

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JULY 18, 2017 REGULAR MEETING**

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

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Jimmie Wilson Jr., Monica Ross-Williams

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

**A. 7:00PM-RESOLUTION 2017-17, CREATION OF SPECIAL
ASSESSMENT DISTRICT #209 TURTLE CREEK #**
(PUBLIC HEARING SET AT THE JUNE 20, 2017 REGULAR MEETING)

Supervisor Stumbo opened the Public Hearing at 7:02 p.m.

Mrs. Graham, 1483 Nash Ave. said she was representing her husband and asked what kind of light would be installed.

Clerk Lovejoy Roe explained the light would be installed on a wood pole with a six foot arm and the light would be an LED light. She also explained the location of the light would be on State and McCartney.

Supervisor Stumbo closed the Public Hearing at 7:05 p.m.

Trustee Ross Williams asked for clarification on the location of the light.

Clerk Lovejoy Roe said the location was on the expressway side of McCartney and she would ask DTE for clarification that her understanding of the map was correct.

Supervisor Stumbo suggested the board take action on the Resolution for the Creation of the Street Light District for Turtle Creek at the next board meeting after the location was verified.

Clerk Lovejoy Roe read into the record statements from residents for the Public Hearing for Turtle Creek #2: Ceola Robinson stating she was in favor of the lighting installation at State St./McCartney. Gyon Puckett opposing the light and the special assessment district. (See Attached)

No action was taken.

**B. 7:15PM-RESOLUTION 2017-18, CREATION OF SPECIAL ASSESSMENT
DISTRICT #210 FORD LAKE VILLAGE #2-2**
(PUBLIC HEARING SET AT THE JUNE 20, 2017 REGULAR MEETING)

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Dennis Drobeck, resident at 5496 Michael Dr. asked what type of light would be installed. Clerk Lovejoy Roe stated it would be exactly like the lights in the subdivision.

Mr. Drobeck asked if the light would be LED and Clerk Lovejoy Roe said the light would be high pressure sodium. She said all the lights would be switched to LED when DTE had grants to upgrade. She said many areas were upgraded to LED lighting and eventually the entire township would be upgraded.

Mr. Drobeck asked what prompted the light request. Clerk Lovejoy Roe answered a resident requested the light. Mr. Drobeck indicated he was President of the Ford Lake Village Homeowners Association for many years until June of this year. He said there were never complaints about lights. He said signs being out and speeding were common complaints but not lights. He indicated lighting was dimmer at the proposed location but there were no known police complaints at the location. He said he did not see the Township communicating with the Association Board. He said the Association Board was not consulted about the lighting request. He said he thought it was questionable to raise taxes based on the request of one resident.

Petula Brown, resident at 5624 High Ridge questioned the location of the proposed light and asked about the 142 parcels that were in the district. Clerk Lovejoy Roe said the Assessing Department determines what district a new light would be assigned to. Ms. Brown asked about the decision making process for the board regarding street light districts. Clerk Lovejoy Roe explained the two legal processes for creating streetlight districts. She said the Ford Lake Village Association could do a survey and analyze if more lights were desired in the subdivision to provide a more comprehensive approach to adding streetlights instead of individual requests.

Greg Geider, resident at 5734 Cary Drive said he had lived in the neighborhood for over 20 years and he said he thought the proposed light was unnecessary.

Delbert Walton, resident said there were lights in the area and did not think there was the need for another light.

Clerk Lovejoy Roe said she had received a telephone call from a resident, Janet Jefferson, Farm Lane, with questions and she reported that Ms. Jefferson said she did not have a problem with adding another light. Clerk Lovejoy Roe said she had received an email from Sue Farris, a resident indicating she was opposed to the new street light because she thought the entire subdivision of 205 parcels should share in the cost of the light. (Attached)

Supervisor Stumbo closed the Public Hearing at 7:21 p.m.

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TRUSTEE WILSON TO DENY RESOLUTION 2017-18, CREATION OF SPECIAL ASSESSMENT DISTRICT #210 FORD LAKE VILLAGE #2-2.

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Supervisor Stumbo apologized to the Ford Lake Village residents for not communicating to the Association, she assured them it would not happen again and she thanked the residents for coming out.

**WILSON YES DOE YES STUMBO YES LOVEJOY ROE YES
ROSS-WILLIAMS YES ELDRIDGE YES JARRELL ROE YES**

Motioned carried.

PUBLIC COMMENTS

John Luker, Member of Vietnam Veterans of America, Ypsilanti resident said he was at the meeting with Al Merritt, Director of Vietnam Veterans Memorial grounds maintenance and he requested Supervisor Stumbo to join him and Mr. Merritt in the front of the podium for a presentation. He read a proclamation from the Vietnam Veterans of America, Charles S. Kettles Chapter 310 that certified that the leader of the Vietnam Veterans Memorial Maintenance Team has awarded the VVA Outstanding Veterans Service Accommodation Medal to Supervisor Brenda Stumbo, Ypsilanti Township Board of Trustees for outstanding Veterans service for the care and maintenance of the memorial.

Supervisor Stumbo thanked the Veterans.

Ms. Kaiser, resident, thanked the Veterans for their service.

CONSENT AGENDA

- A. MINUTES OF THE JUNE 20, 2017 WORK SESSION AND REGULAR MEETING
- B. STATEMENTS AND CHECKS
 - 1. STATEMENTS AND CHECKS FOR JULY 4, 2017 IN THE AMOUNT OF \$1,377,768.83
 - 2. STATEMENTS AND CHECKS FOR JULY 18, 2017 IN THE AMOUNT OF \$185,965.08
 - 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JUNE 2017 IN THE AMOUNT OF \$37,509.06
 - 4. CHOICE HEALTH CARE ADMIN FEE FOR MAY 2017 IN THE AMOUNT OF \$1,215.00
- C. JUNE 2017 TREASURER'S REPORT

A MOTION WAS MADE BY TREASURER DOE, SUPPORTED BY CLERK LOVEJOY ROE TO APPROVE THE CONSENT AGENDA.

Motion carried unanimously.

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ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters announced that Judge Conners had padlocked 1645 Dorothy St. He thanked all the individuals involved in securing the padlock and improving the health and safety of township residents.

He also shared an update on township efforts to schedule a public educational forum regarding opioid deaths in our community working with the Washtenaw County Health Department, the Washtenaw County Sheriff's Department and the Supervisor. He said there was an effort to include the County Board of Commissioners in the forum planning efforts in an attempt to have opioid educational forums in several locations in the county.

Supervisor Stumbo stated there was a real need for education around opioids. She said prevention education was not available on this issue.

NEW BUSINESS

1. BUDGET AMENDMENT #10

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TRUSTEE WILSON TO APPROVE BUDGET AMENDMENT #10 WITH THE FUNDS FOR THE FORD LAKE VILLAGE STREETLIGHT REMOVED. (See Attached)

Motion carried unanimously.

2. REQUEST TO APPROVE FIRST AMENDMENT TO THE MASTER DEED OF THE MANORS AT CREEKSIDE VILLAGE PORTION OF PLANNED DEVELOPMENT #25

A MOTION WAS MADE BY TRUSTEE JARRELL ROE AND SUPPORTED BY TRUSTEE ROSS-WILLIAMS TO TABLE THE REQUEST TO APPROVE FIRST AMENDMENT TO THE MASTER DEED OF THE MANORS AT CREEKSIDE VILLAGE PORTION OF PLANNED DEVELOPMENT #25.

**JARRELL ROE YES ELDRIDGE YES ROSS-WILLIAMS YES
LOVEJOY ROE YES STUMBO YES DOE YES WILSON YES**

Motion carried unanimously.

3. REQUEST TO APPROVE PROFESSIONAL SERVICE RATES FOR FISCAL YEARS 2017 TO 2021 FOR FINANCIAL AUDITING PERFORMED BY PSLZ, LLP

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TREASURER DOE TO APPROVE PROFESSIONAL SERVICE RATES FOR

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**FISCAL YEARS 2017 - 2021 FOR FINANCIAL AUDITING PERFORMED BY
PSLZ, LLP**

Motion carried unanimously.

- 4. REQUEST FOR APPROVAL OF ACCESS AGREEMENT WITH THE AMERICAN CENTER FOR MOBILITY (ACM), WILLOW RUN ARESENAL OF DEMOCRACY LANDHOLDINGS LIMITED PARTNERSHIP (WRAD) AND YPSILANTI TOWNSHIP FOR ACCESS TO TYLER POND FOR TESTING PURSUANT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT DATED NOVEMBER 4, 2016**

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TREASURER DOE TO APPROVE THE ACCESS AGREEMENT WITH THE AMERICAN CENTER FOR MOBILITY (ACM), WILLOW RUN ARESENAL OF DEMOCRACY LANDHOLDINGS LIMITED PARTNERSHIP (WRAD) AND YPSILANTI TOWNSHIP FOR ACCESS TO TYLER POND FOR TESTING PURSUANT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT DATED NOVEMBER 4, 2016. (See Attached)

Motion carried unanimously.

- 5. REQUEST TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE REGENTS OF THE UNIVERSITY OF MICHIGAN ON BEHALF OF ITS ECONOMIC GROWTH INSTITUTE DEFENSE MANUFACTURING ASSISTANCE PROGRAM (DMAP) AND YPSILANTI TOWNSHIP**

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TRUSTEE ROSS-WILLIAMS TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE REGENTS OF THE UNIVERSITY OF MICHIGAN ON BEHALF OF ITS ECONOMIC GROWTH INSTITUTE DEFENSE MANUFACTURING ASSISTANCE PROGRAM (DMAP) AND YPSILANTI TOWNSHIP (See Attached)

Trustee Jarrell Roe indicated that she had questions about the MOU, Section D-Line 3, and she reported that she had discussed with Attorney Winters the language about disclosure. Attorney Winters provided clarification regarding language in the Memorandum requiring the sharing of documents that Trustee Jarrell Roe had concerns about. Trustee Jarrell Roe said she was excited about this program and was glad the University of Michigan Regents were supporting it.

Trustee Ross-Williams indicated her support and enthusiasm about the program coming to Ypsilanti Township.

Motion carried unanimously.

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6. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE LETTER OF AGREEMENT THAT CREATES SUMMER YOUTH EMPLOYMENT OPPORTUNITIES IN THE AMOUNT OF \$25,000 BUDGETED IN LINE ITEM #266-301-000-831-005

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TREASURER DOE TO APPROVE THE REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE LETTER OF AGREEMENT THAT CREATES SUMMER YOUTH EMPLOYMENT OPPORTUNITIES IN THE AMOUNT OF \$25,000 BUDGETED IN LINE ITEM #266-301-000-831-005. (See Attached)

Mr. Radzik indicated it was the 2nd year for the program. He explained the program was to employ Ypsilanti Township at risk youth and provide leadership training in a mentorship relationship for youth.

Trustee Wilson expressed appreciation for the program and the hiring of at risk township young people. He questioned the start date of the contract.

Mr. Radzik indicated Washtenaw County was late in sending the contract to township even though the funding was budgeted.

Trustee Ross-Williams questioned the expenditures listed on the budget.

Mr. Radzik indicated he would get a breakdown of the costs listed for clarification. He said last year all the expenditures listed were not spent.

Trustee Eldridge questioned if the youth would be assigned to all areas of the Township. Mr. Radzik indicated they would go where the township requested based on the need and complaints from residents.

Clerk Lovejoy Roe shared with the board that the Township's \$25,000 was matched by the University of Michigan providing 8 additional youth with training and leadership skills focused on increasing the ability of high risk youth to be successful.

Motion carried unanimously.

7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE THE NATURAL GAS SUPPLY AGREEMENT WITH CONSTELLATION FOR DISTRIBUTION OF NATURAL GAS TO ALL TOWNSHIP BUILDINGS

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TREASURER DOE TO APPROVE THE REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO APPROVE THE NATURAL GAS SUPPLY GAS AGREEMENT WITH CONSTELLATION FOR DISTRIBUTION OF NATURAL GAS TO ALL TOWNSHIP BUILDINGS PENDING ATTORNEY REVIEW OF THE CONTRACT.

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Jeff Allen introduced Tracy Genaw from Constellation. He shared that Constellation bid on the contract to distribute gas after the merger of Mich Con and DTE. Mr. Allen said a condition of the merger required a competitor on the distribution side. He said the Township would save over 35%-38% on the distribution costs. He said the agreement would provide a guaranteed 15% reduction in the distribution rate from the current DTE rates. Mr. Allen said all the extra charges for fees by DTE were eliminated and that was where the savings were found. He said the township would still purchase gas from DTE.

Tracy Genaw, shared that she was the Regional Sales Manager with Constellation Energy for the State of Michigan.

Supervisor Stumbo asked Ms. Genaw to share the other organizations that had contracts with Constellation Energy.

Ms. Genaw indicated Constellation had agreements with the University of Michigan, City of Inkster, City of Ann Arbor and the Detroit Public Schools along with others. She said they entered an agreement with DTE in 2001 to distribute gas. She said their distribution was regulated by the Federal Trade Commission. Ms. Genaw said Constellation was able to provide discounted rates for distribution and Constellation was the only company that was allowed to distribute gas and that Constellation had been distributing under these agreements for over 16 years. She also said YCUA was a customer of Constellation.

Supervisor Stumbo asked how can rates be increased and if there was an opt out clause.

Ms. Genaw said the contract allows for opting out if the township is not satisfied at the end of the contract. She said the only time Constellation was allowed to increase rates is if DTE is allowed to increase their distribution rates by the Public Service Commission. She said that the savings percentage would still be the same. She said Constellation can only increase distribution rates when the Public Service Commission allows DTE to increase distribution rates.

Supervisor Stumbo asked about emergency situations and if residents would call Constellation. Ms. Genaw said residents would still call DTE in an emergency. Ms. Genaw said DTE still owns the lines.

Supervisor Stumbo asked about the length of the agreement and Ms. Genaw said that most organizations go with a 2-3 year agreement but it could be longer if the township wanted to lock in the rates longer.

Trustee Jarrell Roe asked where the price changes and the guaranteed savings to the township were located in the agreement. She said she did not find the language where the cost savings are guaranteed.

Ms. Genaw said the rates and increases were located in the rider and that Constellation's changes would be proportional to DTE's approved rates

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guaranteeing the 15% reduction in rates from DTE's distribution rates. She said the agreement allowed for an increase if DTE increased their distribution rates and she said Constellation would notify the township if there was an increase.

Trustee Ross-Williams asked if this was the same situation that was offered to residential customers where they can buy gas from a different company than DTE.

Ms. Genaw said it was somewhat the same but for the residents it was a commodity choice and for the township it was a distribution choice so it is different with Constellation.

Trustee Ross-Williams asked where the language was for the savings for the township.

Ms. Genaw said it was in all the extra fees that DTE charges and Constellation does not charge. She said Constellation guarantees a 15% reduction from DTE distribution rates but in the Township's case it results in a 35-38% savings and in some cases 46% in savings.

Clerk Lovejoy Roe asked who sets the rate for utilizing the DTE's distribution lines. Ms. Genaw said that rate was negotiated with DTE. She said the FTC oversees the rates for Constellation.

Attorney Winters said the agreement is an automatic renewal unless the township objects to it. He said it was a three year agreement that renews automatically for another 12 months unless someone objects to the renewal before the expiration of the contract.

Supervisor Stumbo said she did not know why the township would not approve the agreement since there was a \$15,000 a year savings but she would want approval of the agreement subject to the approval of the Attorney.

Trustee Eldridge asked about the indemnity clause, stating he had not seen that in township agreements before.

Attorney Winters said there was a lot of very detailed language in the contract and he would review it in detail before giving an opinion.

Trustee Ross-Williams said she was not comfortable voting for the agreement even though it was a savings to the township because she did not understand it all.

Clerk Lovejoy Roe and Treasurer Doe agreed to amend the motion adding that the contract approval was subject to Attorney review and approval.

Motion carried.

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8. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL TO ENTER INTO NEGOTIATIONS TO SELL TOWNSHIP OWNED PARCELS K-11-14-403-007(1548 EMERSON AVE.), K-11-14-403-008 (1501 EMERSON AVE.), K-11-14-404-002 (2136 STATE ST.)

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TREASURER DOE TO APPROVE THE REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL TO ENTER INTO NEGOTIATIONS TO SELL TOWNSHIP OWNED PARCELS K-11-403-007 (1548 EMERSON AVE.), K-11-403-008 (1501 EMERSON AVE.), K-11-14-404-002 (2136 STATE ST.).

Supervisor Stumbo expressed concern that perhaps due to the ACM development the property should not be sold because it may be more valuable than was proposed.

Clerk Lovejoy Roe said the zoning only allowed for single family residential development.

Treasurer Doe said that the lots were very small and the width to length requirements of township ordinances would require all lots to be purchased and combined to even build one house.

Supervisor Stumbo said the motion was for negotiations only and would be brought back to the board for approval after an agreement was reached.

Clerk Lovejoy Roe said it appears this started with the one owner's request to purchase a lot to build a garage and while Brian was preparing this sale he decided to try and sell the other two lots in this immediate area.

Treasurer Doe said Clerk Lovejoy Roe was correct. He said he talked with Brian and there was only one request and the other lot was only 20 feet wide and the owner was already using the property and had a fence on it.

Trustee Eldridge said the lots were larger than we had approved before.

Clerk Lovejoy Roe said the lots were only 40 ft. wide and the township ordinances do not allow building on 40 ft. lots.

Trustee Ross-Williams said she thought the price was too low.

Motion denied unanimously.

Clerk Lovejoy Roe made a motion to only sale the lot to the person that made the original request.

Supervisor Stumbo indicated the motion would be out of order and Clerk Lovejoy Roe said she did not agree and said that Robert's Rule of Order did

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allow a different motion. Supervisor Stumbo requested the board wait until more information was provided.

Clerk Lovejoy Roe withdrew the motion.

9. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL OF LETTER OF AGREEMENT FOR SALE OF PARCEL K-11-13-330-001 LOCATED ON STATE ST. TO JAMES BURNS IN THE AMOUNT OF \$800.00 PLUS CLOSING COSTS

Supervisor Stumbo said this property was of great concern in regards to appearance and cleanliness. She asked for clarification on what it means to be utilized for business purposes as outlined in Brian's memo.

Trustee Eldridge indicated that it appeared the business was already using the property.

Trustee Ross-Williams asked for clarification regarding the property location.

Clerk Lovejoy Roe explained where the property was located.

Trustee Jarrell Roe said she had no problem with considering selling this property but she said she wanted to understand how the price was determined.

Supervisor Stumbo said assessing usually does an assessment to determine the price. She said the property and the business was not maintained.

Trustee Eldridge asked if we can negotiate other language with conditions regarding the upkeep of the property as a part of the sale.

A MOTION WAS MADE BY TRUSTEE STAN ELDRIDGE AND SUPPORTED BY TREASURER DOE TO TABLE THE REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL OF LETTER OF AGREEMENT FOR SALE OF PARCEL K-11-13-330-001 LOCATED ON STATE ST. TO JAMES BURNS IN THE AMOUNT OF \$800.00 PLUS CLOSING COSTS UNTIL THE NEXT MEETING.

WILSON YES DOE YES STUMBO YES LOVEJOY ROE YES

ROSS-WILLIAMS YES ELDRIDGE YES JARRELL ROE YES

Motion carried unanimously.

10. REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR APPROVAL OF THE NASPO VALUEPOINT PARTICIPATION ADDENDUM FOR VERIZON WIRELESS

A MOTION BY TRUSTEE ELDRIDGE AND SUPPORTED BY JARRELL ROE TO APPROVE THE REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR APPROVAL OF THE NASPO VALUEPOINT PARTICIPATION ADDENDUM FOR VERIZON WIRELESS. (See Attached)

Travis McDugald, IS Director explained that Verizon has a variety of purchasing programs that Verizon bids on and has a lot of different plans. He said that Verizon indicated the best prices for plans are those purchased through a NASPO contract. He said to be able to purchase through NASPO and save money, the township must approve the addendum for the NASPO program.

Motion carried unanimously.

11. REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR APPROVAL OF THE MULTI-STATE INFORMATION SHARING AND ANALYSIS CENTER (MS-ISAC) MEMBER AGREEMENT

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY JARRELL ROE TO APPROVE THE REQUEST OF TRAVIS MCDUGALD, IS MANAGER FOR APPROVAL OF THE MULTI-STATE INFORMATION SHARING AND ANALYSIS CENTER (MS-ISAC) MEMBER AGREEMENT. (See Attached)

Travis McDugald explained that MS-ISAC was a department of Homeland Security program for information sharing regarding cyber attacks and cyber security. He said MS-ISAC offers assistance if needed. He said this agreement was for security purposes. He also said they offer information that is not readily available on cyber security and attacks.

Supervisor Stumbo thanked Mr. McDugald for his efforts in protecting township systems and Township information.

Motion carried unanimously.

12. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO PUBLICLY SELL FIVE (5) COPIERS AND TO DISPOSE OF ANY COPIERS THAT DO NOT SELL TO A LOCAL E-WASTE RECYCLER

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TRUSTEE ELDRIDGE TO APPROVE THE REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO PUBLICLY SELL FIVE (5) COPIERS AND TO DISPOSE OF ANY COPIERS THAT DO NOT SELL TO A LOCAL E-WASTE RECYCLER.

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Motion carried unanimously.

- 13. REQUEST TO APPROVE AGREEMENT WITH DTE ENERGY FOR REMOVAL OF ELECTRICAL EQUIPMENT FROM THE LIBERTY SQUARE PROPERTY IN THE AMOUNT OF \$12,985.00 BUDGETED IN LINE ITEM #101-956-000-926-050**

A MOTION WAS MADE BY CLERK LOVEJOY ROE AND SUPPORTED BY TRUSTEE WILSON TO APPROVE THE AGREEMENT WITH DTE ENERGY FOR REMOVAL OF ELECTRICAL EQUIPMENT FROM THE LIBERTY SQUARE PROPERTY IN THE AMOUNT OF \$12,985.00 BUDGETED IN LINE ITEM #101-956-000-926-050. (See Attached)

Treasurer Doe asked if the phone equipment would also be removed.

Supervisor Stumbo indicated AT&T has already removed their property. She also said this removal would make the property more attractive and easier to mow.

Trustee Wilson asked how many properties does the Township own and how many are not owned by the Township in Liberty Square.

Treasurer Doe indicated the township did not own five of the Liberty Square properties and owns 151 parcels of the property.

Attorney Winters shared that he would be pursuing the purchase of these last five properties.

Motion carried unanimously.

- 14. REQUEST TO APPROVE L-4029 2017 TAX RATE FOR 2018 BUDGET**

A MOTION WAS MADE BY TREASURER DOE AND SUPPORTED BY CLERK LOVEJOY ROE TO APPROVE THE L-4019 TAX RATE FOR 2018 BUDGET. (See Attached)

Motion carried unanimously.

- 15. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL TO CREATE AND POST AN ELECTION SPECIALIST POSITION (CLASSIFICATION #19) WITHIN THE AFSCME BARGAINING UNIT.**

Supervisor Stumbo explained this request came from Clerk Lovejoy Roe to Karen Wallin, Human Resources to create and post an election specialist position (classification #19). Supervisor Stumbo asked to discuss the issue without a motion. She said she had not read the information.

Trustee Eldridge said he was going to make a motion to table the item because he just received it but agreed to allow discussion before making a tabling motion.

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Clerk Lovejoy Roe explained the many changes that have occurred recently in both the Clerk and Treasurer Departments. She apologized for adding this item to the agenda at the last minute but said she felt it was necessary to proceed on the request for the new position and expressed hope that the board would consider voting on the position tonight. She explained the need for moving quickly due to the part time schedule of one of the full time Floater II/Clerk III employees and the current vacancy in the Clerk's Department due to the early release of one of her staff to the Treasurer's Department in an effort to support Treasurer Doe to help with the collection of taxes during the busy time. Clerk Lovejoy Roe indicated the Treasurer and Clerk's offices work together and support each other.

Clerk Lovejoy Roe explained that Karen Wallin, Human Resources immediately posted for the vacancy in the Clerk's office, once the position was awarded in the Treasurer's Department. Clerk Lovejoy Roe said it was a perfect time to restructure the Clerk's Department with the vacancy. She said she had been attempting to upgrade to this position since 2015. Clerk Lovejoy Roe explained that her goal was to have the department fully staffed before the election equipment was delivered in August which is before the next board meeting and before the training was started.

Clerk Lovejoy Roe thanked Karen Wallin, Human Resources for moving the process along quickly and for meeting with the union earlier in the day and for working on the job description and the memo for the board packet. She said the township has often analyzed structural changes when a vacancy occurs. She explained the need for restructuring the AFSCME positions in the Clerk's Department due to the loss of two employees with 20 years experience each in elections. Clerk Lovejoy Roe explained with the changes that occurred in 2015 there was a great need to restructure the office. She reported in 2015 she was left with only one staff person that was an election expert. She said it is clear that an election specialist is needed to efficiently operate and conduct elections and to provide continuity regardless of other personnel in the Clerk's Department for the longterm.

She said smaller communities have the Deputy Clerk oversee the elections. She shared that most communities of the size of our Township have at least one staff person with the sole responsibility of managing elections along with having a Deputy Clerk. She shared that if finances were different she would request to have two deputies, one over elections and one over all other Clerk Department responsibilities. She shared that would be a management position in addition to the three current AFSCME staff. She said that this was an idea that Supervisor Stumbo wanted to implement when she was Clerk.

Clerk Lovejoy Roe said the new position would provide the leadership needed in the area of elections, managing election work flow, providing direction for needed work assignments. She said the urgency was based upon the pressing demands of new election equipment and the upcoming election in November. She said the new election equipment would be here before the next meeting. Clerk Lovejoy Roe said that she was sorry for the lateness of the information regarding the new

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position but she hoped the board would understand and move forward to create the position in order to meet the time deadlines for the election and also to efficiently implement the new election equipment and get the training done.

Supervisor Stumbo said she thought this was the time to make a change in the Clerk's office but she did not like the manner in which it was done. She said in the past Clerk Lovejoy Roe had brought it to the union for a \$1.00 increase and this proposal was for a \$2.54 increase. She said she wasn't saying she disagreed with it but that she had not had the opportunity to read or discuss it.

Supervisor Stumbo said she did think there was a need to have an election leader and she said she felt it would help with consistency and she said it was needed. She said she was sorry but she said she just had not had the time to read it and discuss it not even with Human Resources. She said the day was extremely busy. She said we could call a special meeting if needed and she said she really wanted the opportunity to discuss it.

Clerk Lovejoy Roe said we could have a special meeting and shared that she originally had a request on the agenda to request authorization for Karen Wallin, Human Resources to meet with the union about the new position. Clerk Lovejoy Roe said that after she talked with Supervisor Stumbo they had agreed to request authorization to create a new position and that it made more sense to do it that way but obviously it surprised Supervisor Stumbo when it was put on the agenda. Supervisor Stumbo said it was for a dollar and that was what was discussed. She said it was a dollar when Clerk Lovejoy Roe brought to the board previously. Clerk Lovejoy Roe said it was for \$2.00 and that she had offered a compromise for \$1.00.

Supervisor Stumbo said it was her idea to change the position and to do it while there was a vacancy.

Trustee Jarrell Roe said she wanted to hear what Karen Wallin had to say about the meeting with AFSCME today and shared that she didn't know all the history because she was new like Trustees Wilson and Ross-Williams. She said what she heard was that we have limited staff in the Clerk's office and we have our new election equipment coming so if we chose to table it or not address the issue where does it leave us. She said that no matter who is playing in the different roles the question we must ask ourselves is what are we setting our township and residents up for when it comes to elections. She said her main question was what happens to our elections if we don't act on it tonight or call a special meeting about it.

Supervisor Stumbo said she offered to have a special meeting. She said she appreciated Trustee Jarrell Roe's comments but it was just placed on the agenda. She said that maybe some people have more access or more conversations. She said she has not had any.

Trustee Jarrell Roe said my first thing was the memo on my desk tonight.

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JULY 18, 2017 REGULAR MEETING MINUTES
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Supervisor Stumbo said she wasn't saying that Trustee Jarrell Roe had any conversations. She said maybe other people did and she said she asked Treasurer Doe and he said he didn't have any conversations. She said normally the three officials get together and discuss this at length. She said as the Supervisor she should know more.

Trustee Jarrell Roe asked if we could hear from Karen Wallin before the issue is tabled.

Supervisor Stumbo asked for Karen Wallin to tell about the temporary person she had suggested.

Karen Wallin, Human Resources said she apologized and said she did try to get an email to the Supervisor at 10:30 this morning but she reported the Supervisor had been in meetings all day. She said she had a meeting with Clerk Lovejoy Roe on Friday and told her I would go to the union. She reported she had been to the union before on this issue and she said the philosophy of the union at that time was to wait until negotiations to discuss the issue.

Ms. Wallin reported that there was a new Chief Steward and now there was a vacancy which there wasn't before when she went to the union. She reported that she felt that for these different reasons that she could go to the union on this new position.

She said she met with the Chief Steward and that he was in support of reclassifying one of the Floater II/Clerk III positions in the Clerk's Department to a position that would focus on election duties but would still have other duties to work on other things when the elections weren't going on. She said the difference was the position would not float.

Ms. Wallin said she would take the blame for the proposed wage rate and classification. She said she looked at the classifications in the AFSCME ontract and said there was not a clerical classification from #9 to #19, she said they were all maintenance classifications. She said she thought that classification #19 which was for a purchasing clerk with the special duties listed was similar to the special duties listed in the proposed new election specialist position.

She said the union is in support of creating the new position. She said the Chief Steward has worked the elections and recognizes the need for a leader of elections. She said she told the Chief Steward that she was recommending classification #19 but she said he knows that is up to the board. Ms. Wallin said that we could use the classification #9 and add a #9A with a little less wage and that would be up to the board. She asked if there was something particular Trustee Jarrell Roe wanted to discuss in regards to the meeting with AFSCME.

Trustee Jarrell Roe asked about the classifications and thanked Ms. Wallin for staying. She asked if we did create a classification #9A would that be creating a new classification in the contract.

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JULY 18, 2017 REGULAR MEETING MINUTES
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Ms. Wallin responded that yes it would create a new classification and she said that is why she had gone with classification #19.

Trustee Eldridge said he looked at the duties in the proposed election specialist position and asked Ms. Wallin if the duties were currently being done by someone in the Clerk's office.

Ms. Wallin said the duties were currently being done by the Clerks Department for the elections to be performed.

Trustee Eldridge asked if the duties were being done now why would you create a new position with a new wage.

Ms. Wallin said it was bringing a central person to answer specific election questions and a person that specializes in elections.

Trustee Eldridge asked if the Township has someone that is the go to person now? Ms. Wallin responded that yes the township does. Trustee Eldridge said he knew there were changes in personnel but if one person had primarily been handling elections for the 14 years he had been in the Township, and shared he had not seen the election work being distributed around, he asked what was the rational for changing the position now.

Clerk Lovejoy Roe explained that Trustees Eldridge's understanding of how the office operated for 14 years was not correct. She explained that until 2015 there were three employees with the same amount of experience working elections, each with about 18 years of election experience. She reported the election work was evenly divided between the three staff and they worked together as a team. She said after two experienced election people left the Clerk's department in 2015 she went to the one experienced person that was left and asked her if she would step up and be the department leader for elections, and take on the responsibility of being the election leader in the department assigning the election work to her co workers and providing direction to the department in regards to all the election needs of the department. Clerk Lovejoy Roe said that the experienced employee agreed to be the election leader and had asked her to try and get her more compensation for the extra duties and the new responsibilities. The Clerk indicated she had agreed to work on a new classification and a fair wage increase for the additional duties and higher responsibilities.

Clerk Lovejoy Roe said the original agenda item she was going to bring to the board had a memo explaining all that she just shared about the new structure in the department and the new role that Angela Robinson had taken on in the Clerk's Department.

Clerk Lovejoy Roe said that the real need is to change the job description so if Angela Robinson an employee with 20 years of election experience leaves the department for whatever reason the vacancy could be filled with someone with

CHARTER TOWNSHIP OF YPSILANTI
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election experience. She explained that the Floater II/Clerk III position that the township would be required to post, does not require election experience. She said without upgrading a position to Election Specialist the department could very easily be staffed with three AFSCME employees with no election experienced following the union contract. She explained that would require the township to hire a temporary employee with election experience most likely at \$20 to \$25 an hour for several months before an election and after an election.

She said people have advised her to not talk about Angela Robinson, that it shouldn't be about her. She said it is about Angie Robinson because she is performing the new duties and it isn't about Angie because if she leaves it guarantees an election specialist in the department. She shared that she has done some labor market research on like duties being conducted by election staff in other Clerk Departments that are similar in size to the township. She said an adjustment of \$4,000 more for the position with the increased duties and responsibilities is a fair wage.

Trustee Eldridge said that he wasn't taking a position on the agenda item but due to the complexity of the issue he did want to table the issue but would allow Trustee Ross-Williams to talk before offering a tabling motion.

Trustee Ross-Williams said that she thought she understood it but was still a bit confused and she thought the issue needed more time. She said she wasn't necessarily against the new position with the explanation by Clerk Lovejoy Roe but thought a special meeting could be called to assist Clerk Lovejoy Roe to fill the position within the 10 day time period and she said she wanted to be clear on what she was voting on.

Supervisor Stumbo said she was concerned if it was 10 years that no one in the township could qualify and you would have to hire from the outside and she questioned why would you do that as a union.

Trustee Eldridge said it would close your pool of candidates.

Clerk Lovejoy Roe said there were three employees that would qualify now.

Supervisor Stumbo said but what about after that. She said there was no testing since it wasn't a Clerk III. She said these were some of the questions about the position. She said she was disappointed it moved so quickly.

Karen Wallin, Human Resources said she was sorry.

Supervisor Stumbo said she did not think it was appropriate to add it to the agenda. She said maybe it could have been on the work session agenda.

Clerk Lovejoy Roe said she misunderstood because she said when she was going to place the issue on the board agenda, with a memo that would have been in the packet on Friday, and then when Supervisor Stumbo said to go a different way with

**CHARTER TOWNSHIP OF YPSILANTI
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the new position, she said she didn't know she was suppose to go this way and then wait.

Supervisor Stumbo said that what she said to Clerk Lovejoy Roe was that the definition of insanity is when you continue to ask for something and expect a different result. She said we have voted on this two or three times.

Clerk Lovejoy Roe said that the board has never voted on this issue.

Supervisor Stumbo said it had been before the board.

Clerk Lovejoy Roe said it has never been to the board.

**A MOTION WAS MADE BY TRUSTEE ELDRIDGE AND SUPPORTED BY
TREASURER DOE TO TABLE THE REQUEST OF KAREN WALLIN, HUMAN
RESOURCES FOR APPROVAL TO CREATE AND POST AN ELECTION SPECIALIST
POSITION (CLASSIFICATON #19) WITHIN THE AFSCME BARGAINING UNIT
UNTIL A SPECIAL MEETING CALLED BY SUPERVISOR STUMBO**

WILSON YES DOE YES STUMBO YES LOVEJOY ROE YES

ROSS-WILLIAMS YES ELDRIDGE YES JARRELL ROE YES

Motion carried unanimously.

OTHER BUSINESS

Supervisor Stumbo said that at the Work Session the board agreed to add the Forbes Cleaners Ecorse Road property issue to the agenda.

**A MOTION WAS MADE BY TRUSTEE WILSON AND SUPPORTED BY TRUSTEE
ELDRIDGE FOR AUTHORIZATION TO USE ANY MEANS NECESSARY TO
REMOVE FORBES CLEANERS FROM THE WASHTENAW COUNTY AUCTION
LIST, TO HAVE A PHASE II INVESTIGATION COMPLETED, TO NOTIFY COUNTY
COMMISSIONERS OF THE ISSUE, TO NOTIFY NEARBY RESIDENTS, TO
DEVELOP A POSSIBLE PRESS RELEASE, AND TO DO EVERYTHING POSSIBLE
TO PROTECT THE HEALTH AND SAFETY OF OUR RESIDENTS**

Motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
JULY 18, 2017 REGULAR MEETING MINUTES
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**A MOTION BY TRUSTEE JARRELL ROE AND SUPPORTED BY TRUSTEE ELDRIDGE TO
ADJOURN.**

Motion carried unanimously.

Meeting Adjourned at 9:00 P.M.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Zimbra**klovejoyroe@ytown.org**

Proposed installation of public lighting at State St./McCartney

From : Ceola Robinson
<MsCee628@msn.com>

Tue, Jul 18, 2017 11:35 AM

Subject : Proposed installation of public
lighting at State St./McCartney

To : klovejoyroe@ytown.org

Cc : Joann Mccollum
<joannmcclm@aol.com>, Salieta
Jenkins <churchese@comcast.net>,
Aaron Shemell
<aaron.keith.s@gmail.com>,
angelabarbash@gmail.com

I am in favor of the lighting installation at State St./McCartney as requested by the West Willow Neighborhood Association.

Sincerely,
Ceola Robinson
2010 Chevrolet St.
Ypsilanti, Mi 48198

Zimbra**klovejoyroe@ytown.org**

Re: Proposed installation of public lighting at State St./McCartney

From : SALIETA JENKINS
<churchese@comcast.net>

Wed, Jul 19, 2017 07:32 PM

Subject : Re: Proposed installation of public
lighting at State St./McCartney

To : Ceola Robinson
<MsCee628@msn.com>,
klovejoyroe@ytown.org

Cc : Joann Mccollum
<joannmcclm@aol.com>,
angelabarbash@gmail.com, Aaron
Shemell
<aaron.keith.s@gmail.com>

Reply To : SALIETA JENKINS
<churchese@comcast.net>

"And God said, Let there be light: and there was
light"

Yes, I am in favor of light installation. By all
means!

On July 18, 2017 at 11:35 AM Ceola Robinson
<MsCee628@msn.com> wrote:

I am in favor of the lighting installation at State St./McCartney as requested by
the West Willow Neighborhood Association.

Sincerely,
Ceola Robinson
2010 Chevrolet St.
Ypsilanti, Mi 48198

Zimbra**klovejoyroe@ytown.org**

Re: Proposed installation of public lighting at State St./McCartney

From : Angela Barbash
<angelabarbash@gmail.com>

Thu, Jul 20, 2017 09:58 AM

Subject : Re: Proposed installation of public lighting at State St./McCartney

To : Karen Lovejoy Roe
<klovejoyroe@ytown.org>

Cc : Joannmccllm
<joannmccllm@aol.com>, Aaron Keith <aaron.keith.s@gmail.com>, SALIETA JENKINS <churchese@comcast.net>, Ceola Robinson <MsCee628@msn.com>

I also support lighting at that intersection for safety purposes.

Angela Barbash
angela@revalueinvesting.com
(734) 260-3095 cell

Principal, Revalue
The Purpose of Wealth
<http://revalueinvesting.com>

On Jul 20, 2017 9:42 AM, "Karen Lovejoy Roe"
<klovejoyroe@ytown.org> wrote:

Thank you Ms. Jenkins,

I will have your email of support read into the record at the next board meeting. Thank you for taking the time to send your comments. thanks, karen

----- Original Message -----

From: "SALIETA JENKINS" <churchese@comcast.net>

To: "Ceola Robinson" <MsCee628@msn.com>, "Karen Lovejoy Roe"

Zimbra**klovejoyroe@ytown.org**

Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to show the rift raft to enter or neiborhood????I protest it!!!!

From : Gyon puckett
<gralphp2016@gmail.com>

Fri, Jul 14, 2017 05:55 PM

Subject : Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to show the rift raft to enter or neiborhood????I protest it!!!!

To : klovejoyroe@ytown.org

Zimbra**klovejoyroe@ytown.org**

Re: Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to show the rift raft to enter or neiborhood????I protest it!!!!

From : Karen Lovejoy Roe
<klovejoyroe@ytown.org>

Mon, Jul 17, 2017 06:04 PM

Subject : Re: Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to show the rift raft to enter or neiborhood????I protest it!!!!

To : Gyon pucket
<gralphp2016@gmail.com>

Cc : Lisa Garrett <l Garrett@ytown.org>

Hello,

Thank you for your comment. I will read it into the record at the public hearing tomorrow evening. Please provide your address for the record. Thank you, Karen

----- Original Message -----

From: "Gyon pucket" <gralphp2016@gmail.com>

To: "Karen Lovejoy Roe" <klovejoyroe@ytown.org>

Sent: Friday, July 14, 2017 5:55:52 PM

Subject: Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to

Zimbra**klovejoyroe@ytown.org**

Re: Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to show the rift raft to enter or neighborhood????I protest it!!!!

From : Karen Lovejoy Roe
<klovejoyroe@ytown.org>

Mon, Jul 17, 2017 06:08 PM

Subject : Re: Streetlight,please why should the 121 parcels have to foot the bill for the streetlight on state and Mcartney for what.We don't live on that corner.so why should we have to pay for something we don't use We know where we live. Why should we pay for a light to show the rift raft to enter or neighborhood????I protest it!!!!

To : Gyon pucket
<gralphp2016@gmail.com>

Cc : Lisa Garrett <l Garrett@ytown.org>,
Karen Lovejoy Roe
<klovejoyroe@ytown.org>

Hello,

I should explain the process. It is a legal process controlled by state law. The district was already created years ago that pays for all the lights on all the streets for the 121 parcels. To add a light in the district we must get a cost, mail cost to all property owners and then have a public hearing. At the hearing the township board will hear from property owners regarding support or opposition to amending the district and adding the new light. After the hearing the board will either vote for or against adding the additional light. If the board votes against adding

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #10**

July 18, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$6,559.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 40 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$753.00
		Net Revenues	<u><u>\$753.00</u></u>
Expenditures:	Salaries pay out -PTO	101-201-000-708.004	\$700.00
	FICA	101-201-000-715.000	\$53.00
		Net Expenditures	<u><u>\$753.00</u></u>

Budget for DTE to install an 2 streetlights, one at the intersection of McCartney Avenue & State Street and one at the intersection of Cary Drive & Farm Lane. These streetlights will eventually be placed on the special assessment tax roll for reimbursement back to the general fund, but for now it will be fund by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$5,806.00
		Net Revenues	<u><u>\$5,806.00</u></u>
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$5,806.00
		Net Expenditures	<u><u>\$5,806.00</u></u>

Motion to Amend the 2017 Budget (#10):

Move to increase the General Fund budget by \$6,559 to \$9,496,320 and approve the department line item changes as outlined.

AMERICAN CENTER FOR MOBILITY

801 Kirk Profit Drive
Ypsilanti, MI 48198

July 13, 2017

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

RE: Comprehensive Development Agreement dated November 4, 2016 ("CDA"), by and among the Charter Township of Ypsilanti ("Township"), American Center for Mobility ("ACM"), and Willow Run Arsenal of Democracy Landholdings Limited Partnership ("WRAD"); and

Memorandum of Understanding dated November 4, 2016 (the "MOU"), by and among WRAD, ACM and Washtenaw County Water Resources Commissioner

Ladies and Gentlemen:

As you know, the MOU requires storm water sampling and laboratory analysis of storm water discharge points in and around Tyler Pond as well as monitoring and related activities as provided therein (collectively, the "Testing"). As such, WRAD and ACM require access to Tyler Pond in order to perform the Testing. This letter will confirm our agreement regarding WRAD and ACM's access to Tyler Pond for the Testing. In furtherance of the CDA, the Township is willing to grant, and hereby grants, to WRAD, ACM and each of their respective agents, employees, consultants and contractors the right to enter and access Tyler Pond for purposes of performing the Testing. Any such party entering and accessing Tyler Pond pursuant to this authorization (i) shall be responsible for any damage or injury that such party causes as a direct result of such entry and (ii) shall be required to carry customary commercial general liability insurance.

This letter shall be governed by the substantive laws of the State of Michigan. This letter shall benefit and bind the parties hereto and each of their respective successors and assigns. This letter may be executed and delivered in counterparts, and a copy of any party's signature hereon will be considered the equivalent of its original signature.

Please confirm your agreement by signing this letter below. Thank you.

AMERICAN CENTER FOR MOBILITY,
a Michigan non-profit corporation

By: _____
John Maddox, President and CEO

WILLOW RUN ARSENAL OF DEMOCRACY
LANDHOLDINGS LIMITED PARTNERSHIP,
a Michigan limited partnership


By: Willow Run Land Management Services,
Its General Partner

By: _____
Charles A. Fiedler, President

Accepted and Agreed:

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: 
Brenda L. Stumbo, Township Supervisor 7-19-17

And by: 
Karen Lovejoy Roe, Township Clerk 7-19-17

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
Regents of the University of Michigan
on behalf of its
Economic Growth Institute
Defense Manufacturing Assistance Program (DMAP)
AND
Ypsilanti Township**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into by the Regents of the University of Michigan, on behalf of the Defense Manufacturing Assistance Program, hereinafter referred to as DMAP, and Ypsilanti Township, hereinafter referred to as Ypsilanti Township.

A. PURPOSE:

The purpose of this MOU is to establish a functional relationship and interaction between the parties as it relates to the identification, funding, implementation, monitoring, and completion of a qualified local defense adjustment project.

B. STATEMENT OF BENEFIT AND INTERESTS:

DMAP is interested in assisting communities that serve residents/constituents who have been adversely affected by defense industry downsizing and reductions.

DMAP will work with the aforementioned community to review the relevant plans, identify potential defense adjustment and/or economic development projects, conduct a focus group process if necessary, and assist project implementation, oversight and monitoring.

DMAP will work with the community to provide funds available to be used directly for the selected defense adjustment project(s).

C. DMAP SHALL:

1. Work with Brenda Stumbo, or designee from Ypsilanti Township to identify defense adjustment or economic development projects based on an introductory meeting/conference call.
2. Set a schedule with achievable milestones for project funding, implementation, reporting, and completion.
3. Provide assistance with Requests for Proposal (RFP) and other planning and support as it relates to selected project (selecting contractor / consultant with the community), as needed.

D. Ypsilanti Township SHALL:

1. Commit to an introductory meeting/conference call with the DMAP Project Manager.
2. Provide a list of organization management, board members, elected officials, key stakeholders and individual contact information as requested.
3. Provide information related to the project including but not limited to: strategic plans, relevant reports or studies, and other information as requested.
4. Commit to work with the DMAP Project Manager in the collection of information, and be available to the DMAP Project Manager as questions arise during the project process.
5. Complete required monthly progress reports and final project report.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. TIMELINE. While this process should be complete within 8 months, it is incumbent upon Ypsilanti Township to participate fully in the project planning and implementation process, and be as responsive as possible to the DMAP Project Manager.
2. TERMINATION. Either party to this MOU may terminate this understanding by providing Thirty (30) days prior written notice to the other party.
3. PRINCIPAL CONTACTS. The principal contacts for this arrangement are:

DMAP Principal Investigator

Name: Lawrence A. Molnar

Phone: 734-998-6239

FAX: 734-998-6202

E-Mail: kallen@umich.edu

Community Representative

Name: Brenda Stumbo,
Ypsilanti Township

Phone: 734-481-0617

FAX:

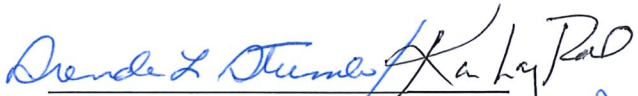
E-Mail: bstumbo@ytown.org

4. COMMENCEMENT/EXPIRATION DATE. This instrument is effective as of the date of the last signature through May 31, 2018 at which time it will expire unless extended.

SIGNED:

The Regents of the
University of Michigan

Date


(community representative)
Brenda L. Stumbo/Karen Lovejoy Roe
July 19, 2017

Date



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

June 14, 2017

Brenda Stumbo, Township Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

Dear Township Supervisor Stumbo:

Washtenaw County, the Washtenaw County Sheriff's Office and Ypsilanti Township mutually wish to enter into a Letter of Agreement for the purpose of facilitating a Community Beautification Program that employs area youth for the 2017 summer season. This Letter of Agreement will become attached as an exhibit to the existing Police Services contract which term currently runs through December 31, 2017. All other terms and conditions remain the same as in the original and amended contract.

If this Letter of Agreement is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, this Letter of Agreement is attached as an exhibit to the Service Contract between Washtenaw County and the Charter Township of Ypsilanti dated January 1, 2012 as follows:

YPSILANTI TOWNSHIP COMMUNITY BEAUTIFICATION PROGRAM

Purpose

The Charter Township of Ypsilanti wishes to enhance its ability to provide community beautification services and, at the same time, participate in an organized youth employment effort in the greater Ypsilanti area. The availability of local youth employment opportunities has been identified as an important factor in curbing the incidence of youth crime and violence. The Township and the Sheriff's Office are committed to addressing this issue through proactive means as part of a Total Policing philosophy. To that end, this program meets an identified need to help reduce youth crime and violence while also providing services to improve the value and appearance of the Township and enhance its economic development efforts.

Scope of Services

- A. The Sheriff agrees to hire eligible individuals to perform Community Beautification work within Township jurisdiction coordinated through the MI Works youth employment initiative. The parties prefer to employ Township youth to the extent possible.
- B. The Sheriff agrees to provide supervision, equipment and supplies necessary to deliver services safely and effectively.
- C. The Township agrees to reimburse the Sheriff for the cost of providing these services, including, but not limited to, wages paid to eligible youth, supervision, equipment and supplies as agreed upon by the parties.
- D. Community Beautification services shall include:

Public Safety – Emergency Preparedness – Quality Service – Strong Communities



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

- 1) Trash pickup on public roadways and other public property
 - i. high visibility primary and secondary roads
 - ii. neighborhood streets
 - iii. AAATA bus stops
 - iv. Township parks
 - v. Township buildings and grounds
- 2) Gardening type activities including but not limited to pulling weeds and planting flowers at Township owned parks and facilities
- 3) Painting and other general maintenance at Township owned parks and facilities
- 4) Any other activities mutually agreed upon by the parties

Term of Agreement

The term of this agreement is 11 weeks to commence in June 2017. The term may be adjusted by mutual agreement of the Sheriff's Office and the Township.

Estimated Operating Budget

• 1 Supervisor @ \$20/hour with 10% fringe	\$4,840
• 8 Youth Employees @ \$9/hour with 10% fringe	\$17,424
• 2 T-shirts/youth; 2 polo shirts for Supervisor	\$320
• 9 Reflective vests \$15 each	\$135
• Trash bags / Supplies	\$2,000
• Roadside Signs & vehicle magnets	\$1,000

Total estimated cost: \$25,719

Additional expenses shall be mutually agreed upon in advance as necessary.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator

APPROVED FOR CONTENT:

Charter Township of Ypsilanti

Jerry L. Clayton (DATE)
Sheriff

Accepted by Brenda L. Stumbo
Brenda L. Stumbo (DATE)
Township Supervisor July 19, 2017

Accepted by Karen Lovejoy Roe
Karen Lovejoy Roe (DATE)
Township Clerk July 19, 2017

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly known as WSCA)
WIRELESS SERVICES 2012-2019
Administered by the State of Nevada (hereinafter “Lead State”)

MASTER PRICE AGREEMENT
Cellco Partnership d/b/a Verizon Wireless
Contract Number: 1907
(hereinafter “Contractor”)

And

Participating Entity Name: CHARTER TOWNSHIP OF YPSILANTI
(hereinafter “Participating Entity”)

1. Scope: Verizon Wireless (“Contractor”) and the State of Nevada, for itself and on behalf of the NASPO ValuePoint (“NASPO ValuePoint, also formerly known as “WSCA” and/or “Customer”), have entered into a Master Service Agreement #1907 (“Contract”) with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state’s statutes to utilize **state/entity** contracts.

2. Participation: Use of specific **NASPO ValuePoint** cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state’s statutes to use **state/entity** contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees. .

3. Intentionally Omitted.

4. Lease Agreements: NONE

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Lead State Name	State of Nevada
Contact	Teri Becker, Purchasing Officer
Street Address	515 E. Musser St, Suite 300
City, State, & Zip	Carson City, NV 89701
Telephone	775-684-0178
E-mail	tbecker@admin.nv.gov

Contractor

Contractor Name	Cellco Partnership d/b/a Verizon Wireless
Contact	Doug Robertson, Senior Manager- Contract Management
Street Address	15505 Sand Canyon Ave, Attn: Doug Robertson
City, State, & Zip	Irvine, CA 92618
Telephone	(949) 246-8700
E-mail	Doug.Robertson@vzw.com

Participating Entity

Participating Entity Name	CHARTER TOWNSHIP OF YPSILANTI
Contact	Click here to enter text.
Street Address	Click here to enter text.
City, State, & Zip	Click here to enter text.
Telephone	Click here to enter text.
E-mail	Click here to enter text.

6. Subcontractors: NONE

7. Purchase Order Instructions:

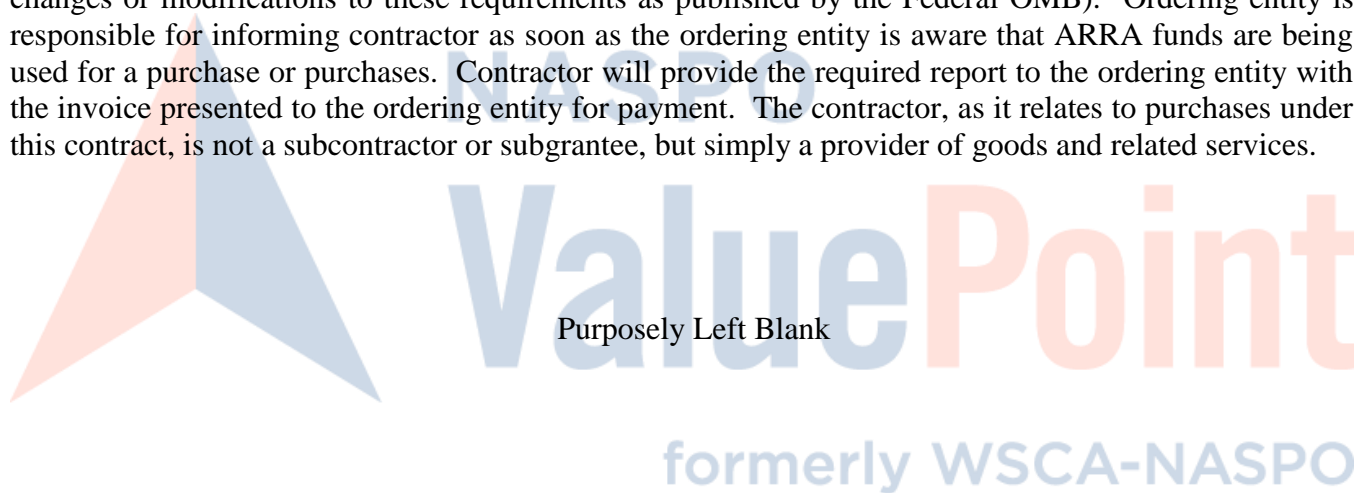
All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the NASPO ValuePoint Master Agreement.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [N/A] and the Lead State price agreement number: 1907

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the “American Recovery and Reinvestment Act of 2009” (“ARRA”): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.



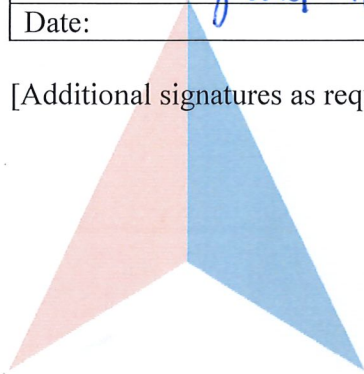
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The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: CHARTER TOWNSHIP OF YPSILANTI <i>Brenda L. Stumbo</i>	Contractor: Cellco Partnership d/b/a Verizon Wireless
Authorized Signature: <i>Brenda L. Stumbo</i>	Authorized Signature: <i>Karen Lovjoy Roe</i>
Name: <i>Supervisor</i>	Name: Todd Loccisano
Title: <i>Clerk</i>	Title: Executive Director, Enterprise and Government Contracts
Date: <i>July 19, 2017</i>	Date:

[Additional signatures as required by Participating State]



NASPO

ValuePoint

formerly WSCA-NASPO



MULTI-STATE Information Sharing & Analysis Center™

The Multi-State Information Sharing and Analysis Center (MS-ISAC) is a voluntary and collaborative effort designated by the Department of Homeland Security as the key resource for cyber threat prevention, protection, response and recovery for the nation's State, Local, Tribal and Territorial governments.

**Multi-State Information Sharing and Analysis Center
31 Tech Valley Drive
East Greenbush, NY 12061
info@msisac.org
soc@msisac.org
518-266-3460**

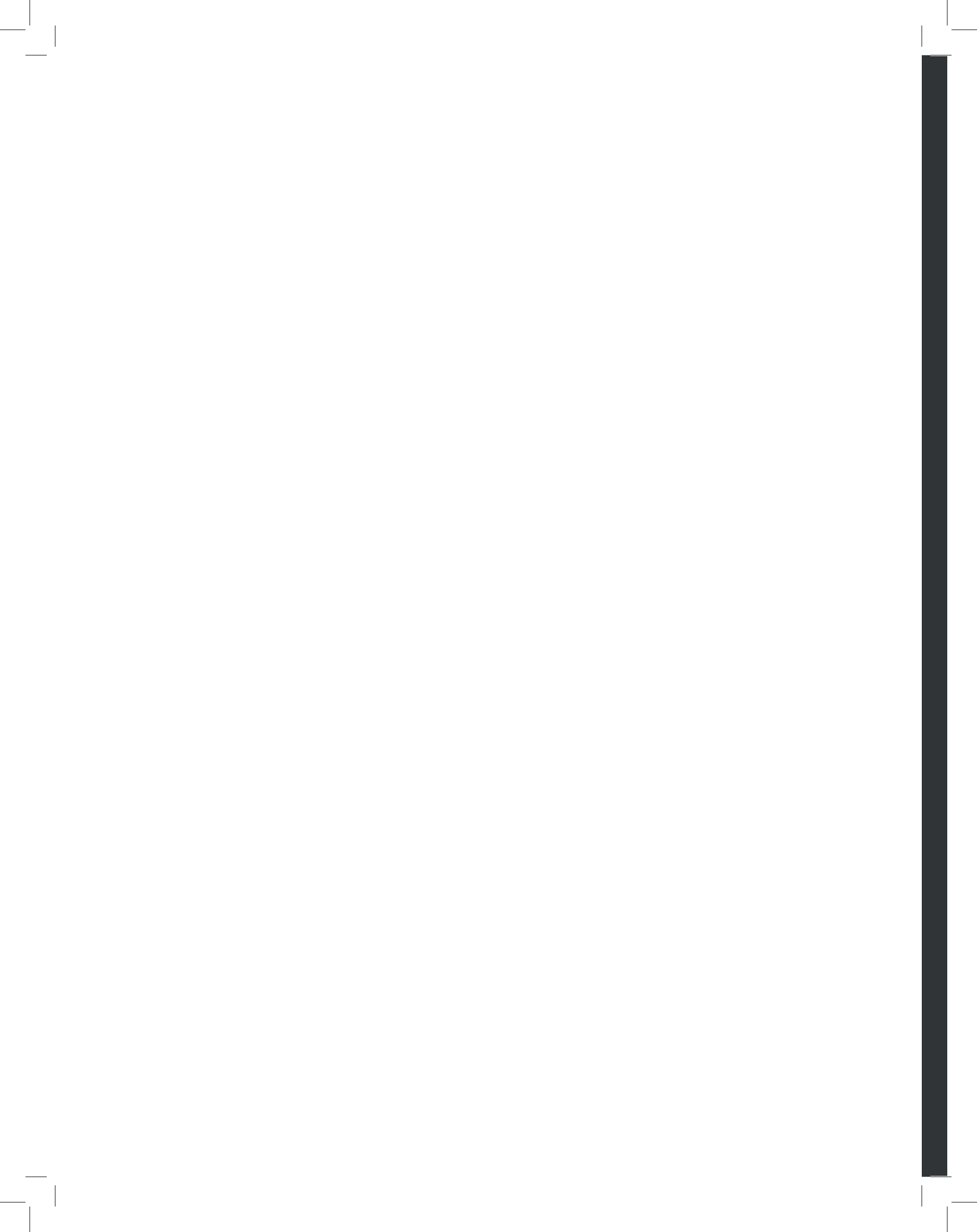


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The Multi-State Information Sharing and Analysis Center (MS-ISAC)

What We Offer

The MS-ISAC provides **real-time network monitoring**, threat analysis, and early warning notifications through our 24x7 cybersecurity operations center.

The U.S. Department of Homeland Security has designated the MS-ISAC as its **key cybersecurity resource** for State, Local, Tribal and Territorial governments, including chief information security officers, homeland security advisors and fusion centers.

We perform **incident response and remediation** through our team of security experts.

The MS-ISAC conducts **training sessions and webinars** across a broad array of cybersecurity related topics.

We continually develop and distribute **strategic, tactical and operational intelligence** to provide timely, actionable information to our members.

We provide **cybersecurity resources** for the public, including daily tips, monthly newsletters, guides and more.

Who We Serve

CISOs, CIOs, and other security professionals from:

- U.S. State, Local, Tribal and Territorial Governments
- U.S. State/Territory Homeland Security Advisors
- State and Local Government Fusion Centers and Local Law Enforcement Entities

How We Do Business

- We cultivate a **collaborative environment** for information sharing.
- We focus on **readiness and response**, especially where the cyber and physical domains meet.
- We facilitate **partnerships** between the public and private sectors.
- We focus on **excellence** to develop industry-leading, cost-effective cybersecurity resources.
- **Collectively we achieve much more** than we can individually.

“All services performed by the MS-ISAC were not only prompt, but professional and efficient. Communication was handled very well, and the report was fantastic.”
- MS-ISAC Member

MS-ISAC Membership Overview

The Multi-State Information Sharing and Analysis Center (MS-ISAC), is part of the nonprofit Center for Internet Security (CIS). The MS-ISAC is a voluntary community focused on improving cybersecurity for State, Local, Tribal and Territorial (SLTT) governments. The MS-ISAC started in 2004. Since then, we have built and nurtured an environment of collaboration and information sharing. The U.S. Department of Homeland Security (DHS) has designated the MS-ISAC as its key cybersecurity resource for State, Local Tribal and Territorial governments, including chief information security officers, homeland security advisors and fusion centers.

There is **no cost to join the MS-ISAC**, and **membership is open to all SLTT government entities**. The only requirement is the completion of a membership agreement, which outlines member's responsibilities to protect information that is shared.

MS-ISAC Member Responsibilities

In order to maintain the MS-ISAC's trusted, collaborative environment, each member understands that the following principles of conduct will guide their actions. Each member agrees to:

- share appropriate information between and among the members to the greatest extent possible;
- recognize the sensitivity and confidentiality of the information shared and received;
- take all necessary steps to protect confidential information;
- transmit sensitive data to other members only through the use of agreed-upon secure methods; and
- take all appropriate steps to help protect our critical infrastructure.

Members are also asked to share their **public-facing IP ranges** and **domain space** with the MS-ISAC to facilitate efficient and effective discovery and notification of system compromises.

“We so appreciate all that you have done to help! I can't tell you how much it helped to know that you were with us through this (incident).”

- MS-ISAC Member

“I can honestly say that your organization has made an immediate impact in our overall security readiness. Thank you.” - MS-ISAC Member

The MS-ISAC Security Operations Center

What is the MS-ISAC SOC?

The MS-ISAC operates the Security Operations Center (SOC), a 24x7 joint security operations and analytical unit that monitors, analyzes and responds to cyber incidents targeting U.S. State, Local, Tribal, and Territorial (SLTT) government entities.

Core Services of the MS-ISAC SOC:

The SOC provides real-time network monitoring, early cyber threat warnings and advisories, and vulnerability identification and mitigation.

The MS-ISAC SOC Core Services:

- **Cyber Vulnerability & Threat Research:** Analysts monitor federal government, third party, and open sources to identify, analyze and then distribute pertinent information.
- **Compromised System Notifications:** Provided to members in the event of a potential compromise identified based on the MS-ISAC's unique awareness of the threat landscape.
- **Cyber Security Exercises:** The MS-ISAC participates in federally sponsored cyber security exercises and acts as a voice for SLTT governments in planning meetings.
- **Monitoring Services:** We currently provide monitoring services for 60+ SLTT government entities through a variety of security devices. (See pages 8 & 17)
- **Soltra Edge:** Soltra Edge is a platform that utilizes STIX and TAXII in order to automate cybersecurity threat intelligence sharing. Leveraging these standards enables users to send and receive threat information from machine to machine. We currently maintain an Internet facing instance of Soltra Edge available to our MS-ISAC members.
- **Fee Based Services:** The MS-ISAC offers a variety of fee based services for SLTT government entities to take advantage of. (See pages 17-19)

Additional Services Include:

The Computer Emergency Response Team (**CERT**) provides malware analysis, computer and network forensics, malicious code analysis, and mitigation recommendations.

The **Intel** Analysis unit takes known information about situations and entities and makes forward-leaning assessments regarding the cyber trends, actors, tactics, techniques, and procedures (TTPs).

The **Partner Liaison** group includes MS-ISAC employees located at the National Cybersecurity and Communications Integration Center (NCCIC) in Arlington, V.A. The NCCIC is a 24x7 cyber situational awareness, incident response, and management center that is a national nexus of cyber and communications integration for the Federal Government, intelligence community, and law enforcement.

“We appreciated the time the MS-ISAC CERT provided to us to validate our findings and provide valuable insight on opportunities for future improvement. The states are very blessed to have access to the talents of the MS-ISAC CERT in times of crisis.” - MS-ISAC Member

Reporting an Incident and Requesting Assistance

Members are encouraged to report incidents, even if they are not requesting direct assistance, to improve situational awareness to benefit all members. Types of incidents to report include the following:

- Changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent
- Compromised password(s)
- Execution of malware, such as viruses, trojans, worms or botnet activity
- Defacement of a government web page
- Disruption or attempted denial of service (DoS)
- Unauthorized access to information
- Unauthorized use of a system for transmitting, processing or storing data
- Unauthorized use of system privileges

To report an incident, please contact the MS-ISAC SOC for 24x7 assistance:

Phone: 1-866-787-4722

Email: soc@msisac.org

If the incident you are reporting requires direct assistance, the Computer Emergency Response Team (CERT), a unit comprised of highly trained staff, are able to assist you with a cybersecurity incident at no cost.

Our incident response experts can assist with the following:

- Emergency conference calls
- Forensic analysis
- Log analysis
- Mitigation recommendations
- Reverse engineering
- Verbal report 24 hours following the reported incident
- Written report 1 week following the close of the incident

“I will continue to leverage this expert and valuable service as long as it exists. The MS-ISAC CERT was once again very efficient and provided a robust root cause analysis in a timely fashion.” - MS-ISAC Member

**“Thank you for providing this invaluable service!”
- MS-ISAC Member**

Network Monitoring and Analysis Services

The MS-ISAC offers a network monitoring service known as Albert. The Albert service consists of an IDS sensor placed on an organization's network—typically inside the perimeter firewall and Internet connection—that collects network data and sends it to the MS-ISAC for analysis. Based on the MS-ISAC's vast repository of indicators of compromise, we are able to identify malicious activity and alert the organization.

This service is committed to building and maintaining the most comprehensive set of detection rules and signatures impacting SLTT entities.

Why is the Albert Service Unique?

- Government-specific focus and tailoring to SLTT governments' cybersecurity needs
- Correlation of data from multiple public and private partners;
 - Historical log analysis performed on all logs collected for specific threats reported by partners and/or trusted third parties.
 - When a major new threat is identified, the MS-ISAC will search logs for prior activity. (Traditional monitoring services only alert going forward, from the date a signature is in place. There is no "look behind" to assess what activity may have already occurred.)
- Statistical analysis of traffic patterns to areas of the world known for being major cyber threats. If abnormal traffic patterns are detected, analysts review the traffic to determine the cause, looking for malicious traffic that is not detected by signatures.
- Signatures from forensic analysis of hundreds of SLTT cyber incidents are added to the signature repository.
- Integration of research on threats specific to SLTTs, including nation-state attacks.
- MS-ISAC staff are deployed at the National Cybersecurity and Communications Integration Center (NCCIC) in Arlington, V.A. This staffing structure facilitates valuable real-time information sharing with federal partners and critical infrastructure sectors.
- Experienced cybersecurity analysts review each cybersecurity event, which results in minimizing the number of false-positive notifications. This system allows first responders to focus on actionable events.
- Availability of an Incident Response Team for forensic and malware analysis which is part of the no cost MS-ISAC membership.
- Cost effective solution that is significantly less expensive than the purchase and maintenance of a typical commercial IDS/IPS solution. (See Page 17)

In addition to the Albert monitoring service, we also have the ability to monitor traditional network security devices such as firewalls, IDS/IPS, web proxies, and host based intrusion detection devices. This monitoring is accomplished with our Managed Security Services (MSS) offering in partnership with a third party provider. All events generated by MSS are evaluated by our SOC analysts and escalated to the affected entity. (See Page 17)

Malicious Code Analysis Platform

The Malicious Code Analysis Platform (MCAP) is a web-based service that enables members to submit suspicious files, including executables, dlls, documents, quarantine files and archives for analysis in a controlled and non-public fashion. Additionally, the platform enables users to perform threat analysis based on domain, IP address, URL, HASH, and various IOCs.

This platform allows users to obtain the results from analysis, behavioral characteristics and additional detailed information that enables them to remediate the incident in a timely manner. This communication with our members provides the MS-ISAC with the situational awareness needed to assess the malware threat characteristics facing our SLTT government entities on a national level.

This platform is available to all members free of charge. To register for an account, send an email to mcap@msisac.org using the following format:

Subject Line: "MCAP - Account Request"

Body for the Email:

- First Name
- Last Name
- Name of State, Local, Tribal or Territorial government entity
- Email Address (must be affiliated with an MS-ISAC member)

Vulnerability Management Program

The Vulnerability Management Program alerts our membership on a monthly basis about out of date software that could potentially be a threat to your assets. A scripted GET request is sent to each of the over 24,000 SLTT domains we maintain to pull data on versioning information related to each domain.

What Data Are We Collecting?

- Server Type and Version (IIS, Apache, Nginx, etc.)
- Web Programming Language and Version (PHP, ASP, etc.)
- Content Management System and Version (WordPress, Joomla, Drupal, etc.)

Following the analysis and review of the information returned, data will be broken out into two categories: vulnerable and not vulnerable systems. If the system is located in the 'vulnerable' file, an associated portion of that system is not up to date. Conversely, if the system is located in the 'not vulnerable' file, the system's patch level is up to date. Systems identified as vulnerable include the CVE score and a link to the CVE.

Members should use this monthly notification to conduct further internal analysis to ensure that Internet facing systems are patched and running the most up to date software.

For questions regarding the domains that the MS-ISAC has on file for your organization, please contact info@msisac.org. Domain listings can be edited at any point in time during your membership.

Cyber Threat Informational & Analytical Products

- **Cyber Advisories:** Cyber Advisories are short and timely emails containing technical information regarding vulnerabilities in software.
- **Cyber Alerts:** Cyber Alerts are extremely short and timely non-technical emails containing information on a specific cyber incident or threat.
- **Cyber Intel Advisories:** Cyber Intel Advisories provide detailed information and warning notices with limited analysis. Recipients are invited to attach their own seals/shields and republish the document as a joint shield paper.
- **Cyber Threat Briefings:** The MS-ISAC SOC provides cyber threat briefings based on our expertise of the cyber threat landscape and incidents targeting SLTT governments.
- **Desk References:** Desk references provide in-depth information and intelligence analysis on specific topics, such as active hacktivist groups and the most common malware, frauds and scams.
- **Intel Bytes:** Intel Bytes are brief analytical summaries on timely local or world events or significant threats, and provide analytical intelligence.
- **Intel Papers:** Intel Papers provide in-depth analysis and detailed information regarding the background, history, tools, techniques, and/or procedures on a particular topic. They provide our members with a deeper level of understanding.
- **Joint Papers:** The MS-ISAC coordinates with federal and SLTT governments, fusion centers and other agencies to produce joint analytical papers on a variety of topics.
- **HSA Update:** A newsletter produced for the National Governors Association Governors Homeland Security Advisory Council that summarizes and provides analysis on recent news articles. Members may attach their own seals/shields and redistribute the newsletter as a joint shield paper.
- **Security Primers:** Security Primers are a one-page summary that recommend the best response to a specific scenario. The Primers increase security awareness and encourage secure behavior.
- **Seminars:** MS-ISAC Seminars are monthly meetings that provide training on a variety of topics. Continuing Professional Education (CPE) credit is available upon request.
- **Monthly Situational Awareness Report (SAR):** This highlights the MS-ISAC's previous month's activities and statistics related to incident response, network monitoring and general information gathering.
- **White Papers:** The SOC produces white papers to explain technical topics of interest to members and partners.
- **Weekly Attacking IPs and Domains:** Weekly reports are provided highlighting malicious IPs and domains attacking SLTT networks over the past seven days.

“It was very helpful to have the MS-ISAC to turn to at this difficult time. They were extremely helpful every step of the project.” - MS-ISAC Member

MS-ISAC Member Initiatives & Collaborative Resources

MS-ISAC membership enables entities to participate with their peers across the country, sharing knowledge, building relationships, and improving cybersecurity readiness and response.

- **Annual In-Person Meeting:** Each year, the MS-ISAC hosts an annual multi-day event bringing all members together, along with the federal government and other partners. We focus on action-oriented deliverables that are most important to the members. The meeting is open to all MS-ISAC members interested in attending. There is no registration fee for this event.
- **Emergency Conference Calls:** Members have access to conference calls to brief all members on major incidents or emerging events.
- **ESP Tool:** The CIS Enumeration and Scanning Program (CIS-ESP) is an application built to be deployed in an enterprise Windows environment to assist in the collection of data to determine if a compromise has occurred. The information collected will enhance understanding the scope of an incident and identify active host-based threats on a computer network. The application works by enumerating and polling systems within an Active Directory environment by way of Windows Management Instruction (VMI) queries. This process is used entirely for data collection and no modifications are made to the systems being scanned.
- **Members-Only Secure Portal:** The MS-ISAC has a compartment on the US-CERT portal which allows our membership a secure and confidential platform for sharing information. The portal includes the MS-ISAC cyber alert level map—a visual representation of current cyber status of each state, updated on a monthly basis; and a library of policies, guides, recorded webcasts, and many additional member resources.
- **Monthly Threat Briefing:** One-hour webcast briefings that provide members with updates on the threat landscape, status of national initiatives impacting them, and relevant news from members; DHS has a standing agenda item on each call.
- **Monthly Vendor Patch Release Calls:** Technical discussions regarding patches and updates.
- **Security Benchmarks:** Consensus-based security configuration PDF guides that help to improve your cyber security posture.
- **Workgroups:** focused working committees to share ideas, generate recommendations and produce deliverables to support the MS-ISAC and member-related programs. (See pages 12-13)
- **Membership Discounts**
 - **Security Benchmarks Membership:** MS-ISAC members can receive discounts off of a Security Benchmarks Membership, leveraging over 100 configuration benchmarks covering more than 14 technology groups, and can use CIS-CAT to assess an unlimited number of assets for a single upfront cost.
 - **CIS-CAT:** MS-ISAC members have access to a free trial of CIS-CAT, a Configuration Assessment Tool, containing 60+ CIS Benchmarks. (See Pages 18 & 19)
 - **Trusted Purchasing Alliance (TPA):** The TPA works with organizations in the public and private sectors to provide cost-effective, high-quality cybersecurity solutions for our nation's SLTT governments and non-profit entities.

MS-ISAC Workgroups

These workgroups are voluntary committees focused on specific initiatives and deliverables in support of the MS-ISAC mission.

Who can participate in a workgroup?

Any member from any State, Local, Tribal or Territorial (SLTT) government.

What do the workgroups do?

They serve a significant role in the creation and implementation of MS-ISAC initiatives. These workgroups are also a tremendous opportunity to collaborate with your peers across the country. They identify current issues facing SLTT governments and help determine the future course of addressing cybersecurity challenges. They have been responsible for:

- authoring the *Nationwide Cyber Security Review* question set and analyzing the results;
- participating in the development and execution of cyber security exercises;
- increasing participation in National Cyber Security Awareness Month activities; and
- creating important membership materials.

How much time will I need to commit?

- Level of commitment varies by group.
- Groups generally meet by phone monthly and in person annually.
- Extent of involvement is completely your choice.

How do I join a workgroup?

Send an email to info@msisac.org with “Workgroup Request” in the subject line, and include the following:

- Name
- Workgroup of interest
- Entity/Agency Name
- Email and telephone number

Share your expertise by joining a Workgroup today!

Current Workgroups:

Business Continuity, Recovery, and Cyber Exercise

Focuses on the processes, tools, and best practices related to public sector business continuity and recovery—not only of technology assets, but also recovery of the entire organization, including people, locations, and communications.

Cyber Security Metrics

Focuses on recommending and implementing methodologies to help SLTT entities with cyber security metrics and compliance inventory, assessment, and audit of their cyber security assets. This workgroup works jointly with DHS, NASCIO and NACo to support the DHS Nationwide Cyber Security Review.

Education and Awareness

Focuses on implementing innovative strategies, improving existing programs, and promoting successful localized initiatives for national cybersecurity education, awareness, and training content to support the overall mission of the MS-ISAC.

Intel and Analysis

Focuses on promoting the development, understanding, and awareness of actionable intelligence and analysis.

Mentoring Program

Focuses on pairing new security leaders in management positions (such as Chief Information Security Officers and Chief Security Officers) with more experienced security leaders to enhance their skillsets and foster personal and professional growth.

Nationwide Cyber Security Review

The Nationwide Cyber Security Review (NCSR) is a voluntary self-assessment survey to evaluate cybersecurity management.

The Senate Appropriations Committee has requested an ongoing effort to chart nationwide progress in cybersecurity and identify emerging areas of concern. In response, the U.S. Department of Homeland Security (DHS) has partnered with the MS-ISAC, the National Association of State Chief Information Officers (NASCIO), and the National Association of Counties (NACo) to develop and conduct the NCSR.

Who can participate?

All States (and agencies), Local governments (and departments), and Tribal and Territorial governments.

Advantages of Participation:

- Free and voluntary self-assessment to evaluate your cybersecurity posture;
- Customized reports to help you understand your cybersecurity maturity, including:
 - * a detailed report of your responses along with recommendations to improve your organization's cybersecurity posture;
 - * additional summary reports that gauge your cybersecurity measures against peers (using anonymized data); and
 - * insight to help prioritize your effort to develop security controls.
- Benchmark to gauge your own year-to-year progress;
- Metrics to assist in cybersecurity investment justifications; and
- Contribute to the nation's cyber risk assessment process.

How does the Nationwide Cyber Security Review work?

- Hosted on a secure portal
- Based on the NIST Framework
- Based on key milestone activities for information risk management
- Closely aligned with security governance processes and maturity indexes embodied in accepted standards and best practices
- Covers the core components of cybersecurity and privacy programs
- Designed to be completed in about an hour

When does the survey take place?

The survey will be available from November to December each year.

For more information and to register, visit:
<http://msisac.cisecurity.org/resources/ncsr>

Survey

The NCSR provides survey participants with instructions and guidance. Additional support is available, including supplemental documentation and the ability to contact the NCSR helpdesk directly from the survey.

Once the NCSR is complete, participants will have immediate access to an individualized report measuring the level of adoption of security controls within their organization. This report includes recommendations on how to raise your organization's risk awareness. The MS-ISAC and DHS will aggregate all review data and share a high level summary with all participants. The names of participants and their organizations will not be identified in this report. This report is provided to Congress in alternate years (odd numbered years) to highlight cyber security gaps and capabilities among our State, Local, Territorial and Tribal Governments.

Partners

DHS is responsible for safeguarding our nation's critical infrastructure from physical and cyber threats that can affect national security, public safety, and economic prosperity. National Protection & Programs Directorate leads DHS's efforts to secure cyberspace and cyber infrastructure. For additional information, please visit www.dhs.gov/cyber.

NASCIO's mission is to foster government excellence through quality business practices, information management, and technology policy. Founded in 1969, the National Association of State Chief Information Officers (NASCIO) is a nonprofit, 501(c)3 association representing state chief information officers and information technology executives and managers from the states, territories, and the District of Columbia. The primary state members are senior officials from state government who have executive-level and statewide responsibility for information technology leadership. State officials who are involved in agency level information technology management may participate as associate members. Representatives from federal, municipal, international government and non-profit organizations may also participate as members. Private-sector firms may join as corporate members and participate in the Corporate Leadership Council.

The **National Association of Counties (NACo)** is the only national organization that represents county governments in the United States. Founded in 1935, NACo provides essential services to the nation's 3,069 counties. NACo advances issues with a unified voice before the federal government, improves the public's understanding of county government, assists counties in finding and sharing innovative solutions through education and research, and provides value-added services to save counties and taxpayers money. For more information about NACo, visit www.naco.org.

Cybersecurity Education

We promote proactive education of cybersecurity. The MS-ISAC produces numerous communications to engage our members and help national efforts for better cybersecurity.

Education and Awareness Materials

- **Daily Cyber Tips**
- **Monthly Newsletters:** These newsletters use non-technical language, and they can be rebranded to suit individual member needs. Newsletter topics include details on the most current threats and suggested best cybersecurity practices.
- **Bi-Monthly National Webcasts:** These feature timely topics and experts from the public and private sector sharing insight on addressing cyber challenges.

Cybersecurity Awareness Toolkit

This Cyber Security Toolkit features educational materials designed to raise cybersecurity awareness. Digital and hard copy materials are distributed to members. Members are encouraged to brand these materials for their own organizations.

Best of the Web Contest

The MS-ISAC conducts an annual Best of the Web contest to recognize state and local governments who use their websites to promote cybersecurity. We review these cybersecurity websites for all 50 state governments and the many local governments that decide to participate. The judging is based upon several criteria including cybersecurity content, usability, accessibility, and appearance.

The contest recognizes outstanding websites and highlights them as examples for others to consider when they are developing or redesigning their own sites. One overall winning website will be chosen in the state/territory category and one will be chosen in the local government category.

The Best of the Web Contest kicks off in the beginning of October, which is National Cyber Security Awareness Month. The winners are announced at the end of the month.

Poster Contest

The MS-ISAC conducts an annual National K-12 Computer Safety Poster Contest to encourage young people to use the Internet safely. The contest encourages young people to create cybersecurity messages other kids will appreciate and apply to their own lives.

The contest is open to all public, private or home-schooled students in kindergarten through twelfth grade. Winning entries of the National Poster Contest are what make up the next year's MS-ISAC Calendar, which is distributed to every MS-ISAC member as part of the cybersecurity toolkit.

The MS-ISAC Poster Contest is launched at the beginning of Cyber Security Awareness Month, and submissions are due the following January.

FedVTE

The Federal Virtual Training Environment (FedVTE) is the Department of Homeland Security's online, on-demand training center. FedVTE provides government IT professionals with hands-on labs and training courses.

For questions regarding education and awareness materials or participation in any of the items listed above, please contact info@msisac.org.

Fee Based Services for SLTT Entities

Network Monitoring and Analysis Service (Albert) is a near real-time, 24x7 network monitoring and analysis service that identifies and alerts on traditional and advanced threats within an enterprise network. Pricing is based on Average Internet Utilization Size. A one-time initiation fee of \$900 applies.

- Up to 100 Mbps - \$620/Month
- >100 Mbps - 1 Gbps - \$940/Month
- >1 Gbps - \$1,460/Month

Managed Security Services (MSS) is comprised of monitoring and/or management of security devices:

- Security Event Analysis & Notifications 24x7
- Monitoring and Management services are available for the following security devices.
 - Firewall monitoring
 - Host-based Intrusion Detection System monitoring
 - IDS/IPS monitoring and management
 - Proxy monitoring

Vulnerability Assessment Services can identify, prioritize and report critical vulnerabilities within the MS-ISAC network and web application assessments.

- Network Assessment
- Web Application Assessment, including manual analysis of reported vulnerabilities
- Prioritization of vulnerability remediation
- Customized reporting & vulnerability remediation support included
- Payment Card Industry (PCI) compliance scanning available
- Scheduled (Monthly, Quarterly, Yearly) services

Web Application Assessment	Annual Cost per Web App Scanned		
	One Time Assessment	Quarterly Assessments	Monthly Assessments
1 st Web App per Entity	\$1,025	\$1,322	\$1,918
Additional Web App per Entity	\$569	\$867	\$1,463

Network Assessment	Annual Cost per <i>Live</i> IP Scanned		
	One Time Assessment	Quarterly Assessments	Monthly Assessments
Service Level Based on the Number of Live IPs Scanned per period per Reporting Entity			
10	\$88	\$120	\$189
16-25	\$67	\$92	\$151
26-50	\$55	\$75	\$128
51-100	\$44	\$59	\$105
101-200	\$26	\$38	\$77
201-500	\$22	\$32	\$65
501-2,000	\$19	\$27	\$53

MS-ISAC Consulting Services (Statement of Work Required):

- Social Engineering (Phishing Exercises)
- External Network Penetration Testing
- Web Application Penetration Testing
- Comprehensive Security Review

Membership Discounts

Trusted Purchasing Alliance (TPA) The TPA serves SLTT governments and nonprofit entities in achieving a greater cybersecurity posture through trusted expert guidance and cost-effective procurement. The TPA builds public and private partnerships and works to enhance collaboration that improves the nation's cybersecurity posture. The TPA makes cybersecurity purchasing effective, easy and economical.

Security Benchmarks Membership

CIS is a leader in the development and distribution of consensus-based, internationally recognized best practices for assessing and improving cybersecurity for private industry, government and academia. CIS secure configuration benchmarks and automated assessment tools are used by hundreds of organizations worldwide and are accepted for compliance with many industry standards, including FISMA, PCI, and HIPAA.

CIS Security Benchmarks members can leverage more than 100 CIS configuration benchmarks covering over 14 technology groups. These members can also use CIS-CAT to assess an unlimited number of assets for a single, upfront, fixed cost.

How can CIS Benchmarks Membership and the member only resources benefit my organization?

CIS offers affordable, industry-recognized solutions to help your organization save time and money by providing resources that:

- Rapidly identify security vulnerabilities
- Measure security performance against industry best practices
- Satisfy compliance obligations <http://benchmarks.cisecurity.org/compliance>
- Improve internal security policies and procedures by leveraging best-practice guidance
- Assess system compliance with security requirements by using the CIS Configuration Assessment Tool (CIS-CAT)
- Quickly implement benchmark guidance by using CIS remediation resources
- Measure and report compliance over time per device, technology, or overall

What are the benefits of Security Benchmarks membership?

- The right to distribute the Security Benchmarks resources within your organization
- Access to CIS-CAT (See Page 19)
- Access to the member only resources on the CIS Community Website, including:
 - Benchmarks in XML/XCCDF/OVAL format which facilitates automated configuration assessment
 - Automated remediation content (i.e., Group Policy Objects)
 - Tutorials and webcasts
 - Word/Excel versions of Benchmarks
 - Member only discussion areas

- Timely electronic notification of new and updated resources
- Enhanced support from staff and developers
- Visibility of your organization's commitment to Internet security through its inclusion on the CIS member list <http://benchmarks.cisecurity.org/members>
- Use of the CIS Security Benchmarks Membership Mark on your organization's website and documents

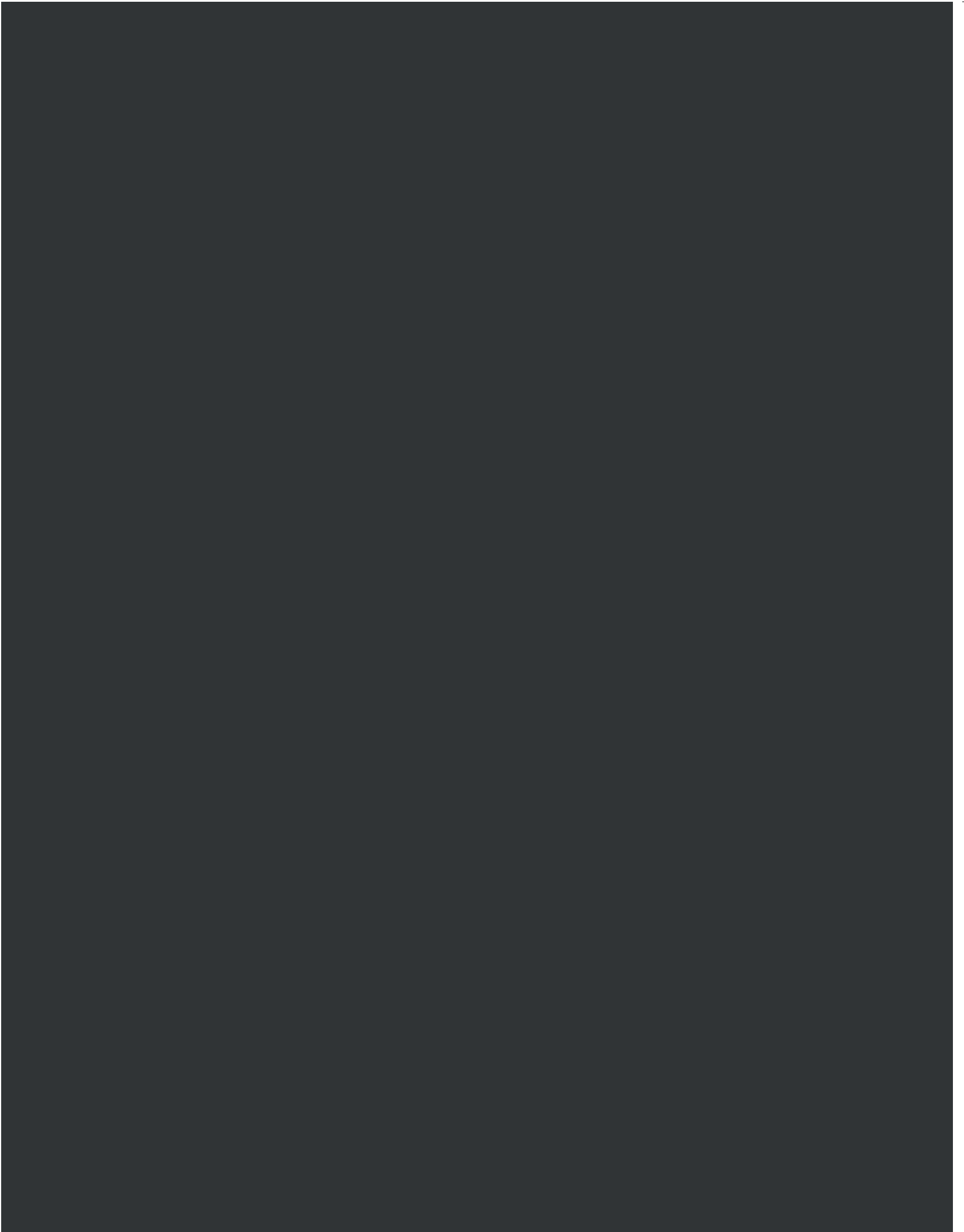
For a complete list of benefits, see <http://benchmarks.cisecurity.org/membership>

Free trial of CIS-CAT

A 14-day trial of CIS-CAT is available to companies considering membership. To start your trial today, visit <https://benchmarks.cisecurity.org/freetrial>

Security Benchmarks Membership allows the government entity the right to use and distribute the Security Benchmarks resources throughout their organizations to secure *internal* systems only. Membership fees are based on the total number of people employed at an organization. A detailed agency list is required at time of membership quote and/or enrollment. The annual fee and multi-year discount option schedule for SLTT governments is below. Contact us at info@msisac.org for more information.

Security Benchmarks Membership			
Organization Employee Range	1-Year Membership Cost (30% Savings)	2-Year Membership Cost (30% Savings)	3-Year Membership Cost (30% Savings)
250,000 or more	\$9,926	\$ 19,852	\$ 29,778
100,000 to 249,999	\$9,191	\$ 18,382	\$ 27,573
50,000 to 99,999	\$8,456	\$ 16,912	\$ 25,368
25,000 to 49,999	\$7,721	\$ 15,442	\$ 23,163
10,000 to 24,999	\$7,350	\$ 14,700	\$22,050
5,000 to 9,999	\$6,986	\$13,972	\$20,958
1,000 to 4,999	\$6,615	\$13,230	\$19,845
500 to 999	\$4,781	\$9,562	\$14,343
250 to 499	\$3,311	\$6,622	\$9,933
100 to 249	\$2,394	\$4,788	\$7,182
50 to 99	\$1,470	\$2,940	\$4,410
Up to 49	\$924	\$1,848	\$2,772



CENTER FOR INTERNET SECURITY
MULTI-STATE ISAC
Member Agreement

This Agreement ("Agreement") is made between the Charter Township of Ypsilanti, MI and the Multi-State Information Sharing and Analysis Center of the United States (MS-ISAC), a division of the Center for Internet Security.

The MS-ISAC will enable information sharing, analysis, gathering and distribution in a secure manner using facilities and methods designed to permit individual Members to submit information about security threats, vulnerabilities, incidents, and solutions securely. Only MS-ISAC members have access to review and retrieve this information. When submitting information to the MS-ISAC, Primary Custodians will identify information to the MS-ISAC in the following categories:

Category A: information that is provided only to the MS-ISAC and will not be shared with the MS-ISAC members or others except as authorized by the Primary Custodian. Category A information also consists of any non-categorized information provided to the MS-ISAC and/or pre-cleansed category B information.

Category B: information which is shared with the MS-ISAC and in consultation with the Primary Custodian is cleansed by the MS-ISAC of all identifying information and then, consistent with applicable laws, will be shared only with MS-ISAC members, or the Department of Homeland Security consistent with paragraph six (6).

Category C: information which is shared with the MS-ISAC and does not need to be cleansed and may be shared within the MS-ISAC and outside the MS-ISAC as appropriate.

MS-ISAC members acknowledge that Primary Custodian has certain cyber and/or critical infrastructure information and material that is exempt from disclosure to the public or other unauthorized persons under federal or state laws including the Homeland Security Act of 2002 (6 U.S.C. § 133). MS-ISAC members may provide access to this information and material in order to facilitate interstate communication regarding cyber and/or critical infrastructure readiness and response efforts. These efforts include, but are not limited to, disseminating early warnings of physical and cyber system threats, sharing security incident information between U.S. states, territories, the District of Columbia, tribal

nations and local governments, providing trends and other analysis for security planning, and distributing current proven security practices and suggestions. As a participating member of the MS-ISAC, Primary Custodian agrees that when sharing this information with MS-ISAC members it will do so through the MS-ISAC in accordance with the categories established in this document. MS-ISAC members agree to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the above promises recited herein, the parties agree to the following:

Definitions:

1. Primary Custodian – the entity that developed or owns the Data. Each collection of Data (database, file, etc.) shall have a single Primary Custodian.
2. MS-ISAC members – the members (U.S. states, territories, the District of Columbia, tribal nations and local governments) who may be in possession or use of Data acquired from the Primary Custodian or from the MS-ISAC.

Purpose:

3. MS-ISAC members acknowledge that the protection of Category A information is essential to the security of Primary Custodian and the mission of the MS-ISAC. The purpose of this Agreement is to enable Primary Custodian to make disclosures of Category A information to MS-ISAC while still maintaining rights in, and control over, Category A information. The purpose is also to preserve confidentiality of the Category A information and to prevent its unauthorized disclosure. It is understood that this Agreement does not grant MS-ISAC or members an express or implied license or an option on a license, or any other rights to or interests in the Category A information, or otherwise. If Primary Custodian retracts any information it sent to the MS-ISAC, then, upon notification by the Primary Custodian, the MS-ISAC will destroy such information and all copies thereof, and notify MS-ISAC members to destroy the information. If an MS-ISAC member is unable to destroy the information based on applicable law, then the member will continue to maintain the confidentiality of the information consistent with

this agreement. Upon receiving such notification, MS ISAC members will destroy such information and all copies thereof.

MS-ISAC and Member Duties:

4. MS-ISAC and members who are authorized by the Primary Custodian to receive Category A information shall, and shall cause their contractors, subcontractors, agents or any other entities acting on their behalf (hereinafter referred to as the "Affiliates") to:
 - (a) copy, reproduce or use Category A information only for the purposes of the MS-ISAC mission and not for any other purpose unless specifically authorized to do so in writing by Primary Custodian; and
 - (b) not permit any person to use or disclose the Category A information for any purpose other than those expressly authorized by this Agreement; and
 - (c) implement physical, electronic and managerial safeguards to prevent unauthorized access to or use of Category A information.

Such restrictions will be at least as stringent as those applied by the MS-ISAC and/or members to their own most valuable and confidential information.

MS-ISAC agrees to promptly notify Primary Custodian of any unauthorized release of Category A information.

5. MS-ISAC and members will not remove, obscure or alter any notice of patent, copyright, trade secret or other proprietary right from any Category A information without the prior written authorization of Primary Custodian.

Multi-State ISAC Duties:

6. The MS-ISAC and members may share with the Department of Homeland Security (DHS) pursuant to 6 U.S.C. § 133, Category A, B, and C information, unless the Primary Custodian has designated in writing that the information in question cannot be shared with our federal partners. All other information is voluntarily submitted and may be shared with the Federal Government with expectation of protection from disclosure as provided by the provisions of the Critical Infrastructure Information Act of 2002.

7. If any third party makes a demand for any Category A or B information, the MS-ISAC or member shall immediately forward such request to the Primary Custodian and consult and cooperate with the Primary Custodian and will make reasonable efforts, consistent with applicable law to protect the confidentiality of the information. Primary Custodian will, as needed, have the opportunity to seek judicial or other appropriate avenues of redress to prevent any release.
8. In non-emergency situations, as part of its multi-state communication sharing efforts, the MS-ISAC may prepare written reports. For such reports, the Primary Custodian shall be provided a period of time to review such reports, papers, or other writings and has the right to edit out its Category A information, correct factual inaccuracies, make recommendations and comments to the content of the report, and append comments to the final version of the report. The MS-ISAC members and Primary Custodian agree to work together in good faith to reach mutually agreed upon language for the report. If the parties are unable to reach agreement on an issue, Primary Custodian has the right to edit out its Category A information.

General Terms:

9. Should any court of competent jurisdiction consider any provision of this Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision(s).
10. The term of the Agreement shall continue so long as Primary Custodian remains a member of the MS-ISAC, and paragraph 3 the obligations of confidentiality as provided herein shall survive the expiration of this Agreement.
11. This Agreement will be construed and enforced in all respects in accordance with United States (U.S.) federal law or other applicable laws as addressed herein.
12. This Agreement contains the entire understanding between the parties with respect to the proprietary information described herein and supersedes all prior understandings whether written or oral. Any modification, amendment, assignment or waiver of the terms of this Agreement shall require the written approval of the authorized representative of each party.

The foregoing has been agreed to and accepted by the authorized representatives of each party whose signatures appear below:

AGREED BY:

Primary Custodian:

Center for Internet Security
Multi-State ISAC Division

Brenda L. Stumbo

Signature

Date

Karen Lovejoy Boe

Signature

Date

Brenda L. Stumbo / Karen Lovejoy Boe

MS-ISAC Chair

Print or Type Name/Title

Supervisor July 19, 2017

8001 Haggerty Rd
Belleville, MI 48111



Wednesday, March 22, 2017

JANE BILES / Ypsilanti TWP
Tammie Keen
7200 S. Huron River dr
ypsilanti, MI 48197

Regarding: 2106 Margery - Liberty Square / Ypsilanti, ypsilanti Township

Enclosed are two (2) copies of the Accounts Receivable Agreement for your signature. The payment for this work is \$12,985.00 based on:

Remove unwanted transformers, abandoning of pedestals and cable, and re-feeding of the streetlights. - 4hr of removal time per transformer x 10 transformers x hourly rate CIN 312(247.50) = \$9900.00. - 2hr of removal time per cable pole x 3 cable poles x hourly rate CIN 312(247.50) = \$1485.00. - 160 secondary to re-feed streetlights x CIN 9(10.00/ft) = \$1600.00. TOTAL = \$12,985.00

Please return the signed agreement to me with a check made payable to DTE Energy. Keep the "Customer Copy" document for your records. To ensure proper credit, the Agreement number should be indicated on your remitted check. When we receive the signed agreement and your check, we will proceed to schedule the work.

If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,

Jacob Geiger
Planner
734.397.4146
jacob.geiger@dteenergy.com

enclosures:
Two copies of the Accounts Receivable Agreement

Accounts Receivable Agreement
No. 473355616



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

"DTE Energy" is:

The DTE Energy Company
8001 Haggerty Rd
Belleville, MI 48111

"Customer" is:

JANE BILES / Ypsilanti TWP
Tammie Keen
7200 S. Huron River dr
ypsilanti, MI 48197

Background Statement: Customer requests DTE Energy to perform the work indicated below in the vicinity of 2106 Margery - Liberty Square / Ypsilanti. To do this, DTE Energy requires that payment be made in the amount indicated below. Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before performing this work.

**DTE Energy and Customer agree to the following terms:
See details of this contract under the Terms and Conditions section**

Payment for the requested work is \$12,985.00.

The type of work to be performed:

Remove unwanted transformers, abandoning of pedestals and cable, and re-feeding of the streetlights. - 4hr of removal time per transformer x 10 transformers x hourly rate CIN 312(247.50) = \$9900.00. - 2hr of removal time per cable pole x 3 cable poles x hourly rate CIN 312(247.50) = \$1485.00. - 160' secondary to re-feed streetlights x CIN 9(10.00/ft) = \$1600.00. TOTAL = \$12,985.00

In return for the above payment, The DTE Energy Company agrees to perform the requested work, providing all necessary permits and rights-of-way can be secured. This job will not be scheduled until DTE Energy receives payment for the above work.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

DTE Energy:(sign) _____ Title: Supervisor Date: 3-22-2017
Lorne Cook

Customer:(sign) Brendal L. Stumbo (print) Brendal L. Stumbo Date: 7-19-17
(sign) Karen Lougaj Roc (print) Karen Lougaj Roc Date: 7-19-17

Terms and Conditions
Accounts Receivable Agreement

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service", Rule C6.2, "Overhead Extension Policy", Rule C6.3, "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install or remove the underground or overhead conductors and any associated overhead or underground equipment required for the request, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
 - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
 - a. private electrical lines
 - b. sprinkler systems
 - c. invisible fences
 - d. swimming pool hardware
 - e. septic tanks and fields
 - f. fiber optic lines
 - g. security systems
 - h. heated sidewalk and driveway equipment
 - i. burial sites of pets
 - j. geothermal systems
 - k. private water mains and lines
 - l. solar power equipment
 - m. privately owned gas
 - n. propane and petroleum lines
 - o. any other underground equipment not previously listed.
 - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
 - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this agreement.
5. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
6. **Failure to Execute Agreement; Changes to Agreement:** If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
7. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage. DTE Energy reserves the right to retain portions of the Refundable Construction Advance to offset such damages.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.
8. **Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
9. **Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
10. **Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.

11. Governing Law and Jurisdiction - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

12. Entire Agreement - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

2017 Tax Rate Request (This form must be completed and submitted on or before September 30, 2017)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

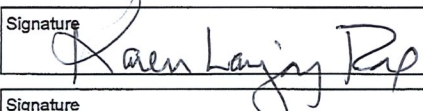

County(ies) Where the Local Government Unit Levies Taxes Washtenaw	2017 Taxable Value of ALL Properties in the Unit as of 5-22-17 1,202,096,039
Local Government Unit Requesting Millage Levy Charter Township of Ypsilanti	For LOCAL School Districts: 2017 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2017 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5)** 2016 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2017 Current Year "Headlee" Millage Reduction Fraction	(7) 2017 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	Gen Op	N/A	1.1160	1.0262	.9908	1.0167	1.0000	1.0167		1.0167	N/A
Voted	Fire Prot	11/8/16	3.1250	3.1250	.9908	3.0962	1.0000	3.0962		3.0962	2020
Voted	Sld Waste	11/8/16	2.1550	2.1550	.9908	2.1351	1.0000	2.1351		2.1351	2020
Voted	Police	11/8/16	5.9500	5.9500	.9908	5.8952	1.0000	5.8952		5.8952	2020
Voted	Rec/BP	11/8/16	1.0059	1.0059	.9908	.9966	1.0000	.9966		.9966	2020
PA 235	FPen/HC	N/A						1.2000		1.2000	2020

Prepared by Javonna Neel	Telephone Number (734) 484-3702	Title of Preparer Accounting Director	Date 7/18/17
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature 	Print Name Karen Lovejoy Roe	Date 7/18/17
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson			
<input checked="" type="checkbox"/> President	Signature 	Print Name Brenda L. Stumbo	Date 7/18/17

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

<small>Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2017 for instructions on completing this section.</small>	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	