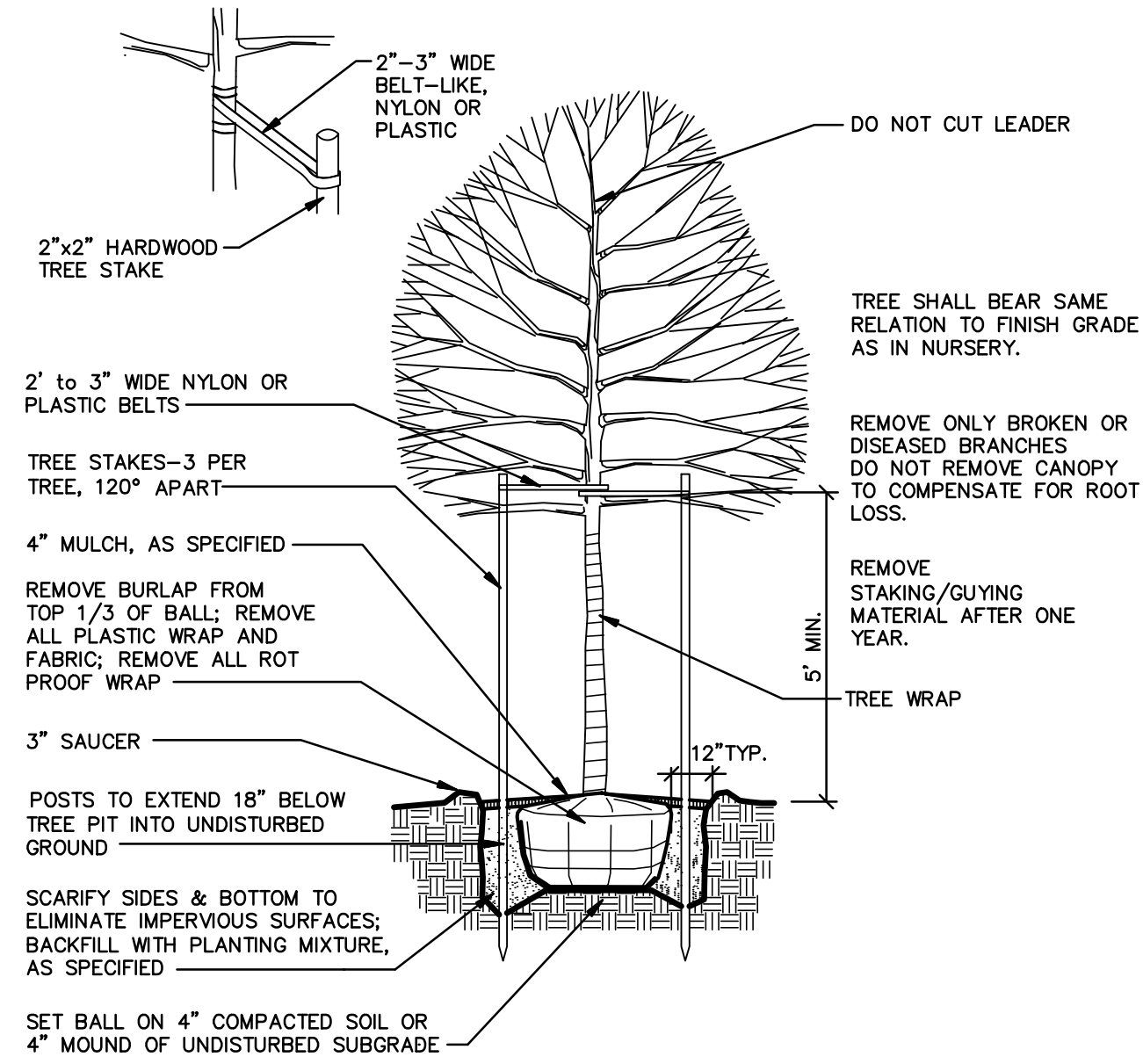
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NOTE: REMOVE STAKING/GUYING MATERIAL AFTER ONE YEAR.



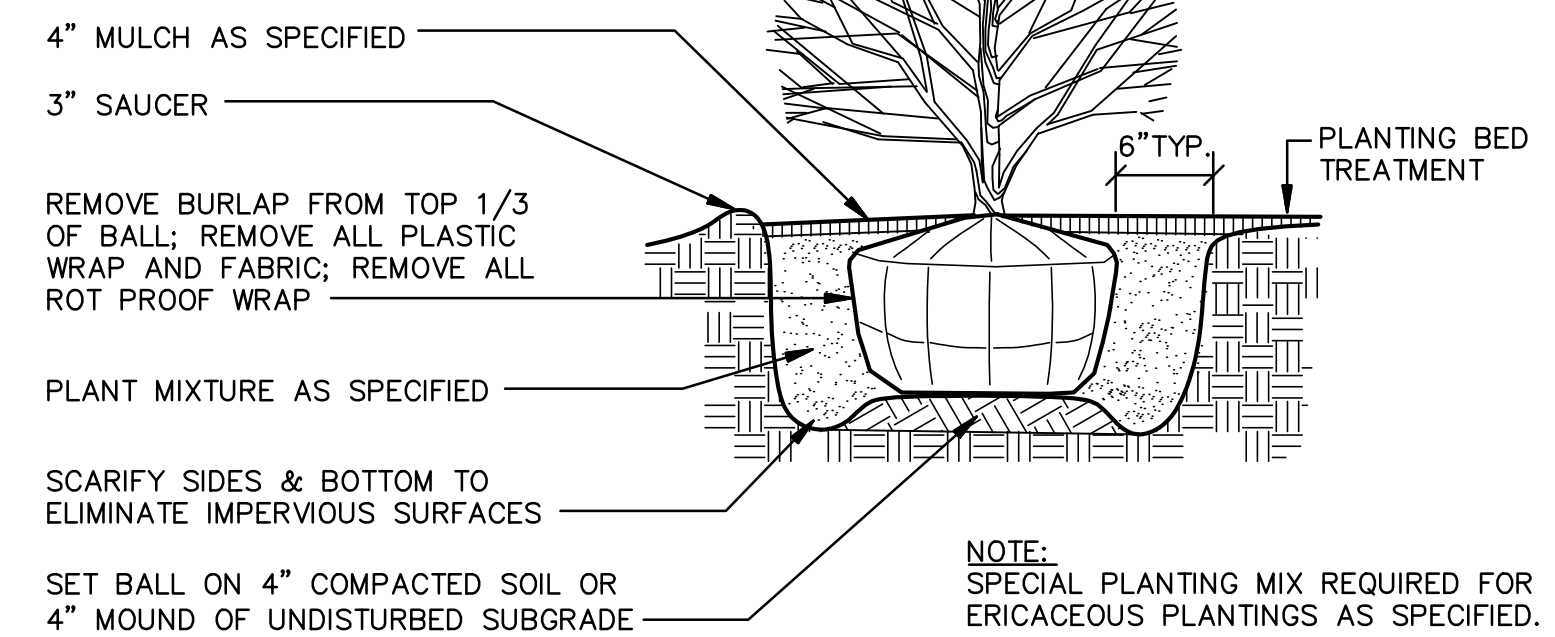
EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE

NOTE: REMOVE STAKING/GUYING MATERIAL AFTER ONE YEAR.



DECIDUOUS TREE PLANTING DETAIL
2-1/2" CAL. OR SMALLER
NOT TO SCALE

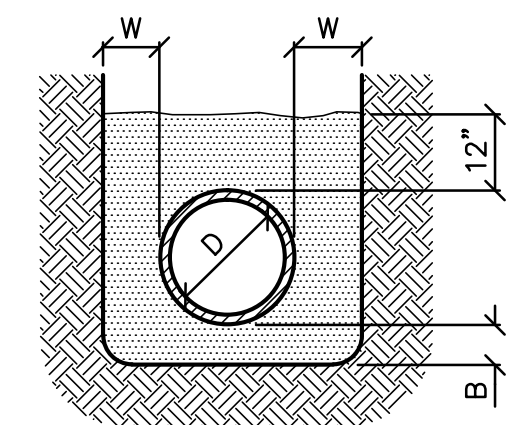
NOTE:
PRUNE 20% OF BRANCHES AND FOLIAGE RETAINING NORMAL PLANT SHAPE
DO NOT TRIM EVERGREENS
SHRUB SHALL BEAR SAME RELATION TO FINISH GRADE AS IN NURSERY
DO NOT PLANT SHRUBS TO WITHIN 42" OF TREE TRUNKS IN SHRUB BEDS



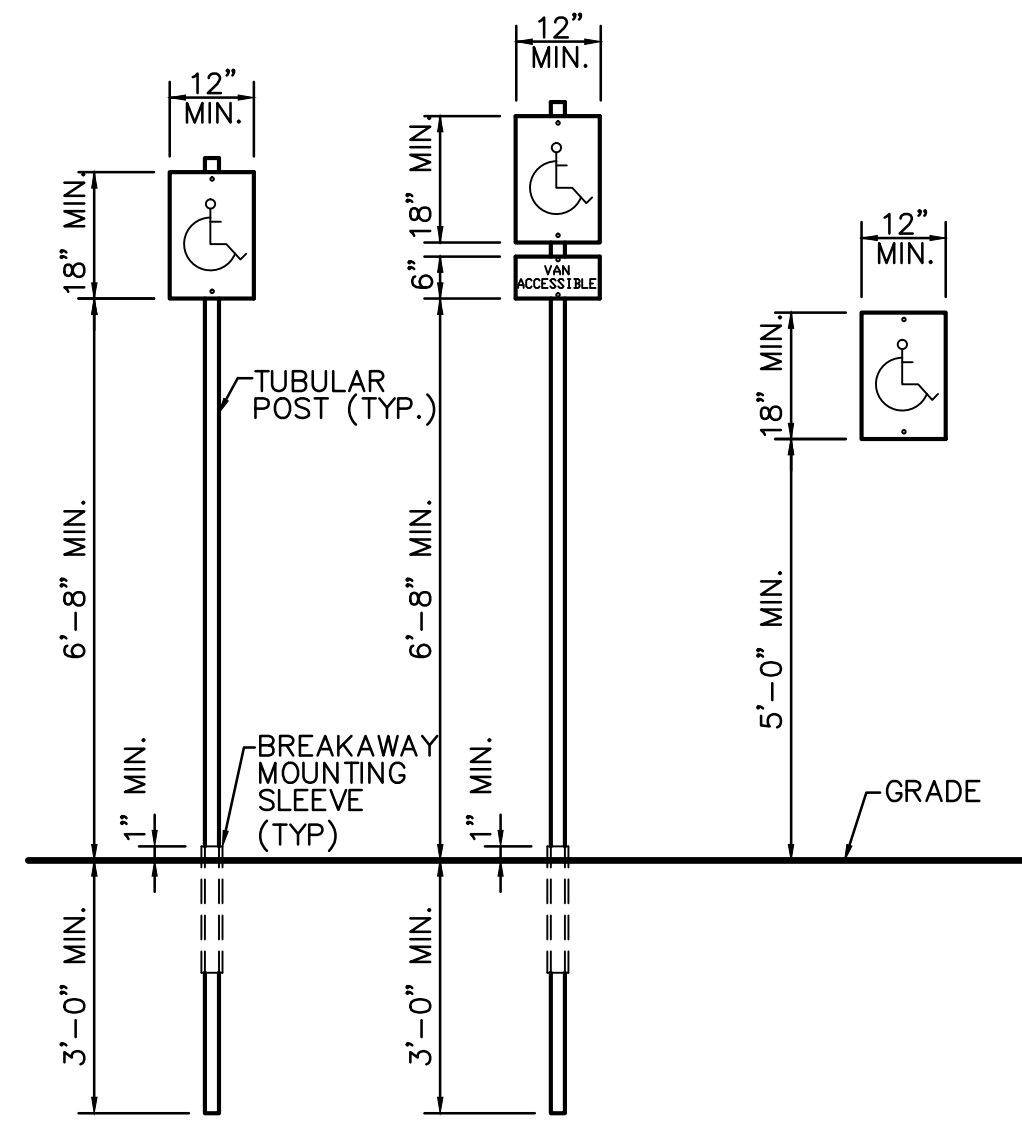
SHRUB PLANTING DETAIL
NOT TO SCALE

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JOB No. 14166	DATE: 9/29/14	REV. DATE
	SHEET 6 OF 8	
REVISIONS:	CADD: TJK	
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	PM: BWV	
	TECH: BWV	
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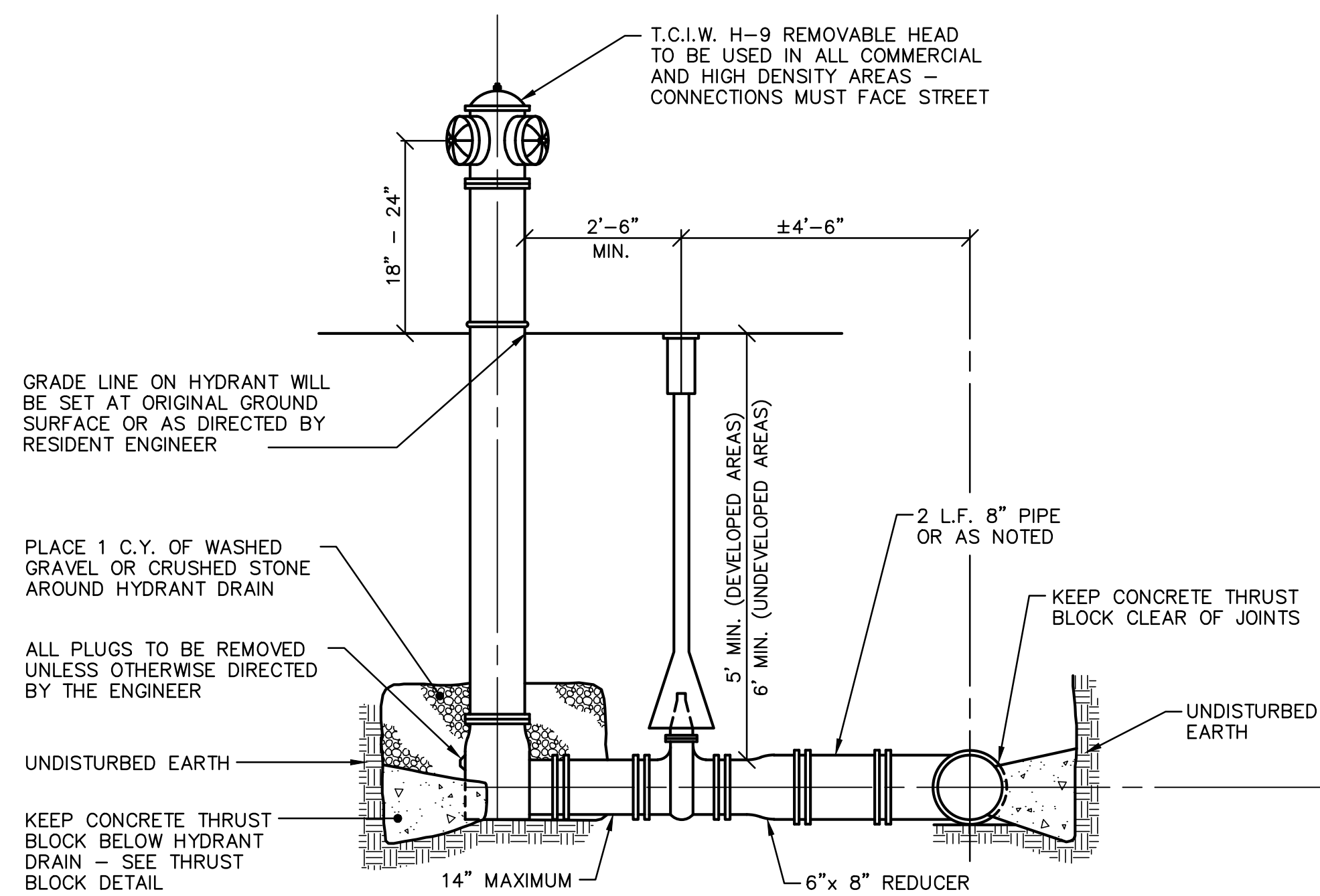


CLASS B
BEDDING DETAIL

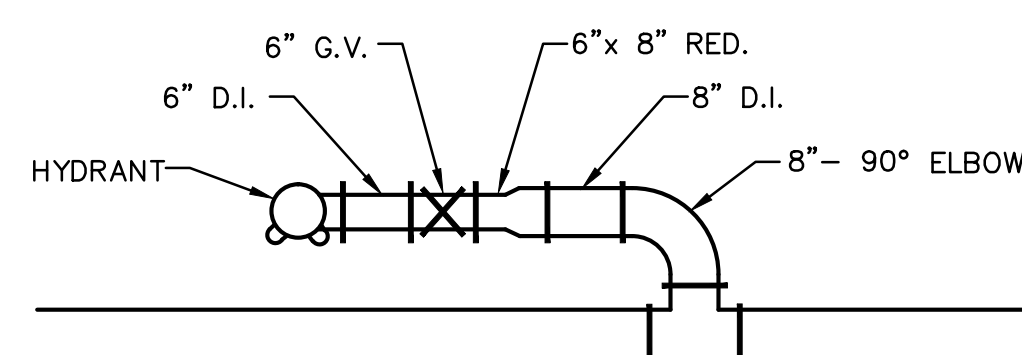


POST MOUNTED SIGNS WALL MOUNTED SIGNS

TYPICAL HANDICAP PARKING SIGNS
SCALE: 1/2" = 1'-0"

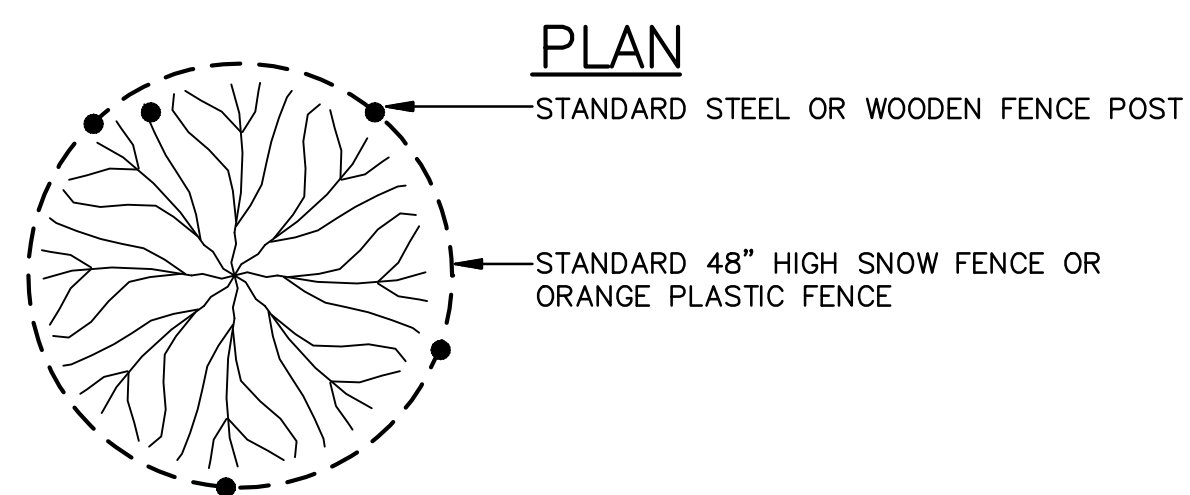


STANDARD SETTINGS



CLOSE SETTINGS

HYDRANT DETAIL
NO SCALE

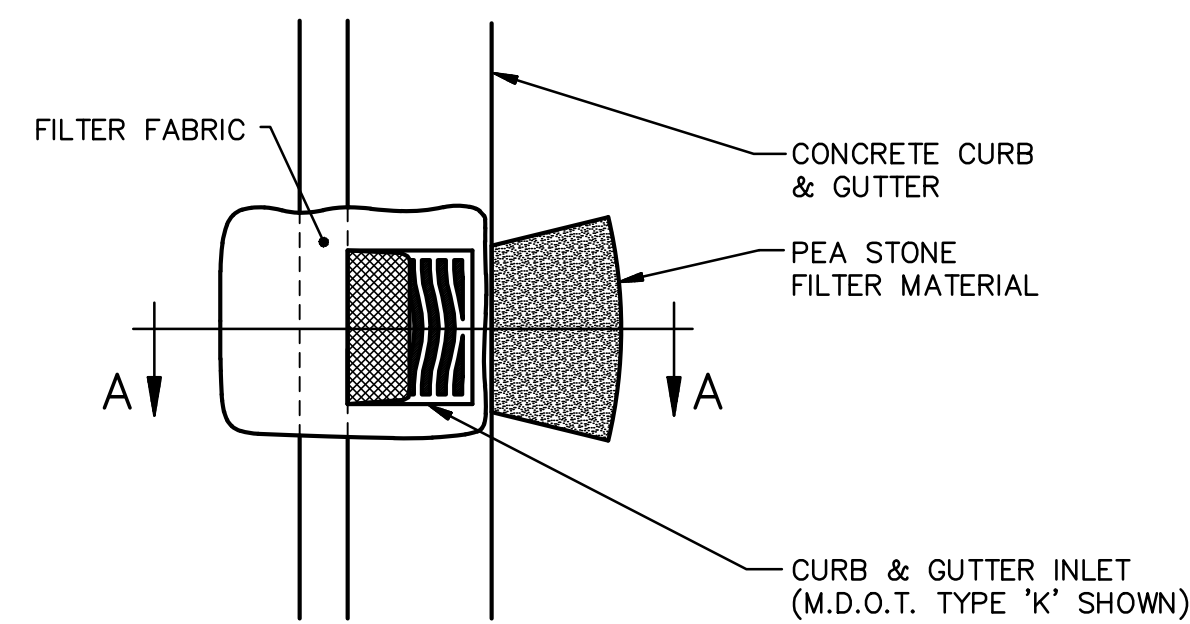


ELEVATION

SNOW FENCE SHALL BE LOCATED AT THE OUTER PERIMETER OF THE SPREAD OF THE BRANCHES, OR CLOSER ONLY AT THE DIRECTION OF THE ENGINEER.

TREE PROTECTION DETAIL
NOT TO SCALE

54t

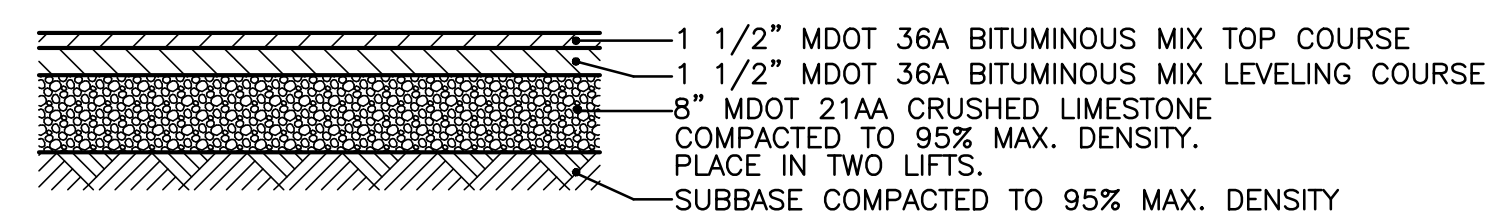


PLAN VIEW

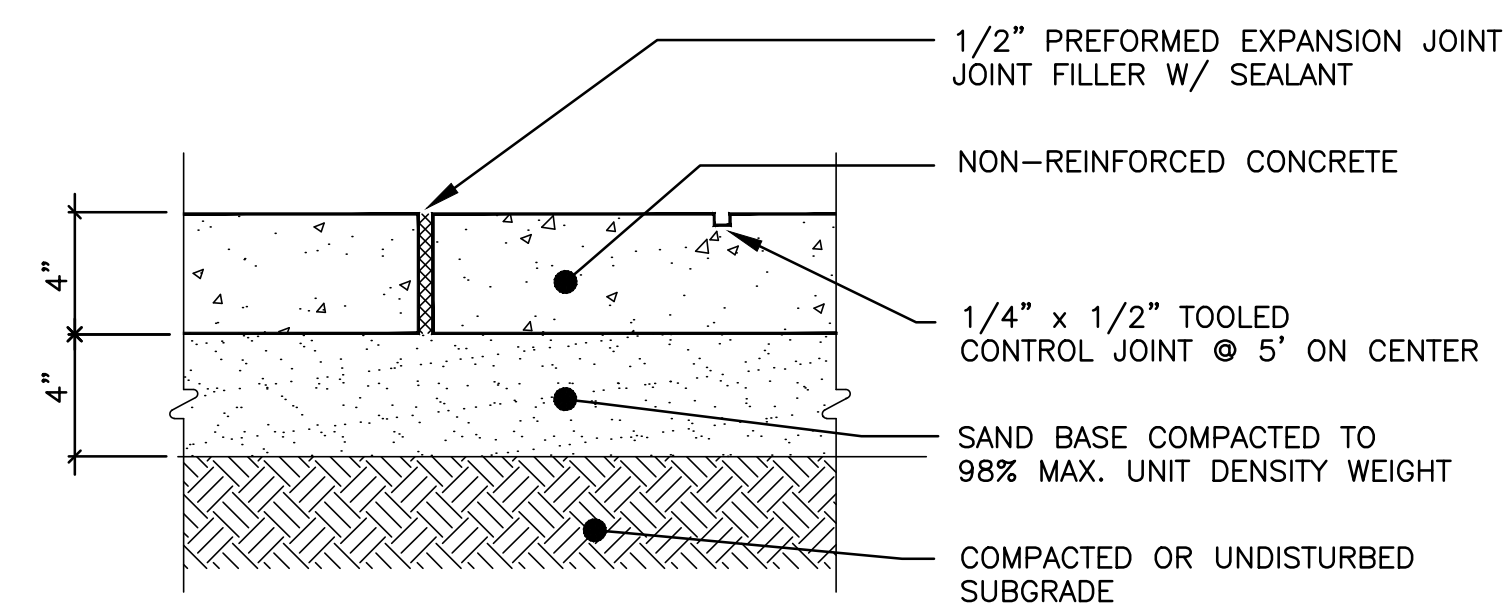
SECTION A-A

CURB & GUTTER INLET FILTER
BEFORE PAVING
NO SCALE

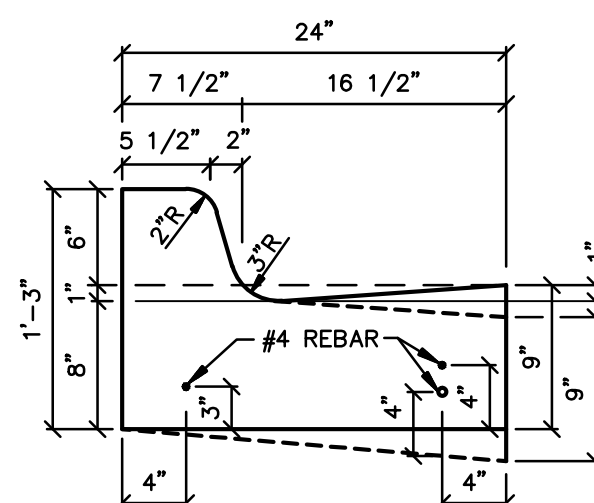
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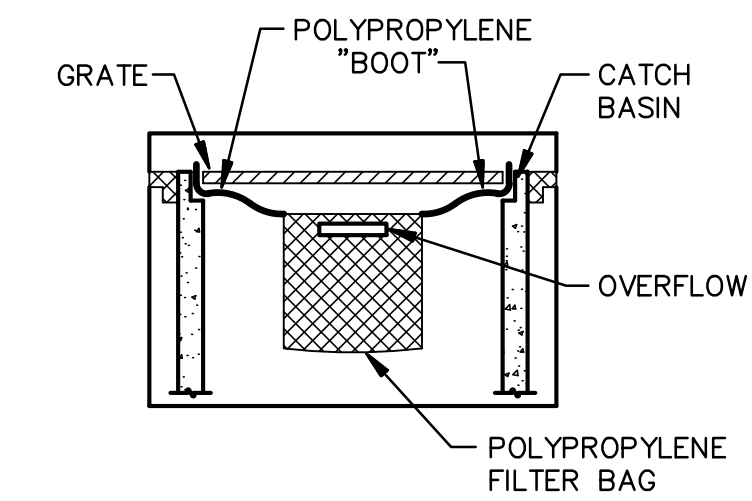
BITUMINOUS PAVEMENT DETAIL
NOT TO SCALE



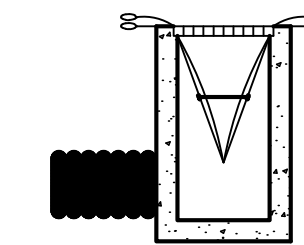
CONCRETE WALK DETAIL
NOT TO SCALE



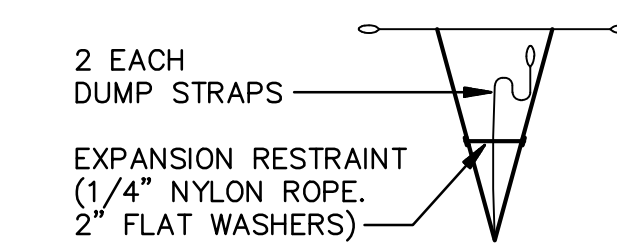
24" STANDARD CURB & GUTTER
24" STANDARD CURB W/SPILLOUT GUTTER



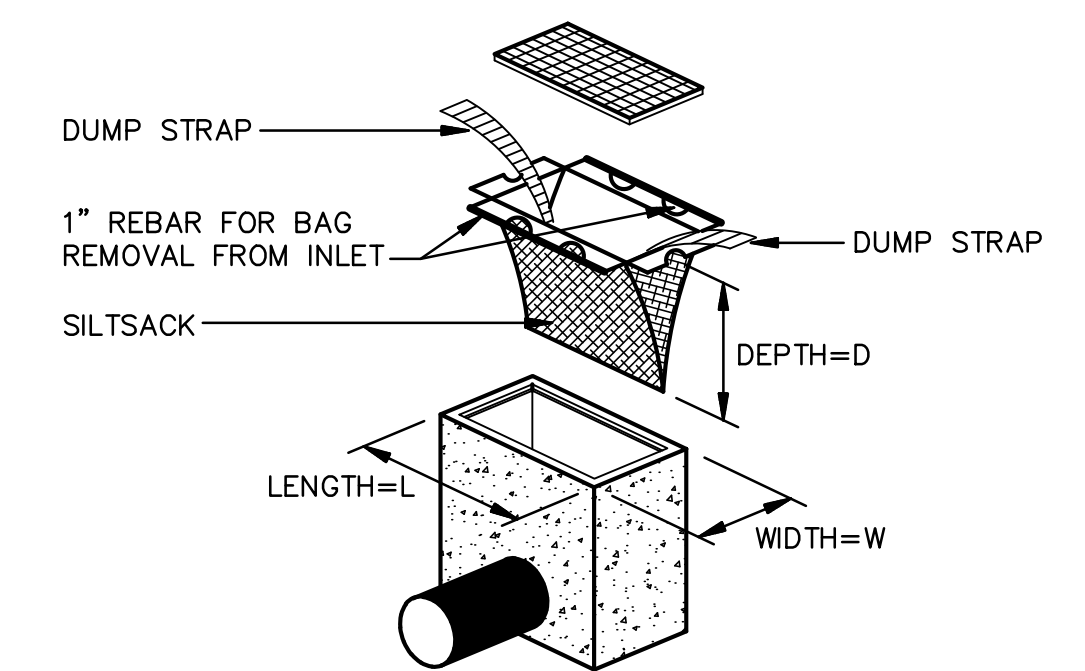
NOTE:
TEMPORARY INLET SEDIMENT FILTER TO BE INSTALLED ON ALL PAVED CATCH BASINS OR STORM INLETS. INLET FILTER TO BE SIMILAR TO "STREAMGUARD" AS MANUFACTURED BY STORMWATER SERVICES CORPORATION (206-767-0441) OR "SILTSACK" AS MANUFACTURED BY ATLANTIC CONSTRUCTION FABRICS, INC.; (800-448-3636). CLEAN FILTER AS NEEDED.



INSTALLATION DETAIL

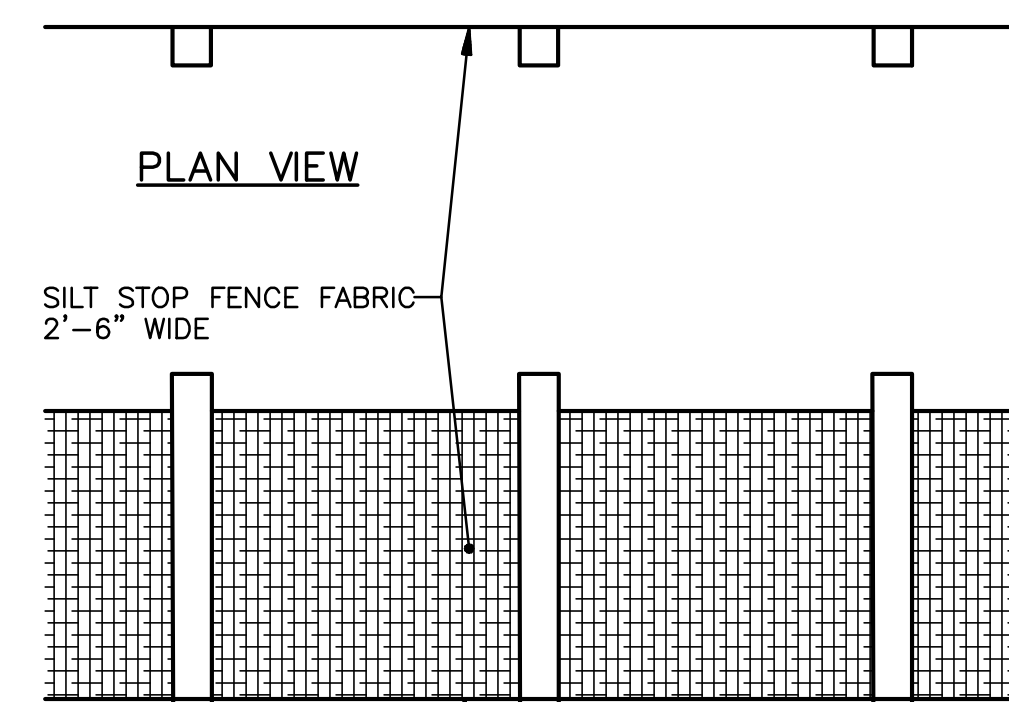


BAG DETAIL

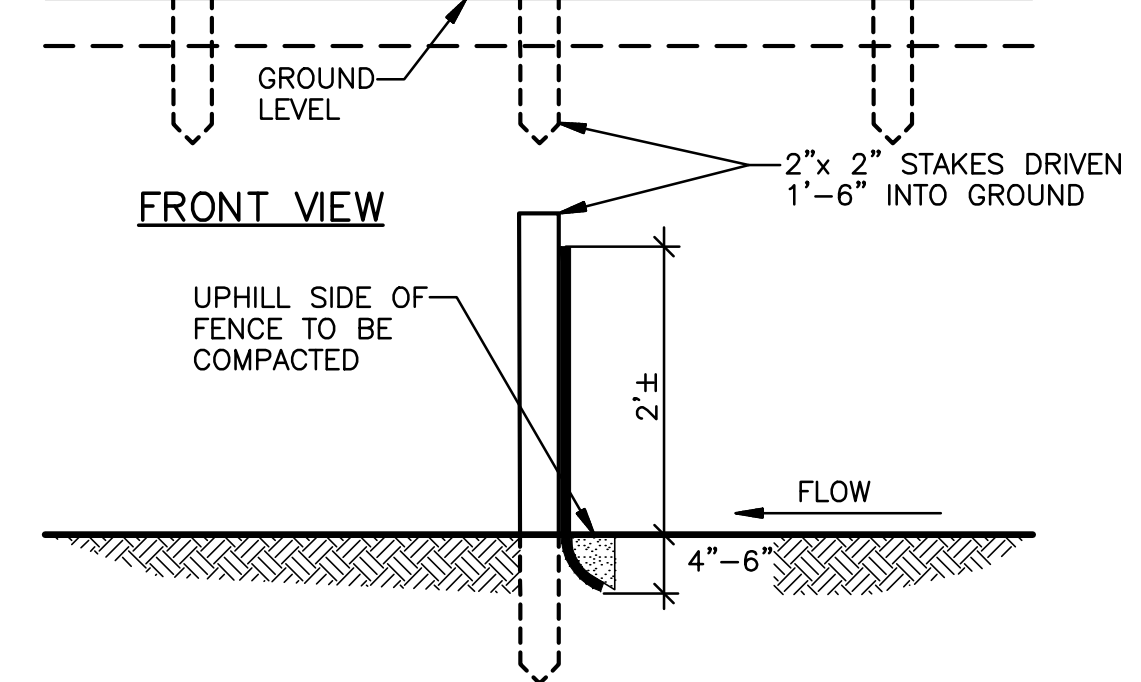


SILT SACK DETAIL
NO SCALE

59t



PLAN VIEW



FRONT VIEW

CROSS-SECTION

SILT FENCE DETAIL
NO SCALE

55t



REAR ELEVATION



FRONT ENTRANCE



FRONT PERSPECTIVE

**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION
REGULAR MEETING–NOVEMBER 25, 2014
MINUTES**

The regular meeting was called to order by Chair John Reiser at 6:30 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Commissioners Present: John Reiser – Chair; Brenda Brewington-Secretary; Stan Eldridge; Gloria Peterson; Laurence Krieg

Commissioners Absent: Sally Richie – Vice Chair; Ralph Walls

Others in Attendance: Angie King – Township Attorney, Jessica Howard – OHM Representative; Joe Lawson – Planning Director

1. Call to order
2. Roll Call
3. Approval of Regular Meeting Minutes from the October 28, 2014 meeting.

Motion: Krieg to approve the regular minutes, with minor typographical corrections.

King – added correction on page 20, paragraph 4, change ‘oppose’ to ‘impose’.

Support: Brewington

Motion Carries: All

4. Approval of the agenda

Motion: Eldridge to approve the agenda

Support: Brewington

Motion Carries - All

5. Public hearings and plans for review.

- a. **PUBLIC HEARING – PD STAGE II AMENDMENT – BURNING BUSH INTERNATIONAL MINISTRIES** – to consider a recommendation to the Board of Trustees as related to the proposed PD Stage II final site plan amendment per section 1922 of the Township Zoning Ordinance to permit the construction of a 22,100 square-foot addition onto the existing 26,000 square-foot Burning Bush International Ministries. The church is located at 770 James L. Hart Parkway; parcel K-11-17-361-005.

Brandon Walker – Engineer. Introduced at microphone.

Lawson – stated that back in early 2000s the facility was constructed as a Chevy dealership. It changed hands a few times as a Chevy dealership, until it got mothballed in 2006. Shortly after thereafter, Burning Bush Ministries purchased the building, went through the review process in 2011 to get the PD amended to allow church use. Since that time the church has done very well and has presented this application to expand the facility from 900 seats to 1100 seats. The major thing asked for in his staff report is that he needs a floor plan so he can verify the seating capacity, and so the fire department and building department can calculate occupant load and required parking.

Reiser – asked Walker to speak and encouraged him to share comments in regards to what OHM and the Planning Director had to say.

Walker – Midwestern consulting. Stated that both the site plan and detailed engineering comments from OHM they did not have any issue with. They wanted to add a couple of clarification. One: the sign was shown as proposed, but that was an error, it is an existing sign. Two: the auto-turn needs to be accessible for a fire truck. They do not have an issue with that and recently provided a document to OHM and the Planning Director to address that. They are going back to look at the survey because a couple of light poles are incorrectly shown on their survey. They are not being removed. They have no issues with the comments from OHM and are looking forward to working with them as they move forward to address some of those minor items.

Reiser – opened public portion and noted that Commissioner Ralph Walls is now present.

PUBLIC PORTION OPENED

None

PUBLIC PORTION CLOSED

Peterson – asked Walker when this project would start and where his company is located.

Walker – responded that he is located in Ann Arbor.

Peterson – asked if they had Union workers.

Walker – responded that they do not. He added that they hoped to start the project this year, but most likely will be starting in the spring.

Peterson – asked when they would complete the project.

Walker – responded it would probably be in the fall.

Eldridge – asked to clarify that the building was 26,000 square feet for approximately 900 seats, and the addition would be 22,100 square feet for an additional 200 seats.

Walker – responded that was correct. That this would be reorganizing the building for much better use. The new addition is for a new sanctuary, and the balance of the building will be for offices. They have outgrown the space. They have more people than can actually fit into the building at this time.

Eldridge – asked about the floor plan mentioned.

Walker – apologized. He missed the comment before but would be happy to send it over. He added that it currently seats 500, and would be going to 1110.

Eldridge – responded that somewhere he had seen 900 seats.

Lawson – responded that he did as well. He thought he had seen it on the plan, or perhaps the previous plan.

Walker – responded that the church had gone through a previous submittal that was never executed and he thinks that was where the 900 came from, although he is not certain.

Lawson – stated point of clarification that this is a recommendation to the Township Board due to the fact that it is a PD. All PDs go through the Township Board so this will go to them for final review and approval.

Krieg – asked for clarification from Director Lawson regarding the Planned Development zoning.

Lawson – responded that when the Chevy dealership was constructed, the applicant requested the re-zoning to PD. As part of that there was obviously a development agreement that will have to be amended due to the site plan change, and only the Board can enter into that agreement.

Peterson – stated that Burning Bush has an outstanding ministry and Pastor Shelby has done an outstanding job. She knows of this church and to buy and expand the dealership is great for the church. She commends them for their community efforts. She also recommended the next time they do an addition, to seek out Union workers because it keeps people working.

Motion: by Peterson to recommend approval to the Board of Trustees the request of the Burning Bush Church of God in Christ to amend the PD Stage II Final Site Plan dated September 26, 2014 and prepared by Mr. Brandon Walker, P.E. proposing the construction of a 22,100 square-foot nonresidential addition in relation to the existing 26,000 square-foot church facility located at 770 James L. Hart Parkway, parcel K-11-17-361-005 and K-11-17-361-021 with the following conditions:

1. All issues noted within the Planning Department Review dated November 12, 2014 shall be resolved prior to consideration by the Board of Trustees.
2. The applicant shall agree to install high definition security cameras on the exterior of the building and parking lot areas. All video footage shall be made available to law enforcement personnel for the purpose of crime investigations and shall further be available for not less than 30-days from the date of recording.
3. All issues noted by the Township reviewing agents shall be resolved prior to final approval.

Support: Eldridge

Motion Carries – All

Angela Dorty representing the general contractor stated that they would be putting the drawings out to all union and non-union companies, they work with both.

- b. **PRELIMINARY SITE PLAN – MR. BILL MEGGINSON - SOUTHSIDE BAPTIST CHURCH ADDITION** – to consider the preliminary site plan application of Mr. Bill Megginson representing the Southside Baptist Church to permit the construction of a 7,280 square-foot social hall addition on the existing 2,250 square-foot kitchen facility. The property is located at 6450 and 6710 Textile Road, parcels K-11-29-100-005 & K-11-29-100-010.

Sahba Laal – stated he was here to answer any questions they may have. They are adding a parking lot and adjusting the driveway and detention area.

Reiser – stated the only thing he would add, which they are asking for all development, is the installation of high definition security cameras available to law enforcement for investigations, and with a commitment to retain the data for thirty days after recording. He asked if this was something they currently have in place.

Laal – responded that he did not know. He believes they have some variation of that on the existing church. In this area, he did not think they had it. He added it was farther away from the actual church. He was sure they would be open to providing that if it is a requirement.

Reiser – stated he would defer to Commissioner Eldridge, who has been the point person on this issue. He added that maybe they could make a condition, looking at

**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION
REGULAR MEETING– NOVEMBER 24, 2015
DRAFT - MINUTES**

The regular meeting was called to order by Chair John Reiser at approximately 6:30 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Commissioners Present: John Reiser – Chair; Laurence Krieg – Secretary; Stan Eldridge; Gloria Peterson and Bill Sinkule

Commissioners Absent: Ralph Walls; Sally Richie – Vice Chair

Others in Attendance: Joe Lawson, Planning Director; Denny McLain, Township Attorney; Jessica Howard, OHM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF THE WORK SESSION AND REGULAR MEETING MINUTES FROM THE OCTOBER 27, 2015**

A motion was made by Commissioner Krieg, supported by Commissioner Peterson to approve the minutes of the October 27, 2015 Work Session and Regular Meeting. The motion carried unanimously.

4. **APPROVAL OF THE AGENDA**

A motion was made by Commissioner Krieg, supported by Commissioner Sinkule to approve the agenda. The motion carried unanimously.

5. **PUBLIC HEARINGS AND PLANS FOR REVIEW**
 - a. **PUBLIC HEARING – VMAX USA – MR. ABRAHAM GHALEB – 1879 WEST MICHIGAN AVENUE** – to consider the special conditional use and preliminary site plan application of Mr. Abraham Ghaleb, representing VMAX USA to permit the construction of a 30,000 square-foot office/industrial building to be located on the 18.83 acre parcel known as 1879 West Michigan Avenue, parcel K-11-39-350-027.

Joe Lawson, Planning Director, reviewed the application. He noted this is currently an 18.99 acre site, and is mostly consistent of wetlands to the southern half and a small buildable portion up toward West Michigan Avenue. He clarified that this is located on the south side of Michigan Avenue near the Ellsworth intersection and next door to the

prepared by Kenneth Cousino, P.E.. This motion is further made with the following conditions:

- 1. The applicant shall provide the planning department with a revised landscape plan to include the calculations for planting as required by section 2108 of the Township Zoning Ordinance. This plan shall also include a table outlining the quantity, size and species of trees to be planted.*
- 2. The applicant shall provide a photometric plan in accordance with section 2110.*
- 3. The applicant shall provide percentages of materials to be used on the exterior of the building in accordance with section 2125 of the Township Zoning Ordinance.*
- 4. All comments as provided by the Township reviewing agents shall be resolved prior to final site plan approval.*

(friendly amendment offered by Commissioner Reiser and accepted by Commissioner Sinkule)

- 5. The applicant shall install and maintain a high definition security system with a retention policy of 45 days, covering the exterior of the building & parking lots, and make same available to local law enforcement upon request.*

The motion carried unanimously

6. Old Business

- a. None**

7. New Business

- a. PD STAGE II SITE PLAN EXTENSION – BURNING BUSH CHURCH – 770 JAMES L. HART PKWY – to consider a recommendation to the Township Board of Trustees to grant a one-year extension to the PD Stage II site plan approval granted by the Township on January 20, 2015. The approval plan calls for the construction of a 22,100 square-foot addition upon the existing 26,000 square-foot church.**

Mr. Lawson noted that this project is intended to be a sanctuary with seating for 1100 people. He noted that this was approved by the Township board, and the approval was valid for one year. It is due to expire in January and the applicant is requesting another 12 month extension so they can get through the final engineering process. The engineer ran into an issue with the water resource commissioner's office and their new standards that were implemented in August of 2014. They had to do some amending and are currently working on that. This is a PD, so it is a recommendation to the Township Board, who will make the final say regarding the request.

Commissioner Eldridge noted that Mr. Lawson was recommending approval.

A motion was made by Commissioner Krieg, supported by Commissioner Eldridge to *recommend approval to the Township Board of Trustees the request of Mr. Brandon Walker, representing Burning Bush Church of God to permit the twelve month extension of the PD Stage II Site Plan and conditions as approved on January 20, 2015.*

A friendly amendment was made by Commissioner Peterson to correctly identify the congregation as "Church of God in Christ"

A friendly amendment was made by Commissioner Reiser to amend the 30 day video retention requirement to a 45 day video retention for the sake of consistency among projects.

Mr. Lawson responded that the applicant was not present to answer that request. As this is an extension and not a re-review, he would suggest to leave it at the 30 day. He would make sure at the board level that someone was there to agree to it at that point.

The motion, with Commissioner Peterson's amendment, carried unanimously.

8. Open Discussion For Issues Not On The Agenda

- a. Correspondence Received - none
- b. Planning Commission Members - none
- c. Members of the Audience - none

9. Township Board Representative Report

There was no Board Representative Report

10. Zoning Board Of Appeals Representative Report

There was no Zoning Board of Appeals Report

11. Township Attorney Report

There was no Attorney Report

12. Planning Department Report

a. 2506 Burns – Group Daycare Home Update

Mr. Lawson stated that he just had a letter handed to him that was put in the wrong mailbox initially. He wanted to bring the letter to the Commission's attention. The letter is in reference to the proposed daycare at 2506 Burns. It is from someone who resides at 237 Edison,

RESOLUTION 2015-51

RESOLUTION APPROVING REFUNDING CONTRACT

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 "Local Unit"), held on the 15th day of December, 2015, at 7:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

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

WHEREAS, it is deemed necessary to refund certain maturities of the Ypsilanti Community Utilities Authority's 2006 Refunding Bonds (the "Prior Bonds") so as to produce interest savings to the Local Unit; and

WHEREAS, a Refunding Contract has been prepared between the Local Unit and the Ypsilanti Community Utilities Authority ("YCUA") to provide for the refunding of certain of said Prior Bonds; and

WHEREAS, this Governing Body has carefully reviewed the proposed Refunding Contract and finds that it provides the best means for accomplishing the necessary savings to the Local Unit.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Refunding Contract, described in the preamble to this resolution, is approved, and the Supervisor and the Township Clerk of the Local Unit are directed to execute and deliver the Contract on behalf of the Local Unit.

2. 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.

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 December 15, 2015, 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, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Township Clerk

REFUNDING CONTRACT

THIS REFUNDING CONTRACT, made and entered into this 16th day of December, 2015, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY (the “Authority”), a public corporation organized and existing under the authority of Act 233, Public Acts of Michigan, 1955, as amended (the “Act”), under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, (“Act 34”) and the Act (collectively the “Acts”), and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the “Township”).

WITNESSETH:

WHEREAS, the Authority has been incorporated under and in pursuance of the provisions of the Act for the purposes set forth in the Act and the Authority’s Articles of Incorporation; and

WHEREAS, the Township and the Authority have entered into a Sanitary Sewer System No. 1 (Charter Township of Ypsilanti) Contract, dated as of June 15, 1999, wherein the Authority agreed to acquire and construct sewer improvements for the benefit of the Township (the “1999 Contract”); and

WHEREAS, bonds of the Authority were issued pursuant to the 1999 Contract, denominated 1999 Sanitary Sewer System Bonds (Charter Township of Ypsilanti), dated as of August 1, 1999 (the “1999 Bonds”); and

WHEREAS, the Township and the Authority have entered into a Sanitary Sewer System No. 3 (Charter Township of Ypsilanti) Contract, dated as of October 1, 2001, wherein the

Authority agreed to acquire and construct sewer improvements for the benefit of the Township (the “2001 Contract”); and

WHEREAS, bonds of the Authority were issued pursuant to the 2001 Contract, denominated Sanitary Sewer System No. 3 Bonds (Charter Township of Ypsilanti), dated as of November 1, 2001 (the “2001 Bonds”); and

WHEREAS, the Township and the Authority have entered into a Refunding Contract, dated as of November 28, 2006, for the purpose of refunding portions of the 1999 Bonds and the 2001 Bonds (the “Contract”); and

WHEREAS, bonds have been issued pursuant to the Contract, denominated 2006 Refunding Bonds (the “Prior Bonds”); and

WHEREAS, the Township and the Authority have determined that it is in the best interest of the Township and the Authority to refund all or part of the Prior Bonds maturing in the years 2017 through 2031; and

WHEREAS, it is the determination and judgment of the Authority and the Township that the Prior Bonds should be refunded to secure for the Township the interest savings anticipated and thereby permit the operation of the financed facilities in a more economical fashion for the benefit of the taxpayers of the Township and users of the Township’s Sanitary Sewer System; and

WHEREAS, the execution of this contract (the “Refunding Contract”) is necessary in order to implement a refunding program;

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The Authority and the Township hereby approve and confirm the refunding of all or part of the Prior Bonds maturing in the years 2017 through 2031 under the provisions of the Act in the manner provided by and pursuant to this Refunding Contract.

2. The Authority will issue a single series of refunding bonds (the “Refunding Bonds”) in the total principal amount of not to exceed \$5,800,000 in order to pay all or part of the costs of refunding the Prior Bonds as described in Section 1. All costs of retiring the Prior Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Prior Bonds, underwriting discount, bond and other printing, administrative, rating fees, legal and financial advisory fees and expenses, printing of official statements, bond insurance, trustee and paying agent/registrar fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs.

3. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the Authority shall or has taken take the following steps:

(a) The Authority will adopt a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$5,800,000 (the “Refunding Bond Resolution”), such Resolution substantially in the form attached hereto and based upon the financial analysis provided by Public Financial Management, Inc. of the financial benefits of the refunding. The Refunding Bonds shall mature serially or be subject to annual sinking fund redemption, as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Township as provided in the Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of the Township to

pay said installments when due, including interest. After due adoption of the Refunding Bond Resolution, the Authority will take all legal procedures and steps necessary to effectuate the sale and delivery of the Refunding Bonds.

(b) The Authority, upon receipt of proceeds of sale of the Refunding Bonds, will comply with all provisions and requirements of law, the Refunding Bond Resolution and this Refunding Contract relative to the disposition and use of the proceeds of sale thereof.

(c) The Authority shall not make any investments or take any other actions which would cause the Refunding Bonds herein authorized to be constituted as arbitrage bonds pursuant to any applicable federal statutes or regulations.

(d) The Authority shall take all steps necessary to refund the Prior Bonds.

4. The full principal amount of the Refunding Bonds shall be charged to and paid by the Township to the Authority in annual principal installments, together with interest and other expenses as herein provided. It is understood and agreed that the Refunding Bonds of the Authority will be issued in anticipation of such payments by the Township.

It is agreed that the Township shall pay to the Authority, on each annual maturity or sinking fund date of principal amounts of the Refunding Bonds, such principal amount, and in addition, on each interest payment date on the Refunding Bonds, as accrued interest on the principal installments remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date. From time to time as the Authority is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and expenses accrue to the Authority from handling of the payments made by the Township or from

other action taken in connection with the Refunding Bonds, the Authority shall notify the Township of the amount of such fees, costs and expenses, and the Township shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to pay such amounts.

The Authority shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish the Township with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise the Township, in writing, of the exact amount due on said date. The failure to give such notice shall not, however, excuse the Township from making required payments when due under the provisions hereof.

5. The Township, pursuant to authorization contained in the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed herein. Pursuant to such pledge, if other funds are not available, the Township shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the Township in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy shall however be subject to applicable constitutional, statutory and charter limitations. Commitments of the Township are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the Township in anticipation of which the Authority Refunding Bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the Township from using any, or any combination of, the means and methods provided

in Section 7 of the Act for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

6. Additional moneys over and above any of the payments specified in this Refunding Contract may be prepaid as provided in the Contract.

7. All provisions of the Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Bonds made by the Township therein, shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, all or part of the Bonds in the maturities described in Section 1 of this Refunding Contract will be defeased and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead. It is also hereby recognized that the obligation of the Township to make payments for debt service for those maturities of the Bonds which are not being refunded will continue in full force and effect.

8. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of the Act.

9. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this Refunding Contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by the Township in accordance with existing

commitments to the Authority, and the Authority shall not be obligated for such costs and expenses.

10. The Authority and the Township each recognize that the holders from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore covenanted and agreed by each of them that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. The Township and the Authority further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of Refunding Bonds shall be deemed to be for the benefit of the holders of said Refunding Bonds.

11. This Refunding Contract shall remain in full force and effect for a period of sixteen (16) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the Authority are paid, at which time this Refunding Contract shall be terminated, and the provisions of the Contract relative to disposition of the financed facilities shall be carried out. In any event, the obligations of the Township to make the payments required hereunder shall be terminated at such time as all of the Refunding Bonds are paid in full by the Township, together with all interest and penalties and other obligations hereunder.

12. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, THE YPSILANTI COMMUNITY UTILITIES AUTHORITY, by its Commission, and the CHARTER TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW, MICHIGAN, by its Township Board, have each caused its name to be signed to this instrument by its duly authorized officers the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chairman of its Commission

By: _____
Secretary of its Commission

In the presence of:

CHARTER TOWNSHIP OF YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

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**RECOMMENDATION TO REDUCE
THE SIZE OF THE PARK
COMMISSION**

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



**Human Resource
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin, HR Department
Mike Radzik, OCS Director

DATE: December 7, 2015

RE: **Request authorization to post and fill a second Ordinance Enforcement Administrator position within the TEAMSTER Bargaining Union with proposed salary schedule.**

As discussed during the December 1, 2015 Work Session, a request is being forwarded to post and fill a second Ordinance Enforcement Administrator position with the TEAMSTER Bargaining Union.

Prior to December 31, 2012 the Ordinance Department employed (2) Ordinance Enforcement Administrators. Upon the retirement of one of those Administrators, the decision was made to not fill the Administrator position however the Ordinance Enforcement Assistant position was created and filled in April of 2013. Currently the Ordinance Department is staffed by 1 full-time Ordinance Enforcement Administrator performing field work as well as front line supervision to 3 full-time and 1 part-time Ordinance Enforcement Assistants.

With the anticipation of adding apartment and mobile home rentals to the inspection program in 2016 and the current work load of the Ordinance Administrator, as detailed by Mike Radzik in the attached document, filling the vacant Administrator position is now critical.

Discussions have occurred with the TEAMSTER Bargaining Unit and they have agreed to waive external posting of the position to allow for internal qualified candidates first bid rights. Should an internal candidate not post for the position, the external posting process would begin.

We are recommending a starting salary of \$46,000/annually with a \$1,500 increase upon successful completion of a six month probationary period and a \$1,500 increase effective January 1, 2017.

At this time, I would like to formally request authorization from the Township Board to move forward with posting and filling a second Ordinance Enforcement Administrator position. Your consideration in this matter is appreciated. Should you have any additional questions, please feel free to contact me or OCS Director, Mike Radzik.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Karen Wallin, Human Resources Specialist
From: Mike Radzik, OCS Director
Copy: Brenda Stumbo, Supervisor
Re: Request to post and fill vacant Ordinance Enforcement Administrator position
Date: December 7, 2015

Proposal

Per our previous discussions, I would like to post and fill the existing/vacant position of Ordinance Enforcement Administrator (Administrator) effective with Board approval at the start of the new budget year on January 4, 2016. Funding to support this proposal is approved in the 2016 Ordinance Department budget.

Background

There is at least one qualified employee in the Ordinance Enforcement Assistant (Assistant) classification. I anticipate being able to award the position to an internal candidate within the framework of the Teamster agreement. Teamster leadership has agreed to waive the external posting requirement in this instance because it will not be necessary and an internal award will help foster positive morale and further enhance our current team.

Please note that I am *not* proposing to hire a new employee at this time to back-fill any Assistant vacancy created by this proposal. As discussed several times with the Board of Trustees, Chief Building Official Alex Mamo and I will be seeking approval to expand the rental housing program to include multiple and mobile home housing units within the next 3-4 months. That program expansion will require up to two additional Assistant positions and a clerical position. I anticipate requesting approval for those new positions at that time. Financing for the expansion will initially come from the fund balance of Fund 248 and then eventually by fee revenue as the program ramps up during 2016.

Demonstrated Need

To help understand the need to fill the second Administrator position now, I have analyzed the existing inspection workload and considered the planned rental housing program expansion.

For reference, there are differences that distinguish the Administrator and Assistant positions:

- Assistants are hourly employees eligible for overtime; Administrators are salaried employees.

CHARTER TOWNSHIP OF YPSILANTI

- Assistants primarily handle scheduled rental housing and vacant building inspections with cooperative property owners. Assistants also handle routine code enforcement such as vegetation, blight and solid waste complaints.

- Administrators primarily handle more complex investigations involving difficult situations with uncooperative or absentee property owners. These cases include condemnations, complex zoning violations, assistance to legal counsel and enforcement of court orders, vacant property inspections that require administrative search warrants, and assistance to the sheriff’s office in conjunction with criminal investigations.

- In addition to carrying a full caseload, Administrators also provide basic supervision and direction to Assistants in the field. To demonstrate caseloads, I analyzed inspection activity for the period Jan 1 – Nov 30, 2015:

	Administrator	Assistant 1	Assistant 2	Assistant 3	Assistant 4*
Code Enforcement Inspections	2,443	2,030	1,094	2,974	93
Rental Housing Cert Inspections	486	207	1,365	1,680	1,075
Vacant Residential Cert Inspections	544	373	321	23	0
Vacant Commercial Cert Inspections	2	2	6	1	0
Total Inspections (All Types)	3,475	2,612	2,786	4,678	1,168

*Assistant 4 is part time

The above chart shows completed inspections for code enforcement and the various certification programs. An individual case may be completed with a single inspection or may require multiple inspections over time. As you can see, our existing Administrator carries a full caseload in addition to supervising the Assistants, and this group works very well together as a team. Some of the Administrator’s inspections are administrative in nature and he fills in when Assistants use benefit time off.

The Assistant’s workload tends to be specialized, although each is fully trained in all areas of work. For example, Assistant 1 is the only team member skilled to write search warrants (95 so far this year) and is more heavily involved in non-compliant vacant property cases and rental housing intervention due to police action. Assistant 2 does scheduled rental and vacant housing inspections, while Assistant 3 does scheduled rental inspections and handles the bulk of vegetation complaints. Assistant 4 works part time almost exclusively doing rental housing inspections. All of the Assistants also do general code enforcement.

As discussed, we plan to expand the rental housing program to include apartments and rented mobile home units. Alex predicts we will need one, or possibly two additional Assistants to service the program expansion which will in turn require more supervision and training. We plan to bring this proposal to the Board of Trustees for consideration within a few months and so it makes sense to prepare by filling the Administrator position in January.

CHARTER TOWNSHIP OF YPSILANTI

Salary Recommendation

There is a significant gap between the 2016 Assistant hourly rates and the 2016 Administrator salary, and the current Administrator has 17 years seniority in the position. You will recall that three years ago we replaced a retiring Administrator with the newly created Assistant position at a lower pay rate designed to save money. There is no salary range or seniority incentive for the Administrator position within the framework of the Teamster contract; therefore I am recommending a salary schedule for this position based on the totality of circumstances.

After reviewing the scheduled increases for 2016-17 for existing Teamster positions in both job classifications and considering the relative seniority of our existing pool of Assistants, I am recommending a starting salary of \$46,000 with scheduled \$1,500 increases at six and twelve month intervals contingent upon satisfactorily completing a probationary period.

This recommendation will cover through the end of 2017 and coincides with the expiration of the current Teamster agreement, so it will not require further salary negotiation until the contract expires.

I would like to bring this proposal to the Board of Trustees for consideration at its December 15, 2015 regular meeting. Thank you for your time and expertise working through this process.

2016 LIST OF CONTRACTUAL VENDORS ANNUAL LIST OF CONTRACTS AND RENEWALS

VENDOR/FIRM	DESCRIPTION
360 Service	Printing & mailing assessment notices & Pers. Prop.
Abby Door	Garage Doors
Adobe	Creative Cloud Subscription
A.F. Smith	Electrical Work
Air Source One	Breathing Air Compressor Maintenance
Alienvault	Network IDS Systems
Alternative Computer Technology, Inc.	Sophos Computer Security Software
Ann Arbor Audio	Board Room Sound System
Ann Arbor SPARK Dues	
Ann Arbor SPARK East Dues	
APEX	Assessing Drawing Software
Apollo Fire Equipment	
ASAP	DOT Random Screens
ASC	
ASCAP	Phone Music
Ascend	Health Care Agent
AT&T	Voice/Data Communication Services
Automatic Irrigation Supply	Green Oaks Irrigation System – Rain Bird
Badger	Chipper Parts
Bandit	Chipper Parts
Barr Engineering	Hydro Station
B & C Painting	Paint and Graffiti Removal
Bell Tire	MI Deals Goodyear Dealer
Biddle Consulting Group	OPAC HR Testing Software
Blue Cross/Blue Shield of Michigan	Employee Health Care
Bresser's	
BS&A	Government Software Apps
Budget Towing	Vehicle Towing
Butzel & Long	
Carter & Burgess	Structural Engineer
CDWG	Microsoft Enterprise Agreement
Centron Data Services	Printing & mailing assessment notices & Personal Property
Choice Strategies	Employee Medical/Dependent Reimbursement – Benny Card
Cincinnati Time	Time Clocks
Cintas	First Aid Supplies
Clear Rate Communications	Telephone Service
Code42	Online Backup Services
Comcast	Internet Services
Conference of Western Wayne Firefighter Testing Program	Firefighter Testing Program
Conti	Cameras/Video
Controlled Power	U.P.S. (Uninterruptible Power Supply) Maintenance, Fire Dept.
Delta Dental	Employee Dental Services
DTE Energy	Generator Maintenance
D J Conneley	Boiler Maintenance
Doan Construction	Sidewalk Repair Contractor and Engineer
Ed's Garage	Vehicle Repair
Election Systems & Software (ES&S)	Tabulator and AutoMark Maintenance Contract
Elsitech.com	Remote ScreenShare
ESRI	GIS Software Maintenance
Fiber Link Inc.	Miss Dig Management
Fire Findings	
Fotolia.com	Stock Images
Gabriel Roeder Smith & Company	Actuary Company
Garan Lucow	
GCSI	Lobbyist Firm
GFI Software	Patch Management Software
Godaddy.com	Web Server SSL Certs
GolfNow	Golf Course Management Software
Google	Google Apps
Governmental Business Systems	Election Equipment & Supplies
Governor Computer	Printer Repairs

2015 Annual Contracts and Renewals

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VENDOR/FIRM

DESCRIPTION

Grainger	Industrial Equipment
Guardian Alarm	Security Alarm & Door Access System
Hastings Air Energy Control	Plymovent System Preventive Maintenance, Fire Dept.
Honeywell	HVAC – RSD
Hootsuite	Social Media Manager Services
Huron River Watershed Council Dues	
Huron Valley Cabling	Structured Network Wiring
Int. Assoc. of Arson Invest	
Imperva	Webserver Application Firewall
International Code Council	State Building Code Books/Software
Intern. Fire Chief's Assoc.	
Konica-Albin	Copier Maintenance
Langworthy, Strader & LeBlanc	
Linode	Township Web Host
Lighting Supply	Bulbs, Ballasts, Lighting Supplies
Logisoft	Sophos Software/Firewall Software
Looking Good Lawns	Ordinance Mowing
MAP (Michigan Ability Partners)	Roadside Cleanup
Maps by Wagner	Police/Fire/Elections/Residential Services Maps
Marketplace Solutions of Ohio, Inc.	
Margolis Nursery	Trees and Landscaping
MASA	Softball purchase for adult programs at Rec. Dept.
McLain & Winters	Township Attorneys
Meals on Wheels	
Medtronic/Physio-Control	
Merit.edu	Zimbra Maintenance
Michigan Assessor Association	Dues for Assessor Office
MI Association of Fire Chiefs	
MiGMIS	Michigan Governmental IT Professionals
Michigan Association of Planning (MAP)	C.E.D. training, reference etc.
Michigan Fire Inspector's Society	
Michigan Fireman's Association	
Michigan Municipal League	Insurance
(MRPA)Michigan Recreation & Park Assoc.	Per Art S.
Michigan Township Association Dues	Clerk's Office
Microsoft	Microsoft Licensing
Miracle Midwest	Playscape Equipment for Specific Parks
Monitis.com	External Network Monitoring
Munetrix	Web support – Dashboard & Citizen's Guide
National Fire Protection Association	
Niswander LLC	
O'Bryan's Lock & Key	Locksmith
OHM Engineering	
Parkway Services	Port-A-John Rental
Parson's Brinkerhoff	
Pitney Bowes	Postage Machine
Play Enviro	Playscape Equipment for Specific Parks
Playworld Midstates	Playscape Equipment for Specific Parks
PSLZ	Auditors/David Williamson CPA
Printing Systems	Election Supplies
Professional Tree Service	Tree Removal
QPS Printing	
Q-Star Technology	Flash Cam Maintenance
Ricoh	Printer Services
SEMCOG	
SE Michigan Fire Chief's Assoc	UPS Maintenance
Schneider Electric	Agreement with Washtenaw County for Senior Nutrition Program
Senior Nutrition Lease	Playscape Equipment for Specific Parks
Sinclair Recreation, LLC-Gametime	Ball and Soccer Paint Supplies, Ice Melt
SiteOne	Fire Extinguisher Inspections/Maintenance
Spears Fire & Safety	Systems Log Management
Spectorsoft	Engineers/Surveyors/Planners
Spicer Group	Pagers
Spok	Life/Disability Insurance
Standard Insurance	

2015 Annual Contracts and Renewals

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VENDOR/FIRM

DESCRIPTION

Stantec	Hydro Dam Maintenance
State of Michigan	MiDeal
Stormwater Management Services, LLC	
Superior Diesel	Chipper Engine Parts
Tetra Tech	Environmental Services
Thomson Reuters	Fixed Assets Software
Total Fitness	
Ulliance	Employee Assistance Program (EPA)
Valentine Tree Service	Tree Service
Verizon	Mobile Phones
Vermont Systems	RecTrac Software Support
V & J Cement Contractors	Concrete and Manhole Renovation
VMWare	Server Virtualization Software
Vision Service Plans (VSP)	Vision Insurance
Washtenaw Area Transportation Study Dues	
Washtenaw County CED -	Senior Nutrition Program
Washtenaw County Mutual Aid	
Washtenaw County Road Commission	Purchase of Salt & Grading
Washtenaw County Treasurer	Sheriff Services
Washtenaw Urgent Care	Pre-employment Drug Screen/DOT Screens
Waste Management	Trash Haulers
Western Wayne County Mutual Aid	
West Shore	Maintenance of Outdoor Sirens
Windstream	Telephone Service
W.J. O'Neil	Mechanical
YCUA	Lift Stations, Vehicle and Equipment Repair
Ypsilanti Area Chamber of Commerce	
Ypsilanti City DPW	Road Salt
Zoho Corp	Network Monitoring/Request Racking Systems

CHARTER TOWNSHIP OF YPSILANTI
2016 Board and Commissions Appointments and Re-Appointments

Resolution No. 2015-52

REAPPOINTMENTS

<u>Building Authority</u> Wilbanks, Ambrose	<u>Term</u> 6 Years	<u>Expiration Date</u> 12/31/2021
<u>Ypsilanti Community Utilities Authority</u> Jason, Keith	<u>Term</u> 3 Years	<u>Expiration Date</u> 12/31/2018

APPOINTMENTS

<u>Board of Review</u> Peterson, Gloria (to fill vacancy) Kraycir, Marsha (Alternate, to fill vacancy)	<u>Term</u> 1 Year 1 Year	<u>Expiration Date</u> 12/31/2016 12/31/2016
<u>Local Development Finance Authority</u> McLain, Dennis Samon, Angela	<u>Term</u> 4 Years 4 Years	<u>Expiration Date</u> 12/31/2019 12/31/2019
<u>Planning Commission</u> Jones, Brandon	<u>Term</u> 3 Years	<u>Expiration Date</u> 12/31/2018
<u>Zoning Board of Appeals</u> Graham, Robert Kraycir, Marsha (Alternate, to fill vacancy)	<u>Term</u> 3 Years 2 Years	<u>Expiration Date</u> 12/31/2018 12/31/2017

OTHER BUSINESS

AUTHORIZATIONS AND BIDS

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



**Green Oaks
Golf Course**

1775 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 485-0881
Fax: (734) 485-1992

Charter Township of Ypsilanti

From: Director of Golf, Justin Blair, PGA
Date: 11/6/15
Subject: Request authorization to award the low bid to Spartan Distributors for the leasing of new golf carts for the 2016 – 2020 Golf Season.

Currently the golf course operates with only 55 golf carts and coming into the final year on their lease most have seen better days. Most public golf courses operate with a minimum of 65 -85 golf carts within their fleet. The reasoning behind that 65-85 number is that the golf course based on the amount of play it gets needs enough golf carts to continue to sell tee times for 4 -4.5 hours until the first carts can make it all the way around the course and then be sent back out.

On numerous occasions the golf course has been forced to close the tee sheet due to the fact that all the carts are out and would not be back in time to accommodate later tee times. The insufficient number of golf carts have caused the golf course to have to change to 10 minute tee time intervals when most courses run 8 minute intervals in order to sell an additional 3 tee times each hour of operation.

Adding newer golf carts to the golf course fleet will increase the overall condition and experience at the golf course for our customers. By adding this value, it will bring more players and more revenue to the course. We will be able to run more events and utilize a more aggressive tee time management approach.

I was authorized by the Board to seek bids for the lease of golf carts at the August 18, 2015 Regular Meeting. We received bids from two prospective suppliers, Spartan Distributors and Club Car. I am recommending that the low bid be awarded to Spartan Distributors for the leasing of 68 TXT gas powered golf carts, for the amount of \$96.73 per cart, per month for a 60 month term. I also recommend the addition of the \$8.75 per golf cart service agreement in order to provide all regularly scheduled maintenance required on the golf carts. The previously mentioned recommendation is contingent on a delivery date of March 15, 2016 or sooner, and the buyout of the last 6 lease payments of the final term lease with the current lease holder. I am also recommending as part of the total lease that the 2016 Cushman Hauler 1200 Beverage cart is added in as part of the lease in the amount of \$318.63 per month for six months. The total per month payment including the 68 golf carts, beverage cart, and service agreement is \$7,500.02 that will be paid from March to October 2016 to 2020. This is budgeted in line item #584-584-000-757-003

Thank you for the time and consideration

Justin Blair, PGA
Director of Golf
Green Oaks Golf Course

Golf Cart Bid Proposal

Spartan Distributors/ EZGO

	Monthly payment per cart	Number of Carts	Total payment per month	Annual payment on carts	Total investment
3 - Year Term	\$ 120.23	68	\$ 8,175.64	\$ 49,053.84	\$ 147,161.52
Beverage Cart	\$ 484.43	1	\$ 484.43	\$ 2,906.58	\$ 8,719.74
Service agreement	\$ 8.75	69	\$ 603.75	\$ 3,622.50	\$ 10,867.50
Totals			\$ 9,263.82	\$ 55,582.92	\$ 166,748.76

(\$134.26 per cart average per month)

4 - Year Term	\$ 103.84	68	\$ 7,061.12	\$ 42,366.72	\$ 169,466.88
Beverage Cart	\$ 386.63	1	\$ 386.63	\$ 2,319.78	\$ 11,598.90
Service Agreement	\$ 8.75	69	\$ 603.75	\$ 3,622.50	\$ 14,490.00
Totals			\$ 8,051.50	\$ 48,309.00	\$ 195,555.78

(\$116.69) Per cart monthly

5 - Year	\$ 96.73	68	\$ 6,577.64	\$ 39,465.84	\$ 197,329.20
Beverage Cart	\$ 318.63	1	\$ 318.63	\$ 1,911.78	\$ 9,558.90
Service Agreement	\$ 8.75	69	\$ 603.75	\$ 3,622.50	\$ 18,112.50
Totals			\$ 7,500.02	\$ 45,000.12	\$ 225,000.60

(108.69) Per cart per per month

Club Car

3 - Year Term	\$ 130.69	68	\$ 8,886.92	\$ 53,321.52	\$ 159,964.56
Beverage Cart	\$ 130.69	1	\$ 130.69	\$ 784.14	\$ 2,352.42
Service Agreement	\$ 17.50	69	\$ 1,207.50	\$ 7,245.00	\$ 21,735.00
Totals			\$ 10,225.11	\$ 61,350.66	\$ 184,051.98

(\$148.19 Per month per cart)

4 - Year Term	\$ 111.02	68	\$ 7,549.36	\$ 45,296.16	\$ 181,184.64
Beverage Cart	\$ 111.02	1	\$ 111.02	\$ 666.12	\$ 2,664.48
Service Agreement	\$ 17.50	69	\$ 1,207.50	\$ 7,245.00	\$ 28,980.00
Totals			\$ 8,867.88	\$ 53,207.28	\$ 212,829.12

(\$128.52 per cart per month)

5 - Year Term	\$ 102.01	68	\$ 6,936.68	\$ 41,620.08	\$ 208,100.40
Beverage Cart	\$ 111.02	1	\$ 111.02	\$ 666.12	\$ 3,330.60
Service Agreement	\$ 17.50	69	\$ 1,207.50	\$ 7,245.00	\$ 36,225.00
Totals			\$ 8,255.20	\$ 49,531.20	\$ 247,656.00

(\$119.64 per cart per month)



487 W. Division Street
P.O. Box 246
Sparta, MI 49345
616.887.7301
Fax: 616.887.6288

1050 Opdyke Road
Auburn Hills, MI 48326
248.272.8800
Fax: 248.373.8899

Golf Car Bid To Township of Ypsilanti

68 – 2016 EZGO TXT Gasoline, Green or Ivory

Includes: Canopy, Sweater Basket, Bagwell Liner and Number Decals (2)

3 Year Lease - *\$120.23 Per Car Per Month, May through October, 2016 – 2018, 18 Total Payments

4 Year Lease - *\$103.84 Per Car Per Month, May through October, 2016 – 2019, 24 Total Payments

5 Year Lease - * \$96.73 Per Car Per Month, May through October, 2016 – 2020, 30 Total Payments

1 – 2016 Cushman Hauler 1200 Gasoline with Portable Insert

Includes: Canopy, Full Windshield and Portable Refreshment Insert

3 Year Lease - *\$484.43 Per Car Per Month, May through October, 2016 – 2018, 18 Total Payments

4 Year Lease - *\$386.63 Per Car Per Month, May through October, 2016 – 2019, 24 Total Payments

5 Year Lease - *\$318.63 Per Car Per Month, May through October, 2016 – 2020, 30 Total Payments

Add *\$8.75 Per Car Per Month for Full Maintenance Agreement to include: Weekly service visit during the golf season, annual oil and filter changes. Any repairs made due to customer abuse or neglect will be invoiced to Green Oaks Golf Course.

*FMV Lease to be signed with PNC Bank. Any Applicable Taxes Not Included.

Delivery March 15, 2016

A Check for \$33,023.10 will be issued to the Township of Ypsilanti within 10 business days after delivery to pay off the remaining 6 lease payment in 2016.

Limited Warranty Terms and Conditions - RXV and TXT Fleet Vehicles

The E-Z-GO Division of Textron Inc. ("Company") provides that any new Model Year 2016 E-Z-GO RXV Fleet and TXT Fleet gasoline or electric vehicle (the "Vehicles") and/or battery charger purchased from E-Z-GO, an E-Z-GO affiliate, or an authorized E-Z-GO dealer or distributor, or leased from a leasing company approved by E-Z-GO, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to E-Z-GO no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 years
MAJOR ELECTRONICS – Electric motor, solid state speed controller and battery charger	4 years
DEEP CYCLE BATTERY – TXT ELECTRIC MODELS: <ul style="list-style-type: none"> • Standard Battery • Standard Battery with optional water fill system 	Earlier of 4 years or 23,500 amp hours* Earlier of 4 years or 25,000 amp hours*
DEEP CYCLE BATTERY – RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
SEATS - Seat bottom, seat back and hip restraints	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
POWERTRAIN – Gasoline engine, gasoline axle, engine air intake and exhaust system	4 years
POWERTRAIN – Electric axle	3 years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, starter generator, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO, and all components not specified elsewhere	2 years
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

The Warranty Period for all parts and components of the Vehicle other than Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Deep Cycle Batteries shall commence on the earliest of the date: (a) of Vehicle delivery to the Purchaser's location, (b) on which the Vehicle is placed in Purchaser-requested storage or (c) that is one (1) year from the date of sale or lease of the Vehicle by E-Z-GO to an authorized E-Z-GO dealer or distributor. Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically EXCLUDED from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF E-Z-GO IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers or uses extension cords with battery chargers;
- is fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond E-Z-GO specifications;
- shows indications it has been altered or modified in any way from E-Z-GO specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline powered Vehicle without installation of a heavy duty 12V battery; or
- is equipped with non-standard tires not approved by Company.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM, OR WRITE TO E-Z-GO DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

E-Z-GO P/N 623505G16

USE OF NON-APPROVED E-Z-GO PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY E-Z-GO, OR WHICH WERE NOT INSTALLED BY E-Z-GO, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If E-Z-GO elects to repair or replace a defective part, E-Z-GO may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of E-Z-GO. This exclusive remedy will not be deemed to have failed of its essential purpose so long as E-Z-GO has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL E-Z-GO BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT E-Z-GO WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. E-Z-GO DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- The amp hour Warranty Period for electric Vehicle batteries is as recorded by the Vehicle's controller.
- To be eligible for this limited battery warranty, the warranty must be activated within forty-five (45) days of delivery of the Vehicle at the following web site - <http://ezgo.smartmanual.biz>. Failure to do so will void the battery warranty. A Purchaser who is unable to log onto the web site should call or write the E-Z-GO Customer Care /Warranty Department using the contact information below or Purchaser's local dealer or distributor within forty-five (45) days of delivery of the Vehicle.
- Claims for battery warranty replacement require specific testing, as specified by the E-Z-GO Customer Care / Warranty Department. E-Z-GO, or an authorized E-Z-GO dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF AN E-Z-GO APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- Electric Vehicle storage facilities must provide the following:
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - five (5) air exchanges per hour in the charging facility;
 - if the facility utilizes an electrical energy management system, the timer must be set to have available fourteen (14) hours of electricity; and
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER E-Z-GO RIGHTS:

- E-Z-GO may perform semi-annual vehicle inspections (directly or through assigned E-Z-GO representatives) through the term of any fleet lease.
- E-Z-GO may improve, modify or change the design of any E-Z-GO vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- E-Z-GO may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by E-Z-GO representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- **THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.**

AUTHORITY: No E-Z-GO employee, dealer, distributor or representative, or any other person, has any authority to bind E-Z-GO beyond the terms of this Limited Warranty without the express written approval of the E-Z-GO Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided separately with the Vehicle.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM, OR WRITE TO E-Z-GO DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

E-Z-GO P/N 623505G16



GOLF CAR SERVICE AGREEMENT

Spartan Distributors Inc (hereinafter referred to as the Vendor) with an address at 1050 Opdyke Rd, Auburn Hills, MI 48326 and Green Oaks Golf Course (herein after referred to as the Course) with an address at _____ to the following terms and conditions of this agreement dated _____

TERM - This agreement shall be for a term of _____ commencing from _____ and shall expire _____.

PAYMENT - For valuable consideration received and hereby acknowledged by both parties the Club agrees to remit to the Vendor _____ Said payment to be remitted by the Club within 10 days of invoice to the Vendor's address as listed herein.

UNITS - The Vendor hereby agrees to maintain _____ in good repair and operating condition subject to the terms and conditions of this agreement.

UNIT LOCATION - It is hereby agreed by both parties that the units shall be located exclusively at _____ and that The Vendor shall endeavor to perform seasonal service on the units at this location. Vendor reserves the right to transport the units to an outside location if major repairs are required.

SERVICE SCHEDULE - The Vendor agrees to service and maintain the units herein subject to the terms of this agreement on a _____ or during all the months the Club normally operates the units. Spartan Authorized Service Technician will WEEKLY 1) Check and water batteries on a weekly schedule, inspect wiring and apply corrosive protectant as needed 2) Complete all warranty repairs 3) Maintain tire pressure and repair and/or replace any components due to normal wear and tear such as tires, seats and brake components. MONTHLY - 1) Perform all lubrications necessary per Manufacturer's instructions 2) Perform all adjustments recommended per Manufacturer instructions. OFF SEASON - 1) to re-set chargers one day a month December - March and inspect fleet and chargers to ensure normal operation in winter months. Spartan Distributors will return following day to unplug chargers after ensuring each car has a full charge

CLUB'S MAINTENANCE RESPONSIBILITIES - The Club agrees at the Club's sole cost and expense to (a) on a daily basis to charge, store and secure units and maintain vehicles except for normal wear and tear during months March-November of the contract; (b) on a daily basis to wash and clean cars (c) On a daily basis to identify needed repairs so Spartan Service Technician can perform such repairs during the weekly visit

VENDOR'S MAINTENANCE RESPONSIBILITIES - Subject to the terms and conditions of this agreement the Vendor agrees to keep all units herein in good repair and operating condition, doing so with reasonable dispatch, and to replace with new parts any badly worn or broken parts. The Vendor will repair or replace all accessories and components of the vehicles as may detract from their cosmetic condition or appearance for cars of comparable age, under normal conditions, subject to expected wear and tear. The Vendor further agrees to provide replacement batteries and tires as required due to normal wear and tear.

DAMAGE - It is expressly agreed to by the Club that the Vendor shall not be responsible herein for performing repairs caused by or due to abuse, vandalism, accident, negligence, acts of God, or failure by the Club to perform the Club's maintenance responsibilities stated herein.

PARTS DISPOSITION - It is expressly agreed to by the Club that the Vendor shall retain title to and shall retain for the Vendor's use or disposition all parts and batteries replaced under this agreement.

VENDOR'S PERSONNEL - Vendor warrants that Vendor's service personnel will be qualified golf car mechanics. The Vendor shall maintain workman's compensation coverage on its employees.

WARRANTY - The Club hereby agrees to and acknowledges that the standard E-Z-GO new car and the battery manufacturer's warranties remain in effect but that the Club shall not receive any monthly reduction in monthly payments listed herein for any warranty work provided or arranged by the Vendor under this agreement.

ASSIGNMENT - This agreement may be assigned by mutual consent. No such assignment shall relieve the assignee, the Club, or the Vendor from any obligation of either party hereunder.

DEFAULT - The Vendor shall have the right to terminate this agreement for reasons of default, non-payment, insolvency, or bankruptcy. The Club shall not be relieved of liability of past due payments in the event of such circumstances.

SPECIAL SERVICE CONDITIONS -- The Vendor further agrees to the following conditions:
Off site winter service not to include abuse.

ENTIRE AGREEMENT - The parties agree that this instrument constitutes the entire agreement between the parties and that no verbal understanding not incorporated in this document is conceded as binding upon either party. Both parties covenant to fulfill the obligations imposed upon them and waive any specific states rights laws which might allow them to evade their respective responsibilities.

In witness whereof, the parties hereto, authorize their proper officers to execute this agreement on the day and year first written above.

Spartan Distributors Inc.

In the Presence of:

BY: _____

TITLE: _____

In the Presence of:

BY: _____

TITLE: _____

Proposal is Designed
Especially for:

Green Oaks Golf Course



10/26/2015

By
Donny Fisher
Territory Sales Manager
Midwest Golf and Turf
Phone: 248.349.4100
Cell: 810.623.1503
Fax: 248.349.0406
www.midwestgt.com



MIDWEST
GOLF & TURF





Precedent EFI Gasoline Options

To: Green Oaks Golf Course

Date: 10/26/2015

Quantity	Description	Per Unit	Extension
68	2016 Precedent i2 EFI Gasoline Golf Cars To Be Equipped as Follows: Color – White Monsoon Canopy Top Color – Black Seats - White Sweater Basket Number Decals (TBD) (Set of 2) FlexiDrink Cup Holders (Set of 2) Power Ribbed Tires (Set of 4) Precedent Wheel Covers (Set of 4) Freight and Installation Trade-Ins: All trade-ins must be intact and accessorized as when purchased (normal wear and tear excepted), free of liens and encumbrances, and in fleet running condition. All trade-ins must also have one working charger per car.	See Lease Page	See Lease Page
Terms	F.O.B.	Approx. Delivery Date	Shipped Via
Lease	Ypsilanti, MI	12/15/2015	Club Car Truck

All credit terms must be approved by Midwest Golf & Turf prior to delivery. Customer to submit required credit information for credit approval. The above proposal is firm for 30 days and is based on today's interest rate. After 30 days should vehicle prices or interest rates fluctuate, this rate will be adjusted accordingly. This is an offer to sell the above-described products at the prices indicated by Midwest Golf & Turf, LLC and, upon acceptance by the indicated buyer, will become a binding contract of sale.

Accepted By:

Green Oaks Golf Course

Midwest Golf & Turf

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Terms and Conditions For Returning Vehicles or Trade-Ins

Green Oaks Golf Course agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

- 1.) All cars must be free of all liens and encumbrances.
- 2.) All cars must be capable of running at least 9 holes of golf.
- 3.) All cars must be the same quantity and year model as originally evaluated.
- 4.) All cars must be clean, and free of trash, scorecards, pencils, tees, etc..
- 5.) All cars must have a working charger.
- 6.) All cars must have four serviceable tires that retain proper air pressure.
- 7.) All cars must steer properly in all directions.
- 8.) All batteries must be free of corrosion, and properly filled with water.

If any of the above conditions are not met by Green Oaks Golf Course, Midwest Golf & Turf reserves the right to withhold any and all **Special Considerations** stated in this agreement.

Furthermore, Green Oaks Golf Course agrees to pay the following charges if the below conditions are found upon Midwest Golf & Turf's inspection of the returned cars:

- 1.) Severely Damaged or Missing Chargers - \$350.00 per charger
- 2.) Inoperable Cars - \$200.00 per car
- 3.) Minor Damage (Damage to Bodies, Bumpers or Seats)- \$350.00 per car
- 4.) Major Damage (Frame Damage, Wrecked Cars, Etc.) - \$700.00 per car

Accepted By:

Green Oaks Golf Course

Midwest Golf & Turf

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Skip Payment

To: Green Oaks Golf Course

Date: 10/26/2015

Midwest Golf & Turf's third party lending source proposes to lease to Green Oaks Golf Course 68 new 2016 EFI Gas powered golf cars equipped as stated on the quotation page. The lease rates are quoted herein and are subject to our third party lending source's normal credit approval. Michigan sales tax is not included.

Skip Payments
(May - October)

Vehicles	Quantity	Term	Per Car Payment Per Month
Option 1 2016 Precedent EFI	68	36 Months	\$130.69**
Vehicles	Quantity	Term	Per Car Payment Per Month
Option 2 2016 Precedent EFI	68	48 Months	\$111.02**
Vehicles	Quantity	Term	Per Car Payment Per Month
Option 3 2016 Precedent EFI	68	60 Months	\$102.01**

**The rates quoted include the trade-in of Green Oaks Golf Course's present fleet of golf cars and the trade-in values have been applied to lower the monthly payments. All trade-ins must be free of all liens and encumbrances, and in fleet running condition. Cars used for purposes other than golf car rental, damaged due to misuse, abuse or vandalism, and cars with missing equipment (electric cars must have a working charger) will be adjusted in value accordingly.

The above proposal is firm for 30 days and is based on today's interest rate. After 30 days should vehicle prices or interest rates fluctuate, this rate will be adjusted accordingly.

Accepted By:

Green Oaks Golf Course

Midwest Golf & Turf

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Special Considerations

Midwest Golf & Turf includes the following with the lease of (68) 2016 Gas golf cars:

Midwest Golf & Turf will offer an option for a 2016 Carryall 500 Gas powered vehicle with a portable refreshment center, canopy and windshield to be leased at the same cost per month as the lease chosen for the golf cars.

Accepted By:

Green Oaks Golf Course

By: _____

Title: _____

Date: _____

Midwest Golf & Turf

By: _____

Title: _____

Date: _____



Replacement Parts and Service

Factory authorized replacement parts, service and warranty work is handled through Midwest Golf and Turf's authorized Dealer, Midwest Golf & Turf. It is Midwest Golf and Turf's objective that Green Oaks Golf Course's fleet will receive professional, timely and systematic service.

Club Car offers technical training seminars for Green Oaks Golf Course's employees involved with golf car operations. These seminars are held at Club Car's manufacturing facility in Augusta, Georgia, and are conducted by professional educators. Green Oaks Golf Course's employees will learn preventive maintenance and repair procedures to enhance Green Oaks Golf Course's fleet operations. They will also enjoy sharing ideas and experiences with golf club and resort personnel from all over the world.

Factory Authorized Dealer

Midwest Golf and Turf
Kent Heiden - President
800-555-8189
2111 Haggerty Rd
Commerce Twp. 48390

WARRANTIES

CLUB CAR® LIMITED WARRANTY FOR MODEL YEAR 2015 PRECEDENT VEHICLES WARRANTY

CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

	I2L	I2	V4
VEHICLE MAIN FRAME	LIMITED LIFETIME		
GASOLINE POWERTRAIN: Engine, transaxle, torque converter (drive and driven)	5	5	5
SUSPENSION: Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
MAJOR ELECTRONICS: Solid state speed controller and battery charger.	4	4	4
DEEP CYCLE BATTERY: 25,000 amp hours as recorded by the controller, or four years, whichever occurs first, for vehicles properly maintained using an authorized deionizer system. Otherwise, 20,000 amp hours or four years, whichever occurs first.	4	4	4
PEDAL GROUP: Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
SEATS: Seat bottom, seat back, and armrests.	4	4	4
CANOPY SYSTEM: Canopy, rear canopy supports, drainage system and structural accessory module (SAM).	4	4	4
ELECTRIC POWERTRAIN: Electric motor, transaxle and MCOR.	3	3	3
GASOLINE SYSTEMS: Air Intake system, exhaust system, and starter generator	3	3	3
BODY GROUP: Beauty panels and front and rear underbody.	3	3	3
ALL REMAINING COMPONENTS: Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

EXCLUSIONS

Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories (such as connecting any accessories to less than the full pack of batteries), installation of parts or accessories that are not original equipment including non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to the following conditions:

Warranties

1. Batteries

- 1.1. Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.
 - 1.2. Use of water in batteries, including tap water, that contains impurities. Distilled water or a properly maintained, Club Car approved battery water deionizer and filter system should be used to ensure water quality.
 - 1.3. Abuse such as overcharging, undercharging, improper fluid levels, loose wiring and fasteners, or rusted or corroded hardware.
 - 1.4. Use of energy management systems that do not allow a minimum of 12 hours of charge time to assure proper charging.
 - 1.5. Use of any accessories that do not draw power off the complete 48V pack.
 - 1.6. Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
 - 1.7. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
 - 1.8. A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle owner's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.
2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
 3. Damages caused by improper installation of the component.
 4. Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
 5. Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.
 6. Use of gasoline containing more than 10% ethanol.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

SOLE REMEDY

CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited

warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

DISCLAIMER

THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

NO CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE VEHICLE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

HOW TO MAKE A WARRANTY CLAIM

To make a warranty claim under this limited warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of amp hours (if applicable) to an authorized CLUB CAR dealer.

For warranty-related communication, contact Warranty Services, Club Car, 4125 Washington Rd., Evans, GA 30809, USA, 706.863.3000.

WARNING

Any modification or change to the vehicle that affects the electrical system, stability or handling of the vehicle, or increases maximum vehicle speed beyond factory specifications, could result in severe personal injury or death.



OHIO
10925 REED HARTMAN
SUITE 114
CINCINNATI, OH 45242
866.514.8873 PHONE
513.874.8843 FAX

INDIANA
1720 E. PLEASANT STREET
NOBLESVILLE, IN 46060
866.424.8873 PHONE
317.776.7897 FAX

MICHIGAN
2111 HAGGERTY ROAD
COMMERCE TWP, MI 48390
248-624-5155 PHONE
248-624-6562 FAX

October 26, 2015

Green Oaks Golf Course
1775 E. Clark Rd.
Ypsilanti, MI 48198

RE: Fleet Service Program Proposal

Thank you for the opportunity to provide this proposal to service Club Car vehicles at Green Oaks Golf Course. This proposal covers (68) 2016 Club Car gas powered golf cars and (1) gas powered utility vehicle.

SCHEDULED TASKS:

This program has been designed to provide preventative maintenance, general care and repairs on designated equipment. Tasks planned and scheduled provide long term care of equipment and improve the equipment operation over the life of the product. A qualified, Midwest Golf & Turf technician shall visit Green Oaks Golf Course on a weekly basis (during the golf season), at a designated time to complete routine maintenance which consists of motor and drive train repair, brake and steering service, and suspension repair. Additionally, annual preventative maintenance to include the following shall be performed on each vehicle.

Gas Powered Vehicles:

- Change (when needed)
 - Engine Oil
 - Oil Filter
 - Fuel Filter
 - Spark Plug
 - Air Filter
- Inspect and Adjust
 - Battery Electrolyte
 - Battery Hold down
 - Vent Lines
 - Ground Wires
 - Tire Pressure
- Lube Front End
- Check Charging System
- Inspect Starter Brushes
- Check operational function of:
 - Brakes
 - Parking Brake
 - Steering
 - Reverse Buzzer
 - Forward and Reverse



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248-624-6562 FAX

- Visually inspect and tighten loose hardware

PRICING

- Service Agreement - \$105 per vehicle, per year. Payable the first of the month, in six monthly payments, \$17.50 per car, per month (\$1,207.50 per month), April through September.
- Additional repairs outside the scope of this service agreement shall be provided at a reduced labor rate of \$72.25/hour (15% discount), and a 15% discount on parts. Estimates shall be provided at customer request.

Thank you again for the opportunity to service your Club Car vehicles!

Please sign below indicating your acceptance of this proposal.

Sincerely,

Donny Fisher

Proposal accepted by: _____

Date: _____

Print Name: _____