# CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS WILLIAMS JIMMIE WILSON, JR.

January 17, 2017

Work Session – 6:00 p.m. Regular Meeting – 7:00 p.m.

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

# DEPARTMENTAL REPORTS

			ear to Date			
	F	Prior Year Comparison				
Month	Revenue		Revenue			
	2015		2016			
January	\$101,726.02	\$	121,678.02			
February	\$127,974.93	\$	175,343.69			
March	\$119,020.09	\$	154,916.76			
April	\$119,225.82	\$	133,933.35			
Мау	\$90,046.85	\$	136,097.41			
June	\$87,731.39	\$	138,669.47			
July	\$103,821.60	\$	131,882.07			
August	\$110,392.69	\$	156,356.14			
September	\$124,547.06	\$	155,340.95			
October	\$112,911.89	\$	148,098.94			
November	\$91,790.74	\$	134,130.41			
December	\$108,226.82	\$	106,942.52			
Grant:	\$41,250.00	\$	82,500.00			
Standardization						
Payment:	\$45,724.00	\$	45,724.00			
Year-to Date						
Totals:	\$1,384,389.90	\$	1,821,613.73			
Expenditure						
Budget:	\$1,328,089.00	\$	1,443,321.00			
Difference:	\$56,300.90	\$	378,292.73			

#### 14-B District Court

#### Monthly Disbursements

#### December 2016

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

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

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

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

All other revenues are transferred to the Ypsilanti Township Treasurer.

#### **December 2016 Disbursements:**

Washtenaw County:	\$ 3,261.16
State of Michigan:	\$ 51,619.44
Ypsilanti Township Treasurer:	\$106,942.52

TOTAL: \$161,823.12

#### Revenue Report for December 2016

#### **General Account**

Account Number		
Due to Washtenaw County		
(101-000-000-214.222)		<u>\$3,261.16</u>
Due to State Treasurer		
Civil Filing Fee Fund (MCL 600.171):	\$15,827.00	
State Court Fund (MCL 600.8371):	\$950.00	
Justice System Fund (MCL 600.181):	\$21,237.94	
Juror Compensation Reimbursement Fund:		
Civil Jury Demand Fee (MCL 600.8371):	\$0.00	
Drivers License Clearance Fees (MCL 257.321a):	\$1,560.00	
Crime Victims Rights Fund (MCL 780.905):	\$5,719.50	
Judgment Fee (Dept. of Natural Resources):	\$0.00	
E-File Fee (228.56):	\$4,780.00	
Due to Secretary of State		
(101-000-000-206.136)	\$1,545.00	

Total: **\$51,619.44** 

\$106,942.52

Total:

#### Due to Ypsilanti Township

Court Costs (101-000-000-602.136):	\$37,948.80	
Civil Fees (101-000-000-603.136):	\$14,343.00	
Probation Fees (101-000-000-604.000):	\$7,141.13	
Ordinance Fines (101-000-000-605.001):	\$47,844.01	
Bond Forfeitures (101-000-000-605.003):	\$500.00	
Interest Earned (101-000-000-605.004):	\$0.00	
State Aid-Caseflow Assistance (101-000-602.544):	\$0.00	
Expense Write-Off:	\$0.00	
Bank Charges (Expense - 101.136.000.957.000):	(\$834.42)	

Total to General Account - (101.000.000.004.136): Escrow Account		
(101-000-000-205.136)		
Court Ordered Escrow:	\$520.00	
Garnishment Proceeds:	\$0.00	
Bonds:	\$34,694.00	
Restitution:	\$5,164.21	
Total to Escrow Account - (101.000.000.205.136):		\$40,378.21

#### <u>YPSILANTI TOWNSHIP FIRE DEPARTMENT</u> <u>MONTHLY REPORT</u>

#### NOVEMBER 2016

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains
1 Clerk III/Staff Support	3 Shift Lieutenants

17 Fire Fighters2 Probationary Fire Fighters

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 367 requests for assistance. Of those requests, 252 were medical emergency service calls, with the remaining 115 incidents classified as non-medical and/or fire related.

Department activities for the month of November, 2016:

- 1) The Public Education Department participated in the following events:
  - a) Truck Demonstration at East Arbor Academy
  - b) Hosted Presidential Elections
  - c) Smoke Alarms: 8780 Martz (2) & 5594 Pineview Drive (2)
  - d) Car Seat fittings for U of M Buckle Up program
- 2) Fire fighters attended 7 neighborhood watch meetings
- 3) Fire fighters received training in the following areas:
  - a) Washtenaw County Tech Rescue Team
  - b) Fire Safety & Survival
  - c) Annual Ford Lake Dam EAP

Monthly Report – November 2016 Page 2

The Fire Chief attended these meetings / events for the month of November, 2016:

- 1) WAMAA meeting
- 2) Election Preparations
- 3) Evaluation of Entry Level Firefighters
- 4) 2 Negotiation Prep meetings with Township Negotiation Team
- 5) Inspection at Clark East Tower
- 6) Review of Incident at 1269 E Michigan
- 7) Collection of First Responder Report forms
- 8) Officers meeting
- 9) Interviews for Entry Level Firefighters
- 10) 2 Liquor License Reinspections
- 11) Meeting with Neighborhood Watch Coordinator Keen
- 12) Civil Service meeting
- 13) 3 Boardup Vendor meetings
- 14) Pre-Construction meeting with Penske Trucking
- 15) Website Review / Update with IT Department
- 16) Sprinkler Inspection for 2701 N I94 Service Drive
- 17) Swear In Ceremony for new Township Trustees & Park Commissioners
- 18) New Township Trustee Orientation
- 19) 2 Firefighter Negotiation meetings with Firefighter Union
- 20) Neighborhood Watch meeting at Lakeview Mobile Home Park
- 21) Hood Inspection for 3150 W Michigan
- 22) 1 Burn Permit issued
- 23) Completed 2 Addressing Requests
- 24) Southeast Michigan Fire Chiefs meeting
- 25) Finalized 2017 Budget

Monthly Report – November, 2016 Page 3

There was 0 injuries and 0 deaths reported this month for civilians.

There was 0 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at *\$5,000.00*. All occurred at the following locations:

DATE OF LOSS	ADDRESS	EST	ΓΙΜΑΤΕD LOSS
1) 11/01/2016	854 Maplewood	\$	0.00 (outside rubbish)
2) 11/02/2016	1440 Andrea	\$	500.00 (cooking)
3) 11/09/2016	3027 Roundtree #A2	\$	400.00 (cooking)
4) 11/10/2016	2681 International #1501	\$	0.00 (cooking)
5) 11/14/2016	2210 Woodview Drive	\$	4,000.00 (building)
6) 11/16/2016	Merritt @ Stony Creek	\$	0.00 (brush)
7) 11/16/2016	1753 Emerson	\$	0.00 (brush)
8) 11/22/2016	Parkwood @ Airport Ind	\$	100.00 (vehicle)
9) 11/23/2016	588 Hamilton	\$	0.00 (Mutual Aid – City of Ypsilanti)
10) 11/29/2016	510 N Congress	\$	0.00 (Mutual Aid – City of Ypsilanti)

Respectfully submitted,

Rhonda Bates, Clerical Support Staff Charter Township of Ypsilanti Fire Department

Attachment: Fire House Incident Type Report (Summary) 11/01/2016 - 11/30/2016

#### Ypsilanti Township Fire Department

#### Incident Type Report (Summary)

# Alarm Date Between $\{11/01/16\}$ And $\{11/30/16\}$

	_	Pct of	Total	Pct of
Incident Type	Count	Incidents	Est Loss	Losses
1 Fire				
111 Building fire	2	0.54%	\$4,000	80.00%
113 Cooking fire, confined to container	4	1.09%	\$900	18.00%
131 Passenger vehicle fire	1	0.27%	\$100	2.00%
142 Brush or brush-and-grass mixture fire	2	0.54%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.27%	\$0	0.00%
	10	2.72%	\$5,000	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	44	11.99%	\$0	0.00%
311 Medical assist, assist EMS crew	35	9.54%	\$0	0.00%
320 Emergency medical service, other	8	2.18%	\$0	0.00%
321 EMS call, excluding vehicle accident with in	njun1y44	39.24%	\$0	0.00%
322 Motor vehicle accident with injuries	4	1.09%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.27%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	15	4.09%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	0.27%	\$0	0.00%
	252	68.66%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.27%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	0.27%	\$0 \$0	0.00%
424 Carbon monoxide incident	1	0.27%	\$0 \$0	0.00%
440 Electrical wiring/equipment problem, Other	3	0.82%	\$0 \$0	0.00%
442 Overheated motor	1	0.27%	\$0 \$0	0.00%
444 Power line down	3	0.82%	\$0 \$0	0.00%
445 Arcing, shorted electrical equipment	1	0.27%	\$0	0.00%
	11	3.00%	\$0	0.00%
5 A				
5 Service Call 500 Service Call, other	1	0.27%	\$0	0.00%
510 Person in distress, Other	1	0.27%	\$0 \$0	0.00%
	⊥ 4	1.09%	\$0 \$0	0.00%
5501 Neighborhood Watch 5502 Community Outreach	4	0.27%	\$0 \$0	0.00%
5502 Community Outreach 554 Assist invalid	1	0.27%		0.00%
554 Assist invalla 561 Unauthorized burning	⊥ 8	2.18%	\$0 \$0	0.00%
		<u> </u>	· · ·	
	16	4.36%	\$0	0.00%

#### 6 Good Intent Call

### Ypsilanti Township Fire Department

#### Incident Type Report (Summary)

# Alarm Date Between $\{11/01/16\}$ And $\{11/30/16\}$

		Pct of	Total	Pct of
Incident Type	Count	Incidents	Est Loss	Losses
6 Good Intent Call				
600 Good intent call, Other	5	1.36%	\$0	0.00%
611 Dispatched & cancelled en route	21	5.72%	\$0	0.00%
6111 Canceled on Arrival	23	6.27%	\$0	0.00%
622 No Incident found on arrival at dispatch add	ress 6	1.63%	\$0	0.00%
	55	14.99%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	7	1.91%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	0.27%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.27%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.27%	\$0	0.00%
743 Smoke detector activation, no fire - uninten	tional	0.54%	\$0	0.00%
744 Detector activation, no fire - unintentional	4	1.09%	\$0	0.00%
745 Alarm system activation, no fire - unintenti	onal 7	1.91%	\$0	0.00%
	23	6.27%	\$0	0.00%

Total Incident Count: 367

Total Est Loss:

\$5,000

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Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE•YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS • JIMMIE WILSON, JR.

# WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, JANUARY 17, 2017

# 6:00PM

## CIVIC CENTER BOARD ROOM 7200 HURON RIVER DRIVE

# **REVIEW AGENDA**

A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

# **OTHER DISCUSSION**

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



# Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE•YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS • JIMMIE WILSON, JR.

**REGULAR MEETING AGENDA** TUESDAY, JANUARY 17, 2017 7:00 P.M.

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. PUBLIC COMMENTS
- 4. CONSENT AGENDA
  - A. MINUTES OF THE DECEMBER 20, 2016 REGULAR MEETING
  - **B. STATEMENTS AND CHECKS** 
    - 1. STATEMENTS AND CHECKS FOR YEAR END DECEMBER 22, 2016 IN THE AMOUNT OF \$690,462.74
    - 2. STATEMENTS AND CHECKS FOR JANUARY 17, 2017 IN THE AMOUNT OF \$653,071.33
    - 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR DECEMBER 2016 IN THE AMOUNT OF \$30,100.80
  - C. DECEMBER 2016 TREASURER'S REPORT
  - D. 2016 ANNUAL TREASURER'S REPORT
- 5. SUPERVISOR REPORT
- 6. CLERK REPORT
- 7. TREASURER REPORT
- 8. TRUSTEE REPORT
- 9. ATTORNEY REPORT
  - A. GENERAL LEGAL UPDATE

#### OLD BUSINESS

1. REQUEST AUTHORIZATION FOR TOWNSHIP ATTORNEY DOUG WINTERS AND ATTORNEY ADAM COHEN TO ENTER INTO NEGOTIATIONS WITH NEXUS FOR TEMPORARY AND PERMANENT EASEMENT AGREEMENTS ON TOWNSHIP OWNED PROPERTY AS REQUESTED BY NEXUS (TABLED AT THE DECEMBER 6, 2016 REGULAR MEETING)

#### **NEW BUSINESS**

- 1. BUDGET AMENDMENT #1
- RESOLUTION 2017-01, APPROVING REFUNDING CONTRACT FOR YCUA BONDS MATURING 2018-2032 (2002 SANITARY SEWER SYSTEM NO. 3 BONDS DATED NOVEMBER 26, 2002 AND WATER SUPPLY SYSTEM NO. 6 BONDS DATED FEBRUARY 6,2007) NOT TO EXCEED PRINCIPAL AMOUNT OF \$7,500,000 2017 REFUNDING BONDS
- 3. RESOLUTION 2017-02, OWNERS DAM SAFETY PROGRAM
- 4. REQUEST OF ANGELA VERGES, RECREATION SUPERINTENDENT TO PURCHASE A SOFTWARE UPGRADE FROM RECTRAC, A SINGLE SOURCE VENDOR, IN THE AMOUNT OF \$7,705.00 BUDGETED IN LINE ITEM 101-266-000-977-001
- 5. REQUEST OF KAREN WALLIN, HUMAN RESOURCE GENERALIST FOR AUTHORIZATION TO CREATE AN ASSISTANT I.T. MANAGER POSITION WITHIN THE TEAMSTER BARGAINING UNIT WITH PROPOSED SALARY OF \$55,000.00 PER YEAR AND TO WAIVE EXTERNAL POSTING AND FILL THE POSITION INTERNALLY
- 6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1635 WISMER, 618 BAGLEY, 456 HAYES, 1715 BEVERLY, 2355 WIARD, AND 1711/1731 CADILLAC IN THE AMOUNT OF \$35,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

#### **OTHER BUSINESS**

Ypsilanti Township Board Agenda

January 17, 2017

# **PUBLIC COMMENTS**

# **CONSENT AGENDA**

# CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE DECEMBER 20, 2016 REGULAR BOARD MEETING

Supervisor Stumbo called the meeting to order at approximately 7:02 pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer observed.

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

Legal Counsel: Wm. Douglas Winters

# **PUBLIC COMMENTS**

Arloa Kaiser, Township Resident encouraged the township residents and board to send letters to state representatives stating the state flag should not be changed. She said there were other things the state should spend money on and not on a new state flag.

Jo Ann McCollum, Township Resident stated that she heard the Township Planning Director had resigned and asked when a new Director would be hired. Supervisor Stumbo stated that currently the township would utilize the services of the Township Planning Consultant, who she explained has worked with the Township before. Supervisor Stumbo stated the advertisement and hiring process for filling the position had not started at this time but the plans were to fill the vacant position.

Tanisha Moore, Ypsilanti City Resident stated she was finishing an internship with Rep. David Rutledge and wanted to introduce herself to the board.

Kirk Sherwood, candidate for Director of Golf at Green Oaks introduced himself to the board. He said he would like to get the community more involved in the Golf Course and return it to a course where the community would enjoy playing on it.

## **CONSENT AGENDA**

- A. MINUTES OF THE DECEMBER 6, 2016 WORK SESSION AND REGULAR MEETING
- **B. STATEMENTS AND CHECKS** 
  - 1. STATEMENTS AND CHECKS FOR THE DECEMBER 20, 2016 IN THE AMOUNT OF \$736,475.15
  - 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR NOVEMBER 2016 IN THE AMOUNT OF \$26,803.95
  - 3. CHOICE HEALTH CARE ADMIN FEE FOR OCTOBER-DECEMBER 2016 IN THE AMOUNT OF \$3,622.50

### C. NOVEMBER 2016 TREASURER'S REPORT

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

The motion carried unanimously.

## SUPERVISOR REPORT

Supervisor Stumbo stated she and Trustee Ross-Williams had contacted MDOT for a study regarding the US 12/Willow Run By-Pass. She said that MDOT responded and said the study cannot be completed until the road improvements are completed. She stated the Washtenaw County Road Commission agreed to meet to discuss the intersection at Dorset Ave. and the Service Drive.

Supervisor Stumbo said that there was a Michigan Senate Bill being introduced regarding changing the state flag. She said at this point it had not moved and our lobbyist, Kirk Profit, would let us know if it was re-introduced.

Supervisor Stumbo stated that she looked forward to 2017 and said she felt a lot was accomplished in 2016. She shared that she was thankful for the employees at the Township and the new Township Board members, and said she was proud to work together in 2017 and to continue as the Townships' Public Servant again for the next four years.

#### **CLERK REPORT**

Clerk Lovejoy Roe stated she and her staff participated in the statewide election recount. She said for 2 days they worked on the recount and although the recount was cancelled, she felt they learned a lot and the good news was the process worked and there was no indication of election fraud throughout the State of Michigan. Clerk Lovejoy Roe shared that one of the Clerk's staff, Ruby Walker, was recently diagnosed with a serious illness and Clerk Lovejoy Roe requested she be added to your prayer lists.

Clerk Lovejoy Roe stated that she was thankful for being able to do the Clerk's work in the Township. She said it was a blessing to have a job that she was passionate about and that she was excited to work with the new board for the next four years on behalf of all our Township residents.

#### **TREASURER REPORT**

Treasurer Doe wished the Township residents and Township staff a very Merry Christmas and a safe New Year.

### **TRUSTEE REPORT**

Trustee Ross-Williams wished everyone a Merry Christmas. She added that she had the opportunity to go over to the Community Center to play Pickle Ball and enjoyed the game. She stated she would encourage anyone to try the game out because it was a lot of fun.

### **ATTORNEY REPORT**

### A. GENERAL LEGAL UPDATE

Attorney Winters stated he continued to update the new board members along with the rest of the board on some of the issues that are ongoing in the Township.

He said the sale of the property at 1476 Blossom Ave. was an example of how our partnership with Habitat for Humanity pays huge dividends to the Township. He said 1476 Blossom Ave. had numerous violations and when it went back to the County for unpaid taxes, the Township purchased that property for \$10,000.00 which in turn was purchased by Habitat from the Township for \$10,000.00. He said that Habitat renovated the home with high-end efficiency appliances, new windows, new roof, etc. and on November 30, 2016 he reported the property was sold to a homeowner for \$130,000.00. He said that many of the homes in that area were being sold for \$45,000.00 and with this sale the other homes become more valuable and it may spur other homeowners to update their homes and that would contribute to the cycle for neighborhood stabilization.

Attorney Winters stated that the sale of the SBA Cell Tower was completed and the check for \$334,000.00 had been received and a payment would be made on the Seaver Farm Bond Debt as the board had requested.

Attorney Winters stated that regarding the Nexus Pipeline request for easements, the Township Board had not authorized negotiations but he was researching some of the concerns the Township had with the pipeline such as what type of environmental impact the pipeline would have on Township property, what was the reasoning behind Nexus seeking to have the odorization requirements waived for the section of the pipeline that would be installed in the Township. Attorney Winters said that he along with Clerk Lovejoy Roe and Treasurer Doe met with a team of people from Nexus to find answers to the Township Boards questions and concerns. He said he received a 75-page response before the Board Meeting and would pass that along to the Township Board.

Attorney Winters stated the Fire Fighter contract negotiations were underway and would be coming before the Township Board in the months ahead.

Attorney Winters thanked the board for their support and kindness during the loss of both his father and sister within 3 months of each other in the past year.

# **OLD BUSINESS**

1. RESOLUTION 2016-65, CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #208 FOR THE TREMONT SUBDIVISION (PUBLIC HEARING HELD AT THE DECEMBER 6, 2016 REGULAR MEETING)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2016-65, Creation of Streetlight Special Assessment District #208 for the Tremont Subdivision (Public Hearing Held at the December 6, 2016 Regular Meeting (see attached).

Clerk Lovejoy Roe explained the change to the current resolution that was different from the resolution presented at the last Board meeting, reflecting a reduced cost to the residents due to the Township Board authorizing to pay for the LED upgrades to the old lights in the Tremont subdivision. She also reported that she had met with the resident on Colchester about moving one light from Colchester (in front of his home) to Regent Dr. as requested by a resident at the Public Hearing. The resident was supportive and in agreement to move the light to Regent Dr.

Trustee Jimmie Wilson, Jr. thanked Clerk Lovejoy Roe for following up with the concerns from the Residents.

Wilson:YesDoe:YesStumbo:YesLovejoy Roe:YesRoss Williams:YesEldridge:YesJarrell Roe:Yes

The motion carried unanimously.

## **NEW BUSINESS**

#### 1. BUDGET AMENDMENT #18

A Motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Budget Amendment #18 (see attached).

The motion carried unanimously.

2. RESOLUTION 2016-66, BOARDS AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS

A Motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Resolution 2016-66, Boards and Commissions Appointments and Reappointments (see attached).

The motion carried unanimously.

3. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR AUTHORIZATION TO OFFER THE DIRECTOR OF GOLF OPERATIONS POSITION TO KIRK SHERWOOD II

### A Motion was made by Karen Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Karen Wallin, Human Resources for Authorization to Offer the Director of Golf Operations Position to Kirk Sherwood II.

Karen Wallin, Human Resources explained the hiring process which was completed with offering the position to Kirk Sherwood II. She said his position would begin in January 2017. Trustee Eldridge questioned what LWOP meant and Ms. Wallin commented it was Leave Without Pay. Trustee Eldridge asked for clarification regarding wording in the proposed contract where under supervision Trustee Eldridge stated that it indicated that Mr. Sherwood would be in charge of the Superintendent and later in the job description, Trustee Eldridge said the contract stated that the Director of Golf Operations would work in cooperation with the Golf Superintendent. Ms. Wallin stated that there were no changes in the job description from previous hires. Trustee Eldridge also asked what the extra responsibilities were for the Director over the winter months when there was less work being done and he said he wondered if they had been addressed. Karen Wallin indicated that the responsibilities over the winter had been addressed. Trustee Eldridge questioned why the last Directors' salary was in excess of \$50,000.00 and wondered why the salary for Mr. Sherwood was different. Ms. Wallin stated the last Director began with a salary of \$48,000.00 and with golf revenue increases, the salary was increased. Trustee Eldridge stated that because he had someone related to him involved in the hiring process he would not vote on the motion. Attorney Winters stated that if Trustee Eldridge felt he should abstain the board should not force him to vote.

# A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to allow Trustee Eldridge to abstain from the vote.

Jarrell Roe:	Yes	<b>Ross-Williams:</b>	Yes	Lovejoy Roe:	Yes
Stumbo:	Yes	Doe:	Yes	Wilson:	Yes

The motion carried unanimously.

A Motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Karen Wallin, Human Resources for Authorization to Offer the Director of Golf Operations Position to Kirk Sherwood II.

The motion carried with Trustee Eldridge abstaining.

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

### The motion carried unanimously.

The meeting was adjourned at approximately 7:32p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

# Charter Township of Ypsilanti

# **RESOLUTION NO. 2016-65**

#### CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #208 FOR THE TREMONT SUBDIVISION

**WHEREAS**, on or about October 6, 2016, the Township Clerk received a petition from the record owners of persons having a vendee's interest as shown by the records in the Washtenaw County Register of Deeds Office or as shown on the tax rolls of the Township, petitioning the Township Board for additional LED street lighting and the conversion of current street lighting to LED for the Tremont Subdivision , consisting of 188 parcels, in Ypsilanti Township and for the creation and establishment of a special assessment district #208 for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

**WHEREAS**, the Township Clerk requested of Detroit Edison, proposed plans describing the street lighting improvement and the location of said improvements with an estimate of said costs; and

WHEREAS, on October 25, 2016 Lance Alley of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for the Tremont Subdivision, Ypsilanti Township, consisting of 188 parcels, which said plans included, *inter alia*, the installation of fifteen (15) "*new 60 watt Granville LED with gold ribs and bands*" and the conversion to LED of twenty-four (24) "*existing 100 watt HPS acorns with gold ribs and bands*" with the cost of said improvements being approximately:

Total Estimate Construction Cost:	.\$80,966.90
Total Lamp Charge For Three (3) Years:	.\$13,875.75
Contribution (Cost minus 3 years revenue):	
Total Annual Lamp Charges:	

WHEREAS, on December 15, 2016 the Township Clerk received notification from the Township Assessor that the cost of providing street lights for the Tremont Subdivision, Ypsilanti Township, consisting of 188 parcels, which said plans included, *inter alia*, the installation of fifteen (15) *"new 60 watt Granville LED with gold ribs and bands"* and the conversion to LED of twenty-four (24) *"existing 100 watt HPS acorns with gold ribs and bands to be converted to 60 watt Granville LED with gold ribs and bands"* (construction costs of \$15,096.00 for the LED conversion will not be included in the special assessment district) will be **\$52.26** per parcel for a 10-year period; thereafter, said costs shall be estimated at **\$24.60** per parcel for street lighting, based on general benefit; and

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the December 6, 2016 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

**WHEREAS,** the Township Clerk has also published in a newspaper of general circulation the time, place and purpose of said public hearing and the district affected thereto; and

**WHEREAS**, on December 6, 2016, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

**NOW THEREFORE, BE IT RESOLVED,** that the Charter Township of Ypsilanti determines that the petition filed by the record owners of the Tremont Subdivison, consisting of 188 parcels, on October 6, 2016, is sufficient for all purposes set forth pursuant to Act 188 of the Public Acts of 1954, as amended.

**BE IT FURTHER RESOLVED**, that a special assessment district #208 be created for the purpose of providing street lights for the Tremont Subdivision, consisting of 188 parcels.

**BE IT FURTHER RESOLVED**, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for the Tremont Subdivision, consisting of 188 parcels, which said plans included, *inter alia*, the installation of fifteen (15) *"new 60 watt Granville LED with gold ribs and bands"* and the conversion to LED of twenty-four (24) *"existing 100 watt HPS acorns with gold ribs and bands to be converted to 60 watt Granville LED with gold ribs and bands"* (construction costs of \$15,096.00 for the LED conversion will not be included in the special assessment district) will be **\$52.26** per parcel for a 10-year period; thereafter, said costs shall be estimated at **\$24.60** per parcel for street lighting, based on general benefit.

**BE IT FURTHER RESOLVED**, that the Township Supervisor shall make a special assessment upon all the lands and premises contained herein to defray the expenses of lighting said streets.

**BE IT FURTHER RESOLVED**, that the Township Board shall hereinafter annually determine on or before September 30 of each year, the amount to be assessed in said district for lighting said streets and shall direct the Township Assessor to levy such amounts therein.

**BE IT FURTHER RESOLVED**, that when the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.

**BE IT FURTHER RESOLVED**, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2016-65 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 20, 2016.

Jaren Davers

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

#### CHARTER TOWNSHIP OF YPSILANTI 2016 BUDGET AMENDMENT #18

December 20, 2016

#### **101 - GENERAL OPERATIONS FUND**

Request to increase the budget for the Township Project Engineer line item in the Community Development Department. This is for the engineering professional services of Orchard, Hiltz & McCliment (OHM). This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$5,600.00
		Net Revenues	\$5,600.00
Expenditures:	Township Projects-Engineer	101-371-000-817.000	\$5,600.00
		Net Expenditures	\$5,600.00

Request to increase budget for DTE to convert 24 existing mercury and sodium vapor street lights to LED cost savings lights in the Tremont Subdivision. This will be fund by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$15,096.00
		Net Revenues	\$15,096.00
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$15,096.00
		Net Expenditures	\$15,096.00

Budget Line Transfer request to complete a transfer between Cost Centers (Departments). We would like to move the available budgeted funds from our Other Functions Department for Consultant - Community Development, which was used for the retainer for the Township Planner Carlisle Wortman and move to Community Development Department for the Township Planner - Carlisle Wortman . This will allow us to track all planning expenditures in one department. There will be no change to the overall budget.

Expenditures:	Township Projects-Planner	101-371-000-801.003	\$8,875.00
		Expenditures	\$8,875.00
Expenditures:	Consultant - Community Development	101-956-000-817.371	(\$8,875.00)
		Expenditures	(\$8,875.00)

Total Increase \$20,696.00

#### CHARTER TOWNSHIP OF YPSILANTI 2016 BUDGET AMENDMENT #18

#### December 20, 2016

#### 584 - GOLF COURSE FUND

Total Increase \$7,824.00

Request to reduce the budgeted revenue for cart rentals and increase the budget revenue line for prior year fund balance due to the lower than anticipated revenues projected for cart rentals in 2016. This will not increase the over all budget amount of the Golf Course Fund, but allow appropriation from prior year fund balance to cover the shortfall.

Revenues:	Prior Year Fund Balance	584-000-000-699.000	\$43,000.00
		Revenues	\$43,000.00
Revenues:	Equipment Rentals - Carts	584-000-000-667.004	(\$43,000.00)
		Revenues	(\$43,000.00)

Request to increase the budget for the cost of food & beverages sold at the Golf Course. The Golf Course need to purchase more food & beverage than anticipated. This year the net profit from the sale of food & beverage was \$11,368.70. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	584-000-000-699.000	\$7,824.00
		Net Revenues	\$7,824.00
Expenditures:	Cost of Goods - Pro Shop Food & Beverage	584-584-000-757.008	\$7,824.00
		Net Expenditures	\$7,824.00

Motion to Amend the 2016 Budget (#18):

Move to increase the General Fund budget by \$20,696 to \$8,895,941 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$7,824 to \$689,615 and approve the department line item changes as outlined.

# **CHARTER TOWNSHIP OF YPSILANTI**

# **Resolution No. 2016-66**

# **2017 Board and Commissions Appointments** and Re-Appointments

## **REAPPOINTMENTS**

<u>Board of Review</u> Lathion, Marsha Stovall, Maurice Peterson, Gloria (Alternate)	<b>Term</b> 2 Years 2 Years 2 Years	Expiration Date 12/31/2018 12/31/2018 12/31/2018
<b><u>Civil Service Commission</u></b> Troy, Mike (appointed by Firefighters)	<u>Term</u> 2 Years	Expiration Date 12/31/2018
<u>Construction Board of Appeals</u> Cook, Roger Foley, Jesse McComb, Alan	<b>Term</b> 2 Years 2 Years 2 Years	Expiration Date 12/31/2018 12/31/2018 12/31/2018
<u>Election Board</u> Roe, Karen Lovejoy		Expiration Date 11/20/2020
<u>Joint Labor Management Team</u> Doe, Lawrence Roe, Karen Lovejoy		Expiration Date 11/20/2020 11/20/2020
<u>Local Development Finance Authority (LDFA)</u> Doe, Lawrence Stumbo, Brenda		Expiration Date 11/20/2020 11/20/2020
<u>Planning Commission</u> Eldridge, Stan (Board Liaison) Krieg, Laurence Peterson, Gloria	<b>Term</b> 3 Years 3 Years	Expiration Date 11/20/2020 12/31/2019 12/31/2019
SE Michigan Council of Governments (SEMCOG) Doe, Lawrence (Alternate)	1	Expiration Date
Washtenaw Urban Executive Committee/Home ( Stumbo, Brenda (Delegate) Roe, Karen Lovejoy (Alternate)	Consortium Board	Expiration Date 11/20/2020 11/20/2020
<u>Weed Commissioner</u> Elling, Bill	<u>Term</u> 2 Years	Expiration Date 12/31/2018
Ypsilanti Community Utilities Authority Doe, Lawrence	<b>Term</b> 3 Years	Expiration Date 12/31/2019
<u>Zoning Board of Appeals</u> Iacoangeli, Jason	<b>Term</b> 3 Years	Expiration Date 12/31/2019

## **APPOINTMENTS**

<b>Board of Revie</b>	W
Craven, Brenda	

<u>Term</u> 2 Years Expiration Date 12/31/2018

#### n Date

#### n Date

<u>Election Board</u> Eldridge, Stan Williams, Monica Ross

#### Huron River Watershed Council

Wilson, Jimmie (Alternate)

#### Local Development Finance Authority

Jefferson, Ricky (County Liaison) Roe, Heather Jarrell Wyrybkowski, Nancy

#### Planning Commission

lacoangeli, Jason

#### SE Michigan Council of Governments (SEMCOG)

Roe, Heather Jarrell (Delegate)

#### Washtenaw Area Transportation Study Committee (WATS)

Williams, Monica Ross (Policy) Stumbo, Brenda (Technical)

#### Zoning Board of Appeals

Adams, Gage Wilson, Jimmie (Board Liaison) El-Assadi, Becky (Alternate) <u>Term</u> 3 Years

Term

3 Years

3 Years

# Expiration Date 11/20/2020

11/20/2020

# Expiration Date 11/20/2020

Expiration Date 12/31/2020

11/20/2020 Staff Assignment

Expiration Date 12/31/2019

Expiration Date 11/20/2020

### **Expiration Date**

11/20/2020 11/20/2020

#### **Expiration Date**

12/31/2019 11/20/2020 12/31/2019

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2016-66 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 20, 2016.

aren Davers

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

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



Charter Township of Ypsilanti

Accounting Department

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

# STATEMENTS AND CHECKS

DECEMBER 22, 2016 YEAR END CHECK RUN

GRAND TOTAL -	\$	690,462.74
CREDIT CARD PURCHASES-	\$_	.00
HAND CHECKS -	\$	318,903.35
ACCOUNTS PAYABLE CHECKS -	\$	371,559.02

Choice Health Care Deductible -

ACH EFT - \$ ADMIN FEE - \$ 12/22/2016 02:01 PM User: mharris DB: Ypsilanti-Twp

Amount Check Date Check Vendor Name Bank AP AP 3,744.34 12/16/2016 174036 AT & T 101.22 12/16/2016 174037 AT & T 12/16/2016 174038 AT & T 27.61 21.10 12/16/2016 174039 COMCAST CABLE COMCAST CABLE 104.85 12/16/2016 174040 239.85 12/16/2016 174041 COMCAST CABLE 104.85 12/16/2016 174042 COMCAST CABLE 104.85 COMCAST CABLE 12/16/2016 174043 98.08 12/16/2016 174044 COMCAST CABLE 104.85 12/16/2016 174045 COMCAST CABLE 94.85 12/16/2016 174046 COMCAST CABLE COMCAST CABLE 234.85 12/16/2016 174047 117,291.35 v 174048 SPICER GROUP 12/16/2016 7,000.00 U.S. POSTAL SERVICE\* 12/16/2016 174049 174050 VERIZON WIRELESS 2,029.01 12/16/2016 71.05 VERIZON WIRELESS 12/16/2016 174051 101.14 VERIZON WIRELESS 12/16/2016 174052 12/16/2016 174053 VERIZON WIRELESS 819.73 30.06 VERIZON WIRELESS 174054 12/16/2016 128.27 12/16/2016 174055 WASTE MANAGEMENT 467.84 12/16/2016 174056 WASTE MANAGEMENT 222.84 174057 WASTE MANAGEMENT 12/16/2016 4,720.42 WASTE MANAGEMENT 12/16/2016 174058 668.82 12/16/2016 174059 WASTE MANAGEMENT WASTE MANAGEMENT 28,866.88 174060 12/16/2016 WASTE MANAGEMENT 926.69 174061 12/16/2016 96,571.53 WASTE MANAGEMENT 12/16/2016 174062 125.00 174063 WASTE MANAGEMENT 12/16/2016 WASTE MANAGEMENT 24,468.05 174064 12/16/2016 967.25 WEX BANK 12/16/2016 174065 YPSILANTI COMMUNITY 2,069.40 12/16/2016 174066 117,291.35 S & J ASPHALT PAVING COMPANY\* 12/16/2016 174067 12/16/2016 COMCAST CABLE 5,006.12 174068 55.50 ALLISON DROZDZEWSKI 12/16/2016 174069 ANDREW DAVIGNON 55.50 174070 12/16/2016 14.00 BARBARA POTHAST 12/16/2016 174071 14.00 174072 BETH BARTHOLOMAY 12/16/2016 COLE CARTER 14.00 12/16/2016 174073 14.00 174074 DANIELLE HAYES 12/16/2016 12/16/2016 174075 ERROL DESOUZA 55.50 14.00 GILLIAN CADY 174076 12/16/2016 ING ONG-DEBACKER 14.00 12/16/2016 174077 55.50 JEFFREY ESPER 12/16/2016 174078 14.00 174079 JOHN COX 12/16/2016 14.00 174080 JOHNNY ROBINSON 12/16/2016 14.00 174081 JOSHUA RESZKE 12/16/2016 JUDITH WEBER 14.00 12/16/2016 174082 JULIE BERNAS 14.00 174083 12/16/2016 55.50 KRISTINA BABINSKI 12/16/2016 174084 55.50 12/16/2016 174085 MARK ELLIS 14.00 174086 MARK SHAW 12/16/2016 14.00 MARK TEPEN 174087 12/16/2016 14.00 MEGAN SATTERFIELD 12/16/2016 174088 55.50 12/16/2016 174089 NATHAN RAHN ROBERT CEBULSKI 14.00 174090 12/16/2016 14.00 ROBERT ROBBINS 12/16/2016 174091 14.00 12/16/2016 174092 SCOTT THOMAS TERESA JAMES 14.00 12/16/2016 174093 14.00 VERONICA ROBBINS 12/16/2016 174094 14.00 VICTORIA KIRTON 12/16/2016 174095 174096 DTE ENERGY 16,554.44 12/19/2016 54.00 MARK MCCOY 174097 12/20/2016 KAREN LOVEJOY ROE 156.03 12/20/2016 174098 725.00 12/20/2016 174099 AAATA 3,213.00 UPS STORE 12/20/2016 174100

AP TOTALS:

Total of 65 Checks: Less 1 Void Checks: Total of 64 Disbursements: 436,195.07 117,291.35 318,903.72

# 12/22/2016 02:00 PM User: mharris DB: Ypsilanti-Twp Check REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/2 CHECK NUMBERS 174101 - 174196

Check Date	Check	Vendor Name AD Checks	Amount
Bank AP AP		1 *	- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10
12/22/2016	174101	A & R TOTAL CONSTRUCTION, INC.	207.54
12/22/2016	174102	A.F. SMITH ELECTRIC	1,275.99
12/22/2016	174103	AAATA	17.02 470.88
12/22/2016	174104 174105	AMWAY GRAND PLAZA HOTEL ANN ARBOR CLEANING SUPPLY	881.53
12/22/2016 12/22/2016	174105	ANN ARBOR CLEANING SUPPLY ANNETTE GONTARSKI	87.48
12/22/2016	174107	APOLLO FIRE EQUIPMENT CO.	985.34
12/22/2016	174108	ASAP DRUG SCREENS	38.00
12/22/2016	174109	AUTO VALUE YPSILANTI	555.59
12/22/2016	174110	BEHLER-YOUNG CO.	135.10 815.25
12/22/2016	174111 174112	BIDNET BLUE CROSS BLUE SHIELD OF MI	100,137.23
12/22/2016 12/22/2016	174112	BLUE CROSS BLUE SHIELD OF MI	33,305.05
12/22/2016	174114	BRADFORD BLAIR	12,056.00
12/22/2016	174115	BUTZEL LONG	84.00
12/22/2016	174116	CARLISLE/WORTMAN ASSOCIATES	532.50
12/22/2016	174117	CHARTER TOWNSHIP OF SUPERIOR	45.80 743.55
12/22/2016 12/22/2016	174118 174119	CINCINNATI TIME SYSTEMS CIVITAS IT	26,043.68
12/22/2016	174120	CLEAR RATE COMMUNICATIONS, INC	1,113.03
12/22/2016	174121	COMCAST CABLE	119.24
12/22/2016	174122	COMCAST CABLE	214.90
12/22/2016	174123	COMCAST CABLE	144.85
12/22/2016	174124	COMPLETE BATTERY SOURCE	88.00 8.57
12/22/2016 12/22/2016	174125 174126	CONGDON'S DAN KIMBALL	1,100.00
12/22/2016	174127	DELTA DENTAL PLAN OF MICHIGAN	13,576.36
12/22/2016	174128	DETROIT LEGAL NEWS	423.00
12/22/2016	174129	DTE ENERGY	541.24
12/22/2016	174130	EMERGENT HEALTH PARTNERS	6,073.99 667.50
12/22/2016	174131	FARMER & UNDERWOOD TRUCKING	376.55
12/22/2016	174132 174133	FASTENAL FEDERAL EXPRESS CORPORATION	214.51
12/22/2016 12/22/2016	174134	FIBER LINK	27,027.42
12/22/2016	174135	GAME TIME	561.00
12/22/2016	174136	GENE BUTMAN FORD	218.53 128.22
12/22/2016	174137	GORDON FOOD SERVICE INC.	767.03
12/22/2016	174138	GRAINGER GRIFFIN PEST SOLUTIONS	93.00
12/22/2016 12/22/2016	174139 174140	HOME DEPOT	567.71
12/22/2016	174141	J&T AGGREGATE, LLC	350,00
12/22/2016	174142	KHALED H. MOHAMED	480.00
12/22/2016	174143	LINCOLN SCHOOL DISTRICT	326.97 64.79
12/22/2016	174144	LOWE'S	200.00
12/22/2016	174145	MAPS BY WAGNER MCCALLA'S FEED SERVICE, INC.	388.50
12/22/2016 12/22/2016	174146 174147	MCLAIN AND WINTERS	9,775.00
12/22/2016	174148	MICHIGAN CHAMBER SERVICES INC.	402.00
12/22/2016	174149	MICHIGAN LINEN SERVICE, INC.	723.17
12/22/2016	174150	MICHIGAN RECREATION & PARK	405.00 2,553.27
12/22/2016	174151	MITY LITE	2,555.27
12/22/2016	174152	NAPA AUTO PARTS NATIONAL HOSE TESTING SPECIALTIES	984.00
12/22/2016 12/22/2016	174153 174154	OFFICE EXPRESS	717.41
12/22/2016	174155	PAETEC	456.02
12/22/2016	174156	PITNEY BOWES	1,482.39
12/22/2016	174157	RENEWAL BY ANDERSEN	53.25 508.44
12/22/2016	174158	RESIDEX, LLC	1,329.77
12/22/2016	174159	RKA PETROLEUM SAM'S CLUB DIRECT	360.40
12/22/2016 12/22/2016	174160 174161	SCHOOLCRAFT COLLEGE	850.00
12/22/2016	174162	SHAMROCK FENCE COMPANY	2,500.00
12/22/2016	174163	SHRADER TIRE & OIL	640.26
12/22/2016	174164	SILVER LINING TIRE RECYCLING	222.00 147.60
12/22/2016	174165	SITEONE LANDSCAPE SUPPLY, LLC	468.60
12/22/2016	174166	SOUTHERN COMPUTER WAREHOUSE SPARTAN DISTRIBUTORS	885.16
12/22/2016 12/22/2016	174167 174168	SPOK, INC.	353.88
12/22/2016	174169	STANDARD INSURANCE COMPANY	4,657.60
12/22/2016	174170	STANDARD PRINTING	245.00
12/22/2016	174171	STANTEC	1,947.00 45.26
12/22/2016	174172	START SMART SPORTS DEVELOPMENT	230.00
12/22/2016	174173	STATE OF MICHIGAN TEAMSTERS LOCAL 243	100.00
12/22/2016 12/22/2016	174174 174175	TODD BARBER	2,400.00
12/22/2016	174176	UNIVERSITY TRANSLATORS	351.88
12/22/2016	174177	UPS STORE	528.60 1,250.47
12/22/2016	174178	VERMEER OF MICHIGAN, INC.	1,600.47

#### 12/22/2016 02:00 PM CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2 User: mbarris CHECK NUMBERS 174101 - 174196

Check Date	Check	Vendor Name	Amount
12/22/2016	174179	VICTORY LANE	110.91
12/22/2016	174180	VISION SERVICE PLAN	2,666.03
12/22/2016	174181	W.J. O'NEIL COMPANY	3,463.75
12/22/2016	174182	WASHTENAW COMMUNITY COLLEGE#	84.05
12/22/2016	174183	WASHTENAW COUNTY LEGAL NEWS	60.00
12/22/2016	174184	WASHTENAW COUNTY ROAD COMMISSION	41,481.92
12/22/2016	174185	WASHTENAW COUNTY ROAD COMMISSION	335.92
12/22/2016	174186	WASHTENAW COUNTY TREASURER	320.06
12/22/2016	174187	WASHTENAW COUNTY TREASURER	3,150.00
12/22/2016	174188	WASHTENAW COUNTY TREASURER#	6,952.27
12/22/2016	174189	WASHTENAW COUNTY TREASURER#	29,118.00
12/22/2016	174190	WASHTENAW INTERMEDIATE	96.61
12/22/2016	174191	WASHTENAW URGENT CARE	180.00
12/22/2016	174192	WESTLAND FIRE EXTINGUISHER INC	29.00
12/22/2016	174193	WOLFF NETWORKS, LLC	5,405.00
12/22/2016	174194	YPSILANTI COMMUNITY	5,770.28
12/22/2016	174195	YPSILANTI DISTRICT LIBRARY	85.84
12/22/2016	174196	YPSILANTI TOWNSHIP PETTY CASH	191.97
AP TOTALS:			
Total of 96 Che			371,559.02
Less 0 Void Che	ecks:		0.00

Total of 96 Disbursements:

0.00 371,559.02 Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS-WILLIAMS JIMMIE WILSON, JR



Charter Township of Ypsílanti

#### **ACCOUNTING DEPT**

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

# STATEMENTS AND CHECKS

JANUARY 17, 2017 BOARD MEETING

GRAND TOTAL -	\$ 653,071.33
CREDIT CARDS PURCHASES -	\$ 2,482.96
HAND CHECKS -	\$ 2,137.08
ACCOUNTS PAYABLE CHECKS -	\$ 648,451.29

Choice Health Care Dedectible ACH EFT for December \$30,100.80

01/10/2017 03 User: mharris DB: Ypsilanti		ECK REGISTER FOR CHARTER TOWNSHIP OF CHECK NUMBERS 174197 - 174198	YPSILANTI Page: 1/1
Check Date	Check	Vendor Name HAND C	hecks Amount
Bank AP AP			
12/22/2016 01/03/2017	174197 174198	GRAINGER MARK HAMILTON	637.08 1,500.00
AP TOTALS:			
Total of 2 Chec Less 0 Void Che			2,137.08
Total of 2 Disk	oursements:		2,137.08

01/10/2017 03:42 PM User: mharris DB: Yosilanti-Two

#### CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/1 CHECK NUMBERS 174199 - 174241

DB: Ypsilanti-Twp Check Date Check Vendor Name Amount Bank AP AP 01/17/2017 174199 ANN ARBOR CLEANING SUPPLY 181.52 01/17/2017 174200 ANN ARBOR WELDING SUPPLY CO 308.67 01/17/2017 174201 ARGUS HAZCO 11.33 01/17/2017 AUTO VALUE YPSILANTI 174202 232.08 01/17/2017 174203 BANDIT INDUSTRIES 636.78 01/17/2017 174204 BARR ENGINEERING COMPANY 630.00 01/17/2017 174205 CAMPBELL TITLE AGENCY OF MICHIGAN 2,325.00 01/17/2017 174206 CINTAS CORPORATION 109.50 01/17/2017 174207 CONGDON'S 129.95 01/17/2017 174208 COURT INNOVATIONS INC 45.00 01/17/2017 DAN KIMBALL 174209 263.52 01/17/2017 174210 DAN KIMBALL 110.16 01/17/2017 174211 GRAINGER 495.76 01/17/2017 174212 HEIKK'S DECORATED APPAREL 445.00 01/17/2017 174213 HOME DEPOT 448.97 01/17/2017 174214 HOME OF NEW VISION 100.00 01/17/2017 174215 KIDS ARTISTIC REVIEW 706.50 01/17/2017 174216 MARK HAMILTON 1,500.00 01/17/2017 174217 MCLAIN AND WINTERS 114,275.90 01/17/2017 174218 METCOM 266.00 01/17/2017 174219 85.00 MICHIGAN ASSOCIATION OF CLERKS 01/17/2017 MICHIGAN LANDSCAPE AND LIGHTING INC 174220 465.75 01/17/2017 174221 MICHIGAN LINEN SERVICE, INC. 1,058.53 01/17/2017 174222 MISS DIG SYSTEM INC 1,017.87 01/17/2017 174223 NETWORKFLEET, INC 530.60 01/17/2017 174224 NYE UNIFORM EAST 23.90 01/17/2017 174225 OFFICE EXPRESS 308.70 01/17/2017 174226 PINTER'S FLOWERLAND, INC. 200.00 01/17/2017 174227 PRIORITY SYSTEMS 232.60 01/17/2017 174228 PUBLIC SAFETY CENTER 491.40 01/17/2017 174229 RKA PETROLEUM 2,141.03 01/17/2017 174230 SITEONE LANDSCAPE SUPPLY, LLC 224.92 01/17/2017 SOUTHERN COMPUTER WAREHOUSE STATE OF MICHIGAN 174231 657.36 174232 01/17/2017 230.00 01/17/2017 174233 STERICYCLE INC 183.93 01/17/2017 174234 THOMAS REUTERS 322.16 01/17/2017 174235 TIME EMERGENCY EQUIPMENT 6,282.54 01/17/2017 TODD BARBER 174236 550.00 01/17/2017 174237 UNIVERSITY TRANSLATORS 1,159.83 WASHTENAW COUNTY TREASURER 01/17/2017 174238 461,638.33 01/17/2017 WASHTENAW COUNTY TREASURER# 174239 1,160.70 01/17/2017 174240 WASHTENAW COUNTY TREASURER 41,464.50 01/17/2017 174241 WEST SHORE SERVICES, INC. 4,800.00 AP TOTALS: Total of 43 Checks: 648,451.29

Total of 43 Disbursements:

Less 0 Void Checks:

648,451.29

01/10/2017 03:44 PM User: mharris DB: Ypsilanti-Twp		CHECK REGIST	ER FOR CHARTER TOWNSHIP OF YPSILANTI CHECK NUMBERS 13 - 13	ANTI Page: 1/1	
Check Date	Check	Vendor Name	Description Credit CA	2DS Amount	
Bank CARDS C	OMERICA COMME	RICAL CARD			
01/10/2017	13(E)	COMERICA BANK	PLANTRONICS CS530 PLANTRONICS CS530 FLAGS AND POLE RINGS CARTERING FOR SENIOR LUNCH TICKETS SOLD	167.03 163.47 452.46 1,700.00 2,482.96	
CARDS TOTALS				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Total of 1 Checks: Less 0 Void Checks:				2,482.96 0.00	
Total of 1 Disbursements:				2,482.96	

## OFFICE OF THE TREASURER LARRY J. DOE

Charter Township of Ypsilanti "Placing Residents First"

## MONTHLY TREASURER'S REPORT DECEMBER 1, 2016 THROUGH DECEMBER 31, 2016

Account Name	Beginning Balance	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	2,561,697.50	1,142,159.07	955,568.33	2,748,288.24
101 - Payroll	202,902.67	1,093,900.61	1,182,933.76	113,869.52
101 - Willow Run Escrow	142,614.63	24.16	0.00	142,638.79
206 - Fire Department	441,599.95	43,071.97	421,647.66	63,024.26
208 - Parks Fund	30,423.12	6.96	205.50	30,224.58
212 - Roads/Bike Path/Rec/General Fund	560,480.24	43,054.37	451,654.84	151,879.77
225 - Environmental Clean-up	373,048.87	82.47	25,000.00	348,131.34
226 - Environmental Services	1,898,793.12	5,025.11	263,997.12	1,639,821.11
230 - Recreation	27,046.78	182,313.56	76,859.03	132,501.31
236 - 14-B District Court	597,156.00	167,677.63	161,212.30	603,621.33
244 - Economic Development	67,296.00	15.51	0.00	67,311.51
248 - Rental Inspections	199,543.03	18,240.65	32,081.58	185,702.10
249 - Building Department Fund	765,327.44	32,223.29	73,038.95	724,511.78
250 - LDFA Tax	92,344.20	21.29	0.00	92,365.49
252 - Hydro Station Fund	337,580.03	66,742.61	30,005.93	374,316.71
266 - Law Enforcement Fund	2,508,624.96	3,886.63	549,023.93	1,963,487.66
280 - State Grants	18,415.59	4.24	0.00	18,419.83
301 - General Obligation	5,175.54	1.20	0.00	5,176.74
397 - Series "B" Cap. Cost of Funds	39,087.39	332,999.39	3,576.85	368,509.93
398 - LDFA 2006 Bonds	6,857.62	0.00	0.00	6,857.62
498 - Capital Improvement 2006 Bond Fund	337,908.19	57.25	0.00	337,965.44
584 - Green Oaks Golf Course	152,049.93	116,313.32	58,031.00	210,332.25
590 - Compost Site	545,993.01	96,580.72	32,002.45	610,571.28
595 - Motor Pool	164,827.86	81,725.09	6,735.35	239,817.60
701 - General Tax Collection	22,529.44	2,234.69	5,338.55	19,425.58
703 - Current Tax Collections	889,815.01	8,862,966.56	517,789.64	9,234,991.93
707 - Bonds & Escrow/GreenTop	754,287.24	375,668.18	12,514.64	1,117,440.78
708 - Fire Withholding Bonds	60,664.11	9.62	12,056.00	48,617.73
893 - Nuisance Abatement Fund	63,261.44	516.43	1,741.66	62,036.21
ABN AMRO Series ''B'' Debt Red. Cap.Int.	9,913.63	0.28	2,092.25	7,821.66
GRAND TOTAL	13,877,264.54	12,667,522.86	4,875,107.32	21,669,680.08

### OFFICE OF THE TREASURER LARRY J. DOE



#### 2016 ANNUAL TREASURER'S REPORT JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

Account Name	<b>Beginning Balance</b>	Cash Receipts	Cash Disbursements	Ending Balance
101 - General Fund	2,781,679.07	11,405,908.66	11,439,299.49	2,748,288.24
101 - Payroll	86,835.00	10,071,544.95	10,044,510.43	113,869.52
101 - Willow Run Escrow	142,353.82	284.97	0.00	142,638.79
206 - Fire Department	229,790.35	5,442,437.03	5,609,203.12	63,024.26
208 - Parks Fund	4,573.35	30,333.80	4,682.57	30,224.58
212 - Roads/Bike Path/Rec/General Fund	426,589.40	1,605,217.10	1,879,926.73	151,879.77
225 - Environmental Clean-up	444,460.41	670.93	97,000.00	348,131.34
226 - Environmental Services	1,749,364.30	2,465,138.17	2,574,681.36	1,639,821.11
230 - Recreation	46,330.14	1,077,631.17	991,460.00	132,501.31
236 - 14-B District Court	73,973.67	1,963,583.54	1,433,935.88	603,621.33
244 - Economic Development	67,198.70	112.81	0.00	67,311.51
248 - Rental Inspections	159,100.14	237,714.68	211,112.72	185,702.10
249 - Building Department Fund	516,635.93	683,113.34	475,237.49	724,511.78
250 - LDFA Tax	75,009.03	247,116.46	229,760.00	92,365.49
252 - Hydro Station Fund	334,599.38	493,643.33	453,926.00	374,316.71
266 - Law Enforcement Fund	1,679,371.74	6,742,848.59	6,458,732.67	1,963,487.66
280 - State Grants	18,388.99	30.84	0.00	18,419.83
301 - General Obligation	5,168.10	481,008.64	481,000.00	5,176.74
397 - Series "B" Cap. Cost of Funds	27,219.52	814,083.28	472,792.87	368,509.93
398 - LDFA 2006 Bonds	6,559.90	229,807.72	229,510.00	6,857.62
498 - Capital Improvement 2006 Bond Fund	337,290.24	675.20	0.00	337,965.44
584 - Green Oaks Golf Course	175,529.51	1,050,449.33	1,015,646.59	210,332.25
590 - Compost Site	1,000,376.94	391,855.91	781,661.57	610,571.28
595 - Motor Pool	300,138.15	237,896.03	298,216.58	239,817.60
701 - General Tax Collection	21,673.08	167,835.32	170,082.82	19,425.58
703 - Current Tax Collections	2,997,238.60	68,161,318.50	61,923,565.17	9,234,991.93
707 - Bonds & Escrow/GreenTop	739,074.22	646,167.28	267,800.72	1,117,440.78
708 - Fire Withholding Bonds	165,060.35	232,171.48	348,614.10	48,617.73
893 - Nuisance Abatement Fund	53,325.18	49,491.71	40,780.68	62,036.21
ABN AMRO Series "B" Debt Red. Cap.Int.	15,912.65	837.25	8,928.24	7,821.66
GRAND TOTAL	14,680,819.86	114,930,928.02	107,942,067.80	21,669,680.08

# SUPERVISOR REPORT

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

# CLERK REPORT

## THERE IS NO WRITTEN CLERK REPORT

# TREASURER REPORT

## THERE IS NO WRITTEN TREASURER REPORT

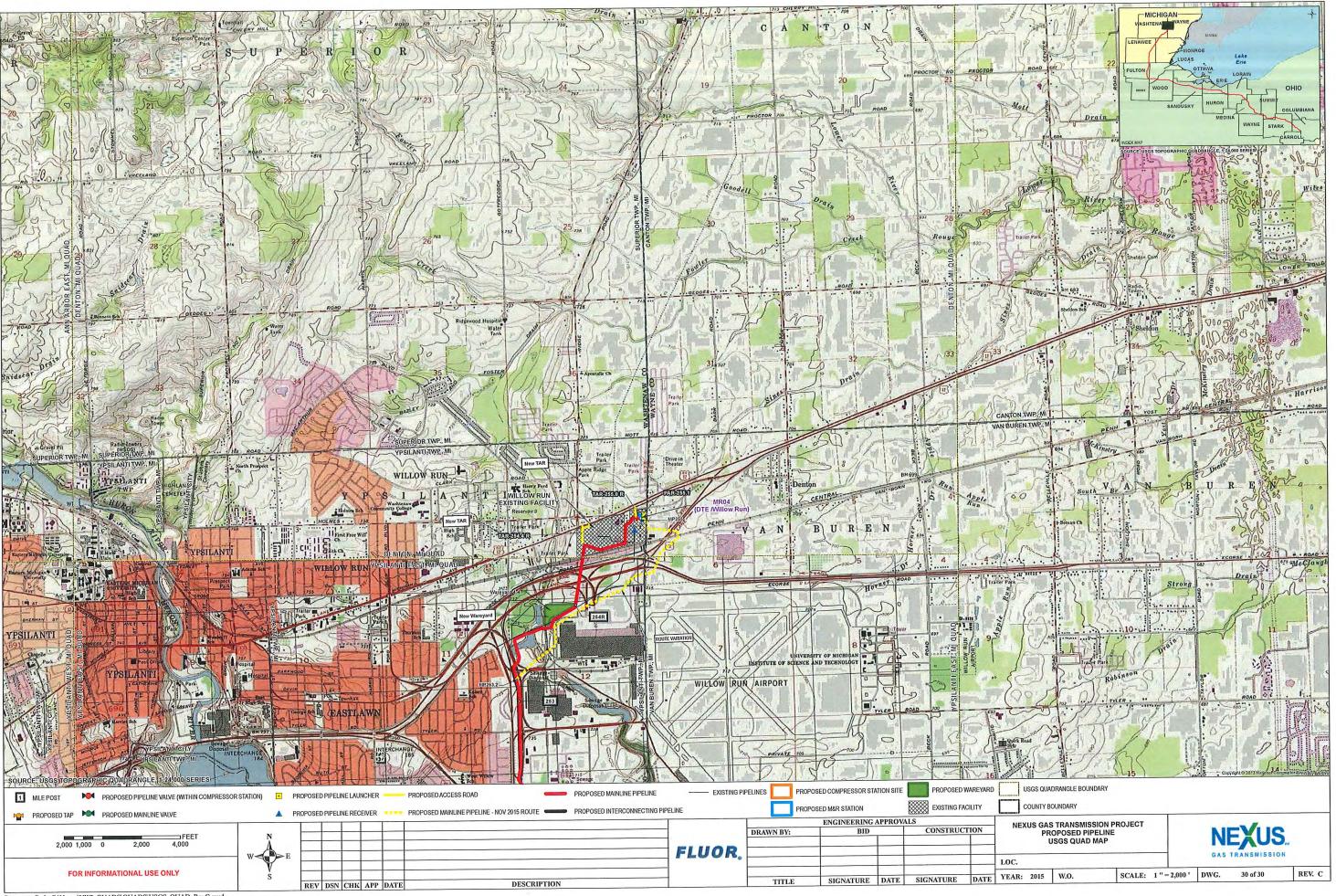
# **TRUSTEE REPORT**

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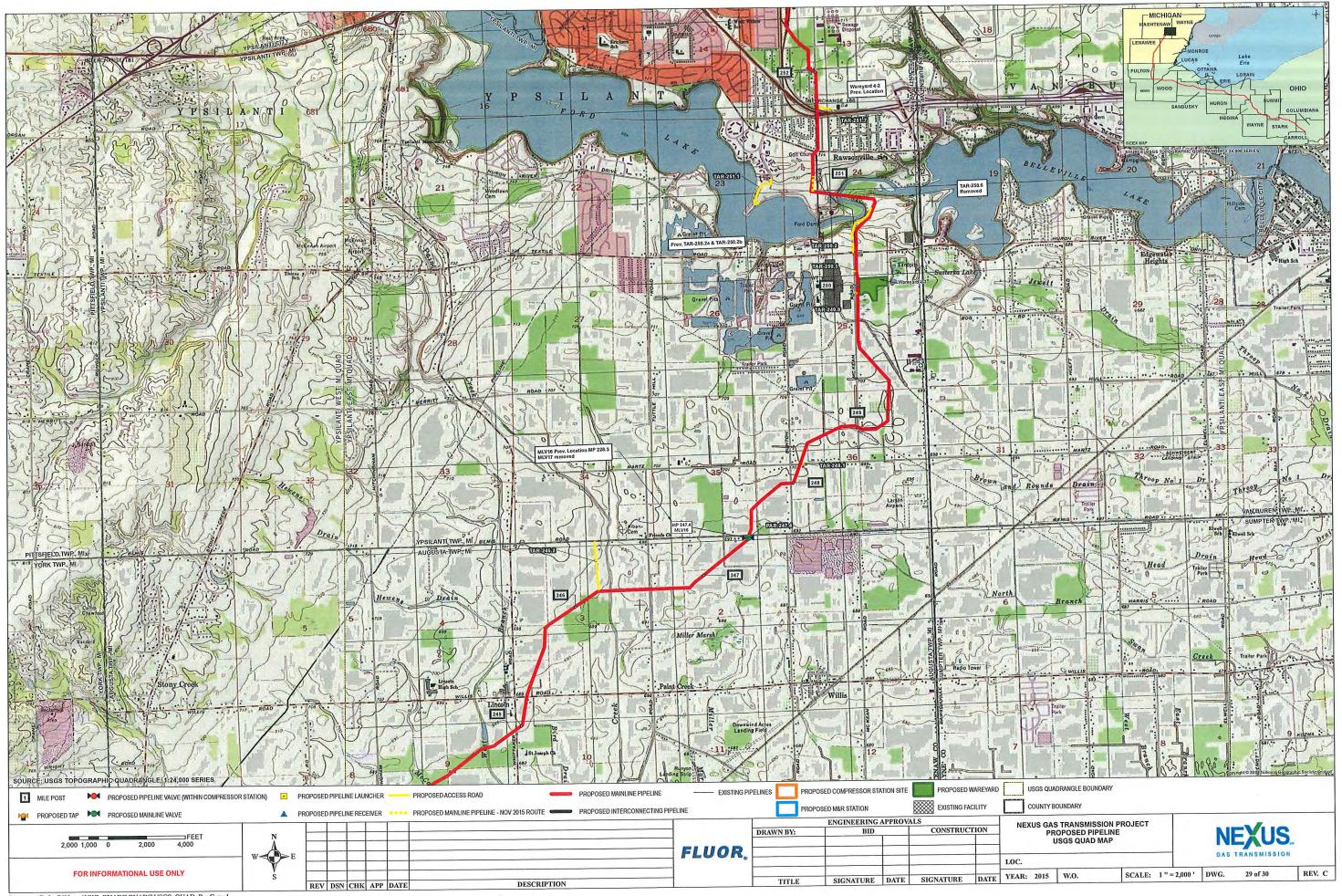
# ATTORNEY REPORT

## GENERAL LEGAL UPDATE

## **OLD BUSINESS**



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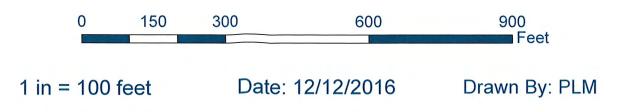


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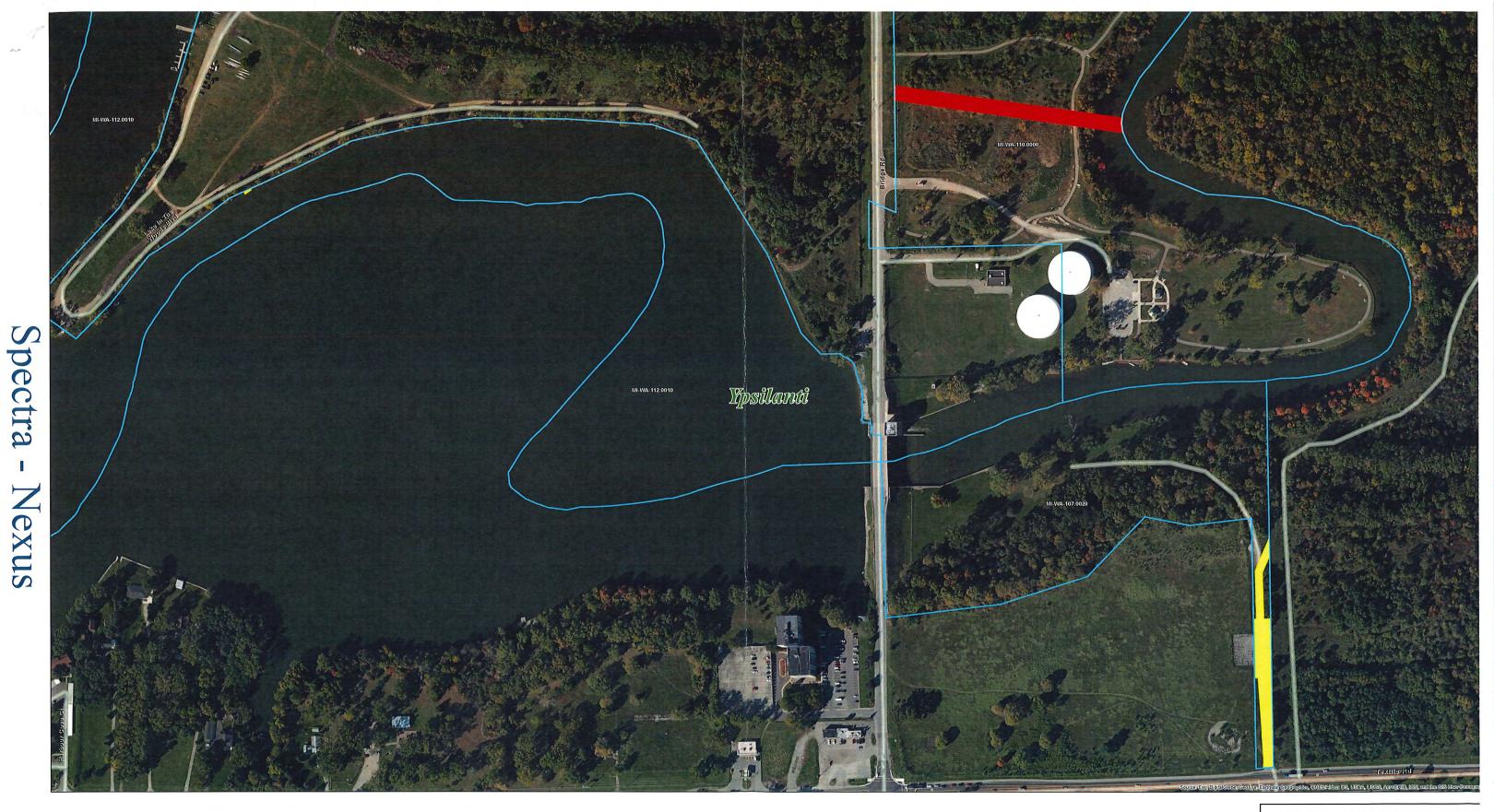


## Spectra - Nexus Segment 4 Ypsilani Township, Michigan



Permanent Impact Temporary Impact

Township Boundary



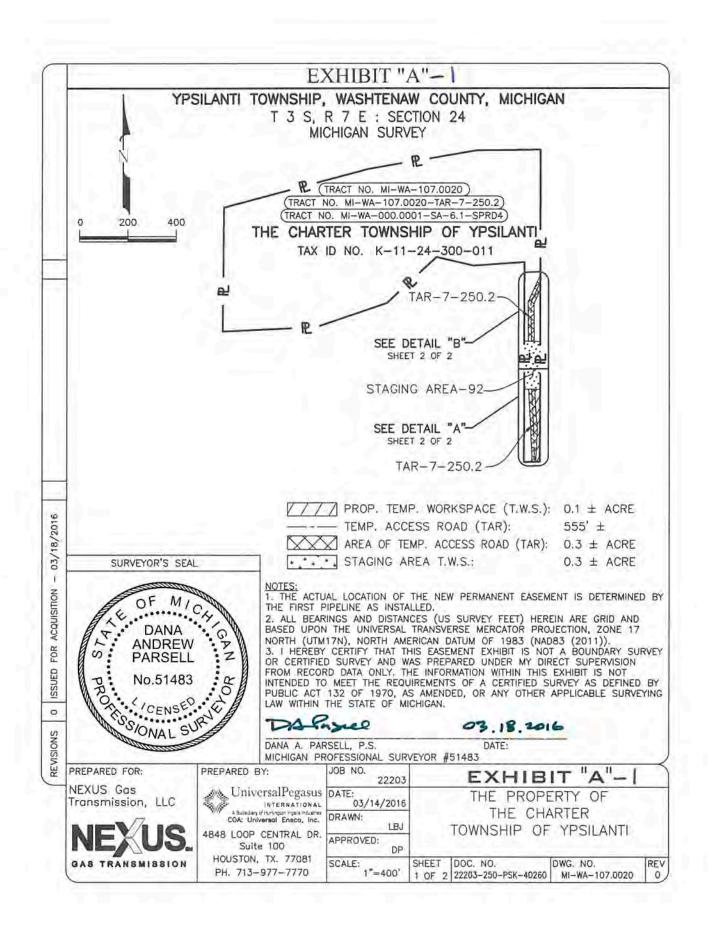


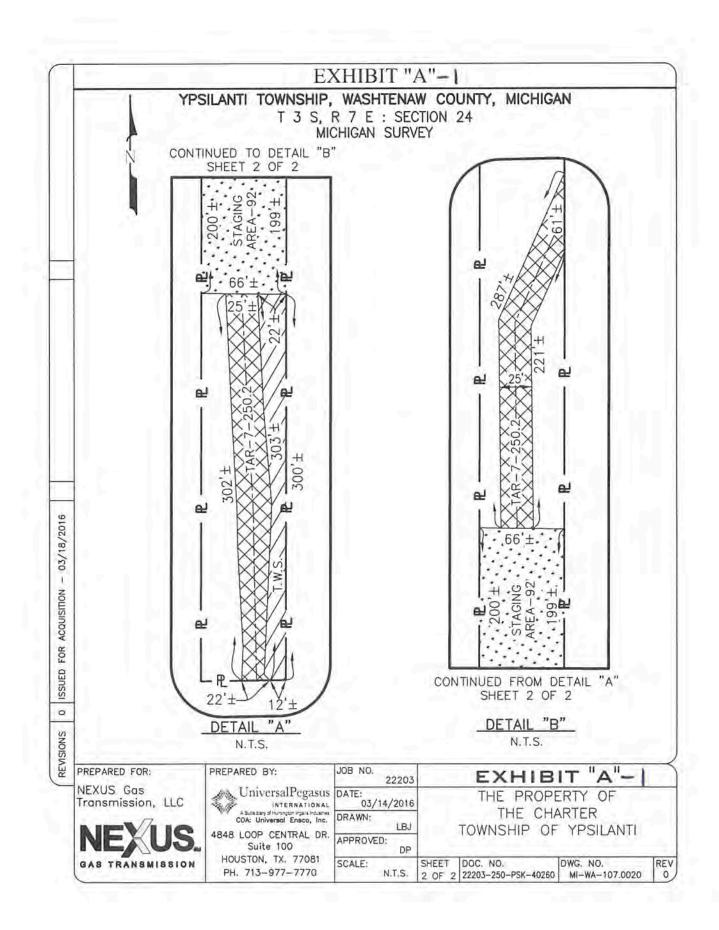


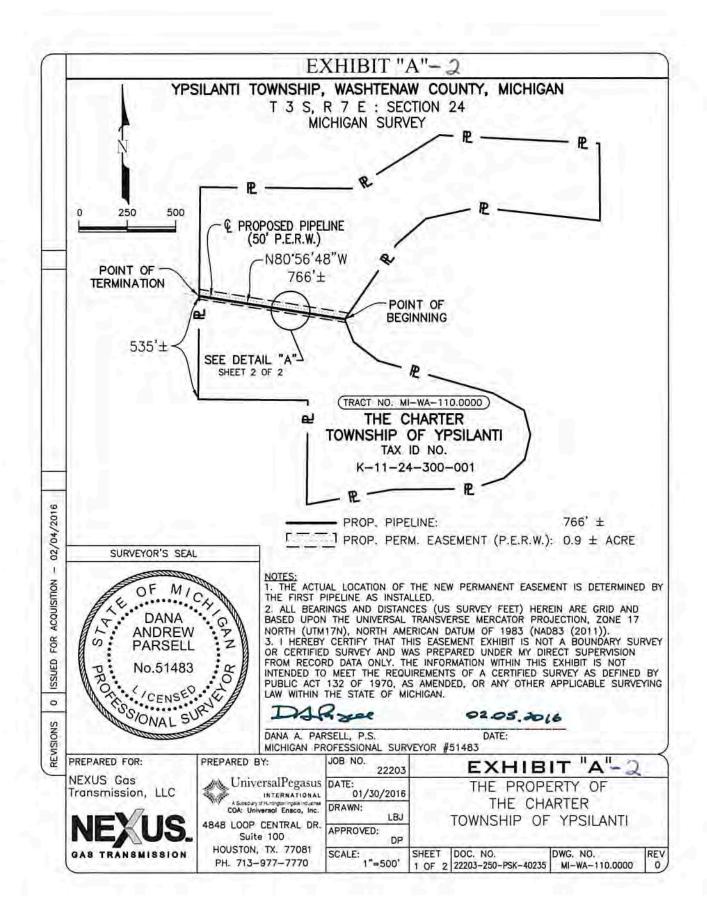


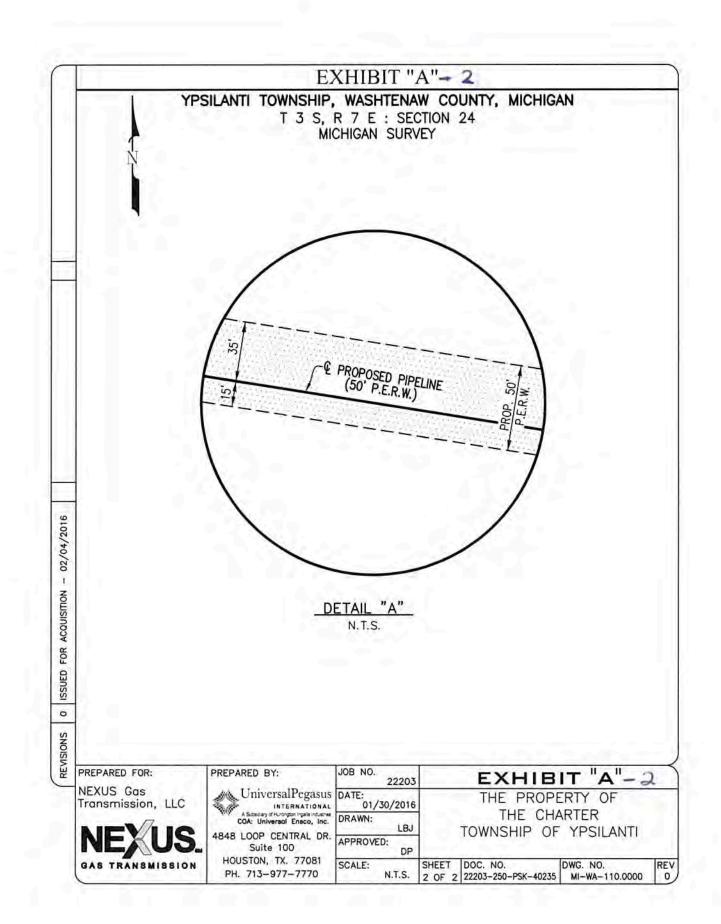
## Spectra - Nexus Segment 4 Ypsilani Township, Michigan

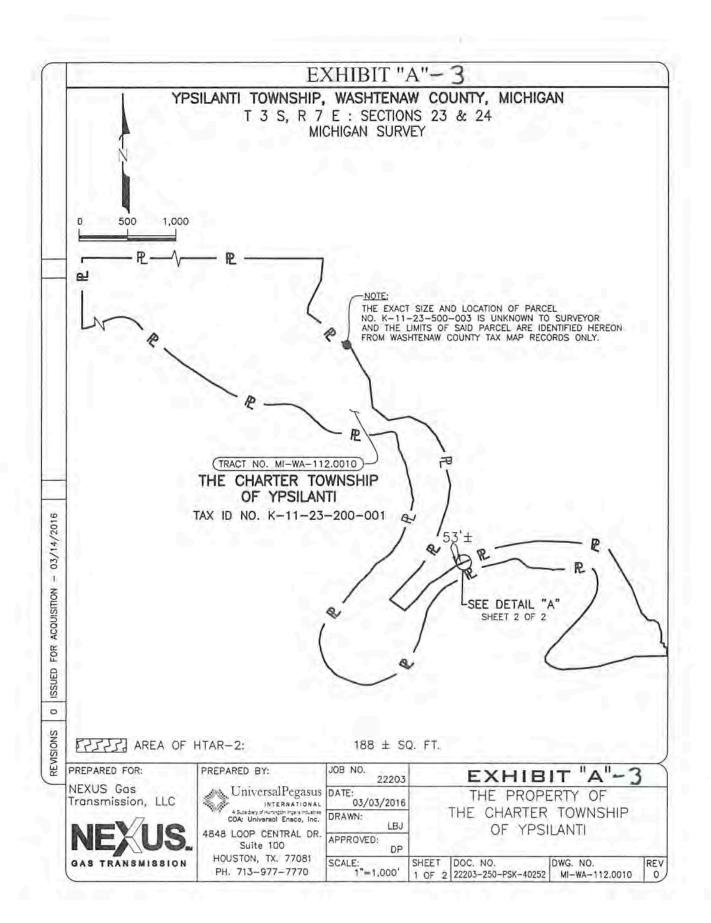


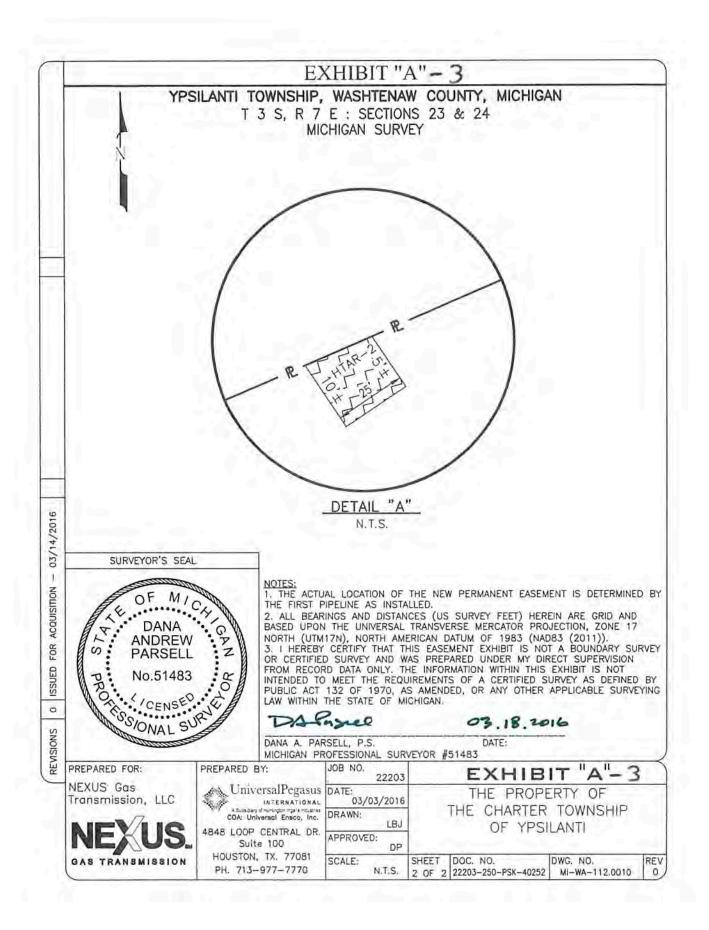


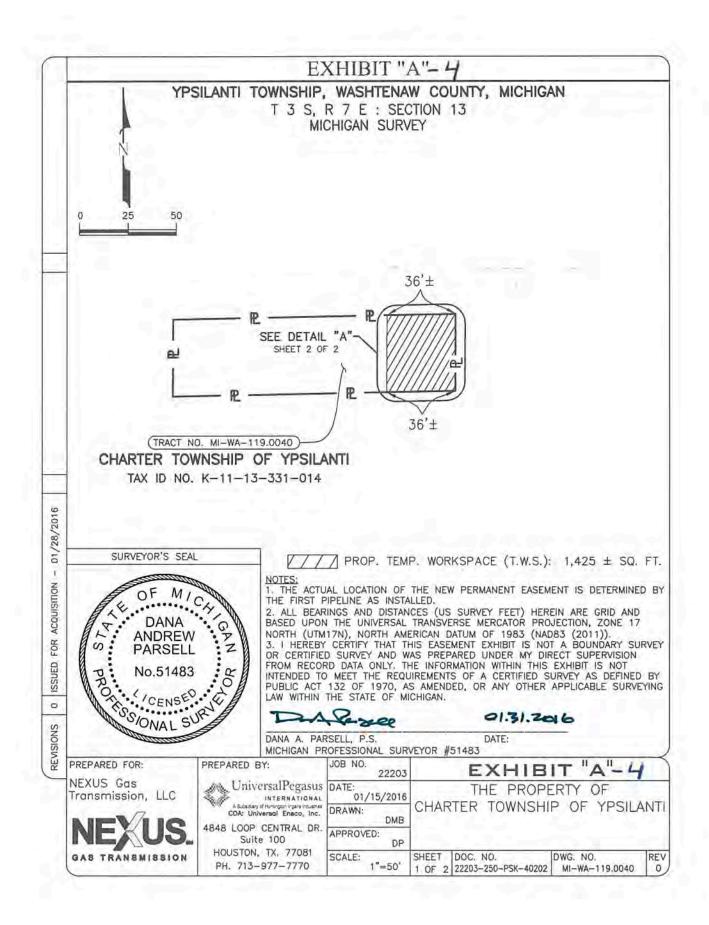


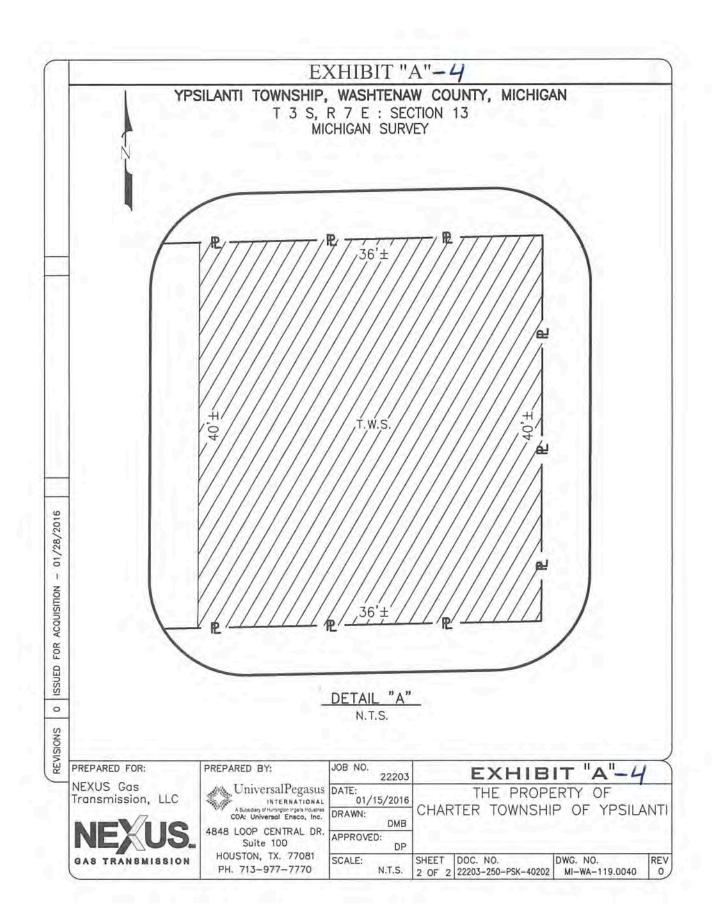


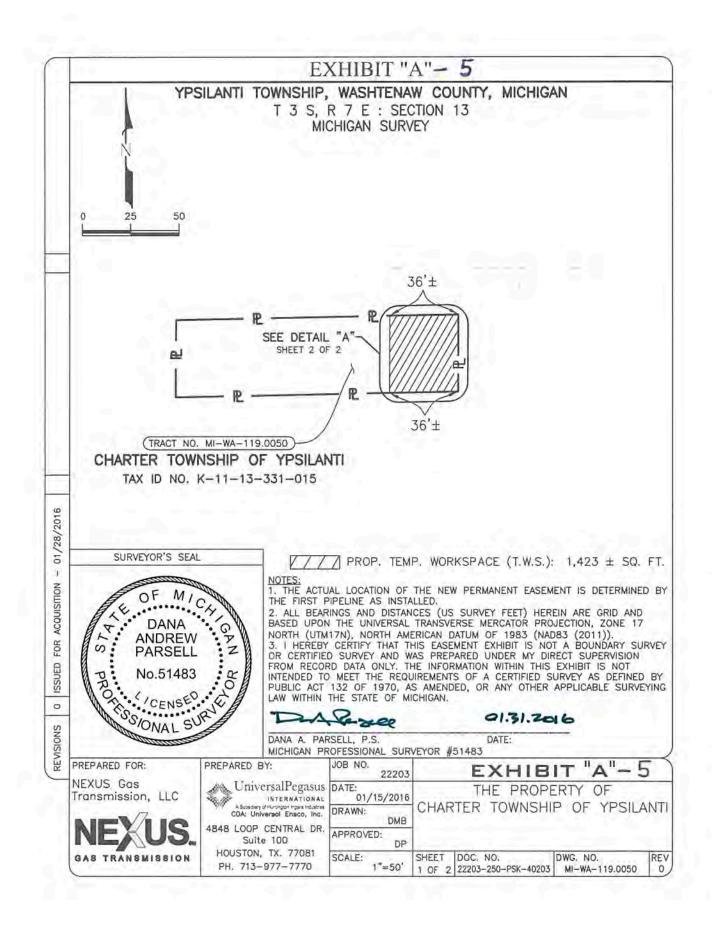


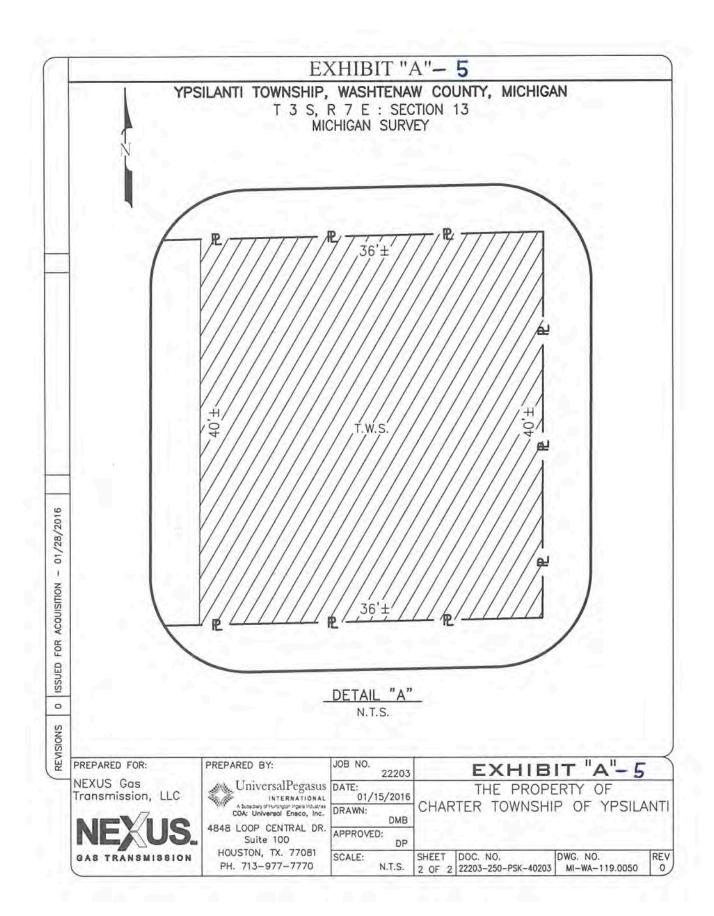


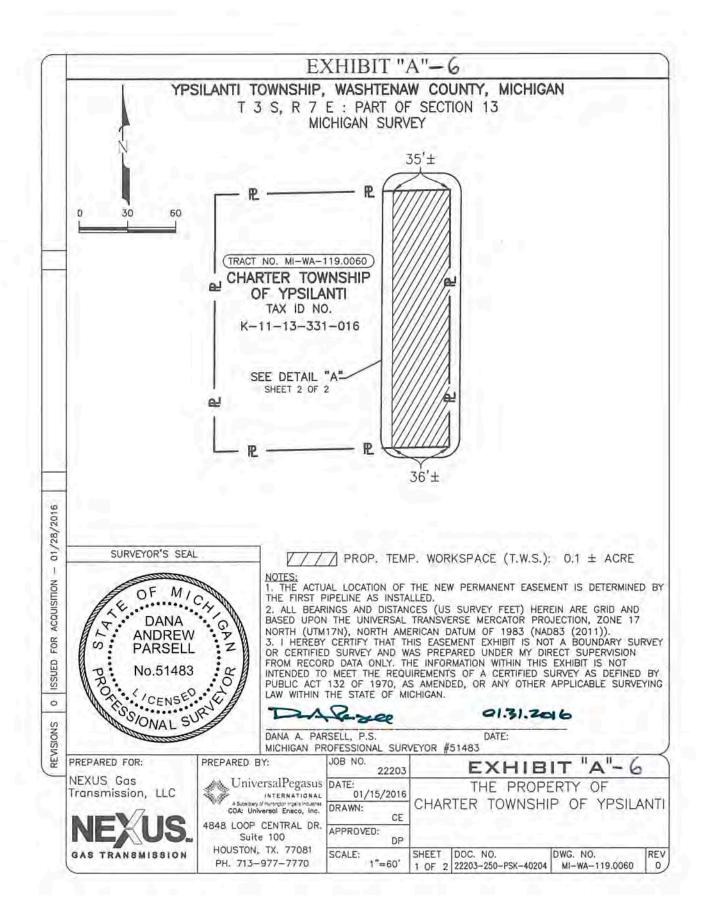


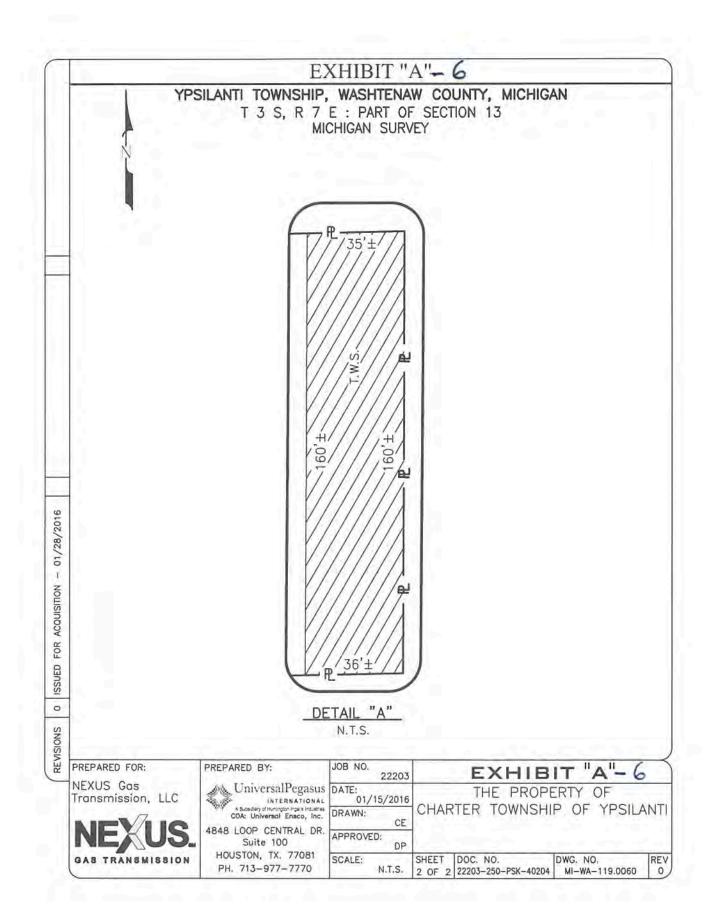


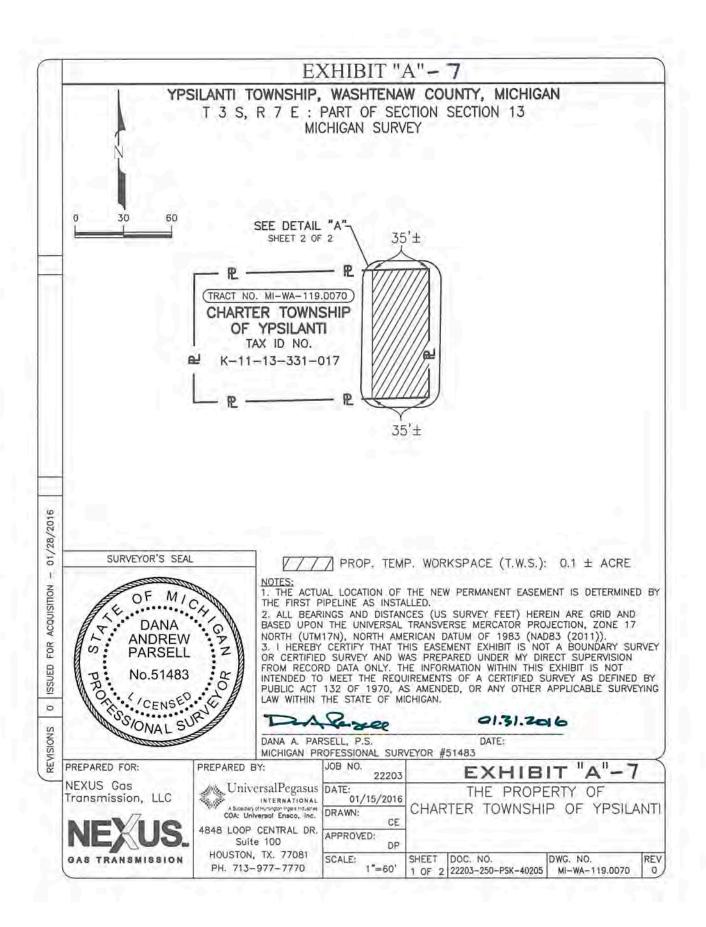


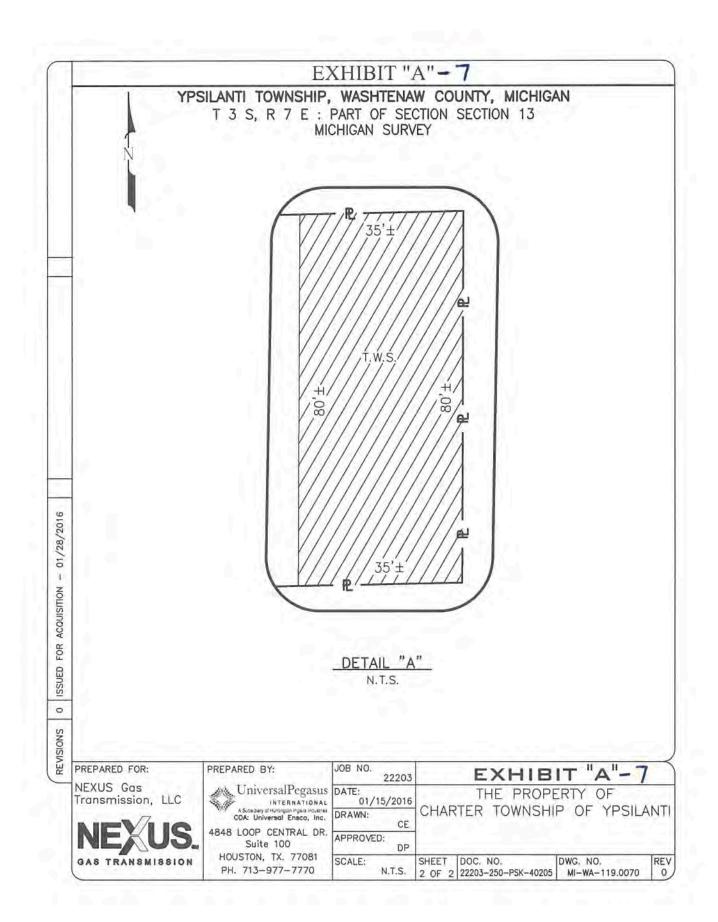


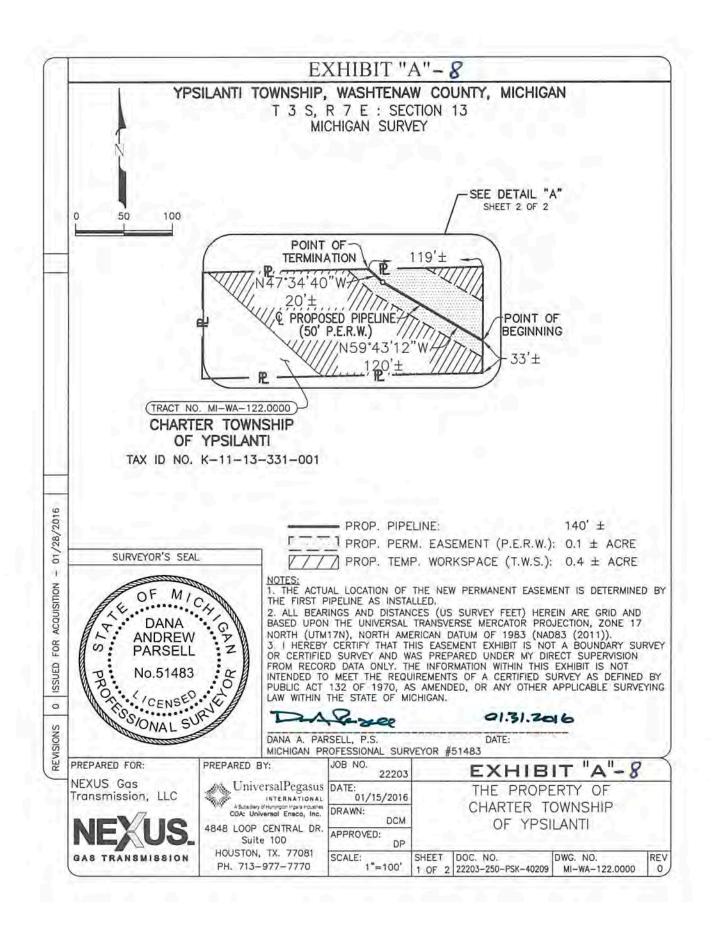


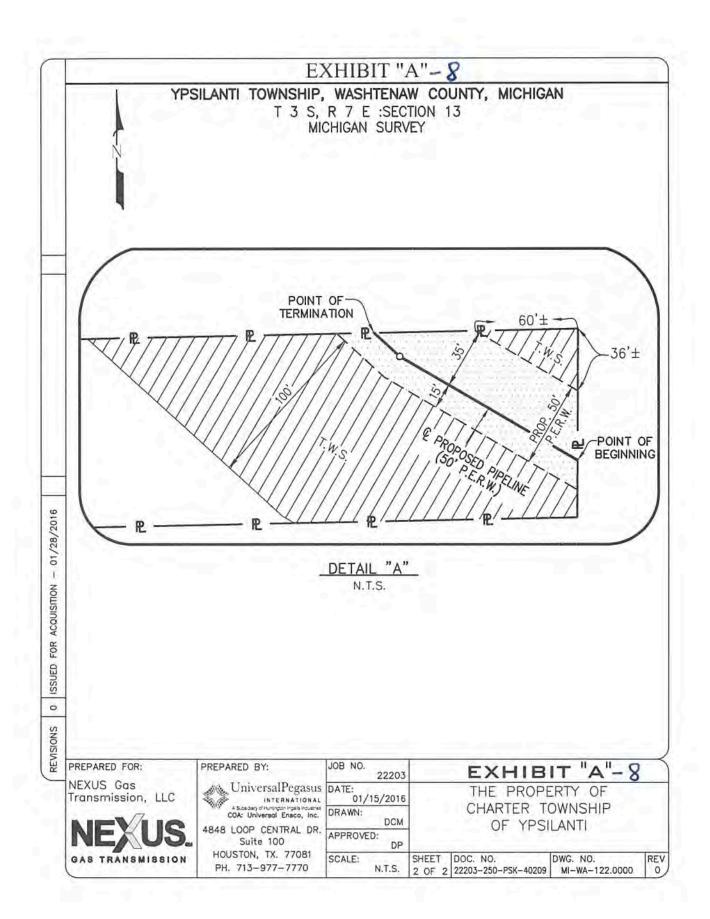


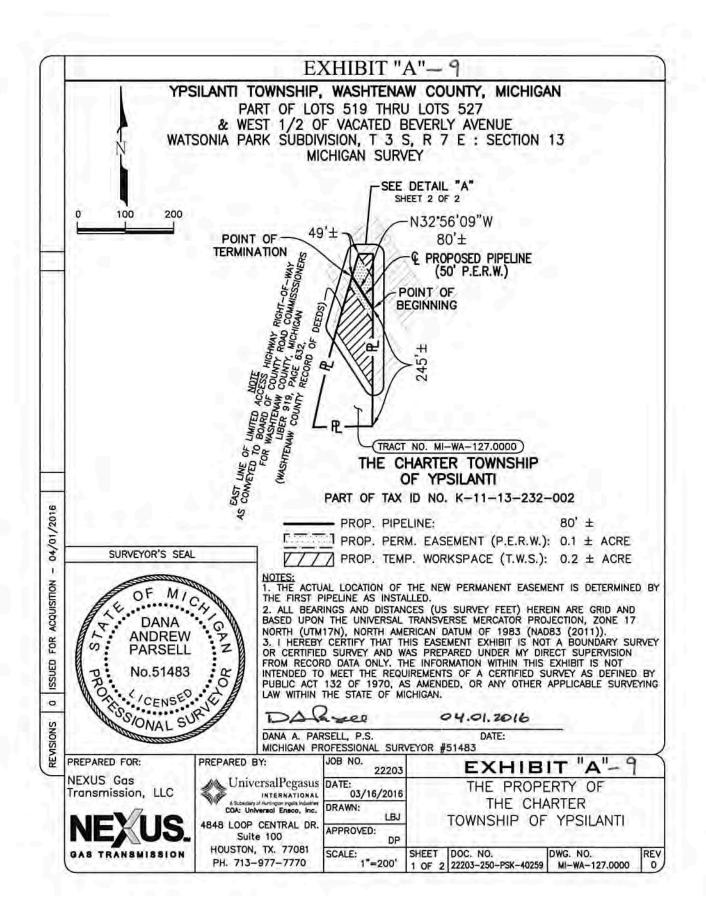


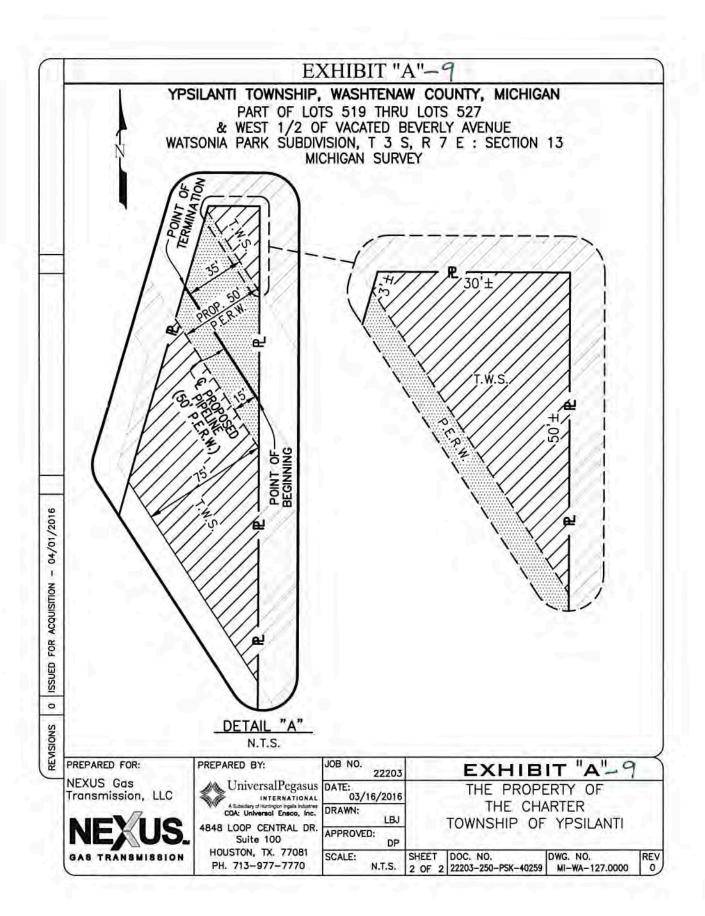














November 15<sup>th</sup>, 2016

The Charter Township of Ypsilanti 7200 South Huron River Drive Ypsilanti, MI 48197-7007

ATTENTION: Brenda L. Stumbo, Supervisor and Karen Lovejoy-Roe, Township Clerk

> Re: NEXUS Gas Transmission, LLC ("NEXUS") Tract Number: MI-WA-000.0001-SA-6.1-SPRD4, MI-WA-107.0020, MI-WA-107.0020-TAR-7-250.2, MI-WA-110.0000, MI-WA-112.0010, MI-WA-119.0040, MI-WA-119.0050, MI-WA-119.0060, MI-WA-119.0070, MI-WA-122.0000 & MI-WA-127.0000 Tax Parcel ID Number: K-11-24-300-011, K-11-24-300-001, K-11-23-200-001, K-11-13-331-014, K-11-13-331-015, K-11-13-331-016, K-11-13-331-017, K-11-13-331-001 & PART OF K-11-13-232-002

Dear: Ms. Stumbo and Ms. Lovejoy-Roe,

Nexus Gas Transmission is now in a position to present our offer for the acquisition of a Grant of Easement on your properties referenced above in connection with NEXUS' proposed pipeline project. A copy of the proposed Grant of Easement, Side Letter Agreement, Order of Payment have been previously forwarded to you for your review.

This letter will also confirm that I am making you an offer in the amount of Forty Thousand, Six Hundred and Forty Six Dollars and Eighty cents (40,646.80) for a both the permanent and temporary easement rights. The offer is based on the calculations detailed below.

Permanent and Temporary Easement: \$40,646.80

We look forward to reaching an agreement with you in the very near future that will grant us the rights necessary to construct the NEXUS pipeline project. If you have any questions, please call me at 810-488-3152 or the Dundee Michigan office at 734-823-5801.

Thank you for your attention to this matter and your anticipated cooperation.

Respectfully,

Paul F. Boyce

Paul F. Boyce Right-of-Way Project Supervisor NEXUS Gas Transmission, LLC

#### **GRANT OF EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS: that the undersigned The Charter Township of Ypsilanti, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation, by Brenda L. Stumbo, Supervisor and Karen Lovejoy-Roe, Township Clerk having a mailing address of 7200 South Huron River Drive, Ypsilanti, MI 48197-7007 (hereinafter called "Grantor", whether one person or more than one), for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, paid by NEXUS GAS TRANSMISSION, LLC, a Delaware limited liability company, having a principal place of business at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "Grantee" or "NEXUS"), does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, an exclusive, fifty foot (50') wide permanent right-of-way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, watering up, dewatering, changing the size of (with the same or smaller size pipeline), relocating within the Easements, abandoning and removing one (1) underground pipeline having a nominal diameter of thirty-six inches (36") or less, together with such above- or below-grade valves, fittings, meters, tie-overs, cathodic/corrosion protection, electrical interference mitigation, data acquisition and communications lines and devices, electric lines and devices, pipeline markers required by law, and other appurtenant facilities (collectively, the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof, over, under, across, and upon the following described land (the "Easement") situated in the Township of Ypsilanti, County of Washtenaw, and State of Michigan, more fully described and referred to as:

## TRACT NO(s): MI-WA-000.0001-SA-6.1-SPRD4, MI-WA-107.0020 & MI-WA-107.0020-TAR-7-250.2

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Commencing at the South 1/4 post of Section 24, Town 3 South, Range 7 East; thence North 1 degree 40'40" West 50.01 feet in the North-South 1/4 line for the point of beginning; thence South 87 degrees 16'30" West 66.01 feet; thence North 1 degree 40'40" West 830.01 feet; thence South 84 degrees 04'20" West 212.54 feet; thence North 78 degrees 43'40" West 156.92 feet; thence South 45 degrees 24'20" West 280.63

feet; thence South 69 degrees 28'20" West 311.55 feet; thence South 85 degrees 32'20" West 387.30 feet; thence North on the centerline of Bridge Road to the centerline of the Huron River; thence Easterly along the centerline of said River to the North-South 1/4 line; thence South to the point of beginning; being a part of the Southwest 1/4 of Section 24, Town 3 South, Range 7 East. (the "Property").

Parcel No. K-11-24-300-011

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-1", Drawing No. MI-WA-107.0020, dated 03/14/2016 ("Drawing") attached hereto as Exhibit A-1 and made a part hereof.

#### TRACT NO(s): MI-WA-110.0000

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Part of Section 24, Town 3 South, Range 7 East, described as beginning at a point located distant South 1 degree 31'13" East 1502.98 feet along the centerline of Bomber Road, coincident with the North-South 1/4 line of Section 24, Town 3 South, Range 7 East, and South 89 degrees 18'13" East 801.99 feet along the centerline of Grove Road and South 01 degree 57'13" East 674.24 feet from the North 1/4 corner of said Section 24; thence South 01 degree 57'13" East 400.23 feet to a point on the centerline of the Huron River; thence along said centerline of the Huron River, North 85 degrees 29'36" West 636.32 feet and South 76 degrees 13'06" West 272.86 feet to a point hereinafter referred to as "Point A" and South 48 degrees 00'46" West 201.80 feet and South 33 degrees 01'26" West 477.07 feet and South 23 degrees 29'55" East 125.40 feet and South 53 degrees 50'31" East 161.01 feet and South 75 degrees 57'50" East 618.47 feet and South 62 degrees 44'41" East 185.61 feet and South 15 degrees 38'32" East 129.81 feet and South 10 degrees 53'08" West 132.38 feet and South 46 degrees 23'50" West 145.00 feet and South 70 degrees 33'36" West 180.28 feet and South 87 degrees 52'44" West 405.28 feet and South 78 degrees 34'50" West 454.07 feet; thence North 01 degrees 05'30" West 541.09 feet; thence South 88 degrees 54'30" West 567.00 feet to a point on the East line of Bridge Road (66 feet wide); thence North 01 degree 05'30" West 1100.00 feet along said East line; thence North 88 degrees 56'44" East 798.38 feet to a point hereinafter referred to as "Point B"; thence North 56 degrees 18'36" East 522.80 feet; thence South 88 degrees 37'15" East 830.95 feet to the point of beginning. (the "Property").

Parcel No. K-11-24-300-001

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-2", Drawing No. MI-WA-110.0000, dated 01/30/2016 ("Drawing") attached hereto as Exhibit A-2 and made a part hereof.

### TRACT NO(s): MI-WA-112.0010

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: All that part of Section 23, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, lying North of the Huron River and Southerly of the 686 ft. contour on the North side of the Huron River. (the "Property").

Parcel No. K-11-23-200-001

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-3", Drawing No. MI-WA-112.0010, dated 03/03/2016 ("Drawing") attached hereto as Exhibit A-3 and made a part hereof.

#### TRACT NO(s): MI-WA-119.0040

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lot 1711, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-014

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-4", Drawing No. MI-WA-119.0040, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-4 and made a part hereof.

### TRACT NO(s): MI-WA-119.0050

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lot 1710, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-015

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-5", Drawing No. MI-WA-119.0050, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-5 and made a part hereof.

## TRACT NO(s): MI-WA-119.0060

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lots 1706, 1707, 1708, 1709, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-016

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-6", Drawing No. MI-WA-119.0060, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-6 and made a part hereof.

## TRACT NO(s): MI-WA-119.0070

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lots 1704 and 1705, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-017

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-7", Drawing No. MI-WA-119.0070, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-7 and made a part hereof.

## TRACT NO(s): MI-WA-122.0000

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lots 1450 through 1463, inclusive, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-001

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-8", Drawing No. MI-WA-122.0000, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-8 and made a part hereof.

## TRACT NO(s): MI-WA-127.0000

Being a portion of the land described as being in the Township of Ypsilanti, Washtenaw County, State of Michigan and is described as follows: Lots 519 to 527, Watsonia Subdivision according to the plat thereof as recorded in

Liber 6 of Plats, page 33, Washtenaw County Records excepting that part of Lots 519 to 527 of said Watsonia Park Subdivision which lies Westerly of a line 61 feet Easterly of, measured at right angles, and parallel to the hereinafter described construction centerline of the relocated Northbound Detroit Industrial Expressway. The hereinbefore mentioned construction centerline of the relocated Northbound Detroit Industrial Expressway is described as follows: Commencing at the West 1/4 corner of Section 13, T3S, R7E, Michigan; thence North 86 deg. 58' 25" East, along the centerline of State Street in Watsonia Park Subdivision, 103.69 feet; thence South 1 deg. 30' 35" East, 169.27 feet to a point of beginning being the point of curve of a curve to the right, having a chord bearing North 6 deg. 35' 05" East, a radius of 2864.79 feet and a central angle of 16 deg. 11' 21"; thence Northeasterly along the arc of said curve 809.46 feet to the point of tangent; thence North 14 deg. 40' 46" East, 382.38 feet to the point of curve of a curve to the left, having a radius of 2864.79 feet and a central angle of 16 deg. 11' 21"; thence Northerly along the arc of said curve, 809.46 feet to the point of tangent; thence North 1 deg. 30' 35" West, 896.61 feet to a point of ending on the North line of said Section 13, which lies North 86 deg. 03' 35" East, 450.39 feet from the Northwest corner of said Section 13 as set forth Notice of Filing of Determination of Necessity and Taking Possession of Lands in Liber 889 page ALSO including the Westerly 30 feet of 534, Washtentaw County Records. abandoned Beverly Ave lying adjacent to Lots 519 to 527, Watsonia Park Subdivision, Liber 6 of Plats, Page 33, Washtenaw County Records; said abandonment set forth in Liber 1757, Page 947, Washtenaw County Records. (the "Property").

PART OF Parcel No. K-11-13-232-002

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-9", Drawing No. MI-WA-127.0000, dated 03/16/2016 ("Drawing") attached hereto as Exhibit A-9 and made a part hereof.

1. Notwithstanding anything to the contrary as shown on the Drawing, the permanent and exclusive easement rights granted to Grantee shall extend to and include contiguous public or private roads and ways to the full extent of Grantor's interest therein for the purpose of ingress and egress to the Easement.

2. Also included in this Grant of Easement is the use of the following if and to the extent shown on the Drawing: (a) temporary access roads (the "Temporary Access Road", whether one or more) to access the Temporary Work Space (as herein defined) and the Easement; (b) temporary work space (the "Temporary Work Space") adjacent to and generally

parallel with the Easement for construction, operation and maintenance of the Pipeline Facilities. Grantor's granting of the Temporary Access Road and Temporary Work Space to Grantee shall be on an exclusive basis during the full term of twenty four (24) months from the start of construction of the Pipeline Facilities on the Property. Grantor shall grant no third party any right to use the Temporary Access Road or Temporary Work Space prior to the expiration of Grantee's exclusive term to use the Temporary Access Road and/or Temporary Work Space.

3. Grantee intends to use the area described on Exhibit "A" attached hereto as "Exhibit A" for the purposes of storing, bending, welding and testing of pipe and for valve and other appurtenant facility assembly operations, and for storing of other pipeline-related materials including, but not limited to, construction equipment (the "Staging Area"). The Staging Area may also be used for the following purposes: parking of vehicles including trucks, vans and construction equipment, the rights of ingress and egress to and from the Staging Area for enjoyment of Grantee's parking rights, the temporary storage of soils during the construction of Grantee's pipeline project, fabrication, material storage, painting of equipment and related pipeline construction activities. Vehicles may be owned or operated by individual agents or employees of the Grantee or its contractors or private parties. Grantee and its contractors may also set up, operate and maintain portable office trailers with associated electric power and telephone services on the Staging Area during the term of these twenty-four (24) months from the start of construction to facilitate Grantee's pipeline construction and restoration operations.

4. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the right, to be exercised at any time in Grantee's sole and absolute discretion, to remove, clear and to keep clear all buildings (including, but not limited to, sheds, garages, and other structures, whether on foundations or not), walls or similar structures, above- or below-ground swimming pools, decks, rocks, trees, brush, limbs, and other obstructions including, but not limited to, pipelines and conduits within the Easement, Temporary Access Road and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Access Road and Temporary Work Space as to the Temporary Work Space and Temporary Access Road only) that may interfere with the Grantee's use of the Easement, Temporary Access Road and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space and Temporary Access Road as to the Temporary Work Space and Temporary Access Road only), and the free and full right of ingress and egress, over and across said Easement, Temporary Access Road and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space and Temporary Access Road as to the Temporary Work Space and Temporary Access Road only). Subject to the terms of this Grant of Easement, after construction and installation of the Pipeline Facilities is completed, Grantor may plant crops (but in no event trees) within the Easement and harvest the same from time-to-time.

5. Grantor and Grantee agree that the consideration for this Grant of Easement includes payment for the value of the rights granted to Grantee by Grantor, and all damages of every kind and character and clean-up costs for initial construction and installation of the Pipeline Facilities including damages to growing crops and timber, and the reestablishment of growing crops. Grantee shall pay Grantor the fair market value for any and all damages to growing crops, cultivated land, pasturage, timber, fences, drain tile, or buildings of Grantor resulting from the exercise of the rights herein granted subsequent to the initial construction of the Pipeline Facilities; provided, however, that after the Pipeline Facilities have been constructed hereunder, Grantee shall not be liable for damages in the future caused by keeping the Easement clear of trees, undergrowth, brush, structures, or any other obstructions. In the event the Property or any part of the Property is subject to an existing surface lease, any and all damages sustained by the existing surface tenant to crops, timber or other property belonging to the surface lease tenant as a result of the Grantee's use of this Grant of Easement, shall, following payment from Grantee to Grantor hereunder, be promptly remitted to the surface tenant by Grantor.

6. The pipeline shall be buried to at least the minimum depth required by applicable laws and regulations.

7. Grantor shall not grade, excavate, fill or flood the Easement, Temporary Access Road and/or Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space and Temporary Access Road, as to the Temporary Work Space and Temporary Access Road, as to the Temporary Work Space and Temporary Access Road only) without obtaining the Grantee's prior written consent, which may be withheld in Grantee's sole discretion.

8. Grantor shall retain any interest which Grantor has in and to the oil, gas, and other minerals in, on and under the Easement; provided, however, that if Grantor owns such minerals, Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easement, but it will be permitted to extract the oil and other minerals from and under the Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the purposes for which the Easement has been acquired by Grantee.

9. The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged and mortgaged, and shall inure to the benefit of the Grantee and its successors, assigns, heirs and legal representatives. The burdens of this Grant of Easement shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Grantor and its successors, assigns, permittees, licensees, lessees, employees and agents.

10. The failure of Grantee to exercise or any delay of Grantee in exercising any rights herein conveyed in any single instance or from time to time shall not be considered or construed

as a waiver of such right or rights and shall not bar Grantee from exercising such right or rights, or, if necessary, seeking an appropriate remedy in conjunction with the exercise or violation of such right or rights from time to time.

11. Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

12. This Grant of Easement shall terminate, or be deemed to have terminated, if and only if (i) the Federal Energy Regulatory Commission, or its successor agency, has issued an authorization for Grantee to abandon the Pipeline Facilities or (ii) Grantee notifies Grantor in writing of its intent to terminate this Grant of Easement. In the event of any such termination and upon the written request of Grantor, Grantee shall furnish Grantor with a release of the Grant of Easement.

13. Any and all written notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Grant of Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown below, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein.

a) Grantor and Grantee designate the following persons, addresses for all notices and information to be delivered hereunder:

Grantor: The Charter Township of Ypsilanti, Attention: Brenda L. Stumbo, Supervisor & Karen Lovejoy-Roe, Township Clerk 7200 South Huron River Drive, Ypsilanti, MI 48197-7007

Grantee: NEXUS Gas Transmission, LLC, 5400 Westheimer Court, Houston, Texas 77056

b) Such persons, addresses may be changed by the respective party by delivering written notice of such change to the other party.

14. This Grant of Easement shall be interpreted, enforced and governed under the laws of the State of Michigan. Venue for any dispute arising under this Grant of Easement shall be proper in either a state court in the county where the Property is located, or the Michigan federal court having jurisdiction over the county in which the Property is located.

15. The undersigned, states, affirms and certifies as of the date hereof that the undersigned is the legal owner of the Property and is authorized pursuant to the laws of the State of Michigan to execute, acknowledge and deliver this Grant of Easement in the Property of Grantor. If Grantor is married and holds title to the Property in his or her name only, his or her spouse is signing this Grant of Easement to release dower in the property rights granted and conveyed herein.

16. The execution, delivery, and performance of this Grant of Easement have been duly and validly authorized by all requisite action, corporate or otherwise, on the part of the Grantor and Grantee.

17. From time to time, and at the request of Grantee, the Grantor (without additional consideration) shall execute and deliver such additional documents and instruments which are necessary or appropriate to effectuate and perform the provisions of this Grant of Easement.

18. Grantee agrees to indemnify and hold harmless Grantor from and against claims, actions, suits, or demands for injuries and damages occurring as a direct result of Grantee's negligence or intentional misconduct in using the Easement Area, except to the extent such damages, costs, claims or liabilities arise from Grantor's negligence or intentional misconduct, or any actions or omissions of Grantor, their employees, agents, invitees, or lessees for which such parties may be strictly liable under law.

19. This instrument is exempt from transfer taxes pursuant to MCL 207.505(a), MCL 207.505(f), MCL 207.526(a), MCL 207.526(f), and MCL 211.8(g).

[Signatures begin on following page]

IN WITNESS WHEREOF, Grantor executes this Grant of Easement this day of \_\_\_\_\_, 2016.

Grantor:

The Charter Township of Ypsilanti, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation

X Brenda L. Stumbo, Supervisor

Χ

Karen Lovejoy-Roe, Township Clerk

## ACKNOWLEDGMENT

<b>STATE OF</b>	<b>`</b>
	ss ss
COUNTY OF	)

CTATE OF

On this \_\_\_\_\_ day of \_\_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared Brenda L. Stumbo, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_\_, acknowledged <u>herself</u> to be <u>Supervisor</u> of <u>The Charter Township of Ypsilanti</u>, <u>A/K/A The Township of Ypsilanti</u>, a <u>Michigan Municipal</u> Corporation, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation/company, and acknowledged to me that she signed it voluntarily, for its stated purposes.

My Commission Expires:

	, Notary Public
	County, Michigan
Acting in	County, Michigan

\_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF	<b>`</b>
	ss ss
COUNTY OF	)

On this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared <u>Karen Lovejoy-Roe</u>, who proved to me through satisfactory evidence of identification, which was \_\_\_\_\_\_\_, acknowledged <u>herself</u> to be <u>Township</u> <u>Clerk</u> of <u>The Charter Township of Ypsilanti</u>, <u>A/K/A The Township of Ypsilanti</u>, a <u>Michigan</u> <u>Municipal Corporation</u>, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation/company, and acknowledged to me that <u>she</u> signed it voluntarily, for its stated purposes.

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	, Notary Public
	County, Michigan
Acting in	County, Michigan

<u>RECORD AND RETURN TO:</u> NEXUS Gas Transmission, LLC Attention: Right-of-Way Department 98 Main Street Dundee, MI 48131-1202

Tract No: MI-WA-000.0001-SPRD4, MI-WA-107.0020, MI-WA-107.0020-TAR-7-250.2 MI-WA-110.0000, MI-WA-112.0010, MI-WA-119.0040, MI-WA-119.0050, MI-WA-119.0060, MI-WA-119.0070, MI-WA-122.0000 & MI-WA-127.0000 State: Michigan

This instrument prepared by: Jeff Dehner, Esq., 6050 Oak Tree Blvd, Suite 200, Independence, Ohio 44131

MI-WA-000.0001-SA-6.1-SPRD4, MI-WA-107.0020,
MI-WA-107.0020-TAR-7-250.2, MI-WA-110.0000, MI-WA-112.0010,
MI-WA-119.0040, MI-WA-119.0050, MI-WA-119.0060,
MI-WA-119.0070, MI-WA-122.0000 & MI-WA-127.0000
The Charter Township of Ypsilantia, A/K/A The Township of Ypsilanti
K-11-24-300-011, K-11-24-300-001, K-11-23-200-001, K-11-13-331-014,
K-11-13-331-015, K-11-13-331-016, K-11-13-331-017, K-11-13-331-001
and A PART OF K-11-13-232-002

# NEXUS GAS TRANSMISSION, LLC ORDER OF PAYMENT

Date: \_\_\_\_\_

Contemporaneous to the execution of this Order of Payment, Grantor/Payee executed a <u>Grant of Easement</u> covering the lands described above. Grantee/Payor shall tender the payment below to Grantor/Payee as indicated herein by check. Grantor/Payee acknowledges and agrees that he/she has read and understands the terms and provisions of the <u>Grant of Easement</u> and this Order of Payment. Non-acceptance by Grantor/Payee of timely payment shall not serve to void the <u>Grant of Easement</u>.

Payment for the rights granted to NEXUS Gas Transmission, LLC are in the total amount of \$<u>40,646.80</u>. This payment consists of the following:

Easement ( 100.00% of total payment) - \$40,646.80; And Damages ( 0.00% of total payment) - \$0.00.

> The Charter Township of Ypsilanti, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation

Grantor/Payee's signature:

Brenda L. Stumbo, Supervisor

Date:			

Grantor/Payee's signature:

Karen Lovejoy-Roe, Township Clerk

 DATE PAID
 PAID BY

 AMOUNT
 CHECK NUMBER

Date: \_\_\_\_\_



Date: \_\_\_\_\_, 2016

The Charter Township of Ypsilanti 7200 South Huron River Drive Ypsilanti, MI 48197-7007

ATTENTION: Brenda L. Stumbo, Supervisor and Karen Lovejoy-Roe, Township Clerk

 Re: NEXUS Gas Transmission, LLC ("NEXUS") Project Letter Agreement MI-WA-000.0001-SA-6.1-SPRD4, MI-WA-107.0020, MI-WA-107.0020-TAR-7-250.2, MI-WA-110.0000, MI-WA-112.0010, MI-WA-119.0040, MI-WA-119.0050, MI-WA-119.0060, MI-WA-119.0070, MI-WA-122.0000 & MI-WA-127.0000, Washtenaw County, Michigan Tax Parcel ID Number: K-11-24-300-011, K-11-24-300-001, K-11-23-200-001, K-11-13-331-014, K-11-13-331-015, K-11-13-331-016, K-11-13-331-017, K-11-13-331-001 & PART OF K-11-13-232-002 Grant of Easement ("Underlying Agreement")

Dear Ms. Stumbo and Ms. Lovejoy-Roe,

You have stated your willingness to enter into the above-referenced Underlying Agreement with NEXUS Gas Transmission, LLC ("NEXUS") regarding its plans to install a natural gas transmission pipeline, utilize a staging area and temporary access road on or near your property located in Washtenaw County, Michigan ("Property") as part of NEXUS' new interstate natural gas pipeline system (the "NEXUS Project"). However, as inducement for you to enter into the Underlying Agreement, you have requested, and the parties agree, that the following additional terms and conditions shall apply to NEXUS' use of the Property for the NEXUS Project:

- 1. At those times NEXUS is performing work within the Easement and/or Temporary Workspace, NEXUS will ensure that the Easement and Temporary Workspace are clean of its construction debris and litter, which will not be buried within the Easement or Temporary Workspace.
- 2. NEXUS agrees to restore the Property to as near as reasonably possible to what existed prior to the start of construction of the Pipeline Facilities on the Property.
- 3. If the Easement and/or Temporary Workspace is located in a cultivated field or lawn, NEXUS will remove rocks unearthed during construction activities within the disturbed areas of the Easement and/or Temporary Workspace.
- 4. Topsoil segregation will be conducted in lawns. At completion subsoil will be chisel plowed in travel lane, rocks will be picked up and topsoil replaced. Grantee shall hire a local licensed landscaper to restore lawn and utilize seed type as requested by landowner.
- 5. This Letter Agreement shall remain applicable only for twenty-four (24) months from the start of construction.
- 6. This Letter Agreement, the Underlying Agreement, and any exhibits thereto constitute the entire agreement between the parties and there are no other agreements, promises, representations or understandings as to the matters addressed herein except as expressly set forth herein.

- Page 2
- 7. This Letter Agreement is binding on the heirs, executors, administrators, successors and assigns of NEXUS but is personal to the undersigned.
- 8. This Letter Agreement shall not be recorded, distributed, disclosed, or utilized by you or any person acting on your behalf, and you and all such persons shall keep confidential this Letter Agreement and all the terms and shall not disclose to any person or entity the existence of this Letter Agreement unless and insofar as: (a) ordered to do so by a court of competent jurisdiction; or (b) it is necessary for an attorney or accountant to render professional advice or services to or for the benefit of the undersigned (the restrictions stated in this paragraph shall automatically apply to the attorney and/or accountant, and the undersigned shall so advise such person(s)).
- 9. Any attempt by the undersigned or their heirs, successors, assigns, representatives or attorneys or agents to record in the public record (e.g., a county recorder's office) this Letter Agreement or a copy of it as a stand-alone instrument or as an exhibit attachment or schedule to an affidavit or other recordable instrument or document shall render this Letter Agreement null, void, and unenforceable.

If the foregoing is acceptable to you, please indicate your agreement thereto by signing two (2) originals of this letter in the space provided below, retaining one (1) original for your records, and returning one (1) original to the undersigned.

If you have any questions or concerns that I did not address in this letter, please do not hesitate to contact us at the Project Hotline toll-free at 1-844-589-3655.

Sincerely,

Walton Johnson ROW Project Manager NEXUS Gas Transmission, LLC

Accepted:

The Charter Township of Ypsilanti, a Michigan Municipal Corporation

Brenda L. Stumbo, Supervisor

Date

Karen Lovejoy-Roe, Township Clerk

Date

# **NEW BUSINESS**

## CHARTER TOWNSHIP OF YPSILANTI 2017 BUDGET AMENDMENT #1

January 17, 2017

## **101 - GENERAL OPERATIONS FUND**

Request to carryforward the 2016 approved budgeted funds for the Board Room Sound System Project to 2017's budget. The equipment and installation were not delivered until January 2017, therefore the expenditure will be for 2017. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$20,908.00
		Net Revenues	\$20,908.00
Expenditures:	Equipment	101-265-000-977.000	\$20,908.00
		Net Expenditures	\$20,908.00

Request to increase budget for a new Teamster classification of an Assistant I. T. Manager position with the beginning salary of \$55,000. It is the intent to move budgeted funds of \$40,124 from the Help Desk Specialist position to the new position of Assistant I. T. Manager. The budget amount requested will be the salary difference of \$14,876 plus \$1,138 FICA and \$767 MERS increases. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$16,781.00
		Net Revenues	\$16,781.00
Expenditures:	Salary - Permanent Wages	101-266-000-706.000	\$14,876.00
	FICA	101-266-000-715.000	\$1,138.00
	MERS	101-266-000-876.000	\$767.00
		Net Expenditures	\$16,781.00

## 226 - ENVIRONMENTAL SERVICES FUND

Increase budget for PTO payout over the budgeted 32 hours. The requested hours are paid at 75%, of which 50% will be in the Environmental Services and 50% will be in the Compost Fund. The three full time elected officials have approved to bring to the Board. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	226-000-000-699.000	\$1,149.00
		Net Revenues	\$1,149.00
Expenditures:	Salary - Payout PTO	226-226-000-708.004	\$1,067.00
	FICA	226-226-000-715.000	\$82.00
		Net Expenditures	\$1,149.00

Total Increase \$37,689.00

Total Increase \$1,149.00

## CHARTER TOWNSHIP OF YPSILANTI 2017 BUDGET AMENDMENT #1

## January 17, 2017

<b>266 - LAW ENFORCEMENT FU</b>	UND
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Increase budget for PTO payout over the budgeted 32 hours per employee. The requested hours are paid at 75% and the three full time elected officials have approved to bring to the Board. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$3,263.00
		Net Revenues	\$3,263.00
Expenditures:	Salary - Payout PTO	266-304-000-708.004	\$3,031.00
	FICA	266-304-000-715.000	\$232.00
		Net Expenditures	\$3,263.00

## 590 - COMPOST FUND

Total Increase \$1,149.00

Total Increase

\$3,263.00

Increase budget for PTO payout over the budgeted 32 hours. The requested hours are paid at 75%, of which 50% will be in the Environmental Services and 50% will be in the Compost Fund. The three full time elected officials have approved to bring to the Board. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-699.000	\$1,149.00
		Net Revenues	\$1,149.00
Expenditures:	Salary - Payout PTO	590-590-000-708.004	\$1,067.00
	FICA	590-590-000-715.000	\$82.00
		Net Expenditures	\$1,149.00

Motion to Amend the 2017 Budget (#1):

Move to increase the General Fund budget by \$37,689 to \$8,326,495 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$1,149 to \$2,618,578 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$3,263 to \$7,024,967 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$1,149 to \$456,534 and approve the department line item changes as outlined.

## **RESOLUTION 2017-01**

## APPROVING REFUNDING CONTRACT

Charter Township of Ypsilanti County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Township"), held on the 17th day of January, 2017, at 7:00 o'clock p.m., prevailing Eastern Time.

 PRESENT:
 Members:

ABSENT:
 Members:

The following preamble and resolutions were offered by Member \_\_\_\_\_\_ and

supported by Member \_\_\_\_\_:

WHEREAS, it is deemed necessary to refund certain maturities of the Ypsilanti Community Utilities Authority's 2007 Water Supply System No. 6 Bonds and Refunding Bonds (the "Prior Bonds") so as to produce interest savings to the Township; and

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

WHEREAS, pursuant to the Refunding Contract, YCUA plans to issue refunding bonds designated "2017 Refunding Bonds (Charter Township of Ypsilanti)" (the "Refunding Bonds"); and

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

## NOW, THEREFORE, BE IT RESOLVED, THAT:

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

2. The Supervisor, the Township Clerk and the Township Treasurer each is hereby authorized to execute on behalf of the Township any closing document or certificate as may be required by YCUA or the purchaser of the Refunding Bonds. The Township hereby covenants to take all action within its control to the extent permitted by law necessary to maintain the exclusion of the interest on the Refunding Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, actions relating to the rebate of arbitrage earnings and expenditure and investment of proceeds of the Refunding Bonds.

3. The Supervisor, the Township Clerk and the Township Treasurer is each individually hereby authorized and directed to approve the circulation of a preliminary official statement and a final official statement describing the Refunding Bonds and to execute a final official statement on behalf of the Township.

4. The Township shall enter into an undertaking for the benefit of the holders and beneficial owners of the Refunding Bonds (the "Undertaking") and shall comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission regarding continuing disclosure. The Supervisor, the Township Clerk and the Township Treasurer each is authorized to execute and deliver the Undertaking on behalf of the Township.

-2-

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

AYES:	Members		 	
NAYS:	Members		 	 
RESOLUTI	ON DECLAREI	D ADOPTED.		

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on January 17, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Township Clerk

 $28177706.1 \backslash 099369\text{-}00040$ 

## **REFUNDING CONTRACT**

THIS REFUNDING CONTRACT, made and entered into this 25<sup>th</sup> day of January, 2017, by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY (the "Authority"), a public corporation organized and existing under the authority of Act 233, Public Acts of Michigan, 1955, as amended (the "Act"), under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, ("Act 34") and the Act (collectively the "Acts"), and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan (the "Township").

## WITNESSETH:

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

WHEREAS, the Charter Township of Ypsilanti (the "Township") and the Authority have entered into a Contract, dated as of October 1, 2001, and a Contract Supplement, dated March 1, 2002, wherein the Authority agreed to acquire and construct sewer improvements for the benefit of the Township (together, the "2002 Contract"); and

WHEREAS, bonds of the Authority were issued pursuant to the 2002 Contract, denominated 2002 Sanitary Sewer System No. 3 Bonds (Charter Township of Ypsilanti), dated as of November 26 2002 (the "2002 Bonds"); and

WHEREAS, the Township and the Authority have entered into a Water Supply

System No. 6 Contract and Refunding Contract, dated as of February 6, 2007, for the purpose of acquiring and constructing water supply system improvements for the benefit of the Township and refunding portions of the 2002 Bonds (the "Contract"); and

WHEREAS, bonds have been issued pursuant to the Contract, denominated 2007 Water Supply System No. 6 Bonds and Refunding Bonds (the "Prior Bonds"); and

WHEREAS, the Township and the Authority have determined that it is in the best interest of the Township and the Authority to refund all or part of the Prior Bonds maturing in the years 2018 through 2032; and

WHEREAS, it is the determination and judgment of the Authority and the Township that the Prior Bonds should be refunded to secure for the Township the interest savings anticipated and thereby permit the operation of the financed facilities in a more economical fashion for the benefit of the taxpayers of the Township and users of the Township's water supply and sanitary sewer systems; and

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

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

1. The Authority and the Township hereby approve and confirm the refunding of all or part of the Prior Bonds maturing in the years 2018 through 2032 under the provisions of the Act in the manner provided by and pursuant to this Refunding Contract.

2. The Authority will issue a single series of refunding bonds (the "Refunding Bonds") in the total principal amount of not to exceed \$7,500,000 in order to pay all or

<sup>-2-</sup>

part of the costs of refunding the Prior Bonds as described in Section 1. All costs of retiring the Prior Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Prior Bonds, underwriting discount, bond and other printing, administrative, rating fees, legal and financial advisory fees and expenses, printing of official statements, bond insurance, trustee and paying agent/registrar fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs.

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

(a) The Authority will adopt a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$7,500,000 (the "Refunding Bond Resolution"), such Resolution substantially in the form attached hereto and based upon the financial analysis provided by PFM Financial Advisors, LLC of the financial benefits of the refunding. The Refunding Bonds shall mature serially or be subject to annual sinking fund redemption, as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Township as provided in the Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of the Township to pay said installments when due, including interest. After due adoption of the Refunding Bond Resolution, the Authority will take all legal procedures and steps necessary to effectuate the sale and delivery of the Refunding Bonds.

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

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

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

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

It is agreed that the Township shall pay to the Authority, on each annual maturity or sinking fund date of principal amounts of the Refunding Bonds, such principal amount, and in addition, on each interest payment date on the Refunding Bonds, as accrued interest on the principal installments remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date. From time to time as the Authority is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and expenses accrue to the Authority from handling of

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

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the payments made by the Township or from other action taken in connection with the Refunding Bonds, the Authority shall notify the Township of the amount of such fees, costs and expenses, and the Township shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to pay such amounts.

The Authority shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish the Township with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise the Township, in writing, of the exact amount due on said date. The failure to give such notice shall not, however, excuse the Township from making required payments when due under the provisions hereof.

5. The Township, pursuant to authorization contained in the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed herein. Pursuant to such pledge, if other funds are not available, the Township shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the Township in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy shall however be subject to applicable constitutional, statutory and charter limitations. Commitments of the Township are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the Township in anticipation of which the Authority

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

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Refunding Bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the Township from using any, or any combination of, the means and methods provided in Section 7 of the Act for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

6. Additional moneys over and above any of the payments specified in this Refunding Contract may be prepaid as provided in the Contract.

7. All provisions of the Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Bonds made by the Township therein, shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, all or part of the Bonds in the maturities described in Section 1 of this Refunding Contract will be defeased and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead. It is also hereby recognized that the obligation of the Township to make payments for debt service for those maturities of the Bonds which are not being refunded will continue in full force and effect.

8. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of the Act.

9. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed

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refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this Refunding Contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by the Township in accordance with existing commitments to the Authority, and the Authority shall not be obligated for such costs and expenses.

10. The Authority and the Township each recognize that the holders from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore covenanted and agreed by each of them that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. The Township and the Authority further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of Refunding Bonds shall be deemed to be for the benefit of the holders of said Refunding Bonds.

11. This Refunding Contract shall remain in full force and effect for a period of fifteen (15) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the Authority are paid, at which time this Refunding Contract shall be

terminated, and the provisions of the Contract relative to disposition of the financed facilities shall be carried out. In any event, the obligations of the Township to make the payments required hereunder shall be terminated at such time as all of the Refunding Bonds are paid in full by the Township, together with all interest and penalties and other obligations hereunder.

12. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. IN WITNESS WHEREOF, THE YPSILANTI COMMUNITY UTILITIES AUTHORITY, by its Commission, and the CHARTER TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW, MICHIGAN, by its Township Board, have each caused its name to be signed to this instrument by its duly authorized officers the day and year first above written.

In the presence of:

# YPSILANTI COMMUNITY UTILITIES AUTHORITY

By:

Chair of its Commission

By: \_\_\_\_\_

Secretary of its Commission

In the presence of:

## CHARTER TOWNSHIP OF YPSILANTI

By:

Supervisor

By:

Township Clerk

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## SAVINGS

## Ypsilanti Community Utilities Authority, Michigan County of Washtenaw, State of Michigan 2017 Refunding Bonds (Current Refund 2007 Water Supply System No. 6 and Refunding Bonds) (Bank Qualified Scale)

Date	Prior Debt Service	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 02/22/2017 @ 2.9852687%
02/22/2017			345.54	-345.54	345.54		345.54
05/01/2017	139,317.50				139,317.50	139,663.04	138,528.49
11/01/2017	139,317.50	182,185.00		182,185.00	-42,867.50		-41,997.85
05/01/2018	244,317.50	176,700.00		176,700.00	67,617.50	24,750.00	65,271.48
11/01/2018	137,217.50	130,800.00		130,800.00	6,417.50		6,103.74
05/01/2019	252,217.50	235,800.00		235,800.00	16,417.50	22,835.00	15,385.17
11/01/2019	134,917.50	128,700.00		128,700.00	6,217.50		5,740.86
05/01/2020	254,917.50	233,700.00		233,700.00	21,217.50	27,435.00	19,302.81
11/01/2020	132,517.50	126,600.00		126,600.00	5,917.50		5,304.32
05/01/2021	252,517.50	231,600.00		231,600.00	20,917.50	26,835.00	18,474.26
11/01/2021	130,117.50	124,500.00		124,500.00	5,617.50		4,888.39
05/01/2022	255,117.50	234,500.00		234,500.00	20,617.50	26,235.00	17,677.64
11/01/2022	127,617.50	122,300.00		122,300.00	5,317.50		4,492.22
05/01/2023	257,617.50	237,300.00		237,300.00	20,317.50	25,635.00	16,911.78
11/01/2023	125,017.50	120,000.00		120,000.00	5,017.50		4,115.02
05/01/2024	255,017.50	235,000.00		235,000.00	20,017.50	25,035.00	16,175.58
11/01/2024	122,417.50	117,700.00		117,700.00	4,717.50		3,756.02
05/01/2025	237,417.50	217,700.00		217,700.00	19,717.50	24,435.00	15,467.95
11/01/2025	120,117.50	115,700.00		115,700.00	4,417.50		3,414.47
05/01/2026	655,117.50	635,700.00		635,700.00	19,417.50	23,835.00	14,787.86
11/01/2026	109,417.50	105,300.00		105,300.00	4,117.50		3,089.66
05/01/2027	1,004,417.50	985,300.00		985,300.00	19,117.50	23,235.00	14,134.29
11/01/2027	91,517.50	87,700.00		87,700.00	3,817.50		2,780.91
05/01/2028	941,517.50	922,700.00		922,700.00	18,817.50	22,635.00	13,506.28
11/01/2028	74,517.50	71,000.00		71,000.00	3,517.50		2,487.56
05/01/2029	954,517.50	931,000.00		931,000.00	23,517.50	27,035.00	16,386.87
11/01/2029	56,477.50	53,800.00		53,800.00	2,677.50		1,838.23
05/01/2030	976,477.50	953,800.00		953,800.00	22,677.50	25,355.00	15,340.20
11/01/2030	37,617.50	35,800.00		35,800.00	1,817.50		1,211.37
05/01/2031	957,617.50	935,800.00		935,800.00	21,817.50	23,635.00	14,327.54
11/01/2031	18,757.50	17,800.00		17,800.00	957.50		619.54
05/01/2032	933,757.50	907,800.00		907,800.00	25,957.50	26,915.00	16,548.57
	10,129,442.50	9,614,285.00	345.54	9,613,939.46	515,503.04	515,503.04	436,416.78

## Savings Summary

PV of savings from cash flow	436,416.78
Net PV Savings	436,416.78

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## SUMMARY OF REFUNDING RESULTS

Dated Date	02/22/2017
Delivery Date	02/22/2017
Arbitrage yield	2.985269%
Escrow yield	0.418232%
Value of Negative Arbitrage	34,110.14
Bond Par Amount	6,585,000.00
True Interest Cost	3.181854%
Net Interest Cost	3.327830%
Average Coupon	4.000000%
Average Life	11.501
Par amount of refunded bonds	6,875,000.00
Average coupon of refunded bonds	4.063900%
Average life of refunded bonds	11.341
PV of prior debt to 02/22/2017 @ 2.985269%	7,659,957.07
Net PV Savings	436,416.78
Percentage savings of refunded bonds	6.347880%
Percentage savings of refunding bonds	6.627438%
Net PV Savings Percentage savings of refunded bonds	436,416.78 6.347880%





## SOURCES AND USES OF FUNDS

Ypsilanti Community Utilities Authority, Michigan County of Washtenaw, State of Michigan 2017 Refunding Bonds (Current Refund 2007 Water Supply System No. 6 and Refunding Bonds) (Bank Qualified Scale)

Sources:
----------

Bond Proceeds: Par Amount Premium	6,585,000.00 545,002.50
	7,130,002.50

## Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.86
SLGS Purchases	7,008,702.00
	7,008,702.86
Delivery Date Expenses:	
Cost of Issuance	85,000.00
Underwriter's Discount	35,954.10
	120,954.10
Other Uses of Funds:	
Additional Proceeds	345.54
	7,130,002.50



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## BOND PRICING

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Call Date	Call Price
Bond Component:							
_	05/01/2018	45,000	4.000%	1.640%	102.771		
	05/01/2019	105,000	4.000%	1.890%	104.506		
	05/01/2020	105,000	4.000%	2.060%	105.960		
	05/01/2021	105,000	4.000%	2.240%	107.001		
	05/01/2022	110,000	4.000%	2.360%	107.966		
	05/01/2023	115,000	4.000%	2.490%	108.611		
	05/01/2024	115,000	4.000%	2.600%	109.126		
	05/01/2025	100,000	4.000%	2.710%	109.416		
	05/01/2026	520,000	4.000%	2.790%	109.747		
	05/01/2027	880,000	4.000%	2.870%	109.920		
	05/01/2028	835,000	4.000%	2.940%	109.273 C	05/01/2027	100.000
	05/01/2029	860,000	4.000%	3.020%	108.538 C	05/01/2027	100.000
	05/01/2030	900,000	4.000%	3.080%	107.991 C	05/01/2027	100.000
	05/01/2031	900,000	4.000%	3.150%	107.357 C	05/01/2027	100.000
	05/01/2032	890,000	4.000%	3.220%	106.727 C	05/01/2027	100.000
		6,585,000					
				00/00/2017			
	Dated Date			02/22/2017			
	Delivery Da			02/22/2017			
	First Coupo	n		11/01/2017			
	Par Amount			6,585,000.00			
	Premium			545,002.50			
	Production			7,130,002.50	108.276424%		
	Underwriter	's Discount		-35,954.10	-0.546000%		
	Purchase Pr Accrued Int			7,094,048.40	107.730424%		
	Net Proceed	ls		7,094,048.40			

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## BOND SUMMARY STATISTICS

Ypsilanti Community Utilities Authority, Michigan County of Washtenaw, State of Michigan 2017 Refunding Bonds (Current Refund 2007 Water Supply System No. 6 and Refunding Bonds) (Bank Qualified Scale)

Dated Date	02/22/2017
Delivery Date	02/22/2017
Last Maturity	05/01/2032
Last Maturity	05/01/2052
Arbitrage Yield	2.985269%
True Interest Cost (TIC)	3.181854%
Net Interest Cost (NIC)	3.327830%
All-In TIC	3.313024%
Average Coupon	4.000000%
Average Life (years)	11.501
Duration of Issue (years)	9.351
Par Amount	6,585,000.00
Bond Proceeds	7,130,002.50
Total Interest	3,029,285.00
Net Interest	2,520,236.60
Total Debt Service	9,614,285.00
Maximum Annual Debt Service	1,090,600.00
Average Annual Debt Service	632,865.72
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.460000
Total Underwriter's Discount	5.460000
Bid Price	107.730424

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	6,585,000.00	108.276	4.000%	11.501
	6,585,000.00			11.501
		L	All-In	Arbitrage
	TIC		TIC	Yield
Par Value + Accrued Interest	6,585,000.00	6,585,0	00.00	6,585,000.00
+ Premium (Discount)	545,002.50	545,0	02.50	545,002.50
<ul> <li>Underwriter's Discount</li> <li>Cost of Issuance Expense</li> <li>Other Amounts</li> </ul>	-35,954.10		54.10 00.00	
Target Value	7,094,048.40	7,009,0	48.40	7,130,002.50
Target Date	02/22/2017	02/22	/2017	02/22/2017
Yield	3.181854%	3.313	024%	2.985269%

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## BOND DEBT SERVICE

Period				Debt	Annual Debt
Ending	Principal	Coupon	Interest	Service	Service
	1 morpor	coupon		201100	
11/01/2017			182,185	182,185	
05/01/2018	45,000	4.000%	131,700	176,700	358,885
11/01/2018			130,800	130,800	
05/01/2019	105,000	4.000%	130,800	235,800	366,600
11/01/2019			128,700	128,700	
05/01/2020	105,000	4.000%	128,700	233,700	362,400
11/01/2020			126,600	126,600	
05/01/2021	105,000	4.000%	126,600	231,600	358,200
11/01/2021			124,500	124,500	
05/01/2022	110,000	4.000%	124,500	234,500	359,000
11/01/2022			122,300	122,300	
05/01/2023	115,000	4.000%	122,300	237,300	359,600
11/01/2023			120,000	120,000	
05/01/2024	115,000	4.000%	120,000	235,000	355,000
11/01/2024			117,700	117,700	
05/01/2025	100,000	4.000%	117,700	217,700	335,400
11/01/2025			115,700	115,700	
05/01/2026	520,000	4.000%	115,700	635,700	751,400
11/01/2026			105,300	105,300	
05/01/2027	880,000	4.000%	105,300	985,300	1,090,600
11/01/2027			87,700	87,700	
05/01/2028	835,000	4.000%	87,700	922,700	1,010,400
11/01/2028			71,000	71,000	
05/01/2029	860,000	4.000%	71,000	931,000	1,002,000
11/01/2029			53,800	53,800	
05/01/2030	900,000	4.000%	53,800	953,800	1,007,600
11/01/2030			35,800	35,800	
05/01/2031	900,000	4.000%	35,800	935,800	971,600
11/01/2031			17,800	17,800	-
05/01/2032	890,000	4.000%	17,800	907,800	925,600
	6,585,000		3,029,285	9,614,285	9,614,285





## SUMMARY OF BONDS REFUNDED

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
\$7.705M 2007 Wate	er Supply System No	o. 6, 2007:			
BOND	05/01/2018	4.000%	105,000.00	05/01/2017	100.000
	05/01/2019	4.000%	115,000.00	05/01/2017	100.000
	05/01/2020	4.000%	120,000.00	05/01/2017	100.000
	05/01/2021	4.000%	120,000.00	05/01/2017	100.000
	05/01/2022	4.000%	125,000.00	05/01/2017	100.000
	05/01/2023	4.000%	130,000.00	05/01/2017	100.000
	05/01/2024	4.000%	130,000.00	05/01/2017	100.000
	05/01/2025	4.000%	115,000.00	05/01/2017	100.000
	05/01/2026	4.000%	535,000.00	05/01/2017	100.000
	05/01/2027	4.000%	895,000.00	05/01/2017	100.000
	05/01/2028	4.000%	850,000.00	05/01/2017	100.000
	05/01/2029	4.100%	880,000.00	05/01/2017	100.000
	05/01/2030	4.100%	920,000.00	05/01/2017	100.000
	05/01/2031	4.100%	920,000.00	05/01/2017	100.000
	05/01/2032	4.100%	915,000.00	05/01/2017	100.000
			6,875,000.00		



## UNREFUNDED BOND DEBT SERVICE

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2017	100,000	4.000%	2,000	102,000	102,000
	100,000		2,000	102,000	102,000





#### ESCROW REQUIREMENTS

#### Ypsilanti Community Utilities Authority, Michigan County of Washtenaw, State of Michigan 2017 Refunding Bonds (Current Refund 2007 Water Supply System No. 6 and Refunding Bonds) (Bank Qualified Scale)

Period Ending	Interest	Principal Redeemed	Total
05/01/2017	139,317.50	6,875,000.00	7,014,317.50
	139,317.50	6,875,000.00	7,014,317.50



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#### ESCROW STATISTICS

#### Ypsilanti Community Utilities Authority, Michigan County of Washtenaw, State of Michigan 2017 Refunding Bonds (Current Refund 2007 Water Supply System No. 6 and Refunding Bonds) (Bank Qualified Scale)

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 7,008,702.86	0.191	0.418232%	0.418232%	6,974,592.72	34,110.14	
7,008,702.86				6,974,592.72	34,110.14	0.00

Delivery date Arbitrage yield 02/22/2017 2.985269%

# **Charter Township of Ypsilanti**

# **RESOLUTION NO. 2017-02**

### **OWNERS DAM SAFETY PROGRAM (ODSP)**

WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, currently holding a license with the Federal Energy Regulatory Commission (FERC) to operate the Ford Lake Hydroelectric Project (Project) #5334, and

WHEREAS, the FERC requires the Charter Township of Ypsilanti to develop, implement, fund and continue to support the ODSP, per the FERC guideline, for the Project until such time that the Charter Township of Ypsilanti releases ownership or the Project is no longer under the jurisdiction of the FERC, and

WHEREAS, the ODSP document clearly defines the responsibility for the Charter Township of Ypsilanti and its employees, and consultants, and

*WHEREAS*, the purpose of this Resolution is not new to the Charter Township of Ypsilanti, but rather a re-dedication to dam safety and the responsibilities that come with owning the Project, and

WHEREAS, by the action of this document, the Charter Township of Ypsilanti is showing the commitment to the FERC to operate a safe Project, prioritizing safety over any other goals, and

**NOW THEREFORE**, be it resolved that the Charter Township of Ypsilanti Board of Trustees acknowledges the Owners Dam Safety Program to maintain compliance with the FERC and define the role of Charter Township of Ypsilanti related to the Project. Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS-WILLIAMS JIMMIE WILSON, JR.



Charter Township of Ypsilanti Hydro Station

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 544.3690 Fax: (734) 544.3626

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# MEMORANDUM

- TO: Karen Lovejoy Roe, Clerk
- FROM: Michael Saranen, Hydro Operations
- DATE: January 5, 2017
- RE: Hydro Station Owners Dam Safety Program (ODSP)

In 2013, the Board adopted the Owners Dam Safety Program (ODSP) as part of the FERC requirements to improve dam safety at hydroelectric facilities.

Part of the program is to annually reaffirmed the ODSP by Board Resolution.

Please place on the January 17<sup>th</sup> Board agenda the 2017 ODSP Resolution under new Business.

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS WILLIAMS JIMMIE WILSON, JR.



Recreation Department/ Community Center

2025 East Clark Road Ypsilanti, MI 48198 Phone: (734) 544-3807 Fax: (734) 544-3888 50 & Beyond: (734) 544-3838

www.ytown.org

Charter Township of Ypsilanti

# Memorandum

- TO: Ypsilanti Township Board of Trustees
- FROM: Angie Verges, Recreation Services Manager
- DATE: January 9, 2017
- RE: RecTrac Software Upgrade

We are seeking Board approval to purchase the RecTrac Software Upgrade for the Recreation Department. Computer Support has budgeted funds in account 101-266-000-977-001 for this purchase.

Computer Support has received a quote from Vermont Systems for the installation and training related to the software. The total amount of the quote is \$7705.00. This is a Single Source Vendor.

This upgrade fits within the overall goal of Computer Support as it relates to browser based applications. It will also help resolve issues we have had with our kiosk check-in system.

I will be available to answer any questions about this request at the Township Board Meeting or work session. Support information is attached.



### **RecTrac Workgroup Multi-User Software**

Recreation Tracking Software VSI Quote Number: 60486 Please Review Notes on Last Page Software Pricing Is Valid For 120 Days Hardware Pricing Is Subject to Change

Description: <b>Prepared For</b> Contact Name Contact Email Approved By:	<ul> <li>Travis McDugald, IS Manager</li> <li>tmcdugald@ytown.org</li> </ul>		Number: umber: Date:	(734)544-3670 12/16/2016	
Qty Unit	Description	Unit Price	E	xtended Price	Annual Maint/Svs
5 Day(s) 1 Day(s) 6 Each 1 Each	Support Services - Training & Expenses Installation/Training, Municipal, On-Site/Day (X-S-TNG-01) Travel Time (X-S-TNG-09) Travel Expenses - per day (estimated) (X-X-EXP) Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$770.00 \$375.00 \$330.00 \$1,200.00		\$3,850.00 \$375.00 \$1,980.00 \$1,200.00	\$0.00 \$0.00 \$0.00 1 \$0.00
	Total Support Services - Training	& Expenses:		\$7,405.00	\$0.00
	Total Software, Hardware and Supp	oort Services		\$7;405.00	\$0.00
	Shipping is FOB - Origin	RecTrac:	(Plus Tax V	\$7,40 Where Applicable / Includes S	



### Proposal Summary Pricing VSI Quote Number: 60486

Please See Detail Breakdown on Following Pages

Description:RecTuPrepared For:YpsilaContact Name:TravisContact Email:tmcduApproved By:Sarah

RecTrac 3.1 Upgrade Migration Assistance Ypsilanti Township Recreation, Ypsilanti, Ml Travis McDugald, IS Manager tmcdugald@ytown.org Sarah Otoka, Sales Admin (saraho@vermontsystems.com)

Phone Number: Fax Number: Quote Date: (734)544-3670 12/16/2016

1 The included expenses are ESTIMATED for airfare, lodging, meals, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.



# RecTrac Workgroup Multi-User Software

Recreation Tracking Software VSI Quote Number: 60487 Please Review Notes on Last Page Software Pricing Is Valid For 120 Days Hardware Pricing Is Subject to Change

Description: Prepared Fo Contact Nam Contact Ema Approved By	e: Travis McDugald, IS Manager il: tmcdugald@ytown.org	Phone Numbe Fax Number: Quote Date:	r: (734)544-367( 12/16/2016	)
Qty Unit	Description	Unit Price	Extended Price	Annual <u>Maínt/Svs</u>
3 Hour(s)	Support Services - Training & Expenses Phone/Webex Setup or Training/Hr. (Min 15 Min/\$25) (X-S-TNP-01)	\$100.00	\$300.00	\$0.00 1
	Total Support Services - Training &	& Expenses:	\$300.00	\$0.00
	Total Software, Hardware and Supp	ort Services	\$300.00	\$0.00
	Snipping is FOB - Origin		S Fax Where Applicable / Include	300.00 es Shipping FOB - Origin)



# Proposal Summary Pricing VSI Quote Number: 60487

Please See Detail Breakdown on Following Pages

Description:RecTrac 3.1 Test UpgradePrepared For:Ypsilanti Township Recreation, Ypsilanti, MIContact Name:Travis McDugald, IS ManagerContact Email:tmcdugald@ytown.orgApproved By:Sarah Otoka, Sales Admin (saraho@vermontsystems.com)

Phone Number: Fax Number: Quote Date: (734)544-3670 12/16/2016

1 Time quoted is estimated. Actual time used will be billed.



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0065 Fax: (734) 484-5160 ytown.org

# **MEMORANDUM**

- TO: Charter Township of Ypsilanti Board of Trustees
- FROM: Karen Wallin, HR Department
- **DATE:** January 12, 2017
- **RE:** Request authorization to create an Assistant I.T. Manager position within the TEAMSTERS Bargaining Union with proposed salary and approval to waive external posting and to fill the position internally.

In 2015, the Township was fortunate to hire David Maynard as a full-time Help Desk Specialist within the I.T. Department. David has proven to be a great benefit to not only the I.T. Department but also the entire Township workforce.

David has continued to seek opportunities on his own gaining an additional six certifications furthering his IT skills and knowledge. With these additional certifications David's scope of duties have also increased as he has taken on additional responsibilities within the following areas:

- Managing the Township's mobile device fleet
- Research, evaluate, and develop internal systems promoting employee productivity and network security
- Work with vendors and contractors to assist in resolving more complex employee I.T. issues
- Maintaining existing systems

A Level 1 – Help Desk Specialist, does not generally handle the above responsibilities; however, David has willingly taken on these responsibilities while continuing to demonstrate a high level of professionalism and has exceeded expectations. His rapport with employees is outstanding and his willingness to assist; is recognized by all.

Common best practices within the I.T. field is to have a minimum of two employees within an organization who have the ability to maintain network infrastructure as well as understand the framework of the organizations processes. This practice also reduces potential risk of having just one employee holding all keys to the organization.

In addition to the current I.T. Manager position with a current salary of \$71,054, we are requesting authorization to create the position of Assistant I.T. Manager with a recommended salary of \$55,000/year and authorization to post and award the position internally. Discussions have occurred with the TEAMSTERS Bargaining Unit and they have agreed to waive external posting of the new position, allowing David the opportunity for promotion as he has demonstrated the necessary skills and abilities as noted above.

Your consideration in this matter is appreciated. Should you have any questions, please feel free to contact me.

# OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Karen Lovejoy Roe, Clerk

From: Mike Radzik, OCS Director

Re: Request to authorize legal action to abate public nuisances located at 1635 Wismer, 618 Bagley, 456 Hayes, 1715 Beverly, 2355 Wiard, 1711/1731 Cadillac and 1724 Woodale in the amount of \$35,000 budgeted in 101-950.000-801.023

Date: January 9, 2017

The Office of Community Standards is seeking authorization to proceed with legal action, if necessary, in Washtenaw County Circuit Court to abate public nuisances that exist at:

### 1635 Wismer

This vacant house in the Sugarbrook neighborhood was inspected on June 29, 2016 under an administrative search warrant resulting in condemnation and revocation of the certificate of occupancy. The owner, Nancy Sturgill, has reportedly not lived in the house for about three years and a vehicle with license plates that expired in 2013 was found in the driveway. YCUA informed us that water service was terminated on April 5, 2016 due to flooding in the front and rear yards. The house is heavily mold infested and has major sanitation violations. With no known responsible party to engage repairs, authorization is requested to abate through court.



7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393



### 618 Bagley

This vacant single family house was purchased out of tax foreclosure by Artur Starobiivsky of Ypsilanti in 2013 and was inspected under administrative search warrant in 2014. The overall poor condition of the structure required either demolition or repair, and the owner opted to repair it. Building permits were obtained in 2015 and subsequently extended several times, however the owner has failed to abate code violations to make the house habitable. OCS staff has monitored progress and initiated code enforcement to keep the exterior of the property blight-free. After more than three years' worth of no progress, authorization is requested to abate the nuisance.



### 456 Hayes

This vacant single family house came under code enforcement following a Sheriff's Foreclosure Sale on October 27, 2016. The purchaser, Peter Burgard of Ann Arbor, failed to respond to OCS requests to register the property pursuant to the vacant structure ordinance. OCS staff verified that water service was terminated on September 7, 2016, and was informed by the most recent occupant during an unrelated police search warrant that the house has been vacant since October. OCS staff found the house unsecure after someone apparently forced entry in December. The property has a myriad of code violations and blight both inside and out.



### 1715 Beverly

This property located in an industrial district has a small house and a large garage building. Its owner, Roy Parmalee of Inkster, resides in an assisted care facility. The house was ordered vacated of extended family members in 2014 under an emergency restraining order due to life threatening code violations. The house remains vacant today and was last inspected in 2016 under an administrative search warrant. The 3,250 sq. ft. garage is currently occupied by third party Mohammad Monzar Karaien as an automobile repair business in violation of local and state law. The business operator has no township business license to store vehicles, no state auto repair license, and was recently investigated by the Michigan State Police for fraud. Automobiles in varying states of disrepair are stored on the property, as well as next door at 1725 Beverly, which is also owned by Mr. Parmalee and is currently the subject of circuit court litigation. Authorization is requested to seek nuisance abatement in circuit court.



### 2355 Wiard Court

This automobile salvage yard formerly known as G&D Auto Salvage is located at the dead end of Parkwood Ave east of the Airport Industrial complex along the US-12 Bypass. The property owner, Lester Davis, passed away several years ago and the business was being operated by a family member, Alvin Martindale, for the past several years. Unfortunately, the state automotive licenses expired and were not renewed. In addition, the township business license could not be renewed for a variety of reasons and the business was ordered to shut down late last year. A second business known as Discount Towing that had leased storage space inside the facility was also displaced. At this time, the business remains closed with an undetermined number of junk vehicles remaining on the premises in violation of state law and local zoning code. The property owner's estate has also failed to register the vacant buildings on site for code inspection. Authorization is requested to abate this public nuisance.



#### 1711/1731 Cadillac & 1724 Woodale

These properties are located in close proximity to each other and are operated by the same person as automobile salvage yards known as B&G Auto Salvage, LLC. OCS staff has been unable to renew township business licenses for either location due to a variety of reasons.

A separate corporation known as RT's Automotive, Inc. owns the three parcels of land located at 1711/1731 Cadillac. Private individuals, George and Sharon Singleton, own the parcel of land located at 1724 Woodale. The property taxes for all four parcels of land are delinquent.

The business owner, Russell Singleton, changed corporate ownership of the businesses, which will now require new township business licenses issued. In addition, the business located at 1724 Woodale does not have an automobile dealer's license from the State of Michigan.

OCS staff met with Mr. Singleton in August 2016 to discuss the situation prior to taking enforcement action that would effectively shut down the businesses. Mr. Singleton requested time to bring the businesses into compliance with state and local requirements. OCS staff agreed to extend the expired business licenses through the end of 2016 pending resolution of all issues. That time has expired and the businesses continue to operate in violation of code. Authorization is requested to resolve the situation.



# **OTHER BUSINESS**