

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF REGULAR MEETING
NOVEMBER 20, 2018**

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

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township Resident commented on activities within Ypsilanti Township

Myla Harris, Township employee commented on a FOIA request she had submitted and the fees associated with that request.

CONSENT AGENDA

A. MINUTES OF THE OCTOBER 16, 2018 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR NOVEMBER 6, 2018 IN THE AMOUNT OF \$1,108,438.31**
- 2. STATEMENTS AND CHECKS FOR NOVEMBER 20, 2018 IN THE AMOUNT OF \$965,219.34**
- 3. CLARITY HEALTH CARE DEDUCTIBLE ACH EFT FOR OCTOBER 2018 IN THE AMOUNT OF \$26,722.25**
- 4. CLARITY HEALTH CARE ADMIN FEE OCTOBER 2018 IN THE AMOUNT OF \$1,101.00**

C. NOVEMBER 2018 TREASURER'S REPORT

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

The motion carried unanimously.

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ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters discussed updates on the various public nuisance and padlock issues on the agenda. Attorney Winters also offered a recap of the lawsuit between Ypsilanti Township vs. Judith Pontius and the possible appeal to the Michigan Supreme Court.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to appeal the Court of Appels Decision #340487 Charter Township of Ypsilanti vs. Judith Pontius to the Michigan Supreme Court.

The motion carried unanimously.

NEW BUSINESS

1. REQUEST OF HORIZON PERFORMING ARTS FOR A LOCAL GOVERNING BODY RESOLUTION FOR A CHARITABLE GAMING LICENSE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request of Horizon Performing Arts for a Local Governing Body Resolution For A Charitable Gaming License.

The motion carried unanimously.

2. RESOLUTION 2018-31, REQUEST APPROVAL OF YPSILANTI TOWNSHIP GRANTING TOWERPOINT ACQUISITIONS II, LLC ASSIGNMENT OF LEASE AND GRANT OF EASEMENT FOR CELL TOWER LOCATED AT 2801 HOLMES RD. FOR THE LUMP SUM PAYMENT OF \$176,400.00

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe for approval of Ypsilanti Township granting TowerPoint Acquisitions II, LLC assignment of Lease and Grant of Easement for Cell Tower located at 2801 Holmes Rd. for the lump sum payment of \$176,400.00 (see attached).

The motion carried unanimously.

3. REQUEST OF MARK NELSON, 14B COURT MAGISTRATE FOR APPROVAL OF A GRANT FROM THE STATE COURT ADMINISTRATIVE OFFICE UNDER THE OFFICE OF HIGHWAY SAFETY PLANNING IN THE AMOUNT OF \$62,000.00 AND A GRANT FROM THE MICHIGAN DRUG COURT GRANT PROGRAM IN THE AMOUNT OF \$94,000.00 FOR THE 14B COURT'S DRUG COURT DOCKET

A motion was made by Treasurer Doe, supported by Trustee Wilson to approve a grant from the State Court Administrative Office under the Office of Highway Safety Planning in the amount of \$62,000.00 and a grant from the Michigan Drug

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Court Grant Program in the amount of \$94,000.00 for the 14B Court's Drug Court Docket (see attached).

The motion carried unanimously.

4. REQUEST OF KIRK SHERWOOD, DIRECTOR OF GOLF FOR APPROVAL OF THE 2019 GOLF RATES AND UPDATES TO THE LEAGUE CONTRACT AND GOLF OUTING CONTRACT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross Williams to approve the 2019 Golf Rates and updates to the League Contract and Golf Outing Contract

The motion carried unanimously.

5. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR THE APPROVAL OF THE ADOPTION AGREEMENT WITH MERS TO ADD A SURPLUS DIVISION TO YPSILANTI TOWNSHIP' DEFINED BENEFIT PLAN

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Adoption Agreement with MERS to add a Surplus Division to Ypsilanti Township's Defined Benefit Plan (see attached).

The motion carried unanimously.

6. RESOLUTION 2018-32, ADOPTION OF ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution 2018-32, Adoption of Annual Exemption Option as set forth in 2011 Public Act 152, The Publicly Funded Health Insurance Contribution Act (see attached).

The motion carried unanimously.

7. REQUEST OF KAREN WALLIN, HUMAN RESOURCES TO WAIVE THE FINANCIAL POLICY AND APPROVE THE CUSTOMER SERVICE AGREEMENT WITH UNIFIRST TO PROVIDE UNIFORMS AND LAUNDERING SERVICE FOR ALL NON-CLERICAL STAFF WITHIN THE AFSCME UNION IN AN ESTIMATED AMOUNT OF \$4,900.00 YEARLY TO BE BUDGETED IN THE 2019 FISCAL YEAR BUDGET

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to waive the financial policy and approve the Customer Service Agreement with Unifirst to Provide uniforms and laundering service for all non-clerical staff within the AFSCME Union in an estimated amount of \$4,900.00 yearly to be budgeted in the 2019 Fiscal Year Budget (see attached).

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The motion carried unanimously.

- 8. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR APPROVAL OF CHANGE ORDER #1 TO THE AUTHORIZING DOCUMENT WITH GRAPHIC SCIENCE, INC. TO DIGITIZE PAPER RECORDS IN THE AMOUNT OF \$29,165.00 TO BE BUDGETED IN LINE ITEM #249-249-000-801-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to approve Change Order #1 to the Authorizing Document with Graphic Science, Inc. to digitize paper records in the amount of \$29, 165.00 to be budgeted in line item #249-249-000-801-000 contingent upon approval of the budget amendment (see attached).

The motion carried unanimously.

- 9. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1032 GROVE RD., 2545 COOLIDGE AVE., 9822 WOODLAND CT., 1580 S. HARRIS, AND 670 ONANDAGA AVE. IN THE AMOUNT OF \$50,000 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Trustee Jarrell Roe, supported by Trustee Ross Williams for authorization to seek legal action if necessary to abate public nuisance property located at 1032 Grove Rd., 2545 Coolidge Ave., 9822 Woodland Dr., 1580 S. Harris and 670 Onandaga Ave. in the amount of \$50,000.00 budgeted in line item #101-950-000-801-023.

The motion carried unanimously.

- 10. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION TO ABATE PUBLIC NUISANCE DRUG HOUSES BY PADLOCKING LOCATED AT 1392 HOLMES RD., 1625-55 PARKWOOD AVE., AND 7586 WARWICK DR. IN THE AMOUNT OF \$30,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe for authorization to seek legal action to abate public nuisance drug houses by padlocking located at 1392 Holmes Rd., 1625-55 Parkwood Ave., and 7586 Warwick Dr. in the amount of \$30,000.00 budgeted in line item #101-950-000-801-023.

The motion carried unanimously.

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11. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE THE QUOTE FROM CADILLAC ASPHALT FOR ASPHALT REPAIR AT THE CIVIC CENTER IN THE AMOUNT OF \$12,240.00 BUDGETED IN LINE ITEM #101-970-000-971-008

A motion was made by Trustee Jarrell Roe, supported by Trustee Eldridge to waive the financial policy and approve the quote from Cadillac Asphalt for asphalt repair at the Civic Center in the amount of \$12,240.00 budgeted in line item #101-970-000-971-008.

The motion carried unanimously.

12. REQUEST FOR AUTHORIZATION OF PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF ONE (1) ONE NEW WOOD POLE WITH CODE 48 SUPPORT ARM AND 135 WATT LED WITH GRAY HOUSING WITH PHOTO CONTROL TO BE LOCATED INTERSECTION OF CLARK RD. AND PAGEANT IN THE AMOUNT OF \$3,701.63 TO BE BUDGETED IN LINE ITEM #101-956-000-926-050 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross Williams to authorize the purchase agreement with DTE For the installation of one (1) new wood pole with code 48 support arm and 135 watt LED with gray housing with photo control arm to be located at the intersection of Clark Rd. and Pageant in the amount of \$3,701.63 to be budgeted in line item #101-956-000-926-050 contingent upon approval of the budget amendment (see attached).

The motion carried unanimously.

13. REQUEST FOR AUTHORIZATION OF PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF ONE (1) ONE NEW WOOD POLE WITH CODE 48 SUPPORT ARM AND 135 WATT LED WITH GRAY HOUSING WITH PHOTO CONTROL TO BE LOCATED INTERSECTION OF AIRPORT INDUSTRIAL AND PARKWOOD AVE. IN THE AMOUNT OF \$1,775.51 TO BE BUDGETED IN LINE ITEM #101-956-000-926-050 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

A motion was made by Trustee Wilson, supported by Trustee Eldridge to authorize the purchase agreement with DTE For the installation of one (1) new wood pole with code 48 support arm and 135 watt LED with gray housing with photo control arm to be located at the intersection of Clark Rd. and Pageant in the amount of \$1,775.51 to be budgeted in line item #101-956-000-926-050 contingent upon approval of the budget amendment (see attached).

The motion carried unanimously.

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14. BUDGET AMENDMENT #16

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

The motion carried unanimously.

**15. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY, DECEMBER 4, 2018
AT APPROXIMATELY 7:00 PM FOR 2019 FISCAL YEAR BUDGET**

A motion was made by Trustee Jarrell Roe, supported by Trustee Wilson to set a public hearing date of Tuesday, December 4, 2018 at approximately 7:00pm for the 2019 Fiscal Year Budget

The motion carried unanimously.

OTHER BUSINESS

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

The meeting was adjourned at 8:02pm

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP
OF YPSILANTI**

RESOLUTION NO. 2018-31

WHEREAS, this Board, as landlord, entered into a Communications Site Lease Agreement (Ground) dated July 21, 2006, with T-Mobile Central LLC, a Delaware limited liability company, as tenant, as amended (the "Lease"), for a specific portion of property located at 2801 Holmes Road and 2770 East Clark Road, Ypsilanti, Michigan 48198 (herein the "Property"); and

NOW THEREFORE BE IT RESOLVED, that this Board of Trustees shall enter into a transaction with TowerPoint Acquisitions II, LLC, or its nominee (herein "TowerPoint"), whereby the Board shall grant TowerPoint assignment of the Lease and a ninety-nine (99) year term Grant of Easement (hereby the "Easement") and other such documents necessary to affect the execution thereof in exchange for the payment of \$176,400.00 to the Board by TowerPoint in a lump sum payment; and

BE IT FURTHER RESOLVED, that Brenda L. Stumbo, as Supervisor, and Karen Lovejoy Roe, as Treasurer/Clerk, are authorized to execute the Easement, and such other documents as may be required by TowerPoint.

WHEREAS the sale is pursuant to all applicable State, County and Municipal statutes, ordinances, rules and regulations and Township policies and procedures; and


APPROVED AND ADOPTED by the following Trustees, this 20th day of November, 2018, at a regularly called meeting.

Karen Lovejoy Roe moved, seconded by Heather Jarrell Roe that the foregoing resolution be adopted.


Ayes: 7

Nays: 0

APPROVED:

By: 
Brenda L. Stumbo, Supervisor

ATTEST:

By: 
Karen Lovejoy Roe, Treasurer/Clerk



TitleVest Agency, LLC

110 E. 42nd Street, 10th Floor • New York, NY 10017
Office Phone:(212)757-5800 Office Fax:(212)757-0466

Seller's Final Settlement Statement

Property Address: 2801 Holmes Road, 2770 E Clark Road, Ypsilanti, MI 48198

File No: FAM1666133

Officer: /jm

Settlement Date: 11/29/2018

Disbursement Date: 11/29/2018

Print Date: 11/07/2018, 3:02 PM

Buyer: Towerpoint Acquisitions II, LLC

Seller: The Township of Ypsilanti, a Municipal Corporation

Charge Description	Seller Charge	Seller Credit
Consideration:		
Total Consideration		176,400.00
Cash (X To) (From) Seller	176,400.00	
Totals	176,400.00	176,400.00

SELLER(S):

The Township of Ypsilanti, a Municipal Corporation

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

By: Karen Lovejoy Roe
Name: Karen Lovejoy Roe
Title: Treasurer/Clerk

Initials: _____

**NOTICE OF ASSIGNMENT OF LEASE AND
REDIRECTION OF RENT PAYMENTS**

_____, 2018

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Real Estate Administration Dept.

Re: Cell Site
Telecommunications Site Lease ("Lease")
Site No: 829178
Site Name: YCUA
Site Address: 2801 Holmes Road and 2770 East Clark Road, Ypsilanti, Michigan 48197
Property Owner ("Landlord"): Township of Ypsilanti

Dear Sir or Madam:

Effective _____, 2018, all rights of the undersigned Landlord in and to the Lease were assigned to TOWERPOINT ACQUISITIONS II, LLC. The Landlord will continue to own the premises. Please find enclosed an executed Assignment of Lease which will be recorded evidencing the transfer of the Landlord's interest.

Any amounts payable by you to Landlord under the Lease, other than property tax reimbursements, should now be made payable to "TOWERPOINT ACQUISITIONS II, LLC." However, payments of real or personal property taxes, assessments and utilities, should continue to be paid as provided since commencement of the lease. Payments made by you to taxing authorities should continue without interruption. Reimbursements by you to Landlord for real or personal property taxes and utility reimbursement should continue without interruption.

PAYMENTS TO BE SENT TO:

TOWERPOINT ACQUISITIONS II, LLC
P.O. Box 734211
Dallas, TX 75373-4211

This notice is subject to further information you may receive from TOWERPOINT ACQUISITIONS II, LLC. All future correspondence regarding the lease or any other issue related to your use of the property should be delivered to:

TOWERPOINT ACQUISITIONS II, LLC
c/o TowerPoint Capital, LLC
Six Concourse Parkway, Suite 1450
Atlanta, Georgia 30328

If you would like to make payments electronically or if you have any questions about the foregoing, please contact Jenni Ling, whose phone number is 678-775-0375, and fax number is 678-775-0361.

Thank you very much,

TOWNSHIP OF YPSILANTI

By: *Brenda L. Stumbo*
Name: Brenda L. Stumbo, Supervisor

STATE OF Michigan
COUNTY OF Washtenaw } ss.

says under oath:

On this 20 day of November, 2018, before me, the undersigned notary public, personally appeared Brenda L. Stumbo, and proved to me through satisfactory evidence of identification, which was personal knowledge driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Supervisor of Township of Ypsilanti.

{affix notary seal or stamp}

Maria C. Batiaris
Notary Public
My Commission Expires: 4-5-2019

MARIA C. BATIANIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires April 5, 2019
Acting in the County of Washtenaw

Thank you very much,

TOWNSHIP OF YPSILANTI

By: Karen Lovejoy Roe
Name: Karen Lovejoy Roe, Treasurer/Clerk

STATE OF Michigan
COUNTY OF Washtenaw } ss.

says under oath:

On this 20 day of November, 2018, before me, the undersigned notary public, personally appeared Karen Lovejoy Roe, and proved to me through satisfactory evidence of identification, which was personal knowledge (driver's license) passport/____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Treasurer/Clerk of Township of Ypsilanti.

{affix notary seal or stamp}

Maria Batianis
Notary Public
My Commission Expires: 4-5-2019

MARIA C. BATIANIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires April 5, 2019
Acting in the County of Washtenaw

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	TowerPoint Acquisitions II, LLC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)	
Six Concourse Parkway, Suite 1450			
6 City, state, and ZIP code Atlanta, Georgia 30328			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	3	-	0	9	1	0	3	0	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

7/2/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

ORIGIN ID:TMAA (678) 775-0372
LEGAL DEPT
TOWERPOINT CAPITAL LLC
SIX CONCOURSE PARKWAY
SUITE 1450
ATLANTA, GA 30328
UNITED STATES US

SHIP DATE: 17NOV18
ACTWGT: 0.50 LB
CAD: 102388865/NET4040

BILL SENDER

TO ATTN: REAL ESTATE ADMIN. DEPT.
CROWN CASTLE
2000 CORPORATE DR

CANONSBURG PA 15317

(678) 775-0372

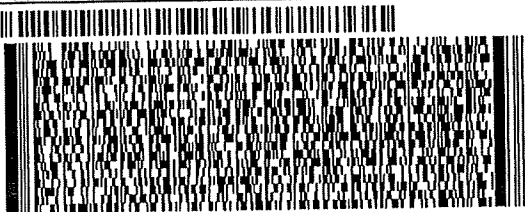
REF: YPSILANTI-CROWN REDIRECT

INV

PO:

DEPT:

552,81C382DCA5

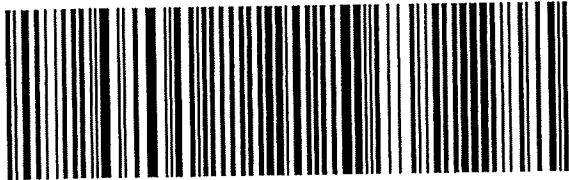


WED - 21 NOV 4:30P
EXPRESS SAVER

TRK# 7736 7316 5327
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SH PITA

15317
PA-US PIT



When affixing this label:
1. Use the "Print" button on the page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place this shipping label on the back of your shipment so that the barcode portion of the label can be read and scanned.
Warning: Use only the provided origin label for shipping. Using a previously used label is prohibited. Shipping labels are provided for use with FedEx, Service Guides, available on FedEx.com. FedEx will not be responsible for any claims in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivered, or undelivered, unless you purchase a higher value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within 90 days of the date of loss, damage, delay, non-delivery, misdelivered, or undelivered. Additional charges, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your UPS is required to recover from FedEx for any loss, including intrinsic value of the package, loss of value, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the amount of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within 90 days of the date of loss, damage, delay, non-delivery, misdelivered, or undelivered. Additional charges, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply.

TitleVest®

OWNER'S AFFIDAVIT OF TITLE AND GAP INDEMNITY AGREEMENT

STATE OF Michigan)

COUNTY OF Washtenaw } SS:

FILE NO.: FA-MI-666133

BEFORE ME, the undersigned, personally appeared Brenda L. Stumbo and Karen Lovejoy Roe ("Affiant"), who first being duly sworn, deposes and says:

1. Affiant is the Supervisor and Treasurer/Clerk respectively of Township of Ypsilanti ("the "Owner") and is duly authorized to make this Affidavit of Title and Gap Indemnity Agreement ("Agreement") on behalf of Owner and to bind Owner as Indemnitor to TitleVest Agency, LLC individually and as agent for First American Title Company ("First American"), under all representations and agreements stated herein.
2. Owner is the titleholder of that certain real property described in the above-referenced Title Commitment or as identified on Exhibit A attached hereto (the Property).
3. Affiant has no knowledge of any unrecorded easements, or claims of easements affecting the Property, except as shown in commitments issued and surveys provided for the Property.
4. No proceedings in bankruptcy or receivership have been instituted by or against the Owner within the last 10 years, and that the Owner has never made an assignment for the benefit of creditors within the last 10 years.
5. Affiant is not aware of any boundary line disputes or discrepancies affecting the Property, or any material encroachments of improvements located on the Property, other than described on surveys provided or described in commitments issued on said Property.
6. Owner has not entered into any written agreement, nor is the Owner aware of anyone else entering into any written agreement with any real estate broker, nor is Owner aware of anyone who has provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, or otherwise conveying or acquiring any interest in the Property.
7. All real estate taxes, special assessments, water and sewer charges, and management fees, if any, are fully paid, except for those real estate taxes to be paid at closing.
8. There are no unrecorded options or contracts to purchase, rights of first refusal, contracts for deed or mortgage commitments, or unrecorded deeds, easements or rights-of-way for users or adverse interest with respect to the Property, except as referenced in the title commitment or in Exhibit B attached hereto (if applicable).
9. There are no unrecorded existing tenancies, leases or other occupancies affecting the Property, except as referenced in the title commitment or in Exhibit B attached hereto (if applicable), and that such unrecorded leases or other occupancies, if any, contain no options to purchase the Property or rights of first refusal, except as referenced in the title commitment or in Exhibit B attached hereto (if applicable).

10. There is no action or proceeding, including, but not limited to, bankruptcy, which is now pending against Owner in any State or Federal Court, nor is there any attachment, judgment or other encumbrance which may now constitute a lien upon the Property, nor are there any claims or pending claims against Owner which may be satisfied through a lien or attachment against the Property.
11. Owner has received no written notice (except as may have been disclosed in the public records of the applicable jurisdiction) of an officially proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body; and to the undersigned's knowledge, there has been no work done on the Property, nor notice received that work is to be done on the Property by the municipality (county, city, borough or township), or at its discretion, including but not limited to the installation of water or sewer lines or of other utilities, or for water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.
12. That there are no unrecorded labor, mechanics' or materialmen's liens against the Property, and no material has been furnished to or labor performed upon the Property except such that have been paid for in full.

For and in consideration of First American and its agents issuing the policies to be issued under the Title Commitment without taking exception to or making requirements to remedy the effect of (i) interests in the Property described in the affidavit portion of this Agreement ("Affidavit Matters") or (ii) interests created by instruments first appearing of record after the effective date of the Title Commitment and prior to the effective date of the policies of title insurance to be issued under the Title Commitment ("Gap Matters"), Owner hereby agrees (a) to promptly defend, remove, bond or otherwise dispose of any Affidavit Matter or any Gap Matter that is the result of any act or omission of the Owner and (b) to hold and save First American and its agents harmless, and to protect and indemnify First American and its agents, from and against any and all liabilities or claims of liability, losses, costs, charges, expenses and damages of any kind or character whatsoever, including, but not limited to reasonable attorney's fees, incurred or sustained, directly or indirectly, by First American and its agents by reason of or arising out of any Affidavit Matter or any Gap Matter that is the result of any act or omission of Owner.

Affiant makes this Affidavit under the penalty of perjury.

Brenda L. Stumbo

Name: Brenda L. Stumbo

Title: Supervisor

Karen Lovejoy Roe

Name: Karen Lovejoy Roe

Title: Treasurer/Clerk

Sworn to before me this 20 day of November, 2018

Maria C. Batianis

Notary

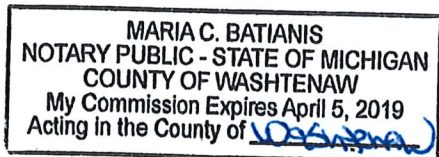


EXHIBIT A

Land in the Township of Ypsilanti, Washtenaw County, MI, described as follows:

PARCEL 1:

Part of the Northwest 1/4 of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as follows: Beginning at the Center of said Section 1, thence South 87 degrees 36 minutes 15 seconds West 1674.37 feet along the East-West ¼ line; thence North 00 degrees 18 minutes 10 seconds West 1,470.76 feet; thence North 87 degrees 04 minutes 55 seconds East 651.18 feet along the center of Clark Road; thence South 21 degrees 57 minutes 50 seconds East 486.79 feet; thence South 87 degrees 08 minutes 00 seconds West 676.72 feet; thence South 02 degrees 52 minutes 00 seconds East 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 850.00 feet; thence North 02 degrees 52 minutes 00 seconds West 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 300.00 feet; thence North 02 degrees 52 minutes 00 seconds West 460.00 feet; thence North 87 degrees 04 minutes 55 seconds East 146.27 feet; thence South 02 degrees 55 minutes 05 seconds East 115.00 feet; thence North 87 degrees 04 minutes 55 seconds East 239.72 feet; thence South 00 degrees 18 minutes 10 seconds East 1371.04 feet along the North-South ¼ line to the Point of Beginning.

PARCEL 2:

Beginning at a point in the centerline of Clark Road 1466.28 feet South and 1013.81 feet due West of the North 1/4 corner of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan and running thence along the centerline of Clark Road North 87 degrees 08 minutes 00 seconds East 632.55 feet; thence South 2 degrees 52 minutes 00 seconds East 460.00 feet; thence South 87 degrees 08 minutes 00 seconds West 300.00 feet; thence South 2 degrees 52 minutes 00 seconds East 730.00 feet; thence South 87 degrees 08 minutes 00 seconds West 850.00 feet; thence North 2 degrees 52 minutes 00 seconds West 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 676.72 feet; thence North 21 degrees 57 minutes 50 seconds West 486.79 feet to the place of beginning, being part of the Northwest 1/4 of said Section.

CERTIFICATE OF NON FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform TOWERPOINT ACQUISITIONS II, LLC (the "Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by TOWNSHIP OF YPSILANTI (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. That the Transferor is the owner of the following described property, to wit:
Block/lot:
Parcel ID: 11-01-200-002 and 11-01-200-003
County: Washtenaw
Address: 2801 Holmes Road and 2770 East Clark Road, Ypsilanti, Michigan 48198
2. The Transferor is not a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations).
3. The Transferor's U.S. taxpayer identification number is: 38-6067433.
4. The Transferor's address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197.
5. The Transferor has presented to the Notary Public, as proof of identity, a valid state/U.S. government issued Photo ID to establish and verify that the Transferor is the same party involved in the subject transaction.

ID Type: Driver's License
Issued in the State of: Michigan
Number: S 351 298 497 772
Date of Birth: 10-7-1961

ID Type: Driver's License
Issued in the State of: Michigan
Number: R 000 488 461 653
Date of Birth: 8-21-1954

6. The Transferor understands that this certification will be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS CERTIFICATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEVE IT IS TRUE, CORRECT AND COMPLETE, AND I FURTHER DECLARE THAT I HAVE AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.

DATED: 11-20-2018

BY: TOWNSHIP OF YPSILANTI

Brenda L. Stumbo

NAME: Brenda L. Stumbo

TITLE: Supervisor

Karen Lovejoy Roe

NAME: Karen Lovejoy Roe

TITLE: Treasurer/Clerk

Sworn to before me this 20 day of November, 2018.

Maria Batianis

Notary Public

MARIA C. BATIANIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires April 5, 2019
Acting In the County of Washtenaw

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING
(as required by the Internal Revenue Service)

Section 6045(e) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information on every real estate transaction. From the information you provide below, a Form 1099-S will be produced, and a copy of it will be furnished to the IRS and to you no later than February 1st of the next year. If you fail to furnish adequate information (in particular, a taxpayer identification number) then you may be subject to civil or criminal penalties imposed by law.

Closing Date: _____, 2018
Transaction Type: Commercial

TRANSACTION INFORMATION

Seller's Name: Township of Ypsilanti

Taxpayer Identification Number: 38-6007433

Address: 7200 S. Huron River Drive, Ypsilanti, Michigan 48197

Gross Proceeds: \$176,400.00

Description of Property: Commercial property located in Washtenaw County, and being known as 2801 Holmes Road and 2770 East Clark Road, Ypsilanti, Michigan 48198

I certify that the above information is correct and I understand that it will appear on a Form 1099-S that will be sent to me and to the Internal Revenue Service.

Sworn to and subscribed before me on
November 20, 2018.

OWNER: Township of Ypsilanti

Maria Batianis
Notary Public

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

My commission expires: 4-5-2019

[NOTARY SEAL]

By: Karen Lovejoy Roe
Name: Karen Lovejoy Roe
Title: Treasurer/Clerk

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CHARTER TOWNSHIP OF YPSILANTI

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **Governmental Municipality**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

7200 South Huron River Drive

6 City, state, and ZIP code

Ypsilanti, MI 48197

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
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or

Employer identification number

3	8	-	6	0	0	7	4	3	3
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Javonna M. Neel
 Accounting Dir.

Date ▶

11/9/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 2018, by and between TOWNSHIP OF YPSILANTI (hereinafter referred to as "Seller"); TOWERPOINT ACQUISITIONS II, LLC (hereinafter referred to as "Purchaser"); (Seller and Purchaser are sometimes hereinafter referred to jointly as "Parties and individually as "Party") and TITLEVEST AGENCY, LLC (hereinafter referred to as "Escrow/Settlement Agent");

WITNESSETH

WHEREAS, Seller and Purchaser have entered into an agreement for the purchase and sale of an easement to a portion of that certain property more particularly described on attached "EXHIBIT A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, Purchaser and Seller desire to have Escrow/Settlement Agent receive original executed documents, receive proceeds from Purchaser and disburse said proceeds according the instructions set forth below.

NOW, THEREFORE, in consideration of the premises and of good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purchaser and Seller hereby appoint TitleVest Agency, LLC as Escrow/Settlement Agent hereunder.
2. Purchaser shall deliver to Escrow/Settlement Agent the Purchaser's Closing Costs, as set forth on the Purchaser's Settlement Statement, in the form of a wire transfer to an account so designated by Escrow/Settlement Agent. Said account shall have immediate availability to funds as to not delay funding of Seller's proceeds.
3. The Escrow/Settlement Agent agrees to hold and disburse said funds, in accordance with the executed Settlement Statement, as hereinafter provided.
4. Upon receipt of the required "Closing Documents" as noted on Closing Instruction Letter attached hereto as Exhibit "B" and the Purchaser's closing costs as noted in Item #2 above, Escrow/Settlement Agent shall timely deliver the Seller's Proceeds to Seller, as directed by Seller pursuant to the Seller Disbursement Authorization on Exhibit 'C'. Escrow/Settlement Agent is specifically given permission to withhold a reserve to pay and/or secure evidence of payment of delinquent taxes, interest and penalties, if any.
5. Upon funding of the Seller's Proceeds, Escrow/Settlement Agent will forward the appropriate original documents for recordation in the appropriate jurisdiction and title to the estate purchased shall be considered vested in Purchaser and the document shall be considered binding and enforceable.
6. In the event that the contemplated sale shall not take place, upon written notification from both Purchaser and Seller the Escrow/Settlement Agent shall deliver any funds received to Purchaser or as otherwise instructed by the parties hereto. Original documents shall be returned or destroyed as instructed by the parties hereto.
7. The Parties hereto covenant and agree that in performing any of its duties under this Agreement, Escrow/Settlement Agent shall be reimbursed by the responsible party for any loss or damage (including reasonable in-house or outside attorney's fees and expenses) which it may incur as a result of serving as Escrow/Settlement Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence. Accordingly, Escrow/Settlement Agent shall not incur any liability with respect to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in the Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow/Settlement Agent shall in good faith believe (a) to


be genuine, (b) to have been signed or presented by a proper person or persons, and/or (c) to conform with the provisions of this Escrow Agreement. In no event shall Escrow/Settlement Agent's liability exceed the amount of its fee for acting as Escrow/Settlement Agent.

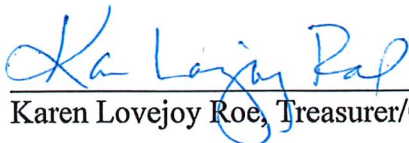
8. In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow/Settlement Agent to justify its doing so, Escrow/Settlement Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged. Escrow/Settlement Agent shall be reimbursed for all costs and fees incurred, including reasonable attorney fees, from the unsuccessful Party or out of the escrow if no judicial determination is made.
9. With regard to any transfer taxes or title related charges which are required to be paid by the responsible party for payment in connection with this transaction, the responsible party for payment hereby agrees to pay to TitleVest Agency, LLC ("Title Company") promptly upon demand, any shortfall in any such transfer taxes or charges that should have been charged and collected from the responsible party for payment but were not for whatever reason including a County Clerk's, Recorder's or Registry's clerical error or oversight in collecting said transfer taxes or title related charges. The Parties further agree, if requested by the Title Company, to promptly and fully cooperate and adjust any clerical error, correction or omission of any document, if deemed necessary or desirable by the Title Company. Excess transfer taxes, if any, shall be held by the Title Company for up to six (6) months following the closing, pending possible assessment or re-assessment by the taxing authority.
10. This document may be executed in counterparts and said counter parted signatures shall be considered as a whole. Facsimile signature of this Escrow Agreement, and any instructions, directions or requests, made among the parties hereto shall be deemed to be reliable, binding and enforceable upon said parties.
11. In the event any of the original executed documents deposited in escrow misstate or inaccurately reflect information contained therein, and said misstatement or inaccuracy is due to a mistake on the part of clerical error, then in such event Purchaser or Seller shall, upon request by the other and in order to correct such misstatement or inaccuracy, execute such new documents as may be deemed necessary to remedy said inaccuracy or mistake, or slip sheet pages of documents to remedy said inaccuracy or mistake upon receipt of written approval by the parties to the original executed document. Further, Purchaser and Seller agree that in such event they will provide joint direction to Escrow Agent to revise the documents accordingly.

(Signatures to appear on next page)

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

SELLER: TOWNSHIP OF YPSILANTI

BY: 
Brenda L. Stumbo, Supervisor

BY: 
Karen Lovejoy Roe, Treasurer/Clerk

ADDRESS: 7200 S. Huron River Drive
Ypsilanti, Michigan 48197

PHONE: (734) 481-1120

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

PURCHASER: TOWERPOINT ACQUISITIONS II, LLC

BY:

NAME:

JESSE M. WELLNER

TITLE:

CHIEF EXECUTIVE OFFICER

ADDRESS:

SIX CONCOURSE PARKWAY, SUITE 1450
ATLANTA, GEORGIA 30328

PHONE:

678-775-0360

FAX:

678-775-0361

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

ESCROW AGENT: TITLEVEST AGENCY, LLC

BY: _____
NAME: Joseph Mangus
TITLE: Escrow Officer

ADDRESS: 110 East 42nd Street, 10th Floor
New York, NY 10017

PHONE: 646-429-3125
FAX: 212-757-0466 (fax)
EMAIL: joseph.mangus@titlevest.com

EXHIBIT A

Land in the Township of Ypsilanti, Washtenaw County, MI, described as follows:

PARCEL 1:

Part of the Northwest 1/4 of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as follows: Beginning at the Center of said Section 1, thence South 87 degrees 36 minutes 15 seconds West 1674.37 feet along the East-West 1/4 line; thence North 00 degrees 18 minutes 10 seconds West 1,470.76 feet; thence North 87 degrees 04 minutes 55 seconds East 651.18 feet along the center of Clark Road; thence South 21 degrees 57 minutes 50 seconds East 486.79 feet; thence South 87 degrees 08 minutes 00 seconds West 676.72 feet; thence South 02 degrees 52 minutes 00 seconds East 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 850.00 feet; thence North 02 degrees 52 minutes 00 seconds West 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 300.00 feet; thence North 02 degrees 52 minutes 00 seconds West 460.00 feet; thence North 87 degrees 04 minutes 55 seconds East 146.27 feet; thence South 02 degrees 55 minutes 05 seconds East 115.00 feet; thence North 87 degrees 04 minutes 55 seconds East 239.72 feet; thence South 00 degrees 18 minutes 10 seconds East 1371.04 feet along the North-South 1/4 line to the Point of Beginning.

PARCEL 2:

Beginning at a point in the centerline of Clark Road: 1466.28 feet South and 1013.81 feet due West of the North 1/4 corner of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan and running thence along the centerline of Clark Road North 87 degrees 08 minutes 00 seconds East 632.55 feet; thence South 2 degrees 52 minutes 00 seconds East 460.00 feet; thence South 87 degrees 08 minutes 00 seconds West 300.00 feet; thence South 2 degrees 52 minutes 00 seconds East 730.00 feet; thence South 87 degrees 08 minutes 00 seconds West 850.00 feet; thence North 2 degrees 52 minutes 00 seconds West 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 676.72 feet; thence North 21 degrees 57 minutes 50 seconds West 486.79 feet to the place of beginning, being part of the Northwest 1/4 of said Section.

EXHIBIT 'B'

Closing Instruction Letter

- 1) Seller and Purchaser to execute in Counterpart this Escrow Agreement. Facsimile or Originals to be provided to TitleVest Agency, LLC (1 Copy or Original)
- 2) Seller and Purchaser to Execute, Notarize and Witness the Grant of Easement and Assignment of Lease and other required documents in form for recording/filing, together with recording/filing fees and transfer taxes. Original fully executed document to be forwarded to TitleVest Agency, LLC (2 Originals)
- 3) Seller and Purchaser to execute the Settlement Statement and forward originals to TitleVest Agency, LLC (1 Original or Copy-with 1 Original to be received within 2 business days of closing)
- 4) Seller to provide Owners Affidavit executed and notarized by all Sellers. (1 Original)
- 5) Seller to provide Corporate Resolution executed. (1 Original or Copy).
- 6) Seller to complete Exhibit 'C' of this Escrow Agreement. In the event the Seller Disbursement Authorization is not completed as enclosed the Escrow Agent shall forward Sellers Proceeds via standard U.S. Mail to the address for Seller as set forth with its signature above.
- 7) If there is one or more mortgages on this property the Seller is to provide a fully executed Subordination Non-Disturbance and Attornment Agreement from all Lender's listed as Mortgagee's on the Mortgage Schedule of the Title Report.
- 8) If Seller is an LLC, then the following must be provided prior to closing:
 - a. Proof of due formation:
 - i. Proof of filing of the Articles of Organization with the secretary of State;
 - ii. Proof of publication of the Article of Organization (or a notice containing the substance of the articles).
 - b. Articles of Organization and Operating Agreement must be produced and reviewed; additional exceptions may be raised upon review of same.
 - c. Proof is required that there has been no change in the make-up or composition of the organization, and that there have been no amendments to the Articles of Organization or Operating Agreement. Proof is required that the party or parties executing instruments on behalf of the organization have authority to act.

EXHIBIT C

SELLER DISBURSEMENT AUTHORIZATION

RE: 2801 Holmes Road and 2770 East Clark Road,
Ypsilanti, Michigan 48197

Escrow No.: **FA-MI-666133**

PROCEEDS/FUNDS DISBURSEMENT INSTRUCTIONS: The undersigned directs that the proceeds/funds due will be disbursed in the following manner:

Held for pick up at this office (ID will be required) Sent via overnight delivery

Mail to: _____

Other: _____

Sent via wire transfer

(if checked, Attach wiring instructions of receiving bank or fill in below. With cyber fraud on the increase, we suggest you mail, use an overnight service or hand-deliver any items containing banking or other private information and not send via email.)

Please Note: Modified or amended disbursement instructions must be signed by the parties at an office of TitleVest Agency, LLC. Proof of identity will be required.

Funds disbursed to other than record owner must be in writing with authorized approval by TitleVest Agency, LLC and possibly buyer/borrower's lender on a TILA-RESPA Integrated Disclosure (TRID) regulated loan.

Receiving Banks may impose a charge for the receipt of any wire transfers.

Escrow Holder is not responsible for delays in wiring caused by time restrictions of the Federal Reserve Board or late confirmation of recording.

When funds are sent to a bank outside the United States, Escrow Holder shall not be responsible or liable for any loss or expense incurred as a result of currency exchange rates, delays in availability of funds, or delays due to the U.S. bank or foreign bank requiring additional information. Escrow Holder shall have no liability or responsibility after properly initiating the outgoing wire transfer. For best results on an outgoing international wire transfer, the international bank should provide written wire instructions.

Bank Name: _____
Name on Acct: _____
Account No.: _____
FEDWIRE Routing No.: _____
Any further instructions: _____

Date: _____

SELLER: TOWNSHIP OF YPSILANTI

BY: Brenda L. Stumbo
Brenda L. Stumbo, Supervisor

BY: Karen Lovejoy Roe
Karen Lovejoy Roe, Treasure/Clerk

Best Phone No: 734-484-4700

Forwarding Address: 7200 S. Huron River Dr.
Ypsilanti, Mi. 48197

Record and Return to:
Joseph Mangus
TitleVest Agency, LLC
110 East 42nd Street, 10th Floor
New York, NY 10017

Prepared by:
TowerPoint Capital, LLC
Six Concourse Parkway, Suite 1450
Atlanta, GA 30328

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SITE MANAGEMENT AGREEMENT

This SITE MANAGEMENT AGREEMENT ("SMA") is made and shall be effective on the ____ day of _____, 2018 ("Effective Date"), by and between TOWNSHIP OF YPSILANTI ("Owner") and TowerPoint Capital, LLC, a Delaware limited liability company, its successors and assigns ("Owner Advocate").

RECITALS:

- A. Owner has granted an easement interest in Owner's property located at 2801 Holmes Road and 2770 East Clark Road, Ypsilanti, Michigan 48198 (the "Property" as further described in Exhibit A) to TowerPoint Acquisitions II, LLC, a Delaware limited liability company ("Buyer"), including the assignment of one or more telecommunication leases, pursuant to that certain Grant of Easement and Assignment of Lease ("Easement") dated _____, 2018, to be recorded contemporaneously with this SMA.
- B. Owner desires Owner Advocate perform the Scope of Services (hereinafter defined) to manage Owner's telecommunication interests in the Property.

NOW, THEREFORE, for the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date, Owner and Owner Advocate agree as follows:

1. **Appointment of Owner Advocate.** Owner hereby appoints Owner Advocate as Owner's representative and authorized agent for all telecommunication matters on the Property that have not otherwise been reserved to Buyer pursuant to the Easement. Owner Advocate hereby accepts such appointment. Owner Advocate shall be appointed for an initial term of five (5) years commencing on the Effective Date hereof. The appointment shall automatically extend for additional terms of one (1) year each unless one party gives the other party written notice of their intention not to renew the appointment at least thirty (30) days prior to the expiration of the then-current term. In exchange for Owner Advocate's continuing service to Owner, Owner Advocate shall retain fifty percent (50%) of the rent due to Owner from any lease or similar conveyance for telecommunications purposes on the Property outside the easement area conveyed in the Easement from which Owner is due any rent or other payments ("Owner's Lease"). All communications regarding the Owner's Lease shall be delivered by each tenant under each Owner's Lease ("Tenant") to Owner Advocate at Owner Advocate's notice address herein. All rent payments due Owner related to any Owner's Lease shall be delivered by each Tenant to Owner Advocates lock box at the following address:

TOWERPOINT CAPITAL, LLC
P.O. Box 734211
Dallas, TX 75373-4211

2. **Scope of Services.** For so long as this SMA remains in effect, Owner Advocate agrees to exercise commercially reasonable efforts and resources to perform the "Scope of Services" listed below:
- a. **New and Existing Telecommunication Tenants.** Owner Advocate shall review new telecommunication tenant leases as well as upgrade proposals, amendments, proposed modifications of utility and access easements, and construction plans on behalf of Owner.
 - b. **Collocation, Lease and Revenue Share Rent Servicing and Audits.** For any revenue stream related to each Tenant lease under which Owner is due any rent, Owner Advocate shall collect such rent and analyze rent rolls and leasing cash flows to confirm proper payment when an underpayment is suspected and periodically as part of a general revenue review.
 - c. **Record Keeping.** Owner Advocate shall retain and shall make available to Owner copies of telecommunication leases, amendments and other telecommunication tenant documents related to the Property that Owner and third parties (such as wireless carriers) have provided to Owner Advocate.
 - d. **Decommissioning, Rent Reduction and Lease Extension Consultation.** Owner Advocate shall assist Owner in reviewing decommissioning letters and proposing best practices for developing and/or assessing a decommissioning strategy. Owner Advocate shall also assist Owner in reviewing rent reduction and lease extension proposals.

In furtherance of the foregoing Scope of Services, Owner hereby authorizes and directs each Tenant on the Property to pay to Owner Advocate all rents due under Owner's Lease. Owner agrees to provide and hereby authorizes and directs each Tenant on the Property to provide Owner Advocate with copies of all leases, amendments, proposals for modifications, rent reductions and all other communications regarding the Scope of Services. Owner agrees that Owner Advocate may charge third parties fees for document review and other services performed pursuant to this SMA. Owner agrees these fees are to defray Owner Advocates operational expenses and shall not be offset or deducted from any rent payments.

3. **Right of First Refusal.** Owner grants to Owner Advocate the right to acquire through assignment, purchase, or other means any lease or similar conveyance for telecommunications purposes in which Owner retains an interest outside the easement area conveyed in the Easement. Owner shall deliver to Owner Advocate, a written copy of any offer to purchase Owner's Lease. Owner Advocate shall have fifteen (15) business days to match the terms of any offer by delivering written notice of Owner Advocate's intent to match the offer.
4. **Miscellaneous.**
- a. **Non-Interference.** Owner and Owner Advocate agree that the exercise of the obligations contained herein shall not interfere with Buyer's then-existing operations on Owner's Property.
 - b. **Owner acknowledges and understands that Owner Advocate, its subsidiaries and/or its affiliates are in the business of owning, operating and leasing wireless telecommunications facilities. OWNER HEREBY WAIVES ANY CONFLICT OF INTEREST THAT MAY ARISE UNDER THIS SMA AND HEREBY RELEASES AND HOLDS HARMLESS OWNER ADVOCATE FROM ANY AND ALL CLAIMS, INJURIES, DAMAGES OR LOSSES SUSTAINED BY OWNER ARISING HEREUNDER, EXCEPT FOR THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF OWNER ADVOCATE. This obligation shall survive the expiration or earlier termination of this SMA.**

- c. Counterparts. This SMA may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- d. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this SMA. It is the intention of the parties hereto that this SMA shall run with the Property, be freely assignable and binding upon all future owners and lessees of the Property and all persons claiming under them for the Term of this SMA. Upon the absolute assumption of all of the obligations under this SMA, the assignor will be relieved of all obligations and liabilities hereunder.
- e. Severability. If any provision contained in this SMA (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this SMA (or any portion of any such provision.)
- f. Entire Agreement. This SMA and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Owner and Owner Advocate. Without limiting the generality of the foregoing, Owner acknowledges that it has not received or relied upon any advice of Owner Advocate or its representatives regarding the merits or tax consequences of this SMA.

[Signature pages and exhibits follow]

IN WITNESS WHEREOF the parties hereto have executed this Site Management Agreement as of the date on page one above.

OWNER: TOWNSHIP OF YPSILANTI

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor

Owner Notice Address:
Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

STATE OF Michigan
COUNTY Washtenaw } ss.

On this 20 day of November, 2018, before me, the undersigned notary public, personally appeared Brenda L. Stumbo, and proved to me through satisfactory evidence of identification, which was personal knowledge driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Supervisor of Township of Ypsilanti.

{affix notary seal or stamp}

Maria Batianis
Notary Public
My Commission Expires: 4-5-2019

MARIA C. BATIANIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires April 5, 2019
Acting in the County of Washtenaw

IN WITNESS WHEREOF the parties hereto have executed this Site Management Agreement as of the date on page one above.

OWNER: TOWNSHIP OF YPSILANTI

Karen Lovejoy Roe
Karen Lovejoy Roe, Treasurer/Clerk

Owner Notice Address:
Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

STATE OF Michigan
COUNTY Washtenaw } ss.

On this 20 day of November, 2018, before me, the undersigned notary public, personally appeared Karen Lovejoy Roe, and proved to me through satisfactory evidence of identification, which was personal knowledge driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Treasurer/Clerk of Township of Ypsilanti.

{affix notary seal or stamp}

Maria Batianis
Notary Public
My Commission Expires: 4-5-2019

MARIA C. BATIANIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires April 5, 2019
Acting in the County of Washtenaw

IN WITNESS WHEREOF the parties hereto have executed this Site Management Agreement as of the date on page one above.

OWNER ADVOCATE: TOWERPOINT CAPITAL, LLC

Jesse M. Wellner, Chief Executive Officer

Owner Advocate Notice Address:
TowerPoint Capital, LLC
Six Concourse Parkway, Suite 1450
Atlanta, GA 30328
Attn: TowerPoint Sites

Sites@TowerPoint.com
Toll Free: 866-574-2355

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 7th day of November, 2018, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TowerPoint Capital, LLC.

{affix notary seal or stamp}

Notary Public

My Commission Expires: 10 19 2022

Pamela R Martin
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires 10/19/2022

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Land in the Township of Ypsilanti, Washtenaw County, MI, described as follows:

PARCEL 1:

Part of the Northwest 1/4 of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as follows: Beginning at the Center of said Section 1, thence South 87 degrees 36 minutes 15 seconds West 1674.37 feet along the East-West ¼ line; thence North 00 degrees 18 minutes 10 seconds West 1,470.76 feet; thence North 87 degrees 04 minutes 55 seconds East 651.18 feet along the center of Clark Road; thence South 21 degrees 57 minutes 50 seconds East 486.79 feet; thence South 87 degrees 08 minutes 00 seconds West 676.72 feet; thence South 02 degrees 52 minutes 00 seconds East 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 850.00 feet; thence North 02 degrees 52 minutes 00 seconds West 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 300.00 feet; thence North 02 degrees 52 minutes 00 seconds West 460.00 feet; thence North 87 degrees 04 minutes 55 seconds East 146.27 feet; thence South 02 degrees 55 minutes 05 seconds East 115.00 feet; thence North 87 degrees 04 minutes 55 seconds East 239.72 feet; thence South 00 degrees 18 minutes 10 seconds East 1371.04 feet along the North-South ¼ line to the Point of Beginning.

PARCEL 2:

Beginning at a point in the centerline of Clark Road 1466.28 feet South and 1013.81 feet due West of the North 1/4 corner of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan and running thence along the centerline of Clark Road North 87 degrees 08 minutes 00 seconds East 632.55 feet; thence South 2 degrees 52 minutes 00 seconds East 460.00 feet; thence South 87 degrees 08 minutes 00 seconds West 300.00 feet; thence South 2 degrees 52 minutes 00 seconds East 730.00 feet; thence South 87 degrees 08 minutes 00 seconds West 850.00 feet; thence North 2 degrees 52 minutes 00 seconds West 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 676.72 feet; thence North 21 degrees 57 minutes 50 seconds West 486.79 feet to the place of beginning, being part of the Northwest 1/4 of said Section.

Record and Return to:

Name: Joseph Mangus
Address: TITLEVEST AGENCY, LLC
110 East 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title #: FA-MI-666133

ASSIGNMENT OF LEASE

To be effective on _____, 2018, and in consideration of One Dollar (\$1) and other good and valuable consideration paid by the undersigned party hereto executing this instrument as assignee TOWERPOINT ACQUISITIONS II, LLC, a Delaware limited liability company, with principal offices at Six Concourse Parkway, Suite 1450, Atlanta, Georgia 30328 (hereinafter referred to as "Assignee") to the undersigned party hereto executing this instrument as assignor TOWNSHIP OF YPSILANTI, a municipal corporation, with principal offices located at 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 (hereinafter referred to as "Assignor"), the receipt and sufficiency thereof being hereby acknowledged, Assignor, subject to that certain Grant of Easement and Assignment of Lease which is recorded contemporaneous to recording of this instrument, does hereby transfer, set over and assign to the Assignee all of Assignor's right, title and interest in and to the lease(s) and/or tenancy(ies) upon certain Property owned by Assignor (Legal Description attached as Exhibit A) referenced below and in Exhibit B attached hereto, in which the Assignor has any right, title and interest currently existing and relating to:

That certain Communications Site Lease Agreement (Ground) dated July 21, 2006, by and between T-Mobile Central LLC, a Delaware limited liability company and Township of Ypsilanti, a Michigan municipal corporation; amended by a certain First Amendment to Communications Site Lease Agreement dated March 24, 2011, by and between Ypsilanti Township, a Washtenaw County, Michigan municipal corporation and T-Mobile Central LLC, a Delaware limited liability company; further amended by a certain Second Amendment to Communications Site Lease Agreement dated October 9, 2015, by and between Township of Ypsilanti, a Michigan municipal corporation and T-Mobile USA Tower LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact.

Assignor represents that Assignor has no knowledge of any default now outstanding by Assignor in his capacity as the landlord/lessor under the Tenancy.

The assignment is for a term of ninety-nine (99) years and the assignment terminates on _____, 2117.

Assignee hereby assumes and agrees to faithfully perform and discharge any and all obligations of the landlord/lessor in and to the hereby assigned lease(s) and/or tenancy(ies) subsequent to the date hereof, subject to that certain Grant of Easement.

Subject to that certain Grant of Easement and Assignment of Lease, Assignee agrees to hold Assignor harmless and indemnified from any and all loss, cost, damage and expenses, which Assignor may incur on account of Assignee's failure to perform and discharge any and all obligations of lessor and landlord in and to the herein assigned lease and/or tenancy subsequent to the date hereof. Assignor agrees to hold Assignee harmless and indemnified from any and all loss, cost, damage and expenses, which Assignee may incur for claims related to activity prior to the date hereof.

The above shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, legal representatives, successors and assigns.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this 20 day of November, 2018.

Assignor: TOWNSHIP OF YPSILANTI

Brenda L. Stumbo

Brenda L. Stumbo
Supervisor
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

STATE OF Michigan
COUNTY OF Washtenaw

} ss.

On this 20 day of November, 2018, before me, the undersigned notary public, personally appeared Brenda L. Stumbo, and proved to me through satisfactory evidence of identification, which was personal knowledge driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Supervisor of Township of Ypsilanti.

{affix notary seal or stamp}

Maria Batianis

Notary Public

My Commission Expires: 4-5-2019

MARIA C. BATIANIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires April 5, 2019
Acting in the County of Washtenaw

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this 20 day of December, 2018.

Assignor: TOWNSHIP OF YPSILANTI

Karen Lovejoy Roe
Karen Lovejoy Roe
Treasurer/Clerk
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

STATE OF Michigan
COUNTY OF Washtenaw } ss.

On this 20 day of November, 2018, before me, the undersigned notary public, personally appeared Karen Lovejoy Roe, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Treasurer/Clerk of Township of Ypsilanti.

{affix notary seal or stamp}

Maria Batianis
Notary Public
My Commission Expires:

Asset File #: TwPA0253547

MARIA C. BATIANIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires April 5, 2019
Acting in the County of Washtenaw

IN WITNESS WHEREOF, Assignee has caused this instrument to be signed and sealed on its behalf this 7th day of November, 2018.

Assignee: TOWERPOINT ACQUISITIONS II, LLC

Jesse M. Wellner
Chief Executive Officer
Six Concourse Parkway, Suite 1450
Atlanta, Georgia 30328
678-775-0360
678-775-0361

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 7th day of November, 2018, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TowerPoint Acquisitions II, LLC.

{affix notary seal or stamp}

Notary Public
My Commission Expires: 10/19/2022

Pamela R Martin
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires 10/19/2022

EXHIBIT A

LEGAL DESCRIPTION

Land in the Township of Ypsilanti, Washtenaw County, MI, described as follows:

PARCEL 1:

Part of the Northwest 1/4 of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as follows: Beginning at the Center of said Section 1, thence South 87 degrees 36 minutes 15 seconds West 1674.37 feet along the East-West ¼ line; thence North 00 degrees 18 minutes 10 seconds West 1,470.76 feet; thence North 87 degrees 04 minutes 55 seconds East 651.18 feet along the center of Clark Road; thence South 21 degrees 57 minutes 50 seconds East 486.79 feet; thence South 87 degrees 08 minutes 00 seconds West 676.72 feet; thence South 02 degrees 52 minutes 00 seconds East 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 850.00 feet; thence North 02 degrees 52 minutes 00 seconds West 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 300.00 feet; thence North 02 degrees 52 minutes 00 seconds West 460.00 feet; thence North 87 degrees 04 minutes 55 seconds East 146.27 feet; thence South 02 degrees 55 minutes 05 seconds East 115.00 feet; thence North 87 degrees 04 minutes 55 seconds East 239.72 feet; thence South 00 degrees 18 minutes 10 seconds East 1371.04 feet along the North-South ¼ line to the Point of Beginning.

PARCEL 2:

Beginning at a point in the centerline of Clark Road 1466.28 feet South and 1013.81 feet due West of the North 1/4 corner of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan and running thence along the centerline of Clark Road North 87 degrees 08 minutes 00 seconds East 632.55 feet; thence South 2 degrees 52 minutes 00 seconds East 460.00 feet; thence South 87 degrees 08 minutes 00 seconds West 300.00 feet; thence South 2 degrees 52 minutes 00 seconds East 730.00 feet; thence South 87 degrees 08 minutes 00 seconds West 850.00 feet; thence North 2 degrees 52 minutes 00 seconds West 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 676.72 feet; thence North 21 degrees 57 minutes 50 seconds West 486.79 feet to the place of beginning, being part of the Northwest 1/4 of said Section.

EXHIBIT B

DESCRIPTION OF TELECOM TENANT LEASE(S)

That certain Communications Site Lease Agreement (Ground) dated July 21, 2006, by and between T-Mobile Central LLC, a Delaware limited liability company and Township of Ypsilanti, a Michigan municipal corporation; amended by a certain First Amendment to Communications Site Lease Agreement dated March 24, 2011, by and between Ypsilanti Township, a Washtenaw County, Michigan municipal corporation and T-Mobile Central LLC, a Delaware limited liability company; further amended by a certain Second Amendment to Communications Site Lease Agreement dated October 9, 2015, by and between Township of Ypsilanti, a Michigan municipal corporation and T-Mobile USA Tower LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Joseph Mangus
TitleVest Agency, LLC
110 East 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title No.: FA-MI-666133

Prepared by:
TowerPoint Acquisitions II, LLC
Six Concourse Parkway, Suite 1450
Atlanta, GA 30328

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Facilities:	829178
Street Address:	2801 Holmes Road and 2770 East Clark Road
City:	Ypsilanti
County:	Washtenaw
State:	Michigan

between

TowerPoint Acquisitions II, LLC,
a Delaware limited liability company ("TowerPoint")

and

Township of Ypsilanti ("Grantor")

**GRANT OF EASEMENT AND
ASSIGNMENT OF LEASE**

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made effective this ____ day of _____, 2018 ("Effective Date"), by and between Township of Ypsilanti, a municipal corporation ("Grantor") and TowerPoint Acquisitions II, LLC, a Delaware limited liability company ("TowerPoint").

1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in Ypsilanti, County of Washtenaw, State of Michigan, by grant or conveyance described in the Public Records of Washtenaw County, Michigan at Official Records Book 677, Page 432, and Book 765, Page 337, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement. For the sum of TEN AND NO/100 DOLLARS (\$10) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto TowerPoint, its successors and assigns, forever, an exclusive, ninety-nine (99) year easement for the use of a portion of Grantor's Property, that portion being described as a fifty (50) feet by fifty (50) feet parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. The Grantor also grants and conveys unto TowerPoint, its successors and assigns, forever, an exclusive, ninety-nine (99) year easement for the use of a portion of Grantor's Property, that portion being an approximate two hundred fifty (250) square foot portion as set forth in Exhibit "C" (the "Expanded Easement Area"). The Grantor also grants to TowerPoint, its successors and assigns, as part of this Easement, an exclusive, ninety-nine (99) year right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle,

including trucks, along a thirty foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event TowerPoint or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to TowerPoint, to TowerPoint or at TowerPoint's request, directly to a public utility, at no cost and in a location acceptable to TowerPoint (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Washtenaw County, State of Michigan. Also, Grantor hereby grants to TowerPoint, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in TowerPoint's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and TowerPoint shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Use and Revenue Sharing.

(a) The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for TowerPoint's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that TowerPoint's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by TowerPoint on the Easement

Area. If requested by TowerPoint, Grantor will execute, at TowerPoint's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by TowerPoint in TowerPoint's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by TowerPoint. In furtherance of the foregoing, Grantor hereby appoints TowerPoint as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

(b) **New Tenant Revenue Sharing.** In the event that TowerPoint leases, subleases, licenses or grants a similar right of use or occupancy in the Expanded Easement Area to an unaffiliated third party (each a "Subtenant"), TowerPoint shall pay to Grantor fifty percent (50%) of the rental, license or similar payments actually received by TowerPoint from such Subtenant for use of the Expanded Easement Area (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by TowerPoint) (the "Sublease Fee") within thirty (30) days after receipt of said payments by TowerPoint. TowerPoint shall have no obligation for payment to Grantor of the Sublease Fee if such rental, license or similar payments are not actually received by TowerPoint or if the applicable sublease terminates. Non-payment of such rental, license or other similar payment by a Subtenant shall not be an event of default under the Easement. TowerPoint shall have sole discretion as to whether, and on what terms, to lease, sublease, license or otherwise allow occupancy of the Expanded Easement Area and there shall be no express or implied obligation for TowerPoint to do so. Grantor acknowledges that Grantor shall have no recourse against TowerPoint as a result of

the failure of payment or other obligation by a Subtenant.

4. **Easement Term.** This Easement and TowerPoint's rights and privileges hereunder shall have a term of ninety-nine (99) years and shall terminate on _____, 2117.

5. **TowerPoint's Right to Terminate.** TowerPoint shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon TowerPoint providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, TowerPoint shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. **Hazardous Materials.**

(a) TowerPoint shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, TowerPoint shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by TowerPoint or persons acting under TowerPoint. TowerPoint shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning TowerPoint's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. To the extent permitted by law, Grantor shall indemnify and hold

TowerPoint harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by TowerPoint or persons acting under TowerPoint. Grantor shall execute such affidavits, representations and the like from time to time as TowerPoint may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. **Insurance.** At all times, TowerPoint, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in

connection with the operation of TowerPoint's business upon the Easement Area.

8. **Security of TowerPoint's Communications Facilities.** TowerPoint may construct a chain link or comparable fence around the perimeter of TowerPoint's communications facilities.

9. **Removal of Obstructions.** TowerPoint has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to TowerPoint's use of the Easement Area. TowerPoint shall be responsible for disposing of any materials related to the removal of obstructions.

10. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain Communications Site Lease Agreement (Ground) dated July 21, 2006, by and between T-Mobile USA Tower LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact ("Existing Tenant"), as lessee, and Grantor, as lessor, as amended (collectively, "Lease Agreement"). Grantor hereby assigns to TowerPoint all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by TowerPoint.

11. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, TowerPoint shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If TowerPoint fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and TowerPoint's rights hereunder. If TowerPoint fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in

full force and effect, and TowerPoint's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

12. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided TowerPoint agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide TowerPoint any documentation evidencing the increase and how such increase is attributable to TowerPoint's use. TowerPoint reserves the right to challenge any such assessment, and Grantor agrees to cooperate with TowerPoint in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, TowerPoint may, at its option, pay such real estate taxes (the "Delinquent Taxes") and TowerPoint shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date TowerPoint pays the Delinquent Taxes until Grantor repays such sums due to TowerPoint) and shall have a lien against Grantor's Property with respect thereto.

13. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

14. **Enforcement.** In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from TowerPoint, TowerPoint shall have

the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in TowerPoint's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by TowerPoint as a result of such violation (including, without limitation, TowerPoint's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

15. **Limitation on Damages.** In no event shall TowerPoint be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. **Recording.** Grantor acknowledges that TowerPoint intends to record this Easement with the appropriate recording officer upon execution of this Easement.

17. **Hold Harmless.** To the extent permitted by law, Grantor hereby indemnifies, holds harmless, and agrees to defend TowerPoint against all damages asserted against or incurred by TowerPoint by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of TowerPoint or its agents. TowerPoint hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by TowerPoint of any representation, warranty, or covenant of TowerPoint contained herein or (ii) any negligent act or omission of TowerPoint, excepting however such damages as may be due to or caused by the acts of Grantor or its agents. Notwithstanding any other section within this Easement to the contrary, this Easement shall be

construed to preserve all municipal immunity provided to Grantor by virtue of any State or Federal rule, regulation or statute for as long as Grantor is a municipality.

18. Grantor's Covenant of Title.

Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, TowerPoint shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to TowerPoint's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. Non-Interference. From and after the date hereof and continuing until this Easement is terminated (if ever), TowerPoint and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with TowerPoint's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. Eminent Domain. If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to TowerPoint.

21. Grantor's Property. Grantor

shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects TowerPoint's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit TowerPoint from using the Easement Area for the uses intended by TowerPoint.

22. Entire Agreement. Grantor and TowerPoint agree that this Easement contains all of the agreements, promises and understandings between Grantor and TowerPoint. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or TowerPoint in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

23. Construction of Document. Grantor and TowerPoint acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. Applicable Law. This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be Washtenaw County, State of Michigan.

25. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which

maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Township of Ypsilanti
Treasurer/Clerk
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

TowerPoint Acquisitions II, LLC
Jesse M. Wellner, Chief Executive
Officer
Six Concourse Parkway, Suite 1450
Atlanta, GA 30328

26. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. TowerPoint has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, TowerPoint has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon TowerPoint sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve TowerPoint from any further liability or obligation accruing hereunder on or after the date of the assignment.

27. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

28. **Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and TowerPoint's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to TowerPoint a non-disturbance agreement for each such mortgage, in recordable form.

29. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of TowerPoint and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and TowerPoint's rights hereunder.

30. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor and TowerPoint, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

Witness:

Grantor:

TOWNSHIP OF YPSILANTI

By: Nancy Wyrzykowski

By: Brenda L. Stumbo

Name: Nancy Wyrzykowski

Name: Brenda L. Stumbo

Title: DCS Exec. Coordinator

Title: Supervisor

Date: 11-20-2018

Date: 11/20/18

Witness:

By: Nancy Wyrzykowski

By: Karen Lovejoy Roe

Name: Nancy Wyrzykowski

Name: Karen Lovejoy Roe

Title: DCS Exec. Coordinator

Title: Treasurer/Clerk

Date: 11-20-2018

Date: 11-20-2018

Witness:

TowerPoint:

TowerPoint Acquisitions II, LLC,
a Delaware limited liability company

By: _____

By: Jesse M. Wellner

Name: _____

Name: Jesse M. Wellner

Title: _____

Title: Chief executive Officer

Date: _____

Date: 11/7/18

[Acknowledgements appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and sealed on its behalf this 20 day of December, 2018.

Grantor: TOWNSHIP OF YPSILANTI

Brenda L. Stumbo

Brenda L. Stumbo
Supervisor
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

STATE OF Michigan
COUNTY OF Washtenaw } ss.

On this 20 day of December, 2018, before me, the undersigned notary public, personally appeared Brenda L. Stumbo, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Supervisor of Township of Ypsilanti.

{affix notary seal or stamp}

Maria Batianis
Notary Public
My Commission Expires: 4-5-2019

MARIA C. BATIANIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires April 5, 2019
Acting in the County of Washtenaw

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and sealed on its behalf this 20 day of November, 2018.

Grantor: TOWNSHIP OF YPSILANTI

Karen Lovejoy Roe

Karen Lovejoy Roe
Treasurer/Clerk
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

STATE OF Michigan
COUNTY OF Washtenaw } ss.

On this 20 day of November, 2018, before me, the undersigned notary public, personally appeared Karen Lovejoy Roe, and proved to me through satisfactory evidence of identification, which was personal knowledge (driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Treasurer/Clerk of Township of Ypsilanti.

{affix notary seal or stamp}

Maria C. Batianis

Notary Public
My Commission Expires: 4-5-2019

MARIA C. BATIANIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires April 5, 2019
Acting in the County of Washtenaw

IN WITNESS WHEREOF, TowerPoint has caused this instrument to be signed and sealed on its behalf this 7th day of November 2018.

TowerPoint: TOWERPOINT ACQUISITIONS II, LLC

Jesse M. Wellner
Chief Executive Officer
Six Concourse Parkway, Suite 1450
Atlanta, Georgia 30328
678-775-0360
678-775-0361

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 7th day of November, 2018, before me, the undersigned notary public, personally appeared Jesse M. Wellner, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Executive Officer of TowerPoint Acquisitions II, LLC.

{affix notary seal or stamp}

Notary Public
My Commission Expires: 10-19-2022

Pamela R Martin
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires 10/19/2022

EXHIBIT A

GRANTOR'S PROPERTY

Land in the Township of Ypsilanti, Washtenaw County, MI, described as follows:

PARCEL 1:

Part of the Northwest 1/4 of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as follows: Beginning at the Center of said Section 1, thence South 87 degrees 36 minutes 15 seconds West 1674.37 feet along the East-West 1/4 line; thence North 00 degrees 18 minutes 10 seconds West 1,470.76 feet; thence North 87 degrees 04 minutes 55 seconds East 651.18 feet along the center of Clark Road; thence South 21 degrees 57 minutes 50 seconds East 486.79 feet; thence South 87 degrees 08 minutes 00 seconds West 676.72 feet; thence South 02 degrees 52 minutes 00 seconds East 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 850.00 feet; thence North 02 degrees 52 minutes 00 seconds West 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 300.00 feet; thence North 02 degrees 52 minutes 00 seconds West 460.00 feet; thence North 87 degrees 04 minutes 55 seconds East 146.27 feet; thence South 02 degrees 55 minutes 05 seconds East 115.00 feet; thence North 87 degrees 04 minutes 55 seconds East 239.72 feet; thence South 00 degrees 18 minutes 10 seconds East 1371.04 feet along the North-South 1/4 line to the Point of Beginning.

PARCEL 2:

Beginning at a point in the centerline of Clark Road 1466.28 feet South and 1013.81 feet due West of the North 1/4 corner of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan and running thence along the centerline of Clark Road North 87 degrees 08 minutes 00 seconds East 632.55 feet; thence South 2 degrees 52 minutes 00 seconds East 460.00 feet; thence South 87 degrees 08 minutes 00 seconds West 300.00 feet; thence South 2 degrees 52 minutes 00 seconds East 730.00 feet; thence South 87 degrees 08 minutes 00 seconds West 850.00 feet; thence North 2 degrees 52 minutes 00 seconds West 730.00 feet; thence North 87 degrees 08 minutes 00 seconds East 676.72 feet; thence North 21 degrees 57 minutes 50 seconds West 486.79 feet to the place of beginning, being part of the Northwest 1/4 of said Section.

EXHIBIT B – SITE PLAN

(See attached.)

BOUNDARY SURVEY

IN SECTION 1,
TOWNSHIP 3 SOUTH, RANGE 7 EAST

SITE: YCVA RL
RUN: 829178
ADDRESS: 2801 HOLMES
YPSILANTI, MI 48197
WASHTENAW COUNTY

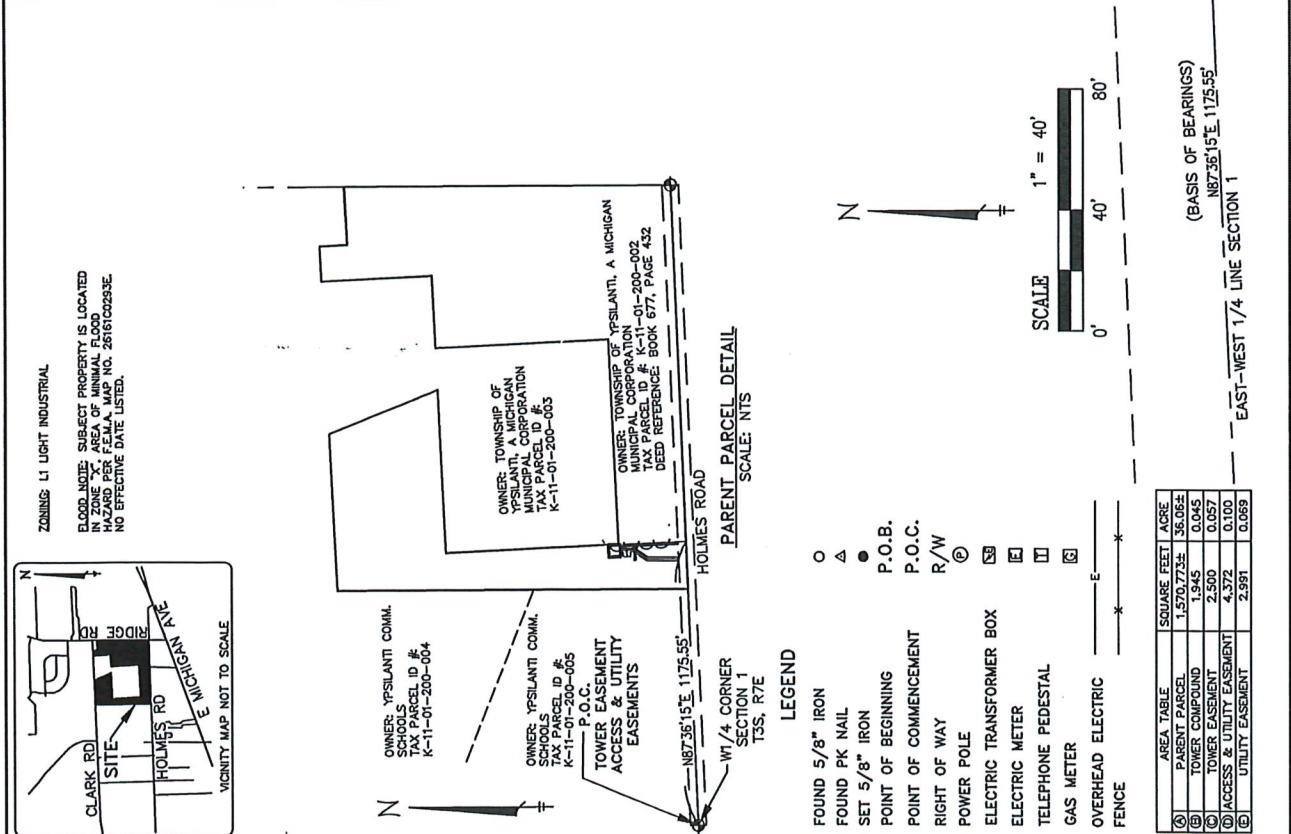
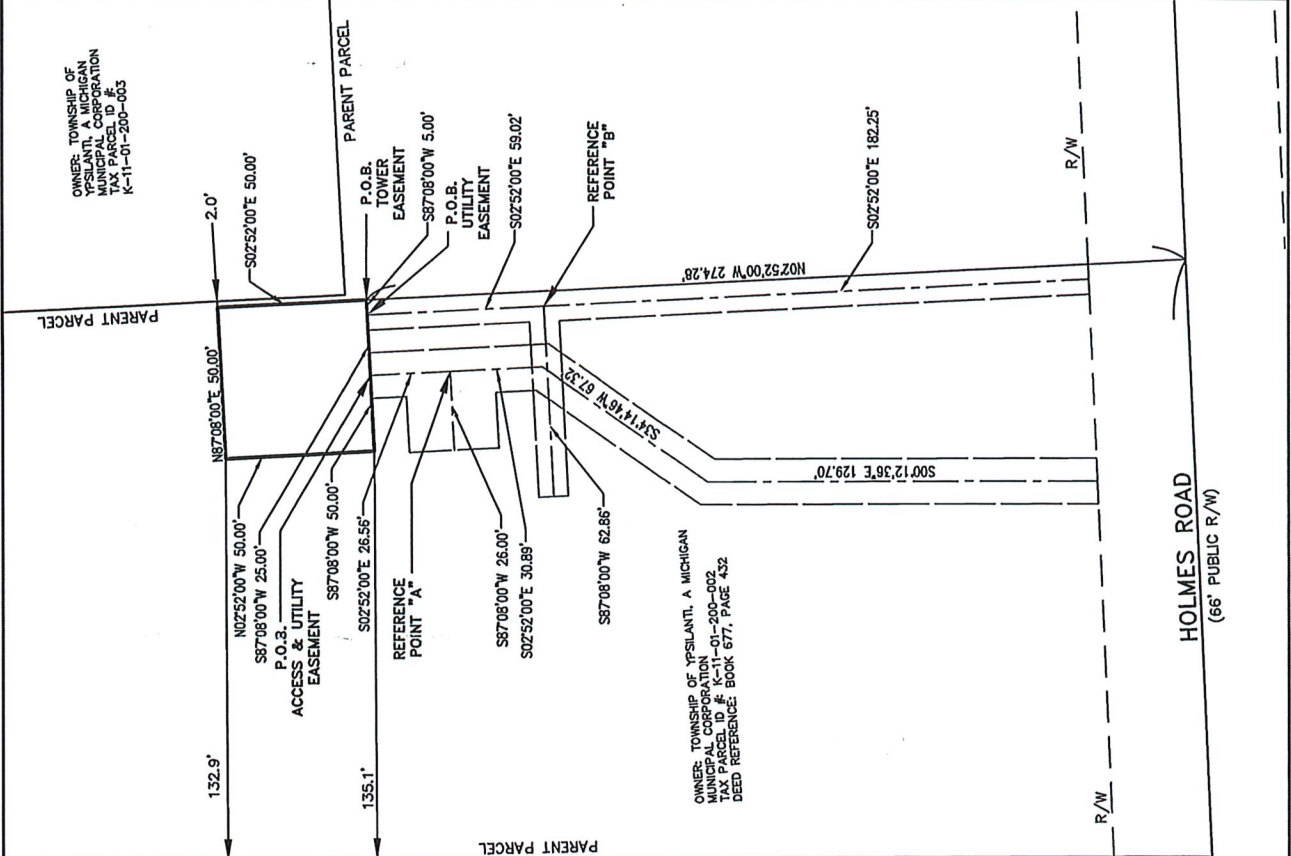
NATIONAL SURVEY SERVICES COORDINATION BY:
GEOLINE SURVEYING, INC.
13430 NW 104th Terrace, Suite A, Alachua, FL 32815
Office: (904) 418-0500 Fax: (904) 462-5886
WWW.GEOLINESURVEYING.COM

SURVEY WORK PERFORMED BY:
Surveying & Mapping Performed By:
Global Land SOLUTIONS
Solutions that work for you.
Corporate Office:
5065 12th Street, Roadford,
Michigan 48344
(989) 352-5617
www.GlobalLandSolutions.com
Serving The Great Lakes Region

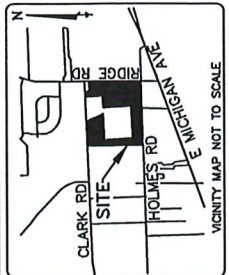
DATE: MAY 30, 2018
Revision: #1

SURVEYOR'S NOTES
1. BASIS OF BEARING, ASSUMED N 87°36'15" E ON THE EAST-WEST 1/4 LINE OF SECTION 1.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES SHOWN HEREON. ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
4. ALL VISIBLE TOWER EQUIPMENT AND INSTRUMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.
5. ALL SYMBOLS NOT TO SCALE.

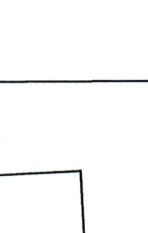
SURVEYOR'S CERTIFICATION



ZONING: L1 LIGHT INDUSTRIAL
FLOOD NOTE: SUBJECT PROPERTY IS LOCATED IN ZONE 'X'. AREA OF MINIMAL FLOOD HAZARD PER FEMA MAP NO. 26161C0293E. NO EFFECTIVE DATE LISTED.



PARENT PARCEL DETAIL
SCALE: NTS



- LEGEND**
- FOUND 5/8" IRON
 - FOUND PK NAIL
 - ▲ SET 5/8" IRON
 - P.O.B.
 - POINT OF BEGINNING
 - POINT OF COMMENCEMENT
 - R/W
 - ⊙ POWER POLE
 - ⊞ ELECTRIC TRANSFORMER BOX
 - ⊞ ELECTRIC METER
 - ⊞ TELEPHONE PEDESTAL
 - ⊞ GAS METER
 - OVERHEAD ELECTRIC
 - FENCE

SCALE 1" = 40'

(BASIS OF BEARINGS)
N87°36'15"E 1175.55'

EAST-WEST 1/4 LINE SECTION 1

AREA TABLE	SQUARE FEET	ACRE
① PARENT PARCEL	1,570,773.36	35.056
② TOWER COMPOUND	1,945	0.045
③ TOWER EASEMENT	2,500	0.057
④ ACCESS & UTILITY EASEMENT	4,372	0.100
⑤ UTILITY EASEMENT	2,991	0.069

BOUNDARY SURVEY

IN SECTION 1,
TOWNSHIP 3 SOUTH, RANGE 7 EAST

SITE: YCUA RL
BUN: 829178
ADDRESS: 2801 HOLMES
YPSILANTI, MI 48197
WASHTENAW COUNTY

NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE
SURVEYING, INC.

13430 NW 104th Terrace, Suite A, Alachua, FL 32615
Office (904) 418-5500 Fax (904) 462-9986
WWW.GEOLINESURVEYING.COM

SURVEY WORK PERFORMED BY:

Sampling & Mapping Performed By:
Global Land SOLUTIONS
Solutions that work for you.
10000 W. 13th Street, Suite 100
5065 12 Mile Road, NE, Roseland,
Michigan 48234
(989) 352-5617
www.globalandsolutions.com
Serving The Great Lakes Region

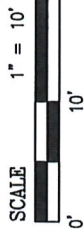
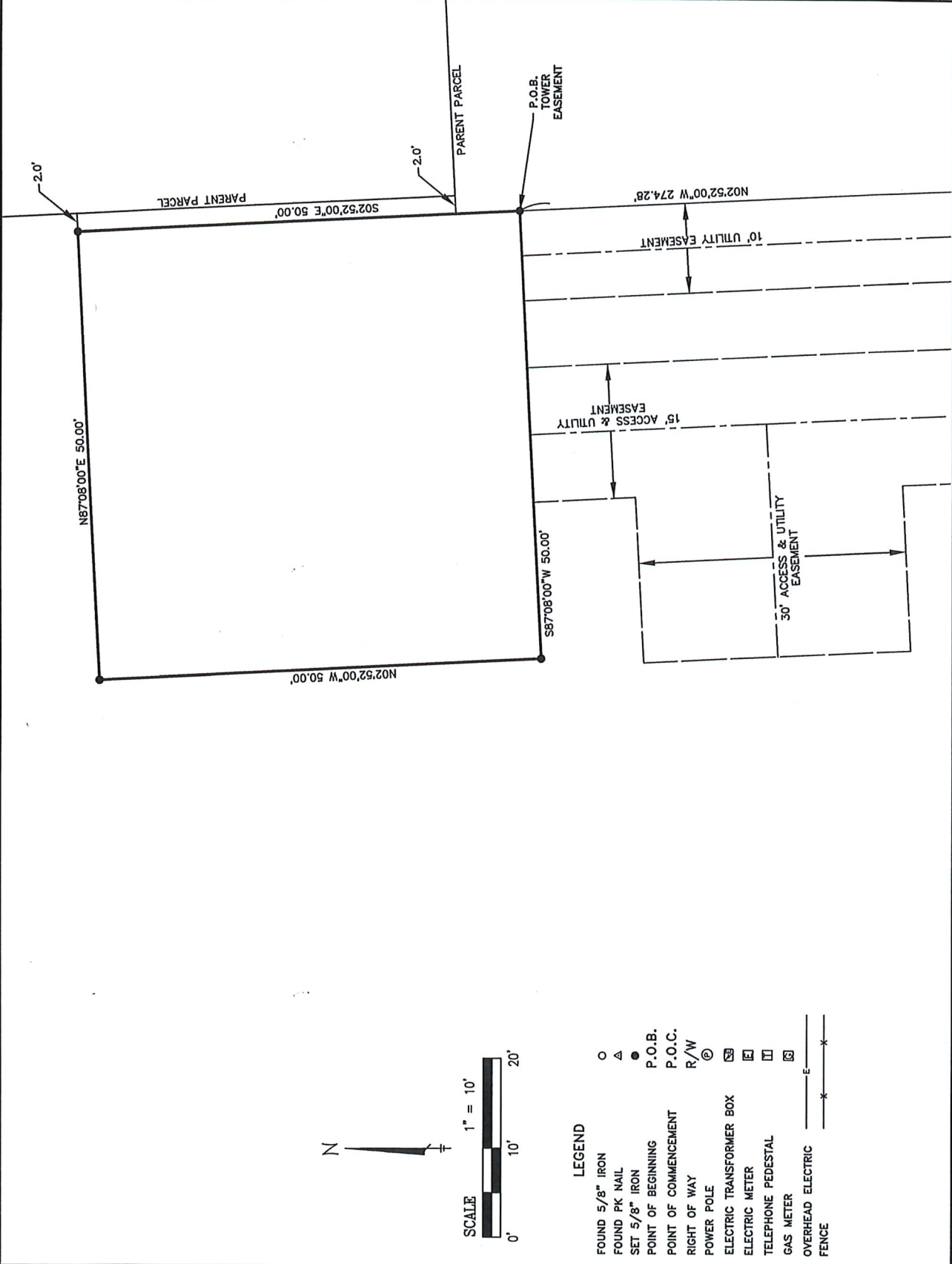
DRAWN BY: BK [CHECKED BY: JMS] JOB #: 161675

SURVEYOR'S NOTES

1. BASIS OF BEARING, ASSUMED N 87°36'15" E ON THE EAST-WEST 1/2 LINE OF SECTION 1.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.
5. ALL SYMBOLS NOT TO SCALE.

SURVEYOR'S CERTIFICATION

GLOBAL LAND SOLUTIONS
L. M. Schmandt
L. M. Schmandt, P.S., J.D.
LAND SURVEYOR - MICHIGAN #47974
Date: MAY 30, 2018
Revision: #1



LEGEND

- FOUND 5/8" IRON
- △ FOUND PK NAIL
- SET 5/8" IRON
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT OF WAY
- POWER POLE
- ELECTRIC TRANSFORMER BOX
- ELECTRIC METER
- TELEPHONE PEDESTAL
- GAS METER
- *— OVERHEAD ELECTRIC
- *— FENCE

BOUNDARY SURVEY

IN SECTION 1,
TOWNSHIP 3 SOUTH, RANGE 7 EAST

SITE: YCDA RL

BUN: 829178

ADDRESS: 2801 HOLMES

YPSILANTI, MI 48197

WASHTENAW COUNTY

NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE
SURVEYING, INC.

13430 NW 19th Terrace, Suite A, Alachua, FL 32615
Office (386) 418-0500 Fax (386) 462-9986
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:

Global Land
solutions

Solutions that work for you.
Corporate Office: Rockford,
5065 12th Michigan 48341
(888) 352-5617
www.GlobalLandSolutions.com
Serving The Great Lakes Region

DRAWN BY: BK [CHECKED BY: JMS] JOB # 181675

SURVEYOR'S NOTES

1. BASIS OF BEARING, ASSUMED N 87°36'15" E ON THE EAST-WEST 1/4 LINE OF SECTION 1.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
4. ALL VISIBLE TOWER EQUIPMENT AND REFERENCE MARKS ARE CONTAINED WITHIN THE DESCRIBED AREA.
5. ALL SYMBOLS NOT TO SCALE.

SURVEYOR'S CERTIFICATION

GLOBAL LAND SOLUTIONS
JAY M. SCHWANDT, P.E., D.
LAND SURVEYOR - MICHIGAN #47974

Date: MAY 30, 2018

Revision: #1



SHEET 3 OF 3

TOWER EASEMENT DESCRIPTION: (AS PROVIDED BY CLIENT)

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 1; THENCE N 87°36'15" E, 1175.55 FEET ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION; THENCE N 02°52'00" W, 274.28 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE S 87°08'00" W, 50.00 FEET; THENCE N 02°52'00" W, 50.00 FEET; THENCE S 02°52'00" E, 50.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

ACCESS & UTILITY EASEMENT DESCRIPTION: (AS PROVIDED BY CLIENT)

A 15.00 FOOT WIDE EASEMENT IN THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, THE CENTERLINE OF WHICH IS DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 1; THENCE N 87°36'15" E, 1175.55 FEET ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION; THENCE N 02°52'00" W, 274.28 FEET; THENCE S 87°08'00" W, 25.00 FEET TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE S 02°52'00" E, 26.56 FEET TO REFERENCE POINT "A"; THENCE CONTINUING S 02°52'00" E, 30.89 FEET; THENCE S 34°14'46" W, 67.32 FEET; THENCE S 00°12'36" E, 129.70 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HOLMES ROAD (66 FEET WIDE) FOR THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION; THENCE RECOMMENCING AT AFORE DESCRIBED REFERENCE POINT "A" FOR THE PLACE OF BEGINNING OF A 30.00 FOOT WIDE CENTERLINE DESCRIPTION; THENCE S 87°08'00" W, 26.00 FEET TO THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION, CONTAINING 4,372 SQUARE FEET OR 0.100 ACRES, MORE OR LESS.

UTILITY EASEMENT DESCRIPTION: (AS PROVIDED BY CLIENT)

A 10.00 FOOT WIDE EASEMENT IN THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, THE CENTERLINE OF WHICH IS DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 1; THENCE N 87°36'15" E, 1175.55 FEET ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION; THENCE N 02°52'00" W, 274.28 FEET; THENCE S 87°08'00" W, 5.00 FEET TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE S 02°52'00" E, 59.02 FEET TO REFERENCE POINT "B"; THENCE CONTINUING S 02°52'00" E, 182.25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HOLMES ROAD (66 FEET WIDE) FOR THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION; THENCE RECOMMENCING AT AFORE DESCRIBED REFERENCE POINT "B" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE S 87°08'00" W, 62.86 FEET TO THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION, CONTAINING 2,991 SQUARE FEET OR 0.069 ACRES, MORE OR LESS.

EXHIBIT C – EASEMENT AREA AND ACCESS EASEMENT

The following descriptions of the easements may at TowerPoint's discretion be replaced by a survey following the execution of this Easement:

In the event of a discrepancy between the area actually occupied by the Existing Tenant's equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Existing Tenant that is currently outlined in the Lease Agreement. Grantor or TowerPoint may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Property used and leased by Grantor as the existing lease premises under the Lease Agreement including but not limited as follows:

EXCLUSIVE EASEMENT PARCEL

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 1; THENCE N 87°36'15" E, 1175.55 FEET ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION; THENCE N 02°52'00" W, 274.28 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE S 87°08'00" W, 50.00 FEET; THENCE N 02°52'00" W, 50.00 FEET; THENCE N 87°08'00" E, 50.00 FEET; THENCE S 02°52'00" E, 50.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

Expanded Easement Area

That certain additional lease area measuring the equivalent total of two hundred fifty (250) square feet in a location to be determined by the telecommunications tenant collocating on that certain telecommunications tower within the Existing Tenant's exclusive easement parcel described above with such location approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Property used by utility providers and leased by Grantor as the lease premises under the Lease Agreement including but not limited as follows:

ACCESS & UTILITY EASEMENT DESCRIPTION:

A 15.00 FOOT WIDE EASEMENT IN THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, THE CENTERLINE OF WHICH IS DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 1; THENCE N 87°36'15" E, 1175.55 FEET ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION; THENCE N 02°52'00" W, 274.28 FEET; THENCE S 87°08'00" W, 25.00 FEET TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE S 02°52'00" E, 26.56 FEET TO REFERENCE POINT "A"; THENCE CONTINUING S 02°52'00" E, 30.89 FEET; THENCE S 34°14'46" W, 67.32 FEET; THENCE S 00°12'36" E, 129.70 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HOLMES ROAD (66 FEET WIDE) FOR THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION; THENCE RECOMMENCING AT AFORE DESCRIBED REFERENCE POINT "A" FOR THE PLACE OF BEGINNING OF A 30.00 FOOT WIDE CENTERLINE DESCRIPTION; THENCE S 87°08'00" W, 26.00 FEET TO THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION. CONTAINING 4,372 SQUARE FEET OR 0.100 ACRES, MORE OR LESS.

EXHIBIT C – EASEMENT AREA AND ACCESS EASEMENT (continued)

UTILITY EASEMENT DESCRIPTION:

A 10.00 FOOT WIDE EASEMENT IN THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, THE CENTERLINE OF WHICH IS DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OF SECTION 1; THENCE N 87°36'15" E, 1175.55 FEET ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION; THENCE N 02°52'00" W, 274.28 FEET; THENCE S 87°08'00" W, 5.00 FEET TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE S 02°52'00" E, 59.02 FEET TO REFERENCE POINT "B"; THENCE CONTINUING S 02°52'00" E, 182.25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HOLMES ROAD (66 FEET WIDE) FOR THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION; THENCE RECOMMENCING AT AFORE DESCRIBED REFERENCE POINT "B" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE S 87°08'00" W, 62.86 FEET TO THE PLACE OF ENDING OF THIS CENTERLINE DESCRIPTION. CONTAINING 2,991 SQUARE FEET OR 0.069 ACRES, MORE OR LESS.

Utilities and Telecommunications. TowerPoint is herein granted, consistent with the Lease Agreement, a non-exclusive easement in, to, under and over the portions of the Property for ingress and egress to the Easement, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

Access. TowerPoint is herein granted, consistent with the Lease Agreement, all rights of ingress and egress to and from the Easement, across the Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to Holmes Road and East Clark Road, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement and any related activities and uses.

**MICHIGAN SUPREME COURT
STATE COURT ADMINISTRATIVE OFFICE
MICHIGAN DRUG COURT GRANT PROGRAM
FY 2019 CONTRACT**

Grantee Name: 14B District Court — Hybrid DWI/Drug Court

Unique Identifier: 10065

Federal ID Number: 38-6007433

Contract Number: 14280

Grant Amount: \$94,000

1. GENERAL PROVISIONS

1.01 This contract is made between the State Court Administrative Office, Lansing, Michigan (SCAO) and the 14B District Court — Hybrid DWI/Drug Court.

1.02 This contract incorporates the Grantee's approved grant application request and most recently approved budget.

1.03 This contract is for the Michigan Drug Court Grant Program.

1.04 In consideration of the mutual promises and covenants in this contract, and the benefits to be derived from this contract, the parties agree as follows:

2. TERM OF CONTRACT

2.01 This contract commences on 10/1/2018 and terminates on 9/30/2019 at 11:59 p.m.

3. RELATIONSHIP

3.01 The Grantee is an independent contractor, and it is understood that the Grantee is not an employee of the SCAO. No employee, agent, or subrecipient subcontractor of the Grantee is an employee of the SCAO.

3.02 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.

3.03 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 contract, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees.

3.04 The Grantee understands and agrees that all parties furnishing services pursuant to this contract 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 contract.

3.05 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

4. SCOPE OF SERVICES

4.01 Upon signing of this contract, the SCAO agrees to provide funding from the Grant in an amount not to exceed the amount of this contract. In no event does this contract create a charge against any other funds of the SCAO or the Michigan Supreme Court.

4.02 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 contract and in any amendments to this contract.

4.03 Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements, shall remain the sole responsibility of the SCAO.

5. PERFORMANCE AND BUDGET

5.01 The SCAO agrees to provide the Grantee a sum not to exceed **\$94,000** for the court program operated pursuant to this contract.

5.02 Grantee equipment purchases are prohibited.

5.03 The Grantee agrees that it will not expend funds obtained under this contract for any purpose other than those authorized in the administrative requirements specified in the application and most recently approved budget for the Grant, and will expend grant funds only during the period covered by this contract unless prior written approval is received from the SCAO.

5.04 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.

5.05 All reimbursements for the proper performance of the contract shall be made by the SCAO quarterly, upon submission by the Grantee of claims for approval by the SCAO. The claims shall include a specific amount of the hours worked, hourly salary, the detailed services provided by the Grantee or Grantee's staff, and/or the specific amount expended on supplies or operating costs necessary for program operation.

5.06 Requests for adjustments in expenditures within line items and between line item categories must be made using a Contract Amendment, within WebGrants, and approved by the SCAO. Budget deviation allowances are not permitted.

5.07 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.

5.08 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.

6. CONDUCT OF THE PROJECT

6.01 The Grantee shall abide by all terms and conditions required in the application assurances, budget requirements, and the Grantee's approved program outline and most recently approved budget.

6.02 The Grantee agrees that funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytizing. If the

Grantee refers participants to, or provides, a non-federally funded program of service that incorporates such religious activities: (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-federally funded program or services that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the Grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to a comparable secular alternative program or service.

7. ASSIGNMENT

7.01 The Grantee may not assign the performance under this contract to subcontract personnel except with the prior written approval of the SCAO.

7.02 All provisions and requirements of this contract shall apply to any subcontracts or agreements the Grantee may enter into in furtherance of its obligations under the contract.

7.03 The Grantee shall provide copies of all subrecipient subcontracts for services funded in whole or in part by this grant to the SCAO.

8. CONFIDENTIAL INFORMATION

8.01 In order that the Grantee's employees or subrecipient subcontractors may effectively provide fulfillment of this contract 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 contract.

8.02 Both the SCAO and Grantee shall assure that medical services to, and information contained in the medical records of, persons served under the provisions of this contract 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 patient's legal guardian or person with other legal authority, 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.

9. HUMAN SUBJECTS

9.01 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.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, 42 CFR PART 2, AND MICHIGAN MENTAL HEALTH CODE

10.01 To the extent applicable, the Grantee assures and certifies that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code, to the extent that this act and these regulations are pertinent to the services that the Grantee provides under this contract. These requirements include:

- A. The Grantee must not share any protected health or other protected data and information provided by the SCAO or any other source that falls within HIPAA, 42 CFR Part 2, and/or the Michigan Mental Health Code requirements, except to a subrecipient subcontractor as appropriate under this contract.
- B. The Grantee must require, in the terms and conditions of any subcontract, that the subrecipient subcontractor not share any protected health or other protected data and information from the SCAO or any other source that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements.
- C. The Grantee must use protected data and information only for the purposes of this contract.
- D. The Grantee must have written policies and procedures addressing the use of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements. The policies and procedures must meet all applicable federal and state requirements including HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code regulations. These policies and procedures must include restricting access to the protected data and information by the Grantee's employees.
- E. The Grantee must have a policy and procedure to report to the SCAO unauthorized use or disclosure of protected data and information that falls under HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements of which the Grantee becomes aware.
- F. Failure to comply with any of these contractual requirements may result in the termination of this contract in accordance with section 18.
- G. In accordance with HIPAA, 42 CFR Part 2, and/or Michigan Mental Health Code requirements, the Grantee is liable for any claim, loss, or damage relating to its unauthorized use or disclosure of protected data and information received by the Grantee from the SCAO or any other source.

11. RIGHTS TO WORK PRODUCT

11.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Grantee under this contract, and amendments thereto, shall belong to the SCAO and are subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this contract and shall have the right to distribute those materials.

11.02 The SCAO grants the Grantee a royalty-free, nonexclusive license to use anything developed in the course of executing this contract if the work product enters the public domain.

11.03 The SCAO shall have copyright, property, and publication rights in all written or visual material or other work products developed in connection with this contract. The Grantee shall not publish or distribute any printed or visual material relating to the services provided under this contract without the prior explicit permission of the SCAO.

12. WRITTEN DISCLOSURE

12.01 The Grantee and the Grantee's employees or subrecipient subcontractors shall promptly disclose in writing to the SCAO all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by the Grantee or the Grantee's employees or subrecipient subcontractors jointly with the SCAO or singly by Grantee or Grantee's employees or subrecipient subcontractors while engaged in activity under this contract. As to each such disclosure, the Grantee shall specifically point out the features or concepts that are new or different.

12.02 The SCAO shall have the right to request the assistance of the Grantee and Grantee's employees or subrecipient subcontractors in determining and acquiring copyright, patent, or other such protection at the SCAO's invitation and request.

12.03 The Grantee represents and warrants that there are at present no such writings, inventions, improvements, or discoveries (other than in a copyright, copyright application, patent, or patent application) that were written, conceived, invented, made, or discovered by the Grantee or the Grantee's employees before entering into this contract, and which the Grantee or the Grantee's employees desire to remove from the provisions of this contract, except those specifically set forth by attachment hereto.

13. INSURANCE

13.01 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 contract.

14. LIABILITY

14.01 All liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) resulting from claims, demands, costs, or judgments arising out of activities or services carried out by the Grantee in the performance of this contract, shall be the responsibility of the Grantee, and not the responsibility of the SCAO. Nothing in this subsection is, nor shall be construed as, a waiver of governmental immunity.

14.02 The SCAO is not responsible and will not be subject to any liability for any claim related to the loss, damage, or impairment of Grantee's property and materials or the property and materials of the Grantee's employees or subrecipient subcontractors, used by the Grantee pursuant to the Grantee's performance under this contract.

14.03 The Grantee warrants that it is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this contract. The SCAO will not be subject to any liability for any such claim.

14.04 In the event any action or proceeding is brought against the Grantee by reason of any claim due or claimed to be due to Grantee's performance covered under this contract, the Grantee will, at the Grantee's sole cost and expense, resist or defend the action or proceeding as the Grantee deems appropriate. The Grantee retains sole authority and discretion to resolve and settle any such claims.

15. ACQUISITION, ACCOUNTING, RECORDKEEPING, AND INSPECTION

15.01 The Grantee agrees that all expenditures from this contract, including the acquisition of personnel services, contractual services, and supplies, shall be in accordance with: (1) the standard procedures of the Grantee's funding unit, and (2) the administrative and budget requirements of the grant.

15.02 The Grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of funds for the purposes identified in the approved grant request, most recently approved budget, and any applicable approved contract addendum and/or budget amendment.

15.03 The Grantee agrees that the Michigan Supreme Court, the SCAO, the local government audit division of the Michigan Department of Treasury, the State Auditor General, or any of their duly authorized representatives, including program evaluators and auditors, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, books, accounts, data, time cards, or other records related to this contract. The Grantee shall retain all books and records, including all pertinent cost reports, accounting and financial records, or other documents related to this contract, for five years after final payment at the Grantee's cost. Federal and/or state auditors, and any persons duly authorized by the SCAO, shall have full access to and the right to examine and audit any of the materials during the term of this contract and for five years after final payment. If an audit is initiated before the expiration of the five-year period, and extends past that period, all documents shall be maintained until the audit is complete. The SCAO shall provide audit findings and recommendations to the Grantee. The SCAO may adjust future or final payment if the findings of the audit indicate over- or under-payment to the Grantee for the period audited, subject to the availability of funds for such purposes. If an audit discloses an overpayment to the Grantee, the Grantee shall immediately refund all amounts that may be due to the SCAO. Failure of the Grantee to comply with the requirements of this section shall constitute a material breach of this contract upon which the SCAO may cancel, terminate, or suspend this contract.

15.04 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.

16. PROGRAM REVIEW AND MONITORING

16.01 The Grantee shall give the SCAO and any of its authorized agents access to the court at any reasonable time to evaluate, audit, inspect, observe, and monitor the operation of the program. The inspection methods that may be used include, but are not limited to onsite visits, interviews of staff and participants, and review of case records, receipts, monthly/quarterly statistical reports, and fiscal records.

17. REPORTS

17.01 The Grantee agrees to submit timely, complete, and accurate reports as identified in Attachment A.

17.02 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).

17.03 The Grantee is responsible for the timely, complete, and accurate submission of each required report and data as outlined above.

17.04 If any report is 30 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.

18. REDUCTION/SUSPENSION/TERMINATION

18.01 In addition to forfeiture under section 17, 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:

18.02 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:

18.03 Each party has the right to terminate this contract without cause by giving written notice to the other party of such termination at least 15 days before the effective date of such termination. Such written notice will provide valid, legal reasons for termination along with the effective date.

18.04 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

18.05 This contract may be terminated immediately without further financial liability to the SCAO if funding for this contract becomes unavailable to the SCAO.

18.06 Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.

18.07 Filing false certification in this agreement or other report or document.

18.08 This agreement may be terminated immediately if the Grantee, an official 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 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 reflects on the Grantee's business integrity.

18.09 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 MDC 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.

19. COMPLIANCE WITH LAWS

19.01 The Grantee shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

20. MICHIGAN LAW

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

21. CONFLICT OF INTEREST

21.01 The Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this contract.

21.02 The Grantee and the SCAO are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, MSA 4.1700(51) *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*, MSA 4.1700 (71) *et seq.*

22. DEBT TO STATE OF MICHIGAN

22.01 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.

23. DISPUTES

23.01 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 contract within seven days of discovery of the alleged breach.

23.02 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 contract; 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.

24. ENTIRE AGREEMENT

24.01 Except for Grantee's approved grant application, application assurances, and most recently approved budget, this contract 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 contract exists to bind either of the parties.

25. PROGRAM CERTIFICATION

25.01 Under Michigan law, approval and certification by the State Court Administrative Office is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/sobriety court, family dependency treatment court, veterans treatment court, and mental health court. Any of these programs that are not certified shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law. If a program is determined by the State Court Administrative Office to be not certified, this contract is ineffective.

26. AMENDMENT

26.01 This contract may be amended only upon written agreement of the parties.

27. DELIVERY OF NOTICE

27.01 Written notices and communications required under this contract 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 Court, 7200 S. Huron River Drive, Ypsilanti, MI 48197.
- B. The SCAO’s contact person is Andrew Smith, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.

28. SIGNATURE OF PARTIES

28.01 This contract becomes effective when signed by the parties.

IN WITNESS WHEREOF, the SCAO and the Grantee have executed this contract:

14B District Court — Hybrid DWI/Drug Court

By: Brenda L. Stumbo | Mark Nelson
 Authorizing Official (Signature)

Brenda L. Stumbo, Supervisor | Karen Lovcjay Boe, Clerk
 Authorizing Official (Print Name and Title)

Date: 11-21-18

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.).

STATE COURT ADMINISTRATIVE OFFICE

By: _____
Chief Operating Officer

Date: _____

ATTACHMENT A
MICHIGAN DRUG COURT GRANT PROGRAM
FY 2019 REPORTING REQUIREMENTS
October 1, 2018, through September 30, 2019

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2018, through December 31, 2018.
May 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2019, through March 31, 2019.
August 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2019, through June 30, 2019.
November 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2019, through September 30, 2019.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2019	Courts will be confirming user access to DCCMIS.

CLAIMS REPORTS	
DUE DATE	NOTE
January 10, 2019	Courts will be reporting on expenditures from October 1, 2018, through December 31, 2018.
April 10, 2019	Courts will be reporting on expenditures from January 1, 2019, through March 31, 2019.
July 10, 2019	Courts will be reporting expenditures from April 1, 2019, through June 30, 2019.
October 10, 2019	Courts will be reporting expenditures from July 1, 2019, through September 30, 2019.

PROGRESS	
DUE DATE	NOTE
October 30, 2019 Year-End Report	Courts will be reporting on progress made during the grant period – October 1, 2018, through September 30, 2019.

**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: 14302

Unique Identifier: 10065

Grant Amount: \$62,000

Project Title: SCAO OHSP Grant Program

CFDA Number: 20.601

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

Data Universal Numbering System (DUNS) Number: 781488648

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

Federal Grant Award Number: AL-19-05

Federal Program Title: Alcohol Impaired Driving Countermeasures Incentive Grants I

- I. **Period of Agreement:**
This agreement shall commence on October 1, 2018, and terminate on September 30, 2019. 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. **Change in Grantee Contact:**

A change in project director, agency contact, financial officer, authorizing official, addresses, email, or telephone numbers requires written notification to the OHSP. These changes must also be made to the web-based grant application. The project director is responsible for ensuring changes are made to the grant application.

V. **System for Award Management:**

The grantee (and all sub-recipients and contractors) must register or update in SAM (System for Award Management) annually online to be eligible for federal and state grants. The OHSP Program Coordinators must enter that the SAM was checked in the online grants management system. (<https://uscontractorregistration.com/>)

VI. **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.

VII. **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.

VIII. **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.

IX. 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."

X. 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.

XI. **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.

XII. **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 15 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.

XIII. **Closed Captioning:**

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

XIV. **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.

XIV. **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 30 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.

XV. **Project Modification:**

If a project modification is required, the Grantee shall contact the SCAO program coordinator for prior approval.

XVI. **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 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.

XVII. 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.

XVIII. **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.

XIX. **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.

XX. **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.

XXI. **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.

XXII. **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).

XXIII. **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.

XXIV. **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 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 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. **Michigan Law:**

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

XXIX. **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.

XXX. **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.

XXXI. **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.
- 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:
 - a. 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 (Pub. 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.

- b. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- c. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- e. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- f. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- g. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI

of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- h. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - i. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
 - j. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).
 - k. 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.
 - l. The Grantee's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D)).
- 7. If the Grantee is a governmental entity, it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs.
 - 8. If the Grantee is a governmental entity, it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- G. **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 position 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.

XXXII. Conditions on Expenses:

Costs must be reasonable and necessary. Individual consultant fees are limited to \$650 (excluding travel, lodging and meal costs) per day, or \$81.25 per hour, which includes legal, medical, psychological and accountant consultants. If the rate will exceed \$650 for an eight-hour day, or \$81.25 per hour, prior written approval is required from the SCAO. Compensation for individual consultant services is to be responsible 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.

XXXIII. Collection of Unallowable Costs:

Payments made for costs determined to be unallowable by either the Federal awarding agency, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also Subpart D—Post Federal Award Requirements of this part, and Part 200.300 Statutory and national policy requirements through 200.309 Period of performance.

XXXIV. 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.*

XXXV. **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.

XXXVI. **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.

XXXVII. **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.

XXXVIII. **Program Certification:**


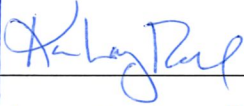
Under Michigan law, approval and certification by the State Court Administrative Office is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/sobriety court, family dependency treatment court, veterans treatment court, and mental health court. Any of these programs that are not certified shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law. If a program is determined by the State Court Administrative Office to be not certified, this contract is ineffective.

XXXIX. **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 Mark Nelson, 14B District, 7200 S. Huron River Drive, Ypsilanti, MI 48197.
- B. The SCAO's contact person is Andrew Smith, 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:
		
Print Name: Brenda L. Stumbo	Karen Lovejoy Roe	Date:
Title: Supervisor	Clerk	
Date: 11-21-18	11-21-18	

**OFFICE OF HIGHWAY SAFETY PLANNING GRANT PROGRAM (OHSP)
FY 2019 REPORTING REQUIREMENTS
October 1, 2018, through September 30, 2019**

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2018, through December 31, 2018.
May 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2019, through March 31, 2019.
August 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2019, through June 30, 2019.
November 15, 2019	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2019, through September 30, 2019.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2019	Courts will be confirming user access to DCCMIS.

CLAIMS	
DUE DATE	NOTE
January 10, 2019	Courts will be reporting on expenditures from October 1, 2018, through December 31, 2018.
April 10, 2019	Courts will be reporting on expenditures from January 1, 2019, through March 31, 2019.
July 10, 2019	Courts will be reporting on expenditures from April 1, 2019, through June 30, 2019.
October 10, 2019	Courts will be reporting on expenditures from July 1, 2019, through September 30, 2019.

OHSP QUARTERLY PROGRAM REPORTS AND PROGRAM INCOME REPORTS	
DUE DATE	NOTE
January 10, 2019	Courts will be reporting on activity occurring during the time period of October 1, 2018, through December 31, 2018.
April 10, 2019	Courts will be reporting on activity occurring during the time period of January 1, 2019, through March 31, 2019.
July 10, 2019	Courts will be reporting on activity occurring during the time period of April 1, 2019, through June 30, 2019.
October 10, 2019	Courts will be reporting on activity occurring during the time period of July 1, 2019, through September 30, 2019.

PROGRAM INCOME VERIFICATION	
DUE DATE	NOTE
January 10, 2019	Courts will be verifying whether program income is collected.

OHSP EMPLOYEE TIME CERTIFICATION REPORTS	
DUE DATE	NOTE
April 10, 2019	Courts will be reporting on employee time paid for by the grant during the time period of October 1, 2018, through March 31, 2019.
October 10, 2019	Courts will be reporting on employee time paid for by the grant during the time period of April 1, 2019, through September 30, 2019.

Defined Benefit Plan Surplus Division Adoption Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Municipal Employees' Retirement System of Michigan ("MERS")

and Charter Township of Ypsilanti, # 8104
(Municipality name) (Municipality number)

entered into an Adoption Agreement effective Nov, 2018; and
(Month, Year)

Employer may elect to remit Contributions to its reserve account with MERS in excess of the annual required Employer Contributions as determined by MERS' actuary, or in excess of the amount currently due from Employer, without such amounts being immediately attributable to the reserve of its employee divisions ("Surplus Contributions"). MERS has advised Employer that in order to accomplish this, MERS must establish a Surplus Division to account such Surplus Contributions.

To establish the Surplus Division(s) and memorialize the terms and conditions agreed to by MERS and Employer concerning their establishment, Employer and MERS hereby enter into this Surplus Contribution Addendum to Employer's Adoption Agreement ("Addendum"), to be effective as of the date set out above.

I MERS Establishment of Surplus Division: Commencing on the effective date of this Addendum, MERS shall establish the following Surplus Division(s) for Employer:

Associated Surplus Divisions:

- a) Surplus Division _____, to be associated with _____.
- b) Surplus Division _____, to be associated with _____.
- c) Surplus Division _____, to be associated with _____.

Unassociated Surplus Divisions:

- d) Surplus Division S1, to be unassociated with any Employee Division.
- e) Surplus Division _____, to be unassociated with any Employee Division.
- f) Surplus Division _____, to be unassociated with any Employee Division.

II Employer Remittance of Surplus Contributions: At Employer's sole and exclusive discretion (which shall include Employer's obligations under terms agreed to by Employer in the course of collective bargaining, if any); Employer may remit contributions to MERS that Employer expressly designates as Surplus Contributions, specifying the appropriate Surplus Division to which they are to be credited. It is understood by Employer that, once remitted to MERS, Surplus Contributions are not and shall never be refundable to Employer, nor used for any purpose other than the funding of its obligations for MERS benefits accrued by employees of Employer.

Defined Benefit Plan Surplus Division Adoption Addendum

- III MERS' Crediting of Surplus Contributions:** Upon receipt from Employer of Employer Contributions designated as Surplus Contributions, MERS shall credit such amounts to the Surplus Division designated by Employer.
- IV Treatment of Surplus Contributions for Actuarial Purposes:** Surplus Contributions reflected in one or more Surplus Division established by MERS as directed by Employer shall be treated as follows for actuarial purposes:
- a) They shall not be included in the determination of the annual Employer Contributions requirement for any Employee Division, and
 - b) They shall be included in the determination of the Employer's overall funded status.
- V Employer Use of Surplus Contributions:** At any time, upon 30 days' advance written notice to MERS, Employer may direct MERS to use the Surplus Contributions currently reflected in one or more established Surplus Division(s) be used by Employer as follows:
- a) Employer may transfer Surplus Contributions reflected in an Unassociated Surplus Division to one or more Employee Division(s).
 - b) Employer may transfer Surplus Contributions reflected in an Assigned Surplus Division to such Employee Division.
 - c) Employer may redesignate any Surplus Division (whether Associated or Unassociated) to either an Associated Surplus Division or to an Unassociated Surplus Division, as applicable.

Employer is solely responsible for any decision(s) it makes under Section V, and Employer agrees that by entering into this Addendum, it shall indemnify and hold MERS harmless from any claim, challenge, or litigation arising from its actions under Section V, including costs and attorneys' fees.

Once Surplus Contributions are transferred to an Employee Division, they may not thereafter be recharacterized as Surplus Contributions or transferred back to a Surplus Division.

- VI Recharacterization of Contributions:** By written notice to MERS, Employer may make a one-time election to transfer Employer Contributions it remitted prior to the effective date of this Addendum that were in excess of the amount then due from Employer from an Employer Division to one or more Surplus Division(s) established by this Addendum, and recharacterize those amounts as Surplus Contributions. Employer may make the election described herein only once.
- VII Rights of MERS:** At any time following the occurrence of any or all of the following, MERS reserves the right to transfer some or all of the Surplus Contributions reflected in an Employer's Reserves to one or more Employee Division(s) of such Employer:
- a) Employer has defaulted on some or all of its contribution obligations to MERS.
 - b) Employer has filed for or is otherwise subject to bankruptcy protection or receivership.
 - c) An emergency manager or similar oversight authority has been appointed to conduct Employer's financial affairs.

Defined Benefit Plan Surplus Division Adoption Addendum

VIII Continuation of Adoption Agreement: Except for the terms and conditions of this Addendum, all other terms and conditions of the Adoption Agreement, as it may be or may have been amended from time to time, shall continue unchanged.

IN WITNESS WHEREOF, this Addendum is entered into by MERS and Employer by signature of the authorized parties below:

Employer Approving Authority

Signature: Brenda L. Stumbo | Karen Lovijoy Roe on 11-21-18
(Name of approving representative) (Date)

Employer Printed Name: Brenda L. Stumbo | Karen Lovijoy Roe

Employer Title: Supervisor | Clerk

MERS Approving Authority

Signature: _____ on _____
(Date)

MERS Printed Name: _____

MERS Title: _____

Charter Township of Ypsilanti

Resolution 2018-32

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;

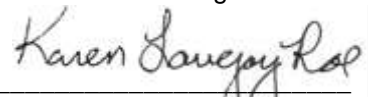
WHEREAS, the three options are as follows:

- 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, 2019 through December 31, 2019.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2018-32 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on November 20, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti



NEW ACCOUNT _____ EXISTING ACCOUNT _____
 INSTALLATION DATE _____
 MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Charter Township of Ypsilanti LOC. NO. 150
 ADDRESS 7200 Huron River Dr. ROUTE NO. _____
Ypsilanti, Mi 48197 DATE _____
 PHONE 734-481-0617 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VALU-LEASE ²
1001 100% Cotton Pant	\$17.90	Wkly	13/11	143	\$0.29		\$41.47	
0101 100% Cotton Shirt	\$13.75	Wkly	7/11	77	\$0.23		\$17.71	
04MM Short Sleeve Polo	\$12.15	Wkly	5/11	55	\$0.13		\$7.15	
08HX High Visiblilty Long Sleeve	\$27.65	Wkly	1/11	11	\$0.30		\$3.30	
3045 Insulated Coverall	\$55.85	Wkly	4/2	8	\$0.75		\$6.00	
3001 100% Cotton Coverall	\$27.15	Wkly	3/2	6	\$0.46		\$2.76	
1001 100% Cotton Pant	\$17.90	Wkly	2/9	18	\$0.29		\$5.22	
04MM Short Sleeve Polo	\$12.15	Wkly	2/9	18	\$0.13		\$2.34	
Minimum weekly charge applies, equal to 75% of the initial weekly install value.							\$64.46	

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery: Wearer name per piece	\$1.50
Company name per piece	\$2.55
One time embroidery charge	\$25.00

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (See description on reverse side)	\$2.05

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge³

COMMENTS
 Garment preparation, name emblem, and company emblem are waived on initial order only. One exception will be made to waive the garment prep, name emblem, and company emblem for the one employee that has not yet been hired on their initial order only.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization - including logos or brand identities - that has been requested.

SALES REP: Jenna Lammert 11/2/2018
SALES REP (Print Name) DATE
 ACCEPTED⁵: _____
LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

ACCEPTED: _____
CUSTOMER (Signature) DATE
Brendal Stumbo Karen Lovejoy Roe
CUSTOMER (Print Name and Title)
Supervisor Clerk
EMAIL 11-21-18 11-21-18

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is ValU-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature _____ Date _____ (I have read and agree to all of the above Terms.)

CHANGE NOTICE #1
TO
Authorizing Document Number #509
 Paper to Digital Images
 Ypsilanti Township
 Buildings Department

Nature of the Change

This change order is issued to more accurately reflect the actual volumes and costs associated with the conversion of the building department files. As compared to the original cost estimate provided in the original Authorizing Document.

Financial Considerations

See attached rate sheet.

Name/Title/Role	Signature	Date
Greg Colton Graphic Sciences, Inc. 1551 E Lincoln Ave Madison Heights MI 48071 gregc@gsiinc.com		
Jessica Weston DTMB Records Management Services Records Analyst Contract Program Manager westonj2@michigan.gov		
Brenda L. Stumbo Ypsilanti Township Supervisor Financial Approval bstumbo@ytown.org		11-21-18
Karen Lovejoy Roe Ypsilanti Township Clerk Business Owner klovejoyroe@ytown.org		11-21-18

* Changes to Assignment of Business Owner from the original Statement of Work or the most recent Change Order must be authorized by the Business Owner's immediate supervisor.

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET - RECORDS MANAGEMENT SERVICES					
PRICE LIST OF IMAGING/MICROFILM SERVICES EFFECTIVE JUNE 2018					
DESCRIPTION	DOCUMENT SIZE	PRICE PER UNIT	# OF UNITS	CHARGE	
200 DPI PAPER SCANNING - BLACK AND WHITE IMAGE					
PAPER DOCUMENTS	UP TO 5.5 X 8.5	0.0514 PER IMAGE			0.00
PAPER DOCUMENTS	UP TO 8.5 X 14	0.0706 PER IMAGE	780,400		55096.24
ENGINEERING DRAWINGS	ANY	1.1040 PER IMAGE			0.00
E-LOGS	ANY	0.1035 PER LINEAR FT.			0.00
PAPER DOCUMENTS	UP TO 11X14	0.0856 PER IMAGE			0.00
DIGITAL SCANNING COLOR	UP TO 8.5 X 14	0.0856 PER IMAGE			0.00
DIGITAL SCANNING COLOR	UP TO 5.5X8.5	0.0805 PER IMAGE			0.00
200 DPI SCANNING - FLATBED					
B&W, GREY SCALE OR COLOR IMAGE	UP TO 11 X 14	0.4186 PER IMAGE			0.00
200 DPI MICROFILM SCANNING - BLACK AND WHITE IMAGE					
16MM ROLL		0.0598 PER IMAGE			0.00
35MM ROLL		0.0909 PER IMAGE			0.00
35MM APERTURE CARDS		1.0235 PER IMAGE			0.00
16MM 5-CHANNEL JACKET or non uniform fiche		0.1840 PER IMAGE			0.00
105MM MICROFICHE highspeed scan - uniform layout		0.0587 PER IMAGE			0.00
DELIVERY MEDIA					
CD-R		16.1000 PER CD			0.00
DVD		16.1000 PER DVD	11		177.10
MICROFILM FROM DIGITAL IMAGE (TIFF)					
SILVER 16MM ROLL		0.0460 PER IMAGE			0.00
SOURCE DOCUMENT FILMING					
ROTARY CAMERA	ALL	0.0460 PER IMAGE			0.00
16MM PLANETARY	ALL	0.1150 PER IMAGE			0.00
35MM PLANETARY (ENGINEERING)	ALL	0.6900 PER IMAGE			0.00
105 STEP & REPEAT FICHE	ALL	0.1610 PER IMAGE			0.00
DUPLICATION					
	FILM	TYPE	PRICE PER UNIT	# OF	CHARGE
100 FT 16MM ROLL FILM	5 MIL.	DIAZO	9.9245 PER ROLL		0.00
215 FT 16MM ROLL FILM	2.5 MIL.	DIAZO	12.5465 PER ROLL		0.00
100 FT 35MM ROLL FILM	5 MIL.	DIAZO	14.6280 PER ROLL		0.00
100 FT 16MM ROLL FILM	5 MIL.	SILVER	19.1475 PER ROLL		0.00
215 FT 16MM ROLL FILM	2.5 MIL	SILVER	35.0750 PER ROLL		0.00
100 FT 35MM ROLL FILM	5 MIL.	SILVER	39.4450 PER ROLL		0.00
105MM CUT FICHE OR JACKETS	5 MIL.	DIAZO	0.4485 PER FICHE		0.00
FILM PROCESSING (EXCLUDES CAMERA WORK)					
		TYPE	PRICE PER UNIT	# OF	CHARGE
100 FT 16MM	5 MIL.	SILVER	8.9700 PER ROLL		0.00
215 FT 16MM	2.5 MIL.	SILVER	13.0180 PER ROLL		0.00
LOADING - CARTRIDGES - APERTURE CARDS - JACKETS					
			PRICE PER UNIT	# OF	CHARGE
CARTRIDGE LOADED & LABELED			4.8875 PER CARTRIDGE		0.00
TYPE "A" ANSI CLIP LOADED & LABELED			2.4150 PER CLIP		0.00
16 MM 5 CHANNEL JACKET			1.0350 PER JACKET		0.00
35MM APERTURE CARD			0.2875 PER CARD		0.00
MISCELLANEOUS SERVICES					
		TYPE	PRICE PER UNIT	# OF	CHARGE
DOCUMENT PREPARATION			22.6895 PER HOUR	1,872	42474.74
DECISION BASED DOCUMENT PREPARATION			40.6295 PER HOUR		0.00
DATA ENTRY FOR INDEXING (heads down)			0.0127 PER CHARACTER		0.00
DATA ENTRY FOR INDEXING (by the hour)			44.1715 PER HOUR		0.00
ADDITIONAL QC / SPECIALIZED IMAGE FINISHING			34.7760 PER HOUR		0.00
DECISION BASED ADDITIONAL QC / SPECIALIZED IMAGE FINISHING			38.0650 PER HOUR		0.00
COMPUTER RUN TIME			15.8125 PER HOUR		0.00
FULL TEXT OPTICAL CHARACTER RECOGNITION			15.8125 PER HOUR		0.00
CUSTOM PROGRAMMING			173.6500 PER HOUR		0.00
BOX STORAGE			0.3680 PER CU FT/MONTH		0.00
COMMERCIAL SHIPPING (UPS, FEDEX, AIRBORN, ETC.)			0.0000 @ CURRENT RATE		0.00
PAPER PRINTS FROM 35MM ROLL OR APERTURE CARD			0.7820 PER PRINT		0.00
PAPER PRINTS FROM JACKETS, FICHE, 16MM ROLL			0.2645 PER PRINT		0.00
MICROFICHE ENVELOPES			0.0575 EACH		0.00
MISCELLANEOUS			0.0000 EACH		0.00
				Total:	97748.08

Authorizing Document
for
Conversion Services
Paper to Digital Images
Prepared For:
Ypsilanti Township
Buildings Department
August 21, 2018
MI-509
Version 1.0

Conversion services can begin following the signing of this document by all involved parties in compliance with the procedures outlined in this Authorizing Document in accordance with State of Michigan Contract 171 180000000749.

Name/Title/Role	Signature	Date
Greg Colton Graphic Sciences, Inc. 1551 E Lincoln Ave Madison Heights MI 48071 gregc@gsiinc.com		
Jessica Weston DTMB Records Management Services Records Analyst Contract Program Manager westonj2@michigan.gov		
Brenda L. Stumbo Ypsilanti Township Supervisor Financial Approval bstumbo@ytown.org		
Karen Lovejoy Roe Ypsilanti Township Clerk Financial Approval klovejoyroe@ytown.org		
Michael Radzik Ypsilanti Township Director of Community Standards Business Owner mradzuj@ytown.org		

AUTHORIZING DOCUMENT

I. General

A. Purpose

The purpose of this Authorizing Document is to establish the parameters of the work to be performed and the responsibilities of the parties involved in this conversion. The parties involved in this conversion are Ypsilanti Township Buildings Department (AGENCY) and Graphic Sciences, Inc. (GSI) as the services provider. Should the AGENCY elect to proceed with this work, this Authorizing Document will be used to direct the efforts of the AGENCY and of the service provider (GSI). Commitment to service is established by the submission of a Source Document Job Order form with the documents to be scanned.

B. Scope/objective

This Authorizing Document is not to be interpreted as a commitment to perform any set or fixed amount of work.

The objective of this work effort is to convert the contents of the buildings files currently in paper records to digital images. The files are currently stored in rotating file shelving. The files will be delivered as image-only PDFs named by the Sidwell number and the property address. There are approximately 18,345 individual files in the collection. There are an estimated 670,500 business documents and approximately 725 large format drawings in the paper collection. This is a one-time backfile conversion that is expected to take approximately 10 weeks to complete. The digital images will be loaded into the AGENCY's electronic document management system.

C. Record Series: General Schedule #10 – Michigan Townships

- Aerial Photos – Permanent
- Application for Construction – Life of structure plus 7 years
- Architectural Plans – Permanent
- Building Plans, commercial – Permanent
- Building Plans, non-commercial – Life of structure plus 7 years
- Certificate of Occupancy – Life of structure plus 7 years
- Licensing Certificates of Inspectors or Contractors – Permanent
- Master Plan – Permanent
- Permits and Construction Applications – Life of structure plus 7 years
- Reports (Inspector) – Life of structure plus 7 years

As Ypsilanti Township intends to group records from these different series together, it does so with the knowledge that if any permanent records are

included in a single digital document, that document must be either retained permanently, or that the permanent records must be removed and stored separately before the document can be destroyed according to the retention schedule.

D. Contact Information

1. The AGENCY has elected Nancy Wyrbkowski at 734-485-3943, nwyrbkowski@ytown.org as Project Manager and point of contact for this project. The financial contact for this work effort is Michael Radzik, 734-544-3730, mradzik@ytown.org.
2. GSI has elected Cedric Harper @ 1-800-397-6620 as Project Manager and point of contact.
3. DTMB Records Management Services is the program manager for this contract and can be reached at 517-335-9132.

E. Pickup Schedule

1. Following AGENCY approval and acceptance of this agreement, production conversion will begin when the AGENCY contacts GSI for pickup of material.
2. GSI will provide the boxes and the labor required to remove the files from the current shelving, place the files in the boxes in Sidwell number order and transport the material from the Ypsilanti Township office (Tilden R. Stumbo Civic Center, 7200 S Huron River Dr, Ypsilanti MI) to the GSI production facility in Madison Heights MI.
3. Boxing the files and removing the boxes is expected to take no more than two days.
4. Each pickup will be assigned a production work order number. A copy of the work order will be left with the agency at the time of material pickup. GSI will complete the top portion of each job order form as the boxes are packed. The job order will identify the number of boxes in the job and the range of Sidwell numbers from the lowest to the highest Sidwell number on the job. Each delivery batch from the township building to GSI will be considered one job.

II. **Scan Test Sample** (to be completed prior to the completion of this document)

The purpose of the scan test is to establish the scanner settings necessary to obtain the optimum image in a collection of documents.

A. Selection of Test Documents

1. The AGENCY shall be responsible for selecting a diverse sampling of documents from the collection of records to be scanned.
2. The selection of documents shall be no more than 1000 documents or 1% of the entire collection (whichever is less) unless it is determined and agreed upon by both parties that a larger sample is necessary.
3. GSI shall assist the AGENCY in the selection of sample documents if requested.

B. Performance of Test

1. GSI shall perform and deliver free of charge as many test samples as reasonably necessary to obtain the optimum scan settings. Unnecessary scan tests requested by the agency may be subject to charge as determined by the DTMB RMS Program Manager.
2. GSI shall re-test the collection if new or different scanners are used in mid-production. The re-test shall be compared to the original test. If the quality of the re-test cannot meet or exceed the quality of the original test, GSI shall stop all production and notify the AGENCY and DTMB RMS Program Manager for further instruction.

C. Review and Documentation of Test

1. The AGENCY shall review and approve a test scan prior to the production scanning of any documents. The approval of a test scan is documented by the signing of this Authorizing Document.
2. The AGENCY shall be responsible for maintaining any documents used in the test sample as well as any documentation (including test images) created in the testing process as evidence of this conversion unless prohibited by law or its Records Retention and Disposal Schedule. **The final approved test for this project is job order number # dated 8/10/2018.**

III. Document Preparation

A. Non Scanner Ready Documents

1. GSI will perform any required document preparation functions necessary to make the documents ready for scanning and indexing. This includes but may not be limited to; removal of staples and paper clips, copying or repair of torn documents, taping small documents to 8 ½ x 11, verify and sort to

proper file order as instructed, and insertion of a pre-printed bar code sheet that identifies the file by Sidwell number and street address.

2. Documents containing Post-it notes or other attachments covering parts of a page shall be copied as is. The Post-it note or attachment shall then be removed and discarded. The copy containing the Post-it note information shall be placed in front of the original for imaging.
3. The AGENCY has provided a complete listing of the current Sidwell numbers and street addresses. It is this file that will be used to create the file identification bar codes.

IV. Document Scanning

- A. All business documents will be scanned on a Canon X-10 document scanner. All large format drawings will be scanned on a Colortrak drawing scanner.
- B. GSI will scan all surfaces of the documents that contain any information. Blank pages will be electronically removed as specified in the production test results (see attachment A).
- C. All documents will be scanned in black & white at a resolution of 200 DPI.
- D. Images will be single page images stored in a TIFF group 4 image file format. The images will be converted to multi-page image-only PDF prior to delivery.
- E. GSI will select a single scanner setting that optimizes the appearance of the digital images. All documents will be captured using that optimum scanner setting.

V. Document Re-assembly

- A. Documents will be returned to their original boxes in their original order but will not require further re-assembly.

VI. Product Finishing

- A. Indexing
 1. See Attachment B
- B. Product Media
 1. Final image product will be delivered on DVD contained glassine sleeves.

C. Labeling

1. GSI will create DVD labels with a minimum of the following information.

FACE LABEL

Ypsilanti Township Buildings Department Job Order # Document Count Beginning Sidwell Number through Ending Sidwell Number Date CD/DVD Created

VII. **Quality Control**

- A. Following the document scanning process, GSI will randomly examine 10% of the images from each batch to ensure the legibility and reproducibility of images are in compliance with the approved test sample. Any poor quality images detected will be re-scanned and replaced. If 2% of the QC test contains poor images, the entire batch will be re-analyzed and re-scanned.
- B. GSI shall follow all quality control measures agreed upon by the Department of Technology, Management and Budget as well as any applicable AIIM/ANSI standards.

VIII. **Product Delivery**

- A. GSI will deliver all final products to Nancy Wrybkowski at 7200 S Huron River Dr, Ypsilanti MI.
- B. Based on samples analyzed, GSI estimates the entire project to take approximately 10 weeks to complete.

IX. **Product Acceptance**

- A. Upon receipt of the images, the AGENCY will have 30 days to review and inspect the delivered images to determine any quality issues.
- B. The delivered product will be deemed acceptable, unless the AGENCY otherwise notifies GSI within the time period specified above.

- C. GSI will correct problems identified as the vendor's responsibility within a schedule agreeable to both parties.
- D. If quality issues are found, the holding period specified above will restart after the issues are resolved and the work is delivered back to the AGENCY.
- E. After the time period specified above and unless otherwise instructed, all scanned documents will be delivered to the Record Center to be destroyed.

X. Pricing Schedule

- A. Project costs will be invoiced monthly to the Department of Technology, Management and Budget. DTMB Records Management Services will withdraw the calculated cost in accordance with the current published rate via interagency transfer through SIGMA using the billing codes provided by the AGENCY in this Authorizing Document.
- B. All invoicing will be generated utilizing the State of Michigan pricing schedule contract.
- C. Invoices will reflect the number of units billed in accordance with the requirements of the Department of Technology, Management and Budget pricing structure. The actual number of units will also be noted on the invoice.
- D. The AGENCY will incur the cost of scanning bar codes used for identification or indexing purposes. These bar codes will be removed from the image collection prior to the actual delivery. The AGENCY will not be charged for scanning images that have been removed from the collection which were identified as having less than the threshold specified in the test results section of this Authorizing Document.

XI. Acceptance of Authorizing Document

- A. With the signing of this document which represents that the AGENCY accepts GSI's procedures and pricing, GSI will begin the conversion services that have been outlined within this Authorizing Document.

XII. Other Terms and Conditions

- A. None

XIII. Amendments

- A. Either party can initiate a review of this Authorizing Document and can request revisions to it. The AGENCY, the DTMB RMS Program Manager and

GSI must agree to any changes in writing. Any revision made to the Authorizing Document will be tracked. If an amendment is found necessary, production will continue unless there is a critical change needed. In this instance, all necessary steps will be taken by all parties to ensure there is minimal interruption in workflow.

Attachment “A” Production Test results

A complete test of the production test was executed with representative documents provided by the AGENCY.

Preparation: The following tasks were performed during the preparation process:

- **Fasteners Removed**
- **Documents repaired**
- **Documents unfolded and bent corners corrected**
- **No photocopying was necessary**
- **Index values identified.**
- **Estimate the time involved in the prep process**

Document scanning: The following settings were used to create the delivered test.

- Resolution: **200 DPI**
- Duplex: **ON**
- Dithering: **OFF**
- Skew Detect: **ON**
- Border Elimination: **ON**
- Bar Code Detect: **ON**
- Page Size: **Auto ON**
- Contrast Setting: **Automatic**
- Brightness Setting: **Automatic**
- Scan Threshold Setting: **Normal S-5**

These settings produced the best possible image across the sample of test documents provided. No individual page to page settings were needed or used.

Image Indexing: Each “document” was indexed using the criteria in the Authorizing Document. Specifically, **XXX**.

Image Delivery: For purposes of delivering a viewable sample, images and index data were delivered on a CD/DVD that contained its own image viewer, the index data base and the actual images. A 100% review of the images and the index data was executed prior to the delivery of the test images. **The test images were delivered with a known error. Specifically, XXX.**

Average Image Size: Any volume estimates provided are based on the sample documents provided. The average image size in this test collection was: **XXKB**

Attachment "B" Indexing Requirements

B.1 Indexing Process

The AGENCY has provided GSI with a data file that contains all of the Sidwell numbers and property addresses. This file will be used to print identification bar codes that will be inserted as the first page of each file. The data from the bar code sheet will be interpreted at the scanner and the file will be delivered named as follows.

B.2 Resulting Application Index Values

Field Name	Data Type	Pattern	Example
Sidwell Number and Property Address	Text	AAAAAAA	XXXXXXXXXX

Example:

XXXXXXXXXX.PDF

Attachment "C" Pricing

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET - RECORDS MANAGEMENT SERVICES					
PRICE LIST OF IMAGING/MICROFILM SERVICES EFFECTIVE JUNE 2018					
DESCRIPTION	DOCUMENT SIZE	PRICE PER UNIT	# OF UNITS	CHARGE	
200 DPI PAPER SCANNING - BLACK AND WHITE IMAGE					
PAPER DOCUMENTS	UP TO 5.5 X 8.5	0.0514 PER IMAGE			0.00
PAPER DOCUMENTS	UP TO 8.5 X 14	0.0706 PER IMAGE	670,500		47337.30
ENGINEERING DRAWINGS	ANY	1.1040 PER IMAGE	725		800.40
E-LOGS	ANY	0.1035 PER LINEAR FT.			0.00
PAPER DOCUMENTS	UP TO 11X14	0.0856 PER IMAGE			0.00
DIGITAL SCANNING COLOR	UP TO 8.5 X 14	0.0856 PER IMAGE			0.00
DIGITAL SCANNING COLOR	UP TO 5.5X8.5	0.0805 PER IMAGE			0.00
200 DPI SCANNING - FLATBED					
B&W, GREY SCALE OR COLOR IMAGE	UP TO 11 X 14	0.4186 PER IMAGE			0.00
200 DPI MICROFILM SCANNING - BLACK AND WHITE IMAGE					
16MM ROLL		0.0598 PER IMAGE			0.00
35MM ROLL		0.0909 PER IMAGE			0.00
35MM APERTURE CARDS		1.0235 PER IMAGE			0.00
16MM 5-CHANNEL JACKET or non uniform fiche		0.1840 PER IMAGE			0.00
105MM MICROFICHE highspeed scan - uniform layout		0.0587 PER IMAGE			0.00
DELIVERY MEDIA					
CD-R		16.1000 PER CD			0.00
DVD		16.1000 PER DVD	10		161.00
MICROFILM FROM DIGITAL IMAGE (TIFF)					
SILVER 16MM ROLL		0.0460 PER IMAGE			0.00
SOURCE DOCUMENT FILMING					
ROTARY CAMERA	ALL	0.0460 PER IMAGE			0.00
16MM PLANETARY	ALL	0.1150 PER IMAGE			0.00
35MM PLANETARY (ENGINEERING)	ALL	0.6900 PER IMAGE			0.00
105 STEP & REPEAT FICHE	ALL	0.1610 PER IMAGE			0.00
DUPLICATION					
100 FT 16MM ROLL FILM	5 MIL.	DIAZO	9.9245 PER ROLL		0.00
215 FT 16MM ROLL FILM	2.5 MIL.	DIAZO	12.5465 PER ROLL		0.00
100 FT 35MM ROLL FILM	5 MIL.	DIAZO	14.6280 PER ROLL		0.00
100 FT 16MM ROLL FILM	5 MIL.	SILVER	19.1475 PER ROLL		0.00
215 FT 16MM ROLL FILM	2.5 MIL.	SILVER	35.0750 PER ROLL		0.00
100 FT 35MM ROLL FILM	5 MIL.	SILVER	39.4450 PER ROLL		0.00
105MM CUT FICHE OR JACKETS	5 MIL.	DIAZO	0.4485 PER FICHE		0.00
FILM PROCESSING (EXCLUDES CAMERA WORK)					
100 FT 16MM	5 MIL.	SILVER	8.9700 PER ROLL		0.00
215 FT 16MM	2.5 MIL.	SILVER	13.0180 PER ROLL		0.00
LOADING - CARTRIDGES - APERTURE CARDS - JACKETS					
CARTRIDGE LOADED & LABELED			4.8875 PER CARTRIDGE		0.00
TYPE "A" ANSI CLIP LOADED & LABELED			2.4150 PER CLIP		0.00
16 MM 5 CHANNEL JACKET			1.0350 PER JACKET		0.00
35MM APERTURE CARD			0.2875 PER CARD		0.00
MISCELLANEOUS SERVICES					
DOCUMENT PREPARATION			22.6895 PER HOUR	894	20284.41
DECISION BASED DOCUMENT PREPARATION			40.6295 PER HOUR		0.00
DATA ENTRY FOR INDEXING (heads down)			0.0127 PER CHARACTER		0.00
DATA ENTRY FOR INDEXING (by the hour)			44.1715 PER HOUR		0.00
ADDITIONAL QC / SPECIALIZED IMAGE FINISHING			34.7760 PER HOUR		0.00
DECISION BASED ADDITIONAL QC / SPECIALIZED IMAGE FINISHING			38.0650 PER HOUR		0.00
COMPUTER RUN TIME			15.8125 PER HOUR		0.00
FULL TEXT OPTICAL CHARACTER RECOGNITION			15.8125 PER HOUR		0.00
CUSTOM PROGRAMMING			173.6500 PER HOUR		0.00
BOX STORAGE			0.3680 PER CU FT/MONTH		0.00
COMMERCIAL SHIPPING (UPS, FEDEX, AIRBORNE, ETC.)			0.0000 @ CURRENT RATE		0.00
PAPER PRINTS FROM 35MM ROLL OR APERTURE CARD			0.7820 PER PRINT		0.00
PAPER PRINTS FROM JACKETS, FICHE, 16MM ROLL			0.2645 PER PRINT		0.00
MICROFICHE ENVELOPES			0.0575 EACH		0.00
MISCELLANEOUS			0.0000 EACH		0.00
Total:					68583.11

Attachment “D”

Recommended Practice: Quality Assurance Procedures

The purpose of this procedure is to statistically examine the delivered results of the data and images for the record collection that will be converted to digital images. The statistics are derived from the standard known as ANSI/ASQC Z 1.4, formerly known as Mil STD 105. When properly used these standards provide the end user a 99.95% certainty that the work delivered is equivalent to the QA examination. It is important to note that this procedure is not equivalent to quality control but is rather an examination of the completed and delivered results.

Prior to the pickup of the material:

STEP 1. Complete the job order form. In particular, note the unique job number located in the top right hand corner of the form.

STEP 2. For each box in the job, randomly select six individual pages. There is no exact methodology to this selection process but it will be best to make the selections randomly from the front to the back of the box. Note the **EXACT** location from which the page was selected. Make a photocopy of the selected page and handwrite the unique index value of that page on the photocopy. If the selected page happens to be a poor quality original, do not modify the copier settings in order to improve the legibility of the page. Return the original document to the **EXACT** location from which it was taken. Note: It may be best to perform this function one page at a time. This will reduce the chance of an error.

STEP 3. Staple the photocopies together by the box from which they were selected and handwrite the box number on the first page. By way of example, if there are 20 boxes in the job, there should be 20 stapled groups identified by the box number.

STEP 4. Insert the photocopies into an envelope and mark the envelope with the job number.

At the completion of Step 4 the job is ready to be sent for scanning. The job will be scanned and indexed by the vendor and the completed work will be delivered to the appropriate people for loading into the imaging system.

When you have been notified that the images associated with the specific job are loaded, or the job has been delivered to your department, the QA examination can be completed. The basis for the examination is two-fold. (1) Can the image be located using the correct index value and (2) once located, is the digital image equivalent to the photocopy.

STEP 5. Upon notification that the job is loaded, locate the proper envelope containing the photocopies for the job. Step through the photocopies one at a time and using the index value as the search criteria, request the file. Once the file is available on the

computer screen, step through the images and locate the digital image equivalent of the photocopy.

PASS Criteria

The digital image for each selected page must be able to be located using the correct index value. Once the image has been located; it must have the same general appearance as the photocopy. If these two conditions are met, the QA for that page is complete. Continue to request and examine each selected sample image.

FAIL Criteria:

If the digital image cannot be located within its correct index value **OR** if the digital image is significantly poorer in visual appearance when compared to the photocopy, notify the designated person within the department immediately.

What happens in the case of a failure?

The failure should be reported to DTMB Records Management Services via email at dtmb-imagingservices@michigan.gov and to Greg Colton at GSI via email at gregc@gsiinc.com as soon as it is reasonably convenient to do so. The Job Order Number and exact nature of the failure in as much detail as possible should be provided.

If GSI performed all work according to the specifications in this Authorizing Document, no further action is required by the vendor. The vendor will examine the original documents and the delivery data and/or images to verify that specifications have been met, then report the results to the AGENCY and DTMB Records Management Services, which will verify the results.

If GSI did not perform all work according to the specifications in this Authorizing Document, the vendor will re-process and re-deliver the product to meet all specifications, at no further cost to the AGENCY.

Failure to perform quality assurance

Performance of quality assurance within the time frame listed in Section IX (Product Acceptance) is the AGENCY's responsibility. Failure to perform quality assurance within the specified timeline may result in the AGENCY being charged for any desired re-processing, and may result in the inability to re-process the work if the original documents have been destroyed.

It is recommended that the AGENCY retain a copy of all Job Order forms at minimum until the quality assurance period has ended.

Attachment “E” Quality Control Levels of Inspection

Inspection

GSI will perform the following inspection procedures:

Open and view the first, middle and last image of each batch or box of material. In addition to viewing the first, middle and last page, no less than 10% of all of the images, randomly selected, will be opened and viewed to ensure that the capture of the image is compliant with the initial test results. Inspect images for clarity, reproducibility, proper sequence when sequence is appropriate, correct image orientation, and proper and accurate indexing.

If failure is due to improper prepping, scanning or indexing by GSI the project will be redone at GSI's expense.

If images are determined to be non-compliant with the established test results the work will be redone at GSI's expense.

Defects detected with this inspection process

- Improper image contrast
- Incorrect scanner settings
- Incorrect resolution
- Incorrect or inaccurate indexing
- Image file format
- Incorrect naming convention
- Textual loss
- Image skewing
- Information distortion caused by folds or creases in the documents
- Image polarity
- Image orientation
- Image overlap caused by multiple document feed
- Failure to maintain correct document sequencing

ATTACHMENT "F"

For billing purposes, the AGENCY will provide the following information the State of Michigan, Department of Management and Budget, Records Management Services. This information will be used to issue invoices for the work performed.

Name of Municipal Government: Charter Township of Ypsilanti

Department: Building Department

Billing Address: 7200 S. Huron River Drive / Ypsilanti, MI 48197

Contact Name, telephone, email for billing purposes: Michael Radzik, 734-544-3730, mradzik@ytown.org

Purchase order number (if necessary): (pending Board approval)

Please provide any other information that may be necessary in order to facilitate the billing process.

[Click or tap here to enter text.](#)



October 29, 2018

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

Re: Charter Township of Ypsilanti-Clark and Pageant Street Lighting Installation

Attached is the agreement for the work to be performed in the budget letter was sent on October 19, 2018. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check or Purchase Order in the amount of **\$3,701.63** is also required at this time. Please return **BOTH** signed agreements (as well as check or Purchase Order...made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Upon receipt of BOTH signed copies (and payment), we (DTE Energy) will then sign BOTH copies and return ONE original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

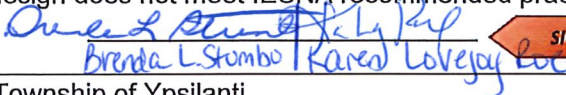
Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of October 29, 2018 between DTE Electric 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 May 7, 2018 (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:	52253490	
	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:	[Clark and Pageant], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install one (1) new wood, one (1) Code 48 support arm, and one (1) 135w LED with gray housing. Luminaire MUST have photocontrol so that power is at the pole 24/7. Ypsilanti Twp to install camera surveillance equipment at this location (Joint Use to facilitate this work).	
5. Estimated Total Annual Lamp Charges	\$172.98	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$4,220.57
	Credit for 3 years of lamp charges:	\$518.94
	CIAC Amount (cost minus revenue)	\$3,701.63
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 	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

SIGN HERE

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 0 posts and 0 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's 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 warrantees, 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.

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

By: [Signature] [Signature] _____

Name: Brenda L. Gumb | Karen Lovejoy Boe

Title: Supervisor | Clerk

11-21-18

11-21-18



Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

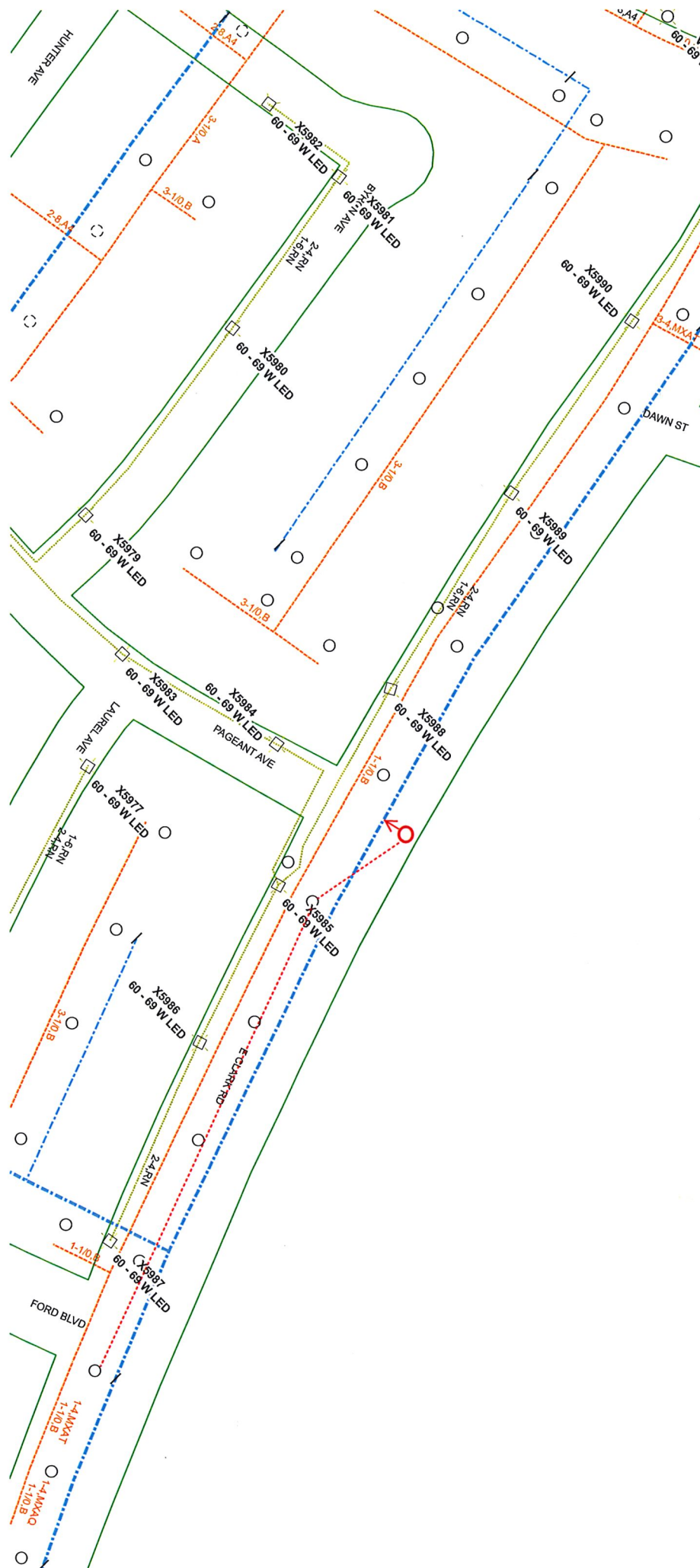


Exhibit A to Master Agreement

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

1. DTE Work Order Number:	52253829	
	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:	[Parkwood Ave and Airport Industrial], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	1	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install one (1) new wood, one (1) Code 48 support arm, and one (1) 135w LED with gray housing. Luminaire MUST have photocontrol so that power is at the pole 24/7. Ypsilanti Twp to install camera surveillance equipment at this location (Joint Use to facilitate this work).	
5. Estimated Total Annual Lamp Charges	\$172.98	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$2,294.45
	Credit for 3 years of lamp charges:	\$518.94
	CIAC Amount (cost minus revenue)	\$1,775.51
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 <i>Brenda L. Stumbo / Karen Lovejoy Roe</i>	
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe	

SIGN HERE

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

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B. Customer will maintain an initial inventory of at least 0 posts and 0 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's 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 warrantees, 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.

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

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

Charter Township of Ypsilanti

Brenda L. Stumbo | *Karen Lovejoy Roe*
By: _____

Name: *Brenda L. Stumbo* | *Karen Lovejoy Roe*

Title: *Supervisor* | *Clerk's*

11-21-18

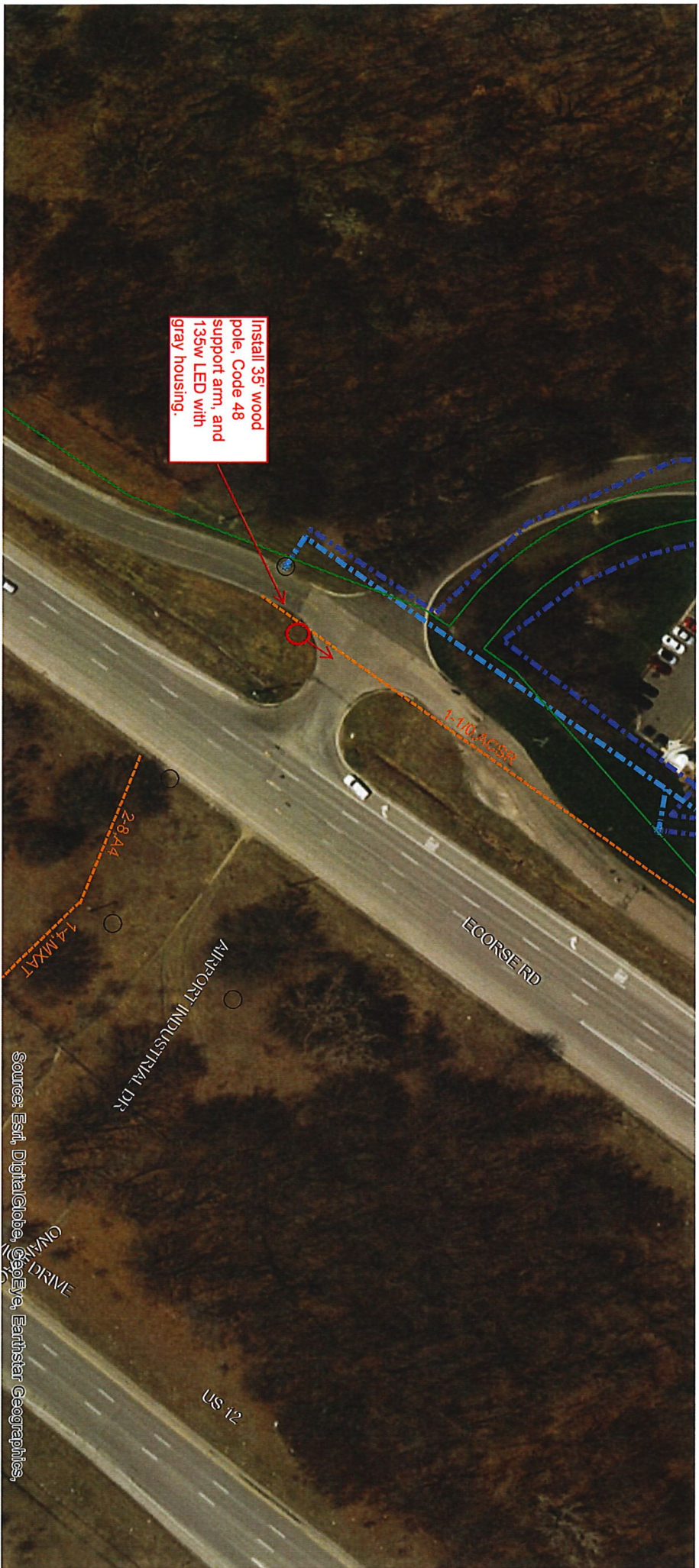
11-21-18



Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



Install 35' wood pole, Code 48 support arm, and 135w LED with gray housing.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #16**

November 20, 2018

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$202,478.00

Request to increase legal services for due process Prosecution and Domestic Violence. The increase is needed due to the number of Defendants expressing their right to have their cases go to trial, which results in increased prosecution costs. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$47,000.00
		Net Revenues	<u><u>\$47,000.00</u></u>
Expenditures:	Legal Services - Prosecution	101-137-000-801.014	\$35,000.00
	Legal Services - Domestic Violence	101-137-000-801.020	\$12,000.00
		Net Expenditures	<u><u>\$47,000.00</u></u>

Request to increase legal services for all of the labor negotiations not accounted for in the original budget. The excessive amounts are from three (3) union contract negotiations and unusual cases involving former employees. Total cost to date \$81,610 requesting \$80,000. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$80,000.00
		Net Revenues	<u><u>\$80,000.00</u></u>
Expenditures:	Legal Services	101-210-000-801.002	\$80,000.00
		Net Expenditures	<u><u>\$80,000.00</u></u>

Request to increase public nuisance legal services for the excessive amount of expenses incurred and those still expected due to the cost associated with the clean up of the Forbes Dry Cleaners property located on 923 Ecorse Road and the cost associated with the Ypsilanti Public School's vacant buildings. The negotiations concerning the Forbes Dry Cleaners have saved the Township 3.25 million dollars in clean up costs as the MDEQ have agreed to handle the demolition and remediation of this contaminated property. Total cost to date \$49,311 requesting \$30,000. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$30,000.00
		Net Revenues	<u><u>\$30,000.00</u></u>
Expenditures:	Public Nuisance - Legal Services	101-950-000-801.023	\$30,000.00
		Net Expenditures	<u><u>\$30,000.00</u></u>

Request to increase the land bank use for legal services for the excessive amount of expenses incurred for the legal matters involved with both WRAD and ACM regarding the calculation for the pilot payment. Total cost to date \$61,340 requesting \$40,000. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$40,000.00
		Net Revenues	<u><u>\$40,000.00</u></u>
Expenditures:	Land use issues	101-950-000-801.024	\$40,000.00
		Net Expenditures	<u><u>\$40,000.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #16**

November 20, 2018

101 - GENERAL OPERATIONS FUND - CONTINUED

Request to increase the budget for a DTE project to add one pole and light near the Clark and Pageant intersection. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$3,702.00
			\$3,702.00
		Net Revenues	\$3,702.00
 Expenditures:	 Street Light - Construction	 101-956-000-926.050	 \$3,702.00
			\$3,702.00
		Net Expenditures	\$3,702.00

Request to increase the budget for a DTE project to add one streetlight near the Parkwood and Airport Industrial intersection. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,776.00
			\$1,776.00
		Net Revenues	\$1,776.00
 Expenditures:	 Street Light - Construction	 101-956-000-926.050	 \$1,776.00
			\$1,776.00
		Net Expenditures	\$1,776.00

249 - BUILDING DEPARTMENT FUND

Total Increase \$27,000.00

Request to increase budget to facilitate a professional service contract with Graphic Sciences, Inc. to scan & digitize old paper property records. The original estimate of \$69,374 was too low and an additional \$27,000 is needed to complete the project. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$27,000.00
			\$27,000.00
		Net Revenues	\$27,000.00
 Expenditures:	 Professional Services	 249-249-000-801.000	 \$27,000.00
			\$27,000.00
		Net Expenditures	\$27,000.00

Motion to Amend the 2018 Budget (#16):

Move to increase the General Fund budget by \$202,478 to \$10,964,267 and approve the department line item changes as outlined.

Move to increase the Building Department Fund by \$27,000 to \$876,229 and approve the department line item changes as outlined.