

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.

December 5, 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**



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, DECEMBER 5, 2017

5:00pm

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

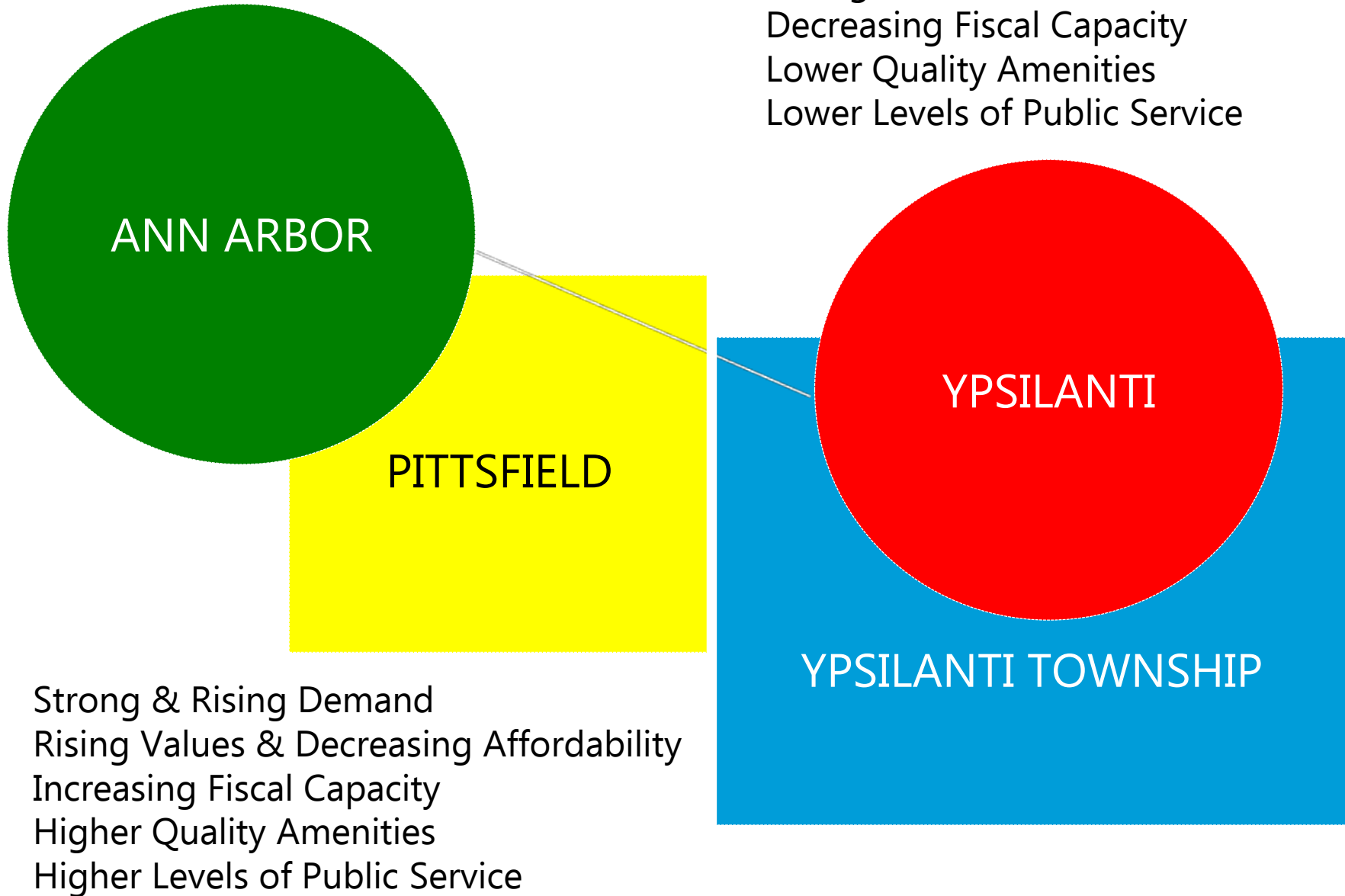
1. PRESENTATION OF FAIR HOUSING STUDY AND AFFIRMATIVELY FURTHERING FAIR HOUSING..... TERESA GILLOTI AND ANDREA PLEVAK
2. REQUEST TO ENTER INTO CLOSED SESSION PURSUANT TO MCL 15.268 SECTION 8 SUBPARAGRAPH (C) OF THE OPEN MEETINGS ACT... "FOR STRATEGY AND NEGOTIATION SESSIONS CONNECTED WITH THE NEGOTIATION OF A COLLECTIVE BARGAINING AGREEMENT IF EITHER NEGOTIATING PARTY REQUESTS A CLOSED HEARING".
3. AGENDA REVIEW SUPERVISOR STUMBO
- 4.. OTHER DISCUSSION BOARD MEMBERS



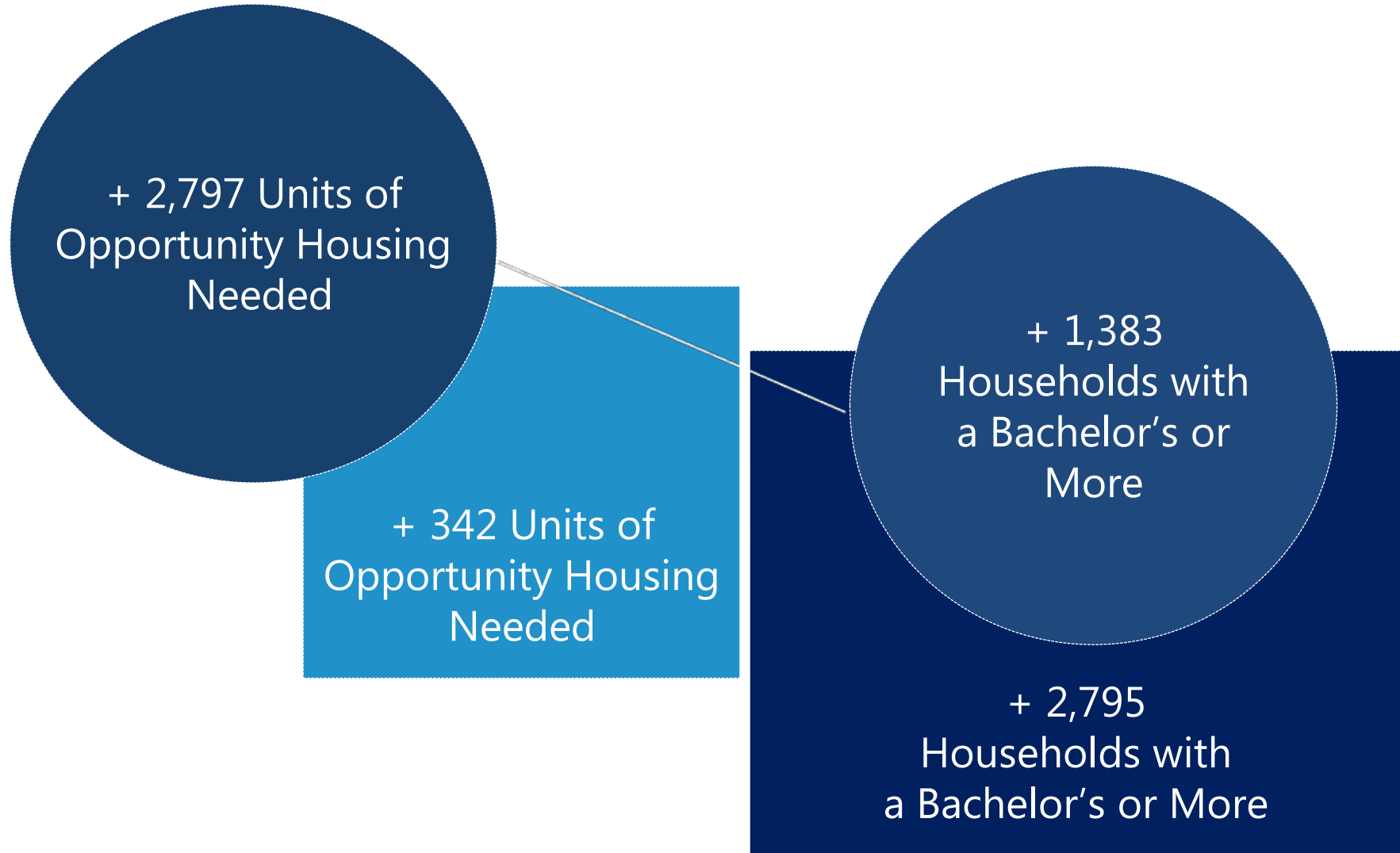
Washtenaw County Housing Affordability and Economic Equity - update

December 5, 2017

Present Day Status Quo



Units Needed to Rebalance the Region by 2035:



GOALS AND PRINCIPLES |

Ann Arbor

+140/year



new units
non-student
or
<60% AMI

Pittsfield

+17/year



MORE AFFORDABLE HOUSING ◀

▶ by 2035

Add college-educated households in the City of Ypsilanti and Ypsilanti Township without increasing economic and racial segregation.

Ypsilanti City +
60/year
Ypsilanti Township

+ 140/year




HOUSING MARKET IMPROVEMENT ◀


▶ by 2035


college educated households

GETTING STARTED

- 
- ▶ Washtenaw County led the effort to complete the Housing Affordability and Economic Equity – Analysis Report, completed in January 2015.

- 
- ▶ Report adopted in 2015 by Ann Arbor DDA, City of Ann Arbor, City of Ypsilanti, Pittsfield Township, Ypsilanti Township & Washtenaw County

- 
- ▶ Convened Housing & Equity Leadership Team, a small cohort of elected and appointed officials to urbanized communities to discuss report, implementation, and shared experiences.

- 
- ▶ Organized and presented the Equity Summit, broadening the discussion of affordable housing, and featuring discussions from the lens of housing, criminal justice, health, and education.

- 
- ▶ Developed and released OpportunityWashtenaw.org an online resource for applying data through a geographic lens to explore strengths and disparities throughout Washtenaw County.

ANN ARBOR | GOALS

MORE AFFORDABLE HOUSING

 by **2035**



+ 140/year

new units
non-student
or
<60% AMI

 **+ 2 in 2015**

 **+ 16 in 2016**

- \$900,000 to AAHC from affordable housing fund
- Continued AAHC rehab of all units through RAD program
- Changes to ADU zoning
- Committed 1/2 of proceeds from sale of Library Lot and 1/3 of county millage to Affordable Housing fund

PITTSFIELD | GOALS

**MORE AFFORDABLE
HOUSING**

 **by 2035**



+17/year

**new units
non-student
or
<60% AMI**

 **+0 in 2015 & 2016**

- Held design charrettes to design key nodes where mixed-income housing can be incorporated
- Mixed-use plan adopted for Packard/Carpenter and State Street

CITY OF YPSILANTI | GOALS

HOUSING MARKET
IMPROVEMENT



by 2035

+ 69/year

Increase in college
educated households

Grow college-
educated households
in the City of Ypsilanti
and Ypsilanti Township
without increasing
economic and racial
segregation.



-87 in 2016

- All Ypsilanti Housing Commission units rehabbed or redeveloped by end of 2017.
- Large section of the Border to Border trail added with pedestrian bridge from Riverside Park to Michigan Avenue
- City incorporated Neighborhood Enterprise Zone to encourage infill development in southside neighborhoods
- Successful RFP for development of City-owned Park Street property

YPSILANTI TOWNSHIP | GOALS

HOUSING MARKET
IMPROVEMENT



by **2035**

+ 140/year Increase in college
educated households

Grow college-
educated households
in the City of Ypsilanti
and Ypsilanti Township
without increasing
economic and racial
segregation.



+75 in 2016

- Expanded rental inspections program to include ALL rental properties
- Continued active partnership with H4H with general fund support for Housing acquisition and rehabilitation supporting home ownership and neighborhood stabilization in West Willow, Gault Village and recent the expansion to Sugarbrook
- Worked with developers on market-rate housing to include some lower-income for sale homes in new developments
- RFQ for development of Township-owned properties

WASHTENAW COUNTY | GOALS

SUPPORT & AMPLIFY LOCAL EFFORTS



- ▶ Develop a process to evaluate all county investments through an equity lens (2018)



- ▶ Advocate for legislative change to allow local units more ability to incentivize affordable housing



- ▶ Select developer to provide mixed-income developer on Platt Road including at least 50 affordable housing units



Washtenaw Urban County Assessment of Fair Housing Plan

September 29, 2017

Affirmatively Furthering Fair Housing

- Information gathering: June – August 2017
- Data analysis – HUD, Census and local data
- Community engagement: focus groups, stakeholder interviews and surveys

Assessment of Fair Housing Plan

- August – September 2017
- Draft plan including 5-year goals and Action Steps
- Get feedback from stakeholders – adopt plan

Implementation

- FY 2018 – 2023
- Implement various components in step with local stakeholders and partners

Data collection

- Subcommittee helped direct data collection/analysis –Urban county/AAHC
 - Use of HUD dataset including American Community Survey (ACS) and Comprehensive Housing Affordability Strategy (CHAS) data
 - Local data collection through surveys and focus groups
 - Other local data including school district information, Mortgage data, etc.
 - Development of neighborhood profiles for select neighborhoods throughout the county

WEST WILLOW



BRIEF HISTORY



In early 1946, Kaiser Frazer leased the Willow Run Bomber Plant from the Federal Government to conduct aerospace and automotive production (pictured left). Due to unrelenting demand for housing returning veterans and their families, new permanent-quality homes were constructed by Kaiser Frazer just west of the plant complex in 1946-1947. Dubbed "West Willow," and intended for the plant's managers and supervisors, it created accommodations that were modern and spacious for the standards of the era.

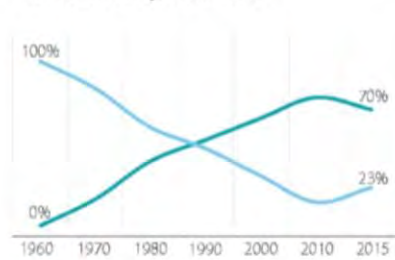
DEMOGRAPHICS

Total Population: 3,249

Total Population by Race, 2015
In Percentages



Race & Ethnicity, 1960 - 2015



Education Attainment
Bachelor's Degree or Higher, 2015

	West Willow	County
15%	15%	53%
13%	13%	26%
16%	16%	54%

Total Population by Hispanic/Latino:
1% in West Willow; 4% in Washtenaw County

Median Household Income, 2015



Unemployment, 2015
In Percentages



Data for Hispanic/Latino and Asian not shown on some charts due to small percentages.
2010 and 2015 demographic data is from ACS 5-year estimates, 1960 - 2000 is from the Decennial Census
Sources: Washtenaw County GIS; Washtenaw County Equalization; U.S. Census Bureau, assessed through Social Explorer Table.
For more information, visit www.washtenaw.org/aff.



Community Engagement

Surveys

- 788 survey responses received
 - 484- Online surveys
 - 220 - Paper surveys via OCED partners
 - 84 – Paper surveys via AAHC (voucher households)
- Survey was open July 5- August 14

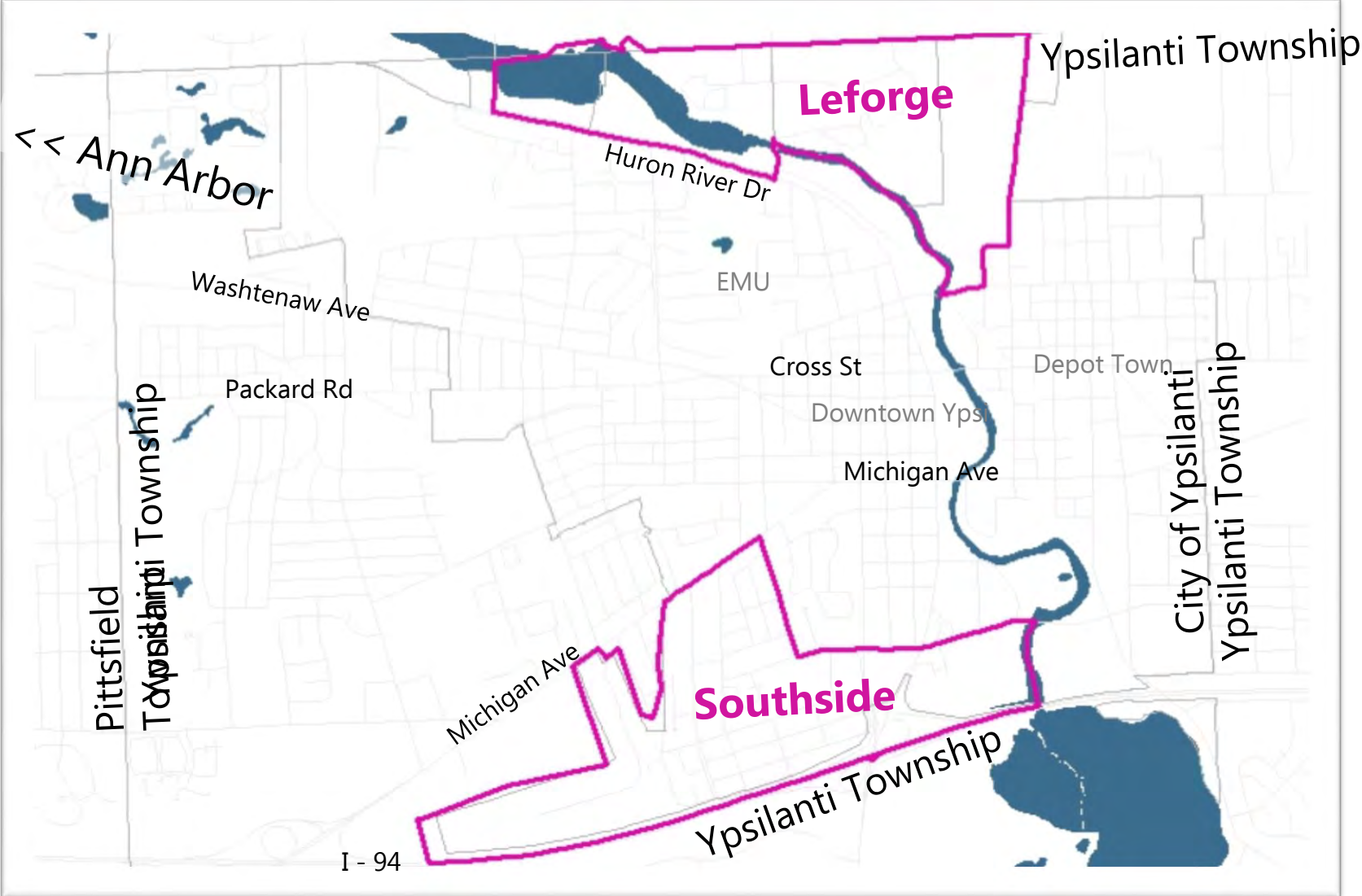
Focus Groups

- ✓ Bryant – July 19
- ✓ Ann Arbor Center for Independent Living – August 1
- ✓ Parkridge – August 3
- ✓ Ypsilanti renters – August 7
- ✓ West Willow – August 8
- ✓ Offender Success Program – August 9
- Whitmore Lake – August 14 (Canceled)

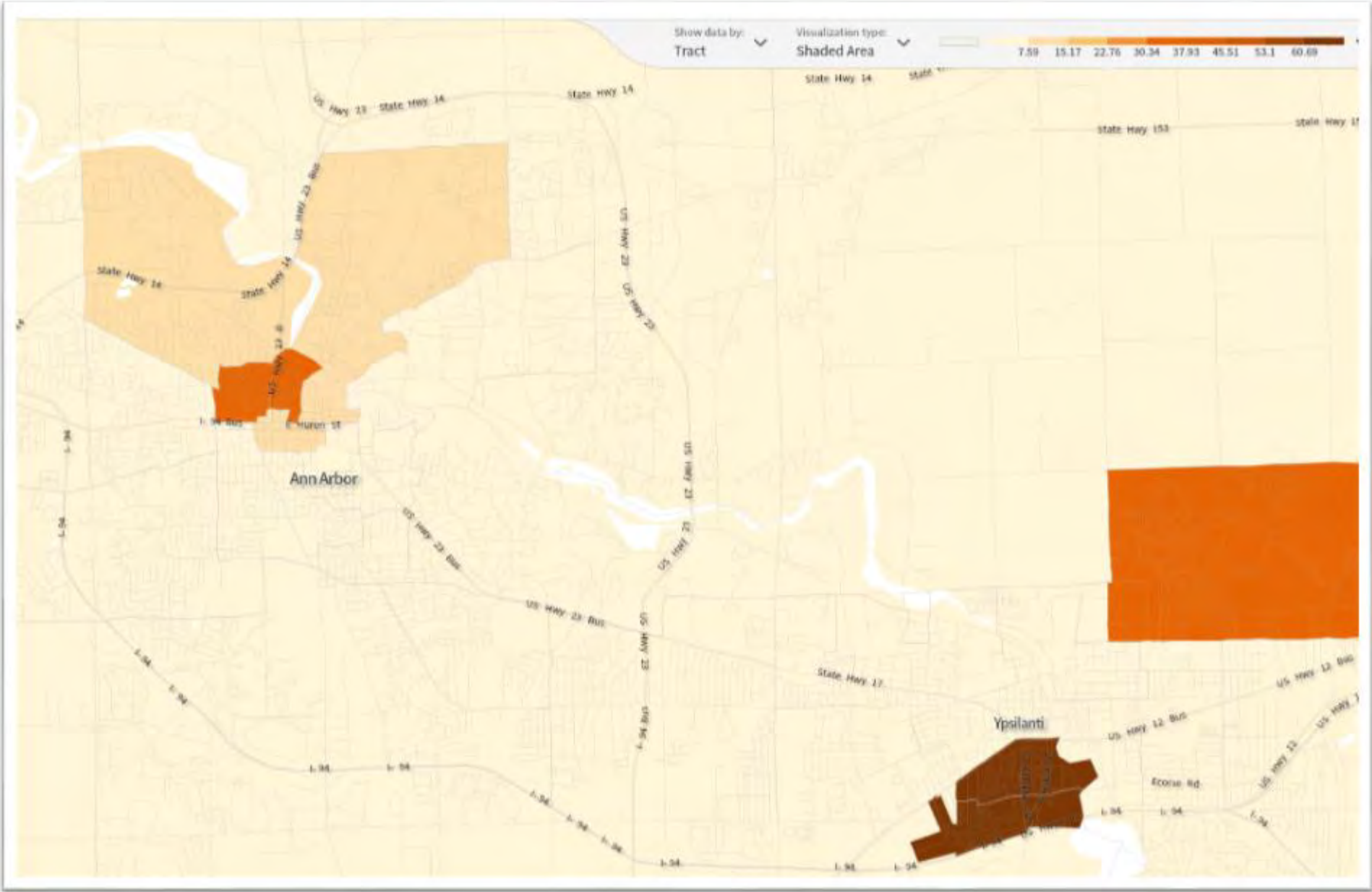


Racially/Ethnically Concentrated Areas of Poverty

HUD Data: Racial/Ethnically Concentrated Areas of Poverty (R/ECAP)



African American Population, 1960



Leforge

Total Population	2,494
Population Density (per sq. mile)	4,780.2
Race & Ethnicity	
African American	56.5%
White	29.2%
Asian	2.3%
Some other Race	1.8%
Two or More Races	10.2%
Hispanic	6.6%
Age	
Under 18	545 (21.8%)
Over 65	36 (1.4%)
EDUCATION ATTAINMENT (25 YEARS AND OLDER)	
Less than High School	5.9%
High School Graduate (GED)	22%
Some College	47.2%
Bachelor's Degree	19.3%
Master's, Professional School, Doctorate Degree	5.5%
POVERTY	
Median Household Income	\$24,886
Children under 18 years living in poverty	49.1%
Unemployment Rate	13.3%
HOUSING	
Total Housing Units	1,253
Vacancy Rate	12.8%
Publicly Supported Housing	142 Units
% of rental units using a Housing Choice Voucher	15%

- Low median household income
- High unemployment
- High child poverty rate
- Lower educational-attainment

Access to Opportunity





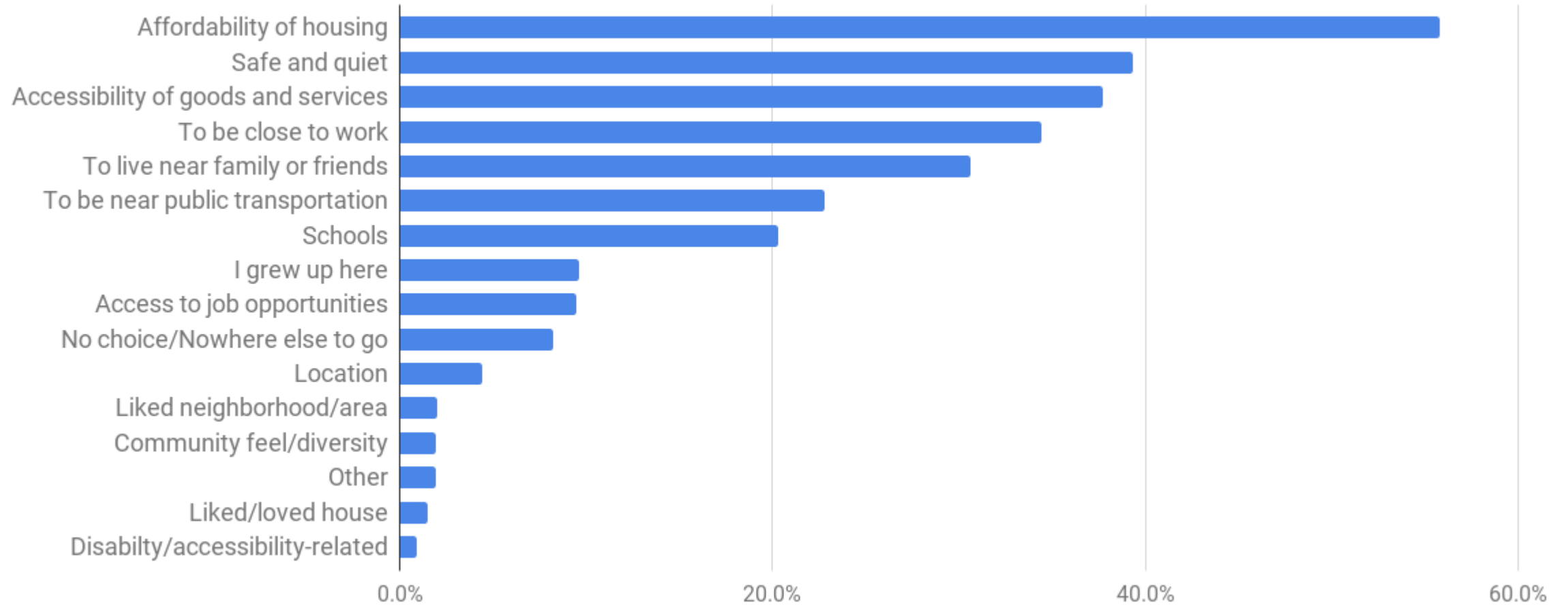
ACCESS TO AFFORDABLE HOUSING

Housing Affordability and Economic Equity - Analysis

Washtenaw County, Michigan



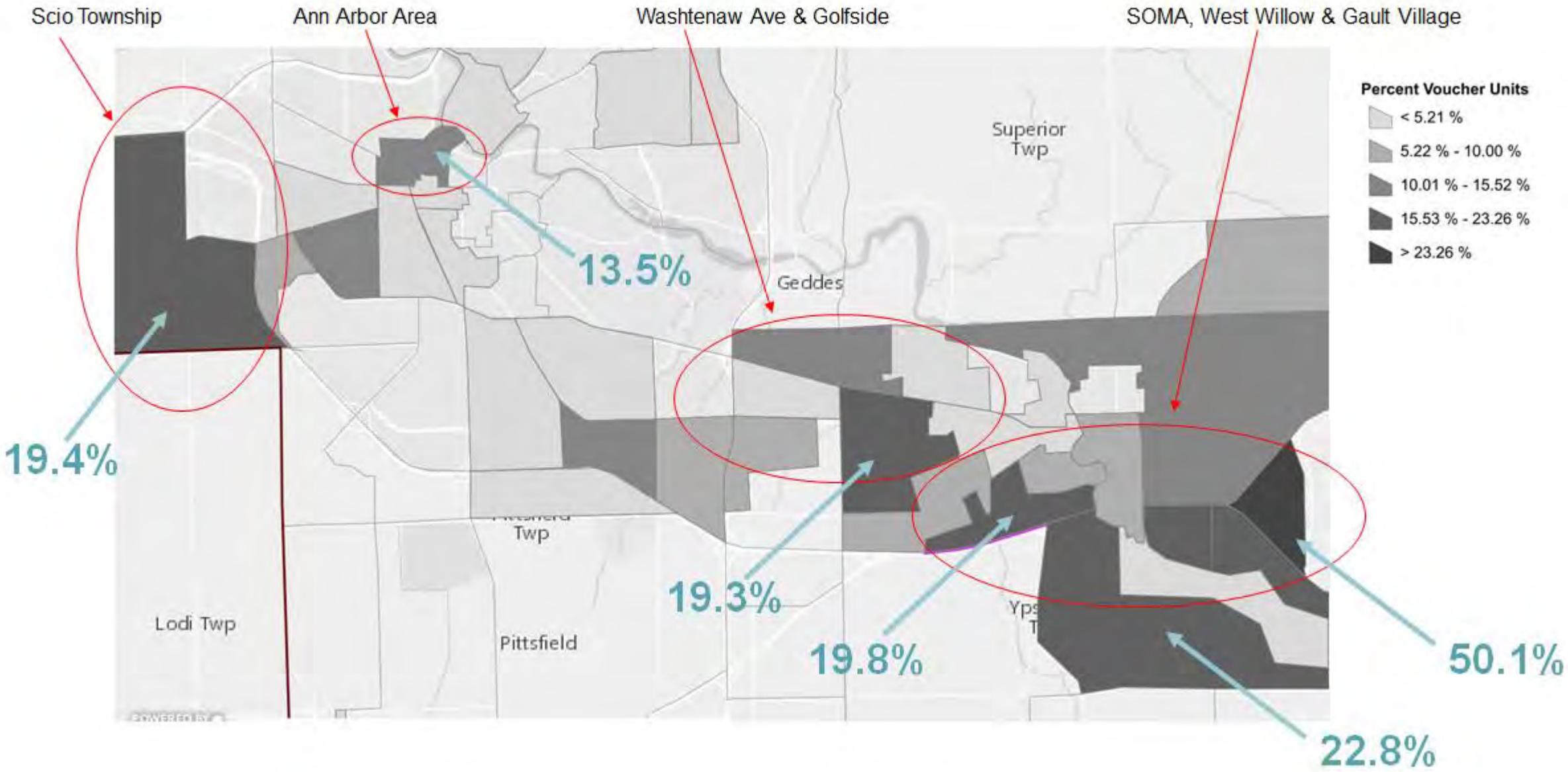
Reasons when deciding where to live:



52% of respondents rated housing affordability in their neighborhood as “fair” or “poor”.

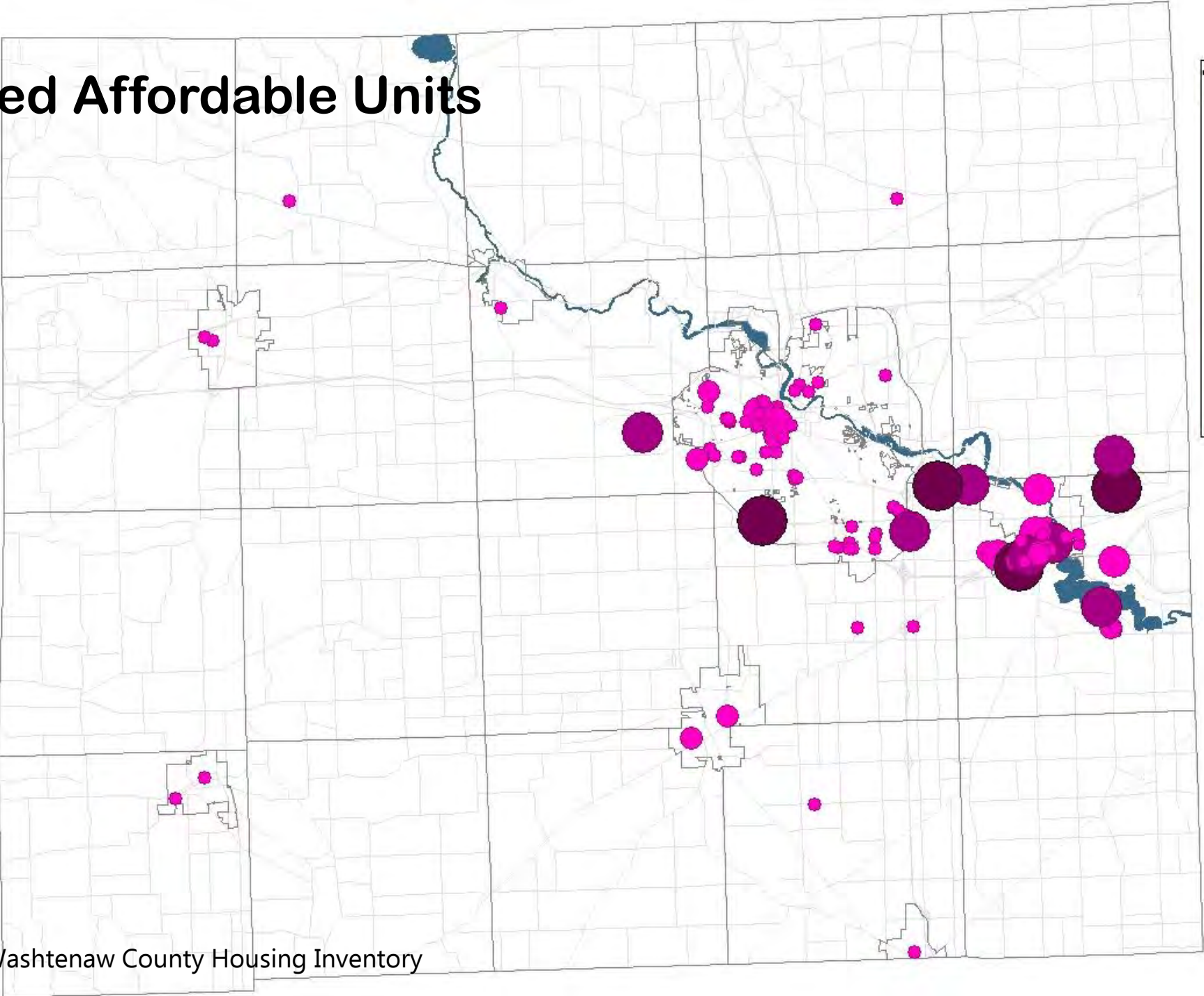
When asked if overall housing costs changed during the past 3 years, 68% of survey respondents noted housing costs increased.

Housing Vouchers



Source: Publicly Supported Housing, Map 5 HUD-Provided Data, egis.hud.gov/affh

Committed Affordable Units



Source: 2017 Washtenaw County Housing Inventory



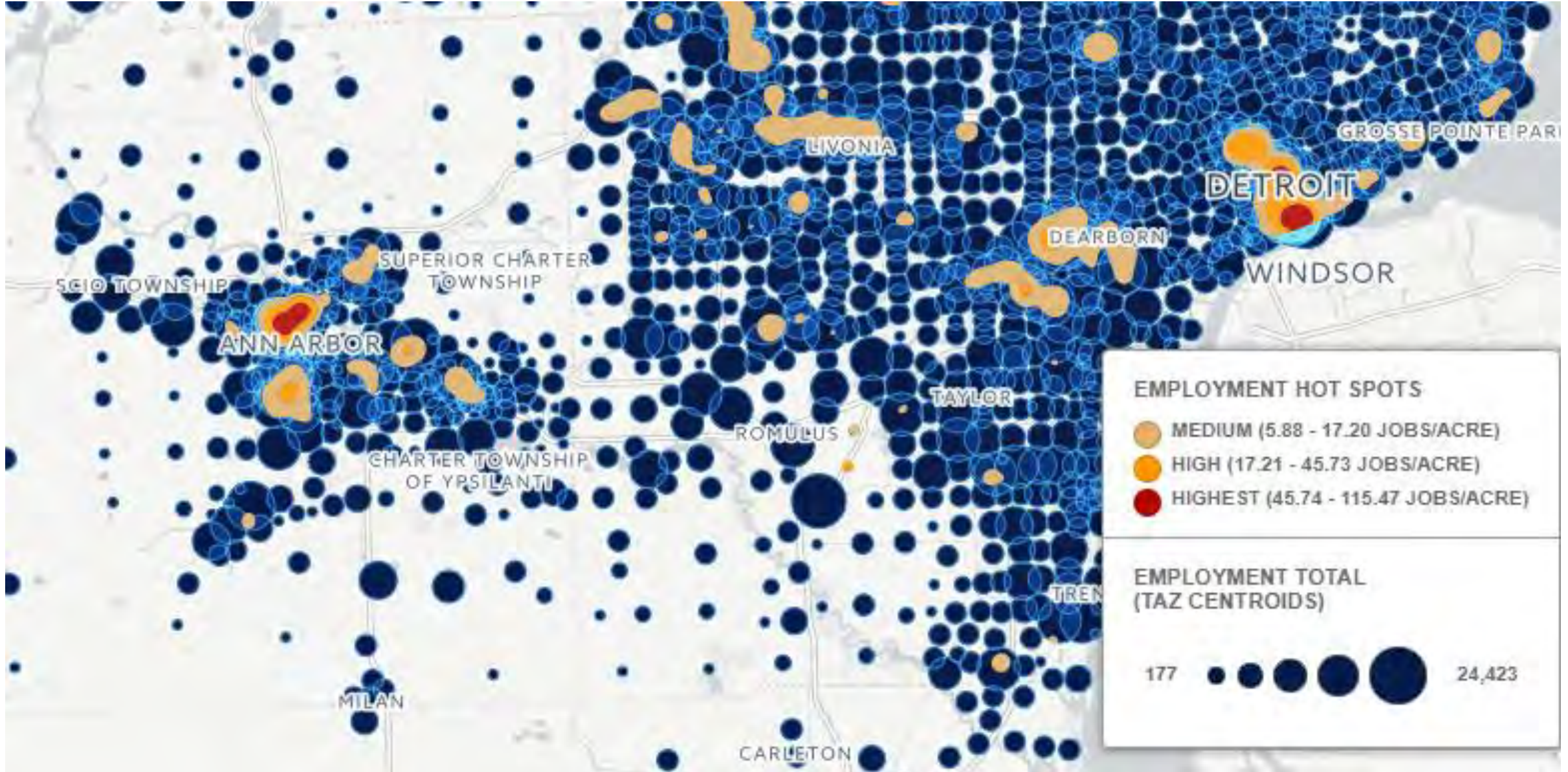
ACCESS TO EMPLOYMENT

Number of Jobs Lost and Gained in 2003 vs 2013



Source: On the Map - LEHD Census Data 2003 and 2013

Employment Density



Source: Employment Density Maps, Southeast Michigan Council of Governments (SEMCOG)



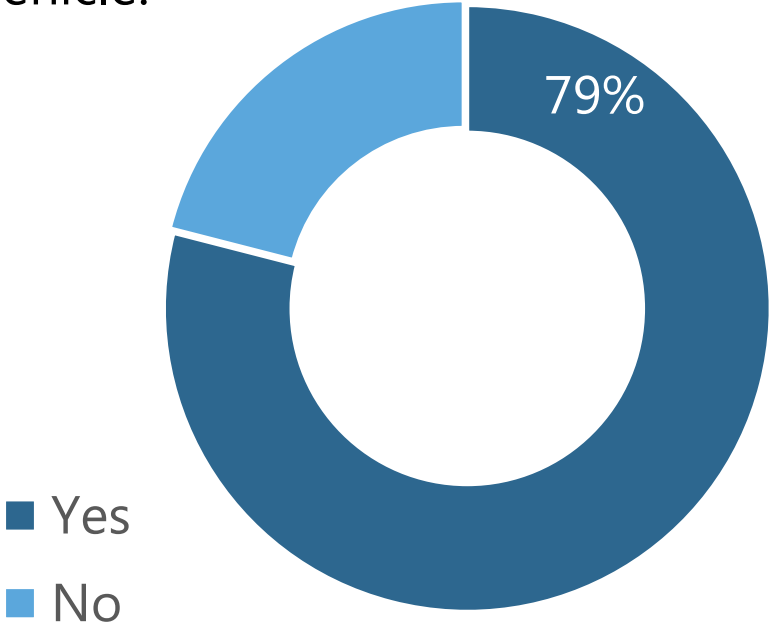
ACCESS TO TRANSPORTATION

Access to a Vehicle – reliable transportation

2015 Michigan Works! Survey of Job seekers noted that #1 issue with finding and keeping a job is access to a vehicle and/or reliable transportation.

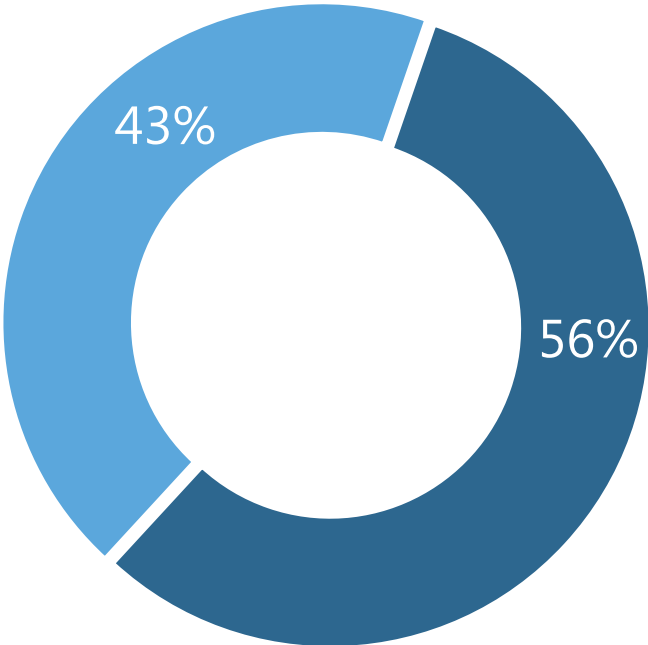
Access to a Vehicle

1 in 5 respondents from the Michigan Works! Report do not have access to a vehicle.



Vehicle Maintenance

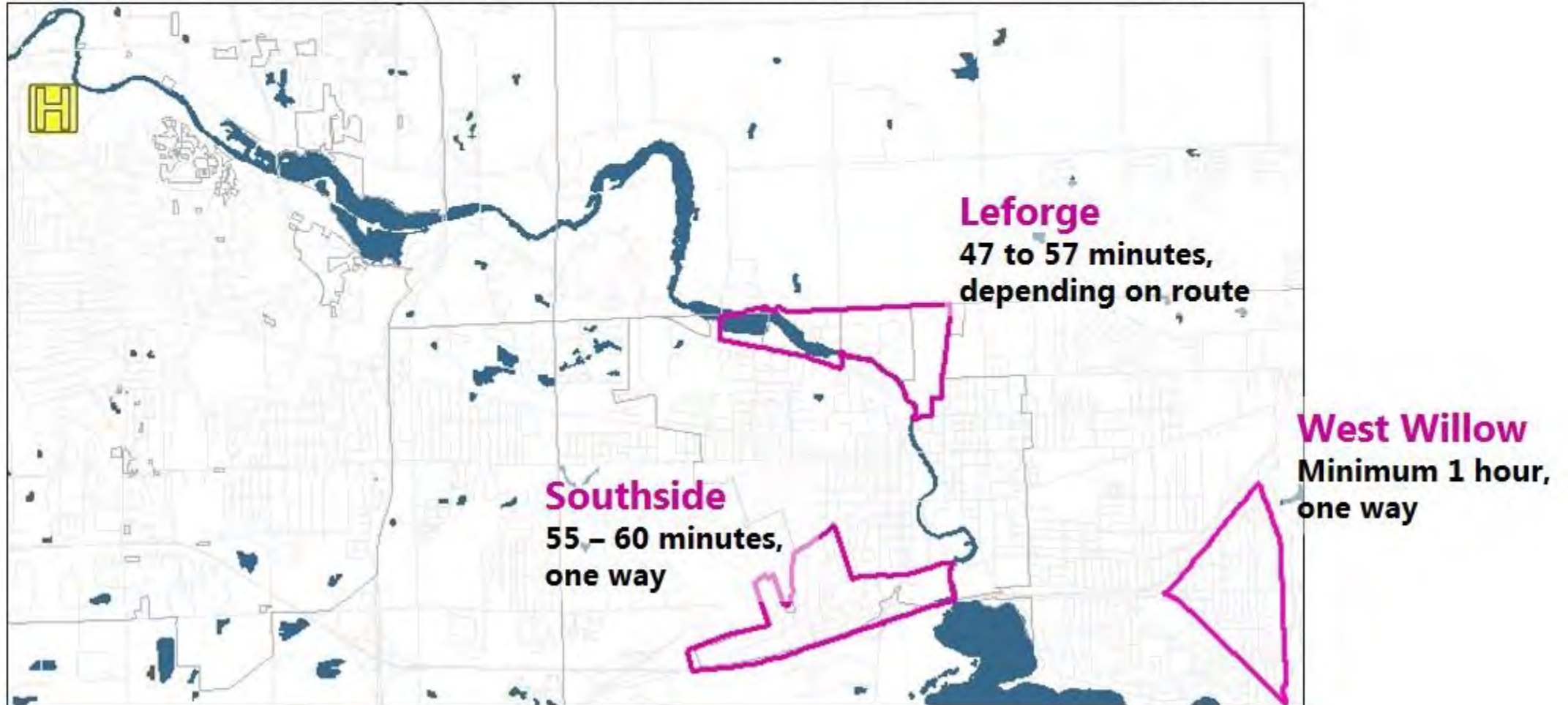
Among those with vehicle access, has the vehicle needed repairs that you could not afford to pay for in the last two years?



Source: 2015 Region 9 Michigan Works! Customer Surveys, Exhibits G and H

Commuting by bus

While [AAATA The Ride] greatly improved, travel times from the following locations to U of M Hospital usually hover about 1 hour one way:



Many focus group participants shared concerns about access to transportation and jobs, especially in areas (i.e. Ypsilanti City and Township) of predominantly African American residents.

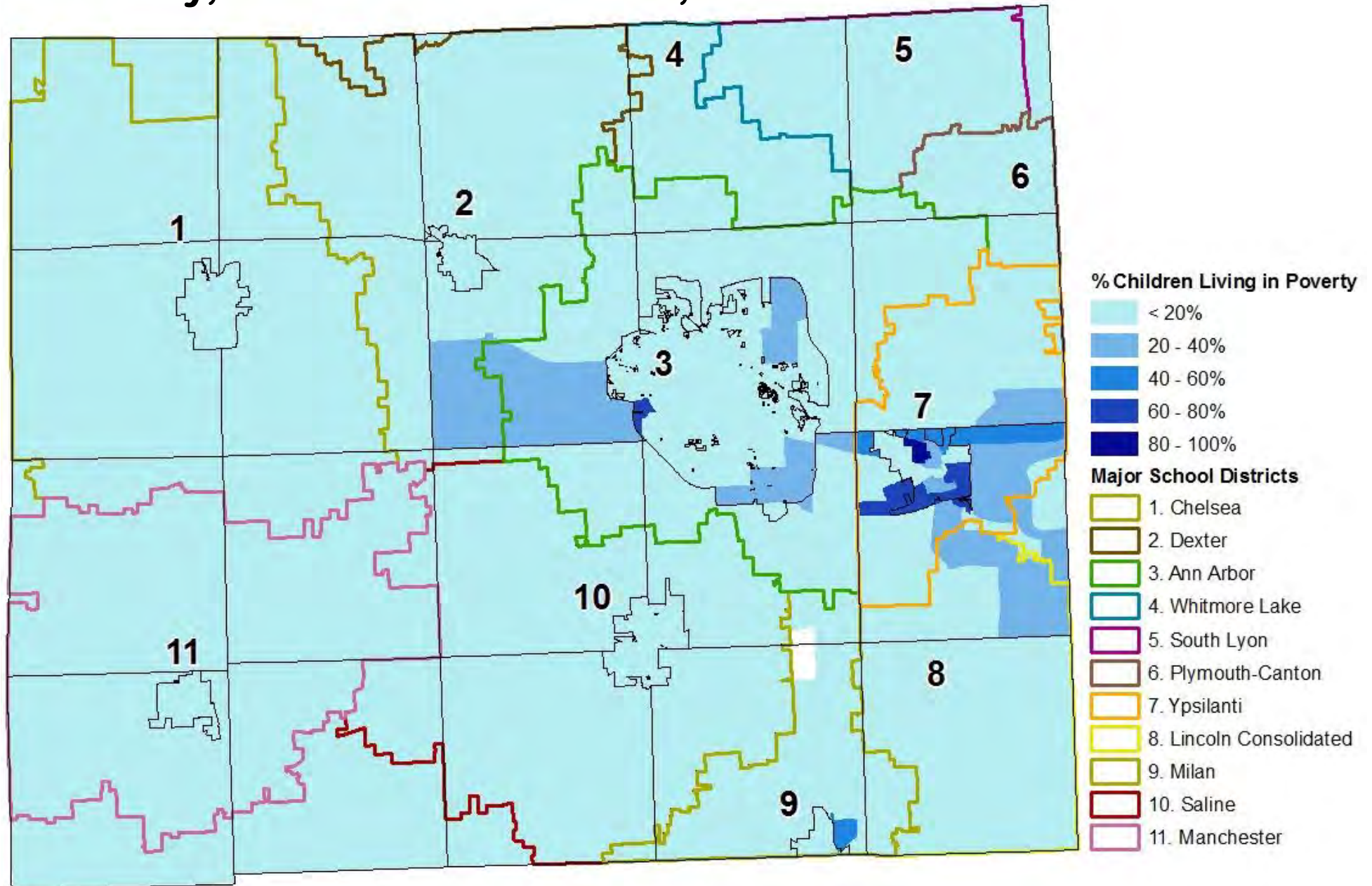
Focus group participants from the Ann Arbor Center for Independent Living spoke to their concern of accessibility to the physical bus stop, noting the lack of sidewalks and other infrastructure issues creates barriers to boarding the bus.



ACCESS TO EDUCATION

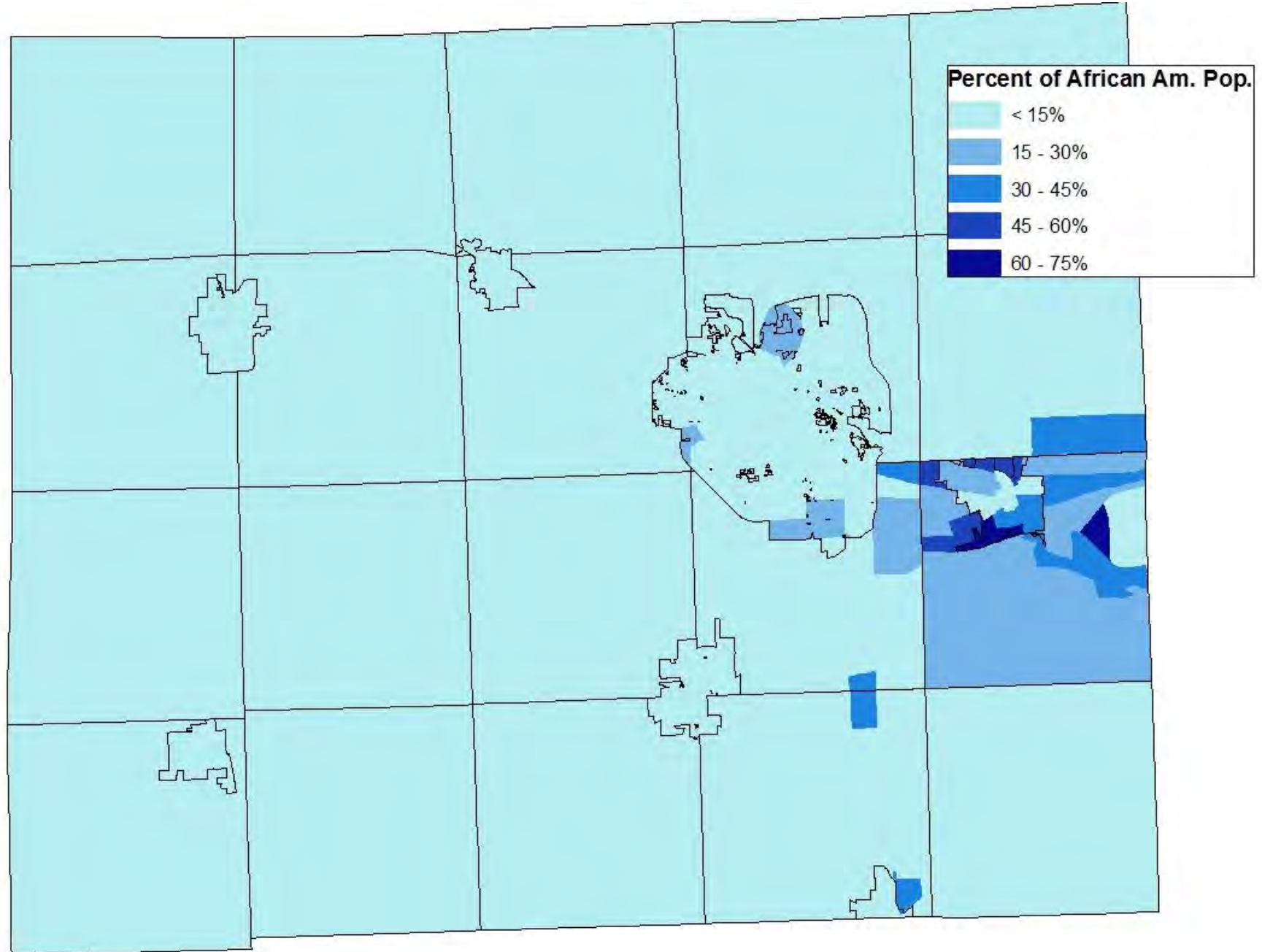
The Goal: Support efforts to create an equitable county-wide public education system

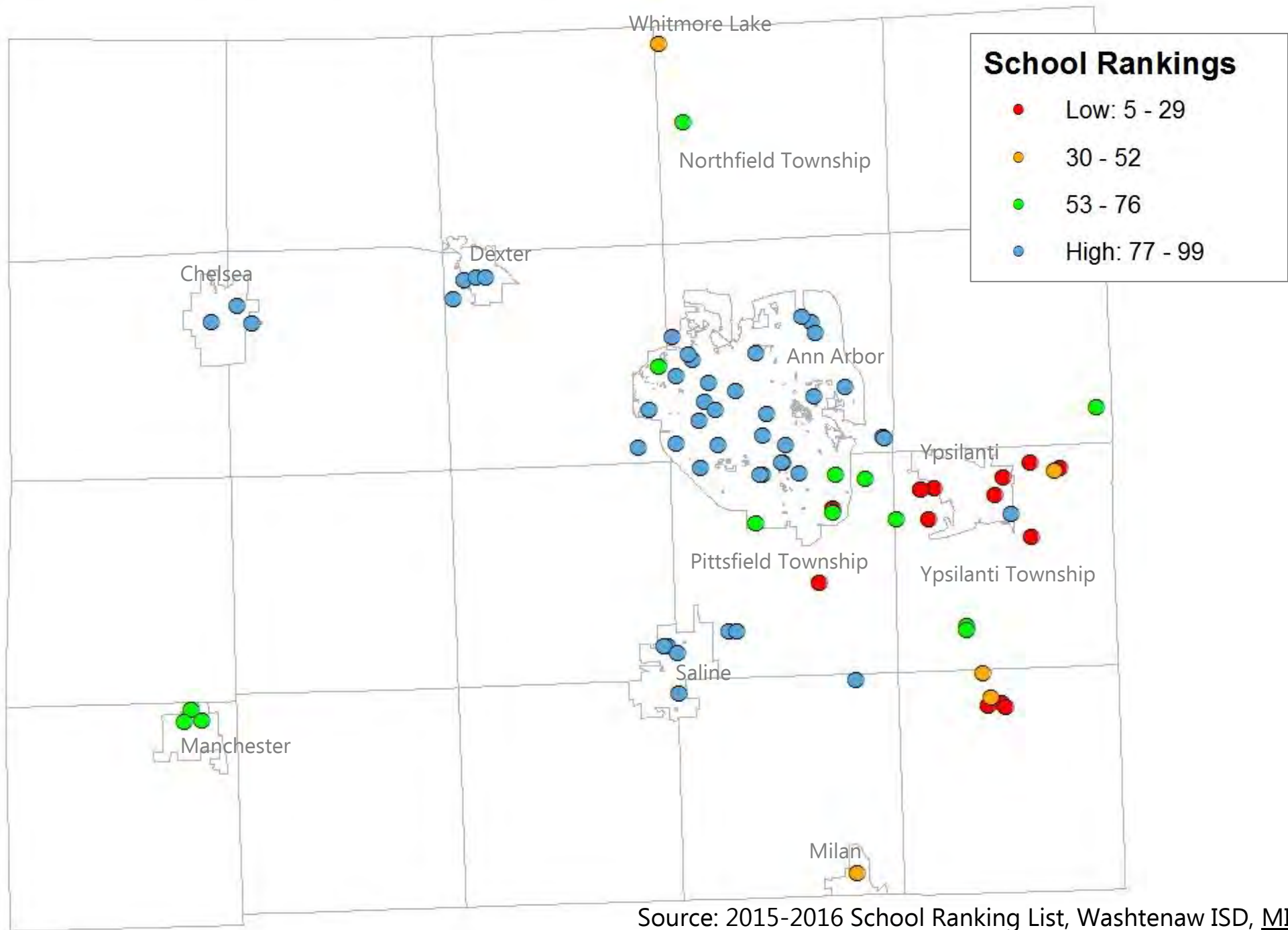
Children Living in Poverty, with School Districts, 2015



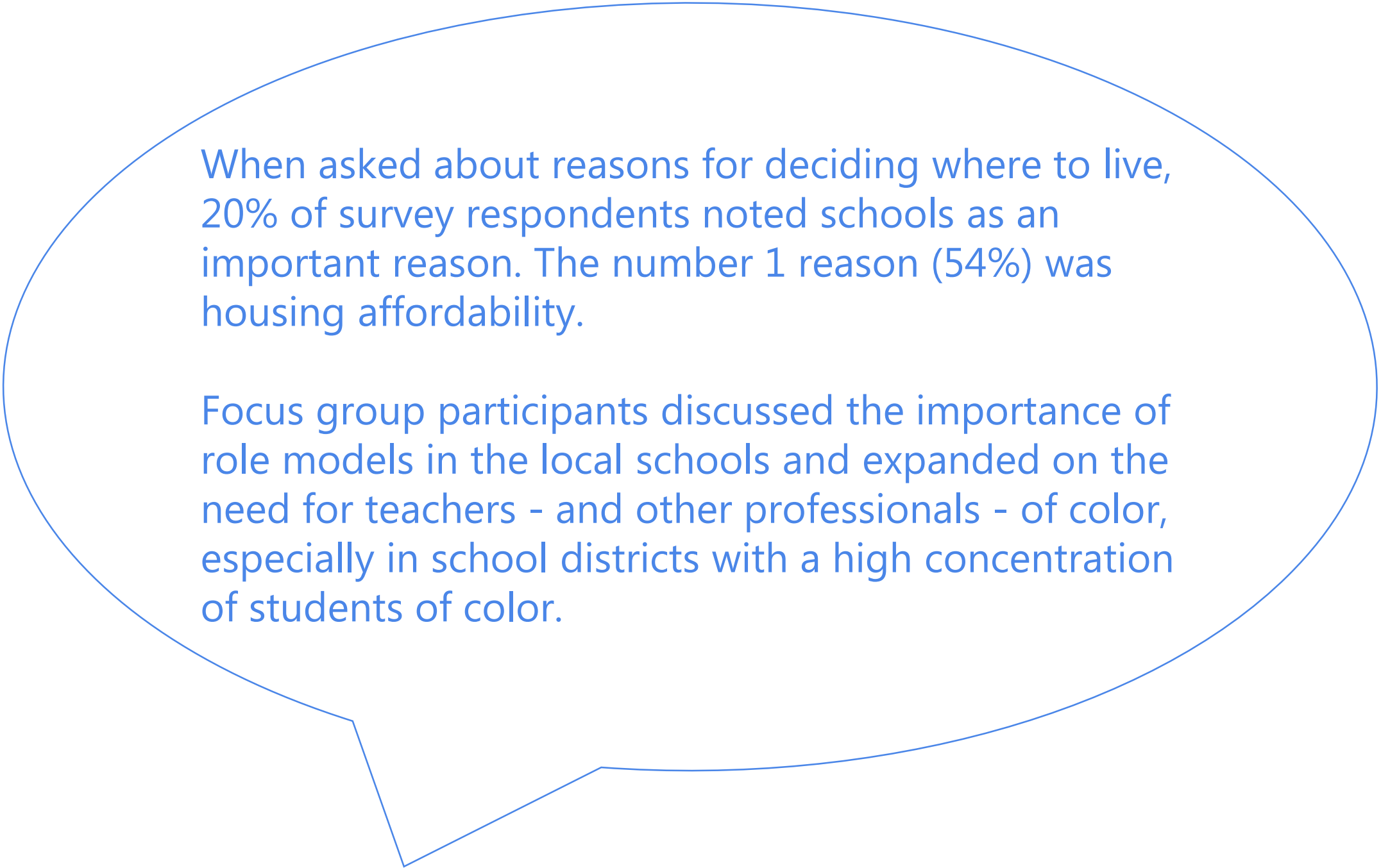
Source: Race by Black or African American Alone, 2015 American Community Survey 5-year Estimates

African-American population by census tract – 2015





Source: 2015-2016 School Ranking List, Washtenaw ISD, [MI School Data](#)



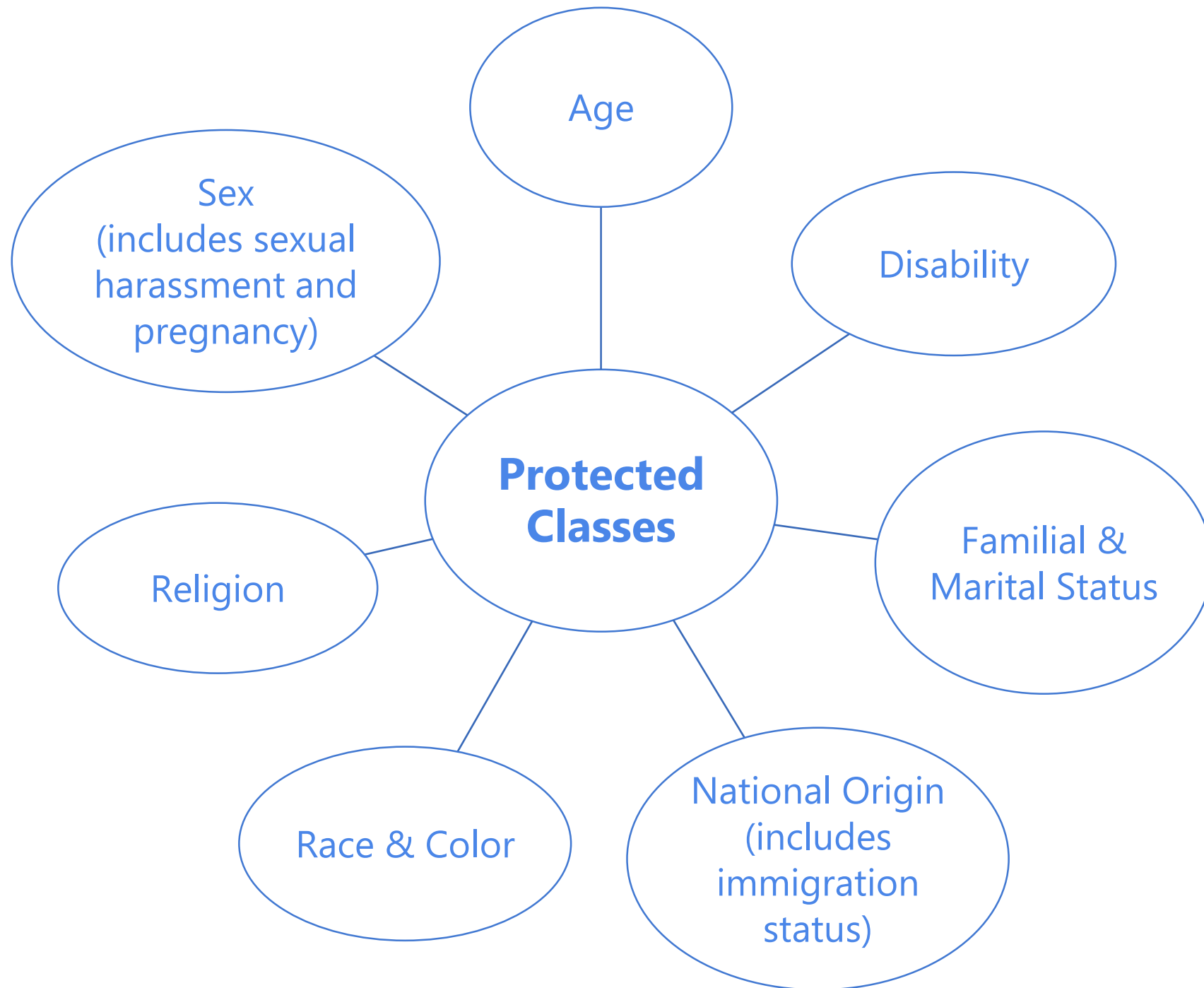
When asked about reasons for deciding where to live, 20% of survey respondents noted schools as an important reason. The number 1 reason (54%) was housing affordability.

Focus group participants discussed the importance of role models in the local schools and expanded on the need for teachers - and other professionals - of color, especially in school districts with a high concentration of students of color.

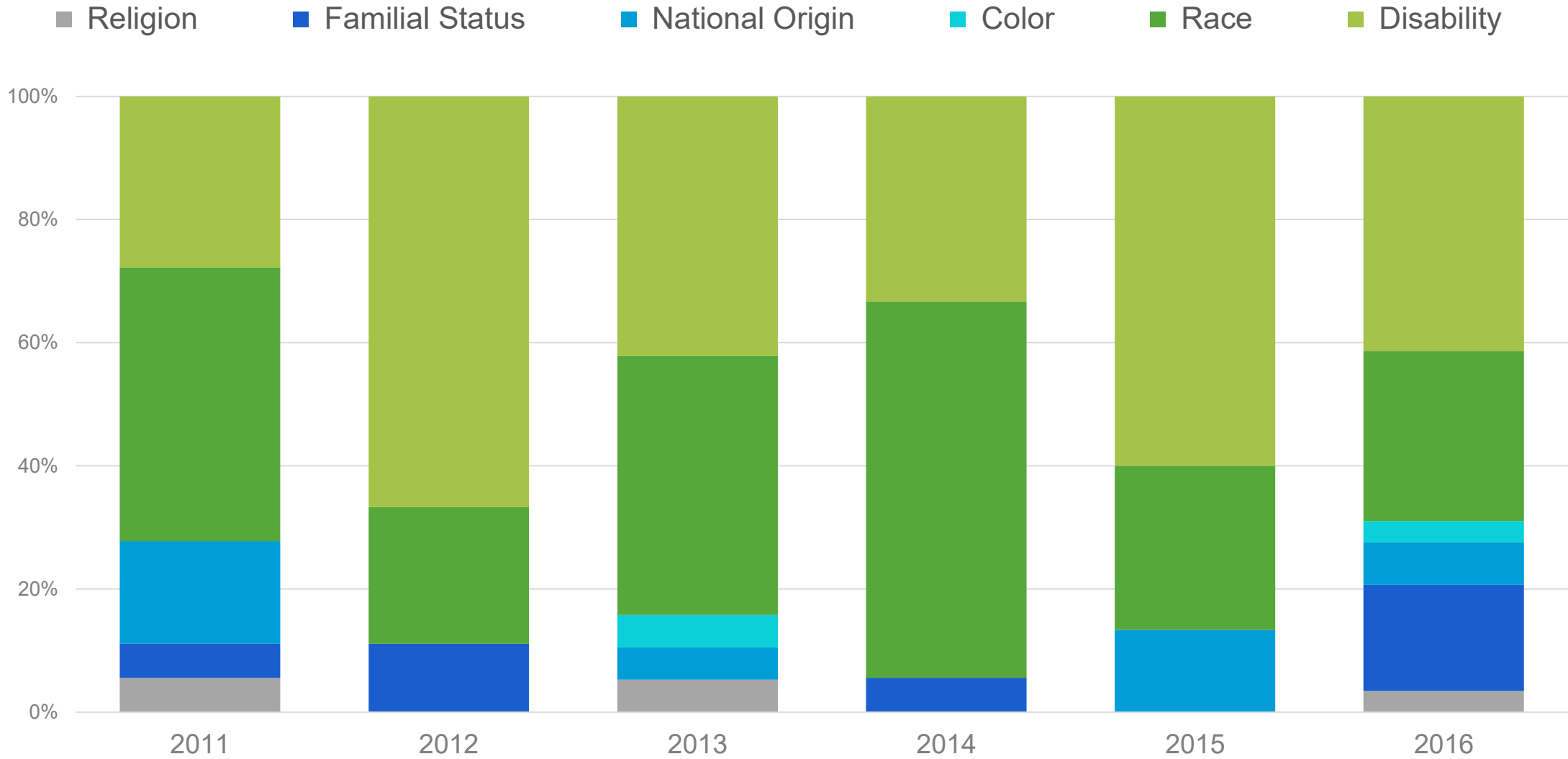


FAIR HOUSING

Provide ongoing education and advocacy around fair housing issues.



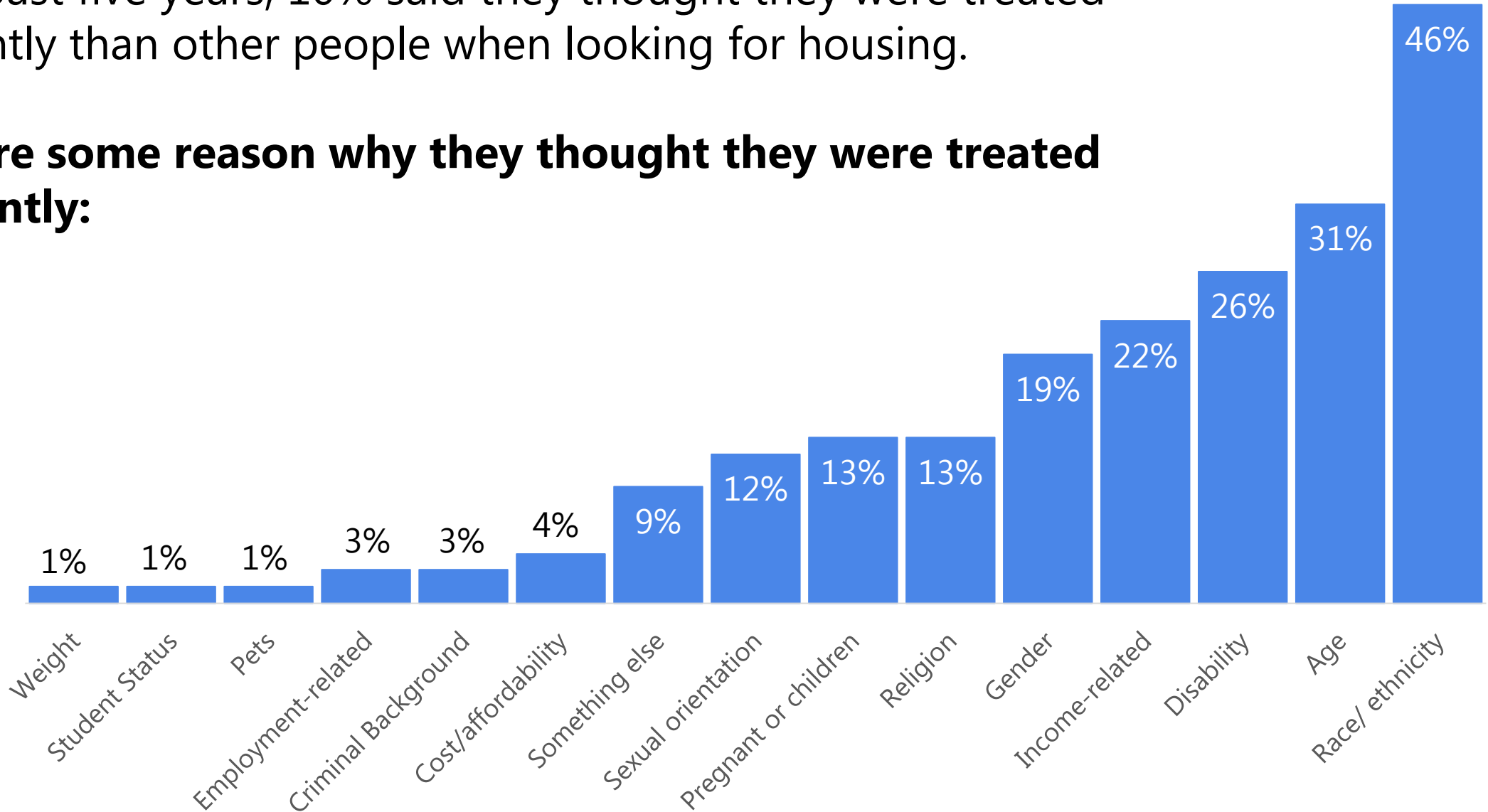
Fair Housing Cases Filed in Washtenaw County



Source: Reported by HUD, the Office of Fair Housing and Equal Opportunity, August 2017

Among survey respondents who said they had trouble finding safe, quality and/or affordable housing in a neighborhood of their choice in the past five years, 10% said they thought they were treated differently than other people when looking for housing.

Here are some reason why they thought they were treated differently:





Focus on Ypsilanti Township

Goals and implementation impacting Ypsilanti



Goals & Strategies – Neighborhood Investment

- Commit Community Development Block Grant (CDBG) Program Income funds to Racially and Ethnically Concentrated Areas of Poverty
 - Acquisition, Development, Resale – to increase number of owner-occupied homes
 - Down Payment assistance for owner-occupant homes
 - Park improvements (in coordination with community)
 - Exterior home improvements for owner-occupants
 - Other community infrastructure projects in those areas



Goals & Strategies – increase employment opportunities

- Partner with local agencies to identify skills gap in the labor market's hiring pipeline
 - Find ways to connect residents to training and employment opportunities, especially in high unemployment areas
- Explore targeted hiring and/or training programs from anchor institutions to recruit and train residents in areas with high poverty and high unemployment
 - Include additional support for residents including transportation options



Goals & Strategies – Increase Fair Housing Education

- Work with local units on providing residents information on fair housing and common types of discrimination
- Support Fair Housing Center outreach and education efforts with government and non-profit partners
- Encourage more residents of color to participate as “testers” for Fair Housing Center to support their efforts to combat discrimination



Discrimination Resource

www.fhcmichigan.org | 877.979.3247

Investigative services | Advocacy | Conciliation + Advice | Community Education



Questions?

www.ewashtenaw.org/affh

Closed Session

1. REQUEST TO ENTER INTO CLOSED SESSION PURSUANT TO MCL 15.268 SECTION 8 SUBPARAGRAPH (C) OF THE OPEN MEETINGS ACT..."FOR STRATEGY AND NEGOTIATION SESSIONS CONNECTED WITH THE NEGOTIATION OF A COLLECTIVE BARGAINING AGREEMENT IF EITHER NEGOTIATING PARTY REQUESTS A CLOSED HEARING".

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

REGULAR MEETING AGENDA **TUESDAY, DECEMBER 5, 2017** **7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. 7:00PM – RESOLUTION 2017-31, 2018 FISCAL YEAR BUDGET
(PUBLIC HEARING SET AT THE NOVEMBER 21, 2017 REGULAR MEETING)
4. RECOGNITION OF LINCOLN HIGH SCHOOL FOOTBALL TEAM – MHSAA DISTRICT CHAMPIONS
5. PUBLIC COMMENTS
6. CONSENT AGENDA
 - A. MINUTES OF THE NOVEMBER 21, 2017 WORK SESSION, REGULAR MEETING AND CLOSED SESSION
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR DECEMBER 5, 2017 IN THE AMOUNT OF \$628,021.91
7. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. REQUEST OF KIRK SHERWOOD II, DIRECTOR OF GOLF FOR APPROVAL OF 2018 GOLF COURSE RATES AND APPROVAL OF THE CART STORAGE CONTRACT
(TABLED AT THE NOVEMBER 21, 2017 REGULAR MEETING)

NEW BUSINESS

1. BUDGET AMENDMENT #17
2. RESOLUTION 2017-11, REAFFIRMING RESOLUTION 2015-04, ADOPTION OF HOUSING AFFORDABILITY AND ECONOMIC EQUITY ANALYSIS FOR WASHTENAW COUNTY
3. REQUEST OF KAREN WALLIN, HUMAN RESOURCES TO EXTEND THE AFSCME BARGAINING UNIT CONTRACTS (TOWNSHIP AND 14B) AND THE TEAMSTERS BARGAINING UNIT CONTRACT, IF NEEDED, FOR A PERIOD OF NINETY (90) DAYS THROUGH MARCH 31, 2018

4. REQUEST OF KAREN WALLIN, HR FOR AUTHORIZATION TO POST AND FILL THE COMMUNITY ENGAGEMENT COORDINATOR POSITION WITHIN THE TEAMSTER BARGAINING UNIT
5. RESOLUTION 2017-32, ADOPTION OF ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT
6. REQUEST OF ANGELA VERGES, RECREATION SERVICES MANAGER FOR AUTHORIZATION TO ACCEPT THE HELEN MCCALLA FOUNDATION GRANT IN THE AMOUNT OF \$24,819.68 FOR RENOVATION OF THE PLAY AREA LOCATED OUTSIDE THE 100 WING OF THE COMMUNITY CENTER AND TO REMOVE AND SCRAP THE PLAY EQUIPMENT CURRENTLY IN THAT AREA
7. REQUEST OF WAYNE DUDLEY, PUBLIC SERVICES SUPERINTENDENT FOR APPROVAL OF MEMBERSHIP WITH NATIONAL JOINT POWERS ALLIANCE (NJPA)
8. REQUEST TO APPROVE PURCHASE AGREEMENT WITH DTE FOR INSTALLATION OF THIRTY TWO (32) STREETLIGHTS AS DESCRIBED IN THE PURCHASE AGREEMENT TO BE LOCATED ALONG N. HARRIS RD. BETWEEN MICHIGAN AVE. AND HOLMES RD. IN THE AMOUNT OF \$170,170.43 TO BE PAID FROM THE PREPAID ACCOUNT AND TO BE BUDGETED WITH A BUDGET AMENDMENT IN JANUARY 2018
9. REQUEST TO APPROVE PURCHASE AGREEMENT WITH DTE FOR INSTALLATION OF THIRTY ONE (31) STREETLIGHTS AS DESCRIBED IN THE PURCHASE AGREEMENT TO BE LOCATED ALONG VETERANS MEMORIAL DRIVE AND IN THE PARKING LOT AT THE CIVIC CENTER IN THE AMOUNT OF \$130,022.01 TO BE PAID FROM THE PREPAID ACCOUNT AND TO BE BUDGETED WITH A BUDGET AMENDMENT IN JANUARY 2018
10. RESOLUTION 2017-33, ADOPTION OF REGULAR BOARD MEETING DATES FOR THE 2018 CALENDAR YEAR
11. RESOLUTION 2017-34, ADOPTION OF ROBERTS RULES OF ORDER FOR 2018
12. RESOLUTION 2017-35, ADOPTION OF DEPOSITORIES FOR 2018
13. RESOLUTION 2017-36, DESIGNATION OF NEWSPAPER OF CIRCULATION

OTHER BUSINESS

PUBLIC HEARING

A. 7:00PM – RESOLUTION 2017-31, 2018 FISCAL YEAR BUDGET

Resolution No. 2017-31

Charter Township of Ypsilanti 2018 Fiscal Year Budget

WHEREAS the Township Supervisor has prepared and submitted to the Township Board the proposed budgets for calendar year 2018; and

WHEREAS the Township Board has advertised the tentative millage rates in the Washtenaw Legal News and held the public hearing on December 5, 2017 on the budget and the tentative millage rates pursuant to Section 16 of the Uniform Budgeting Accounting Act (Truth in Budgeting); and

WHEREAS the Township Board has reviewed the proposed tax rates and budgets;

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees adopts the 2018 Fiscal Year Budget by cost center, as follows:

Expenditures:

General Fund - Fund 101

101	Township Board	\$	146,668
137	Due Process		300,000
171	Supervisor		271,242
201	Accounting		301,480
202	Independent Auditing		32,000
209	Assessing		435,418
210	Legal Services		207,310
215	Clerk		587,997
227	Human Resources		191,750
247	Board of Review		2,055
253	Treasurer		362,464
265	Building Operations		534,050
266	Computer Support		557,277
267	General Services		185,100
371	Community Development		199,576
400	Planning Commission		6,873
410	Zoning Board of Appeals		3,345
446	Highways and Streets		385,922
762	RSD Administration		69,948
774	RSD Park and Grounds		640,695
780	RSD Storm Water Management		25,000
851	Fringes and Insurance		7,950
950	Community Stabilization		1,136,000
956	Other Functions		859,791
970	Capital Outlay		79,500
999	Other Financing Uses		870,000
Total General Fund Expenditure by Department:			\$ 8,399,411

Fire Department - Fund 206

206	Fire Department	\$	3,576,104
220	Civil Service Commission		12,520
852	Pension and Insurance		1,412,536
970	Capital Outlay		169,752
975	Federal Grant Department		-
Total Fire Department Fund by Department			\$ 5,170,912

Parks Commission - Fund 208

Total: \$ 7,473

Bike Path, Sidewalk, Recreation, Roads, Operations - Fund 212

212	BSR II-Operations	\$	791,320
230	BSR II-Recreation		0
584	BSR II-Golf Course		0
970	Capital Outlay		0
991	Debt Service		666,250
Total BSR II Fund by Department			\$ 1,457,570

Environmental Services - Fund 226	Total:	<u>\$ 2,764,357</u>
Recreation - Fund 230	Total:	<u>\$ 821,469</u>
14B Court - Fund 236	Total:	<u>\$ 1,903,845</u>
Housing & Business Inspection - Fund 248	Total:	<u>\$ 326,854</u>
Building Department - Fund 249	Total:	<u>\$ 706,603</u>
Local Development Finance Authority - Fund 250	Total:	<u>\$ 120,609</u>
Hydro Station - Fund 252	Total:	<u>\$ 604,275</u>
Law Enforcement - Fund 266		
301 Sheriff Services		\$ 6,906,991
304 Ordinance		362,237
Total Law Enforcement Fund by Department	Total:	<u>\$ 7,269,228</u>
Debt Fund Series B Bonds - Fund 397	Total:	<u>\$ 530,600</u>
Debt 2006 Bond - Fund 398	Total:	<u>\$ 231,600</u>
Capital Improv-Seaver Infrastr - Fund 498	Total:	<u>\$ 331,085</u>
Golf Course - Fund 584	Total:	<u>\$ 744,501</u>
Compost - Fund 590	Total:	<u>\$ 463,823</u>
Motor Pool - Fund 595	Total:	<u>\$ 248,232</u>
Nuisance Abatement - Fund 893	Total:	<u>\$ 28,097</u>
	Grand Total:	<u>\$ 32,130,544</u>
 Revenues:		
Revenues		\$ 8,477,840
Transfer-in		-
Appropriation of prior year fund balance		-
General Fund - 101	Total:	<u>\$ 8,477,840</u>
Revenues		\$ 5,133,269
Transfer-in		-
Appropriation of prior year fund balance		37,643
Fire Department Fund - 206	Total:	<u>\$ 5,170,912</u>
Revenues		\$ 7,500
Transfer-in		-
Appropriation of prior year fund balance		-
Parks Commission Fund - 208	Total:	<u>\$ 7,500</u>

Revenues	\$	1,193,758	
Transfer-in		333,000	
Appropriation of prior year fund balance		-	
Bike Path, Sidewalk, Recreation, Roads, Operations - 212	Total:	\$	<u>1,526,758</u>
Revenues	\$	2,556,134	
Transfer-in		-	
Appropriation of prior year fund balance		208,223	
Environmental Services Fund - 226	Total:	\$	<u>2,764,357</u>
Revenues	\$	313,950	
Transfer-in		507,519	
Appropriation of prior year fund balance		-	
Recreation Fund - 230	Total:	\$	<u>821,469</u>
Revenues	\$	1,979,900	
Transfer-in		-	
Appropriation of prior year fund balance		-	
14B Court - 236	Total:	\$	<u>1,979,900</u>
Revenues	\$	271,500	
Transfer-in		-	
Appropriation of prior year fund balance		55,354	
Building Rental Inspection Fund - 248	Total:	\$	<u>326,854</u>
Revenues	\$	762,300	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Building Department Fund - 249	Total:	\$	<u>762,300</u>
Revenues	\$	120,709	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Local Development Finance Authority Fund - 250	Total:	\$	<u>120,709</u>
Revenues	\$	389,500	
Transfer-in		-	
Appropriation of prior year fund balance		214,775	
Hydro Station Fund - 252	Total:	\$	<u>604,275</u>
Revenues	\$	7,061,764	
Transfer-in		-	
Appropriation of prior year fund balance		207,464	
Law Enforcement Fund- 266	Total:	\$	<u>7,269,228</u>
Revenues	\$	-	
Transfer-in		537,000	
Appropriation of prior year fund balance		-	
Debt Fund Series B Bonds - 397	Total:	\$	<u>537,000</u>
Revenues	\$	-	
Transfer-in		451,694	
Appropriation of prior year fund balance		-	
Debt 2006 Bond Fund - Fund 398	Total:	\$	<u>451,694</u>
Revenues	\$	500	
Transfer-in		-	
Appropriation of prior year fund balance		330,585	
Capital Improv-Seaver Infrastr - Fund 498	Total:	\$	<u>331,085</u>

Revenues	\$	500,700	
Transfer-in		193,801	
Appropriation of prior year fund balance		50,000	
Golf Course Fund - 584	Total:	\$	744,501
Revenues	\$	458,514	
Transfer-in		-	
Appropriation of prior year fund balance		5,309	
Compost Site Fund - 590	Total:	\$	463,823
Revenues	\$	237,720	
Transfer-in		-	
Appropriation of prior year fund balance		10,512	
Motorpool Fund - 595	Total:	\$	248,232
Revenues	\$	28,100	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Nuisance Abatement Fund - 893	Total:	\$	28,100
		Grand Total:	\$ 32,636,537

Levied Property Tax Revenues and Rates:

<u>Operating</u>	<u>Rate</u>	<u>Revenue</u>
General	1.0167	\$ 1,222,171
Fire Department	3.0962	\$ 3,721,930
Solid Waste	2.1351	\$ 2,566,595
Law Enforcement	5.8952	\$ 7,086,597
Bike Path, Sidewalk, Recreation, Roads, Operation	0.9966	\$ 1,198,009
Operating Total:	13.1398	\$ 15,795,302
<u>Debt</u>		
Fire Pension	1.2000	\$ 1,442,515
Debt Total:	1.2000	\$ 1,442,515
Grand Total:	14.3398	\$ 17,237,816

The Township will levy the 1% Tax Administration fee on property taxes collected by the Township Treasurer on behalf of other governmental units, as permitted by State Law.

Charter Township of Ypsilanti

Proclamation

Honoring
2017 LINCOLN HIGH SCHOOL BOYS VARSITY FOOTBALL TEAM

WHEREAS, the Charter Township of Ypsilanti wishes to recognize and congratulate the 2017 Lincoln High School Boys Varsity Football Team on their outstanding winning season; and

WHEREAS, the Team's hard work and dedication resulted in a season of firsts by winning nine games in a row, making it the longest winning streak in school history; having the first home field playoff game; winning the first (and second) playoff game; winning the first MHSAA District Championship and being the highest scoring team in school history, with 345 total points; and

WHEREAS, individual awards from the Associated Press All State for Honorable Mention went to Dereck Thomason, Cameron Thompson, Matthew Moorer and to Chris Westfall for First Team Coach; and

WHEREAS, the Ann Arbor News Dream Team recognition went to Cameron Thompson, Player of the Year; Tate Mackenzie, First Team Offensive Line; Derek Thomason, First Team Defensive Back; Matthew Moorer, First Team Defensive Back; Avery Kenyon, First Team Defensive Line, William Lynn, Honorable Mention Linebacker; Jacob Campbell, Honorable Mention Linebacker; and Chris Westfall, Coach of the Year; and

WHEREAS, the Southeastern Conference recognition went to Cameron Thompson, Derek Thomason and Matthew Moorer for First Team Offense; William Lynn, Tahj Chatman, Avery Keyon and Jacob Campbell for First Team Defense; and Tate Mackenzie, Kevin Carter, Ethan Richardson and Trevon Davis received Honorable Mention; and

WHEREAS, Chris Westfall, Lincoln High School Boys Varsity Football Head Coach was presented with the Michigan High School Football Coaches Association Regional Coach of the Year Award and;

NOW, THEREFORE BE IT RESOLVED AND PROCLAIMED, the Charter Township of Ypsilanti Board of Trustees on behalf of all our residents wishes to applaud the 2017 Lincoln High School Boys Varsity Football Team on their history making season. **Go Lincoln Railsplitters!**

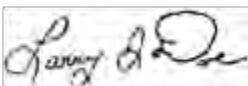
Dated and Signed This 5th Day of December, 2017



Brenda L. Stumbo, Supervisor



Karen Lovejoy Roe, Clerk



Larry J. Doe, Treasurer



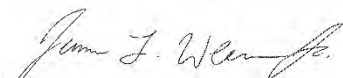
Stan Eldridge, Trustee



Heather Jarrell Roe, Trustee



Monica Ross Williams, Trustee



Jimmie Wilson, Jr., Trustee

PUBLIC COMMENTS

CONSENT AGENDA

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 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, Jimmie Wilson Jr., Monica Ross-Williams

Legal Counsel: Wm. Douglas Winters

1. 2018 PRELIMINARY BUDGET....BRENDA STUMBO AND JAVONNA NEEL

Javonna Neel, Accounting Director and Angela Verges, Recreation Director explained Fund 208 for Parks and Fund 230 Recreation.

a) FUND 208 – PARKS

Javonna Neel stated the largest revenue in the Parks Fund would be from the Racquet Ball Courts. She said the expenditures were for personnel, which were for the Park Commissioners who are paid \$50.00 per meeting they attend.

b) FUND 230 – RECREATION

Javonna Neel stated the largest revenue, 61.41%, was from contributions from the BSR II fund. She said other revenue comes from fees for dance, sports, camps, and park rentals. Ms. Neel said there was a small Grant for the Nutrition Program. Supervisor Stumbo stated there was an increase in gate fees from non-residents purchasing season passes to play Pickle Ball.

Trustee Eldridge asked Ms. Verges since 61% of the revenue for recreation comes from outside our programs did she have plans on how to increase revenues without using other funds to finance recreation. Ms. Verges stated they were always looking at new programs to increase revenue and applying for Grants. Trustee Eldridge said he has been approached by an organization that is interested in purchasing the complex across the street from the Recreation Center. He said he was going to find out from our Assessor what the property was assessed at and he

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 WORK SESSION
PAGE 2

asked Ms. Verges if that property was being utilized enough by our residents not to sell it. Ms. Verges stated there has been an increase in field use this year. Trustee Eldridge stated about two years earlier a group was interested in a long-term lease for the fields and now a different group was interested. He said we need to find ways that we can generate more revenue to the Recreation Fund so it doesn't need contributions from other funds.

Trustee Jarrell Roe stated she felt the on line information for recreation was not user friendly and that she spoke with the IT personnel about it. Ms. Verges said the older residents would like the program information printed since many have limited experience with computers.

Trustee Ross-Williams questioned Ms. Verges on ways she could market the programs so more people would be aware of the programs the township was offering. Ms. Verges said that was a challenge and they were always looking for ways to reach the community. She said they have reached out to Holmes School children and offered art and dance classes to them.

Clerk Lovejoy Roe stated she had residents asking for programs such as basketball for certain age groups because some players might not make travel teams but would still like to play competitive basketball. Clerk Lovejoy Roe also wondered if an application for cell phones could be developed for the Recreation Center. Ms. Verges said she would look into it and stated they have programs for various age groups but not for teens. Clerk Lovejoy Roe said Calvary Baptist Church has a regulation gym that was not being used and if we need a gym for a program we might be able to use it.

Supervisor Stumbo stated there was an increase in the revenue from adult sports and suggested Ms. Verges market the same way next year with that age group. Ms. Verges said most of the adults were returning participants.

Trustee Ross-Williams asked Ms. Verges if any of the programs could be expanded if she had more space. Ms. Verges stated she would need additional space if the programs began to expand. Trustee Ross-Williams stated that we **should market**

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 WORK SESSION
PAGE 3

better to the community so they would know what programs the Recreation Department was offering.

Trustee Wilson asked Ms. Verges if there were building concerns for next year. She said the building would need painting and the gym and dance floors would need resurfacing in the near future. She said new tile was needed in the hallways. Ms. Verges stated that in 2017 they had the ceiling redone with new ceiling tiles and the roof was also repaired.

c) FUND 236 – 14B DISTRICT COURT

Javonna Neel and Magistrate Nelson explained Fund 236 – 14B District Court. Ms. Neel stated the highest revenue was the State Reimbursement for the Judge, Bonds, and Fees. Ms. Neel stated there was a state grant and Magistrate Nelson explained the grant. Magistrate Nelson said the grant would subsidize additional Public Defenders. He said a large majority of the 14B District Court defendants use Public Defense Services. Magistrate Nelson explained the new legislation and stated it required development of new standards regarding the courts to provide better Public Defense Services for Defendants. He said once the standards were in place, 14B Court had to submit their plan and within 60 days, they would be notified if their plan was approved. Magistrate Nelson said when their plans are accepted they would have 90 days to get the program started. He said once that happens the grant money would be released to help fund the Public Defense services they are required to provide.

Supervisor Stumbo questioned Magistrate Nelson about the room they wanted to convert to a Public Defenders' office. She asked if they budgeted for that renovation and Magistrate Nelson said they had not because he would bring it back to the board when the State approves the request.

d) FUND 584 – GOLF COURSE

Javonna Neel presented Fund 584 – Golf Course. Ms. Neel stated that Kirk Sherwood and Tim Smith were present if anyone had questions regarding the Golf Course.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 WORK SESSION
PAGE 4

Supervisor Stumbo questioned the revenue for nine holes because \$70,000.00 was budgeted and actually only \$37,000.00 was currently posted and she questioned budgeting \$80,000.00 for 2018. Mr. Sherwood stated that he doesn't know why it was budgeted for \$80,000.00 and it should be closer to \$50,000.00 in revenue.

Trustee Eldridge questioned the revenue budget for League Play that was at \$34,000.00 for 2018. Trustee Eldridge stated League Play revenue ended 2017 at \$19,000.00 and wondered how Mr. Sherwood planned to bring it up to \$34,000.00 in 2018. Mr. Sherwood stated that a least one league that left last year was coming back next year and the leagues generate about \$4,000.00 per league. He said he anticipated adding 3 to 4 new leagues next season.

Trustee Jarrell Roe questioned Mr. Sherwood on the gift card sales, coupons, equipment rentals and carts and the \$30,000.00 difference between 2017 numbers and 2018 revenue projected. Mr. Sherwood said he thought if they get enough play next year they can get to that number. He said they could lower the expectation in the budget if the Board would like to do that.

Trustee Eldridge stated that over the past few years the Golf Course and Recreation Center had contributions from the General Fund of over \$185,000.00. He said he knows it is a difficult business to be in but we cannot continue to fund this as we have over the past few years.

Supervisor Stumbo asked Ms. Neel about the cost for the 2017 improvements at the Golf Course. Ms. Neel stated the improvements were \$491,856.00 and it included the purchase of a mower.

Trustee Ross-Williams asked Mr. Sherwood if he had seen an increase because of the improvements that had been made. Mr. Sherwood stated that from the few outings that were held at the course many commented about the course looking better than it had looked in years. He also stated the greens were healthier then they have ever been. Mr. Sherwood said people look at the course as a discount golf course and that it shouldn't be considered discount now that the

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 WORK SESSION
PAGE 5**

improvements have been made. He shared different marketing strategies he has made over the past year. Trustee Ross-Williams shared some marketing ideas.

Clerk Lovejoy Roe suggested Kirk Sherwood get together with Javonna Neel and redo his budget to lower revenue expectations and adjust expenditures accordingly to be reflective of actual 2017 revenues and expenditures.

Mittie McMaster, Township Resident questioned golf cart storage regarding a discrepancy in the number of carts that were stored and the amount of revenue that was stated in the budget. She asked who hadn't paid for their cart storage. Mr. Sherwood stated he had a cart paid in August after this part of the budget was written.

The Board adjourned the work session meeting at approximately 6:55 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETING

Supervisor Stumbo called the meeting to order at approximately 7:05 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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Larry Krieg, Township Resident, said he was the Townships' Representative on the Board of Directors of THE RIDE. Mr. Krieg described the different forms of transit AAATA offers. He stated in January there will be an express bus for Ypsilanti Township and the introductory fare would be \$1.50 for six months. He said there would be free parking near the Shell Gas Station on Joe Hall Drive and the bus will pick up and drop off at that location. He said he would check and make sure the bus route throughout the Township would have a stop on Joe Hall Drive so others that only ride the bus can catch this express bus to Ann Arbor.

Timothy King, Township Resident is a member of the Washtenaw County Republican Executive Committee and thanked Trustee Wilson for helping to facilitate a meeting with the Democratic Executive Committee. He said that a proclamation was passed to help with the Willow Run Bomber Plant Memorial. Mr. King asked the Board if they could facilitate a meeting with Senator Warren and Senator Coback along with other members of the legislature to work together to get this Memorial. He told Supervisor Stumbo he really needed her help.

Mittie McMaster, Township Resident stated she was a resident of the township for 69 years and 4 months. She said regarding the memo Mr. Sherwood gave to the board, she does not feel seniors should have to pay another increase for golf at Green Oaks. Ms. McMasters stated the different proposed increases by Mr. Sherwood. She said she feels that senior members are being taken advantage of and explained how she could pay less to play on her leagues and not be a member.

Arloa Kaiser, Township Resident, thanked everyone who voiced their opinion against the proposed roundabout at the intersection of Cross and Harris. Ms. Kaiser would like the public to be able to see how each elected official votes on all projects.

Trustee Jarrell Roe thanked Ms. Kaiser for all the hard work she did regarding this roundabout.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
PAGE 2**

Brian Conaway, Waste Management of Michigan, introduced himself to the Board and expressed his appreciation for the Townships' business.

Arloa Kaiser, Township Resident stated she hasn't had any problems with Waste Management. She said the gentlemen are always very courteous and they do a fantastic job.

Darlene Devall, Township Resident wanted to express to Kirk Sherwood that she was glad he was trying to get younger people involved in golf. She said that the literature she handed out should only compare Green Oaks to Pierce Lake because it was also a government run course.

Timothy King, Township Resident stated they have a golf scramble ever year and would have it at Green Oaks if they had a restaurant facility.

Mittie McMaster, Township Resident stated that if not having a restaurant stops them from having their scramble at Green Oaks, there is catering available for outings.

CONSENT AGENDA

A. MINUTES OF THE OCTOBER 17, 2017 WORK SESSION AND REGULAR MEETING AND MINUTES OF THE NOVEMBER 9, 2017 SPECIAL WORK SESSION AND SPECIAL MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR NOVEMBER 7, 2017 IN THE AMOUNT OF \$650,305.45**
- 2. STATEMENTS AND CHECKS FOR NOVEMBER 21, 2017 IN THE AMOUNT OF \$1,638,971.56**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR OCTOBER 2017 IN THE AMOUNT OF \$26,864.29**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR SEPTEMBER 2017 IN THE AMOUNT OF \$1,235.00**

C. SEPTEMBER 2017 TREASURER'S REPORT

A motion made by Treasurer Doe, supported by Trustee Eldridge to Approve the Consent Agenda.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
PAGE 3**

**WASHTENAW COUNTY SHERIFF'S DEPARTMENT COMMUNITY OUTREACH
RECOVERY ENFORCEMENT PRESENTATION**

Commander Marlene Radzik introduced Deputy Danny Buffa, and Community Mental Health Social Worker Renee Blaze, she said they were part of a new concept called CORE (Community Outreach Recovery Enforcement) whose goal was to combat the opioid epidemic that was hitting our community.

Commander Radzik stated with the opioid epidemic she has never seen anything taking lives like this drug epidemic. She said in 2014 there were three overdose deaths a week within Washtenaw County and it is now up to seven overdose deaths a week. She said the collaboration between the Sheriffs' Department and Washtenaw Community Mental Health was formed to battle this crisis.

Commander Radzik explained they realized the way they were dealing with opioid uses was not working. She said all deputies in Washtenaw County now carry Naloxone, which they can administer on the scene to stop overdoses. She said if they make it to the hospital they send resources to the hospital immediately to attempt an early intervention. Commander Radzik said they then follow up with Deputy Buffa and Social Worker Blaze and together they will do an intervention. She said many times these individuals will have warrants out for the criminal activity that goes with addiction but now it is an arrest with follow up and they begin working with them immediately. She said they work closely with other programs in the community and agencies to get the individual help immediately to combat the addiction. She said they don't let them slip through the cracks. Commander Radzik stated that many individuals who suffer from substance use also suffer from mental health issues. She said they try to treat the whole person and not just the addiction. Commander Radzik stated that with Community Mental Health on board and quicker response from the Sheriffs' Department it is now a better partnership to tackle this crisis.

Deputy Danny Buffa stated he and Social Worker, Renee Blaze began working on a case together approximately two years ago. He said it was a robbery case and the victim of the robbery had a substance abuse with heroin and cocaine addiction. Deputy Buffa said he and Ms. Blaze's expertise in different areas makes this process work more efficiently. Ms. Blaze stated that she was also a peer support person and that she had many of the same issues earlier in her life as some of their clients have because of this she felt she could relate better with them.

Deputy Buffa explained a typical case they had been working on. He said a family had contacted them regarding a family member who they felt had a heroin addiction. Deputy Buffa stated he and Ms. Blaze went to the home and conducted an extensive interview with the parents regarding their adult child. He said that through the interview they learned the adult child had been in and out of treatment centers. He said that in one of the inpatient treatment facilities they had met a boyfriend/girlfriend who was there for an alcohol abuse. Deputy Buffa said that they began working with the couple and found out that the boyfriend/girlfriend had been using heroin for several months. Deputy Buffa stated

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
PAGE 4**

they made a traffic stop on this couple and he found what he believed to be heroin. He said they arrested both of them. He said as he was field-testing the heroin, showing Ms. Blaze how that was done, the substance was not showing positive for heroin. He said after taking the substance to a drug testing facility it tested positive for almost 100% fentanyl. He said that before the couple had left to go purchase their "heroin" a third person also gave them money to purchase for them. Deputy Buffa is positive that if they had not stopped that couple with a traffic stop, three individuals would have lost their life by taking fentanyl that they believed was heroin. He said that they were able to get one of the individuals into the 14B Drug Court.

Ms. Blaze stated they work with the courts, public defenders, and judges. She said they visit these individuals in jail and work with them on recovery and treatment. She said the crucial time is when they come out of treatment. Ms. Blaze said she and Deputy Buffa have the individuals sign a release of information so they can stay in contact with them after treatment. She said they help by getting the necessary resources and support to help these individuals until they are able to be on successful on their own and if the individual slips again they will be there to help them again with a different plan.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. BUDGET AMENDMENT #16

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Budget Amendment #16 (see attached).

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
PAGE 5**

2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF 2018 COMPOST CENTER PRICING

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Jeff Allen, Residential Services Director for Approval of 2018 Compost Center Pricing (see attached).

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF ONE (1) YEAR MAINTENANCE CONTRACTS WITH W.J. O'NEIL FOR PREVENTATIVE MAINTENANCE AND EMERGENCY REPAIR OF THE MECHANICAL SYSTEMS AT THE FOLLOWING LOCATIONS

- A. CIVIC CENTER IN THE AMOUNT OF \$833.00 PER MONTH BUDGETED IN LINE ITEM #101-265-000-818-001**
- B. COMMUNITY CENTER IN THE AMOUNT OF \$1,135.00 BUDGETED IN LINE ITEM #230-751-000-818-002**
- C. 14B DISTRICT COURT IN THE AMOUNT OF \$391.00 PER MONTH BUDGETED IN LINE ITEM #236-136-000-933-001**
- D. LEC BUILDING IN THE AMOUNT OF \$415.00 BUDGETED IN LINE ITEM #266-301-000-931-015**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request to of Jeff Allen, Residential Services Director for Approval of One (1) Year Maintenance Contracts with W.J. O'Neil for Preventative Maintenance and Emergency Repair of the Mechanical Systems at the Following Locations (see attached)

- A. CIVIC CENTER IN THE AMOUNT OF \$833.00 PER MONTH BUDGETED IN LINE ITEM #101-265-000-818-001**
- B. COMMUNITY CENTER IN THE AMOUNT OF \$1,135.00 BUDGETED IN LINE ITEM #230-751-000-818-002**
- C. 14B DISTRICT COURT IN THE AMOUNT OF \$391.00 PER MONTH BUDGETED IN LINE ITEM #236-136-000-933-001**
- D. LEC BUILDING IN THE AMOUNT OF \$415.00 BUDGETED IN LINE ITEM #266-301-000-931-015**

Jeff Allen, Residential Services Director, stated this contract includes W.J. O'Neil frequently checking to make sure our equipment is working properly and to help prevent future problems with our equipment. He said they will train our personnel on how to detect problems and do minor maintenance.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
PAGE 6**

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

4. REQUEST OF MARK NELSON, 14B MAGISTRATE /COURT ADMINISTRATOR FOR AUTHORIZATION TO ACCEPT THE DRUG COURT DOCKET GRANT IN THE AMOUNT OF \$155,000.00 FOR THE REMAINDER OF 2017 AND 2018

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request of Mark Nelson, 14B Magistrate/Court Administrator for Authorization to Accept the Drug Court Docket Grant in the amount of \$155,000.00 for the Remainder of 2017 and 2018 (see attached).

Magistrate Nelson stated this was the fourth year doing the drug court. He said currently there were 35 individuals in their treatment court. Magistrate Nelson stated that first they work on the individuals' trauma, then they work with their addiction, and then teach them life skills. He said many do not know how to get a place to live, how to pay bills, how to read. He said they don't have any life skills. Magistrate Nelson said they focus on all these areas of recovery. He said it was a 2 year program along with 2 year probation, if they do not get incarcerated during that time. He said the paid positions are contract labor and not township employees. Magistrate Nelson stated the 2017 grant ended September 30, 2017 and now they are spending out of the 2018 grant. He said he would come back to the Board with a budget amendment to show what was spent in 2017.

Clerk Lovejoy Roe stated she had attended one of the graduations from the Drug Court. She said they showed the pictures of the individual when they came into the program and then the person was there. She said most were unrecognizable from what they looked like at the beginning of this program. She said the program had good results.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

5. REQUEST OF KIRK SHERWOOD II, DIRECTOR OF GOLF FOR APPROVAL OF THE 2018 GOLF COURSE RATES AND APPROVAL OF THE CART STORAGE CONTRACT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Kirk Sherwood II, Director of Golf for Approval of the 2018 Golf Course Rates and Approval of the Cart Storage Contract.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
PAGE 7**

Kirk Sherwood, Director of Golf handed out a breakdown of the charges for golf. He explained the different packages.

Trustee Jarrell Roe suggested having a senior rate since Ypsilanti Township provides senior rates for other recreation in the Township.

Supervisor Stumbo, along with others on the Board discussed other pricing with Mr. Sherwood.

Trustee Ross-Williams suggest offering discount to the members for their longevity for their loyalty to the golf course.

Kirk Sherwood asked for clarification regarding closing the Golf Course for the winter. Trustee Eldridge stated that as long as the weather was good the Golf Course should be open since there was a need for more revenue. Supervisor Stumbo stated there were maintenance issues that needed to be completed in the fall. Tim Smith, Golf Course Superintendent stated they could do the maintenance on nine holes and then reverse it keeping nine holes available. Kirk Sherwood stated he could keep the Golf Course open Monday through Friday since he was at the course during the week.

Mittie McMaster, Township Resident stated she was concerned the only increase in revenue that Green Oaks comes up with was to increase membership from seniors. She suggested if they would like to increase revenue then put a golf simulator in and have league play all year long. Kirk Sherwood stated that a golf simulator would cost \$90,000.00.

Clerk Lovejoy Roe stated she would like to help the seniors to be able to continue golfing at Green Oaks. She said we appreciate them, most golfed here when they were not seniors. Clerk Lovejoy Roe stated we still need to find ways to increase the revenue.

Trustee Eldridge confirmed with Mr. Sherwood that the Military discount was to anyone who had the credentials verifying their military service. He also stated a golf simulator could be rented for the months you wished to use it and that it might be a good way to bring in additional revenue. Trustee Eldridge suggested we bring this back to the next meeting.

Trustee Wilson questioned with the increase in fees what was Kirks' projected revenue increase. Kirk Sherwood stated it was about \$2,500.00 to \$3,000.00. Trustee Wilson suggested a simulator would be a good idea along with adding food, beer, and wine. Kirk said he also wanted to suggest adding a range but with the budget he didn't think he could ask for that.

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Table the Request of Kirk Sherwood II, Director of Golf for Approval of 2018 Golf Course Rates and Approval of the Cart Storage Contract until the next board meeting.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
PAGE 8**

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously to table.

6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR APPROVAL OF THE MAJESTIC LAKES PLANNED DEVELOPMENT STAGE II FINAL SITE PLAN AND DEVELOPMENT AGREEMENTS FOR THE VILLAGE AT MAJESTIC LAKES, MAJESTIC LAKES ESTATES AND THE PONDS AT MAJESTIC LAKES

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson with the Recommended Conditions, supported by Trustee Wilson to Approve Request of Mike Radzik, OCS Director for Approval of the Majestic Lakes Planned Development Stage II Final Site Plan and Development Agreements for the Village at Majestic Lakes, Majestic Lakes Estates and the Ponds at Majestic Lakes (see attached).

Mike Radzik, OCS Director explained to the board the Plan Development Stage II Final Site Plan. He said this site was about 254 acres, 50% of the site was open space, 65% of the site was designated preservation areas which includes over 90 acres of lakes. He said the overall density was about 1 ½ units per acre and when completed there would be a total of 391 housing units. Mr. Radzik stated there would be a North side and a South side. He said that at Huron River Drive and Textile, that is considered the north side and currently has 2 buildings on it which each have 8 condos so a total of 16 condos known as the Ponds of Lakewood. Mr. Radzik stated that in the final stage there would be 37 single family condos with 50' wide lots. He said the new single family condos would be known as the Ponds at Majestic Lakes. Mr. Radzik said that on the south side which is east of Tuttle Hill and north of Merritt, on 239 acres, there would be three different styles of housing. He said one is the Nautica Apartment Community which is 142 attached single family ranch apartment homes that would be a rental community. Mr. Radzik stated the next phase would be 81, 50' wide single family lots that will be known as Majestic Lake Estates and the third phase would be 115, 60' wide single family condos. He said 72 of the 60' condo already exist in what is known as the Lakewood Estates. Mr. Radzik stated the other 43, 60' foot lots will be known as Village at Majestic Lakes and is one of the three development agreements for the board to approve tonight. He said the Village at Majestic Lakes has elevations already determined because the builder has already been identified as Lombardo Homes. He said the two other developments do not have a builder at this time, so the elevations would be determined when a builder was identified and that it would come back to the Township Board for approval.

Attorney Winters, Township Attorney stated he reviewed the site and development agreements and they were in proper form and the Board can proceed if they so desire.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
PAGE 9**

Supervisor Stumbo said she hoped that the development would not look like a cookie cutter development. She said they had spoken about putting in 220 electric in the garages for the electric cars. She also stated that in the common areas there should be no chemicals used that were not good for the environment and bees. Supervisor Stumbo questioned who would be responsible for drain maintenance. Attorney Winters stated in the development agreement it states who is responsible for drains, sidewalks, etc. and it was the builder and then would be the Home Owners Association.

Jessica Howard, OHM Advisors, stated once the plans are revised prior to the pre-construction meeting a maintenance schedule would be provided with details on who is responsible including everything that needs to be done routinely, bi-annually, annually, etc.

Attorney Winters stated in the 1st amendment in the development agreement all those responsibilities were specified. He said it was the Home Owners Association that would be responsible for the storm water management as well as the replacement of sidewalks. Jessica Howard stated the contractor would maintain and fix problems until it's turned over to the Home Owners Association.

Mr. Kannicki Developer, stated that this area is an officially established County Drainage district. He said in addition there were provisions for on site inspections of the storm water management system required during construction. He said at the time of plant and seed delivery a Water Resource Commission Land Scape Reviewer must be present and the quality of species would be inspected on site.

Supervisor Stumbo asked about sump pumps and Mr. Kannicki replied that all the basements they have dug have been dry and above the water table.

Supervisor Stumbo questioned Mr. Kannicki about the street trees. She said depending on what type of trees were planted, if they have deep roots they should not be planted near streets because they interfere with drains and if they grow tall near street lights they would block the lights.

Clerk Lovejoy Roe revised her motion.

A revised motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve the Majestic Lakes Planned Development Stage II Final Site Plan and Development Agreements for the Village at Majestic Lakes, Majestic Lake Estates, and the Ponds at Majestic Lakes with the following conditions:

- 1. Floor Plans and elevation for the Ponds at Majestic Lakes and Majestic Lake Estates shall be reviewed and Approved by the Township Board Prior to the Issuance of Building Permits and construction for Those Phases**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
PAGE 10**

- 2. Development Agreements for the Ponds at Majestic Lakes and Majestic Lake Estates will both have the word Board added on page 3, Item 7 after Township (requiring Township Board approval of Plans and Elevations for both the Ponds at Majestic Lakes and majestic Lakes Estates)**
- 3. Site Plan comment comments in OHM’s review letter dated August 28, 2017 shall be completed prior to a pre-construction meeting which will also include a maintenance schedule that will be on the plan and also in the development agreement for future requirements as to who will be responsible**
- 4. Compliance with all requirements specified in the following agency review letters:**
 - Washtenaw County Road Commission letter dated July 26, 2017**
 - Washtenaw county Water Resources Commission Letter dated June 29, 2017**
 - Ypsilanti Community Utilities Authority Letter dated June 6, 2017**
 - Ypsilanti Township Fire Department letter dated August 25, 2017**
- 5. A photometric plan including pole type and light fixture type shall be submitted for review and approval by planning staff and administration (three full time officials)**
- 6. Residential entrance signs shall be submitted for review and approval by planning staff and administration (three full time officials)**
- 7. Bee Friendly natural species plantings will be included**
- 8. Phosphorous Reduction Ordinance will be followed**
- 9. Consideration given for option to include in every household electric vehicle plug in**

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
PAGE 11**

7. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 2061 CHEVROLET AND 2124 BOMBER AVE. IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 2061 Chevrolet and 2124 Bomber Ave. in the Amount of \$20,000.00 Budgeted in Line Item #101-950-000-801-023.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

8. REQUEST APPROVAL OF COMMUNICATIONS SITE LEASE AGREEMENT FOR CELL TOWER LOCATED AT 2801 HOLMES RD IN THE AMOUNT OF \$175,000.00

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to Approve Request Approval of Communications Site Lease Agreement for Cell Tower Located at 2801 Holmes Rd. in the Amount of \$175,000.00.

Attorney Winters stated he has been in contact with Tower Point Capital who expressed interest in acquiring our rights to the cell tower located at 2801 Holmes Rd. He said this was a different scenario from the cell towers located on Huron River Drive. Attorney Winters stated Tower Point Capital would pay the Township a lump sum of \$175,000.00 and they would also share 50/50 on potential future revenue opportunities that could be coming to this site given the option that we had granted a few years ago to Crown Castle to expand the location by an additional 1250 sq. ft. Attorney Winters stated there is a deadline of November 30, 2017 to accept this offer and he said this would require a more detailed agreement to come back to the board. He said he wanted to present this opportunity because it provide a lump sum, non-tax revenue opportunities that would give the township \$175,000.00 to be used as the board would see fit. Attorney Winters stated this site generates \$18,000.00 a year. He said we would have \$740,000.00 from the SBA tower before December 22nd.

Arloa Kaiser, Township Resident asked if the \$175,000.00 could be put toward the Seaver Farm Bond. Attorney Winters said it could but the Seaver Farm Bond will be paid in full with the \$740,000.00 that we will receive by December 22, 2017.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
PAGE 12**

Supervisor Stumbo asked if the approval was for accepting the offer or the formal agreement. Attorney Winters said this was just for the acceptance of the offer but he will bring back a formal agreement.

A new motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to support the motion to the Request to formally accept the \$175,000.00 offer for communications Site Lease Agreement for Cell tower Located at 2801 Holmes Road with the Understanding that a Formal Agreement will be Brought Back to the Board for Approval and Signing.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

**9. REQUEST TO SET PUBLIC HEARING FOR TUESDAY, DECEMBER 5, 2017
AT APPROXIMATELY 7:00PM FOR THE 2018 FISCAL YEAR BUDGET**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve the Request to set a Public Hearing for Tuesday, December 5, 2017 at Approximately 7:00PM for the 2018 Fiscal Year Budget.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

**10. REQUEST APPROVAL TO AMEND THE PROVIDER OF THE CAFETERIA
PLAN BENEFITS TO CLARITY BENEFIT SOLUTIONS AS RECOMMENDED BY
OUR HEALTH INSURANCE AGENT/BROKER, ASCEND GROUP**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request Approval to Amend the Provider of the Cafeteria Plan Benefits to Clarity Benefit Solutions as Recommended by our Health Insurance Agent/Broker, Ascend Group.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
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AUTHORIZATIONS AND BIDS

- 1. REQUEST OF ERIC COPELAND, FIRE CHIEF TO AWARD THE LOW BID FOR REPLACEMENT OF THE CARPET AT FIRE STATION HEADQUARTERS TO SHAMROCK FLOORCOVERING SERVICES IN THE AMOUNT OF \$18,804.00 BUDGETED IN LINE ITEM #206-907-000-971-008**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request of Eric Copeland, Fire Chief to Award the Low Bid for Replacement of the Carpet at Fire Station Headquarters to Shamrock Floorcovering Services in the Amount of \$18,804.00 Budgeted in Line Item #206-970-000-971-008.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

OTHER BUSINESS

A motion was made by Trustee Ross-Williams supported by Trustee Eldridge to go into closed session to Discuss a Specific Opinion on Litigation in an Arbitration Matter Involving the Township and AFSCME Council 3451 and Dawn Scheitz and to Discuss Material Exempt under Federal and State Statues Pertaining to Attorney/Client privileged communications.

The Board went into closed session at 9:44 p.m.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

The Board returned from the closed session at 11:03 pm.

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

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETINGS
PAGE 14**

The meeting was adjourned at approximately 11:04 pm.

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 #16**

November 21, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$2,281.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 50 hours to be paid at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$942.00
		Net Revenues	<u><u>\$942.00</u></u>
Expenditures:	Accounting Salaries pay out -PTO	101-201-000-708.004	\$875.00
	FICA	101-201-000-715.000	\$67.00
		Net Expenditures	<u><u>\$942.00</u></u>

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 60 hours to be paid at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,339.00
		Net Revenues	<u><u>\$1,339.00</u></u>
Expenditures:	Treasurer Salary pay out PTO	101-253-000-708.004	\$1,244.00
	FICA	101-253-000-715.000	\$95.00
		Net Expenditures	<u><u>\$1,339.00</u></u>

236 - 14B DISTRICT COURT FUND

Total Increase \$40,000.00

Request to increase the Grant line for both revenues and expenditures for the period between October 1, 2017 and December 31, 2017, which is part of the 2018 Grant agreement. This will be funded by the reimbursement from the State Grant Program.

Revenues:	Prior Year Fund Balance	236-000-000-569.019	\$40,000.00
		Net Revenues	<u><u>\$40,000.00</u></u>
Expenditures:	Court Innovation Grant	236-136-000-802.100	\$40,000.00
		Net Expenditures	<u><u>\$40,000.00</u></u>

Motion to Amend the 2017 Budget (#16):

Move to increase the General Fund budget by \$2,281 to \$11,172,727 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund by \$40,000 to \$1,977,300 and approve the department line item changes as outlined.

Compost Site

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



Acceptable Items for Composting

- Brush, Grass, Leaves, Woodchips

Acceptable Items for Recycling

- Automobile Batteries
- Freon related items:
 - Refrigerator/Freezer (doors removed), de-humidifier, water cooler, air-conditioner, etc.
- Household Recycle Items
- Scrap Metal – **no metal fencing**
- White Goods: i.e., dryer, stove, humidifier, washer, water heater, etc.

Acceptable Items In Refuse Dumpster

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

Unacceptable Items In Refuse Dumpster

- Computer & related items
- Concrete
- Fluorescent tubes/bulbs
- Household chemicals
- Paint (oil based/enamel)
- Propane Tanks
- Tires (with or without rims)

2018 PRICE MENU

<u>Item</u>	<u>Ypsilanti Township</u>	<u>City of Ypsilanti</u>	<u>Superior Township</u>	<u>All Others</u>
Compost	2 yds. free (add'l \$8/yd.)	\$12/yd	\$12/yd	\$12/yd
Wood Chips	3 yds. free (add' \$5.00/yd.)	\$5.00/yd	\$5.00/yd	\$5.00/yd
Wood Mulch	\$13.50/yd	\$13.50/yd	\$13.50/yd	\$13.50/yd
Economy Mulch	\$8.50/yd	\$8.50/yd	\$8.50/yd	\$8.50/yd
Screened Asphalt Millings	\$10.00 yd	\$10.00 yd	\$10.00 yd	\$10.00 yd
Unscreened Asphalt Millings	\$8.00 yd	\$8.00 yd	\$8.00 yd	\$8.00 yd
Yard Waste	No charge Twp. Resident	Invoice City \$11.50/yd	\$11.50/yd.**	\$13/yd
Wood > 1 ft. diameter	\$13/yd	\$13/yd	\$13/yd	\$13/yd
Trash – 1 cyd. min.	\$15/yd	\$22/yd	\$22/yd.**	\$22/yd
Scrap Metal	No Fee	No Fee	No Fee	No Fee
Automobile Batteries	No Fee	No Fee	No Fee	No Fee
Freon related items	\$10.00 each	\$20.00 each	\$20.00 each**	\$20.00 ea

Hours of Operation

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

April – November / Monday – Friday / 8:00 a.m. – 4:00 p.m.

Saturday 9:00 a.m. – 4:00 p.m.

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

Cash or check ONLY. Please check in with gate attendant - proof of residency is required (drivers license). Please do not leave materials outside the gate. All prices are set at a minimum charge.

PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
14B District Court
7200 S. Huron River Drive
Ypsilanti, Michigan 48197



Attn: Mr. Jeff Allen - Director

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate \$105.00 per man-hour for Mon – Fri. except Holidays.
- Preferred customer overtime service rate \$155.00 per man-hour for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates \$195.00 for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a \$ 70.00 daily truck charge.

INSPECTION SCHEDULES:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RTU 1	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 2	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 3	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 4	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 5	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 6	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 7	O,FC			SS,FC			CC,O,FC			FS, FC		

Service Delivery
Key for designations
O = Operational Assessment
FC = Filter Change
CC = Condenser Coil Cleaning
SS = Spring Start-up
FS = Fall Start-up



EQUIPMENT:

1	City Hall Lower Roof	RTU 1	Carrier	48HCEA06BZA5A2B0A0	0711G00416
1	City Hall Lower Roof	RTU 2	Carrier	48PGEC08BD-50-A0	1011G00014
1	City Hall Lower Roof	RTU 3	Carrier	48HCEA04B2A5A2B0A0	0711G30412
1	City Hall Lower Roof	RTU 4	Carrier	48PGC12BD-50-A0	0911G50022
1	City Hall Lower Roof	RTU 5	Bryant	580FPV0914180AA	0906G20661
1	City Hall Lower Roof	RTU 6	Carrier	48PGEC08BD-50-A0	1011G00013
1	City Hall Lower Roof	RTU 7	Carrier	48PGEC12DB-50-A0	0911G50023

SERVICES PROVIDED

Rooftop Units

Heating Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check for evidence of build-up or fouling on heat exchange surfaces.
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, leaks, moisture problems, condensation, and combustion products.
- Inspect burners, orifices, ignition system, pilots, control valves and all wiring.
- Inspect heat exchanger for signs of corrosion or cracks.

Rooftop Units

Operational Assessment

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Check for proper damper operation. Adjust as needed.

Rooftop Units

Condenser Coil Cleaning

- Inspect condenser coil for leaks or corrosion.
- Straighten bent fins.
- Remove any foreign objects.
- Clean coils with coil cleaner and water.

Rooftop Units

Cooling Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check for proper operation of cooling coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades to ensure proper operation.
- Check refrigerant system pressures or temperatures.
- Check integrity of all panels on equipment.
- Inspect compressor(s) for any refrigerant or oil leaks.
- Inspect condensate drain line for proper drainage.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check evaporator coil fins to ensure they are properly functioning.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check for excessive scale or debris on condenser surfaces.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate drain line for proper drainage.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 01, 2018** to **December 31, 2018** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$4,692 (Four Thousand Six Hundred Ninety-two and 00/100 Dollars)
Payable in 12 Monthly payments @ \$391 Per Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY

Company

By:



By: Mark A. Pavlicek, C.E.M.
Account Executive

Title:

Date:



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
City Hall
7200 S. Huron River Drive
Ypsilanti, Michigan 48197



Attn: Mr. Jeff Allen - Director

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate \$105.00 per man-hour for Mon – Fri. except Holidays.
- Preferred customer overtime service rate \$155.00 per man-hour for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates \$195.00 for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a \$ 70.00 daily truck charge.

INSPECTION SCHEDULES:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Chiller 1				SS		CC	O					
Pump 1	O			O			O					
Pump 2	O			O			O					
AHU-1	O,FC			O,FC			O,FC			O,FC		
AHU-2	O,FC			O,FC			O,FC			O,FC		
AHU -3	O,FC			O,FC			O,FC			O,FC		
AHU-4	O,FC			O,FC			O,FC			O,FC		
Boiler 1	O									CSD-1		
Boiler 2	O									CSD-1		
Boiler 3	O									CSD-1		
HW Pump 1	O									O		
HW Pump 2	O									O		
Sidewalk Boiler	O									CSD-1		
UH-1										FS		
AC-1				SS		CC	O					

Service Delivery
Key for designations
O = Operational Assessment
FC = Filter Change
CC = Condenser Coil Cleaning
SS = Spring Start-up
FS = Fall Start-up
CSD-1 = State Boiler Safety Test



EQUIPMENT:

1	City Hall Upper Roof	Chiller 1	Trane	RTAC155	U10A06399
1	City Hall Upper Mech Rm	Pump 1	Marathon	213TTDBA4026AA	5 HP
1	City Hall Upper Mech Rm	Pump 2	Marathon	213TTDBA4026AA	5 HP
1	City Hall Upper Mech Rm	AHU-1			
1	1st Floor	AHU-2			
1	2nd Floor	AHU -3			
1	Board Room	AHU-4			
1	Boiler Room	Boiler 1	Copper Fin 2	KBN800	L08H10089033
1	Boiler Room	Boiler 2	Copper Fin 2	CHN1441	L08H00215335
1	Boiler Room	Boiler 3	Lochinvar	Knight XL800	
1	Boiler Room	HW Pump 1	Marathon		2 HP
1	Boiler Room	HW Pump 2	Marathon		2 HP
1	Maintenance Shop	UH-1			
1	Maintenance Shop	AC-1			

SERVICES PROVIDED

Air Handlers

Operational Assessment / Quarterly

- Check air filter and housing integrity.
- Change air filter quarterly.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check variable frequency drive for proper operation.
- Check for proper operation of cooling or heating coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check drive, alignment, wear, seating and operation.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth. Clean as needed.
- Check coil fins for evidence of build-up or fouling.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Check condensate drain for proper operation.

Chillers-Air-Cooled

Inspection / Maintenance Task Frequency

- Check control system and devices for evidence of improper operation.
- Check condenser fan for wear and proper alignment.
- Check variable frequency drive for proper operation.
- Check control box for dirt, debris and/or loose terminations.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures and/or temperatures.
- Check for fouling, corrosion or degradation.



- Lubricate field serviceable bearings.
- Check for proper fluid flow.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check compressor oil level and or pressure on refrigerant systems having oil level and or pressure measurement means.

Boilers

Seasonal Start Up/ Annual

- Inspect blow-down or drain valve. Clear all debris to ensure proper operation.
- Check pumps and controls.
- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose connections. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check for evidence of build-up or fouling on heat exchange surfaces (tubes).
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Examine heat exchange for cracks or holes.

Boilers

CSD -1 / Annual

- Perform and document State Safety Test with Combustion Analysis.

Boilers

Operational Assessment / Annual

- Check control system and devices for evidence of improper operation.
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Examine heat exchange for cracks or holes.

Pumps

Operational Assessment / Semi-Annual

- Check control system and devices for evidence of improper operation.
- Check variable frequency drive for proper operation.
- Visually inspect pumps and associated electrical components.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check drive alignment, wear, bearing and coupling seating and operation.
- Check for proper fluid flow.
- Lubricate field serviceable bearings.

Unit Heaters

Fall Start up / Annual

- Check control system and devices for evidence of improper operation.
- Check for proper operation of heat exchanger.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check fan blades to ensure proper operation.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Lubricate field serviceable bearings.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 1, 2018** to **December 31, 2018** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$9,996 (Nine Thousand Nine Hundred Ninety-six and 00/100 Dollars)
Payable in 12 Monthly payments @ \$833.00 Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY
Company

By:



By: Mark A. Pavlicek
Service Sales Account Executive

Title:

Date:



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
Ypsilanti Community Center
2025 E. Clark Road
Ypsilanti, Michigan 48198



Attn: Mr. Jeff Allen - Director

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate \$105 per man-hour for Mon – Fri. except Holidays.
- Preferred customer overtime service rate \$155 per man-hour for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates \$195 for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a \$ 70.00 daily truck charge.

INSPECTION SCHEDULES:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RTU-1	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-1A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-2	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-2A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-3	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-4	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-5	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-6	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-6A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-7	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-7A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-8	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-8A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-9	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-10	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-11	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-12	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-13	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-14	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-15	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-16	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-17	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-18	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-19	O,FC			SS,FC			CC,O,FC			FS, FC		
UH - 1										FS		
UH - 2										FS		



Service Delivery
Key for designations
O = Operational Assessment
FC = Filter Change
CC = Condenser Coil Cleaning
SS = Spring Start-up
FS = Fall Start-up

EQUIPMENT:

RTU-1	Trane	YSC036A3RLA2YD000A1000000	815100181L
RTU-1A	Trane	YSC036E3RHA19D000A10201A0	111110717L
RTU-2	Trane	YSC036E3RHA19D000A10201A0	111110701L
RTU-2A	Trane	YSC036A3RLA2YD000A1000000	815100177L
RTU-3	Trane	YSC060E3RHA18D000A10201A0	111110631L
RTU-4	Trane	YSC072E3RHA12D000A10201A0	111110642L
RTU-5	Trane	YSC060E3RHA18D000A10201A0	111110623I
RTU-6	Trane	YSC060E3RHA18D000A10201A0	111110679L
RTU-6A	Bryant	580FPV036074ABGA	0504G30414
RTU-7	Trane	YSC060E3RHA18D000A10201A0	111110639L
RTU-7A	Bryant	580FPV036074ABGA	0504G30413
RTU-8	Trane	YSC060E3RHA18D000A10201A0	111110655L
RTU-8A	Bryant	580FPV036074ABGA	0504G30410
RTU-9	Trane	YSC060E3RHA18D000A10201A0	111110671L
RTU-10	Trane	YSC060E3RHA18D000A10201A0	111110663L
RTU-11	Trane	YSC048E3RHA17D000A10201A0	111110611L
RTU-12	Trane	YSC060E3RHA18D000A10201A0	111110613L
RTU-13	Trane	YSC060E3RHA18D000A10201A0	111110647L
RTU-14	Trane	YSC048E3RHA17D000A10201A0	111110621L
RTU-15	Trane	YSC036E3RHA19D000A10201A0	111110725L
RTU-16	Trane	YSC036E3RHA19D000A10201A0	111110693L
RTU-17	Trane	YSC036E3RHA19D000A10201A0	111110733L
RTU-18	Trane	YSC036E3RHA19D000A10201A0	111110709L
RTU-19	Trane	YSC048E3RHA17D000A10201A0	111110629L
UH - 1	Reznor		
UH - 2	Reznor		



SERVICES PROVIDED

Rooftop Units

Heating Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check for evidence of build-up or fouling on heat exchange surfaces.
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, leaks, moisture problems, condensation, and combustion products.
- Inspect burners, orifices, ignition system, pilots, control valves and all wiring.
- Inspect heat exchanger for signs of corrosion or cracks.

Rooftop Units

Operational Assessment

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Check for proper damper operation. Adjust as needed.

Rooftop Units

Condenser Coil Cleaning

- Inspect condenser coil for leaks or corrosion.
- Straighten bent fins.
- Remove any foreign objects.
- Clean coils with coil cleaner and water.

Rooftop Units

Cooling Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check for proper operation of cooling coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades to ensure proper operation.
- Check refrigerant system pressures or temperatures.
- Check integrity of all panels on equipment.



- Inspect compressor(s) for any refrigerant or oil leaks.
- Inspect condensate drain line for proper drainage.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check evaporator coil fins to ensure they are properly functioning.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check for excessive scale or debris on condenser surfaces.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate drains for proper operation.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.

Unit Heaters

- Check control system and devices for evidence of improper operation.
- Check for proper operation of heat exchanger.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check fan blades to ensure proper operation.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Lubricate field serviceable bearings.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 1, 2018** to **December 31, 2018** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$13,620 (Thirteen Thousand Six Hundred Twenty and 00/100 Dollars)
Payable in 12 Monthly payments @ \$1,135 per Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY

Company



By:

By: Mark A. Pavlicek, C.E.M.
Account Executive

Title:

Date:



PLANNED MAINTENANCE AGREEMENT

FOR

Charter Township of Ypsilanti
Law Enforcement Center
1501 S. Huron Street
Ypsilanti, Michigan 48197



Attn: Mr. Jeff Allen

PLANNED MAINTENANCE AGREEMENT

THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate \$105 per man-hour for Mon – Fri. except Holidays.
- Preferred customer overtime service rate \$155per man-hour for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates \$195 for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a \$ 70.00 daily truck charge.

INSPECTION SCHEDULES:

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
AHU-1	O,FC			SS,FC			O,FC			FS,FC		
COND -1				SS			O,CC					
BOILER 1	O									CSD-1		
BOILER 2	O									CSD-1		
PUMP 1	O									O		
PUMP 2	O									O		
BOILER PUMP 1	O									O		
BOILER PUMP 2	O									O		
HW HEATER	O									CSD-1		
EVAP-1	O			SS			O,CC			O		
COND-2	O			SS						O		

EQUIPMENT:

AHU-1	Trane	UCCAF21A0A0EYB10000003HEJ00BAOOO	K14F50063
COND -1	Trane	RAUJC30EBO300DF00020	C14F03694
BOILER 1	Lochinvar	KBN400	L13H10282112
BOILER 2	Lochinvar	KBN400	J12H10234270
PUMP 1	Grundfos	MAGNA3 65-150 F 340	10000532
PUMP 2	Grundfos	MAGNA3 65-150 F 340	10000567
BOILER PUMP 1	Grundfos		
BOILER PUMP 2	Grundfos		
HW HEATER	Bradford White	RG250T6N	NE37652072
EVAP-1	Mitsubishi	MSZ-GE24NA	
COND-2	Mitsubishi	MXZ-3B24NA	32U06249B



SERVICES PROVIDED

Air Handlers (TRANE)

Inspection

- Check air filter and housing integrity.
- Change air filters quarterly.
- Check P-trap. Prime as needed to ensure proper operation. (Spring Startup)
- Check fan belt tension. Check for belt wear and proper alignment.
- Replace belts annually.
- Check variable frequency drive for proper operation.
- Check for proper operation of cooling or heating coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures and/or temperatures.
- Check for fouling, corrosion or degradation.
- Check drive, alignment, wear, seating and operation.
- Check integrity of all panels on equipment
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check coil fins for evidence of build-up or fouling.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.

Boilers (LOCHINVAR)

Inspection

- Inspect blow-down or drain valve. Clear all debris to ensure proper operation.
- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose connections. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check for evidence of build-up or fouling on heat exchange surfaces (tubes).
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Perform annual CSD-1 test and Combustion Analysis with documentation.

Condensing Units (TRANE & MITSUBISHI)

Inspection

- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motors contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures or temperatures.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Inspect air-cooled condenser surfaces.
- Clean condenser coils with coil cleaner and water.
- Check low ambient head pressure control sequence for proper operation.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.



Indoor Section Duct-Free Splits (MITSUBISHI)

Inspection

- Check air filter and housing integrity.
- Check for particulate accumulation on filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap drain. Clean if necessary.
- Check for proper operation of cooling coil.
- Check fan blades to ensure proper operation.
- Check refrigerant system temperatures.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check coil fins to assure proper functioning.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate pump

Pumps (GRUNDFOS)

Inspection

- Check control system and devices for evidence of improper operation.
- Visually inspect pumps and associated electrical components.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check drive alignment, wear, bearing and coupling seating and operation.
- Check for proper fluid flow.
- Lubricate field serviceable bearings if applicable.

GENERAL CONDITIONS:

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

TERMS:

This agreement shall be in effect from **January 1, 2018** to **December 31, 2018** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$4,980 (Four Thousand Nine Hundred Eighty and 00/100 Dollars)
Payable in 12 Monthly payments @ \$415 Per Month**

YOUR ACCEPTANCE

OUR APPROVAL

Company

W.J. O'NEIL COMPANY

Company

By:



Mark A. Pavlicek, C.E.M.
Account Executive

Title:

Date:



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

**Subcontract Agreement
between**

SCAO

Federal I.D. Number: 38-6000134

and

GRANTEE: 14B District Court — Hybrid DWI/Drug Court

Federal I.D. Number: 38-6007433

Contract Number: 10719

Grant Amount: \$155,000

Project Title: SCAO OHSP Grant Program

CFDA Number: 20.601

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

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

Federal Grant Award Number: AL-18-05

Federal Program Title: Alcohol Impaired Driving Countermeasures Incentive Grants I

- I. **Period of Agreement:**
This agreement shall commence on October 1, 2017 and terminate on September 30, 2018. This agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the SCAO.

- II. **Agreement Amount and Budget:**
This agreement incorporates the Grantee's approved grant application request and most recently approved budget. Except as provided in Section § XXI, any changes to the Project Budget must be requested by the Grantee with a Contract Amendment form in WebGrants, subject to approval by the SCAO. Budget deviation allowances are not permitted.

- III. **Relationship:**
The Grantee is an independent contractor, and it is understood that the Grantee is not an employee of the SCAO. No employee, agent, or subcontractor of the Grantee is an employee of the SCAO. No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either

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

IV. **Insurance:**

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

V. **Scope of Services:**

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

VI. **Statement of Work:**

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

VII. **Published Reports:**

All published reports generated from this project must include the following disclosure statement:

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

VIII. **General Public Information and Education Requirements:**

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

IX. **State of Michigan Printing Requirements:**

The following items require the prior approval of the SCAO:

- Flyers
- Posters
- Brochures
- Annual reports
- Newsletters
- Printing projects that include silk screened folders or binders, die-cut folders or covers, holograms, foil printing, embossing, or engraving.

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

X. **Copies:**

The SCAO will require one electronic copy of any publication produced with traffic safety grant funds if print copies are not available or if the items are not distributed statewide, and it is not available online. The copy can be submitted via email, CD, or

flash drive. The SCAO will require fifteen copies of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. These copies are distributed throughout the state of Michigan's library system:

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

The SCAO will require three copies of any of the following produced with traffic safety grant funds if they are distributed statewide and not available online. These copies are housed as part of Michigan's library system:

- Posters
- Brochures
- Flyers

If the publication is available on a publicly accessible website, no printed copy is required. However; an email which includes a link to the document must be provided to the SCAO. The state of Michigan's library system will then include it in its digital archive.

XI. **Closed Captioning:**

All DVDs must be closed captioned. This includes any online videos.

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

The creation of social media accounts such as Facebook and Twitter for state or federally funded grants and projects require prior approval from SCAO before release to the public.

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

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

XIII. **Payment Processing:**

A. The SCAO, in accordance with the general purposes, objectives, and terms and conditions of this agreement, will provide payment to the Grantee based upon appropriate reports, records, and documentation maintained by the Grantee. All costs shall be actual and supported by source documentation. Financial reimbursement will be delayed until all backup documentation is received by SCAO. A document entitled "Acceptable Back up Documentation for Federal Cost Claims" is available from the OHSP to assist with identifying adequate back-up documentation. Costs charged to this grant cannot be charged to any other program. Costs must be net of all applicable credits such as purchase

discounts, rebates or adjustments of overpayments or erroneous charges. Payment requests must be submitted to the SCAO in a timely manner such that the SCAO can subsequently request reimbursement from the OHSP within the required reimbursement period. The Grantee must sign up through the online vendor registration process to receive payments as Electronic Funds Transfers (EFT)/Direct Deposits. Registration information is available through the Department of Technology, Management, and Budget's website at: http://www.michigan.gov/budget/0,1607,7-157-13404_37161-179392--,00.html.

- B. The Grantee shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the SCAO's fiscal procedures. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.
- C. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the Grantee from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to the SCAO, unless prior permission is obtained from the SCAO to use the funds for other traffic safety projects. Contact SCAO for further information.
- D. All SCAO projects are based on the cost reimbursement concept; i.e., state, local, or private funds shall be expended before reimbursement is provided. Reimbursement is based on submission of progress and financial reports. All requested information should be submitted electronically through WebGrants. A financial report submitted to the SCAO by the Grantee shall contain the following to be considered complete:
 - a) A copy of a report for the current period generated by the Grantee's official accounting system which shows a description of the item and the actual amount spent. Some examples of acceptable reports include a detailed general ledger, a transaction ledger, a payroll journal, a detailed budget/expenditure report. The report must match the amount being requested for reimbursement.
 - b) Copies of invoices must be included.
 - c) Additional documentation as requested by SCAO.
 - d) Financial reports are due on a quarterly basis. Financial report due dates are specified in Attachment 1. Financial reports must be submitted even when the project experiences no costs. In this case, a "zero" financial report shall be submitted. The submission of financial reports is mandatory and non-compliance can result in termination of the grant.
- E. Payments for salaries and wages shall be supported by time and attendance reports, based on an after-the-fact distribution of time, which shows details of the activities performed. Grantees must maintain activity logs which document the actual amount of time spent on this grant project, and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial reimbursement request.
- F. Reimbursement for wages and fringe benefits shall be based on actual costs not

budgeted rates. Only those fringe benefit costs that actually increase as a result of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include FICA, workers compensation, and retirement, but if any of these costs are structured so that they don't increase with overtime, they cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50 percent of the position is grant funded, 50 percent of the fringe benefits can be claimed). Fringe benefit rates must be reasonable, in accordance with federal cost principles. Grantees shall comply with all state labor laws.

- G. Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. All Grantees or sub-grantees awarding contracts or subcontracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18 – Uniform Administrative Requirements For Grant And Cooperative Agreements To State and Local Governments, § 18.36 Procurement. A copy of the contract shall be submitted to SCAO when available.
- H. Only eligible operating costs specifically listed in the approved grant budget will be reimbursed.
- I. Automotive expenses submitted shall be based on the actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times mileage rate. The rate will be determined when the grant is approved, but will generally be the IRS business mileage rate. With prior approval, reimbursement may be allowed based on the actual costs incurred for gasoline, maintenance, insurance, and other vehicle expenses.
- J. Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates. Exceptions to this for unusual situations require prior approval by the SCAO prior to incurring the expense.
- K. Postage, telephone, and grant related travel costs shall be documented by log or meter and submitted with the reimbursement request.
- L. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside the grant period will not be reimbursed. Costs cannot exceed the approved grant award.
- M. Goods purchased through the grant shall be received in acceptable conditions. If goods are not received in acceptable condition within thirty (30) days prior to the grant ending, the Grantee shall contact the SCAO program coordinator.
- N. The Grantee shall use generally accepted accounting principles.
- O. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the SCAO regardless of the dollar amount. In addition, Grantees receiving funds from SCAO for multiple grant projects must have a separate account for each grant project. It is the responsibility of the lead agency to insure that all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by SCAO.
- P. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments or erroneous charges.

- Q. The following deviations from the approved budget require prior approval from SCAO:
- A. A specific item of cost not included in the approved budget.
 - B. An increase in the number of a specific item over and above the total authorized.
 - C. A transfer between major budget categories in excess of 10 percent of the category being increased.
- R. A delay in submitting support documentation may result in the suspension of all grant activity.
- S. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.
- T. Documentation for costs shall be maintained for three years following final reimbursement.

XIV. **Employee Time Certifications:**

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

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

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

XV. **Record Maintenance/Retention:**

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

XVI. **Authorized Access:**

The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the SCAO, the OHSP, Program Evaluators (contracted by the OHSP or the SCAO), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this agreement, to the extent authorized by applicable state or federal law, rule, or regulation. The SCAO and/or the OHSP may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during

any visit, if requested. The SCAO and/or the OHSP may request that a funded program be evaluated by a contracted outside evaluation team. Grantees shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

XVII. **Confidential Information:**

In order that the Grantee's employees or subrecipient subcontractors may effectively provide fulfillment of this agreement to the SCAO, the SCAO may disclose confidential or proprietary information pertaining to the SCAO's past, present, and future activities to the Grantee. All such information is proprietary to the SCAO and the Grantee shall not disclose such information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order. If disclosure is required by law or court order, the SCAO will be notified of the request before disclosure. The Grantee agrees to return all confidential or proprietary information to the SCAO immediately upon the termination of this agreement. Both the SCAO and the Grantee shall ensure that medical services to, and information contained in the medical records of, persons served under the provisions of this agreement or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the provision of services or other activity under this agreement, shall remain confidential. Such information shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly or indirectly identify particular individuals.

XVIII. **Human Subjects:**

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

XIX. **Subcontractor/Vendor Monitoring:**

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

XX. Notification of Criminal or Administrative Investigations/Charges:

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

XXI. Agreement Reduction/Suspension/Termination:

In addition to forfeiture under Section XIII, the SCAO and/or the Grantee may reduce the Project Budget and/or suspend this agreement and/or terminate this agreement without further liability or penalty to the SCAO as follows:

- A. If any of the terms of this agreement are not adhered to. Suspension requires immediate action by the Grantee to comply with this agreement's terms; otherwise, termination by the SCAO may occur.
- B. Failure of the Grantee to make satisfactory progress toward the goals, objectives, or strategies set forth in this agreement. Failure under this subsection includes (but is not limited to) a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the Fiscal Year.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this agreement or other report or document.
- E. This agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This agreement may be terminated immediately if the Grantee, an official of the Grantee, or an owner of a 25% or greater share of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; convicted of any other criminal offense which, in the sole discretion of the National Highway Traffic Safety Administration, reflects on the Grantee's business integrity; any activity in Section XX of this agreement during the term of this agreement or any extension thereof.
- G. This agreement may be terminated immediately without further financial liability to the SCAO if funding for this agreement becomes unavailable to the SCAO.
- H. If a grant is terminated by the SCAO for failure to meet the grant management requirements, the Grantee shall not be eligible to seek grant funding from the SCAO OHSP grant program for a period of two years. In order to obtain grant funding after the two-year period, the Grantee will be

required to submit written assurances that the identified deficiencies have been corrected. Additionally, the Grantee may be required to submit monthly financial reports to allow for increased financial monitoring.

XXII. Final Reporting Upon Termination:

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

XXIII. Severability:

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

XXIV. Liability:

A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such direct service delivery, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of the SCAO, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Grantee, any subrecipient subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

XXV. Michigan Law:

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

XXVI. Debt to State of Michigan:

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

XXVII. Disputes:

- A. The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this agreement within seven days of discovery of the alleged breach.
- B. The Grantee and the SCAO agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this agreement; or any claim that the SCAO violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.
- C. The Grantee and the SCAO agree that, in the event that mediation is unsuccessful,

any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion of the arbitrator. This agreement to arbitrate shall be specifically enforceable. A judgment of any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

XXVIII. **Certifications and Assurances:**

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

A. Certifications:

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

B. Lobbying:

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

with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

- C. **Business Integrity Clause:** The SCAO may immediately cancel the grant without further liability to the SCAO or its employees if the Grantee, an officer of the Grantee, or an owner of a 25 percent or greater share of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the SCAO, reflects the Grantee's business integrity.
- D. **Debarment, Suspension and Other Responsibility Matters (Direct Recipient):** As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):
1. The Grantee certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Where the Grantee is unable to certify to any of the statements in this certification, the Grantee shall attach an explanation to this proposal.
 - c. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(c) of this certification; and,
 - e. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.
 - f. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- g. The Grantee shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- h. The terms covered transactions, debarred, suspended, ineligible, Grantee covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition of Coverage sections 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- i. The Grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any Grantee covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- j. The Grantee further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Grantee Transaction,” without modification, in all Grantee covered transactions and in all solicitations for lower tier covered transactions.
- k. A participant in a covered transaction may rely upon a certification of a prospective participant in a Grantee covered transaction that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- l. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by prudent person in the ordinary course of business dealings.
- m. Except for transactions authorized under paragraph i. of these instructions, if a participant in a covered transaction knowingly enters into a Grantee covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available

remedies, including suspension and/or debarment.

- n. The Grantee certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participant in this transaction by and Federal government or agency.
 - o. Where the Grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- E. Drug-Free Workplace: The Grantee and sub-grantees agrees to abide by the Federal Drug-Free Workplace Act (49 CFR Part 29 Sub-part F).
- F. Standard Assurances:
The Grantee hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Grantee also specifically assures and certifies that:
1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
 2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
 3. It will give the awarding agency or the general office, through any authorized representative, timely access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
 4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*
 5. It will comply with Executive Order 13279, Executive Order 13559, and the regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 38, which prohibits recipients from using federal financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that federal financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location

from the activities supported with federal financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from federally-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by federal funds are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Grantee shall clearly document the number of hours spent on secular activities associated with the federally-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. The Grantee agrees to ensure that no person in the United States shall, on the grounds of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability, political affiliation or beliefs, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program. The Grantee shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the following: The Grantee will comply with all state and federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S. C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Publ. L. 101-336), as amended (42 U.S.C. 12101, et seq.) which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires federal-aid recipients and all subrecipient subcontractors to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Section 523 and 527 of the Public Health Service Act of the 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the

requirements of any other nondiscrimination statute(s) which may apply to the application.

7. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended. This act prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age sex, height, weight, familial status, or marital status.
 8. The Grantee's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D)).
 9. If the Grantee is a governmental entity, it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
 10. If the Grantee is a governmental entity, it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- G. General Cost of Business (formerly referred to as Supplanting): The replacement of routine and/or existing expenditures with the use of state or federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of the state or local agency or other Grantee is considered to be general cost of business and is not allowed. The sub-grantee shall not use grant funds to supplant state or local funds, or, other resources that would otherwise have been made available for this program. Further, if a positions created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging the grant position. The Financial Officer or Authorizing Official's straight time may not be funded under this grant. This means that if your agency plans to:
1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
 2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
 3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant award start date is July 1 and the lay-off is

scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the lay-off. [Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.]

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.
5. The Grantee shall not use grant funds to supplant state or local funds, or, the resources that would otherwise have been made available for this program. Further, if a position is created by a grant and is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the Grantee must stop charging the grant for the new position. Upon filling the vacancy, the Grantee may resume charging the grant position.

H. The Hatch Act:

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

I. Buy America Act:

1. Only items produced in the United States may be purchased with federal funds unless the Grantee can show that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and are of an unsatisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to the SCAO for approval by the appropriate governing authority.
2. The Grantee or its contractors agree to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement.

J. Health Insurance Portability and Accountability Act of 1996:

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

1. The Grantee must not share any protected health data and information

provided by the SCAO or the OHSP that falls within the HIPAA prohibitions.

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

XXIX. Conditions on Expenses:

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

1. Competition: Grantees shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open and free competition. Maximum, open and free competition shall be assured through the distribution of an adequate number of proposal solicitations.
2. Small Purchase Procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) Buy American Act qualified sources.
3. Competitive Bids: For purchases over \$25,000, the Grantee shall follow their competitive bid process providing it is at least as restrictive as the process required by the State of Michigan and

complies with the Buy American Act. The Grantee or their contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement. In those instances where three (3) bids have not been received, a full explanation, along with the names and addresses of those firms and individuals requested to bid, and including reasons why agencies failed to bid, must be forwarded to SCAO for approval prior to awarding a contract.

XXX. **Conflict of Interest:**

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

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

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

XXXII. **Agreement Signatures:**

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

XXXIII. **Entire Agreement:**

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

XXXIV. **Delivery of Notice:**

Written notices and communications required under this agreement shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

- A. The Grantee's contact person is Mark Nelson, 14B District, 7200 S. Huron River Drive, Ypsilanti, MI 48197.
- B. The SCAO's contact person is Dr. Jessica Parks, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.

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

Court Authorized Official Signature:	SCAO Authorized Official Signature:
Name: <i>Brendal Stumbo / Karen Lovejoy Roe</i> Date: <i>Brendal Stumbo / Karen Lovejoy Roe</i>	Name: Date:

November 30, 2017

**OFFICE OF HIGHWAY SAFETY PLANNING GRANT PROGRAM (OHSP)
FY 2018 REPORTING REQUIREMENTS
October 1, 2017 through September 30, 2018**

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2018	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2017, through December 31, 2017.
May 15, 2018	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2018, through March 31, 2018.
August 15, 2018	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2018, through June 30, 2018.
November 15, 2018	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2018, through September 30, 2018.
DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2018	Courts will be confirming user access to DCCMIS.
CLAIMS	
DUE DATE	NOTE
January 10, 2018	Courts will be reporting on expenditures from October 1, 2017, through December 31, 2017.
April 10, 2018	Courts will be reporting on expenditures from January 1, 2018, through March 31, 2018.
July 10, 2018	Courts will be reporting on expenditures from April 1, 2018, through June 30, 2018.
October 10, 2018	Courts will be reporting on expenditures from July 1, 2018, through September 30, 2018.
OHSP QUARTERLY PROGRAM REPORTS AND PROGRAM INCOME REPORTS	
DUE DATE	NOTE
January 10, 2018	Courts will be reporting on activity occurring during the time period of October 1, 2017, through December 31, 2017.
April 10, 2018	Courts will be reporting on activity occurring during the time period of January 1, 2018, through March 31, 2018.
July 10, 2018	Courts will be reporting on activity occurring during the time period of April 1, 2018, through June 30, 2018.
October 10, 2018	Courts will be reporting on activity occurring during the time period of July 1, 2018, through September 30, 2018.

PROGRAM INCOME VERIFICATION	
DUE DATE	NOTE
January 10, 2018	Courts will be verifying whether program income is collected.

OHSP EMPLOYEE TIME CERTIFICATION REPORTS	
DUE DATE	NOTE
April 10, 2018	Courts will be reporting on employee time paid for by the grant during the time period of October 1, 2017, through March 31, 2018.
October 10, 2018	Courts will be reporting on employee time paid for by the grant during the time period of April 1, 2018, through September 30, 2018.

PD STAGE II DEVELOPMENT AGREEMENT
MAJESTIC LAKES PLANNED DEVELOPMENT
THE VILLAGE AT MAJESTIC LAKES

This PD Stage II Development Agreement ("**Agreement**") is entered into as the Effective Date provided below by **Blue Majestic LLC**, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 200A, Bingham Farms, Michigan 48025, including its successors and assigns ("**Blue Majestic**"), and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "**Township**").

RECITALS:

A. Blue Majestic and the Township entered into the Lakewood Planned Development Agreement, dated April 8, 2013, and recorded in Liber 5215, Page 442, Washtenaw County Records (the "**PD Agreement**"), with respect to certain real property which is described therein (the "**Planned Development**").

B. The PD Agreement was amended pursuant to the First Amendment to Lakewood Planned Development Agreement, dated September 15, 2015, and recorded in Liber 5220, Page 576, Washtenaw County Records (the "**First Amendment**"). Capitalized terms used, but not defined, in this Agreement shall have the meanings given to such terms in the PD Agreement and First Amendment.

C. In addition to the PD Agreement and First Amendment, the Planned Development is subject to the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions, dated May 18, 2007, and recorded in Liber 4627, Page 74 Washtenaw County Records, as amended ("**Declaration**").

D. Pursuant to the PD Agreement and First Amendment, Blue Majestic submitted to the Township an application for PD Stage I Preliminary Site Plan Approval, together with a copy of an amended PD Stage I Preliminary Site Plan (the "**Amended PD Stage I Preliminary Site Plan**"). The Township Board approved the Amended PD Stage I Preliminary Site Plan.

E. Pursuant to the Amended PD Stage I Preliminary Site Plan and First Amendment, the portion of the Planned Development which is described on **Exhibit A** attached hereto has

been approved for the development of single-family residential site condominium project to be known as The Village at Majestic Lakes (the "**Village Parcel**").

F. Blue Majestic has submitted a PD Stage II Final Site Plan for the development of the Village Parcel (the "**PD Stage II Final Site Plan**"). The Township Planning Commission forwarded to the Township Board its recommendations regarding the PD Stage II Final Site Plan and on _____, the Township Board reviewed and approved the PD Stage II Final Site Plan, subject to the conditions which are set forth in this Agreement.

G. Pursuant to Article XIX, Section 1919(2) of the Township's Zoning Ordinance, Blue Majestic and the Township desire to enter into this Agreement to identify the terms and conditions for the development of the Village Parcel, which constitute the basis for the Township Board's approval of the PD Stage II Final Site Plan for The Village at Majestic Lakes.

H. The PD Stage II Final Site Plan for The Village at Majestic Lakes is consistent with the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, and Article XIX of the Township's Zoning Ordinance pertaining to the use and development of a planned development.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, the parties agree as follows:

1. **Recitals Part of Amendment.** Blue Majestic and the Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Amendment.

2. **Name of Planned Development Project.** The portion of the Majestic Lakes Planned Development which is identified on **Exhibit A**, and which is to be developed pursuant to this Agreement shall be referred to as either "**The Village at Majestic Lakes**" or the "**Village Parcel.**"

3. **Approval of PD Stage II Final Site Plan.** The PD Stage II Final Site Plan for The Village at Majestic Lakes consists of those plans identified on **Exhibit B** hereto. The PD Stage II Final Site Plan for The Village at Majestic Lakes has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, in accordance with Ordinance No. 74, [99-200] the Zoning Ordinance of Ypsilanti Township, enacted in 1994 [1999], as amended, and specifically Article XIX entitled PD Planned Development Regulations, and in compliance with Act 288, Public Acts of 1967, as amended, the Land Division Act. The parties acknowledge that the PD Stage II Final Site Plan for The Village at Majestic Lakes do not modify the obligations of others under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, or any PD Stage II final site plan that has been or will be approved for other phases of the Majestic Lakes Planned Development, relating to land or uses which are not within The Village at Majestic Lakes.

4. **Permitted Residential Development.** The Village at Majestic Lakes shall be developed, owned and operated as a single family residential project in accordance with the PD Stage II Final Site Plan for The Village at Majestic Lakes and this Agreement.

5. **Conditions of PD Stage II Final Site Plan Approval for The Village at Majestic Lakes.**

- Applicant shall comply with the photometric plans approved by the Township.
- As the Township has a no phosphorus ordinance, any notation of utilizing phosphorus within the landscape plans shall be deleted.
- The exterior materials shall include the materials shown on the approved elevations for The Village at Majestic Lakes and pursuant to and as allowed by Section 1909 of the Zoning Ordinance.
- *[Additional Conditions, if any]*

6. **Phased Development.** The Village at Majestic Lakes may be developed in phases in accordance with the PD Stage II Final Site Plan for The Village at Majestic Lakes, this Agreement, the PD Agreement and the First Amendment. Each phase shall include the associated infrastructure necessary to serve such phase. Subject to the foregoing, Blue Majestic shall have the right to determine the sequencing of such phases and more than one phase may be developed at the same time.

7. **Plans and Elevations.** The approved plans and elevations for The Village at Majestic Lakes are attached hereto as **Exhibit C**. Any material modifications to the plans and elevations, including photometric plans, shall be subject to the approval of the Township's director of planning, which approval shall not be unreasonably withheld.

8. **Open Space Areas.** The Village at Majestic Lakes shall be entitled to the benefits of, and be subject to the obligations under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment and the Declaration, including the right of residents within The Village at Majestic Lakes to use the open areas as referenced therein and the obligation of the owners of units within The Village at Majestic Lakes to contribute to the costs of operating the Lakewood Association.

9. **Master Deed and Bylaws.** Blue Majestic shall submit to the Township for its review and approval the master deed and bylaws for The Village at Majestic Lakes, which approval shall not be unreasonably withheld, conditioned or delayed ("**Master Deed**"). Following the Township's approval of such Master Deed, Blue Majestic shall record such Master Deed with the Washtenaw County Register of Deeds. The Village at Majestic Lakes may be established as one (1) condominium project or two (2) condominium projects known as The Village at Majestic Lakes I and The Village at Majestic Lakes II.

10. **Formation of Condominium Association.** Blue Majestic shall form an association to administer the condominium established pursuant to the Master Deed (“**Association**”). The Association shall be responsible for maintaining the general common element areas of the condominium for the common use and benefit of all residents and owners of units within the condominium. Every owner of a unit in the condominium shall be a member of the Association. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any unit. During the period that Blue Majestic is entitled to appoint the directors of the Association, Blue Majestic shall notify the Township Clerk and Community Watch Specialist of the names and addresses of each Director of the Association within seven (7) days of their appointment by Blue Majestic. The Association shall establish and levy assessments against the units within the condominium for the purpose of performing the Association’s maintenance and repair obligations with respect to any general common elements within the condominium and for other proper purposes of the Association. The Association’s assessment rights and the unit owner’s assessment obligations shall be more fully set forth in the Master Deed.

11. **Storm Water Management.** No part of the storm water detention areas within the Village Parcel shall be allowed to remain unkempt. All grass and growth shall be maintained and cut in accordance with Township ordinances. The inlets and outlets shall be kept functioning.

Without abrogating or limiting Blue Majestic’s continuing responsibility to maintain the detention areas during the period of construction, unless the Lakewood Association has such obligation, Blue Majestic shall cause the Association to assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, etc., whether arising under this Agreement or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention facilities within the condominium and the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commission, the Association shall be responsible for the maintenance of such storm drainage and detention facilities and Blue Majestic shall have no further maintenance obligations in connection therewith.

In the event Blue Majestic and/or the Association at any time fail to maintain or preserve the detention areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner’s Office may serve written notice by certified mail upon Blue Majestic and the Association, as applicable, setting forth the deficiencies in Blue Majestic’s or the Association’s maintenance and/or preservation of the detention areas, inlet and outlet areas, etc., in accordance with this Agreement. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas, etc., and perform the required maintenance

and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each unit within the condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the detention areas, the inlet, and outlet areas and the Township's right to enforce this obligation against Blue Majestic and/or the Association and/or the unit owners in the condominium shall be set forth in the Master Deed.

12. **Applicable Yard Setbacks.** The PD Stage II Final Site Plan for The Village at Majestic Lakes identifies the width and size of each unit within The Village at Majestic Lakes and the approved front yard, rear yard and side yard setbacks for each unit within The Village at Majestic Lakes. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the Township. Minor variances to the foregoing setback and yard requirements may be administratively approved by the Township's Office of Community Standards, without the necessity of amending this Agreement.

13. **Development Review.** The PD Stage II Final Site Plan for The Village at Majestic Lakes and detailed construction plans for The Village at Majestic Lakes, and the dwellings to be built within The Village at Majestic Lakes, shall not be subject to any enactments or amendments to the Township Zoning Ordinance, the Township Site Condominium Ordinance, or any other Township ordinances, rules and regulations which affect the development of The Village at Majestic Lakes or the architectural standards governing construction in The Village at Majestic Lakes that become effective after the date of the approval of the PD Stage II Final Site Plan for The Village at Majestic Lakes.

14. **Roads.** The internal roads within The Village at Majestic Lakes shall be public in accordance with Section 2.14 of the PD Agreement. All interior roads shall be constructed to the applicable standards of the Washtenaw County Road Commission as outlined within the engineering plans which have been approved by the Township and the Washtenaw County Road Commission. Blue Majestic shall deposit with the Washtenaw County Road Commission the required performance guaranties for the inspection and completion of the roads within The Village at Majestic Lakes.

15. **Interior Sidewalks.** Interior sidewalks shall be installed within The Village at Majestic Lakes in accordance with Section 2.15 of the PD Agreement.

16. **Public Water and Sewer.** The Village at Majestic Lakes shall be developed with public sanitary sewers as approved by the YCUA and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations, and shall be developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and subject to applicable laws and regulations. All standard connection, inspection, costs and fees imposed from and after the date of this Agreement by the Township with respect to the

issuance of building permits in The Village at Majestic Lakes, including but not limited to engineering inspections, water tap fees and sewer tap fees, shall be paid by Blue Majestic, or its successors or assigns, except for the portion previously paid for such connections, including but not limited to those as shown in the YCUA Estimate of Costs - Application for Services, dated August 1, 2006, and the accompanying receipt, dated August 17, 2006. To the extent not previously done by the Original Developer or Blue Majestic, Blue Majestic shall dedicate all necessary easements to the Township for the maintenance, repair and replacement of the public water and sanitary sewer lines within The Village at Majestic Lakes.

17. **Street Lighting.** To the extent not previously done so by the Original Developer, Blue Majestic shall petition the Township for the creation and establishment of a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against all of the units in The Village at Majestic Lakes. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized for the portion of The Village at Majestic Lakes for which building permits are requested prior to the issuance of certificates of occupancy within such portion of The Village at Majestic Lakes. Upon the creation and establishment of the special assessment district for purposes of street lighting, Blue Majestic shall install within each special assessment district for which Blue Majestic has requested and has been approved for the issuance of building permits, street lighting which meets or exceeds the minimum residential street lighting standards of the DTE Energy and such installation shall be completed prior to the issuance of certificates of occupancy in such portion of the Planned Development.

18. **Security Cameras.** Security cameras shall be installed at the two entranceways on Tuttle Hill Road, and the one entranceway to the Planned Development on Textile Road. The security cameras shall meet the specifications established by the Township. Such cameras shall be monitored by the Township's Department of Public Safety. Blue Majestic shall petition the Township to create a special assessment district ("Security Camera SAD") for the purpose of defraying the Township's cost of maintaining and repairing the security cameras. The Security Camera SAD shall be based on the relative number of units within such The Village at Majestic Lakes in relation to the total number of units that are contained in the Planned Development. Provided that Blue Majestic has cooperated in the creation and establishment of the Security Camera SAD, the Township shall not withhold or delay issuance of certificates of occupancy for homes within The Village at Majestic Lakes.

19. **Street Trees within The Village at Majestic Lakes.** Blue Majestic shall install or cause to be installed trees within the street right-of-way line for each portion of The Village at Majestic Lakes for which Blue Majestic has requested and has been approved for the issuance of building permits in accordance with the approved Final Landscape Plan with respect to The Village at Majestic Lakes and any amendments thereto approved by the Township. Where necessary or advisable due to site conditions, sight requirements of the WCRC, the location of public or private utilities or similar factors, such street tree installation may deviate from the Final Landscape Plan, provided that the Plan's average separation is maintained throughout The Village at Majestic Lakes. To secure such obligation for any portion of The Village at Majestic Lakes for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic shall post with the Township security, plus a 10% inspection fee, for such

street tree installation in the form an irrevocable bank letter of credit or check to the Township in an amount reasonably determined by the Township necessary to secure the installation of street trees within such portions of The Village at Majestic Lakes. Blue Majestic may contractually assign these street tree installation obligations to a third party, including residential builders, provided Blue Majestic remains directly liable for the installation of street trees in the applicable portions of The Village at Majestic Lakes. However, Blue Majestic may be relieved of these street tree installation obligations for a particular unit and Blue Majestic's security obligation shall be reduced pro-rata if a third party replaces Blue Majestic's security with its own security. Blue Majestic shall be responsible for replacing any street tree on a particular unit which is determined by the Township's inspector within one (1) year after such street tree's installation to be diseased, dead or dying; provided that, if a third party has posted the security for the installation of the applicable street tree, such third party shall be responsible for the replacement of such tree. Following the expiration of such one (1) year period, the Association or the unit owners shall have the obligation to replace diseased, dead or dying street trees, as provided in the Master Deed and Blue Majestic and/or its assignee shall have no further obligations in connection therewith. The Township shall reduce Blue Majestic's security, on a pro rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Blue Majestic retains with the Township security to cover the reasonable cost of inspection by the Township.

20. **Marketing Procedure.** In addition to the provisions of Section 3.3 of the PD Agreement, Blue Majestic may utilize one construction trailer for The Village at Majestic Lakes until such time as construction within The Village at Majestic Lakes has been completed.

21. **Rent Restrictions.** The Ypsilanti Township Board of Trustees, as part of its ongoing efforts to achieve the adopted policy goals of Neighborhood Stabilization and to find solutions to the long term housing crisis in relation to occupancy and physical condition of residential structures within the Township and furthermore to promote balance in Washtenaw County's housing market through policy and resource allocations including partnerships and collaborations throughout Washtenaw County with the overarching goal of promoting policies that create resiliency, promote equity and improve opportunity for households of all income levels throughout the County, do hereby make and restate the following "Findings of Fact" in support hereof.

(a) The Charter Township of Ypsilanti implemented a nuisance abatement program with regard to foreclosed property, which program is based upon the fact that Ypsilanti Township has experienced over 3,100 foreclosures between 2007 and 2015. The Township has 33% of foreclosures in Washtenaw County, but constitute 15% of the county's households and population; that as a result of these foreclosures, the average SEV of residential properties decreased 37% from 85,550.00 to 52,526.00; that many foreclosed properties became rental properties and the increase in rental properties demonstrates a corresponding increase in crimes and calls for police services.

(b) Due to the unprecedented number of residential foreclosures between 2007 and 2015, Ypsilanti Township enacted Ordinance No. 2015-450 regarding vacant property registration and regulation in response to the disproportionate number of foreclosed properties in

the Township. The implementation of this nuisance abatement program in conjunction with the vacant property ordinance has resulted in increased demand for legal services and staff resources for the filing of nuisance abatement civil actions in the Washtenaw County Circuit Court.

(c) During this most severe housing crisis not seen since the “Great Depression,” the Washtenaw County Office of Community and Economic Development undertook an analysis of housing market conditions throughout the County, which included support from the United States Department of Housing and Urban Development (“HUD”). This analysis resulted in a comprehensive report entitled “Housing Affordability and Economic Equity - Analysis”, which report was published in January, 2015. The Township Board adopted this report by passage of Resolution 2015-4 on March 3, 2015. This study found *inter alia* that Ypsilanti Township is experiencing “vastly disproportionate numbers of subsidized housing units” in the Township (p. 5); that the Township “is at risk of entering a point of no return in its downward spiral, as the domino effect of foreclosures roots ever more deeply” (p. 5); that the Township “cannot remain the de facto affordable housing policy for Ann Arbor and Pittsfield; that “continuation of this default way of operating will ensure further decline in property values and fiscal stability” (p. 38); and that the Township “must find partners to intervene in the destabilizing cycle of foreclosure, disinvestment, abandonment, flipping and distress.” (p. 38).

(d) During the aforementioned time period, the City of Ann Arbor Housing Commission released a study in 2012 which examined the Housing Choice Voucher Program (Section 8), which report concluded that Ypsilanti Township had 547 housing vouchers; that the 547 vouchers constitute 40% of all voucher participants in Washtenaw County while the Township comprises 15% of the county population; that the percentage of the county population using vouchers in the Township is 2.8 times higher than the County as a whole and 4.4 times higher than the City of Ann Arbor.

Blue Majestic agrees to impose certain restrictions on the rental of homes within The Village at Majestic Lakes in order to promote and preserve the owner occupied character of such neighborhood. At the same time, the parties recognize that a home owner may need to lease his or her home due to various circumstances, such as a job transfer, relocation, the loss of a job or for health or other reasons. Thus, based upon the foregoing, The Village at Majestic Lakes shall be subject to the following restrictions:

(a) A single family home within The Village at Majestic Lakes shall not be purchased for the purpose of leasing the home to other persons. A home within The Village at Majestic Lakes shall only be sold to persons who intend to occupy such home as their personal residence.

(b) If a home owner whose home qualifies as the home owner’s principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her home, such home owner will be permitted to lease his or her home to other persons during the period such home owner continues to hold title to the home, If such home owner thereafter conveys or otherwise transfers title to the home, any lease then in effect shall automatically terminate and, subject to subparagraph (c) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.

(c) A home owner who is permitted to lease his or her home pursuant to subparagraph (b) above, may lease the home for a period not to exceed three (3) years, regardless of whether the home owner continues to own the home beyond such three (3) year period. However, upon the request of the home owner to the Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a “one time only” extension which extension may be for any number of months with a maximum of 24 months and shall not, under any circumstances, exceed two (2) additional years to lease the home.

(d) For purposes of the foregoing restrictions, the grant of a mortgage by a home owner shall not constitute a transfer of the home owner’s title to the home. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a home by foreclosure, receivership or deed in lieu of foreclosure, shall also be permitted to lease the home to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee’s foreclosed properties) holds title to the home.

(e) The rental rates for homes permitted to be leased under this Section shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of homes shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(f) Except as provided above in this Section, the leasing of homes within The Village at Majestic Lakes shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(g) The leasing of homes shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single family residential properties, including ordinances pertaining to licensing and inspections.

(h) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.

(i) The foregoing restrictions shall be contained in the Master Deed. The Master Deed shall also contain provisions, approved by the Township, giving the Township the authority to enforce the foregoing restrictions and prohibiting the amendment of such restrictions without the prior consent of the Township. In addition, the Master Deed may contain such additional restrictions relating to the leasing of condominium units, as determined by Blue Majestic.

22. **Surety and Escrows for Infrastructure Improvements.** The portion of The Village of Majestic Lakes which is identified as units 1-34 on the PD Stage II Final Site Plan has been partially developed as provided in Section 2.2 of the PD Agreement. Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements

within such portion of The Village at Majestic Lakes, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township. With respect to any portion of the remainder of The Village at Majestic Lakes for which Blue Majestic has requested and has been approved for building permits, Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within such portion of The Village at Majestic Lakes, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township.

Blue Majestic may satisfy the foregoing surety or escrow requirements in all or in part by the posting of such surety or escrows for such improvements with other governmental entities (e.g. the WCRC, the WCWRC, YCUA, etc.) and to the extent any of the foregoing governmental entities hold performance guaranties for any such improvements, Blue Majestic shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. Blue Majestic shall deliver to the Township Treasurer's office copies of all such surety or escrow agreements with other governmental entities. The surety amount required by the Township may be reduced incrementally as improvements within such portions of The Village at Majestic Lakes are accepted and approved and the Township agrees that, at Blue Majestic's request, and upon approval from the appropriate inspecting agency, sureties held by the Township will be released to Blue Majestic for completed portions of The Village at Majestic Lakes. The Township will use its good faith commercially reasonable efforts to release such funds to Blue Majestic within thirty (30) days from the Township's receipt of a written request for payment from Blue Majestic, and in any event, such funds shall be released by the Township to Blue Majestic within forty-five (45) days from the Township's receipt of a written request for payment from Blue Majestic.

23. **Construction Access.** Blue Majestic shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from its construction site, including placing brine on the roads when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, if applicable, the expense of which shall be borne exclusively by Blue Majestic.

24. **Engineering Plans and Certification.**

(a) With respect to each phase of The Village at Majestic Lakes that is developed, Blue Majestic shall furnish a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such phase, per the "as built" plans, have been constructed in accordance with this Agreement, and the approved PD Stage II Final Site Plan and engineering plans for The Village at Majestic Lakes.

(b) Following the completion of each development phase of The Village at Majestic Lakes, Blue Majestic shall furnish "as built" engineering plans (3 hard copies, digital pdf), reviewed and approved by the Township Engineer, showing all site improvements installed within such phase per Township specifications. All inspections for water and sewer (sanitary and storm) installations within The Village at Majestic Lakes are to be performed by Township and YCUA engineering inspectors, with applicable fees.

(c) Blue Majestic shall furnish a "project engineer's certificate" for each phase of The Village at Majestic Lakes being developed by Blue Majestic, indicating that all soil erosion and sedimentation measures for such phase have been complied with, according Chapter 24, Article VI of the Township Municipal Code and part 91 of Act 451 of the Public Acts of 1994.

25. **Underground Utilities.** To the extent not previously installed, Blue Majestic shall cause to be installed underground within The Village at Majestic Lakes, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. Blue Majestic shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not previously established.

26. **Removal of Construction Debris.** Blue Majestic shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within The Village at Majestic Lakes and within two weeks of completion or abandonment of construction of each development phase. Blue Majestic shall provide temporary containment units for the storage of debris and discarded building material until such time that the materials are scheduled to be removed. No burning of discarded construction material shall be allowed.

27. **Vested Project; Successor Developer.** The Village at Majestic Lakes shall be deemed fully "vested." Beginning on the date of this Agreement, subsequent owners of the entire Village Parcel agree to assume Blue Majestic's rights and obligations with respect to the Village Parcel under the PD Agreement, the First Amendment, the Amended PD Stage I Preliminary Site Plan; and thereafter, Blue Majestic shall have no further obligations or liability in connection therewith. The Township confirms, as of the date of this Agreement, that there are no violations of the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration or any of any applicable law, including the Township Ordinance, relating to the Village Parcel.

28. **Blue Majestic agrees:**

(a) To prepare and submit to the Township for approval detailed plans and specifications prepared by a registered professional engineer for construction of on-site improvements, according to "Engineering Design Specifications for On-Site Improvements" adopted by the Township and the Ypsilanti Community Utility Authority ("YCUA") (which plans and specifications have been submitted as identified on Exhibit B attached hereto) with the understanding that no work on said improvements shall be commenced except in compliance

with the Township Zoning Ordinance until such plans and specifications have been approved by the Township Planner and Township Engineer and which engineering plans have been so approved June 8, 2017 (subject to satisfaction of the conditions set forth in the Township Engineer letter of approval dated June 8, 2017) and to provide such other information to the Township Departments as set forth in the Township Engineer letter of approval dated June 8, 2017.

(b) To install required lot grading and soil erosion and sedimentation control improvements and to provide drainage for storm water from the Village Parcel in accordance with applicable standards so that storm water will not flow from the Village Parcel on to any adjacent property in such amounts that do not exceed the amounts from the undeveloped condition.

(c) To remove all discarded building material and rubbish from the Village Parcel at least once every two weeks during construction of improvements and within one month after completion or abandonment of construction. Blue Majestic further agree that no burning shall be allowed on the site unless an exception is granted by the Ypsilanti Township Board of Trustees and the Township Fire Department.

(d) To provide a "plan for signs" and installation of street name signs according to Washtenaw County Road Commission specifications upon or following commencement of construction (but in any event, to be approved and installed prior to issuance of a final certificate of occupancy) and to install such temporary warning signs and temporary road name signs during the construction period as are appropriate to protect the health, safety and welfare of the public, in accordance with applicable requirements.

(e) Notwithstanding anything to the contrary set forth herein, the following understandings have been reached between the Township and the Blue Majestic as a part of Blue Majestic's preliminary site plan approval and are hereby reaffirmed and incorporated in this Agreement:

(i) Blue Majestic's Landscape Architectural Plans shall include appropriate berming and planting in accordance with the approved site plan.

(ii) Blue Majestic shall endeavor to cooperate with the Township Solid Waste Committee on future recycling activities.

(iii) Blue Majestic shall paint fire hydrants "Rustoleum School Bus Yellow" in accordance with Township Fire Departments standards.

The Township Hereby Agrees:

(a) To accept appropriate easements for public water mains and sanitary sewers.

(b) To provide timely and reasonable Township inspections as may be required during construction.

29. **Miscellaneous.**

(a) **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

(b) **Headings; Construction.** The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision. When the context and construction so require, all words used in the singular shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa. Capitalized words or phrases not otherwise defined herein shall be construed to be consistent with those words or phrases as used in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration. Except as specifically identified herein or as related to the Conditions of PD Stage II Final Site Plan Approval for The Village at Majestic Lakes contained in paragraph 5 of this Agreement, this Agreement is intended to reflect and reiterate the obligations of the owner of The Village at Majestic Lakes and of the Township as referenced in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration and is not intended to materially modify such obligations.

(c) **Partial Validity; Severability.** If any term or provision of this Agreement or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors in interest and assigns, and no third party is intended to, or shall have, any rights hereunder.

(e) **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between Blue Majestic and the Township and their respective attorneys. Accordingly, none of the parties shall be deemed to be the author of this Agreement, and this Agreement shall not be construed against either party.

(f) **Inspections.** In consideration of the above undertakings, the Township shall provide timely and reasonable Township inspections as may be required during construction of The Village at Majestic Lakes.

(g) **Recordation of Agreement.** The Blue Majestic shall record this Agreement with the Washtenaw County Register of Deeds and further provide a recorded copy to the Township Clerks Office.

(h) **Effect of Agreement.** Except as modified by this Agreement and the PD Stage II Final Site Plan for The Village at Majestic Lakes, the terms and provisions of the PD Agreement and the First Amendment shall continue in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this Agreement and any other agreement or applicable document, including the PD Stage II Final Site Plan for The Village at Majestic Lakes, and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of this Agreement and the PD Stage II Final Site Plan for The Village at Majestic Lakes shall control and variances shall not be required.

(j) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both Blue Majestic and the Township sign this Amendment.

(k) **Obligations of Successor Developers.** This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by a writing executed by both parties or their successors-in-interest. The obligation of Blue Majestic contained herein shall be binding on successors and assigns in ownership of The Village Parcel and shall run with the land. Blue Majestic is no longer responsible for obligations under this Agreement: (i) upon assignment of this Agreement, including a partial assignment of this Agreement with respect to a portion of the Village Parcel; or (ii) upon the sale of the Village Parcel, or a portion thereof, to a third party, with respect to the portion sold.

**Signatures and acknowledgments by the parties and approval by
counsel for the parties appear on following pages**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the year and date set forth above.

Blue Majestic:

Blue Majestic LLC,
a Michigan limited liability company

By: _____

Print Name:

Its: _____

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 2017, the foregoing instrument was acknowledged before me by _____, _____ of Blue Majestic LLC, a Michigan limited liability company on behalf of the company.

_____, Notary Public _____ County, ___
Acting in the County of _____, State of _____
My Commission expires: _____

Township:

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____
Brenda L. Stumbo

Its: Supervisor

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____
Karen Lovejoy Roe

Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

On this ____ day of _____, 2017, the foregoing instrument was acknowledged before me by Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk, of Charter Township of Ypsilanti, a Michigan Municipal corporation on behalf of the corporation.

_____, Notary Public _____ County, MI
Acting in the County of _____, State of Michigan
My Commission expires: _____

DRAFTED JOINTLY BY BLUE MAJESTIC AND THE TOWNSHP:

WHEN RECORDED RETURN TO:

Wm. Douglas Winters
McLain & Winters
61 N. Huron St.
Ypsilanti, MI 48197

Mark S. Cohn
Seyburn Kahn
2000 Town Center, Ste 1500
Southfield, MI 48075

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I

DESCRIPTION OF A 11.66 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 211.42 FEET; THENCE THE FOLLOWING TWENTY ONE (21) COURSES ALONG LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, ACCORDING TO THE MASTER DEED, AS RECORDED IN LIBER 4627, PAGE 76, WASHTENAW COUNTY RECORDS: 133.66 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S77°50'41"W 132.76 FEET, S89°20'36"W 257.52 FEET, S00°39'24"E 130.55 FEET, S89°20'36"W 569.22 FEET, S00°39'24"E 120.00 FEET, S28°37'07"W 75.66 FEET, S88°37'17"W 66.01 FEET, S79°41'43"W 96.47 FEET, S89°20'36"W 44.89 FEET, S00°39'24"E 32.87 FEET, S04°42'20"E 56.91 FEET, S14°44'01"E 83.96 FEET, S26°42'11"E 84.11 FEET, N57°18'25"E 140.00 FEET, 23.07 FEET ALONG THE ARC OF A 263.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S35°12'21"E 23.06 FEET, S52°16'54"W 135.00 FEET, S43°42'30"E 83.07 FEET, S55°50'11"E 84.96 FEET, S67°55'55"E 82.91 FEET, S76°29'12"E 83.64 FEET, AND S88°01'35"E 30.64 FEET; THENCE S89°45'51"W 515.16 FEET; THENCE N00°39'24"W 959.17 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF SAID TUTTLE HILL ROAD TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 11.66 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 60 FEET THEREOF AS OCCUPIED BY SAID TUTTLE HILL ROAD.

PARCEL II

DESCRIPTION OF A 17.74 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE

CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH); THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 3.57 FEET FOR A PLACE OF BEGINNING; THENCE N31°54'36"E 441.75 FEET; THENCE N89°51'07"E 1218.93 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26 TO THE CENTER POST OF SAID SECTION 26; THENCE S00°34'23"W 1109.87 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 (AS MONUMENTED); THENCE N15°51'33"W 45.04 FEET; THENCE N21°59'29"W 75.40 FEET; THENCE N29°40'14"W 75.40 FEET; THENCE N39°14'51"W 112.56 FEET; THENCE N54°05'18"W 66.65 FEET; N58°04'44"W 1018.01 FEET; THENCE 18.64 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S34°37'54"W 18.63 FEET; THENCE S31°55'16"W 111.39 FEET; THENCE S33°20'13"W 66.02 FEET; THENCE 167.10 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S51°58'13"W 165.36 FEET; THENCE N41°40'00"W 207.85 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 17.74 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
MAJESTIC LAKES
 Planned Development Stage II Plans
 Atwell, LLC - Job #14000914

SITE PLANS

Sheet Number	Sheet Title	Last Revised Date
01	Cover	August 10, 2017
02	Aerial Photo	August 10, 2017
03	Existing Conditions	August 10, 2017
04	Overall Layout Plan	August 10, 2017
05	Detailed Layout Plan	August 10, 2017
06	Detailed Layout Plan	August 10, 2017
07	Detailed Layout Plan	August 10, 2017
08	Detailed Layout Plan	August 10, 2017
09	Utility Plan	August 10, 2017
10	Utility Plan	August 10, 2017
11	Utility Plan	August 10, 2017
12	Utility Plan	August 10, 2017
13	Open Space Plan	August 10, 2017
14	Open Space Plan	August 10, 2017

LANDSCAPE PLANS

Sheet Number	Sheet Title	Last Revised Date
L-1	Landscape Plan	August 10, 2017
L-2	Landscape Plan	August 10, 2017
L-3	Forebay Landscape Plans	August 10, 2017
L-4	Landscape Specifications & Details	August 10, 2017

ENGINEERING PLANS

Sheet Number	Sheet Title	Last Revised Date
1-60	-----	July 31, 2017

EXHIBIT C
PLANS AND ELEVATIONS

The Petoskey

Majestic Lakes
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,320 - 2,333 Sq. Ft.
4 Bedrooms
2.5 Baths



Open the door to the Petoskey, and you'll instantly feel at home. This inviting home features plenty of living and entertaining space for a growing family. The first floor features a spacious great room that opens to the kitchen, complete with an eat-in nook and walk-in pantry. A convenient powder room adds to this beautiful home's functionality. Upstairs, the master suite offers a large walk-in closet and private bath with an optional separate shower and soaking tub. An expansive loft, convenient laundry room, three secondary bedrooms and additional full bath round out the living space on the second floor.



Elevations on this page approved / not approved as indicated herein.

Authorized Signature Date



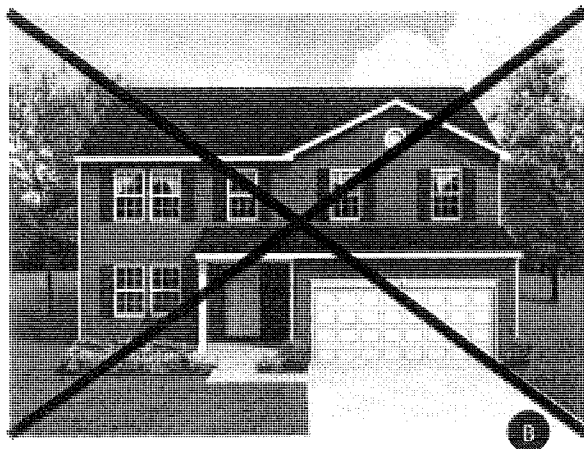
The Mackinac

Majestic Lakes
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,752 - 2,765 Sq. Ft.
4 Bedrooms
2.5 Baths



The Mackinac is perfect for a young family with an active lifestyle! This home features four bedrooms, two and a half baths, and an attached 2-car garage for added convenience. The first floor offers plenty of space for family gathering and features a spacious great room that opens to a large kitchen with an eat-in nook, walk-in pantry and optional box bay entrance to the backyard. A cozy second-floor loft, three secondary bedrooms and large master suite complete the second floor.



Elevations on this page approved / not approved as indicated herein.

Authorized Signature Date



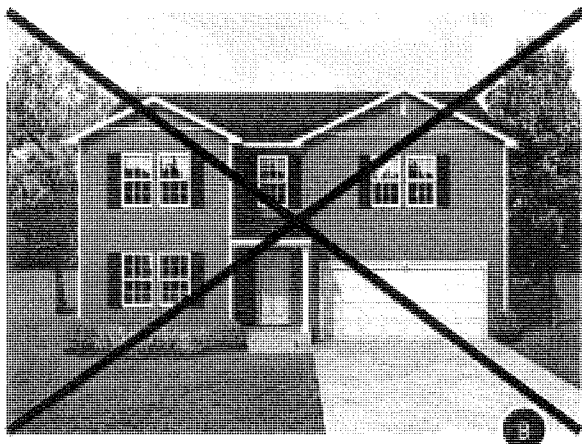
The Traverse

Majestic Lakes
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,592 - 2,605 Sq. Ft.
4 Bedrooms
2.5 Baths



The Traverse is a perfect home for a growing family! The large kitchen with eat-in nook and walk-in pantry open to an oversized step-down great room, which is the perfect spot for family gatherings. The second floor features a loft, laundry room, two full baths and four spacious bedrooms, including a master suite with a large walk-in closet and private bath. A spacious flex room, powder room, and attached 2-car garage offer the storage space and convenience today's families desire.



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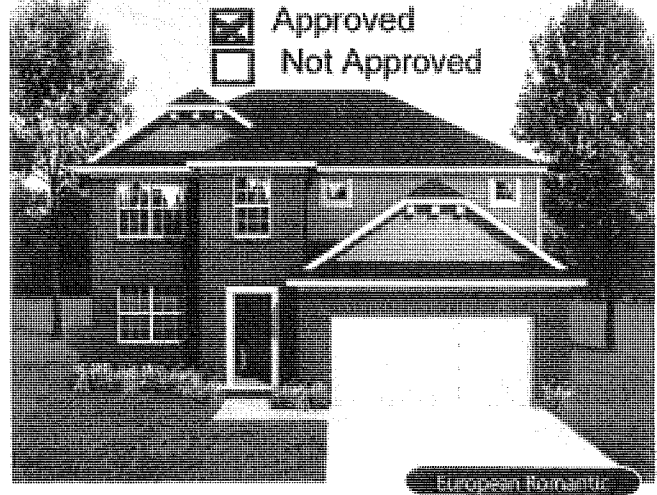
Authorized Signature Date



Nature Series
The Elwood

Majestic Lakes
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,432 - 2,777 Sq. Ft.
4-5 Bedrooms
2.5-3 Baths



You'll feel right at home at the Elwood, a charming two-story home with four bedrooms, two and a half bathrooms, and an abundance of living space. Off the garage is a private family entry and walk-in closet, perfect for storing boots and coats on wet, muddy days. The open great room is ideal for gathering and entertaining, while the kitchen's generous counter space and optional center island offer plenty of space for preparing and cooking meals. A cozy study tucked off the foyer and large second-story loft offer additional living spaces within the home. Three secondary bedrooms and a spacious master suite complete this desirable home.



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Rev 11/14/14

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Nature Series
The Harvest

Majestic Lakes
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

1,926 - 2,264 Sq. Ft.
3 Bedrooms
2.5 Baths



The Harvest offers functionality, generous space, and value all in one! The bright foyer opens to a generously sized great room. Next to the great room is a quaint eat-in nook and perfectly planned kitchen, complete with a huge, walk-in pantry. Upstairs is a large master suite with walk-in closet and adjoining master bath with an oversized tub, private commode and plenty of vanity space. Two secondary bedrooms are spacious and both offer generous closet space. The large second-floor loft is convenient as a playroom or additional TV room, while the second-floor laundry room adds convenience to both washing and putting away the laundry. You'll feel right at home at the Harvest!



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Authorized Signature Date



Rev 6/17/14

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Nature Series
The Lakeland

Majestic Lakes
Elevations submitted for Township
approval pursuant to Section 3.2
of the Lakewood PD Agreement.

2,524 - 3,079 Sq. Ft.
4-5 Bedrooms
2.5-4 Baths



It's easy to see why families love the Lakeland. This gorgeous two story home features a large kitchen and nook that open to the great room, offering plenty of gathering space. An intimate formal dining room at the front of the home has the option to be converted into a den or family work space. Upstairs, three large secondary bedrooms with walk-in closets offer space for guests or children of any age. The master retreat is inviting, with a spa-like bath and huge walk-in closet. A convenient second story loft and laundry room complete the spacious layout of this home.



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not approved as indicated herein.

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Date



Rev 11/14/14

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Nature Series
The Leland

Majestic Lakes
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,185-2,529 Sq. Ft.
3-5 Bedrooms
2.5-3 Baths



The Leland offers the space, charm and convenience you're looking for in a new home. This open floor plan features a large great room, three family-sized bedrooms, a loft, and private study. The generous kitchen opens to the eat-in nook and great room, creating the perfect area for entertaining family and friends. The master suite on the second floor is the ideal retreat for homeowners, complete with a private bath and walk-in closet. In addition, homeowners have an array of structural options to choose from to customize the home to fit their needs. You'll feel right at home at the Leland!



Elevations on this page approved / not approved as indicated herein.

Authorized Signature Date



PD STAGE II DEVELOPMENT AGREEMENT
MAJESTIC LAKES PLANNED DEVELOPMENT
MAJESTIC LAKES ESTATES

This PD Stage II Development Agreement ("**Agreement**") is entered into as the Effective Date provided below by **Blue Majestic LLC**, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 200A, Bingham Farms, Michigan 48025, including its successors and assigns ("**Blue Majestic**"), and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "**Township**").

RECITALS:

A. Blue Majestic and the Township entered into the Lakewood Planned Development Agreement, dated April 8, 2013, and recorded in Liber 5215, Page 442, Washtenaw County Records (the "**PD Agreement**"), with respect to certain real property which is described therein (the "**Planned Development**").

B. The PD Agreement was amended pursuant to the First Amendment to Lakewood Planned Development Agreement, dated September 15, 2015, and recorded in Liber 5220, Page 576, Washtenaw County Records (the "**First Amendment**"). Capitalized terms used, but not defined, in this Agreement shall have the meanings given to such terms in the PD Agreement and First Amendment.

C. In addition to the PD Agreement and First Amendment, the Planned Development is subject to the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions, dated May 18, 2007, and recorded in Liber 4627, Page 74 Washtenaw County Records, as amended ("**Declaration**").

D. Pursuant to the PD Agreement and First Amendment, Blue Majestic submitted to the Township an application for PD Stage I Preliminary Site Plan Approval, together with a copy of an amended PD Stage I Preliminary Site Plan (the "**Amended PD Stage I Preliminary Site Plan**"). The Township Board approved the Amended PD Stage I Preliminary Site Plan.

E. Pursuant to the Amended PD Stage I Preliminary Site Plan and First Amendment, the portion of the Planned Development which is described on **Exhibit A** attached hereto has

been approved for the development of single-family residential site condominium project to be known as Majestic Lakes Estates (the "**Estates Parcel**").

F. Blue Majestic has submitted a PD Stage II Final Site Plan for the development of the Estates Parcel (the "**PD Stage II Final Site Plan**"). The Township Planning Commission forwarded to the Township Board its recommendations regarding the PD Stage II Final Site Plan and on _____, the Township Board reviewed and approved the PD Stage II Final Site Plan, subject to the conditions which are set forth in this Agreement.

G. Pursuant to Article XIX, Section 1919(2) of the Township's Zoning Ordinance, Blue Majestic and the Township desire to enter into this Agreement to identify the terms and conditions for the development of the Estates Parcel, which constitute the basis for the Township Board's approval of the PD Stage II Final Site Plan for Majestic Lakes Estates.

H. The PD Stage II Final Site Plan for Majestic Lakes Estates is consistent with the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, and Article XIX of the Township's Zoning Ordinance pertaining to the use and development of a planned development.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, the parties agree as follows:

1. **Recitals Part of Amendment.** Blue Majestic and the Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Amendment.

2. **Name of Planned Development Project.** The portion of the Majestic Lakes Planned Development which is identified on **Exhibit A**, and which is to be developed pursuant to this Agreement shall be referred to as either "**Majestic Lakes Estates**" or the "**Estates Parcel.**"

3. **Approval of PD Stage II Final Site Plan.** The PD Stage II Final Site Plan for Majestic Lakes Estates consists of those plans identified on **Exhibit B** hereto. The PD Stage II Final Site Plan for Majestic Lakes Estates has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, in accordance with Ordinance No. 74, [99-200] the Zoning Ordinance of Ypsilanti Township, enacted in 1994 [1999], as amended, and specifically Article XIX entitled PD Planned Development Regulations, and in compliance with Act 288, Public Acts of 1967, as amended, the Land Division Act. The parties acknowledge that the PD Stage II Final Site Plan for Majestic Lakes Estates do not modify the obligations of others under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, or any PD Stage II final site plan that has been or will be approved for other phases of the Majestic Lakes Planned Development, relating to land or uses which are not within Majestic Lakes Estates.

4. **Permitted Residential Development.** Majestic Lakes Estates shall be developed, owned and operated as a single family residential project in accordance with the PD Stage II Final Site Plan for Majestic Lakes Estates and this Agreement.

5. **Conditions of PD Stage II Final Site Plan Approval for Majestic Lakes Estates.**

- Applicant shall comply with the photometric plans approved by the Township.
- As the Township has a no phosphorus ordinance, any notation of utilizing phosphorus within the landscape plans shall be deleted.
- The exterior materials shall include the materials shown on the elevations for Majestic Lakes Estates which are approved by the Township and pursuant to and as allowed by Section 1909 of the Zoning Ordinance.
- [*Additional Conditions, if any*]

6. **Phased Development.** Majestic Lakes Estates may be developed in phases in accordance with the PD Stage II Final Site Plan for Majestic Lakes Estates, this Agreement, the PD Agreement and the First Amendment. Each phase shall include the associated infrastructure necessary to serve such phase. Subject to the foregoing, Blue Majestic shall have the right to determine the sequencing of such phases and more than one phase may be developed at the same time.

7. **Plans and Elevations.** As of the date of this Agreement, a builder has not been selected by Blue Majestic for Majestic Lakes Estates. Prior to obtaining building permits for the construction of homes within Majestic Lakes Estates, Blue Majestic or its designated builder shall submit plans and elevations to the Township Board for its approval, which approval shall not be unreasonably withheld if such plans and elevations are consistent with the plans and elevations that have been approved by the Township for other portions of the Planned Development.

8. **Open Space Areas.** Majestic Lakes Estates shall be entitled to the benefits of, and be subject to the obligations under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment and the Declaration, including the right of residents within Majestic Lakes Estates to use the open areas as referenced therein and the obligation of the owners of units within Majestic Lakes Estates to contribute to the costs of operating the Lakewood Association.

9. **Master Deed and Bylaws.** Blue Majestic shall submit to the Township for its review and approval the master deed and bylaws for Majestic Lakes Estates, which approval shall not be unreasonably withheld, conditioned or delayed (“**Master Deed**”). Following the Township’s approval of such Master Deed, Blue Majestic shall record such Master Deed with the Washtenaw County Register of Deeds.

10. **Formation of Condominium Association.** Blue Majestic shall form an association to administer the condominium established pursuant to the Master Deed (“**Association**”). The Association shall be responsible for maintaining the general common element areas of the condominium for the common use and benefit of all residents and owners of units within the condominium. Every owner of a unit in the condominium shall be a member of the Association. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any unit. During the period that Blue Majestic is entitled to appoint the directors of the Association, Blue Majestic shall notify the Township Clerk and Community Watch Specialist of the names and addresses of each Director of the Association within seven (7) days of their appointment by Blue Majestic. The Association shall establish and levy assessments against the units within the condominium for the purpose of performing the Association’s maintenance and repair obligations with respect to any general common elements within the condominium and for other proper purposes of the Association. The Association’s assessment rights and the unit owner’s assessment obligations shall be more fully set forth in the Master Deed.

11. **Storm Water Management.** No part of the storm water detention areas within the Estates Parcel shall be allowed to remain unkempt. All grass and growth shall be maintained and cut in accordance with Township ordinances. The inlets and outlets shall be kept functioning.

Without abrogating or limiting Blue Majestic’s continuing responsibility to maintain the detention areas during the period of construction, unless the Lakewood Association has such obligation, Blue Majestic shall cause the Association to assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, etc., whether arising under this Agreement or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention facilities within the condominium and the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commission, the Association shall be responsible for the maintenance of such storm drainage and detention facilities and Blue Majestic shall have no further maintenance obligations in connection therewith.

In the event Blue Majestic and/or the Association at any time fail to maintain or preserve the detention areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner’s Office may serve written notice by certified mail upon Blue Majestic and the Association, as applicable, setting forth the deficiencies in Blue Majestic’s or the Association’s maintenance and/or preservation of the detention areas, inlet and outlet areas, etc., in accordance with this Agreement. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas, etc., and perform the required maintenance

and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each unit within the condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the detention areas, the inlet, and outlet areas and the Township's right to enforce this obligation against Blue Majestic and/or the Association and/or the unit owners in the condominium shall be set forth in the Master Deed.

12. **Applicable Yard Setbacks.** The PD Stage II Final Site Plan for Majestic Lakes Estates identifies the width and size of each unit within Majestic Lakes Estates and the approved front yard, rear yard and side yard setbacks for each unit within Majestic Lakes Estates. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the Township. Minor variances to the foregoing setback and yard requirements may be administratively approved by the Township's Office of Community Standards, without the necessity of amending this Agreement.

13. **Development Review.** The PD Stage II Final Site Plan for Majestic Lakes Estates and detailed construction plans for Majestic Lakes Estates, and the dwellings to be built within Majestic Lakes Estates, shall not be subject to any enactments or amendments to the Township Zoning Ordinance, the Township Site Condominium Ordinance, or any other Township ordinances, rules and regulations which affect the development of Majestic Lakes Estates or the architectural standards governing construction in Majestic Lakes Estates that become effective after the date of the approval of the PD Stage II Final Site Plan for Majestic Lakes Estates.

14. **Roads.** The internal roads within Majestic Lakes Estates shall be public in accordance with Section 2.14 of the PD Agreement. All interior roads shall be constructed to the applicable standards of the Washtenaw County Road Commission as outlined within the engineering plans which have been approved by the Township and the Washtenaw County Road Commission. Blue Majestic shall deposit with the Washtenaw County Road Commission the required performance guaranties for the inspection and completion of the roads within Majestic Lakes Estates.

15. **Interior Sidewalks.** Interior sidewalks shall be installed within Majestic Lakes Estates in accordance with Section 2.15 of the PD Agreement.

16. **Public Water and Sewer.** Majestic Lakes Estates shall be developed with public sanitary sewers as approved by the YCUA and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations, and shall be developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and subject to applicable laws and regulations. All standard connection, inspection, costs and fees imposed from and after the date of this Agreement by the Township with respect to the issuance of building permits in Majestic Lakes Estates, including but not limited to engineering inspections,

water tap fees and sewer tap fees, shall be paid by Blue Majestic, or its successors or assigns, except for the portion previously paid for such connections, including but not limited to those as shown in the YCUA Estimate of Costs - Application for Services, dated August 1, 2006, and the accompanying receipt, dated August 17, 2006. To the extent not previously done by the Original Developer or Blue Majestic, Blue Majestic shall dedicate all necessary easements to the Township for the maintenance, repair and replacement of the public water and sanitary sewer lines within Majestic Lakes Estates.

17. **Street Lighting.** To the extent not previously done so by the Original Developer, Blue Majestic shall petition the Township for the creation and establishment of a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against all of the units in Majestic Lakes Estates. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized for the portion of Majestic Lakes Estates for which building permits are requested prior to the issuance of certificates of occupancy within such portion of Majestic Lakes Estates. Upon the creation and establishment of the special assessment district for purposes of street lighting, Blue Majestic shall install within each special assessment district for which Blue Majestic has requested and has been approved for the issuance of building permits, street lighting which meets or exceeds the minimum residential street lighting standards of the DTE Energy and such installation shall be completed prior to the issuance of certificates of occupancy in such portion of the Planned Development.

18. **Security Cameras.** Security cameras shall be installed at the two entranceways on Tuttle Hill Road, and the one entranceway to the Planned Development on Textile Road. The security cameras shall meet the specifications established by the Township. Such cameras shall be monitored by the Township's Department of Public Safety. Blue Majestic shall petition the Township to create a special assessment district ("Security Camera SAD") for the purpose of defraying the Township's cost of maintaining and repairing the security cameras. The Security Camera SAD shall be based on the relative number of units within such Majestic Lakes Estates in relation to the total number of units that are contained in the Planned Development. Provided that Blue Majestic has cooperated in the creation and establishment of the Security Camera SAD, the Township shall not withhold or delay issuance of certificates of occupancy for homes within Majestic Lakes Estates.

19. **Street Trees within Majestic Lakes Estates.** Blue Majestic shall install or cause to be installed trees within the street right-of-way line for each portion of Majestic Lakes Estates for which Blue Majestic has requested and has been approved for the issuance of building permits in accordance with the approved Final Landscape Plan with respect to Majestic Lakes Estates and any amendments thereto approved by the Township. Where necessary or advisable due to site conditions, sight requirements of the WCRC, the location of public or private utilities or similar factors, such street tree installation may deviate from the Final Landscape Plan, provided that the Plan's average separation is maintained throughout Majestic Lakes Estates. To secure such obligation for any portion of Majestic Lakes Estates for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic shall post with the Township security, plus a 10% inspection fee, for such street tree installation in the form an irrevocable bank letter of credit or check to the Township in an amount reasonably

determined by the Township necessary to secure the installation of street trees within such portions of Majestic Lakes Estates. Blue Majestic may contractually assign these street tree installation obligations to a third party, including residential builders, provided Blue Majestic remains directly liable for the installation of street trees in the applicable portions of Majestic Lakes Estates. However, Blue Majestic may be relieved of these street tree installation obligations for a particular unit and Blue Majestic's security obligation shall be reduced pro-rata if a third party replaces Blue Majestic's security with its own security. Blue Majestic shall be responsible for replacing any street tree on a particular unit which is determined by the Township's inspector within one (1) year after such street tree's installation to be diseased, dead or dying; provided that, if a third party has posted the security for the installation of the applicable street tree, such third party shall be responsible for the replacement of such tree. Following the expiration of such one (1) year period, the Association or the unit owners shall have the obligation to replace diseased, dead or dying street trees, as provided in the Master Deed and Blue Majestic and/or its assignee shall have no further obligations in connection therewith. The Township shall reduce Blue Majestic's security, on a pro rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Blue Majestic retains with the Township security to cover the reasonable cost of inspection by the Township.

20. **Marketing Procedure.** In addition to the provisions of Section 3.3 of the PD Agreement, Blue Majestic may utilize one construction trailer for Majestic Lakes Estates until such time as construction within Majestic Lakes Estates has been completed.

21. **Rent Restrictions.** The Ypsilanti Township Board of Trustees, as part of its ongoing efforts to achieve the adopted policy goals of Neighborhood Stabilization and to find solutions to the long term housing crisis in relation to occupancy and physical condition of residential structures within the Township and furthermore to promote balance in Washtenaw County's housing market through policy and resource allocations including partnerships and collaborations throughout Washtenaw County with the overarching goal of promoting policies that create resiliency, promote equity and improve opportunity for households of all income levels throughout the County, do hereby make and restate the following "Findings of Fact" in support hereof.

(a) The Charter Township of Ypsilanti implemented a nuisance abatement program with regard to foreclosed property, which program is based upon the fact that Ypsilanti Township has experienced over 3,100 foreclosures between 2007 and 2015. The Township has 33% of foreclosures in Washtenaw County, but constitute 15% of the county's households and population; that as a result of these foreclosures, the average SEV of residential properties decreased 37% from 85,550.00 to 52,526.00; that many foreclosed properties became rental properties and the increase in rental properties demonstrates a corresponding increase in crimes and calls for police services.

(b) Due to the unprecedented number of residential foreclosures between 2007 and 2015, Ypsilanti Township enacted Ordinance No. 2015-450 regarding vacant property registration and regulation in response to the disproportionate number of foreclosed properties in the Township. The implementation of this nuisance abatement program in conjunction with the

vacant property ordinance has resulted in increased demand for legal services and staff resources for the filing of nuisance abatement civil actions in the Washtenaw County Circuit Court.

(c) During this most severe housing crisis not seen since the “Great Depression,” the Washtenaw County Office of Community and Economic Development undertook an analysis of housing market conditions throughout the County, which included support from the United States Department of Housing and Urban Development (“**HUD**”). This analysis resulted in a comprehensive report entitled “Housing Affordability and Economic Equity - Analysis”, which report was published in January, 2015. The Township Board adopted this report by passage of Resolution 2015-4 on March 3, 2015. This study found *inter alia* that Ypsilanti Township is experiencing “vastly disproportionate numbers of subsidized housing units” in the Township (p. 5); that the Township “is at risk of entering a point of no return in its downward spiral, as the domino effect of foreclosures roots ever more deeply” (p. 5); that the Township “cannot remain the de facto affordable housing policy for Ann Arbor and Pittsfield; that “continuation of this default way of operating will ensure further decline in property values and fiscal stability” (p. 38); and that the Township “must find partners to intervene in the destabilizing cycle of foreclosure, disinvestment, abandonment, flipping and distress.” (p. 38).

(d) During the aforementioned time period, the City of Ann Arbor Housing Commission released a study in 2012 which examined the Housing Choice Voucher Program (Section 8), which report concluded that Ypsilanti Township had 547 housing vouchers; that the 547 vouchers constitute 40% of all voucher participants in Washtenaw County while the Township comprises 15% of the county population; that the percentage of the county population using vouchers in the Township is 2.8 times higher than the County as a whole and 4.4 times higher than the City of Ann Arbor.

Blue Majestic agrees to impose certain restrictions on the rental of homes within Majestic Lakes Estates in order to promote and preserve the owner occupied character of such neighborhood. At the same time, the parties recognize that a home owner may need to lease his or her home due to various circumstances, such as a job transfer, relocation, the loss of a job or for health or other reasons. Thus, based upon the foregoing, Majestic Lakes Estates shall be subject to the following restrictions:

(a) A single family home within Majestic Lakes Estates shall not be purchased for the purpose of leasing the home to other persons. A home within Majestic Lakes Estates shall only be sold to persons who intend to occupy such home as their personal residence.

(b) If a home owner whose home qualifies as the home owner’s principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her home, such home owner will be permitted to lease his or her home to other persons during the period such home owner continues to hold title to the home, If such home owner thereafter conveys or otherwise transfers title to the home, any lease then in effect shall automatically terminate and, subject to subparagraph (c) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.

(c) A home owner who is permitted to lease his or her home pursuant to subparagraph (b) above, may lease the home for a period not to exceed three (3) years, regardless of whether the home owner continues to own the home beyond such three (3) year period. However, upon the request of the home owner to the Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a “one time only” extension which extension may be for any number of months with a maximum of 24 months and shall not, under any circumstances, exceed two (2) additional years to lease the home.

(d) For purposes of the foregoing restrictions, the grant of a mortgage by a home owner shall not constitute a transfer of the home owner’s title to the home. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a home by foreclosure, receivership or deed in lieu of foreclosure, shall also be permitted to lease the home to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee’s foreclosed properties) holds title to the home.

(e) The rental rates for homes permitted to be leased under this Section shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of homes shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(f) Except as provided above in this Section, the leasing of homes within Majestic Lakes Estates shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(g) The leasing of homes shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single family residential properties, including ordinances pertaining to licensing and inspections.

(h) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.

(i) The foregoing restrictions shall be contained in the Master Deed. The Master Deed shall also contain provisions, approved by the Township, giving the Township the authority to enforce the foregoing restrictions and prohibiting the amendment of such restrictions without the prior consent of the Township. In addition, the Master Deed may contain such additional restrictions relating to the leasing of condominium units, as determined by Blue Majestic.

22. **Surety and Escrows for Infrastructure Improvements.** Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within such portion of Majestic Lakes Estates, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot

lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township. With respect to any portion of the remainder of Majestic Lakes Estates for which Blue Majestic has requested and has been approved for building permits, Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within such portion of Majestic Lakes Estates, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township.

Blue Majestic may satisfy the foregoing surety or escrow requirements in all or in part by the posting of such surety or escrows for such improvements with other governmental entities (e.g. the WCRC, the WCWRC, YCUA, etc.) and to the extent any of the foregoing governmental entities hold performance guaranties for any such improvements, Blue Majestic shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. Blue Majestic shall deliver to the Township Treasurer's office copies of all such surety or escrow agreements with other governmental entities. The surety amount required by the Township may be reduced incrementally as improvements within such portions of Majestic Lakes Estates are accepted and approved and the Township agrees that, at Blue Majestic's request, and upon approval from the appropriate inspecting agency, sureties held by the Township will be released to Blue Majestic for completed portions of Majestic Lakes Estates. The Township will use its good faith commercially reasonable efforts to release such funds to Blue Majestic within thirty (30) days from the Township's receipt of a written request for payment from Blue Majestic, and in any event, such funds shall be released by the Township to Blue Majestic within forty-five (45) days from the Township's receipt of a written request for payment from Blue Majestic.

23. **Construction Access.** Blue Majestic shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from its construction site, including placing brine on the roads when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, if applicable, the expense of which shall be borne exclusively by Blue Majestic.

24. **Engineering Plans and Certification.**

(a) With respect to each phase of Majestic Lakes Estates that is developed, Blue Majestic shall furnish a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such phase, per the "as built" plans, have been constructed in accordance with this Agreement, and the approved PD Stage II Final Site Plan and engineering plans for Majestic Lakes Estates.

(b) Following the completion of each development phase of Majestic Lakes Estates, Blue Majestic shall furnish "as built" engineering plans (3 hard copies, digital pdf), reviewed and approved by the Township Engineer, showing all site improvements installed

within such phase per Township specifications. All inspections for water and sewer (sanitary and storm) installations within Majestic Lakes Estates are to be performed by Township and YCUA engineering inspectors, with applicable fees.

(c) Blue Majestic shall furnish a "project engineer's certificate" for each phase of Majestic Lakes Estates being developed by Blue Majestic, indicating that all soil erosion and sedimentation measures for such phase have been complied with, according Chapter 24, Article VI of the Township Municipal Code and part 91 of Act 451 of the Public Acts of 1994.

25. **Underground Utilities.** To the extent not previously installed, Blue Majestic shall cause to be installed underground within Majestic Lakes Estates, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. Blue Majestic shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not previously established.

26. **Removal of Construction Debris.** Blue Majestic shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within Majestic Lakes Estates and within two weeks of completion or abandonment of construction of each development phase. Blue Majestic shall provide temporary containment units for the storage of debris and discarded building material until such time that the materials are scheduled to be removed. No burning of discarded construction material shall be allowed.

27. **Vested Project; Successor Developer.** Majestic Lakes Estates shall be deemed fully "vested." Beginning on the date of this Agreement, subsequent owners of the entire Estates Parcel agree to assume Blue Majestic's rights and obligations with respect to the Estates Parcel under the PD Agreement, the First Amendment, the Amended PD Stage I Preliminary Site Plan; and thereafter, Blue Majestic shall have no further obligations or liability in connection therewith. The Township confirms, as of the date of this Agreement, that there are no violations of the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration or any of any applicable law, including the Township Ordinance, relating to the Estates Parcel.

28. **Blue Majestic agrees:**

(a) To prepare and submit to the Township for approval detailed plans and specifications prepared by a registered professional engineer for construction of on-site improvements, according to "Engineering Design Specifications for On-Site Improvements" adopted by the Township and the Ypsilanti Community Utility Authority ("YCUA") (which plans and specifications have been submitted as identified on Exhibit B attached hereto) with the understanding that no work on said improvements shall be commenced except in compliance with the Township Zoning Ordinance until such plans and specifications have been approved by the Township Planner and Township Engineer and which engineering plans have been so approved June 8, 2017 (subject to satisfaction of the conditions set forth in the Township Engineer letter of approval dated June 8, 2017) and to provide such other information to the

Township Departments as set forth in the Township Engineer letter of approval dated June 8, 2017.

(b) To install required lot grading and soil erosion and sedimentation control improvements and to provide drainage for storm water from the Estates Parcel in accordance with applicable standards so that storm water will not flow from the Estates Parcel on to any adjacent property in such amounts that do not exceed the amounts from the undeveloped condition.

(c) To remove all discarded building material and rubbish from the Estates Parcel at least once every two weeks during construction of improvements and within one month after completion or abandonment of construction. Blue Majestic further agree that no burning shall be allowed on the site unless an exception is granted by the Ypsilanti Township Board of Trustees and the Township Fire Department.

(d) To provide a “plan for signs” and installation of street name signs according to Washtenaw County Road Commission specifications upon or following commencement of construction (but in any event, to be approved and installed prior to issuance of a final certificate of occupancy) and to install such temporary warning signs and temporary road name signs during the construction period as are appropriate to protect the health, safety and welfare of the public, in accordance with applicable requirements.

(e) Notwithstanding anything to the contrary set forth herein, the following understandings have been reached between the Township and the Blue Majestic as a part of Blue Majestic's preliminary site plan approval and are hereby reaffirmed and incorporated in this Agreement:

(i) Blue Majestic's Landscape Architectural Plans shall include appropriate berming and planting in accordance with the approved site plan.

(ii) Blue Majestic shall endeavor to cooperate with the Township Solid Waste Committee on future recycling activities.

(iii) Blue Majestic shall paint fire hydrants “Rustoleum School Bus Yellow” in accordance with Township Fire Departments standards.

The Township Hereby Agrees:

(a) To accept appropriate easements for public water mains and sanitary sewers.

(b) To provide timely and reasonable Township inspections as may be required during construction.

29. **Miscellaneous.**

(a) **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

(b) **Headings; Construction.** The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision. When the context and construction so require, all words used in the singular shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa. Capitalized words or phrases not otherwise defined herein shall be construed to be consistent with those words or phrases as used in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration. Except as specifically identified herein or as related to the Conditions of PD Stage II Final Site Plan Approval for Majestic Lakes Estates contained in paragraph 5 of this Agreement, this Agreement is intended to reflect and reiterate the obligations of the owner of Majestic Lakes Estates and of the Township as referenced in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration and is not intended to materially modify such obligations.

(c) **Partial Validity; Severability.** If any term or provision of this Agreement or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors in interest and assigns, and no third party is intended to, or shall have, any rights hereunder.

(e) **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between Blue Majestic and the Township and their respective attorneys. Accordingly, none of the parties shall be deemed to be the author of this Agreement, and this Agreement shall not be construed against either party.

(f) **Inspections.** In consideration of the above undertakings, the Township shall provide timely and reasonable Township inspections as may be required during construction of Majestic Lakes Estates.

(g) **Recordation of Agreement.** The Blue Majestic shall record this Agreement with the Washtenaw County Register of Deeds and further provide a recorded copy to the Township Clerks Office.

(h) **Effect of Agreement.** Except as modified by this Agreement and the PD Stage II Final Site Plan for Majestic Lakes Estates, the terms and provisions of the PD Agreement and the First Amendment shall continue in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this Agreement and any other agreement or applicable document, including the PD Stage II Final Site Plan for Majestic Lakes Estates, and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of this Agreement and the PD Stage II Final Site Plan for Majestic Lakes Estates shall control and variances shall not be required.

(j) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both Blue Majestic and the Township sign this Amendment.

(k) **Obligations of Successor Developers.** This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by a writing executed by both parties or their successors-in-interest. The obligation of Blue Majestic contained herein shall be binding on successors and assigns in ownership of The Estates Parcel and shall run with the land. Blue Majestic is no longer responsible for obligations under this Agreement: (i) upon assignment of this Agreement, including a partial assignment of this Agreement with respect to a portion of the Estates Parcel; or (ii) upon the sale of the Estates Parcel, or a portion thereof, to a third party, with respect to the portion sold.

**Signatures and acknowledgments by the parties and approval by
counsel for the parties appear on following pages**

Township:

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____

Brenda L. Stumbo

Its: Supervisor

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____

Karen Lovejoy Roe

Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

On this ____ day of _____, 2017, the foregoing instrument was acknowledged before me by Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk, of Charter Township of Ypsilanti, a Michigan Municipal corporation on behalf of the corporation.

_____, Notary Public _____ County, MI
Acting in the County of _____, State of Michigan
My Commission expires: _____

DRAFTED JOINTLY BY BLUE MAJESTIC AND THE TOWNSHP:

WHEN RECORDED RETURN TO:

Wm. Douglas Winters
McLain & Winters
61 N. Huron St.
Ypsilanti, MI 48197

Mark S. Cohn
Seyburn Kahn
2000 Town Center, Ste 1500
Southfield, MI 48075

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION OF A 18.42 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH); THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 211.42 FEET FOR A PLACE OF BEGINNING; THENCE 167.10 FEET ALONG THE ARC OF A 333.00 RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N51°58'13"E 165.36 FEET; THENCE N33°20'13"E 66.02 FEET; THENCE N31°55'16"E 111.39 FEET; THENCE 18.64 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N34°37'54"E 18.63 FEET; THENCE S58°04'44"E 1018.01 FEET; THENCE S54°05'18"E 66.65 FEET; THENCE S39°14'51"E 112.56 FEET; THENCE S29°40'14"E 75.40 FEET; THENCE S21°59'29"E 75.40 FEET; THENCE S15°51'33"E 45.04 FEET; THENCE S00°34'23"W 219.13 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 (AS MONUMENTED); THENCE S01°15'20"E 0.86 FEET ALONG THE WEST LINE OF FRANK H. CLARK SUBDIVISION, AS RECORDED IN LIBER 10 OF PLATS, PAGE 11, WASHTENAW COUNTY RECORDS; THENCE S89°45'51"W 1391.26 FEET ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, ACCORDING TO THE MASTER DEED, AS RECORDED IN LIBER 4627, PAGE 76, WASHTENAW COUNTY RECORDS: N87°42'03"E 39.61 FEET, N81°43'56"E 75.75 FEET, N73°52'38"E 75.75 FEET, N66°01'20"E 75.75 FEET; N58°10'03"E 75.75 FEET, N50°18'45"E 75.75 FEET, N42°27'28"E 75.75 FEET, N34°50'38"E 72.22 FEET, N31°55'16"E 60.00 FEET, N58°04'44"W 140.00 FEET, N31°55'16"E 54.59 FEET, AND N41°40'00"W 485.97 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 18.42 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
MAJESTIC LAKES
 Planned Development Stage II Plans
 Atwell, LLC - Job #14000914

SITE PLANS

Sheet Number	Sheet Title	Last Revised Date
01	Cover	August 10, 2017
02	Aerial Photo	August 10, 2017
03	Existing Conditions	August 10, 2017
04	Overall Layout Plan	August 10, 2017
05	Detailed Layout Plan	August 10, 2017
06	Detailed Layout Plan	August 10, 2017
07	Detailed Layout Plan	August 10, 2017
08	Detailed Layout Plan	August 10, 2017
09	Utility Plan	August 10, 2017
10	Utility Plan	August 10, 2017
11	Utility Plan	August 10, 2017
12	Utility Plan	August 10, 2017
13	Open Space Plan	August 10, 2017
14	Open Space Plan	August 10, 2017

LANDSCAPE PLANS

Sheet Number	Sheet Title	Last Revised Date
L-1	Landscape Plan	August 10, 2017
L-2	Landscape Plan	August 10, 2017
L-3	Forebay Landscape Plans	August 10, 2017
L-4	Landscape Specifications & Details	August 10, 2017

ENGINEERING PLANS

Sheet Number	Sheet Title	Last Revised Date
1-60	-----	July 31, 2017

PD STAGE II DEVELOPMENT AGREEMENT
MAJESTIC LAKES PLANNED DEVELOPMENT
THE PONDS AT MAJESTIC LAKES

This PD Stage II Development Agreement ("**Agreement**") is entered into as the Effective Date provided below by **Blue Majestic LLC**, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 200A, Bingham Farms, Michigan 48025, including its successors and assigns ("**Blue Majestic**"), and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "**Township**").

RECITALS:

A. Blue Majestic and the Township entered into the Lakewood Planned Development Agreement, dated April 8, 2013, and recorded in Liber 5215, Page 442, Washtenaw County Records (the "**PD Agreement**"), with respect to certain real property which is described therein (the "**Planned Development**").

B. The PD Agreement was amended pursuant to the First Amendment to Lakewood Planned Development Agreement, dated September 15, 2015, and recorded in Liber 5220, Page 576, Washtenaw County Records (the "**First Amendment**"). Capitalized terms used, but not defined, in this Agreement shall have the meanings given to such terms in the PD Agreement and First Amendment.

C. In addition to the PD Agreement and First Amendment, the Planned Development is subject to the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions, dated May 18, 2007, and recorded in Liber 4627, Page 74 Washtenaw County Records, as amended ("**Declaration**").

D. Pursuant to the PD Agreement and First Amendment, Blue Majestic submitted to the Township an application for PD Stage I Preliminary Site Plan Approval, together with a copy of an amended PD Stage I Preliminary Site Plan (the "**Amended PD Stage I Preliminary Site Plan**"). The Township Board approved the Amended PD Stage I Preliminary Site Plan.

E. Pursuant to the Amended PD Stage I Preliminary Site Plan and First Amendment, the portion of the Planned Development which is described on **Exhibit A** attached hereto has

been approved for the development of single-family residential site condominium project to be known as The Ponds at Majestic Lakes (the "**Ponds Parcel**").

F. Blue Majestic has submitted a PD Stage II Final Site Plan for the development of the Ponds Parcel (the "**PD Stage II Final Site Plan**"). The Township Planning Commission forwarded to the Township Board its recommendations regarding the PD Stage II Final Site Plan and on _____, the Township Board reviewed and approved the PD Stage II Final Site Plan, subject to the conditions which are set forth in this Agreement.

G. Pursuant to Article XIX, Section 1919(2) of the Township's Zoning Ordinance, Blue Majestic and the Township desire to enter into this Agreement to identify the terms and conditions for the development of the Ponds Parcel, which constitute the basis for the Township Board's approval of the PD Stage II Final Site Plan for The Ponds at Majestic Lakes.

H. The PD Stage II Final Site Plan for The Ponds at Majestic Lakes is consistent with the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, and Article XIX of the Township's Zoning Ordinance pertaining to the use and development of a planned development.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, the parties agree as follows:

1. **Recitals Part of Amendment.** Blue Majestic and the Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Amendment.

2. **Name of Planned Development Project.** The portion of the Majestic Lakes Planned Development which is identified on **Exhibit A**, and which is to be developed pursuant to this Agreement shall be referred to as either "**The Ponds at Majestic Lakes**" or the "**Ponds Parcel**."

3. **Approval of PD Stage II Final Site Plan.** The PD Stage II Final Site Plan for The Ponds at Majestic Lakes consists of those plans identified on **Exhibit B** hereto. The PD Stage II Final Site Plan for The Ponds at Majestic Lakes has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, in accordance with Ordinance No. 74, [99-200] the Zoning Ordinance of Ypsilanti Township, enacted in 1994 [1999], as amended, and specifically Article XIX entitled PD Planned Development Regulations, and in compliance with Act 288, Public Acts of 1967, as amended, the Land Division Act. The parties acknowledge that the PD Stage II Final Site Plan for The Ponds at Majestic Lakes do not modify the obligations of others under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, or any PD Stage II final site plan that has been or will be approved for other phases of the Majestic Lakes Planned Development, relating to land or uses which are not within The Ponds at Majestic Lakes.

4. **Permitted Residential Development.** The Ponds at Majestic Lakes shall be developed, owned and operated as a single family residential project in accordance with the PD Stage II Final Site Plan for The Ponds at Majestic Lakes and this Agreement.

5. **Conditions of PD Stage II Final Site Plan Approval for The Ponds at Majestic Lakes.**

- Applicant shall comply with the photometric plans approved by the Township.
- As the Township has a no phosphorus ordinance, any notation of utilizing phosphorus within the landscape plans shall be deleted.
- The exterior materials shall include the materials shown on the elevations for The Ponds at Majestic Lakes which are approved by the Township and pursuant to and as allowed by Section 1909 of the Zoning Ordinance.
- [*Additional Conditions, if any*]

6. **Phased Development.** The Ponds at Majestic Lakes may be developed in phases in accordance with the PD Stage II Final Site Plan for The Ponds at Majestic Lakes, this Agreement, the PD Agreement and the First Amendment. Each phase shall include the associated infrastructure necessary to serve such phase. Subject to the foregoing, Blue Majestic shall have the right to determine the sequencing of such phases and more than one phase may be developed at the same time.

7. **Plans and Elevations.** As of the date of this Agreement, a builder has not been selected by Blue Majestic for The Ponds at Majestic Lakes. Prior to obtaining building permits for the construction of homes within The Ponds at Majestic Lakes, Blue Majestic or its designated builder shall submit plans and elevations to the Township Board for its approval, which approval shall not be unreasonably withheld if such plans and elevations are consistent with the plans and elevations that have been approved by the Township for other portions of the Planned Development.

8. **Open Space Areas.** The Ponds at Majestic Lakes shall be entitled to the benefits of, and be subject to the obligations under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment and the Declaration, including the right of residents within The Ponds at Majestic Lakes to use the open areas as referenced therein and the obligation of the owners of units within The Ponds at Majestic Lakes to contribute to the costs of operating the Lakewood Association.

9. **Master Deed and Bylaws.** Blue Majestic shall submit to the Township for its review and approval the master deed and bylaws for The Ponds at Majestic Lakes, which approval shall not be unreasonably withheld, conditioned or delayed (“**Master Deed**”). Following the Township’s approval of such Master Deed, Blue Majestic shall record such Master Deed with the Washtenaw County Register of Deeds.

10. **Formation of Condominium Association.** Blue Majestic shall form an association to administer the condominium established pursuant to the Master Deed (“**Association**”). The Association shall be responsible for maintaining the general common element areas of the condominium for the common use and benefit of all residents and owners of units within the condominium. Every owner of a unit in the condominium shall be a member of the Association. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any unit. During the period that Blue Majestic is entitled to appoint the directors of the Association, Blue Majestic shall notify the Township Clerk and Community Watch Specialist of the names and addresses of each Director of the Association within seven (7) days of their appointment by Blue Majestic. The Association shall establish and levy assessments against the units within the condominium for the purpose of performing the Association’s maintenance and repair obligations with respect to any general common elements within the condominium and for other proper purposes of the Association. The Association’s assessment rights and the unit owner’s assessment obligations shall be more fully set forth in the Master Deed.

11. **Storm Water Management.** No part of the storm water detention areas within the Ponds Parcel shall be allowed to remain unkempt. All grass and growth shall be maintained and cut in accordance with Township ordinances. The inlets and outlets shall be kept functioning.

Without abrogating or limiting Blue Majestic’s continuing responsibility to maintain the detention areas during the period of construction, unless the Lakewood Association has such obligation, Blue Majestic shall cause the Association to assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, etc., whether arising under this Agreement or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention facilities within the condominium and the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commission, the Association shall be responsible for the maintenance of such storm drainage and detention facilities and Blue Majestic shall have no further maintenance obligations in connection therewith.

In the event Blue Majestic and/or the Association at any time fail to maintain or preserve the detention areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner’s Office may serve written notice by certified mail upon Blue Majestic and the Association, as applicable, setting forth the deficiencies in Blue Majestic’s or the Association’s maintenance and/or preservation of the detention areas, inlet and outlet areas, etc., in accordance with this Agreement. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas, etc., and perform the required maintenance

and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each unit within the condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the detention areas, the inlet, and outlet areas and the Township's right to enforce this obligation against Blue Majestic and/or the Association and/or the unit owners in the condominium shall be set forth in the Master Deed.

12. **Applicable Yard Setbacks.** The PD Stage II Final Site Plan for The Ponds at Majestic Lakes identifies the width and size of each unit within The Ponds at Majestic Lakes and the approved front yard, rear yard and side yard setbacks for each unit within The Ponds at Majestic Lakes. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the Township. Minor variances to the foregoing setback and yard requirements may be administratively approved by the Township's Office of Community Standards, without the necessity of amending this Agreement.

13. **Development Review.** The PD Stage II Final Site Plan for The Ponds at Majestic Lakes and detailed construction plans for The Ponds at Majestic Lakes, and the dwellings to be built within The Ponds at Majestic Lakes, shall not be subject to any enactments or amendments to the Township Zoning Ordinance, the Township Site Condominium Ordinance, or any other Township ordinances, rules and regulations which affect the development of The Ponds at Majestic Lakes or the architectural standards governing construction in The Ponds at Majestic Lakes that become effective after the date of the approval of the PD Stage II Final Site Plan for The Ponds at Majestic Lakes.

14. **Roads.** The internal roads within The Ponds at Majestic Lakes shall be private. The Township and the Washtenaw County Road Commission shall have no obligation to maintain, repair or replace the roads within The Ponds at Majestic Lakes. Blue Majestic shall provide the Township with an annual maintenance schedule for all interior roads for the anticipated life of the paved surface. All interior roads shall be constructed to the applicable standards of the Washtenaw County Road Commission as outlined within the engineering plans which have been approved by the Township. Blue Majestic shall supply the Township with a reasonable escrow deposit to be determined by the Township Engineer in order to provide inspection services during the placement of pavement. Spot inspections shall be completed by the Township Engineer prior to the placement of any pavement course. The escrow deposit shall be released after the placement of the pavement meets the applicable standards of the Washtenaw County Road Commission as outlined within the engineering plans which have been approved by the Township.

15. **Interior Sidewalks.** Interior sidewalks shall be installed within The Ponds at Majestic Lakes in accordance with Section 2.15 of the PD Agreement.

16. **Public Water and Sewer.** The Ponds at Majestic Lakes shall be developed with public sanitary sewers as approved by the YCUA and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations, and shall be developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and subject to applicable laws and regulations. All standard connection, inspection, costs and fees imposed from and after the date of this Agreement by the Township with respect to the issuance of building permits in The Ponds at Majestic Lakes, including but not limited to engineering inspections, water tap fees and sewer tap fees, shall be paid by Blue Majestic, or its successors or assigns, except for the portion previously paid for such connections, including but not limited to those as shown in the YCUA Estimate of Costs - Application for Services, dated August 1, 2006, and the accompanying receipt, dated August 17, 2006. To the extent not previously done by the Original Developer or Blue Majestic, Blue Majestic shall dedicate all necessary easements to the Township for the maintenance, repair and replacement of the public water and sanitary sewer lines within The Ponds at Majestic Lakes.

17. **Street Lighting.** To the extent not previously done so by the Original Developer, Blue Majestic shall petition the Township for the creation and establishment of a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against all of the units in The Ponds at Majestic Lakes. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized for the portion of The Ponds at Majestic Lakes for which building permits are requested prior to the issuance of certificates of occupancy within such portion of The Ponds at Majestic Lakes. Upon the creation and establishment of the special assessment district for purposes of street lighting, Blue Majestic shall install within each special assessment district for which Blue Majestic has requested and has been approved for the issuance of building permits, street lighting which meets or exceeds the minimum residential street lighting standards of the DTE Energy and such installation shall be completed prior to the issuance of certificates of occupancy in such portion of the Planned Development.

18. **Security Cameras.** Security cameras shall be installed at the two entranceways on Tuttle Hill Road, and the one entranceway to the Planned Development on Textile Road. The security cameras shall meet the specifications established by the Township. Such cameras shall be monitored by the Township's Department of Public Safety. Blue Majestic shall petition the Township to create a special assessment district ("Security Camera SAD") for the purpose of defraying the Township's cost of maintaining and repairing the security cameras. The Security Camera SAD shall be based on the relative number of units within such The Ponds at Majestic Lakes in relation to the total number of units that are contained in the Planned Development. Provided that Blue Majestic has cooperated in the creation and establishment of the Security Camera SAD, the Township shall not withhold or delay issuance of certificates of occupancy for homes within The Ponds at Majestic Lakes.

19. **Street Trees within The Ponds at Majestic Lakes.** Blue Majestic shall install or cause to be installed trees within the street right-of-way line for each portion of The Ponds at Majestic Lakes for which Blue Majestic has requested and has been approved for the issuance of building permits in accordance with the approved Final Landscape Plan with respect to The Ponds at Majestic Lakes and any amendments thereto approved by the Township. Where

necessary or advisable due to site conditions, sight requirements of the WCRC, the location of public or private utilities or similar factors, such street tree installation may deviate from the Final Landscape Plan, provided that the Plan's average separation is maintained throughout The Ponds at Majestic Lakes. To secure such obligation for any portion of The Ponds at Majestic Lakes for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic shall post with the Township security, plus a 10% inspection fee, for such street tree installation in the form an irrevocable bank letter of credit or check to the Township in an amount reasonably determined by the Township necessary to secure the installation of street trees within such portions of The Ponds at Majestic Lakes. Blue Majestic may contractually assign these street tree installation obligations to a third party, including residential builders, provided Blue Majestic remains directly liable for the installation of street trees in the applicable portions of The Ponds at Majestic Lakes. However, Blue Majestic may be relieved of these street tree installation obligations for a particular unit and Blue Majestic's security obligation shall be reduced pro-rata if a third party replaces Blue Majestic's security with its own security. Blue Majestic shall be responsible for replacing any street tree on a particular unit which is determined by the Township's inspector within one (1) year after such street tree's installation to be diseased, dead or dying; provided that, if a third party has posted the security for the installation of the applicable street tree, such third party shall be responsible for the replacement of such tree. Following the expiration of such one (1) year period, the Association or the unit owners shall have the obligation to replace diseased, dead or dying street trees, as provided in the Master Deed and Blue Majestic and/or its assignee shall have no further obligations in connection therewith. The Township shall reduce Blue Majestic's security, on a pro rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Blue Majestic retains with the Township security to cover the reasonable cost of inspection by the Township.

20. **Marketing Procedure.** In addition to the provisions of Section 3.3 of the PD Agreement, Blue Majestic may utilize one construction trailer for The Ponds at Majestic Lakes until such time as construction within The Ponds at Majestic Lakes has been completed.

21. **Rent Restrictions.** The Ypsilanti Township Board of Trustees, as part of its ongoing efforts to achieve the adopted policy goals of Neighborhood Stabilization and to find solutions to the long term housing crisis in relation to occupancy and physical condition of residential structures within the Township and furthermore to promote balance in Washtenaw County's housing market through policy and resource allocations including partnerships and collaborations throughout Washtenaw County with the overarching goal of promoting policies that create resiliency, promote equity and improve opportunity for households of all income levels throughout the County, do hereby make and restate the following "Findings of Fact" in support hereof.

(a) The Charter Township of Ypsilanti implemented a nuisance abatement program with regard to foreclosed property, which program is based upon the fact that Ypsilanti Township has experienced over 3,100 foreclosures between 2007 and 2015. The Township has 33% of foreclosures in Washtenaw County, but constitute 15% of the county's households and population; that as a result of these foreclosures, the average SEV of residential properties decreased 37% from 85,550.00 to 52,526.00; that many foreclosed properties became rental

properties and the increase in rental properties demonstrates a corresponding increase in crimes and calls for police services.

(b) Due to the unprecedented number of residential foreclosures between 2007 and 2015, Ypsilanti Township enacted Ordinance No. 2015-450 regarding vacant property registration and regulation in response to the disproportionate number of foreclosed properties in the Township. The implementation of this nuisance abatement program in conjunction with the vacant property ordinance has resulted in increased demand for legal services and staff resources for the filing of nuisance abatement civil actions in the Washtenaw County Circuit Court.

(c) During this most severe housing crisis not seen since the “Great Depression,” the Washtenaw County Office of Community and Economic Development undertook an analysis of housing market conditions throughout the County, which included support from the United States Department of Housing and Urban Development (“HUD”). This analysis resulted in a comprehensive report entitled “Housing Affordability and Economic Equity - Analysis”, which report was published in January, 2015. The Township Board adopted this report by passage of Resolution 2015-4 on March 3, 2015. This study found *inter alia* that Ypsilanti Township is experiencing “vastly disproportionate numbers of subsidized housing units” in the Township (p. 5); that the Township “is at risk of entering a point of no return in its downward spiral, as the domino effect of foreclosures roots ever more deeply” (p. 5); that the Township “cannot remain the de facto affordable housing policy for Ann Arbor and Pittsfield; that “continuation of this default way of operating will ensure further decline in property values and fiscal stability” (p. 38); and that the Township “must find partners to intervene in the destabilizing cycle of foreclosure, disinvestment, abandonment, flipping and distress.” (p. 38).

(d) During the aforementioned time period, the City of Ann Arbor Housing Commission released a study in 2012 which examined the Housing Choice Voucher Program (Section 8), which report concluded that Ypsilanti Township had 547 housing vouchers; that the 547 vouchers constitute 40% of all voucher participants in Washtenaw County while the Township comprises 15% of the county population; that the percentage of the county population using vouchers in the Township is 2.8 times higher than the County as a whole and 4.4 times higher than the City of Ann Arbor.

Blue Majestic agrees to impose certain restrictions on the rental of homes within The Ponds at Majestic Lakes in order to promote and preserve the owner occupied character of such neighborhood. At the same time, the parties recognize that a home owner may need to lease his or her home due to various circumstances, such as a job transfer, relocation, the loss of a job or for health or other reasons. Thus, based upon the foregoing, The Ponds at Majestic Lakes shall be subject to the following restrictions:

(a) A single family home within The Ponds at Majestic Lakes shall not be purchased for the purpose of leasing the home to other persons. A home within The Ponds at Majestic Lakes shall only be sold to persons who intend to occupy such home as their personal residence.

(b) If a home owner whose home qualifies as the home owner's principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her home, such home owner will be permitted to lease his or her home to other persons during the period such home owner continues to hold title to the home, If such home owner thereafter conveys or otherwise transfers title to the home, any lease then in effect shall automatically terminate and, subject to subparagraph (c) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.

(c) A home owner who is permitted to lease his or her home pursuant to subparagraph (b) above, may lease the home for a period not to exceed three (3) years, regardless of whether the home owner continues to own the home beyond such three (3) year period. However, upon the request of the home owner to the Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a "one time only" extension which extension may be for any number of months with a maximum of 24 months and shall not, under any circumstances, exceed two (2) additional years to lease the home.

(d) For purposes of the foregoing restrictions, the grant of a mortgage by a home owner shall not constitute a transfer of the home owner's title to the home. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a home by foreclosure, receivership or deed in lieu of foreclosure, shall also be permitted to lease the home to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee's foreclosed properties) holds title to the home.

(e) The rental rates for homes permitted to be leased under this Section shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of homes shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(f) Except as provided above in this Section, the leasing of homes within The Ponds at Majestic Lakes shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(g) The leasing of homes shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single family residential properties, including ordinances pertaining to licensing and inspections.

(h) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.

(i) The foregoing restrictions shall be contained in the Master Deed. The Master Deed shall also contain provisions, approved by the Township, giving the Township the authority to enforce the foregoing restrictions and prohibiting the amendment of such restrictions without the prior consent of the Township. In addition, the Master Deed may contain such additional restrictions relating to the leasing of condominium units, as determined by Blue Majestic.

22. **Surety and Escrows for Infrastructure Improvements.** A portion of The Ponds at Majestic Lakes has been partially developed as provided in Section 2.2 of the PD Agreement. Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within such portion of The Ponds at Majestic Lakes, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township. With respect to any portion of the remainder of The Ponds at Majestic Lakes for which Blue Majestic has requested and has been approved for building permits, Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within such portion of The Ponds at Majestic Lakes, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township.

Blue Majestic may satisfy the foregoing surety or escrow requirements in all or in part by the posting of such surety or escrows for such improvements with other governmental entities (e.g. the WCRC, the WCWRC, YCUA, etc.) and to the extent any of the foregoing governmental entities hold performance guaranties for any such improvements, Blue Majestic shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. Blue Majestic shall deliver to the Township Treasurer's office copies of all such surety or escrow agreements with other governmental entities. The surety amount required by the Township may be reduced incrementally as improvements within such portions of The Ponds at Majestic Lakes are accepted and approved and the Township agrees that, at Blue Majestic's request, and upon approval from the appropriate inspecting agency, sureties held by the Township will be released to Blue Majestic for completed portions of The Ponds at Majestic Lakes. The Township will use its good faith commercially reasonable efforts to release such funds to Blue Majestic within thirty (30) days from the Township's receipt of a written request for payment from Blue Majestic, and in any event, such funds shall be released by the Township to Blue Majestic within forty-five (45) days from the Township's receipt of a written request for payment from Blue Majestic.

23. **Construction Access.** Blue Majestic shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from its construction site, including placing brine on the roads when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, if applicable, the expense of which shall be borne exclusively by Blue Majestic.

24. **Engineering Plans and Certification.**

(a) With respect to each phase of The Ponds at Majestic Lakes that is developed, Blue Majestic shall furnish a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such phase, per the "as built" plans, have been constructed in accordance with this Agreement, and the approved PD Stage II Final Site Plan and engineering plans for The Ponds at Majestic Lakes.

(b) Following the completion of each development phase of The Ponds at Majestic Lakes, Blue Majestic shall furnish "as built" engineering plans (3 hard copies, digital pdf), reviewed and approved by the Township Engineer, showing all site improvements installed within such phase per Township specifications. All inspections for water and sewer (sanitary and storm) installations within The Ponds at Majestic Lakes are to be performed by Township and YCUA engineering inspectors, with applicable fees.

(c) Blue Majestic shall furnish a "project engineer's certificate" for each phase of The Ponds at Majestic Lakes being developed by Blue Majestic, indicating that all soil erosion and sedimentation measures for such phase have been complied with, according Chapter 24, Article VI of the Township Municipal Code and part 91 of Act 451 of the Public Acts of 1994.

25. **Underground Utilities.** To the extent not previously installed, Blue Majestic shall cause to be installed underground within The Ponds at Majestic Lakes, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. Blue Majestic shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not previously established.

26. **Removal of Construction Debris.** Blue Majestic shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within The Ponds at Majestic Lakes and within two weeks of completion or abandonment of construction of each development phase. Blue Majestic shall provide temporary containment units for the storage of debris and discarded building material until such time that the materials are scheduled to be removed. No burning of discarded construction material shall be allowed.

27. **Vested Project; Successor Developer.** The Ponds at Majestic Lakes shall be deemed fully "vested." Beginning on the date of this Agreement, subsequent owners of the entire Ponds Parcel agree to assume Blue Majestic's rights and obligations with respect to the Ponds Parcel under the PD Agreement, the First Amendment, the Amended PD Stage I Preliminary Site Plan; and thereafter, Blue Majestic shall have no further obligations or liability in connection therewith. The Township confirms, as of the date of this Agreement, that there are no violations of the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration or any of any applicable law, including the Township Ordinance, relating to the Ponds Parcel.

28. **Blue Majestic agrees:**

(a) To prepare and submit to the Township for approval detailed plans and specifications prepared by a registered professional engineer for construction of on-site improvements, according to “Engineering Design Specifications for On-Site Improvements” adopted by the Township and the Ypsilanti Community Utility Authority (“YCUA”) (which plans and specifications have been submitted as identified on Exhibit B attached hereto) with the understanding that no work on said improvements shall be commenced except in compliance with the Township Zoning Ordinance until such plans and specifications have been approved by the Township Planner and Township Engineer and which engineering plans have been so approved June 8, 2017 (subject to satisfaction of the conditions set forth in the Township Engineer letter of approval dated June 8, 2017) and to provide such other information to the Township Departments as set forth in the Township Engineer letter of approval dated June 8, 2017.

(b) To install required lot grading and soil erosion and sedimentation control improvements and to provide drainage for storm water from the Ponds Parcel in accordance with applicable standards so that storm water will not flow from the Ponds Parcel on to any adjacent property in such amounts that do not exceed the amounts from the undeveloped condition.

(c) To remove all discarded building material and rubbish from the Ponds Parcel at least once every two weeks during construction of improvements and within one month after completion or abandonment of construction. Blue Majestic further agree that no burning shall be allowed on the site unless an exception is granted by the Ypsilanti Township Board of Trustees and the Township Fire Department.

(d) To provide a “plan for signs” and installation of street name signs according to Washtenaw County Road Commission specifications upon or following commencement of construction (but in any event, to be approved and installed prior to issuance of a final certificate of occupancy) and to install such temporary warning signs and temporary road name signs during the construction period as are appropriate to protect the health, safety and welfare of the public, in accordance with applicable requirements.

(e) Notwithstanding anything to the contrary set forth herein, the following understandings have been reached between the Township and the Blue Majestic as a part of Blue Majestic's preliminary site plan approval and are hereby reaffirmed and incorporated in this Agreement:

(i) Blue Majestic's Landscape Architectural Plans shall include appropriate berming and planting in accordance with the approved site plan.

(ii) Blue Majestic shall endeavor to cooperate with the Township Solid Waste Committee on future recycling activities.

(iii) Blue Majestic shall paint fire hydrants “Rustoleum School

Bus Yellow" in accordance with Township Fire Departments standards.

The Township Hereby Agrees:

- (a) To accept appropriate easements for public water mains and sanitary sewers.
- (b) To provide timely and reasonable Township inspections as may be required during construction.

29. **Miscellaneous.**

(a) **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

(b) **Headings; Construction.** The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision. When the context and construction so require, all words used in the singular shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa. Capitalized words or phrases not otherwise defined herein shall be construed to be consistent with those words or phrases as used in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration. Except as specifically identified herein or as related to the Conditions of PD Stage II Final Site Plan Approval for The Ponds at Majestic Lakes contained in paragraph 5 of this Agreement, this Agreement is intended to reflect and reiterate the obligations of the owner of The Ponds at Majestic Lakes and of the Township as referenced in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration and is not intended to materially modify such obligations.

(c) **Partial Validity; Severability.** If any term or provision of this Agreement or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors in interest and assigns, and no third party is intended to, or shall have, any rights hereunder.

(e) **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between Blue Majestic and the Township and their respective attorneys. Accordingly, none of the parties shall be deemed to be the author of this Agreement, and this Agreement shall not be construed against either party.

(f) **Inspections.** In consideration of the above undertakings, the Township shall provide timely and reasonable Township inspections as may be required during construction of The Ponds at Majestic Lakes.

(g) **Recordation of Agreement.** The Blue Majestic shall record this Agreement with the Washtenaw County Register of Deeds and further provide a recorded copy to the Township Clerks Office.

(h) **Effect of Agreement.** Except as modified by this Agreement and the PD Stage II Final Site Plan for The Ponds at Majestic Lakes, the terms and provisions of the PD Agreement and the First Amendment shall continue in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this Agreement and any other agreement or applicable document, including the PD Stage II Final Site Plan for The Ponds at Majestic Lakes, and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of this Agreement and the PD Stage II Final Site Plan for The Ponds at Majestic Lakes shall control and variances shall not be required.

(j) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both Blue Majestic and the Township sign this Amendment.

(k) **Obligations of Successor Developers.** This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by a writing executed by both parties or their successors-in-interest. The obligation of Blue Majestic contained herein shall be binding on successors and assigns in ownership of The Ponds Parcel and shall run with the land. Blue Majestic is no longer responsible for obligations under this Agreement: (i) upon assignment of this Agreement, including a partial assignment of this Agreement with respect to a portion of the Ponds Parcel; or (ii) upon the sale of the Ponds Parcel, or a portion thereof, to a third party, with respect to the portion sold.

**Signatures and acknowledgments by the parties and approval by
counsel for the parties appear on following pages**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the year and date set forth above.

Blue Majestic:

Blue Majestic LLC,
a Michigan limited liability company

By: _____

Print Name:

Its: _____

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 2017, the foregoing instrument was acknowledged before me by _____, _____ of Blue Majestic LLC, a Michigan limited liability company on behalf of the company.

_____, Notary Public _____ County, __
Acting in the County of _____, State of _____
My Commission expires: _____

Township:

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____
Brenda L. Stumbo
Its: Supervisor

Charter Township of Ypsilanti, a Michigan
Municipal corporation

By: _____
Karen Lovejoy Roe
Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

On this ____ day of _____, 2017, the foregoing instrument was acknowledged before me by Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk, of Charter Township of Ypsilanti, a Michigan Municipal corporation on behalf of the corporation.

_____, Notary Public _____ County, MI
Acting in the County of _____, State of Michigan
My Commission expires: _____

DRAFTED JOINTLY BY BLUE MAJESTIC AND THE TOWNSHP:

WHEN RECORDED RETURN TO:

Wm. Douglas Winters
McLain & Winters
61 N. Huron St.
Ypsilanti, MI 48197

Mark S. Cohn
Seyburn Kahn
2000 Town Center, Ste 1500
Southfield, MI 48075

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION OF A 11.27 ACRE PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°55'00"E 302.02 FEET ALONG THE NORTH LINE OF SECTION 26 AND THE CENTERLINE OF TEXTILE ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE CONTINUING S89°55'00"E 808.07 FEET ALONG SAID NORTH LINE AND SAID CENTERLINE; THENCE S01°27'01"W 600.47 FEET; THENCE N89°55'00"W 678.75 FEET; THENCE N00°05'02"E 182.31 FEET; THENCE N89°54'58"W 150.67 FEET; THENCE 60.52 FEET ALONG THE ARC OF A 367.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CHORD BEARING S85°16'14"W 60.45 FEET; THENCE 41.16 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CHORD BEARING S56°57'42"W 40.01 FEET; THENCE 273.82 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, WITH A CHORD BEARING N15°52'57"W 90.92 FEET; THENCE N00°05'02"E 155.52 FEET; THENCE S89°54'58"E 154.43 FEET; THENCE N00°05'02"E 202.00 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°55'00"E 1110.09 FEET ALONG THE NORTH LINE OF SAID SECTION 26 AND THE CENTERLINE OF TEXTILE ROAD (VARIABLE WIDTH); THENCE S01°27'01"W 33.01 FEET; THENCE N89°55'00"W 120.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID TEXTILE ROAD FOR A PLACE OF BEGINNING. THENCE S00°55'59"E 175.00 FEET; THENCE N89°55'00"W 70.00 FEET; THENCE N00°55'59"W 175.00 FEET; THENCE S89°55'00"E 70.00 FEET ALONG THE SAID SOUTH LINE OF TEXTILE ROAD TO THE PLACE OF BEGINNING.

EXHIBIT B
MAJESTIC LAKES
 Planned Development Stage II Plans
 Atwell, LLC - Job #14000914

SITE PLANS

Sheet Number	Sheet Title	Last Revised Date
01	Cover	August 10, 2017
02	Aerial Photo	August 10, 2017
03	Existing Conditions	August 10, 2017
04	Overall Layout Plan	August 10, 2017
05	Detailed Layout Plan	August 10, 2017
06	Detailed Layout Plan	August 10, 2017
07	Detailed Layout Plan	August 10, 2017
08	Detailed Layout Plan	August 10, 2017
09	Utility Plan	August 10, 2017
10	Utility Plan	August 10, 2017
11	Utility Plan	August 10, 2017
12	Utility Plan	August 10, 2017
13	Open Space Plan	August 10, 2017
14	Open Space Plan	August 10, 2017

LANDSCAPE PLANS

Sheet Number	Sheet Title	Last Revised Date
L-1	Landscape Plan	August 10, 2017
L-2	Landscape Plan	August 10, 2017
L-3	Forebay Landscape Plans	August 10, 2017
L-4	Landscape Specifications & Details	August 10, 2017

ENGINEERING PLANS

Sheet Number	Sheet Title	Last Revised Date
1-60	-----	July 31, 2017

Closed Session Minutes

- A. The November 21, 2017 Closed Session Minutes will be distributed to Board Members prior to the meeting.

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

DECEMBER 5, 2017 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	600,697.19
HAND CHECKS -	\$	27,324.72
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	628,021.91

Check Date	Check	Vendor Name	Amount
Bank AP AP			
11/17/2017	177129	DTE ENERGY	14,640.30
11/21/2017	177130	COMCAST CABLE	94.85
11/21/2017	177131	COMCAST CABLE	114.35
11/21/2017	177132	COMCAST CABLE	144.85
11/21/2017	177133	COMCAST CABLE	121.60
11/21/2017	177134	COMCAST CABLE	234.85
11/21/2017	177135	COMCAST CABLE	114.35
11/21/2017	177136	COMCAST CABLE	105.77
11/21/2017	177137	PNC EQUIPMENT FINANCE, LLC	4,926.47
11/21/2017	177138	VERIZON WIRELESS	879.99
11/21/2017	177139	WEX BANK	1,470.37
11/21/2017	177140	WINDSTREAM	427.19
11/21/2017	177141	YPSILANTI COMMUNITY	3,132.18
11/22/2017	177142	MICHAEL SARANEN	85.86
11/22/2017	177143	EMALINE HICKS	30.00
11/27/2017	177144	HOME DEPOT	801.74
AP TOTALS:			
Total of 16 Checks:			27,324.72
Less 0 Void Checks:			0.00
Total of 16 Disbursements:			27,324.72

HAND CHECKS

Check Date	Check	Vendor Name	Amount
Bank AP AP			
12/05/2017	177145	A & R TOTAL CONSTRUCTION, INC.	1,316.00
12/05/2017	177146	ACCUSHRED LLC	65.00
12/05/2017	177147	ALLGRAPHICS CORPORATION	104.00
12/05/2017	177148	ALPINE POWER SYSTEMS	49.00
12/05/2017	177149	AMAZON CAPITAL SERVICES	1,133.89
12/05/2017	177150	ANN ARBOR AUDIO	886.00
12/05/2017	177151	ANN ARBOR CLEANING SUPPLY	922.39
12/05/2017	177152	ANN ARBOR WELDING SUPPLY CO	317.45
12/05/2017	177153	ANNETTE GONTARSKI	8.13
12/05/2017	177154	AUTO VALUE YPSILANTI	453.54
12/05/2017	177155	AUTOMATED CONFIRMATIONS, LLC	32.75
12/05/2017	177156	BARR ENGINEERING COMPANY	1,695.00
12/05/2017	177157	BIO-CARE, INC.	210.00
12/05/2017	177158	CANZANO CONTRACTING CORPORTATION	24,646.00
12/05/2017	177159	CFS PRODUCTS, INC	262.50
12/05/2017	177160	CHARTER TOWNSHIP OF SUPERIOR	101.06
12/05/2017	177161	CHELSEA BRODFUEHRER	1,430.55
12/05/2017	177162	COSTUME GALLERY	4,846.70
12/05/2017	177163	COURT INNOVATIONS INC	135.00
12/05/2017	177164	DAVID WEBB	14.40
12/05/2017	177165	DAWN FARM	13,485.52
12/05/2017	177166	DELUX TENTS AND EVENTS, LLC	205.00
12/05/2017	177167	ELIZABETH MEIXNER	100.00
12/05/2017	177168	FEDERAL EXPRESS CORPORATION	198.62
12/05/2017	177169	GOODYEAR TIRE & RUBBER COMPANY	4,520.59
12/05/2017	177170	GORDON FOOD SERVICE INC.	23.34
12/05/2017	177171	GRAINGER	47.18
12/05/2017	177172	GRIFFIN PEST SOLUTIONS	93.00
12/05/2017	177173	HEIKKINEN PRODUCTIONS	60.00
12/05/2017	177174	HENDERSON GLASS	297.00
12/05/2017	177175	HOME DEPOT	348.95
12/05/2017	177176	JANELLE OSBORNE	100.00
12/05/2017	177177	JUMP-A-RAMA	1,938.30
12/05/2017	177178	KAREN LOVEJOY ROE	217.53
12/05/2017	177179	KCI	331.50
12/05/2017	177180	LANGUAGE LINE SERVICES	234.62
12/05/2017	177181	LARDNER ELEVATOR COMPANY	210.00
12/05/2017	177182	LEAH DIEBEL	459.00
12/05/2017	177183	LIGHTING SUPPLY COMPANY	82.29
12/05/2017	177184	LINDA LUTZE	31.50
12/05/2017	177185	LISA GODO	189.00
12/05/2017	177186	LISA STANFIELD	71.37
12/05/2017	177187	LUBRICATION ENGINEERS	325.00
12/05/2017	177188	MARK HAMILTON	1,500.00
12/05/2017	177189	MCCALLA'S FEED SERVICE, INC.	399.00
12/05/2017	177190	MCMASTER-CARR	32.85
12/05/2017	177191	MICHAEL GATTI	288.00
12/05/2017	177192	MICHIGAN ABILITY PARTNERS	804.00
12/05/2017	177193	MICHIGAN LINEN SERVICE, INC.	1,097.82
12/05/2017	177194	MICHIGAN RECREATION & PARK	400.00
12/05/2017	177195	MICHIGAN STATE FIREMEN'S ASSOC	75.00
12/05/2017	177196	NAPA AUTO PARTS	629.56
12/05/2017	177197	OFFICE EXPRESS	2,678.71
12/05/2017	177198	OKINAWAN KARATE CLUB	1,399.30
12/05/2017	177199	ORCHARD, HILTZ & MCCLIMENT INC	477.00
12/05/2017	177200	POLO FIELDS EAST LLC	1,100.00
12/05/2017	177201	PREMIER SAFETY & SERVICE	2,203.31
12/05/2017	177202	PUBLIC FINANCIAL MANAGEMENT, INC	1,100.00
12/05/2017	177203	RENT A WRECK	238.00
12/05/2017	177204	RESIDEX, LLC	1,136.00
12/05/2017	177205	RUBBER STAMPS UNLIMITED INC	47.90
12/05/2017	177206	SAFEGUARD BUSINESS SYSTEMS	378.19
12/05/2017	177207	SCHOOLCRAFT COLLEGE	425.00
12/05/2017	177208	SERVER SUPPLY INC	2,120.00
12/05/2017	177209	SHANE FITNESS	73.50
12/05/2017	177210	SHERWIN WILLIAMS COMPANY	167.90
12/05/2017	177211	SILVER LINING TIRE RECYCLING	306.00
12/05/2017	177212	STANDARD PRINTING	290.00
12/05/2017	177213	STANTEC	1,973.43
12/05/2017	177214	START SMART SPORTS DEVELOPMENT	381.23
12/05/2017	177215	STARWINDS SOFTWARE INC	5,850.00
12/05/2017	177216	STATE OF MICHIGAN##	575.00
12/05/2017	177217	TARGET INFORMATION	129.64
12/05/2017	177218	THERESE FOOTE	286.30
12/05/2017	177219	TINA HOTCHKISS	1,999.20
12/05/2017	177220	TODD BARBER	1,700.00
12/05/2017	177221	TRAVIS ERBY	161.00
12/05/2017	177222	TWIRLING UNLIMITED	88.00

AP Checks

11/29/2017 04:18 PM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2
CHECK NUMBERS 177145 - 177238

Check Date	Check	Vendor Name	Amount
12/05/2017	177223	UNIMEASURE	205.74
12/05/2017	177224	UNIVERSITY TRANSLATORS	594.23
12/05/2017	177225	VALERIE BASS	135.00
12/05/2017	177226	VAN BUREN STEEL & FABRICATING	342.00
12/05/2017	177227	VICTORY LANE	36.97
12/05/2017	177228	W.J. O'NEIL COMPANY	1,935.06
12/05/2017	177229	WASHTENAW COUNTY TREASURER#	383,368.25
12/05/2017	177230	WASHTENAW COUNTY TREASURER#	25,449.00
12/05/2017	177231	WASHTENAW COUNTY TREASURER#	2,188.38
12/05/2017	177232	WASHTENAW URGENT CARE	65.00
12/05/2017	177233	WEST SHORE SERVICES, INC.	4,800.00
12/05/2017	177234	WESTLAND FIRE EXTINGUISHER INC	448.00
12/05/2017	177235	WINDIS BRANSON	150.00
12/05/2017	177236	YPSILANTI COMMUNITY	82,824.32
12/05/2017	177237	YPSILANTI COMMUNITY	2,851.73
12/05/2017	177238	YSHELU JOHNSON	594.00

AP TOTALS:

Total of 94 Checks:	600,697.19
Less 0 Void Checks:	0.00
Total of 94 Disbursements:	600,697.19

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

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



**Green Oaks
Golf Course**

1775 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 485-0881
Fax: (734) 485-1992

ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Director of Golf, Kirk Sherwood II, PGA

Date: November 27, 2017

Subject: 2017 Golf Course Rate Adjustments for 2018 Golf Season

After much consideration and reviewing rates of local golf courses, I propose that the following changes be implemented at Green Oaks Golf Course for the 2018 Golf season.

1. Attached you will find a copy of the 2017 Season Pass information as well as the new 2018 Season Pass information. Changes to this information for the 2018 season are outlined and clearly stipulate rules regarding outings, leagues, and membership dates of restriction for each different Season Pass holder. The following changes are recommended for 5 day Season Pass holders: A new 5 day season pass for Senior Residents (60 years and older) will be put in place at a \$25 increase to \$525 and the non-senior rate will increase \$75 to \$575.

The following changes are recommended for 7 day Season Pass rates: Residents wishing to add a spouse/dependent child are recommended to increase \$50 from \$225 to \$275, and the non-resident spouse/child rate would increase \$20 from \$355 to \$375. There should be a price difference when comparing a five-day membership to a seven-day membership due to more availability to use the Season Pass. Due to these increases it is also recommended that the Season Pass end date be moved from November 1st to November 15th. The date of November 15th will be a close date for the golf course and will allow maintenance to finish any projects that need to be done. All other rates are appropriate at this time and do not need to be adjusted.

2. Based on a comparison from local courses it is recommended that the majority of our rates stay the same as the 2017 season for the golf course. It is recommended that the twilight times be adjusted on the weekend to accommodate more play. The current rate is \$25 and it is recommended to change it to \$22 and start at 3:30p.m due to a lack of afternoon play. The weekday twilight rate will be for 9 holes and start at 6:00 p.m. It is also recommended that the league fee be increased \$1 from \$16 to \$17.

3. The cart storage fee should be adjusted from \$250 to \$300 for members that currently store carts at the course. The cart storage fee is a grandfathered-in situation and will not be offered to future members. There are currently a total of 8 carts that continue to use this option. This adjustment is recommended as most courses charge \$400-500 for an annual cart pass. Carts stored at the course must also have proof of insurance submitted to the golf course for liability reasons, as well as a Cart Storage contract signed regarding the rules and regulations. The Cart Storage contract is attached to this letter.

4. A new military rate discount is proposed for the 2018 golf season. The discount would be for \$5 off of the regular 18 hole rate only. This discount would not apply to the current Senior rate or to 9 hole rates or be valid for leagues or outings. The rate would be valid for active as well as non-active/retired military with appropriate proof of Identification.

Thank you for your time in consideration of these matters. If you have any questions in regard to these topics please feel free to contact me by email ksherwood@ytown.org or by phone at 734-890-6287 prior to the board meeting.

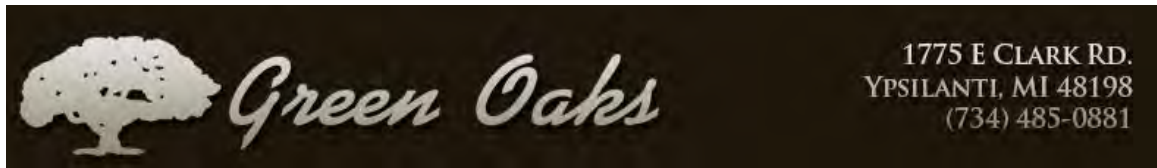
<u>Seasonal Rate (Before May 1st , After Sept 30)</u>	<u>2017 Rates</u>		<u>2018 Rates</u>	
	<u>9 Holes</u>	<u>18 Holes</u>	<u>9 Holes</u>	<u>18 Holes</u>
Weekday	\$13.00	\$15.00	\$13.00	\$15.00
Weekday (Senior/Student)	\$10.00	\$13.00	\$10.00	\$13.00
Weekend	\$14.00	\$16.00	\$14.00	\$16.00
Cart Fees	\$5.00	\$10.00	\$5.00	\$10.00
<u>In Season Rate (May 1st through Sept 30th)</u>	<u>9 Holes</u>	<u>18 Holes</u>	<u>9 Holes</u>	<u>18 Holes</u>
Weekday	\$15.00	\$20.00	\$15.00	\$20.00
Weekday (Senior/Student)	\$10.00	\$14.00	\$10.00	\$14.00
Weekday Twilight 6:30 p.m. -CL	\$17.00 w/cart		Twilight 6:00 p.m.-CL	\$17 w/cart
Weekend	\$18.00	\$24.00	\$18.00	\$24.00
Weekend 1 p.m. - 5 p.m.	\$17.00	\$19.00	Weekend 1pm-3:30pm	\$17.00
Weekend Twilight 5:00 p.m. -CL		\$25.00 w/cart	Weekend Twilight 3:30PM	\$22.00 w/cart
Replay Rate	\$10.00	\$20.00	\$10.00	\$20.00
Cart Fees	\$5.00	\$10.00	\$5.00	\$10.00
League Fees	\$16.00 per Player Including Cart (11.00 Walking)		\$17.00 Per Player Including Cart (12.00 Walking)	
*Ypsilanti Residents Deduct \$2 with ID on In-Season Rates			*Ypsilanti Residents Deduct \$2 with ID on In-Season Rates	

*Military Discount \$5 off of regular 18 hole riding rate with valid ID

2017 Seasonal Pass Pricing

2018 Seasonal Pass Pricing

	<u>Resident</u>	<u>Non Resident</u>		<u>Resident</u>	<u>Non Resident</u>
7 Day Season Pass	\$800	\$1,000	7 Day Season Pass	\$800	\$1,000
Add Spouse/Child	\$225	\$355	Add Spouse/Child	\$275	\$375
5 Day Season Pass	\$500	\$690	5 Day Season Pass (Senior)	\$525	\$690
			Non-Senior	\$575	
Add Spouse/Child	\$225	\$355	Add Spouse/Child	\$225	\$355
Season Cart Pass	\$500	\$600	Season Cart Pass	\$500	\$600
Cart Storage Fee-					
Grandfathered-In Only	\$250		Cart Storage Fee- Grandfathered-In Only	\$300	



1775 E CLARK RD.
 YPSILANTI, MI 48198
 (734) 485-0881

Green Oaks Golf Course
 2017 Season Pass Programs

<u>Resident</u>	<u>5 Day (Weekday only)</u>	<u>7 Day</u>
<i>Single Golfer</i>	\$500.00	\$800.00
<i>Add Spouse/Dependent</i>	\$225.00	\$225.00
 <u>Non-Resident</u>		
<i>Single Golfer</i>	\$690.00	\$1,000.00
<i>Add Spouse/Dependent</i>	\$355.00	\$355.00
 <u>Season Cart Pass</u>	<u>Resident</u>	<u>Non-Resident</u>
	\$500	\$600

Please Note:

- Fees can be paid in two payments: 50% at the time of sign-up and 50% due by June 30th, 2017. If 100% are not paid by June 30th, 2017 the Season Pass will be dropped.
- Season passes are valid for green fees only. Season Pass holders who do not walk are required to pay a \$5 cart fee per person per 9 holes of play.
- 7 Day Season Passes exclude booking tee times on weekends and holidays prior to 11:00 a.m. Season Pass holders are allowed to play prior to 11:00 a.m. with the expectation that they book their tee time after 1:00 p.m. the day before the date of play.
- All Season Pass holders will receive a 10% discount on select merchandise purchased in the pro shop. Discount does not include golf balls. Not to be combined with any other offer.
- Season Passes are not valid toward outing green fees or cart fees.

**2017
Green Oaks Golf Course
Season Pass Application**

Name: _____

Add Spouse/Child: **5 Day** (Res/Non Res) \$225/\$355 **7 Day** (Res/Non Res) \$225/\$355

Spouse Name if Applicable: _____

Address: _____

City: _____

Zip: _____

Phone: _____ Email: _____

Season Pass Type (Please Circle) 5 Day 7 Day

Total Cost of Season Pass: \$ _____

Total Amount Paid: \$ _____ Balance Due: \$ _____

- I agree to abide by all rules and regulations of Green Oaks Golf Course, now in effect and to future changes and additions that may be made.
- I agree to pay regular greens fees and cart fees if playing during an out of season restricted time after November 1st.
- I will make tee times in advance and check in with Pro Shop before playing.
- I also understand that Green Oaks Golf Course does host events on occasion, or may have maintenance issues that require them to close the course to regular play.
- I understand that Green Oaks G.C. Season Passes are valid from opening day April 1st, 2017 thru November 1st, 2017.
- I agree to abide by the "No more than 4 golfers and two golf carts" policy, and understand that failure to comply may result in the suspension or revoking of my membership without refund.
- No Refunds of any type will be given throughout the season following the purchase of a Green Oaks membership.

By filling out and signing this application, you agree to comply with all rules and regulations of Green Oaks Golf Course.

Signature: _____

Date: _____



1775 E CLARK RD.
YPSILANTI, MI 48198
(734) 485-0881

Green Oaks Golf Course
2018 Season Pass Programs

<u>Resident</u>	<u>5 Day (Weekday only)</u>	<u>7 Day</u>
Single Golfer (Senior 60+)	\$525.00	
Single Golfer (Non-Senior)	\$575.00	\$800.00
Add Spouse/Dependent	\$225.00	\$275.00
 <u>Non-Resident</u>		
Single Golfer	\$690.00	\$1,000.00
Add Spouse/Dependent	\$355.00	\$375.00
 <u>Season Cart Pass</u>	 <u>Resident</u>	 <u>Non-Resident</u>
	\$500	\$600

Please Note:

- Fees can be paid in two payments: 50% at the time of sign-up and 50% due by June 30th, 2018. If 100% are not paid by June 30th, 2018 the Season Pass will be dropped.
- Season Passes are valid for green fees only. Season Pass holders who do not walk are required to pay a \$5 cart fee per person per 9 holes of play.
- 5 Day Season Passes are valid Monday-Friday only and do not include weekends or holidays.
- Season Pass holders will receive a 10% discount on select merchandise purchased in the pro shop excluding hard goods (Golf Balls and Clubs). Not to be combined with any other offer.
- Season Passes are not valid toward outing green fees or cart fees.
- 5 Day Season Pass holders may play for discounted riding only rates of \$15 w/cart for 9 holes, \$20 w/cart for 18 holes per person after 12PM on weekends or holidays.
- Any season pass holder that pays in full (No half payments) prior to April 1st may play on the season pass before April 1st if the golf course should open.

**2018
Green Oaks Golf Course
Season Pass Application**

Name: _____

Add Spouse/Child: **5 Day** (Res/Non Res) \$225/\$355 **7 Day** (Res/Non Res) \$275/\$375

Spouse Name if Applicable: _____

Address: _____

City: _____

Zip: _____

Phone: _____ Email: _____

Season Pass Type (Please Circle) 5 Day 7 Day

Total Cost of Season Pass: \$ _____

Total Amount Paid: \$ _____ Balance Due: \$ _____

- I agree to abide by all rules and regulations of Green Oaks Golf Course, now in effect and to future changes and additions that may be made.
- I agree to pay greens fees and cart fees if playing during out of season restricted times to include before **April 1st or after November 15th**.
- I will make tee times in advance and check in with Pro Shop before playing.
- I also understand that Green Oaks Golf Course does host events on occasion, or may have maintenance that require them to close the course to regular play.
- **I understand that Green Oaks G.C. Season Passes are valid from April 1st, 2018 thru November 15th, 2018. Season Pass holders may play after November 15th should the golf course open weather dependent at a rate of \$10 for 9 holes with cart or \$15 for 18 holes with cart. Walking rates will be \$5 for 9 holes or \$10 for 18 holes.**
- I agree to abide by the "No more than 4 golfers and two golf carts" policy, and understand that failure to comply may result in the suspension or revoking of my Season Pass without refund.
- No Refunds of any type will be given throughout the season following the purchase of a Green Oaks Season Pass.

By filling out and signing this application, you agree to comply with all rules and regulations of Green Oaks Golf Course.

Signature: _____

Date: _____



2017 League Contract

League Name: _____

League Representative: _____

Address: _____

Phone: _____ Email: _____

Number of Players: _____ Day: _____ Start Time: _____

Starting Date of League: _____

Price per Player (Including green fees and cart per player). \$ _____ per week

League Rules and Regulations:

- Pairings will be comprised of no more than 4 golfers per group and every player must have clubs. Power carts are required. A cart fee of \$5 per player is due at check in each week per 9 holes for cart fees. No more than 2 golf carts allowed per group.
- Fees can be paid in two installments. 50% is due before the first week of play. The 2nd installment is due no later than June 30th, 2017. In the event the second payment is not paid in full, the player will be subject to regular green fees and cart charges.
- Rain Policy: No cash refunds will be given. Make-up rain dates will be decided based on course's availability.
- The league representative will be responsible for the conduct of its participants and any damage to Ypsilanti Township property including but not limited to golf carts, golf pro shop, and Green Oaks Golf Course.
- It is the responsibility of the league representative to collect all fees from its players.

Thank you for choosing Green Oaks Golf Course for your 2017 Golf League Site.

I have read the terms and conditions of this contract and agree to abide by them.

Signature of League Representative

Date

Kirk Sherwood II, PGA
Director of Golf Operations

Date



2018 League Contract

League Name: _____

League Representative: _____

Address: _____

Phone: _____ Email: _____

Number of Players: _____ Day: _____ Start Time: _____

Starting Date of League: _____

Price per Player (Including green fees and cart per player). \$ _____ per week

League Rules and Regulations:

- Pairings will be comprised of no more than 4 golfers per group and every player must have clubs. Power carts are required. A cart fee of \$5 per player is due at check in each week per 9 holes for cart fees. No more than 2 golf carts allowed per group.
- Fees can be paid in two installments. 50% is due before the first week of play. The 2nd installment is due no later than June 30th, 2018. In the event the second payment is not paid in full, the player will be subject to regular green fees and cart charges.
- Rain Policy: No cash refunds will be given. Make-up rain dates will be decided based on course's availability.
- The league representative will be responsible for the conduct of its participants and any damage to Ypsilanti Township property including but not limited to golf carts, golf pro shop, and Green Oaks Golf Course.
- It is the responsibility of the league representative to collect all fees from its players.
- If a player is unable to play during a scheduled week, the player is expected to have a sub play or make the round up. No refunds or discounts will be given for unused rounds.

Thank you for choosing Green Oaks Golf Course for your 2018 Golf League site.

I have read the terms and conditions of this contract and agree to abide by them.

Signature of League Representative

Date

Kirk Sherwood II, PGA
Director of Golf Operations

Date



2018 Cart Storage Contract

Season Pass Holder Name: _____

Spouse Name: _____

Address: _____

Phone: _____ Email: _____

Liability Insurance Provided: Yes No

Rules and Regulations:

- It is understood that the use of personal golf carts is a grand-fathered clause and removal of golf cart from premise will result in loss of privilege.
- Only the individuals listed on this contract are allowed to use this personal cart. All other riders on the cart will owe appropriate golf cart fees to Green Oaks.
- The fueling and maintenance of the golf cart is the sole responsibility of the individual(s) listed on this contract.
- As part of this agreement individuals listed on contract must provide proof of liability insurance to Green Oaks before using the golf cart on the course.
- This contract is non-transferable and no refunds will be given following purchase for the season and the signing of this contract.

I have read the terms and conditions of this contract and agree to abide by them.

Signature of Season Pass Holder

Date

**Kirk Sherwood II, PGA
Director of Golf Operations**

Date

NEW BUSINESS

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #17**

December 5, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$1,579.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 72 hours to be paid at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,579.00
		Net Revenues	<u><u>\$1,579.00</u></u>
Expenditures:	HR Salaries pay out -PTO	101-227-000-708.004	\$1,467.00
	FICA	101-227-000-715.000	\$112.00
		Net Expenditures	<u><u>\$1,579.00</u></u>

Request to increase budget and create a new line to allow for a transfer into the General Fund from the State Grant Fund. The State Grant Fund has not been used since 2008. The funds that are remaining belong to the General Fund. I am requesting to close the State Grant Fund in the amount of \$18,517.15 plus any interest earned (anticipating \$13.85 for November) and transfer to the General Fund. This will increase the revenue and decrease the amount appropriated to prior year fund balance.

Revenues:	Transfer In: State Grant Funds	101-000-000-697.010	\$18,531.00
	Prior Year Fund Balance	101-000-000-699.000	<u><u>(\$18,531.00)</u></u>
		Net Revenues	<u><u>\$0.00</u></u>

280 STATE GRANT FUND

Total Increase \$18,531.00

Request to increase budget and create a new line to allow for a transfer from the State Grant Fund into the General Fund. The State Grant Fund has not been used since 2008. The funds that are remaining belong to the General Fund. I am requesting to close the State Grant Fund in the amount of \$18,517.15 plus any interest earned (anticipating \$13.85 for November) and transfer to the General Fund. This will be funded from an appropriated to prior year fund balance.

Revenues:	Prior Year Fund Balance	280-000-000-699.000	\$18,531.00
		Net Revenues	<u><u>\$18,531.00</u></u>
Expenditures:	Transfer Out to: General Fund	280-970-000-969.101	\$18,531.00
		Net Expenditures	<u><u>\$18,531.00</u></u>

Motion to Amend the 2017 Budget (#17):

Move to increase the General Fund budget by \$1,579 to \$11,174,306 and approve the department line item changes as outlined.

Move to increase the State Grant Fund by \$18,531 to \$18,531 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI

Resolution No.2017-11

Adoption of Housing Affordability and Economic Equity - Analysis for Washtenaw County

WHEREAS the Washtenaw County Office of Community and Economic Development undertook an analysis of housing market conditions throughout the community, with support from the City of Ann Arbor, the U.S. Department of Housing and Urban Development and the Ann Arbor Downtown Development Authority; and

WHEREAS the report from that analysis provides information from stakeholder interviews, surveys, and data analysis describing a widening imbalance in the housing markets of Washtenaw County, and particularly the urbanized area; and

WHEREAS the report provides findings as well as targets and implementation strategies that can be considered to improve the balance of markets and the access of lower income households throughout the community; and

WHEREAS the Ypsilanti Township Board of Trustees is committed to promoting those policies that create resiliency, promote equity and improve opportunity for households of all income levels throughout the County.

NOW THEREFORE BE IT RESOLVED that Ypsilanti Township hereby adopts the Housing Affordability and Equity - Analysis for Washtenaw County; and

BE IT FURTHER RESOLVED that the Board of Trustees commits to advancing the goals of this analysis to promote balance in the County's housing market through policy and resource allocations, partnerships and collaborations throughout the County and through a goal of providing services to all County residents, inclusive of the most vulnerable; and

BE IT FURTHER RESOLVED that the Board of Trustees reaffirms the adoption and implementation of the 2015 Housing Affordability and Economic Equity- Analysis for Washtenaw County.

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



**Human Resource
Department**

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

To: Charter Township of Ypsilanti Board of Trustees

From: Karen Wallin, HR Department

Date: November 27, 2017

RE: Request approval to extend the AFSCME bargaining unit contracts (Township and 14-B) and the TEAMSTERS bargaining unit contract if needed, for a period of 90 days through 3/31/2018

The following request is being sent to the Board of Trustees seeking approval to allow the three full-time officials and Human Resource Department to sign a "Letter of Agreement" with the AFSCME Bargaining Units (Township and 14-B) extending their current contracts due to expire on December 31, 2017 for an additional 90 days through March 31, 2018.

Township management is scheduled to meet with the TEAMSTER bargaining unit on Thursday, December 7, 2017 to begin negotiations. However in the event we are unable to TA a new contract by December 31, 2017, we would also request approval for their contract to be extended as well.

Both the AFSCME and TEAMSTER leadership are agreeable to these extensions.

I appreciate your consideration in this matter.

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



**Human Resource
Department**

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

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin, HR Department

DATE: November 29, 2017

RE: Request authorization to post and fill the Community Engagement Coordinator position within the TEAMSTER Bargaining Union with proposed salary schedule.

During the last number of years, the Township Supervisor and Deputy Supervisor have been performing the duties of the “Community Support Coordinator” following the retirement of the prior coordinator in June of 2009. During the 2018 budget presentation funding for a full-time “Community Engagement Coordinator” formally “Community Support Coordinator” was included as Township Supervisor Stumbo and Deputy Supervisor Keen will no longer be fulfilling the duties as of January 1, 2018.

This position is critical to the Township and provides a constant contact for all residences and businesses within the community. A starting salary of \$20.00/hour (\$41,600/annually) is being recommended and benefits would be offered per the TEAMSTER bargaining unit contract.

At this time, I would like to request authorization from the Township Board to move forward with posting and filling the “Community Engagement Coordinator” position. Your consideration in this matter is appreciated. Should you have any additional questions, please feel free to contact me.

Charter Township of Ypsilanti

COMMUNITY ENGAGEMENT COORDINATOR

Summary

Performs work related to the promotion and implementation of a variety of community engagement programs and activities. Attends scheduled neighborhood watch meetings, prepares notes about meetings attended, and follows up on complaints, concerns and proactive ideas from residents and businesses. Networks with community leaders and groups to exchange information and maintain a safe community for all.

Supervision Received

The person in this position is supervised by the Township Supervisor or designee. Routine duties performed with independence according to established procedures and practices.

Responsibilities and Duties

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties the employee may be expected to perform.)

1. Administer and expand the community engagement program and serve as an articulate and positive spokesperson for Ypsilanti Township.
2. Prepare and make verbal and/or written presentations for a variety of community organizations as requested.
3. Attend neighborhood, business and apartment engagement meetings. Respond to inquiries in a knowledgeable manner and be attentive to resolving issues of special concern.
4. Establish a regular pattern of personal communication and visitation with community engagement groups, government administrators and the sheriff's office.
5. Establish and maintain a guest speaker resource file. Coordinate the scheduling of guest speakers for monthly community engagement meetings.
6. Maintain an inventory of community engagement materials, equipment and pamphlets. Process orders to replenish and update materials as necessary. Coordinate the delivery of materials to neighborhood coordinators and the installation of signs and equipment as needed.
7. Create and print community engagement newsletters and flyers.

COMMUNITY ENGAGEMENT COORDINATOR (Page #2)

Responsibilities and Duties (cont'd)

8. Seek out the development and implementation of new community engagement neighborhoods and communities. Coordinate special events as needed to promote community awareness.
9. Assist group coordinators and residents to successfully achieve goals.
10. Perform other duties and assignments as requested.

Essential Functions, Qualifications and KSA's for Employment

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

- Knowledge of Township geography and demographics.
- Skill to speak in public to groups of various sizes and backgrounds.
- Skill to communicate effectively in writing and verbally in person and on the telephone.
- Interpersonal skill to develop and maintain effective working relationships with community and business groups, officials, co-workers and the general public.
- Skill in the use of Microsoft Office products.
- Must be physically mobile and able to lift and carry up to 25 pounds.
- Must have vision, hearing and speaking ability adequate to perform duties.
- Ability to work flexible hours including evenings and weekends.
- Must possess and maintain a valid Michigan drivers' license.
- Bachelor's degree in Communications, Business or related field preferred.
- Familiarity with social media.

Ypsilanti Township
Reviewed, November 2017

Charter Township of Ypsilanti

COMMUNITY SUPPORT COORDINATOR

Summary

Performs work related to the promotion and implementation of community engagement programs and attends all meetings. Prepares notes on meetings attended and follows up on complaints and/or concerns. Networks in a variety of ways with community engagement leaders and groups to exchange information and seek resolution to issues of community concern to create better neighborhoods and deter crime.

Supervision Received

Supervised by the Township Supervisor who advises on unusual work situations and checks more difficult projects in progress and upon completion. Routine duties are performed with independence according to established procedures and practices.

Responsibilities and Duties

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties the employee may be expected to perform.)

1. Participate in the administration of the community engagement program.
2. Prepare and make verbal and/or written presentations for a variety of community organizations as requested.
3. Attend neighborhood, business and apartment watch meetings. Respond knowledgeable to questions and be attentive to resolving issues of special concern.
4. Establish a regular pattern of phone communications and visitations with community engagement groups, government administrators and the sheriff department.
5. Review daily crime activity reports, compiling information and disseminating as required to keep community engagement groups informed.
6. Establish and maintain a guest speaker resource file. Coordinate the scheduling of guest speakers for monthly community engagement meetings.
7. Maintain an inventory of community engagement materials, equipment and pamphlets. Process orders for updates as necessary. Coordinate the delivery of materials to coordinators and the installation of signs as needed.
8. Create and print community engagement newsletters and flyers.

COMMUNITY ENGAGEMENT COORDINATOR (continued)

9. Compose correspondence and report narratives and tabulations.

Responsibilities and Duties (cont'd)

10. Seek out the development and implementation of new community engagement neighborhoods and communities. Coordinate special events as needed to promote community awareness.
11. Assist coordinators of each group in successfully meeting their organizations' goals.
12. Perform other duties and assignments as requested by Supervisor.

Essential Functions, Qualifications and KSA's for Employment

All of the following functions, qualifications, knowledge, skill and abilities are essential. An employee in this position, upon appointment, should have the equivalent of the following:

- Knowledge of the principles and methods of crime prevention/community watch programs.
- Knowledge of Township geography and prevailing crime patterns.
- Skill to speak in public to groups of various sizes and backgrounds.
- Skill to communicate effectively in writing and verbally in person and on the telephone.
- Interpersonal skill to develop and maintain effective working relationships with community and business groups, officials, co-workers and the general public.
- Skill in the use of Microsoft Word, Excel and Access.
- Must be physically mobile and able to lift and carry 25 pounds 2,3,and 7.
- Must have good vision, hearing and the ability to speak to complete duties 1,2,3,4,7,8,9 and 10.
- Ability to work flexible hours to include evenings and weekends.
- Must possess and maintain a valid Michigan drivers' license.
- Bachelor's degree.

Ypsilanti Township
Reviewed, May 2017

Charter Township of Ypsilanti

Resolution 2017-32

RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

WHEREAS, 2011 Public Act 152 (the “Act”) was passed by the State Legislature and signed by the Governor on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirements of the Act;

WHEREAS, the three options are as follows:

- 1) Section 3 - “Hard Caps” Option - limits a public employer’s total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 - “80%/20%” Option - limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 - “Exemption” Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has decided to adopt the annual Exemption option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED the Charter Township of Ypsilanti Board of Trustees of the Charter Township of Ypsilanti elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year January 1, 2018 through December 31, 2018.

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



**Human Resource
Department**

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

To: Charter Township of Ypsilanti Board of Trustees

From: Karen Wallin, HR Department

Date: November 27, 2017

RE: Request Resolution for an “Exemption Option” for Publicly Funded Health Insurance under Public Act 152.

The Township is to comply with an option for health care cost under Public Act 152. In the past, the Board motioned to lift the “Hard Cap” option and elect the “Exemption Option.” This option allows the Township to set the amount of employee contributions towards health care insurance. The employee annual contribution is currently \$1,800 (\$75 per pay for 24 pays) unless stated otherwise in their contracts.

We are required to have annual Board approval for the health care insurance option. This is for the health insurance coverage from January 1, 2018 through December 31, 2018. We have budgeted for the employees to contribute the same amount of \$1,800 for 2018. The 2017 increase for Blue Cross Blue Shield was 9.84%.

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MONICA ROSS WILLIAMS
JIMMIE WILSON JR.



Charter Township of Ypsilanti

Recreation Department/
Community Center

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

Memorandum

TO: Karen Lovejoy-Roe, Ypsilanti Township Clerk
FROM: Angela Verges, Recreation Services Manager
CC: Brenda Stumbo, Ypsilanti Township Supervisor
DATE: November 30, 2017
RE: Grant from Helen McCalla Trust

This memo is in support of the grant that our 50 & Beyond program has been chosen as a recipient to receive. This is a grant that our Senior Coordinator applied for and has received multiple times for various projects.

The grant is an award from the *Helen McCalla Trust* in the amount of \$24,819.68. The funds will be used for the renovation of the outdoor play area outside of the 100 wing of the Community Center. We are also requesting permission to dispose the old playground equipment that is currently in place.

Please place this item on the agenda for the December 5, 2017 Board meeting for consideration of approval. I will be in attendance at the meeting to answer any questions.

AGREEMENT

Effective Date: November 10, 2017

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

Donee: Deborah Aue, Senior Adult Coordinator
Ypsilanti Township Senior Program
2025 East Clark Road
Ypsilanti, Michigan 48198

Proposal Date: September 26, 2017

Distribution: \$24,819.68

P R E M I S E S

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

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

C) Donee has submitted a proposal to the Donor for use of a distribution from Donor. That proposal has been approved in part. The approved portion of the proposal is for the purchase of the following equipment:

Outdoor Exercise Equipment

Rowing Machine	\$ 762.00
Rotator	\$ 725.00
Leg Press	\$ 1,697.00
Tai-Chi Spinners	\$ 807.00
Hip Twister	\$ 694.00
Signs 5 x \$217.00=	<u>\$1,085.00</u>
Sub-Total	\$6,826.00

Installation	\$4,000.00
Golf Netting	\$ 693.68
Ground Cover	\$4,500.00
Installation Labor	<u>\$8,800.00</u>

Sub-Total \$17,993.68 Total \$24,819.68

(the "Approved Proposal").

D) Donee has been chosen by Donor as a recipient for the tax year ending December 31, 2016, of a distribution from the trust, which distribution is being made in the calendar year 2017 and which is in the amount described above. (the "Distribution")

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

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

DONOR:

Helen McCalla Trust

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

By: James McGuire, Co-Trustee

DONEE:

Ypsilanti Township Senior Program

By: Deborah Aue
Its: Senior Adult Coordinator

Brenda Stumbo, Township Supervisor

Karen Lovejoy Roe, Township Clerk

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: Wayne Dudley, Public Services Superintendent – Residential Services Department

DATE: 11/30/2017

RE: RSD requesting Township Membership with National Joint Powers Alliance

Joining NJPA gives us another choice in purchasing by allowing us the opportunity to access competitively awarded, nationally leveraged cooperative purchasing contracts for life, at no cost to the Township!

National Joint Powers Alliance® (NJPA) is a government agency offering competitively solicited contracts for use by education, government, and nonprofits. Cooperative contracts mean volume discounts, choice, and peace of mind. NJPA cooperative purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a government agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law.

The benefits of NJPA include:

- NJPA is a public agency
- Contracts competitively solicited on our behalf
- Formal contracting process satisfied – avoids duplication
- Reduced vendor protests
- NJPA publicly elected board awards contracts
- NJPA staff are public employees
- Function as our own lead agency
- **No-cost, liability or obligation membership**
- Nationally leveraged volume pricing
- Saves time, money and creates operational efficiencies
- Eliminates low-bid, low-quality issues
- Choice of high quality equipment/products/services: nearly 200 national world-class vendors and 500+ construction related contracts

Respectfully,
Wayne Dudley
Public Services Superintendent

**NATIONAL JOINT POWERS ALLIANCE®
JOINT POWERS AGREEMENT**

This Agreement, made effective on the date hereof, is between the National Joint Powers Alliance® (hereinafter referred to as “NJPA”) and _____ (hereinafter referred to as “Governmental Unit”).

Recitals

NJPA is a Service Cooperative whose creation was authorized by Minn. Stat. § 123A.21; and

NJPA is a political subdivision and government unit of the state of Minnesota. Minn. Stat. § 471.59 authorizes NJPA to enter into agreements with other governmental units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers, as deemed necessary; and

Governmental Unit asserts it is authorized by its statutes to utilize contracts competitively solicited by another governmental unit; and

Governmental Unit and NJPA desire to enter into a “Joint Exercise of Powers Agreement” for the purpose of Governmental Unit accessing available contracts for goods and services from NJPA Awarded Vendors.

NJPA and the Governmental Unit hereby agree as follows:

Agreement

1. NJPA will make its contracts for goods and services and/or other NJPA services available to the Governmental Unit. The Governmental Unit will be a Participating Member.
2. The Governmental Unit may utilize the contracts or services procured or offered through NJPA to purchase supplies, equipment, materials and services.
3. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the procurement of goods and services as they pertain to the laws of their state or nation.
4. This Agreement will become effective on the date hereof and shall remain in effect until canceled by either party upon thirty (30) days’ written notice to the other party.
5. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Governmental Unit will be responsible for all aspects of its purchase, including ordering its goods and services, inspecting and accepting the goods and services, and paying the Vendor who will have directly billed the Governmental Unit placing the order.
6. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers as required by each party’s respective laws.
7. To purchase goods and services from NJPA contracts, the Governmental Unit must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of NJPA contracts and any requirements applicable to the Governmental Unit’s governing body. The Governmental Unit must send purchase orders directly to the applicable Vendor and will make payments directly to the Vendor in accordance with its established procedures and terms of the NJPA contract. The Governmental Unit will not use the goods available under NJPA contracts for purposes of resale.

8. Pursuant to Minn. Stat. § 471.59, Subd. 5, if applicable, the Parties shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the Agreement has been completed.
9. There shall be no financial remunerations by the Governmental Unit to NJPA for the use of NJPA procurements, contracts or agreements or the payment of any fees to NJPA.
10. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body as required by law.
11. The NJPA contracts utilized by the Governmental Unit through this Agreement were procured or will be procured through the Uniform Municipal Contracting law, Minn. Stat. § 471.345.

The Parties have executed this Agreement effective the date hereof.

Governmental Unit

National Joint Powers Alliance®

By _____
 AUTHORIZED SIGNATURE

 AUTHORIZED SIGNATURE

Its _____
 TITLE

 TITLE

 DATE

 DATE

GOVERNMENTAL UNIT INFORMATION

Indicate an address to which correspondence may be delivered.

Name* _____

Address* _____

City, State, ZIP code* _____

Employer Identification Number _____

Contact person* _____

Title* _____

E-mail* _____

Phone* _____

Website _____

ORGANIZATION TYPE*

- K-12 (Public or non-profit)
- Government or municipality (Specify: _____)
- Higher education (Public or non-profit)
- Other (Specify: _____)

REFERRED BY

- Advertisement _____
- Current NJPA member _____
- Vendor representative _____
- Trade show _____
- NJPA website _____
- Other _____

Return completed agreement to

National Joint Powers Alliance ®
 202 12th Street NE
 Staples, MN 56479

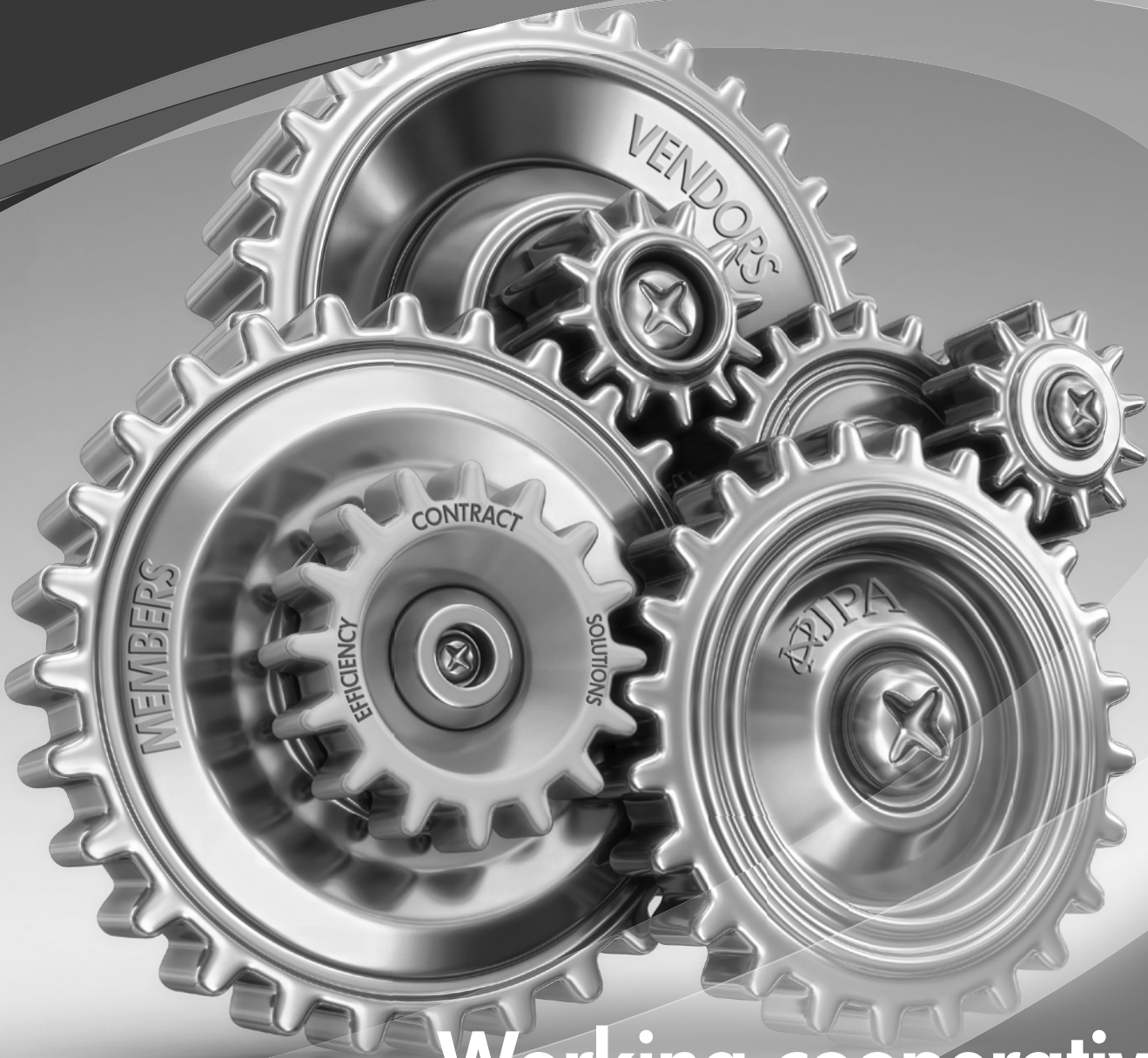
Duff Erholtz

Phone 218-894-5490
 Fax 218-894-3045
 E-mail duff.erholtz@njpacoop.org

**Denotes required information*

ABOUT US

Contract Purchasing



Working cooperatively...
TOGETHER

REALIZE THE POWER AND VALUE OF CONTRACT PURCHASING



Chad Coauette

Executive Director/CEO
chad.coauette@NJPAcoop.org
218-894-5463

We invite your organization to take the opportunity to join our member agencies that have access to national contract volume pricing and value from nationally acclaimed vendors. NJPA contracts represent thousands of competitively solicited equipment, products and related services. NJPA contracts save you and your agency considerable time and money while eliminating the need to duplicate the solicitation and contracting process. It takes only minutes to complete a no-cost, no-obligation or liability membership. Get started today at NJPAcoop.org.

National Joint Powers Alliance® (NJPA) is established as a public agency serving our member agencies across the United States and Canada as a municipal contracting agency. NJPA operates under the enabling authority of Minnesota Statute 123A.21. This statute was created in 1976 to serve education entities and revised in 1995 to allow cities, counties, local governments and non-profits to benefit from the use of service cooperatives.

NJPA is also guided and enabled by M.S. 471.59, the "Joint Exercise of Powers" Law, which defines the ability of two or more government agencies to enter into an agreement to contract in common through the action of each of the governing bodies. In general, the Joint Powers Law allows two units of government and/or education to work together or allows one government to carry out a function on behalf of another government. This includes the ability of agencies to enter into cooperative purchasing agreements. We are a public agency serving our members from government, K12, higher education, and all non-profit agencies throughout the United States and Canada.

NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law (M.S. 471.345 Subd. 15). The Joint Exercise of Powers Law (M.S. 471.59) allows our members to legally purchase through our contracts without duplicating their own competitive solicitation process and requirements. The result of this cooperative effort is a high quality selection of nationally leveraged, competitively solicited contract solutions to help create efficiencies and meet the ever challenging needs of our current and future member agencies.

We look forward to being a part of serving your agency needs through our contract solutions.



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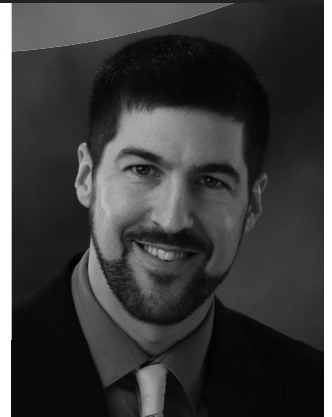
AS A PUBLIC AGENCY, WE EXIST TO SERVE OUR MEMBERS

At NJPA, we are driven to provide efficient public service through our national contract purchasing program. The common needs of our members and our desire to effectively serve your agency will lead our commitment and overall efforts as together we face the budget and purchasing challenges in the future.

OUR PURPOSE: The general purpose of NJPA is to serve our member agencies by facilitating a national municipal contracting alliance. Our goal is to provide our members with requested programs and services that are created, coordinated and delivered through a cooperative effort between NJPA and our member agencies. **NJPA is a public agency that creates a business and service relationship alliance between buyers and suppliers.** Appropriate levels of membership are offered to government, education and all non-profit agencies nationwide and in Canada. Member agencies are responsible for interpreting their own purchasing laws and recognizing NJPA as having satisfied their own competitive solicitation and contracting requirements.

OUR MEMBER COMMITMENT: NJPA is committed to serving you, our member agency, through a continuous effort to meet your present and future needs. Our goals are highlighted by our desire to provide valued national contract purchasing solutions. We will strive to identify and meet your needs in a measurable, cost-effective manner. We will research the industry with regard to our members' common needs, and as a result deliver to you the opportunity to purchase the very best products, equipment and services through nationally leveraged contracts offering our members the lowest possible contract price. We are only able to do this as we work together to develop business and member agency relationships, creating a unified purchasing alliance.

We look forward to working closely with you and your agency, listening to your needs and interests and responding by providing valued national and international contract solutions.



Jeremy Schwartz

Director of Cooperative
Contracts & Procurement
jeremy.schwartz@njpacoop.org
218-894-5488

NJPA is nationally endorsed by:



ENABLING LEGISLATION

JOINT POWERS AUTHORITY

NJPA members may be authorized to use NJPA contracts through joint exercise of powers laws, interlocal cooperation or cooperative purchasing laws. Interpretation of these laws varies from individual to individual and from agency to agency and is the responsibility of the member. NJPA invites, evaluates and awards nationally leveraged, competitively solicited and cooperatively shared procurement contracts for our current and potential membership nationwide.

MEMBERSHIP WITH NJPA

Membership in NJPA is at no-cost, no-obligation or liability to “Participating Members” and can be established in the following ways:

- Online at: njpacoop.org/join/application
- Through hard copy participation membership application
- Through “Joint Exercise of Powers” or “Interlocal” agreements

OUR FOUNDATION

MINNESOTA STATUTE 123A.21: SERVICE COOPERATIVES

This is the statute under which our “Service Cooperative” (SC) was created. Previously known as the North Central Service Cooperative (NCSC), we are now doing business as the National Joint Powers Alliance® (NJPA). Amendments to this legislation in 1995 expanded our potential participating membership to include any unit of government, education or non-profit agency.

- **M.S. 123A.21 Subd. 2**

The purpose of a service cooperative is to “assist in meeting specific needs of clients in participating governmental units which could be better provided by the service cooperative than by the members themselves.”

- **M.S. 123A.21 Subd. 3: Membership and Participation**

Full membership with a service cooperative shall be limited to public school districts, cities, counties and other governmental units as defined in section 471.59. Participating members, in contrast, are non-voting members whom retain full right and title to cooperative purchasing contracts created by NJPA. Participating members have no cost, obligation or liability to the organizational liabilities of NJPA.

- **M.S. 123A.21 Subd. 7 (23)**

This section identifies the specific directive for our service cooperative to provide “cooperative purchasing services” to our members.

- **M.S. 123A.21 Subd. 9 (d,e)**

Funding and benefit “(d) the SC is a **public corporation and agency** and its board of directors may make application for, accept, and expend private, state and federal funds that are available for programs of the members.”

Organization by definition and limitations “(e) The SC is a **public corporation and agency** and as such, no earnings or interest of the SC may incur to the benefit of an individual or private entity.”

STATE OF MINNESOTA ENABLING LEGISLATION

The following summary is an explanation of the enabling legislation referenced by NJPA. The plain language of the statutes, from our perspective, gives NJPA very clear authority to serve current and future members through cooperative efforts.

NJPA COOPERATIVE PURCHASING LEGISLATION

- **Minnesota Statute 471.345: Uniform Municipal Contracting Law (UMCL)**
NJPA as a political subdivision of the State of Minnesota, adheres to the competitive solicitation requirements of the UMCL.
- **M.S. 471.345 Subd. 1: Municipality Defined**
“For purposes of this section, “municipality” means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.”
- **M.S. 471.345 Subd. 15: Cooperative Purchasing**
A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive solicitation requirements of this section if the purchase is through a national municipal association’s purchasing alliance or cooperative created by a Joint Powers Agreement that purchases items from more than one source on the basis of competitive solicitations or quotations.

MINNESOTA STATUTE 471.59: JOINT EXERCISE OF POWERS

Subd. 1 defines the ability of two governmental agencies to enter into an agreement to contract in common through the action of each of their own governing bodies. Subd. 10 expands on the ability to enter into cooperative agreements.

- **M.S. 471.59 Subd. 1: Agreement**
“Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term “governmental unit” as used in this section includes every city, county, town, school district, independent nonprofit firefighting corporation, other political subdivision of this or another state, another state, federally recognized Indian tribe, the University of Minnesota, the Minnesota Historical Society, nonprofit hospitals licensed under sections 144.50 to 144.56, rehabilitation facilities and extended employment providers that are certified by the commissioner of employment and economic development, day training and habilitation services licensed under sections 245B.01 to 245B.08, and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy-making and appropriating authority.”
- **M.S. 471.59 Subd. 10: Services Performed by Governmental Units; Commonality of Powers**
“Notwithstanding the provisions of Subd. 1 requiring commonality of powers between parties to any agreement, the governing body of any governmental unit as defined in Subd. 1, may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself.”

FREQUENTLY ASKED QUESTIONS

Q. WHO IS NJPA?

A. NJPA is a public agency that was statutorily created to provide services, such as cooperative purchasing for government and education agencies. NJPA serves member agencies under the legislative authority established by Minnesota Statute 123A.21 (see specific statutory references on pages 4-5). All NJPA employees are public employees whom are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. NJPA employees have the same employment status as employees of NJPA government and education member agencies.

Q. WHAT IS NJPA'S PRIMARY PURPOSE?

A. Among other areas of serving members, NJPA creates national cooperative contract purchasing solutions on behalf of its member agencies which include all government, education and non-profit agencies nationwide and in Canada. These cooperative contract opportunities offer both time and money savings for their users by consolidating the efforts of numerous individually prepared solicitations to one national, cooperatively shared process. This process leverages the aggregation of volume from members nationwide.

Q. WHO IS ELIGIBLE FOR NJPA MEMBERSHIP?

A. Eligible members include any unit of government, education (K-12 and higher ed) or non-profit agencies nationwide and Canada.

Q. HOW IS NJPA GOVERNED?

A. NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of publicly elected governing officials; including school board, city council members and county commissioners from Region Five in Minnesota.

Q. HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

A. There is no-cost, no-obligation or liability to join or participate in the NJPA contract purchasing program. There are no minimum contract purchasing requirements or commitments for member use of NJPA contracts.

Q. HOW IS NJPA FUNDED?

A. Vendors realize substantial efficiencies through their ability to respond to one NJPA solicitation and Request for Proposal (RFP) that will potentially earn thousands of sales opportunities. From these efficiencies, vendors pay an administrative fee to NJPA calculated as a percentage of sales processed through the competitively solicited procurement contracts awarded and held by the vendor. This administrative fee is not an added cost to the member. This administrative fee covers the costs of contract marketing and facilitation and it offsets operating expenses incurred by NJPA. This fee may also be used for other purposes as allowed by Minnesota statute. NJPA does not receive state or federal aid or membership fees. With respect to cooperative contract purchasing, NJPA is a self-funded governmental unit. NJPA also shares these fees with certain other NJPA members, partner cooperatives or associations as they demonstrate the desire and ability to help facilitate and market available NJPA contracts. Administrative fees paid to NJPA are not an additional cost to NJPA members.

Q. HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

A. A membership can be initiated by: • Online membership application: NJPAcoop.org/join/application • Paper-based membership application • "Joint Exercise of Powers" or "Interlocal" agreement. Participating members are non-voting members of NJPA that are able to enter into Joint Powers Agreements. Non-profit organizations, non-public schools and other similar entities may join NJPA through an associate membership. Full voting memberships are limited to units of government or education located within the five county region of Minnesota which NJPA was originally created to serve.

Q. DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

A. Yes. At this point, all current members are a part of our Board of Advisors. NJPA also has multiple member advisory committees that specialize in various membership verticals. These verticals include our general membership represented by procurement professionals from our government and education agencies and others, such as fleet departments, food service departments, park and recreation departments and public utility departments.

FREQUENTLY ASKED QUESTIONS

Q. CAN AGENCIES OTHER THAN GOVERNMENT AND EDUCATION USE THE PROGRAM?

A. Yes, under M.S. 123A.21, non-profit agencies may also participate.

Q. WHAT SPECIFIC STATUTE GIVES MY AGENCY THE AUTHORITY TO PARTICIPATE?

A. Generally, joint powers and/or cooperative purchasing laws create the authority for members to work together with NJPA and accept NJPA procurement laws. These laws are a part of state law; however, they are written slightly differently in respective states. NJPA membership forms are designed to help establish an appropriate agreement to comply with the joint powers laws of our qualifying agencies.

Q. WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF NJPA?

A. • The competitive solicitation and contract process is completed and satisfied on behalf of your agency. • National aggregation of product and equipment demand and volume resulting in aggressive and competitive pricing. • Choice of equipment, products and services is offered under awarded contracts featuring the highest quality solutions from industry-leading and nationally acclaimed vendors. • Members enjoy a broad range of exceptional product and equipment selections complimented by substantial time savings and multiple other related benefits for participating agencies. • NJPA contract solutions offer choice with the ability to continue to perform your own competitive solicitation process if you choose to do so.

NJPA strives to exceed our members' needs and expectations. Our contracting process mirrors our members' process. In creating a contract pathway through a unified and commonly embraced contracting process, NJPA contracts are accepted by the highest level of government and education agencies across the country. NJPA increases our members' comfort by conducting complete financial audits of our organization annually through an independent auditor with the results submitted to the State of Minnesota as required by state law.

Q. AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

A. Yes, all NJPA membership and contracts are non-exclusive with no obligation to purchase and are contracts of choice by our member agencies.

Q. CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT ISSUING OUR OWN SOLICITATION?

A. Yes, in most states and local jurisdictions, though it is the responsibility of individual members to make the determination. All NJPA contracts have been competitively solicited nationally, reviewed, evaluated by committee and recommended to the NJPA Board of Directors for award in accordance with Minnesota public purchasing and contracting rules, guidelines and regulations applicable to NJPA. Each solicitation is issued on behalf of NJPA and current and potential NJPA members nationwide. Each RFP advises all responders that NJPA most desires and invites a vendor whom can sell and service participating member agencies in all fifty states and, optionally, provinces and territories of Canada. All RFP respondents understand that these contracts will be under consideration for use by government, education and non-profit member agencies throughout the United States.

Q. HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

A. Related contract and competitive solicited process documentation is available on the NJPA website under each individual vendors' page or by request. Once on a vendor page, there is a tab titled "Contract Documentation" where these documents can be reviewed. Please follow the instructions under each vendor's "Pricing" tab to access pricing for specific contracts. Due to pricing complexity, most pricing is not located on the website and is available upon request in compliance with MN Data Practices. Procurement files are also available upon request.

Q. WHAT IS THE SOLICITATION AND REQUEST FOR PROPOSAL (RFP) PROCESS?

A. NJPA conducts a comprehensive 12-step process (described in full on pages 9 -10) that includes: 1) Identify members' needs, 2) Research solutions available in the marketplace, 3) Request permission from the NJPA Board of Directors, 4) Draft a solicitation, public advertisement and notice, 5) Conduct a pre-proposal conference followed by receipt of responses, 6) Evaluate proposers' responses, 7) Review evaluation results, 8) Provide recommendations to the NJPA Board, 9) Award vendor(s), 10) Post approved contract documents, 11) Develop and implement a joint marketing plan with awarded vendor(s), and 12) Review and maintain our contract throughout its term.

FREQUENTLY ASKED QUESTIONS

Q. HOW DOES THE PURCHASE PROCESS FLOW?

A. NJPA contracts establish a business to government style transaction flow. Members are encouraged to begin communications with their local dealer/representative of our contract holder, as they are the experts in helping members determine their specific needs and thereby defining the best solution for equipment, products and services needed. Members communicate with the vendors through contract proposals that include pricing. Members may contact NJPA to verify the awarded contract pricing and confirm contract terms and conditions. To execute a purchase, a member should issue a purchase order according to their normal organizational parameters. In addition, the member should include identifying language on the face of that purchase order such as: "This purchase order is issued pursuant to NJPA Contract #XXXXXX-AAA" which will notify the local dealer/representative of the desire and intent to use the NJPA contract that includes its pricing, terms and conditions.

Q. CAN MY AGENCY ADD ADDITIONAL TERMS & CONDITIONS TO MEET MY LOCAL REQUIREMENTS?

A. Members have the ability to propose new or additional terms and conditions. By reviewing your procurement documentation and local requirements you may find that there are specific requirements by your agency that are not included in the NJPA terms and conditions. The terms and conditions of the NJPA contract cannot be changed, but custom or additional terms and conditions are acceptable between the customer and vendor at the purchase order level.

Q. WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

A. NJPA cooperative procurement contracts do not guarantee sales. Each vendor must earn each individual sale they propose. Excellent products/equipment and customer service yields excellent customer satisfaction and assurance. As a result, NJPA cooperative procurement contracts are based on the quality and performance of the equipment/products and support of the on-going customer services. Our members issue their most important and final vote with their purchase orders. We find that our vendors exceed our members' expectations due to the quality of vendors we have under contract and how each vendor sees the value of the contract for their company.

Q. WHO DOES NJPA AWARD CONTRACTS TO?

A. NJPA prefers to award contracts at the manufacturer level when possible. Contract awards to manufacturers are made on behalf of that manufacturer's dealer network through the established relationship between manufacturer and authorized dealers. Likewise, contract awards made to a re-seller are made on behalf of the re-seller's manufacturers, again through the established relationship between the re-seller and their manufacturers. In many cases, some products or equipment are only available through re-sellers. Whichever is the case, NJPA members have a single source of responsibility in the awarded contractor and that awarded contractor takes responsibility for all third party sub-contractors used in the acquiring and delivering of products and services to be delivered. As a result of the contracting reputation NJPA has earned, NJPA is able to award contracts to quality vendors that members can trust.

Q. HOW DO MY REGULAR SUPPLIERS BECOME AUTHORIZED SUPPLIERS FOR NJPA?

A. Ask the supplier to watch for solicitations being posted. NJPA solicitations are posted in the *USA Today* (usatodayclassifieds.com), at least once in Oregon and Utah in the *Daily Journal of Commerce* (djcoregon.com) and the *Salt Lake News* (naclegal@mediaoneutah.com), respectively; on the NJPA website (NJPAcoop.org); distributed to other third party procurement websites such as BidSync (bidsync.com), Onvia (onvia.com), MERX (merx.com), and Biddingo (biddingo.com); and distributed to the procurement offices at the state level in each state for re-publication in their jurisdictions at their discretion. Suppliers who respond to NJPA RFPs in a sufficient manner are awarded a contract according to the terms and conditions contained therein.

Q. HOW DO I GET MORE INFORMATION ABOUT NJPA?

A. Contact us at njpacoop.org | 888-894-1930 or contact any of our vendors listed in our Contract Directory.

Q. HOW CAN WE BECOME A NJPA VENDOR?

A. All current NJPA vendors became awarded vendors by responding to a NJPA nationally advertised solicitation in their respective categories. To learn more visit our website at NJPAcoop.org/how-to-become-a-vendor.

OUR 12-STEP PROCUREMENT PROCESS

It is the desire of NJPA to meet our members' procurement requirements, but it is ultimately our members' responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contracts. Our request for proposal (RFP) process is continuously being refined to meet the changing needs of our members. The desired result is a national, competitively solicited procurement and contract process that is not only valued by members but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed vendors.

1) IDENTIFY MEMBERS' NEEDS

NJPA pursues member participation and conducts research through our member advisory committees, which are represented by various verticals, at numerous national trade shows, and through daily member interaction.

2) RESEARCH SOLUTIONS AVAILABLE IN THE MARKETPLACE

Constant research helps us develop the best approach for each offering. Some industries lend themselves to a manufacturer's response because that manufacturer provides a complete industry solution through their authorized dealers. Other industries lend themselves to a distributor response because they are able to provide the most complete industry solutions through the large number of manufacturers they represent.

3) REQUEST PERMISSION FROM THE NJPA BOARD OF DIRECTORS

After establishing the existence of both a viable need and a viable NJPA style solution, permission from the publicly elected NJPA Board of Directors is sought and must be granted to officially begin the development of the solicitation and overall procurement process.

4) DRAFT A SOLICITATION, PUBLIC ADVERTISEMENT AND NOTICE

Our solicitation document is our cornerstone of cooperative contract purchasing. The consistency of that solicitation document, its response forms and evaluation criteria are some of our greatest assets. NJPA advertises each RFP:

- In print: *Salt Lake News* (Utah), *USA Today* (National)
- In print and online: *Daily Journal of Commerce* within the State of Oregon
- In print and online: *The State* within the State of South Carolina
- On the NJPA website
- On e-commerce sites: BidSync, Biddingo, MERX, Onvia, PublicPurchase
- We notify the state level procurement departments in each state for possible re-posting of the solicitation within their systems and at their option

5) CONDUCT A PRE-PROPOSAL CONFERENCE FOLLOWED BY RECEIPT OF RESPONSES

Proposers are typically given 5-6 weeks from the start of the RFP advertisement to respond to the RFP. A Pre-Proposal Conference is conducted to answer questions. An addendum may also be issued if there are any items covered beyond RFP content clarifications in the conference, and if such items are deemed material by NJPA. NJPA uses an atomic clock to electronically time and date stamp all Proposals immediately upon receipt in NJPA's Staples, MN office. Proposals are opened by a Contracts & Compliance department employee at the time, date and place specified in the RFP.

6) EVALUATE PROPOSERS' RESPONSES

Evaluation begins at the proposal opening by determining the *responsiveness* of each proposal. **Level One Responsiveness** includes: • Timely submission • Properly organized • Electronic as well as physical copies as required • Original signatures on appropriate documents • **Level Two Responsiveness** is the evaluation of the proposal response according to the evaluation criteria provided in the RFP and documented on the "Proposal Evaluation" (Form G) by the Proposal Evaluation Committee. Our typical RFP invites the widest possible variety of products and services within the scope of a proposal. Our intention is to create a contract that provides the widest possible array of utility to the widest possible array of NJPA members. We also specifically invite proposers to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and its applicability and utility to our members.

PROCUREMENT PROCESS

Evaluating proposers' responses, continued:

The perceived procurement value of a proposal to NJPA and its Members, in the opinion of NJPA, includes but is not limited to:

- Conformance to RFP's intent, scope and specifications
- Competitive pricing strategies
- Ability to sell and service NJPA Members nationally
- Financial strength, experience and success in the industry/marketplace
- References from past customers and prior experience with NJPA
- A clear, concise, aggressive and effective marketing plan
- Value added related products, services and technological advances
- Financing options and detailed payment terms
- Warranty, product and service responsibility
- Identifying the depth, breadth and quality of products and service offerings

Additional consideration is given to proposers who demonstrate "Green" and Disadvantaged Business Enterprise and the ability to sell and service Canada and other international provinces.

The final evaluation is conducted using the "Proposal Evaluation" form defined in the RFP. This form establishes a weighted scoring method and also provides for an optional "Cost Comparison." This point-based system is used as a part of the final scoring and awarded vendor determination.

7) REVIEW EVALUATION RESULTS

Recommendations of the Proposal Evaluation Committee are reviewed by NJPA's Contract Council. Final recommendations are then approved for consideration by the NJPA Board of Directors.

8) PROVIDE RECOMMENDATIONS TO THE NJPA BOARD

Recommendations of the Contract Council are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract.

9) AWARD VENDOR(S)

Upon approval by the NJPA Board, the recommended vendor is awarded a four-year contract term with one additional one-year renewal at the discretion of NJPA. The Contracts & Compliance Department emails Notices of Award and Non-Award to vendors.

10) POST APPROVED CONTRACT DOCUMENTS

A complete procurement file is maintained by NJPA, and contract documentation is posted on our website for review by our members.

11) DEVELOP AND IMPLEMENT A JOINT MARKETING PLAN WITH AWARDED VENDOR(S)

NJPA works with both the vendor and member to educate on the benefits and uses of an awarded contract. We work with the awarded vendor(s) to educate and energize their sales and service teams. NJPA advertises awarded contracts in select national publications; produces a full-color, hard copy "Contract Directory"; maintains a website offering of the contract solutions; exhibits with vendor partners in numerous national and regional trade shows; and provides break-out meetings at trade shows.

12) REVIEW AND MAINTAIN OUR CONTRACT THROUGHOUT ITS TERM

Contracts are periodically reviewed for their effectiveness. NJPA contracts are written with four-year terms with a fifth year option at NJPA's discretion. NJPA does not eliminate member responsibility for following the solicitation process; rather, we provide a nationally pre-competed option to avoid duplicating the formal solicitation process.

Joining NJPA gives you another choice in purchasing by allowing you the opportunity to access competitively awarded, nationally leveraged cooperative purchasing contracts for life!

WHY JOIN NJPA: The benefits of NJPA include:

- NJPA is a public agency
- Contracts competitively solicited on your behalf
- Formal contracting process satisfied – avoids duplication
- Reduced vendor protests
- NJPA publicly elected board awards contracts
- NJPA staff are public employees
- Function as our own lead agency
- No-cost, liability or obligation membership
- Life cycle cost efficiencies
- Nationally leveraged volume pricing
- Saves time, money and creates operational efficiencies
- Eliminates low-bid, low-quality issues
- Choice of high quality equipment/products/services: nearly 200 national world-class vendors and 500+ construction related contracts



APPLY TO JOIN: We ask you join in the fashion that meets your agency's legal or policy requirements. Go to NJPAcoop.org/join to complete the online or paper application.

- **NJPA Online Application:** Nearly 90% of NJPA members join utilizing the online application. Within 24 hours you will receive your NJPA Member ID # electronically. You will also receive an NJPA membership packet by mail within 7-10 business days.

If your agency/organization requires executed signatures, please utilize one of the paper agreement options below:

- **Participating Member Agreement:** A hard copy version of our Membership application providing authorized signatures lines for your agency and NJPA.
- **"Joint Exercise of Powers" or "Interlocal" Agreement:** A hard copy Joint Powers Agreement utilized only by government agencies when required.
- **Associate Member Agreement:** A hard copy version of our Membership application for non-profit entities that require authorized signatures.

HOW TO PURCHASE: NJPA's solution-based solicitation process gives you access to our awarded vendors' full line of products and services. Ordering products and services...is as easy as **1...2...3!**

- 1.** Establish membership with NJPA at no cost, obligation or liability
- 2.** Browse through the NJPA Contract Directories to see NJPA's extensive list of awarded vendors available to you – or go to NJPAcoop.org/contracts.
- 3.** Contact your vendor of choice directly by utilizing the contact information found in the Contract Directory or on NJPA's website. Inform them of your interest in using the NJPA Contract. They will do the rest!

QUESTIONS: Contact our Member Relations and Communications Specialists:

Duff Erholtz • 218-894-5094 • duff.erholtz@NJPAcoop.org | **Katie Alba** • 218-895-4167 • katie.alba@njpacoop.org

Establishing an **alliance** between buyer and suppliers



NJPacoop.org



NJPA AWARDED
CONTRACTS

Competitively Solicited National Cooperative Contract Solutions

7/13/2017

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of November 27, 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:	48957073	
	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 N Harris Rd between Michigan Ave & Holmes Rd 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:	32	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install (32) stock 39 watt Granville acorn LED fixtures with black housings mounted on stock 11'6" Mainstreet fiberglass fluted posts with concrete foundations.	
5. Estimated Total Annual Lamp Charges	<u>Ypsilanti Township</u> 32 UG X \$293.48 per light = \$9,391.36	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$198,344.51
	Credit for 3 years of lamp charges:	\$28,174.08
	CIAC Amount (cost minus revenue)	\$170,170.43
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: _____

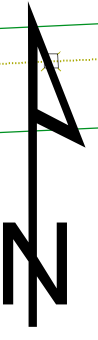
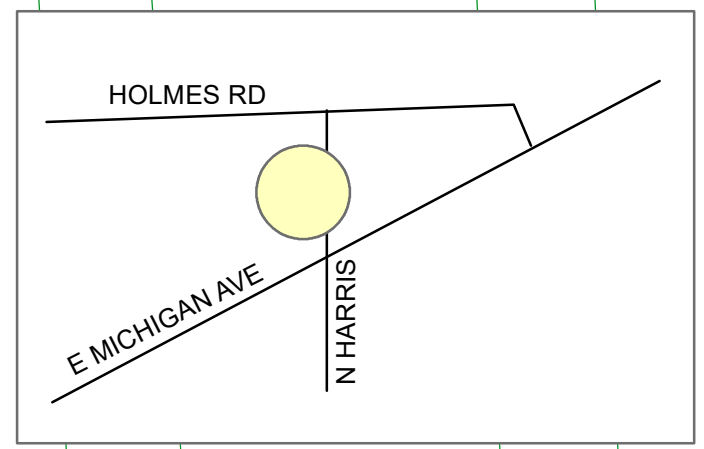
Title: _____

Attachment 1 to Purchase Agreement

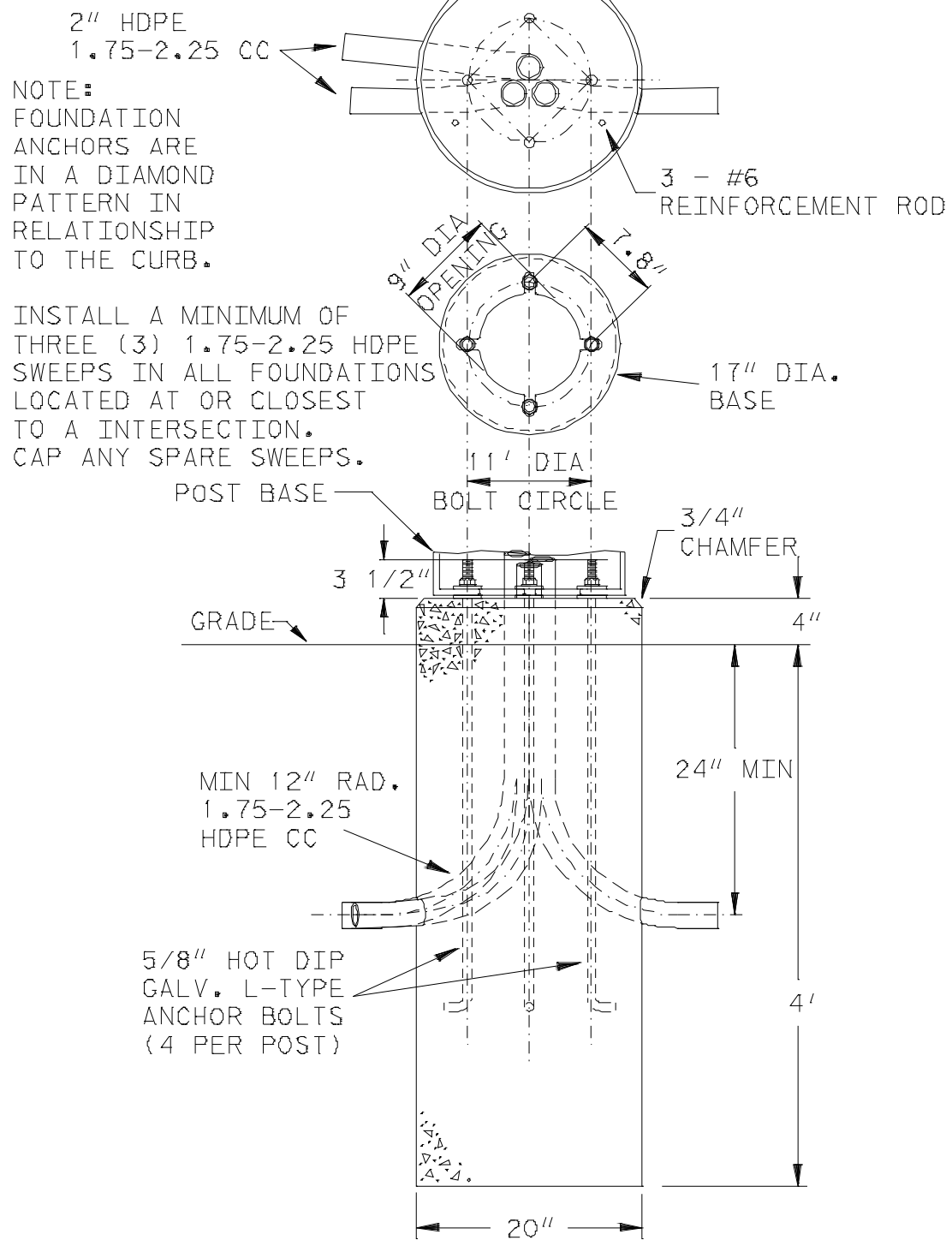
Map of Location

[To be attached]

WL 33:
AAB460
IN: UG CUBE TAP



CODE 16A FOUNDATION



- WL 1:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX528 -- 8727 YPSIL -- A230 -- 495 -- B
- WL 2:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX517 -- 8727 YPSIL -- A230 -- 493 -- R
- WL 3:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX516 -- 8727 YPSIL -- A230 -- 493 -- B
- WL 4:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX513 -- 8727 YPSIL -- A230 -- 493 -- R
- WL 5:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX527 -- 8727 YPSIL -- A230 -- 495 -- B
- WL 6:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX528 -- 8727 YPSIL -- A230 -- 495 -- R
- WL 7:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX529 -- 8727 YPSIL -- A230 -- 495 -- B
- WL 8:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX530 -- 8727 YPSIL -- A230 -- 495 -- R
- WL 9:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX519 -- 8727 YPSIL -- A230 -- 493 -- B
- WL 10:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX518 -- 8727 YPSIL -- A230 -- 493 -- R
- WL 11:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX531 -- 8727 YPSIL -- A230 -- 495 -- B
- WL 12:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX532 -- 8727 YPSIL -- A230 -- 495 -- R
- WL 13:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX533 -- 8727 YPSIL -- A230 -- 495 -- B
- WL 14:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX534 -- 8727 YPSIL -- A230 -- 495 -- R
- WL 15:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX523 -- 6001 YPSIL -- A230 -- 493 -- R
- WL 16:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX523 -- 6001 YPSIL -- A230 -- 493 -- R
- WL 17:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX522 -- 6001 YPSIL -- A230 -- 493 -- B
- WL 18:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX535 -- 6001 YPSIL -- A230 -- 495 -- R
- WL 19:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX536 -- 6001 YPSIL -- A230 -- 495 -- B
- WL 20:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX537 -- 6001 YPSIL -- A230 -- 495 -- R
- WL 21:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX538 -- 6001 YPSIL -- A230 -- 495 -- B
- WL 22:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX539 -- 6001 YPSIL -- A230 -- 495 -- R
- WL 23:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX540 -- 6001 YPSIL -- A230 -- 495 -- B
- WL 24:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX541 -- 6001 YPSIL -- A230 -- 495 -- R
- WL 25:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX542 -- 6001 YPSIL -- A230 -- 495 -- B
- WL 26:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX543 -- 6001 YPSIL -- A230 -- 495 -- R
- WL 27:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX544 -- 6001 YPSIL -- A230 -- 495 -- B
- WL 28:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX545 -- 6001 YPSIL -- A230 -- 495 -- B
- WL 29:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX525 -- 6001 YPSIL -- A230 -- 493 -- B
- WL 30:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX514 -- 8727 YPSIL -- A230 -- 493 -- B
- WL 31:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX515 -- 8727 YPSIL -- A230 -- 493 -- B
- WL 32:
IN: POST CODE 016
IN: FOUNDATION TYPE 16A CONCRETE
IN: UG MULTIPLE LED 39 LW ACORN
IN: UG PCLL
L 39 AFX520 -- 8727 YPSIL -- A230 -- 493 -- R



LEGEND

- SET NEW POLE
- CABLE POLE / RISER
- POSITION OF SWEEP UP CABLE POLE
- BURIED PRIMARY CABLE (ALL VOLTAGES)
- BURIED SECONDARY CABLE
- SINGLE DUCT OCCUPIED
- DOUBLE DUCT - OCCUPIED
- SINGLE DUCT-TO BLIND END FOR FUTURE USE
- PAD-MOUNTED TRANSFORMER
- DIRECTION OF TRANSFORMER DOOR OPENING
- GUARD POST
- P.S.C. PRIMARY SWITCH CABINET
- S.C.C. SEPARABLE CONNECTION CABINET

39W BLACK BASIC ACORN

CODE 016 BLACK POST

Streetlight Billing Summary
A230 - YPSILANTI TWP OF

6001 YPSIL	IN	4	*493
6001 YPSIL	IN	10	*495
8727 YPSIL	IN	9	*493
8727 YPSIL	IN	9	*495

Created on: 11/13/2017 12:02:56 PM

Trench-Bore Summary

Type	ST	LT	BORE	IN	CONDUIT	E	Length
34							5790
Occupants							Total = 5790

Cable Summary

Type	IR	#2	ALX2	-	#4	ALX1	Legacy Stock #/SAP #	Length
							713-0878/100075024	6178

Created on: 11/14/2017 11:25:53 AM

Streetlight Billing Summary
A230 - YPSILANTI TWP OF

6001 YPSIL	IN	4	*493
6001 YPSIL	IN	10	*495
8727 YPSIL	IN	9	*493
8727 YPSIL	IN	9	*495

Created on: 11/13/2017 12:02:56 PM

DTE Energy

DTE Electric - Distribution Engineering and Planning

Service Planner: O'Dea, Charlotte A
Phone: 734.397.4307

Work Order # 49103052
GIS-DSN 49103053
CO# 49103062
CUL 49103063
Circuit #1
Circuit #2
Supervisor: MOTT 8107
PH 49103061

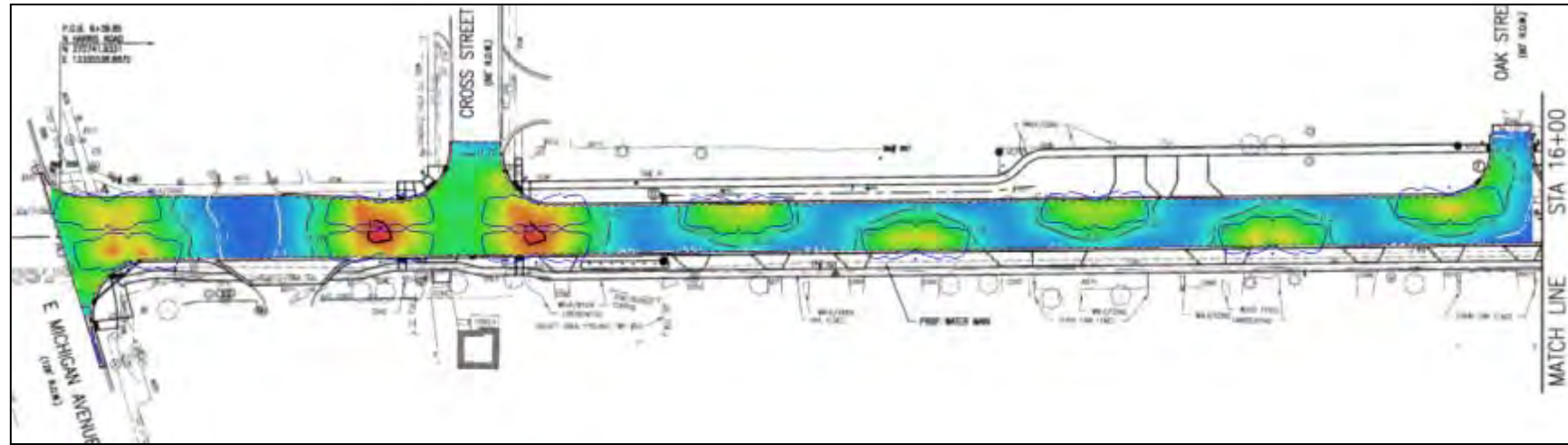
Service Center: ANN
Worksites City: YPSILANTI
Worksites Twp: Washtenaw
County: Washtenaw
RSD

Planning Engineer: Brian R Kinnick
Phone: 734.397.4024

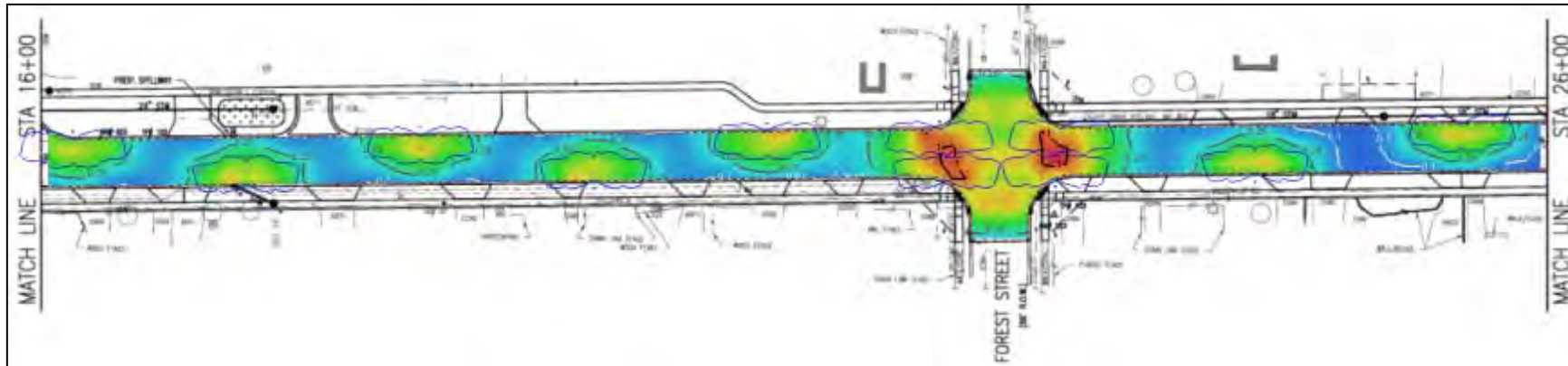
JU Company	Contact	Email	Phone
JU Company	Contact	Email	Phone

CUE Number: 758683
Ver: 1
Plot Date: 11/17/2017
Scale: NTS
Town: 03S
Range: 07E
Section: 02

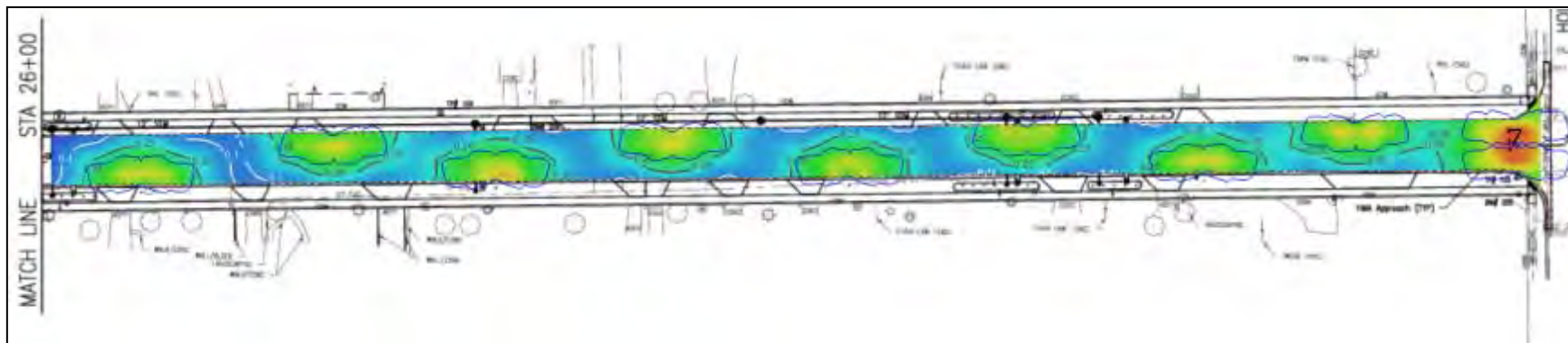
PWO# 46470076 17 X 22



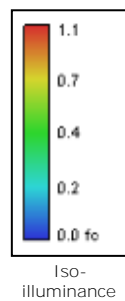
STA 6+39.85 TO 16+00



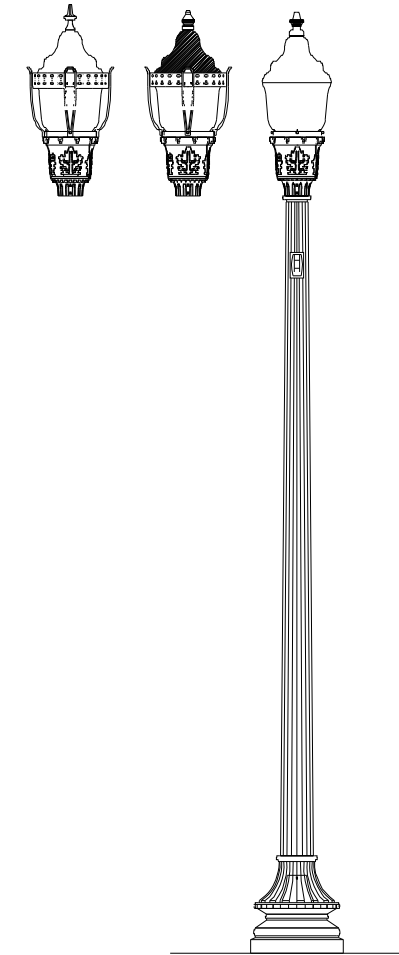
STA 16+00 TO 26+00



STA 26+00 TO 35+82.82



Schedule								
Symbol	Label	Description	Quantity Lamp	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	
⊕	A	(1) 39W LED POST TOP LUMINAIRE (4000K CCT, TYPE III) MOUNTED TO 11' - 6" FIBERGLASS POST WITH CONCRETE FOUNDATION	32	1	5247	0.819	39	



39W LED Post Top Luminaire with black leaf housing

11' - 6" Fiberglass Post with Concrete Foundation

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
STA 6+39.85 TO 16+00	+	0.4 fc	1.1 fc	0.0 fc	N/A	N/A
STA 16+00 TO 26+00	+	0.4 fc	1.1 fc	0.1 fc	11.0:1	4.0:1
STA 26+00 TO 35+82.82	+	0.3 fc	1.0 fc	0.1 fc	10.0:1	3.0:1

Note

Lighting design does not meet minimum average illuminance levels or uniformity ratios as per the IESNA Recommended Practices for local, collector, or major roadway (IES RP-8-14) with high, medium, or low pedestrian conflict.



Harris Road Project - Version 2
Ypsilanti Township, MI
DTE Photometric Site Plan
Community Lighting Group

Designer
M. Valascho
Date
11/2/2017
Scale
Not to Scale
Drawing No.

Summary



November 21, 2017

Ypsilanti Township
Attn: Karen Lovejoy Roe
7200 S Huron River Dr
Ypsilanti, MI 48197

Re: Proposed Street Lighting – Along N Harris Rd between Michigan Ave & Holmes Rd

I have completed the review of your request to install new ornamental street lights along N Harris Rd between Michigan Ave & Holmes Rd.

This proposal includes the following specification. DTE Energy Community Lighting will install (32) new stock 39watt Granville acorn LED fixtures with black housings. All fixtures to be mounted on stock black fluted fiberglass 11'-6" Mainstreet posts with concrete foundations.

The costs are based on the Option 1 Municipal Street Light rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the construction cost be paid by the customer, which is determined by the following formula.

32 New Fixtures Mounted on 32 New Posts

Annual Operating Cost	\$9,391.36
Cost to Construct	\$198,344.51
Minus 3-Year Revenue Credit	(\$28,174.08)
Contribution from Ypsilanti Twp	\$170,170.43

The price quoted herein shall be in effect for period of six months from the date of this letter. After installation, the total cost for additional modification, relocation or removal will be the responsibility of requesting party.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation. Feel free to contact me at 734.397.4188 with any questions you may have.

Sincerely

Lance Alley

Lance Alley
Account Manager
DTE Energy - Community Lighting

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of November 28, 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:	48227260	
	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 Veterans Memorial Dr and in the parking lots at Ypsilanti Township Civic Center at 7200 S Huron River Dr, as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	31	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	<p>Install (27) new stock 135 watt Autobahn LED fixtures with black housings mounted on (23) stock 30' black steel davit arm poles with concrete foundations. Nineteen of the poles to be installed are stock black single Code 06B poles. Four of the poles to be installed are stock grey twin Code 87 poles and are to be painted black. Two of the Code 87 pole foundations to be installed in the parking lot area will require high band foundations.</p> <p>Install (4) new stock 60 watt Granville acorn LED fixtures with black housings to be mounted on (4) new stock 11'-6" black fiberglass fluted posts with concrete foundations to light the pathway near the Township building.</p> <p>Remove all existing Ypsilanti Township owned posts and fixtures along Veterans Memorial Dr and in the parking lots at Ypsilanti Township Civic Center.</p>	
5. Estimated Total Annual Lamp Charges	\$9,504.27	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$158,534.82
	Credit for 3 years of lamp charges:	\$28,512.81
	CIAC Amount (cost minus revenue)	\$130,022.01
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.	

<p>9. Does the requested Customer lighting design meet IESNA recommended practices?</p>	<p>(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices</p> <p style="text-align: center;">Signature: _____</p>
<p>10. Customer Address for Notices:</p>	<p>Charter Township of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe</p>

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: _____

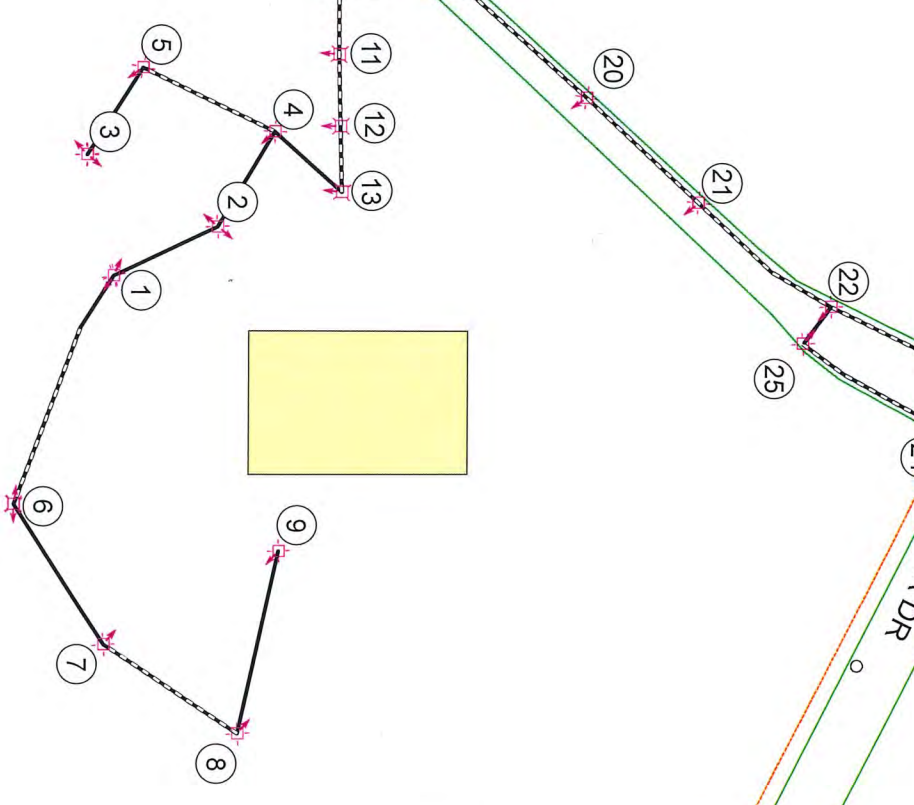
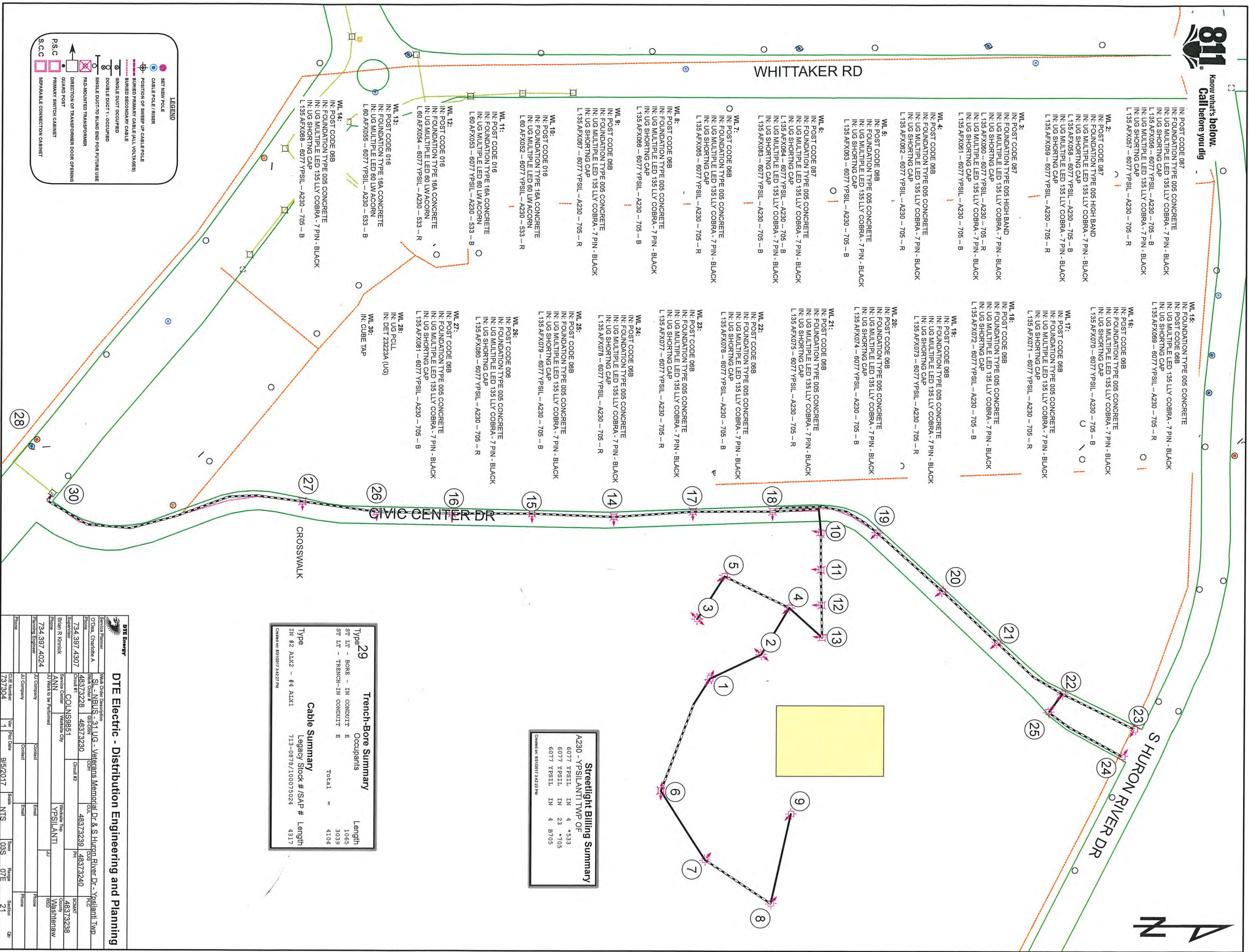
Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



Know what's Below.
Call before you dig.



Streetlight Billing Summary
A230 - YPSILANTI TWP OF

6077 YPSIL	IN	4	*533
6077 YPSIL	IN	23	*705
6077 YPSIL	IN	4	8705
Total			

Checked on 8/10/2017 14:22:37 PM

Trench-Bore Summary

Type	Length
SR LR - BORE - IN CONDUIT E	1065
SR LR - TRENCH-IN CONDUIT E	3039
Total	4104

Cable Summary

Type	Length
IN #2 ALX2 - #4 ALX1	713
Legacy Stock # /SAP #	100075024
	4317

Checked on 8/10/2017 14:22:37 PM

DTE Electric - Distribution Engineering and Planning

Project Description	SL - NBUS - 31 UG - Veterans Memorial Dr & S Huron River Dr - Ypsilanti Twp	
Client	GRANDIN	48373228
Contract #	48373228	48373230
Contract #2	48373239	48373240
Contract #3	48373238	
Contract #4	48373238	
Contract #5	48373238	
Contract #6	48373238	
Contract #7	48373238	
Contract #8	48373238	
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Contract #97	48373238	
Contract #98	48373238	
Contract #99	48373238	
Contract #100	48373238	



September 6, 2017

Ypsilanti Township
Attn: Karen Lovejoy Roe
7200 S Huron River Dr
Ypsilanti, MI 48197

Re: Proposed Street Lighting – Along Veterans Memorial Dr between S Huron River Dr & Whittaker Rd

I have completed the review of your request for proposed lighting and have prepared a cost estimate for removal of existing Township owned street lights and installation of 31 new DTE Energy owned and maintained street lights. The proposal assumes (27) new stock 135watt Autobahn LED fixtures with black housings mounted on (23) stock 30' black steel davit arm poles with concrete foundations. The proposal also assumes (4) new stock 60watt Granville LED acorn fixtures mounted on (4) stock 12' black fiberglass flued posts with concrete foundations to light the pathway near the Township building. Please see attached sketch.

The costs are based on the Edison Option 1 Streetlight rate, where Detroit Edison installs, owns, and maintains the lighting system. The rate requires a portion of the construction cost be paid by the customer, which is determined by the following formula.

Remove Existing Township Posts & Fixtures – Install 31 New Street Lights Mounted on 27 New Street Light Poles

Annual operating cost	\$9,504.27
Cost to construct	\$158,534.82
Minus 3yrs revenue	(\$28,508.81)
Contribution from Ypsilanti Township	\$130,026.01

The price quoted shall be in effect for a period of six months from the date of this letter, after which these costs will no longer be valid. After installation, the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation. Feel free to contact me at 734.397.4188 with any questions you may have.

Regards,

Lance Alley

Lance Alley
Account Manager
DTE Energy - Community Lighting

CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2017-33

**ADOPTION OF REGULAR BOARD MEETING DATES
FOR THE 2018 CALENDAR YEAR**

NOW THEREFORE, BE IT RESOLVED that the attached schedule of dates and times be adopted for the Charter Township of Ypsilanti for the 2018 calendar year.

**CHARTER TOWNSHIP OF YPSILANTI
BOARD OF TRUSTEES**

SCHEDULE OF MEETINGS FOR 2018

Work Session 5:00 p.m. Civic Center Board Room	Regular Meeting 7:00 p.m. Civic Center Board Room
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In 2018, the Township Board will meet on the 1st and 3rd Tuesday of each month in February, March, April, May, October, and December and on the 3rd Tuesday of each month in January, June, July, August, September and November.

Tuesday January 16, 2018

Tuesday February 6, 2018
Tuesday February 20, 2018

Tuesday March 6, 2018
Tuesday March 20, 2018

Tuesday April 3, 2018
Tuesday April 17, 2018

Tuesday May 1, 2018
Tuesday May 15, 2018

Tuesday June 19, 2018*

Tuesday July 17, 2018*

Tuesday August 21, 2018*

Tuesday September 18, 2018*

Tuesday October 2, 2018
Tuesday October 16, 2018

Tuesday November 20, 2018

Tuesday December 4, 2018
Tuesday December 18, 2018

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

Special Meetings may be called with 24-hour notification.

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

*Board members should plan to reserve the first Tuesday of June, July, August and September in case a Special Meeting needs to be scheduled.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2017-34

ADOPTION OF ROBERT'S RULES OF ORDER

NOW THEREFORE, BE IT RESOLVED that Robert's Rules of Order shall be adopted by the Charter Township of Ypsilanti Board of Trustees for the 2018 calendar year.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2017-35

**DESIGNATION OF DEPOSITORIES
FOR 2018**

NOW THEREFORE, BE IT RESOLVED that Bank of Ann Arbor-Ypsilanti Office, Comerica Bank, Charter One, Ann Arbor State Bank, Fifth Third Bank, Chase Bank, P&C Bank, United Bank & Trust, Fidelity Bank, Huntington National Bank, Key Bank and TCF Bank and their successors be designated depositories for all Charter Township of Ypsilanti funds and securities for the 2018 calendar year.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2017-36

DESIGNATION OF NEWSPAPER OF CIRCULATION

NOW THEREFORE, BE IT RESOLVED that Washtenaw Legal and MLive/AnnArbor.com be designated as the newspapers of general circulation for the Charter Township of Ypsilanti advertisements and publications for the 2018 calendar year.

OTHER BUSINESS
