

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.

June 20, 2017

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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

DEPARTMENTAL REPORTS

14-B District Court

Revenue Report for May 2017

General Account

Account Number
Due to Washtenaw County
(101-000-000-214.222) **\$3,036.39**

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171): \$13,230.00
State Court Fund (MCL 600.8371): \$1,360.00
Justice System Fund (MCL 600.181): \$30,924.67
Juror Compensation Reimbursement Fund:
 Civil Jury Demand Fee (MCL 600.8371): \$0.00
 Drivers License Clearance Fees (MCL 257.321a): \$1,830.00
Crime Victims Rights Fund (MCL 780.905): \$7,423.16
Judgment Fee (Dept. of Natural Resources): \$10.00
E-File Fee (228.56): \$3,965.00
Due to Secretary of State
(101-000-000-206.136) \$1,830.00

Total: **\$60,572.83**

Due to Ypsilanti Township

Court Costs (101-000-000-602.136): \$43,475.46
Civil Fees (101-000-000-603.136): \$13,230.00
Probation Fees (101-000-000-604.000): \$8,935.03
Ordinance Fines (101-000-000-605.001): \$79,207.73
Bond Forfeitures (101-000-000-605.003): \$3,885.00
Interest Earned (101-000-000-605.004): \$0.00
State Aid-Caseflow Assistance (101-000-602.544): \$15,154.83
Expense Write-Off: \$0.00
Bank Charges (Expense - 101.136.000.957.000): (\$942.18)

Total: **\$162,945.87**

Total to General Account - (101.000.000.004.136): \$226,555.09

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow: \$5,525.00
Garnishment Proceeds: \$0.00
Bonds: \$15,096.25
Restitution: \$4,578.25

Total to Escrow Account - (101.000.000.205.136): \$25,199.50

		Year to Date	
	Prior Year Comparison		
Month	Revenue	Revenue	
	2016	2017	
January	\$121,678.02	\$ 120,611.62	
February	\$175,343.69	\$ 155,669.56	
March	\$154,916.76	\$ 182,041.34	
April	\$133,933.35	\$ 148,443.25	
May	\$136,097.41	\$ 162,945.87	
June	\$138,669.47		
July	\$131,882.07		
August	\$156,356.14		
September	\$155,340.95		
October	\$148,098.94		
November	\$134,130.41		
December	\$106,942.52		
Grant:	\$ 82,500.00	\$ 117,000.00	
Standardization			
Payment:	\$ 45,724.00	\$ 45,724.00	
Year-to Date			
Totals:	\$ 1,821,613.73	\$ 932,435.64	
Expenditure			
Budget:	\$ 1,443,321.00	\$ 1,486,200.32	
Difference:	\$ 378,292.73	\$ (553,764.68)	

14-B District Court

Monthly Disbursements

May 2017

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.

May 2017 Disbursements:

Washtenaw County:	\$ 3,036.39
State of Michigan:	\$ 60,572.83
Ypsilanti Township Treasurer:	\$162,945.87

TOTAL: \$226,555.09



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Mike Marocco, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Marlene Radzik, WCSO Police Services Commander
Date: June 5, 2017
Re: May 2017 Police Services Monthly Report

In May of 2017, there were 4061 calls for service in Ypsilanti Township, which is a 5.66% decrease in calls for service as compared to May of 2016. This reduction brings us to a 2.07% reduction in Calls For Service Year to Date.

OPERATIONS

During May of 2017, Patrol Operations has been efficient in handling calls for service, traffic enforcement and community engagement duties in pursuit of our total policy philosophy. We will continue to focus on root cause issues and build on the program we initiated in 2016 to continue the positive trends in reference to juvenile issues, burglaries and larcenies. The traffic unit continues to be an excellent initiative and currently is shouldering a significant portion of the traffic related incidents, crashes and enforcement. This is allowing Patrol additional time to work on case management, investigations and proactive policing. Please feel free to call me directly with questions, comments or concerns.

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. The overall reductions in runaway's, burglaries and juvenile mischief complaints is directly related to the Sheriff's Office engagement of our juvenile population and their family structures. When school ends in June, School Resource Officers Guynes and Harvey will be assigned to Ypsilanti Township in order to bring additional resources into the Township during our busy season. A curfew enforcement sweep will be held this month on 6/16 dependent on weather. In conjunction with those sweeps, an extensive information campaign involving schools, social media and Ypsilanti Township Neighborhood Watch ensuring that the community knows what the expectation is in regards to curfew.

COMMUNITY ACTION TEAM

During the month of May, the Sheriff's Office executed several narcotics related search warrants within Ypsilanti Township which resulted in seizures of narcotics, firearms and currency. Our collaboration with the Michigan Department of Correction in reference to parole compliance continues to pay dividends. Fast reaction to tips regarding parolee misconduct as well as regular home visits are expected by the parolees that are living in Ypsilanti Township and surrounding areas. We also are working with the Ypsilanti Township Office of Community Standards in

reference to two significant nuisance abatement cases that will have a significant impact within the community.

AMERICAN CENTER FOR MOBILITY GROUNDS

Deputies have aggressively patrolled the ACM grounds and made contact with several motorcycle groups which were previously using the area for stunting and racing. We will continue being diligent in patrols of the area. I have been in contact with ACM leadership as appropriate.

PERSONNEL CHANGES

The following personnel are scheduled to retire this month:

D/Lt Jim Anuszkiewicz

Lt Mike Trester

Sgt Dave Egeler

ACO Laurie McDowell

Chad Teets and Keith Flores have each been promoted to Lieutenant to fill the appropriate vacancies. There will be additional promotions and assignment changes in the near future.

CLR-008 Monthly Summary Of Offenses (WD)

City: Ypsilanti Twp-YPT



Month:	May
Year:	2017
Print Option:	Print Both Monthly and YTD
Include Unfounded:	No
Report Offenses:	Include All (1,2,3,4)
Attempted/Completed/NA:	Includes Attempted, Completed
City:	Ypsilanti Twp-YPT

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of May

Classification	May/2016	May/2017	%Change
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%
10001 KIDNAPPING/ABDUCTION	0	0	0%
10002 PARENTAL KIDNAPPING	0	0	0%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	1	3	200%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	0	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	2	1	-50%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	2	100%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	0	-100%
12000 ROBBERY	6	4	-33.3%
13001 NONAGGRAVATED ASSAULT	40	45	12.5%
13002 AGGRAVATED/FELONIOUS ASSAULT	32	27	-15.6%
13003 INTIMIDATION/STALKING	7	3	-57.1%
20000 ARSON	1	0	-100%
22001 BURGLARY -FORCED ENTRY	12	16	33.33%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	5	3	-40%
23001 LARCENY -POCKETPICKING	0	0	0%
23003 LARCENY -THEFT FROM BUILDING	6	16	166.6%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	9	36	300%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	2	4	100%
23007 LARCENY -OTHER	6	9	50%
24001 MOTOR VEHICLE THEFT	12	8	-33.3%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	0	0	0%
24003 MOTOR VEHICLE FRAUD	0	0	0%
25000 FORGERY/COUNTERFEITING	3	1	-66.6%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	9	8	-11.1%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	5	8	60%
26003 FRAUD -IMPERSONATION	1	0	-100%
26005 FRAUD -WIRE FRAUD	0	0	0%
26007 FRAUD - IDENTITY THEFT	7	9	28.57%
26008 FRAUD - HACKING/COMPUTER INVASION	0	1	0%
27000 EMBEZZLEMENT	0	1	0%
28000 STOLEN PROPERTY	1	2	100%
29000 DAMAGE TO PROPERTY	37	30	-18.9%
30001 RETAIL FRAUD -MISREPRESENTATION	0	1	0%
30002 RETAIL FRAUD -THEFT	24	9	-62.5%
30003 RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	17	13	-23.5%
35002 NARCOTIC EQUIPMENT VIOLATIONS	6	7	16.66%
37000 OBSCENITY	0	0	0%
40001 COMMERCIALIZED SEX -PROSTITUTION	0	0	0%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of May

Classification	May/2016	May/2017	%Change
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	0	0%
52001 WEAPONS OFFENSE- CONCEALED	5	8	60%
52003 WEAPONS OFFENSE -OTHER	2	3	50%
Group A Totals	261	278	6.513%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	1	0	-100%
26006 FRAUD -BAD CHECKS	1	2	100%
36004 SEX OFFENSE -OTHER	0	0	0%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	2	5	150%
38003 FAMILY -OTHER	0	3	0%
41002 LIQUOR VIOLATIONS -OTHER	6	2	-66.6%
48000 OBSTRUCTING POLICE	9	9	0%
49000 ESCAPE/FLIGHT	0	0	0%
50000 OBSTRUCTING JUSTICE	14	11	-21.4%
53001 DISORDERLY CONDUCT	0	2	0%
53002 PUBLIC PEACE -OTHER	2	1	-50%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	3	5	66.66%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	24	23	-4.16%
55000 HEALTH AND SAFETY	2	4	100%
57001 TRESPASS	1	0	-100%
57002 INVASION OF PRIVACY -OTHER	0	0	0%
58000 SMUGGLING	1	0	-100%
59000 ELECTION LAWS	0	0	0%
61000 TAX/REVENUE	0	0	0%
62000 CONSERVATION	0	0	0%
63000 VAGRANCY	0	1	0%
70000 JUVENILE RUNAWAY	7	12	71.42%
73000 MISCELLANEOUS CRIMINAL OFFENSE	5	1	-80%
77000 CONSPIRACY (ALL CRIMES)	0	0	0%
Group B Totals	78	81	3.846%
2800 JUVENILE OFFENSES AND COMPLAINTS	64	59	-7.81%
2900 TRAFFIC OFFENSES	29	28	-3.44%
3000 WARRANTS	64	52	-18.7%
3100 TRAFFIC CRASHES	105	103	-1.90%
3200 SICK / INJURY COMPLAINT	106	146	37.73%
3300 MISCELLANEOUS COMPLAINTS	895	695	-22.3%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	3	0	-100%
3500 NON-CRIMINAL COMPLAINTS	1072	1121	4.570%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	1083	1013	-6.46%
3800 ANIMAL COMPLAINTS	94	98	4.255%
3900 ALARMS	188	164	-12.7%
Group C Totals	3703	3479	-6.04%
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	-100%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of May

Classification	May/2016	May/2017	%Change
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	1	0%
4200 PARKING CITATIONS	3	4	33.33%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	0	1	0%
4500 MISCELLANEOUS A THROUGH UUUU	17	3	-82.3%
Group D Totals	21	9	-57.1%
5000 FIRE CLASSIFICATIONS	1	0	-100%
5100 18A STATE CODE FIRE CLASSIFICATIONS	3	0	-100%
Group E Totals	4	0	-100%
6000 MISCELLANEOUS ACTIVITIES (6000)	43	35	-18.6%
6100 MISCELLANEOUS ACTIVITIES (6100)	145	134	-7.58%
6300 CANINE ACTIVITIES	5	5	0%
6500 CRIME PREVENTION ACTIVITIES	39	30	-23.0%
6600 COURT / WARRANT ACTIVITIES	0	1	0%
6700 INVESTIGATIVE ACTIVITIES	6	9	50%
Group F Totals	238	214	-10.0%
City : Ypsilanti Twp Totals	4305	4061	-5.66%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through May

Classification	2016	2017	%Change
Group F Totals	0	0	0%
09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	1	2	100%
10001 KIDNAPPING/ABDUCTION	1	2	100%
10002 PARENTAL KIDNAPPING	1	0	-100%
11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	10	16	60%
11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	3	3	0%
11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	4	3	-25%
11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	2	1	-50%
11005 SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	1	0%
11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	3	4	33.33%
11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	4	8	100%
12000 ROBBERY	22	21	-4.54%
13001 NONAGGRAVATED ASSAULT	181	228	25.96%
13002 AGGRAVATED/FELONIOUS ASSAULT	111	91	-18.0%
13003 INTIMIDATION/STALKING	23	21	-8.69%
20000 ARSON	7	1	-85.7%
22001 BURGLARY -FORCED ENTRY	77	61	-20.7%
22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	24	15	-37.5%
23001 LARCENY -POCKETPICKING	0	1	0%
23003 LARCENY -THEFT FROM BUILDING	62	71	14.51%
23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	2	0	-100%
23005 LARCENY -THEFT FROM MOTOR VEHICLE	86	84	-2.32%
23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	5	20	300%
23007 LARCENY -OTHER	32	35	9.375%
24001 MOTOR VEHICLE THEFT	59	50	-15.2%
24002 MOTOR VEHICLE, AS STOLEN PROPERTY	8	5	-37.5%
24003 MOTOR VEHICLE FRAUD	0	1	0%
25000 FORGERY/COUNTERFEITING	14	8	-42.8%
26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	45	42	-6.66%
26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	40	38	-5%
26003 FRAUD -IMPERSONATION	1	0	-100%
26005 FRAUD -WIRE FRAUD	2	3	50%
26007 FRAUD - IDENTITY THEFT	40	44	10%
26008 FRAUD - HACKING/COMPUTER INVASION	1	1	0%
27000 EMBEZZLEMENT	17	5	-70.5%
28000 STOLEN PROPERTY	8	7	-12.5%
29000 DAMAGE TO PROPERTY	157	134	-14.6%
30001 RETAIL FRAUD -MISREPRESENTATION	0	3	0%
30002 RETAIL FRAUD -THEFT	74	47	-36.4%
30003 RETAIL FRAUD -REFUND/EXCHANGE	1	1	0%
35001 VIOLATION OF CONTROLLED SUBSTANCE ACT	89	80	-10.1%
35002 NARCOTIC EQUIPMENT VIOLATIONS	37	39	5.405%
37000 OBSCENITY	2	3	50%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through May

Classification	2016	2017	%Change
40001 COMMERCIALIZED SEX -PROSTITUTION	1	0	-100%
40002 COMMERCIALIZED SEX -ASSISTING/PROMOTING PROSTITUTION	0	1	0%
52001 WEAPONS OFFENSE- CONCEALED	20	20	0%
52003 WEAPONS OFFENSE -OTHER	7	6	-14.2%
Group A Totals	1284	1227	-4.43%
22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT)	10	7	-30%
26006 FRAUD -BAD CHECKS	5	7	40%
36004 SEX OFFENSE -OTHER	4	0	-100%
38001 FAMILY -ABUSE/NEGLECT NONVIOLENT	18	24	33.33%
38003 FAMILY -OTHER	0	4	0%
41002 LIQUOR VIOLATIONS -OTHER	18	10	-44.4%
48000 OBSTRUCTING POLICE	37	43	16.21%
49000 ESCAPE/FLIGHT	1	4	300%
50000 OBSTRUCTING JUSTICE	75	59	-21.3%
53001 DISORDERLY CONDUCT	14	18	28.57%
53002 PUBLIC PEACE -OTHER	4	3	-25%
54001 HIT and RUN MOTOR VEHICLE ACCIDENT	17	18	5.882%
54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	118	105	-11.0%
55000 HEALTH AND SAFETY	7	15	114.2%
57001 TRESPASS	3	0	-100%
57002 INVASION OF PRIVACY -OTHER	0	1	0%
58000 SMUGGLING	3	0	-100%
59000 ELECTION LAWS	0	1	0%
61000 TAX/REVENUE	1	0	-100%
62000 CONSERVATION	1	1	0%
63000 VAGRANCY	2	2	0%
70000 JUVENILE RUNAWAY	44	36	-18.1%
73000 MISCELLANEOUS CRIMINAL OFFENSE	10	6	-40%
77000 CONSPIRACY (ALL CRIMES)	0	1	0%
Group B Totals	392	365	-6.88%
2800 JUVENILE OFFENSES AND COMPLAINTS	228	183	-19.7%
2900 TRAFFIC OFFENSES	117	147	25.64%
3000 WARRANTS	305	263	-13.7%
3100 TRAFFIC CRASHES	515	544	5.631%
3200 SICK / INJURY COMPLAINT	504	594	17.85%
3300 MISCELLANEOUS COMPLAINTS	3592	3273	-8.88%
3400 WATERCRAFT COMPLAINTS / ACCIDENTS	7	4	-42.8%
3500 NON-CRIMINAL COMPLAINTS	5135	5608	9.211%
3700 MISCELLANEOUS TRAFFIC COMPLAINTS	5006	4405	-12.0%
3800 ANIMAL COMPLAINTS	338	334	-1.18%
3900 ALARMS	841	879	4.518%
Group C Totals	16588	16234	-2.13%

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through May

Classification	2016	2017	%Change
4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS	9	2	-77.7%
4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	3	1	-66.6%
4200 PARKING CITATIONS	17	8	-52.9%
4300 LICENSE / TITLE / REGISTRATION CITATIONS	5	4	-20%
4500 MISCELLANEOUS A THROUGH UUUU	54	15	-72.2%
Group D Totals	88	30	-65.9%
5000 FIRE CLASSIFICATIONS	2	2	0%
5100 18A STATE CODE FIRE CLASSIFICATIONS	7	0	-100%
Group E Totals	9	2	-77.7%
6000 MISCELLANEOUS ACTIVITIES (6000)	146	172	17.80%
6100 MISCELLANEOUS ACTIVITIES (6100)	499	592	18.63%
6300 CANINE ACTIVITIES	37	39	5.405%
6500 CRIME PREVENTION ACTIVITIES	144	119	-17.3%
6600 COURT / WARRANT ACTIVITIES	10	4	-60%
6700 INVESTIGATIVE ACTIVITIES	30	44	46.66%
Group F Totals	866	970	12.00%
City : Ypsilanti Twp Totals	19227	18828	-2.07%

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

APRIL 2017

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	19 Fire Fighters
1 Clerk III/Staff Support	3 Shift Lieutenants	1 Probationary Fire Fighter

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 397 requests for assistance. Of those requests, 263 were medical emergency service calls, with the remaining 134 incidents classified as non-medical and/or fire related.

Department activities for the month of April, 2017:

- 1) The Public Education Department participated in the following events:
 - a) Hosted W4 County Radio Station 'Fire House Friday'
 - b) Toured AGC Building
 - c) Smoke Alarms: 546 Terrace Lane (4)
 - d) Car Seat fittings for U of M Buckle Up program

- 2) Fire fighters attended 8 neighborhood watch meetings

- 3) Fire fighters received training in the following areas:
 - a) Washtenaw County Tech Rescue Team
 - b) Washtenaw County HazMat
 - c) Swift Water Rescue

The Fire Chief attended these meetings / events for the month of April, 2017:

- 1) WAMAA meeting
- 2) Civil Service meeting
- 3) HazMat Authority Board meeting
- 4) US Fire Safety / Fire Pup meeting
- 5) Obtained & Implimented New Rescue CPR Pumps
- 6) Metro Detroit Fire Inspectors meeting
- 7) Site Inspections: 3 (Nara Hookah Lounge, ACM, Hampton Inn)
- 8) Wet Suppression Test for 1635 Holmes
- 9) Fire Inspection Follow Up for Victor Street
- 10) Negotiation Prep meeting
- 11) Washtenaw 100 Reception
- 12) Washtenaw County Medical Control Board Q & I
- 13) Fire Inspector Training with Township Building Official
- 14) PreLim Site Review for Next Generation on Martz
- 15) Knox Box Inspections: 2 (AGC & Dialysis Center)
- 16) Sprinkler Inspection & Test for Medical Building on W. Clark
- 17) Burn Permits issued: 2
- 18) Addressing for Property on N Huron River Drive
- 19) FDIC Conference in Indianapolis, IN
- 20) Officer Meeting
- 21) SE Michigan Fire Chiefs meeting

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 **\$91,000.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 04/06/2017	9942 Geraldine #186	\$ 16,000.00 (building)
2) 04/09/2017	33 Normal	\$ 0.00 (Mutual Aid – City of Ypsilanti)
3) 04/09/2017	1131 Hawthorne	\$ 0.00 (special outside fire)
4) 04/11/2017	7150 S Huron River Dr	\$ 7,000.00 (vehicle)
5) 04/12/2017	229 Oaklawn	\$ 0.00 (cooking)
6) 04/13/2017	214 S Hewitt	\$ 20,000.00 (building)
7) 04/13/2017	1788 Victor	\$ 15,000.00 (building)
8) 04/15/2017	5290 Ellis	\$ 8,000.00 (building)
9) 04/15/2017	180 N Rosewood	\$ 18,000.00 (building)
10) 04/15/2017	N I94 Service Drive	\$ 7,000.00 (vehicle)
11) 04/18/2017	2257 George	\$ 0.00 (brush)
12) 04/18/2017	2599 Bridge	\$ 0.00 (fire / other - campfire)
13) 04/23/2017	3110 S Grove	\$ 0.00 (brush)
14) 04/26/2017	1431 Jeff	\$ 0.00 (outside rubbish)
15) 04/28/2017	1524 Andrea	\$ 0.00 (outside rubbish)

Respectfully submitted,

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

Attachment: Fire House Incident Type Report (Summary) 04/01/2017 – 04/30/2017

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {04/01/17} And {04/30/17}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	0.25%	\$0	0.00%
111 Building fire	6	1.51%	\$77,000	84.61%
113 Cooking fire, confined to container	1	0.25%	\$0	0.00%
131 Passenger vehicle fire	2	0.50%	\$14,000	15.38%
142 Brush or brush-and-grass mixture fire	2	0.50%	\$0	0.00%
150 Outside rubbish fire, Other	1	0.25%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.25%	\$0	0.00%
160 Special outside fire, Other	1	0.25%	\$0	0.00%
	15	3.78%	\$91,000	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
251 Excessive heat, scorch burns with no ignition	2	0.50%	\$0	0.00%
	2	0.50%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	28	7.05%	\$0	0.00%
311 Medical assist, assist EMS crew	9	2.27%	\$0	0.00%
320 Emergency medical service, other	11	2.77%	\$0	0.00%
321 EMS call, excluding vehicle accident with injury	92	48.36%	\$0	0.00%
322 Motor vehicle accident with injuries	10	2.52%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.25%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	6	1.51%	\$0	0.00%
350 Extrication, rescue, Other	1	0.25%	\$0	0.00%
352 Extrication of victim(s) from vehicle	2	0.50%	\$0	0.00%
353 Removal of victim(s) from stalled elevator	3	0.76%	\$0	0.00%
	263	66.25%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	2	0.50%	\$0	0.00%
410 Combustible/flammable gas/liquid condition, other	1	0.25%	\$0	0.00%
411 Gasoline or other flammable liquid spill	1	0.25%	\$0	0.00%
420 Toxic condition, Other	1	0.25%	\$0	0.00%
424 Carbon monoxide incident	5	1.26%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	7	1.76%	\$0	0.00%
444 Power line down	3	0.76%	\$0	0.00%
445 Arcing, shorted electrical equipment	3	0.76%	\$0	0.00%
	23	5.79%	\$0	0.00%

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {04/01/17} And {04/30/17}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
500 Service Call, other	2	0.50%	\$0	0.00%
510 Person in distress, Other	2	0.50%	\$0	0.00%
511 Lock-out	2	0.50%	\$0	0.00%
5111 Lock-in	1	0.25%	\$0	0.00%
531 Smoke or odor removal	5	1.26%	\$0	0.00%
5501 Neighborhood Watch	4	1.01%	\$0	0.00%
553 Public service	2	0.50%	\$0	0.00%
561 Unauthorized burning	2	0.50%	\$0	0.00%
	20	5.04%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	3	0.76%	\$0	0.00%
611 Dispatched & cancelled en route	15	3.78%	\$0	0.00%
6111 Canceled on Arrival	32	8.06%	\$0	0.00%
622 No Incident found on arrival at dispatch address	1	0.25%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.25%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	0.25%	\$0	0.00%
	53	13.35%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	14	3.53%	\$0	0.00%
730 System malfunction, Other	1	0.25%	\$0	0.00%
735 Alarm system sounded due to malfunction	2	0.50%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.25%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	2	0.50%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	1	0.25%	\$0	0.00%
	21	5.29%	\$0	0.00%

Total Incident Count: 397

Total Est Loss:

\$91,000

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

MAY 2017

Fire Department staffing levels are as follows:

1 Fire Chief	3 Shift Captains	19 Fire Fighters
1 Clerk III/Staff Support	3 Shift Lieutenants	1 Probationary Fire Fighter

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 389 requests for assistance. Of those requests, 257 were medical emergency service calls, with the remaining 132 incidents classified as non-medical and/or fire related.

Department activities for the month of May, 2017:

- 1) The Public Education Department participated in the following events:
 - a) Hosted Election for Ypsilanti Community Schools millage
 - b) Touch-A-Truck event at Ypsilanti High School
 - c) Smoke Alarms: 99 Ohio (2)
 - d) Car Seat fittings for U of M Buckle Up program

- 2) Fire fighters attended 9 neighborhood watch meetings

- 3) Fire fighters received training in the following areas:
 - a) Washtenaw County Tech Rescue Team
 - b) Bailout training with Ypsilanti City & Superior Township Fire Departments

The Fire Chief attended these meetings / events for the month of May, 2017:

- 1) WAMAA meeting
- 2) Hosted School Millage Election
- 3) 2 Negotiation Prep meetings
- 4) Officers meeting
- 5) Addressing: 2925 E Michigan
- 6) Pre-Application meeting: Best Western Hotel
- 7) Hydro Stat testing at Clark East Tower
- 8) SE Michigan Fire Chiefs meeting
- 9) Site Plan Review: Next Generation
- 10) 2 Burning Complaint meetings for Desoto / Nash area
- 11) Pittsfield Township Automatic Aid meeting
- 12) Junkyard Inspections: 9
- 13) WAMAA Special Project meeting
- 14) Fire Dispatch meeting
- 15) Site Plan Review: ACM
- 16) 800 Pager meeting
- 17) Fire Suppression Test: Dialysis Center
- 18) Temporary Assignment of Staff to Fire Marshal Position
- 19) Consultation meeting for Upcoming Fire Marshal Testing
- 20) Loaned Engine 14-2 to the City of Ypsilanti Fire Department
- 21) Inspection of Hazardous Waste at Circle K on Prospect
- 22) Meeting with Township Resident regarding Home Sprinkler System
- 23) Hosted Retirement Gathering for FF Baughey
- 24) West Willow Neighborhood Watch meeting
- 25) See the Vision / Be the Vision Photo Shoot at Washtenaw Community College
- 26) EMS Regional Grant

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

There was 1 injury and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$4,000.00**. All occurred at the following locations:

DATE OF LOSS	ADDRESS	ESTIMATED LOSS
1) 05/02/2017	1866 Ashley Court	\$ 0.00 (Mutual Aid – Superior Township)
2) 05/07/2017	EB I-94	\$ 3,000.00 (vechicle)
3) 05/15/2017	773 E Clark	\$ 0.00 (Mutual Aid – City of Ypsilanti)
4) 05/15/2017	1112 Zephyr	\$ 500.00 (cooking)
5) 05/16/2017	1334 Holmes	\$ 0.00 (chimney)
6) 05/17/2017	1076 Ecorse	\$ 0.00 (special outside – wood chips)
7) 05/17/2017	3100 Washtenaw	\$ 0.00 (natural vegetation)
8) 05/18/2017	6988 McKean #288	\$ 0.00 (natural vegetation)
9) 05/18/2017	St Joe’s Cancer Care Center	\$ 0.00 (Mutual Aid – Superior Township)
10) 05/27/2017	Tyler @ Desoto	\$ 0.00 (outside rubbish)
11) 05/28/2017	728 Desoto	\$ 500.00 (special outside - deck)
12) 05/29/2017	1019 E Michigan	\$ 0.00 (brush)
13) 05/29/2017	100 S Ford Blvd	\$ 0.00 (outside rubbish)

Respectfully submitted,

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

Attachment: Fire House Incident Type Report (Summary) 05/01/2017 – 05/31/2017

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {05/01/17} And {05/31/17}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	0.26%	\$0	0.00%
113 Cooking fire, confined to container	2	0.51%	\$500	12.50%
114 Chimney or flue fire, confined to chimney or flue	1	0.26%	\$0	0.00%
131 Passenger vehicle fire	1	0.26%	\$3,000	75.00%
140 Natural vegetation fire, Other	3	0.77%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	0.26%	\$0	0.00%
150 Outside rubbish fire, Other	1	0.26%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.26%	\$0	0.00%
160 Special outside fire, Other	2	0.51%	\$500	12.50%
	13	3.34%	\$4,000	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
251 Excessive heat, scorch burns with no ignition	2	0.51%	\$0	0.00%
	2	0.51%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	21	5.40%	\$0	0.00%
311 Medical assist, assist EMS crew	17	4.37%	\$0	0.00%
320 Emergency medical service, other	6	1.54%	\$0	0.00%
321 EMS call, excluding vehicle accident with injuries	87	48.07%	\$0	0.00%
322 Motor vehicle accident with injuries	8	2.06%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.26%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	14	3.60%	\$0	0.00%
352 Extrication of victim(s) from vehicle	3	0.77%	\$0	0.00%
	257	66.07%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.26%	\$0	0.00%
412 Gas leak (natural gas or LPG)	2	0.51%	\$0	0.00%
424 Carbon monoxide incident	1	0.26%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	3	0.77%	\$0	0.00%
444 Power line down	3	0.77%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	0.51%	\$0	0.00%
480 Attempted burning, illegal action, Other	1	0.26%	\$0	0.00%
	13	3.34%	\$0	0.00%
5 Service Call				
522 Water or steam leak	1	0.26%	\$0	0.00%

Ypsilanti Township Fire Department

Incident Type Report (Summary)

Alarm Date Between {05/01/17} And {05/31/17}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
531 Smoke or odor removal	10	2.57%	\$0	0.00%
542 Animal rescue	1	0.26%	\$0	0.00%
550 Public service assistance, Other	1	0.26%	\$0	0.00%
5501 Neighborhood Watch	7	1.80%	\$0	0.00%
551 Assist police or other governmental agency	2	0.51%	\$0	0.00%
553 Public service	3	0.77%	\$0	0.00%
554 Assist invalid	1	0.26%	\$0	0.00%
561 Unauthorized burning	4	1.03%	\$0	0.00%
	30	7.71%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.26%	\$0	0.00%
611 Dispatched & cancelled en route	16	4.11%	\$0	0.00%
6111 Canceled on Arrival	26	6.68%	\$0	0.00%
622 No Incident found on arrival at dispatch address	3	0.77%	\$0	0.00%
632 Prescribed fire	1	0.26%	\$0	0.00%
653 Smoke from barbecue, tar kettle	1	0.26%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	0.26%	\$0	0.00%
	49	12.60%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	6	1.54%	\$0	0.00%
715 Local alarm system, malicious false alarm	1	0.26%	\$0	0.00%
733 Smoke detector activation due to malfunction	5	1.29%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.26%	\$0	0.00%
736 CO detector activation due to malfunction	3	0.77%	\$0	0.00%
743 Smoke detector activation, no fire - unintentional	1	0.26%	\$0	0.00%
744 Detector activation, no fire - unintentional	1	0.26%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	4	1.03%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.26%	\$0	0.00%
	25	6.43%	\$0	0.00%

Total Incident Count: 389

Total Est Loss:

\$4,000



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, JUNE 20, 2017

5:00PM

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

- 1. AGENDA REVIEW SUPERVISOR STUMBO
- 2. OTHER DISCUSSION BOARD MEMBERS

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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JIMMIE WILSON, JR.

REGULAR MEETING AGENDA

TUESDAY, JUNE 20, 2017

7:00 P.M.

Revision #2 6-20-17

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. 7:00PM – RESOLUTION 2017-16, AMENDMENT TO LAKEVIEW STREETLIGHT DISTRICT #207
(PUBLIC HEARING SET AT THE MAY 16, 2017 REGULAR MEETING)
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE MAY 16, 2017 WORK SESSION, REGULAR MEETING AND EXECUTIVE SESSION
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR JUNE 6, 2017 IN THE AMOUNT OF \$755,199.16
 2. STATEMENTS AND CHECKS FOR JUNE 20, 2017 IN THE AMOUNT OF \$489,009.28
 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR MAY 2017 IN THE AMOUNT OF \$43,830.87
 4. CHOICE HEALTH CARE ADMIN FEE FOR APRIL 2017 IN THE AMOUNT OF \$1,207.50
 - C. MAY 2017 TREASURER'S REPORT
6. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #9
2. REQUEST APPROVAL OF THE FIRST AMENDMENT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN WILLOW RUN ARSENAL OF DEMOCRACY LANDHOLDINGS LIMITED PARTNERSHIP (WRAD), AMERICAN CENTER FOR MOBILITY (ACM), AND THE CHARTER TOWNSHIP OF YPSILANTI TO EXTEND THE RIGHT OF FIRST REFUSAL TO ACQUIRE 22 ACRES OF PROPERTY OWNED BY THE TOWNSHIP LOCATED ADJACENT TO TYLER POND

3. REQUEST TO AMEND THE COOPERATIVE AGREEMENT BETWEEN WASHTENAW URBAN COUNTY AND YPSILANTI TOWNSHIP
4. RESOLUTION 2017-13, AUTHORIZING THE STATE OF MICHIGAN, MICHIGAN DEPARTMENT OF STATE, CHARTER TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, HELP AMERICA VOTE ACT (HAVA) GRANT APPLICATION AND AGREEMENT, INCLUDING SCHEDULE B LICENSING AGREEMENT, FOR VOTING SYSTEM HARDWARE, FIRMWARE AND SOFTWARE. RE MASTER CONTRACT 071B7700128 – HART INTERCIVIC, INC.
5. REQUEST AUTHORIZATION FOR THE PURCHASE OF ADDITIONAL ELECTION EQUIPMENT INCLUDING FIVE (5) ADDITIONAL TABULATORS, BATTERIES, BATTERY CHARGERS, AND MEMORY CARDS IN THE AMOUNT OF \$26,620.00 BUDGETED IN LINE ITEM #101-215-000-977-000, TRAINING FOR CLERKS OFFICE STAFF IN THE AMOUNT OF \$2,500.00 BUDGETED IN LINE ITEM #101-215-000-801-000 AND TRAINING FOR ELECTION WORKERS IN THE AMOUNT OF \$4,000.00 BUDGETED IN LINE ITEM #101-215-000-704-000 AND FIVE YEARS OF MAINTENANCE COSTS FOR YEARS 6-10 OF THE CONTRACT IN THE AMOUNT OF \$75,456.00 TO BE PAID APPROXIMATELY JULY 2021 IN ORDER TO RECEIVE A TEN PERCENT DISCOUNT AND AUTHORIZATION FOR HART TO REMOVE AND SALVAGE OLD EQUIPMENT AS NEGOTIATED BY THE STATE OF MICHIGAN
6. RESOLUTION 2017-14, PURCHASE TAX FORECLOSED PROPERTIES LOCATED AT 1636 BAILEY ST., 1212 E. CLARK RD, AND 679 CALDER AVE. IN THE AMOUNT OF \$43,721.00 BUDGETED IN LINE ITEM 101-950-000-969-011 ALL FROM THE 2017 WASHTENAW COUNTY TREASURER LIST OF TAX FORECLOSED PROPERTIES UNDER THE RIGHT OF FIRST REFUSAL
7. RESOLUTION 2017-15, ABANDONED TAX DELINQUENT PROPERTY
8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1659 WISMER ST., 100 N. CLUBVIEW, 881 DONS DR., 553 KANSAS, 1137 NASH, AND 1814 CAROL ANN IN THE AMOUNT OF \$60,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
9. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION TO ABATE PUBLIC NUISANCE DRUG HOUSES BY PADLOCKING LOCATED AT 2357 RAVINEWOOD AVE., 1645 DOROTHY ST., AND 555 E. GRAND BLVD. IN THE AMOUNT OF \$30,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
10. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR APPROVAL OF A CONTRACT WITH OHM TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR CONCRETE REPAIRS AT FIRE STATION HEADQUARTERS TO INCLUDE DESIGN SPECIFICATIONS, CREATION OF THE BID PACKAGE AND OVERSEEING THE BID PROCESS IN AN AMOUNT NOT TO EXCEED \$9,350.00 BUDGETED IN LINE ITEM #206-970-000-976-005
11. REQUEST OF ERIC COPELAND, FIRE CHIEF TO RELINQUISH ONE (1) AUTOMATIC CHEST COMPRESSION DEVICE OF FOUR TO BE RECEIVED FROM THE 2016 REGIONAL EMS GRANT TO SUPERIOR TOWNSHIP IN THE AMOUNT OF \$1,863.00

12. REQUEST AUTHORIZATION FOR THE LEASE OF NEOPOST IN710 MAIL MACHINE WITH MAILFINANCE, INC. FOR \$352.90 PER MONTH FOR SIXTY (60) MONTHS BUDGETED IN LINE ITEM #101-267-000-730-000
13. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO SPARTAN DISTRIBUTORS FOR THE PURCHASE OF A TORO GROUNDSMASTER MOWER IN THE AMOUNT OF \$60,815.36 BUDGETED IN LINE ITEM #101-774-000-977-000
14. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL OF LETTER OF AGREEMENT FOR SALE OF 110 JOHNSON ST. PARCEL #K-11-10-211-004 TO MIRA NELLE IN THE AMOUNT OF \$2,500.00 PLUS CLOSING COSTS
15. REQUEST TO APPROVE THE PRINCIPLES OF GOVERNANCE AS RECOMMENDED BY THE MICHIGAN TOWNSHIP ASSOCIATION
16. REQUEST FOR AUTHORIZATION TO WITHDRAW FROM THE INTERLOCAL AGREEMENT CREATING THE DETROIT REGION AEROTROPOLIS DEVELOPMENT CORPORATION DATED JUNE 17, 2009 PER ARTICLE VIII SECTION 8:02 ENTITLED DURATION OF, WITHDRAW FROM AND TERMINATION OF INTERLOCAL AGREEMENT
17. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, JULY 18, 2017 AT APPROXIMATELY 7:00PM – CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #209 TURTLE CREEK #2
18. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, JULY 18, 2017 AT APPROXIMATELY 7:15PM – CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #210 FORD LAKE VILLAGE #2-2

OTHER BUSINESS

PUBLIC HEARING

- A.** RESOLUTION 2017-16, AMENDMENT TO LAKEVIEW STREETLIGHT DISTRICT
#207

Charter Township of Ypsilanti

RESOLUTION NO. 2017-16

Amendment to Lakeview Streetlight District #207

WHEREAS, on or about March 27, 2017, the Township Clerk received a request from the Lakeview Neighborhood Watch, asking the Township Board for additional LED street lighting on William Avenue between Pasadena Avenue and Emerson Avenue for the Lakeview Subdivision, consisting of 152 parcels, in Ypsilanti Township and for the amendment of special assessment district #207 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 March 28, 2017 Lance Alley of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install two (2) street lights on William Avenue between Pasadena Avenue and Emerson Avenue for the Lakeview Subdivision, Ypsilanti Township, consisting of 152 parcels, which said plans included, *inter alia*, the installation of two (2) **“overhead FED 65 watt autobahn LED’s with gray housings mounted on 6’ arms attached to one existing wood pole and one new pole”** with the cost of said improvements being approximately:

Total Estimate Construction Cost:	\$2,798.01
Total Lamp Charge For Three (3) Years:	\$879.12
Contribution (Cost minus 3 years revenue):	\$1,918.89
Total Annual Lamp Charges:	\$ 293.04

WHEREAS, on May 11, 2017 the Township Clerk received notification from the Township Assessor that the cost of providing street lights for the Lakeview Subdivision, Ypsilanti Township, consisting of 152 parcels, which said plans included, *inter alia*, the installation of two (2) **“overhead FED 65 watt autobahn LED’s with gray housings mounted on 6’ arms attached to one existing wood pole and one new wood pole”** will be **\$3.20** per parcel for a 10-year period; thereafter, said costs shall be estimated at **\$1.93** 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 June 20, 2017 public hearing, setting forth the district affected in said request, 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 June 20, 2017, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against amending said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that the Charter Township of Ypsilanti determines that the request filed by the Neighborhood Watch members of the Lakeview Subdivision, consisting of 152 parcels, on March 27, 2017, 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 #207 be amended for the purpose of providing street lights for the Lakeview Subdivision, consisting of 152 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for the Lakeview Subdivision, consisting of 152 parcels, which said plans included, *inter alia*, the installation of two (2) “**overhead FED 65 watt Autobahn LED’s with gray housings mounted on 6’ arms attached to one existing wood pole and one new wood pole**” will be **\$3.20** per parcel for a 10-year period; thereafter, said costs shall be estimated at **\$1.93** 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.

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

Clerk's Office

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

May 22, 2017

Owner
Address
City, State, Zip

Re: Public Hearing Scheduled for Tuesday, June 20, 2017 at Approximately 7:00pm for the Amendment of the Lakeview #2 Streetlight Special Assessment District

Dear Property Owners:

Based on feedback from your Neighborhood Watch Group, the Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the amendment of the Lakeview #2 Streetlight Special Assessment District for the installation of two (2) additional streetlights on William Avenue between S. Pasadena Avenue and Emerson Avenue.

This will include your property located at: Property Address
Parcel

The public hearing will be held on Tuesday, June 20, 2017 at approximately 7:00 p.m. in the Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

The Detroit Edison lamp layout for the proposed new streetlights is located on the back of this letter.

Installation charges for the two (2) streetlights is \$1,918.89. This cost is divided by the one hundred fifty two (152) parcels and is spread over a ten (10) year period and equals \$1.27 per parcel. DTE has fixed the annual lamp charges for the first three (3) years, per agreement to \$293.04. This cost is divided among the one hundred fifty two parcels (152) and equals \$1.93 per parcel. After the third year, the costs will reflect the current rates set by DTE, as well as current electrical usage over the year.

Total estimated annual costs for the additional two streetlights would be \$3.20 per parcel, after 10 years the estimated cost would drop to \$1.93 per year

Homeowners currently pay an estimated amount of \$1.03 per year for one streetlight on Williams Avenue, with the proposed addition of these additional two streetlights, the estimated cost per year, per parcel, would be \$4.23.

You are welcome to attend the meeting or you may send written comments of approval or objection in advance of the public hearing to the address listed above or by email to kllovejoyroe@ytown.org or ljarrett@ytown.org.

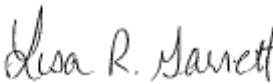
To Legally Protest the Streetlight Special Assessment:

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If you have any questions or need additional information, please feel free to contact my office.

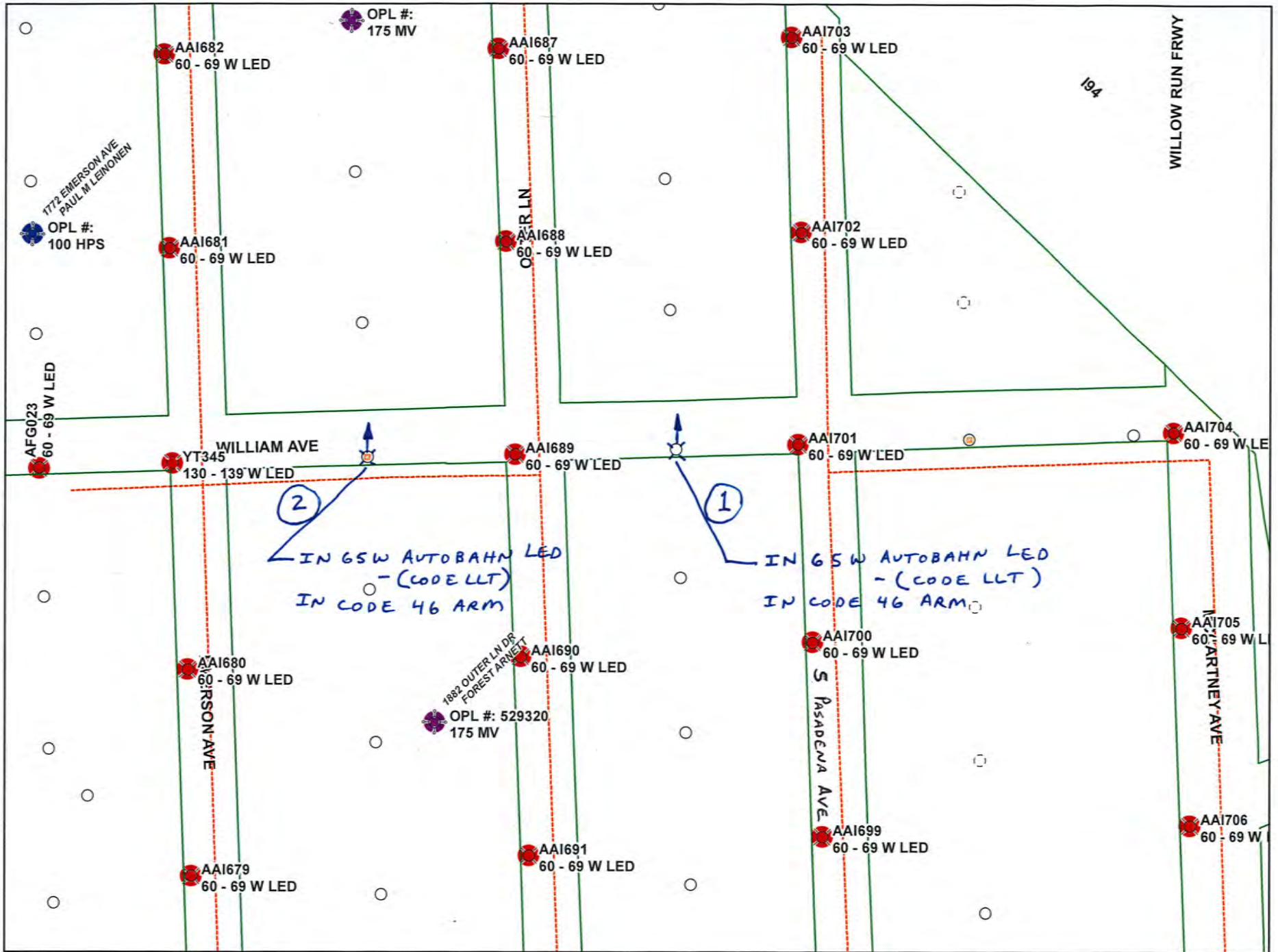
Sincerely,


Karen Lovejoy Roe, Clerk


Deputy Clerk

lrg
cc: File

NOTE: PLANNER WILL NEED TO DETERMINE IF THERE IS SUFFICIENT CLEARANCE ON POLES!



PUBLIC NOTICE

Public Act of 2002 Proceedings - Notice of Special Assessment Hearing – Township of Ypsilanti, Washtenaw County, Michigan

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE TOWNSHIP OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN AND ANY OTHER INTERESTED PERSONS

PLEASE TAKE NOTICE that the Township Board of the Charter Township of Ypsilanti proposes to install one streetlight on William Ave. between S. Pasadena and Emerson Ave in the Lakeview area and to amend Lakeview Streetlight Special Assessment District #207 for the recovery of the cost of operation by special assessment against the properties benefited therein.

PLEASE TAKE FURTHER NOTICE that the district within which the forgoing improvements are proposed to be constructed and within which the cost thereof is proposed to be assessed is more particularly described as follows:

COMMONLY KNOWN AS LAKEVIEW SUBDIVISION

PLEASE TAKE FURTHER NOTICE that said plans and special assessment district map may be examined at the office of the Township Clerk from the date of this notice until and including the date of the public hearing hereon and may further be examined at such public hearing.

PLEASE TAKE FURTHER NOTICE that a public hearing upon such proposed special assessment district, location and estimated costs will be held at the Charter Township of Ypsilanti Civic Center, 7200 S. Huron River Drive, Ypsilanti Township, MI commencing at approximately **7:00pm** on **Tuesday, June 20, 2017**.

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing by publication in the newspaper only, unless the amount to be specially assessed increases by more than 10 percent in any one year, then mailed notice of the public hearing will be provided to owners of property to be specially assessed.

The Ypsilanti Township Board will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting or public hearing, to individuals with disabilities upon a 10 day notice to the Ypsilanti Township Board by writing or calling **KAREN LOVEJOY ROE, CLERK, 7200 S. HURON RIVER DRIVE, YPSILANTI, MI 48197 (734)484-4700**.

KAREN LOVEJOY ROE, CLERK

CHARTER TOWNSHIP OF YPSILANTI

Publish: Thursday, June 8, 2017

looks like there are two districts and they would like to add additional lights. I told her this request would be forwarded to Clerk's office for processing. :0)

> From: "Rhonda Butts" <rbutts@emich.edu>
> To: "Brenda Stumbo" <bstumbo@ytown.org>, "Tammie Keen" <tkeen@ytown.org>
> Sent: Monday, March 27, 2017 12:05:47 PM
> Subject: additional street lights on William St
>
> Hi Brenda,
>
> I would like to request two or three additional street lights be added to
> existing electric poles on William Street between Emerson and Pasadena
> Street. The reason is William Street is one of the main entrance and exit
> street to our subdivision. The street is* very dark* and the additional
> lighting should help enhance the security camera's (located on William St)
> ability to process images.
> Thanks for any assistance you can give.
>
> Rhonda Butts
> 1815 Smith St
> Ypsilanti, MI
> 734 483-2834
> --
> Brenda L. Stumbo
> Ypsilanti Township Supervisor
> (734) 481-0617
> Ypsilanti Township Homepage - <http://ytown.org>
>
>
--
Brenda L. Stumbo
Ypsilanti Township Supervisor
(734) 481-0617
--

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of May 18, 2017 between The Detroit Edison Company ("Company") and Charter Township of Ypsilanti ("Customer").

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

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

1. DTE Work Order Number:	47386178	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Along William Ave between S Pasadena Ave & Emerson Ave in Ypsilanti Township, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	2	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	2 – Overhead fed 65watt Autobahn LED's with gray housings mounted on 6' arms attached to one existing wood pole and one new wood pole.	
5. Estimated Total Annual Lamp Charges	\$293.04	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$2,798.01
	Credit for 3 years of lamp charges:	\$879.12
	CIAC Amount (cost minus revenue)	\$1,918.89
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Signature: _____	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

11. Special Order Material Terms:

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

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

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

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

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

Name: _____ N/A _____ Title: _____ N/A _____

Phone Number: _____ N/A _____ Email: _____ N/A _____

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

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

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

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

12. Experimental Emerging Lighting Technology (“EELT”) Terms:

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

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

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

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

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

Company:

Customer:

The Detroit Edison Company

Charter Township of Ypsilanti

By: _____

By: _____

Name: _____

Name: _____

Title: _____

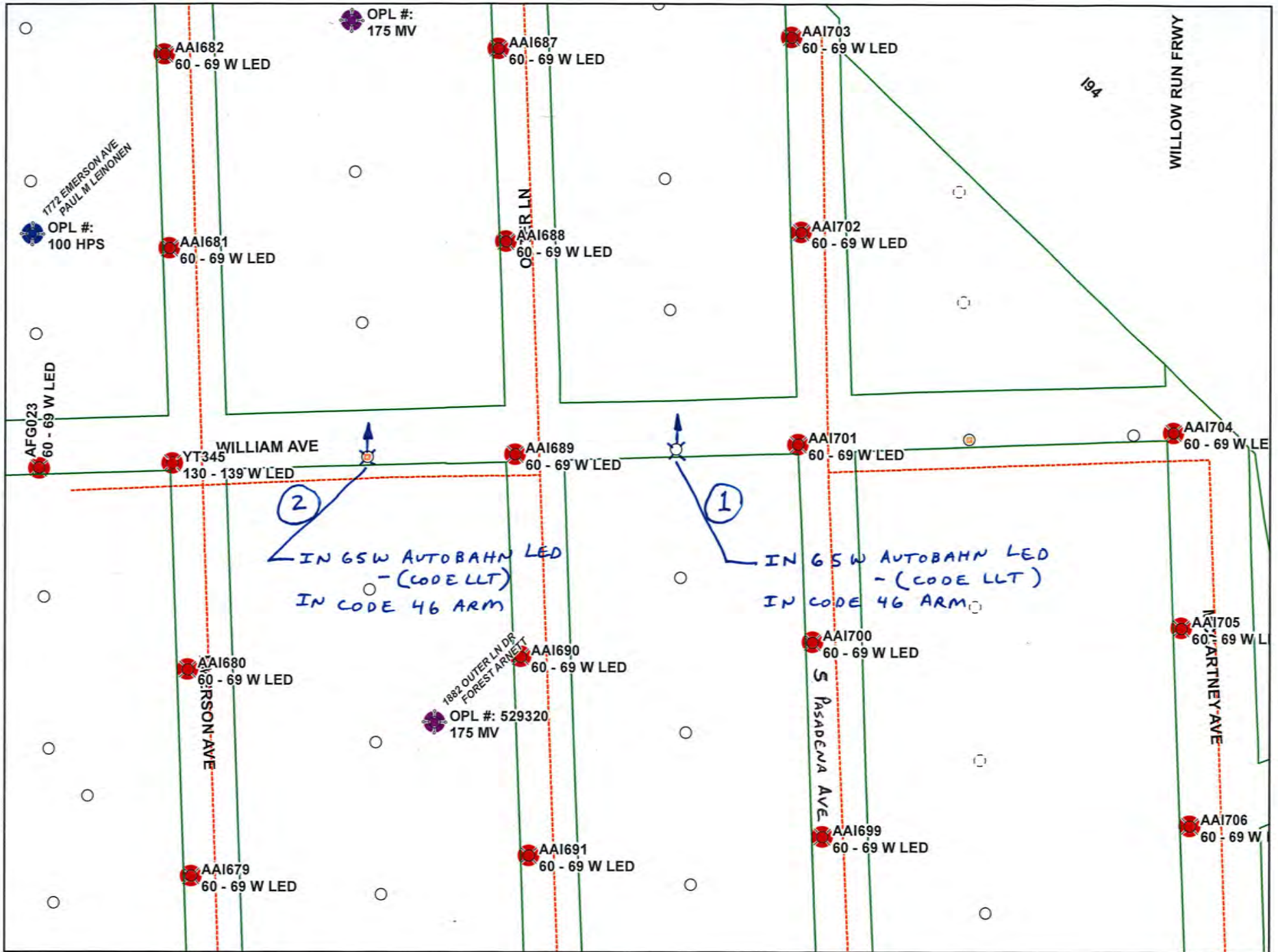
Title: _____

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

NOTE: PLANNER WILL NEED TO DETERMINE IF THERE IS SUFFICIENT CLEARANCE ON POLES!



PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MAY 16, 2017 WORK SESSION**

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

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Monica Ross-Williams, Trustee Wilson Jr. (arrived after board entered into Executive Session at 5:02PM)

Legal Counsel: Wm. Douglas Winters

- 1. REQUEST TO ENTER INTO EXECUTIVE SESSION PURSUANT TO MCL 15.268 SECTION 8 SUBPARAGRAPH (H) OF THE OPEN MEETINGS ACT..."TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE (SPECIFICALLY LEGAL OPINIONS WHICH ARE PROTECTED BY THE FREEDOM OF INFORMATION ACT)" AS IT PERTAINS TO THE PROPOSED NEXUS GAS TRANSMISSION PIPELINE**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to go into Executive Session at 5:01 PM.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson: (absent from vote)					

The motion carried unanimously.

The Board returned from Executive Session at 5:45 PM

- 2. DISCUSSION ON PROPOSED RESOLUTION REAFFIRMING COMMITMENT TO HOUSING AFFORDABILITY AND ECONOMIC EQUITY STUDY**

Supervisor Stumbo stated that the County offered to come to a board meeting and give a presentation regarding housing affordability and economic equity with the board. She said it was a good time to reaffirm our commitment to the study and

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MAY 16, 2017 WORK SESSION
PAGE 2**

recommendations since there were new Elected Officials in the County, Townships, and Cities. Supervisor Stumbo stated it would be interesting to see what other areas, such as the City of Ann Arbor have done to offer more affordable housing and what has occurred in the City of Ypsilanti and Ypsilanti Township to increase the number of rentals with residents of higher income and education levels and also for home purchases.

Trustee Ross-Williams stated she had a call from a Township Resident about an article written in the paper regarding the City of Ypsilanti and gentrification. Trustee Ross-Williams asked if the presentation could include specific information on gentrification. Supervisor Stumbo said she would ask if the County would speak on that subject.

Supervisor Stumbo stated she along with State Representative Ronnie Peterson had a meeting and a tour of West Willow with the Director of the Michigan State Housing Development Authority (MSHDA). She said they showed him the American Center for Mobility and she said they talked about the housing crisis and its' impact on township neighborhoods, increasing rentals in 2008 from 300 to 3000 in 2015. He responded by saying people have a right to invest. She said investors bought houses for \$5,000-\$20,000 in certain areas and now some township streets have over 50% rentals. Supervisor Stumbo stated she told him the township along with the residents want more balance between renters and homeowner occupied homes in our neighborhoods. Supervisor Stumbo said the Director stated he would look into it. Supervisor Stumbo discussed the change of Cross Street Village Apartments from affordable housing for seniors to market rate apartments. She stated that after 15 years MSHDA credits are fulfilled and those apartments in that building will increase to market rate, leaving many of the seniors living there not able to afford the increased market rent rates.

Clerk Lovejoy Roe explained other options regarding affordable housing with the new HUD Affirmatively Furthering Fair Housing rules. She said HUD policies are responsible for causing both racial and poverty segregation in Washtenaw County. She said HUD policies require section 8 voucher recipients to live in specific

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MAY 16, 2017 WORK SESSION
PAGE 3

sections of the County, City of Ypsilanti and Ypsilanti Township. She said it is not possible without allowed increases in the amount per voucher to live in other parts of Washtenaw County so the HUD rules are forcing HUD recipients to live in the City and Township of Ypsilanti literally segregating our County through HUD policy and requirements.

3. FIREWORKS DISCUSSION

Supervisor Stumbo explained that Augusta Township is planning a fireworks display at Lincoln High School on July 8, 2017 and they are asking for financial support from Ypsilanti Township. She said the total cost is \$6,500.00 and they would like Ypsilanti Township and Augusta Township to come together and put this display on.

Trustee Eldridge questioned whether they had contracted for security and he would like to see a better business plan regarding traffic flow. He said he had not found any background information on the two men who were putting the display on.

Supervisor Stumbo stated this plan states they will have assistance from the police and fire department but does not have an exact number.

Trustee Ross-Williams stated she believes that if the township contributes to this display, Township residents will question why Ypsilanti Township cannot have their own fireworks display.

Treasurer Doe questioned what our cost would be for the fireworks. Supervisor Stumbo stated that the total cost is \$6,500.00 and Augusta Township was asking for up to half be paid by Ypsilanti Township.

Trustee Wilson, Jr. asked how our residents would be notified of the fireworks.

Treasurer Doe stated he would support paying 50% as long as the Township was not held responsible in any way.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MAY 16, 2017 WORK SESSION
PAGE 4**

Attorney Winters stated we should see a copy of their insurance and then notify our insurance company that we are contributing money towards this display if the board decides to financially support the fireworks display. He said the Township should be added as additionally insured on Augusta Township's Insurance Policy for the event.

Supervisor Stumbo stated that this would be brought back to the next board meeting with answers to the questions.

4. AGENDA REVIEW

A. 7:00PM – CREATION OF NEIGHBORHOOD CAMERA/STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR THE MANORS AT CREEKSIDE VILLAGE (PUBLIC HEARING SET AT THE APRIL 18, 2017 REGULAR MEETING)

REQUEST TO RESCHEDULE PUBLIC HEARING TO THE JUNE 20, 2017 REGULAR MEETING AT APPROXIMATELY 7:00PM

Supervisor Stumbo stated we need to get numbers regarding the Camera/Streetlight Special Assessment District.

Supervisor Stumbo stated we would adjourn the Public Hearing and not set a new hearing tonight.

5. CONSENT AGENDA

NEW BUSINESS

Supervisor Stumbo moved this agenda item up.

4. REQUEST OF MICHAEL RADZIK, DIRECTOR OFFICE OF COMMUNITY STANDARDS TO APPROVE TWO CONTRACTS WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE TO FACILITATE COLLABORATIVE SHARING OF SCHOOL RESOURCE DEPUTIES FOR SUMMER MONTHS WITH LINCOLN

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MAY 16, 2017 WORK SESSION
PAGE 5**

**CONSOLIDATED SCHOOLS AND YPSILANTI COMMUNITY SCHOOLS IN THE
AMOUNT OF \$52,432.00 BUDGETED IN LINE ITEM #266-301-000-831-008**

Supervisor Stumbo stated that during the summer months the Washtenaw County Officers that are at the schools during the school year are assigned to work in the Township allowing the Township additional officers to work on youth related issues during the summer.

Lt. Marocco stated that this program is a win win situation. He said the schools save money because they do not have anything for these officers to do when school is not in session and the Township gets the added help needed during the busy summer months.

1. BUDGET AMENDMENT #8

Clerk Lovejoy Roe explained the items in the Budget Amendment.

**2. AUTHORIZATION TO APPROVE CONSENT JUDGMENT BETWEEN LAMAR
ADVERTISING OF MICHIGAN, INC. AND THE CHARTER TOWNSHIP OF
YPSILANTI**

**3. FIRST READING OF MOON STAR LEASING, LLC REZONING REQUEST OF
PARCELS K-11-01-100-026, K-11-01-100-027, K-11-01-100-029, K-11-01-
100-030 LOCATED AT THE NORTHWEST CORNER OF E. MICHIGAN AVENUE
AND HOLMES ROAD FROM B-3 GENERAL BUSINESS TO I-1 LIGHT
INDUSTRIAL**

Ben Carlisle, Planning Consultant, explained the rezoning request for three parcels on Holmes Road and one parcel on E. Michigan Avenue. He said the purpose of the rezoning request was to allow for a truck stop facility, which would include a filling station, a rest area, truck wash etc. Mr. Carlisle said the Planning Commission held a public meeting and denied the rezoning request 5-0. Mr. Carlisle explained all the reasons the Planning Commission voted not to rezone these parcels. Mr. Carlisle said that this rezoning would not be in line with what the townships master plan is for that area. Supervisor Stumbo asked Mr. Carlisle if we are moving forward to

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MAY 16, 2017 WORK SESSION
PAGE 6**

rezone this area to follow what we have in the master plan. He said that they are beginning to look at this along with other areas of the township to see if the zoning was in line with the townships' master plan. Mr. Carlisle stated that they would want what is done on Michigan Avenue to be in line with the economic development strategy that the Township has for that area. Mr. Carlisle said that very shortly they would bring to the board recommendations regarding rezoning. He said that if they find the master plan is not valid they would amend the master plan but the process would be for it to go to the Planning Commission and then brought to the Board. He said if they find the master plan valid but the zoning does not relate to the master plan at that point they would recommend rezoning. Mr. Carlisle said he would like to have some meetings together with the board and the planning commission to make sure they are on the same page with what they want to accomplish.

5. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF AN ACCESS AGREEMENT BETWEEN WILLOW RUN BUSINESS CENTER II, LLC C/O INSITE REAL ESTATE LLC, THE WASHTENAW COUNTY WATER RESOURCE COMMISSION AND YPSILANTI TOWNSHIP FOR CONSTRUCTION ACTIVITIES RELATED TO THE TYLER POND DRAWDOWN

Supervisor Stumbo stated that until this project is turned over to the county the Township must have these agreements when any work involving the Tyler Pond is done. Attorney Winters stated the Township received \$300,000.00 for the drawdown, which is now paid in full.

6. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH HOPPE DESIGN FOR ARCHITECTURAL SERVICES INCLUDING PLANS, BID DOCUMENTS, AND OVERSIGHT OF THE BIDDING PROCESS IN COMPLIANCE WITH ADA GUIDELINES AT THE CIVIC CENTER IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000

Jeff Allen, Residential Services Director, stated he received two bids for architectural service for ADA counters and seats in the Board Room. He said that Hoppe Design came in with what he felt was the better bid. Mr. Allen said that this

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MAY 16, 2017 WORK SESSION
PAGE 7**

bid was just for the design of the project not building it. Supervisor Stumbo stated this would be contingent upon Attorney's review.

7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF AGREEMENT WITH MSDS-ONLINE FOR ONLINE STORAGE OF SAFETY DATA SHEETS (SDS) IN THE AMOUNT OF \$1,000.00 PER YEAR FOR THREE YEARS AND \$1,000.00 FOR INITIAL DATA INPUT BUDGETED IN LINE ITEM #101-227-000-960-000

Jeff Allen, Residential Services Director stated he watched a webinar on safety data sheets. He said this company gave the Township an opportunity to be able to put all the Safety Data Sheets in a computer file, print them out and put them back in the book. Mr. Allen stated this system would keep all accessible areas up to date with vital safety issues and the information would be easily assessable to everyone who needs it.

The meeting was adjourned at approximately 6:50 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE TUESDAY, MAY 16, 2017 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:04 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

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

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

**A. 7:00PM – CREATION OF NEIGHBORHOOD CAMERA/STREETLIGHT SPECIAL
ASSESSMENT DISTRICT FOR THE MANORS AT CREEKSIDE VILLAGE
(PUBLIC HEARING SET AT THE APRIL 18, 2017 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Adjourn the Public Hearing

The motion carried unanimously.

PUBLIC COMMENTS

JoAnn McCollum, Township Resident thanked the Board for putting the signs out in her neighborhood regarding street sweeping. Ms. McCollum stated the West Willow Association received a grant from the Ann Arbor Realtors Board called Place Making. She said the grant was given to enhance the parks in the neighborhood so more residents would utilize them. Ms. McCollum said they were give \$1,500.00 to put something in the park, which would get people to use the park. She said talking with residents they decided to build a shelter near the children’s play area. She said that this shelter was to be built using the \$1,500.00 grant and another grant they were to receive. Ms. McCollum said the second grant fell through and now they do not have enough funds to build the shelter. She said she attended the Park Commission meeting and they are in favor of helping them but would need approval from the Township Board. Ms. McCollum asked the board to support this project.

Supervisor Stumbo stated that the Park Commission usually sends a letter to the Township Board when they are in favor of a project. Supervisor Stumbo suggested benches as a possible alternative to a shelter.

**CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, MAY 16, 2017 REGULAR MEETING MINUTES
PAGE 2**

CONSENT AGENDA

A. MINUTES OF THE APRIL 18, 2017 WORK SESSION AND REGULAR MEETING AND THE April, 27, 2017 SPECIAL MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR MAY 2, 2017 IN THE AMOUNT OF \$420,086.96**
- 2. STATEMENTS AND CHECKS FOR MAY 16, 2017 IN THE AMOUNT OF \$1,213,256.99**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR APRIL 2017 IN THE AMOUNT OF \$51,875.88**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR MARCH 2017 IN THE AMOUNT OF \$1,207.50**

C. APRIL 2017 TREASURER'S REPORT

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

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters confirmed the Township received the final \$300,000.00 from the development agreement between the Township and WRAD and the American Center for Mobility. He stated that the \$300,000.00 was final amount due for a total of \$1,000,000.00 and was utilized by the Township to defray the cost of the Tyler Dam removal and resulted in the Township not having to levy a tax against the persons who would be most affected by the removal which was a number of our residents.

Attorney Winters stated that the Township's work with Habitat for Humanity continues as we close on the properties the township purchased through the right of first refusal. Attorney Winters said the Township continues to have vacant homes that are owned by banks that simply are sitting in limbo. He said they are continuing to identify the vacant houses and have them registered making sure they are being maintained and hopefully sold to new homeowners.

Attorney Winters stated the firefighters negotiations are continuing.

**CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, MAY 16, 2017 REGULAR MEETING MINUTES
PAGE 3**

NEW BUSINESS

1. BUDGET AMENDMENT #8

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Budget Amendment #8 (see attached).

The motion carried unanimously.

2. AUTHORIZATION TO APPROVE CONSENT JUDGMENT BETWEEN LAMAR ADVERTISING OF MICHIGAN, INC. AND THE CHARTER TOWNSHIP OF YPSILANTI

Attorney Winters explained the nature of this lawsuit.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Authorization to Approve Consent Judgment Between Lamar Advertising of Michigan, Inc. and the Charter Township of Ypsilanti.

The motion carried unanimously.

3. FIRST READING OF MOON STAR LEASING, LLC REZONING REQUEST OF PARCELS K-11-01-100-026, K-11-01-100-027, K-11-01-100-029, K-11-01-100-030 LOCATED AT THE NORTHWEST CORNER OF E. MICHIGAN AVENUE AND HOLMES ROAD FROM B-3 GENERAL BUSINESS TO I-1 LIGHT INDUSTRIAL

A motion was made by Clerk Lovejoy, supported by Treasurer Doe to Deny First Reading of Moon Star Leasing, LLC Rezoning Request of Parcels K-11-01-100-026, K-11-01-100-027, K-11-01-100-029, K-11-01-100-030 Located at the Northwest Corner of E. Michigan Avenue and Holmes Road From B-3 General Business to I-1 Light Industrial based on the recommendation of the Planning Commission and the Planning Consultants.

Clerk Lovejoy Roe read the memo from Mr. Carlisle, Township Planner stating the reasons for not approving this request.

Doug Swatosh, Attorney for the Petitioner, stated the properties all around these parcels were zoned I-1 and having this proposed business would not affect the area businesses negatively. He explained why the vision of the township for this area was not feasible. He said realistically the property would be hard to develop because of its' shape.

Trustee Jarrell Roe stated she appreciates what Mr. Swatosh stated but she would stick to the townships' master plan for this area especially since it is the gateway into our community from Canton.

**CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, MAY 16, 2017 REGULAR MEETING MINUTES
PAGE 4**

Supervisor Stumbo stated she concurs with the Planning Commission regarding not rezoning this property. She said there would be upcoming meetings for the Michigan Avenue corridor regarding economic development and that would be the time for the business owners and the landowners to look at that corridor for future development. Supervisor Stumbo stated that she believed the area would develop in the way the Township envisions it as outlined in the Master Plan.

Trustee Jarrell Roe said that Mr. Carlisle stated in his memo there were other areas within the township that were zoned for this type of a business and she hoped they would consider still doing business in Ypsilanti Township.

The motion carried unanimously.

- 4. REQUEST OF MICHAEL RADZIK, DIRECTOR OFFICE OF COMMUNITY STANDARDS TO APPROVE TWO CONTRACTS WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE TO FACILITATE COLLABORATIVE SHARING OF SCHOOL RESOURCE DEPUTIES FOR SUMMER MONTHS WITH LINCOLN CONSOLIDATED SCHOOLS AND YPSILANTI COMMUNITY SCHOOLS IN THE AMOUNT OF \$52,432.00 BUDGETED IN LINE ITEM #266-301-000-831-008**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Michael Radzik, Director Office of Community Standards to Approve Two Contracts with the Washtenaw County Sheriff's Office to Facilitate Collaborative Sharing of School Resource Deputies for Summer Months with Lincoln Consolidated Schools and Ypsilanti Community Schools in the Amount of \$52,432.00 Budgeted in Line Item #266-301-000-831-008.

The motion carried unanimously.

- 5. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS FOR APPROVAL OF AN ACCESS AGREEMENT BETWEEN WILLOW RUN BUSINESS CENTER II, LLC C/O INSITE REAL ESTATE LLC, THE WASHTENAW COUNTY WATER RESOURCE COMMISSION AND YPSILANTI TOWNSHIP FOR CONSTRUCTION ACTIVITIES RELATED TO THE TYLER POND DRAWDOWN**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Michael Saranen, Hydro Operations for Approval of an Access Agreement Between Willow Run Business Center II, LLC C/O Insite Real Estate LLC, the Washtenaw County Water Resource Commission and Ypsilanti Township for Construction Activities Related to the Tyler Pond Drawdown.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, MAY 16, 2017 REGULAR MEETING MINUTES
PAGE 5**

- 6. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH HOPPE DESIGN FOR ARCHITECTURAL SERVICES INCLUDING PLANS, BID DOCUMENTS, AND OVERSIGHT OF THE BIDDING PROCESS IN COMPLIANCE WITH ADA GUIDELINES AT THE CIVIC CENTER IN THE AMOUNT OF \$5,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request of Jeff Allen, Residential Services Director for Approval of Professional Services Contract with Hoppe Design for Architectural Services Including Plans, Bid Documents, and Oversight of the Bidding Process in Compliance with ADA Guidelines at the Civic Center in the Amount of \$5,000.00 Budgeted in Line Item #101-956-000-801-000 Contingent on Attorney Review and Signing of Agreement.

The motion carried unanimously.

- 7. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF AGREEMENT WITH MSDS-ONLINE FOR ONLINE STORAGE OF SAFETY DATA SHEETS (SDS) IN THE AMOUNT OF \$1,000.00 PER YEAR FOR THREE YEARS AND \$1,000.00 FOR INITIAL DATA INPUT BUDGETED IN LINE ITEM #101-227-000-960-000**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Request of Jeff Allen, Residential Services Director for Approval of Agreement with MSDS-Online for Online Storage of Safety Data Sheets (SDS) in the Amount of \$1,000.00 per year for Three Years and \$1,000.00 for Initial Data Input Budgeted in Line Item #101-227-000-960-000.

The motion carried unanimously.

- 8. REQUEST TO APPROVE SECOND AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD IMPROVEMENTS IN PARTRIDGE CREEK SUBDIVISION, ON FOREST AVENUE BETWEEN FORD BOULEVARD TO MIDWAY ROAD AND EMERSON AVENUE AND OUTER LANE AS OUTLINED IN THE AGREEMENT IN AN ESTIMATED AMOUNT OF \$132,300.00 AND BUDGETED IN LINE ITEM #101-446-000-18-022**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Request to Approve Second Agreement with the Washtenaw County Road Commission for Local Road Improvements in Partridge Creek Subdivision, on Forest Avenue between Ford Boulevard to Midway Road and Emerson Avenue and Outer Lane as Outlined in the Agreement in an Estimated Amount of \$132,300.00 and Budgeted in Line Item #101-445-000-818-022.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, MAY 16, 2017 REGULAR MEETING MINUTES
PAGE 6**

**9. RESOLUTION 2017-09, TEMPORARY ROAD CLOSURE REQUEST FOR
OBERUN 5K ON JULY 14, 2017**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Resolution 2017-09, Temporary Road Closure Request for Oberun 5K on July 14, 2017 (see attached).

The motion carried unanimously.

**10. RESOLUTION 2017-10, TEMPORARY ROAD CLOSURE REQUEST FOR
RUNNING FIT "RUN SCREAM RUN" 5K, 10K AND KID'S MILE RUN ON
OCTOBER 7, 2017**

A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to Approve Resolution 2017-10, Temporary Road Closure Request for Running Fit "Run Scream Run" 5K, 10K, and Kid's Mile Run on October 7, 2017 (see attached).

The motion carried unanimously.

**11. RESOLUTION 2017-12, IN HONOR OF NATIONAL POLLINATOR WEEK JUNE
11-17, 2017**

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Approve Resolution 2017-12, in honor of National Pollinator Week June 11-17, 2017 (see attached).

The motion carried unanimously.

**12. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, JUNE 20, 2017 AT
APPROXIMATELY 7:00PM – AMENDMENT OF LAKEVIEW STREETLIGHT
DISTRICT #207**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Request to Set a Public Hearing Date of Tuesday, June 20, 2017 at Approximately 7:00pm – Amendment of Lakeview Streetlight District #207.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
TUESDAY, MAY 16, 2017 REGULAR MEETING MINUTES
PAGE 7**

A motion was made by Treasurer Doe, supported by Trustee Wilson to Adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 7:45p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #8**

May 16, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$257,491.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 148 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$3,302.00
		Net Revenues	<u>\$3,302.00</u>
Expenditures:	Salaries pay out -PTO	101-253-000-708.004	\$3,067.00
	FICA	101-253-000-715.000	\$235.00
		Net Expenditures	<u>\$3,302.00</u>

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 18.5 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$445.00
		Net Revenues	<u>\$445.00</u>
Expenditures:	Salaries pay out -PTO	101-371-000-708.004	\$413.00
	FICA	101-371-000-715.000	\$32.00
		Net Expenditures	<u>\$445.00</u>

Request to increase re-budget for continuation of the Washtenaw Avenue CDBG project. This is to acquire the necessary easements relating to the Washtenaw Avenue Sidewalk Infill Project. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$20,000.00
		Net Revenues	<u>\$20,000.00</u>
Expenditures:	Highways Street Sidewalk Construction	101-446-000-818.022	\$20,000.00
		Net Expenditures	<u>\$20,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #8**

May 16, 2017

101 - GENERAL OPERATIONS FUND - CONTINUED

Request to increase budget for Agreement with Washtenaw County Road Commission for road improvements on the following; Partridge Creek Subdivision, Forest Avenue, and Emerson Avenue and Outer Lane Drive. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$132,300.00
			<u>Net Revenues</u>
			<u>\$132,300.00</u>
Expenditures:			
	Highways Street Sidewalk Construction	101-446-000-818.022	\$132,300.00
			<u>Net Expenditures</u>
			<u>\$132,300.00</u>

Request to re-budget the approved engineering services of Stantec for phase #4 of the Tyler Dam Pond. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$51,944.00
			<u>Net Revenues</u>
			<u>\$51,944.00</u>
Expenditures:	Capital Outlay - Tyler Dam Project	101-970-000-971.100	\$51,944.00
			<u>Net Expenditures</u>
			<u>\$51,944.00</u>

Request to re-budget approved funds for the Veteran's Drive Project. This will complete the project in 2017. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$49,500.00
			<u>Net Revenues</u>
			<u>\$49,500.00</u>
Expenditures:	Capital Outlay - Veterans Drive	101-970-000-976-007	\$49,500.00
			<u>Net Expenditures</u>
			<u>\$49,500.00</u>

248 - HOUSING & BUSINESS INSPECTION FUND

Total Increase \$445.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 18.5 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248-000-000-699.000	\$445.00
			<u>Net Revenues</u>
			<u>\$445.00</u>
Expenditures:	Salaries pay out -PTO	248-248-000-708.004	\$413.00
	FICA	248-248-000-715.000	\$32.00
			<u>Net Expenditures</u>
			<u>\$445.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #8**

May 16, 2017

249 - BUILDING DEPARTMENT FUND

Total Increase \$888.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 37 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$888.00
			<u>\$888.00</u>
		Net Revenues	<u><u>\$888.00</u></u>
Expenditures:	Salaries pay out -PTO	249-249-000-708.004	\$825.00
	FICA	249-249-000-715.000	\$63.00
		Net Expenditures	<u><u>\$888.00</u></u>

266 - LAW ENFORCEMENT FUND

Total Increase \$1,776.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 74 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$1,776.00
			<u>\$1,776.00</u>
		Net Revenues	<u><u>\$1,776.00</u></u>
Expenditures:	Salaries pay out -PTO	266-301-000-708.004	\$825.00
	FICA	266-301-000-715.000	\$63.00
	Salaries pay out -PTO	266-304-000-708.004	\$825.00
	FICA	266-304-000-715.000	\$63.00
		Net Expenditures	<u><u>\$1,776.00</u></u>

590 - COMPOST FUND

Total Increase \$3,575.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 122 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	590-000-000-699.000	\$3,575.00
			<u>\$3,575.00</u>
		Net Revenues	<u><u>\$3,575.00</u></u>
Expenditures:	Salaries pay out - PTO	590-590-000-708.004	\$3,321.00
	FICA	590-590-000-715.000	\$254.00
		Net Expenditures	<u><u>\$3,575.00</u></u>

Motion to Amend the 2017 Budget (#8):

Move to increase the General Fund budget by \$257,491 to \$9,387,436 and approve the department line item changes as outlined.

Move to increase the Housing & Business Inspection Fund budget by \$445 to \$320,069 and approve the department line item changes as outlined.

Move to increase the Building Fund budget by \$888 to \$730,510 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$1,776 to \$7,026,743 and approve the department line item changes as outlined.

Move to increase the Compost Fund budget by \$3,575 to \$530,109 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP
OF YPSILANTI
RESOLUTION NO. 2017-09**

RESOLUTION REGARDING
TEMPORARY ROAD
CLOSURE

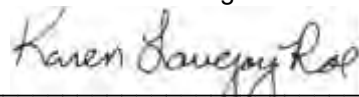
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard to enter Rolling Hills on Friday, July 14, 2017 from 6:30 p.m. to 7:00 p.m. for the Oberun 5K to benefit Karen's Trail/Friends of the Border to Border Trail.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

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. 2017-09 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 16, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP
OF YPSILANTI
RESOLUTION NO. 2017-10**

RESOLUTION REGARDING
TEMPORARY ROAD
CLOSURE

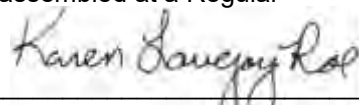
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 7, 2016 from 8:30 a.m. to 11:00 a.m. for the Run Scream Run 5K, 10K and Kid's Mile to benefit the March of Dimes of Southeastern Michigan.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

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. 2017-10 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 16, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2017-12

In Honor of
National Pollinator Week
June 11-17, 2017

WHEREAS in 2015, Ypsilanti Township received the first Bee City USA designation in the State of Michigan; and

WHEREAS the goal of BEE CITY USA is to promote healthy, sustainable habitats and communities for bees and other pollinators; and

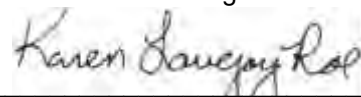
WHEREAS bees and other pollinators around the globe have experienced dramatic declines due to a combination of habitat loss, use of pesticides and the spread of pests and diseases, with grave implications for the future health of flora and fauna; and

WHEREAS we all have the opportunity to support bees and other pollinators on both public and private land; and

WHEREAS supporting pollinators fosters environmental awareness and sustainability, and increases interactions among community stewards such as commercial and backyard beekeepers, farmers, children, educators, Master Naturalists, Master Gardeners, plant nurseries, municipalities, neighborhoods, and garden suppliers and clubs; and

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of June 11-17, 2017 NATIONAL POLLINATOR WEEK in Ypsilanti Township and we encourage all citizens to obtain and share information about the proper uses of fertilizers in order to ensure a healthy future for all.

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. 2017-12 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 16, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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



ACCOUNTING DEPT

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

JUNE 6, 2017 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	293,617.31
HAND CHECKS -	\$	461,581.85
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	755,199.16

Check Date	Check	Vendor Name	Amount
Bank AP			
05/11/2017	175246	AT & T	101.24
05/11/2017	175247	AT & T	33.97
05/11/2017	175248	COMCAST CABLE	31.63
05/11/2017	175249	COMCAST CABLE	104.85
05/11/2017	175250	COMCAST CABLE	244.35
05/11/2017	175251	COMCAST CABLE	100.49
05/11/2017	175252	DTE ENERGY**	73,911.50
05/11/2017	175253	GUARDIAN ALARM	453.93
05/11/2017	175254	VERIZON WIRELESS	101.14
05/11/2017	175255	VERIZON WIRELESS	192.62
05/11/2017	175256	VERIZON WIRELESS	2,184.86
05/11/2017	175257	WASTE MANAGEMENT	131.15
05/11/2017	175258	WEX BANK	1,277.19
05/12/2017	175259	DTE ENERGY	17,069.45
05/16/2017	175260	COMCAST CABLE	5,220.84
05/24/2017	175261	BLUE CROSS BLUE SHIELD OF MI	130,547.92
05/24/2017	175262	BLUE CROSS BLUE SHIELD OF MI	35,404.14
05/24/2017	175263	COMCAST CABLE	121.60
05/24/2017	175264	COMCAST CABLE	104.85
05/24/2017	175265	COMCAST CABLE	114.35
05/24/2017	175266	COMCAST CABLE	144.85
05/24/2017	175267	DELTA DENTAL PLAN OF MICHIGAN	13,771.38
05/24/2017	175268	VERIZON WIRELESS	569.17
05/24/2017	175269	VISION SERVICE PLAN	2,680.30
05/24/2017	175270	WASTE MANAGEMENT	762.44
05/24/2017	175271	WASTE MANAGEMENT	934.43
05/24/2017	175272	WASTE MANAGEMENT	29,094.39
05/24/2017	175273	WASTE MANAGEMENT	99,831.44
05/24/2017	175274	WASTE MANAGEMENT	8,854.04 V
05/24/2017	175275	WASTE MANAGEMENT	1,616.73 V
05/24/2017	175276	WASTE MANAGEMENT	459.82 V
05/24/2017	175277	WASTE MANAGEMENT	29,097.78
05/24/2017	175278	WASTE MANAGEMENT	1,450.00
05/24/2017	175279	WINDSTREAM	423.36
05/26/2017	175280	STATE OF MICHIGAN	200.00
05/26/2017	175281	COMCAST CABLE	174.85
05/31/2017	175282	FASTENAL	129.99
05/31/2017	175283	CLEAR RATE COMMUNICATIONS, INC	831.53
05/31/2017	175284	COMCAST CABLE	214.90
05/31/2017	175285	COMCAST CABLE	104.85
05/31/2017	175286	COMCAST CABLE	90.70
05/31/2017	175287	COMCAST CABLE	144.85
05/31/2017	175288	STANDARD INSURANCE COMPANY	4,691.95
05/31/2017	175289	WASTE MANAGEMENT	230.42
05/31/2017	175290	WASTE MANAGEMENT	935.69
05/31/2017	175291	WASTE MANAGEMENT	7,442.06
05/31/2017	175292	YPSILANTI COMMUNITY	178.45

HAND CHECKS

AP TOTALS:

Total of 47 Checks:	472,512.44
Less 3 Void Checks:	10,930.59
Total of 44 Disbursements:	461,581.85

Check Date	Check	Vendor Name	Amount
Bank AP AP			
06/06/2017	175293	4ALLFROMS / K-READ	900.00
06/06/2017	175294	A & R TOTAL CONSTRUCTION, INC.	312.70
06/06/2017	175295	A.F. SMITH ELECTRIC	708.22
06/06/2017	175296	AAATA	64.33
06/06/2017	175297	ACCUSHRED LLC	65.00
06/06/2017	175298	ACUSHNET COMPANY	883.24
06/06/2017	175299	ADVANCE PRINT & GRAPHICS	75.00
06/06/2017	175300	ALLGRAPHICS CORPORATION	2,839.90
06/06/2017	175301	AMERICAN GENERATOR	5,349.65
06/06/2017	175302	ANN ARBOR CLEANING SUPPLY	167.16
06/06/2017	175303	ANN ARBOR WELDING SUPPLY CO	208.20
06/06/2017	175304	APOLLO FIRE EQUIPMENT CO.	983.00
06/06/2017	175305	AUTO VALUE YPSILANTI	235.70
06/06/2017	175306	AUTOMATIC IRRIGATION SUPPLY	996.80
06/06/2017	175307	BARR ENGINEERING COMPANY	750.00
06/06/2017	175308	BASIL UDEH	270.00
06/06/2017	175309	BELLE TIRE	140.00
06/06/2017	175310	BS & A SOFTWARE	5,261.00
06/06/2017	175311	CARLISLE/WORTMAN ASSOCIATES	14,607.50
06/06/2017	175312	CASSANDRA HALL	100.00
06/06/2017	175313	CENTRON DATA SERVICES	4,180.00
06/06/2017	175314	CHARTER TOWNSHIP OF SUPERIOR	49.55
06/06/2017	175315	CINCINNATI TIME SYSTEMS	1,552.75
06/06/2017	175316	CINTAS CORPORATION	435.90
06/06/2017	175317	CITY OF YPSILANTI	40,025.48
06/06/2017	175318	COLD CUT KRUISE	47.40
06/06/2017	175319	COMCAST BUSINESS	825.00
06/06/2017	175320	CONGDON'S	191.99
06/06/2017	175321	CONTI	4,800.00
06/06/2017	175322	CUMMINS BRIDGEWAY, LLC	21,207.00
06/06/2017	175323	DAN KIMBALL	239.13
06/06/2017	175324	DAWN FARM	1,481.95
06/06/2017	175325	DELUX RENTAL	164.00
06/06/2017	175326	DELUX TENTS AND EVENTS, LLC	182.25
06/06/2017	175327	DISPUTE RESOLUTION CENTER	1,875.00
06/06/2017	175328	ED'S GARAGE	30.00
06/06/2017	175329	EMERGENCY VEHICLE SERVICES	2,972.27
06/06/2017	175330	EMERGENT HEALTH PARTNERS	6,073.99
06/06/2017	175331	FEDERAL EXPRESS CORPORATION	311.81
06/06/2017	175332	FERRARA HEATING & A/C	75.00
06/06/2017	175333	FERRELLGAS, LP	737.65
06/06/2017	175334	FIBER LINK	232.25
06/06/2017	175335	FLOYD'S RIGGING AND MACHINERY	990.00
06/06/2017	175336	GABRIELLA MAYREND	10.00
06/06/2017	175337	GORDON FOOD SERVICE INC.	237.09
06/06/2017	175338	GOVERNMENTAL CONSULTANT	2,850.00
06/06/2017	175339	GRAINGER	499.77
06/06/2017	175340	GRAYBAR	351.31
06/06/2017	175341	GRIFFIN PEST SOLUTIONS	93.00
06/06/2017	175342	HALEY MECHANICAL	250.00
06/06/2017	175343	HAMILTON INN SELECT	186.90
06/06/2017	175344	HOME DEPOT	125.25
06/06/2017	175345	HONEYWELL	646.86
06/06/2017	175346	JACOB MINER	10.00
06/06/2017	175347	JOSEPH SMITH	13.00
06/06/2017	175348	KADEN KUMPELIS	30.00
06/06/2017	175349	KEVIN LAWSON	32.00
06/06/2017	175350	KHALILAH MASSEY	100.00
06/06/2017	175351	LANGUAGE LINE SERVICES	26.42
06/06/2017	175352	LARDNER ELEVATOR COMPANY	210.00
06/06/2017	175353	LB OFFICE PRODUCTS	73.37
06/06/2017	175354	LIFELOC	70.00
06/06/2017	175355	LINCOLN SCHOOL DISTRICT	18.87
06/06/2017	175356	LISA GARRETT	73.08
06/06/2017	175357	LOMBARDO HOMES OF SE MI LLC	38,352.00
06/06/2017	175358	LONGS AUTOMOTIVE INC	625.12
06/06/2017	175359	LOOKING GOOD LAWNS	9,727.00
06/06/2017	175360	LOWE'S	164.89
06/06/2017	175361	LUBRICATION ENGINEERS	1,743.42
06/06/2017	175362	MARK HAMILTON	1,500.00
06/06/2017	175363	MASA	584.00
06/06/2017	175364	MCMASTER-CARR	55.61
06/06/2017	175365	MEADOWBROOK, INC.	55.00
06/06/2017	175366	MIA SORRELL	20.00
06/06/2017	175367	MICHAEL BODARY	60.00
06/06/2017	175368	MICHAEL SEMEYN	13.00
06/06/2017	175369	MICHIGAN ABILITY PARTNERS	3,262.90
06/06/2017	175370	MICHIGAN CAT	7,587.05

A/P Checks

Check Date	Check	Vendor Name	Amount
06/06/2017	175371	MICHIGAN CHAPTER I.A.E.I.	130.00
06/06/2017	175372	MICHIGAN LINEN SERVICE, INC.	1,299.67
06/06/2017	175373	MICHIGAN POWER RODDING	752.00
06/06/2017	175374	MITCHEL SEMEYN	13.00
06/06/2017	175375	MONARCH PRINT AND MAIL	695.00
06/06/2017	175376	MUNICIPAL CODE CORPORATION	809.02
06/06/2017	175377	NAPA AUTO PARTS	222.85
06/06/2017	175378	NETWORKFLEET, INC	560.28
06/06/2017	175379	NICHOLAS BORNEO	44.00
06/06/2017	175380	OFFICE EXPRESS	1,011.44
06/06/2017	175381	OKINAWAN KARATE CLUB	795.20
06/06/2017	175382	ORCHARD, HILTZ & MCCLIMENT INC	4,389.00
06/06/2017	175383	PARK ATHLETIC SUPPLY	1,008.50
06/06/2017	175384	PARKER ALLEN	95.00
06/06/2017	175385	PARKWAY SERVICES, INC.	690.00
06/06/2017	175386	PGA OF AMERICA	559.00
06/06/2017	175387	PHOEBE KINCH	32.00
06/06/2017	175388	PLAY ENVIRONMENTS	1,835.00
06/06/2017	175389	POLO FIELDS EAST LLC	1,100.00
06/06/2017	175390	PREFERRED TONER SOLUTIONS	79.95
06/06/2017	175391	PRIORITY SYSTEMS	196.54
06/06/2017	175392	RAND ROBINSON	140.00
06/06/2017	175393	REGINALD REEVES	108.00
06/06/2017	175394	RESIDEX, LLC	3,961.60
06/06/2017	175395	RICHARD ELLSWORTH	85.00
06/06/2017	175396	RKA PETROLEUM	2,120.16
06/06/2017	175397	ROCCO LEONE	56.00
06/06/2017	175398	SAM'S CLUB DIRECT	248.74
06/06/2017	175399	SAND SALES COMPANY LLC	1,626.60
06/06/2017	175400	SETH SORRELL	30.00
06/06/2017	175401	SIGNS BY TOMORROW	558.50
06/06/2017	175402	SITEONE LANDSCAPE SUPPLY, LLC	77.57
06/06/2017	175403	SOUTHERN COMPUTER WAREHOUSE	112.98
06/06/2017	175404	SPARTAN DISTRIBUTORS	27,958.07
06/06/2017	175405	STANDARD PRINTING	150.00
06/06/2017	175406	STANTEC	17,931.78
06/06/2017	175407	START RESCUE	566.65
06/06/2017	175408	START SMART SPORTS DEVELOPMENT	964.96
06/06/2017	175409	STATE OF MICHIGAN	2,684.33
06/06/2017	175410	TARGET INFORMATION	100.23
06/06/2017	175411	TERRY CONDIT	108.00
06/06/2017	175412	THOMSON REUTERS - WEST PAYMENT CTR	2,782.16
06/06/2017	175413	TIME EMERGENCY EQUIPMENT	2,185.95
06/06/2017	175414	TINA HOTCHKISS	1,024.00
06/06/2017	175415	TODD BARBER	4,400.00
06/06/2017	175416	TRACTOR SUPPLY COMPANY	159.96
06/06/2017	175417	TRAVIS ERBY	164.50
06/06/2017	175418	ULLIANCE	51.50
06/06/2017	175419	UNIVERSITY TRANSLATORS	453.48
06/06/2017	175420	UPS STORE	229.60
06/06/2017	175421	VICTORY LANE	116.25
06/06/2017	175422	W.J. O'NEIL COMPANY	385.00
06/06/2017	175423	WASHTENAW ASSESSORS ASSOC.	50.00
06/06/2017	175424	WASHTENAW COMMUNITY COLLEGE#	318.43
06/06/2017	175425	WASHTENAW COUNTY LEGAL NEWS	130.00
06/06/2017	175426	WASHTENAW COUNTY ROAD COMMISSION	1,823.05
06/06/2017	175427	WASHTENAW COUNTY TREASURER	1,292.60
06/06/2017	175428	WASHTENAW COUNTY TREASURER	2,110.00
06/06/2017	175429	WASHTENAW INTERMEDIATE	462.41
06/06/2017	175430	WASHTENAW URGENT CARE	645.00
06/06/2017	175431	WEINGARTZ	209.75
06/06/2017	175432	WILLIS FEED MILL	156.83
06/06/2017	175433	XAVIER KINCH	22.00
06/06/2017	175434	YPSILANTI COMMUNITY	3,363.49
06/06/2017	175435	YPSILANTI COMMUNITY SCHOOLS - WR	450.31
06/06/2017	175436	YPSILANTI COMMUNITY SCHOOLS - YP	675.44
06/06/2017	175437	YPSILANTI DISTRICT LIBRARY	406.60
06/06/2017	175438	YPSILANTI TOWNSHIP PETTY CASH	184.09
06/06/2017	175439	ZEP SALES & SERVICE	203.61

AP TOTALS:

Total of 147 Checks:	293,617.31
Less 0 Void Checks:	0.00
Total of 147 Disbursements:	<u>293,617.31</u>

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



ACCOUNTING DEPT

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

JUNE 20, 2017 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	486,579.22
HAND CHECKS -	\$.00
CREDIT CARD PURCHASES-	\$	<u>2,430.06</u>
GRAND TOTAL -	\$	489,009.28

Choice Health Care Deductible – MAY 2017

ACH EFT -	\$	43,830.87
ADMIN FEE -	\$	1,207.50 (APR)

A/P checks

Check Date	Check	Vendor Name	Amount
Bank AP AP			
06/20/2017	175440	A & R TOTAL CONSTRUCTION, INC.	220.56
06/20/2017	175441	ALIENVault INC	2,600.00
06/20/2017	175442	ALLGRAPHICS CORPORATION	59.00
06/20/2017	175443	AMAZON.COM	165.92
06/20/2017	175444	AMERIGAS - YPSILANTI	413.57
06/20/2017	175445	ANN ARBOR CLEANING SUPPLY	423.39
06/20/2017	175446	ANNETTE GONTARSKI	95.23
06/20/2017	175447	APPLIED IMAGING	2,334.59
06/20/2017	175448	AUTO VALUE YPSILANTI	151.66
06/20/2017	175449	AUTOMATIC IRRIGATION SUPPLY	135.59
06/20/2017	175450	AUTUMN HALLIWILL	24.00
06/20/2017	175451	BASIL UDEH	90.00
06/20/2017	175452	BELLE TIRE	361.64
06/20/2017	175453	BEST ASPHALT	199,327.40
06/20/2017	175454	BSN SPORTS	820.24
06/20/2017	175455	CALEB DRUMMER	51.00
06/20/2017	175456	CALEB HALE	60.00
06/20/2017	175457	COLD CUT KRUISE	67.80
06/20/2017	175458	COMPLETE BATTERY SOURCE	328.95
06/20/2017	175459	CONGDON'S	78.14
06/20/2017	175460	CONTI	14,817.00
06/20/2017	175461	EMERGENT HEALTH PARTNERS	6,073.99
06/20/2017	175462	FASTENAL	199.73
06/20/2017	175463	FONDRIEST ENVIRONMENTAL, INC	499.00
06/20/2017	175464	GOLF COURSE SUPERINTENDENTS	380.00
06/20/2017	175465	GOOSEWORKS, LLC	1,866.66
06/20/2017	175466	GORDON FOOD SERVICE INC.	417.16
06/20/2017	175467	GOVERNMENTAL CONSULTANT	2,850.00
06/20/2017	175468	GRAINGER	486.71
06/20/2017	175469	HEIKKINEN PRODUCTIONS	120.00
06/20/2017	175470	HERITAGE-CRYSTAL CLEAN, LLC	294.58
06/20/2017	175471	HOME DEPOT	152.35
06/20/2017	175472	HOPPE DESIGN	2,500.00
06/20/2017	175473	HORNUNG'S	127.95
06/20/2017	175474	J & R TRACTOR, LLC	457.19
06/20/2017	175475	JAMES LOCKRIDGE	100.00
06/20/2017	175476	JOSEPH SMITH	53.00
06/20/2017	175477	JULIE KOPENHAFFER	100.00
06/20/2017	175478	KADEN KUMPELIS	40.00
06/20/2017	175479	KAREN LOVEJOY ROE	218.07
06/20/2017	175480	KENNETH FERRELL	84.00
06/20/2017	175481	KEVIN LAWSON	10.00
06/20/2017	175482	LANSING SANITARY SUPPLY, INC	92.33
06/20/2017	175483	LONGS AUTOMOTIVE INC	180.00
06/20/2017	175484	LOOKING GOOD LAWN	11,000.00
06/20/2017	175485	MCLAIN AND WINTERS	114,354.98
06/20/2017	175486	MCMASTER-CARR	80.04
06/20/2017	175487	MEADOWBROOK, INC.	55.00
06/20/2017	175488	MIA SORRELL	10.00
06/20/2017	175489	MICHAEL BODARY	60.00
06/20/2017	175490	MICHAEL SEMEYN	30.00
06/20/2017	175491	MICHIGAN LINEN SERVICE, INC.	809.47
06/20/2017	175492	MICHIGAN RECREATION & PARK ASSOC	715.00
06/20/2017	175493	MITCHEL SEMEYN	30.00
06/20/2017	175494	MUZZALL GRAPHICS	340.27
06/20/2017	175495	NAPA AUTO PARTS	110.00
06/20/2017	175496	NICHOLAS BORNEO	20.00
06/20/2017	175497	NYE UNIFORM EAST	205.52
06/20/2017	175498	O'BRYANS LOCK & KEY*	287.96
06/20/2017	175499	OFFICE EXPRESS	229.51
06/20/2017	175500	OSCAR W. LARSON CO.	509.15
06/20/2017	175501	PAIGE HATFIELD	15.00
06/20/2017	175502	PAMELA LEWIS	100.00
06/20/2017	175503	PARKER ALLEN	40.00
06/20/2017	175504	PARKWAY SERVICES, INC.	125.00
06/20/2017	175505	PEPSI BEVERAGES COMPANY	233.28
06/20/2017	175506	PHOEBE KINCH	20.00
06/20/2017	175507	PITTSFIELD CHARTER TOWNSHIP	1,645.00
06/20/2017	175508	PLUNKETT COONEY	337.50
06/20/2017	175509	RADARSIGN, LLC	6,230.00
06/20/2017	175510	RAND ROBINSON	120.00
06/20/2017	175511	REGINALD REEVES	54.00
06/20/2017	175512	RESERVE ACCOUNT	10,000.00
06/20/2017	175513	RESIDEX, LLC	3,212.74
06/20/2017	175514	RKA PETROLEUM	4,503.22
06/20/2017	175515	ROYAL ROOFING	57,600.00
06/20/2017	175516	RUBBER STAMPS UNLIMITED INC	16.87
06/20/2017	175517	SAM'S CLUB DIRECT	503.22

06/15/2017 02:07 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 175440 - 175539

Check Date	Check	Vendor Name	Amount
06/20/2017	175518	SAM'S CLUB DIRECT	15.00
06/20/2017	175519	SETH SORRELL	20.00
06/20/2017	175520	SITEONE LANDSCAPE SUPPLY, LLC	642.97
06/20/2017	175521	SPARTAN DISTRIBUTORS	8,373.91
06/20/2017	175522	SPEARS FIRE & SAFETY SERVICE	243.00
06/20/2017	175523	STANDARD PRINTING	385.00
06/20/2017	175524	STERICYCLE INC	192.82
06/20/2017	175525	TANYA ANTHONY	100.00
06/20/2017	175526	TARGET INFORMATION	83.23
06/20/2017	175527	TERRY CONDIT	54.00
06/20/2017	175528	TODD BARBER	1,875.00
06/20/2017	175529	TRACTOR SUPPLY COMPANY	492.94
06/20/2017	175530	TRANSUNION RISK & ALTERNATIVE	70.00
06/20/2017	175531	UNITED STATES TREASURY	352.56
06/20/2017	175532	UNIVERSITY TRANSLATORS	531.10
06/20/2017	175533	W.J. O'NEIL COMPANY	4,815.56
06/20/2017	175534	WASHTENAW COUNTY BAR ASSOC.	170.00
06/20/2017	175535	WASHTENAW COUNTY BAR ASSOC.	170.00
06/20/2017	175536	WASHTENAW COUNTY LEGAL NEWS	185.00
06/20/2017	175537	WASHTENAW COUNTY SHERIFF'S OFFICE	3,491.00
06/20/2017	175538	WASHTENAW URGENT CARE	785.00
06/20/2017	175539	YPSILANTI MEALS ON WHEELS	10,000.00

AP TOTALS:

Total of 100 Checks:	486,579.22
Less 0 Void Checks:	0.00
Total of 100 Disbursements:	<u>486,579.22</u>

Check Date Check Vendor Name Description **CREDIT CARDS** Amount

Bank CARDS COMERICA COMMERICAL CARD

06/15/2017	20(E)	COMERICA BANK	ERGONOMICAL WIRELESS VERTICALMOUSE	95.70
			MAT FOR VARIDESK	49.86
			MAT FOR VARIDESK	49.86
			2 DOUBLE BEDS VIEW NS	329.67
			DIGITAL MARKETING SEMINAR	144.00
			MICHIGAN CHAPTER I.A.A.I. ARSON SCHOOL	275.00
			YTOWN.ORG DOMAIN REGISTRATION	65.87
			FRAMES FOR ART MENTOR PROGRAM	122.89
			BALL CHAIR	79.95
			REGISTRATION FEE FOR CERTIFICATION EXAMI	60.00
			REGISTRATION FEE FOR APRIL SALLEY TO TAK	60.00
			PDQ DEPLOY LICENSE SYNC	107.26
			STANDUP DESK	495.00
			VARIDESK (ITEM#49967)	495.00
				<u>2,430.06</u>

CARDS TOTALS:

Total of 1 Checks:	2,430.06
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<u>2,430.06</u>

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
May 1, 2017 THROUGH May 31, 2017

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	5,533,041.65	1,793,211.56	2,029,660.88	5,296,592.33
101 - Payroll	139,087.54	629,404.03	610,290.40	158,201.17
101 - Willow Run Escrow	142,732.60	24.24	0.00	142,756.84
206 - Fire Department	4,245,107.51	2,454.94	364,544.98	3,883,017.47
208 - Parks Fund	28,873.85	14.61	308.28	28,580.18
212 - Roads/Bike Path/Rec/General Fund	1,351,497.32	4,056.65	5,136.44	1,350,417.53
226 - Environmental Services	3,313,156.77	4,323.86	194,902.30	3,122,578.33
230 - Recreation	62,400.33	71,736.23	105,120.63	29,015.93
236 - 14-B District Court	297,178.81	196,600.83	105,256.86	388,522.78
244 - Economic Development	67,394.74	34.43	0.00	67,429.17
248 - Rental Inspections	190,968.87	23,183.71	22,028.52	192,124.06
249 - Building Department Fund	799,858.78	105,601.10	53,974.45	851,485.43
250 - LDFA Tax	19,297.69	9.85	0.00	19,307.54
252 - Hydro Station Fund	491,668.06	55,234.10	15,349.91	531,552.25
266 - Law Enforcement Fund	5,878,315.44	726,365.82	551,742.02	6,052,939.24
280 - State Grants	18,442.63	9.41	0.00	18,452.04
301 - General Obligation	5,183.17	2.66	0.00	5,185.83
397 - Series "B" Cap. Cost of Funds	31,068.82	15.83	0.00	31,084.65
398 - LDFA 2006 Bonds	22,751.10	7,729.50	0.00	30,480.60
498 - Capital Improvement 2006 Bond Fund	338,187.71	56.52	7,714.00	330,530.23
584 - Green Oaks Golf Course	208,689.03	254,974.81	71,021.56	392,642.28
590 - Compost Site	604,063.81	49,323.76	110,852.66	542,534.91
595 - Motor Pool	212,458.40	104.51	11,146.02	201,416.89
701 - General Tax Collection	88,068.64	10,516.44	3,491.58	95,093.50
703 - Current Tax Collections	63,594.20	1,901.39	12,352.45	53,143.14
707 - Bonds & Escrow/GreenTop	1,344,826.16	24,302.13	21,780.41	1,347,347.88
708 - Fire Withholding Bonds	123,999.90	21.06	0.00	124,020.96
893 - Nuisance Abatement Fund	70,977.38	11,475.47	1,560.28	80,892.57
ABN AMRO Series "B" Debt Red. Cap.Int.	3,754.58	0.00	0.00	3,754.58
GRAND TOTAL	25,696,645.49	3,972,689.45	4,298,234.63	25,371,100.31

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #9**

June 20, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$102,325.00

Budget for new required election equipment and training. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$34,590.00
		Net Revenues	<u><u>\$34,590.00</u></u>
Expenditures:	APPOINTED OFFICIALS	101-215-000-704.000	\$4,000.00
	PROFESSIONAL SERVICES	101-215-000-801.000	\$2,500.00
	EQUIPMENT	101-215-000-977.000	\$28,090.00
		Net Expenditures	<u><u>\$34,590.00</u></u>

Request to increase budget to purchase a Toro mower. The cost of the mower is not to exceed the estimated cost of \$60,816 and the requested increase to the budget is \$40,816. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$40,816.00
		Net Revenues	<u><u>\$40,816.00</u></u>
Expenditures:	Equipment	101-774-000-977.000	\$40,816.00
		Net Expenditures	<u><u>\$40,816.00</u></u>

Budget for DTE to install an 2 overhead LED street light along William Ave between S Pasadena Ave & Emerson Ave. These streetlights will eventually be placed on the special assessment tax roll for reimbursement back to the general fund, but for now it will be fund by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,919.00
		Net Revenues	<u><u>\$1,919.00</u></u>
Expenditures:	Street Light - Construction/Conversion	101-956-000-926.050	\$1,919.00
		Net Expenditures	<u><u>\$1,919.00</u></u>

Request to Budget for new furniture and fixtures in the Civic Center. We are in need of office furniture for Supervisor Stumbo on the second floor, as well as replacing some furniture that is well over 20 years old and breaks apart when trying to move. We are also in need of some desks that are ergonomically correct to promote health and wellness. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$25,000.00
		Net Revenues	<u><u>\$25,000.00</u></u>
Expenditures:	Cap Outlay - Furniture & Fixtures	101-970-000-975.135	\$25,000.00
		Net Expenditures	<u><u>\$25,000.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #9**

June 20, 2017

206 - FIRE FUND

Total Increase \$9,350.00

Request to Budget for OHM to provide the engineering services for replacement of existing concrete parking lot, curbs and driveways at 222 S Ford Blvd. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.00	\$9,350.00
		Net Revenues	<u><u>\$9,350.00</u></u>
Expenditures:	Capital Outlay Fire Station	206-970-000-976.005	\$9,350.00
		Net Expenditures	<u><u>\$9,350.00</u></u>

Motion to Amend the 2017 Budget (#9):

Move to increase the General Fund budget by \$102,325 to \$9,489,761 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$9,350 to \$5,098,019 and approve the department line item changes as outlined.

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-8909
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

May 24, 2017

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer
Mike Radzik, OCS Director
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

- Re: 1. Confirmation of My Telephone Conversation With WRAD Attorney Alan Wallace on Monday, May 22, 2017 Wherein I Acknowledged the Receipt of the "First Amendment to Comprehensive Development Agreement" Seeking a One Year Extension as it Pertains to WRAD's "...Right of First Refusal" to Acquire the 22 Acre Property Owned by Ypsilanti Township that is Located Adjacent to Tyler Pond which Option is Scheduled to Expire on June 1, 2017, a Copy of the First Amendment Being Attached Hereto**
- 2. Letter to Attorneys Wallace and Asciutto Confirming that the Option Deadline of June 1, 2017 Has Been Extended Pursuant to the Direction of the Township's Full Time Elected Officials Until the Next Township Board Meeting Which is Scheduled for June 20, 2017 Wherein the One Year Option Extension Request will be Considered by the Board**

Dear Board Members and Director Radzik:

As a follow up to my previous letter dated **May 18, 2017**, this will confirm that on Friday, **May 19** I received an email from WRAD Attorney Alan Wallace wherein


Township Board
Re: WRAD and ACM
May 24, 2017
Page 2

he attached a draft copy of the proposed "**First Amendment to Comprehensive Development Agreement**" seeking an one year extension of WRAD's "**Right of First Refusal**" to acquire the 22 acre property owned by the Township that is located adjacent to Tyler Pond. I have attached for your convenience a copy of my letter dated **May 18** setting forth *inter alia* the basis for the request of the one year extension.

Inasmuch as the **June 1** option deadline will expire prior to the next Township Board meeting, I have advised Attorneys Wallace and Ascitutto that said deadline has been extended pursuant to the direction of the Township's full time elected officials until the next regular meeting of the Township Board which is scheduled for Tuesday, **June 20, 2017**. As also stated to both attorneys, I do not have any objections to the request for an one year extension and will be recommending that said extension be granted as both WRAD and ACM continue to complete Phase 1A of the Highway Loop.

If after review of this correspondence and attachments you have any questions or if I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

js/encl

cc: Trustees
Alex Mamo
Richard Carlisle
Ben Carlisle
Eric Humensky
Dennis O. McLain

FIRST AMENDMENT TO COMPREHENSIVE DEVELOPMENT AGREEMENT

This First Amendment to Comprehensive Development Agreement (“**First Amendment**”) is hereby entered into as of the ____ day of May, 2017, by and among WILLOW RUN ARSENAL OF DEMOCRACY LANDHOLDINGS LIMITED PARTNERSHIP, a Michigan limited partnership (“**WRAD**”), AMERICAN CENTER FOR MOBILITY, a Michigan non-profit corporation (“**ACM**”), and the CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation (“**Township**”); together with WRAD and ACM, the “**Parties**” and each, without distinction, a “**Party**”).

RECITALS:

A. The Parties entered into that certain Comprehensive Development Agreement dated November 4, 2016 (the “**Agreement**”) with regard to the “Property” and the “Project” as such terms are defined and more particularly described in the Agreement.

B. The Parties desire to amend paragraph 5(a) of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Agreement, the Parties hereby agree as follows:

1. One (1) Year Extension of Right of First Refusal for Acquisition of Township Parcel. Section 5(a) of the Agreement is amended such that the exclusive right of first refusal granted by the Township to WRAD for the acquisition of the Township Parcel shall be **extended for one (1) year and shall expire on June 1, 2018.**

2. Defined Terms. Capitalized terms used in this First Amendment but not defined herein shall have the meanings ascribed to them in the Agreement.

3. Conflict. In the event of a conflict between or ambiguity created by the terms of the Agreement and this First Amendment, the terms of this First Amendment shall control.

4. Ratification. In all other respects, the Parties hereby reinstate and reaffirm all of the covenants, agreements, terms, conditions and other provisions of the Agreement and hereby agree that the Agreement is in full force and effect as modified by this First Amendment.

5. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed copies may be sent by email, or facsimile transmission which shall be conclusive legal evidence of original signatures.

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the date first written above.

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

By Willow Run Land Management Services,
General Partner

By: _____
Charles A. Fiedler, President

AMERICAN CENTER FOR MOBILITY, a
Michigan non-profit corporation

By: _____
John Maddox, President and CEO

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: _____
Brenda L. Stumbo, Township Supervisor

And by: _____
Karen Lovejoy Roe, Township Clerk



OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT

Collaborative solutions for a promising future

415 W. Michigan Avenue
Ypsilanti, MI 48197

734.544.6748 (P)
734.544.6749 (F)

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facebook.com/washtenawoced
www.opportunitywashtenaw.org

June 7, 2017

Supervisor Brenda Stumbo
Tilden R. Stumbo Civic Center
7200 S. Huron River Drive
Ypsilanti, MI 48197

Dear Supervisor Stumbo,

Washtenaw Urban County wishes to amend the Cooperative Agreement with Ypsilanti Township. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Cooperation Agreement between Washtenaw Urban County and Ypsilanti Township originated **in 2002** as follows:

Amend each collective reference to the Community Development Block Grant and HOME grants to also include the Emergency Solutions Grant (ESG), as follows:

On Page 1, add the following language **in bold**:

“THAT the County shall have final responsibility for selecting Community Development Block Grant (and HOME **and Emergency Solutions Grant**, where applicable) activities and annually filing a Consolidated Plan with HUD.”

On Page 2, add the following language **in bold**:

“THAT the qualification period of this agreement as defined in the HUD regulations and guidelines shall be Federal Fiscal Years 2018, 2019 and 2020, and such additional period of time for the purpose of carrying out activities funded by **Community Development Block Grants, Emergency Solutions Grant, and Home Investment Partnership Program grants** from Federal Fiscals years 2018, 2019 and 2020 appropriations and from any program income generated from the expenditure of such funds; further that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's urban county qualification notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's urban county qualification notice; and”

On Page 3, add the following language **in bold**:

“THAT this Agreement remains in effect until the CDBG (and HOME **and Emergency Solutions Grant**, where applicable) funds and income received with respect to activities carried out during the three year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the County and Community may not terminate or withdraw from this agreement while this agreement remains in effect; and”



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June 7, 2017

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Amend page 2 of the Agreement to add the following language:

“THAT the Community will not sell, trade, or otherwise transfer all of any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.”

All other terms and conditions remain the same as in the original contract.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator

APPROVED FOR CONTENT:

Ypsilanti Township

Andrea Plevak, Director
Office of Community and Community Development

Accepted by _____

Original: Clerk
Contractor
cc: Department
Purchasing

CHARTER TOWNSHIP OF YPSILANTI

Resolution 2017-13

Authorizing the State of Michigan, Michigan Department of State and the Charter Township of Ypsilanti, Washtenaw County, Help America Vote Act (HAVA) Grant Application and Agreement, including Schedule B License Agreement for Verity Software, for Voting System Hardware, Firmware and Software, RE: Master Contract 071B7700128-Hart Intercivic, Inc.

WHEREAS, the Charter Township of Ypsilanti wishes to apply to the Secretary of State for a grant to purchase a new voting system, which includes precinct tabulators, Absent Voter County Board (AVCB) tabulators and accessible voting devices for use by individuals with disabilities, and

WHEREAS, funding for the new voting system will be provided by the State of Michigan, and will include a combination of Federal Help America Vote Act and State of Michigan appropriated funds, and

WHEREAS, the Charter Township of Ypsilanti plans to begin implementation of the new voting system in November of 2017; and

WHEREAS, the Washtenaw County Clerk is requesting approval of the Help America Vote Act (HAVA) Grant Application and Agreement with the State of Michigan for the New Voting System Hardware, Firmware and Software, RE: Master Contract 071B7700128-Hart Intercivic, Inc. by June, 2017;

NOW, THEREFORE BE IT RESOLVED that Karen Lovejoy Roe, Clerk, Charter Township of Ypsilanti is authorized to submit the Help America Vote Act (HAVA) Grant Application and Agreement as Grant Manager and Supervisor Stumbo and Clerk Lovejoy Roe are authorized to sign the Grant Application and Agreement, including Schedule B License Agreement for Verity Software on behalf of the Charter Township of Ypsilanti, Washtenaw County on this day of June 20, 2017.

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

Clerk's Office

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

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Karen Lovejoy Roe, Clerk *KLR*

Date: June 9, 2017

Subject: **June 20, 2017 Board Agenda Items Related to New Voting Equipment:**
1) Resolution Authorizing State of Michigan, Department of State And Washtenaw County, Township of Ypsilanti, Help America Vote Act (HAVA) Grant Application & Agreement, including Schedule B License Agreement for Verity Software, for Voting System Hardware, Firmware and Software, RE: Master Contract 071B7700128- Hart Intercivic, Inc. 2) Purchase of Backup/Absentee Counting Board Voting Equipment, Accessories and Maintenance (years 6-10, 2022-2026) and Authorization for Hart to Remove Old Equipment and Salvage as negotiated by State of Michigan, 3) Budget Amendment for Backup/Absentee Counting Board Voting Equipment, Accessories, and Training

The State of Michigan, Michigan Department of State is requiring all municipalities in the State of Michigan to purchase and utilize new election equipment beginning in 2017. All of Washtenaw County will be utilizing new voting equipment in the November 7, 2017 election. Washtenaw County selected Hart Intercivic, Inc. out of three vendors to provide election equipment to all Washtenaw County municipalities.

On the Tuesday, June 20, 2017 board agenda there are several items related to the requirement to implement the new equipment by the November 2017 election.

The State of Michigan is providing a Grant Application/ Agreement as the mechanism by which Ypsilanti Township must apply to receive the Federal HAVA and State-appropriated funded voting systems, including optical scan tabulators and accessible voting devices, pursuant to the Federal Help America Vote Act (HAVA) of 2002.

On the agenda is a request to approve Resolution 2017-13, authorizing myself, Clerk Karen Lovejoy Roe to submit the Grant Application/ Agreement as Grant Manager and to authorize Supervisor Brenda Stumbo and myself, Clerk Karen Lovejoy Roe to sign the Grant Application/ Agreement, including Schedule B License Agreement for Verity Software on behalf of the Charter Township of Ypsilanti. Also included in the packet is the grant application/agreement with the State of Michigan, Department of State and Washtenaw County, Ypsilanti Township and the Schedule B License Agreement for the Verity Software.

The grant has requirements that all municipalities must meet regarding maintaining records and files related to the ordering, delivery, testing, maintenance and repairs of voting systems. The Clerk's office is developing plans to provide for the safe storage of all new voting equipment and for proper inventory control measures to insure that Ypsilanti Township meets the requirements of the Grant. Ypsilanti Township will maintain detailed documentation for a period of not less than six (6) years from the date of Contract termination (10 Years), the date of submission of the final expenditure report or until any litigation and audit findings have been resolved, whichever is later. Ypsilanti Township must have proper physical inventory of the equipment, and must have adequate controls to ensure safeguards to prevent loss, damage or theft of the property. The Township must have maintenance procedures to insure the property is maintained in good condition. The Grant Application/ Agreement will use Federal and State Funds to pay for the basic precinct equipment for 19 precincts and the Absentee Counting Board for Ypsilanti Township. This includes 1 tabulator per precinct, 1 ballot storage container per precinct, 1 accessible device/with stands and 1 printer per polling location (14 locations for Ypsilanti Township), one memory card (vDrive) per device, one security key per jurisdiction, and wireless modems for transmission of election results. The Grant Application/Agreement will also pay for three (3) tabulators for the Absentee Count Board for Ypsilanti Township. Also provided in the Grant Application/Agreement are all maintenance costs for the basic equipment for 5 years, 2017-2021. The Grant Application/Agreement will provide \$256,840 for all the cost of the equipment plus 5 years of maintenance for Ypsilanti Township. This is \$173,000 for the equipment and \$83,840 for the 5-year maintenance on all equipment (\$16,768 per year).

There is another Agenda item requesting approval to purchase additional election equipment, accessories, training and equipment maintenance for years 6-10 (grant pays for maintenance for years 1-5) with the maintenance costs to be paid in total in approximately July 2021 in the amount of \$75,456 and to authorize Hart to remove and salvage the old equipment as negotiated by the State of Michigan.

The additional costs will include the purchase of five (5) additional tabulators at the cost of \$5,000 per tabulator. These tabulators are the back-up tabulators in case of a break down and extra tabulators needed for the Absentee Count Board during the Presidential Elections. The accessories not included in the Grant are 3 battery chargers (\$540 each,) 10-memory cards (\$45 each) and 10 batteries (\$102 each). Equipment maintenance costs for years 6-10 is \$75,456 or \$15,091.20 per year (this is a 10%

savings of \$8,384.00 if paid before the beginning of year 5) and is not included in the Grant. Also the cost of training with Washtenaw County is \$2,500.

Finally, the cost of training election inspectors on the new equipment will be approximately \$4,000.00. This is based upon training 80 inspectors four hours each , 40 at \$12.00 per hour and 40 at \$13.00 per hour.

A budget amendment for \$34,590 is requested on the agenda for all the costs listed above for the new election equipment, training and maintenance.

If you have any questions please call me at 734.484.4700 work or 734.260.6578 cell.

cc: Files

**State Of Michigan
Michigan Department of State
And
Washtenaw County
Township of Ypsilanti
Help America Vote Act (HAVA) Grant Agreement
Voting System Hardware, Firmware and Software
RE: Master Contract
071B7700128 - Hart Intercivic, Inc.**

This Grant Agreement is the mechanism by which Counties, Cities, and Townships apply to the State of Michigan to receive Federal HAVA and State-appropriated funded voting systems, including optical scan tabulators, accessible voting devices and Election Management System (EMS) software, pursuant to the Federal Help America Vote Act (HAVA) of 2002.

Definitions:

"*Contractor*" means the voting system vendor selected by the county.

"*County*" means any county within the State of Michigan.

"*Department*" means the Michigan Department of State.

"*Grantee*" means the county or local jurisdiction entering into this *Grant Agreement*.

"*Local Jurisdiction*" means any city or township within the State of Michigan.

"*Voting Systems*" means optical scan tabulators, accessible voting devices (for use by voters with disabilities), and EMS software (as applicable) acquired by the counties and local jurisdictions statewide and funded by State-appropriated and Federal HAVA funds.

1. Period of Agreement

The *Grant Agreement* process applies to voting system purchases occurring between March 1, 2017 and April 30, 2018.

2. Program, Budget and Agreement

This *Grant Agreement* is to establish a grant program to use State-appropriated and Federal HAVA funds to acquire and implement replacement voting systems throughout the state. Each county, with the involvement of the local jurisdictions within the county, will select one Contractor for the entire county and will develop a countywide implementation plan to replace its voting systems.

Once the county certifies its Contractor selection to the Department, the county will provide the Department with its implementation plan for individual local jurisdictions participating in each planned purchasing phase. The Department will verify the number of voting systems authorized for purchase using State-appropriated and Federal HAVA funds. If changes are required after the *Grant Agreement* is signed and approved, instructions for amending the *Grant Agreement* will be provided and the Grantee will be required to enter into a new *Grant Agreement*.

This grant program only covers the acquisition and implementation of the voting system selected by each county, and the individual voting system components which will be funded utilizing available State-appropriated and Federal HAVA funds. Approved quantities of each voting system component have been determined by the Department and are listed in Section 15 of this *Grant Agreement*.

The Michigan Department of Technology, Management and Budget has entered into a Master Contract with each approved Contractor, which has established maximum statewide prices for each voting system component. The Department has established the available level of grant funding for each component of each Contractor's voting system. State-appropriated and Federal HAVA funding provided via this *Grant Agreement* covers the purchase of the voting system, the software license fee for the EMS software for the full 10-year contract term, and the *initial* service and maintenance period for all components (which covers the acquisition year, plus 4 additional years). The Master Contract includes an *extended* service and maintenance period beyond the *initial* service and maintenance period, for an additional five-year period. Costs for the *extended* service and maintenance period and other additional costs, if any, are the sole responsibility of each individual county / local jurisdiction.

All Contractors will be required to enter into a "purchase agreement" with each local jurisdiction and county in those counties that have selected that Contractor. Typically, this document is the purchase agreement provided by the Contractor. The terms and conditions of the local purchase agreements shall not contradict the Master Contract. The terms of the Master Contract will supercede any conflicting terms in the local purchase agreements.

Each Contractor will enter into a software license agreement with each county and any local jurisdictions that receive EMS. The license agreement shall not contradict any terms contained in the Master Contract. The terms of the Master Contract supercede any conflicting terms in the license agreement.

The Department will initiate voting system orders at the county level, once all *Grant Agreements* for the county are submitted and approved for the designated purchasing phase. Once voting systems have been delivered, tested, and accepted by each Grantee in the county for the designated purchasing phase, the Department will release the State/HAVA funds to the Contractor.

3. General

The individual submitting the *Grant Agreement* must have the proper authority to do so, and must certify in Section 16 of this *Grant Agreement* that this authority has been granted. Examples of authority include, but are not limited to, a resolution from the Board of County Commissioners, City Council or Township Board authorizing the individual submitting the *Grant Agreement* to execute the *Grant Agreement* on behalf of the county, city, or township.

4. Performance

Each Grantee will certify and sign the *Grant Agreement* and forward it to the Department per the instructions provided. The Department will review and, once approved, will provide the Grantee with a copy of this fully-executed *Grant Agreement*, which will serve as Notice of the Grant Award. The Department will initiate equipment orders directly with the Contractor, and will provide the Grantee with the *Acceptance Certificate & Payment Authorization Form*, which must be submitted by the Grantee to the Department within 10 business days of voting system delivery. This form indicates acceptance of equipment and payment authorization.

The Grantee is responsible for overseeing its contractual agreement with the Contractor and is responsible for ensuring Contractor performance. Any subsequent malfunction or performance issue with the voting system must be addressed by the Grantee directly with the Contractor. The Grantee is responsible for maintaining any and all Contractor performance records. The Grantee has the sole responsibility to verify Contractor compliance with delivery dates, terms and conditions of delivery, and equipment verification and testing in accordance with the statewide Master Contract for the Grantee's selected Contractor. The Grantee will be solely responsible for additional costs incurred that are not covered by service, maintenance and warranty provisions in the Master Contract.

Grant funding is not provided for the purchase of additional ("backup") voting systems. The Grantee will be responsible for developing and implementing a backup strategy to ensure continued operation on Election Day, in the event of voting system failure in any individual precinct.

5. Testing, Acceptance and Payment

1. Successful acceptance testing of the voting system shall be completed within 10 business days from the date of delivery.
2. Upon completion of all acceptance testing, the Grantee must complete the State-issued *Acceptance Certificate & Payment Authorization Form* and forward the completed form to the Department.
3. This form will indicate the date of delivery, successful completion of acceptance testing, and will provide authorization to the Department to release funds to the Contractor.
4. Payment to the Contractor shall be made in accordance with the Master Contract with the Grantee's selected Contractor.

6. Ownership of Equipment and Software Purchases: Title

Any voting system purchased pursuant to this *Grant Agreement* is the property of the Grantee.

7. Optional Purchases

If the Grantee desires to purchase additional items beyond those authorized in this *Grant Agreement*, it may do so at its sole expense, outside of this *Grant Agreement*. No State or HAVA funds will be available for such purchases. Prices established via the Master Contract are extended to counties and local jurisdictions by the Contractors for these purposes.

8. Records Maintenance/Retention

The Grantee will maintain a complete set of records and files related to the ordering, delivery, testing, maintenance, and repairs of voting systems. The Grantee shall assure all the terms of this *Grant Agreement* are adhered to and that records and detailed documentation regarding this grant shall be maintained for a period of not less than six (6) years from the date of Contract termination, the date of submission of the final expenditure report or until any litigation and audit findings have been resolved, whichever is later.

9. Management Requirements

Grantee must maintain property records that include a description of the property; a serial number or other identification number; acquisition date; cost of the property; location, use and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property (if any). Grantee must also maintain records showing 93% Federal participation in the cost of the property.

Grantee must perform a physical inventory of the property and reconcile the results with the property records at least once every two years.

Grantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated by the Grantee and reported to the Department.

Grantee must develop adequate maintenance procedures to keep the property in good condition. Grantee agrees to maintain extended service and maintenance coverage for the voting system in years 6-10 of the Master Contract, after the expiration of the initial service and maintenance period. If the Grantee fails to maintain extended service and maintenance coverage for the full Contract period, the Department may require Grantee to pay the Department the full amount of voting system grant funds paid to the vendor for the Grantee's county, city or township.

10. Disposition.

When the voting system acquired under this grant is no longer needed, the Department must be notified. Disposition of the equipment will be made as follows:

- Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Department.
- Disposition of EMS software must follow the terms of the Contractor's Software License Agreement.

11. Authorized Access

The Grantee will permit, upon reasonable notification and at reasonable times, access to all records regarding this *Grant Agreement* by the Department and other representatives duly authorized by State or Federal law.

12. Mandatory Conditions

A. Statutory or Regulatory Requirements

The Master Contract for the Grantee's selected Contractor must be incorporated and made a part of the ensuing contract between the Grantee and the Contractor, as a condition for grant approval. The Grantee will comply with applicable Federal and State laws, guidelines, rules and regulations in carrying out the terms of this *Grant Agreement*.

Laws

This is a State of Michigan *Grant Agreement* and is governed by the laws of the State of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.

Funding

This *Grant Agreement* is subject to and contingent upon the availability and appropriation of Federal funds and any necessary State appropriation.

Costs

The State will not assume any responsibility or liability for costs incurred in relation to this grant.

Cancellation

The Department may cancel the *Grant Agreement* upon failure to comply with the terms of this grant.

Entire Agreement

The *Grant Agreement* shall represent the entire agreement between the State and Grantee and supercedes any prior oral or written agreements, and all other representations between the parties relating to this subject. The State reserves the right to require counties and local jurisdictions to attend required training sessions with regard to new equipment purchases made under HAVA.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this *Grant Agreement* shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the *Grant Agreement*.

B. Other

Additional terms and conditions may be negotiated in the contract between the Grant Applicant and the Contractor as long as they do not conflict with the required terms and conditions of this *Grant Agreement* and Master Contract with the Grantee's selected Contractor.

13. Administration of Agreement

The Grant Manager on behalf of the Department for this *Grant Agreement* and the final *Grant Agreement* will be:

Jeremy Lange, Office of Financial Services
Michigan Department of State
430 W Allegan St., 4th Floor
Lansing, MI 48933
517.335.1952
LangeJ1@michigan.gov

All questions, comments and correspondence regarding this grant process, the *Grant Agreement* and the final *Grant Agreement* must be submitted in writing to the Grant Manager.

14. Completed Agreement

In order to complete this *Grant Agreement*, it must be filled out in its entirety by completing all indicated fields* below, and must be signed by the individual authorized by the county or local jurisdiction to enter into this agreement. The signed grant must be scanned and submitted electronically via the Elections eLearning Center, with the original returned to the Department via US Mail.

15. Voting Systems Authorization

Note: Grant Applicant to fill in all fields indicated (*) below:

This *Grant Agreement* is between the Michigan Department of State and:

**Washtenaw County
Township of Ypsilanti**

*Grant Manager for County, City, or Township (point of contact for the State):

*Name	Karen Lovejoy Roe
*Title	Clerk
*Office Address	7200 S. Huron River Dr., Ypsilanti, MI 48197
*Office Phone	734.484.4700
*Office Email Address	Klovejoyroes@town.org

Authorized Voting System Component Totals:

Number of Precinct Tabulators Authorized for State-Federal Funding:	19
Number of Absent Voter Counting Board Tabulators Authorized for State-Federal Funding: (funded at precinct tabulator price) *	3
Number of Accessible Voting Devices Authorized for State-Federal Funding:	14
EMS Software Authorized for State-Federal Funding:	No None

16. Special Certification/Signature

The following signatory certifies that the person signing is authorized to sign and enter into this *Grant Agreement*. Further, the signatory has reviewed and agrees to the conditions as outlined in this *Grant Agreement*, and has personally examined and is familiar with the information submitted here, as well as the requirements of the Help America Vote Act, under which this grant has been submitted.

For the COUNTY OR LOCAL JURISDICTION:

*Name: Karen Lovejoy Roe / Brenda L. Stumbo

*Title: Clerk / Supervisor *Date: June 20, 2017

*Signature

For the STATE OF MICHIGAN, DEPARTMENT OF STATE:

Cindy Paradine, Director, Office of Financial Services

Signature

Date



**SCHEDULE B LICENSE AGREEMENT
Hart InterCivic, Inc.**

VERITY

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“**Agreement**”), entered into effective as of _____, 201__ (“the **Effective Date**”) by and between Hart InterCivic, Inc., a Texas corporation (“**Hart**”) and the Customer set forth below (“**Customer**”), sets forth the terms and conditions pursuant to which Customer may procure or license from Hart certain software (“**Software**”) for use in connection with certain hardware (“**Hardware**”). Hart will provide Software support services (“**Software Support Services**”), and/or design, engineering, software development, project management, operational training, election event support, and/or other services (“**Professional Services**”), from time to time pursuant to that certain Standard Contract Terms dated as of the Effective date between Hart and Customer (“**Contract**”). Hardware and Software may be referred to as “**Products**” and Software Support Services and/or related services and/or Professional Services may be referred to as “**Services**.” Products may be “**Hart Hardware**,” and “**Hart Proprietary Software**,” (i.e. “**Hart Products**”) or “**Third Party Hardware**” and “**Sublicensed Software**” (i.e. “**Third Party Products**”). The foregoing may be referred to together as the “**Verity system**.” Capitalized terms not otherwise defined herein have the meanings assigned to them in the Contract.

Hart agrees to sell or provide to Customer Software and Services according to this Agreement and the Contract, which includes all Schedules, Attachments and Exhibits hereto and thereto. Customer agrees to all terms and conditions of this Agreement and the Contract, which includes all Schedules, Attachments and Exhibits hereto and thereto.

Agreed and Accepted:

Customer

Hart

Jurisdiction: _____

Executed By: _____

Name: _____

Phillip W. Braithwaite

Title: _____

CEO

This Agreement is not effective until executed by both parties.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.



1. **RESERVED.**

2. **PRICING AND PAYMENT**

- 2.1. **Software Subscription and License Fee:** The “**License Fee**” is the fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any) and support (a “**License and Support Subscription**”) for the Term (defined below). Pricing for the License Fee is included within the Schedule C Cost Tables. Pricing for subsequently ordered License and Support Subscriptions beyond the Term shall be mutually agreed between the parties.
- 2.2. **Other Services.** Pricing and payment for Professional Services for custom software development shall be set forth in the Contract or if not specified, as agreed between Hart and Customer.
- 2.3. **Payment.** The License Fee is due upon receipt of Deliverables and the EMS Software.

3. **RESERVED.**

4. **SOFTWARE SPECIFIC TERMS**

- 4.1. **License.** Subject to the terms and conditions of this Agreement, during the Term, Hart grants to Customer (i) a personal, nonexclusive, nontransferable and limited license to use the Hart Proprietary Software (which includes firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer’s internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing. Customer’s use of the Software will be limited to the number of licenses specified in the applicable quotation or as set forth in a Statement of Work executed as part of the Contract. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. Such embedded third party software is distinguished from “Sublicensed Software” which is stand-alone software not part of Hart Proprietary Software. See Exhibit B for a listing of Sublicensed Software, if any
- 4.2. **Records and Audit.** Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Customer agrees that during the Term, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer’s compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, shall make such payment then due, including appropriate historical payments without limiting Hart’s remedies.
- 4.3. **Restrictions**
- 4.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; (iii) Customer shall not modify the Hardware or Software and (iv) Customer shall not attempt to access or derive any source code. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section [31] of the Contract and the licenses and sublicenses granted under Section 3.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under the Contract; (iii) Hart will have no further installation obligations. Furthermore, if



Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 4.1, Hart reserves its rights to enforce its patents with respect to those claims.

- 4.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.
- 4.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, B, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.
- 4.3.4. Customer shall not publish any results of benchmark tests run on any Software.
- 4.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

5. DOCUMENTATION

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation. Customer may make unlimited hard copies for internal business purposes.

6. PROPRIETARY RIGHTS

- 6.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, bug fixes, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, bug fixes, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Hart Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart. For the purposes of this Agreement and the Contract, Hart Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement and the Contract.
- 6.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. For purposes of clarity, Hart agrees to make modifications required pursuant to Section 1.5 (D) in the Statement of Work in accordance with the Contract. Such proposals, modifications, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, modifications, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product updates, without



restriction or obligation. Subject to Section 1.5(D) in the Statement of Work, Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.

- 6.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims, unless prohibited under Michigan law.

7. SOFTWARE SUPPORT SERVICES

- 7.1. **Description of Software Support Services.** Subject to the terms and conditions of this Agreement, Hart will provide Customer the Software Support Services described in Section 1.6 in the Statement of Work. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 8. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Customer.

8. WARRANTY

- 8.1. **Limited Warranties.** The Hart Products carry the limited warranties set forth in Section [31] of the Contract, subject to any disclaimers or exclusions set forth therein.
- 8.2. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 7 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition;; (l) servicing or support not authorized by Hart; or (m) Force Majeure. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart's review and approval of any system changes outside the original system specifications within this Contract. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

9. RESERVED.

10. CUSTOMER RESPONSIBILITIES

- 10.1. **Cooperation.** Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder for the purposes of facilitating customer service. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely



access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

- 10.2. **Site Preparation.** Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.
- 10.3. **Site Maintenance; Proper Storage.** Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.
- 10.4. **Use.** Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with applicable manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.
- 10.5. **Backups.** Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

11. TERM AND TERMINATION

11.1. Term.

The term of this Agreement is 10 years from the date of purchase, and any extension thereof by the State or Authorized User.

- 11.2. **Renewals.** Authorized Users' may renew License and Support Subscriptions for successive periods of one (1) year following the end of the Term upon mutual agreement of the parties. In such event, the parties will mutually agree to an addendum to this Agreement with respect to the terms and conditions applicable to such renewal term(s). Customer must pay the Annual Fee invoiced by Hart for such renewals. Each renewal License and Support Subscription term will be one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.
- 11.3. **Effect of Expiration and Termination.** Sections 4.2-4.3, 6, 8.2, 11.3, and 12-13 shall survive any termination or expiration of this Agreement. All other rights and obligations (including licenses) shall be of no further force or effect.

12. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 12.1. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES REFERENCED IN SECTION 8 OF THIS AGREEMENT (WHICH REFERENCES SECTION 31 OF THE CONTRACT), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT. FOR PURPOSES OF CLARITY, THE DISCLAIMERS SET FORTH IN SECTION 31(E) OF THE CONTRACT ALSO APPLY TO THIS AGREEMENT.
- 12.2. **Limitations of Liability.** THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 25 OF THE CONTRACT APPLY TO THIS AGREEMENT AND ARE HEREBY INCORPORATED BY REFERENCE HEREIN. FOR PURPOSES OF CLARITY, CLAIMS OF ANY KIND (WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE MADE OR ALLEGED UNDER THIS AGREEMENT WILL BE DEEMED TO BE CLAIMS UNDER THE CONTRACT (AND CLAIMS OF ANY KIND UNDER THE CONTRACT WILL BE DEEMED TO BE CLAIMS UNDER THIS AGREEMENT) AND PAYMENTS WITH RESPECT THERETO WILL COUNT TOWARD A PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS SECTION 12.2 AND SECTION 25 OF THE CONTRACT. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT AND THE CONTRACT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE



BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

13. GENERAL PROVISIONS

- 13.1. **Entire Agreement.** This Agreement is considered Schedule B of the Contract, and it, along with all other Schedules, Exhibits and Attachments to the Contract are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement, the Contract and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of the Contract will govern; provided that Sections 4 and 6 of this Agreement will govern in the event of any such conflict. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.
- 13.2. **Interpretation.** This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.
- 13.3. **GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS.
- 13.4. **Severability.** Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.
- 13.5. **Compliance with Laws.** Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.
- 13.6. **Trademarks.** Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.



Exhibit A

Definitions

"*Hart*" means Hart InterCivic, Inc., a Texas corporation.

"*Verity Access™*" means the audio tactile interface (ATI) CONTROLLER created by Hart as an add-on component to a Verity Touch™ that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

"*Verity Print™*" means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker's selection of the voter's ballot style or precinct on the Verity Print interface.

"*Verity Controller™*" is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

"*Verity Scan™*" means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

"*Verity Election Office*" means Hart InterCivic's software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

"*Verity Touch™*" means the Verity Touch™ electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

"*Verity Touch Writer™*" means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter's selections on the electronic interface or the Verity Access ATI controller.

"*Verity Voting*" means Hart InterCivic's family of voting system components designed to conform to federal voting system standards.

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Exhibit B

HART PROPRIETARY AND SUBLICENSSED SOFTWARE

Hart Proprietary Software Licensed to Customer via annual subscription:

ITEM NUMBER	DESCRIPTION	NUMBER OF LICENSES

Licensed Location is the jurisdiction named on the signature page of this Agreement.

Software Sublicensed to Customer via annual subscription:

None

(The rest of this page has been intentionally left blank.)



Quote Number 00002937
 Account Name Ypsilanti Charter Township, MI
 Grand Total \$25,000.00

Item	Description	Unit Price	Quantity	Total Price
Verity Scan	Digital ballot scanner with remote transmission capability	\$5,500.00	5	\$27,500.00
Subtotal				\$27,500.00
Special Discount				(\$2,500.00)
Grand Total				\$25,000.00

Annual Service and Maintenance (Years 6-10)

Item	Description	Unit Price	Quantity	Total Price
Service and Maintenance - Verity Scan	Annual Service and Maintenance fee for Verity Scan in years 6-10	\$564.00	27	\$15,228.00
Service and Maintenance - Verity Touch Writer w/ Access	Annual Service and Maintenance fee for Verity Touch Writer w/ Access in years 6-10	\$515.00	14	\$7,210.00
Total Annual Service & Maintenance				\$22,438.00
Annual Service & Maintenance Discount				(\$5,670.00)
Grand Total Annual Service & Maintenance				\$16,768.00

Bill To 7200 S Huron River Dr. Ship To 7200 S Huron River Dr.
 Ypsilanti, MI 48197 Ypsilanti, MI 48197

Customer Contact

Contact Name Lisa Garrett Email lgarrett@ytown.org
 Phone (734) 484-4700

General Information

Expiration Date 7/8/2017 Instructions Please fax with signature to or scan and email to
 Payment Terms Net 30 kclakeley@hartic.com to order.

Terms and Conditions

Special Discount provided above reflects a \$500.00 discount on the unit price of Verity Scan, resulting in a unit price of \$5,000.00.

Annual Service & Maintenance Discount provided above reflects a \$140.00 discount on the unit price of Verity Scan Service and Maintenance for years 6-10 and a \$135.00 discount on the unit price of Verity Touch Writer w/ Access Service and Maintenance for years 6-10. The resulting unit prices are as follows:
 - Service and Maintenance – Verity Scan: \$424.00
 - Service and Maintenance – Verity Touch Writer w/ Access: \$380.00

Hart will provide a 10% discount on Annual Service & Maintenance for years 6-10 if customer pays in full before the start date of year 5 (to be determined based on ship date; estimated deadline is July 2021). The resulting annual unit prices



Quote Number

00002937

Account Name

Ypsilanti Charter Township, MI

Grand Total

\$25,000.00

with this discount are:

- Service and Maintenance – Verity Scan: \$381.60
- Service and Maintenance – Verity Touch Writer w/ Access: \$342.00

Hart Approval

Prepared By Karen Clakeley Title Director, Strategic Accounts

Signature *Karen G. Clakeley*

Customer Approval

Name: _____

Title: _____

Customer Approval: _____

Date: _____

Charter Township of Ypsilanti

RESOLUTION 2017-14

Authorizing the Charter Township of Ypsilanti to Exercise its “First Right of Refusal” and to Purchase from Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit Under the Authority of the General Property Tax Act the Real Properties Described Herein Located In Ypsilanti Township, Michigan

WHEREAS, on or about **March 31, 2017** Washtenaw County Treasurer Catherine McClary, Acting in her capacity as the **Foreclosing Governmental Unit** (FGU) under the Authority of the **General Property Tax Act** (GPTA) foreclosed upon certain properties in the Washtenaw County Circuit Court due to delinquent real property taxes.

The **“List of Tax Foreclosed Properties”** for **2017** last revised on **May 10, 2017** (See Exhibit 1) was received by Ypsilanti Township Clerk **Karen Lovejoy Roe** from Washtenaw County Treasurer McClary which contained *inter alia* the following Ypsilanti Township properties which set forth the amount of unpaid delinquent taxes and are described as follows:

1. 1636 Bailey St.

Parcel No.: K-11-02-308-020

Minimum Bid: \$10,642.00

Legal Description:

YP #76-150 Lot 150 Lay Garden Subdivision

2. 1212 E. Clark Road

Parcel No.: K-11-03-128-008

Minimum Bid: \$20,434.00

Legal Description:

YP#133-13 W 15.15' Lot 100 & E 34.85' Lot 101 Washtenaw Concourse No.2

3. 679 Calder Ave.

Parcel No.: K-11-11-435-017

Minimum Bid: \$12,645.00

Legal Description:

YP# 90-21 Lot 388 South Devonshire Subdivision No. 2. 679 Caider

WHEREAS, the Court of Appeals for the State of Michigan in an unanimous decision released for publication on **April 5, 2011** entitled **“City of Bay City vs Bay County Treasurer”** held that under the GPTA that **“. . . the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with Plaintiff’s council. Furthermore, because MCL 211.78(m)(1) creates a mandatory legal duty on Defendant’s part to sell the property to Plaintiff granting him no discretion to decide not to sale such property, the statute does not empower a county treasurer . . . to make an independent determination as to a municipality’s professed ‘public’ purpose”** a copy of the Court of Appeals decision being attached hereto and incorporated by reference and labeled Exhibit 2; and

WHEREAS, from 2007 through 2016 Ypsilanti Township has seen over 3,000 foreclosures which make up approximately thirty-three (33%) of all foreclosures that have occurred during this time period in Washtenaw County even though the Township’s population is only fifteen (15%) of the County’s total population; and

WHEREAS, this unprecedented record number of foreclosures in Ypsilanti Township resulted in a significant loss of tax revenue to the Township while also having a direct and negative effect upon the residential property values Township wide; and

WHEREAS, this record number of foreclosures in the Township destabilized a number of residential streets located within the Township’s residential subdivisions and greatly contributed to a number of residential neighborhoods becoming predominantly rental properties which further contributed to the destabilization of residential properties; and

WHEREAS, the Charter Township of Ypsilanti in an effort to stabilize the Township’s existing residential neighborhoods entered into a partnership with Habitat for Humanity for acquiring and rehabilitating

residential properties located in the Township for homeowner occupancy which has resulted in increased neighborhood stabilization and has prevented further deterioration of existing residential subdivisions throughout the Township while also resulting in the increase of property values and the tax base in the Township; and

WHEREAS, Habitat has notified the Township of its desire to acquire additional residential properties in the Township for rehabilitation and resale to homeowners which further promotes the Township's Board stated policy of neighborhood stabilization; and

WHEREAS, the Ypsilanti Township Board of Trustees has determined and hereby finds that the exercise of its **"First Right of Refusal"** to acquire the above listed properties constitutes a **"Public Purpose"** as set forth in the Court of Appeals case entitled **"City of Bay City vs Bay County Treasurer"** since it is imperative that in order for the Township to achieve its stated public purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons for homeownership as opposed to being utilized as rental/investment properties; and

WHEREAS, the Township has been advised by the Washtenaw County Treasurer's Office that the minimum bid price for all of the above listed properties total **\$43,721.00**;

NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

1. That the Township hereby finds and determines that the exercise of its **"First Right of Refusal"** pursuant to the General Property Tax Act as further defined in the Court of Appeals case entitled

“City of Bay City vs Bay County Treasurer” to purchase the properties hereinabove listed located in the Township of Ypsilanti, Washtenaw County, State of Michigan, constitutes a **“Public Purpose”** since it is imperative that in order for the Township to achieve its stated public purpose of neighborhood stabilization and to prevent further deterioration of residential property values that the Township continues in its ongoing efforts with Habitat for Humanity to increase homeownership by acquiring residential properties in the Township for resale to Habitat who will rehabilitate said properties that in turn will be resold to persons for homeownership as opposed to being utilized as rental/investment properties.

2. That the Township hereby notifies Washtenaw County Treasurer Catherine McClary Acting in her Capacity as the Foreclosing Governmental Unit that the Township desires to purchase the above listed properties under the Township’s **“First Right of Refusal”** for the minimum bid of each property which totals **\$43,721.00**.

3. That the Township authorizes the payment of **\$43,721.00** for the purpose of acquiring the above listed properties pursuant to the Township’s **“First Right of Refusal”** for the **“Public Purpose”** as defined herein.



List of Tax Foreclosed Properties
Auctions will start on 7/21, 8/25, 9/29, & 11/3/2017

Washtenaw County, Michigan

Please Note: The Treasurer has the right to withdraw any property on this list prior to the auction. Please contact the office for up to date information.

All bidding is done online. Please read the terms and conditions before bidding.

All attempts were made for accuracy and proof-reading. Please report any errors you may find to taxes@ewashtenaw.org

Catherine McClary, CPFO, CPFIM
 Washtenaw County Treasurer

Phone: 734-222-6600


Fax: 734-222-6632

Email: taxes@ewashtenaw.org

Parcel Identification Number	Address and Municipality	Auction Date	2017 Assessed Value x 2**	Minimum Bid***	Legal Description
K -11-01-100-018	1236 Ridge Rd Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/21/2017	\$91,200	\$16,279	YP#1-14B COM AT N 1/4 POST OF SEC, TH S 00 DEG 19' W 1251.92 FT IN N&S 1/4 LINE FOR A PL OF BEG, TH S 00 DEG 19' W 109.98 FT IN N&S 1/4 LINE, TH N 88 DEG 07' E 200.00 FT TH S 00 DEG 19' W 50 FT, TH N 88 DEG 07' E 1160.51 FT TO THE E LINE OF W FRL 1/2 OF NE FRL 1/4, TH N 1 DEG 35' E 160.18 FT IN THE E LINE OF W FRL 1/2 OF NE FRL 1/4, TH S 88 DEG 09' W 1364.01 FT TO THE PL OF BEG, BEING A PART OF W FRL 1/2 OF NE FRL 1/4 SEC. 1 T3S R7E 4.77 AC.
K -11-02-307-021	1636 Holmes Rd Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/21/2017	\$13,200	\$5,573	YP#76-162 LOT 162 & LOT 163 LAY GARDEN SUBDIVISION.
K -11-02-308-020	1636 Bailey St Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/21/2017	\$35,600	\$10,642	YP#76-150 LOT 150 LAY GARDEN SUBDIVISION.
K -11-02-406-003	Holmes Rd Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/21/2017	\$8,200	\$1,614	YP# 67-82 LOT 82 GROVE PARK SUB'D.
K -11-03-128-008	1212 E Clark Rd Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/21/2017	\$50,000	\$20,434	YP#133-13 W 15.15' LOT 100 & E 34.85' LOT 101 WASHTENAW CONCOURSE NO 2.
K -11-07-160-011	271 N Hewitt Rd Ypsilanti, MI 48197 Charter Township of Ypsilanti	7/21/2017	\$35,200	\$8,463	YP#102-388 LOT 389 WASHTENAW CLUB VIEW SUBDIVISION.
K -11-10-380-021	923 Ecorse Rd Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/25/2017	\$145,600	\$35,098	YP# 93-51 LOTS 184 & 187 STURTEVANT MANOR SUBDIVISION NO. 1.
K -11-11-435-017	679 Calder Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/21/2017	\$43,000	\$12,645	YP# 90-21 LOT 388 SOUTH DEVONSHIRE SUBDIVISION NO. 2. 679 CAIDER
K -11-13-352-015 K -11-13-352-016	Watson St Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/21/2017	\$54,000	\$10,212	YP#104-1507: LOTS 1827 - 1832 INCL. WATSONIA PARK SUBDIVISION. YP#104-1506: LOT 1826 WATSONIA PARK SUBDIVISION.

** Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

*** Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.



List of Tax Foreclosed Properties
Auctions will start on 7/21, 8/25, 9/29, & 11/3/2017
Washtenaw County, Michigan

*Please Note: The Treasurer has the right to withdraw any property on this list prior to the auction. Please contact the office for up to date information.
 All bidding is done online. Please read the terms and conditions before bidding.
 All attempts were made for accuracy and proof-reading. Please report any errors you may find to taxes@ewashtenaw.org*

Catherine McClary, CPFO, CPFIM
 Washtenaw County Treasurer

Phone: 734-222-6600
 Fax: 734-222-6632
 Email: taxes@ewashtenaw.org

Parcel Identification Number	Address and Municipality	Auction Date	2017 Assessed Value x 2**	Minimum Bid***	Legal Description
K -11-14-284-010	1417 Gattegno St Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/21/2017	\$10,000	\$3,656	YP#110H-63 LOT 685 WESTWILLOW UNIT NINE.
K -11-24-240-018	2572 Hearthside Dr Ypsilanti, MI 48198 Charter Township of Ypsilanti	8/25/2017	\$15,600	\$6,400	YP# 69A-40 LOT 40 HURON HEARTHSIDES SUB.
K -11-24-242-025	2404 Lakeview Ave Ypsilanti, MI 48198 Charter Township of Ypsilanti	7/21/2017	\$27,800	\$5,205	YP# 69A-21B: LOT 20, EXCEPT THE W 65.0 FT, ALSO W 4 FT OF LOT 21 AND N 1/2 OF VACATED ALLEYHURON HEARTHSIDES SUB. SPLIT ON 07/24/2012 WITH K -11-24-242-024 INTO K -11-24-242-025, K -11-24-242-026;

** Per Michigan Constitution, assessed value shall not exceed 50% of true cash value (Article 9, Section 3).

*** Includes all delinquent taxes, interest, penalties, fees, costs, and expenses.

Positive

As of: June 10, 2014 4:58 PM EDT

City of Bay City v. Bay County Treasurer

Court of Appeals of Michigan
April 5, 2011, Decided
No. 294556

Reporter: 292 Mich. App. 156; 807 N.W.2d 892; 2011 Mich. App. LEXIS 609

CITY OF BAY CITY,
Plaintiff/Counterdefendant-Appellant, v BAY COUNTY
TREASURER, Defendant/Counterplaintiff-Appellee.

Subsequent History: As Amended December 22, 2011

Prior History: [***1] Bay County Circuit Court. LC No. 08-003598-CZ.

Core Terms

public purpose, properties, moot, expeditiously, convey, trial court, municipalities, efficiently, foreclosing, township, village, purchase the property, mandatory, parcels, legal duty, constitutes, conditions, tax-foreclosed, unambiguous, argues, governmental unit, selling property, settlement offer, delinquent, elected, parties, legislative function, defendant argues, speculative, mandamus

Case Summary

Procedural Posture

Plaintiff city appealed an order from the Bay County Circuit Court (Michigan), which, following a bench trial, denied the city's request for declaratory and mandamus relief to require defendant county treasurer to convey a tax-foreclosed property to the city.

Overview

The county named its treasurer as the foreclosing governmental unit for purposes of *MCL 211.78m(1)*. The city informed the treasurer that it wished to purchase the foreclosed property, along with certain other parcels, and sent a check to the treasurer in the correct amount. The treasurer determined that he was not obligated to sell unless he was satisfied that the property would serve a public purpose by generating tax revenue efficiently and expeditiously. While the appeal was pending, the treasurer offered to settle the suit by conveying the property to the city. The court determined that the offer to settle, which had not been accepted, did not render the case moot because a party could not unilaterally render a case moot by changing the status quo during the appeal. The court held that the treasurer lacked discretionary authority to

impose conditions on a public purpose that were not found within the clear and unambiguous language of *MCL 211.78m(1)*, which created a mandatory legal duty on the treasurer's part to sell the property to the city. The determination of a public purpose for the city's purchase of tax-foreclosed property was a legislative function of the city.

Outcome

The court reversed the trial court.

LexisNexis® Headnotes

Civil Procedure > ... > Justiciability > Mootness > Real Controversy Requirement

HN1 A party can not obliterate an opponent's appeal, on the basis of mootness, by so changing the status quo during the appeal that they can then argue it is impossible to return to the situation that existed when the appeal was filed. A party's strategic choice not to cut its losses by settling does not make a lawsuit moot. A desire for a favorable precedent will not prevent a case from becoming moot, but the fact that such a desire figures in the decision not to abandon or settle a suit does not make the suit moot. This reasoning is persuasive where a defendant has offered a settlement, but a full and complete settlement has yet to be reached and there continues to be, though with an offer of settlement on the table, an ongoing controversy. A defendant may not unilaterally render a case moot by changing the status quo during the appeal.

Civil Procedure > ... > Writs > Common Law Writs > Mandamus

Civil Procedure > Appeals > Standards of Review > Abuse of Discretion

Civil Procedure > Appeals > Standards of Review > De Novo Review

HN2 A trial court's decision regarding a writ of mandamus is reviewed for an abuse of discretion. A trial court abuses its discretion when its decision falls outside the range of reasonable and principled outcomes. However, whether the defendant had a clear legal duty to perform and whether the plaintiff had a clear legal *right* to the performance of that duty are questions of law, which are reviewed de novo. Similarly, the appellate court

reviews de novo the legal question of the interpretation of a statute.

Civil Procedure > ... > Writs > Common Law Writs > Mandamus

HN3 Mandamus is appropriate where (1) the plaintiff has a clear legal *right* to the performance of the specific duty sought, (2) the defendant has a clear legal duty to perform, (3) the act is ministerial, and (4) no other legal or equitable remedy exists that might achieve the same result.

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

HN4 See MCL 211.78m(1).

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

HN5 MCL 211.78m(1) clearly and unambiguously provides that if the state elects not to purchase tax-foreclosed property under its *right of firstrefusal*, a city, village, or township may purchase the property for a public purpose.

Governments > Legislation > Interpretation

HN6 If the language in a statute is clear and unambiguous, a court assumes that the legislature intended its plain meaning, and the statute must be enforced as written. A court may read nothing into an unambiguous statute that is not within the manifest intent of the legislature as derived from the words of the statute itself. Similarly, a court should not judicially legislate by adding language to the statute.

Governments > Legislation > Interpretation

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

HN7 The determination of what constitutes a public purpose is primarily the responsibility of the legislature, and the concept of public purpose has been construed quite broadly in Michigan. Accordingly, it is not for the courts to read into MCL 211.78m(1) restrictions or conditions on what constitutes a public purpose that are not within the language of the statute itself and which essentially usurp the legislature's authority to determine what constitutes a public purpose.

Tax Law > ... > Real Property Taxes > Collection of Tax > Tax Deeds & Tax Sales

HN8 The determination of public purpose is an essentially legislative function. The review of an action of the legislature for compliance with the law is an essentially judicial function. The language of MCL 211.78m(1) contemplates no discretionary or decision-making role for any executive body. Indeed, the role of the foreclosing

governmental unit (FGU) in a city's purchase of property is essentially administrative, as well as mandatory: If property is purchased by a city, village, township, or county under this subsection, the FGU shall convey the property to the purchasing city, village, township, or county within 30 days. The statute's use of the word "shall" indicates a mandatory act, not a permissive one. The determination of a proper purpose for the purchase of tax delinquent property is a legislative function, vesting such determinations with the city's council. Furthermore, because MCL 211.78m(1) creates a mandatory legal duty on the FGU's part to sell the property to the municipality, granting no discretion to decide not to sell such property, the statute does not empower the FGU to make an independent determination as to the municipality's professed public purpose. Pursuant to MCL 211.78m, the selling of property is a mandatory act by the FGU, not a discretionary one.

Judges: Before: FORT-HOOD, P.J., and BORRELLO and STEPHENS, JJ.

Opinion by: STEPHEN L. BORRELLO

Opinion

[**894] [*157] BORRELLO, J.

Plaintiff appeals as of *right* the trial court's order denying its claim to declaratory and [*158] mandamus relief following a bench trial. For the reasons set forth in this opinion, we reverse.

I. FACTS

The relevant facts are largely undisputed. Under the current statutory tax-foreclosure scheme, the state of Michigan has a *right of firstrefusal* to purchase any tax-foreclosed properties in the state. MCL 211.78m(1). If the state declines to purchase a property, the city, village, or township within whose limits the property is located may purchase it "for a public purpose." *Id.* The price of purchase (referred to as the "minimum bid") is set at what the minimum bid would be if the property were being auctioned off, which is determined by adding all taxes, interest, and fees owed on the property, so that the foreclosing governmental unit (FGU) breaks even on the property. MCL 211.78m(11). Before 1999, the state administered the tax-foreclosure scheme in every Michigan county. In 1999, the Legislature passed Public Act 123, which allowed counties to "opt-in" and replace the [***2] state as the FGU, administering foreclosures within their jurisdictions. MCL 211.78(3), as amended by 1999 PA 123. On December 14, 2004, Bay County elected to name its treasurer, defendant, as its FGU.

Starting in 2005, defendant, as the FGU, began foreclosing on properties, but plaintiff did not seek to purchase any

foreclosed properties until 2008. In 2008, defendant foreclosed on 16 parcels within plaintiff's limits. Plaintiff informed defendant that it wished to purchase four of the parcels and forwarded a check to defendant in the amount of the total of the minimum bids for the four parcels. Defendant determined [**895] that he was not obligated to sell the parcels to plaintiff unless he was satisfied that plaintiff would be returning the property to a position in which the property would [*159] generate tax revenue. Following defendant's determination, officials of plaintiff and Bay County met to discuss the issue and come to an understanding, but they were not able to reach an agreement. On August 22, 2009, plaintiff filed this action against defendant for declaratory and mandamus relief. Plaintiff sought a declaration that its stated public purpose for the parcels [***3] was valid and a writ of mandamus directing defendant to transfer title to the parcels.

The properties sought by plaintiff were located at 105 West Thomas, 1216 Park Avenue, 606 Wilson, and 1906 Broadway. In its complaint, plaintiff stated its public purpose was "to reduce the number of vacant tax reverted properties within [plaintiff]'s limits thereby minimizing the real and present dangers they present and to remove certain blighted conditions present on the subject properties" and that, through redevelopment of the properties, plaintiff "will ensure a healthy and growing tax base."

Both parties moved for summary disposition, with plaintiff arguing that there were only two conditions placed on the conveyance of property: that plaintiff tenders the purchase price to the FGU and that plaintiff has a public purpose for the property. Plaintiff argued it was undisputed that both of these requirements were fulfilled; hence, defendant had a clear legal duty to convey the properties, and plaintiff had a clear legal *right* to the performance of that duty. Defendant argued he had a statutory duty "to confirm that the municipality wants the requested property for a public purpose and that the [***4] municipality will be able to accomplish that purpose efficiently and expeditiously." He asserted that plaintiff had no public purpose for the Park Avenue, Broadway, and West Thomas properties, and that plaintiff would not be able to achieve its public purpose for the Wilson property [*160] efficiently and expeditiously. The trial court denied both parties' motions, and the case went to a bench trial.

At trial, defendant testified that it was unclear that plaintiff had a public purpose for the properties. Stephen Black, plaintiff's Deputy City Manager of Community Development, testified that plaintiff sought to acquire the Broadway property in order to tear down the building thereon and use the land as a parking lot for the adjacent property, which the city already owned. The Park Avenue

property, according to Black, presented health and safety issues because it was "severely impacted by cat urine." Black said that foreclosure of the West Thomas property presented an opportunity to eliminate a multi-family home, noting that multi-family homes generate complaints in single-family areas. The city planned to either demolish the home or redevelop it. Defendant testified that the West Thomas property [***5] was a single-family, not a multi-family, dwelling. As for the Wilson property, Black testified it was a vacant lot that the city was considering conveying to Habitat for Humanity for it to build a new home.

The trial court found for defendant with respect to the Wilson and Broadway parcels, and for plaintiff with respect to the Park Avenue and West Thomas parcels. The parties agreed that, pending appeal, defendant would not "auction, sell, or otherwise dispose of" the Park Avenue, West Thomas, and Wilson properties and that it would not convey the Park Avenue and West Thomas properties to plaintiff. Plaintiff agreed not to seek the Broadway property.

[**896] Because defendant did not appeal the decision with respect to the Park Avenue and West Thomas properties, and because plaintiff agreed not to pursue its claim to the Broadway property, the only property at issue in this appeal is the Wilson property.

[*161] II. MOOTNESS

Defendant argues on appeal that this claim is moot because he has offered to settle the suit by conveying the Wilson property to plaintiff. According to defendant, this removes any case or controversy between the parties. Defendant also argues that this does not fall into the mootness [***6] exception "carved out for those situations where . . . the issue is of public significance and likely to recur while also likely to evade judicial review." Defendant argues that it is speculative whether plaintiff will seek to purchase tax-foreclosed property from defendant again and that even if it does, it is only speculative that defendant will refuse to convey the property, and that even if both of these things occur, there will be opportunity for judicial review of the issue at that time.

Plaintiff denies the assertion that there is no case or controversy between the parties. Plaintiff argues that an offer to settle does not render a case moot unless the offer is accepted, and plaintiff has not accepted defendant's offer to convey the property in question. Plaintiff also notes that defendant has not conceded the legal points at issue in this case. Regarding the mootness exception for cases involving issues of public significance that recur but are likely to evade judicial review, plaintiff points out that, although it did not purchase any tax-foreclosed properties

in 2009, it has regularly purchased tax-foreclosed properties in the past and certainly will do so in the future. [***7] And plaintiff argues that, if defendant's settlement offer renders the issue moot, there is a possibility that the issue will evade judicial review because defendant could simply convey the property every time plaintiff challenges its refusal to do so.

In MGM Grand Detroit, LLC v Community Coalition for Empowerment, Inc., 465 Mich 303; 633 NW2d 357 (2001), the Detroit City Council passed an ordinance [*162] allowing the plaintiff to use a specified site to build a casino. Id. at 311-312 (CAVANAGH, J., dissenting). The defendant conducted a petition drive in an attempt to refer the ordinance, but the city clerk denied the petition on the ground that the ordinance was exempt from referendum. Id. at 312. The plaintiff sought a declaratory judgment that the ordinance was in fact exempt from referendum. Id. After the trial court granted the plaintiff's motion for summary disposition, the plaintiff went ahead with its casino construction, although the defendant had filed a claim of appeal with this Court. Id. at 312-313. Our Supreme Court addressed the issue of mootness in light of these developments. Justice CAVANAGH's dissent, which Justice KELLY joined, concluded that the defendant could not have [***8] the relief it sought, because even if the referendum were allowed and the ordinance defeated, the casino would remain as an allowed, prior nonconforming use of the land. Id. at 313-314. The majority rejected this conclusion, holding that HNI "a party can not [sic] obliterate an opponent's appeal, on the basis of mootness, by so changing the status quo during the appeal . . . that [it] can then argue it is impossible to return to the situation that existed when the appeal was filed." Id. at 307.

This case presents the reverse situation—defendant seeks to render the appeal moot not by making it impossible [***97] for plaintiff to have the relief it seeks, but by giving plaintiff that relief. In Bd of Ed of Oak Park & River Forest High Sch Dist 200 v Ill State Bd of Ed, 79 F3d 654, 659 (CA 7, 1996), the Seventh Circuit of the United States Court of Appeals held that a party's "strategic choice [not to 'cut its losses' by settling] does not make [a] lawsuit moot. A desire for a favorable precedent will not prevent a case from becoming moot, but the fact that such a desire figures in the decision not to abandon or settle a suit does not make the suit moot." (Citations [*163] omitted; emphasis in original.) Relative [***9] to the issues presented in this case, we find the reasoning of the Seventh Circuit persuasive. Here, defendant has offered a settlement. We note that a full and complete settlement has yet to be reached and there continues to be, though with an offer of settlement on the table, an ongoing controversy.

Additionally, as plaintiff notes, even if it received the Wilson property, this would only satisfy the mandamus

claim. Plaintiff also sought a declaratory judgment that its "stated public purpose is a valid public purpose under the laws of the State of Michigan." Because defendant will not and cannot give plaintiff such a declaration, there is still a controversy that this Court may decide. Although the nature of the action by which defendant seeks to render this case moot differs from that in MGM Grand Detroit, that case did hold that a defendant may not unilaterally render a case moot "by . . . changing the status quo during the appeal." MGM Grand Detroit, 465 Mich at 307. Similarly, the fact that plaintiff has not accepted defendant's offer to settle the suit by conveying the property to plaintiff because it desires a favorable precedent does not render the case moot. Bd of Ed of Oak Park & River Forest High Sch Dist 200, 79 F3d at 659. [***10] Accordingly, we hold that the issues presented in this case are not rendered moot by defendant's offer of settlement.

III. PUBLIC PURPOSE UNDER MCL 211.78m(1)

Plaintiff argues that MCL 211.78m requires it to have a public purpose to purchase the Wilson property and that it sought the property to build a new home, which qualifies as economic development and therefore is a public purpose. Plaintiff further contends that defendant refused to convey the property because he did not believe that the public purpose could be accomplished [*164] "efficiently" and "expeditiously." According to plaintiff, the statute only requires a public purpose and not these additional conditions. Conversely, defendant argues that the intent of MCL 211.78m will not be carried out unless properties are purchased by municipalities for a public purpose that can be efficiently and expeditiously carried out. Defendant points out that in other contexts, Michigan courts have interpreted "public purpose" to be more than just a speculative idea or a future possibility and that without a requirement of a detailed plan that can be expeditiously carried out, the "public purpose" [***11] requirement is illusory. According to the trial court, plaintiff's "proposal [regarding the Wilson property] does not promote the prosperity and general welfare of the residents of Bay City" and was "too speculative to constitute a proper public purpose."

HN2 "A trial court's decision regarding a writ of mandamus is reviewed for an abuse of discretion." Casco Twp v Secretary of State, 472 Mich. 566, 571; 701 N.W.2d 102 (2005). A trial court abuses its discretion when its decision falls outside the range of reasonable and principled outcomes. Maldonado v Ford Motor Co, 476 Mich 372, 388; 719 NW2d 809 (2006). However, "whether defendant had a clear legal duty to perform and whether plaintiff [***98] had a clear legal right to the performance of that duty . . . are questions of law, which this Court reviews de novo." Carter v Ann Arbor City

292 Mich. App. 156, *164; 807 N.W.2d 892, **898; 2011 Mich. App. LEXIS 609, ***11

Attorney, 271 Mich App 425, 438; 722 NW2d 243 (2006). Similarly, this Court reviews de novo the legal question of the interpretation of a statute. People v Moore, 470 Mich 56, 61; 679 NW2d 41 (2004); Robertson v DaimlerChrysler Corp., 465 Mich 732, 739; 641 NW2d 567 (2002).

In Tuggle v Dep't of State Police, 269 Mich App 657, 668; 712 NW2d 750 (2006), this Court [***12] held that **HN3** mandamus [*165] is appropriate where (1) the plaintiff has a clear legal **right** to performance of the specific duty sought, (2) the defendant has a clear legal duty to perform, (3) the act is ministerial, and (4) no other legal or equitable remedy exists that might achieve the same result. See also Lickfeldt v Dep't of Corrections, 247 Mich App 299, 302; 636 NW2d 272 (2001); Delly v Bureau of State Lottery, 183 Mich App 258, 260-261; 454 NW2d 141 (1990).

MCL 211.78m(1) provides, in relevant part:

HN4 Not later than the **first** Tuesday in July, immediately succeeding the entry of judgment under section 78k vesting absolute title to tax delinquent property in the foreclosing governmental unit, this state is granted the **right of firstrefusal** to purchase property at the greater of the minimum bid or its fair market value by paying that amount to the foreclosing governmental unit if the foreclosing governmental unit is not this state. If this state elects not to purchase the property under its **right of firstrefusal**, a city, village, or township may purchase for a public purpose any property located within that city, village, or township set forth in the judgment and subject to sale under [***13] this section by payment to the foreclosing governmental unit of the minimum bid. . . .

At trial, defendant seemingly conceded that plaintiff stated a public purpose for purchasing the Wilson property. On appeal, however, he argues that plaintiff's public purpose was unclear. He claims that plaintiff sought to obtain the properties "in order to minimize a 'real and present danger' and to remove 'blighted conditions on the subject properties.'" But according to the complaint, plaintiff sought the property "to reduce the number of vacant tax reverted properties within Bay City's limits thereby minimizing the real and present dangers they present and to remove certain blighted conditions present on the subject properties." [*166] And the resolution passed by plaintiff authorizing it to acquire the properties reads, in relevant part, as follows:

Whereas, the City of Bay City desires to acquire selected tax-reverted properties for the

purpose of stimulating private investment through the redevelopment of each property; and

Whereas, by improving and selling the various parcels, these economic development efforts will ensure a healthy and growing tax base

Thus, plaintiff demonstrated [***14] a public purpose beyond minimizing dangers and abating blight. Cf. Kelo v City of New London, 545 U.S. 469, 484; 125 S. Ct. 2655; 162 L. Ed. 2d 439 (2005) (rejecting the argument that economic development does not qualify as a public use in an eminent domain case and stating that "[p]romoting economic development is a traditional and long-accepted function of government").

However, defendant argues that the statutory scheme requires that the identified public purpose be capable of being efficiently and expeditiously carried out. Plaintiff asserts that the trial court's conclusion that plaintiff's plan to construct [***899] a new home on the Wilson property was too "speculative to constitute a proper public purpose" essentially incorporates the requirements that a public purpose must be executed efficiently and expeditiously. The terms "efficiently," "expeditiously," and "speculative" are not found in MCL 211.78m(1). **HN5** The statute clearly and unambiguously provides that if the "state elects not to purchase the property under its **right of firstrefusal**, a city, village, or township may purchase" the property "for a public purpose." MCL 211.78m(1). **HN6** If the language in a statute is clear and unambiguous, [***15] this Court assumes that the Legislature intended its plain meaning, and the [*167] statute must be enforced as written. Roberts v Mecosta Co Gen Hosp. 466 Mich 57, 63; 642 NW2d 663 (2002). This Court "may read nothing into an unambiguous statute that is not within the manifest intent of the Legislature as derived from the words of the statute itself." *Id.* Similarly, this Court should not "judicially legislate by adding language to the statute." Empire Iron Mining Partnership v Orhanen, 455 Mich 410, 421; 565 NW2d 844 (1997). In Advisory Opinion on Constitutionality of 1976 PA 295 & 1976 PA 297, 401 Mich 686, 696; 259 NW2d 129 (1977), our Supreme Court stated that **HN7** "the determination of what constitutes a public purpose is primarily the responsibility of the Legislature, and . . . the concept of public purpose has been construed quite broadly in Michigan." Accordingly, it is not for the courts to read into MCL 211.78m(1) restrictions or conditions on what constitutes a public purpose that are not within the language of the statute itself and that essentially usurp the Legislature's authority to determine what constitutes a public purpose.

We note that while MCL 211.78m(1) does not contain any [***16] language requiring the property to be purchased for a public purpose that can be carried out efficiently and expeditiously, such language is found in MCL 211.78(1):

The legislature finds that there exists in this state a continuing need to strengthen and revitalize the economy of this state and its municipalities by encouraging the efficient and expeditious return to productive use of property returned for delinquent taxes. Therefore, the powers granted in this act relating to the return of property for delinquent taxes constitute the performance by this state or a political subdivision of this state of essential public purposes and functions.

The reference to "efficient and expeditious return to productive use" in this legislative finding is not a constraint on the public purpose identified by a city, [*168] village, or township purchasing tax-delinquent property under MCL 211.78m(1). Rather, it is a statement of the purposes of the tax-reversion statutory scheme. Due to the perception of the Legislature that the existing statutory provisions addressing reverted properties were inefficient, the Legislature revamped the General Property Tax Act in 1999 PA 123 in order to effectuate "the efficient [***17] and expeditious return to productive use of property returned for delinquent taxes."¹ This is the [**900] public purpose of the GPTA, not the public purpose of a city, village, or township purchasing tax-delinquent property.²

It is not the prerogative of this Court to "judicially legislate by adding language to [a] statute." *Orhanen*, 455 Mich at 421. In this case, the trial court essentially imposed a constraint on what constitutes a public purpose that is not found within the language of MCL 211.78m(1). Plaintiff's stated purpose was to improve and sell the property. Whether it could do so efficiently and expeditiously was relevant to plaintiff's ability to carry out its purpose, but was not relevant to [*169] the question whether plaintiff was purchasing the property "for a public purpose" as required by MCL 211.78m(1).

We hold that the trial court erred in finding for defendant with respect to the Wilson property by adding conditions

on a "public purpose" that are not found within the clear and unambiguous language of MCL 211.78m(1). Given the evidence presented, including defendant's admission at trial that plaintiff had stated a public purpose, there was no basis for the trial court to find in favor of defendant regarding the Wilson property. Because the trial court added language to the statute to arrive at its conclusions, it abused its [***19] discretion in denying mandamus relief to plaintiff.

IV. COUNTY TREASURER'S AUTHORITY TO MAKE AN INDEPENDENT ASSESSMENT OF PUBLIC PURPOSE UNDER MCL 211.78m(1)

Plaintiff argues that MCL 211.78m(1) gives no authority to defendant to question plaintiff's determination of public purpose. According to plaintiff, such a determination is traditionally considered a legislative function, and is thus properly left to plaintiff, as a legislative body. Plaintiff contends that unless the statute says otherwise, the power to review plaintiff's decision lies in the courts, the body that traditionally reviews actions for their consistency with the laws. Finally, plaintiff argues that the proper course of action would be for defendant to obey the statute's command that it sell the property to plaintiff. If it later becomes evident that plaintiff does not have a public purpose for the property, a party with standing could bring suit to challenge the purchase of the property.

Conversely, defendant argues that it does not usurp the function of the courts for an FGU to review a municipality's determination of public purpose. Defendant [*170] contends that if the courts can review the FGU's determination, judicial review [***20] is still possible. Additionally, defendant argues that he is in the best position to determine which properties to allow municipalities to purchase at the minimum bid and which properties to put to public auction to best manage and maintain the integrity of the delinquent tax revolving fund.

As noted above, MCL 211.78m(1) requires property purchased by a municipality under the statute to be purchased "for a public purpose." The statute does not, however, specify who makes the determination whether a purpose constitutes a public purpose, nor does it specify what body, if any, may review that determination.

¹ The legislative analysis prepared for 1999 PA 123 states that the then current "tax delinquent property reversion process takes about six years to complete." House Legislative Analysis, HB 4489, July 23, 1999, p 1. In order to address this delay in returning tax-delinquent property to tax-current status, while still honoring the *rights* of property owners, the legislation revamping the tax-reversion process was proposed. *Id.*, p 2. While the use of legislative analysis has been criticized as being unpersuasive in terms of statutory construction, such analyses do have probative value in certain circumstances, see, e.g., *Kinder Morgan Michigan, LLC v City of Jackson*, 277 Mich App 159, 170; 744 NW2d 184 (2007), and continue to be cited in cases involving statutory interpretation, see, e.g., *Bush v Shabahang*, 484 Mich 156, 174 n 29; 772 NW2d 272 (2009).

² In some ways, this is an example of the classic fallacy of equivocation. The term "public purpose" is being used in two [***18] different, albeit related, ways in MCL 211.78(1) and MCL 211.78m(1).

292 Mich. App. 156, *170; 807 N.W.2d 892, **901; 2011 Mich. App. LEXIS 609, ***20

[**901] Although defendant claims that the statute empowers him to review plaintiff's determination of public purpose, he makes no argument in support of this assertion. His argument, instead, is that it will benefit the entire county if he is allowed to decide which properties are sold to municipalities and which go to auction. But this argument does not relate to the question of public purpose—instead, defendant's argument is that he should have general discretion to sell or not sell properties to municipalities on the basis of what most benefits the county.

Plaintiff argues that [***21] its council is the proper body to determine whether there is a public purpose, because it consists of "the elected representatives of the people." Horton v Kalamazoo, 81 Mich App 78, 81; 264 NW2d 128 (1978), quoting Gregory Marina, Inc v Detroit, 378 Mich 364, 394; 144 NW2d 503 (1966). Defendant points out that he is also an elected representative, elected by a larger constituency than plaintiff's council.

[*171] More to the point, however, is plaintiff's separation of powers argument. As noted previously in this opinion, our Supreme Court has stated that "the determination of what constitutes a public purpose is primarily the responsibility of the Legislature." 1976 PA 295, 401 Mich at 696; accord Gregory Marina, Inc, 378 Mich at 394-395 (T. M. KAVANAGH, C.J.) (noting that determination of public purpose is a legislative, not a judicial, question); Advisory Opinion on Constitutionality of 1986 PA 281, 430 Mich 93, 129-130; 422 NW2d 186 (1988) (stating that Michigan has "recognized a liberal version of the public purpose doctrine"). HN8 The determination of public purpose is an essentially legislative function, see MCL 211.78, and plaintiff's council is a legislative body. The review [***22] of an action of the Legislature for compliance with the law is an essentially judicial function. The language of the portion

of the statute at issue contemplates no discretionary or decision-making role for any executive body. Indeed, the FGU's role in a city's purchase of property is essentially administrative, as well as mandatory: "If property is purchased by a city, village, township, or county under this subsection, the [FGU] shall convey the property to the purchasing city, village, township, or county within 30 days." MCL 211.78m(1) (emphasis added). The statute's use of the word "shall" indicates a mandatory act, not a permissive one. People v Francisco, 474 Mich 82, 87; 711 NW2d 44 (2006).

In keeping with precedent, we hold that the determination of a proper purpose for the purchase of tax-delinquent property is a legislative function, vesting such determinations as arose in this case with plaintiff's council. Furthermore, because MCL 211.78m(1) creates a mandatory legal duty on defendant's part to sell the property to plaintiff, granting him no discretion to decide not to sell such property, the statute does not [*172] empower a county treasurer such as defendant to make [***23] an independent determination as to a municipality's professed "public purpose." Pursuant to MCL 211.78m, the selling of property is a mandatory act by defendant, not a discretionary one. For these reasons, the trial court erred to the extent it implicitly held that defendant had a *right* to review plaintiff's determination of public purpose, and it abused its discretion by denying plaintiff mandamus relief.

Reversed and remanded. No costs are awarded to either party, a public question being involved. MCR 7.216(A)(7) and MCR 7.219(A).

/s/ Stephen L. Borrello

/s/ Karen M. Fort-Hood

/s/ Cynthia Diane Stephens



170 April Dr Ste A
Ann Arbor MI 48103
(734) 677-1558
Fax (734) 677-1572
www.h4h.org

June 2, 2017

Ms. Brenda Stumbo
Township Supervisor, Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Dear Brenda:

This Letter of Intent confirms Habitat for Humanity of Huron Valley's intention to purchase the properties listed in Exhibit "A" once vacant. Habitat is interested in the purchase of the following three properties for \$43,721:

1636 Bailey, 1212 E. Clark, 679 Calder.

We truly value our partnership and look forward to continuing to help strengthen the Township with more home ownership opportunities, one house, one block and one neighborhood at a time.

Regards,

A handwritten signature in black ink, appearing to read "Rob Nissly". The signature is stylized and cursive.

Rob Nissly
Housing Director

Habitat 2017 Tax Foreclosure List - Exhibit "A"

Parcel Number	Property Address	Minimum Bid
K-11-02-308-020	1636 Bailey	\$10,642
K-11-03-128-008	1212 E. Clark	\$20,434
K-11-11-435-017	679 Calder	\$12,645

\$43,721

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2017-15

Abandoned Tax Delinquent Property

Whereas, the Charter Township of Ypsilanti Board of Trustees has determined that parcels of abandoned tax delinquent property exist; and

Whereas, abandoned tax delinquent property contributes to crime, blight, and decay with Ypsilanti Township; and

Whereas, the certification of tax delinquent abandoned property as certified abandoned property will result in the accelerated forfeiture and foreclosure of certified abandoned property under the general property tax act and return abandoned property to productive use more rapidly, therefore reducing crime, blight, and decay within Ypsilanti Township.

Now Therefore, Be It Resolved, that the Charter Township of Ypsilanti Board of Trustees hereby notifies residents and owners of property within Ypsilanti Township that abandoned tax delinquent property will be identified and inspected; and may be certified abandoned property subject to accelerated forfeiture and foreclosure under the general property tax act.

CHARTER TOWNSHIP OF YPSILANTI

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 litigation (if necessary) to abate property maintenance public nuisances located at 1659 Wismer St, 100 N Clubview, 881 Dons Dr, 553 Kansas, 1137 Nash and 1814 Carol Ann; funding is available in Nuisance Abatement Legal Services account 101-950.000-801.023 in an amount of \$60,000.**
Copy: McLain & Winters
Date: June 13, 2017

The Office of Community Standards has completed investigations of public nuisance activities at the following locations and requests authorization to engage in legal action to abate the nuisances if necessary.

1659 Wismer St

This certified rental property in the Sugarbrook neighborhood has been the subject of complaints from neighbors and tenants indicating the landlord is operated it as a rooming house in violation of residential zoning regulations. The information was verified during a parole compliance check conducted by the Michigan Department of Corrections and the Washtenaw County Sheriff's Office. The property owners are listed as Peter A. Jordan and Brent LeBlanc; the person with whom Township inspectors have had regular contact representing himself as the landlord for the past 9 years is also known as Peter Jordan. As a result of an investigation, it was determined that various tenants, many of whom are transient renters, live or have lived at the house at various times renting rooms in violation of Township zoning code. The zoning code does not permit use of single family dwellings as rooming houses. OCS staff attempted to resolve this issue last year with the person representing himself to be the landlord, who provided staff with a copy of a newly executed lease signed by him and four tenants. Since then, new tenants have moved in and out and have provided staff with copies of different leases constructed to rent individual rooms. Administrative approval was granted to initiate litigation to abate this nuisance, the lawsuit has been filed and is in the court process.

100 N Culbview Dr

This owner occupied single family home was condemned on February 21, 2017 when OCS staff responded there to assist the Washtenaw County Sheriff's Office and fire/EMS personnel on a routine welfare check. Emergency responders entered the home under exigent circumstances

CHARTER TOWNSHIP OF YPSILANTI

and provided aid to the occupant, Brenda Sims, who was found in a back room. Police and medical personnel had to climb and maneuver over an extraordinary amount of trash and other obstacles, some of which was piled to the ceiling in parts of the home. Since then, Ordinance Administrator Bill Elling has made numerous unsuccessful attempts to convince the homeowner to cooperate with family members and community volunteer groups who offered to help clean out the house at no cost. All of those efforts ultimately failed due to lack of cooperation by the homeowner. The house remains condemned in a hazardous condition due to severe fire load code violations, as well as other sanitation and plumbing violations.

881 Dons Dr

This single family vacant house located in a B-3 commercial district off E. Michigan Ave was condemned on May 15, 2017 after it was inspected by OCS staff using an administrative warrant. The house was found to have a hole in the roof, a collapsed breezeway, and other structural code violations. In addition, the grass and exterior property has been neglected. The property is owned by the estate of the late Raymond Kalusha and was most recently under control of a surviving son, Wesley Kalusha, who was known to have lived there. Efforts to hold the son responsible to abate the nuisance through district court were unsuccessful after he failed to appear for a hearing and ignored the citation.

553 Kansas Ave

This single family house was reported vacant for more than three years by neighbors who have observed wild animals entering through a hole in the roof. The OCS investigation determined that one of the owners, Thomas Dewitt, pass away in 2008; the other owner, Linda Dewitt, has not been located. OCS staff inspected the house using an administrative warrant on May 30, 2017 and subsequently condemned it. There are holes in the roof, the interior is mold and water damaged, and the exterior is blighted and has dilapidated accessory structures. This house is an eyesore and attractive public nuisance in an otherwise well maintained neighborhood.

1137 Nash Ave

This single family house was foreclosed upon by US Bank National Association on September 29, 2016 and remained occupied until March 14, 2017. On that date, OCS staff assisted deputies from the Washtenaw County Sheriff's Office investigating a breaking and entering at the house and learned that the previous owner was deceased and the house was now vacant. OCS staff also had several doors and windows secured. OCS staff followed up with US Bank, which failed to register the vacant property as required by code. An inspection was conducted on May 15, 2017 using an administrative warrant and the certificate of occupancy was revoked due to fire load and sanitation violations.

1814 Carol Ann Ave

This single family home is occupied by its owners, Wallace and Phyllis Miller, and has been under code enforcement since January 15, 2016. It was brought to the attention of OCS staff during a rental inspection across the street when broken and missing windows covered with blankets were pointed out by a concerned neighbor. The subsequent and ongoing investigation

CHARTER TOWNSHIP OF YPSILANTI

by OCS staff determined that the house lacked an operable furnace, had no airtight windows, and had fire load, sanitation and a variety of electrical, plumbing and mechanical code violations. OCS staff has worked with the property owners in an effort to assist them in correcting code violations in order to avoid physical displacement. Habitat for Humanity was involved and has exhausted their efforts to assist. OCS staff have also exhausted all efforts to obtain voluntary compliance short of displacing the homeowners. The condition of the house and lack of substantial code compliance now dictate legal action is necessary for the welfare of the occupants and the general public.

Thank you for your consideration. Please contact me with questions or concerns.

Regards,

Michael J. Radzik

Director, Office of Community Standards

CHARTER TOWNSHIP OF YPSILANTI

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 litigation to abate narcotics public nuisances by padlocking properties located at 2357 Ravinewood Ave, 1645 Dorothy St and 555 East Grand Blvd; funding is available in Nuisance Abatement Legal Services account 101-950.000-801.023 in an amount of \$30,000.**
Copy: McLain & Winters; Lt. Mike Marocco
Date: June 9, 2017

The Office of Community Standards and the Washtenaw County Sheriff's Office have completed investigations of public nuisance activities at the following locations and requests authorization to engage in legal action to abate the nuisances.

2357 Ravinewood Ave

On April 27, 2017, the Washtenaw County Sheriff's Office executed a search warrant at 2357 Ravinewood Ave as part of a narcotics trafficking investigation. This rental property owned by Daniel Novak of Tipton, MI had previously been investigated under similar circumstances in 2014 and the property owner had been placed on notice. Administrative approval was granted to initiate litigation pursuant to Chapter 38 of the Revised Judicature Act of 1961 seeking to padlock the house for a period of one year. This lawsuit has been filed and is in the court process.

1645 Dorothy St

On April 12, 2017, the Washtenaw County Sheriff's Office executed a search warrant and subsequently completed an investigation of reported prostitution and narcotics activity at 1645 Dorothy St. The investigation was in response to numerous and ongoing complaints from many sources within the Sugarbrook neighborhood. The investigation led to a criminal conviction of the property owner, James Lefleur, for maintaining a drug house on May 9, 2017. During his guilty plea to the criminal charge, Mr. Lefleur admitted that heroin was transacted on the premises. In addition, the investigation substantiated allegations that the owner permitted a woman to stay at the house where she regularly engaged in prostitution activity with various people on the premises. Administrative approval was granted to initiate litigation pursuant to Chapter 38 of the Revised Judicature Act of 1961 seeking to padlock the house for a period of one year. This lawsuit has been filed and is in the court process.

CHARTER TOWNSHIP OF YPSILANTI

555 East Grand Blvd

On May 24, 2017, the Washtenaw County Sheriff's Office CAT Team, assisted by the Michigan State Police LАWNET and RHINO narcotics teams, executed a search warrant at this owner occupied home on East Grand Blvd near Forest Ave. One known family member of the owner, Geneva Parham, living at the house was a fugitive wanted on a felony drug warrant. The investigation followed a recent heroin overdose death at the location and substantiated neighborhood tips of narcotics use, trafficking and manufacturing at the property. During the raid police seized various quantities of illegal drugs and, more importantly, when officers entered the home they encountered active methamphetamine manufacturing in progress. The clandestine manufacturing of methamphetamine is a highly volatile and dangerous chemical environment that can cause physical harm and is prone to explosion. Police officers and civilian occupants at the house were evacuated while a specialized police team was summoned to the scene to safely dismantle and neutralize the meth lab. Two small children located inside the house were transported to a hospital for medical evaluation due to exposure to fumes from the meth lab environment, and child protective services was notified. Township OCS staff assisted police and condemned the house for environmental safety and other code violations. Authorization is requested to engage in legal action to abate this dangerous public nuisance and to seek a padlock order pursuant to Chapter 38 of the Revised Judicature Act of 1961.

Thank you for your consideration. Please contact me with questions or concerns.

Regards,

Michael J. Radzik

Director, Office of Community Standards



Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Trustees

From: Ypsilanti Township Fire Chief Eric Copeland

Date: June 13, 2017

Subject: Authorization to accept OHM proposal to provide detailed engineering services related to replacement of the existing concrete parking lot at Fire Headquarters station located at 222 S. Ford Blvd.

Attached is the OHM proposal to provide professional engineering services to YTFD at the fire station located at 222 S. Ford Blvd for replacement of existing concrete parking lot, curbs and driveways including design and construction services. The proposed services include project scope, deliverables, schedule, fee estimation and assumptions.

The total fee estimate is not to exceed \$8,500.00 not including the Optional Task 1A. Adding Option Task 1A the fee estimate is not to exceed \$9,350.00. See attachment pg.3.

I recommend acceptance of OHM proposal including Option Task 1A, to determine the condition of the existing materials and subbase with core samples, for an amount not to exceed \$9350.00.

An amendment to the 2017 Fire Fund budget from line item 206-970-000-976-005 Prior Year Balance is required to fund the OHM proposal.

Thank you,



ERC



June 12, 2017

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

RE: Ford Boulevard Fire Station Parking Lot Improvements
Proposal for Design and Construction Services

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide professional engineering services for the Township. The Township Fire Station located at 222 South Ford Boulevard is in need of extensive concrete repairs to remedy the current deterioration and to prevent future degradation. The replacement of the existing concrete will provide the Fire Station a reliable driveway surface for future operations. In this proposal, we have outlined the scope and clarifications necessary to seek bids for the Township to address the concrete issues.

PROJECT UNDERSTANDING

The project consists of reconstructing and/or rehabilitating the existing concrete parking lot, driveways, and curb for the Fire Station. Based on an evaluation of deterioration of specific areas and the budget, sections of the concrete shall be selected to be removed and re-constructed. The concrete surfaces will comply with the Charter Township of Ypsilanti Engineering Standards and Design Specifications, as well as the Washtenaw County Road Commission for work completed in the Ford Blvd Right-of-Way.

This proposal outlines information for project scope, deliverables, schedule, fee estimation and assumptions.

SCOPE

Task 1 – Site Visit and Field Measurement

OHM will be assigned a single point of contact for this project and will meet that representative at the Fire Station to define scope, finalize removal and replacement limits and develop preliminary quantities for a preliminary engineering opinion of probable cost. This project will only consist of concrete driveway and parking lot work. Improvements internal to the garage, asphalt pavement, roadway, building, landscape, etc. is not included. Grading and restoration within 10-feet of either side of the proposed construction is included in this scope of work and will be considered in development of the preliminary estimate. During this site visit, the concrete will be evaluated and sections will be decided for removal and replacement.

Task 1A – Pavement Cores (Optional)

Prior to the evaluation and selection of areas of concrete to be removed, OHM Advisors recommends cores of the pavement taken to determine the existing materials on site and subbase condition. Cores taken would provide a better understanding of the specific depths and status of layers. This insight would allow a more accurate scope of areas that would require removal, replacement, and appropriate technique.



Task 2 – Preliminary Concept Drawing

From the data gathered from Task 1 and optional Task 1A, a set of design drawings and aerial maps will be developed showing the limits of removal and concrete installation locations. Notes and details needed for specific design elements as well as concrete areas will also be completed. This will serve as the “plans” for the project and help contractors to understand the overall scope of work. A review meeting will be held with the Township to discuss the scope, plan, and estimate. A phasing plan would also be developed on these plans to help ensure access for emergency vehicles is not interrupted during construction. Based on feedback, we will revise and incorporate the drawings into the bid package.

Task 3 – Specifications and Bid Package Assembly

OHM will develop specifications in conformance with the Charter Township of Ypsilanti Engineering Standards and design specifications. The specifications will address special instructions to bidders, supplemental specifications and outline a method of payment for the contractor to follow. The bid package will require the necessary bonding, prevailing wage information and insurance requirements as well as include a bid form that will allow the Township to compare bids on. Once complete, the Township will be provided with two hard copies of the package for review along with an updated final engineer’s opinion of probable cost. Final adjustments to the package will then be made prior to advertising and bidding.

Task 4 – Bidding

The final bid package will be advertised by OHM and bid through MITN and posted by the Township. OHM will conduct the bid process. OHM can also hold an onsite pre-bid conference with potential bidders if requested by the Township and if the schedule allows. OHM will address any questions and/or any RFI’s received by the bidding contractors during the bid phase. OHM will hold a bid opening at the Township on the date specified. Bids will be received, read aloud, collected, tabulated, and reviewed. A letter recommending which contractor would be best suited to construct the project will be provided.

CONSTRUCTION SERVICES TASKS:

Based on the design scope, a separate CE Services proposal can be provided at a later date.

DELIVERABLES

Task	Deliverable
Task 1A (Optional)	Pavement Cores to determine cross-section
Task 2	Preliminary Conceptual Alignment on Aerial Map and preliminary opinion of probable cost
Task 3	Final drawing, specifications and bid package for review.
Task 4	Two copies of Final Plans and Bidding Documents

ASSUMPTIONS AND CLARIFICATIONS

- ▶ An inspection, with fire station staff, of existing concrete will be conducted and quantified.
- ▶ A meeting will be held with the Township to confirm the budget and scope after inspection.
- ▶ All other tasks added to the scope below can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors (OHM). Additional work will not be conducted prior to Township Authorization.
- ▶ Any meetings in addition to the meetings outlined in the above scope are not included in the scope of services.



FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on a monthly basis.

Design Tasks	Design Fee
Task 1	\$2,900.00
Task 1A (Optional)	\$850.00*
Task 2	\$1,800.00
Task 3	\$3,000.00
Task 4	\$720.00

The total fee is estimated to be \$8,500.00. Note this doesn't include the Optional Task 1A. The total of all tasks, including the Optional Task 1A as outlined is \$9,350.00.



ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

(Date)

(Signature)

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)



Office (734) 544-4225
Fire Chief (734) 544-4110
Fire Marshal (734) 544-4107
Fax (734) 544-4195

FIRE DEPARTMENT
222 SOUTH FORD BOULEVARD
YPSILANTI, MICHIGAN 48198-6067

MEMORANDUM

To: Charter Township of Ypsilanti Trustees

From: Ypsilanti Township Fire Chief Eric Copeland

Date: June 12, 2017

Subject: Authorization for YTFD to relinquish one (1) Automatic Chest Compression Device of four to be received from the 2016 Regional EMS Grant to Superior Township for use.

- 1) At the special meeting held on April 27, 2017, the Charter Township of Ypsilanti Board of Trustees approved the 2016 Regional EMS Grant Application and the MOU between the City of Ypsilanti and its Regional Participating Partners for the 2016 AFG Grant program with a matching contribution of \$7, 826.24 budgeted in line item #206-970-000-979-005. For its part in the Grant YTFD requested 4-AED, 4-ACCD, 1-Test unit and 4-Batteries in the grant submission.
- 2) Superior Township Supervisor Ken Schwartz is requesting on behalf of their Fire Dept. to obtain one Automatic Chest Compression Device designated for YTFD from the 2016 Regional EMS Grant and to cover the required 10% matching contribution cost of \$1,863.00 for the unit.

As a Regional Participating Partner Grant member, Automatic Mutual Aid participant, and co-recipient of the Aerial Platform Truck grant with Superior Township and others, I fully support releasing one of the four Grant supplied ACCD designated for YTFD to STFD provided Superior Township cover the matching contribution expenses for the device.

Respectfully,

(ROSC) and 115 were pronounced at the scene after 30 minutes of continuous CPR. Out of the 84 ROSCs, 68 patients reached the hospital with a pulse and 21 survived. Our current survival rate is 9.2%.

It is important to remember that during the clinical study, the use of the manual cardio pump further increased the regional lifesaving rate of cardiac arrest victims by 26%. If we obtain this grant, we will be using an ACCD showing a much higher life saving rate than with a manual cardio pump. It is hard to evaluate what our life saving rate will be by switching from manual CPR (our current practice) to ACCD but, based on the clinical study, it is realistic to expect a life saving rate increase greater than 26%.

At best, standard manual CPR produces coronary and cerebral perfusion that is just 30% of normal. The efficiency of manual CPR or manual cardio pumps is influenced by many factors. Some of these factors include but are not limited to fatigue, physical abilities, focusing on several simultaneous tasks, poor-quality CPR during patient loading and transportation. ACCDs provide constant optimal depth and rate with full recoil of the chest between compressions, nearly eliminating interruptions.

EFFECT ON SAFETY

The use of an ACCD is conceivably safer compared to manual CPR during ambulance transport. In our county fire personnel assist paramedics by performing CPR on cardiac arrest victims during transport to the hospital. Besides the poor-quality that CPR provides in the back of a moving ambulance, crew members are subjected to an elevated risk of injury. It has been reported that personnel who perform CPR in a moving ambulance are at least four times more likely to have a fatal or incapacitating injury than personnel who are restrained. An ACCD will eliminate this risk and the personnel can be used for other tasks if needed.

SUMMARY

This grant will upgrade all agency AEDs to mandated levels and the intubation manikins will provide essential training tools for all personnel in the region. In a large region with limited staffing and funding, we have taken steps to increase our efficiency by combining the resources of our agencies. Obtaining the ACCDs will be like having an additional person that never gets tired. They will increase the safety of fire firefighters during patient transport and, most importantly, increase cardiac arrest survival rate.

Thank you very much for considering this application.

GRANT FUNDED EQUIPMENT DISTRIBUTION

Ann Arbor Twp. Fire Dept: 6 AEDs, 1 ACCD, 1 manikin
 Augusta Twp. Fire Dept. 4 AEDs,
 Belleville Fire Dept. 2 AEDs
 Dexter Area Fire Dept. 1 ACCD
 Green Oak Twp. Fire Dept. 4 AEDs, 1 ACCD, 1 manikin
 Manchester Twp. Fire Dept. 3 AEDs
 Northfield Twp. Fire Dept. 4 AEDs, 1 ACCD
 Northville Twp. Fire Dept. 4 AEDs,
 Plymouth Twp. Fire Dept. 3 ACCDs
 Salem Twp. Fire Dept. 2 AEDs, 1 ACCD
 Saline Area Fire Dept. 2 AEDs, 1 ACCD
 Scio Twp. Fire Dept. 2 AEDs, 1 ACCD
 Superior Twp. Fire Dept. 3 AEDs, 1 manikin
 Van Buren Twp. Fire Dept. 4 ACCDs
 Ypsilanti City Fire Dept. 4 AEDs, 1 ACCD, 1 manikin
 Ypsilanti Twp. Fire Dept. 4 AEDs, 4 ACCDs

All agencies requesting an AED receive an AED trainer and one battery charger per fire station. The fire agencies hosting manikin to share also receive combitubes or king airways.

Budget

Budget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0

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

Supervisor's
Office

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

MEMORANDUM

To: Charter Township Board of Trustees

From: Brenda Stumbo, Supervisor

Date: June 15, 2017

Subject: ***Request Authorization for Lease of Neopost IN710 Mail Machine with MailFinance, Inc. for \$352.90 per Month for Sixty (60) Months***

The lease on our current Pitney Bowes machine will expire at the end of June 2017 and we are currently paying \$494.13 per month.

We are requesting to lease a Neopost IN710 Mail Machine. This machine has updated technology and a faster running speed than our current machine. The machine is also designed more efficiently than our current machine, making it easier to release jams and provide maintenance to the machine.

Lease costs for this machine is \$352.90 (\$141.23 less per month than we are currently paying) per month for sixty (60) months. This is State of Michigan pricing through the MIDeal program. This is budgeted in line item #101-267-000-730-000. We also received quotes from two other vendors, which are included.

Thank you for your consideration. Should you have any questions, please contact my office.

Irg

Attachment

cc: Files



Mail Processing Solution Charter Township of Ypsilanti

Amy Luketic

Senior Account Executive
(810) 772-1333 a.luketic@neopost.com

Valid until:
6/28/2017

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Neopost USA. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.

Neopost guides and supports organizations in how they **send** and **receive** communications and goods, helping them to better **connect** with their customers.

Founded in 1924, Neopost has grown to become a global leader in mailing solutions, and a major player in digital communications and shipping solutions.

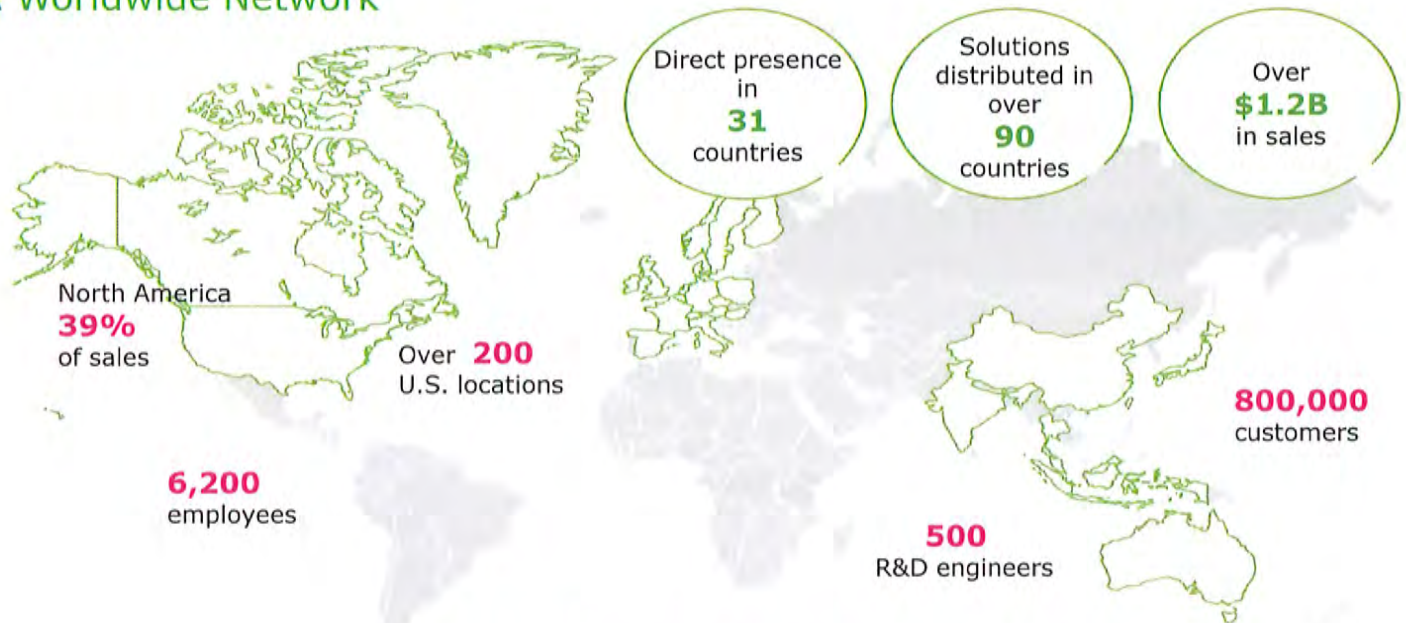
Neopost provides a wide range of hardware, software, and services tailored to organizations of all sizes.

We believe that people are the key to business success. Our decentralized operational philosophy fosters local customer relationships based on accessibility, responsiveness and trust.



- Employs 2,200 people in U.S.
- 220 offices across the country
- Headquarters in Milford, CT
- 60+ National Account contracts
- Meters securely process \$3.4 billion in postage/yr
- Government contracts with:
 - **GSA** - General Services Administration
 - **NASPO** - Nat. Assoc. of State Procurement Officials
 - **NJPA** - National Joint Powers Alliance

A Worldwide Network



Global Coverage With a Strong Local Presence



Mailing



Digital



Shipping

Currently partners with:



and many many more!

Situation

Charter Township of YPSI currently has a SendPro 2000 that is coming to their lease end. Looking for comparable equipment that can handle your daily volume of mail and the occasional large mailings.

Recommendation:

IN710 with Run My Mail Software Interface
30# External Scale & Stand
Conveyor
Differential Weighing

Results

The IN710 maximizes efficiency with speeds of 140 letters per minute batch and 75 letters per minute dynamic weighing. Has a very easy user interface. Generates reports electronically available from a removable USB or through a desktop.

Established relationship with Neopost through the Folder & Inserter and Letter Opener. Neopost works closely with YCUA, as they have been a long time partner with Neopost.

Neopost excels in personalized service. Tenured Service and Sales Teams that will come out in person when needed.

Through the State Pricing, Neopost can lower your payments \$100/month.





IN-710

Mailing System

Product Overview



- Powered by RunMyMail software, creating an unparalleled user experience
- 20" touchscreen interface centralizes all mail center operations into a single workstation
- Mixed-size automatic feeder handles different mail shapes with no sorting required
- Optional Dynamic Scale accelerates processing by weighing and measuring mail on the fly
- Exclusive Postal Rate Wizard offers guided selection across 140 USPS® rates and services
- Automatic secure sealing and a built in postage label dispenser enhance productivity

Additional Features

- Quiet inkjet printing w/low ink email alerts
- Up to 140 letters/min. (75 in dynamic mode)
- Envelope thickness up to 5/8"
- Auto-downloaded postal rate updates
- 6 Rate shortcut keys & 9 job/imprint memories
- 8 Standard and 2 customizable ad slogans
- 10 customizable text messages
- Automatic mail class inscriptions
- Date received printing for incoming mail
- 70-department account tracking (expandable)
- PIN-protected access for up to 50 operators
- MyNeopost account w/postage usage reporting
- NeoFunds® bill-for-postage service

System Dimensions

Mailing System with Tray (Length x Depth x Height)	67" x 18" x 13"
Mailing System Weight	78 lbs.





SOLUTION SUMMARY

Valid until:
3/28/2017

State of Michigan Pricing

The IN710 Mail Machine:

- Run My Mail Software and PC
- 30lb external scale
- Professional installation with training



60 Month Lease
\$352.90/mo
\$402.61/mo including furniture

Includes professional installation with training, Maintenance, Meter Rental, USPS Rate changes and shipping



Amy Luketic



(810) 772-1333



a.luketic@neopost.com



neopost.com

HASLER



Mail Processing Solution Charter Township of Ypsilanti

Patrick Houlihan
Sales Manager
(248) 761-0802
p.houlihan@neopost.com
Great Lakes District

Issued:
6/15/17

Valid until:
7/15/17

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Hasler USA. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



SOLUTION SUMMARY

Charter Township of Ypsilanti

Option A: IN710 Run My Mail 30# Scale
Conveyor Stacker

Option B: IN710 Run My Mail 30# Scale
Conveyor Stacker
84" Table

LEASE PRICING WITH TERM OPTIONS

Valid until:
7/15/17

Option A

Lease Term (months)	<i>w/o furniture</i>	60
Monthly Amount	<i>all furniture</i>	\$ 444.77

Option B

Lease Term (months)		60
Monthly Amount	<i>w/ furniture</i>	\$ 495.73

COMMENTS

Lease Price includes Shipping, Installation, Training, Meter Rental, Maintenance, and Rate Changes.



Patrick Houlihan



(248) 761-0802



p.houlihan@neopost.com



dealer.com



IN700 SERIES **THE POWERFUL CHOICE** **FOR OPTIMIZING MAIL** **CENTER MANAGEMENT**

Total solutions for your mail processing needs



HASLER

IN700 SERIES

TOTAL SOLUTIONS FOR YOUR MAIL PROCESSING NEEDS

When it comes to meeting your most demanding mailing needs, nothing delivers like the Hasler IN700 Series. Available in two models, the IN700 and IN750 are true representations of our next generation mailing systems. The sleek and modern design depicts clean lines, bold edges and aluminum accents, while maintaining the Hasler commitment to build and ship products in the most ecological manner. Coupled with the Hasler iMeter™ postage meter and a suite of Apps, the capabilities of the 700 Series exceed those of a traditional mailing system. In fact, the 700 Series easily integrates with Hasler's Enhanced Mailing and Shipping (EMS) software for total control of postage and shipping activities and costs. With an iMeter™ postage meter and Apps, fresh eco-design and integration to enhanced mailing and shipping software, it is clear the IN700 Series is the powerful choice for optimizing mail center management today and in the future.

HASLER iMETER™ POSTAGE METER AND BUSINESS APPS

The Hasler iMeter™ postage meter is an internet-connected smart device that provides functionality beyond the traditional postage meter. The IN700 Series and Hasler iMeter™ are connected online to help you better manage your mailing operations and control costs. Low ink email alerts keep you abreast of your ink usage and simplify ink cartridge reordering. With the IN700 Series, postal rate changes are hassle free with direct rate downloads, which ensure full postal compliance.

Available iMeter™ Apps

- Postal Rates App
- Online Postal Expense Manager™ App
- Hasler Postal Accountant App
- Commercial Rates App
- E-Services App
- E-Services with Electronic Return Receipt™ App
- TotalFunds™ App

SHORTCUT KEYS

Save time processing items and eliminate keystrokes with the 700 Series shortcut keys.

WEIGHING PLATFORM

10, 30 or 70 lb. platforms handle even the heaviest parcels and oversized packages with ease. Add differential weighing to reduce manual processing and handling.

DYNAMIC SCALE

Accurately weighs, rates and classifies mail at speeds up to 75 lpm (IN700) and 110 lpm (IN750). Reliable sensors detect dimensions to ensure compliance to USPS® Shape-Based Pricing requirements.

MIXED MAIL FEEDER

Eliminate hand sorting by size or weight. Self-aligning rollers prevent jams or misprints. The 700 Series is among the strongest performers in the market processing up to 140 lpm (IN700) and 175 lpm (IN750).

E-SERVICES APPS

Monitor, track, confirm and save when processing items with the E-Services and E-Services with Electronic Return Receipt™ Apps.



HASLER iMETER™ POSTAGE METER AND BUSINESS APPS
 ENHANCED MAILING AND SHIPPING SOFTWARE
 COLOR TOUCH SCREEN
 IBI LITE INDICIA

COLOR TOUCH SCREEN

Enhance operations and minimize keystrokes with an easy-to-read color touch screen. Large, descriptive prompts and menu keys make navigation a breeze. The Rate Wizard provides concise step-by-step instructions making USPS® rate selection easy.

REMOTE LABEL DISPENSER

Reduce work steps and optimize your ergonomic workspace with a repositionable printer. Prints no-peel, ready-to-stick tapes from a roll.

BARCODE SCANNER

Save time and eliminate errors using a barcode scanner for department/account entry and processing USPS® Extra Services.



ERGONOMIC WORKSTATION

84" workstation creates a comfortable workspace for operators. Adjustable shelving is great for holding supplies. Dual locking doors provide additional storage and security.

POWER CONVEYOR STACKER

Keep mail flowing to achieve maximum throughput by reducing the number of starts and stops.

THE POWERFUL CHOICE FOR MAXIMUM CONTROL OF SHIPPING AND MAILING OPERATIONS

Hasler's optional Enhanced Mailing and Shipping (EMS) software offers a host of tools to manage costs, streamline operations and help build and maintain customer relationships. This technology can analyze your company's mail and shipping operations, pinpoint incorrect addresses and lost packages, identify where money is being wasted, as well as offer new methods for increasing efficiency with respect to mail processing operations and account chargeback. Additionally, Hasler EMS helps you manage and allocate costs by account, carrier, special service and operator productivity.

Every IN700 Series mailing system easily integrates with EMS software for total control of your mail processing and shipping needs.

- Rate Shopping provides more delivery options and better routing choices to help save time and money.
- Address Correction and Validation eliminates many of the problems that lead to delayed deliveries as well as high fees associated with returned and misdirected deliveries.
- Work Ahead increases efficiency by reducing total processing time in between batches.
- Scan and Drop saves time and effort associated with manually selecting each department individually for account chargeback.

IN700 SERIES

THE POWERFUL CHOICE FOR OPTIMIZING MAIL CENTER MANAGEMENT



DESIGNING THE MOST ECOLOGICAL SOLUTIONS

Hasler is dedicated to improving the sustainability of its activities and the environmental performance of its products at each stage of the lifecycle. The Eco label reflects our desire to make customers aware of the environmental progress we have made in recent years. A sticker is placed on all models that meet Hasler's environmental requirements.

The Eco label indicates implementation of key concepts to reduce or eliminate impact on the environment. This includes the use of environmentally sensitive materials, choice of raw materials, weight reduction, packaging, energy savings, lifecycle extension and end-of-life management. The Eco label aims to provide a clear and consistent set of environmental performance criteria for Hasler products, in order to recognize efforts made during the design phase.

The IN700 Series carries Hasler's Eco label ensuring our commitment to the environment.



RAW MATERIAL: We limit the weight and number of materials used when producing our solutions [44% less material and 10.5% fewer components than previous generation mailing systems].



PACKAGING: We reduce the volume of our packaging and use only cardboard which is fully recyclable.



ENERGY: The energy consumption of our products has been reduced with the IN700 Series standard "sleep mode" feature. In addition, we offer remote support whenever possible to reduce travel-related energy use.



SPECIFICATIONS	IN700	IN750
OPERATIONAL EFFICIENCY		
Speed (batch processing)	Up to 140 lpm	Up to 175 lpm
Dynamic weighing speed	Up to 75 lpm	Up to 110 lpm
Envelope minimum / maximum	3.5" x 5" / 10" x 13"	
Envelope thickness	5/8"	
Envelope orientation	Landscape or portrait	
Internal tape dispenser	Yes	
Dynamic Scale	Optional	
Differential Weighing	Optional	
MAIL QUALITY & SECURITY		
Advertising slogans	8 Standard / 2 open	
Personalized text messages	10 Custom	
PIN code protection	Yes, up to 50	
Incoming mail date stamp	Yes	
BUDGET OPTIMIZATION		
Account tracking	70 Depts. standard Up to 100, 300 or 500 optional	
Hasler Postal Accountant App	Up to 10,000 depts.	
Commercial Rates App	Yes	
TotalFunds™ App	Yes	
Meter indicia	IBI Lite	
Account budget creation	Optional	
ONLINE MANAGEMENT		
Postal rate change updates	Via download	
Online postage usage reporting	Yes	
Advanced online reporting	Optional	
E-Services App	Optional	
E-Services with Electronic Return Receipt™ App	Optional	
Low ink email alerts	Yes	
PERIPHERALS		
Weighing platforms	Optional 10, 30, or 70 lb.	
USB barcode scanner	Optional	
Report printer	Option inkjet	
Inserter connection	Optional	
USB flash drive	Optional	
USB keyboard	Optional	
SYSTEM DIMENSIONS		
Mailing system with catch tray	[L x D x H] 50" x 18" x 13"	
Mailing system with dynamic scale and catch tray	67" x 18" x 13"	

Neopost SA is a world leader in mailing and logistics solutions. Our innovative solutions bring simplicity and efficiency to your mailing process to make your business run better. Neopost brilliantbasics benefits provide excellence in all our offers, from products to support and services. They bring you the best in operational efficiency, mail quality and security, budget optimization and online management. Whether for advice or support, you enjoy our commitment to supply first-class service – on the phone, on site, or online. Benefit from immediate response times and remote diagnosis at our call centers and fast dispatch of service engineers when needed.

neopost USA 1-888-NEOPOST (636-7678) www.neopostusa.com

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H065-1 6/13
2.5M



Presented by:
Brian Bachert
Major Account Manager
Pitney Bowes

M: 248.990.6798 |
F: 203.617.6715 |
Brian.bachert@pb.com



Proposal Wisdom

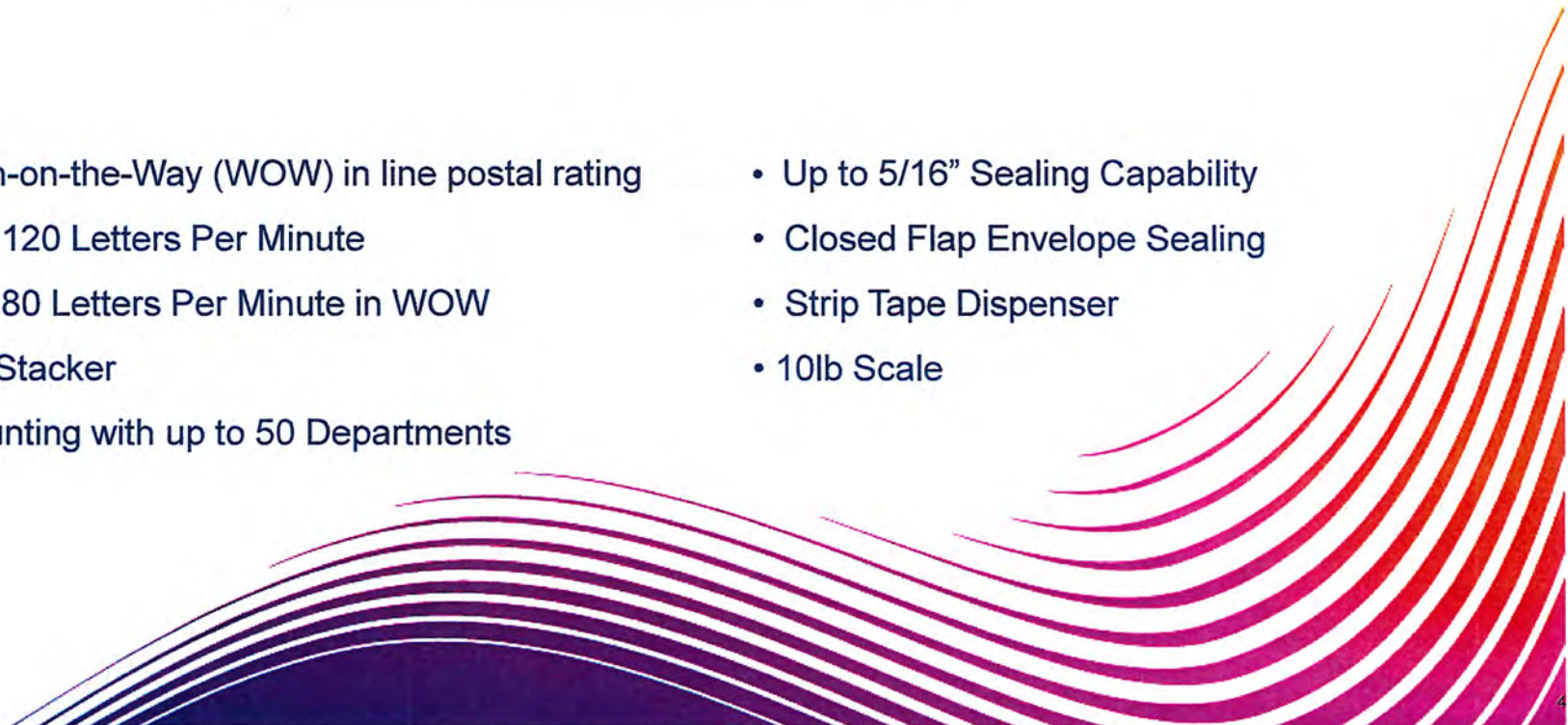
- Prices contained in this proposal are from the State of Michigan Contract which expires July 11th, 2017. All pricing will be void at that time when the new contract goes into effect. The same pricing rules will apply to all vendors who hold part in the State of Michigan Mailing Contract
- Three options have been included in this proposal.
 - Two of the machines are SendPro P2000 configurations to what you have today, and are based on the current discussed needs. This machine is similar to what you have today, except with enhanced new features.
 - The third option is a DM475 that is similar to older technology that is still offered by other vendors. A quick comparison of pictures will verify machine similarities. It is a significant step down in technology compared to your current solution. Also, the SendPro platform is better matched to the anticipated volumes of the township.

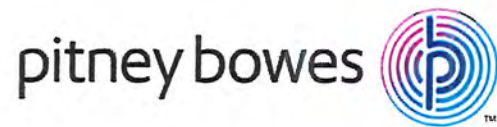


DM475 Mailing Machine



- Weigh-on-the-Way (WOW) in line postal rating
- Up to 120 Letters Per Minute
- Up to 80 Letters Per Minute in WOW
- Drop Stacker
- Accounting with up to 50 Departments
- Up to 5/16" Sealing Capability
- Closed Flap Envelope Sealing
- Strip Tape Dispenser
- 10lb Scale





SendPro P2000

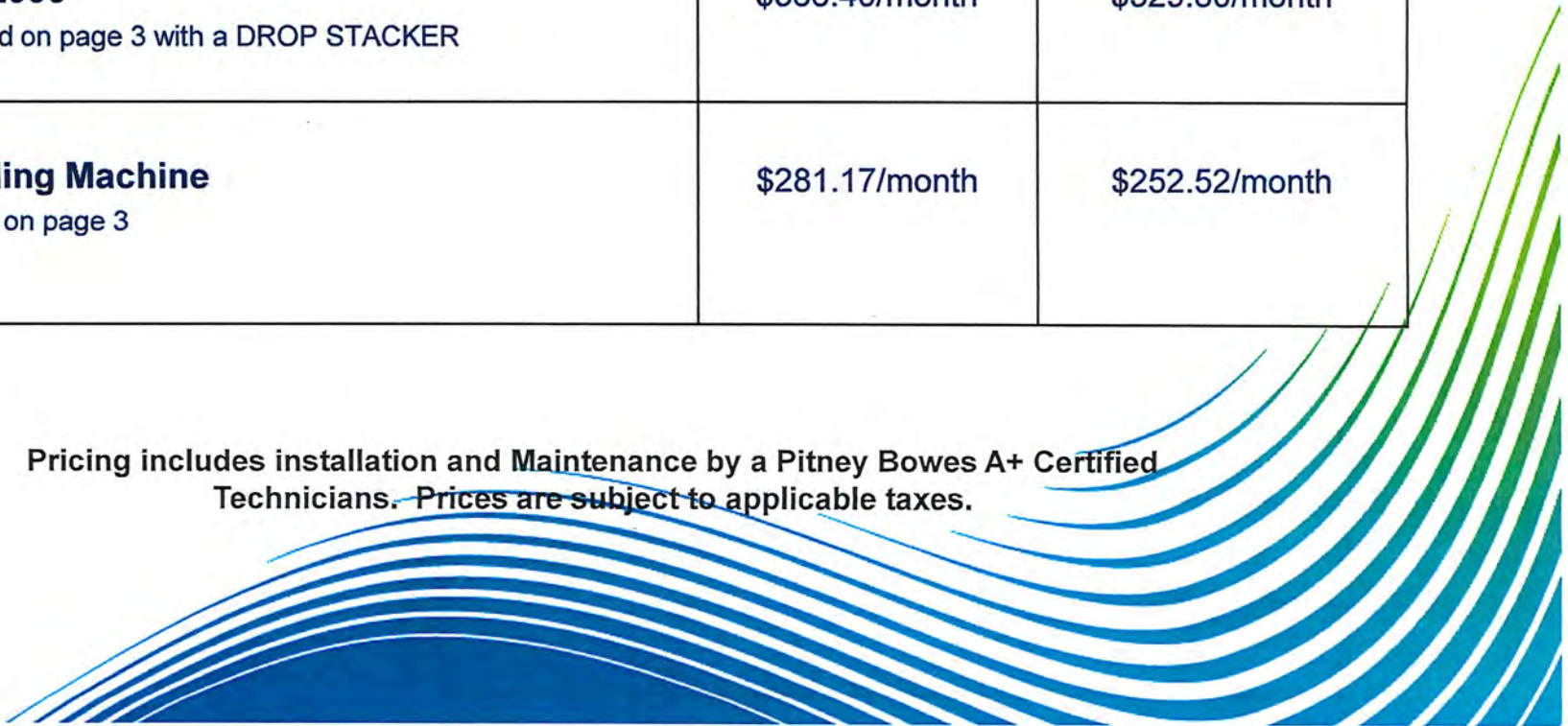


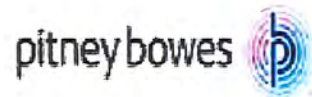
- Weigh-on-the-Way (WOW) in line postal rating
- Up to 130 Letters Per Minute
- Up to 70 Letters Per Minute in WOW
- 10" Touch-Screen Display
- Drop Stacker
- **Commercial Based USPS Pricing**
- Up to 5/8" Sealing Capability
- Closed Flap Envelope Sealing
- Adhesive Roll Tape Dispenser
- Accounting with up to 100 Accounts
- 10lb Integrated Scale



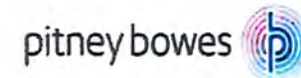
Solution	Lease Payment 48 Month Term	Lease Payment 60 Month Term
SendPro P2000 - As configured on page 3 with a POWER STACKER	\$418.84/month	\$377.52/month
SendPro P2000 - As configured on page 3 with a DROP STACKER	\$366.40/month	\$329.80/month
DM475 Mailing Machine - As configured on page 3	\$281.17/month	\$252.52/month

Pricing includes installation and Maintenance by a Pitney Bowes A+ Certified Technicians. Prices are subject to applicable taxes.





At Pitney Bowes Stand Behind Our Solutions



Customer Satisfaction Guarantee

Pitney Bowes Mailing, North America is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes maintenance agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

Guaranteed product performance

For all new and remanufactured Pitney Bowes branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

Guaranteed nationwide service

Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

Help line support

For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00 A.M. until 8:00 P.M. EST exclusive of holidays.

Rate change protection

With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

Operator productivity and training excellence

For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services. Furthermore, if you attend our acclaimed Mail Management Seminar, we will train your employee(s) on the latest and most efficient use of postal services.

Purchase Power[®] service

The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 800-622-2296.

We won't be satisfied until you are satisfied.

Harris Warsaw
Senior Vice President of Global Sales, Global SMB Solutions

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

WSCA/NASPO - PURCHASE ORDER -
 LEASE

WSCA/NASPO: ADSPO11-00000411-4

To:
 MailFinance Inc.
 478 Wheelers Farms Road
 Milford, CT 06461
 800-881-6245

SHIP TO:
 Charter Township of Ypsilanti
 7200 S Huron River Drive
 Ypsilanti, MI 48197-7007
 Debbie Graham
 734.544.3646

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
06/20/17	Debbie Graham	Ground	Closest	Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	IN710WP30DWP	IN Series 700 Base w/ Mixed Size Feeder, w/Sealer, Drop Tray, Ink Cartridge, LAN Cable, Dynamic Weighing Platform, 30lb Weighing Platform, Power Line Conditioner, Router and a All-In-One PC with RunMyMail Software.		included
1	WP3070STDN	Stand for INWP30 and INWP70		included
1	IN710ACTIVATION	IN-710 Feature Activation - One Time Fee		included
1	INRMMCOMPSTAND	RunMyMail Computer Stand - Includes a heavy duty stand for the All-In-One PC, full wireless keyboard and mouse.		included
1	INDW30	IN Series 700 base 30lb. Differential Weighing		included
1	MST2	Conveyor/Stacker		included
60	Month	60 month lease - includes meter rental, standard maintenance and rate changes for the life of the lease. Billing Frequency: quarterly 3x352.90=\$1058.70		\$352.90/mo

SUBTOTAL	\$21,174.00
SALES TAX	0
SHIPPING & HANDLING	0
OTHER	0
TOTAL	\$21,174.00

1. Order is governed under the terms and conditions of the WSCA/NASPO Master Price Agreement Contract Number ADSP011-00000411-4. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2. Payments will be sent to:
MailFinance
25881 Network Place
Chicago, IL 60673-1258
Federal ID Number: 94-2984524

3. Send all correspondence to:
MailFinance Inc.
478 Wheelers Farms Road
Milford, CT 06461
Phone 203-301-3400 Fax: 203-301-2600

Authorized by

Date

Print Name and Title

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



Charter Township of Ypsilanti
Residential Services Division

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484.0073
Fax: (734)544.3501

www.ytown.org

MEMORANDUM

TO: Ypsilanti Township Board of Trustees

FROM: Jeff Allen, Director – Residential Services Department

DATE: June 12, 2017

RE: Request to waive financial policy and award the low quote for the purchase of a Toro bat-wing mower in the amount of \$60,815.36 to be paid out of account 101.774.000.977.000

In March we received quotes for the purchase of a Toro Bat-Wing mower. This request is to purchase a second mower from Spartan Distributors, who provided the lowest quote.

You may recall, the golf course came with a request a while back, instead we refurbished one of our mowers for them for around \$16,000. This left us 1 mower short of our regular fleet to maintain parks and municipal locations. This purchase would replace the mower that we received a quote of over \$30,000 to refurbish.

This mower is budgeted in 101.774.000.977.000. I have also included an email from Spartan to show that their quote is still good.

Zimbra**lgarrett@ytown.org**

Fwd: [SPAM?-NOSPf] Re: 4100D Quote

From : Jeff Allen
<jallen@ytown.org>

Thu, Jun 15, 2017 04:06 PM

Subject : Fwd: [SPAM?-NOSPf]
Re: 4100D Quote**To** : Lisa Garrett
<lgarrett@ytown.org>

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Wayne Dudley <wdudley@ytown.org>

Date: 6/15/17 3:48 PM (GMT-05:00)

To: Jeff Allen <jallen@ytown.org>

Subject: Fwd: [SPAM?-NOSPf] Re: 4100D Quote

here is the email i was talking about, need a revised quote still? highlighted.....

Wayne Dudley

Charter Township of Ypsilanti

Public Services Superintendent

Office - 734.484.0073

Direct - 734.544.3514

Fax - 734.544.3501

From: "Michael Brannigan" <Michael.Brannigan@spartandist.com>
To: "Wayne Dudley" <wdudley@ytown.org>
Sent: Friday, April 21, 2017 5:32:55 PM
Subject: [SPAM?-NOSPf] Re: 4100D

Trash bracket not available from Toro. **Purchase price for Groundsmaster 4100 firm thru 10/1/17.**

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Wayne Dudley <wdudley@ytown.org>
Date: 4/21/17 7:58 AM (GMT-05:00)
To: Michael Brannigan
<Michael.Brannigan@spartandist.com>
Subject: 4100D

Micheal, couple questions - please.....

1 - does Toro make a bracket for the mowers for a trash bucket? We usually strap a pail to it, but this new one is all plastic and there is no where secure enough for our bucket or "grabber"

2 - if we were thinking to get another mower, would we use the same quote, or need a new one? What about combining with Tim's order?

thanx,

Wayne Dudley
Charter Township of Ypsilanti
Public Services Superintendent

February 16, 2017

487 W Division Street
PO Box 246
Sparta, MI 49345
616.887.7301
Fax: 616.887.6288

Charter Township of Ypsilanti
Attn: Wayne Dudley
7200 Huron River Dr
Ypsilanti, MI 48197

1050 Opdyke Road
Auburn Hills, MI 48326
248.373.8800
Fax: 248.373.8899

Dear Wayne,

For your consideration, we are pleased to provide a quote on the following equipment:

(1) TORO Groundsmaster 4100-D (#30608)	\$ 60,815.36
	List Price: \$ 77,769.00

The above TORO prices are based on National IPA Contract #120535

Spartan Distributors, as well as many other distributors, has been eliminated from MiDeal/Michigan State Contract. Spartan Distributors participates in a similar national purchasing cooperative (National IPA).

Pricing is firm for 30 days from date of quotation.

DELIVERY: As Arranged

TERMS: Net 30 Days

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 800-822-2216.

Sincerely,

Michael Brannigan

Michael Brannigan
Commercial Sales

MB/jgm



QUOTATION

Date 02/16/17

For: Ypsilanti Twp.

From: Toledo Office located at:
5959 Angola Road
Toledo, OH 43615
800-346-0066

Ypsilanti MI

Attn: Mr. Wayne Dudley

SalesRep: Greg Walter

Qty	Model#	Description	Sell Price	Extension
1	GM4100D 30608A	Groundsmaster 4100-D (Tier 4 Final Compliant)	66,414.36	66,414.36
		Sub-Total:		66,414.36
		(No Trades Quoted)		
		Terms: Net 15 Days (Upon Credit Approval)		
			Merchandise Total	66,414.36
			Trade-In Credit	0.00
			Destination Charge	996.22
			0.00% * Sales Tax	0.00
				67,410.58

This Quote Is Good for 30 Days

* Sales Tax is subject to change based on the current rules and regulations in effect at the time of delivery

Accepted By: _____

Date: _____

True Lease Financing	Base = \$67,410.58	Rate Factor	Payment	Residual%
Conditional Sale Financing	Base = \$67,410.58	Rate Factor	Payment	



Steve Stewart, SCPS
 Operation Manager
 3816 Carnation St.
 Franklin Park, Illinois 60131
 Cell (630) 284-8496
 Fax (847) 678-5511
sstewart@reinders.com

Acct #:
 Charter Township of Ypsilanti
 7200 Huron River Dr.
 Ypsilanti, MI 48197

Quote ID	Quotes Good for 30 Days
Quote Date 2/16/17	Tax Not Included In Quote

Attn: Wayne Dudley

PRICE QUOTATION

<i>Qty</i>	<i>Model #</i>	<i>Description</i>	<i>Total</i>
1	30608	M 4100-D (Tier 4 Final Compliant) (30608 / 30608A)	\$64,236.84

Plus Freight



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



Charter Township of Ypsilanti

Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159

Date: May 22, 2017

To: Ypsilanti Township Board

From: Brian McCleery,
Assistant Assessor

Re: Agenda Item to Authorize Property Sale to Mira Nelle
K-11-10-211-004 110 Johnson St- vacant lot

The Assessor's Office is requesting approval to finalize the sale of the above property to Ms. Nelle for \$2,500 plus all closing costs.

The above property is adjacent to **Ms. Nelle's vacant lot on Johnson St.** She has agreed to combine the above property with her existing lot and has also agreed that the resulting parcel will be used for the purposes of constructing a single family, owner occupied home.

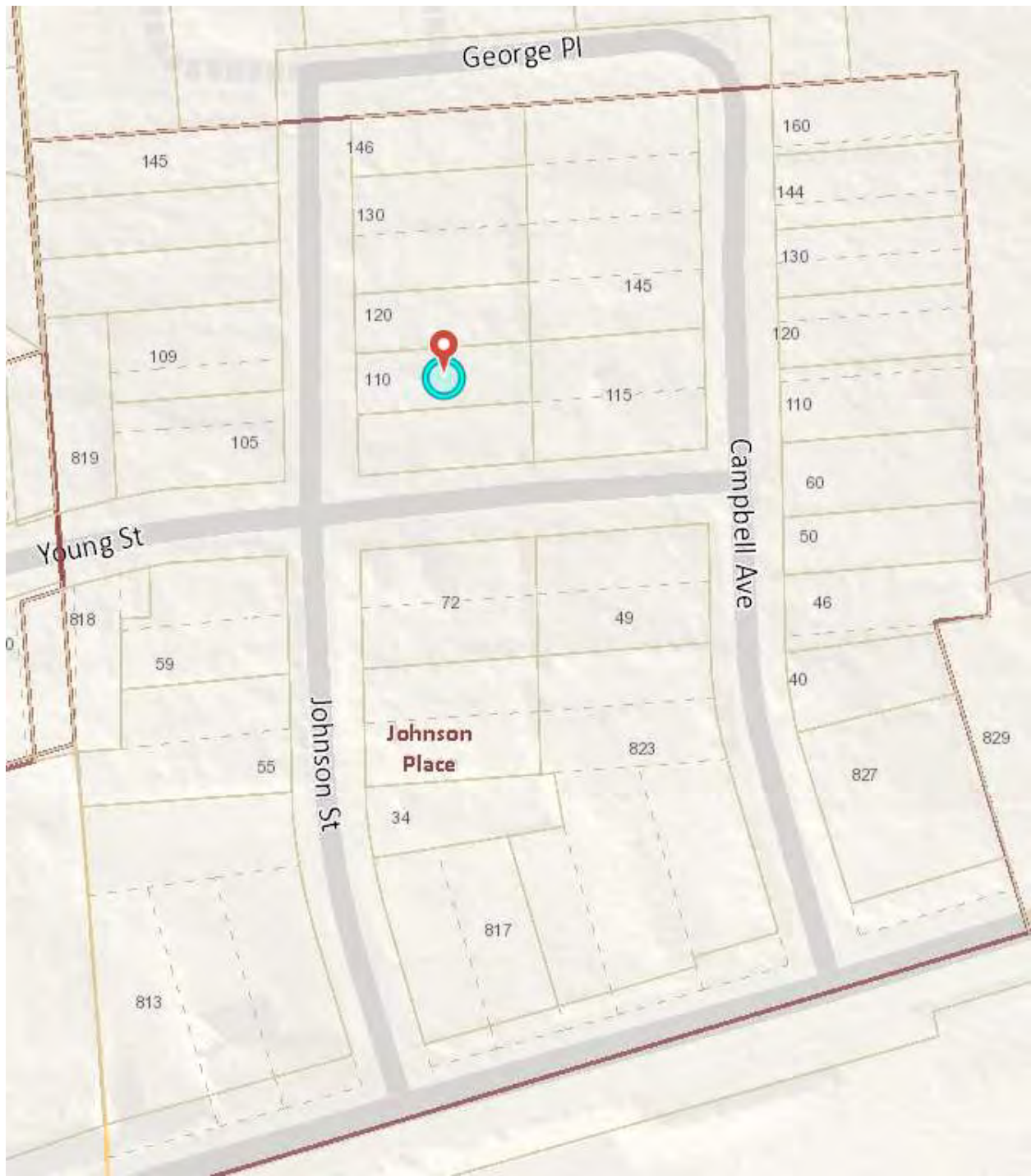
Attached you will find the letter of agreement, quit claim deed, past register of deeds documents for the property, an aerial photograph and recent pictures of the property. If you have any questions or need more information, please **don't hesitate** contacting me.



110 Johnson St
Township Owned

Vacant Johnson St
Ms. Nelle Owns Corner Lot

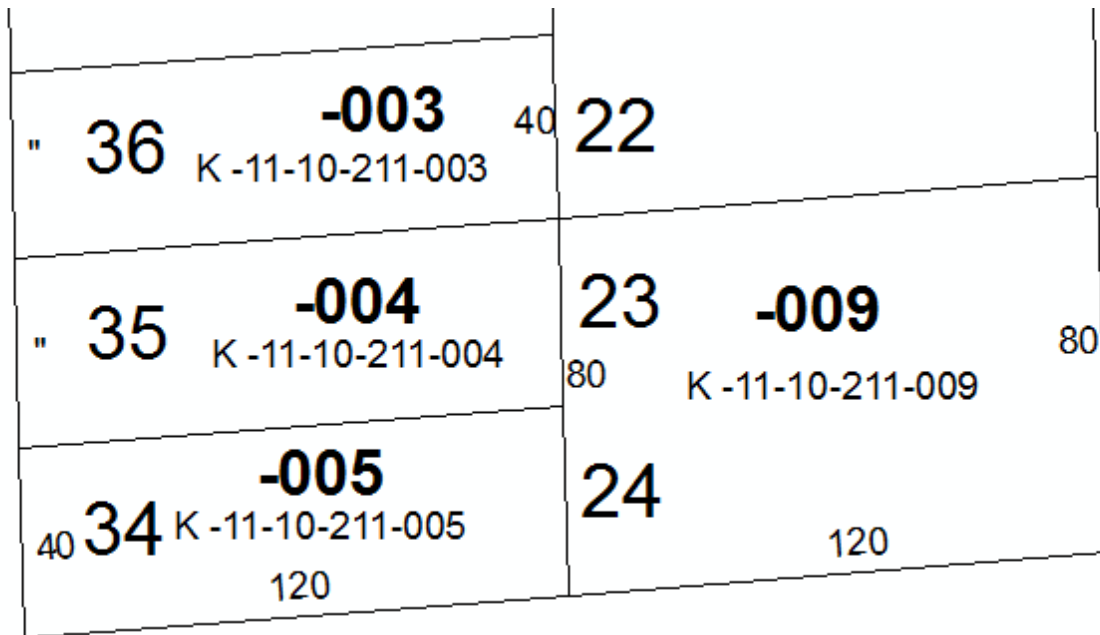
Ypsilanti Township owns $\frac{1}{2}$ of the visible land above.



Map of 110 Johnson St



110 Johnson St - Lot 35



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



Charter Township of Ypsilanti

Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159

Letter of Agreement

May 18, 2017

Mira Nelle
9747 Geddes Rd. #2
Ypsilanti, MI 48198

Dear Ms. Nelle

This letter (the "Agreement") summarizes the understanding of the agreement that we reached during our e-mail conversation on May 15, 2017. If this Agreement is acceptable to you, please sign below in the space designated for your signature.

The agreement is as follows:

1. Agreement

The following is agreed upon for the Purchase of Township Owned Property:

The property listed below will be purchased for the price of \$2,500 paid by certified check. The Property is to be combined with purchaser's adjacent vacant residential parcel on Johnson St, parcel id K-11-10-211-005. This property will be used for development of a single family, owner occupied, residential property. Closing costs, including title search are the responsibility of the purchaser.

Parcel **K-11-10-211-004** described as:
110 Johnson St- Vacant
Lots 35 Johnson Place Subdivision

2. Term

The term of this Agreement ("Term") will commence as of May 18, 2017 and will continue to be in effect for 6 months or until November 18, 2017, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both parties.

3. Closing

For the agreed upon sum of **\$2,500** plus all closing costs, paid in full by certified check, Ypsilanti Township agrees to sell the above described properties to you via the recording of a Quit Claim Deed in the name of Mira Nelle.

4. Termination

This agreement shall terminate upon the closing of the sale of the above property or the expiration of the Term after November 18, 2017.

If the above correctly expresses your understanding of the terms reached during the negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me.

Accepted and agreed to on _____, 20__ by

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

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Notary Public, _____ County
My Commission Expires on _____

Accepted and agreed to on _____, 20__ by

Mira Nelle

Notary Public, _____ County
My Commission Expires on _____

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the **Charter Township of Ypsilanti, a Michigan Municipal Corporation**, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197, quitclaims to **Mira Nelle**, a single person, whose address is 9747 Geddes Rd #2, Ypsilanti, Michigan 48197, the following property located in the Township of Ypsilanti, County of Washtenaw, and State of Michigan and described as:

Lot 35
Johnson Place Subdivision

Parcel Id: K-11-10-211-004 (110 Johnson St- vacant)

For the full consideration of Two Thousand Five Hundred Dollars (\$2,500).

Property to be combined with purchaser's adjacent vacant residential property. The property will be used to develop a single family, owner occupied, residential property.

Dated this ____ day of _____ 2017

Charter Township of Ypsilanti, a Michigan
Municipal Corporation

By: _____
Brenda L. Stumbo, Supervisor

By: _____
Karen Lovejoy Roe, Clerk

Acknowledged before me in Washtenaw County, Michigan, on this ____ day of _____ 2017, by Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk of Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

Printed Name

_____ County, Michigan

Drafted By: Brian McCleery, Ypsilanti Township

7200 S. Huron River Dr., Ypsilanti, MI 48197



QUITCLAIM DEED

Pursuant to section 78m of The General Property Tax Act, 1893 PA 206 as amended (MCL 211.78m), Grantor, Catherine McClary, Washtenaw County Treasurer and Foreclosing Governmental Unit for Washtenaw County, whose address is 200 N. Main Street, Suite 200, P.O. Box 8645, Ann Arbor, Michigan 48107-8645, quitclaims to the Grantee, the Charter Township of Ypsilanti, a Michigan municipal corporation, whose address is 7200 S. Huron River Dr., Ypsilanti, MI 48197, the premises in the Charter Township of Ypsilanti, Washtenaw County, Michigan, described as:

YP# 72-35 LOT 35 JOHNSON PLACE.

commonly known as 110 Johnson St., Ypsilanti, MI 48198; by operation of law for no monetary consideration as required by MCL 211.78m(6) of The General Property Tax Act, 1893 PA 206, as amended, subject to any liens, easements, building or use restrictions, governmental interests, or special assessments not extinguished pursuant to section 78k of The General Property Tax Act, 1893 PA 206, as amended (MCL 211.78k). As required by MCL 211.78m(12), all taxes due on the property as of Dec. 31, 2012 are canceled effective on Dec. 31, 2012. As required by MCL 211.78m(13), all liens for costs of demolition, safety repairs, debris removal, sewer or water charges due on the properties as of December 31, 2012 are canceled effective on December 31, 2012.

By accepting this Deed, the Grantee and its successors and assigns agree to be bound by and comply with the following covenants that shall run with the land conveyed by this Deed:

1. Not to sue the Washtenaw County Treasurer, the County of Washtenaw, or any of its departments, boards, commissions, officers, employees, or agents for any claim, whether legal or equitable, arising under, or in any manner related to this Deed. To release, waive, and discharge the Washtenaw County Treasurer, the County of Washtenaw, and all its departments, boards, commissions, officers, employees, and agents, and its successors and assigns from any and all liability to the Grantee and its successors and assigns, for all losses, injury, or damage to person or property, or death, and any claims or demands therefore arising under, or in any manner related to this Deed whether caused by the Washtenaw County Treasurer, the County of Washtenaw, or any of its departments, agencies, boards, commissions, officers, employees, or agents.
2. To indemnify and hold harmless the Washtenaw County Treasurer, the County of Washtenaw, and all of its departments, agencies, boards, commissions, officers, employees, and agents from any and all claims, demands, judgments, and expenses, including attorney fees, for any and all loss, damage, death, or injury to person or property arising under, or in any manner related to the performance of, this Deed. This indemnification and hold harmless agreement is intended to and shall extend to all loss, damage, death, or injury to person or property, proximately caused in whole or in part by the negligence or other tortious conduct of the Washtenaw County Treasurer, the County of Washtenaw, its departments, boards, commissions, agencies, officers, employees; or agents.

The Grantor grants to the Grantee the right to make any authorized division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated 12/17/2012

GRANTOR

Catherine McClary
Catherine McClary
Washtenaw County Treasurer and Foreclosing
Governmental Unit for Washtenaw County

(STATE OF MICHIGAN) (WASHTENAW COUNTY)

The foregoing instrument was acknowledged before me on Dec 17, 2012 by Catherine McClary, the Washtenaw County Treasurer and Foreclosing Governmental Unit for Washtenaw County.

Susan E. Bos, Notary Public
State of Michigan
County of Washtenaw

My commission expires June 19, 2018
Acting in the County Washtenaw

Susan E. Bos

Notary Public, Washtenaw County

Because in this written instrument the grantor is an officer of a political subdivision of the State of Michigan acting in an official capacity, the instrument is exempt from the state real estate transfer tax pursuant to section 6(h) of the State Real Estate Transfer Tax Act, 1993 PA 330, as amended (MCL 207.526(h)), and exempt from the real estate transfer tax levied under 1966 PA 134, as amended (MCL 207.501 to 207.513), pursuant to section 5(h) of 1966 PA 134, as amended (MCL 207.505(h)).

When recorded, return to:
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Send subsequent tax bills to:
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Prepared by:
Deborah J. Dunn
Washtenaw County Treasurer's
Office
P.O. Box 8645
Ann Arbor, MI 48107-8645
Transfer fee:
\$ 0.00

Tax Parcel Number
K-11-10-211-004

Recording fee:
\$10.00

Time Submitted for Recording
Date 12-17-2012 Time 3:02 PM
Lawrence Kestenbaum
Washtenaw County Clerk/Registrar



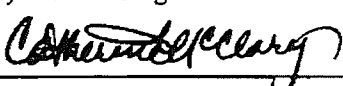


Notice of Judgment of Foreclosure

Michigan Department of Treasury
3731 (3-04)

Required by section 78k(8) of The General Property Tax Act, 1893 PA 206, as amended, MCL 211.78k(8).

On 02/17/12 in Civil Action No. 11-594-CZ in the Circuit Court for the 22nd Circuit, WASHTENAW County, entered a Judgment of Foreclosure in the Matter of the Petition of the County Treasurer against the property described below vesting absolute title to the real property described below in the County Treasurer of the County of WASHTENAW, as provided by Section 78k of The General Property Tax Act, 1893 PA 206, as amended, MCL 211.78k, if not redeemed by March 31, 2012. Under the General Property Tax Act, the Judgment of Foreclosure became final and unappealable on March 31, 2012.

Parcel No. <u>K -11-10-211-004</u> Owner According to Tax Record: PROFESSIONAL REAL ESTATE CONSULTANT	Property Forfeited to County Treasurer on <u>March 1, 2011</u> . Certificate of Forfeiture recorded at: Liber <u>4837</u> , Page <u>445</u>
Property Address (if available): <u>110 JOHNSON ST</u> <u>YPSILANTI MI 48198</u>	Judgment of Foreclosure recorded at: Liber <u>4893</u> , Page <u>512</u>
County: <u>WASHTENAW</u> Local Unit Name: <u>TOWNSHIP OF YPSILANTI</u> Local Unit Code: <u>K</u> Legal Description of the Property: <u>YP# 72-35 LOT 35 JOHNSON PLACE.</u>	
Date <u>04/10/12</u>	County Treasurer Signature 
State of Michigan County of <u>WASHTENAW</u> Subscribed to and sworn before me on this <u>11th</u> day of <u>April</u> , 2012. Notary Public: <u>Jessie E. Bos</u> My Commission Expires: <u>6/19/12</u>	Drafted by and when recorded, return to: County Treasurer for the County of <u>WASHTENAW</u> Address: CATHERINE MCCLARY, TREASURER P.O. BOX 8645 200 NORTH MAIN ST. SUITE 200 ✓ ANN ARBOR, MI 48107-8645

(10)

Michigan Department of Treasury, LPS
3626 (Rev. 03-04)This form is issued under the authority
of MCL 211.78g**CERTIFICATE OF FORFEITURE OF REAL PROPERTY**

On March 1, 2011 the following real property was forfeited to the **WASHTENAW**
County Treasurer for **NON PAYMENT OF PROPERTY TAXES** for the
year(s) **2009**

This property will be titled absolutely in the name of the foreclosing governmental unit if not
redeemed on or before **March 31** immediately succeeding the entry of judgment foreclosing
the property pursuant to **MCL 211.78k**.

After this date parties of interest in this property will have **NO FURTHER RIGHT TO REDEEM**.

Property ID No. K -11-10-211-004	
Owner According to Tax Record PROFESSIONAL REAL ESTATE CONSULTANT	
Property Address 110 JOHNSON ST YPSILANTI MI	Amount for Which Property Forfeited \$ 1,126.36
Property Description YP# 72-35 LOT 35 JOHNSON PLACE.	
Prepared by CATHERINE MCCLARY, TREASURER P.O. BOX 8645 200 NORTH MAIN ST. SUITE 200 ANN ARBOR, MI 48107-8645	Signature of County Treasurer
	County Treasurer Name Printed CATHERINE MCCLARY, TREASURER

Washtenaw County Register of Deeds
Submitted for Recording
3/15/2011, 11:30:00 AM



OFFICIAL SEAL

12/29/09
L-4766 P-986

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 1



ACS-5933630-GD-2009-1
Lawrence Kestenbaum, Washtenaw

L-4766 P-986

QUITCLAIM DEED

Pursuant to section 78m of The General Property Tax Act, 1893 PA 206 as amended (MCL 211.78m), Grantor Catherine McClary, Washtenaw County Treasurer and Foreclosing Governmental Unit for Washtenaw County, whose address is 200 N. Main Street, Suite 200, P.O. Box 8645, Ann Arbor, Michigan 48107-8645, quitclaims to the Grantee, Professional Real Estate Consultant, LLC, a limited liability company, whose address is 15719 37th Ave. NE Seattle, WA 98155, the premises in the Charter Township of Ypsilanti, Washtenaw County, Michigan, described as:

YP# 72-35 LOT 35 JOHNSON PLACE.

commonly known as 110 Johnson St., Ypsilanti, MI 48198, K-11-10-211-004; for the full consideration of \$2,900, subject to any liens, easements, building or use restrictions, governmental interests, or special assessments not extinguished pursuant to section 78k of The General Property Tax Act, 1893 PA 206, as amended (MCL 211.78k), and subject to the lien for taxes levied in calendar year 2009.

By accepting this Deed, the Grantee and its successors and assigns agree to be bound by and comply with the following covenants that shall run with the land conveyed by this Deed:

1. Not to sue the Washtenaw County Treasurer, the County of Washtenaw, or any of its departments, boards, commissions, officers, employees, or agents for any claim, whether legal or equitable, arising under, or in any manner related to this Deed. To release, waive, and discharge the Washtenaw County Treasurer, the County of Washtenaw, and all its departments, boards, commissions, officers, employees, and agents, and its successors and assigns from any and all liability to the Grantee and its successors and assigns, for all losses, injury, or damage to person or property, or death, and any claims or demands therefore arising under, or in any manner related to this Deed whether caused by the Washtenaw County Treasurer, the County of Washtenaw, or any of its departments, agencies, boards, commissions, officers, employees, or agents.
2. To indemnify and hold harmless the Washtenaw County Treasurer, the County of Washtenaw, and all of its departments, agencies, boards, commissions, officers, employees, and agents from any and all claims, demands, judgments, and expenses, including attorney fees, for any and all loss, damage, death, or injury to person or property arising under, or in any manner related to the performance of, this Deed. This indemnification and hold harmless agreement is intended to and shall extend to all loss, damage, death, or injury to person or property, proximately caused in whole or in part by the negligence or other tortious conduct of the Washtenaw County Treasurer, the County of Washtenaw, its departments, boards, commissions, agencies, officers, employees, or agents.

The Grantor grants to the Grantee the right to make any authorized division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated 12/7/09

GRANTOR

Catherine McClary
Washtenaw County Treasurer and Foreclosing
Governmental Unit for Washtenaw County

(STATE OF MICHIGAN)
(WASHTENAW COUNTY)

The foregoing instrument was acknowledged before me on Dec 8, 2009 by Catherine McClary, the Washtenaw County Treasurer and Foreclosing Governmental Unit for Washtenaw County.

(notary signature)

JUDY A FIEGEL
(notary name in black ink)

Notary Public, Washtenaw County

My commission expires 12-21-2012

JUDY A. FIEGEL
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES Dec 21, 2012
ACTING IN COUNTY OF WASHTENAW

Time Submitted for Recording
Date 12-29-09 Time 11:11 AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

Because in this written instrument the grantor is an officer of a political subdivision of the State of Michigan acting in an official capacity, the instrument is exempt from the state real estate transfer tax pursuant to section 6(h) of the State Real Estate Transfer Tax Act, 1993 PA 330, as amended (MCL 207.256(h)), and exempt from the real estate transfer tax levied under 1966 PA 134, as amended (MCL 207.501 to 207.513), pursuant to section 5(h) of 1966 PA 134, as amended (MCL 207.505(h)).

When recorded, return to:
Professional Real Estate Consultant,
LLC
c/o Patrick Woo
15719 37th Ave. NE
Seattle, WA 98155

Send subsequent tax bills to:
Professional Real Estate Consultant,
LLC
c/o Patrick Woo
15719 37th Ave. NE
Seattle, WA 98155

Prepared by:
Benjamin R. Kraft
Washtenaw County Treasurer's
Office
200 N Main St, Suite 200
P.O. Box 8645
Ann Arbor, MI 48107-8645
Transfer fee:
\$ 0.00

Tax Parcel Number
K-11-10-211-004

Recording fee:
\$ 10.00





OFFICIAL SEAL

04/10/09

L-4727 P-980

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Time Submitted for Recording
Date 4/10 2009 Time 9:30AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register



ACS-5894657-60V-2009-1
Lawrence Kestenbaum, Washtenaw

Page: 1 of 1
11:10 A
04/10/09
L-4727 P-980

Notice of Judgment of Foreclosure

Michigan Department of Treasury
3731 (3-04)

Required by section 78k(8) of The General Property Tax Act, 1893 PA 206, as amended, MCL 211.78k(8).

On 02/18/09 in Civil Action No. 08-581-CZ in the Circuit Court for the 22nd Circuit, WASHTENAW County, entered a Judgment of Foreclosure in the Matter of the Petition of the County Treasurer against the property described below vesting absolute title to the real property described below in the County Treasurer of the County of WASHTENAW, as provided by Section 78k of The General Property Tax Act, 1893 PA 206, as amended, MCL 211.78k, if not redeemed by March 31, 2009. Under the General Property Tax Act, the Judgment of Foreclosure became final and unappealable on March 31, 2009.

Parcel No. <u>K -11-10-211-004</u> Owner According to Tax Record: <u>VINING, BERTA JEAN</u>	Property Forfeited to County Treasurer on March 1, <u>2008</u> . Certificate of Forfeiture recorded at: Liber <u>4670</u> , Page <u>86</u>
Property Address (if available): <u>110 JOHNSON ST</u> <u>YPSILANTI MI 48198</u>	Judgment of Foreclosure recorded at: Liber <u>4717</u> , Page <u>623</u>
County: <u>WASHTENAW</u> Local Unit Name: <u>TOWNSHIP OF YPSILANTI</u> Local Unit Code: <u>K</u> Legal Description of the Property: <u>YP# 72-35 LOT 35 JOHNSON PLACE.</u>	
Date <u>4/10/09</u>	County Treasurer Signature <i>Catherine McClary</i>
State of Michigan County of <u>WASHTENAW</u> Subscribed to and sworn before me on this <u>10th</u> day of <u>April</u> , <u>2009</u> . Notary Public: <u>Susan E. Bos</u> My Commission Expires: <u>6-19-12</u>	Drafted by and when recorded, return to: County Treasurer for the County of <u>WASHTENAW</u> ✓ Address: <u>CATHERINE MCCLARY, TREASURER</u> <u>P.O. BOX 8645</u> <u>200 NORTH MAIN ST. SUITE 200</u> <u>ANN ARBOR, MI 48107-8645</u>

SUSAN E. BOS
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES Jun 19, 2012
ACTING IN COUNTY OF WASHTENAW

7



OFFICIAL SEAL

03/13/09
L-4723 P-395

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 1



ACS-5890075-GOV-2009-1
Lawrence Kestenbaum, Washtenaw

01:04 P
03/13/09

L-4723 P-395

Michigan Department of Treasury, LPS
3026 (Rev. 03-04)

This form is issued under the authority
of MCL 211.78g

CERTIFICATE OF FORFEITURE OF REAL PROPERTY

On March 1, 2009 the following real property was forfeited to the **WASHTENAW**
County Treasurer for **NON PAYMENT OF PROPERTY TAXES** for the
year(s) 2007

This property will be titled absolutely in the name of the foreclosing governmental unit if not
redeemed by March 31 after entry of a judgment of foreclosure pursuant to MCL 211.78k.
After this date parties of interest in this property will have NO FURTHER RIGHT TO REDEEM.

Property ID No. K -11-10-211-004	
Owner According to Tax Record WILLIAMS, BERTA	
Property Address 110 JOHNSON ST YPSILANTI MI	Amount for Which Property Forfeited \$ 1,349.05
Property Description YP# 72-35 LOT 35 JOHNSON PLACE.	
Time Submitted for Recording Date <u>3-12</u> 20 <u>09</u> Time <u>9:12 PM</u> Lawrence Kestenbaum Washtenaw County Clerk/Register	
Prepared by CATHERINE MCCLARY, TREASURER P.O. BOX 8645 200 NORTH MAIN ST. SUITE 200 ANN ARBOR, MI 48107-8645	Signature of County Treasurer
	County Treasurer Name Printed CATHERINE MCCLARY, TREASURER



MICHIGAN TOWNSHIPS ASSOCIATION

Dear Township Board:

The Michigan Townships Association is again encouraging every township board to deliberate on and adopt the enclosed Principles of Governance. MTA members throughout the state have enthusiastically embraced these Principles as their own code of conduct, and the MTA Board urges you to reaffirm, or adopt for the first time, these Principles of Governance as an official policy of your township board.

Our objective in promulgating Principles of Governance for our members is straightforward: Township boards can be much more efficient and effective when there is a high degree of trust among board members, and between the board and those whom they are elected to serve. Township boards earn trust by demonstrating their commitment to effectively solving problems and conducting their business in a manner consistent with their community's expectations and values—and then faithfully delivering on those commitments.

The MTA Board of Directors affirms in our mission and values statements that township government embodies efficient, effective, economical, ethical and accountable local government in Michigan. The Principles of Governance embody these core values, and can guide board members toward consistent actions and deeds that reflect well on the township and on themselves. The MTA Board strongly believes that a township board that publicly adopts and adheres to these Principles will enjoy strong public support and be better positioned to achieve great things on behalf of its residents.

As a key part of our collective commitment to fostering efficient and effective township government that has earned the public's trust, the MTA Board invites your board to affirm and practice the enclosed Principles of Governance through formal ratification at a board meeting. By signing this certificate, board members denote their personal pledges to adhere to the Principles. Following board action, we encourage you to frame and proudly post the document in a prominent place for all to see.

Sincerely,

A handwritten signature in cursive script that reads 'Diane Randall'.

Diane Randall
2017 MTA President

Ypsilanti Charter Township

Principles of Governance

To maintain the highest standards and traditions of Michigan townships, we embrace these principles to guide our stewardship, deliberations and constituent services as we commit to safeguard our community's health, safety and general welfare.

We pledge to:

- Insist on the highest standards of ethical conduct by all who act on behalf of this township
- Bring credit, honor and dignity to our public offices through collegial board deliberations, and diligent, appropriate responses to constituent concerns
- Actively pursue education and knowledge, and embrace best practices
- Treat all persons with dignity, respect and impartiality, without prejudice or discrimination
- Practice openness and transparency in our decisions and actions
- Cooperate in all reasonable ways with other governmental entities and consider the impact our decisions may have outside our township's borders
- Communicate to the public township issues, challenges and successes, and welcome the active involvement of stakeholders to further the township's well-being
- Strive for compliance with all state and federal statutory requirements
- Refuse to participate in any decisions or activities for personal gain, at the expense of the best interests of the township
- Further the understanding of the obligations and responsibilities of American citizenship, democratic government and freedom

These principles we pledge to our township, our state, and our country.

Brenda Stumbo, Supervisor

Stan Eldridge, Trustee

Karen Lovejoy Roe, Clerk

Heather Jarrell Roe, Trustee

Larry Doe, Treasurer

Monica Ross Williams, Trustee



MICHIGAN TOWNSHIPS ASSOCIATION

Jimmie Wilson Jr., Trustee

Date

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



Clerk's Office

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

March 4, 2009

Ms. Marsha Ennis, Project Manager
Aerotropolis Development Corp.
600 Randolph, 3rd Floor
Detroit, MI 48226

RE: Detroit Region Interlocal Agreement

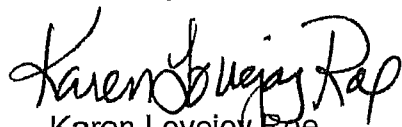
Dear Ms. Ennis:

On Tuesday, March 3, 2009, the Charter Township Board of Trustees unanimously approved the Interlocal Agreement for our participation in the Aerotropolis Development Corporation.

After the document has been fully prepared, please forward it to my office for the required signatures.

If you have any questions regarding this board action, please contact my office.

Sincerely,


Karen Lovejoy Roe
Supervisor

sg

cc: Brenda L. Stumbo, Supervisor
Wm. Douglas Winters, Attorney
File

2/18/09(OAG2)

INTERLOCAL AGREEMENT

creating the

**DETROIT REGION
AEROTROPOLIS DEVELOPMENT
CORPORATION**

Dated, *June 17*, 2009

Article I DEFINITIONS..... 1

Article II CREATION OF THE AEROTROPOLIS DEVELOPMENT CORPORATION 4

 Section 2.01 Creation and Legal Status of the Aerotropolis Development Corporation 4

 Section 2.02 Geographic Boundaries..... 4

 Section 2.03 Principal Office 4

 Section 2.04 Title to Corporation Assets 4

 Section 2.05 Tax-exempt Status 5

 Section 2.06 Compliance with Law 5

 Section 2.07 Independent Contractor..... 5

 Section 2.08 No Third Party Beneficiaries 5

 Section 2.09 Ethics; Conflicts of Interest 5

Article III PURPOSE..... 5

 Section 3.01 Purpose..... 5

Article IV GENERAL POWERS OF CORPORATION 6

 Section 4.01 Powers Granted Under Act 7 6

 Section 4.02 Additional Powers Granted Under Act 7 7

 Section 4.03 Powers Under Other State Law..... 8

 Section 4.04 Bonds or Notes; Limitations 8

 Section 4.05 Tax Limitation 8

 Section 4.06 Limitation on Political Activities..... 8

 Section 4.07 No Waiver of Governmental Immunity..... 8

Article V SPECIFIC POWERS OF CORPORATION; LIMITATIONS..... 9

 Section 5.01 Development Criteria..... 9

 Section 5.02 Design Standards 9

 Section 5.03 Aerotropolis Master Design Plan..... 9

 Section 5.04 Application Criteria and Review; Incentives 9

 Section 5.05 Infrastructure Planning and Development 9

 Section 5.06 Site Selection 9

 Section 5.07 Marketing; Business Attraction 10

 Section 5.08 Real Estate Development..... 10

 Section 5.09 Regulatory Assistance and Processing..... 10

 Section 5.10 Streamlined Permitting Processes 10

 Section 5.11 Local Government Assistance 10

 Section 5.12 Designation of Aerotropolis Development Zones; Criteria; Local Government Party Disapproval 10

 Section 5.13 Designation of Aerotropolis Development Areas; Criteria; Conditions; Local Government Party Disapproval..... 11

 Section 5.14 Designation of Qualified Aerotropolis Business; Local Government Party Disapproval..... 11

 Section 5.15 Approval of Act 198 Tax Abatements; Local Government Party Disapproval..... 12

 Section 5.16 Approval of Personal Property Tax Exemptions; Local Government Party Disapproval..... 12

Section 12.03	Financial Statements and Reports	22
Section 12.04	Freedom of Information Act	22
Article XIII	FINANCES	22
Section 13.01	Annual Budget	22
Section 13.02	Deposits and Investments	22
Section 13.03	Disbursements	22
Article XIV	MISCELLANEOUS	23
Section 14.01	Notices	23
Section 14.02	Entire Agreement	23
Section 14.03	No Presumption	23
Section 14.04	Severability of Provisions	23
Section 14.05	Governing Law	24
Section 14.06	Captions	24
Section 14.07	Terminology	24
Section 14.08	Cross-References	24
Section 14.09	Jurisdiction and Venue	24
Section 14.10	Amendment	24
Section 14.11	Execution of Agreement; Counterparts	24

Section 1.01 "Act 7" means the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967 (Ex Sess), as amended, MCL 124.501 to 124.512.

Section 1.02 "Act 34" means the Revised Municipal Finance Act, Act No. 34 of the Public Acts of Michigan, 2001, as amended, MCL 141.2101 to 141.2821.

Section 1.03 "Act 198" means Act No. 198 of the Public Acts of Michigan, 1974, as amended, MCL 207.551 to 207.572

Section 1.04 "Act 206" means the General Property Tax Act, Act No. 206 of the Public Acts of Michigan, 1893, as amended, MCL 211.1 to 211.157.

Section 1.05 "Act 281" means the Local Development Financing Act, Act No. 281 of the Public Acts of Michigan, 1986, as amended, MCL 125.2151 to 125.2174.

Section 1.06 "Act 376" means the Renaissance Zone Act, Act No. 376 of the Public Acts of Michigan, 1996, as amended, MCL 125.2681 to 125.2696.

Section 1.07 "Act 381" means the Brownfield Redevelopment Financing Act, Act No. 381 of the Public Acts of Michigan 1996, as amended, MCL 125.2651 to 125.2672.

Section 1.08 "ADC" or "Corporation" means the Aerotropolis Development Corporation created by this Agreement, a separate legal entity and public body corporate, to administer the economic development objectives and purposes set forth herein.

Section 1.09 "Aerotropolis Development Area" or "ADA" means that term as may be hereafter defined in Act 281, if amended.

Section 1.10 "Aerotropolis Development Zone" or "Zone" means that term as may be hereafter defined in Act 376, if amended.

Section 1.11 "Aerotropolis Master Design Plan" means an overall conceptual design plan adopted by the Corporation pursuant to Section 5.03 of this Agreement to encourage the coordinated and orderly development of the aerotropolis, including the recommended designation of land uses by the Local Government Parties under relevant provisions of the Zoning Act. The Aerotropolis Master Design Plan shall have no binding force or effect within or upon any portion of the territory of any Local Government Party except to the extent expressly approved by resolution and any necessary implementing ordinance of the governing body of the Local Government Party.

Section 1.12 "Agreement" means this Interlocal Agreement, dated as of the Effective Date.

Section 1.13 "Authority District" means that term as defined in Act 281.

Section 1.14 "Budget Act" means the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of Michigan, 1968, as amended, MCL 141.421 to 141.440a.

Section 1.29 "Public Agency" means that term as defined in Act 7.

Section 1.30 "Qualified Aerotropolis Business" means that term as may hereafter be defined in Act 198, if amended, or other relevant State law.

Section 1.31 "Site Plan" means that term as defined in the Zoning Act.

Section 1.32 "State" means the State of Michigan.

Section 1.33 "Tax Increment Revenues" means that term as defined in Act 281, provided that notwithstanding other provisions of State law, for purposes of the Corporation, "Tax Increment Revenues" shall not include any of the following: The amount of ad valorem property taxes or specific taxes captured by a downtown development authority under Act No. 197, Public Acts of Michigan, 1975, as amended, MCL 125.1651 to 125.1681, a tax increment financing authority under Act No. 450, Public Acts of Michigan, 1980, as amended, MCL 125.1801 to 125.1830, a local development finance authority under Act 281, or a brownfield redevelopment authority under Act 381, if those taxes were being captured by such other authorities on the Effective Date.

Section 1.34 "TIF Plan" means a Development Plan and a tax increment financing plan as those terms are defined and used in Act 281.

Section 1.35 "Zoning Act" means the Michigan Zoning Enabling Act, Act No. 110 of the Public Acts of Michigan, 2006, as amended, MCL 125.3101 to 125.3702.

ARTICLE II
CREATION OF THE
AEROTROPOLIS DEVELOPMENT CORPORATION

Section 2.01 Creation and Legal Status of the Aerotropolis Development Corporation. There is hereby created a separate legal entity and public body corporate to be known as the "Detroit Region Aerotropolis Development Corporation" for the purpose of administering and executing this Agreement. The Corporation shall have all of the powers granted by law and in this Agreement.

Section 2.02 Geographic Boundaries. The boundaries of the Corporation within which it may exercise its powers shall be the collective political boundaries of the Local Government Parties. The Corporation shall have no extraterritorial power or authority.

Section 2.03 Principal Office. The initial principal office of the Corporation is 600 Randolph, Third Floor, Detroit, Michigan 48226, or such other location as may be determined from time to time by the Corporation Board.

Section 2.04 Title to Corporation Assets. Except as otherwise provided under the terms of a transfer of programs and/or funding from a Party or Person to the Corporation, the

engaged in the shipment of tangible personal property via air cargo, supply chain businesses, and other businesses in accordance with State law, and shall include the exercise of power granted by State law and the joint exercise of shared powers, privileges or authority of the Parties to perform successful, effective and efficient economic development programs and functions throughout the geographic boundaries of the Corporation. Shared powers shall include the coordination of complementary local programs and functions of the Parties. To the extent that State law is enacted or amended subsequent to the execution date of this Agreement to provide for powers which may be exercised by the Corporation, as may be hereafter recognized by statute, including by way of example and not limitation the powers to designate Aerotropolis Development Zones and Aerotropolis Development Areas and to grant tax abatements to qualified businesses, as may be hereafter recognized by statute, the Parties desire and intend that the Corporation created hereby be fully empowered and authorized to exercise such powers to the full extent authorized by law from and after such enactment or amendment, without further amendment to this Agreement, subject only to the limitations set forth in this Agreement.

ARTICLE IV GENERAL POWERS OF CORPORATION

Section 4.01 Powers Granted Under Act 7. In carrying out its purposes, the Corporation may perform, or perform with any Person, as applicable, any power, privilege, or authority related to economic development that the Parties share in common and that each might exercise separately to the fullest extent permitted by Act 7 and in accordance with relevant law, except as expressly otherwise provided in this Agreement. The enumeration of a power in this Agreement shall not be construed as a limitation upon the powers of the Corporation, and is in addition to any powers authorized by law. Among other things, the Corporation, in its own name, shall have the power to:

- (a) Make or enter into contracts;
- (b) Employ agencies or employees;
- (c) Acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- (d) Acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property.
- (e) Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties;
- (f) Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under Act 7;

(l) Indemnify, as permitted by law, and procure insurance indemnifying any members of the Corporation Board or officers or employees of the Corporation from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Corporation.

Section 4.03 Powers Under Other State Law. In addition to all general powers granted under Act 7, the Corporation also shall have all of the powers granted to an aerotropolis development corporation under other applicable State law, now existing or as hereafter amended, including specifically by way of example and not limitation Act 376, Act 281, Act 198 and Act 206, it being the intent of the Parties that the Corporation be empowered to accomplish its purposes to the full extent authorized by law.

Section 4.04 Bonds or Notes; Limitations. The Corporation shall not issue any type of bond in its own name or in any way indebted a Party except as provided below. The Corporation may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes provided that the Corporation shall not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the Corporation, exceeds 2 mills of the taxable value of the taxable property within the Parties as determined under section 27a of The General Property Tax Act, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7. Bonds or notes issued by the Corporation are the debt of the Corporation and not of the Parties. Bonds or notes issued by the Corporation are for an essential public and governmental purpose. Pursuant to Section 7(7) of Act 7, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes. Bonds or notes issued by the Corporation are subject to Act 34 as required by Section 7(8) of Act 7.

Section 4.05 Tax Limitation. The Corporation shall not levy any type of tax within the boundaries of any Party. Nothing contained in this Agreement, however, prevents the Parties from levying taxes in their own right and assigning the revenue from such taxes to the Corporation, to the extent permitted by law.

Section 4.06 Limitation on Political Activities. The Corporation shall not spend any public funds on political activities. This section is not intended to prohibit the Corporation from engaging in informational activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.201 to 169.282.

Section 4.07 No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other law. In accordance with Act 7, the Corporation shall not be operated for profit, and it shall perform governmental and not proprietary functions.

Section 5.05 Infrastructure Planning and Development. The Corporation shall have the power to work with State and local government officials in the planning and development of infrastructure within the geographic territory of the Corporation.

Section 5.06 Site Selection. The Corporation shall have the power to assist prospective developers and businesses with selection of development sites within the geographic territory of the Corporation.

Section 5.07 Marketing; Business Attraction. The Corporation shall have the power to conduct marketing and business attraction efforts on behalf of itself and the Detroit metropolitan region.

Section 5.08 Real Estate Development. The Corporation shall have the power to provide consultation to assist any Person in respect of the development of real estate for use by a Qualified Aerotropolis Business within the geographic territory of the Corporation.

Section 5.09 Regulatory Assistance and Processing. The Corporation shall have the power to provide assistance to prospective developers and businesses in respect of applying for and obtaining any necessary or advisable licenses, permits or approvals from federal, State and local government entities.

Section 5.10 Streamlined Permitting Processes. The Parties recognize the need for uniform and streamlined local permitting processes, and therefore the Corporation shall have the power to recommend for approval to the Parties streamlined permitting and approval processes for projects within the geographic territory of the Corporation for consideration by the Parties.

Section 5.11 Local Government Assistance. The Corporation shall have the power to provide assistance to Local Government Parties with the implementation and coordination of economic development programs within the geographic territory of the Corporation.

Section 5.12 Designation of Aerotropolis Development Zones; Criteria; Local Government Party Disapproval. To the extent permitted by Act 376 and herein, the Corporation shall have the power to designate property within the Corporation's geographic territory as a Zone. Prior to any such designation, the Corporation shall receive a resolution of approval from the Local Government Party within which the Zone is proposed to be located. Within the first year following the enactment of the amendatory acts contemplated in this Agreement, each initial Local Government Party shall be entitled to request by resolution and receive the designation by the Corporation of one Zone within its territory, provided: that such Zone shall be consistent with the Aerotropolis Master Design Plan; shall adhere to the permitting, zoning and design standards adopted by the Corporation; each respective Local Government Party shall assist with the preparation of the development plan in respect of such Zone within its territory; and if the number of Zones authorized by State law is fewer than the number of Local Government Parties, this entitlement shall not apply but shall be reviewed by the Corporation and the Local Government Parties to reflect the reduction in the number of Zones authorized. Designation of property as a Zone within the geographic territory of the Corporation shall be accompanied by

Business proposes to locate or is located delivers to the Corporation, either prior to any such designation by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the designation, a resolution from the Local Government Party's governing body stating its disapproval of a Qualified Aerotropolis Business designation; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the Qualified Aerotropolis Business designation to which the original disapproval applied. A Qualified Aerotropolis Business shall be designated only with respect to a particular proposed project for which tax incentives are sought. Each separate proposal submitted by a business for consideration for tax incentives shall require that the business be separately designated as a Qualified Aerotropolis Business in respect of that specific proposal, notwithstanding any prior designation as a Qualified Aerotropolis Business in respect of another proposal. For purposes of the foregoing limitation, "particular proposed project" shall mean a project as described by the business applicant with reasonable specificity satisfactory to the Corporation as to location, development components, operating characteristics, site improvements, capital investment, ancillary improvements, and other relevant information. No separate Qualified Aerotropolis Business designation shall be required for any expansion of an existing project which does not exceed a capital investment of 100% of the capital investment previously made by the Qualified Aerotropolis Business in respect of that existing project.

Section 5.15 Approval of Act 198 Tax Abatements; Local Government Party Disapproval. To the extent permitted by Act 198 and herein, the Corporation shall have the power to establish plant rehabilitation districts and industrial development districts and exercise the other powers under Act 198. The Corporation shall provide written notice of the proposed approval of a plant rehabilitation district or an industrial development district to the Local Government Party within which the district is proposed to be established not more than 10 days following such approval. The Corporation shall have no power to approve, and shall not approve, a plant rehabilitation district or an industrial development district if the Local Government Party within which the proposed plant rehabilitation district or industrial development district is located delivers to the Corporation, either prior to any such approval by the Corporation or not later than 30 days after the Local Government Party has received written notice from the Corporation of the approval, a resolution from the Local Government Party's governing body stating its disapproval of the establishment of the district; provided, however, that a Local Government Party may revoke or rescind its disapproval resolution at any time. If the disapproval resolution is revoked or rescinded, the Local Government Party thereafter may not disapprove of the district to which the original disapproval applied.

Section 5.16 Approval of Personal Property Tax Exemptions; Local Government Party Disapproval. To the extent permitted by Act 206 and herein, the Corporation shall have the power to exempt new personal property under section 9f(1) under Act 206. The Corporation shall provide written notice of the proposed resolution exempting such property to the Local Government Party within which the personal property is located not more than 10 days following the approval of such resolution. The Corporation shall have no power to approve, and shall not approve, any exemption of new personal property under Act 206 if the Local Government Party within which the new personal property proposed to be exempted is located

(3) Cause to be conducted an annual independent audit of the Corporation in accordance with the Budget Act.

(4) Upon the recommendation of the Executive Committee and the Chief Executive Officer, approve the annual budget in accordance with the Budget Act.

(5) Evaluate the Corporation's performance under this Agreement and law and recommend changes to the Executive Committee.

(6) Upon the recommendation of the Executive Committee, establish policies and procedures in respect of ethics and conflicts of interest consistent with Sections 2.09 and 7.09 of this Agreement.

(7) Upon the recommendation of the Executive Committee, approve an investment policy in accordance with Act No. 20, Public Acts of Michigan, 1943, as amended.

Section 6.05 Fiduciary Duty. The members of the Corporation Board are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The members of the Corporation Board shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 6.06 Compensation. The members of the Corporation Board shall receive no compensation for the performance of their duties, but each member shall be reimbursed for such member's reasonable expenses in carrying out those duties. A member of the Corporation Board may engage in private or public employment, or in a profession or business.

ARTICLE VII

EXECUTIVE COMMITTEE AND CHIEF EXECUTIVE OFFICER

Section 7.01 Executive Committee Composition; Appointments. The Executive Committee initially shall have not less than eight (8) and not more than twelve (12) members, and shall be composed as follows:

(a) Eight (8) permanent voting members of the Executive Committee shall be appointed in the following manner: two (2) members representing the Local Government Parties at-large shall be elected by the Corporation Board; one (1) member shall be appointed by the City of Romulus; two (2) members shall be appointed by the Wayne County Airport Authority; two (2) members shall be appointed by Wayne County; and one (1) member shall be appointed by Washtenaw County. Local Government Party at-large representatives shall be selected from among Local Government Parties whose annual

Section 7.03 Vacancies. Vacancies shall be filled by appointments made by the respective appointing entity for the balance of the unexpired term.

Section 7.04 Executive Committee Powers and Responsibilities. The Executive Committee shall exercise all of the powers of the Corporation granted to the Corporation by this Agreement and under law excepting those expressly reserved herein for the Corporation Board. Except as expressly provided otherwise, the Executive Committee shall act by majority vote. The Executive Committee may do any one or more of the following:

(a) Appoint the Chief Executive Officer of the Corporation in accordance with section 7.10 of this Agreement who shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Corporation, subject to oversight of the Executive Committee. The Chief Executive Officer shall receive such compensation as determined by the Executive Committee.

(b) Adopt and submit to the Corporation Board for approval bylaws, rules and procedures governing the Corporation and the Executive Committee and its actions and meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the Executive Committee;

(c) Elect officers of the Corporation, which shall be a Chair, Vice Chair, Secretary and Treasurer, and such other officers or assistant officers as the Executive Committee shall determine from time to time. The offices of Secretary and Treasurer may be combined at the Executive Committee's discretion. Initial officers shall be appointed within thirty (30) days of the first meeting of the Executive Committee;

(d) Approve policies to implement day-to-day operation of the Corporation, including policies governing the staff of the Corporation;

(e) Provide for a system of accounts to conform to a uniform system required by law, and review and recommend to the Corporation Board the Corporation's annual budget in accordance with the Budget Act;

(f) Adopt personnel policies and procedures;

(g) Approve policies and procedures with respect to contracting and procurement;

(h) Recommend to the Corporation Board an investment policy in accordance with Act No. 20, Public Acts of Michigan, 1943, as amended, and establish commercial banking arrangements;

(i) Increase the size of the Executive Committee from time to time and establish terms of office therefor, provided that any additional members shall be required to fully pay in advance the then-applicable membership fee; and

(j) Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

(b) Withdrawal by an employee or member from participation in or discussion or evaluation of any recommendation or decision involving a Corporation project that would reasonably be expected to create a conflict of interest for that employee or member.

Section 7.10 Chief Executive Officer. No later than six (6) months after the first meeting of the Executive Committee, the Executive Committee shall select and retain a Chief Executive Officer. The Chief Executive Officer shall administer the Corporation in accordance with the direction of the Executive Committee, the operating budget adopted by the Executive Committee, the general policy guidelines established by the Executive Committee, other applicable governmental procedures and policies, and this Agreement. The Chief Executive Officer shall be responsible for the day-to-day operation of the Corporation; the control, management and oversight of the Corporation's functions; the preparation of an annual budget in accordance with the Budget Act; and supervision of all Corporation employees. All terms and conditions of the Chief Executive Officer's employment, including length of service, shall be specified in a written contract between the Chief Executive Officer and the Corporation, provided that the Chief Executive Officer shall serve at the pleasure of the Executive Committee, and the Executive Committee may remove or discharge the Chief Executive Officer by a vote of not less than three-fifths (3/5) of its voting members then serving in office.

ARTICLE VIII
DURATION OF, WITHDRAWAL FROM, AND
TERMINATION OF INTERLOCAL AGREEMENT

Section 8.01 Duration. The Corporation commences on the Effective Date and continues for a term of ninety-nine (99) years unless earlier terminated in accordance with this Article VIII.

Section 8.02 Withdrawal by a Party. Any Party may withdraw from the Agreement at any time upon notice given six (6) months in advance to Corporation, or in accordance with section 14.10 of this Agreement, and the Corporation thereafter shall exercise no power or authority within the territory of the withdrawing Party; provided that if the Corporation has incurred debts or obligations which also are debts or obligations of a Party on account of having been expressly authorized by the Party in accordance with Sec. 7(2) of Act 7 and Sec. 4.01 of this Agreement, the Party shall remain obligated for any such payment following its withdrawal from the Agreement; and provided further that the withdrawal of a Party shall not invalidate nor terminate prior to its stated termination date any Zone, ADA, TIF Plan or the collection of Tax Increment Revenues, or any other economic development incentive previously established or granted prior to the withdrawal of the Party, and the withdrawing Party shall be deemed to remain a Party if necessary for the limited purpose of preserving any of the foregoing incentives, and provided further that in the event of a withdrawal by a Party, the Corporation shall not extend the effective term of any of the foregoing incentives beyond its stated termination date.

Section 8.03 Termination. This Agreement shall continue until terminated by the first to occur of the following:

Executive Committee which is not a Party, provided that the credit may not exceed 1/3 of the membership fee otherwise due. Long-term payment plans may be entered into for up to three years with approval from the Executive Committee, provided that a good faith cash payment is made each year and provided further that the Party consents to the designation of an ADA within the Party's territory. Notwithstanding the other provisions of this section, the Executive Committee also may reduce or defer the payment of annual membership fees or make other necessary or convenient accommodations on account of hardship in appropriate cases. The initial annual membership fees are set forth on Exhibit A.

Section 9.03 Personal Property, Assets and Services. Any Party or entity from time to time may make contributions of personal property and assets to the Corporation. The reasonable value of any property, assets and services contributed may be credited against the Party's or other entity's initial annual membership fee as set forth in Section 9.02 and thereafter upon approval by the Executive Committee. Reasonable value shall be determined by the Executive Committee, in its sole discretion, by reference to a published market rate of the items in question, competitive quotes, or other objective measure approved by the Executive Committee.

Section 9.04 Employees. Any Party or entity from time to time may contribute employees to the Corporation. The reasonable value of employees contributed shall be credited against the Party's or other entity's initial annual membership fee as set forth in Section 9.02 and thereafter upon approval by the Executive Committee. Reasonable value shall be determined by the Executive Committee, in its sole discretion, based upon a proration for the time worked of the annual total compensation of the employee being loaned or other objective measure approved by the Executive Committee. The Corporation shall have full discretion to return the employee to the Party or other entity for non-performance, in which case the Party or other entity shall be subject to and shall promptly pay the remaining membership fee.

Section 9.05 Marketing Costs. The Corporation expects and intends to enter into an agreement with the Wayne County Airport Authority under which the Wayne County Airport Authority and the Corporation annually shall prepare a marketing budget for the Corporation for the purpose of paying for marketing efforts designed to attract users to Detroit Metropolitan Wayne County Airport and Willow Run Airport (together, the "Airports"). The agreement shall provide that the Wayne County Airport Authority shall pay the reasonable share of such budget representing Airports-related marketing expenses, but only to the extent permitted by State and federal law and regulation. Expenditure of such budgeted moneys shall be subject to annual review and audit to assure compliance with State and federal law and regulation.

Section 9.06 Acts and Omissions. The Corporation shall only be liable for its own acts or omissions which occur after the Effective Date and none of the Parties shall be liable for any acts or omissions of the Corporation.

Section 9.07 Execution of Documents. The Corporation and each Party shall cooperate in order to execute and deliver to the Corporation any and all documents including bills of sale, assignments, and certificates necessary or appropriate to effectuate each Party's contribution to the Corporation.

Section 11.02 Joint Planning Commission. The Parties agree to consider the feasibility of establishing a joint planning commission under the Joint Municipal Planning Act, Act No. 226 of 2003, MCL 125.131 to 125.143.

ARTICLE XII
BOOKS AND REPORTS

Section 12.01 Accrual Basis. The Corporation shall maintain its books of account on an accrual basis of accounting, except as otherwise required by law.

Section 12.02 Corporation Records. The Corporation shall keep and maintain at the principal office of the Corporation all documents and records of the Corporation. The records of the Corporation shall include a copy of this Agreement along with a listing of the names and addresses of the Parties. Such records and documents shall be maintained until termination of this Agreement.

Section 12.03 Financial Statements and Reports. The Corporation shall cause to be prepared at least annually, at Corporation expense, audited financial statements prepared in accordance with the Budget Act and with generally accepted accounting principles and accompanied by a written opinion of an independent Certified Public Accountant. A copy of the annual financial statement and report shall be filed with the State Department of Treasury within six months after the end of the Corporation's Fiscal Year in accordance with law, with copies filed with each Party.

Section 12.04 Freedom of Information Act. The Corporation is subject to and shall comply with the Freedom of Information Act.

ARTICLE XIII
FINANCES

Section 13.01 Annual Budget. The Corporation shall be subject to and comply with the Budget Act. The Chief Executive Officer annually shall prepare and the Executive Committee and Corporation Board shall approve a budget for the Corporation for each Fiscal Year. Each budget shall be approved not less than 15 days prior to the beginning of the Fiscal Year.

Section 13.02 Deposits and Investments. The Corporation shall deposit and invest funds of the Corporation, not otherwise employed in carrying out the purposes of the Corporation, in accordance with an investment policy established by the Executive Committee and the Corporation Board consistent with State law regarding the investment of public funds.

Section 13.03 Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Executive Committee and in accordance with the Budget Act and law.

Agreement and the application of that provision to other Persons or circumstances is not affected but will be enforced to the extent permitted by law.

Section 14.05 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Section 14.06 Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement. They are solely for convenience of reference and do not affect this Agreement's interpretation.

Section 14.07 Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 14.08 Cross-References. References in this Agreement to any Article include all Sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 14.09 Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan.

Section 14.10 Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of all Parties. In the event that an amendment to this Agreement or alternative form of Agreement is approved by less than all Parties, any Party which has not approved of the amendment or alternative form of Agreement may withdraw from the Corporation.

Section 14.11 Execution of Agreement; Counterparts. Each Party shall duly execute three (3) counterparts of this Agreement, each of which (taken together) is an original but all of which constitute one instrument.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

COUNTY OF WASHTENAW

WITNESS:

Curtis N. Hedger 6-24-09
(Date)

Rolland Sizemore, Sr. 6-24-09
Rolland Sizemore, Sr.
Chair, Board of Commissioners (Date)

APPROVED AS TO FORM:

Curtis N. Hedger 6-24-09
Curtis N. Hedger (Date)
Office of Corporation Counsel

ATTESTED TO:

Lawrence Kestenbaum 6/25/09
Lawrence Kestenbaum (Date)
County Clerk/Register

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CHARTER COUNTY OF WAYNE

WITNESS:

Marshall D. Erwin

BY:

ITS:

Robert J. Jones
County Executive

DATE: 6/17/09

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CITY OF BELLEVILLE

WITNESS:

Maisha L. Ennis

BY: Richard E. Smith

ITS: Mayor

BY: _____

ITS: _____

DATE: 6/17/09

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CHARTER TOWNSHIP OF HURON

WITNESS:

Wanda L. Evans

BY: Edna Dorn

ITS: Supervisor

BY: James D. Bowman

ITS: Deputy Clerk

DATE: 8/17/09

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereinafter set forth.

CITY OF ROMULUS

WITNESS:

Martha A. Ernst

BY:

[Signature]

ITS:

Mayor

BY:

[Signature]

ITS:

Clark

DATE: 6/17/09

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CITY OF TAYLOR

WITNESS:

Masha L. Enns

BY:

[Signature]

ITS:

Mayor

Victoria Otto

BY:

[Signature]

Victoria Otto 6/19/09

ITS:

Clerk

Mary Ann Riley

DATE: 6/17/09

EXHIBIT A

MEMBERSHIP FEE SCHEDULE

Annual Membership Fees:

County Party	\$ 50,000 per seat on Executive Committee
Local Government Party	25,000 each Party
Private Sector/ Foundation	50,000 per seat on Executive Committee

Fixed Entry Fees:

Local Government Party	\$ 50,000 each Party
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IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CHARTER TOWNSHIP OF VAN BUREN

WITNESS:

Marsha L. Edwards

BY: Paul W. White

ITS: Supervisor

BY: Tom Whipple

ITS: Clerk

DATE: 6/17/09

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CITY OF YPSILANTI

WITNESS:

Frances McMullen

BY:

Paul J. Schreiber
PAUL J. SCHREIBER

ITS:

MAYOR

BY:

Frances McMullen

ITS:

City Clerk

DATE: 6/19/09

IN WITNESS WHEREOF, this Agreement is executed by each Party on the date hereafter set forth.

CHARTER TOWNSHIP OF YPSILANTI

WITNESS:

Maestra L. Enns

BY: Doreen J. Stumilo

ITS: Supervisor

BY: Debra J. Papp

ITS: Clerk

DATE: 6/17/09

PUBLIC HEARING

- A. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, JULY 18, 2017 AT APPROXIMATELY 7:00PM – CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #209 TURTLE CREEK #2

PUBLIC HEARING

- A. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, JULY 18, 2017 AT APPROXIMATELY 7:15PM – CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #210 FORD LAKE VILLAGE #2-2

OTHER BUSINESS
