

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE

HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.

December 4, 2018

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, DECEMBER 4, 2018

5:00PM

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

1. DISCUSSION ON STIPENDS FOR PARK COMMISSION, PLANNING COMMISSION AND ZONING BOARD OF APPEALS.....TRUSTEE ROSS WILLIAMS
2. AGENDA REVIEW..... SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS

Memorandum

Purpose:

The purpose of this memorandum is to bring forward to the Ypsilanti Township Board of Trustees a discussion regarding Stipends for the Ypsilanti Township Park Commission, Planning Commission and Zoning Board of Appeals, during the Tuesday, November 20, 2018 - Working Session.

Background:

Ypsilanti Township Government has three boards outside of the Ypsilanti Township Board of Trustees which receive monetary stipends. The Boards are the following:

- Ypsilanti Township Park Commission - Comprised of seven elected commissioners, consisting of a Chair, Vice-Chair, Secretary, Treasurer and three Commissioners.

The Park Commission is an elected body of Township Government chosen by Constituents every four years with the current term ending November 20, 2020, and meets one per month unless a special meeting is scheduled. The Commission develops policy, have input in determining priorities for capital outlay and represent residents in all matters pertaining to the Township Parks.

- Ypsilanti Township Planning Commission - Comprised of seven appointed commissioners consisting of a Chair, Vice-Chair and Secretary and four Commissioners meeting twice per month.

The Commissioners are appointed by the Township Supervisor and approved by the Ypsilanti Township Board of Trustees. The Planning Commission currently makes recommendations to zoning plans, districts, ordinances per the Township ordinance, approve special land uses, planned unit development and site plans.

- Ypsilanti Township Zoning Board of Appeals (ZBA) - Comprised of five members including a Chair and one alternate.

The ZBA Board is appointed by the Township Supervisor and approved by the Ypsilanti Township Board of Trustees. The ZBA is a quasi-judicial body with the authority to hear and determine appeals of administrative decision, variance applications and make interpretations of Zoning Ordinance provisions.

According to information obtained from Ypsilanti Township Human Resources Director Karen Wallin on November 5, 2018, the Commissions and Boards are currently stipended, as followed:

“The Park Commission has been at \$50.00 per meeting for years.

The Planning Commission and Zoning Board of Appeals went from \$40 to \$50 per meeting in February of this 2018.”

Ypsilanti Township Appointed Officials (Parks, Planning Commission, ZBA) Budget Line Items:

The Ypsilanti Township Park Commission is stipend from the Budgetary Line Item per period ending 10/31/18, as followed:

- Dept 208.000 - PARKS 208-208.000-703.000 SALARIES - ELECTED OFFICIALS with an Amended Budget of \$6300.00, YTD Balance 10/31/2018 of \$3350.00, Unencumbered Balance of \$2950.00 with 53.17% of the Budget Used

The Ypsilanti Township Planning Commission is stipend from the Budgetary Line Item per period ending 10/31/18, as followed:

- Dept 400.000 - PLANNING COMMISSION 101-400.000-704.000 APPOINTED OFFICIALS with an Amended Budget of \$6300.00, YTD Balance 10/31/2018 of \$3582.00, Unencumbered Balance of \$2718.00 with 56.86% of the Budget Used.

The Ypsilanti Township Zoning Board of Appeals (ZBA) is stipend from the Budgetary Line Item per period ending 10/31/18, as followed:

- Dept 410.000 - ZONING BOARD OF APPEALS 101-410.000-704.000 APPOINTED OFFICIALS with an Amended Budget of \$3000.00, YTD Balance 10/31/2018 of \$1,100, Unencumbered Balance of \$1,900.00 with 36.67% of the Budget Used.

Comparative Stipend Information From Other Municipalities:

The following is researched information from other municipalities as it relates to Stipends for Park Commissions, Planning Commissions and Zoning Board of Appeals (ZBA) for 2018, with population count per SEMCOG 2017 reporting:

- Canton Township - 93,791
- **Ypsilanti Township - 56,888**
- Pittsfield Township - 39,370

- Van Buren Township - 29,595
- Superior Township - 13,324

Park Commission Stipends:

- Canton - They have a Leisure Services Committee, not a Park Commission
- Pittsfield - \$100/ meeting
- Superior - \$86.49/ meeting
- Van Buren - No Park Commission

Median Stipend Per Meeting - \$143.25 divided by 2 or \$121.62 divided by 4

Zoning Board Stipends:

- Canton - \$60.00/ meeting
- Pittsfield - \$100/ meeting
- Superior - \$80.00/ meeting
\$100 chairperson
- Van Buren - \$25/ meeting
\$30.00 chairperson

Median Stipend Per Meeting - \$66.25 divided by 4

Median Stipend Per Chairperson Only - \$115 divided by 2

Planning Commission Stipends:

- Canton - \$80.00/ meeting
- Pittsfield - \$200/ meeting
- Superior - \$80.00/ meeting
\$100 chairperson
- Van Buren - \$25.00/ meeting

Median Stipend Per Meeting - \$96.25 divided by 4

Kind Regards,

Monica Ross-Williams - Ypsilanti Township Trustee

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

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REGULAR MEETING AGENDA **TUESDAY, DECEMBER 4, 2018** **7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. 7:00PM - RESOLUTION 2018-34, 2019 FISCAL YEAR BUDGET
(PUBLIC HEARING SET AT THE NOVEMBER 20, 2018 REGULAR MEETING)
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE NOVEMBER 20, 2018 WORK SESSION, CLOSED SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR DECEMBER 4, 2018 IN THE AMOUNT OF \$269,953.55
6. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. 2ND READING OF RESOLUTION 2018-30, PROPOSED ORDINANCE 2018-483, AN ORDINANCE AMENDING ORDINANCE NO. 74, TOWNSHIP ZONING ORDINANCE SO AS TO CONDITIONALLY REZONE 3160 WEST MICHIGAN AVENUE (20.57 ACRES), PARCEL ID K-11-18-340-001, FROM ITS CURRENT RM-2 (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT TO B-3 (GENERAL BUSINESS) ZONING DISTRICT WITH VOLUNTARY PROHIBITION OF AUTOMOTIVE USES AS DEFINED IN TOWNSHIP ZONING ORDINANCE SECTION 306 AND AS DESCRIBED IN A CONDITIONAL ZONING AGREEMENT AND REQUEST TO APPROVE A CONDITIONAL ZONING AGREEMENT BETWEEN MIODRAG RAKIC OR HIS ASSIGNEE AND THE CHARTER TOWNSHIP OF YPSILANTI TO BE RECORDED WITH THE WASHTENAW COUNTY REGISTER OF DEEDS
(1ST READING HELD AT THE OCTOBER 16, 2018 REGULAR MEETING)

NEW BUSINESS

1. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE AND THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY FORM FOR FUNDING FOR DESIGN AND BIDDING OF A BUS STOP SHELTER AT SCHOONER COVE AND S. HURON RIVER DR.
2. REQUEST TO APPROVE PROFESSIONAL SERVICE CONTRACT BETWEEN YPSILANTI TOWNSHIP AND THE HURON RIVER WATERSHED COUNCIL FOR A TERM OF JANUARY 1, 2019 TO DECEMBER 31, 2023 TO BE BUDGETED YEARLY IN LINE ITEM #101-780-000-001-000
3. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH OHM TO PROVIDE DESIGN SPECIFICATION, BID PACKAGE AND OVERSEE BIDDING FOR REPLACEMENT OF THE EMERGENCY GENERATOR AT THE LAW ENFORCEMENT CENTER IN THE AMOUNT OF \$18,900.00 BUDGETED IN LINE ITEM #266-301-000-931-015
4. REQUEST TO APPEAL YPSILANTI TOWNSHIP FREEDOM OF INFORMATION ESTIMATED PROCESSING FEE
5. RESOLUTION 2018-33, 2019 BOARDS AND COMMISSIONS APPOINTMENTS AND RE-APPOINTMENTS
6. RESOLUTION 2018-40, PARTICIPATION IN THE REDEVELOPMENT READY COMMUNITIES (RRC) PROGRAM
7. BUDGET AMENDMENT #17

OTHER BUSINESS

Resolution No. 2018-34

Charter Township of Ypsilanti 2019 Fiscal Year Budget

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

WHEREAS the Township Board has advertised the tentative millage rates in the Washtenaw Legal News and held the public hearing on December 4, 2018 on the budget and the tentative millage rates pursuant to Section 16 of the Uniform Budgeting Accounting Act (Truth in Budgeting); and

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

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees adopts the 2019 Fiscal Year Budget by cost center, as follows:

Expenditures:

General Fund - Fund 101

101	Township Board	\$	158,065
137	Due Process		355,000
171	Supervisor		327,735
201	Accounting		333,288
202	Independent Auditing		33,900
209	Assessing		431,952
210	Legal Services		250,000
215	Clerk		522,795
227	Human Resources		327,712
247	Board of Review		2,038
253	Treasurer		435,931
265	Building Operations		685,363
266	Computer Support		704,449
267	General Services		156,900
371	Community Development		215,595
400	Planning Commission		6,873
410	Zoning Board of Appeals		3,345
446	Highways and Streets		291,112
728	Economic Development		101,462
762	RSD Administration		65,846
774	RSD Park and Grounds		786,298
780	RSD Storm Water Management		28,000
851	Fringes and Insurance		7,950
950	Community Stabilization		1,135,000
956	Other Functions		877,495
970	Capital Outlay		243,000
999	Other Financing Uses		406,000
Total General Fund Expenditure by Department:			\$ 8,893,104

Fire Department - Fund 206

206	Fire Department	\$	3,739,402
220	Civil Service Commission		14,520
852	Pension and Insurance		1,766,038
970	Capital Outlay		675,000
975	Federal Grant Department		-
Total Fire Department Fund by Department			Total: \$ 6,194,960

Parks Commission - Fund 208

Total: \$ 6,973

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

212	BSR II-Operations	\$	825,085
230	BSR II-Recreation		0
584	BSR II-Golf Course		0
970	Capital Outlay		145,960
991	Debt Service		654,500
Total BSR II Fund by Department			Total: \$ 1,625,545

Environmental Services - Fund 226

Total: \$ 3,017,029

Recreation - Fund 230

Total: \$ 811,263

14B Court - Fund 236

Total: \$ 1,805,815

Housing & Business Inspection - Fund 248	Total:	<u>\$ 293,707</u>
Building Department - Fund 249	Total:	<u>\$ 854,557</u>
Local Development Finance Authority - Fund 250	Total:	<u>\$ 225,270</u>
Hydro Station - Fund 252	Total:	<u>\$ 443,974</u>
Law Enforcement - Fund 266		
301 Sheriff Services		\$ 7,255,462
304 Ordinance		405,244
Total Law Enforcement Fund by Department	Total:	<u>\$ 7,660,706</u>
Debt 2006 Bond - Fund 398	Total:	<u>\$ 234,840</u>
Golf Course - Fund 584	Total:	<u>\$ 757,022</u>
Compost - Fund 590	Total:	<u>\$ 564,565</u>
Motor Pool - Fund 595	Total:	<u>\$ 245,132</u>
Nuisance Abatement - Fund 893	Total:	<u>\$ 28,597</u>
	Grand Total:	<u>\$ 33,663,059</u>

BE IT FURTHER RESOLVED that the revenues, transfers in and appropriations of prior year fund balances are estimated as follows:

Revenues:

Revenues	\$ 8,749,624
Transfer-in	181,865
Appropriation of prior year fund balance	-
General Fund - 101	Total: <u>\$ 8,931,489</u>
Revenues	\$ 6,402,585
Transfer-in	-
Appropriation of prior year fund balance	-
Fire Department Fund - 206	Total: <u>\$ 6,402,585</u>
Revenues	\$ 7,000
Transfer-in	-
Appropriation of prior year fund balance	-
Parks Commission Fund - 208	Total: <u>\$ 7,000</u>
Revenues	\$ 1,298,545
Transfer-in	327,000
Appropriation of prior year fund balance	-
Bike Path, Sidewalk, Recreation, Roads, Operations - 212	Total: <u>\$ 1,625,545</u>
Revenues	\$ 2,774,347
Transfer-in	-
Appropriation of prior year fund balance	242,682
Environmental Services Fund - 226	Total: <u>\$ 3,017,029</u>
Revenues	\$ 309,600
Transfer-in	501,663
Appropriation of prior year fund balance	-
Recreation Fund - 230	Total: <u>\$ 811,263</u>
Revenues	\$ 1,807,324
Transfer-in	-
Appropriation of prior year fund balance	-
14B Court - 236	Total: <u>\$ 1,807,324</u>

Revenues	\$	275,700	
Transfer-in		-	
Appropriation of prior year fund balance		18,007	
Building Rental Inspection Fund - 248	Total:	\$	293,707
Revenues	\$	858,500	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Building Department Fund - 249	Total:	\$	858,500
Revenues	\$	225,570	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Local Development Finance Authority Fund - 250	Total:	\$	225,570
Revenues	\$	402,000	
Transfer-in		79,000	
Appropriation of prior year fund balance		-	
Hydro Station Fund - 252	Total:	\$	481,000
Revenues	\$	7,663,576	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Law Enforcement Fund- 266	Total:	\$	7,663,576
Revenues	\$	226,270	
Transfer-in		-	
Appropriation of prior year fund balance		8,570	
Debt 2006 Bond Fund - Fund 398	Total:	\$	234,840
Revenues	\$	513,600	
Transfer-in		213,422	
Appropriation of prior year fund balance		30,000	
Golf Course Fund - 584	Total:	\$	757,022
Revenues	\$	479,600	
Transfer-in		-	
Appropriation of prior year fund balance		84,965	
Compost Site Fund - 590	Total:	\$	564,565
Revenues	\$	263,897	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Motorpool Fund - 595	Total:	\$	263,897
Revenues	\$	30,000	
Transfer-in		-	
Appropriation of prior year fund balance		-	
Nuisance Abatement Fund - 893	Total:	\$	30,000
	Grand Total:	\$	33,974,912

BE IT FURTHER RESOLVED that the Township Supervisor is authorized to approve transfers of budgetary funds within a cost center in consultation with the effected Department Director and/or the Accounting Director; and

BE IT FURTHER RESOLVED that increases to fund budgets must be authorized by the Township Board; and

BE IT FURTHER RESOLVED that the following property tax revenues and tax rates be authorized and that the Township Treasurer is ordered to levy such funds and rates, and collect and deposit to the various specific uses and funds as required by ordinance or resolution;

Levied Property Tax Revenues and Rates:

<u>Operating</u>	<u>Rate</u>	<u>Revenue</u>
General	1.0167	\$ 1,312,208
Fire Department	3.0962	\$ 3,996,122
Fire Capital	0.5000	\$ 645,327
Solid Waste	2.1351	\$ 2,755,675
Law Enforcement	5.8952	\$ 7,608,662
Bike Path, Sidewalk, Recreation, Roads, Operator	0.9966	\$ 1,286,266
Operating Total:	<u>13.6398</u>	<u>\$ 17,604,259</u>
<u>Debt</u>		
Fire Pension	1.3712	\$ 1,769,744
Debt Total:	<u>1.3712</u>	<u>\$ 1,769,744</u>
Grand Total:	<u>15.0110</u>	<u>\$ 19,374,002</u>

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

Fund 101 - General Fund

Revenues

Line Item	Explanation
101-000-000-403-000 – Current Property Taxes	This line item reflects revenues from property taxes, based on values and millage rates. Adjustments for the Board of Review and MTT refunds are included in this figure. The amount shown is an approximate 8% increase over the 2018 budget.
101-000-000-403-001 – ESA Reimbursement Operating	This line item reflects the reimbursement for ESA (Essential Services Assessment) for personal property due to loss attributed to the small business tax payer exemption and eligible manufacturing personal property. The reimbursement is calculated by the State of Michigan and is received in February. Since the amount expected in 2019 is minimal, nothing has been budgeted in this line item.
101-000-000-405-000 – In Lieu of Taxes	This line item is used for Payment In Lieu Of Taxes (PILOT) and Clark East Towers currently receives this PILOT. Based on revenues to date and on the recommendation of our Accounting Director, it has been reduced to \$10,500 for 2019.
101-000-000-405-100 – In Lieu of Taxes-ACM	This line item is used for the Payment in Lieu of Taxes (PILOT) for ACM. Based on their capital investments in the property, the PILOT is estimated to be \$218,256 in 2019.

Line Item	Explanation
101-000-000-407-001 – Property Taxes/Administration Fees	This represents the 1% administrative fee charged on property tax bills. This is not charged on special assessments. This fee can only be used for the collection (Treasurer’s Office) and assessment (Assessing Office) of property taxes and Tax Tribunal cases. We are projecting \$675,000 in revenue for this line item and \$823,951 in expenditures (\$400,706 in Treasurer’s Office and \$423,245 in Assessing Office).
101-000-000-407-007 – Street Lights	This line item reflects special assessment dollars received to pay back the Township for installation of street lights. It has been recommended by our Accounting Director that it remain at \$48,000 for 2019. The dollars are collected in the winter tax bills, this is why there is currently \$0 activity.
101-000-000-417-000 – Delinquent Pers. Property Taxes	This line item reflects delinquent personal property taxes for businesses that are paid. It is recommended that this line item remain at \$1,000 for the 2019 budget.
101-000-000-445-000 – Penalties and Interest	This line item reflects fees collected from delinquent property taxes.
101-000-000-451-452 – Permits Salvage Yard	This line item reflects fees charged for statutory annual license renewal fees for junk yards.
101-000-000-451-453 – Permits Trailer Fee	This line item reflects fees charged for mobile home lots. Manufactured home park owners are taxed \$3.00 per home, \$.50 of that amount comes to the Township.

Line Item	Explanation
101-000-000-451-454 – Permits Peddler Fee	This line item reflects fees charged for Peddler Permits to allow vendors to sell door-to-door in the Township.
101-000-000-451-455 – Permits Bin Collection	This line item is used for the fees associated with collection bins in the Township. It is recommended that it remain at \$500 for 2019.
101-000-000-476-483 – Dog License	This line item reflects fees charged for dog licenses. Based on revenues in previous years and to date in 2018, it is recommended that it remain at \$7,000 for 2019.
101-000-000-522-000 – Federal Grants – CDBG	This line item is used for federal CDBG grants we receive.
101-000-000-529-000 – Federal Grants-Other	This line item is used for any federal grants we receive.
101-000-000-574-000 – State Revenue Sharing	This line item reflects revenues from the State of Michigan, based on Constitutional and Statutory amounts. It is estimated that the amount for 2019 will be \$5,034,441, an increase of 4.17%.
101-000-000-607-001 – Chg for Services-Site Plan Review	This line item reflects fees charged for site plan reviews.
101-000-000-607-002 – Chg for Services-Board of Appeals	This line item reflects fees charged for applications to the Zoning Board of Appeals. Since nothing was received in 2017 or to date in 2018, it has been reduced to \$500 for 2019.

Line Item	Explanation
101-000-000-607-003 – Chg for Services-Prop Change App	This line item reflects fees charged for property split applications. Based on revenues in previous years and to date in 2018, it is recommended that it be increased to \$1,000 in 2019.
101-000-000-607-004 – Chg for Services-Fax,Copy & Other	This line item reflects fees charged for use of fax machines and copiers.
101-000-000-607-006 – Zoning Fees – Charge for Services	This line item reflects fees charged for Zoning. Based on revenue received in 2017 and to date this year, it is recommended that \$2,000 be budgeted in 2019.
101-000-000-607-012 – Chg for Services-Address Assign	This line item reflects fees charged for assigning an address to a vacant parcel that is not in a subdivision. This is done through the Assessing Office and Fire Department. For 1-2 lots, the fee is \$50. For 3 or more lots, the fee is \$25 per lot. It is recommended that \$50 be budgeted for 2019.
101-000-000-615-000 – Charge for Services-NSF Fees	This line item reflects fees charged for checks that are returned for non-sufficient funds.
101-000-000-626-630 – Chg for Services-IFT Exempt App	This line item reflects fees charged for processing Industrial Facilities Exemption applications. Since it is difficult to project, we are budgeting \$0 at this time.
101-000-000-626-633 – Passport Services	Our Township Clerk’s office is a Passport Acceptance Facility. This line item reflects revenues received from passport processing. In reviewing what has been received in previous years and to date in 2018, it is recommended that it be increased to \$13,000 in 2019.

Line Item	Explanation
101-000-000-626-637 – Administration Fees/Fire Dept.	Calculations for Administration Fees are based on floor space, staffing levels, number of computers, etc. This amount was calculated by the Accounting Director.
101-000-000-626-638 – Administration Fees/Environ. Svcs.	Calculations for Administration Fees are based on floor space, staffing levels, number of computers, etc. This amount was calculated by the Accounting Director.
101-000-000-626-639 – Administration Fees/Law Enforc.	Calculations for Administration Fees are based on floor space, staffing levels, number of computers, etc. This amount was calculated by the Accounting Director.
101-000-000-626-640 – Administration Fees/Golf Course	Calculations for Administration Fees are based on floor space, staffing levels, number of computers, etc. This amount was calculated by the Accounting Director.
101-000-000-626-641 – Administration Fees/Compost	Calculations for Administration Fees are based on floor space, staffing levels, number of computers, etc. This amount was calculated by the Accounting Director.
101-000-000-626-642 – Administration Fees/Bldg. Dept.	Calculations for Administration Fees are based on floor space, staffing levels, number of computers, etc. This amount was calculated by the Accounting Director.
101-000-000-626-643 – Administration Fees/Recreation	Calculations for Administration Fees are based on floor space, staffing levels, number of computers, etc. This amount was calculated by the Accounting Director.
101-000-000-626-644 – Administration Fees/14B Court	Calculations for Administration Fees are based on floor space, staffing levels, number of computers, etc. This amount was calculated by the Accounting Director.

Line Item	Explanation
101-000-000-626-645 – Administration Fees/Housing & Business Inspection	Calculations for Administration Fees are based on floor space, staffing levels, number of computers, etc. This amount was calculated by the Accounting Director.
101-000-000-641-003 – Ford Lake Hydro Station	This is a new line item in 2018 and reflects the release of funds from DTE annually per the Hydro Agreement.
101-000-000-655-000 – Chrg-Nonrecording Prop Transfer	This line item reflects fees charged for transferring property. It is recommended that it remain at \$2,000 for 2019.
101-000-000-655-100 – Settlements & Judgments	This line item reflects funds received through a legal settlement. We do not expect any in 2019.
101-000-000-655-200 – Court Ordered Garnishment	This line item reflects fees received by the Township that have been ordered by the court, which are difficult to predict. Therefore, nothing has been budgeted for 2019.
101-000-000-664-001 – Interest Earned	This line item reflects interest earned on funds deposited at various banks. Figures provided by the Accounting Director.
101-000-000-664-003 – Net Interest Earned-Cur Tax Coll	This line item reflects interest earned on the current tax collection funds held. Figures provided by the Accounting Director.
101-000-000-667-000 – Site Lease Revenues	This line item reflects lease revenues for cell towers. It is recommended that it remain at \$18,900 for 2019.
101-000-000-667-001 – Rent Income	This line item reflects rent income from the building located at 2870 E. Clark Road, which is leased to YCUA. This is a fixed number.

Line Item	Explanation
101-000-000-673-000 – Sale of Township Properties	This line item reflects revenues received from the sale of Township owned properties.
101-000-000-674-000 – Reimbursement-Postage	This line item is used for postage reimbursement from individuals getting passports and from employees when doing a personal mailing.
101-000-000-675-100 – Rebates & Energy Saving Credits	This line item reflects the amount received from rebates or energy saving credits. Since it is unpredictable, \$0 has been budgeted for 2019.
101-000-000-675-002 – Contribute-Streetlights & Camera	This line item reflects revenues received from developers who pay for streetlights and cameras.
101-000-000-675-050 – Contribution – Bees	This line item reflects contributions made to our honeybee initiative.
101-000-000-681-000 – Revenue-Radon Test Kit	This line item reflects fees charged for Radon test kits. These fees are difficult to project but based on previous years, it is recommended that it be increased to \$500 for 2019.
101-000-000-686-000 – Reimburs Election-Cnty/Twp/Ct	This line item reflects reimbursements for elections. Since there are currently no elections scheduled in 2019, nothing has been budgeted.
101-000-000-688-000 – Reimbursement – WCRC	In the past, we have partnered with the Washtenaw County Road Commission to remove trees in the road right-of-way and this line item reflected the amount received from them. We have not partnered with them since 2017 and removal in the right-of-way is their responsibility.

Line Item	Explanation
101-000-000-688-100 – Reimbursement-Habitat for Humanity	This line item is used for reimbursement from Habitat for Humanity for properties the Township purchases under the Right of First Refusal. This is difficult to budget.
101-000-000-694-004 – Misc Revenue-Insurance Reimb	This line item reflects the reimbursement we have received in the past from MML after they do an annual audit on the worker's compensation and liability insurance. The insurance pool sometimes does so well that we receive funds back. Since this is difficult to project, nothing has been budgeted for 2019. We keep this line item in case we do receive funds. No change from 2018 budget.
101-000-000-694-010 – Misc Rev-Right of Way-Metro	This line item is for the State of Michigan Department of Energy, Labor & Economic Growth METRO Authority's annual maintenance fee the Township receives, based on use and disposition of funds received under PA 48 of 2002. Based on revenues received in previous years and to date in 2018, it is recommended that it be increased to \$18,000 for 2019.
101-000-000-694-100 – Franchise Fees	This line item reflects dollars received for franchise cable fees from Comcast and AT&T. In reviewing the amount received to date in 2018, it is recommended by our Accounting Director that it be reduced to \$725,000 for 2019. This revenue is projected to decrease every year.
101-000-000-694-200 – Revenue-Vending Commissions	This line item reflects revenues from the vending machines at the Civic Center. This is used to purchase coffee and water for meetings and for residents who come to the Township.

Line Item	Explanation
101-000-000-697-100 – Trans In: For LEC Building	This line item reflects funds received from Fund 266 – Law Enforcement for improvements done to the LEC Building at 1501 S. Huron Street. The total amount is \$909,324. The payment for 2019 is recommended to be \$181,865.
101-000-000-697-236 – Trans In: 14B District Court	This line item reflects funds received from Fund 236 – 14B District Court. If the fund balance for the Court goes above 15%, the overage amount will be transferred to this line item. We can't estimate the amount for 2019 due to the current revenue shortage for the Court at the time of budget preparation.

Reviewed 11/28/18

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 101 - GENERAL FUND							
Dept 000.000							
101-000.000-403.000	CURRENT PROPERTY TAXES	1,161,429	1,168,371	1,211,713	1,211,713	1,203,602	1,309,433
101-000.000-403.001	ESA REIMBURSEMENT OP	0	22,547	0	0	1,623	0
101-000.000-403.002	CUR PROPERTY TAX ADJUSTMENTS	11,801	540	0	0	0	0
101-000.000-405.000	IN LIEU OF TAXES	10,986	10,172	11,000	11,000	10,557	10,500
101-000.000-405.100	IN LIEU OF TAX - ACM	0	18,337	20,000	20,000	173,131	218,256
101-000.000-407.001	PROPERTY TAXES/ADMINST. FEES	588,160	609,326	630,000	630,000	628,901	675,000
101-000.000-407.007	STREET LIGHTS	34,512	34,202	48,000	48,000	0	48,000
101-000.000-417.000	DELINQUENT PERS.PROPERTY TAXE	1,325	1,357	1,000	1,000	0	1,000
101-000.000-445.000	PENALTIES AND INTEREST	31,000	27,069	28,000	28,000	30,438	28,000
101-000.000-451.452	PERMITS SALVAGE YRD	875	1,375	1,250	1,250	1,025	1,250
101-000.000-451.453	PERMITS TRAILER FEE	6,229	5,497	5,000	5,000	5,909	5,000
101-000.000-451.454	PERMITS PEDDLER FEE	1,257	3,673	1,000	1,000	1,150	1,000
101-000.000-451.455	PERMITS BIN COLLECTION FEE	1,200	1,400	500	500	610	500
101-000.000-476.483	DOG LICENSES	10,552	8,503	7,000	7,000	8,709	7,000
101-000.000-476.485	SALE ORDINANCE & CODES	20	0	0	0	0	0
101-000.000-522.000	FEDERAL GRANTS - CDBG	0	0	0	14,330	0	0
101-000.000-529.000	FEDERAL GRANTS - OTHER	0	0	0	130,000	0	0
101-000.000-574.000	STATE REVENUE SHARING	4,539,739	4,887,854	4,832,932	4,832,932	4,107,469	5,034,441
101-000.000-605.001	14B ORDINANCE FINES AND COSTS	467,000	0	0	0	0	0
101-000.000-607.001	SITE PLAN - CHG FOR SERVICES	46,205	25,336	15,000	15,000	18,705	15,000
101-000.000-607.002	BOARD APPEALS - CHG FOR SERVICES	2,100	0	2,000	2,000	0	500
101-000.000-607.003	PROPERTY CHANGE APP - CHG FOR SERVICES	950	1,675	500	500	1,350	1,000
101-000.000-607.004	FAX, COPY & OTHER - CHG FOR SERVICES	85	33	50	50	68	50
101-000.000-607.006	ZONING FEES - CHG FOR SERVICES	0	1,715	0	0	2,450	2,000
101-000.000-607.008	DEVELOPMENT AGREE ATTORNEY - S/C	0	2,000	0	0	0	0
101-000.000-607.012	ADDRESS ASSIGN - CHG FOR SERVICES	648	490	50	50	1,395	50
101-000.000-615.000	CHARGE FOR SERVICES-NSF FEES	610	450	300	300	690	300
101-000.000-626.627	VOTER LISTS,TAX ROLLS,FISCHE	10	0	0	0	0	0
101-000.000-626.630	CHRG SVCS I.F.T. EXEMPT APPLI	2,000	0	1,000	1,000	0	0
101-000.000-626.633	PASSPORT SERVICES	24,493	21,656	12,000	12,000	17,828	13,000
101-000.000-626.637	ADMINISTRATION FEES/FIRE DEPT	66,201	66,201	69,951	69,951	64,122	74,295
101-000.000-626.638	ADMINISTRATION FEES/ENVIR SVC	13,810	13,810	22,836	22,836	20,933	21,659
101-000.000-626.639	ADMINISTRATION FEES/LAW ENFOR	27,369	28,037	27,878	27,878	25,555	37,711
101-000.000-626.640	ADMINISTRATION FEES/GOLF COUR	23,294	23,294	17,758	17,758	16,278	18,220
101-000.000-626.641	ADMINISTRATIVE FEES/COMPOST	6,272	6,272	6,548	6,548	6,002	9,251
101-000.000-626.642	ADMINISTRATION FEES/BLDG DEPT	18,162	21,076	28,030	28,030	25,694	33,431

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016	2017	2018	2018	2018	2019
		ACTIVITY	ACTIVITY	ORIGINAL BUDGET	AMENDED BUDGET	ACTIVITY THRU 11/30/18	REQUESTED BUDGET
101-000.000-626.643	ADMINISTRATION FEES/RECREATIO	25,051	25,051	19,083	19,083	17,493	19,585
101-000.000-626.644	ADMINISTRATION FEES/14B COURT	31,735	31,735	36,310	36,310	33,284	37,317
101-000.000-626.645	ADMINISTRATION FEES/HOUSING INSPECT	15,055	16,877	19,201	19,201	17,601	18,225
101-000.000-641.003	FORD LAKE HYDRO STATION	0	0	0	0	174,332	79,000
101-000.000-642.645	TOWNSHIP & PRECINTS MAPS ETC.	90	13	0	0	47	0
101-000.000-655.000	CHRG--NONRECORDING PROP XFER	6,400	3,200	2,000	2,000	4,355	2,000
101-000.000-655.100	SETTLEMENTS & JUDGMENTS	3,237	22,624	0	13,237	14,004	0
101-000.000-655.200	COURT ORDERED GARNISHMENT	113	0	500	500	0	0
101-000.000-664.001	INTEREST EARNED	6,793	29,184	8,500	8,500	60,510	30,000
101-000.000-664.003	NET INTEREST EARN-CUR TAX COL	10,750	17,200	10,000	10,000	34,311	12,000
101-000.000-667.000	SITE LEASE REVENUES	86,126	823,155	18,900	18,900	28,450	18,900
101-000.000-667.001	RENT INCOME	220,000	220,000	220,000	220,000	183,333	220,000
101-000.000-673.000	SALE OF TOWNSHIP PROPERTIES	1,000	7,150	0	0	0	0
101-000.000-674.000	REIMBURSEMENTS - POSTAGE	3,033	4,932	1,500	1,500	1,619	1,500
101-000.000-674.001	EMPLOYEE REIMB-PHONES	27	0	0	0	0	0
101-000.000-675.000	CONTRIBUTIONS & DONATIONS	0	0	0	0	125	0
101-000.000-675.002	CONTRIBUTE - STREETLIGHTS & CAMERAS	0	14,897	0	0	10,088	0
101-000.000-675.050	CONTRIBUTION-BEES	0	1,500	0	0	5,500	1,500
101-000.000-675.100	REBATES & ENERGY SAVINGS CREDIT	8,552	4,326	0	0	4,885	0
101-000.000-675.200	WRAD & ACM CONTRIBUTION	700,000	300,000	0	0	0	0
101-000.000-675.300	NEXUS GAS SETTLEMENT PROCEEDS	0	1,145,496	0	0	0	0
101-000.000-681.000	REVENUE - RADON TEST KIT	410	790	300	300	1,015	500
101-000.000-686.000	REIMBURS ELECTION-CNTY/TWP/CT	62,268	54,271	60,000	60,000	0	0
101-000.000-688.000	REIMBURSEMENT- WCRC	10,495	0	0	0	0	0
101-000.000-688.100	REIMBURSEMENT - HABITAT HUMANITY	116,633	72,627	0	0	38,249	0
101-000.000-694.001	OTHER INCOME-MISCELLANEOUS	4,656	3,705	0	0	4,130	0
101-000.000-694.002	REIMBURSEMT-SMALL CLAIM PROCESSOR	1,041	447	0	0	0	0
101-000.000-694.004	MISC REVENUE - INSURANCE REIM	17,126	14,670	0	0	10,913	0
101-000.000-694.010	MISC REV-RIGHTOFWAY- METRO	18,492	18,572	15,000	15,000	19,015	18,000
101-000.000-694.100	FRANCHISE FEES	813,276	770,481	815,000	815,000	548,013	725,000
101-000.000-694.200	REVENUE-VENDING COMMISSIONS	223	230	250	250	170	250
101-000.000-697.007	TRANSFER IN: ENVIRO CLEANUP	0	355,013	0	0	0	0
101-000.000-697.010	TRANSFER IN: STATE GRANTS	0	18,531	0	0	0	0
101-000.000-697.100	TRANS IN: FOR LEC BLDG	0	181,865	50,000	50,000	41,667	181,865
101-000.000-697.236	TRANSFER IN: 14B DISTRICT COURT	16,524	400,000	200,000	200,000	0	0
101-000.000-697.301	TRANSFER IN: GEN OBLIG DEBT	0	0	0	0	5,208	0
101-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	0	2,328,860	0	0
NET OF REVENUES/APPROPRIATIONS - 000.000 -		9,277,400	11,570,810	8,477,840	10,964,267	7,632,511	8,931,489

101 – Township Board

Expenditures

Line Item	Explanation
101-101-000-703-000 – Salaries-Elected Officials	It is budgeted that the salary for Trustee remain at \$15,000 for 2019. This is a board decision. (Language regarding compensation committee removed per Board's direction).
101-101-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
101-101-000-719-000 – Health Insurance	We will not receive our health insurance rates for 2019 until September. At this time, we are estimating a 15% increase. This amount will be adjusted once rates are received.
101-101-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A slight decrease has been budgeted. This is due to the recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn't pay the same amount as those receiving family coverage.
101-101-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
101-101-000-719-016 – Vision Benefits	We will not receive our vision insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.

Line Item	Explanation
101-101-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
101-101-000-719-021 – Admin Fee-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits.
101-101-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
101-101-000-727-000 – Office Supplies	This line item is used for budget supplies (binders, dividers, labels, etc.). It is recommended that it remain at \$300 for 2019.
101-101-000-801-000 – Professional Services	This line item is for our lobbyist at GCSI, for Stauder Barch, for any repairs needed to the board room audio visual equipment and for the annual contract with Munetrix for Citizens Dashboard transparency. It is recommended that we continue contracting with GCSI and that we budget a 3% increase for them. Therefore, this line item has been increased to \$42,626 for 2019.
101-101-000-958-000 – Membership & Dues	This line item covers our membership dues for the Chamber of Commerce, SEMCOG, the Huron River Watershed Council, MTA, WATS and the Arts Alliance. It is recommended that it remain at \$24,500 for the 2019 budget.

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 101.000 - TOWNSHIP BOARD							
101-101.000-703.000	SALARIES - ELECTED OFFICIALS	58,691	60,000	60,000	60,000	55,000	60,000
101-101.000-715.000	F.I.C.A./MEDICARE	4,226	4,452	4,590	4,590	4,095	4,590
101-101.000-719.000	HEALTH INSURANCE	21,122	14,172	16,377	16,377	16,343	20,004
101-101.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(3,450)	(1,800)	(1,800)	(1,800)	(1,375)	(1,200)
101-101.000-719.015	DENTAL BENEFITS	1,204	786	741	741	741	816
101-101.000-719.016	VISION BENEFITS	234	171	171	171	163	197
101-101.000-719.020	HEALTH CARE DEDUCTION	1,022	1,877	5,775	5,775	2,737	5,915
101-101.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	183	90	90	90	70	90
101-101.000-720.000	LIFE INSURANCE	311	191	198	198	208	227
101-101.000-727.000	OFFICE SUPPLIES	125	214	300	300	218	300
101-101.000-801.000	PROFESSIONAL SERVICES	35,300	35,300	35,726	35,726	32,291	42,626
101-101.000-958.000	MEMBERSHIP AND DUES	16,224	20,386	24,500	24,500	20,554	24,500
NET OF REVENUES/APPROPRIATIONS - 101.000 - TOWNSHIP BOARD		(135,192)	(135,839)	(146,668)	(146,668)	(131,045)	(158,065)

137 – Due Process

Expenditures

Line Item	Explanation
101-137-000-801-014 – Legal Services Prosecution	Based on the amount expended to date in 2018, it is recommended that this line item be increased to \$190,000 in 2019.
101-137-000-801-020 – Legal Services-Domestic Violence	Based on the amount expended to date in 2018, it is recommended that this line item be increased to \$165,000 in 2019.

11/16/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 137.000 - COURT DUE PROCESS							
101-137.000-801.014	LEGAL SERVICES PROSECUTION	155,061	151,255	150,000	185,000	147,549	190,000
101-137.000-801.020	LEGAL SERVICES - DOMESTIC VIO	126,590	132,920	150,000	162,000	130,377	165,000
NET OF REVENUES/APPROPRIATIONS - 137.000 - COURT DUE PROCESS		(281,651)	(284,175)	(300,000)	(347,000)	(277,926)	(355,000)

101-171 Supervisor

Expenditures

Line Item	Explanation
101-171-000-703-000 – Salaries-Elected Officials	Per Resolution No. 2018-21, the Supervisor’s salary was set at \$81,782.20 for 2018. It is recommended that it be increased by 3% in 2019, the same as the Teamster contract, to \$84,235.66. The annual salary is determined by the Board.
101-171-000-705-000 – Salary-Supervision	Per Resolution No. 2018-17, the Deputy Supervisor’s salary was set at \$59,188 for 2018. It is recommended that it be increased by 3% in 2019 to \$60,963.64. This is an increase of 3%, the same as the Teamster contract.
101-171-000-706-000 – Salary-Permanent Wages	This line item is used for the salary of a full-time Floater II/Clerk III who does purchasing for all departments. A 3% contractual increase has been budgeted.
101-171-000-708-009 – Auto Allowance	In 2018, the Board suggested that \$6,000 be budgeted in this line item. This was a new line item in 2018 and reflects the amount paid to the Supervisor for use of her vehicle. The Board agreed to budget for this auto allowance.

Line Item	Explanation
101-171-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source. All employees in the Supervisor’s Office will receive health insurance in 2019. Therefore, this item has been reduced to \$0.
101-171-000-709-000 – Regular Overtime	This line item reflects overtime costs for the Floater II/Clerk III position. We are requesting that it remain at \$200 for 2019.
101-171-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
101-171-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019. This line item has been adjusted to reflect the increase. A greater amount is budgeted due to all employees in the Supervisor’s Office receiving health insurance in 2019.
101-171-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
101-171-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A decrease has been budgeted. This is due to the recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn’t pay the same amount as those receiving family coverage.
101-171-000-719-015 – Dental Benefits	As predicted, our dental insurance rates for 2019 increased by 10%. Therefore, there is no increase from the draft budget.

Line Item	Explanation
101-171-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. This line item has been adjusted to reflect the increase.
101-171-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. An increase is budgeted since all employees in the Supervisor’s Office will be receiving health insurance in 2019.
101-171-000-719-021 – Admin Fee-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. An increase is budgeted since all employees in the Supervisor’s Office will be receiving health insurance in 2019.
101-171-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
101-171-000-727-000 – Office Supplies	Based on what has been spent to date, it is recommended that this line item be increased to \$600 for 2019.
101-171-000-860-000 – Travel	This line item is used to cover mileage expenses for the Deputy Supervisor to travel to and from meetings. Based on the amount expended to date in 2019, it is recommended that it be reduced to \$200 for 2019.

Line Item	Explanation
101-171-000-876-000 – Retirement/MERS	Employer's portion is based on a flat rate (\$625.00 per employee times 24 pays = \$15,000 per employee) for employees hired before January 1, 2014. For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources.
101-171-000-956-000 - Miscellaneous	It is recommended that this line item remain at \$100 for 2019.

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 171.000 - TOWNSHIP SUPERVISOR							
101-171.000-703.000	SALARIES - ELECTED OFFICIALS	78,227	79,400	79,400	81,782	74,967	84,236
101-171.000-705.000	SALARY - SUPERVISION	56,356	57,095	57,464	59,188	45,167	60,964
101-171.000-706.000	SALARY - PERMANENT WAGES	46,980	47,480	47,507	48,902	42,313	50,354
101-171.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	871	1,279	1,615	1,615	1,636	0
101-171.000-708.009	AUTO ALLOWANCE	0	0	3,000	3,000	2,750	6,000
101-171.000-708.010	HEALTH INS BUYOUT	3,000	3,000	3,000	3,000	1,500	0
101-171.000-709.000	REG OVERTIME	0	25	200	200	48	200
101-171.000-715.000	F.I.C.A./MEDICARE	13,744	13,936	14,473	14,712	12,508	15,304
101-171.000-719.000	HEALTH INSURANCE	24,335	21,079	23,514	23,514	23,153	48,344
101-171.000-719.001	SICK AND ACCIDENT	854	958	958	958	742	1,146
101-171.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(3,600)	(3,600)	(3,600)	(3,600)	(2,600)	(3,000)
101-171.000-719.015	DENTAL BENEFITS	2,586	2,104	1,854	1,854	1,957	2,040
101-171.000-719.016	VISION BENEFITS	476	428	428	428	408	492
101-171.000-719.020	HEALTH CARE DEDUCTION	9,970	6,314	8,663	8,663	5,480	14,805
101-171.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	183	180	180	180	139	270
101-171.000-720.000	LIFE INSURANCE	594	594	594	594	625	680
101-171.000-727.000	OFFICE SUPPLIES	364	516	500	550	491	600
101-171.000-860.000	TRAVEL	1,414	983	1,200	1,200	30	200
101-171.000-876.000	RETIREMENT/MERS	24,223	33,086	33,192	33,192	29,201	45,000
101-171.000-956.000	MISCELLANEOUS	0	80	100	50	0	100
NET OF REVENUES/APPROPRIATIONS - 171.000 - TOWNSHIP SUPERVISOR		(260,577)	(264,937)	(274,242)	(279,982)	(240,515)	(327,735)

NARRATIVE

101-201 - Accounting

Expenditures

Line Item	Explanation
101-201-000-705-000 – Salary-Supervision	Per Resolution No. 2018-17, the Accounting Director's salary was set at \$76,071.68. It is recommended that it be increased in 2019 to \$78,353.83. This is an increase of 3%, the same as the Teamster contract.
101-201-000-706-000 – Salary-Permanent Wages	This line item is used for the salaries of two (2) full-time employees in the Accounting Department. A 3% contractual increase has been budgeted. The AFSCME contract is currently in negotiations.
101-201-000-709-000 – Regular Overtime	This line is used for overtime. It is recommended that it be increased to \$300 in 2019.
101-201-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
101-201-000-719-000 – Health Insurance	We will not receive our health insurance rates for 2019 until September. At this time, we are estimating a 15% increase. This amount will be adjusted once rates are received.
101-201-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.

Line Item	Explanation
101-201-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A slight decrease has been budgeted. This is due to the recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn't pay the same amount as those receiving family coverage.
101-201-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
101-201-000-719-016 – Vision Benefits	We will not receive our vision insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
101-201-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
101-201-000-719-021 – Admin Fees/Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits.

Line Item	Explanation
101-201-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
101-201-000-727-000 – Office Supplies	Request increase to organize new office, purchase cross cut shredder for use in Accounting & HR because of sensitive information (estimate \$600) and replenish office supplies, checks, W2 and 1099 Forms.
101-201-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
101-201-000-958-000 – Membership & Dues	This line is budgeted for memberships for: Government Finance Officers Association – National at \$350 and State at \$125. The annual contract with Munetrix for Citizens Dashboard transparency increased to \$5,000 (this is needed for State revenue sharing) and has been moved to 101-101-000-801-000 – Professional Services. (Amount changed from \$5,475 to \$475 in BS&A).

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 201.000 - ACCOUNTING							
101-201.000-705.000	SALARY - SUPERVISION	73,045	73,846	73,856	76,072	63,722	78,354
101-201.000-706.000	SALARY - PERMANENT WAGES	96,237	97,146	97,302	100,115	86,502	103,274
101-201.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	6,051	7,583	2,633	5,440	5,473	0
101-201.000-709.000	REG OVERTIME	0	253	100	100	110	300
101-201.000-715.000	F.I.C.A./MEDICARE	12,911	13,226	13,303	13,903	11,513	13,895
101-201.000-719.000	HEALTH INSURANCE	55,912	52,079	57,319	57,319	57,202	70,015
101-201.000-719.001	SICK AND ACCIDENT	1,281	1,436	1,436	1,436	1,336	1,146
101-201.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(6,085)	(5,336)	(5,515)	(5,515)	(4,553)	(4,800)
101-201.000-719.015	DENTAL BENEFITS	3,735	3,104	3,406	3,406	2,918	3,747
101-201.000-719.016	VISION BENEFITS	723	684	684	684	653	787
101-201.000-719.020	HEALTH CARE DEDUCTION	10,455	8,268	17,325	17,325	12,782	17,745
101-201.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	275	270	270	270	209	270
101-201.000-720.000	LIFE INSURANCE	594	594	594	594	625	680
101-201.000-727.000	OFFICE SUPPLIES	1,731	1,718	1,500	1,500	1,215	2,400
101-201.000-876.000	RETIREMENT/MERS	25,383	33,195	33,192	33,192	30,381	45,000
101-201.000-958.000	MEMBERSHIP AND DUES	2,747	2,867	4,075	5,470	5,320	475
NET OF REVENUES/APPROPRIATIONS - 201.000 - ACCOUNTING		(284,995)	(290,933)	(301,480)	(311,311)	(275,408)	(333,288)

101-202 – Independent Auditing

Expenditures

Line Item	Explanation
101-202-000-802-000 – Independent Auditing	The Township Board accepted the proposal of Post, Smythe, Lutz & Ziel for continuation of auditing services for fiscal years 2017-2021 inclusive. Per their proposal, auditing services for 2019 will be \$31,900.
101-202-000-803-000 – Independent Auditing Other	It is recommended that this line item remain at \$2,000 in 2019 for additional analysis.

8/16/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 202.000 - INDEPENDENT AUDITING							
101-202.000-802.000	INDEPENDENT AUDITING	28,500	29,000	30,000	30,000	29,800	31,900
101-202.000-803.000	INDEPENDENT AUDITING OTHER	0	0	2,000	2,000	1,898	2,000
NET OF REVENUES/APPROPRIATIONS - 202.000 - INDEPENDENT AUDITIN		(28,500)	(29,000)	(32,000)	(32,000)	(31,698)	(33,900)

NARRATIVE

101-209 - Assessing

Expenditures

Line Item	Explanation
101-209-000-705-000 – Salary-Supervision	This line item is used for the salaries of our part-time Assessor and the Deputy Assessor. The Deputy Assessor was previously budgeted in 101-209-000-706-000 – Permanent Wages but has been moved to this line item for 2019. The Township Board authorized making this position non-union and to increase the salary. Therefore, the budget for this line item has been increased to \$118,709 for 2019.
101-209-000-706-000 – Salary-Permanent Wages	This line item is used for the salaries of two MAAOs (Michigan Advanced Assessing Officer) and one MCAT (Michigan Certified Assessing Technician). A 3% contractual increase has been budgeted.
101-209-000-706-013 – GIS Service	The Township Board authorized a salary increase for the Deputy Assessor who is performing these duties. Therefore, this line item has been reduced to \$0.
101-209-000-707-000 – Salary – Temporary/Seasonal	Since we are at full staff, this line item has been reduced to \$0 for 2019.

Line Item	Explanation
101-209-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
101-209-000-709-000 – Regular Overtime	This account is used for March Board of Review meetings after hours and increased in preparation for the 2019 AMAR (State Tax Commission) review.
101-209-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
101-209-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019. This line item has been adjusted to reflect the increase. Even though an increase is budgeted, the amount shown is less due to one less employee in the department receiving health care coverage.
101-209-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
101-209-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A decrease has been budgeted due to the fact that only two employees in the department are choosing to receive health care coverage in 2019.

Line Item	Explanation
101-209-000-719-015 – Dental Benefits	As predicted, our dental insurance rates for 2019 increased by 10%. Even though a rate increase is budgeted, the amount shown has been reduced due to an employee in the department receiving single coverage instead of the family coverage received by the previous employee.
101-209-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. Even though a rate increase is budgeted, the amount shown has been reduced due to an employee in the department receiving single coverage instead of the family coverage received by the previous employee.
101-209-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. A decrease is shown due to one less employee in the department receiving health care coverage.
101-209-000-719-021 – Admin Fee-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. A decrease is shown due to one less employee in the department receiving health care coverage.
101-209-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.

Line Item	Explanation
101-209-000-727-000 – Office Supplies	This item is used for personal property and real property assessment items and general office supplies. It is recommended that it remain at \$3,500 for 2019.
101-209-000-730-000 - Postage	This line item is used for the mailing of the personal property and real property assessment notices, as well as general mailing. It is recommended that it remain at \$8,000 for 2019.
101-209-000-811-001 – Tax Appeals	This line item is used to retain professional appraisals for full and small claims tribunal cases, as well as legal expenses for tax appeals. Based on what has been spent in recent years, it is recommended that it be reduced to \$8,000 for 2019.
101-209-000-867-000 – Gas & Oil	This item is used to pay for the gas and oil used on township vehicles assigned to our department.
101-209-000-876-000 – Retirement/MERS	Employer’s portion is based on a flat rate (\$625.00 per employee times 24 pays = \$15,000 per employee) for employees hired before January 1, 2014. For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources.
101-209-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.

Line Item	Explanation
101-209-000-943-000 – Motorpool Lease/Maintenance	This item is used to pay for the lease and maintenance on township vehicles used in our department. Figures provided by the Accounting Director. A decrease is budgeted since the vehicles are now paid for.
101-209-000-958-000 – Membership & Dues	This line item is used to pay MAA memberships, annual certification, WAA memberships and personal property certification. It is recommended to increase slightly as the dues have increased to \$1,500 for 2019.

11/9/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 209.000 - ASSESSING DEPARTMENT							
101-209.000-705.000	SALARY - SUPERVISION	39,593	40,000	45,000	50,000	40,320	118,709
101-209.000-706.000	SALARY - PERMANENT WAGES	205,981	154,745	214,584	217,197	170,978	157,831
101-209.000-706.013	GIS SERVICE	920	1,040	1,040	1,040	0	0
101-209.000-707.000	SALARY - TEMPORARY/SEASONAL	0	10,024	0	5,282	5,282	0
101-209.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	3,959	3,790	3,371	3,371	1,101	0
101-209.000-708.010	HEALTH INS BUYOUT	3,000	3,000	3,000	3,000	1,500	6,000
101-209.000-709.000	REG OVERTIME	171	347	500	500	692	1,000
101-209.000-715.000	F.I.C.A./MEDICARE	18,958	15,526	20,713	21,700	16,098	21,614
101-209.000-719.000	HEALTH INSURANCE	55,912	35,749	61,413	61,413	40,858	50,011
101-209.000-719.001	SICK AND ACCIDENT	1,708	1,436	1,915	1,915	1,556	1,528
101-209.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(5,260)	(3,600)	(5,400)	(5,400)	(3,150)	(3,600)
101-209.000-719.015	DENTAL BENEFITS	4,521	3,546	4,738	4,738	3,561	4,155
101-209.000-719.016	VISION BENEFITS	862	684	941	941	685	885
101-209.000-719.020	HEALTH CARE DEDUCTION	20,139	11,408	17,325	17,325	8,479	11,830
101-209.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	366	270	270	270	209	180
101-209.000-720.000	LIFE INSURANCE	792	594	792	792	717	907
101-209.000-723.000	DEFERRED COMPENSATION EMPLOYER	0	127	0	0	71	0
101-209.000-727.000	OFFICE SUPPLIES	3,160	3,006	3,500	4,500	3,386	3,500
101-209.000-730.000	POSTAGE	14,514	332	8,000	8,000	6,925	8,000
101-209.000-811.001	TAX APPEALS	2,578	0	12,500	11,500	0	8,000
101-209.000-867.000	GAS & OIL	212	211	720	720	104	720
101-209.000-876.000	RETIREMENT/MERS	26,771	35,437	35,436	35,557	23,665	35,301
101-209.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	800	592	2,600
101-209.000-943.000	MOTORPOOL LEASE/MAINTENANCE	4,000	4,000	4,000	4,000	3,667	1,281
101-209.000-958.000	MEMBERSHIP AND DUES	750	999	1,060	1,060	767	1,500
NET OF REVENUES/APPROPRIATIONS - 209.000 - ASSESSING DEPARTMEI		(403,607)	(322,671)	(435,418)	(450,221)	(328,063)	(431,952)

101-210 – Legal Services

Expenditures

Line Item	Explanation
101-210-000-801-002 – Legal Services	This line item includes all legal services (with the exception of Domestic Violence, Prosecution and Nuisance Abatement cases), including providing legal opinions, preparing and reviewing documents, reviewing contracts, advising the Township on legal matters upon verbal and written request, attending Work Sessions, Board Meetings, Planning Commission, ZBA, Nuisance Abatement, development and police services meetings and conferences as requested, investigation, preparation, office time, court time, post-hearing services, etc. for all circuit court actions, representation of the Township in the appeal of any matter, including appeals from district court, circuit court, to or from the Court of Appeals and in the Supreme Court of the State of Michigan; appearances before administrative tribunals or courts other than the 14-B District Court, as well as labor consultant services. The current hourly rate is budgeted at \$190. A \$4.00 per hour increase is suggested, which would be less than 3%. This will be a board decision.

8/20/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 210.000 - LEGAL SERVICES							
101-210.000-801.001	ATTORNEY RETAINER	94,344	0	0	0	0	0
101-210.000-801.002	LEGAL SERVICES	65,448	227,293	207,310	287,310	226,904	250,000
101-210.000-801.011	ATTORNEY CLERICAL	22,956	0	0	0	0	0
101-210.000-802.002	LABOR CONSULTANT	3,274	0	0	0	0	0
NET OF REVENUES/APPROPRIATIONS - 210.000 - LEGAL SERVICES		(186,022)	(227,293)	(207,310)	(287,310)	(226,904)	(250,000)

NARRATIVE

101-215 - Clerk

Expenditures

Line Item	Explanation
101-215-000-703-000 – Salaries-Elected Officials	Per Resolution No. 2018-22, the Clerk’s salary was set at \$81,782.20 for 2018. It is recommended that it be increased by 3% in 2019, the same as the Teamster contract, to \$84,235.66. The salary is determined by the Board. (Language regarding compensation committee removed per Board’s direction).
101-215-000-704-000 – Appointed Officials	There are no elections scheduled in 2019.
101-215-000-705-000 – Salary-Supervision	Per Resolution No. 2018-17, the Deputy Clerk’s salary was set at \$59,188 for 2018. It is recommended that it be increased by 3% in 2019 to \$60,963.64. This line item has also been increased to include the newly created Deputy of Elections position, at a salary of \$55,231.07. Therefore, \$116,195 has been budgeted.
101-215-000-706-000 – Salary-Permanent Wages	This line item is used for the salary of two (2) full-time Floater II/Clerk III positions. A 3% contractual increase is budgeted for 2019. Even though the increase is budgeted, this line has been reduced due to moving one full-time Floater II/Clerk III to the new Deputy of Elections position, budgeted in the Salary-Supervision line item.

Line Item	Explanation
101-215-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
101-215-000-709-000 –Overtime	This line item is used for miscellaneous overtime costs for Clerk’s Office Staff. The amount budgeted has been reduced due to no scheduled elections in 2019.
101-215-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
101-215-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019. This line item has been adjusted to reflect the increase.
101-215-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
101-215-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A slight decrease has been budgeted. This is due to the recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn’t pay the same amount as those receiving family coverage.
101-215-000-719-015 – Dental Benefits	As predicted, our dental insurance rates for 2019 increased by 10%.
101-215-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. This line item has been adjusted to reflect the increase.

Line Item	Explanation
101-215-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
101-215-000-719-021 – Admin Fee-Health Deductible	Clarity Benefits administration fee.
101-215-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
101-215-000-727-000 – Office Supplies	Includes costs to cover the daily operations of the Clerk's Office.
101-215-000-740-001 – Ordinance & Zoning Code Books	Include costs of maintaining ordinance and zoning updates through Municode and also includes Ordinance, Resolution and Minute Books. The amount requested is a \$5,000 increase due to the additional ordinances that are being amended and the additional expenses from Municode.
101-215-000-740-010 – Office Supplies-Elections	There are no elections scheduled for 2019.
101-215-000-801-000 – Professional Services	This line item includes \$1,000 for shredding costs for all departments and \$2,400 for an electronic system that records the board meetings and will link the agenda and minutes on our website to each other for easier navigation for users. Document scanning has been moved to the IT budget, 101.266 for 2019.
101-215-000-801-200 – Prof Svcs-Programming Ballots	There are no elections scheduled for 2019.

Line Item	Explanation
101-215-000-860-000 – Travel	Includes costs for mileage reimbursement for delivery of board packets, post office, and travel to various conferences, classes and meetings. This has been reduced to \$1,500 based on expenditures in previous years and to date in 2018.
101-215-000-860-010 – Travel-Elections	There are no elections scheduled for 2019.
101-215-000-876-000 – Retirement/MERS	Employer’s portion is based on a flat rate (\$625.00 per employee times 24 pays = \$15,000 per employee) for employees hired before January 1, 2014. For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources.
101-215-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
101-215-000-931-000 – Repairs & Maintenance	This line item has been used for repairs to the audio visual system in the Board Room. Since our system is new, we are reducing the amount to \$500 and budgeting in the Township Board budget in line item 101-101-000-801-000 – Professional Services. Therefore, this line has been reduced to \$0 for 2019.
101-215-000-933-001 – Maintenance Contract	No expenses for 2019. Please note that maintenance fees for election equipment in the amount of \$75,456 will be due in approximately July 2021 for years 6-10 of the maintenance agreement for the Hart election equipment.
101-215-000-941-000 – Equipment Rental/Leasing	There are no elections scheduled for 2019.

Line Item	Explanation
101-215-000-956-000 – Miscellaneous	Miscellaneous expenses for the Clerk's Office.
101-215-000-958-000 – Membership & Dues	Membership for the Clerk and Deputy Clerk in the Michigan Association of Municipal Clerks and the International Institute of Municipal Clerks.

11/26/18

Reviewed 11/28/18

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 215.000 - TOWNSHIP CLERK							
101-215.000-703.000	SALARIES - ELECTED OFFICIALS	78,227	79,400	79,400	81,782	74,967	84,236
101-215.000-704.000	APPOINTED OFFICIALS	117,088	36,280	78,000	104,595	96,675	0
101-215.000-705.000	SALARY - SUPERVISION	56,833	57,454	57,464	59,188	51,220	116,195
101-215.000-706.000	SALARY - PERMANENT WAGES	137,812	117,720	137,653	143,160	115,871	96,215
101-215.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	2,376	1,623	3,011	3,011	0	0
101-215.000-708.010	HEALTH INS BUYOUT	3,000	3,000	3,000	3,000	1,500	3,000
101-215.000-709.000	REG OVERTIME	24,813	6,825	16,000	20,228	19,301	500
101-215.000-709.004	OVERTIME-SCHOOL ELCTIONS	0	0	0	0	29	0
101-215.000-715.000	F.I.C.A./MEDICARE	22,861	20,199	22,654	23,209	19,929	22,839
101-215.000-719.000	HEALTH INSURANCE	67,094	66,958	73,696	73,696	73,545	90,019
101-215.000-719.001	SICK AND ACCIDENT	1,708	1,556	1,915	1,915	1,472	1,528
101-215.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(7,200)	(7,200)	(7,200)	(7,200)	(5,975)	(6,000)
101-215.000-719.015	DENTAL BENEFITS	5,394	5,480	5,480	5,480	5,480	6,028
101-215.000-719.016	VISION BENEFITS	1,125	1,148	1,112	1,112	1,061	1,279
101-215.000-719.020	HEALTH CARE DEDUCTION	12,716	17,012	23,100	23,100	13,774	23,660
101-215.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	366	315	360	360	198	360
101-215.000-720.000	LIFE INSURANCE	990	990	990	990	1,041	1,134
101-215.000-723.000	DEFERRED COMPENSATION EMPLOYE	5	1	0	0	1	0
101-215.000-727.000	OFFICE SUPPLIES	4,843	3,534	4,000	4,000	2,539	4,000
101-215.000-740.001	Ordinance & Zoning Code Books	5,975	4,756	4,000	9,000	7,551	9,000
101-215.000-740.010	OFFICE SUPPLIES - ELECTIONS	24,820	6,426	14,500	20,332	17,741	0
101-215.000-801.000	PROFESSIONAL SERVICES	2,389	2,854	9,000	9,000	7,487	3,400
101-215.000-801.200	PROFNSL SRV-PROGRAMMING BALLO	6,220	0	7,200	7,200	1,760	0
101-215.000-860.000	TRAVEL	1,415	1,259	2,000	2,000	1,185	1,500
101-215.000-860.010	TRAVEL - ELECTIONS	193	342	500	610	275	0
101-215.000-876.000	RETIREMENT/MERS	38,065	46,224	46,462	46,520	44,408	61,952
101-215.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	400	336	1,300
101-215.000-931.000	REPAIRS AND MAINTENANCE	0	125	500	500	0	0
101-215.000-933.001	MAINTENANCE CONTRACTS	1,920	0	0	0	0	0
101-215.000-941.000	EQUIPMENT RENTAL/LEASING	4,400	2,200	2,200	3,300	3,300	0
101-215.000-956.000	MISCELLANEOUS	0	55	500	500	225	500
101-215.000-958.000	MEMBERSHIP AND DUES	120	120	500	500	0	150
101-215.000-977.000	EQUIPMENT	4,467	32,156	0	0	0	0
NET OF REVENUES/APPROPRIATIONS - 215.000 - TOWNSHIP CLERK		(620,035)	(508,812)	(587,997)	(641,488)	(556,896)	(522,795)

NARRATIVE

101-227 – Human Resources

Expenditures

Line Item	Explanation
101-227-000-706-000 – Salary-Permanent Wages NOTE: We are looking to restore a position in Human Resources to assist with HR duties, if the Board agrees. It will be brought back to the Board. There were previously three full-time employees in Human Resources.	This line item is used for the salaries of the HR Generalist and the Quality Assurance Specialist, who also helps with overseeing parks, golf course and Recreation as requested by the Township Supervisor. Per Resolution No. 2018-17, these salaries were determined for 2018 and it is recommended that they be increased by 3% in 2019, the same as the Teamster contract. Also budgeted in this line is a restored position to assist with HR duties. Therefore, this line item has been increased.
101-227-000-706-015 – Safety Coordinator	This line item reflects the new duties assigned to the Hydro Dam Operator who will coordinate a safety committee, OSHA and MI-OSHA classes, etc.
101-227-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
101-227-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.

Line Item	Explanation
101-227-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019. This line item has been adjusted to reflect the increase. A greater increase is budgeted due to both employees in HR receiving health insurance, as well as the proposed restoration of the HR position.
101-227-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
101-227-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. An increase is budgeted due to both employees in HR receiving health insurance, as well as the proposed restoration of the HR position.
101-227-000-719-015 – Dental Benefits	As predicted, our dental insurance rates for 2019 increased by 10%. A greater increase is budgeted due to the proposed restoration of the HR position.
101-227-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. A greater increase is budgeted due to the proposed HR position.
101-227-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. An increase is budgeted due to both employees in HR receiving health insurance, as well as the proposed restoration of the HR position.

Line Item	Explanation
101-227-000-719-021 – Admin Fee-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. An increase is budgeted due to both employees in HR receiving health insurance, as well as the proposed restoration of the HR position.
101-227-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
101-227-000-727-000 – Office Supplies	Recommended that this line item remain at \$500 for 2019 to maintain office supplies for the department.
101-227-000-740-000 – Operating Supplies	It is requested that \$5,000 be budgeted in this line to purchase department apparel for employees in 2019. We did not purchase the file cabinets that were budgeted in 2018.
101-227-000-876-000 – Retirement/MERS	Employer's portion is based on a flat rate (\$625.00 per employee times 24 pays = \$15,000 per employee) for employees hired before January 1, 2014. For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources. An increase is budgeted due to the proposed HR position.
101-227-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14. An increase is budgeted due to the restored HR position.

Line Item	Explanation
101-227-000-958-000 – Membership & Dues	It is recommended that this line item remain at \$400 for 2019 to maintain membership to SHRM (Society of Human Resource Management) and other HR organizations that provide updates and relative information for HR professionals.
101-227-000-960-000 – Education & Training	It is recommended that this line item remain at \$25,000 for 2019. We have ongoing needs for Education and Training throughout the entire employee base. MIOSHA safety for employees will be a big focus; there are also classes for required certifications, as well as a need for additional professional development. Attendance to annual conferences for management employees (MERS, MRPA, MFGOA, MPA, MiGMIS as examples).

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 227.000 - HUMAN RESOURCES							
101-227.000-706.000	SALARY - PERMANENT WAGES	106,822	106,008	108,008	111,249	96,272	159,586
101-227.000-706.015	SAFETY COORDINATOR	0	0	0	0	0	7,000
101-227.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	2,462	4,402	1,662	3,292	2,499	0
101-227.000-708.010	HEALTH INS BUYOUT	3,000	3,000	3,000	3,000	1,500	0
101-227.000-715.000	F.I.C.A./MEDICARE	8,452	8,669	8,390	8,763	7,503	12,745
101-227.000-719.000	HEALTH INSURANCE	18,637	18,600	20,471	27,283	27,239	75,016
101-227.000-719.001	SICK AND ACCIDENT	854	958	958	958	957	1,146
101-227.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(1,800)	(1,800)	(1,800)	(1,800)	(1,875)	(5,400)
101-227.000-719.015	DENTAL BENEFITS	3,071	2,835	2,665	2,665	2,665	4,397
101-227.000-719.016	VISION BENEFITS	482	513	513	513	490	885
101-227.000-719.020	HEALTH CARE DEDUCTION	8,410	6,690	5,775	12,275	4,976	17,745
101-227.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	92	139	90	120	90	270
101-227.000-720.000	LIFE INSURANCE	396	396	396	396	416	680
101-227.000-727.000	OFFICE SUPPLIES	299	512	500	500	39	500
101-227.000-740.000	OPERATING SUPPLIES	0	0	2,000	2,000	0	5,000
101-227.000-876.000	RETIREMENT/MERS	10,445	13,480	13,722	13,788	12,527	20,142
101-227.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	600	500	2,600
101-227.000-958.000	MEMBERSHIP AND DUES	380	199	400	400	209	400
101-227.000-960.000	EDUCATION AND TRAINING	22,504	15,533	25,000	25,000	16,338	25,000
NET OF REVENUES/APPROPRIATIONS - 227.000 - HUMAN RESOURCES		(184,506)	(180,134)	(191,750)	(211,002)	(172,345)	(327,712)

101-247 – Board of Review

Expenditures

Line Item	Explanation
101-247-000-704-000 – Appointed Officials	This line item reflects the per diem amount paid to three (3) Board of Review members.
101-247-000-715-000 – FICA/Medicare	Amount provided by the Accounting Director.
101-247-000-723-000 – Deferred Compensation Employer	Amount provided by the Accounting Director.

7/30/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 247.000 - BOARD OF REVIEW							
101-247.000-704.000	APPOINTED OFFICIALS	1,530	1,710	2,000	2,000	1,620	2,000
101-247.000-715.000	F.I.C.A./MEDICARE	22	25	29	29	24	20
101-247.000-723.000	DEFERRED COMPENSATION EMPLOYE	20	22	26	26	21	18
NET OF REVENUES/APPROPRIATIONS - 247.000 - BOARD OF REVIEW		(1,572)	(1,757)	(2,055)	(2,055)	(1,665)	(2,038)

NARRATIVE

101-253 - Treasurer

Expenditures

Line Item	Explanation
101-253-000-703-000 – Salaries-Elected Officials	Per Resolution No. 2018-23, the Treasurer's salary was set at \$81,782.20 for 2018. It is recommended that it be increased by 3% in 2019, the same as the Teamster contract, to \$84,235.66. The salary is determined by the Board. (Language regarding compensation committee removed per Board's direction).
101-253-000-705-000 – Salary-Supervision	Per Resolution No. 2018-17, the Deputy Treasurer's salary was set at \$59,188 for 2018. It is recommended that it be increased by 3% in 2019 to \$60,963.64. This increase is the same as the Teamster contract.
101-253-000-706-000 – Salary-Permanent Wages	This line item reflects the wages of two Floater II/Clerk III positions. A 3% contractual increase is budgeted.
101-253-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source. Since all employees in this department will receive health insurance in 2019, it has been reduced to \$0.

Line Item	Explanation
101-253-000-709-000 – Regular Overtime	In reviewing the budget and activity for 2018, we recommend a slight increase for 2019 of \$500 to cover all necessary overtime such as tax time and the annual dog clinic. During the tax collection season, it may be necessary to stay to accommodate residents' needs or to balance on high volume days.
101-253-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
101-253-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019. A greater increase is shown due to an employee who previously received the health care buyout now receiving health care insurance.
101-253-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
101-253-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. An increase is shown due to an employee who previously received the health care buyout now receiving health care insurance.
101-253-000-719-015 – Dental Benefits	As predicted, our dental insurance rates for 2019 increased by 10%.
101-253-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. This line item has been adjusted to reflect the increase.

Line Item	Explanation
101-253-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. An increase is shown due to an employee who previously received the health care buyout now receiving health care insurance.
101-253-000-719-021 – Admin Fee-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. An increase is shown due to an employee who previously received the health care buyout now receiving health care insurance.
101-253-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each department employee. Figures provided by Human Resources.
101-253-000-727-000 – Office Supplies	Accounts for necessary supplies, also includes envelopes for past due notices and A/P mailings. We are integrating some new procedures on how we accept tax bills that may save money in the future. We do recommend maintaining the same amount for 2019.
101-253-000-753-000 – Dog Licenses	This line item reflects the expenditure for the purchase of one to three year dog licenses. Though we budgeted to purchase tags in 2018, we found a supply of licenses that were able to be used and will be enough to get us through the year. We recommend the amount from 2018 be re-budgeted for 2019.

Line Item	Explanation
101-253-000-830-000 – Tax Preparation	This line item reflects printing of tax bills for summer and winter for the outside printer service we use, currently Centron Data Services. We recommend the same amount for 2019.
101-253-000-860-000 – Travel	Mileage reimbursement for the Treasurer & Deputy to travel to meetings, banks, post office, County Treasurer’s Office and court cases. We recommend the same amount for 2019.
101-253-000-876-000 – Retirement/MERS	Employer’s portion is based on a flat rate (\$625.00 per employee times 24 pays = \$15,000 per employee) for employees hired before January 1, 2014. For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources.
101-253-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
101-253-000-931-000 – Repairs & Maintenance	This line item reflects maintenance contracts with the check signer company – we did not opt for the maintenance contract on the money counter. We recommend the same amount for 2019.

Line Item	Explanation
101-253-000-956-000 - Miscellaneous	Unforeseen expenses that aren't covered in the above line items such as court fees/parking for small claims. We recommend the same amount for 2019.

11/26/18

***** We would like to present a possible new line item for department apparel.

The reflection for the residents and also our staff show a sense of pride and teamwork.

Note: It is budgeted in the Human Resources Department.

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 253.000 - TREASURER							
101-253.000-703.000	SALARIES - ELECTED OFFICIALS	78,227	79,400	79,400	81,782	74,967	84,236
101-253.000-705.000	SALARY - SUPERVISION	56,833	53,034	57,464	59,188	51,220	60,964
101-253.000-706.000	SALARY - PERMANENT WAGES	70,102	73,021	90,988	93,714	84,423	96,215
101-253.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	7,649	18,106	2,267	3,951	4,707	0
101-253.000-708.010	HEALTH INS BUYOUT	1,500	0	3,000	3,000	1,500	3,000
101-253.000-709.000	REG OVERTIME	976	965	1,300	1,300	993	1,800
101-253.000-715.000	F.I.C.A./MEDICARE	15,895	16,636	17,619	18,087	16,269	18,626
101-253.000-719.000	HEALTH INSURANCE	52,184	48,410	49,131	49,131	50,732	90,019
101-253.000-719.001	SICK AND ACCIDENT	1,067	910	1,436	1,436	1,245	1,146
101-253.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(5,400)	(3,600)	(5,400)	(5,400)	(4,175)	(6,000)
101-253.000-719.015	DENTAL BENEFITS	4,330	3,164	3,556	3,556	3,589	4,562
101-253.000-719.016	VISION BENEFITS	763	592	770	770	795	984
101-253.000-719.020	HEALTH CARE DEDUCTION	17,986	17,832	17,325	17,325	11,845	23,660
101-253.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	320	306	270	270	207	360
101-253.000-720.000	LIFE INSURANCE	628	509	773	773	712	907
101-253.000-727.000	OFFICE SUPPLIES	879	3,358	1,300	1,600	1,063	1,300
101-253.000-753.000	DOG LICENSES	1,050	0	1,050	1,050	518	1,050
101-253.000-830.000	TAX PREPARATION	2,874	1,261	3,500	3,500	1,305	3,500
101-253.000-860.000	TRAVEL	250	502	750	424	213	750
101-253.000-876.000	RETIREMENT/MERS	29,338	43,084	35,365	35,422	32,343	46,952
101-253.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	400	300	1,300
101-253.000-931.000	REPAIRS AND MAINTENANCE	393	193	500	500	0	500
101-253.000-956.000	MISCELLANEOUS	20	36	100	100	0	100
NET OF REVENUES/APPROPRIATIONS - 253.000 - TREASURER		(337,864)	(357,719)	(362,464)	(371,879)	(334,771)	(435,931)

NARRATIVE

101-265 – Building Operations

Expenditures

Line Item	Explanation
101-265-000-705-000 – Salary-Supervision	This line item reflects the salary of the restored Building Operations Director. We recommend that we go back to having both an Operations Director and Parks Director instead of the combined Public Services Superintendent position, as we have in the past. This would be an increase of one (1) position and both the Operations Director and Park Director are Teamster employee positions. This is a Board decision.
101-265-000-706-000 – Salary-Permanent Wages	This line item is used for the salaries of 2 full-time maintenance tech staff, 2 full-time custodians, 50% of 1 full-time custodian (shared with 14B Court) and 3 part-time custodians. A 3% contractual increase is budgeted. Even though the 3% is budgeted, a larger increase is shown due to one full-time custodial position being part-time when the 2018 budget was completed.
101-265-000-707-775 – Salary-Temporary Ford Lake Park	This line item reflects wages for seasonal employees to paint park shelters and gate houses. We are recommending that it remain at \$5,000 for 2019.
101-265-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.

Line Item	Explanation
101-265-000-709-000 – Regular Overtime	This line item is used for overtime costs. We are recommending that it remain at \$1,500.
101-265-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
101-265-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019.
101-265-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
101-265-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage.
101-265-000-719-015 – Dental Benefits	As predicted, our dental insurance rates for 2019 increased by 10%. A greater increase is budgeted due to the restored Building Operations Director position.
101-265-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. A greater increase is budgeted due to the restored Building Operations Director position.
101-265-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. An increase is budgeted due to the restored Building Operations Director position.

Line Item	Explanation
101-265-000-719-021 – Admin Fee-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. An increase is budgeted due to the restored Building Operations Director position.
101-265-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each non-fire department employee. Figures provided by Human Resources. A greater increase is budgeted due to the restored Building Operations Director position.
101-265-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
101-265-000-727-000 – Office Supplies	This line item is used for office supplies. In reviewing what has been spent in prior years, it is recommended that it be increased to \$400 for 2019.
101-265-000-740-000 – Operating Supplies	This line item is used for tools and equipment for the Building Maintenance employees. It is recommended that it remain at \$2,000 for 2019.
101-265-000-741-000 – Boot Reimb & Uniform Purchase	This line item is for a supply service for mats & towels, as well as contractual boot reimbursement. In 2017 we purchased new uniforms and per the AFSCME contract, we are restoring the laundry service for uniforms. Therefore, this line has been increased to \$12,000 for 2019.
101-265-000-757-775 – Operating Supplies-Ford Lake Park	This line item is used for tools and equipment used within the Ford Lake Park system. It is recommended that it remain at \$800 in 2019.

Line Item	Explanation
101-265-000-776-001 – Maint Supplies-Civic Center	This line item is used for supplies for the Civic Center, such as vacuum bags, floor finish, etc. In reviewing the amount spent to date in 2018, it is recommended that it remain at \$6,500 for 2019.
101-265-000-776-002 – Maint Supplies-Graffiti Control	This line item is for cleaners and paints used in the removal of graffiti. It is recommended that it be maintained at \$1,500 for next year.
101-265-000-776-775 – Maint Supplies-Ford Lake Park	This line item is used for supplies within the Ford Lake Park system. It is recommended that it be increased to \$2,500 for 2019 since there are now employees working out of the Ford Lake Park House.
101-265-000-777-000 – Bldg Oper Equipment Tools	This line item is used to pay for tools, lift gates, electrical and regulatory posters. It is recommended that it be increased to \$4,000 for 2019 due to the need to replace a buffer.
101-265-000-818-001 – Contractual Services-Civic Center	This line item is used for the alarm systems, elevator inspections, fire extinguishers, boiler inspections, building services, window washers, etc. In reviewing what has been spent to date in 2018, it is recommended that it remain at \$50,000 in 2019. We will seek to again have a maintenance contract for the mechanical system.
101-265-000-818-775 – Maint-Contr Svcs-Ford Lake Park	This line item is used for contracting for work in the Ford Lake Park System (an alarm system, hot water heater, etc.). It is recommended that this be maintained at \$700 in 2019.

Line Item	Explanation
101-265-000-867-000 – Gas & Oil	This line item is used for fuel and oil for vehicles, WEX & Fuelcloud. It is recommend that it remain at \$3,500 for 2019.
101-265-000-876-000 – Retirement/MERS	Employer's portion is based on a flat rate (\$625.00 per employee times 24 pays = \$15,000 per employee) for employees hired before January 1, 2014. For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources.
101-265-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
101-265-000-920-001 – Utilities-Civic Center	This line item is used for the utilities in the Civic Center. We are proposing to maintain it at \$80,000 in 2019.
101-265-000-931-001 – Repairs-Civic Center	This line item is used to pay for batteries, door repairs, closers, etc. in the Civic Center. It is recommended that it be maintained at \$2,000 for 2019.
101-265-000-931-020 – Non-Reoccurring R&M-Civic Ctr	This line item is used for large unexpected item replacements, such as electric ceiling sensors. Although we had a budget amendment for the fuel tank remediation in 2018, it is recommended that it remain at \$3,000 in 2018.
101-265-000-931-775 – Repairs-Ford Lake Parks	This line item is used for paint and maintenance staff repairs in the Ford Lake Park System. It is recommended that this line item remain at \$2,000 in 2019.

Line Item	Explanation
101-265-000-938-000 – Equipment Contractual Equipment	This line item is used for annual inspections on equipment. It is recommended that this line item remain at \$1,000 in 2019.
101-265-000-943-000 – Motorpool Lease/Maintenance	This line item is for the combined cost of the monthly vehicle lease/ maintenance. Figures provided by the Accounting Director.
101-265-000-956-000 – Miscellaneous	This line item is used for drug screenings, driving tests, etc. It is recommended that it remain at \$500 in 2019.

11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 265.000 - RESIDENT SVCS: BLDG OPERATIONS							
101-265.000-705.000	SALARY - SUPERVISION	0	0	0	1,142	0	59,225
101-265.000-706.000	SALARY - PERMANENT WAGES	220,844	223,962	229,663	241,658	209,999	270,375
101-265.000-707.000	SALARY - TEMPORARY/SEASONAL	0	7,332	0	0	0	0
101-265.000-707.775	SALARY - TEMP. FORD LAKE PARK	0	0	5,000	200	0	5,000
101-265.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	788	804	2,990	1,958	1,280	0
101-265.000-708.010	HEALTH INS BUYOUT	3,000	4,666	3,000	3,000	1,500	3,000
101-265.000-709.000	REG OVERTIME	2,010	2,072	1,500	1,950	1,620	1,500
101-265.000-715.000	F.I.C.A./MEDICARE	17,048	17,747	14,628	16,313	16,071	24,346
101-265.000-719.000	HEALTH INSURANCE	31,380	32,859	60,887	46,562	36,091	77,516
101-265.000-719.001	SICK AND ACCIDENT	1,428	1,676	2,155	2,155	1,167	2,483
101-265.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(4,500)	(4,500)	(6,300)	(6,300)	(3,988)	(5,100)
101-265.000-719.015	DENTAL BENEFITS	2,568	2,568	4,333	4,333	2,410	4,933
101-265.000-719.016	VISION BENEFITS	522	556	898	898	531	1,131
101-265.000-719.020	HEALTH CARE DEDUCTION	9,717	8,333	18,778	18,778	10,529	22,208
101-265.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	238	225	315	315	174	360
101-265.000-720.000	LIFE INSURANCE	676	693	891	891	729	1,474
101-265.000-723.000	DEFERRED COMPENSATION EMPLOYE	0	100	524	524	13	293
101-265.000-727.000	OFFICE SUPPLIES	219	256	300	300	267	400
101-265.000-740.000	OPERATING SUPPLIES	2,171	814	2,000	2,000	732	2,000
101-265.000-741.000	BOOT REIMB & UNIFORMS PURCHASE	7,842	6,872	7,000	7,000	7,000	12,000
101-265.000-757.775	OPERATING SUPP: FORD LAKE PAR	165	524	800	800	222	800
101-265.000-776.001	MAINT SUPPLIES - CIVIC CENTER	6,784	6,940	6,500	6,500	5,440	6,500
101-265.000-776.002	MAINT SUPPLIES - GRAFFITI CON	461	0	1,500	1,500	702	1,500
101-265.000-776.775	MAINT SUPPLIES: FORD LAKE PAR	70	978	1,000	5,800	0	2,500
101-265.000-777.000	BLDG OPER EQUIP TOOLS	2,423	2,055	3,000	3,000	1,082	4,000
101-265.000-818.001	CONTRACTUAL SERVICES CIVIC CT	42,257	41,783	50,000	50,000	42,819	50,000
101-265.000-818.775	MAINT-CONTR SVCS - FORD LK PR	195	187	700	700	0	700
101-265.000-867.000	GAS & OIL	2,157	2,547	3,500	3,500	2,520	3,500

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
101-265.000-876.000	RETIREMENT/MERS	15,661	22,570	22,988	23,159	19,419	31,168
101-265.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	1,200	492	5,850
101-265.000-920.001	UTILITIES - CIVIC CENTER	62,432	77,322	80,000	80,000	57,893	80,000
101-265.000-931.001	REPAIRS CIVIC CENTER	494	893	2,000	2,000	646	2,000
101-265.000-931.020	NON REOCCURRING R & M - CIVIC	2,316	2,408	3,000	26,950	26,423	3,000
101-265.000-931.775	REPAIRS - FORD LAKE PARKS	0	6	2,000	2,000	300	2,000
101-265.000-938.000	EQUIPMENT CONTRACTUAL EQUIP	0	0	1,000	1,000	0	1,000
101-265.000-943.000	MOTORPOOL LEASE/MAINTENANCE	7,073	7,000	7,000	7,000	6,417	7,201
101-265.000-956.000	MISCELLANEOUS	105	484	500	500	118	500
101-265.000-977.000	EQUIPMENT	0	20,908	0	9,194	0	0
NET OF REVENUES/APPROPRIATIONS - 265.000 - RESIDENT SVCS: BLDG C		(438,544)	(493,640)	(534,050)	(568,480)	(450,618)	(685,363)

NARRATIVE

101-266 - Computer Support Expenditures

Line Item	Explanation
101-266-000-706-000 – Salary-Permanent Wages	This line item reflects the salaries of the IS Manager, Assistant IS Manager, and the Web Content & Design Manager. A contractual 3% increase is budgeted.
101-266-000-708-004 – Salaries Pay Out – PTO&Sick Time	This line item is used for the payout of PTO time for employees that have over 360 hours accumulated. The amounts are paid at 75%.
101-266-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
101-266-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019. Even though we budgeted for the increase, the amount shown is less since one employee in the department is opting out of health care coverage for 2019.
101-266-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
101-266-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. The amount has been decreased due to one less employee receiving health care coverage.

Line Item	Explanation
101-266-000-719-015 – Dental Benefits	As predicted, our dental insurance rates for 2019 increased by 10%. A larger increase is budgeted due to an employee moving from single coverage to 2 person coverage.
101-266-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. A larger increase is budgeted due to an employee moving from single coverage to 2 person coverage.
101-266-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. The amount budgeted has been reduced due to an employee in the department opting out of receiving health care for 2019.
101-266-000-719-021 – Admin Fee-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. The amount budgeted has been reduced due to an employee in the department opting out of receiving health care for 2019.
101-266-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
101-266-000-727-000 – Office Supplies	It is recommended that this line item remain at \$1,000 for 2018. No Change.

Line Item	Explanation
101-266-000-801-000 – Professional Services	\$8,000 is budgeted in this line item for document scanning. It was previously budgeted in the 101.215 – Clerk.
101-266-000-857-100 – Communications-Internet Access	<p>Internet access connection and cloud based services. 170% Increase</p> <p>This increase reflects a new project of a massive improvement to network infrastructure, moving from cable modem to fiber optic.</p> <ul style="list-style-type: none"> • Requested increases to IT service offerings • Comcast Internet • Cloud VPS hosting • Cloud storage solutions • Cloud Systems Management Solutions
101-266-000-867-000 – Gas & Oil	Fuel costs for the IT Department. No Change
101-266-000-876-000 – Retirement/MERS	Employer’s portion is based on a flat rate (\$625.00 per employee times 24 pays = \$15,000 per employee) for employees hired before January 1, 2014. For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources.
101-266-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
101-266-000-933-000 – Equipment Maintenance	Unexpected repair of hardware equipment. No Change.

Line Item	Explanation
101-266-000-933-001 – Maintenance Contracts	Hardware service and support maintenance agreements. 15% Increase <ul style="list-style-type: none"> • Uninterruptible Power Systems • Network Firewalls
101-266-000-934-000 – Software Support & Maint	Software support and annual maintenance agreements. This includes all technical support, patches, updates and upgrades for various software applications. 3% Increase <ul style="list-style-type: none"> • Apex Sketch Software • Barracuda • BS&A Software • Email System • ESRI GIS • Microsoft Windows and Office • Network Management Tools • RecTrac • Server Backup Software • System Malware Protections • VMWare
101-266-000-941-000 – Equipment Rental/Leasing	Time and attendance software. 4% Increase.
101-266-000-943-000 – Motorpool Lease/Maintenance	Computer Support Vehicle, figures provided by the Accounting Director.
101-266-000-971-008 – Capital Outlay/Prop. Improvement	Network infrastructure expansion As needed network data runs No Change

Line Item	Explanation
101-266-000-977-000 - Equipment	New hardware purchases. 56% Increase <ul style="list-style-type: none"> • Workstation Replacements/Upgrades (done in August through October) • Server Replacements • Meeting Room Improvements (mono pads)
101-266-000-977-001 – Computer Software	New software purchases. 395% Increase <ul style="list-style-type: none"> • Network Management Software Upgrades (re-budget, estimate \$18,000) • Change Management - \$6,000 • Password Management - \$6,000 • Print Management - \$5,000 • Backup Software Upgrades - \$8,000 • GIS Software Upgrades - \$6,000 • (The Business Process Management, estimated at \$200,000 was removed in order to balance the budget. This item will be brought back to the Board and a budget amendment can be done at that time).

11/28/18

Large increase explanations:

Business Process Management Phase 1

101.266.000.977.001

A project focused on improving organization performance by managing and optimizing the Townships business processes. The Township would be more efficient, more effective and more capable of change with the implementation of such a solution.

Estimated cost \$200,000

Phase 1 will focus on these Business Processes

- Accounts Payable
- Agenda Management
- Freedom of Information Act Request

Improvement to network infrastructure

101.266.000.857.100

Project to contract out the building and maintenance of the Township WAN (wide area network).

Estimated cost \$65,000/year

Project would contract out to an organization such as AT&T, Comcast, or other qualified service provider to provide the Township with a more reliable, higher bandwidth, lower latency network connection between all Township locations.

An alternative to this would be to build our own network via fiber optic cabling or wireless transmissions. Both of these option would still include some annual maintenance costs.

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 266.000 - COMPUTER SUPPORT							
101-266.000-706.000	SALARY - PERMANENT WAGES	146,861	162,121	163,028	157,128	129,937	171,250
101-266.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	6,559	5,807	6,027	9,933	5,032	4,893
101-266.000-708.010	HEALTH INS BUYOUT	0	253	0	3,000	1,500	3,000
101-266.000-709.000	REG OVERTIME	644	99	0	0	88	0
101-266.000-715.000	F.I.C.A./MEDICARE	11,318	12,387	12,933	13,232	10,176	13,704
101-266.000-719.000	HEALTH INSURANCE	43,487	43,399	48,079	45,079	29,276	50,011
101-266.000-719.001	SICK AND ACCIDENT	1,281	1,436	1,436	1,436	1,057	1,146
101-266.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(6,149)	(6,308)	(6,392)	(6,392)	(3,046)	(3,600)
101-266.000-719.015	DENTAL BENEFITS	3,252	3,252	3,036	3,036	2,271	3,747
101-266.000-719.016	VISION BENEFITS	562	599	599	599	445	787
101-266.000-719.020	HEALTH CARE DEDUCTION	3,905	5,232	14,438	14,438	897	11,830
101-266.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	275	270	270	270	142	180
101-266.000-720.000	LIFE INSURANCE	594	594	594	594	482	680
101-266.000-727.000	OFFICE SUPPLIES	479	839	1,000	1,000	725	1,000
101-266.000-730.000	POSTAGE	0	0	0	5,900	0	0
101-266.000-801.000	PROFESSIONAL SERVICES	0	0	0	0	0	8,000
101-266.000-857.100	COMMUNICATIONS-INTERNET ACCES	27,562	27,509	41,930	41,930	28,683	113,030
101-266.000-867.000	GAS & OIL	69	108	1,500	1,500	222	1,500
101-266.000-876.000	RETIREMENT/MERS	11,345	15,504	15,810	15,810	13,655	19,232
101-266.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	500	391	1,300
101-266.000-933.000	EQUIPMENT MAINTENANCE	4,746	3,760	5,000	5,000	4,922	5,000
101-266.000-933.001	MAINTENANCE CONTRACTS	2,568	6,251	4,680	4,680	3,204	5,380
101-266.000-934.000	SOFTWARE SUPPORT & MAINT	80,902	74,219	94,359	94,359	68,627	96,754
101-266.000-941.000	EQUIPMENT RENTAL/LEASING	8,786	9,130	8,700	8,700	7,425	9,000
101-266.000-943.000	MOTORPOOL LEASE/MAINTENANCE	3,750	2,200	2,200	2,200	2,017	5,925
101-266.000-971.008	CAPT L OUTLAY -IMPROVEMENT	43,146	5,613	15,000	15,000	10,561	15,000
101-266.000-977.000	EQUIPMENT	94,234	65,594	71,750	77,116	59,504	112,000
101-266.000-977.001	COMPUTER SOFTWARE	37,848	35,768	51,300	39,300	9,156	53,700
NET OF REVENUES/APPROPRIATIONS - 266.000 - COMPUTER SUPPORT		(528,024)	(475,636)	(557,277)	(555,348)	(387,349)	(704,449)

101-267 General Services

Expenditures

Line Item	Explanation
101-267-000-727-000 – Office Supplies	This line item is used to purchase general office supplies used by all departments, except 14-B Court, Golf Course, Recreation and the Fire Department. Some of the items purchased include paper, card stock and batteries. Based on what was spent in previous years and to date in 2018, it is recommended that this line item remain at \$7,000 in 2019.
101-267-000-727-200 – Office Meeting/Welcome Supplies	This line item is used to purchase coffee, filters, cups, creamer, sugar and water at the Civic Center. Coffee and water are offered to residents and people attending meetings in the building. Profits from the vending machines (101-000-000-694-200) are used for this line item. It is recommended that it be increased to \$700 for 2019.
101-267-000-730-000 - Postage	This line item is used for postage costs. Since postage increases are unknown, it is recommended that it remain at \$60,000 for 2019.
101-267-000-850-000 - Telephone	This line item is used for all desk and cell phones in the Township. Based on what was spent in previous years and to date in 2018, it is recommended that it remain at \$44,000 in 2019.

Line Item	Explanation
101-267-000-900-000 - Publishing	This line item is used for publishing of various notices in the newspaper and for printing of notices for Neighborhood Watch. In reviewing what was spent in previous years and to date in 2018, it is recommended that it be increased to \$18,000 in 2019. If the Board decides to hire or contract for our communications to do branding, this amount would need to be increased.
101-267-000-933-000 – Equipment Maintenance	This line item is used for maintenance on all equipment except our copiers and computers. Based on what has been spent to date in 2018, it is recommended that it be increased to \$1,200 for 2019.
101-267-000-941-000 – Equipment Rental/Leasing	This line item is used for equipment rental of the postage machine, copier maintenance and supplies. Based on the expenses to date in 2018, it is recommended that it be reduced to \$15,000 for 2019.
101-267-000-941-000 - Miscellaneous	This line item is used to replenish the First Aid boxes and pay for our Sam’s Club membership. In reviewing what has been spent to date in 2018, it is recommended that it remain at \$1,000 in 2019.

Line Item	Explanation
101-267-000-977-000 – Equipment	<p data-bbox="1077 245 1885 386">We anticipate that the cellular repeater to amplify outside Verizon Wireless cellular signals into the Township Civic Center will be completed in 2018. Therefore, \$38,000 has been removed from the 2019 budget.</p> <p data-bbox="1077 428 1839 524">We are also recommending that we purchase another copier for the 2nd floor. Therefore, this line has been increased.</p>

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 267.000 - GENERAL SERVICES							
101-267.000-727.000	OFFICE SUPPLIES	5,719	6,801	7,000	7,000	6,350	7,000
101-267.000-727.200	OFFICE MEETING/WELC SUPPLIES	292	339	500	800	620	700
101-267.000-730.000	POSTAGE	63,259	40,512	60,000	75,182	51,455	60,000
101-267.000-850.000	TELEPHONE	44,115	42,006	44,000	44,000	32,954	44,000
101-267.000-900.000	PUBLISHING	15,536	11,510	15,000	17,500	16,408	18,000
101-267.000-933.000	EQUIPMENT MAINTENANCE	776	970	600	600	0	1,200
101-267.000-941.000	EQUIPMENT RENTAL/LEASING	15,738	13,348	17,000	17,000	10,386	15,000
101-267.000-956.000	MISCELLANEOUS	657	694	1,000	1,700	1,301	1,000
101-267.000-977.000	EQUIPMENT	854	0	40,000	46,134	13,990	10,000
NET OF REVENUES/APPROPRIATIONS - 267.000 - GENERAL SERVICES		(146,946)	(116,180)	(185,100)	(209,916)	(133,464)	(156,900)

NARRATIVE

101-371 - Planning

Expenditures

Line Item	Explanation
101-371-000-705-000 – Salary-Supervision	This line item reflects 75% of the salary of the Planning & Development Coordinator and 12.5% of the OCS Administrator position. In previous years, 100% of the Coordinator position was budgeted here but since some work is done with the Building Department, the 75%/25% split is recommended. Therefore, a decrease is shown even though a 3% salary increase is budgeted, the same as the Teamster contract.
101-371-000-707-000 – Temporary Wages/Seasonal	Funding to participate in a college intern program through local universities. Interns will provide valuable customer service and special project services while improving our relationship and access to educational programs. Based on the amount expended in previous years, it is recommended that \$10,000 be budgeted for 2019.
101-371-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
101-371-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.

Line Item	Explanation
101-371-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019. This line item has been adjusted to reflect the increase. Even though the increase is budgeted, the amount shown is less due to 25% of the Planning & Development Coordinator being budgeted in Fund 249 – Building in 2019.
101-371-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources. The amount shown is less due to 25% of the Planning & Development Coordinator being budgeted in Fund 249 – Building in 2019.
101-371-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A decrease has been budgeted, due to the recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn't pay the same amount as those receiving family coverage. Additionally, 25% of the Planning & Development Coordinator is budgeted in Fund 249 – Building in 2019.
101-371-000-719-015 – Dental Benefits	As predicted, our dental insurance rates for 2019 increased by 10%. Even though the increase is budgeted, the amount shown is less due to 25% of the Planning & Development Coordinator being budgeted in Fund 249 – Building in 2019.

Line Item	Explanation
101-371-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. Even though the increase is budgeted, the amount shown is less due to 25% of the Planning & Development Coordinator being budgeted in Fund 249 – Building in 2019.
101-371-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. The amount shown is less due to 25% of the Planning & Development Coordinator being budgeted in Fund 249 – Building in 2019.
101-371-000-719-021 – Admin Fee-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. The amount shown is less due to 25% of the Planning & Development Coordinator being budgeted in Fund 249 – Building in 2019.
101-371-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources. Even though the increase is budgeted, the amount shown is less due to 25% of the Planning & Development Coordinator being budgeted in Fund 249 – Building in 2019.
101-371-000-723-000 – Deferred Compensation Employee	Figures provided by the Accounting Director.

Line Item	Explanation
101-371-000-727-000 – Office Supplies	Expenses for office supplies necessary for day-to-day operations. No change.
101-371-000-755-000 – Subscriptions & Publications	Expenses for professional subscriptions and publications in order to maintain education of employees within the department including Planning & Zoning News. No change.
101-371-000-801-003 – Township Projects-Planner	Master plan update and zoning ordinance rewrites: \$60,000 for 2018, \$99,500 in 2019, and \$12,500 in 2020. Budget for this project was approved at the June 19 th , 2018 Township Board meeting.
101-371-000-801-006 – Professional Planning Contract	Expenses for professional consulting services relating to planning issues for community development projects. It is recommended that this line item be reduced to \$12,000 for 2019.
101-371-000-817-000 – Township Projects Engineer	Expenses for professional consulting services relating to engineering issues for community development projects and administration of Township Engineering Standards & Design Specifications. This item is requested to remain at \$12,000 in anticipation of continued positive economic development momentum and special projects, including, but not limited to, Ecorse Road and East Michigan Avenue corridor streetscape improvements.
101-371-000-860-000 – Travel	Reimbursement for use of personal vehicles for Township business by the Planning & Development Coordinator position. No change from the 2018 original budget.

Line Item	Explanation
101-371-000-876-000 – Retirement/MERS	Employer's portion is based on a flat rate (\$625.00 per employee times 24 pays = \$15,000 per employee) for employees hired before January 1, 2014. For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources. The amount shown is less due to 25% of the Planning & Development Coordinator being budgeted in Fund 249 – Building in 2019.
101-371-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
101-371-000-956-000 – Miscellaneous	Funding for unexpected expenses related to planning, zoning, and community development. No change.
101-371-000-958-000 – Membership & Dues	Dues for staff membership in professional organizations including the American Planning Association (APA) (\$270), Michigan Association of Planning (MAP) (\$95), and American Institute of Certified Planners (AICP) (\$135). The increase is due to the APA dues scale and the addition of AICP certification of the Planning & Development Coordinator position.

11/13/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 371.000 - COMMUNITY DEVELOPMENT							
101-371.000-705.000	SALARY - SUPERVISION	76,871	18,351	72,727	74,971	64,347	59,916
101-371.000-706.013	GIS SERVICE	455	0	0	0	0	0
101-371.000-707.000	SALARY - TEMPORARY/SEASONAL	6,837	0	10,000	10,000	6,411	10,000
101-371.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	9,410	531	1,119	1,532	531	0
101-371.000-708.010	HEALTH INS BUYOUT	375	375	375	375	188	375
101-371.000-715.000	F.I.C.A./MEDICARE	6,624	1,473	6,825	7,029	5,018	5,760
101-371.000-719.000	HEALTH INSURANCE	18,637	52	7,137	7,137	6,375	6,251
101-371.000-719.001	SICK AND ACCIDENT	480	60	539	539	551	334
101-371.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(1,800)	0	(1,800)	(1,800)	(300)	(450)
101-371.000-719.015	DENTAL BENEFITS	1,516	98	464	464	433	409
101-371.000-719.016	VISION BENEFITS	249	16	107	107	102	98
101-371.000-719.020	HEALTH CARE DEDUCTION	2,530	0	2,888	2,888	2,107	2,231
101-371.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	92	0	90	90	68	68
101-371.000-720.000	LIFE INSURANCE	223	25	223	223	218	198
101-371.000-723.000	DEFERRED COMPENSATION EMPLOYE	89	0	195	195	83	195
101-371.000-727.000	OFFICE SUPPLIES	190	400	750	750	361	750
101-371.000-755.000	SUBSCRIPTIONS & PUBLICATIONS	260	283	200	200	185	200
101-371.000-801.003	TOWNSHIP PROJECTS-PLANNER	26,767	48,980	60,000	60,000	33,226	99,500
101-371.000-801.006	PROFESSIONAL PLANNING CONTRACT	0	105,103	20,000	20,000	15,411	12,000
101-371.000-817.000	TOWNSHIP PROJECTS ENGINEER	7,617	8,214	12,000	12,000	13,083	12,000
101-371.000-860.000	TRAVEL	723	0	500	450	360	500
101-371.000-867.000	GAS & OIL	0	0	0	50	38	0
101-371.000-876.000	RETIREMENT/MERS	9,578	1,922	4,737	4,824	4,214	3,535
101-371.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	750	700	975
101-371.000-956.000	MISCELLANEOUS	247	80	250	250	80	250
101-371.000-958.000	MEMBERSHIP AND DUES	0	3	250	250	95	500
NET OF REVENUES/APPROPRIATIONS - 371.000 - COMMUNITY DEVELOP		(167,970)	(185,966)	(199,576)	(203,274)	(153,885)	(215,595)

NARRATIVE

101-400 – Planning Commission

Expenditures

Line Item	Explanation
101-400-000-704-000 – Appointed Officials	Expenses to compensate seven (7) appointed members of the Planning Commission to attend 18 of 24 scheduled bimonthly meetings. The rate is \$50 per meeting per person. No change.
101-400-000-715-000 – FICA/Medicare	Employer costs for FICA/Medicare expenses for Planning Commissioners. Figures provided by the Accounting Director.
101-400-000-723-000 – Deferred Compensation Employer	Employer costs for deferred compensation expenses for Planning Commissioners. Figures provided by the Accounting Director.
101-400-000-958-000 – Membership & Dues	Dues for membership in professional organizations such as American Planning Association (APA) and Michigan Association of Planning (MAP). No change.

7/16/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 400.000 - PLANNING COMMISSION							
101-400.000-704.000	APPOINTED OFFICIALS	2,653	2,689	6,300	6,300	3,582	6,300
101-400.000-715.000	F.I.C.A./MEDICARE	39	39	91	91	53	91
101-400.000-723.000	DEFERRED COMPENSATION EMPLOYE	34	35	82	82	46	82
101-400.000-958.000	MEMBERSHIP AND DUES	400	400	400	400	400	400
NET OF REVENUES/APPROPRIATIONS - 400.000 - PLANNING COMMISSIC		(3,126)	(3,163)	(6,873)	(6,873)	(4,081)	(6,873)

NARRATIVE

101-410 – Zoning Board of Appeals

Expenditures

Line Item	Explanation
101-410-000-704-000 – Appointed Officials	Expenses to compensate five (5) appointed members of the Zoning Board of Appeals to attend 12 scheduled monthly meetings. The rate is \$50 per meeting per person. No change.
101-410-000-715-000 – FICA/Medicare	Employer costs for FICA/Medicare expenses for ZBA members. Figures provided by the Accounting Director.
101-410-000-723-000 – Deferred Compensation Employer	Employer costs for deferred compensation expenses for ZBA members. Figures provided by the Accounting Director.
101-410-000-958-000 – Membership & Dues	Dues for membership in professional organizations such as American Planning Association (APA) and Michigan Association of Planning (MAP). No change.

7/16/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 410.000 - ZONING BOARD OF APPEALS							
101-410.000-704.000	APPOINTED OFFICIALS	886	962	3,000	3,000	1,100	3,000
101-410.000-715.000	F.I.C.A./MEDICARE	13	31	50	50	35	50
101-410.000-723.000	DEFERRED COMPENSATION EMPLOYE	11	9	45	45	10	45
101-410.000-958.000	MEMBERSHIP AND DUES	250	250	250	250	250	250
NET OF REVENUES/APPROPRIATIONS - 410.000 - ZONING BOARD OF APF		(1,160)	(1,252)	(3,345)	(3,345)	(1,395)	(3,345)

101-446 Highways and Streets

Expenditures

Line Item	Explanation
101-446-000-818-008 –Highways & Streets-Lift Stations	We contract with YCUA to maintain and repair lift stations the Township owns (Tuttle Hill, Hydro Dam, Ford Lake Park and Ford Blvd.). This includes pumping out water, especially during a power outage and maintaining the operation of them. It is recommended that this line item remain at \$19,000 for 2019.
101-446-000-818-009 – Highways & Streets-Drain Costs	Per the Water Resources Commission, our drain costs for 2019 will be \$172,112.
101-446-000-818-022 – Highways & Streets-Road Construction	It is recommended that \$100,000 be budgeted in this line item for small road projects and calming devices in 2019. We have seen that the asphalt calming devices deteriorate, the Road Commission informed us that they will now be using cement for them. We determine our capital improvements for roads based on recommendations from the Road Commission and the larger projects come back to the Board after our annual meeting with the Road Commission.

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 446.000 - HIGHWAYS AND STREETS							
101-446.000-818.008	HIGHWAYS & STREETS LIFT STATI	9,033	8,181	19,000	19,000	5,171	19,000
101-446.000-818.009	HIGHWAYS & STREETS DRAIN COST	252,870	169,331	216,922	216,922	216,922	172,112
101-446.000-818.022	HIGHWAY & ST-ROAD CONSTRUCTIO	137,015	250,090	150,000	1,099,161	317,901	100,000
NET OF REVENUES/APPROPRIATIONS - 446.000 - HIGHWAYS AND STREE		(398,918)	(427,602)	(385,922)	(1,335,083)	(539,994)	(291,112)

101-728 – Economic Development

Expenditures

Line Item	Explanation
101-728-000-705-000 – Salary-Supervision	This line item reflects the salary of the newly restored Economic Development Director position.
101-728-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
101-728-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019. This line item has been adjusted to reflect the increase.
101-728-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
101-728-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage.
101-728-000-719-015 – Dental Benefits	As predicted, our dental insurance rates for 2019 increased by 10%. Therefore, there is no increase from the draft budget.
101-728-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. This line item has been adjusted to reflect the increase.

Line Item	Explanation
101-728-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
101-728-000-719-021 – Admin Fee – Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits.
101-728-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
101-728-000-727-000 – Office Supplies	This line item reflects expenditures for office supplies and printing for the department.
101-728-000-876-000 – Retirement/MERS	Employer’s portion is based on a flat rate (\$625.00 per employee times 24 pays = \$15,000 per employee) for employees hired before January 1, 2014. For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources.
101-728-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
101-728-000-956-000 – Miscellaneous	This line item reflects miscellaneous expenses in the department.

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 728.000 - ECONOMIC DEVELOPMENT							
101-728.000-705.000	SALARY - SUPERVISION	0	0	0	31,300	19,375	77,500
101-728.000-715.000	F.I.C.A./MEDICARE	0	0	0	2,395	1,465	5,929
101-728.000-719.000	HEALTH INSURANCE	0	0	0	860	0	8,335
101-728.000-719.001	SICK AND ACCIDENT	0	0	0	60	0	382
101-728.000-719.003	EMPLOYEE PAID HEALTH CONTRA	0	0	0	0	0	(600)
101-728.000-719.015	DENTAL BENEFITS	0	0	0	50	0	409
101-728.000-719.016	VISION BENEFITS	0	0	0	11	8	98
101-728.000-719.020	HEALTH CARE DEDUCTION	0	0	0	2,275	0	2,975
101-728.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	0	0	0	20	0	90
101-728.000-720.000	LIFE INSURANCE	0	0	0	25	0	227
101-728.000-727.000	OFFICE SUPPLIES	0	0	0	0	0	1,000
101-728.000-876.000	RETIREMENT/MERS	0	0	0	1,620	1,000	3,317
101-728.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	450	350	1,300
101-728.000-956.000	MISCELLANEOUS	0	0	0	0	0	500
NET OF REVENUES/APPROPRIATIONS - 728.000 - ECONOMIC DEVELOPM		0	0	0	(39,066)	(22,198)	(101,462)

NARRATIVE

101-762 – Residential Services

Expenditures

Line Item	Explanation
101-762-000-705-000 – Salary-Supervision	This line item is used for half of the Residential Services Director's salary, with the other half budgeted in Fund 226 – Environmental Services. This position is still vacant due to a retirement in December 2017 but we are recommending that it be budgeted so the position can be filled.
101-762-000-708-004 – Salaries Pay Out-PTO & Sick Time	The language for the 32 hour payout at 100% has been removed from the union contracts.
101-762-000-708-009 – Auto Allowance	This line item was used for half of the auto allowance for the RSD Director. In 2018, this was removed from the budget.
101-762-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
101-762-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019. This line item has been adjusted to reflect the increase. It is currently budgeted for family coverage.

Line Item	Explanation
101-762-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
101-762-000-719-003 – Employee Paid Health Contra	This line item reflects 50% of the amount employees pay toward their health care coverage.
101-762-000-719-015 – Dental Benefits	As predicted, our dental insurance rates for 2019 increased by 10%. Therefore, there is no increase from the draft budget.
101-762-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. This line item has been adjusted to reflect the increase.
101-762-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. 50% of the cost is budgeted in this line item since this budget reflects half of the Residential Services Director's salary.
101-762-000-719-021 – Admin Fees-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits.
101-762-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.

Line Item	Explanation
101-762-000-876-000 – Retirement/MERS	For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources.

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 762.000 - RESIDENT SVCS: ADMINISTRATION							
101-762.000-705.000	SALARY - SUPERVISION	43,236	42,304	43,716	43,716	43,737	44,371
101-762.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	663	9,363	673	673	0	0
101-762.000-708.009	AUTO ALLOWANCE	3,000	3,000	0	0	0	0
101-762.000-709.000	REG OVERTIME	0	0	0	0	225	0
101-762.000-715.000	F.I.C.A./MEDICARE	3,443	4,167	3,625	3,625	534	3,394
101-762.000-719.000	HEALTH INSURANCE	5,557	9,300	10,236	10,236	0	12,503
101-762.000-719.001	SICK AND ACCIDENT	213	239	239	239	45	191
101-762.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(900)	(900)	(900)	(900)	(38)	(900)
101-762.000-719.015	DENTAL BENEFITS	417	709	667	667	0	733
101-762.000-719.016	VISION BENEFITS	69	128	128	128	0	148
101-762.000-719.020	HEALTH CARE DEDUCTION	2,182	3,261	2,888	2,888	0	2,958
101-762.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	46	(106)	45	45	0	45
101-762.000-720.000	LIFE INSURANCE	99	99	99	99	3	113
101-762.000-723.000	DEFERRED COMPENSATION EMPLOYE	0	0	0	0	402	0
101-762.000-867.000	GAS & OIL	0	0	0	0	15	0
101-762.000-876.000	RETIREMENT/MERS	4,241	5,533	5,532	5,532	490	2,290
101-762.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	0	13	0
NET OF REVENUES/APPROPRIATIONS - 762.000 - RESIDENT SVCS: ADMIN		(62,266)	(77,097)	(66,948)	(66,948)	(45,426)	(65,846)

NARRATIVE

101-774 – Parks & Grounds

Expenditures

Line Item	Explanation
101-774-000-705-000 – Salary-Supervision	This line item reflects the salary for restoration of the Park Operations Director. We recommend that we have both a Building Operations Director and Park Operations Director, as we have in the past, contingent upon board approval.
101-774-000-706-000 – Permanent Wages	This line item reflects the wages of two (2) Crew Leaders and 50% of a Mechanic/Equipment Operator. A contractual 3% increase is budgeted.
101-774-000-707-000 – Salary-Temporary/Seasonal	This line item is used for the wages of seasonal employees. Based on what has been spent to date in 2018, it is recommended that this line item be increased to \$92,000 for 2019.
101-774-000-707-775 – Salary-Temporary/Ford Lake Park	This line item is used for the wages of seasonal employees working within the Ford Lake Park system. Based on what has been spent to date in 2018, it is recommended that this line item be increased to \$93,000 for 2019.
101-774-000-707-776 – Salary Temp FLP Gate Staff	This a fairly new item to record the costs of park staff in relation to the gates. In 2018, we did not expend the amount budgeted due to the rainy season we experienced. The minimum hourly rates will be increasing so we do anticipate using \$24,000 in 2019.

Line Item	Explanation
101-774-000-708-004 – Salaries Pay Out-PTO & Sick Time	This line item is used for the payout of PTO time for employees that have over 360 hours accumulated. The amounts are paid at 75%.
101-774-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
101-774-000-709-000 – Regular Overtime	This line item is used for overtime, most of which is plowing snow when weather is bad and mowing occasionally. Based on what has been spent to date in 2018, it is recommended that this line item be maintained at \$7,500 in 2019.
101-774-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
101-774-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019. The amount is also increased due to budgeting health care for the proposed Park Operations Director position.
101-774-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
101-774-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage.
101-774-000-719-015 – Dental Benefits	As predicted, our dental insurance rates for 2019 increased by 10%. There is a greater amount budgeted due to the restored Parks Operations Director position.

Line Item	Explanation
101-774-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. There is a greater amount budgeted due to the restored Parks Operations Director position.
101-774-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
101-774-000-719-021 – Admin Fee-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. The amount budgeted is less for 2019 due to an employee within the department choosing the health care buyout option.
101-774-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources. An increase is budgeted due to the restored Parks Operations Director position.
101-774-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
101-774-000-724-001 – Unemployment Expense	Based on what has been spent to date in 2018, it is recommended that this line item be maintained at \$5,000 for 2019.
101-774-000-727-000 – Office Supplies	This line item is used for office supplies for the Parks & Grounds Department. It is recommended that it remain at \$250 in 2019.

Line Item	Explanation
101-774-000-741-000 – Boot Reimbursement & Uniforms Purchase	This line item is for boot reimbursement for employees within the department. Per the AFSCME contract, we are restoring the laundry service for uniforms. Therefore, this line has been increased to \$6,500 for 2019.
101-774-000-741-775 – Boot Reimbursement & Uniforms Purchase-FLP	This line item is for boot reimbursement for employees within the department, as well as T-shirts for seasonal employees during the season. Due to year to date levels, it is recommended that it be increased to \$800 for 2019.
101-774-000-757-000 – Operating Supplies	This line item is used to purchase safety supplies needed for the parks, as well as trash bags, cans, etc. It is recommended that it be increased to \$2,000 for 2019.
101-774-000-757-775 – Operating Supplies-Ford Lake Park	This line item is used to purchase safety supplies needed for the Ford Lake Park system. It is recommended that this line item be maintained at \$2,000 for 2019.
101-774-000-776-000 – Maintenance Supplies	This line item is used for athletic field paint, rock salt, signs, fall zone material in the playgrounds and trailer/equipment tires. It is expected to cost more for fall zone material later this year (2018), and next. Therefore, it is recommended that it be increased to \$30,000 for 2019.
101-774-000-776-010 – Civic Center Landscaping	This line item is used to plant flowers around areas of the Township Civic Center. It is recommended that it remain at \$3,000 for 2019.

Line Item	Explanation
101-774-000-776-775 – Maint Supplies-Ford Lake Park	This line item is used for maintenance supplies (lumber, bolts, stone, signs, etc.) for the Ford Lake Park system. Based on year to date expenses, it is recommended that it be increased to \$7,500 for 2019.
101-774-000-783-004 – Tree Maintenance	This line item is used for new trees, as well as pruning existing trees. It is recommended that it be reduced to \$1,500 in 2019.
101-774-000-818-011 – Maintenance Contractual Service	This line item is used for electrical contractors, bee friendly weeding & feeding soccer\ball parks, and tree removal. In reviewing what has been spent to date in 2018, it is recommended that it remain at \$20,000 for 2019.
101-774-000-818-775 – Maint-Contr Svcs-Ford Lake Park	This line item is used for electrical contractors, YCUA hydrant usage, Ford Lake Park bee friendly weeding & feeding soccer\ball parks, tree removal and the alarm system. Based on what has been spent to date in 2018, it is recommended that it be increased to \$7,500 for 2019.
101-774-000-850-775 – Telephone-Ford Lake Park	This line item is used for the telephone service at Ford Lake Park. Due to year to date expenses, it is recommended that it be reduced at \$500 for the 2019 budget.
101-774-000-867-000 – Gas & Oil	WEX & Fuelcloud; this line item covers the cost of fuel for work done in the parks. Based on what has been spent to date in 2018, it is recommended that it be increased to \$25,000 in 2019.

Line Item	Explanation
101-774-000-867-775 – Gas & Oil-Ford Lake Park	WEX & Fuelcloud; This line item covers the cost of fuel for work done in the Ford Lake Park system. Based on what has been spent to date in 2018, it is recommended that it be increased to \$12,000 in 2019.
101-774-000-876-000 – Retirement/MERS	Employer’s portion is based on a flat rate (\$625.00 per employee times 24 pays = \$15,000 per employee) for employees hired before January 1, 2014. For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources.
101-774-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
101-774-000-920-000 – Utilities-Parks	This line item is used for electrical/water costs in all the parks. Based on what was spent to date in 2018, it is recommended that it remain at \$14,000 in 2019.
101-774-000-920-775 – Utilities-Ford Lake Parks	This line item is used for heating, A/C and electrical costs in the Ford Lake Park system. Based on what has been spent to date in 2018, it is recommended that it be increased to \$12,000 for 2019.
101-774-000-939-000 – Auto Maintenance	This line item is used for fuel/oil change, and other expenses not covered by maintenance/leasing costs. It is recommended that it remain at \$2,000 in 2019.

Line Item	Explanation
101-774-000-939-010 – Small Equipment & Parts	This line item is used to purchase parts for mowers, weed whips, etc. Based on what has been spent to date in 2018, it is recommended that it be maintained at \$12,000 for 2019.
101-774-000-939-011 – Parks Equipment Labor	This line item is used to pay labor costs for repairing tractors for field maintenance. We are recommending that it remain at the 2018 level of \$1,000 for 2019.
101-774-000-939-030 – Labor/Fluid Chrgs-Motorpool	This line item is used for antifreeze and other fuel charges from the Motorpool. Figures provided by the Accounting Director.
101-774-000-941-000 – Equipment Rental/Leasing	This line item is used for renting equipment. We use this for rototillers, concrete saws, etc. It is recommended that it remain at \$500 for 2019.
101-774-000-942-775 – Vehicle Charge-Ford Lake Park	It is recommended that this line item remain at \$2,800 for the 2019 budget.
101-774-000-943-000 – Motorpool Lease/Maintenance	This line item is used for motorpool leases for all non-FLP vehicles. Figures provided by the Accounting Director.
101-774-000-943-775 – Motorpool Lease/Maintenance-FLP	This line item is used for motorpool leases for the Ford Lake Park system. Figures provided by the Accounting Director.

Line Item	Explanation
101-774-000-956-000 – Miscellaneous	This line item is used for drug screening and driving records. It is recommended that it remain at \$600 for 2019.
101-774-000-958-000 – Membership & Dues	This is used for the pesticide licensing. Based on our needs, it is recommended that it remain at \$300 for 2019.

11/26/18

Reviewed 11/28/18

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 774.000 - RESIDENT SVCS: PARKS & GROUNDS							
101-774.000-705.000	SALARY - SUPERVISION	27,028	27,535	27,913	12,582	0	59,225
101-774.000-706.000	SALARY - PERMANENT WAGES	100,342	115,139	124,062	122,540	105,749	130,856
101-774.000-707.000	SALARY - TEMPORARY/SEASONAL	42,438	94,886	80,000	106,000	102,012	92,000
101-774.000-707.050	WAGES - BACK FILL TEMP	37,141	0	0	0	0	0
101-774.000-707.775	SALARY - TEMP. FORD LAKE PARK	92,083	52,173	75,000	107,300	103,329	93,000
101-774.000-707.776	SALARY TEMP FLP GATE STAFF	0	15,297	24,000	24,000	15,822	24,000
101-774.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	3,929	4,715	5,014	5,049	3,164	3,604
101-774.000-708.010	HEALTH INS BUYOUT	1,500	2,698	1,500	4,500	2,250	3,000
101-774.000-709.000	REG OVERTIME	8,399	4,293	7,500	7,500	5,261	7,500
101-774.000-715.000	F.I.C.A./MEDICARE	12,880	13,132	14,702	15,061	13,693	15,046
101-774.000-719.000	HEALTH INSURANCE	46,593	34,099	51,178	31,178	30,644	62,513
101-774.000-719.001	SICK AND ACCIDENT	1,281	1,317	1,436	1,436	1,376	1,337
101-774.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(4,500)	(3,375)	(4,500)	(4,500)	(2,363)	(4,500)
101-774.000-719.015	DENTAL BENEFITS	3,937	3,700	3,702	3,702	3,702	5,130
101-774.000-719.016	VISION BENEFITS	683	663	727	727	694	1,033
101-774.000-719.020	HEALTH CARE DEDUCTION	12,313	8,889	14,438	14,438	2,432	14,718
101-774.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	229	210	225	225	104	180
101-774.000-720.000	LIFE INSURANCE	594	555	594	594	625	794
101-774.000-723.000	DEFERRED COMPENSATION EMPLOYE	2,257	2,270	1,625	3,225	2,884	0
101-774.000-724.001	UNEMPLOYMENT EXPENSE	1,043	0	5,000	4,500	1,962	5,000
101-774.000-727.000	OFFICE SUPPLIES	140	127	250	250	236	250
101-774.000-741.000	BOOT REIMB & UNIFORMS PURCHASE	1,495	1,265	1,500	2,000	1,881	6,500
101-774.000-741.775	BOOT REIMB & UNIFORMS PURCHASE - FLP	490	497	500	550	550	800
101-774.000-757.000	OPERATING SUPPLIES	1,321	1,550	1,500	1,450	1,388	2,000
101-774.000-757.775	OPERATING SUPP: FORD LAKE PAR	918	929	2,000	2,000	857	2,000
101-774.000-776.000	MAINTENANCE SUPPLIES	18,698	13,021	20,000	23,000	19,236	30,000
101-774.000-776.010	CIVIC CENTER LANDSCAPING	205	1,250	3,000	1,000	908	3,000
101-774.000-776.775	MAINT SUPPLIES: FORD LAKE PAR	7,082	4,824	5,000	8,000	5,394	7,500
101-774.000-783.004	TREE MAINTENANCE	0	1,410	2,000	0	0	1,500
101-774.000-818.011	MAINTENANCE CONTRACTUAL SRVC	10,894	16,812	20,000	16,500	16,251	20,000
101-774.000-818.775	MAINT-CONTR SVCS - FORD LK PR	4,492	6,840	5,000	5,075	5,060	7,500
101-774.000-850.775	TELEPHONE - FORD LAKE PARK	696	(17)	800	800	0	500
101-774.000-867.000	GAS & OIL	14,807	15,973	15,000	29,000	23,791	25,000
101-774.000-867.775	GAS & OIL - FORD LAKE PARK	4,898	8,152	6,000	12,000	9,442	12,000
101-774.000-876.000	RETIREMENT/MERS	18,993	23,921	24,779	24,918	14,569	20,848
101-774.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	975	774	3,250

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
101-774.000-920.000	UTILITIES - PARKS	17,158	13,827	14,000	14,000	12,813	14,000
101-774.000-920.775	UTILITIES - FORD LAKE PARKS	11,559	13,189	10,000	10,625	10,614	12,000
101-774.000-939.000	AUTO MAINTENANCE	118	376	2,000	3,700	1,419	2,000
101-774.000-939.010	SMALL EQUIPMENT & PARTS	14,753	11,574	12,000	15,000	14,087	12,000
101-774.000-939.011	Parks Equipment Labor	0	257	1,000	1,000	594	1,000
101-774.000-939.030	LABOR/FLUID CHRGS - MOTORPOOL	1,200	1,226	1,200	1,200	1,100	1,200
101-774.000-939.031	MOTORPOOL-MISC REPAIR	0	0	0	7,000	4,471	0
101-774.000-941.000	EQUIPMENT RENTAL/LEASING	75	0	500	500	405	500
101-774.000-942.775	VEHICLE CHARGE - FLP	2,800	2,800	2,800	2,800	2,567	2,800
101-774.000-943.000	MOTORPOOL LEASE/MAINTENANCE	27,485	27,425	27,425	30,500	28,238	41,407
101-774.000-943.775	MOTORPOOL LEASE MAINT-FORD L	27,485	27,425	27,425	30,500	27,958	41,407
101-774.000-956.000	MISCELLANEOUS	143	313	600	600	270	600
101-774.000-958.000	MEMBERSHIP AND DUES	0	0	300	300	0	300
101-774.000-977.000	EQUIPMENT	0	121,631	0	7,390	7,390	0
NET OF REVENUES/APPROPRIATIONS - 774.000 - RESIDENT SVCS: PARKS		(578,075)	(694,793)	(640,695)	(712,690)	(605,603)	(786,298)

101-780 – Stormwater Management

Expenditures

Line Item	Explanation
101-780-000-801-000 – Professional Services	<p>This line item reflects our annual dues with the Huron River Watershed Council for stormwater management services, which were increased 35% to \$10,248 for 2019. Per the contract with the Middle Huron Partnership, this cost will increase each year over the next five (5) years.</p> <p>Also budgeted in this line is the cost of the permit fee to the State of Michigan and fees charged by OHM for water permit assistance. We would also like to include a study and action plan to educate our residents on keeping our drains clean.</p> <p>It is requested that \$28,000 be budgeted in 2019.</p>

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 780.000 - RSD-STORMWATER MGMT DEPT							
101-780.000-801.000	PROFESSIONAL SERVICES	8,304	14,642	25,000	25,000	8,057	28,000
NET OF REVENUES/APPROPRIATIONS - 780.000 - RSD-STORMWATER MC		(8,304)	(14,642)	(25,000)	(25,000)	(8,057)	(28,000)

101-851 - Fringes

Expenditures

Line Item	Explanation
101-851-000-719-005 – Hospital Physicals	This line item is used for physicals for seasonal employees. It is recommended that it remain at \$3,200 in 2019.
101-851-000-724-000 – Employee Assistance Program	The Township participates in an Employee Assistance Program (EAP). This program is an employee benefit program that helps employees assist with personal problems and/or work-related problems that may impact their job performance, health, mental and emotional well-being. It is recommended that this line item remain at \$4,500 for 2019.
101-851-000-803-100 – Contract Services-Flex Spending	This line item is used for fees associated with flex spending accounts that are paid to Choice Strategies. It is recommended by our Accounting Director that it remain at \$250 for 2019.

8/1/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 851.000 - FRINGES AND INSURANCE							
101-851.000-719.005	HOSPITAL PHYSICALS	2,493	2,693	3,200	3,200	1,220	3,200
101-851.000-724.000	EMPLOYEE ASSISTANCE PROGRAM	3,726	3,689	4,500	4,500	3,714	4,500
101-851.000-803.100	CONTRACT SRVS-FLEX SPENDING	24	0	250	250	0	250
NET OF REVENUES/APPROPRIATIONS - 851.000 - FRINGES AND INSURAN		(6,243)	(6,382)	(7,950)	(7,950)	(4,934)	(7,950)

101-950 – Community Stabilization

Expenditures

Line Item	Explanation
101-950-000-801-023 – Public Nuisance – Legal Services	This line item is used to track legal services to abate public nuisances. It is recommended that it remain at \$600,000 for 2019.
101-950-000-801-024 – Land Use Issues	This line item reflects legal expenses for land use issues, including fair housing/land use, sign ordinance, smoking lounge ordinance, religious land use, daycares & AFC homes, medical marijuana, donation bins, challenges on land use policy, etc. Based on what has been spent to date in 2018, it is recommended that it remain at \$200,000 for 2019.
101-950-000-880-001 – Right Of Way Maintenance	This line item covers the cost of contracting with groups to pick up trash along our roadways, clean gutters, etc., as well as the cost of bags, trash pickers, etc. It is recommended that it remain at \$35,000 for 2019.
101-950-000-880-002 – Mowing Properties	This line item is used for mowing of properties that we receive from the County through tax foreclosure and for other Township owned properties. Based on the amount spent in previous years, it is recommended that \$60,000 be budgeted for 2019.
101-950-000-880-050 – Community Organization	This line item is used for partnering with Habitat for Humanity to help enrich and organize the neighborhoods. It is recommended that \$50,000 be budgeted for 2019.

Line Item	Explanation
101-950-000-969-010 – Land Bank-Habitat	This line item is used in partnership with Habitat for Humanity to stabilize neighborhoods and encourage home ownership. It is recommended that we again budget \$100,000.
101-950-000-969-011 – Community Stabilization Land Bank	<p>This line item is used to purchase to certain tax foreclosed or tax reverted properties for the Township. The Township purchases tax foreclosed properties for economic development under the First Right of Refusal in order to focus on neighborhood stabilization through homeownership.</p> <p>This line item also includes expenditures for demolitions, asbestos inspections, shut offs, winterizations, environmental funding for Township owned property and other related expenses. Habitat will reimburse the Township for any properties purchased for them through the First Right of Refusal – see line item 101-000-000-688-100.</p> <p>We are recommending that this line item remain at \$90,000 for 2019.</p>

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 950.000 - COMMUNITY STABILIZATION							
101-950.000-801.023	PUBLIC NUISANCE - LEGAL SVCS	592,839	606,070	600,000	643,237	528,491	600,000
101-950.000-801.024	LAND USE ISSUES	224,292	264,917	200,000	240,000	186,046	200,000
101-950.000-880.001	RIGHT OF WAY MAINT	86,044	19,677	35,000	35,000	13,290	35,000
101-950.000-880.002	MOWING PROPERTIES	0	66,018	61,000	61,000	57,365	60,000
101-950.000-880.050	COMMUNITY ORGANIZATION	0	50,000	50,000	50,000	0	50,000
101-950.000-969.010	LAND BANK - HABITAT	120,043	100,000	100,000	84,000	60,000	100,000
101-950.000-969.011	COMMUNITY STABILIZATION - LAND BANK	99,927	157,824	90,000	105,014	93,613	90,000
101-950.000-969.013	LIBERTY SQUARE - GRANT PROJECT	0	0	0	986	986	0
NET OF REVENUES/APPROPRIATIONS - 950.000 - COMMUNITY STABILIZ		(1,123,145)	(1,264,506)	(1,136,000)	(1,219,237)	(939,791)	(1,135,000)

101-956 – Other Functions

Expenditures

Line Item	Explanation
101-956-000-719-010 – Health Care Tax	The health care tax is calculated by BCBS and is for the Affordable Care Act for Federal and State taxes and fees (Federal insurance premium tax, Comparative Effectiveness Fee, Reinsurance Fee, Marketplace Fee, Risk Adjustment Fee, Michigan Claims Tax, State Insurance Premium Tax). These taxes are now included in the monthly premiums and are allocated to the proper departments. Therefore, our Accounting Director recommends that this line item remain at the 2018 Amended Budget amount of \$1,200 for 2019.
101-956-000-724-001 – Unemployment Expense	This line item is used for non-seasonal employees. It is recommended that it remain at \$1,000 for 2019.
101-956-000-801-000 – Professional Services	This line item is used for various professional services the Township may need, i.e. HR services, architects, economic development, Reimagine Washtenaw, On the Ground News, small engineering projects under \$7,500, etc. It is recommended that it remain at \$55,000 in 2019.
101-956-000-844-000 – Meals on Wheels	It is recommended that this line item remain at \$10,000 for 2019.

Line Item	Explanation
101-956-000-944-002 – Aerotropolis	<p>In June 2017, the Township Board voted to withdraw from the Aerotropolis.</p> <p>They are requesting that we re-join this organization to help create jobs around ACM. We are requesting that \$10,000 be budgeted for 2019 but it will take a Board vote to re-join.</p>
101-956-000-876-002 – Other Retirement Costs	<p>This line item is used for retiree life insurance. It is recommended by our Accounting Director that it be increased to \$1,700 for 2019.</p>
101-956-000-876-003 – OPEB Funding-Retiree Health	<p>This line item covers the liability for the Township’s Other Post Employment Benefits (OPEB) obligation. This is for all departments except 14B Court, Fire, Environmental Services, Recreation and Law Enforcement. Figures provided by the Accounting Director.</p>
101-956-000-884-000 – Wash Dev Council-AA SPARK	<p>\$15,000 is budgeted in 2019 for this line item (\$10,000 for A2 SPARK and \$5,000 for SPARK East).</p>
101-956-000-913-000 – Insurance & Bonds Fleet	<p>Figures were provided by our Accounting Director.</p>
101-956-000-917-000 – Workers Compensation Insurance	<p>Figures were provided by our Accounting Director.</p>
101-956-000-925-000 – Cameras Non Tax Assessment	<p>This line item is used to cover the maintenance costs of cameras the Township pays for (the main server, 2 cameras at Harris Park and 1 at the Redwood overpass). It is recommended that it remain at \$15,500 for 2019.</p>

Line Item	Explanation
101-956-000-926-000 – Street Lighting Non-Assessible	This line item is used to cover the cost of maintaining street lights in areas where they are not part of a special assessment district. It is the recommendation of our Accounting Director that it remain at \$150,000 for 2019. The 2018 activity shown is lower than budgeted but costs are not calculated until the end of the year.
101-956-000-926-050 – Street Light-Construction-Non Assessible	This line item is used for new construction of street lights or conversions to LED that are not assessed to residents. Nothing is currently budgeted for 2019 as no projects are planned at this time but if any come forward, they will be brought to the Board with a budget amendment for approval.
101-956-000-926-100 – Right of Way Tree Trim-Removal	We are recommending that \$10,000 be budgeted in 2019 to trim/remove trees.
101-956-000-956-000 - Miscellaneous	It is recommended that this line item remain at \$500 for 2019.
101-956-000-956-006 – Miscellaneous Tax Refunds	This line item is used by the Treasurer’s Office and reflects costs to try to reach MTT settlements. The full settlement amounts are reserved in Fund Balance. It was recommended by our Accounting Director that it be reduced to \$3,000 for 2019.

Line Item	Explanation
101-956-000-956-020 – Property Taxes on Twp Property	When a property goes to the County Treasurer and is placed in the auction for back taxes, the Township has to pay the current year taxes if the property is not sold. Additionally, they must pay any special assessments for drains, street lights and cameras on these properties. Based on year to date expenditures, it is recommended that this line item be reduced to \$10,000 for 2019.
101-956-000-956-022 – Settlement &/or Claim Deductibles	This line item will be used for any insurance claims filed against the Township and represented by the Michigan Municipal Liability legal staff. It is recommended that it remain at \$10,000 for 2019.
101-956-000-957-000 – Bank Charges	It is recommended by our Accounting Director that this line item be decreased to \$12,000 for 2019.
101-956-000-969-007 – Contribution Water Hardship	This line item is used for our Water Subsidy Program. It is recommended that it remain at \$12,000 in 2019.

11/16/18

Reviewed 11/28/18

NOTE: OPEB & MERS – It is a stated goal of the Board to fund additional dollars to these two line items to reduce liabilities.

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 956.000 - OTHER FUNCTIONS							
101-956.000-719.010	HEALTH CARE TAX	41,662	2,655	500	1,200	998	1,200
101-956.000-724.001	UNEMPLOYMENT EXPENSE	0	724	1,000	1,000	(362)	1,000
101-956.000-801.000	PROFESSIONAL SERVICES	34,015	19,315	55,000	67,000	56,091	55,000
101-956.000-801.110	PROFSNL SRV - ENVIRO CLEAN UP WR/GM	7,310	0	0	0	0	0
101-956.000-817.371	CONSULTANT - COMMUNITY DEVELOPMENT	4,533	0	0	0	0	0
101-956.000-844.000	MEALS ON WHEELS	10,000	10,000	10,000	10,000	10,000	10,000
101-956.000-844.002	AEROTROPOLIS	15,000	15,000	0	0	0	0
101-956.000-876.002	OTHER RETIREMENT COSTS	1,401	1,422	1,500	1,500	1,320	1,700
101-956.000-876.003	OPEB FUNDING- RETIREE HEALTH	485,193	458,560	417,383	417,383	417,383	439,988
101-956.000-884.000	WASH DEV COUNCIL-AA SPARK	15,000	15,000	15,000	15,000	15,000	15,000
101-956.000-913.000	INSURANCE & BONDS FLEET	107,021	108,103	113,586	113,586	99,453	113,605
101-956.000-917.000	WORKERS COMPENSATION INSURANC	18,007	16,622	16,722	16,722	14,879	17,002
101-956.000-925.000	CAMERAS NON TAX ASSESSMENT	8,410	24,106	15,500	15,500	9,144	15,500
101-956.000-926.000	STREET LIGHTING NON ASSESSABL	140,483	110,716	150,000	150,000	55,497	150,000
101-956.000-926.050	STREET LIGHT -CONSTRUCTION NON-A	170,532	84,693	0	384,491	379,007	0
101-956.000-926.100	RIGHT OF WAY TREE TRIM - REMOVAL	20,990	650	10,000	10,000	3,250	10,000
101-956.000-956.000	MISCELLANEOUS	145	75	500	500	0	500
101-956.000-956.006	MISCELLANEOUS TAX REFUNDS	2,144	1,593	3,500	3,500	825	3,000
101-956.000-956.020	PROPERTY TAXES ON TWP PROPERT	1,720	14	15,000	14,300	8,199	10,000
101-956.000-956.022	SETTLEMENTS &/or CLAIM DEDUCTIBLES	10,000	0	10,000	10,000	0	10,000
101-956.000-957.000	BANK CHARGES	9,116	11,486	12,600	12,600	7,043	12,000
101-956.000-969.007	CONTRIBUTION WATER HARDSHIP	6,840	7,170	12,000	12,000	7,140	12,000
NET OF REVENUES/APPROPRIATIONS - 956.000 - OTHER FUNCTIONS		(1,109,522)	(887,904)	(859,791)	(1,256,282)	(1,084,867)	(877,495)

101-970 – Capital Outlay

Expenditures

Line Item	Explanation
101-970-000-975-135 – Capital Outlay – Furniture & Fixtures	In 2018, we began replacing the 20 year old office furniture in the Township. We are requesting that this project continue in 2019. Additionally, it has been requested that the chairs in the Clerk’s office be re-upholstered in 2019. Therefore, \$40,000 has been budgeted.
101-970-000-975-141 – Civic Center Roof	\$203,000 was budgeted in 2018 for the Civic Center roof but it will not be done until 2019. Therefore, \$203,000 has been re-budgeted next year.
101-970-000-976-008 – Capital Outlay-Community Center	\$118,600 was budgeted in 2018 for the Community Center roof. This project was completed and will be paid this year.

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 970.000 - CAPITAL OUTLAY							
101-970.000-971.008	CAPTL OUTLAY -IMPROVEMENT	0	30,500	29,500	29,500	10,715	0
101-970.000-971.010	CAPITAL OUTLAY - NETWORK EXPANSION	101,214	0	0	0	0	0
101-970.000-971.100	CAPITAL OUTLAY - TYLER DAM PROJECT	0	1,523,048	0	0	(15,598)	0
101-970.000-972.000	CAPO NEIGHBORHOOD CAMERA SYSTEM	59,392	29,634	0	0	0	0
101-970.000-974.100	CDBG PROJECT - CAPITAL OUTLAY	0	0	0	14,330	235	0
101-970.000-975.135	CAP OUTLAY - FURNITURE & FIXTURES	0	16,053	50,000	50,000	40,010	40,000
101-970.000-975.141	CIVIC CENTER - ROOF	0	0	0	203,000	0	203,000
101-970.000-976.007	CAPITAL OUTLAY - VETERANS DRIVE	50,485	24,558	0	0	0	0
101-970.000-976.008	CAPITAL OUTLAY - COMMUNITY CT	0	0	0	118,600	0	0
NET OF REVENUES/APPROPRIATIONS - 970.000 - CAPITAL OUTLAY		(211,091)	(1,623,793)	(79,500)	(415,430)	(35,362)	(243,000)

101-999 – Other Financing Uses

Expenditures

Line Item	Explanation
101-999-000-968-252 – Transfer to Hydro Station	This is a new line item in 2018 and reflects the release of funds from DTE.
101-999-000-969-212 – Transfer to BSR II-Fund 212	This line item reflects the transfer of funds to BSR II – Fund 212 to pay half of the cost of the Township’s road bond.
101-999-000-969-397 – Transfer to Series B Bonds	The Series B Bonds were paid off so this transfer is no longer necessary.

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 999.000 - OTHER FINANCING USES							
101-999.000-968.252	TRANSFER TO HYDRO STATION	0	0	0	0	0	79,000
101-999.000-969.212	TRANSFER TO BSR II Fund 212	345,000	363,455	333,000	433,000	433,000	327,000
101-999.000-969.301	TRANSFER OUT: TO GEN OBLIGATION	481,000	480,000	0	0	0	0
101-999.000-969.397	TRANSFER OUT: TO DEBT FUND B	0	0	537,000	747,000	705,422	0
101-999.000-969.584	CONTRIBUTION TO GOLF COURSE	0	150,000	0	0	0	0
NET OF REVENUES/APPROPRIATIONS - 999.000 - OTHER FINANCING USE		(826,000)	(993,455)	(870,000)	(1,180,000)	(1,138,422)	(406,000)
ESTIMATED REVENUES - FUND 101		9,277,400	11,570,810	8,477,840	10,964,267	7,632,511	8,931,489
APPROPRIATIONS - FUND 101		8,333,855	9,869,281	8,399,411	10,885,838	8,132,682	8,893,104
NET OF REVENUES/APPROPRIATIONS - FUND 101		943,545	1,701,529	78,429	78,429	(500,171)	38,385

Fund 206 – Fire Department

2019 Revenues

Line Item	Explanation
206-000-000-402-005 – Current Taxes Fire Retirement, Pension & OPEB	Line item reflects revenues from property taxes for the fire pension, based on value & millage rates. Projections are \$1,545,509 at 1.2 Mills and \$1,766,002 at 1.3712 Mills
206-000-000-402-006 – ESA Reimbursement Pension	This line item reflects dollars received from the State of Michigan. It is hard to predict, therefore \$0 has been budgeted for 2019.
206-000-000-403-000 – Current Property Taxes	Line item reflects revenues from property taxes for the fire department, based on value & millage rates. Projections are \$3,987,671.
206-000-000-403-001 – ESA Operating	This line item reflects dollars received from the State of Michigan. It is hard to predict, therefore \$0 has been budgeted for 2019.
206-000-000-403-010 – Current Capital Improv Taxes	This is a new line item, approved by the voters in May 2018. It reflects revenues from property taxes for capital improvement, buildings & grounds improvements for the fire department. Projections are \$643,962.
206-000-000-405-000 – In Lieu of Taxes	This line item reflects revenues from PILOT projects. It was recommended by the Accounting Director that we budget \$0 for 2019 since it is difficult to project.

Line Item	Explanation
206-000-000-476-491 – Fire Protection Permit	Line item reflects fees charged for non-business licenses for fire alarm / fire suppression systems inspections. Projections are \$750.
206-000-000-607-011 – Chg for Service – Fire Plan Review	Line item reflects fees charged for fire plan reviews. Projections are \$1,000.
206-000-000-607-012 – Chg for Service – Address Assign	Line item reflects fees charged for an address assignment for residence/business. Projections are \$200.
206-000-000-607-270 – Chg for Service – Liquor Inspect	Line item reflects fees charged for business liquor-license inspections. Projections are \$1,000.
206-000-000-664-001 – Interest Earned	Line item reflects interest earned. Nothing is budgeted for 2019 since it is unpredictable.
206-000-000-694-001 – Other Income Miscellaneous	Line item reflects miscellaneous income. Projections remain at \$2,000 until we get closer to the end of the year.
206-000-000-699-000 – Appropriated Prior Year Balance	Line item reflects revenues from fund balance. If pension mills at 1.2 we will need \$9,868 from Prior Year Fund Balance and if mills at 1.3712 there will be no appropriation of prior year fund balance needed.

2019 Expenditures

Line Item	Explanation
206-206-000-705-000 – Salary-Supervision	Per Resolution No. 2018-17, the Fire Chief’s salary was set at \$84,159 for 2018. It is recommended that it be increased by 3% in 2019 to \$86,684. This increase is the same as the Teamster contract.
206-206-000-705-002 – Salaries-Officers	Line item includes salaries for 1 Fire Marshal, 3 Captains & 3 Lieutenants. The Firefighters Union contract will be negotiated later this year so no wage increases are budgeted at this time. Even though no wage increases are budgeted, the amount shown is higher due to contractual step increases. Request \$510,828.
206-206-000-706-000 – Salary-Permanent Wages	Line item includes the salaries of 19 career firefighters. The Firefighters Union contract will be negotiated later this year so no increase is budgeted at this time.
206-206-000-706-011 – Permanent Wages-Fire Clerical	Line item includes the salary for the AFSCME clerical staff. A 3% contractual increase is budgeted. Request \$49,192.
206-206-000-708-004 – Salaries Pay Out-PTO & Sick Time	Line item includes the costs for paying of any PTO or sick time accrued in 2016 to firefighters. Request \$51,455.

Line Item	Explanation
206-206-000-708-005 – Salaries Payout of Retirees	This line item reflects payouts to employees who are eligible for the Deferred Retirement Option Plan (DROP). For employees hired before 1/1/2014, they may elect to freeze their retirement benefit in the traditional defined benefit plan and enter into the DROP upon attainment of regular service retirement eligibility of twenty-five (25) years of credited service. \$8,411 is budgeted for 2019.
206-206-000-708-007 – Fire Comp Time Payout	Line item is for the costs associated with paying (banked) comp time to firefighters. Request \$72,224.
206-206-000-708-008 – Retiree Time Payouts	Line item is for the costs associated with payout of retiree or terminal leave time to firefighters. Anticipate retirement of one firefighter in 2018. Request \$23,150.
206-206-000-708-010 – Health Insurance Buyout	Line item is for the costs associated with the buyout of health insurance for the firefighters. Request \$6,000.
206-206-000-708-200 – Fire Fighter Clothing Allowance	Line item is for costs associated with clothing allowance to the firefighters. Anticipate 26 FF's at \$200 and \$400 to Fire Marshal. Request \$5,600.
206-206-000-708-206 – Fire Fighter Food Allowance	Line item is for the costs associated with the purchase of firefighter meals (\$1300 x 18 / 650 x 9) Request \$29,250.
206-206-000-709-000 – Regular Overtime	Line item is for the costs associated with regular overtime (for call backs and special assignments) for the firefighters. Request \$90,000.
206-206-000-709-001 – Holiday Overtime	Line item is for the costs associated with holiday overtime for the firefighters. Request \$20,000.

Line Item	Explanation
206-206-000-709-002 – Salary-Contractual Overtime	Line item is for the costs associated with contractual Federal Labor Standards Act (FLSA) overtime for the firefighters. Request \$124,352. The increased is based on hourly rates.
206-206-000-715-000 – FICA/Medicare	Figure provided by the Accounting Director.
206-206-000-717-000 – Salaries-Holiday Pay	Line item is for the costs associated with salaries holiday pay for the firefighters. Request \$74,885. The increase is based on hourly rates.
206-206-000-719-000 – Health Insurance	The rates for 2019 increased by 22.4%. Even though the increase is budgeted, the increase shown is less than 22.4%. This is due to more employees in the department receiving either single person or two person health care instead of family coverage.
206-206-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each employee. This is only for the clerical employee at the Fire Department. Figures provided by Human Resources.
206-206-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A slight decrease has been budgeted due to the recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn't pay the same amount as those receiving family coverage.
206-206-000-719-005 – Hospital Physicals	Line item is for the costs associated with annual respiratory testing & physicals for firefighters. Request \$15,000.

Line Item	Explanation
206-206-000-719-010 – Health Care Tax	The health care tax is calculated by BCBS and is for the Affordable Care Act for Federal and State taxes and fees (Federal insurance premium tax, Comparative Effectiveness Fee, Reinsurance Fee, Marketplace Fee, Risk Adjustment Fee, Michigan Claims Tax, State Insurance Premium Tax). These taxes are now included in the monthly premiums. Therefore, our Accounting Director recommends that \$1,000 be budgeted for 2019.
206-206-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
206-206-000-719-016 – Vision Benefits	We will not receive our vision insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
206-206-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
206-206-000-719-021 – Admin Fee-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits.
206-206-000-720-000 – Life Insurance	Our new rates for life insurance are \$264.60/year for each fire employee. The rate for the clerical employee is \$226.80. Figures provided by Human Resources.

Line Item	Explanation
206-206-000-727-000 – Office Supplies	Line item is for the costs associated with purchase of office supplies. Request \$2,000.
206-206-000-730-000 - Postage	Line item is for postage of department mail. Request \$500.
206-206-000-741-000 – Uniforms-Laundry & Cleaning	Line item is for costs associated with cleaning firefighter uniforms, sheets, towels and bedding. Request \$15,000.
206-206-000-741-001 – Uniforms-New and Badges	Line item is for the costs associated with the purchase of new dress uniforms, accessories, dress hats, and badges for firefighters including new hires. Request \$5,000.
206-206-000-741-100 – Fire Protective Gear	This line item is for costs associated with improvements made to firefighting protective equipment. Requesting \$50,000 to replace full sets of gear for 12 staff including 2 new hires.
206-206-000-741.200 - Fire/Rescue Gen Op Equip	This line item is for costs associated with capital improvements made for confined rescue equipment. Requesting \$13,500 for purchase of new rope/harness equipment, technical rescue and hazardous materials tools & supplies.
206-206-000-742-000 – Fire Prevention Materials	Line item is for the costs associated with the purchase of fire prevention/demonstration materials. Request \$3,500.
206-206-000-757-000 – Operating Supplies	Line item is for costs associated with the purchase of departmental supplies. Request \$14,000.

Line Item	Explanation
206-206-000-757-004 – Medical Supplies	Line item is for costs associated with the purchase of EMS supplies. Increase is for purchase of SPEC PAK Patient extrication system device for E14-1. Request \$10,800.
206-206-000-757-005 – Fire Investigation	Line item is for costs associated with the purchase of fire investigative manuals, equipment, supplies and smoke alarms. Increase is for purchase/install of pullout shelving equipment cabinet for new vehicle. Request \$9,500.
206-206-000-757-006 – Operating Supplies/Tools	Line item is for costs associated with supplies and batteries necessary for firefighting equipment. Request \$500.
206-206-000-800-001 – Administration Fees	Line item is for costs of departmental administrative fees to the Township. Request \$74,295. Figures provided by the Accounting Director.
206-206-000-801-000 – Professional Services	Line item is for costs associated with legal, professional and administrative services provided to the department. Request \$20,000, decrease projected for labor negotiations.
206-206-000-857-000 - Communications	Line item is for costs associated with the maintenance & service of department radios (portable, mobile). Increase is for inclusion of Reporting Software costs. Request \$8,000.
206-206-000-857-001 – Communications-Dispatch	Line item is for costs associated with dispatching services contracted with Emergent Health (HVA). Increase of 4% projected in July of 2019 for half of 2020. Request \$80,000.
206-206-000-863-001 – Auto & Truck Main Station #1	Line item is for costs associated with maintenance & repairs of autos & trucks at Station #1/Ford Blvd. Request \$60,000.

Line Item	Explanation
206-206-000-863-003 – Auto & Truck Main Station #3	Line item is for costs associated with maintenance & repairs of autos & trucks at Station #3/Hewitt St. Request \$20,000.
206-206-000-863-004 – Auto & Truck Main Station #4	Line item is for costs associated with maintenance & repairs of autos & trucks at Station #4/Textile Rd. Request \$20,000.
206-206-000-867-000 – Gas & Oil	Line item is for the purchase of gas & oil for department vehicles. Increase due to price increases. Request \$33,000.
206-206-000-876-000 – Retirement/MERS	Line item is for costs associated with retirement / MERS. Request \$15,000.
206-206-000-876-100 – Retiree Health Care Savings	Line item is associated with Health Care Saving accounts for firefighters hired post 2014. Total includes 10 @ \$1300. Request \$13,000.
206-206-000-900-000 - Publishing	Line item is for costs associated with electronic & print publications for postings. Request \$1,000.
206-206-000-913-000 – Insurance & Bonds Fleet	Line item is for costs associated with insurance or bonds fleet. Request \$37,019. Figures provided by the Accounting Director.
206-206-000-917-000 – Workers Compensation Insurance	Line item is for costs associated with workers compensation insurance. Request \$78,082. Figures provided by the Accounting Director.
206-206-000-920-004 – Utilities Heat	Line item is for costs of providing heat (Natural Gas) to all department stations/facilities. Request \$20,000.

Line Item	Explanation
206-206-000-920-005 – Utilities Light	Line item is for costs to provide electricity to all department stations/facilities. Request \$22,000.
206-206-000-920-006 – Utilities Telephone	Line item is for costs associated with providing telephone/internet service to department facilities. Request \$17,000.
206-206-000-920-007 – Utilities Water and Sewer	Line item is for costs of providing water/sewer services to department facilities. Request \$4,000.
206-206-000-931-005 – Bldg Maintenance Station #1	Line item is for costs associated with building maintenance and repairs for Station #1/Ford Blvd. Request \$9,000.
206-206-000-931-007 – Bldg Maintenance Station #3	Line item is for costs associated with building maintenance and repairs for Station #3/Hewitt St. Request \$4,000.
206-206-000-931-008 – Bldg Maintenance Station #4	Line item is for costs associated with building maintenance and repairs for Station #4/Textile Rd. Request \$4,000.
206-206-000-933-000 – Equipment Maintenance	Line item is for costs associated with maintenance/testing of SCBA, JAWS & fire extinguishers. Request \$3,000.
206-206-000-933-001 – Maintenance Contracts	Line item is for costs associated to maintenance contracts for copiers, sirens, generators, etc. Request \$10,000.
206-206-000-943-000 – Motor Pool Lease/Maintenance	Line item is for debt service for fire/rescue engine purchase in 2015. Request \$59,522.
206-206-000-944-000 – Fire Hydrant Charge	Line item is for YCUA charges for hydrant maintenance (\$1 X 2700 hydrants). Request \$2,700.

Line Item	Explanation
206-206-000-956-000 - Miscellaneous	Line item is for miscellaneous department expenses. Request \$500.
206-206-000-956-010 Tax Refund Expense	Line item is for costs associated with any Michigan Tax Tribunal expenses. Request \$500.
206-206-000-958-000 Membership and Dues	Line item is for all firefighter membership fees and dues (IAFC, IAAI, NFPA, MFIS, etc.). Request \$4,500.
206-206-000-960-000 Education and Training	Line item is for costs associated with education & training of department personnel. Increase due to more employees getting certifications. Request \$15,000.

2019 Civil Service Commission

Line Item	Explanation
206-220-000-704-000 – Appointed Officials	Line item is for the salary of an appointed official. Request \$2,500.
206-220-000-706-000 – Salary-Permanent Wages	Line item is for the salaries of 3 Civil Service committee personnel. Request \$400.
206-220-000-715-000 – FICA/Medicare	Line item is for FICA / Medicare costs for the Civil Service Commission. Request \$50. Figures provided by the Accounting Director.
206-220-000-723-000 – Deferred Compensation Employer	Line item is for Deferred Compensation costs for the Civil Service Commission. Request \$30. Figures provided by the Accounting Director.
206-220-000-801-000 – Professional Services	Line item is for costs associated with Professional Services to the Civil Service Commission. Increase due to future testing for Lieutenant and entry level list in 2019. Request \$10,000.
206-220-000-876-000 – Retirement/MERS	Line item is for costs associated with MERS retirement for the Civil Service Commission. Request \$40. Figures provided by the Accounting Director.
206-220-000-900-000 - Publishing	Line item is for costs associated with publishing by the Civil Service Commission. Request \$1,500.

2019 Pension & Insurance

Line Item	Explanation
206-852-000-876-003 – OPEB Funding – Retiree Health	Line item is for costs associated with Retiree Health Care – OPEB funding. \$767,327 is budgeted for 2019, figures provided by the Accounting Director.
206-852-000-876-004 – Retirement-Fire Department	Line item is for costs associated with the Township’s portion of the Fire/Act 345 retirement. Request \$998,711, figures provided by the Accounting Director.

2019 Capital Outlay

Line Item	Explanation
206-970-000-976-005 – Captl Outlay/Fire Station	Line item is for costs of capital improvements to Hewitt Road Station. We are requesting \$105,000 for new drive/parking, \$20,000 for HVAC replacement, \$15,000 for the kitchen and \$5,000 for carpeting. Total request is \$140,000.
206-970-000-979-000 – Capital Outlay-Fire Apparatus	Line item is for costs associated with purchase of fire trucks. We are requesting that we purchase one (1) replacement engine and pay a deposit for another replacement engine. These engines will be used at substations #3 & #4. Request \$525,000 for 2019.
206-970-000-980-001 – Computer/Comm/Furnishing	Line item is for costs associated with capital improvements to fire station furnishings, computers, etc. Request \$10,000.

8/24/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 206 - FIRE FUND							
Dept 000.000							
206-000.000-402.005	CURRENT TAXES FIRE PENSION	1,123,754	1,364,322	1,430,172	1,430,172	1,418,644	1,766,002
206-000.000-402.006	ESA REIMBURSEMENT PEN	0	7,540	0	0	3,355	0
206-000.000-403.000	CURRENT PROPERTY TAXES	3,515,484	3,536,460	3,690,083	3,690,083	3,664,577	3,987,671
206-000.000-403.001	ESA REIMBURSEMENT OP	0	35,007	0	0	4,402	0
206-000.000-403.002	CUR PROPERTY TAX ADJUSTMENTS	(4,699)	1,216	0	0	0	0
206-000.000-403.005	CUR PROP TAX ADJ - FIRE PENS	3,258	31,037	0	0	0	0
206-000.000-403.010	CURRENT CAPITAL IMPROV TAXES	0	0	0	0	0	643,962
206-000.000-405.000	IN LIEU OF TAXES	8,364	8,595	8,364	8,364	6,202	0
206-000.000-417.000	DELINQUENT PERS.PROPERTY TAXE	5,285	3,972	0	0	0	0
206-000.000-417.005	DELQUENT PERS PROP-FIRE PENSI	0	1,586	0	0	0	0
206-000.000-476.491	FIRE PROTECT PERMT	0	450	750	750	450	750
206-000.000-529.000	FEDERAL GRANTS - OTHER	0	6,343	0	0	0	0
206-000.000-607.011	FIRE PLAN REVIEW - CHG FOR SERVICES	2,325	2,300	500	500	2,302	1,000
206-000.000-607.012	ADDRESS ASSIGN - CHG FOR SERVICES	970	735	200	200	2,015	200
206-000.000-607.270	LIQUOR INSPECT - CHG FOR SERVICES	0	900	1,000	1,000	1,050	1,000
206-000.000-664.001	INTEREST EARNED	2,319	11,742	200	200	22,970	0
206-000.000-673.002	SALES OF FIXED ASSETS-EQUIP.	10,000	936	0	0	0	0
206-000.000-694.001	OTHER INCOME-MISCELLANEOUS	2,297	2,358	2,000	2,000	126	2,000
206-000.000-694.004	MISC REVENUE - INSURANCE REIM	4,725	4,779	0	24,000	27,704	0
206-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	37,643	475,969	0	0
NET OF REVENUES/APPROPRIATIONS - 000.000 -		4,674,082	5,020,278	5,170,912	5,633,238	5,153,797	6,402,585

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 206.000 - FIRE							
206-206.000-705.000	SALARY - SUPERVISION	80,808	81,696	81,707	84,158	72,830	86,684
206-206.000-705.002	SALARIES OFFICERS	407,152	456,282	487,436	506,836	437,992	510,828
206-206.000-706.000	SALARY - PERMANENT WAGES	971,093	977,580	1,065,413	1,015,811	874,595	1,066,811
206-206.000-706.011	PERMANENT WAGES- FIRE CLERICA	47,255	47,729	47,755	47,755	42,686	49,192
206-206.000-706.100	NEGOTIATED CONTRACT ADJUSTMENT	0	50,406	0	2,920	2,917	0
206-206.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	93,602	36,251	55,000	55,000	42,820	51,455
206-206.000-708.005	SALARIES PAY OUT OF RETIREES	72,525	43,421	15,000	32,437	1,301	8,411
206-206.000-708.007	FIRE COMP TIME PAYOUT	36,122	41,871	45,000	45,000	18,825	72,224
206-206.000-708.008	RETIREE TIME PAYOUTS	152,817	55,444	25,000	67,815	58,877	23,150
206-206.000-708.010	HEALTH INS BUYOUT	6,000	10,810	9,000	9,000	7,500	9,000
206-206.000-708.200	FIRE FIGHTER CLOTHING ALLOWAN	4,291	5,521	5,400	5,400	34	5,600
206-206.000-708.206	FIRE FIGHTER FOOD ALLOWANCE	25,943	28,063	27,300	27,300	221	29,250
206-206.000-709.000	REG OVERTIME	114,903	82,654	90,000	90,000	83,850	90,000
206-206.000-709.001	HOLIDAY OVERTIME	1,744	21,111	20,000	47,700	27,681	20,000
206-206.000-709.002	SALARY - CONTRACTUAL OVERTIME	116,182	117,292	113,978	121,058	104,208	124,352
206-206.000-715.000	F.I.C.A./MEDICARE	160,733	155,090	172,187	172,482	133,267	175,064
206-206.000-717.000	SALARIES HOLIDAY PAY	77,328	90,487	71,693	71,693	70,733	74,885
206-206.000-719.000	HEALTH INSURANCE	335,504	328,560	418,437	367,290	364,634	438,427
206-206.000-719.001	SICK AND ACCIDENT	427	479	479	479	459	382
206-206.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(42,352)	(47,852)	(55,397)	(55,397)	(45,463)	(51,578)
206-206.000-719.005	HOSPITAL PHYSICALS	11,187	13,075	13,000	12,500	11,865	15,000
206-206.000-719.010	HEALTH CARE TAX	16,794	577	22,440	1,225	346	1,000
206-206.000-719.015	DENTAL BENEFITS	28,147	26,168	28,366	28,366	25,202	33,583
206-206.000-719.016	VISION BENEFITS	4,667	5,089	5,474	5,474	4,815	6,296
206-206.000-719.020	HEALTH CARE DEDUCTION	79,043	69,183	130,060	113,060	58,849	127,155
206-206.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	2,273	1,555	2,348	2,348	1,861	2,160
206-206.000-720.000	LIFE INSURANCE	10,639	11,167	9,024	13,034	12,418	10,653
206-206.000-727.000	OFFICE SUPPLIES	0	992	2,000	2,000	1,738	2,000
206-206.000-730.000	POSTAGE	516	198	500	700	710	500
206-206.000-741.000	UNIFORMS - LAUNDRY & CLEANING	13,523	13,565	15,000	15,000	12,523	15,000
206-206.000-741.001	UNIFORMS-NEW AND BADGES	4,370	15,221	5,000	5,000	3,880	5,000
206-206.000-741.100	FIRE PROTECTIVE GEAR	0	0	0	0	0	50,000
206-206.000-741.200	FIRE/RESCUE GEN OP EQUIP	0	0	0	0	0	13,500
206-206.000-742.000	FIRE PREVENTION MATERIALS	1,100	2,465	3,500	3,500	2,355	3,500
206-206.000-757.000	OPERATING SUPPLIES	12,267	13,698	14,000	14,500	13,612	14,000
206-206.000-757.004	MEDICAL SUPPLIES	8,348	6,824	9,000	9,500	8,612	10,800
206-206.000-757.005	FIRE INVESTIGATION	0	551	1,000	1,000	449	9,500

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
206-206.000-757.006	OPERATING SUPPLIES/TOOLS	421	445	500	500	58	500
206-206.000-800.001	ADMINISTRATION FEES	66,201	66,201	69,951	69,951	64,122	74,295
206-206.000-801.000	PROFESSIONAL SERVICES	64,366	40,710	40,000	40,000	7,641	20,000
206-206.000-857.000	COMMUNICATIONS	2,913	4,495	5,000	5,000	2,135	8,000
206-206.000-857.001	COMMUNICATIONS - DISPATCH	72,310	74,370	77,000	77,000	70,163	80,000
206-206.000-863.001	AUTO & TRUCK MAIN STATION #1	44,575	48,835	50,000	60,000	25,940	60,000
206-206.000-863.003	AUTO & TRUCK MAIN STATION #3	42,295	21,483	20,000	20,000	13,286	20,000
206-206.000-863.004	AUTO & TRUCK MAIN STATION #4	16,489	26,493	20,000	20,000	13,662	20,000
206-206.000-867.000	GAS & OIL	21,493	27,579	25,000	39,000	33,648	33,000
206-206.000-876.000	RETIREMENT/MERS	8,328	10,981	11,064	11,064	10,058	15,000
206-206.000-876.100	RETIREMENT HEALTH CARE SAVINGS	6,675	10,300	11,700	11,700	10,875	13,000
206-206.000-900.000	PUBLISHING	87	87	1,000	1,000	0	1,000
206-206.000-913.000	INSURANCE & BONDS FLEET	34,874	36,564	38,546	38,546	32,439	37,019
206-206.000-917.000	WORKERS COMPENSATION INSURANC	80,766	72,895	77,523	77,523	68,655	78,082
206-206.000-920.004	UTILITIES HEAT	10,214	14,554	20,000	20,000	8,470	20,000
206-206.000-920.005	UTILITIES LIGHT	25,312	25,195	22,000	22,000	16,590	22,000
206-206.000-920.006	UTILITIES TELEPHONE	16,274	18,309	17,000	17,000	16,018	17,000
206-206.000-920.007	UTILITIES WATER AND SEWER	5,253	5,074	4,000	4,000	3,610	4,000
206-206.000-931.005	BLDG MAINTENANCE STATION #1	9,381	8,644	9,000	9,600	8,988	9,000
206-206.000-931.007	BLDG MAINTENANCE STATION #3	3,753	2,389	4,000	4,000	2,607	4,000
206-206.000-931.008	BLDG MAINTENANCE STATION #4	4,170	4,872	4,000	5,500	4,286	4,000
206-206.000-933.000	EQUIPMENT MAINTENANCE	3,184	2,675	3,000	4,500	3,569	3,000
206-206.000-933.001	MAINTENANCE CONTRACTS	15,323	8,940	10,000	10,000	5,107	10,000
206-206.000-943.000	MOTORPOOL LEASE/MAINTENANCE	0	59,534	59,520	59,520	54,572	59,522
206-206.000-944.000	FIRE HYDRANT CHARGE	2,438	2,439	2,700	2,700	0	2,700
206-206.000-956.000	MISCELLANEOUS	280	494	500	500	500	500
206-206.000-956.010	TAX REFUND EXPENSE	0	0	500	500	0	500
206-206.000-958.000	MEMBERSHIP AND DUES	2,099	2,888	4,500	4,500	2,962	4,500
206-206.000-960.000	EDUCATION AND TRAINING	10,595	8,710	12,000	12,000	9,453	15,000
NET OF REVENUES/APPROPRIATIONS - 206.000 - FIRE		(3,425,020)	(3,369,378)	(3,576,104)	(3,589,548)	(2,948,616)	(3,739,402)

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 220.000 - CIVIL SERVICE COMMISSION							
206-220.000-704.000	APPOINTED OFFICIALS	1,425	425	2,500	2,500	160	2,500
206-220.000-706.000	SALARY - PERMANENT WAGES	495	180	400	400	90	400
206-220.000-715.000	F.I.C.A./MEDICARE	57	20	50	50	9	50
206-220.000-723.000	DEFERRED COMPENSATION EMPLOYE	17	6	30	30	2	30
206-220.000-801.000	PROFESSIONAL SERVICES	62,575	17,460	8,000	7,900	2,460	10,000
206-220.000-876.000	RETIREMENT/MERS	71	34	40	40	17	40
206-220.000-900.000	PUBLISHING	0	0	1,500	1,600	1,559	1,500
NET OF REVENUES/APPROPRIATIONS - 220.000 - CIVIL SERVICE COMMIS		(64,640)	(18,125)	(12,520)	(12,520)	(4,297)	(14,520)
Dept 852.000 - PENSION & INSURANCE							
206-852.000-876.003	OPEB FUNDING- RETIREE HEALTH	587,148	629,226	625,958	625,958	625,958	767,327
206-852.000-876.004	RETIREMENT-FIRE DEPT	789,018	763,874	786,578	786,578	786,578	998,711
NET OF REVENUES/APPROPRIATIONS - 852.000 - PENSION & INSURANCE		(1,376,166)	(1,393,100)	(1,412,536)	(1,412,536)	(1,412,536)	(1,766,038)
Dept 970.000 - CAPITAL OUTLAY							
206-970.000-971.008	CAPT L OUTLAY -IMPROVEMENT	16,053	19,281	40,000	51,524	32,612	0
206-970.000-976.005	CAPITAL OUTLAY FIRE STATION	0	9,088	69,752	451,557	359,242	140,000
206-970.000-979.000	CAPITAL OUTLAY FIRE APPARATUS	0	0	35,000	49,000	41,754	525,000
206-970.000-979.001	PROTECTIVE EQUIPMENT	8,679	8,611	10,000	6,265	3,736	0
206-970.000-979.002	GENERAL FIRE/RESCUE EQUIP	0	4,852	5,000	5,000	904	0
206-970.000-979.005	CAP OUTLAY-FIRE EQUIP-FED GRAN	15,206	6,208	0	19,046	1,143	0
206-970.000-980.001	COMPUTER/COMM/FURNISHING	0	2,953	10,000	36,242	34,907	10,000
206-970.000-991.013	DEBT SERVICE APPARATUS	59,529	0	0	0	0	0
NET OF REVENUES/APPROPRIATIONS - 970.000 - CAPITAL OUTLAY		(99,467)	(50,993)	(169,752)	(618,634)	(474,298)	(675,000)
ESTIMATED REVENUES - FUND 206		4,674,082	5,020,278	5,170,912	5,633,238	5,153,797	6,402,585
APPROPRIATIONS - FUND 206		4,965,293	4,831,596	5,170,912	5,633,238	4,839,747	6,194,960
NET OF REVENUES/APPROPRIATIONS - FUND 206		(291,211)	188,682	0	0	314,050	207,625

NARRATIVE

Fund 208 - Parks

Revenues

Line Item	Explanation
208-000-000-651-000 – Charge Services-Handball Court	Funds are generated by the rental of the racquetball/wallyball courts located at the Community Center. Based on the revenues to date in 2018, this line item has been reduced to \$7,000 for 2019.

Expenditures

Line Item	Explanation
208-208-000-703-000 – Salaries-Elected Officials	Per diem compensation for the nine elected Park Commissioners at \$50 each. Based on the amount expended to date in 2018, this line item has been reduced to \$5,800 in 2019.
208-208-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
208-208-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
208-208-000-801-000 – Professional Services	This line item reflects fees paid for Professional Services.
208-208-000-958-000 – Membership and Dues	This line item covers the annual membership with the Michigan Parks & Recreation Association.

8/22/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 208 - PARKS FUND							
Dept 000.000							
208-000.000-651.000	CHARGE-SERVICES HANDBALL COUR	6,959	5,477	7,500	7,500	4,613	7,000
208-000.000-664.001	INTEREST EARNED	15	188	0	0	365	0
208-000.000-694.001	OTHER INCOME-MISCELLANEOUS	0	15	0	0	0	0
NET OF REVENUES/APPROPRIATIONS - 000.000 -		6,974	5,680	7,500	7,500	4,978	7,000
Dept 208.000 - PARKS							
208-208.000-703.000	SALARIES - ELECTED OFFICIALS	3,600	3,950	6,300	6,300	3,700	5,800
208-208.000-715.000	F.I.C.A./MEDICARE	52	57	91	91	54	91
208-208.000-723.000	DEFERRED COMPENSATION EMPLOYE	47	51	82	82	48	82
208-208.000-801.000	PROFESSIONAL SERVICES	0	0	500	500	0	500
208-208.000-956.000	MISCELLANEOUS	484	0	0	0	0	0
208-208.000-958.000	MEMBERSHIP AND DUES	500	500	500	500	500	500
NET OF REVENUES/APPROPRIATIONS - 208.000 - PARKS		(4,683)	(4,558)	(7,473)	(7,473)	(4,302)	(6,973)
ESTIMATED REVENUES - FUND 208		6,974	5,680	7,500	7,500	4,978	7,000
APPROPRIATIONS - FUND 208		4,683	4,558	7,473	7,473	4,302	6,973
NET OF REVENUES/APPROPRIATIONS - FUND 208		2,291	1,122	27	27	676	27

Fund 212 – BSR II

Revenues

Line Item	Explanation
212-000-000-403-000 – Current Property Taxes	This line item reflects revenues from property taxes, based on values and millage rates.
212-000-000-476-489 – Bicycle Paths Fee	When building permits are issued, a fee is charged for bicycle paths, based on the property frontage. This line item reflects estimated revenues received for these fees. Based on revenues received in previous years, as well as to date in 2018, an increase has been budgeted for 2019.
212-000-000-540-000 – County Grant	The County grant for Grove Road was not completed in 2018 and will need to be brought back to the Board in 2019.
212-000-000-664-001 – Interest Earned	This line item reflects interest earned. Due to the amount received to date in 2018, it is recommended that \$5,000 be budgeted for 2019.
212-000-000-697-000 – Transfer In:General Fund	This line item reflects a transfer from the General Fund to cover a portion of the cost of the Township's road bond. The total bond payment for 2019 is \$600,000.

Expenditures

Line Item	Explanation
212-212-000-801-000 – Professional Services	It is recommended that \$20,000 be budgeted in this line for 2019.
212-212-000-818-006 – Highways & Streets Maintenance	This line item is used for dust control, street sweeping and limestone lifting on Township roads, as well as the repair of sidewalks in the Township. It is recommended that it be increased to \$50,000 for 2019.
212-212-000-931-004 – Repairs & Maintenance-Parks	This line item is used for repairs and maintenance in our parks. We are recommending that it remain at \$20,000 for 2019.
212-212-000-931-775 – Repairs – Ford Lake Parks	This line item is used for repairs and maintenance in the Ford Lake Park system. We are recommending that it remain at \$20,000 for 2019.
212-212-000-968-230 – Transfer To: Recreation Fund	This line item reflects transfers made to the Recreation Fund for operational expenses. Based on their budget, \$501,663 has been budgeted for 2019 (see Fund 230 – Recreation).
212-212-000-969-584 – Contribution to Golf Course	This line item reflects funds transferred to the Golf Course. Based on their proposed budget, it is recommended that \$213,422 be budgeted for 2019 (see Fund 584 – Golf Course). Most of the increase is due to the addition of one (1) full-time employee in 2018.

Line Item	Explanation
212-970-000-975-795 – Park Improvements	As we continue to replace, improve and upgrade our parks, we are recommending that \$145,960 be budgeted for improvements in 2019.

Line Item	Explanation
212-991-000-991-001 – Debt Service-Highways & Streets	This line item reflects the principal payment for our road bonds. \$600,000 has been budgeted for 2019. This was a \$6,000,000 bond at 1.75% and will be paid off in 2022.
212-991-000-991-002 – Debt Svc Interest-Highways&Streets	This line item reflects the cost for debt service interest on our road bond. It is recommended by our Accounting Director that \$54,500 be budgeted for 2019.

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 212 - BIKE, SIDEWALK, REC, ROADS, GF							
Dept 000.000							
212-000.000-403.000	CURRENT PROPERTY TAXES	1,131,836	1,138,541	1,187,758	1,187,758	1,179,793	1,283,545
212-000.000-403.001	ESA REIMBURSEMENT OP	0	21,972	0	0	1,581	0
212-000.000-403.002	CUR PROPERTY TAX ADJUSTMENTS	9,334	517	0	0	0	0
212-000.000-417.000	DELINQUENT PERS.PROPERTY TAXE	1,291	1,323	0	0	0	0
212-000.000-476.489	BICYCLE PATHS FEE	23,115	20,760	6,000	6,000	14,489	10,000
212-000.000-540.000	COUNTY GRANT	0	0	0	125,700	0	0
212-000.000-569.023	STATE GRANT - DNR	99,600	0	0	0	0	0
212-000.000-569.026	MI STATE GRANT-RECREATION/PARK	44,311	0	0	0	0	0
212-000.000-575.000	WCCVB - CTAP WAYFINDING GRANT	0	0	0	10,000	10,000	0
212-000.000-580.000	GRANTS - PRIVATE	10,000	0	0	0	0	0
212-000.000-664.001	INTEREST EARNED	905	5,112	0	0	8,228	5,000
212-000.000-675.000	CONTRIBUTIONS & DONATIONS	5,000	1,500	0	2,400	2,350	0
212-000.000-697.000	TRANSFER IN: GENERAL FUND	345,000	363,455	333,000	433,000	433,000	327,000
212-000.000-697.707	TRANSFER IN: BONDS & ESCROW	0	0	0	50,000	50,000	0
212-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	0	363,637	0	0
NET OF REVENUES/APPROPRIATIONS - 000.000 -		1,670,392	1,553,180	1,526,758	2,178,495	1,699,441	1,625,545

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 212.000 - BIKE,SIDEWALK,ROAD,REC & GF							
212-212.000-801.000	PROFESSIONAL SERVICES	9,664	1,002	20,000	44,540	15,540	20,000
212-212.000-818.006	HIGHWAYS & STREETS & SIDEWALKS	20,595	17,262	30,000	54,700	43,566	50,000
212-212.000-931.004	REPAIRS & MAINTENANCE - PARKS	8,918	19,128	20,000	24,500	24,659	20,000
212-212.000-931.775	REPAIRS - FORD LAKE PARKS	48,843	22,167	20,000	13,800	9,995	20,000
212-212.000-968.230	TRANSFER TO: RECREATION FUND	503,148	400,000	507,519	507,519	450,000	501,663
212-212.000-969.584	CONTRIBUTION TO GOLF COURSE	109,071	188,796	193,801	193,801	190,000	213,422
212-212.000-977.000	EQUIPMENT	0	0	0	2,400	0	0
NET OF REVENUES/APPROPRIATIONS - 212.000 - BIKE,SIDEWALK,ROAD,f		(700,239)	(648,355)	(791,320)	(841,260)	(733,760)	(825,085)
Dept 970.000 - CAPITAL OUTLAY							
212-970.000-818.007	HIGHWAYS,STREETS, PARK SIGNS - IMPROV	10,408	0	0	0	0	0
212-970.000-974.037	LAKESIDE PARK GRANT PROJECT	2,500	0	0	0	0	0
212-970.000-975.170	WCCVB - CTAP WAYFINDING GRANT	0	0	0	12,000	12,000	0
212-970.000-975.795	PARK IMPROVEMENTS	42,073	1,298	0	319,884	280,139	145,960
212-970.000-976.008	CAPITAL OUTLAY - COMMUNITY CT	0	108,077	0	0	0	0
212-970.000-977.000	EQUIPMENT	0	0	0	86,828	81,609	0
212-970.000-997.001	CAPITAL OUTLAY/RECREATION	243,900	0	0	0	0	0
212-970.000-997.002	CAPITAL OUTLAY/SIDEWALK	21,389	17,388	0	0	0	0
212-970.000-997.007	CAPITAL OUTLAY - PATHWAY	0	0	0	183,085	29,458	0
NET OF REVENUES/APPROPRIATIONS - 970.000 - CAPITAL OUTLAY		(320,270)	(126,763)	0	(601,797)	(403,206)	(145,960)
Dept 991.000 - DEBT SERVICES							
212-991.000-991.001	DEBT SERVICE HIGHWAYS & STREE	600,000	600,000	600,000	600,000	600,000	600,000
212-991.000-991.002	DEBT SRVC INTEREST-HGHWYS/STS	90,250	78,250	66,250	66,250	66,250	54,500
NET OF REVENUES/APPROPRIATIONS - 991.000 - DEBT SERVICES		(690,250)	(678,250)	(666,250)	(666,250)	(666,250)	(654,500)
ESTIMATED REVENUES - FUND 212		1,670,392	1,553,180	1,526,758	2,178,495	1,699,441	1,625,545
APPROPRIATIONS - FUND 212		1,710,759	1,453,368	1,457,570	2,109,307	1,803,216	1,625,545
NET OF REVENUES/APPROPRIATIONS - FUND 212		(40,367)	99,812	69,188	69,188	(103,775)	0

NARRATIVE

Fund 226 – Environmental Services

Revenues

Line Item	Explanation
226-000-000-403-000 – Current Property Taxes	This line item reflects revenues from property taxes, based on values and millage rates.
226-000-000-403-001 – ESA (Essential Services Assessment) Reimbursement Operating	This line item reflects the reimbursement for ESA (Essential Services Assessment) for personal property due to loss attributed to the small business tax payer exemption and eligible manufacturing personal property. The reimbursement is calculated by the State of Michigan and is received in February. Since the amount expected in 2019 could be zero, nothing has been budgeted in this line item.
226-000-000-642-000 – Sale of Recycle Bins	This line item reflects revenue from the sale of recycling bins. Based on 2018 YTD, it is recommended that it remain at \$2,500 for 2019.
226-000-000-642-001 – Sale of Trash Pickup Stickers	This line item reflects revenue received from the sale of trash stickers. Based on year to date figures, we recommend maintaining the 2018 level of \$7,000 for 2019.
226-000-000-664-001 – Interest Earned	Interest earned on bank accounts.
226-000-000-699-000 – Appropriated Prior Year Balance	This line item reflects the amount needed from Fund Balance for operating expenses in 2019 (\$110,000 is for the chipper truck purchase). We projected to use this since our Fund Balance is at 47.5%.

Expenditures

Line Item	Explanation
226-226-000-705-000 – Salary-Supervision	This line item is used for half of the salaries of the Residential Services Director and half of the Building Operations Superintendent. A 3% salary increase is budgeted, the same as the Teamsters.
226-226-000-706-000 – Salary-Permanent Wages	This line item reflects the salaries for 75% of two (2) Floater II/Clerk III positions, a full-time Equipment Operator (previously 50% of Equipment Operator) and 50% of a Mechanic. A 3% contractual increase is budgeted for 2019.
226-226-000-707-000 – Salary-Temporary/Seasonal	This line item is used for seasonal employees who work on the chipper trucks. We have gone from 2 to 4 on staff. Based on year to date amounts for 2018 and increased wages, it is recommended that it be increased to \$40,000 for 2019.
226-226-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source. We have one (1) at 75% and one (1) at 50%.
226-226-000-709-000 – Regular Overtime	This season has been heavy with overtime. Based on year to date expenditures for 2018 and increased wages, it is recommended that it be increased to \$3,000 for 2019.
226-226-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
226-226-000-719-000 – Health Insurance	Our rates for 2019 increased by 22.4%. We have one (1) family at 100%, two (2) family at 50% and one (1) single at 75%. Figures provided by Human Resources.

Line Item	Explanation
226-226-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$373.84/year for each non-fire department employee. This is almost \$100 less than last year. Figures provided by Human Resources.
226-226-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. Figures provided by Human Resources.
226-226-000-719-015 – Dental Benefits	Our dental insurance rates increased by 10% for 2019. Figures provided by Human Resources.
226-226-000-719-016 – Vision Benefits	Our new 2019 rates for vision increased 15% for 2019. There have been no increase in rates since 2016. Figures provided by Human Resources.
226-226-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
226-226-000-719-021 – Admin Fee – Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits.
226-226-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. The increase is \$18 more than 2018. Figures provided by Human Resources.
226-226-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
226-226-000-724-001 – Unemployment Expense	This line item covers the cost of unemployment. We are recommending that it remain at \$2,000 for 2019.

Line Item	Explanation
226-226-000-726-000 – Recycle Bins – New Homeowner	This line item is used to purchase recycling bins. We have not replenished our supply but expect to before the end of the year. It is recommended that it be increased to \$3,000 for 2019.
226-226-000-726-001 – Stickers for Trash Pick Up	This line item is used to purchase trash stickers @\$1.50 each. Based on year to date expenses, it is recommended that it be reduced to \$4,000 for 2019.
226-226-000-727-000 – Office Supplies	This line item is used to purchase office supplies for the department. Based on year to date expenditures, it is recommended that it be reduced to \$1,000 for 2019.
226-226-000-730-000 - Postage	This line item is used for a portion of the costs associated with the annual mailing of magnets and garbage & recycling information in the Helpful Handbook. Last year, we split the cost with the Sheriff's Dept., thus creating a savings. Additionally, this year we will mail them in December, so the expense has not hit yet for this year. Therefore, it is recommended that it remain at \$9,000 for 2019.
226-226-000-741-000 – Boot Reimb & Uniforms Purchase	This line item is used for boot allowance per contract. We will be purchasing and cleaning uniforms again in 2019. It is recommended that it be increased to \$1,000 for 2019.
226-226-000-757-000 – Operating Supplies	This covers the cost of safety equipment used for chipping. Based on year to date expenditures, as well as additional seasonal employees, it is recommended that it be increased to \$1,300 for 2019.
226-226-000-776-000 – Maintenance Supplies	This line item covers the cost of items to repair the chippers, and to cover unexpected expenses to keep the chipping operation running. It is recommended that it be maintained at \$500 for 2019.
226-226-000-800-001 – Administration Fees	Figures provided by the Accounting Director.

Line Item	Explanation
226-226-000-804-000 – Contractual/Rolloff Disposal	This line item covers the cost of the trash dumpsters at the Civic Center, Ford Lake Park and the Community Center. We are budgeting an increase to \$16,500 to cover the 2.5% contractual increase for 2019.
226-226-000-804-001 – Contractual/Rubbish Pick Up	This line item covers the “per resident” fee paid to Waste Management for curbside pickup. In 2019, it will be going up to \$6.89 from the current \$6.74. It has been increased to \$1,260,000 for 2019.
226-226-000-804-003 – Contractual/Yard Waste Pick Up	This line item covers the “per resident” fee paid to Waste Management for yard waste pick up. The fee for 2019 will be going up to \$2.08 from the current \$2.03. \$380,000 has been budgeted for 2019 to cover the contractual increase.
226-226-000-804-004 – Twp Disposal Fee	This line item is used to pay dumping fees to the Compost Site for the amount that would normally be charged to anyone for dumping yard waste, wood chips and brush. This represents the dumping from Township residents, Waste Management, the chipping crew and park maintenance. Waste Management is included as they would have to pay to dump elsewhere and bill us back. We propose this to remain at \$165,000 for 2019.
226-226-000-804-006 – Recycling Disposal	This line item covers the cost of hauling recycling containers from the Compost Site to Great Lakes. Based on the expenditures to date in 2018, it is recommended that it be reduced to \$15,000 for 2019. THIS MIGHT TRIPLE!

Line Item	Explanation
226-226-000-804-007 – Recycling Pick Up Curbside	This line item covers the “per resident” fee paid to Waste Management for recycling pick up. The rate for 2019 is going up to \$2.01 from the current \$1.97. It is recommended that this line be increased to \$370,000 for 2019.
226-226-000-804-008 – Curbside Recycling Disposal	This line item covers the per ton fee paid for (or received from) materials hauled from residents. It is recommended that it remain at the amended budget amount of \$130,000 for 2019.
226-226-000-818-017 – Tire Shredding/Contract Services	We are seeing an increase in illegally dumped tires. We pick them up and recycle them through a vendor. It is recommended that it remain at \$1,500 for 2019.
226-226-000-867-000 – Gas & Oil	WEX\Fuelcloud; this line item is used for the fuel used by our chipper trucks with credit card and Township fueling. Based on what has been spent to date in 2018 it is recommended that be reduced to \$4,000 in 2019.
226-226-000-867-200 – Gas & Oil - YCUA	This line item is used to pay for the fuel used by our Equipment at the YCUA facility. Based on what has been spent to date in 2018; as well as the chipper crew being based at the Compost Site, it is recommended that it be increased to \$5,500 in 2019.
226-226-000-867-300 – Fuel Surcharge-Curbside	This is for the contractual charge to us from Waste Management for rising fuel costs. It is recommended that it remain at \$30,000 for 2019.
226-226-000-876-000 – Retirement/MERS	Our rates for employees hired before 1/1/14 is \$15,000 per employee and after 1/1/14 is 5.16% of wages. This is higher than the Annual Required Compensation and we will apply the extra to lower liability. Figures provided by the Accounting Director.

Line Item	Explanation
226-226-000-876-003 – OPEB Funding-Retiree Health	Figures provided by the Accounting Director, per the Actuarial Report.
226-226-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
226-226-000-900-000 - Publishing	This line item covers the printing costs for magnets and the information packets sent to residents each year. Due to rising costs, it is recommended that it be increased to \$21,500 for 2019.
226-226-000-913-000 – Insurance & Bonds Fleet	Figures provided by the Accounting Director.
226-226-000-917-000 – Workers Compensation Insurance	Figures provided by the Accounting Director.
226-226-000-920-005 – Utilities-Light	This line item covers the cost of electric service at Ford Lake Park. Even though the year to date expenditures are low at this time, we expect more usage with the Hydro Office being located there. Therefore, it is recommended that it remain at \$2,000 for 2019.
226-226-000-920-009 – Utilities Maintenance Heating	This line item covers the cost of natural gas service at Ford Lake Park. Even though the year to date expenditures are low at this time, we expect more usage with the Hydro office being located there. Therefore, it is recommended that it be increased to \$3,000 for 2019.
226-226-000-933-000 – Equipment Maintenance	This line item covers the cost of repairing the chippers. It is recommended that it remain at \$6,000 for 2019.
226-226-000-939-000 – Auto Maintenance	This line item covers the cost of the annual inspection and fees for the trucks & chipping vehicles. It is recommended that it remain at the 2018 amended budget amount of \$7,000 for 2019.

Line Item	Explanation
226-226-000-939-031 – Motorpool – Misc Repair	This is a new line for the unscheduled maintenance of motorpool vehicles not included in the regular maintenance.
226-226-000-943-000 – Motorpool Lease/Maintenance	This line item covers the motorpool charges. Figures provided by the Accounting Director.
226-226-000-956-000 - Miscellaneous	This line item covers the cost of random drug screenings, medical cards, Class A driver’s licenses and other small items. It is recommended that it remain at \$500 for 2019.
226-226-000-956-010 – Tax Refund Expense	Nothing projected.
226-226-000-960-000 – Education and Training	We are recommending that \$10,000 be budgeted in this line item to educate residents on the “Recycle Right” program.
226-226-000-985-000 – Capital Outlay/Vehicles	Purchase of a second chipper truck and chipper has been suggested to streamline operations without stoppage for back up of the chipping/Compost operation.

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 226 - ENVIRONMENTAL SERVICES FUND							
Dept 000.000							
226-000.000-403.000	CURRENT PROPERTY TAXES	2,423,692	2,438,215	2,544,634	2,544,634	2,526,460	2,749,847
226-000.000-403.001	ESA REIMBURSEMENT OP	0	11,473	0	0	2,641	0
226-000.000-403.002	CUR PROPERTY TAX ADJUSTMENTS	14,937	1,103	0	0	0	0
226-000.000-417.000	DELINQUENT PERS.PROPERTY TAXE	2,761	2,806	0	0	0	0
226-000.000-642.000	SALE OF RECYCLING BINS	2,138	2,750	2,500	2,500	1,795	2,500
226-000.000-642.001	SALE OF TRASH PICKUP STICKERS	6,724	7,792	7,000	7,000	6,926	7,000
226-000.000-642.002	SALE OF WHITE GOOD STICKERS	231	20	0	0	0	0
226-000.000-664.001	INTEREST EARNED	4,093	10,348	2,000	2,000	16,861	15,000
226-000.000-673.002	SALES OF FIXED ASSETS-EQUIP.	8,500	0	0	0	683	0
226-000.000-694.001	OTHER INCOME-MISCELLANEOUS	7,450	6,836	0	0	8,000	0
226-000.000-694.004	MISC REVENUE - INSURANCE REIM	875	885	0	0	686	0
226-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	208,223	251,728	0	242,682
NET OF REVENUES/APPROPRIATIONS - 000.000 -		2,471,401	2,482,228	2,764,357	2,807,862	2,564,052	3,017,029

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 226.000 - ENVIRONMENTAL							
226-226.000-705.000	SALARY - SUPERVISION	70,261	69,837	71,628	61,797	37,900	73,984
226-226.000-706.000	SALARY - PERMANENT WAGES	118,515	115,893	119,974	123,438	100,059	149,501
226-226.000-707.000	SALARY - TEMPORARY/SEASONAL	24,256	26,085	32,000	39,500	39,289	40,000
226-226.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	1,915	11,455	2,948	3,861	1,298	0
226-226.000-708.009	AUTO ALLOWANCE	3,000	3,000	3,000	3,000	0	0
226-226.000-708.010	HEALTH INS BUYOUT	3,750	3,750	3,750	3,750	1,875	3,750
226-226.000-709.000	REG OVERTIME	889	677	2,000	3,500	3,433	3,000
226-226.000-715.000	F.I.C.A./MEDICARE	15,064	15,736	16,041	16,466	10,504	17,964
226-226.000-719.000	HEALTH INSURANCE	28,853	32,058	36,059	36,059	25,536	56,262
226-226.000-719.001	SICK AND ACCIDENT	1,494	1,616	1,449	1,449	1,376	1,201
226-226.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(4,050)	(3,881)	(4,050)	(4,050)	(1,819)	(4,050)
226-226.000-719.015	DENTAL BENEFITS	2,871	3,216	3,018	3,018	2,293	4,054
226-226.000-719.016	VISION BENEFITS	571	658	663	663	510	910
226-226.000-719.020	HEALTH CARE DEDUCTION	10,252	11,450	10,841	10,841	2,133	13,922
226-226.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	206	197	225	225	113	225
226-226.000-720.000	LIFE INSURANCE	693	670	693	693	627	907
226-226.000-723.000	DEFERRED COMPENSATION EMPLOYE	320	339	369	519	513	520
226-226.000-724.001	UNEMPLOYMENT EXPENSE	0	0	2,000	2,000	0	2,000
226-226.000-726.000	RECYCLE BINS NEW HOMEOWNERS	2,770	3,219	2,500	2,500	0	3,000
226-226.000-726.001	STICKERS FOR TRASH PICK-UP	6,000	6,750	5,000	7,250	5,243	4,000
226-226.000-727.000	OFFICE SUPPLIES	1,180	893	1,300	1,500	1,291	1,000
226-226.000-730.000	POSTAGE	8,071	4,815	9,000	8,850	3,321	9,000
226-226.000-741.000	BOOT REIMB & UNIFORMS PURCHASE	225	225	500	500	125	1,000
226-226.000-757.000	OPERATING SUPPLIES	191	318	1,000	1,000	978	1,300
226-226.000-776.000	MAINTENANCE SUPPLIES	368	73	500	500	0	500
226-226.000-800.001	ADMINISTRATION FEES	13,810	13,810	22,836	22,836	20,933	21,659
226-226.000-804.000	CONTRACTUAL/ROLLOFF DISPOSAL	15,782	16,083	15,000	15,000	14,581	16,500
226-226.000-804.001	CONTRACTUAL/RUBBISH PICKUP	1,176,584	1,217,201	1,246,484	1,246,484	946,139	1,260,000
226-226.000-804.003	CONTRACTUAL/YARDWASTE PICKUP	341,041	354,769	367,181	367,181	305,501	380,000
226-226.000-804.004	TWP DISPOSAL FEE	153,789	163,512	165,000	165,000	155,820	165,000
226-226.000-804.006	RECYCLING DISPOSAL	14,021	11,540	17,000	17,000	9,697	15,000
226-226.000-804.007	RECYCLING PICK-UP CURBSIDE	336,877	352,379	365,203	365,203	273,948	370,000
226-226.000-804.008	CURBSIDE RECYCLING DISPOSAL	28,556	8,148	95,000	130,000	124,441	130,000
226-226.000-818.017	SHREDDING - TIRES & PAPER	1,485	1,406	1,500	1,500	1,440	1,500
226-226.000-867.000	GAS & OIL	6,588	7,866	10,000	6,000	2,848	4,000
226-226.000-867.200	GAS & OIL - YCUA	166	0	500	5,500	4,948	5,500
226-226.000-867.300	FUEL SURCHARGE-CURBSIDE	(6,340)	7,789	30,000	30,000	18,861	30,000

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
226-226.000-876.000	RETIREMENT/MERS	22,872	30,186	30,465	30,588	16,273	20,905
226-226.000-876.003	OPEB FUNDING- RETIREE HEALTH	13,748	15,843	15,820	15,820	15,820	20,647
226-226.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	875	512	4,225
226-226.000-900.000	PUBLISHING	37,334	20,545	20,000	20,000	3,527	21,500
226-226.000-913.000	INSURANCE & BONDS FLEET	6,458	6,771	7,138	7,138	6,007	6,855
226-226.000-917.000	WORKERS COMPENSATION INSURANC	6,016	5,405	6,022	6,022	5,305	6,004
226-226.000-920.005	UTILITIES LIGHT	1,370	1,529	2,000	2,000	1,060	2,000
226-226.000-920.009	UTILITIES MAINTENANCE HEATING	1,097	1,389	2,000	2,000	494	3,000
226-226.000-933.000	EQUIPMENT MAINTENANCE	7,131	2,933	6,000	6,000	2,839	6,000
226-226.000-939.000	AUTO MAINTENANCE	3,924	6,922	8,000	6,550	653	7,000
226-226.000-939.031	MOTORPOOL-MISC REPAIR	0	0	0	0	0	5,000
226-226.000-943.000	MOTORPOOL LEASE/MAINTENANCE	4,019	4,100	4,000	5,536	5,075	10,284
226-226.000-956.000	MISCELLANEOUS	0	381	500	500	347	500
226-226.000-956.010	TAX REFUND EXPENSE	0	0	4,000	4,000	0	0
226-226.000-958.000	MEMBERSHIP AND DUES	75	0	0	0	0	0
226-226.000-960.000	EDUCATION AND TRAINING	30	50	300	300	0	10,000
226-226.000-985.000	CAPITAL OUTLAY/VEHICLES	104,805	0	0	0	0	110,000
NET OF REVENUES/APPROPRIATIONS - 226.000 - ENVIRONMENTAL		(2,588,903)	(2,559,606)	(2,764,357)	(2,807,862)	(2,173,667)	(3,017,029)
ESTIMATED REVENUES - FUND 226		2,471,401	2,482,228	2,764,357	2,807,862	2,564,052	3,017,029
APPROPRIATIONS - FUND 226		2,588,903	2,559,606	2,764,357	2,807,862	2,173,667	3,017,029
NET OF REVENUES/APPROPRIATIONS - FUND 226		(117,502)	(77,378)	0	0	390,385	0

NARRATIVE

Fund 230 – Recreation 2019

Revenues

Line Item	Explanation
230-000-000-529-000 – Federal Grants-Other	This line item reflects the revenues received for the Senior Nutrition Grant Program. This is a Federal Program through the County. On avg. we serve 500 meals monthly.
230-000-000-540-000 – County Grant	We received and completed the grant for healthy communities in the amount of \$4,318.86.
230-000-000-630-000 – Recreation/Adult Sports	Revenues generated from adult sports programs (racquetball, softball, soccer, tennis).
230-000-000-631-000 – Recreation/Youth Sports	Revenues generated from youth sports programs (t-ball, coach pitch, baseball, softball, basketball, soccer, track & field, tennis, gymnastics, flag football, sports camps, Start Smart pre-school age sports programs, and karate).
230-000-000-632-000 – Recreation/Dance	Revenues generated from youth & adult dance and fitness classes.
230-000-000-634-000 – Recreation/Day Camp	Not budgeting for this in 2019. Other agencies nearby are offering subsidized or free camps.
230-000-000-635-000 – Recreation/Senior Citizen Dues	Revenues generated from annual “50 & Beyond” member dues (individual & family memberships offered).

Line Item	Explanation
230-000-000-636-000 – Recreation/Other Activities	Revenues generated from youth & adult enrichment programs & special events (holiday events, arts & crafts, drama, Jump-A-Rama, Karate, etc.)
230-000-000-637-000 – Recreation/Sr. Citizen Activity Fees	Revenues generated from “50 & Beyond” programs, travel, Pickleball and special events (daddy daughter, Christmas Lunch, etc.).
230-000-000-638-000 - Miscellaneous	Non-Program revenues such as vending machine commissions.
230-000-000-639-000 – Building/Field Rental	Revenues generated from room & gym rentals as well as from outdoor field & court rentals.
230-000-000-641-001 – Ford Lake Gate Fees	Revenues generated from park gate fees (annual & daily fees collected from the sale of park & boat permits). Due to a rainy April and October 2018, the 2018 year to date amount is lower than what was projected.
230-000-000-641-002 – Ford Lake Shelter Rent	Revenues generated from park shelter rentals. We anticipate that the improvements made to parks will help with rentals in 2019.
230-000-000-664-001 – Interest Earned	Interest earned from the Recreation Fund.
230-000-000-675-000 – Contributions & Donations	Revenues received from individuals, businesses and organizations who donate to the department. Donations are usually earmarked for a specific item or program.
230-000-000-675-006 – Senior Grant Private Grantor	This is a line item created for a one-time grant received for the 50 & Beyond Program. It has not been determined that we will receive this again in 2019.

Line Item	Explanation
230-000-000-675-008 – Donations – Art in the Park	This line item was created for future donations to our collaborative community art projects.
230-000-000-694-004 – Misc. Revenue-Insurance Reimb	This line item is used for Insurance claims paid to fix and repair. Usually a budget amendment is requested for this revenue and the corresponding expenditure at the time of reimbursement.
230-000-000-697-212 – Transfer In: BSR II Fund	Funds requested for the Recreation Fund from BSR II to support the expenditure side of the budget.

Expenditures

Line Item	Explanation
230-751-000-705-000 – Salary-Supervision	This line item is used for the Recreation Services Manager’s salary. Per Resolution No. 2018-17, this salary was set at \$63,668. It is recommended that it be increased by 3%, the same as the Teamsters contract.
230-751-000-706-000 – Salary-Permanent Wages	<p>This line item reflects the wages for a Senior Citizen Coordinator, a Recreation Supervisor, a Floater II/Clerk III and three (3) Building Attendant positions. A 3% contractual increase is budgeted.</p> <p>The 2018 Amended Budget shows a larger amount due to the signing bonuses and 3% increase after the labor contracts were approved.</p>
230-751-000-707-000 – Salary-Temporary/Seasonal (Sports staff for soccer, flag football, etc.)	These part-time positions teach, coordinate and supervise most of our programs. Usually 17 employees ranging \$10 to \$18 per hour or a flat amount for program. Spent less in this area in 2018 than anticipated by utilizing volunteers as much as possible. Decreased this line item for 2019.
230-751-000-707-100 – Salary-Temporary Program Staff – (Senior Aide, bus drivers, art, etc.)	These part-time positions teach, coordinate and supervise most of our programs. Usually 6 to 8 employees ranging \$10 to \$20 per hour. Decreased this line item for 2019
230-751-000-707-200 – Salary-Temporary Dance Staff	These part-time positions teach, coordinate our dance program. Usually 5-6 employees ranging \$16-\$20 per hour.

Line Item	Explanation
230-751-000-707-775 – Salary-Temporary Ford Lake Park	Includes Park Rangers & Park Attendants. Usually 14 to 17 employees ranging \$9.50 to \$13 per hour. Increased this line item for 2019 due to the increase in minimum wage.
230-751-000-708-004 – Salaries Pay Out-PTO & Sick Time	This line item is used for the payout of PTO time for employees that have over 360 hours accumulated. The amounts are paid at 75%.
230-751-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
230-751-000-709-000 – Regular Overtime	This line item reflects overtime costs for the department. Based on what has been spent to date, it is recommended that \$200 be budgeted for 2019.
230-751-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
230-751-000-719-000 – Health Insurance	Our rates for 2019 increased by 22.4%. We have two (2) family and one (1) 2 person coverage. Figures provided by Human Resources.
230-751-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$373.84/year for each non-fire department employee. This is almost \$100 less than last year. Figures provided by Human Resources.

Line Item	Explanation
230-751-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A slight decrease has been budgeted. This is due to the recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn't pay the same amount as those receiving family coverage.
230-751-000-719-015 – Dental Benefits	Our dental insurance rates for 2019 increased by 10%. Even though the increase is budgeted, the amount shown is lower due to one less employee in the department choosing family dental coverage. Figures provided by Human Resources.
230-751-000-719-016 – Vision Benefits	Our new 2019 rates for vision increased 15% for 2019. There have been no increase in rates since 2016. Figures provided by Human Resources.
230-751-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. The amount shown is less due to one less employee in the department choosing family health care coverage.
230-751-000-719-021 – Admin Fees – Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. The amount shown is less due to one less employee in the department choosing family health care coverage.
230-751-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. The increase is \$18 more than 2018. Figures provided by Human Resources.

Line Item	Explanation
230-751-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
230-751-000-727-000 – Office Supplies	This line item covers the cost of general office supplies and paper for printing the monthly senior newsletter, fliers, rules, programs, etc.
230-751-000-730-000 - Postage	This line item covers recreation department mailings. Based on what has been spent to date in 2018, it has been reduced to \$4,000 in 2019.
230-751-000-740-000 – Operating Supplies	This line item covers all of the supplies and equipment needed to operate the many programs and services we offer. Increased this line item for 2019 to purchase new 8 ft tables for Community Center.
230-751-000-740-100 – Rec Youth Sports Program Supplies	This line item covers supplies needed to operate our Youth Sports (including renting gym space). This also covers instructor pay for contractual classes (e.g. Karate).
230-751-000-740-150 – Rec Adult Sports Supplies	This line item covers supplies needed to operate our Adult Sports.
230-751-000-740-200 – Rec Dance Programs	This line item covers supplies needed to operate our Dance program (dance costumes, etc.). Also pays contractual Ballroom Dance Instructor.
230-751-000-740-400 – Rec Enrichment Programs	This line item covers supplies needed to operate our Enrichment Programs (special events, classes, etc.). This line item also covers instructor pay for contractual classes (e.g. Yoga, Jump-a-Rama, Art classes).

Line Item	Explanation
230-751-000-740-500 – Rec Senior Programs	This line item covers supplies needed to operate our Senior Programs. Caterer for Christmas Luncheon also comes from this line item.
230-751-000-757-775 – Operating Supplies – FLP	These are supplies needed to operate the parks (printing of daily & seasonal permits, shirts and ranger uniforms, office supplies, etc.).
230-751-000-776-003 – Maint. Supplies-Community Ctr.	This line item mainly covers custodial supplies for the community center.
230-751-000-800-001 – Administration Fees	Figures provided by the Accounting Director.
230-751-000-818-000 – Contractual Services	This line item reflects sports officials who are not on our payroll; This includes referees and umpires.
230-751-000-818-002 – Contractual Services-Comm Ctr.	This line item is directly related to the maintenance of the community center.
230-751-000-850-000 - Telephone	Telephone usage at the community center.
230-751-000-867-000 – Gas & Oil	This line item pays for fueling the township bus, two ranger trucks, township van and Rec. Dept. vehicle.
230-751-000-876-000 – Retirement/MERS	Our rates for employees hired before 1/1/14 is \$15,000 per employee and after 1/1/14 is 5.16% of wages. This is higher than the Annual Required Compensation and we will apply the extra to lower liability. Figures provided by the Accounting Director.
230-751-000-876-003 – OPEB Funding-Retiree Health	Figures provided by the Accounting Director, per the actuarial.

Line Item	Explanation
230-751-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
230-751-000-880-000 – Community Promotion	Covers promotion through Constant Contact which is a web based newsletter program. Also includes mailing of postcards, advertising programs and our Rosie event. Based on what has been spent to date in 2018, this line item has been reduced to \$7,500 for 2019.
230-751-000-890-000 – Senior Nutrition Program	This line item is used for the Senior Nutrition Program and is reimbursed by a grant.
230-751-000-913-000 – Insurance and Bonds	Figures provided by the Accounting Director.
230-751-000-917-000 – Workers Compensation	Figures provided by the Accounting Director.
230-751-000-920-003 – Utilities-Community Center	This line item covers all of the utilities at the community center.
230-751-000-931-003 – Repairs-Community Center	This line item covers maintenance supplies & repairs to the community center including its fixtures.
230-751-000-931-021 – Non Recurring R&M-Comm Ctr.	This item covers unexpected “one time” repairs throughout the year at the community center.
230-751-000-933-001 – Maintenance Contracts	This item covers our maintenance agreement for our copier through Ricoh.
230-751-000-939.031 – Motorpool – Misc Repair	This is a new line for the unscheduled maintenance of motorpool vehicles not included in the regular maintenance.

Line Item	Explanation
230-751-000-941-000 – Equipment Rental/Leasing	This line item covers the cost of renting port-a-johns for various parks.
230-751-000-943-000 – Motorpool Lease/Maintenance	This line item is for lease and regular scheduled maintenance cost of recreation department vehicles including the township bus, van and two ranger trucks. Figures provided by Accounting Director.
230-751-000-957-000 – Bank Charges	This line item covers processing fees for accepting credit cards. The cost is built into our program fees.
230-751-000-958-000 – Membership & Dues	Membership dues paid for staff, Park Commissioners, & the department for the Michigan Recreation & Park Association.

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 230 - RECREATION FUND							
Dept 000.000							
230-000.000-529.000	FEDERAL GRANTS - OTHER	15,250	16,000	15,000	15,000	16,000	16,000
230-000.000-540.000	COUNTY GRANT	0	0	5,000	5,000	4,319	0
230-000.000-630.000	RECREATION/ADULT SPORTS	19,115	17,765	19,000	19,000	15,855	18,000
230-000.000-631.000	RECREATION/YOUTH SPORTS	76,532	67,656	70,000	70,000	65,880	70,000
230-000.000-632.000	RECREATION/DANCE	56,874	48,209	58,000	58,000	42,532	57,000
230-000.000-634.000	RECREATION/DAY CAMP	10,437	0	0	0	0	0
230-000.000-635.000	RECREATION/SENIOR CITIZEN DUE	12,178	12,207	11,000	11,000	10,166	11,500
230-000.000-636.000	RECREATION/OTHER ACTIVIES	34,805	38,198	30,000	30,000	31,928	30,000
230-000.000-637.000	RECREATION/SR. CITZ. ACT. FEE	6,509	8,407	11,000	11,000	13,977	11,000
230-000.000-638.000	MISCELLANEOUS	1,211	787	700	700	835	700
230-000.000-639.000	BUILDING / FIELD RENTAL	49,978	56,081	37,000	37,000	37,763	38,000
230-000.000-640.000	OTHER INCOME RECREATION	0	1,470	0	0	0	0
230-000.000-641.001	FORD LAKE GATE FEES	47,266	52,484	50,000	50,000	44,530	50,000
230-000.000-641.002	FORD LAKE SHELTER RENT	6,610	5,780	7,000	7,000	6,534	7,000
230-000.000-664.001	INTEREST EARNED	98	265	50	50	757	400
230-000.000-675.000	CONTRIBUTIONS & DONATIONS	300	0	200	200	0	0
230-000.000-675.006	SENIOR GRANT- PRIVATE GRANTOR	11,934	0	0	24,820	24,820	0
230-000.000-675.008	DONATIONS - ART IN THE PARK	2,500	0	0	0	0	0
230-000.000-694.004	MISC REVENUE - INSURANCE REIMB	950	961	0	0	745	0
230-000.000-697.212	TRANSFER IN: FROM BSRII FUND	503,148	400,000	507,519	507,519	450,000	501,663
230-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	0	11,734	0	0
NET OF REVENUES/APPROPRIATIONS - 000.000 -		855,695	726,270	821,469	858,023	766,641	811,263

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 751.000 - RESIDENT SVCS: RECREATION							
230-751.000-705.000	SALARY - SUPERVISION	61,135	61,449	61,814	63,669	55,246	65,578
230-751.000-706.000	SALARY - PERMANENT WAGES	212,457	167,855	184,508	192,413	155,856	190,957
230-751.000-707.000	SALARY - TEMPORARY/SEASONAL	12,408	8,476	13,000	8,000	3,740	9,000
230-751.000-707.100	SALARY - TEMP PROGRAM STAFF	41,382	21,527	30,000	24,000	17,885	21,500
230-751.000-707.200	SALARY - TEMP DANCE STAFF	10,580	11,900	16,000	13,000	11,394	16,000
230-751.000-707.775	SALARY - TEMP. FORD LAKE PARK	46,691	41,751	46,000	46,000	39,527	48,000
230-751.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	5,948	6,018	6,149	6,233	0	3,935
230-751.000-708.010	HEALTH INS BUYOUT	0	1,715	0	0	1,500	3,000
230-751.000-709.000	REG OVERTIME	285	1,617	0	1,000	596	200
230-751.000-715.000	F.I.C.A./MEDICARE	21,829	18,497	20,841	21,594	16,914	20,982
230-751.000-719.000	HEALTH INSURANCE	80,761	59,519	81,884	81,884	77,631	70,015
230-751.000-719.001	SICK AND ACCIDENT	2,135	2,155	1,915	1,915	2,294	1,528
230-751.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(9,685)	(9,776)	(7,200)	(7,200)	(4,887)	(4,800)
230-751.000-719.015	DENTAL BENEFITS	4,715	5,150	5,329	5,329	5,583	5,212
230-751.000-719.016	VISION BENEFITS	1,045	1,162	941	941	1,143	1,082
230-751.000-719.020	HEALTH CARE DEDUCTION	12,260	10,349	23,100	23,100	10,170	17,745
230-751.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	458	270	360	360	276	270
230-751.000-720.000	LIFE INSURANCE	990	891	792	792	1,041	907
230-751.000-723.000	DEFERRED COMPENSATION EMPLOYE	1,561	1,189	1,703	1,703	1,032	741
230-751.000-727.000	OFFICE SUPPLIES	1,574	1,466	1,800	1,300	1,275	1,700
230-751.000-730.000	POSTAGE	11,140	558	11,000	835	369	4,000
230-751.000-740.000	OPERATING SUPPLIES	338	813	500	500	496	800
230-751.000-740.100	REC YOUTH SPORTS PROG	18,240	17,717	19,000	17,900	15,969	19,000
230-751.000-740.150	REC ADULT SPORTS PROG	2,262	1,872	1,500	1,500	869	1,500
230-751.000-740.200	REC DANCE PROGRAMS	14,607	10,866	12,000	15,000	10,782	12,000
230-751.000-740.300	REC CAMP PROGRAMS	2,014	119	0	0	0	0
230-751.000-740.400	REC ENRICHMENT PROGRAMS	7,294	25,638	15,000	28,700	28,468	22,000
230-751.000-740.500	REC SENIOR PROGRAMS	2,155	2,211	800	2,100	1,100	2,450
230-751.000-740.600	ARTS & CRAFT PARK PROGRAM	0	685	0	1,000	820	0
230-751.000-757.775	OPERATING SUPP: FORD LAKE PAR	2,229	2,500	2,500	2,500	2,266	2,500
230-751.000-776.000	MAINTENANCE SUPPLIES	15	0	0	0	0	0
230-751.000-776.003	MAINT SUPPLIES - COMMUNITY CT	5,872	4,893	4,500	6,500	5,405	4,700
230-751.000-800.001	ADMINISTRATION FEES	25,051	25,051	19,083	19,083	17,493	19,585
230-751.000-818.000	CONTRACTUAL SERVICES	15,049	11,097	14,500	10,200	9,409	12,000
230-751.000-818.002	CONTRACTUAL SERVICES COMM CEN	2,795	13,719	17,000	25,000	23,711	17,000
230-751.000-850.000	TELEPHONE	2,187	1,014	2,000	1,500	877	2,000
230-751.000-867.000	GAS & OIL	2,705	2,335	3,000	3,000	2,853	3,000

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
230-751.000-876.000	RETIREMENT/MERS	34,843	35,835	27,523	27,660	25,106	35,738
230-751.000-876.003	OPEB FUNDING- RETIREE HEALTH	46,041	40,972	39,894	39,894	39,894	29,928
230-751.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	1,000	790	2,600
230-751.000-880.000	COMMUNITY PROMOTION	19,330	1,050	15,000	565	546	7,500
230-751.000-890.000	SENIOR NUTRITION PROGRAM	7,999	8,014	15,000	15,000	7,237	16,000
230-751.000-913.000	INSURANCE & BONDS FLEET	7,012	7,350	7,749	7,749	6,524	7,443
230-751.000-917.000	WORKERS COMPENSATION INSURANC	9,028	8,678	8,684	8,684	7,690	8,746
230-751.000-920.003	UTILITIES - COMMUNITY CENTER	48,735	58,814	58,000	53,800	44,287	59,000
230-751.000-931.003	REPAIRS COMMUNITY CENTER	162	1,543	1,700	1,700	1,550	1,700
230-751.000-931.021	NON RECURRING R & M-COMM CTR	21,358	75	4,000	8,100	2,919	4,000
230-751.000-933.001	MAINTENANCE CONTRACTS	5,403	7,734	4,600	5,700	5,656	5,000
230-751.000-939.031	MOTORPOOL-MISC REPAIR	0	0	0	14,000	10,332	7,500
230-751.000-941.000	EQUIPMENT RENTAL/LEASING	3,575	3,100	3,500	3,500	3,250	3,800
230-751.000-943.000	MOTORPOOL LEASE/MAINTENANCE	15,585	15,211	14,200	14,200	15,517	20,921
230-751.000-957.000	BANK CHARGES	4,008	4,612	5,000	5,000	3,830	5,000
230-751.000-958.000	MEMBERSHIP AND DUES	175	290	300	300	235	300
230-751.000-967.100	COUNTY COMMUNITIES GRANT	0	0	5,000	5,000	4,140	0
230-751.000-974.022	SENIOR REC CENTER - EQUIPMENT	4,901	4,924	0	24,820	13,576	0
NET OF REVENUES/APPROPRIATIONS - 751.000 - RESIDENT SVCS: RECRE.		(850,637)	(732,470)	(821,469)	(858,023)	(712,182)	(811,263)
ESTIMATED REVENUES - FUND 230		855,695	726,270	821,469	858,023	766,641	811,263
APPROPRIATIONS - FUND 230		850,637	732,470	821,469	858,023	712,182	811,263
NET OF REVENUES/APPROPRIATIONS - FUND 230		5,058	(6,200)	0	0	54,459	0

NARRATIVE

Fund 236 – 14B District Court

Revenues

Line Item	Explanation
236-000-000-569-019 – State Grant Revenue	Funds received through a grant from the Supreme Court Administrative Office for a Human Trafficking Docket and Drug Court Docket. The previous grant expired on September 30, 2018. This line item is offset by a corresponding expenditure item. The grant was awarded in September and \$156,000 has been budgeted for 2019.
236-000-000-601-136 – 14B State Shared Revenue	Represents payment from State of Michigan toward that portion of the Judge's salary that is paid directly by the Township. This results in the Township paying no "out of pocket" expense for salary of Judge.

Line Item	Explanation
236-000-000-601-137 – 14B State of MI Juror Comp Reimb	The State of Michigan reimburses the Township for a portion of the Jury Fees paid to jurors. A report is made every six months by the Court and the amount reimbursed by the State is done according to a formula and dependent upon the amount of fees collected by the State. The payments are received twice during the fiscal year. The Court reduced this amount due to a change in how juries are selected. Beginning in 2016 the Court began holding a hearing the day before jurors were required to attend. Often cases are resolved on the day prior to jurors' obligation to attend. If that occurs, jurors do not come to the Court and we are not obligated to pay them.
236-000-000-602-136 – 14B Court Costs	This line item includes the amounts collected as "Court costs" in criminal and traffic cases. It is dependent upon the number of criminal and traffic cases filed by the police agencies and the Court's effectiveness in collecting fines assessed. In the past year there has been a decrease in cases filed and therefore a decrease in costs collected. The Court has made a number of changes to improve collections over the past few years and still anticipates filling the financial coordinator position approved by the Board. The Court anticipates that while production from law enforcement may continue to decrease or flatten, the trend of improved collections will continue.

Line Item	Explanation
236-000-000-602-544 – 14B State of MI Caseflow Assistnc	<p>The amount reflects money received from the State of Michigan based upon the number of drunk driving and drug cases filed with the Court. The Court files a report with the State in March of each year for the previous calendar year. Payments are usually received in June and are dependent upon the number of such cases filed and the amount of fees collected by the Secretary of State for "License Reinstatement Fees". The number of cases that qualify for caseflow assistance has been steadily increasing and it is anticipated that the number of qualifying cases will remain flat for 2019.</p>
236-000-000-603-136 – 14B Civil Fees	<p>This reflects the amounts collected as Civil fees - including filing fees, writ and motion fees. Most of the amount collected for a filing fee (approximately 65%) is taken by the State of Michigan and the balance remains as local money. There have been a number of legislative changes affecting this line item. Changes in State law regarding the frequency with which garnishments are filed is the most significant. Prior to these changes, garnishments for wages had to be renewed periodically. Now a wage garnishment is effective for the life of the judgment. The legislation did not provide for an increase in filing fees to account for the reduction in filings. In addition to a reduction in the amount the Court is able to collect, there has been a trend for reduced filing of new civil cases.</p>

Line Item	Explanation
236-000-000-604-000 – 14B Probation Fees	This item includes payments received as an oversight fee paid by those on probation with the Court. Currently the monthly fee is \$30. There has been a trend over the past few years has been that the percentage of cases that are sent to probation has decreased. As with court costs, the Court is projecting an increase in probation fees collected due to the addition of the financial coordinator position. But as the numbers of cases and tickets filed has decreased, the additional amount collected will be as a result of better collection.
236-000-000-605-001 – 14B Ordinance Fines & Costs	This amount is the money collected and designated as a Penal Fine for violation of an Ypsilanti Township Ordinance. This amount is dependent upon the number of cases filed by the Sheriff's Dept. and the Court's effectiveness in collecting fines assessed. This line item is particularly effected by the number of citations issued as a result of traffic stops. In the past year there has been a decrease in cases filed and therefore a decrease in costs collected. In addition, the Court has made a number of changes to improve collections over the past few years. The Court anticipates that this trend will continue.

Line Item	Explanation
236-000-000-605-003 – 14B Bond Forfeitures	This sum is the money collected by the Court for forfeiture of a bond posted by a criminal defendant. A bond is forfeited when a defendant fails to appear for a scheduled court hearing. This line item has seen a decrease in the last year. Over the past few years this has been a varied amount. If more defendants are utilizing bail bond's services, there is a decrease in the cash bonds deposited with the court and this could contribute to a reduction. The Court anticipates that this number will remain flat for 2019.
236-000-000-605-004 – Interest Earned	This line item reflects interest. It is recommended that \$3,000 be budgeted for 2019. Figures provided by the Accounting Director.

Line Item	Explanation
236-000-000-688.200 – Reimburse Projects 14B Court	<p>In July of 2013 the Michigan Indigent Defense Commission (MIDC) was created by legislative Act 19 of 2013. This law requires that the MIDC establish minimum standards for the local delivery of indigent criminal defense services providing effective assistance of counsel to adults throughout this state. These minimum standards shall be designed to ensure the provision of indigent criminal defense services that meet constitutional requirements for effective assistance of counsel. These standards require a greater level of service than is provided under our current contract model. Changes include a requirement for appearance of appointed counsel at arraignment, continuing legal education, and mandatory initial client interview among other requirements. Attached is the legislation and set one of the approved minimum standards for indigent criminal defense services. The legislation as passed in 2013 requires the state to provide funding to pay for the increases in costs for delivery of indigent defense services. The amounts requested in this line item may need to be adjusted once the compliance plan is in place. This line item reflects the amounts that will be requested for reimbursement from the State for the additional costs of mandated services. In October of 2018 funding for this requirement will be available from the State.</p>
236-000-000-699-000 – Appropriated Prior Year Balance	<p>This line item reflects the amount needed from Fund Balance for operations. Nothing has been budgeted for 2019.</p>

Expenditures

Line Item	Explanation
236-136-000-703-001 – Salary-Judge	Represents "pass through" payment for Ypsilanti Township's share of Judge's salary - this amount is reimbursed to the Township by the State as reflected in Revenue line item 601.136.
236-136-000-706-000 – Salary-Permanent Wages	This line item includes salary for the Deputy Clerk positions (6 full-time); One Probation Agent; One Probation Secretary; and 2 Judicial Secretaries. In addition, in 2018 the Board approved the addition of a collections/financial coordinator position. This position has not been filled yet.
236-136-000-706-001 – Salary-Bailiff	This line item includes the salary paid to the Bailiffs. These positions are paid an hourly wage, on an "as needed" basis. These positions are paid no benefits.
236-136-000-706-002 – Salary-Deputy Court Administrator	Salary for Magistrate/Court Administrator. Resolution No. 2018-17 set the 2018 salary for this position at \$78,242. It is recommended that a 3% increase be budgeted for 2019, the same as the Teamsters contract.
236-136-000-707-000 – Salary-Temporary/Seasonal	This line item represents the wages paid to a temporary employee who is hired during a medical (or personal) leave taken by a full-time employee.
236-136-000-708-004 – Salaries Pay Out-PTO & Sick Time	This line item is used for the payout of PTO time for employees that have over 360 hours accumulated. The amounts are paid at 75%.

Line Item	Explanation
236-136-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
236-136-000-709-000 – Regular Overtime	This line item reflects overtime for monthly weekend arraignments.
236-136-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
236-136-000-719-000 – Health Insurance	Our rates for 2019 increased by 22.4%. We have five (5) family, four (4) 2 person, two (2) single, and one (1) single at 50% coverages. Figures provided by Human Resources.
236-136-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$373.84/year for each non-fire department employee. This is almost \$100 less than last year. Figures provided by Human Resources.
236-136-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A slight decrease has been budgeted. This is due to the recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn't pay the same amount as those receiving family coverage.
236-136-000-719-015 – Dental Benefits	Our dental insurance rates increased by 10% for 2019. Figures provided by Human Resources. Even though the increase is budgeted, the amount shown is less due to an employee who previously received family coverage now receiving 2 person coverage.

Line Item	Explanation
236-136-000-719-016 – Vision Benefits	Our new 2019 rates for vision increased 15% for 2019. There have been no increase in rates since 2016. Figures provided by Human Resources.
236-136-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
236-136-000-719-021 – Admin Fees – Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits.
236-136-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. The increase is \$18 more than 2018. Figures provided by Human Resources.
236-136-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
236-136-000-724-001 – Unemployment Expense	Figures provided by the Accounting Director.
236-136-000-727-000 – Office Supplies	The Court anticipates office supply purchasing for 2019 to remain similar to 2018.
236-136-000-730-000 - Postage	The Court anticipates postage for 2018 to remain similar to 2017.

Line Item	Explanation
236-136-000-739-000 – Library Subscription	This line item includes costs of subscriptions services for Michigan Compiled Laws; Michigan Supreme and Appeal Court cases; Civil and Criminal Jury Instructions. Subscription costs have increased.
236-136-000-740-000 – Operating Supplies	The Court anticipates operating supplies for 2019 to remain similar to 2018. This line item is used to purchase custodial supplies.
236-136-000-800-001 – Administration Fees	Figures provided by the Accounting Director.

Line Item	Explanation
236-136-000-801-007 – Attorney Fees Criminal	<p>This line item includes the costs of the attorney appointed by the Court to represent indigent defendants. In July of 2013 the Michigan Indigent Defense Commission (MIDC) was created by legislative Act 19 of 2013. This law requires that the MIDC establish minimum standards for the local delivery of indigent criminal defense services providing effective assistance of counsel to adults throughout this state. These minimum standards shall be designed to ensure the provision of indigent criminal defense services that meet constitutional requirements for effective assistance of counsel. These standards require a greater level of service than is provided under our current contract model. Changes include a requirement for appearance of appointed counsel at arraignment, continuing legal education, and mandatory initial client interview among other requirements. Attached is the legislation and set one of the approved minimum standards for indigent criminal defense services. The legislation as passed in 2013 requires the state to provide funding to pay for the increases in costs for delivery of indigent defense services. The amounts requested in this line item may need to be adjusted once the compliance plan is in place.</p>
236-136-000-801-009 – 14B Other Contractual Service	<p>This line item includes payments for the Labor Law Attorney, if needed. In addition, this line item is for payment to the Dispute Resolution Center (DRC). The DRC mediates all of the small claims matters filed to achieve resolution among the parties rather than a resolution imposed by the Court. The Dispute Resolution Center (DRC) has requested an increase in fees paid to them. We currently pay the DRC \$7,500 annually. Request increase to \$10,000.</p>

Line Item	Explanation
236-136-000-801-010 – Contractual/Visiting Judge	This line item includes the cost of having a substitute or "visiting" judge in the absence of our Judge. It is currently the custom to seek assistance of one of the other sitting Judges in the County District Courts to fill in, when requested, for a colleague. The per diem cost of a visiting judge is \$350, plus mileage. It is not always possible to get a sitting Judge to substitute as the Judges are often attending the same meeting or conference causing the need for a visiting Judge. All efforts are undertaken to avoid the need of a visiting Judge. We are recommending that 5 visiting Judge days be budgeted for.
236-136-000-801-012 – Contractual/Interpreter Fees	This line item includes the cost of a language or deaf interpreter for defendants in a criminal or civil case. This is a statutory obligation of the Court. There has been an increase in the number of cases requiring translation services. In addition the cost of these services has increased due to new training and certification requirements.

Line Item	Explanation						
236-136-000-802-100 – Court Innovation Grant	Funds received through a grant from the Supreme Court Administrative Office for a Human Trafficking Docket and Drug Court Docket. The previous grant expired on September 30, 2018. The grant was awarded in September and \$156,000 has been budgeted for 2019. This line item is offset by a corresponding revenue item.						
236-136-000-812-000 – 14B Jury Fees	<p>This line item represents the payment for Jury duty for the first half, or full, day of service. The Court has implemented pretrial conferences prior to the date of jury selection which eliminates the need for jurors to appear of all matters scheduled are resolved at the pretrial conference.</p> <p>Beginning April 1, 2018 juror costs are increasing. As a result of Act No. 51 of Public Acts of 2017 juror fees are increasing as follows:</p> <table data-bbox="1075 797 1906 906"> <tr> <td>Mileage:</td> <td>From .10 cents to .20 cents per mile</td> </tr> <tr> <td>½ day:</td> <td>From \$12.50 to \$15.00</td> </tr> <tr> <td>1st Day:</td> <td>From \$25.00 to \$30.00</td> </tr> </table> <p>This line item covers the first day and mileage. The number of jurors called to court has decreased, so the amount needed for payment has decreased.</p>	Mileage:	From .10 cents to .20 cents per mile	½ day:	From \$12.50 to \$15.00	1 st Day:	From \$25.00 to \$30.00
Mileage:	From .10 cents to .20 cents per mile						
½ day:	From \$12.50 to \$15.00						
1 st Day:	From \$25.00 to \$30.00						

Line Item	Explanation
236-136-000-812-001 – Witness Fees	This line item represents the payment for a witness fee (and mileage) when a witness is subpoenaed by the Township Attorney's office in a criminal case. This is an expense related to the prosecution of criminal cases by the Township and is probably not appropriate in the Court's budget.
236-136-000-812-002 – 14B Enhanced Jury Fees	<p>This line item represents the payment for Jury duty for the second (or subsequent) half, or full, day of service. Beginning April 1, 2018 juror costs are increasing.</p> <p>As a result of Act No. 51 of Public Acts of 2017 juror fees are increasing as follows:</p> <p>Mileage: From .10 cents to .20 cents per mile Subsequent ½ day: From \$20.00 to \$22.50 Subsequent full Day: From \$40.00 to \$45.00</p> <p>There is no need for a change to this line item.</p>
236-136-000-812-003 – 14B Juror Expenses	This line item represents the cost of water, coffee, and snacks offered the Jury panel during jury selection day. This line item may also be used to supply lunch for the jury, if the lunch break occurs during actual deliberations.

Line Item	Explanation
236-136-000-819-006 – Computer Programs/Lien	<p>This line item represents the licensing fee charged by the Michigan State Police for access to the Law Enforcement Information Network (LEIN), in order to obtain copies of criminal histories, warrant entry and recall, and Secretary of State driving records. In 2013 the Court joined CLEMIS. This gives the Court access to electronic data for downloading citations issued by the Washtenaw County Sheriff's Department. This will streamline the citation process and give the Court immediate access to citation information thus allowing the public to contact the Court upon receipt of the ticket and pay it or request a hearing. Currently law enforcement has 72 hours to file a ticket with the court. In addition all citation information will be electronic which will allow the clerks to upload the citation rather than inputting it manually as is the current practice. A final benefit will be that this near immediate upload of citations to the Court's case management software will allow defendants to pay certain citations on-line through a web based payment program the Court is in the process of implementing.</p> <p>In addition to the above computer programs the Court has a contract to utilize RANT software as an assessment tool to determine eligibility for drug court. The contract for RANT is \$1,000 annually.</p> <p>This line item also covers the costs of Court Innovations contract services for online mediation, warrant review, DWLS review and online payment request applications. That contract is \$6,480 annually.</p>

Line Item	Explanation
236-136-000-819-010 – Computer Network Support	This line item had previously represented the amounts paid under a joint memorandum of understanding for the development of the next generation of computer software known as Judicial Information Services. That obligation has been fulfilled. The amount requested at this time reflects the cost of renewing the contract Washtenaw County IT for computer support. This reflects the costs associated with computer support for 20 computers. Included in the cost is software licensing, data storage, internet connection, help desk support and on site support, email and support for ENACT. There are a number of IT initiatives in the county that the Court is and will be impacted by due to our concurrent jurisdiction agreement with the County Trial Court and the 14A and 15 th District Courts that County IT is proceeding with that makes the continuation of the relationship with County IT more favorable than other options.
236-136-000-850-000 - Telephone	This line item is based upon estimates provided by Township IT.
236-136-000-860-000 - Travel	This line item is used to pay mileage to employees for travel directed by the Court. Based on 2018 expenditures, it is recommended that it be increased for 2019.
236-136-000-876-000 – Retirement/MERS	Our rates for employees hired before 1/1/14 is \$15,000 per employee and after 1/1/14 is 5.16% of wages. This is higher than the Annual Required Compensation and we will apply the extra to lower liability. Figures provided by the Accounting Director.

Line Item	Explanation
236-136-000-876-003 – OPEB Funding-Retiree Health	Figures provided by the Accounting Director, per the actuarial.
236-136-000-876-100 – Retiree Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
236-136-000-900-000 - Publishing	This line item now primarily covers the costs of file folders for criminal and civil cases. This line item is also for the expense of printing of Traffic Citations for the Sheriff's Dept. and citation books for the Ordinance Department.
236-136-000-914-000 – Insurance & Bonds Fire & Liab	Figures provided by the Accounting Director.
236-136-000-917-000 – Workers Compensation Insurance	Figures provided by the Accounting Director.
236-136-000-920-014 – Utilities-Court	This line item is for utilities for the Court. This is of course weather dependent.
236-136-000-931-000 – Repairs and Maintenance	This line item includes all repair and maintenance expenses for the entire Courthouse.
236-136-000-933-001 – Maintenance Contracts	Security Alarm

Line Item	Explanation
236-137-000-956-000 – Miscellaneous	Recovery garden
236-136-000-957-000 – Bank Charges	This line item reflects the cost of banking fees, most notably for charge card expenses.
236-136-000-958-000 – Membership and Dues	This line item reflects the expense for the annual Bar dues for the Judge and Magistrate; State Association dues for the Judge, Magistrate and Probation Officer; and State fees for certification of court recorders
236-136-000-960-000 – Education and Training	This line item includes the cost of attendance (and related expenses) for continuing training for professional staff.
236-136-000-969-101 – Transfer to General Fund*	This line item reflects the amount transferred to Fund 101 – General Fund for Ordinance fines and costs. Nothing is budgeted for 2019 but if the Court’s fund balance exceeds 15%, the overage amount will be transferred to the General Fund.
236-136-000-977-000 - Equipment	This line item includes the cost of the purchase of new equipment. This line item is increased to reflect the need to upgrade computers. The Court plans to upgrade computers on a 5 year cycle as recommended by both County and Township IT.

11/26/18

Reviewed 11/28/18

* If fund balance goes above 15%, the overage amount will be transferred to the General Fund.

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 236 - 14B DISTRICT COURT							
Dept 000.000							
236-000.000-569.019	STATE GRANT REVENUE	111,253	179,053	130,000	130,000	87,402	156,000
236-000.000-601.136	14B STATE SHARED REVENUE	45,724	34,293	50,300	50,300	45,724	45,724
236-000.000-601.137	14B ST OF MI JUROR COMP REIMB	2,470	1,330	2,600	2,600	2,375	2,600
236-000.000-602.136	14B COURT COSTS	559,406	555,227	559,000	559,000	485,260	575,000
236-000.000-602.544	14B-ST OF MI CASEFLOW ASSISTA	10,611	15,155	35,000	35,000	16,875	35,000
236-000.000-603.136	14B CIVIL FEES	224,306	216,819	193,000	193,000	191,014	175,000
236-000.000-604.000	14B PROBATION FEES	99,805	107,354	100,000	100,000	92,462	115,000
236-000.000-605.001	14B ORDINANCE FINES AND COSTS	326,998	831,988	775,000	775,000	498,297	680,000
236-000.000-605.002	FINES & FORFEITS	0	400	0	0	0	0
236-000.000-605.003	14B BOND FORFEITURES	24,620	24,110	20,000	20,000	25,430	20,000
236-000.000-605.004	14B INTEREST EARNED	0	0	0	0	0	3,000
236-000.000-655.100	SETTLEMENTS & JUDGMENTS	0	0	0	0	7,302	0
236-000.000-664.001	INTEREST EARNED	655	3,111	0	0	4,696	0
236-000.000-688.200	REIMBURSE PROJECTS - 14B COURT	0	0	115,000	115,000	0	0
236-000.000-694.001	OTHER INCOME-MISCELLANEOUS	0	162	0	0	0	0
236-000.000-694.004	MISC REVENUE - INSURANCE REIM	1,176	1,188	0	0	921	0
236-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	0	62,086	0	0
NET OF REVENUES/APPROPRIATIONS - 000.000 -		1,407,024	1,970,190	1,979,900	2,041,986	1,457,758	1,807,324

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 136.000 - COURT							
236-136.000-703.001	SALARY - JUDGE	45,724	45,724	50,300	50,300	40,448	45,724
236-136.000-706.000	SALARY - PERMANENT WAGES	446,656	467,334	503,612	507,362	415,900	468,573
236-136.000-706.001	SALARY - BAILIFF	40,449	40,601	42,826	42,826	37,303	42,826
236-136.000-706.002	SALARY - MAGISTRATE/COURT ADMIN	70,232	75,905	75,963	78,242	67,710	80,589
236-136.000-707.000	SALARY - TEMPORARY/SEASONAL	15,818	5,730	10,000	7,500	4,155	8,000
236-136.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	3,275	1,542	10,115	10,911	4,016	3,756
236-136.000-708.010	HEALTH INS BUYOUT	3,000	3,000	3,000	3,000	1,500	3,000
236-136.000-709.000	REG OVERTIME	10	131	0	2,500	2,176	3,000
236-136.000-715.000	F.I.C.A./MEDICARE	40,256	41,941	50,621	51,152	36,687	47,260
236-136.000-719.000	HEALTH INSURANCE	169,581	171,735	189,799	189,799	184,543	225,882
236-136.000-719.001	SICK AND ACCIDENT	4,730	5,506	5,986	5,986	5,276	4,393
236-136.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(20,710)	(21,476)	(21,692)	(21,692)	(18,000)	(15,300)
236-136.000-719.015	DENTAL BENEFITS	13,263	13,437	15,956	15,956	11,991	13,077
236-136.000-719.016	VISION BENEFITS	2,337	2,523	2,783	2,783	2,326	2,804
236-136.000-719.020	HEALTH CARE DEDUCTION	28,816	33,618	63,703	63,703	38,954	60,638
236-136.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	1,022	1,035	1,125	1,125	800	1,080
236-136.000-720.000	LIFE INSURANCE	2,393	2,475	2,913	2,913	2,603	2,835
236-136.000-723.000	DEFERRED COMPENSATION EMPLOYE	1,457	1,523	687	687	545	661
236-136.000-724.001	UNEMPLOYMENT EXPENSE	0	5,814	1,500	1,500	0	0
236-136.000-727.000	OFFICE SUPPLIES	11,920	9,719	10,500	10,500	8,307	10,500
236-136.000-730.000	POSTAGE	9,331	8,499	8,000	8,000	7,120	8,000
236-136.000-739.000	LIBRARY SUBSCRIPTION	4,807	4,567	3,000	4,500	4,813	5,000
236-136.000-740.000	OPERATING SUPPLIES	5,585	5,701	6,000	7,000	5,606	6,000
236-136.000-800.001	ADMINISTRATION FEES	31,735	31,735	36,310	36,310	33,284	37,317
236-136.000-801.007	ATTORNEY FEES CRIMINAL	37,311	41,736	170,000	170,000	37,679	170,000
236-136.000-801.009	14B OTHER CONTRACTUAL SERVICE	7,186	7,500	0	5,700	5,650	10,000
236-136.000-801.010	CONTRACTUAL/VISITING JUDGE	433	818	1,000	770	435	1,000
236-136.000-801.012	CONTRACTUAL/INTERPRETER FEES	8,860	7,557	6,000	9,000	8,162	6,500
236-136.000-802.100	COURT INNOVATION GRANT	112,569	188,793	130,000	130,000	81,194	156,000
236-136.000-811.000	14B TRANSCRIPTS	0	0	0	230	228	0
236-136.000-812.000	14B JURY FEES	1,450	2,163	3,000	1,500	1,193	2,500
236-136.000-812.001	WITNESS FEES	0	0	100	100	0	0
236-136.000-812.002	14B ENHANCED JURY FEES	1,920	700	1,000	1,000	473	1,000
236-136.000-812.003	14B JUROR EXPENSES	313	302	300	300	224	300
236-136.000-819.006	COMPUTER PROGRAMS/LIEN	8,990	10,099	13,800	19,330	19,144	24,960
236-136.000-819.010	COMPUTER NETWORK SUPPORT	32,484	27,198	35,000	28,800	26,928	35,000
236-136.000-850.000	TELEPHONE	2,228	1,840	2,500	2,500	1,780	2,500

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
236-136.000-860.000	TRAVEL	1,113	1,777	800	2,400	2,324	2,000
236-136.000-876.000	RETIREMENT/MERS	90,188	117,677	117,739	117,739	107,914	159,067
236-136.000-876.003	OPEB FUNDING- RETIREE HEALTH	75,481	79,387	77,338	77,338	77,338	95,589
236-136.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	0	0	1,300
236-136.000-900.000	PUBLISHING	2,742	1,762	3,000	3,000	0	3,000
236-136.000-914.000	INSURANCE & BONDS FIRE & LIAB	8,672	9,093	9,585	9,585	8,067	9,205
236-136.000-917.000	WORKERS COMPENSATION INSURANC	6,419	6,386	6,976	6,976	6,034	6,679
236-136.000-920.014	UTILITIES - COURT	14,862	16,635	18,500	15,600	12,725	17,600
236-136.000-931.000	REPAIRS AND MAINTENANCE	8,780	9,381	9,000	46,200	12,645	10,000
236-136.000-933.000	EQUIPMENT MAINTENANCE	685	110	0	0	0	0
236-136.000-933.001	MAINTENANCE CONTRACTS	0	0	6,600	6,600	4,301	6,500
236-136.000-956.000	MISCELLANEOUS	100	0	100	800	617	500
236-136.000-957.000	BANK CHARGES	9,102	10,493	8,500	8,500	7,817	8,500
236-136.000-958.000	MEMBERSHIP AND DUES	1,420	1,510	1,500	1,610	1,610	2,000
236-136.000-960.000	EDUCATION AND TRAINING	175	1,041	2,000	2,000	1,282	2,000
236-136.000-969.101	TRANSFER TO GENERAL FUND	16,524	400,000	200,000	200,000	0	0
236-136.000-974.025	CAPITAL OUTLAY/SECURITY	0	5,300	0	14,700	4,574	0
236-136.000-977.000	EQUIPMENT	787	2,712	6,500	790	480	6,500
NET OF REVENUES/APPROPRIATIONS - 136.000 - COURT		(1,382,481)	(1,910,289)	(1,903,845)	(1,965,931)	(1,328,881)	(1,805,815)
ESTIMATED REVENUES - FUND 236		1,407,024	1,970,190	1,979,900	2,041,986	1,457,758	1,807,324
APPROPRIATIONS - FUND 236		1,382,481	1,910,289	1,903,845	1,965,931	1,328,881	1,805,815
NET OF REVENUES/APPROPRIATIONS - FUND 236		24,543	59,901	76,055	76,055	128,877	1,509

NARRATIVE

Fund 248 – Housing & Business Inspection

Revenues

Line Item	Explanation
248-000-000-451-300 – Rental Registration Fee	Fees paid by property owners to register rental properties. Revenue is projected to decrease due to 1) a reduction in the number of new single family rental properties; and 2) all existing multifamily properties have now registered.
248-000-000-607-300 – Charge for Serv-SF Rental Inspect	Fees paid by owners for the inspection of single family rental properties. Revenue is projected to decrease due to a reduction in the number of eligible rental properties.
248-000-000-607-310 – Tax Sp Assess-SF Rental Inspect	Fees from delinquent single family rental inspection invoices incurred in 2017 and 2018 that were designated as a special assessment and added to Winter 2018 property tax bills. Revenue is projected to remain neutral based upon an estimate of delinquent invoices at the time of budget preparation, which is several months prior to actual roll-over and is subject to change.
248-000-000-607-320 – Charge for Serv-MF Rental Inspect	Fees paid by owners for inspection of multifamily rental properties. Revenue is estimated to slightly increase based on the number of buildings and units projected to be inspected in 2019.

Line Item	Explanation
248-000-000-607-330 – Tax Sp Assess-MF Rental Inspect	Fees from delinquent multifamily rental inspection invoices incurred in 2017 and 2018 that were designated as a special assessment and added to Winter 2018 property tax bills. Revenue is projected based upon an estimate of delinquent invoices at the time of budget preparation, which is several months prior to actual roll-over and is subject to change.
248-000-000-607-400 – Charge for Serv-Vacant Prop Inspect	Fee revenue from vacant building inspection services. Projected revenue to decrease due to fewer vacant buildings.
248-000-000-607-410 – Tax Sp Assess-Vacant Prop Inspect	Fees from delinquent vacant building inspection invoices incurred in 2017 and 2018 that will be designated as a special assessment and added to the Winter 2018 property tax bills. Revenue is projected based upon an estimate of delinquent invoices at the time of budget preparation, which is several months prior to actual roll-over.
248-000.000-608.000 – Business Registration	Fee revenue from new businesses that register under the new Business Registration ordinance. Revenue is estimated due to unknown anticipated new business activity.
248-000-000-664-001 – Interest Earned	Interest earned on funds deposited in banks. No interest earnings are relied upon for operating expenses. Projected to increase due to improved interest rates.
248-000-000-694-004 – Misc Revenue-Insurance Reimb	Revenue received through insurance reimbursement or other miscellaneous sources.

Line Item	Explanation
248-000-000-699-000 – Appropriated Prior Year Balance	Prior years' revenue transferred from fund balance to offset current year operating expenses. Decrease projected after full implementation of the multifamily inspection program. Fund balance is currently at 36.6%.

Expenditures

Line Item	Explanation
248-248-000-705-000 – Salary-Supervision	This line item reflects 12.5% of salary for the OCS Executive Coordinator who provides administrative services to staff funded in this budget. Per Resolution No. 2018-17, this salary was established for 2018. It is recommended that it be increased by 3% in 2019, the same as the Teamster contract.
248-248-000-706-000 – Salary-Permanent Wages	Wage expenses for three (3) Ordinance Enforcement Assistants (OEA) and one (1) clerk to operate the Housing, Business, and Vacant building inspection programs. A 3% contractual increase is budgeted for 2019. Even though the increase is budgeted, the amount shown is less due to the OEA's salaries and benefits being split 75%-25% with the Ordinance budget next year since they also perform regular ordinance work.
248-248-000-706-014 – Rental Inspections	This line item reflects the portion that will be charged to Fund 248 for building inspectors performing rental inspections. Corresponding line item in Fund 249 is 249-249-000-706-014.
248-248-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source. The amount budgeted is less due to one of the OEA positions being split 75%-25% with the Ordinance budget next year since they also perform regular ordinance work.

Line Item	Explanation
248-248-000-709-000 – Reg Overtime	Overtime expenses for clerical and inspection staff for special needs and projects. No change.
248-248-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
248-248-000-719-000 – Health Insurance	We will not receive our health insurance rates for 2019 until September. At this time, we are estimating a 15% increase. This amount will be adjusted once rates are received. A larger increase is budgeted due to the three (3) Ordinance Enforcement Assistants being budgeted 25% in this budget in 2019.
248-248-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
248-248-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A decrease has been budgeted. This is due to the recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn't pay the same amount as those receiving family coverage.
248-248-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.
248-248-000-719-016 – Vision Benefits	We will not receive our vision insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received.

Line Item	Explanation
248-248-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. An increase is budgeted due to the three (3) Ordinance Enforcement Assistants being budgeted 25% in this budget in 2019.
248-248-000-719-021 – Admin Fee-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits.
248-248-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
248-248-000-727-000 – Office Supplies	Expenses for office supplies to support the housing, business, and vacant building inspection programs; includes business cards, pens, printer ink, etc. No change.
248-248-000-730-000 - Postage	Expenses for postage to support the housing, business, and vacant building inspection programs. No change.
248-248-000-741-001 – Uniforms-New & Badges	Expenses for uniform clothing and equipment items for field inspectors. No change.
248-248-000-800-001 – Administration Fee	Figures provided by the Accounting Director.

Line Item	Explanation
248-248-000-867-000 – Gas & Oil	Expenses for gasoline and oil for vehicles allocated for use by inspectors. Increase based on 2018 actual costs.
248-248-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
248-248-000-876-100 – Retirement Health Care Savings	Figures provided by the Accounting Director.
248-248-000-913-000 – Insurance & Bonds	Figures provided by the Accounting Director.
248-248-000-917-000 – Workers Compensation Insurance	Figures provided by the Accounting Director.
248-248-000-943-000 – Motorpool Lease/Maintenance	Expenses to lease vehicles from the Township motor pool for use by inspectors. Expenses to repair vehicles as necessary. No change.
248-248-000-977-000 - Equipment	Expenses for new and replacement equipment for field inspectors (computers, printers, inspection tools). No change.

8/23/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 248 - HOUSING & BUSINESS INSPECTION FUND							
Dept 000.000							
248-000.000-451.300	RENTAL REGISTRATON FEE	14,550	22,095	2,000	2,000	1,780	1,500
248-000.000-607.300	CHRG FOR SERV-SF RENTAL INSPECT	108,827	138,815	135,000	135,000	99,435	130,000
248-000.000-607.310	TAX SP ASSESS -SF RENTAL PROP INSPECT	47,183	20,620	15,000	15,000	17,410	15,000
248-000.000-607.320	CHRG FOR SERV-MF RENTAL INSPECT	0	0	90,000	90,000	167,335	100,000
248-000.000-607.330	TAX SP ASSESS -MF RENTAL PROP INSPECT	0	0	500	500	0	2,000
248-000.000-607.400	CHRG FOR SERV-VACANT PROP INSPECT	20,955	11,680	14,000	14,000	10,590	8,000
248-000.000-607.410	TAX SP ASSESS - VACANT PROP INSPECT	42,154	18,483	15,000	15,000	15,172	15,000
248-000.000-608.000	CHARGE - BUSINESS REGISTRATION	0	0	0	0	3,280	3,000
248-000.000-664.001	INTEREST EARNED	319	1,121	0	0	1,246	1,200
248-000.000-694.004	MISC REVENUE - INSURANCE REIMB	250	252	0	0	196	0
248-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	55,354	63,108	0	18,007
NET OF REVENUES/APPROPRIATIONS - 000.000 -		234,238	213,066	326,854	334,608	316,444	293,707

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 248.000 - RENTAL INSPECTION							
248-248.000-705.000	SALARY - SUPERVISION	7,642	7,726	7,727	7,959	6,887	8,197
248-248.000-706.000	SALARY - PERMANENT WAGES	117,733	155,045	165,443	171,133	142,379	144,357
248-248.000-706.014	RENTAL INSPECTIONS	0	0	21,000	21,000	0	0
248-248.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	523	1,585	2,685	3,098	531	0
248-248.000-708.010	HEALTH INS BUYOUT	375	3,375	3,375	3,375	1,688	2,625
248-248.000-709.000	REG OVERTIME	9	132	1,000	1,000	133	1,000
248-248.000-715.000	F.I.C.A./MEDICARE	9,587	12,703	15,496	15,981	11,425	13,478
248-248.000-719.000	HEALTH INSURANCE	20,501	25,299	30,650	30,650	32,532	41,260
248-248.000-719.001	SICK AND ACCIDENT	1,121	1,696	1,975	1,975	1,773	1,289
248-248.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(835)	0	(5,400)	(5,400)	(2,050)	(2,550)
248-248.000-719.015	DENTAL BENEFITS	1,368	2,480	2,318	2,318	2,556	2,497
248-248.000-719.016	VISION BENEFITS	234	426	535	535	520	590
248-248.000-719.020	HEALTH CARE DEDUCTION	4,056	7,114	11,550	11,550	10,988	12,583
248-248.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	229	248	270	270	200	248
248-248.000-720.000	LIFE INSURANCE	520	701	817	817	809	765
248-248.000-727.000	OFFICE SUPPLIES	283	277	300	300	232	300
248-248.000-730.000	POSTAGE	1,093	1,833	2,000	1,800	1,293	2,000
248-248.000-741.001	UNIFORMS-NEW AND BADGES	300	0	1,000	1,000	889	1,000
248-248.000-800.001	ADMINISTRATION FEES	15,055	16,877	19,201	19,201	17,601	18,225
248-248.000-867.000	GAS & OIL	4,277	5,684	5,000	5,000	5,363	6,000
248-248.000-876.000	RETIREMENT/MERS	8,418	19,019	19,672	19,856	16,156	21,575
248-248.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	750	699	975
248-248.000-913.000	INSURANCE & BONDS FLEET	1,845	1,936	2,040	2,040	1,716	1,958
248-248.000-917.000	WORKERS COMPENSATION INSURANCE	1,999	2,069	2,500	2,500	2,216	2,523
248-248.000-939.031	MOTORPOOL-MISC REPAIR	0	0	0	200	69	5,000
248-248.000-943.000	MOTORPOOL LEASE/MAINTENANCE	14,500	10,250	14,700	14,700	13,475	6,812
248-248.000-977.000	EQUIPMENT	87	0	1,000	1,000	210	1,000
NET OF REVENUES/APPROPRIATIONS - 248.000 - RENTAL INSPECTION		(210,920)	(276,475)	(326,854)	(334,608)	(270,290)	(293,707)
ESTIMATED REVENUES - FUND 248		234,238	213,066	326,854	334,608	316,444	293,707
APPROPRIATIONS - FUND 248		210,920	276,475	326,854	334,608	270,290	293,707
NET OF REVENUES/APPROPRIATIONS - FUND 248		23,318	(63,409)	0	0	46,154	0

NARRATIVE

Fund 249 - Building Revenues

Line Item	Explanation
249-000-000-476-477 – Licensed Contractor Registration	Fee revenue generated from new registrations of licensed contractors doing business with the Building Department. Budgeted decrease based on 2018 activity.
249-000-000-476-479 – Building Permit	Fee revenue from building permits for new construction, renovation or demolition of existing structures that requires plan review and/or inspection by a state licensed building inspector or plan reviewer. 15% increase projected based on current and anticipated construction activity.
249-000-000-476-480 – Electrical Permit	Fee revenue from issuance of electrical permits for installation of new electrical circuits and equipment that requires plan review and/or inspection by a state licensed electrical inspector or plan reviewer. 3% increase projected based on current and anticipated activity.
249-000-000-476-481 – Mechanical Permit	Fee revenue from issuance of mechanical permits for installation of heating and cooling systems, refrigeration equipment, fire suppression systems, and other mechanical equipment that requires plan review and/or inspection by a state licensed mechanical inspector or plan reviewer. 10% increase projected based on current and anticipated activity.

Line Item	Explanation
249-000-000-476-482 – Plumbing Permit	Fee revenue from issuance of plumbing permits for installation of new water/sewer lines and other equipment that requires plan review and/or inspection by a state licensed plumbing inspector or plan reviewer. 3% increase projected based on current and anticipated activity.
249-000-000-476-484 – Misc/Reinspect	Fee revenue for unplanned re-inspections done by state licensed inspectors that are necessary for final approval of permitted work after the first inspection is failed. Revenue is unpredictable because it is based on contractor performance. A significant increase is projected based on current and anticipated construction activity.
249-000-000-476-486 – Sign Permits	Fee revenue from issuance of sign permits that require building inspection when installed. No change is projected.
249-000-000-607-010 – Enviro/Plot Plan-Charge for Services	Fee revenue for soil erosion and sedimentation control (SESC) permits that require inspection by a state certified inspector. Several department staff hold certification to perform this work. 11% increase projected based on current and anticipated construction activity.
249-000-000-607-270 – Charge for Serv-Liquor Inspection	Fee revenue for code inspections conducted for annual liquor license renewal for on-premise establishments. No change.
249-000-000-664-001 – Interest Earned	Interest earned on the funds deposited at various banks. Increase projected based on improved interest rates.
249-000-000-699-000 – Appropriated Prior Year Balance	Revenue from prior years used for current year operating expenses. Use of fund balance may be required due to the unpredictable nature of construction activity tied to changing economic conditions. No transfer projected to be necessary in 2019.

Expenditures

Line Item	Explanation
249-249-000-705-000 – Salary-Supervision	Salary for the Chief Building Official to administer and interpret state building codes, manage Building Dept operations, and coordinate building plan review and inspection services. This line item also includes 25% of the OCS Executive Coordinator position and 25% of the Planning & Development Coordinator.
249-249-000-706-000 – Salary-Permanent Wages	Wages for one (1) hourly Floater II/Clerk III position determined by the AFSCME labor contract. A 3% contractual increase is budgeted.
249-249-000-706-004 – Building Inspection	Hourly wages for two (2) state licensed building inspectors who perform inspections and plan review for building and soil erosion permit activity. Wages are determined by the AFSCME labor contract.
249-249-000-706-005 – Electrical Inspection	Hourly wages for one (1) state licensed electrical inspector who performs plan reviews and inspections for electrical permit activity. Wages are determined by the AFSCME labor contract.
249-249-000-706-006 – Plumbing Inspection	Hourly wages for one (1) state licensed plumbing inspector who performs plan reviews and inspections for plumbing permit activity. Wages are determined by the AFSCME labor contract.
249-249-000-706-014 – Rental Inspections	Hourly wages for multifamily rental inspections performed by eligible building inspectors per an agreement with Teamsters. Wages transferred from Fund 248 – Housing & Business Inspection Fund.

Line Item	Explanation
249-249-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
249-249-000-709-000 – Regular Overtime	Overtime wages for hourly state licensed inspectors and clerks as necessary for emergencies, special customer requests, and special projects.
249-249-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
249-249-000-719-000 – Health Insurance	We will not receive our health insurance rates for 2019 until September. At this time, we are estimating a 15% increase. This amount will be adjusted once rates are received. Even though the increase is budgeted, the amount shown is less due to less employees in the department choosing to receive health care coverage for 2019.
249-249-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
249-249-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A slight decrease has been budgeted due to the recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn't pay the same amount as those receiving family coverage.
249-249-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received. Even though the increase is budgeted, the amount shown is less due to more employees in the department receiving either single or 2 person coverage instead of family coverage.

Line Item	Explanation
249-249-000-719-016 – Vision Benefits	We will not receive our vision insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received. Even though the increase is budgeted, the amount shown is less due to more employees in the department receiving either single or 2 person coverage instead of family coverage.
249-249-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
249-249-000-719-021 – Admin Fees-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits.
249-249-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
249-249-000-727-000 – Office Supplies	Expenses for office supplies such as inspection forms, placards, pens, etc. Expenses increased due to higher activity levels.
249-249-000-730-000 – Postage	Postage expenses for Building Dept operations. Expenses increased to accommodate permit expiration letters sent to customers who fail to call for inspections.
249-249-000-740-001 – Ordinance & Zoning Code Books	Expenses to purchase copyrighted State of Michigan code publications and digital files required for state licensed plan reviewers and inspectors. State codes are updated periodically. Expenses increased from the 2018 original budget due to new code versions being adopted.

Line Item	Explanation
249-249-000-741-001 – Uniforms-New and Badges	Expenses to purchase and replace uniform clothing apparel and other related items for Building Dept field staff. Expenses increased based on 2018 activity.
249-249-000-800-001 – Administration Fees	Fund 249 pays an administration fee to the general fund (101) for overhead (legal services and office space) and general fund services (human resources, payroll, accounting, treasurer, IT, purchasing). The fee is increased 32% due to the additional of one employee in the Building Dept. Figures provided by the Accounting Director.
249-249-000-818-000 – Contractual Services	Wage expenses for state licensed mechanical inspection services by a private contractor, and state licensed plan review services by a private contractor. Also used to hire private contractors to cover scheduled and unscheduled leave of department employees. Expense increased 50% due to increased construction activity and demand for services. This is a pass through cost.
249-249-000-867-000 – Gas & Oil	Fuel and oil expenses for vehicles assigned to building department staff. Expenses increased 20% based on 2018 costs and increased demand for services.
249-249-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
249-249-000-876-003 – OPEB Funding-Retiree Health	Figures provided by the Accounting Director.
249-249-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
249-249-000-913-000 – Insurance & Bonds	Figures provided by the Accounting Director.

Line Item	Explanation
249-249-000-917-000 – Workers Compensation Insurance	Figures provided by the Accounting Director.
249-249-000-943-000 – Motorpool Lease/Maintenance	Lease payments to the Township motor pool for vehicles assigned to the building department; direct payment for repair costs of same vehicles. Figures provided by the Accounting Director.
249-249-000-958-000 – Membership & Dues	Mandatory memberships and dues to professional organizations for continuing education credits required to maintain state licensing certification for eligible employees.
249-249-000-977-000 - Equipment	Expenses to purchase new equipment and to replace old equipment no longer serviceable. Equipment includes computers, printers and inspection tools used in the field. No change from the 2018 original budget.

8/23/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 249 - BUILDING DEPARTMENT							
Dept 000.000							
249-000.000-476.477	LICENSED CONTRACTOR REGISTRATION	6,975	6,255	6,800	6,800	4,420	5,000
249-000.000-476.478	REFRIGERATION PERMIT	7,600	50	0	0	45	0
249-000.000-476.479	BUILDING PERMIT	441,796	550,858	500,000	500,000	594,705	575,000
249-000.000-476.480	ELECTRICAL PERMIT	49,143	75,001	65,000	65,000	45,982	67,000
249-000.000-476.481	MECHANICAL PERMIT	80,258	135,588	100,000	100,000	139,606	110,000
249-000.000-476.482	PLUMBING PERMIT	52,248	67,995	60,000	60,000	60,195	62,000
249-000.000-476.484	MISC / REINSPECT	26,745	15,750	15,000	15,000	34,493	15,000
249-000.000-476.486	SIGN PERMITS	2,879	3,095	3,500	3,500	1,400	3,500
249-000.000-607.010	ENVIRO/PLOT PLAN - CHG FOR SERVICES	1,204	14,925	9,000	9,000	18,359	10,000
249-000.000-607.012	ADDRESS ASSIGN - CHG FOR SERVICES	15	0	0	0	15	0
249-000.000-607.270	LIQUOR INSPECT - CHG FOR SERVICES	850	1,050	1,000	1,000	750	1,000
249-000.000-664.001	INTEREST EARNED	1,097	6,275	2,000	2,000	15,208	10,000
249-000.000-694.001	OTHER INCOME-MISCELLANEOUS	0	735	0	0	595	0
249-000.000-694.004	MISC REVENUE - INSURANCE REIMB	250	252	0	0	196	0
249-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	0	113,929	0	0
NET OF REVENUES/APPROPRIATIONS - 000.000 -		671,060	877,829	762,300	876,229	915,969	858,500

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 249.000 - BUILDING DEPARTMENT							
249-249.000-705.000	SALARY - SUPERVISION	89,289	58,989	98,453	96,117	66,082	118,506
249-249.000-706.000	SALARY - PERMANENT WAGES	42,345	42,862	42,806	44,155	38,317	45,612
249-249.000-706.004	BUILDING INSPECTION	35,695	111,040	113,359	83,362	69,622	123,693
249-249.000-706.005	ELECTRICAL INSPECTION	20,294	53,672	51,708	53,196	50,834	60,266
249-249.000-706.006	PLUMBING INSPECTION	15,567	45,191	51,708	53,175	48,279	58,123
249-249.000-706.014	RENTAL INSPECTIONS	0	0	(21,000)	(21,000)	0	0
249-249.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	2,185	1,062	3,122	3,947	1,062	0
249-249.000-708.010	HEALTH INS BUYOUT	3,750	5,478	3,750	3,750	2,625	750
249-249.000-709.000	REG OVERTIME	1,636	347	1,000	1,000	182	1,000
249-249.000-715.000	F.I.C.A./MEDICARE	15,992	23,932	26,385	27,226	21,032	29,602
249-249.000-719.000	HEALTH INSURANCE	24,850	61,229	109,492	109,492	66,603	125,443
249-249.000-719.001	SICK AND ACCIDENT	1,001	2,833	2,993	2,993	2,448	2,430
249-249.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(3,750)	(7,163)	(10,800)	(10,800)	(5,925)	(8,550)
249-249.000-719.015	DENTAL BENEFITS	2,817	5,742	6,628	6,628	4,859	6,744
249-249.000-719.016	VISION BENEFITS	503	1,062	1,326	1,326	967	1,451
249-249.000-719.020	HEALTH CARE DEDUCTION	3,916	15,141	31,763	31,763	10,765	33,294
249-249.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	198	360	540	540	320	563
249-249.000-720.000	LIFE INSURANCE	660	1,095	1,238	1,238	1,199	1,469
249-249.000-727.000	OFFICE SUPPLIES	1,026	2,298	2,000	1,600	1,581	2,000
249-249.000-730.000	POSTAGE	1,617	604	1,000	900	887	3,000
249-249.000-740.000	OPERATING SUPPLIES	118	0	0	0	0	0
249-249.000-740.001	Ordinance & Zoning Code Books	1,379	1,717	2,000	4,000	3,480	4,000
249-249.000-741.001	UNIFORMS-NEW AND BADGES	2,467	0	1,000	1,800	1,697	2,000
249-249.000-800.001	ADMINISTRATION FEES	18,162	21,076	28,030	28,030	25,694	33,431
249-249.000-801.000	PROFESSIONAL SERVICES	0	5,820	0	100,000	0	0
249-249.000-818.000	CONTRACTUAL SERVICES	130,115	65,725	50,000	82,000	79,680	75,000
249-249.000-867.000	GAS & OIL	2,104	4,724	5,000	5,000	4,460	6,000

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
249-249.000-876.000	RETIREMENT/MERS	23,545	35,193	36,098	36,390	32,934	48,127
249-249.000-876.003	OPEB FUNDING- RETIREE HEALTH	0	0	33,903	33,903	33,903	37,509
249-249.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	1,800	1,200	5,525
249-249.000-913.000	INSURANCE & BONDS FLEET	1,845	1,936	2,040	2,040	1,716	2,040
249-249.000-917.000	WORKERS COMPENSATION INSURANCE	3,890	3,953	4,611	4,611	4,108	4,611
249-249.000-939.031	MOTORPOOL-MISC REPAIR	0	0	0	0	0	7,500
249-249.000-943.000	MOTORPOOL LEASE/MAINTENANCE	12,750	26,210	19,450	19,450	18,021	16,918
249-249.000-958.000	MEMBERSHIP AND DUES	830	905	3,000	2,000	2,785	2,500
249-249.000-977.000	EQUIPMENT	12,089	3,620	4,000	8,900	8,387	4,000
NET OF REVENUES/APPROPRIATIONS - 249.000 - BUILDING DEPARTMEN		(468,885)	(596,653)	(706,603)	(820,532)	(599,804)	(854,557)
ESTIMATED REVENUES - FUND 249		671,060	877,829	762,300	876,229	915,969	858,500
APPROPRIATIONS - FUND 249		468,885	596,653	706,603	820,532	599,804	854,557
NET OF REVENUES/APPROPRIATIONS - FUND 249		202,175	281,176	55,697	55,697	316,165	3,943

2019 BUDGET NARRATIVE

Fund 250 – LDFA (Local Development Finance Authority)

Revenues

Line Item	Explanation
250-000-000-402-250 – Current Tax Revenue-Captured	The 2019 revenues are based on the 2018 property tax values for the LDFA district. The captured funds are then transferred to Fund 398 – General Obligation Bonds for Seaver Farms Infrastructure to cover the bond payments for the infrastructure improvements. This will be paid off in 2028.
250-000-000-664-001 – Interest Earned	This line item reflects interest earned.

Expenditures

Line Item	Explanation
250-991-000-968-398 – Transfer to 2006 Bond Debt	This line item reflects captured funds to be transferred to Fund 398 General Obligation Bond for Seaver Farms Infrastructure to cover the bond payments for infrastructure improvements.

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 250 - LOCAL DEVELOPMENT FINANCE AUTH							
Dept 000.000							
250-000.000-402.250	CURRENT TAX REVENUE-CAPTURED	246,965	143,805	120,609	120,609	119,415	225,270
250-000.000-664.001	INTEREST EARNED	152	262	100	100	606	300
NET OF REVENUES/APPROPRIATIONS - 000.000 -		247,117	144,067	120,709	120,709	120,021	225,570
Dept 991.000 - DEBT SERVICES							
250-991.000-968.398	TRANSFER TO: 2006 BOND DEBT	229,760	217,026	120,609	120,609	119,415	225,270
NET OF REVENUES/APPROPRIATIONS - 991.000 - DEBT SERVICES		(229,760)	(217,026)	(120,609)	(120,609)	(119,415)	(225,270)
ESTIMATED REVENUES - FUND 250		247,117	144,067	120,709	120,709	120,021	225,570
APPROPRIATIONS - FUND 250		229,760	217,026	120,609	120,609	119,415	225,270
NET OF REVENUES/APPROPRIATIONS - FUND 250		17,357	(72,959)	100	100	606	300

NARRATIVE

Fund 252 - Hydro

Revenues

Line Item	Explanation
252-252-000-641-003 – Ford Lake Hydro Station	This line item reflects revenues from selling electricity from the Hydro Station to DTE Energy. Revenue varies due to the fluctuation in water flow and other factors. Averaging actual revenues from 2012 to 2017 and the performance of the Power Contract calculated the revenue estimate. For 2019, the revenue estimate will increase by \$11,000.
252-252-000-664-001 – Interest Earned	Reflects interest earned on funds deposited in the bank. Actual amount is based on fund balance and interest rates.
252-000-000-694-252 – Hydro Escrow From DTE	This is a new line item for 2019 and reflects the payment from DTE for the Hydro escrow. This is not revenue, it is Township dollars being paid back.
252-000-000-697-000 – Transfer In: General Fund	Funds requested to address maintenance at Sergeant Charles Dam within Hewen Creek Park. For 2019, we are requesting \$10,000 for seawall repair.
252-252-000-699-000 – Appropriated Prior Year Balance	This line item reflects funds needed from Fund Balance to support expenses. Is not expected for 2019.

Expenditures

Line Item	Explanation
252-252-000-706-000 – Salary-Permanent Wages	<p>Employee wages related to the compliance and O&M of the Hydro Station. For 2019, the requested amount is increased to reflect the salary of 1 Manager (shared with Human Resources) and 1 Hydro Operator (new position).</p> <p>We are recommending a 3% wage increase for the Hydro Manager in 2019, the same as the Teamsters.</p>
252-252-000-707-000 – Salary-Temporary/Seasonal	This line item reflects wages for the part-time Hydro Operator. This employee is responsible for the days when F/T staff are not scheduled and assists in activities related to dam O&M requiring additional staff.
252-252-000-709-000 – Regular Overtime	Wages for work exceeding 40 hour work week. Normally related to the F/T Operator handling after hour call-ins, working late to correct problems or on large projects. Remains the same for 2019.
252-252-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
252-252-000-719-000 – Health Insurance	We will not receive our health insurance rates for 2019 until September. At this time, we are estimating a 15% increase. This amount will be adjusted once rates are received. A larger increase is shown due to adding health care for the new f/t operator position.

Line Item	Explanation
252-252-000-719-001 – Sick & Accident	Figures provided by the Accounting Director and Human Resources.
252-252-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. The amount shown has increased due to adding health care coverage for the new f/t operator position.
252-252-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received. A larger increase is shown due to adding dental coverage for the new f/t operator position.
252-252-000-719-016 – Vision Benefits	We will not receive our vision insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received. A larger increase is shown due to adding vision coverage for the new f/t operator position.
252-252-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. An increase is shown due to adding health care coverage for the new f/t operator position.
252-252-000-719-021 – Admin Fees-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. An increase is shown due to adding health care coverage for the new f/t operator position.

Line Item	Explanation
252-252-000-720-000 – Life Insurance	Figures provided by the Accounting Director and Human Resources. An increase is budgeted due to adding life insurance coverage for the new f/t operator position.
252-252-000-723-000 – Deferred Comp Employer	Figures provided by the Accounting Director.

Line Item	Explanation
252-252-000-727-000 – Office Supplies	Cover the cost of supplies and material used in completing reports by the department. This is unchanged from prior year.
252-252-000-730-000 - Postage	Cover cost in mailing business related material. This amount is unchanged from last year.
252-252-000-740-000 – Operating Supplies	Cost related to operation of the Hydro. Oil analysis test are one of the expenses used in the line item. Amount was lowered from prior year.
252-252-000-741-000 – Boot Reimb & Uniforms Purchase	Funds to purchase operators uniforms and boot allowance. Requested amount is the same as last year.
252-252-000-776-000 – Maintenance Supplies	Cost associated in maintaining Hydro Station including housekeeping, general maintenance supplies, and hand tools. The amount will remain the same as 2018.
252-252-000-801-000 – Professional Services	Cover cost for an independent engineering firm for technical support related to dam safety and compliance for the Ford Lake Dam. The Twp. does not have a Professional Engineer with dam experience on staff. The requested funds for 2019 is higher due to a required 5 year test of the Emergency Action Plan and Engineering plans to replace an obsolete PLC which is the heart of Hydro Generators.

Line Item	Explanation
252-252-000-818-013 – Contractual Services/Hydro Station	Associated cost for services routinely used by the department for operations or maintenance activities. Onsite Confined Space Team, safety inspection for the crane and port-a-john rental costs associated to this line item. This remains unchanged from last year.
252-252-000-850-000 - Telephone	Cost related for communication lines for the Hydro Station and cell service for the water quality stations deployed as part of the operation plan for the department. Cost will increase in 2019 by \$400 with adding 1 cell service.
252-252-000-867-000 – Gas & Oil	Cover cost related to fuel used by the department in equipment and vehicle. In 2014 the department was issued a department truck. This will be the 5 th budget year for this line item. A usage history has been established and for 2019 a decrease is being recommended.
252-252-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director. An increase is budgeted due to the addition of the new f/t operator position.
252-252-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.

Line Item	Explanation
252-252-000-917-000 – Workers Comp Insurance	Figures provided by the Accounting Director.
252-252-000-915-000 – Insurance and Bonds	Figures provided by the Accounting Director.
252-252-000-920-017 – Utilities-Hydro	Cost related in heating powerhouse in winter months. Also, accounting for an increase in usage due to a new natural gas standby generator. The amount proposed is an increase of \$200.
252-252-000-930-000 – Repairs Maintenance-Machinery	Accounts for cost related repairing and maintaining the equipment related to generating electricity. The amount is unchanged for 2019.
252-252-000-930-001 – Repairs/Maint Hydro Infrastructure	Cost related to maintaining the Hydro Station structure-powerhouse and dam. Activities include concrete repairs to spalling concrete and general repairs. The cost proposed for 2019 is \$60,000 which is primarily to cover concrete repairs.
252-252-000-931-013 – Repairs & Maint-Other Dams	Cost associated in maintaining Sargent Charles Dam. For 2019, it is recommended that funds be used to repair the discharge pipe wing walls.
252-252-000-943-000 – MotorPool Lease/Maintenance	Cost associated with the lease of department issued vehicle. Figures provided by the Accounting Director.
252-252-000-956-000 - Miscellaneous	Cover cost for bank fees associated with the DTE Escrow Fund and small expenses. This amount will be \$1,000 higher in 2019 for equipment for dept. vehicle.

Line Item	Explanation
252-252-000-956-009 – City Share/Hydro Station	Expected amount that the Twp. will have to pay the City (10% gross of DTE revenue) from a judgment when JYRO was dissolved.
252-252-000-956-019 – Hydro-Fish Study-Escrow Expense	Expected amount that the Twp. will have to put into Fish Escrow for future fish enhancement. This required by the FERC License agreement.
252-252-000-956-025 – Licenses and Fees/FERC	Annual fee assessed by the Federal Energy Regulatory Commission. Cost varies each year; propose the same amount as last year.
252-252-000-976-000 – Capital Outlay-New Equipment	Requesting \$10,000 to replace the aging water quality and weather data collection equipment. This system was installed around 2003 when Dr. Lehman was studying the lake.
252-252-000-977-000 - Equipment	No funds requested in 2019.

8/23/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 252 - HYDRO STATION FUND							
Dept 000.000							
252-000.000-641.003	FORD LAKE HYDRO STATION	400,255	447,721	389,000	389,000	419,355	400,000
252-000.000-664.001	INTEREST EARNED	577	3,247	500	500	6,690	2,000
252-000.000-694.001	OTHER INCOME-MISCELLANEOUS	0	60	0	0	13,340	0
252-000.000-694.004	MISC REVENUE - INSURANCE REIM	300	304	0	0	235	0
252-000.000-697.000	TRANSFER IN: GENERAL FUND	0	0	0	0	0	79,000
252-000.000-697.007	TRANSFER IN: ENVIRO CLEANUP	78,635	11,784	0	0	0	0
252-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	214,775	264,403	0	0
NET OF REVENUES/APPROPRIATIONS - 000.000 -		479,767	463,116	604,275	653,903	439,620	481,000

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 252.000 - HYDRO STATION: FORD LAKE							
252-252.000-706.000	SALARY - PERMANENT WAGES	57,192	57,820	57,828	59,563	51,545	105,030
252-252.000-707.000	SALARY - TEMPORARY/SEASONAL	12,939	17,150	24,804	24,804	22,293	15,000
252-252.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	0	0	890	890	916	0
252-252.000-709.000	REG OVERTIME	8,197	5,472	4,000	11,500	7,972	4,000
252-252.000-715.000	F.I.C.A./MEDICARE	5,058	4,933	5,158	6,391	5,543	8,559
252-252.000-719.000	HEALTH INSURANCE	18,637	18,600	20,471	20,471	20,429	50,011
252-252.000-719.001	SICK AND ACCIDENT	427	479	479	479	459	748
252-252.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(1,800)	(1,800)	(1,800)	(1,800)	(1,575)	(3,600)
252-252.000-719.015	DENTAL BENEFITS	1,417	1,417	1,332	1,332	1,332	2,665
252-252.000-719.016	VISION BENEFITS	241	257	257	257	245	590
252-252.000-719.020	HEALTH CARE DEDUCTION	3,391	7,482	5,775	5,775	780	11,830
252-252.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	92	90	90	90	70	180
252-252.000-720.000	LIFE INSURANCE	198	198	198	198	208	454
252-252.000-723.000	DEFERRED COMPENSATION EMPLOYE	167	221	322	322	144	195
252-252.000-727.000	OFFICE SUPPLIES	150	241	350	350	190	350
252-252.000-730.000	POSTAGE	7	113	100	100	28	100
252-252.000-740.000	OPERATING SUPPLIES	140	68	400	400	134	300
252-252.000-741.000	BOOT REIMB & UNIFORMS PURCHASE	550	601	850	850	710	850
252-252.000-776.000	MAINTENANCE SUPPLIES	8,170	8,814	9,050	9,050	7,061	9,050
252-252.000-801.000	PROFESSIONAL SERVICES	11,998	26,729	20,000	20,000	15,796	50,000
252-252.000-818.013	CONTRACTUAL SERVICES/HYDRO ST	3,870	5,148	7,500	7,500	2,539	7,500
252-252.000-850.000	TELEPHONE	45,536	587	1,000	1,275	1,188	1,400
252-252.000-867.000	GAS & OIL	2,211	2,317	3,300	3,300	2,664	2,400
252-252.000-876.000	RETIREMENT/MERS	8,481	11,065	11,064	11,064	10,142	17,254
252-252.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	0	0	1,300
252-252.000-915.000	INSURANCE AND BONDS	2,214	2,322	2,448	2,448	2,061	2,351
252-252.000-917.000	WORKERS COMPENSATION INSURANC	1,727	1,506	1,569	1,569	1,391	1,578
252-252.000-920.017	UTILITIES - HYDRO	869	2,134	2,200	2,200	935	2,400
252-252.000-930.000	REPAIRS MAINTENANCE-MACHINERY	6,661	13,041	9,000	10,000	9,570	9,000
252-252.000-930.001	REPAIRS/MAINT HYDRO INFRASTRU	27,774	43,416	10,000	11,000	9,619	60,000
252-252.000-931.013	REPAIRS & MAINT - OTHER DAMS	149	0	150	150	0	10,000
252-252.000-939.031	MOTORPOOL-MISC REPAIR	0	0	0	0	0	2,000
252-252.000-943.000	MOTORPOOL LEASE/MAINTENANCE	6,000	6,000	6,000	6,018	5,518	5,879

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
252-252.000-956.000	MISCELLANEOUS	1,615	1,663	1,800	3,500	0	2,800
252-252.000-956.009	CITY SHARE/HYDRO STATION	40,025	44,772	38,890	46,390	41,936	40,000
252-252.000-956.019	HYDRO-FISH STUDY-ESCROW EXPEN	6,596	8,075	8,000	8,000	0	8,000
252-252.000-956.025	LICENSES AND FEES/FERC	2,934	2,235	3,800	3,800	2,831	3,800
252-252.000-971.100	CAPITAL OUTLAY - TYLER DAM PROJECT	78,635	11,784	0	0	0	0
252-252.000-976.000	CAPITAL OUTLAY NEW EQUIPMENT	131,601	0	18,000	11,025	7,385	10,000
252-252.000-977.000	EQUIPMENT	0	35,706	329,000	363,642	342,085	0
NET OF REVENUES/APPROPRIATIONS - 252.000 - HYDRO STATION: FORD		(494,069)	(340,656)	(604,275)	(653,903)	(574,144)	(443,974)
ESTIMATED REVENUES - FUND 252		479,767	463,116	604,275	653,903	439,620	481,000
APPROPRIATIONS - FUND 252		494,069	340,656	604,275	653,903	574,144	443,974
NET OF REVENUES/APPROPRIATIONS - FUND 252		(14,302)	122,460	0	0	(134,524)	37,026

NARRATIVE

Fund 266 – Law Enforcement

Revenues

Line Item	Explanation
266-000-000-403-000 – Current Property Taxes	Estimated revenue from property taxes based on property value and millage rate. The total millage rate is 5.95 mills for law enforcement services including police protection, ordinance enforcement and community/neighborhood engagement services. Projected revenue is estimated to be \$7.59 million which is an 8% increase from 2018.
266-000-000-403-001 – ESA Reimbursement Operating	This line item reflects the reimbursement for ESA (Essential Services Assessment) for personal property due to loss attributed to the small business tax payer exemption and eligible manufacturing personal property. The reimbursement is calculated by the State of Michigan and is received in February. Since the amount expected in 2019 is minimal, nothing has been budgeted in this line item.
266-000-000-405-000 – In Lieu of Taxes	Revenue collected pursuant to municipal services agreements and payments in lieu of taxes agreements.
266-000-000-574-001 – State Revenue-Liquor Enforcement	Annual payment from the State of Michigan derived from fees they collect from liquor license holders. The funds have a restricted use to enforce Michigan Liquor Control Commission rules and regulations. No change.
266-000-000-607-270 – Charge for Serv-Liquor Inspec	Fees collected from bars and restaurants for annual liquor license renewal.

Line Item	Explanation
266-000-000-699-000 – Appropriated Prior Year Balance	Prior years' millage revenue transferred from Fund Balance to meet current year operating expenses.

Expenditures

Line Item	Explanation
266-301-000-705-000 – Salary-Supervision	Salary for the Police Services/OCS Director and 25% of salary for the OCS Executive Coordinator. The executive coordinator provides administrative support for all departments and programs under the OCS umbrella, including Police Services and the Ordinance Dept. Per Resolution No. 2018-17, these salaries were determined for 2018 and it is recommended that they be increased by 3% in 2019, the same as the Teamster contract. Therefore, this line item has been increased.
266-301-000-706-000 – Salary – Permanent Wages	This line item includes the wages of one (1) part-time custodian and one (1) new full-time custodian, split 50/50 with 101.265. The amount has been increased to include the wages for the new position.
266-301-000-708-009 – Auto Allowance	Automobile allowance for the Police Services/OCS Director. No change.
266-301-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
266-301-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
266-301-000-719-000 – Health Insurance	This line item has been increased to reflect 50% of the health care coverage for the new full-time custodian position.
266-301-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.

Line Item	Explanation
266-301-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received. The budgeted amount is greater than 10% due to the new full-time custodian position.
266-301-000-719-016 – Vision Benefits	We will not receive our vision insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received. The budgeted amount is greater than 10% due to the new full-time custodian position.
266-301-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
266-301-000-719-021 – Admin Fee – Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. The amount budgeted has been reduced due to an employee in the department opting out of receiving health care for 2019.
266-301-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
266-301-000-727-000 – Office Supplies	Expenses for office supplies for the Police Services Administrator position. No change.
266-301-000-730-000 - Postage	Postage expenses for police services operations including neighborhood watch mailings. The budget is increased based on 2018 actual expenses.

Line Item	Explanation
266-301-000-740-000 – Operating Supplies	Operating supplies for police services including neighborhood watch street signs and first responder maps. No change.
266-301-000-800-001 – Administration Fees	Internal cost allocation charged to police services for township office space, technology, equipment and accounting services for staff funded within this cost center. Figures provided by the Accounting Director.
266-301-000-831-000 – Sheriff Patrol Contract	This line is used to fund the police services contract with Washtenaw County and the Sheriff's Office for 38 Police Service Units (PSU) to provide full time patrol response services, traffic enforcement and proactive investigative services. Each PSU includes wages and fringe benefits for one sheriff's deputy; prorated wages and fringe benefits for shift supervision at a rate of one sergeant per 7.5 deputies; prorated wages and fringe benefits for an operational lieutenant at a rate of one lieutenant per 45 deputies; vehicle and fleet maintenance costs; Metro Dispatch costs; computer and technology costs; insurance and legal liability costs, etc. At full staffing, the contract for 38 PSU's provides deployment of 45 sworn officers in Ypsilanti Township, civilian support staff, detective bureau services, community engagement programs, and support team services including SWAT, CNT, computer forensics and K-9 services. The contract expense is increased 1.5% at a price of \$163,060 per PSU.
266-301-000-831-001 – Sheriff Patrol-Overtime	Regular and special deputy overtime for shift extensions, backfilling of sick calls and vacations, special investigations and off-duty court attendance. Patrol shift overtime is pre-authorized to maintain minimum staffing levels on all shifts. The overtime budget is decreased 12% based on current expenses and trends.

Line Item	Explanation
266-301-000-831-005 – Community Service – Sheriff Dept	Expenses to fund a Youth Employment & Community Beautification program that employs youth to perform community benefit work such as roadside litter pickup, paint and maintenance projects, and park planting projects. Youth are supervised and mentored by police officers. Slight increase for inflationary adjustment.
266-301-000-831-007 – Liquor Inspection Expenditure	Wages paid to youth/student decoys for underage liquor sales enforcement.
266-301-000-831-008 – Sheriff Patrol-Schl Collb Ctr	Contract costs for two School Resource Officers (SRO) during summer collaborations with Lincoln Consolidated Schools and Ypsilanti Community Schools. SRO's are re-assigned to Ypsilanti Township during summer months when school is out of session, focusing on youth engagement in neighborhoods. The summer assignment is budgeted for 12 weeks, however may vary. There is a PSU cost increase of 1.5%.
266-301-000-831-010 – Public Nuisance Abatement	Funds allocated for special investigations conducted by the sheriff's office Community Action Team to address violent crime and narcotics trafficking in neighborhoods. No change.
266-301-000-831-012 – Animal Control Enforcement Cont.	Funds allocated to Washtenaw County to support the county's animal control contract with the Humane Society of Huron Valley. No change.
266-301-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
266-301-000-876-003 – OPEB Funding-Retiree Health	Figures provided by the Accounting Director.

Line Item	Explanation
266-301-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
266-301-000-913-000 – Insurance & Bonds Fleet	Figures provided by the Accounting Director.
266-301-000-917-000 – Workers Compensation Insurance	Figures provided by the Accounting Director.
266-301-000-920-015 – Utilities/1405 Holmes Road	Expenses for utility services at the Holmes Rd police substation. The substation is used by the Washtenaw County Sheriff's Office and as meeting space for neighborhood watch. 11% increase budgeted based on actual expense after the station was renovated for increased use.
266-301-000-920-016 – Utilities/2057 Tyler Police	Expenses for utility services at the West Willow Community Resource Center (CRC) at 2057 Tyler Rd. The center is used by the New West Willow Neighborhood Association for meetings, youth recreation programs, and a community garden. No change.
266-301-000-920-019 – Utilities – 1501 S. Huron Station	Expenses for utility services at the Law Enforcement Center (LEC) that houses Washtenaw County sheriff's deputies, shift sergeants, operational lieutenant, civilian support personnel and K-9 Teams. In addition, the U.S. Marshal's Detroit Fugitive Apprehension Team (DFAT) maintains an office at the LEC. It is also used by the Michigan State Police, the Michigan Department of Corrections, and members of the county Metro SWAT/CNT teams. No change.

Line Item	Explanation
266-301-000-931-011 – Building Maintenance/1405 Holmes	Expenses for maintenance of the Holmes Rd police substation. 50% increase from the 2018 original budget due to increased use of the substation after 2018 renovations.
266-301-000-931-012 – Building Maintenance/2057 Tyler	Expenses for maintenance of the West Willow Community Resource Center (CRC) at 2057 Tyler Rd. The center is used by the New West Willow Neighborhood Association for meetings, youth recreation programs, and a community garden. No change.
266-301-000-931-015 – Building Maintenance/1501S. Huron	Expenses for maintenance of the Law Enforcement Center (LEC) that houses Washtenaw County sheriff's deputies, shift sergeants, operational lieutenant, civilian support personnel and K-9 Teams. In addition, the U.S. Marshal's Detroit Fugitive Apprehension Team (DFAT) maintains an office at the LEC. It is also used by the Michigan State Police, the Michigan Department of Corrections, and members of the county Metro SWAT/CNT teams. No change.
266-301-000-933-000 – Equipment Maintenance	Expenses to maintain township owned police equipment including motor carrier truck scales, traffic analysis devices, Radar Sign speed display units. No change.
266-301-000-933-020 – Public Camera Maintenance	Operating expenses to maintain public surveillance cameras that are installed at select locations as a police investigative resource not included in a neighborhood special assessment district. No change.
266-301-000-942-000 – Lease-Motorpool	Expenses to rent vehicles for use by the sheriff's Community Action Team. 50% increase based on 2018 actual expenses and projected future demand.

Line Item	Explanation
266-301-000-958-000 – Membership and Dues	Expense for a subscription membership to an online research service for investigative use. No change.
266-301-000-968-100 – Trans to General for LEC Bldg	Money transferred to the General Fund to reimburse the cost of renovation of the Law Enforcement Center at 1501 S. Huron St.
266-301-000-977-000 - Equipment	Funds allocated to purchase or replace Township owned equipment for police services, such as digital cameras and radar units, as well as public surveillance cameras not included in a special assessment district. 20% reduction.

Ordinance Department

Expenditures

Line Item	Explanation
266-304-000-705-000 – Salary-Supervision	This line item reflects 25% of the OCS Executive Coordinator’s salary. The executive coordinator provides administrative oversight for departments and programs under the OCS umbrella including Ordinance, and directly supervises ordinance clerical staff. Per Resolution No. 2018-17, this salary was determined for 2018 and it is recommended that it be increased by 3% in 2019, the same as the Teamster contract.
266-304-000-706-000 – Salary-Permanent Wages	Salary for two (2) Ordinance Administrators, one (1) Floater II/Clerk III position, and 25% of salary for three (3) Ordinance Enforcement Assistants in Fund 248. Salary and wages are determined by labor contracts with the AFSCME and Teamsters unions. An increase is budgeted due to the three (3) Ordinance Enforcement Assistants being budgeted 25% in this budget in 2019.
266-304-000-706-012 – Salary-Neighborhood Watch	Salary for one (1) Community Engagement Specialist who reports directly to the Township Supervisor. This employee coordinates and administers neighborhood watch and other community engagement services. The salary is established in the Teamster labor contract.

Line Item	Explanation
266-304-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
266-304-000-709-000 – Regular Overtime	Wage expenses for special code enforcement projects and focused neighborhood enforcement performed outside of regular work hours. No change.
266-304-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
266-304-000-719-000 – Health Insurance	We will not receive our health insurance rates for 2019 until September. At this time, we are estimating a 15% increase. This amount will be adjusted once rates are received. In 2018, we budgeted for one (1) 2-person coverage and one (1) family coverage. In 2019, it has been changed to one (1) family coverage, 25% 2-person and 25% single coverage. The amount has been reduced to reflect these changes.
266-304-000-719-001 – Sick & Accident	Figures provided by the Accounting Director and Human Resources. The amount has been increased due to the new full-time custodial position.
266-304-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A decrease has been budgeted due to recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn't pay the same amount as those receiving family coverage.

Line Item	Explanation
266-304-000-719-015 – Dental Benefits	We will not receive our dental insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received. A higher increase is budgeted due to the three (3) Ordinance Enforcement Assistants (25% of each) and the new full-time custodial position being budgeted in 2019.
266-304-000-719-016 – Vision Benefits	We will not receive our vision insurance rates for 2019 until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received. A higher increase is budgeted due to the three (3) Ordinance Enforcement Assistants (25% of each) and the new full-time custodial position being budgeted in 2019.
266-304-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. In 2018, we budgeted for one (1) 2-person coverage and one (1) family coverage. In 2019, it has been changed to one (1) family coverage, 25% 2-person and 25% single coverage. The amount has been reduced to reflect these changes.
266-304-000-719-021 – Admin Fee-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. In 2018, we budgeted for one (1) 2-person coverage and one (1) family coverage. In 2019, it has been changed to one (1) family coverage, 25% 2-person and 25% single coverage. The amount has been reduced to reflect these changes.

Line Item	Explanation
266-304-000-720-000 – Life Insurance	We will not receive our renewal rates for life insurance until later this year. At this time, we are estimating a 10% increase. This amount will be adjusted once rates are received. A higher increase is budgeted due to the three (3) Ordinance Enforcement Assistants (25% of each) and the new full-time custodial position being budgeted in 2019.
266-304-000-727-000 – Office Supplies	Expenses for office supplies such as envelopes, pens, portable printer ink, etc. No change.
266-304-000-730-000 - Postage	Postage expenses for Ordinance Dept. operations. No change.
266-304-000-740-000 – Operating Supplies	Operating supplies for the Ordinance Dept. such as batteries, digital media, software, inspection tools and supplies. No change.
266-304-000-741-001 – Uniforms-New & Badges	Expenses for new and replacement uniform boots and clothing for Ordinance Officers. No change.
266-304-000-860-000 – Travel	Reimbursement for business use of personal vehicle for the Community Engagement Specialist position. The budget is increased based on 2018 actual & 2019 projected expenses.
266-304-000-867-000 – Gas & Oil	Fuel and oil expenses for vehicles assigned to the Ordinance Dept. 17% increase budgeted based on 2018 actual expenses.
266-304-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.

Line Item	Explanation
266-304-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
266-304-000-943-000 – Motorpool Lease/Maintenance	Figures provided by the Accounting Director.

8/23/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 266 - LAW ENFORCEMENT FUND							
Dept 000.000							
266-000.000-403.000	CURRENT PROPERTY TAXES	6,689,203	6,730,059	7,025,959	7,025,959	6,973,119	7,592,571
266-000.000-403.001	ESA REIMBURSEMENT OP	0	62,513	0	0	7,860	0
266-000.000-403.002	CUR PROPERTY TAX ADJUSTMENTS	45,088	2,191	0	0	0	0
266-000.000-405.000	IN LIEU OF TAXES	12,036	11,805	11,805	11,805	11,791	11,805
266-000.000-417.000	DELINQUENT PERS.PROPERTY TAXE	7,626	7,769	0	0	0	0
266-000.000-574.001	STATE REVENUE-LIQUOR ENFORCMN	23,723	23,979	23,000	23,000	23,888	23,000
266-000.000-607.270	LIQUOR INSPECT - CHG FOR SERVICES	1,450	1,500	1,000	1,000	1,400	1,200
266-000.000-664.001	INTEREST EARNED	4,286	25,026	0	0	51,299	35,000
266-000.000-694.001	OTHER INCOME-MISCELLANEOUS	600	1,023	0	0	200	0
266-000.000-694.004	MISC REVENUE - INSURANCE REIM	550	556	0	0	431	0
266-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	207,464	229,201	0	0
NET OF REVENUES/APPROPRIATIONS - 000.000 -		6,784,562	6,866,421	7,269,228	7,290,965	7,069,988	7,663,576

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 301.000 - SHERIFF SERVICES							
266-301.000-705.000	SALARY - SUPERVISION	100,075	101,172	101,187	104,223	90,193	107,349
266-301.000-706.000	SALARY - PERMANENT WAGES	17,519	17,634	17,399	23,260	15,691	35,901
266-301.000-706.013	GIS SERVICE	460	0	0	0	0	0
266-301.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	2,346	2,381	1,557	5,567	5,566	0
266-301.000-708.009	AUTO ALLOWANCE	6,000	6,250	6,000	6,000	5,250	6,000
266-301.000-708.010	HEALTH INS BUYOUT	3,750	3,750	3,750	3,750	1,875	3,750
266-301.000-709.000	REG OVERTIME	0	202	0	0	0	0
266-301.000-715.000	F.I.C.A./MEDICARE	9,795	9,972	10,000	10,988	8,968	11,704
266-301.000-719.000	HEALTH INSURANCE	0	0	0	240	0	8,336
266-301.000-719.001	SICK AND ACCIDENT	534	599	599	610	574	842
266-301.000-719.003	EMPLOYEE PAID HEALTH CONTRA	0	0	0	0	0	(600)
266-301.000-719.015	DENTAL BENEFITS	1,614	1,614	1,518	1,518	1,518	2,079
266-301.000-719.016	VISION BENEFITS	241	282	299	307	286	443
266-301.000-719.020	HEALTH CARE DEDUCTION	0	0	0	5,775	0	2,975
266-301.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	92	90	0	100	70	180
266-301.000-720.000	LIFE INSURANCE	247	247	248	256	260	510
266-301.000-727.000	OFFICE SUPPLIES	103	0	500	500	104	500
266-301.000-730.000	POSTAGE	8,923	0	5,000	5,000	3,989	7,000
266-301.000-740.000	OPERATING SUPPLIES	1,325	103	5,000	5,000	382	5,000
266-301.000-800.001	ADMINISTRATION FEES	27,369	28,037	27,878	27,878	25,555	37,711
266-301.000-830.004	COMMUNITY WORK PROGRAM	0	0	0	0	0	80,000
266-301.000-831.000	SHERIFF PATROL CONTRACT	5,484,815	5,536,583	5,944,055	5,944,055	5,154,188	6,104,700
266-301.000-831.001	SHERIFF PATROL - OVERTIME	354,592	403,993	400,000	388,395	211,089	350,000
266-301.000-831.005	COMMUNITY SERVICE- SHERIFF DEPT	4,058	22,760	27,000	27,000	0	0
266-301.000-831.007	LIQUOR INSPECTION EXPENDITURE	0	0	3,000	3,000	0	2,000
266-301.000-831.008	SHERIFF PATROL-SCHL COLLB CTR	58,386	55,510	68,000	46,500	46,156	74,150
266-301.000-831.010	PUBLIC NUISANCE ABATEMENT	3,345	2,000	3,000	3,000	0	3,000
266-301.000-831.012	ANIMAL CONTROL ENFORCEMENT CONTRIB	30,000	45,000	45,000	45,000	0	45,000
266-301.000-876.000	RETIREMENT/MERS	10,600	13,848	13,830	14,112	12,606	20,603
266-301.000-876.003	OPEB FUNDING- RETIREE HEALTH	33,782	51,401	49,230	49,230	49,230	40,879
266-301.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	50	0	1,300
266-301.000-913.000	INSURANCE & BONDS FLEET	4,059	4,257	4,488	4,488	3,776	4,309
266-301.000-917.000	WORKERS COMPENSATION INSURANC	4,387	3,831	3,953	3,953	3,499	3,976
266-301.000-920.015	UTILITIES/ 1405 HOLMES RD	6,561	8,300	9,000	9,000	5,377	10,000
266-301.000-920.016	UTILITIES/2057 TYLER POLICE	1,627	2,428	3,000	3,000	1,305	3,000
266-301.000-920.019	UTILITIES 1501 S HURON STATIO	19,442	26,615	25,000	25,000	19,330	25,000
266-301.000-931.011	BLDG MAINT/1405 HOLMES	2,299	3,477	5,000	28,500	27,549	7,500

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
266-301.000-931.012	BLDG MAINT/2057 TYLER RD	1,751	3,345	4,000	4,000	1,626	4,000
266-301.000-931.015	BLDG MAINT - 1501 S HURON STA	19,048	12,321	25,000	43,000	23,822	25,000
266-301.000-933.000	EQUIPMENT MAINTENANCE	496	1,922	5,000	0	0	5,000
266-301.000-933.020	PUBLIC CAMERA MAINTENANCE	560	680	10,000	10,000	334	10,000
266-301.000-942.000	LEASE - MOTORPOOL	2,666	2,804	2,000	2,000	2,015	3,000
266-301.000-958.000	MEMBERSHIP AND DUES	775	870	1,500	1,500	900	1,500
266-301.000-968.100	TRANS TO GENERAL FOR LEC BLDG	0	181,865	50,000	50,000	41,667	181,865
266-301.000-977.000	EQUIPMENT	8,310	12,384	25,000	10,000	7,610	20,000
NET OF REVENUES/APPROPRIATIONS - 301.000 - SHERIFF SERVICES		(6,231,952)	(6,568,527)	(6,906,991)	(6,915,755)	(5,772,360)	(7,255,462)

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 304.000 - ORDINANCE							
266-304.000-705.000	SALARY - SUPERVISION	15,284	15,452	15,453	15,907	13,775	16,395
266-304.000-706.000	SALARY - PERMANENT WAGES	138,480	134,969	148,573	153,438	133,850	190,661
266-304.000-706.012	WAGES-NEIGHBRD WATCH/ENFORCEM	9,808	19,008	43,680	44,166	32,127	42,848
266-304.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	6,199	5,361	3,195	7,192	5,131	0
266-304.000-708.010	HEALTH INS BUYOUT	5,250	5,465	3,750	3,750	7,125	7,500
266-304.000-709.000	REG OVERTIME	0	562	2,500	2,500	254	2,500
266-304.000-715.000	F.I.C.A./MEDICARE	12,757	14,174	16,421	17,249	14,480	19,692
266-304.000-719.000	HEALTH INSURANCE	26,713	19,145	61,413	61,413	29,452	57,096
266-304.000-719.001	SICK AND ACCIDENT	1,195	1,125	2,035	2,035	1,598	1,870
266-304.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(2,635)	(2,700)	(5,400)	(5,400)	(2,100)	(4,050)
266-304.000-719.015	DENTAL BENEFITS	3,166	2,891	4,554	4,554	3,777	5,519
266-304.000-719.016	VISION BENEFITS	515	581	898	898	707	1,156
266-304.000-719.020	HEALTH CARE DEDUCTION	10,166	8,483	17,325	17,325	7,284	13,318
266-304.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	183	144	270	270	105	225
266-304.000-720.000	LIFE INSURANCE	643	333	921	921	738	1,130
266-304.000-723.000	DEFERRED COMPENSATION EMPLOYE	238	0	0	0	0	0
266-304.000-727.000	OFFICE SUPPLIES	42	243	300	300	152	300
266-304.000-730.000	POSTAGE	355	1,164	500	500	310	500
266-304.000-740.000	OPERATING SUPPLIES	792	772	1,000	1,000	604	1,000
266-304.000-741.001	UNIFORMS-NEW AND BADGES	898	0	1,000	1,000	649	1,000
266-304.000-860.000	TRAVEL	671	526	1,000	1,000	648	1,700
266-304.000-867.000	GAS & OIL	2,929	2,482	3,300	3,300	3,149	4,000
266-304.000-876.000	RETIREMENT/MERS	21,045	26,930	29,549	29,742	19,166	27,605
266-304.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	1,150	1,001	2,925
266-304.000-939.031	MOTORPOOL-MISC REPAIR	0	0	0	1,000	948	5,000
266-304.000-943.000	MOTORPOOL LEASE/MAINTENANCE	10,000	10,000	10,000	10,000	9,167	5,354
NET OF REVENUES/APPROPRIATIONS - 304.000 - ORDINANCE		(264,694)	(267,110)	(362,237)	(375,210)	(284,097)	(405,244)
ESTIMATED REVENUES - FUND 266		6,784,562	6,866,421	7,269,228	7,290,965	7,069,988	7,663,576
APPROPRIATIONS - FUND 266		6,496,646	6,835,637	7,269,228	7,290,965	6,056,457	7,660,706
NET OF REVENUES/APPROPRIATIONS - FUND 266		287,916	30,784	0	0	1,013,531	2,870

2019 BUDGET NARRATIVE

Fund 398 – 2013 Bonds (General Obligation Bonds)

Revenues

Line Item	Explanation
398-000-000-581-250 – Transfer In: LDFA Fund	This line item reflects the amount transferred from the LDFA Fund to refund the Improvement Bonds, Series 2006 dated June 6, 2013. From the original amount of \$3,200,000, our current balance will be \$2,250,000 on 12/31/18 and \$2,070,000 on 12/31/2019.
398-000-000-664-001 – Interest Earned	This line item reflects interest earned.
398-000-000-699-000 – Appropriated Prior Year Balance	This line item reflects the amount needed from fund balance.

Expenditures

Line Item	Explanation
398-991-000-991-020 – Debt Repayment-Bonds/Seaver	This line item reflects our bond payment.
398-991-000-991-021 – Debt Interest-Bonds/Seaver	This line item reflects the interest payment on the bond.
398-991-000-991-023 – Bond Cost of Issuance	This line item reflects the cost of issuing bond. We need to add \$2,000 for Standard & Poor's Annual Surveillance fee. The prior year's fee was in Fund 397, which was paid off.

11/14/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 398 - DEBT 2006 BOND FUND							
Dept 000.000							
398-000.000-581.250	TRANSFER IN: FROM LDFA FUND	229,760	217,026	120,609	120,609	119,415	225,270
398-000.000-664.001	INTEREST EARNED	49	120	0	0	3,032	1,000
398-000.000-697.498	TRANSFER IN: CAP FUND SEAVER	0	7,714	331,085	331,085	331,156	0
398-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	0	0	0	8,570
NET OF REVENUES/APPROPRIATIONS - 000.000 -		229,809	224,860	451,694	451,694	453,603	234,840
Dept 991.000 - DEBT SERVICES							
398-991.000-991.020	DEBT REPAYMENT- BONDS-SEAVER	165,000	170,000	175,000	175,000	175,000	180,000
398-991.000-991.021	DEBT INTEREST BONDS-SEAVER	64,260	60,240	56,100	56,100	56,100	51,840
398-991.000-991.023	BOND COST OF ISSUANCE	250	250	500	500	450	3,000
NET OF REVENUES/APPROPRIATIONS - 991.000 - DEBT SERVICES		(229,510)	(230,490)	(231,600)	(231,600)	(231,550)	(234,840)
ESTIMATED REVENUES - FUND 398		229,809	224,860	451,694	451,694	453,603	234,840
APPROPRIATIONS - FUND 398		229,510	230,490	231,600	231,600	231,550	234,840
NET OF REVENUES/APPROPRIATIONS - FUND 398		299	(5,630)	220,094	220,094	222,053	0

2019 BUDGET NARRATIVE

Fund 498 – Capital Improvement Fund – Seaver Farm Infrastructure

FUND CLOSED – FUNDS TRANSFERRED TO FUND 398 IN 2018

Revenues

Line Item	Explanation
498-000-000-699-000 – Appropriated Prior Year Balance	Closed fund – all funds transferred to Fund 398, Series B General Obligation Bonds in 2018.

11/14/18

Reviewed 11/28/18

NARRATIVE

Fund 584 – Golf Course

Revenues

Line Item	Explanation
584-000-000-650-000 – Sales Merchandise Pro Shop	This line item reflects revenue received from the sale of merchandise sold in the golf shop. Sales of merchandise and sales of food and beverage are split into two general ledger numbers in order to track sales more efficiently. The recommended budget amount has been increased to \$23,000 for 2019.
584-000-000-650-005 – Sales Food and Beverage	This line items reflects revenue received from the sale of food and beverage sold in the golf shop. Sales of merchandise and sales of food and beverage are split into two general ledger numbers in order to track sales more efficiently. The recommended budget amount has been increased to \$30,000 for 2019.
584-000-000-651-001 – Use & Admission Fee-18 Holes	This line item reflects revenue received from 18-hole play. It is recommended that the budget be increased to \$200,000 for 2019.
584-000-000-651-002 – Use & Admission Fee-9 Holes	This line item reflects revenue received from 9-hole play. It is recommended that the budget increase to \$55,000 for 2019.

Line Item	Explanation
584-000-000-651-003 – Use & Admission Fee-Leagues	This line item reflects revenue from League play. It is recommended that the budget be decreased to \$32,000 for 2019.
584-000-000-651-004 – Gift Cards and Coupons	This line item reflects revenue received from gift cards and coupons outstanding at year end. It is recommended that the budget of \$500 stays the same for the 2019 season.
584-000-000-651-005 – Use & Admission Fee-Seas Pass	This line item reflects revenue from the sale of seasonal membership passes. Due to a vast majority of Season Pass Holders being 5 days and a loss of 7 day memberships, it is recommended that the budget be reduced to \$38,000 for 2019.
584-000-000-664-001 – Interest Earned	This line item reflects interest earned on funds deposited at various banks.
584-000-000-667-004 – Equipment Rentals-Carts	This line item reflects revenue received from the rental of golf carts. Based on what has been collected in 2018, it is recommended that this budget be increased to \$133,000 for 2019.
584-000-000-667-005 – Golf Cart Storage Rental	This line item reflects revenue received from the storage of personal golf carts. Due to this being a grandfathered clause, only 7 personal carts and one cart off site still remain. It is recommended that the budget be increased to \$2,100 for 2019.

Line Item	Explanation
584-000-000-694-001 – Other Income-Miscellaneous	This line item reflects revenues received from one-time deposits, including advertising fees collected for ads on scorecards and special revenues that do not have a designated line item.
584-000-000-697-212 – Transfer In: From BSR II Fund	This line item reflects funds needed from Fund 212-BSR II. An increase is requested due to increasing costs and a large depreciation expense from finalizing the cart path project.
584-000-000-699-000 – Appropriated Prior Year Balance	This line item reflects the amount needed from Fund Balance.

Expenditures

Line Item	Explanation
584-584-000-702-001 – Salaries-Greenskeeper	This line item is used for the salary of the Golf Course Superintendent. Resolution No. 2018-17 set the salary for this position at \$79,791. It is recommended that it be increased by 3% in 2019, the same as the Teamster contract.
584-584-000-702-002 – Salaries-Golf Operations Director	This line item is used for the salary of the Golf Operations Director. Resolution No. 2018-17 set the salary for this position at \$49,440. It is recommended that it be increased by 3% in 2019, the same as the Teamster contract.
584-584-000-706-000 – Salary-Permanent Wages	This line item is used for the salary of the Assistant to the Golf Course Superintendent. Resolution No. 2018-17 set the salary for the Assistant at \$31,462. It is recommended that it be increased by 3% in 2019, the same as the Teamster contract.
584-584-000-706-008 – Salary-Wages Pro Shop Assistant	This line item is used for the salary of the Assistant to the Golf Operations Director. The 2018 salary is set at \$31,065. It is recommended that it be increased by 3% in 2019, the same as the Teamster contract.
584-584-000-707-001 – Wages-Temporary Maintenance	This line item is used for the employment of seasonal employees who work on the maintenance of the golf course. It is recommended that it remain at \$50,000 for 2019.

Line Item	Explanation
584-584-000-707-002 – Wages-Temporary Pro Shop	This line item is used for seasonal employees who work in the golf shop. It is recommended that it remain at \$30,000 for 2019.
584-584-000-708-010 – Health Insurance Buy Out	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
584-584-000-709-000 – Regular Overtime	This line item reflects overtime costs for the Assistant Director of Golf Position and Assistant Superintendent position. It is recommended that approximately 300 hours of overtime be budgeted to be used on an as needed basis during the busier months of May through September. During the rest of the season no more than 40 hours per week is expected.
584-584-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
584-584-000-719-000 – Health Insurance	Our rates for 2019 increased by 22.4%. We have two (2) family and one (1) 1 single coverages. Figures provided by Human Resources.
584-584-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$373.84/year for each non-fire department employee. This is almost \$100 less than last year. Figures provided by Human Resources.
584-584-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A slight decrease has been budgeted. This is due to the recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn't pay the same amount as those receiving family coverage.

Line Item	Explanation
584-584-000-719-015 – Dental Benefits	Our dental insurance rates for 2019 increased by 10%. Figures provided by Human Resources.
584-584-000-719-016 – Vision Benefits	Our new 2019 rates for vision increased 15% for 2019. There have been no increase in rates since 2016. Figures provided by Human Resources.
584-584-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
584-584-000-719-021 – Admin Fees – Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits.
584-584-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. The increase is \$18 more than 2018. Figures provided by Human Resources.
584-584-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
584-584-000-724-001 – Unemployment Expense	Figures provided by the Accounting Director.
584-584-000-727-001 – Office Supplies Maintenance	This line item is used for office supplies in the maintenance area. It is recommended that the budget remain at \$100 for 2019.
584-584-000-727-002 – Office Supplies Pro Shop	This line items is used for office supplies in the pro shop. It is recommended that the budget remain at \$200 for 2019.

Line Item	Explanation
584-584-000-757-001 – Operating Supplies-Maintenance	This line item is used to purchase general operating supplies regarding the maintenance of the golf course. It is recommended that the budget remain at \$6,500 for 2019.
584-584-000-757-002 – Operating Supplies-Pro Shop	This line item is used for the purchase of operational supplies needed in the golf shop such as credit card processing supplies, miscellaneous food related equipment, thermal paper, score pencils, and employee uniforms. It is recommended that the budget remain at \$3,500 for 2019.
584-584-000-757-003 – Operating Supplies-Cart Rental	This line item covers the lease of the golf carts. The golf cart lease with PNC Equipment is a five-year lease which began May 2016 and ends October 2020. We pay 6 payments a year at \$7,022.07 monthly or \$42,132.42 annually. A monthly maintenance fee of \$603.75 for 6 months is also charged. We also have to pay personal property taxes. It is recommended that the budget be increased to \$55,257 for 2019 to cover the maintenance fee.
584-584-000-757-007 – Cost of Sales-Pro Shop	This line item is used for recording the cost of merchandise inventory after it is sold. We split the cost of inventory sold for food and beverage into two general ledger numbers in order to track our costs more efficiently. This is in correlation with the revenue for sales of merchandise. The net effect is the profit of goods sold. It is recommended to decrease this budget to \$15,000 for 2019.

Line Item	Explanation
584-584-000-757-008 – Cost of Sales-Food & Beverage	This line item is used for recording the cost of food & beverage inventory after it is sold. We split the cost of inventory sold for merchandise and food & beverage into two general ledger numbers in order to track our costs more efficiently. This is in correlation with the revenue for sales of food & beverage. The net effect is the profit of goods sold. It is recommended to decrease this budget to \$17,000 for 2019.
584-584-000-776-004 – Bldg Maint Supplies-Pro Shop	This line item is for the purchase of maintenance supplies for the golf shop. It is recommended that the budget remain at \$250 for 2019.
584-584-000-776-005 – Bldg Maint Supplies-Maintenance	This line item is for the purchase of maintenance supplies for the maintenance building. It is recommended that the budget remains at \$750 for 2019.
584-584-000-783-001 – Seed Planting-Fertilizer	This line item reflects the cost of fertilizer to be used on the golf course. It is recommended that the budget remains at \$26,000 for 2019.
584-584-000-783-002 – Seed Planting-Chemicals	This line item reflects the cost of planting chemicals to be used on the golf course. It is recommended that the budget remains the same at \$16,000 for 2019.
584-584-000-783-003 – Seed Planting-Top Soil	This line item reflects the cost of planting top soil to be used on the golf course. It is recommended that the budget remains the same as the 2018 Original Budget at \$4,500 for 2019.

Line Item	Explanation
584-584-000-783-004 – Tree Maintenance	This line item is used in the event that a tree either has fallen or needs to be taken down by professionals in order to prevent a danger to our staff. It is recommended that the budget be increased from the 2018 Original Budget to \$1,500 for 2019.
584-584-000-800-001 – Administration Fees	Figures provided by the Accounting Director.
584-584-000-801-000 – Professional Services	This line item is used for professional services including the alarm company, pest control, gutter cleaning, locksmith, etc. It is recommended that the budget remain at \$3,500 for 2019.
584-584-000-818-000 – Contractual Services	This line item is used to cover the costs of deep root aeration and back flow prevention. It is recommended that the budget remain at \$1,200 for 2019.
584-584-000-867-000 – Gas & Oil	This line item is used for gas and oil in the golf carts. Based on what has been spent thus far in 2018, it is recommended that the budget remain at \$7,000 for 2019.
584-584-000-867-100 – Gas & Oil-Other Equipment	This line item is used for gas and oil for the golf equipment. It is recommended that the budget remain at \$13,000 for 2019.
584-584-000-876-000 – Retirement/MERS	Our rates for employees hired before 1/1/14 is \$15,000 per employee and after 1/1/14 is 5.16% of wages. This is higher than the Annual Required Compensation and we will apply the extra to lower liability. Figures provided by the Accounting Director.

Line Item	Explanation
584-584-000-876.100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
584-584-000-900-000 – Publishing	This line item is used to cover the cost of scorecards and printed marketing materials. The golf director will try to secure sponsors to reduce the cost, however an amount of \$2,000 should be budgeted in the event that sponsors are not secured for 2019.
584-584-000-900-003 – Golf Course Advertising	This line item is for the advertisement of the golf course. It is recommended this line item remain at \$2,000 to purchase our booth at the Novi Golf Show and for the purchase of a professional display and marketing materials that promote the golf course.
584-584-000-914-000 – Insurance & Bonds Fire & Liab	Figures provided by the Accounting Director.
584-584-000-917-000 – Workers Compensation Insurance	Figures provided by the Accounting Director.
584-584-000-920-008 – Utilities-Maintenance Electric	This line item is used for electric service for the maintenance building at the golf course. It is recommended that the budget remain at \$13,000 for 2019.
584-584-000-920-009 – Utilities-Maintenance Heating	This line item is used for gas service in the maintenance building. It is recommended that the budget remain at the 2018 Original Budget of \$3,000 for 2019.

Line Item	Explanation
584-584-000-920-010 – Utilities-Maintenance Phone	This line item is used for phone service at the maintenance garage. It is recommended that the budget remain at \$700 for 2019.
584-584-000-920-011 – Utilities-Maintenance Water	Based on current spending it is recommended that this budget remain at \$1,000 for 2019.
584-584-000-920-013 – Utilities-Pro Shop	This line item is used for phone service and Comcast service in the golf shop. Based on what has been spent in past years, it is recommended that the budget remain at \$3,000 for 2019.
584-584-000-930-000 – Repairs Maintenance Machinery	This line item is used for repair and winter maintenance of machinery at the golf course. Due to the addition of new equipment it is recommended that the budget remain at the 2018 Original Budget amount of \$3,500 for 2019.
584-584-000-931-009 – Building Maintenance	This line item is used to cover the cost of maintenance at the golf course. It is recommended that the budget remain at \$500 for 2019.
584-584-000-931-010 – Building Maintenance Pro Shop	This line item is used to cover the cost of maintaining the golf shop. It is recommended that the budget remain at the 2018 Original Budget amount of \$2,000 for 2019.
584-584-000-933-000 – Equipment Maintenance	This line item is used to cover the cost of maintaining the golf course equipment. Due to older equipment needing repairs, it is recommended that the budget be increased to \$30,000 for 2019.
584-584-000-939-001 – Vehicle Maintenance	It is recommended that the budget remain at \$500 for 2019.

Line Item	Explanation
584-584-000-939-003 – Golf Cart Expense	This line item is used to cover the cost of repairs and supplies for the golf carts. It is recommended that the budget be increased to \$1,800 in 2019 to allow for repairs to the carts during the 4 th year of the cart lease.
584-584-000-943-000 – Motorpool Lease/Maintenance	This line item is used for motor pool lease charge for half purchase of trailer. Figures provided by the Accounting Director.
584-584-000-956-008 – Miscellaneous Expenses-Pro Shop	This line item is for incidental items occasionally needed. It is recommended that the budget remain at \$500 for 2019.
584-584-000-957-000 – Bank Charges	Figures provided by Accounting Director.
584-584-000-958-001 – Memberships & Dues Nat'l Super	This line item is used for the payment of membership dues for the golf course superintendent and it is recommended that this line item remain at \$400 for 2019.
584-584-000-958-004 – Memberships & Dues Pro Shop	This line item is for the payment of PGA National membership dues for the golf director. It is recommended that the budget remain at \$600 for 2019.
584-584-000-968-001 – Depreciation Expense	Figures provided by the Accounting Director.

Line Item	Explanation
584-584-000-971.000 – Capital Outlay	This line item will be used for the new equipment lease for the golf course. Depending on the financing of the 5-year lease, this amount could be for the total amount then reallocated to the capital assets and the depreciation. It will be recorded with the depreciation expense line item 968-001 over the life of the equipment. Estimated depreciation for this equipment is \$70,878 annually.

* Per Kirk Sherwood, there were more rain days in April and October 2018 than during the same period in 2017. This is why the year to date amount is under what was budgeted for 2018. 2019 revenue is projected to be higher for golf and cart rental.

Prepared by Kirk Sherwood and Tim Smith

11/13/18 UPDATED BY JNEEL 10-31-18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 584 - GOLF COURSE FUND							
Dept 000.000							
584-000.000-650.000	SALES MERCHANDISE PRO SHOP	27,022	18,927	22,000	22,000	20,940	23,000
584-000.000-650.005	SALES FOOD & BEVERAGE	39,193	28,134	27,000	27,000	30,955	30,000
584-000.000-651.001	USE & ADMISSION FEE 18 HOLES	209,961	197,468	195,000	195,000	188,243	200,000
584-000.000-651.002	USE & ADMISSION FEE 9 HOLES	38,149	39,102	50,000	50,000	44,648	55,000
584-000.000-651.003	USE & ADMISSION FEE LEAGUES	35,041	19,825	34,000	34,000	28,488	32,000
584-000.000-651.004	GIFT CARDS AND COUPONS	723	262	500	500	1,098	500
584-000.000-651.005	USE& ADMISSION FEE SEASON PAS	23,046	41,555	40,000	40,000	38,923	38,000
584-000.000-664.001	INTEREST EARNED	298	695	200	200	527	0
584-000.000-667.004	EQUIPMENT RENTALS -CARTS	108,129	122,924	130,000	130,000	122,802	133,000
584-000.000-667.005	GOLF CART STORAGE RENTAL	1,371	1,750	2,000	2,000	2,100	2,100
584-000.000-673.002	SALES OF FIXED ASSETS-EQUIP.	17,225	0	0	0	0	0
584-000.000-694.001	OTHER INCOME-MISCELLANEOUS	1,999	106	0	0	491	0
584-000.000-694.004	MISC REVENUE - INSURANCE REIM	1,775	1,138	0	4,300	5,422	0
584-000.000-694.007	MISCELLANEOUS INCOME OVR&SHOR	0	(24)	0	0	0	0
584-000.000-697.000	TRANSFER IN: GENERAL FUND	0	150,000	0	0	0	0
584-000.000-697.212	TRANSFER IN: FROM BSRII FUND	109,071	188,796	193,801	193,801	190,000	213,422
584-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	50,000	55,851	0	30,000
NET OF REVENUES/APPROPRIATIONS - 000.000 -		613,003	810,658	744,501	754,652	674,637	757,022

Calculations as of 11/30/2018

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 584.000 - GOLF COURSE FUND							
584-584.000-702.001	SALARIES - GREENSKEEPER	76,616	77,456	77,467	79,791	69,050	82,185
584-584.000-702.002	SALARIES - PRO SHOP DIRECTOR	22,300	47,077	50,750	52,190	42,784	50,923
584-584.000-706.000	SALARY - PERMANENT WAGES	53,640	30,542	30,546	31,463	27,227	32,406
584-584.000-706.008	WAGES PROSHOP	0	0	30,160	26,760	20,111	31,065
584-584.000-707.001	WAGES- TEMPORARY MAINTENANCE	59,391	42,976	50,000	52,500	50,852	50,000
584-584.000-707.002	WAGES- TEMPORARY PRO SHOP	59,227	48,365	30,000	29,239	28,567	30,000
584-584.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	1,105	738	0	761	761	0
584-584.000-708.010	HEALTH INS BUYOUT	4,286	3,000	3,000	3,000	1,500	3,000
584-584.000-709.000	REG OVERTIME	21	7,082	10,000	8,500	7,956	12,000
584-584.000-715.000	F.I.C.A./MEDICARE	12,245	13,730	16,534	16,892	13,690	16,573
584-584.000-719.000	HEALTH INSURANCE	6,212	19,736	48,079	48,079	38,475	58,346
584-584.000-719.001	SICK AND ACCIDENT	627	798	1,436	1,436	1,057	1,146
584-584.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(1,800)	(3,625)	(5,400)	(5,400)	(3,912)	(4,200)
584-584.000-719.015	DENTAL BENEFITS	1,794	2,267	3,777	3,777	3,222	4,155
584-584.000-719.016	VISION BENEFITS	338	449	770	770	628	885
584-584.000-719.020	HEALTH CARE DEDUCTION	1,908	3,323	14,438	14,438	11,122	17,325
584-584.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	92	158	270	270	192	270
584-584.000-720.000	LIFE INSURANCE	297	330	594	594	493	680
584-584.000-723.000	DEFERRED COMPENSATION EMPLOYE	1,832	1,188	1,170	1,170	1,032	1,170
584-584.000-724.001	UNEMPLOYMENT EXPENSE	682	1,684	3,000	3,000	1,314	2,000
584-584.000-727.000	OFFICE SUPPLIES	180	0	0	0	0	0
584-584.000-727.001	OFFICE SUPPLIES MAINTENANCE	0	85	100	100	81	100
584-584.000-727.002	OFFICE SUPPLIES PRO SHOP	0	128	200	50	50	200
584-584.000-757.001	OPERATING SUPPLIES MAINTENANC	5,520	7,762	6,500	6,400	5,780	6,500
584-584.000-757.002	OPERATING SUPPLIES PRO SHOP	2,710	2,381	3,500	3,500	3,037	3,500
584-584.000-757.003	OPERATING SUPPLIES-CART RENTA	47,931	50,681	50,957	55,257	52,518	55,257
584-584.000-757.007	COST OF SALES PRO SHOP	21,962	11,380	17,000	17,000	13,638	15,000
584-584.000-757.008	COST OF SALES FOOD & BEV	27,843	11,611	21,000	21,000	11,628	17,000
584-584.000-776.004	BLDG MAIN SUPPLIES PRO SHOP	215	83	250	250	58	250
584-584.000-776.005	BLDG MAIN SUPPLIES MAINTENANC	745	1,064	750	746	705	750
584-584.000-783.001	SEED PLANTING -FERTILIZER	23,889	21,968	26,000	26,000	24,434	26,000
584-584.000-783.002	SEED PLANTING -CHEMICALS	16,774	16,263	16,000	16,000	14,758	16,000
584-584.000-783.003	SEED PLANTING -TOP SOIL	5,230	4,809	4,500	2,200	1,578	4,500
584-584.000-783.004	TREE MAINTENANCE	3,825	495	1,000	2,600	2,585	1,500
584-584.000-800.001	ADMINISTRATION FEES	23,294	23,294	17,758	17,758	16,278	18,220
584-584.000-801.000	PROFESSIONAL SERVICES	2,079	2,946	3,500	3,500	3,107	3,500
584-584.000-818.000	CONTRACTUAL SERVICES	1,019	9,864	1,200	1,200	159	1,200

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
584-584.000-867.000	GAS & OIL	7,450	4,778	7,000	7,100	7,022	7,000
584-584.000-867.100	GAS & OIL - OTHER EQUIP	12,396	12,138	13,000	14,500	14,128	13,000
584-584.000-876.000	RETIREMENT/MERS	9,342	15,116	15,644	15,706	13,535	19,231
584-584.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	750	500	2,600
584-584.000-900.000	PUBLISHING	558	988	2,000	1,238	1,013	2,000
584-584.000-900.003	GOLF COURSE ADVERTISING	1,426	1,570	2,000	1,156	829	2,000
584-584.000-914.000	INSURANCE & BONDS FIRE & LIAB	8,303	8,705	9,177	9,177	7,724	8,814
584-584.000-917.000	WORKERS COMPENSATION INSURANC	4,618	4,202	4,274	4,274	3,744	4,207
584-584.000-920.008	UTILITIES-MAINTENANCE ELECTRIC	15,083	15,440	13,000	13,000	12,174	13,000
584-584.000-920.009	UTILITIES MAINTENANCE HEATING	1,765	2,310	3,000	2,500	1,169	3,000
584-584.000-920.010	UTILITIES MAINTENANCE PHONE	395	76	700	700	76	700
584-584.000-920.011	UTILITIES MAINTENANCE WATER	1,249	1,362	1,000	1,000	1,042	1,000
584-584.000-920.013	UTILITIES PRO SHOP	635	1,764	3,000	2,850	1,448	3,000
584-584.000-930.000	REPAIRS MAINTENANCE-MACHINERY	3,688	1,939	3,500	2,522	2,522	3,500
584-584.000-931.009	BLDG MAINTENANCE	184	551	500	0	0	500
584-584.000-931.010	BLDG MAINTENANCE PRO SHOP	1,015	1,765	2,000	3,150	3,051	2,000
584-584.000-933.000	EQUIPMENT MAINTENANCE	8,599	47,514	25,000	27,200	26,830	30,000
584-584.000-939.001	MOTORPOOL - MISC REPAIR	715	468	500	482	481	500
584-584.000-939.003	GOLF CARTS EXPENSE	743	0	300	1,100	974	1,800
584-584.000-943.000	MOTORPOOL LEASE/MAINTENANCE	600	600	600	600	550	1,386
584-584.000-956.008	MISCELLANEOUS EXP-PRO SHOP	2,883	9	500	500	453	500
584-584.000-957.000	BANK CHARGES	5,585	5,211	5,000	5,900	5,559	6,000
584-584.000-958.001	MEMBERSHIPS & DUES NATL SUPER	375	380	400	400	380	400
584-584.000-958.004	MEMBERSHIPS & DUES PRO SHOP	0	559	600	600	564	600
584-584.000-968.001	DEPRECIATION EXPENSE	78,361	89,516	95,000	95,000	78,716	70,878
584-584.000-971.000	CAPITAL OUTLAY/OTHER	0	36,461	0	456	456	0
NET OF REVENUES/APPROPRIATIONS - 584.000 - GOLF COURSE FUND		(649,997)	(715,510)	(744,501)	(754,652)	(651,455)	(757,022)
ESTIMATED REVENUES - FUND 584		613,003	810,658	744,501	754,652	674,637	757,022
APPROPRIATIONS - FUND 584		649,997	715,510	744,501	754,652	651,455	757,022
NET OF REVENUES/APPROPRIATIONS - FUND 584		(36,994)	95,148	0	0	23,182	0

NARRATIVE

Fund 590 - Compost

Revenues

Line Item	Explanation
590-000-000-607-510 – Lease Revenue	This line item reflects the revenue received for rental of the dump truck to the Parks Department.
590-000-000-650-003 – Biodegradable Dropoff-Non Twp.	This line item reflects the revenue for yard waste brought in by non-township residents and the Canton Township contract. We paused for 90 days to get material on site processed. We will need a full-time Heavy Equipment Operator on site in 2019.
590-000-000-650-004 – Biodegradable Dropoff-Ypsi Twp.	This line item reflects revenue received from the Environmental Services Fund for the amount that would normally be charged for dumping fees for yard waste, wood chips and brush from Township residents via Waste Management.
590-000-000-650-100 – Billable Sales-Compost	This line item accounts for billable compost sales that are invoiced to landscape companies, etc. These are larger purchases.
590-000-000-650-102 – Sales-Scrap Metal	This line item reflects the revenue from scrap metal.
590-000-000-650-200 – Gate Revenue-Compost Sales	This line item reflects the revenue from materials sold at the gate and billable sales.

Line Item	Explanation
590-000-000-650-201 – Gate Revenue-Wood Sales	This line item reflects the revenue from woodchips and mulch sold at the gate.
590-000-000-650-202 – Gate Revenue-Soil Sales	This line item reflects the revenue from blended soil sold at the gate.
590-000-000-650-203 – Gate Revenue-Drop Off Fees	This line item reflects the revenue from trash dropoff.
590-000-000-650-205 – Gate Revenue-Milling Sales	This line item reflects the revenue from the sale of asphalt millings.
590-000-000-650-206 – Service Charge - Delivery	This line item reflects the revenue from delivery of materials from the Compost Site to businesses.
590-000-000-664-001 – Interest Earned	This line item reflects interest earned on funds deposited at various banks.
590-000-000-699-000 – Appropriated Prior Year Balance	This line item reflects the amount needed from Fund Balance for operating expenses.

Expenditures

Line Item	Explanation
590-590-000-705-000 – Salary-Supervision	This is a new line item in 2019. With the addition of the the Heavy Equipment Operator, the Compost Operator was moved to this line item.
590-590-000-706-000 – Salary-Permanent Wages	This line item reflects the salaries of one new Heavy Equipment Operator and 25% of a Floater II/Clerk III position. A 3% contractual increase is budgeted. Even though the increase is budgeted, the amount shown is less due to the Compost Operator position being moved to 590-590-000-705-000 – Salary-Supervision in 2019.
590-590-000-707-000 – Salary-Temporary/Seasonal	Wages for the Gate Attendants (1+1 relief) are budgeted in this line item.
590-590-000-708-010 – Health Insurance Buyout	This line item is used for the health insurance buyout for employees who receive health insurance through another source.
590-590-000-709-000 – Regular Overtime	This line item previously reflected overtime wages. Due to the addition of the Heavy Equipment Operator position, the amount has been reduced to \$2,000 for 2019.
590-590-000-710-000 – Acc Comp Absences-Lngterm	This is a line item used in Enterprise Fund (business), we need to account for 2.0 FTE's cost of PTO. This is accounted for in the Balance Sheet liabilities as long term def Comp Absences 590-000-369-017.
590-590-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.

Line Item	Explanation
590-590-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019. This line item has been adjusted to reflect the increase. A greater increase is shown due to the Heavy Equipment Operator being budgeted 100% in the Compost budget.
590-590-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
590-590-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. An increase is budgeted due to the new Equipment Operator position.
590-590-000-719-015 – Dental Benefits	As predicted, our dental insurance rates increased by 10% in 2019. A higher amount is budgeted due to the new Equipment Operator position being budgeted 100% in the Compost budget.
590-590-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. A higher amount is budgeted due to the new Equipment Operator position.
590-590-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. An increase is budgeted due to the new Equipment Operator position.

Line Item	Explanation
590-590-000-719-021 – Admin Fees – Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. An increase is budgeted due to the new Equipment Operator position.
590-590-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
590-590-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
590-590-000-727-000 – Office Supplies	This line item is used for purchasing office supplies for the Compost Site.
590-590-000-730-000 – Postage	This line item is used to cover postage costs.
590-590-000-741-000 – Boot Reimbursement & Uniform Purchase	This line item is used to cover uniforms, OSHA approved boots and floor mats.
590-590-000-757-000 – Operating Supplies	This line item is used to purchase safety equipment for the operators such as eyewear, hard hats, gloves, cleaning supplies, etc. In reviewing the expenditures to date, it is recommended that it be reduced to \$4,500 for 2019.
590-590-000-800-001 – Administration Fees	Figures provided by the Accounting Director.
590-590-000-804-000 – Contractual/Roll off Disposal	This line item covers the cost of emptying the dumpsters at the Compost Site. The related revenue line is 590.000.000.650.203.

Line Item	Explanation
590-590-000-804-004 – Township Disposal Fee	This line item covers the cost of removing screener spoils, which is material that cannot be composted, such as plastic, rocks, debris, etc.
590-590-000-850-000 - Telephone	This line item is used for telephone charges for the Compost Site.
590-590-000-867-200 – Gas & Oil-YCUA	This line item is used for fuel used through the YCUA site and the cost of removing oils from the Compost Site. Based on the amount expended to date in 2018, it is recommended that it be reduced to \$8,000 for 2019.
590-590-000-876-000 – Retirement/MERS	Employer's portion is based on a flat rate (\$625.00 per employee times 24 pays = \$15,000 per employee) for employees hired before January 1, 2014. For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources.
590-590-000-876-100 – Retirement Health Care Savings	This is a new line item in 2019 and reflects the amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
590-590-000-913-000 – Insurance & Bonds Fleet	Figures provided by the Accounting Director.
590-590-000-917-000 – Workers Compensation Insurance	Figures provided by the Accounting Director.
590-590-000-920-004 – Utilities-Heat	This line item is used for natural gas service costs for the Compost Site. The recommendation is to remain the same as budgeted in 2018.

Line Item	Explanation
590-590-000-920-005 – Utilities-Light	This line item is used for natural gas service costs for the Compost Site. Based on expenses to date in 2018, it is recommended that it be reduced to \$2,000 for 2019.
590-590-000-931-000 – Repairs & Maintenance	This line item is used to make repairs at the Compost Site garage and gate house.
590-590-000-933-000 – Equipment Maintenance	This line item is used for repair costs for equipment used at the Compost Site. It is recommended that it remain at \$15,000 for 2019 since it is unknown what repairs may be needed.
590-590-000-941-000 – Equipment Rental/Leasing	This line item is used for renting equipment for the Compost Site. It is recommended that it remain the same for 2019.
590-590-000-943-000 – Motorpool Lease/Maintenance	This line item is for fees paid to the Motorpool. Figures provided by the Accounting Director.
590-590-000-956-000 - Miscellaneous	This line item is used for random drug screening costs, etc.
590-590-000-960-000 – Education & Training	This line item is used for training cost for the Compost Site Coordinator.
590-590-000-968-001 – Depreciation Expense	This line item covers the cost of equipment depreciation. Figures provided by the Accounting Director.

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 590 - COMPOST FUND							
Dept 000.000							
590-000.000-607.510	AUTO LEASE REVENUE	2,800	2,800	2,800	2,800	2,567	2,800
590-000.000-650.003	BIODEGRADABLE DROPOFF-NONTWP	60,977	117,482	90,000	90,000	63,319	110,000
590-000.000-650.004	BIODEGRADABLE DROPOFF-YPSI TW	153,789	163,512	165,000	165,000	155,958	165,000
590-000.000-650.100	BILLABLE SALES - COMPOST	0	15	10,000	10,000	18,086	10,000
590-000.000-650.102	SALES - SCRAP METAL	4,819	5,936	6,000	6,000	8,476	6,000
590-000.000-650.103	SALES - RECYCLED OIL	0	29	0	0	0	0
590-000.000-650.200	GATE REVENUE - COMPOST SALES	27,119	28,694	36,300	36,300	25,856	36,300
590-000.000-650.201	GATE REVENUE - WOOD SALES	27,367	37,136	48,000	48,000	32,655	48,000
590-000.000-650.202	GATE REVENUE - SOIL SALES	37,449	27,766	20,000	20,000	23,176	20,000
590-000.000-650.203	GATE REVENUE - DROP OFF FEES	69,465	90,906	65,000	65,000	84,287	65,000
590-000.000-650.204	GATE REVENUE-BATTERY CORE SAL	40	135	0	0	161	0
590-000.000-650.205	GATE REVENUE-MILLING SALES	8,188	9,746	10,000	10,000	7,973	10,000
590-000.000-650.206	SERVICE CHRГ - DELIVERY	3,550	1,500	3,000	3,000	200	3,000
590-000.000-650.207	SERVICE CHRГ - ADMIN FEE	486	716	0	0	267	0
590-000.000-664.001	INTEREST EARNED	1,555	4,315	2,414	2,414	8,690	3,500
590-000.000-673.002	SALES OF FIXED ASSETS-EQUIP.	0	19,785	0	0	0	0
590-000.000-694.004	MISC REVENUE - INSURANCE REIM	300	304	0	0	235	0
590-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	5,309	110,600	0	84,965
NET OF REVENUES/APPROPRIATIONS - 000.000 -		397,904	510,777	463,823	569,114	431,906	564,565

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BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018



GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 590.000 - COMPOST SITE							
590-590.000-705.000	SALARY - SUPERVISION	0	0	0	0	0	82,400
590-590.000-706.000	SALARY - PERMANENT WAGES	108,788	109,995	110,167	115,743	102,980	74,322
590-590.000-707.000	SALARY - TEMPORARY/SEASONAL	20,229	20,186	30,000	30,000	24,238	26,000
590-590.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	5,056	5,486	1,695	6,878	6,798	0
590-590.000-708.010	HEALTH INS BUYOUT	3,750	3,750	3,750	3,750	1,875	3,750
590-590.000-709.000	REG OVERTIME	4,317	8,817	7,000	7,000	6,542	2,000
590-590.000-710.000	ACC COMP ABSENCES-LNGTERM	0	0	5,400	5,400	0	9,000
590-590.000-715.000	F.I.C.A./MEDICARE	9,598	10,037	9,624	10,448	9,324	12,807
590-590.000-719.000	HEALTH INSURANCE	9,319	9,300	10,236	10,236	9,363	25,006
590-590.000-719.001	SICK AND ACCIDENT	747	838	838	838	803	859
590-590.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(900)	(900)	(900)	(900)	(1,575)	(1,800)
590-590.000-719.015	DENTAL BENEFITS	2,064	2,064	2,224	2,224	2,791	2,980
590-590.000-719.016	VISION BENEFITS	402	428	428	428	408	639
590-590.000-719.020	HEALTH CARE DEDUCTION	2,385	3,567	2,888	2,888	593	5,915
590-590.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	46	45	45	45	35	90
590-590.000-720.000	LIFE INSURANCE	347	347	347	347	364	510
590-590.000-723.000	DEFERRED COMPENSATION EMPLOYE	263	262	390	390	317	338
590-590.000-727.000	OFFICE SUPPLIES	66	74	200	200	12	200
590-590.000-730.000	POSTAGE	0	0	100	100	0	100
590-590.000-741.000	BOOT REIMB & UNIFORMS PURCHASE	1,251	888	700	1,200	1,062	700
590-590.000-757.000	OPERATING SUPPLIES	3,964	4,118	6,000	5,500	2,444	4,500
590-590.000-800.001	ADMINISTRATION FEES	6,272	6,272	6,548	6,548	6,002	9,251
590-590.000-804.000	CONTRACTUAL/ROLLOFF DISPOSAL	45,497	46,483	36,300	36,300	32,944	36,300
590-590.000-804.004	TWP DISPOSAL FEE	6,356	9,542	6,000	6,000	3,900	6,000
590-590.000-850.000	TELEPHONE	634	151	800	800	126	800
590-590.000-867.200	GAS & OIL - YCUA	11,125	12,878	10,000	13,500	10,807	8,000
590-590.000-876.000	RETIREMENT/MERS	14,717	19,273	19,362	19,362	18,311	33,750
590-590.000-913.000	INSURANCE & BONDS FLEET	2,214	2,322	2,448	2,448	2,061	2,448
590-590.000-917.000	WORKERS COMPENSATION INSURANC	3,964	3,843	4,086	4,086	3,622	4,112
590-590.000-920.004	UTILITIES HEAT	2,907	5,811	7,000	7,000	3,615	7,000
590-590.000-920.005	UTILITIES LIGHT	1,858	2,267	2,500	2,500	1,692	2,000

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018



GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
590-590.000-931.000	REPAIRS AND MAINTENANCE	49	954	7,000	7,000	5,543	5,000
590-590.000-933.000	EQUIPMENT MAINTENANCE	10,258	8,974	15,000	11,500	5,549	15,000
590-590.000-941.000	EQUIPMENT RENTAL/LEASING	2,265	2,350	3,500	3,500	0	3,500
590-590.000-943.000	MOTORPOOL LEASE/MAINTENANCE	3,619	3,509	3,500	3,500	3,276	3,000
590-590.000-956.000	MISCELLANEOUS	493	0	500	500	296	500
590-590.000-960.000	EDUCATION AND TRAINING	29	29	100	100	0	100
590-590.000-968.001	DEPRECIATION EXPENSE	133,452	169,374	148,047	179,047	178,780	177,488
590-590.000-977.000	EQUIPMENT	0	203	0	62,708	0	0
NET OF REVENUES/APPROPRIATIONS - 590.000 - COMPOST SITE		(417,401)	(473,537)	(463,823)	(569,114)	(444,898)	(564,565)
ESTIMATED REVENUES - FUND 590		397,904	510,777	463,823	569,114	431,906	564,565
APPROPRIATIONS - FUND 590		417,401	473,537	463,823	569,114	444,898	564,565
NET OF REVENUES/APPROPRIATIONS - FUND 590		(19,497)	37,240	0	0	(12,992)	0

NARRATIVE

Fund 595 - Motorpool

Revenues

Line Item	Explanation
595-000-000-607-502 – Flat Fee-Parks Motorpool/Monthly	This line item reflects monthly fees charged to the parks for miscellaneous fluids, etc.; this is set by Accounting Director
595-000-000-607-515 – Combined Lease/Repair Revenue	This line item reflects lease revenue from other departments. It now includes repair; this is set by Accounting Director
595-000-000-607-520 – Fuel and Fluids Revenue	Fuelcloud; This line item reflects the fuel surcharge received from other departments. It is recommended that it be maintained at \$36,000.
595-000-000-664-001 – Interest Earned	This line item reflects interest earned on funds deposited at various banks.
595-000-000-699-000 – Appropriated Prior Year Balance	This line item reflects the amount needed from Fund Balance. Nothing is anticipated for 2019.

Expenditures

Line Item	Explanation
595-595-000-706-000 – Salary-Permanent Wages	This line item reflects 25% of the salary for a Floater II/Clerk III position.
595-595-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
595-595-000-719-000 – Health Insurance	Our renewal rates for health insurance increased by 22.4% for 2019. This line item has been adjusted to reflect the increase.
595-595-000-719-001 – Sick & Accident	Our new rates for disability insurance are \$381.96/year for each non-fire department employee. Figures provided by Human Resources.
595-595-000-719-003 – Employee Paid Health Contra	This line item reflects the amount employees pay toward their health care coverage. A slight decrease has been budgeted. This is due to the recent negotiations with our unions where it was agreed that employees receiving single person or two person coverage shouldn't pay the same amount as those receiving family coverage.
595-595-000-719-015 – Dental Benefits	As predicted, our dental insurance rates for 2019 increased by 10%. Therefore, there is no increase from the draft budget.

Line Item	Explanation
595-595-000-719-016 – Vision Benefits	Our renewal rates for vision insurance increased by approximately 15% for 2019. This line item has been adjusted to reflect the increase.
595-595-000-719-020 – Health Care Deduction	This line item is used to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended.
595-595-000-719-021 – Admin Fees-Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits.
595-595-000-720-000 – Life Insurance	Our new rates for life insurance are \$226.80/year for each employee. Figures provided by Human Resources.
595-595-000-776-500 – Auto Parts	This line item is used to purchase small items for automobiles. Due to year to date expenditures, it is recommended that it be increased to \$3,000 for 2019.
595-595-000-776-550 – Shop Supplies	This line item is used to purchase rags and other small items. Recommend maintaining at \$2,000 for 2019.
595-595-000-818-000 – Contractual Services	This line item is used for the GPS Vehicle System. We are charged almost \$800/month. We are increasing it to \$12,000 as we have additional vehicles.

Line Item	Explanation
595-595-000-818-032 – Contractual Svc-Fuel Tank Repair	This line item is used for Tank Repair and monitoring fuel tanks per State regulations. We recommend increasing this line to \$10,000 for 2019 as we would like to replace existing outdated level monitors.
595-595-000-818-033 – Contractual Svc-Auto/Equip Maint	This line item is used to hire Equipment Maintenance and outside contractors to work on vehicles (YCUA, Ed's Garage, etc.). It is recommended that it be maintained at \$20,000 for 2019.
595-595-000-867-000 – Gas & Oil	This line item is used for the purchase of fuel. YTD is low, but the fuel pumps were out of service for part of the year, and we are proposing to maintain this at \$41,000.
595-595-000-876-000 – Retirement/MERS	Employer's portion is based on a flat rate (\$625.00 per employee times 24 pays = \$15,000 per employee) for employees hired before January 1, 2014. For those hired after January 1, 2014, a percentage of 5.16% of payroll is paid. Figures provided by Accounting & Human Resources.
595-595-000-968-001 – Depreciation Expense	This line item covers the cost of auto depreciation, provided by the Accounting Director. Recommend maintaining \$148,047 as we still have vehicles to be delivered in 2018.

11/26/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 595 - MOTORPOOL / REPAIRS							
Dept 000.000							
595-000.000-607.502	Flat Fee-Parks MotorpoolMnthl	1,200	1,200	1,200	1,200	1,100	600
595-000.000-607.515	COMBINED LEASE/REPAIR REVENUE	195,678	203,014	200,020	200,020	190,409	227,297
595-000.000-607.520	FUEL AND FLUIDS REVENUE	36,425	39,711	36,000	36,000	42,064	36,000
595-000.000-664.001	INTEREST EARNED	344	1,381	500	500	1,729	0
595-000.000-673.002	SALES OF FIXED ASSETS-EQUIP.	0	0	0	0	20,322	0
595-000.000-694.004	MISC REVENUE - INSURANCE REIM	1,387	0	0	0	0	0
595-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.	0	0	10,512	234,950	0	0
NET OF REVENUES/APPROPRIATIONS - 000.000 -		235,034	245,306	248,232	472,670	255,624	263,897

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Dept 595.000 - MOTORPOOL							
595-595.000-706.000	SALARY - PERMANENT WAGES	11,763	10,254	11,939	12,277	9,580	11,403
595-595.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	0	213	184	184	0	0
595-595.000-715.000	F.I.C.A./MEDICARE	848	755	927	953	709	872
595-595.000-719.000	HEALTH INSURANCE	1,553	1,386	1,784	1,784	1,702	1,958
595-595.000-719.001	SICK AND ACCIDENT	107	100	120	120	115	95
595-595.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(450)	(394)	(450)	(450)	(331)	(330)
595-595.000-719.015	DENTAL BENEFITS	104	120	93	93	93	102
595-595.000-719.016	VISION BENEFITS	20	20	21	21	20	25
595-595.000-719.020	HEALTH CARE DEDUCTION	992	623	726	726	314	726
595-595.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	23	21	25	25	26	23
595-595.000-720.000	LIFE INSURANCE	50	42	50	50	52	57
595-595.000-776.500	AUTO PARTS	1,514	1,107	2,000	2,000	1,529	3,000
595-595.000-776.550	SHOP SUPPLIES	1,672	850	2,000	2,000	1,824	2,000
595-595.000-818.000	CONTRACTUAL SERVICES	4,508	8,942	10,000	10,000	7,587	12,000
595-595.000-818.032	CONTRACT'L SRV-FUEL TANK REPA	62	4,826	7,000	7,000	4,055	10,000
595-595.000-818.033	CONTRACT'L SRV-AUTO/EQUIP MAI	16,828	23,460	20,000	24,700	23,842	20,000
595-595.000-867.000	GAS & OIL	34,947	33,732	41,000	41,300	40,594	41,000
595-595.000-876.000	RETIREMENT/MERS	2,066	2,268	2,766	2,781	493	480
595-595.000-876.100	RETIREMENT HEALTH CARE SAVINGS	0	0	0	100	0	325
595-595.000-939.031	MOTORPOOL-MISC REPAIR	0	0	0	7,000	0	7,000
595-595.000-968.001	DEPRECIATION EXPENSE	139,362	154,633	148,047	148,047	172,101	134,396
595-595.000-971.008	CAPT'L OUTLAY -IMPROVEMENT	0	0	0	30,030	28,226	0
595-595.000-985.000	CAPITAL OUTLAY/VEHICLES	78	0	0	181,929	78	0
NET OF REVENUES/APPROPRIATIONS - 595.000 - MOTORPOOL		(216,047)	(242,958)	(248,232)	(472,670)	(292,609)	(245,132)
ESTIMATED REVENUES - FUND 595		235,034	245,306	248,232	472,670	255,624	263,897
APPROPRIATIONS - FUND 595		216,047	243,020	248,232	472,670	292,609	245,132
NET OF REVENUES/APPROPRIATIONS - FUND 595		18,987	2,286	0	0	(36,985)	18,765

NARRATIVE

Fund 893 – Nuisance Abatement Revenues

Line Item	Explanation
893-000-000-626-631 – Charge Services-Blight	Fees collected from property owners for blight clean-up services performed by the Ordinance Dept. Decrease projected based on 2018 actual expenses and 2019 projections.
893-000-000-626-632 – Charge Services-Board Ups	Fees collected from property owners for board-up services to secure open vacant buildings. Increase budgeted based on 2018 actual expenses and 2019 projections.
893-000-000-626-636 – Charge Services-Weeds	Fees collected from property owners for statutory vegetation enforcement and noxious weed abatement. Decreased revenue budgeted based on 2018 actual expenses and 2019 projections.
893-000-000-672-001 – Blight/Cleanup-Tax Reimb	Collection of delinquent invoices for blight enforcement added to property tax bills as a special assessment. No revenue projected.
893-000-000-672-002 – Board-up Revenue-Vac Res	Collection of delinquent invoices for boarding up vacant buildings added to property tax bills as a special assessment. No revenue projected.
893-000-000-672-003 – Noxious Weed Rev-Tax Reimb	Collection of delinquent invoices for vegetation and noxious weed abatement added to property tax bills as a special assessment. Revenue is estimated based on available 2018 data.

Expenditures

Line Item	Explanation
893-893-000-704-000 – Appointed Officials	Statutory payment to the appointed noxious weed commissioner for the purpose of interpreting and administering code. No change.
893-893-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
893-893-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
893-893-000-806-001 – Blight Enforcement Costs	Expenses for curbside clean-up of eviction and solid waste debris, and court ordered clean-ups of blighted properties by the Ordinance Dept. Increase projected based on 2018 actual expenses and trends.
893-893-000-806-002 – Board Up Enforcement Costs	Expenses to board up and secure open, vacant buildings. Decrease is budgeted based on 2018 actual expenses and due to fewer vacant buildings than previous years.
893-893-000-806-003 – Noxious Weed Enforcement Costs	Expenses to mow grass and abate noxious weeds when property owners fail to do so as required by code. No change.

8/3/18

Reviewed 11/28/18

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
Fund 893 - NUISANCE ABATEMENT FUND							
Dept 000.000							
893-000.000-626.631	CHARGE SERVICES - BLIGHT	6,585	5,331	7,500	7,500	5,415	5,000
893-000.000-626.632	CHARGE SERVICES - BOARD UPS	1,465	1,311	2,000	2,000	939	3,000
893-000.000-626.636	CHRG SERVICES WEEDS	8,712	7,452	5,000	5,000	12,968	2,000
893-000.000-664.001	INTEREST EARNED	101	483	0	0	921	0
893-000.000-672.001	BLIGHT/CLEANUP-TAX REIMB	766	100	600	600	0	0
893-000.000-672.002	BOARD-UP REVENUE-VAC RES	5,148	1,109	3,000	3,000	1,244	0
893-000.000-672.003	NOXIOUS WEED REVENUE-TAX REIM	24,390	21,293	10,000	10,000	19,828	20,000
893-000.000-694.001	OTHER INCOME-MISCELLANEOUS	0	25	0	0	31	0
NET OF REVENUES/APPROPRIATIONS - 000.000 -		47,167	37,104	28,100	28,100	41,346	30,000
Dept 893.000 - NUISANCE ABATEMENT DEPARTMENT							
893-893.000-704.000	APPOINTED OFFICIALS	500	500	500	500	500	500
893-893.000-715.000	F.I.C.A./MEDICARE	37	37	51	51	37	51
893-893.000-723.000	DEFERRED COMPENSATION EMPLOYE	0	0	46	46	0	46
893-893.000-806.001	BLIGHT ENFORCEMENT COSTS	7,492	13,328	7,500	7,500	7,246	10,000
893-893.000-806.002	BOARD-UP ENFORCEMENT COSTS	10,712	4,734	5,000	5,000	3,072	3,000
893-893.000-806.003	NOXIOUS WEED ENFORCEMENT COST	21,054	14,447	15,000	15,000	17,849	15,000
893-893.000-876.000	RETIREMENT/MERS	65	0	0	0	82	0
NET OF REVENUES/APPROPRIATIONS - 893.000 - NUISANCE ABATEMENT		(39,860)	(33,046)	(28,097)	(28,097)	(28,786)	(28,597)
ESTIMATED REVENUES - FUND 893		47,167	37,104	28,100	28,100	41,346	30,000
APPROPRIATIONS - FUND 893		39,860	33,046	28,097	28,097	28,786	28,597
NET OF REVENUES/APPROPRIATIONS - FUND 893		7,307	4,058	3	3	12,560	1,403

11/28/2018

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 11/30/2018

GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 AMENDED BUDGET	2018 ACTIVITY THRU 11/30/18	2019 REQUESTED BUDGET
ESTIMATED REVENUES - ALL FUNDS		31,599,212	34,684,171	32,636,537	37,127,308	30,704,874	33,974,912
APPROPRIATIONS - ALL FUNDS		30,329,888	33,032,335	32,130,544	36,621,315	29,326,901	33,663,059
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		1,269,324	1,651,836	505,993	505,993	1,377,973	311,853

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF WORK SESSION
NOVEMBER 20, 2018**

Supervisor Stumbo called the meeting to order at approximately 4:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

4. AGENDA REVIEW.....SUPERVISOR STUMBO

NEW BUSINESS

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

Clerk Lovejoy Roe explained the Horizon Performing Arts for a Local Governing Body Charitable Gaming License Resolution had been in process and was now ready for this Agenda.

There was discussion on the length of time which these Gaming License Resolutions would cover. Clerk Lovejoy Roe did some research and concluded it was for an annual license.

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

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 WORK SESSION
PAGE 2**

Attorney Winters provided a brief review of the last of the prorated lease payment to the Township of the Grant of Easement for Cell Tower located at 2801 Holmes Rd. He explained there was a provision if they co-located any additional sites, the revenue would be divided on a 50/50 basis. Attorney Winters stated it was in final and proper form to be signed by Supervisor Stumbo and Clerk Lovejoy Roe, if the Board was so inclined and he would leave it to the discretion of the Board as to how these funds would be allocated.

Supervisor Stumbo stated a street sweeper had been mentioned but research was needed to see if it was feasible for the Township.

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

Mark Nelson, Court Magistrate explained this was the sixth year for the Drug Court Program and the last year it would be a combination of the two grants because starting next year it would be fully funded by the Michigan Drug Court Grant Program.

Supervisor Stumbo stated they would now return to the Preliminary Budget.

**1. 2018 PRELIMINARY BUDGET.....SUPERVISOR STUMBO
AND JAVONNA NEEL**

Javonna Neel, Accounting Director stated all of the Elected Officials had been hand delivered an updated Narrative and Detail last Friday.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 WORK SESSION
PAGE 3**

a) FUND 101 – GENERAL FUND

Javonna Neel presented a brief overview of the Budget with graphs and reviewed them line by line. She showed Revenues and Budget Expenses by Classification, with Personnel Fringe Benefits being the largest expenditure. She explained one of the Capital Outlays within the Computer Department, under Network Internet Infrastructure, the Cellular Repeater was in the process of being done right now and would be removed from the 2019 Budget, with only the Copier to be included in the final draft. She said \$40,000 was for Furniture and Fixtures for an overall total of \$580,000 in Capital Outlay.

Javonna Neel presented three pages of 2018 Budget Amendments that had been approved.

Supervisor Stumbo pointed out that the Civic Center Roof would not be done this year.

Javonna Neel presented several changes in Personnel, which entailed new and restored positions that had been approved in 2018 and requests for vacant positions being restored, pending Board Approval for 2019. These would include: Human Resource Assistant; a vacant position for Residential Services Director which would be 50/50 between Environmental Services and General Fund; request to restore a vacant position for Park Operations Superintendent and one to restore the Building Operations Superintendent; a new Collections Financial Coordinator for the Court which was approved in 2018 but was not filled and was not budgeted for 2019 so that would have to come back to the Board for approval; a vacant Chief Building Official in Building Fund; and a request for a new Full-Time Hydro Operator from the Hydro Fund.

Supervisor Stumbo explained prior to 2008 there were two positions, a Building Operations Superintendent and a Parks and Recreation Superintendent which were combined when we went through the hard times. The request was to restore both positions.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 WORK SESSION
PAGE 4

Supervisor Stumbo stated any changes in the Revenue are reflected on this update. Trustee Roe Jarrell Roe stated she did not see that on line so Supervisor Stumbo explained it was in Line Item 641003 and would be \$80,000.00, which was not reflected in the actual dollar amount but rather in the verbage, budgeted in Hydro at this point, not to be confused with the City of Ypsilanti, since we paid for the improvements.

Supervisor Stumbo state there was an 80% overall increase from last year to this year for property taxes.

Clerk Lovejoy Roe asked where she could find the Revenues versus the Overall Expenditures for the General Fund. Javonna Neel explained it was on the last page, page 120.

Trustee Eldridge stated he was still opposed to a Compensation Committee as he felt it should be the responsibility of the Board to set those, because that was the reason the Board was elected. He saw no reason why it should be handed to a committee and felt it was saying to the public that we didn't give ourselves a raise, the committee did. He said we would be the ones appointing the committee anyway so why not take ownership.

Supervisor Stumbo stated it would be a committee made up of Board members, not the public and she was of the understanding that was what the Trustees wanted.

Trustee Jarrell Roe stated she agreed with Trustee Eldridge and she did not want a committee of three of the Board members but rather the whole Board and felt someone should take the lead in researching and then bring it to the Board in order for the whole Board to be able to make an informed decision.

Trustee Ross-Williams stated she did not really know about a Compensation Committee but was concerned about the Planning Commission, Parks Commission and Zoning Board of Appeals stipends or meeting pay. She said she was assuming from the comments tonight that if someone wanted to do the research and bring

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 WORK SESSION
PAGE 5**

an item forward, in her opinion that's how it could move forward rather than with a Committee. She asked if the reason that language was there was someone was asking for the research to be done.

Trustee Jarrell Roe stated she thought that was the intent.

Supervisor Stumbo stated there was nothing budgeted for that.

Treasurer Doe stated we've always thought the Trustees were paid a reasonable salary, but wondered if we should consider taking a second look at their salary, since the cuts had been made and some had gotten raises again in the last couple of years, and compare with other municipalities as well.

Trustee Jarrell Roe stated that was a great idea and wondered if Karen Wallin could help find that information and bring it back to the Board.

Trustee Eldridge stated he did not bring that up specifically for the Trustee Salary but felt that terminology should be taken out of every budget.

Clerk Lovejoy Roe said they could look at MTA, but every single job, from elected official to custodians to HR Director was driven by SEVs and the population. The key was deciding who we were going to compare ourselves to and the Board should make a policy accordingly.

Supervisor Stumbo stated the language for the Compensation Committee was removed.

Supervisor Stumbo continued with Due Process and Prosecution for Domestic Violence, stating there was a Budget Amendment on the Agenda later which would increase those numbers, since there has been an increase in Domestic Violence and Drunk Driving prosecutions.

Trustee Ross-Williams asked if the increase itself was a budgetary increase or is it expected because of a raise in fines and it was explained it was for year to date expenses projected for 2019.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 WORK SESSION
PAGE 6**

Supervisor Stumbo explained for the Supervisor's Salary, the language was removed for the Compensation Committee, with the annual salary budgeted for a 3 % increase for 2019, the same as the Teamsters.

Supervisor Stumbo stated the Auto Allowance was brought up for 2018 and was put in for \$3,000.00 and wondered if the Board wanted that again for 2019.

Treasurer Doe stated he thought it was \$6,000.00. He explained that part of the problem was that we were pulling \$3,000.00 from Waste Management for Jeff Allen's salary, because he was gone. He stated theoretically the Supervisor should have gotten \$6,000.00 last year and felt that we should give her \$6,000.00 for a car allowance for 2019. Treasurer Doe passed out information regarding the Supervisor's salary and comparisons with the Big 10 Townships in Michigan.

Trustee Jarrell Roe stated she would prefer the Compensation Committee removal of line item 101-171-007-300 where it says the annual salary is determined by the Board, she said that should be our standard language.

Supervisor Stumbo asked if that language was somewhere else and Trustee Eldridge and Trustee Jarrell Roe confirmed this only appears in the Supervisor's Section and the others speak to a Compensation Committee.

Trustee Eldridge said Treasurer Doe had mentioned other people who had Auto Allowances and asked how many people had those allowances.

Javonna Neel explained there were two for Jeff Allen, Residential Services and Mike Radzik, Office of Community Standards.

Trustee Eldridge asked if other communities used auto allowances.

Javonna Neel said she did not know.

Treasurer Doe explained that if you used the Big 10 Townships for comparison for the Supervisor's Salary and took out the lowest and highest salaries, the median

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 WORK SESSION
PAGE 7**

salary was \$96,000.00 and he felt that a \$90,000.00 salary for the Supervisor was lower than it should be.

Supervisor Stumbo said she would not mind doing this in 2020 but was uncomfortable discussing salary at this time.

Clerk Lovejoy Roe stated if we came up with a policy that stated we wanted to be at the median of the “big ten” list, or the lowest third of the list, or whatever was decided on, it would take out the uncomfortableness of discussing of non- union salaries.

Trustee Jarrell Roe voiced her agreement with instituting a policy regarding salaries in the future.

Treasurer Doe stated the salaries on the handout he had provided were two years old.

Clerk Lovejoy Roe asked Trustee Eldridge if he would be comfortable in having a committee set up a policy regarding salaries for the elected officials.

Supervisor Stumbo said the only question that needed an answer at this point was if we were going to budget the Auto Allowance as we did in 2018.

Trustee Ross-Williams concurred if not a compensation committee, fine, then the question was who was designated to set policy and she agreed with Clerk Lovejoy Roe’s suggestion.

Supervisor Stumbo stated Treasurer Doe had done exactly that twice and it does not work well.

Trustee Jarrell Roe said she hears what everyone is saying and felt it was important to discuss these items as a Board regardless of how uncomfortable it was and agreed with Clerk Lovejoy Roe that a committee should draft a policy and bring it back to the Board.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 WORK SESSION
PAGE 8**

Trustee Jimmie Wilson asked that Supervisor put \$6,000.00 in the Budget for Auto Allowance and said that when talking about the Supervisor's salary to take into consideration the salary being \$84,000.00 with \$6,000.00 added for a car allowance therefore being close to the median salary of \$90,000.00 that Treasurer Doe spoke about.

Supervisor Stumbo explained the only correction for Accounting was on page 25, to decrease number for membership and dues because that had been moved to the Board for Professional Services.

Javonna Neel stated she would move the \$5,000.00 designated for Munetrix to the Board's budget.

Supervisor Stumbo stated Independent Auditing was basically the same with a 3% increase for Post Smythe & Ziel.

Supervisor Stumbo stated as far as the Assessing Department budget was concerned, one permanent position was moved to Supervision.

Supervisor Stumbo explained Legal Services includes everything but Domestic Violence Prosecution and Nuisance Abatement cases. She said we did not budget for Negotiations and since there were three this year there was a Budget Amendment for 2018.

Supervisor Stumbo stated for the Clerk's Office, one permanent person was moved up to the salaried position of Deputy of Elections, and there were no elections budgeted for next year.

Clerk Lovejoy Roe stated she had not put this in her budget but there was a huge amount of IT work regarding document management to be addressed. Supervisor Stumbo explained it was budgeted in 266 for \$200,000.00 under Work Flow.

Supervisor Stumbo stated Human Resources used to have three full-time positions but at the present time there was one and a half, with the other half working in Parks

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 WORK SESSION
PAGE 9**

and Recreation. She stated that the request was to restore one of those full-time positions and it would come back to the Board for final approval.

Trustee Jarrell Roe voiced her opinion that it would be great to restore the Human Resources position first in order to logistically help Karen Wallin.

Supervisor Stumbo stated she would like to see the Residential Services Director vacancy filled and agreed the full-time position in Human Resources needed to be filled as well to address the Health & Safety Issues, MIOSHA, OSHA and training for employees and felt Michael Saranen would be good for that position. Javonnal Neel said Michael's position as Hydro Dam Operator deals with compliance issues and he is well suited because he was a detailed oriented person. Supervisor Stumbo explained \$7,000.00 was budgeted for that position in HR and they were also trying to prepare for those that would be retiring in the next few years.

Trustee Eldridge asked for clarification for buying of apparel under HR. Supervisor Stumbo explained the Building Department, the Ordinance Department and Assessing all have apparel they can wear on Friday, which is dress down day and this was for apparel the other departments.

Supervisor Stumbo stated the biggest change from the Draft Budget in the Treasurer's Department was there was one person who was not receiving Health Care that will now receive it.

Trustee Ross-Williams questioned about overtime in the Treasurer's Department and Supervisor Stumbo explained that was for the Dog Clinic they hold and Javonna Neel added it also included any Saturday's they might be open regarding tax collection. Treasurer Doe explained it also included any work during lunch time required to balance, as well as the last two days of the year.

Discussion followed regarding Computer Support Budget. Trustee Jarrell Roe questioned the line item #101-266-000-857-100 with a 170% increase and the other was a 395% increase. Clerk Lovejoy Roe briefly discussed the Work Flow software

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 WORK SESSION
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and explained the \$200,000.00 was for the entire Township to be included. Supervisor Stumbo said nothing would go forward without the Board's approval.

Trustee Eldridge asked for clarification from Travis McDugald, Computer Support regarding a Township WAN, a \$60,000.00 cost for maintenance. He felt like that was the cost for another employee and questioned the necessity.

Trustee Ross-Williams explained that WAN was an area wide network and referred to the alternative listed and wondered if the proposed numbers had anything to do with fiber optics.

At this point in the meeting Travis McDugald, IS Manager arrived.

Supervisor Stumbo asked Mr. McDugald to explain the annual Maintenance and Renewals, the new fiber optics and the \$200,000.00 for the Work Flow Management. She asked if Line Item 977-001 Network Management Software was an annual cost.

Travis McDugald started at the top and provided an explanation of his budget requests. He spoke to the question Trustee Eldridge had regarding \$65,000.00 a year for building and maintenance and what WAN was. Travis stated he did not have the costs at this time and was still researching options, but that whatever was proposed would be brought to the Board with full disclosure. He explained WAN stands for Wide Area Network which is the network that connects all the Township buildings together, i.e. Civic Center, Community Center, Police Station and all Fire Stations.

Trustee Jarrell Roe asked why some parks had a fee and others did not and voiced the desire to research the revenues generated versus the costs. Supervisor Stumbo stated that would be addressed under Residential Services. Further discussion followed regarding park fees between Clerk Lovejoy Roe, Trustee Ross-Williams, Trustee Jarrell Roe and Robin Castle-Hine, Quality Assurance Specialist. Trustee Ross-Williams stated that any changes to the fees would fall under the Park Commission. Trustee Jarrell Roe voiced opposition to any Park fees, sharing that many residents cannot afford the fees and should still be allowed to use the parks.

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MINUTES OF NOVEMBER 20, 2018 WORK SESSION
PAGE 11**

Supervisor Stumbo said there was a mistake on page 116 regarding the \$203,000.00 under Capital Outlay which needs to be re-budgeted. Clerk Lovejoy Roe stated the old Parks and Recreation survey of residents and the latest survey still shows that the number one thing our residents want are bike paths and sidewalks. Supervisor Stumbo stated \$50,000.00 was budgeted for repairs which was a priority over getting new ones.

Arloa Kaiser, 1420 Melvin Street voiced her opinion that Township funds could be better utilized for things other than Bike Paths and uniforms.

b) FUND 212 – BSR II

Supervisor Stumbo asked Trustee Eldridge if he wanted to discuss transferring funds into the Golf Course and Recreation budgets. She stated most of the increase reflected the addition of a full-time employee and new Park Improvements which was to replace existing equipment based on the Parks and Recreation Master Plan. Trustee Eldridge voiced the same concern he had before, that if you add those two amounts together we were supplementing two departments with \$715,000 plus dollars a year and the Board needed to have an honest discussion about how long we could continue doing that.

c) FUND 226 – ENVIRONMENTAL

Trustee Ross-Williams asked if there was going to be any increase in revenue to the Golf Course and acknowledged that would be discussed later.

Trustee Wilson asked where we were, as a county, regarding recycling and disposal and if there had been any progress. Supervisor Stumbo explained there had been several meetings and stated there was no market for the recyclables and there were several unknowns at this point. She explained it was a county and state-wide problem and hoped the market would turn around and looked forward to finding a solution, including discussions with Evan Pratt and would keep the Board updated.

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MINUTES OF NOVEMBER 20, 2018 WORK SESSION
PAGE 12**

Supervisor Stumbo stated there was an item budgeted for a third chipper to have as a backup when one of the others broke down.

Supervisor Stumbo explained the last page of General Fund gave an overview, to answer Clerk Lovejoy Roe's question earlier in this discussion. She stated \$200,000 had to be re-budgeted for the roof repair. Javonna Neel agreed that the bottom line reflected revenues of \$205,000.00 over expenditures.

d) FUND 230 – RECREATION

Supervisor Stumbo stated Angela Vergas, Recreation Director was present to answer any questions. She explained that the questions Trustee Jarrell Roe had regarding Ford Lake gate fees and shelter rent fell under this department. She stated it had been a rainy year so revenue had not been what we expected but hoped that with the new park play equipment, the pickle ball courts that shelter rental revenue would improve for the coming year. She explained the transfer request of \$507,000 last year had been lowered to \$501,000.00 for the 2019 budget, so we were headed in the right direction.

Trustee Jarrell Roe stated that there had been talk last year to do something to help our residents who were not familiar with services and classes we offer and classes available. She wondered if further thought had been given about doing a survey of some kind to figure out what areas of the township needed to be informed.

Angela Verges, Recreation Director stated they had done a survey with the 50 & Beyond program but not anything for the general population of residents. She said she thought some of that could be answered with the Park Master Plan survey that had been done.

Trustee Wilson voiced his opinion that residents were aware of what the Township had to offer but there were so many other entities, the schools, YMCA and others that had the same things to offer that they were siphoning from the Township. He asked the Recreation Director her opinion as to the reason for the loss of revenue.

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MINUTES OF NOVEMBER 20, 2018 WORK SESSION
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Angela Verges agreed with Trustee Wilson that so many competitors was the major reason for the loss of revenue. She gave the example of the Day Camps that the Township offered for \$150.00 a week while the YCenter, which was highly subsidized, offered for \$40.00 a week. She explained even though the basketball and soccer was still popular, we still lost revenue when they went with many participants left for travel teams.

Trustee Jarrell Roe, voiced her opinion that the web site was very hard to use so she would like to see improvements in that area. She cited ascetics of the rooms at the Community Center as being part of the reason for the drop in room rentals.

Trustee Ross-Williams asked if the Township had ever taken a comprehensive look at the programs we offered versus the programs the community actually wanted. She further discussed having some kind of "exit survey" to arrive at a reason why revenue had dropped so much for dance classes.

Angela Verges stated they had made some changes with the dance classes, trying different offerings of days and times and then comparing with other years to see what made the most sense and made things more conducive with parent's schedules and wishes.

Trustee Wilson voiced his appreciation for the innovative "nerf war" activity. Angela Verges stated that was very successful and was a result of asking parents what they would like to see and would be offered again in January and maybe March.

Clerk Lovejoy Roe wondered about doing a Township wide mailing regarding activities since we have had so many new residents unaware of the Community Center and our programs.

Trustee Jarrell Roe spoke again to the difficulty of the web site.

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MINUTES OF NOVEMBER 20, 2018 WORK SESSION
PAGE 14**

Trustee Ross- Williams asked how old the software was and how long ago any updates had been done. Angela Verges said an update had been done about a year ago and the software, RecTrack had been installed around 2010.

Trustee Jarrell Roe stated she had spoken with Travis and Becky about another software program, but financially it was more feasible to do some add-ons rather than purchasing a whole new system and retraining.

Trustee Ross-Williams voiced her opinion that something needed to change and if we were losing revenue due to the difficulty of the website it would be worth it to change. Supervisor Stumbo responded that a review with recommendations could be done for a future budget amendment.

e) FUND 236 – COURT

Supervisor Stumbo voiced her concern regarding current 14B Court revenues, and said we would not know the figures until the end of the year.

Mark Nelson, 14B Court magistrate stated he ran a report Year to Date from October 2017 to 2018 and the result was the traffic citations were down.

Trustee Eldridge asked how 14B District Court would be affected if the Michigan Supreme Court ruled court costs unconstitutional. Mark Nelson stated essentially it would affect everything and the state would then have to fund the courts but it would be a couple of months before a decision would be reached.

Lt. Mike Marocco briefly discussed the fact that fines for traffic enforcement was down about 2,000 cases through October and reported they had significant staffing issues, including resignations, retirements and health issues which brought them down from 32 officers to 23 officers on patrol. He reported the overall crime rate had been down as well. Lt. Mike Marocco stated officers had been hired and changes had been made in staffing to meet the current needs, but they would have to continue to recruit officers to take the place of those retiring through 2019. He stated a Pilot program was in the process to pass 12 hr. shifts for Ypsilanti

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MINUTES OF NOVEMBER 20, 2018 WORK SESSION
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Township beginning Jan. 6, 2019 which would put more deputies on each shift all the time, but that would have to pass through a Union vote. He reported one deputy specifically had gone to work in Ann Arbor, specifically because of the 12 hour shift option.

Mark Nelson stated the one thing that had not dropped was drunk driving arrests.

Supervisor Stumbo voiced her appreciation for the job the officers were doing in spite of the challenges and stated there was always a need for controlling speeding. Both Supervisor Stumbo and Lt. Mike Marocco agreed for the record they had filled those positions with overtime and/or pulling people from other positions.

Javonna Neel stated that the comment on page 171 that if fund balance goes above 15%, the overage amount will be transferred to the General Fund. She said on page 175 it is at 18%, meaning 3% would be moved to the General Fund, and that would not be brought back for a Budget Amendment.

More discussion followed on the 12 hour shift work and that with the new hires the numbers would come back up.

f) FUND 250 – LDFA

Supervisor Stumbo reported enough money had been captured to pay the Seaver Bond payment.

f) FUND 584 – GOLF COURSE

Javonna Neel said there was a question to see how much we had made from 2017 to 2018 and the revenue amount was \$11,795.00, which included everything.

Trustee Ross-Williams asked if the increased revenue was due to more people playing nine holes rather than 18.

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MINUTES OF NOVEMBER 20, 2018 WORK SESSION
PAGE 16**

Kirk Sherwood, Director of Golf provided a brief explanation that money has been redistributed to the proper line items.

Trustee Eldridge questioned revenues through Oct. 31 that are below the budgeted revenue for 2018 but the request for 2019 is from 4 to 19% higher. Mr. Sherwood said he was anticipating that the weather sooner or later would be better and make up for the lost revenue due to the rain and one of the hottest summers on record.

Trustee Eldridge asked Javonna Neel and Kirk Sherwood if the basis for the 4 to 19% projected increase was projected increased rounds. Mr. Sherwood explained that sooner or later he was hoping the weather would cooperate to make up for the shortfalls due to bad weather for the golf course.

Supervisor Stumbo reported she had not had complaints like she had in the past and had compliments on the condition of the course and the manner in which they were treated.

Kirk Sherwood reported some of the courses had closed and he anticipated being able to pick up those players and leagues. He was researching the possibility of getting a Liquor License and collaborating with the Community Center for activities and all of those ideas would be factors that would help bring increased revenue for 2019.

**2. REQUEST TO ENTER INTO CLOSED SESSION FOR DISCUSSION ON YPSILANTI
TOWNSHIP VS. PONTIUS COURT OF APPEALS DECISION**

A motion was made by Trustee Wilson, supported by Trustee Eldridge to enter into Closed Session for Discussion on Ypsilanti Township VS. Pontius Court of Appeals Decision.

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

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MINUTES OF NOVEMBER 20, 2018 WORK SESSION
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Wilson: Yes

The motion carried unanimously.

The Board went into Closed Session at approximately 6:47 p.m.

The Board came out of Closed Session at approximately 6:58 p.m.

Supervisor Stumbo stated the salaries would be left at 3%.

Trustee Ross-Williams state she was all right to move the discussion on Parks & Planning and Zoning Board of Appeals meeting attendance pay to the next Work Session.

The Work Session adjourned 6:58 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

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MINUTES OF NOVEMBER 20, 2018 WORK SESSION
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Closed Session Minutes

- A. The November 20, 2018 Closed Session Minutes will be distributed to Board Members prior to the meeting.

**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.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 REGULAR MEETING
PAGE 2**

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

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 REGULAR MEETING
PAGE 3**

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).

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 REGULAR MEETING
PAGE 4**

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.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 REGULAR MEETING
PAGE 5**

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.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF NOVEMBER 20, 2018 REGULAR MEETING
PAGE 6**

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

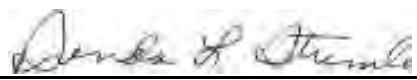
APPROVED AND ADOPTED by the following Trustees, this 20th day of November, 2018, at a regularly called meeting.

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
Address:
Seller: The Township of Ypsilanti, a Municipal Corporation
Address:

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

**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. 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

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):
	<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		Exempt payee code (if any) _____
	<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.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶		(Applies to accounts maintained outside the U.S.)
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:

- 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 ▶	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: 1023888857NET4040

BILL SENDER

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

CANONSBURG PA 15317

(678) 775-0372

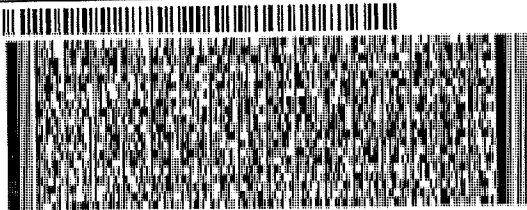
REF: YPSILANTI-CROWN REDRECT

INV.

PO:

DEPT:

552,81C3B2DCA5



FedEx Express

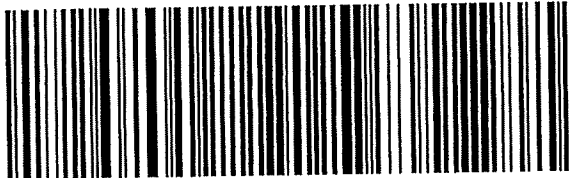


WED - 21 NOV 4:30P
EXPRESS SAVER

TRK# 7736 7316 5327
0201

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 its 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 is provided as a courtesy. FedEx is not responsible for any claims in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivered, or misrouted, unless you purchase a higher value shipping service. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, a per January. FedEx Service Guide apply. For UPS to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income, interest, profit, attorney's fees, costs, and other forms of damage whether direct, indirect, 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, a per January. Precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within sixty days from the date of shipment.

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

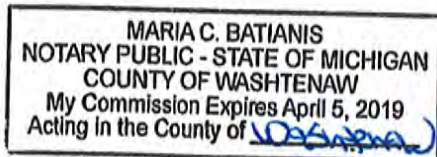


EXHIBIT A

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										
				-			-			

or

Employer identification number									
3	8	-	6	0	0	7	4	3	3

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.

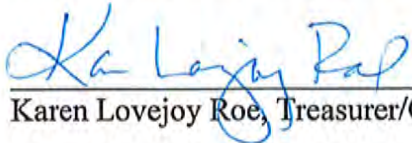
8. In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow/Settlement Agent to justify its doing so, Escrow/Settlement Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands 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 (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:

By: Nancy Wyrzykowski
Name: Nancy Wyrzykowski
Title: DES Exec. Coordinator
Date: 11-20-2018

Grantor:

TOWNSHIP OF YPSILANTI

By: Brenda L. Stumbo
Name: Brenda L. Stumbo
Title: Supervisor
Date: 11/20/18

Witness:

By: Nancy Wyrzykowski
Name: Nancy Wyrzykowski
Title: DES Exec. Coordinator
Date: 11-20-2018

By: Karen Lovejoy Roe
Name: Karen Lovejoy Roe
Title: Treasurer/Clerk
Date: 11-20-2018

Witness:

By: _____
Name: _____
Title: _____
Date: _____

TowerPoint:

TowerPoint Acquisitions II, LLC,
a Delaware limited liability company

By: Jesse M. Wellner
Name: Jesse M. Wellner
Title: Chief executive Officer
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 November, 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 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, 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

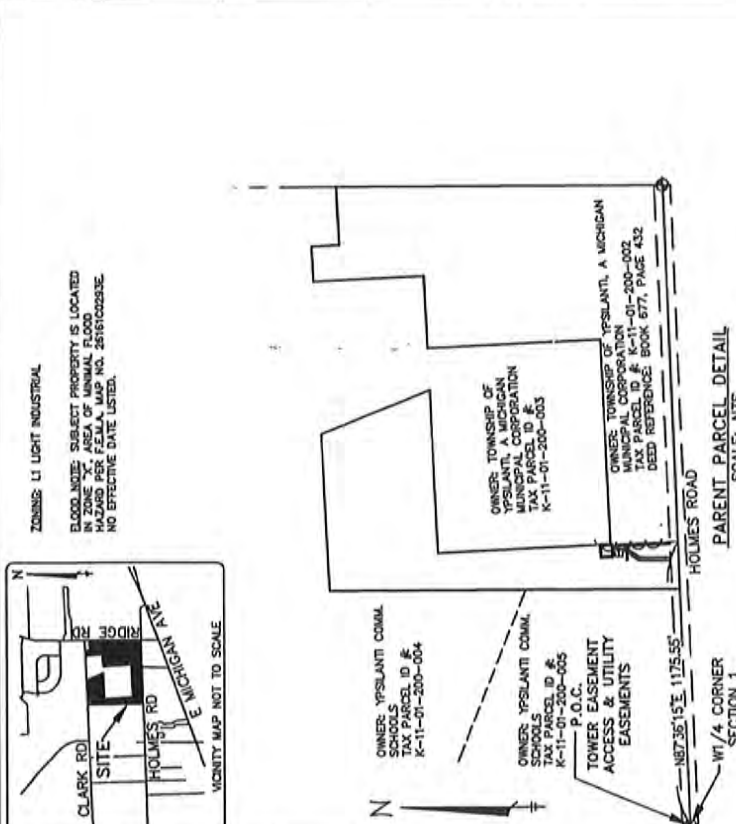
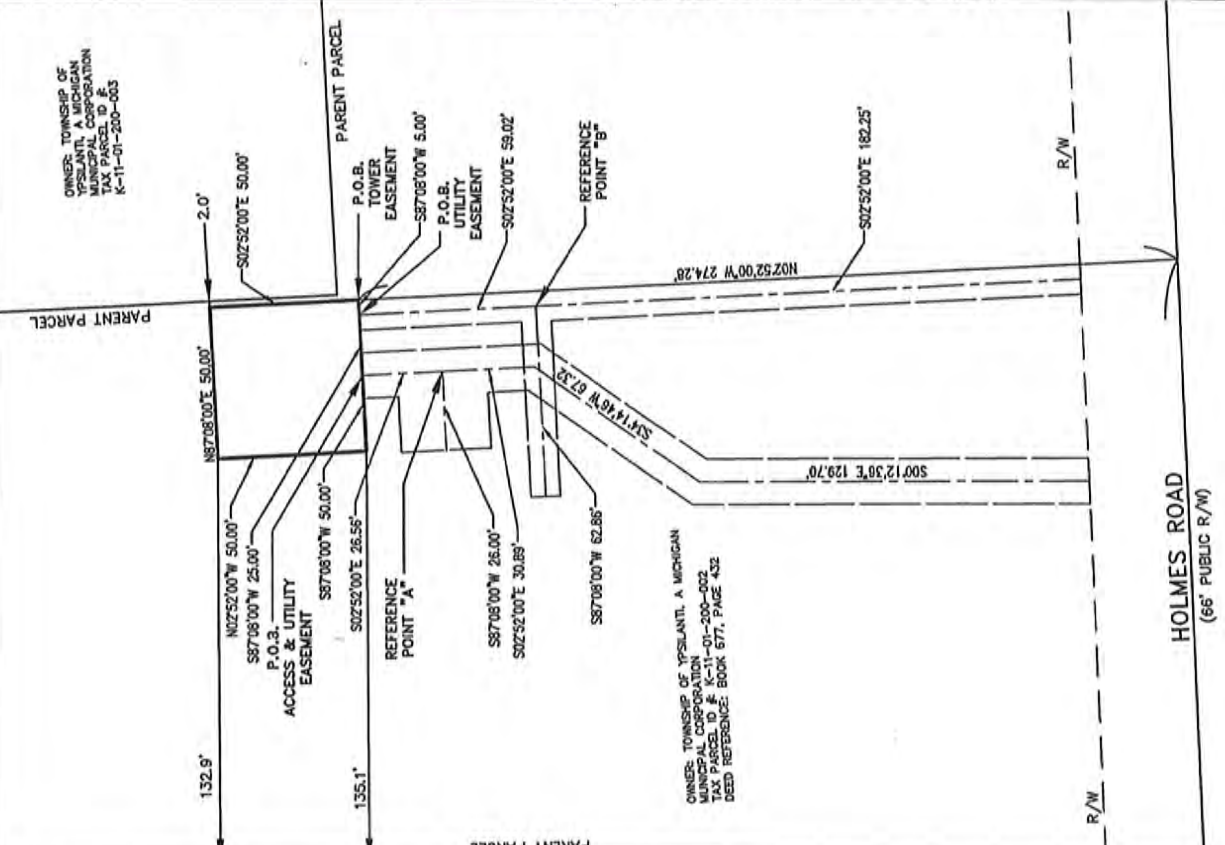
SITE: YCTA 1R
 BUN: 829178
 ADDRESS: 2801 HOLMES
 YPSILANTI, MI 48197
 WASHTENAW COUNTY

NATIONAL SURVEY SERVICES COORDINATION BY:
GEOLINE SURVEYING, INC.
 13430 NW 104th Terrace, Suite A, Alachua, FL 32315
 Office: (904) 418-6500 Fax: (904) 468-9586
 WWW.GEOLINESURV.COM

SURVEY WORK PERFORMED BY:
Global Land SOLUTIONS
 Solutions that work for you.
 Corporate Office: 10000 Rockford, Michigan 48341
 (989) 332-5617
 www.GlobalLandSolutions.com
 Serving The Great Lakes Region
 DRAWN BY: TEK (Checked By: JMS, LJB & RBK)

SURVEYOR'S NOTES
 1. BASIS OF BEARING, ASSUMED N 87°38'15" E ON THE EAST-WEST 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 INSTRUMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.
 5. ALL SYMBOLS NOT TO SCALE.
SURVEYOR'S CERTIFICATION

Jay M. Schwandt
 JAY M. SCHWANDT, P.E.
 LAND SURVEYOR - MICHIGAN #47974
 Date: MAY 30, 2018
 Revision: #1



LEGEND

- FOUND 5/8" IRON
- FOUND PK NAIL
- ▲ SET 5/8" IRON
- △ P.O.B.
- POINT OF BEGINNING
- ◇ POINT OF COMMENCEMENT
- ⊙ RIGHT OF WAY
- ⊕ POWER POLE
- ⊞ ELECTRIC TRANSFORMER BOX
- ⊟ ELECTRIC METER
- ⊠ TELEPHONE PEDESTAL
- ⊡ GAS METER
- ⊞ OVERHEAD ELECTRIC
- ⊟ FENCE

SCALE
 1" = 40'
 0' 40' 80'

SCALE TABLE

AREA TABLE	SQUARE FEET	ACRE
① PARENT PARCEL	1,570,733	35.052
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

SCALE OF BEARINGS
 (BASIS OF BEARINGS)
 N87°38'15"E 1125-55'
 EAST-WEST 1/4 LINE SECTION 1

BOUNDARY SURVEY

IN SECTION 1,
TOWNSHIP 3 SOUTH, RANGE 7 EAST

SITE: YCQA 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 32815
Office: (352) 418-0500 Fax: (352) 462-9586
WWW.GEOLINESURVEYING.COM

SURVEY WORK PERFORMED BY:

Sample & Mapping performed by:

Global Land
SOLUTIONS
Solutions that work for you.
10000 W. Big Rock Road
5655 12 Mile Road NE, Rockford,
Michigan 49341
(889) 332-5617
www.GlobalLandSolutions.com
Serving The Great Lakes Region

DOWN BY: BK (CHECKED BY: JES LOR F 101675

SURVEYOR'S NOTES
1. BASIS OF BEARING, ASSUMED N 87°36'15" E
ON THE EAST-WEST ½ LINE OF SECTION 1.

2. NO SURFACE INVESTIGATION WAS
PERFORMED TO LOCATE UNDERGROUND UTILITIES.
UTILITIES SHOWN HEREON ARE LIMITED TO AND
ARE PER OBSERVED EVIDENCE ONLY.

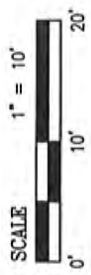
3. THIS SURVEY DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE PARENT PARCEL.

4. ALL VISIBLE MARKS, EQUIPMENT AND
IMPROVEMENTS ARE CONTAINED WITHIN THE
DESCRIBED AREA.

5. ALL SYMBOLS NOT TO SCALE.

SURVEYOR'S CERTIFICATION

GLOBAL LAND SOLUTIONS
Jay M. Schmandt
JAY M. SCHMANDT, P.S., J.D.
LAND SURVEYOR - MICHIGAN #47974
Date: MAY 30, 2018
Residence: #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: YCVA 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
Phone: (352) 418-0500 Fax: (352) 482-9988
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:

Global Land
SOLUTIONS

Solutions that work for you.
120 Corporate Drive, Woodford,
Michigan 48341
(889) 352-5617
www.GlobalLandSolutions.com

Drawn by: TKI [REDACTED] 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
MARKERS ARE CONTAINED WITHIN THE
DESCRIBED AREA.

5. ALL SYMBOLS NOT TO SCALE

SURVEYOR'S CERTIFICATION

GLOBAL LAND SOLUTIONS
Jay M. Schwardt
JAY M. SCHWARDT, P.S. 30
LAND SURVEYOR - MICHIGAN #47974

Date: MAY 30, 2018

Revisions: #1



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" 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.

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* *HK Layton*
 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 Lovjoy Roe on 11-21-18
(Name of approving representative) (Date)

Employer Printed Name: Brenda L. Stumbo | Karen Lovjoy 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;

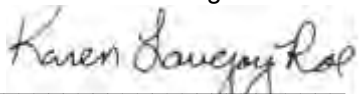
WHEREAS, the three options are as follows:

- 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

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: CUU90000SAG, 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.

DEFERRED CHARGE. Customer's invoices may also include a DEFERRED 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/ISEA 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-stock, 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.)


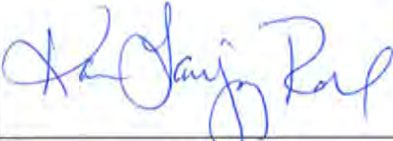
CHANGE NOTICE #1
TO
Authorizing Document Number #509
 Paper to Digital Images
 Ypsilanti Township
 Buildings Department

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: XXXKB

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					
	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	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, 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:					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

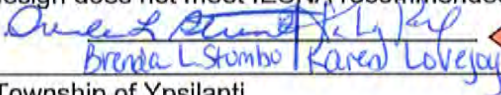
Exhibit A to Master Agreement

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] _____

Name: Brenda L. Gumb | Karen Lovjoy Boc

Title: Supervisor | clerk

11-21-18

11-21-18



Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

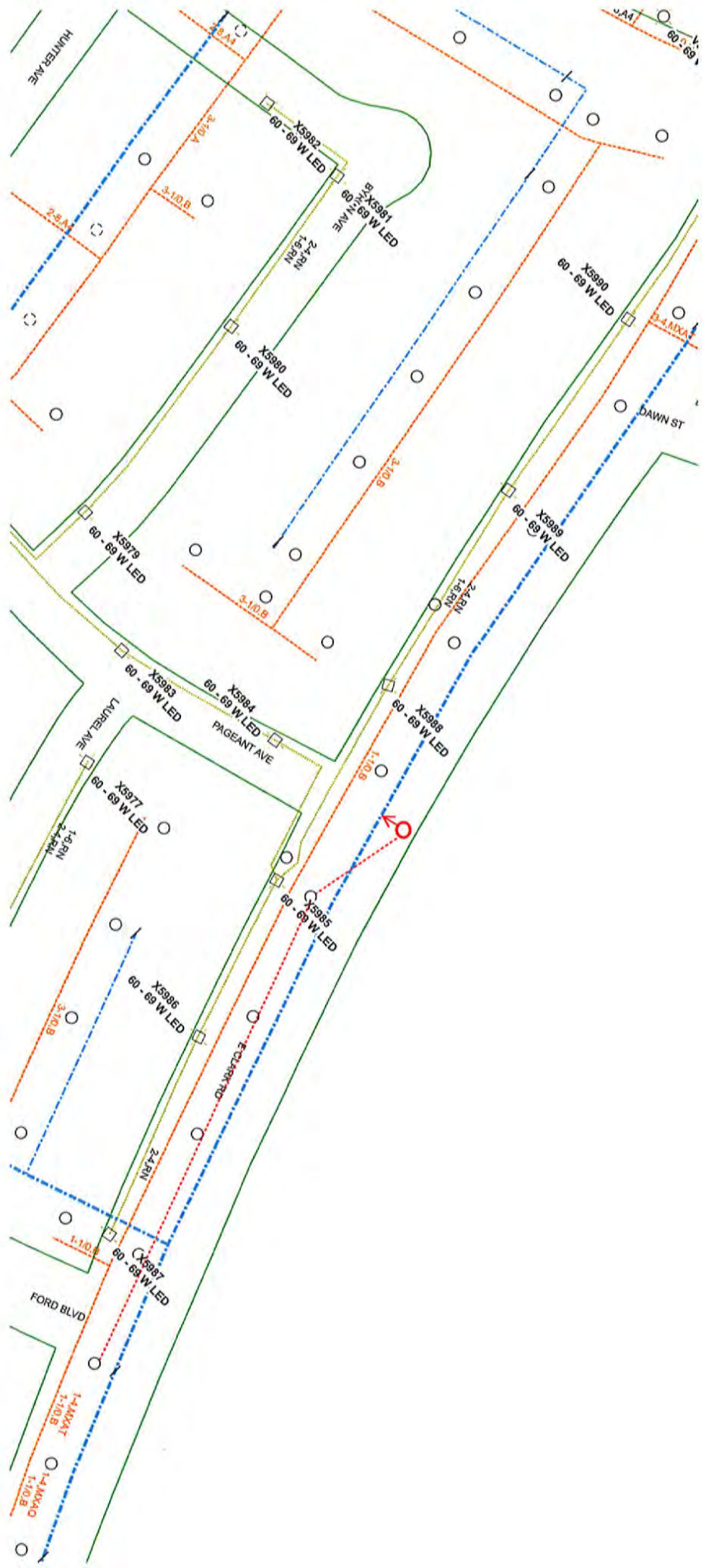



Exhibit A to Master Agreement

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:	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	

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: Brenda L. Stumbo | Karen Louiejoy Roe

Name: Brenda L. Stumbo | Karen Louiejoy 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	 text-align: right; \$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	 text-align: right; \$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	 text-align: right; \$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.

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



ACCOUNTING DEPT

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

DECEMBER 4, 2018 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	230,753.60
HAND CHECKS -	\$	39,199.95
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	269,953.55

11/27/2018 09:08 AM
User: mharris
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 1/1
CHECK NUMBERS 180486 - 180499

Check Date	Check	Vendor Name	Amount
Bank AP AP			
11/20/2018	180486	AARON SIEGFRIED	165.00
11/20/2018	180487	CITY BODY	531.00
11/20/2018	180488	COMCAST CABLE	333.85
11/20/2018	180489	COMCAST CABLE	104.85
11/20/2018	180490	COMCAST CABLE	149.85
11/20/2018	180491	COMCAST CABLE	154.85
11/20/2018	180492	COMCAST CABLE	333.85
11/20/2018	180493	WASTE MANAGEMENT	1,006.82
11/20/2018	180494	WASTE MANAGEMENT	30,648.42
11/20/2018	180495	WASTE MANAGEMENT	877.23
11/20/2018	180496	WASTE MANAGEMENT	3,795.23
11/20/2018	180497	WASTE MANAGEMENT	552.31
11/20/2018	180498	WASTE MANAGEMENT	246.69
11/20/2018	180499	WASTE MANAGEMENT	300.00

HAND Checks

AP TOTALS:

Total of 14 Checks:	39,199.95
Less 0 Void Checks:	0.00
Total of 14 Disbursements:	39,199.95

A/P Checks

Check Date	Check	Vendor Name	Amount
Bank AP AP			
12/04/2018	180500	A & R TOTAL CONSTRUCTION, INC.	342.14
12/04/2018	180501	AARON SIEGFRIED	240.00
12/04/2018	180502	ACCUSHRED LLC	225.00
12/04/2018	180503	AMAZON CAPITAL SERVICES	129.22
12/04/2018	180504	ANN ARBOR CLEANING SUPPLY	65.70
12/04/2018	180505	ANN ARBOR WELDING SUPPLY CO	251.72
12/04/2018	180506	ANTHONY SCOTT	15.00
12/04/2018	180507	AUTO VALUE YPSILANTI	1,353.88
12/04/2018	180508	BARR ENGINEERING COMPANY	7,450.00
12/04/2018	180509	BIDDLE CONSULTING GROUP, INC	519.00
12/04/2018	180510	CARLISLE/WORTMAN ASSOCIATES	4,585.25
12/04/2018	180511	CHARLOTTE WILSON	69.32
12/04/2018	180512	CHARTER TOWNSHIP OF SUPERIOR	49.50
12/04/2018	180513	CHELSEA BRODFUEHRER	1,776.75
12/04/2018	180514	CINCINNATI TIME SYSTEMS	758.20
12/04/2018	180515	CINTAS CORPORATION	342.79
12/04/2018	180516	CLOVERDALE EQUIPMENT, CO.	886.50
12/04/2018	180517	CONFERENCE OF WESTERN WAYNE	750.00
12/04/2018	180518	CONGDON'S	195.35
12/04/2018	180519	CONSTANT CONTACT	546.00
12/04/2018	180520	CONTI	5,421.50
12/04/2018	180521	CREDIT BUREAU OF YPSILANTI	25.00
12/04/2018	180522	CRYSTAL FLASH, INC.	3,858.59
12/04/2018	180523	DAWN FARM	350.00
12/04/2018	180524	DELUX RENTAL	40.00
12/04/2018	180525	DELUX TENTS AND EVENTS, LLC	360.45
12/04/2018	180526	DTE ENERGY	660.00
12/04/2018	180527	EMERGENCY MEDICAL PRODUCTS	175.78
12/04/2018	180528	EMERGENT HEALTH PARTNERS	6,447.35
12/04/2018	180529	ERIC COPELAND	62.80
12/04/2018	180530	EXCELL INSULATION	3,200.00
12/04/2018	180531	FEDERAL EXPRESS CORPORATION	86.42
12/04/2018	180532	FIBER LINK	35.00
12/04/2018	180533	FIRE SERVICE MANAGEMENT	153.17
12/04/2018	180534	GOLDEN CORRAL	1,100.00
12/04/2018	180535	GORDON FOOD SERVICE INC.	48.99
12/04/2018	180536	GOVERNOR BUSINESS SOLUTIONS	494.74
12/04/2018	180537	GRAINGER	279.10
12/04/2018	180538	GRIFFIN PEST SOLUTIONS	124.00
12/04/2018	180539	HOME DEPOT	698.01
12/04/2018	180540	JUMP-A-RAMA	909.30
12/04/2018	180541	KAREN LOVEJOY ROE	196.31
12/04/2018	180542	LARDNER ELEVATOR COMPANY	210.00
12/04/2018	180543	LAWRENCE HENDRICKS	55.00
12/04/2018	180544	LB OFFICE PRODUCTS	4.49
12/04/2018	180545	LOWER HURON SUPPLY	381.50
12/04/2018	180546	LUBRICATION ENGINEERS	1,181.29
12/04/2018	180547	MARK HAMILTON	1,750.00
12/04/2018	180548	MARTIN TRAUSSCH	56.00
12/04/2018	180549	MCCALLA'S FEED SERVICE, INC.	388.50
12/04/2018	180550	MENARDS, INC.	149.95
12/04/2018	180551	MERRIKA BROWN	100.00
12/04/2018	180552	MICHIGAN CAT	904.79
12/04/2018	180553	MICHIGAN FIRE INSPECTORS SOCIETY	60.00
12/04/2018	180554	MICHIGAN LINEN SERVICE, INC.	1,085.90
12/04/2018	180555	MICHIGAN STATE FIREMEN'S ASSOC	75.00
12/04/2018	180556	MICHIGAN TOWNSHIP ASSOC.**	43.50
12/04/2018	180557	MLIVE MEDIA GROUP	1,052.15
12/04/2018	180558	MUNICIPAL CODE CORPORATION	950.00
12/04/2018	180559	NATIONAL RECREATION & PARK	175.00
12/04/2018	180560	NETWORKFLEET, INC	713.37
12/04/2018	180561	NFPA INTERNATIONAL	594.74
12/04/2018	180562	NORTH AMERICAN RESCUE	589.94
12/04/2018	180563	OFFICE EXPRESS	1,460.07
12/04/2018	180564	OKINAWAN KARATE CLUB	920.50
12/04/2018	180565	ORCHARD, HILTZ & MCCLIMENT INC	3,727.50
12/04/2018	180566	PLAY ENVIRONMENTS DESIGN	132,697.65
12/04/2018	180567	PRINTING SYSTEMS	750.04
12/04/2018	180568	PRIORITY ONE EMERGENCY	392.91
12/04/2018	180569	RHETT REYES	1,188.00
12/04/2018	180570	RICOH USA, INC.	535.05
12/04/2018	180571	RON WHITTENBERG	75.36
12/04/2018	180572	SAM'S CLUB DIRECT	215.61
12/04/2018	180573	SHRADER TIRE & OIL	417.92
12/04/2018	180574	SITEONE LANDSCAPE SUPPLY, LLC	362.60
12/04/2018	180575	SOUTHERN COMPUTER WAREHOUSE	4,245.45
12/04/2018	180576	SPARTAN DISTRIBUTORS	90.95
12/04/2018	180577	SPARTAN DISTRIBUTORS	603.75

Check Date	Check	Vendor Name	Amount
12/04/2018	180578	SPOK, INC.	347.68
12/04/2018	180579	STATE OF MICHIGAN##	175.00
12/04/2018	180580	TELECIA AVERY	100.00
12/04/2018	180581	TERMINIX PROCESSING CENTER	54.00
12/04/2018	180582	THOMSON REUTERS - WEST PAYMENT CTR	375.00
12/04/2018	180583	TINA HOTCHKISS	1,640.00
12/04/2018	180584	TODD BARBER	2,750.00
12/04/2018	180585	TODD BARBER	2,500.00
12/04/2018	180586	TRAVIS ERBY	126.00
12/04/2018	180587	UIS PROGRAMMABLE SERVICES	640.00
12/04/2018	180588	UNIVERSITY TRANSLATORS	1,463.55
12/04/2018	180589	V & J CEMENT	7,336.00
12/04/2018	180590	VALERIE BASS	300.00
12/04/2018	180591	VICTORY LANE	120.38
12/04/2018	180592	W.J. O'NEIL COMPANY	2,774.00
12/04/2018	180593	WASHTENAW COUNTY SHERIFF'S OFFICE	318.00
12/04/2018	180594	WASHTENAW GOLF CLUB	1,100.00
12/04/2018	180595	WEISSMAN'S	2,849.81
12/04/2018	180596	WESTLAND FIRE EXTINGUISHER INC	371.00
12/04/2018	180597	WILLIAM SWEENEY	250.00
12/04/2018	180598	WINDIS BRANSON	250.00
12/04/2018	180599	YPSILANTI COMMUNITY	1,113.63
12/04/2018	180600	YPSILANTI TOWNSHIP PETTY CASH	73.49
12/04/2018	180601	YSHELU JOHNSON	243.75

AP TOTALS:

Total of 102 Checks:	230,753.60
Less 0 Void Checks:	0.00
Total of 102 Disbursements:	230,753.60

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2018-30

(In Reference to Ordinance 2018-483)

**Rezoning of 3160 West Michigan
Ave**

Whereas, at its regularly scheduled meeting held **September 25, 2018**, the Charter Township of Ypsilanti (Township) Planning Commission (Commission) recommended that the Township Board approve a voluntary conditional rezoning request pursuant to MCL 125.3405 for a certain parcel of property comprising 20.570 acres, commonly identified as 3160 West Michigan Avenue, Parcel ID K-11-18-340-001, from the RM-2 (Multiple- Family Residential) zoning district to the B-3 (General Business) zoning district with prohibition of automotive uses as defined in Township Zoning Ordinance Section 306 and as described in a Conditional Zoning Agreement to be recorded with the Washtenaw County Register of Deeds; and

Whereas, proposed Ordinance No. 2018-483 rezones 3160 West Michigan Avenue, Parcel ID K-11-18-340-001, from RM-2 District to B-3 District zoning classification with voluntary prohibition of automotive uses as defined in Township Zoning Ordinance Section 306 and as described in a Conditional Zoning Agreement to be recorded with the Washtenaw County Register of Deeds; and

Whereas, the Township Board of Trustees agrees that the rezoning is appropriate.

Now Therefore, Be it resolved that the Charter Township of Ypsilanti hereby adopts and incorporates by reference Ordinance No. 2018-483 attached hereto, by reference, in its entirety.

CHARTER TOWNSHIP OF YPSILANTI

ORDINANCE 2018-483

An Ordinance Amending Ordinance No. 74, Township Zoning Ordinance, So As To Rezone 3160 West Michigan Avenue, being Parcel ID K-11-18-340-001, From Its Current RM-2 (Multi-Family Residential) District Zoning Classification to B-3 (General Business) District Zoning Classification with voluntary prohibition of automotive uses as defined in Township Zoning Ordinance Section 306

The Charter Township of Ypsilanti hereby ordains that Ordinance No. 74, adopted May 18, 1994, shall be amended as follows:

Real Property consisting of 20.570 acres of land located at 3160 West Michigan Avenue, also known as Parcel ID K-11-18-340-001, and more particularly described as follows:

See attached legal description labeled "Attachment A" shall be rezoned from its current RM-2 (Multi-Family Residential) District zoning classification to the B-3 (General Business) District zoning classification with prohibition of automotive uses by Conditional Zoning Agreement as defined in Township Zoning Ordinance Section 306, which was voluntarily requested by the Applicant.

The Zoning Map, as incorporated by reference, in the Charter Township of Ypsilanti Zoning Ordinance is hereby amended by the rezoning of the afore- described parcel of property from its RM-2 District zoning classification to the B-3 District zoning classification with prohibition of automotive uses as defined in Township Zoning Ordinance Section 306.

Severability

In the event that any one or more sections, provisions,

phrases or words of this ordinance shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date

This Ordinance shall become effective upon:

- 1) Approval by the Ypsilanti Township Board of Trustees of the Conditional Rezoning Agreement applicable to Parcel ID K-11-18-340-001; and
- 2) Recording the Conditional Rezoning Agreement with the Washtenaw County Register of Deeds;
- 3) Receipt by the Township Clerk of a certified copy of the Conditional Rezoning Agreement; and
- 4) Publication of this ordinance in a newspaper of general circulation as required by law.

“ATTACHMENT A”

PROPERTY DESCRIPTION:

Part of the West 1/2 of Section 18, T.3S., R.7E., Ypsilanti Township, Washtenaw County, Michigan, more particularly described as beginning at the East 1/4 corner of Section 13, T.3S., R.6E., Pittsfield Township, Washtenaw County, Michigan; thence North 1 degree 03 minutes 30 seconds West 375.14 feet; thence South 86 degrees 30 minutes 42 seconds East 227.36 feet; thence South 80 degrees 16 minutes 38 seconds East 234.84 feet; thence South 67 degrees 30 minutes 30 seconds East 234.84 feet; thence South 54 degrees 44 minutes 22 seconds East 234.84 feet; thence South 41 degrees 58 minutes 14 seconds East 234.84 feet; thence South 35 degrees 35 minutes 69 seconds East 114.86 feet; thence South 9 degrees 24 minutes 51 seconds West 155.56 feet; thence South 54 degrees 24 minutes 51 seconds West to the West line of Lot 11 of the Elmfield Gardens Subdivision; thence Southeasterly 25.00 feet along said West line; thence South 54 degrees 24 minutes 51 seconds West 100.00 feet; thence North 34 degrees 23 minutes 00 seconds West 52.92 feet; thence North 43 degrees 35 minutes 30 seconds East 131.69 feet; thence North 14 degrees 38 minutes 30 seconds West 267.84 feet; thence South 34 degrees 24 minutes 00 seconds West 261.48 feet; thence South 5 degrees 36 minutes 00 seconds East to the North line of US-12; thence Southwesterly along said North line to the West line of Section 18; thence along said Section line to the Point of Beginning, and excepting therefrom as a permanent right of way easement the East 15 feet of the West 17.5 feet of the above described parcel.

Parcel Number: K -11-18-340-001 ALSO KNOWN AS 3160 WEST MICHIGAN

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Charlotte Wilson, Planning and Development Coordinator
Michael Radzik, Office of Community Standards Director

Re: **2nd READING OF RESOLUTION 2018-30, PROPOSED ORDINANCE 2018-483, AN ORDINANCE AMENDING ORDINANCE NO. 74, TOWNSHIP ZONING ORDINANCE SO AS TO CONDITIONALLY REZONE 3160 WEST MICHIGAN AVENUE (20.57 ACRES) PARCEL ID K-11-18-340-001, FROM ITS CURRENT RM-2 (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT TO B-3 (GENERAL BUSINESS) ZONING DISTRICT WITH VOLUNTARY PROHIBITION OF AUTOMOTIVE USES AS DEFINED IN TOWNSHIP ZONING ORDINANCE SECTION 306 AND AS DESCRIBED IN A CONDITIONAL ZONING AGREEMENT AND REQUEST TO APPROVE A CONDITIONAL ZONING AGREEMENT BETWEEN MIODRAG RAKIC OR HIS ASSIGNEE AND THE CHARTER TOWNSHIP OF YPSILANTI TO BE RECORDED WITH THE WASHTENAW COUNTY REGISTER OF DEEDS**

Copy: McLain & Winters, Township Attorneys

Date: November 26th, 2018

On September 25, 2018, the Planning Commission recommended approval of a request to conditionally rezone a 20.57 acre parcel from RM-2 (Multiple-Family Residential to B-3 (General Business) with the prohibition of automotive uses located at 3160 West Michigan Avenue, K-11-18-340-001 with stipulation that there be a deed restriction that speaks to the prohibited automotive uses. The enclosed packet includes the following components:

1. Planning Commission meeting minutes and recommendation 09/25/2018
2. Planning Commission staff report 09/25/2018
3. Rezoning application 09/25/2018

The Planning Commission made the following recommendation to the Township Board:

Motion by Eldridge – “I move to recommend approval to the Township Board of Trustees the request to conditionally rezone the 20.57 acre parcel from RM-2 (Multiple-Family Residential to B-3 (General Business) with the prohibition of automotive uses as defined in Township Zoning Ordinance Section 306 located at 3160 West Michigan Avenue, K-11-18-340-001 as the request is consistent with the criteria established in the Township Zoning Ordinance Section 2704, Criteria for Amendments to the Zoning Map with stipulation that there be a deed restriction that speaks to the non-uses as indicated in this meeting.”

CHARTER TOWNSHIP OF YPSILANTI

Support: *Tawakkul*

Motion carried as follows:

**Richie: Yes Eldridge: Yes Peterson: Yes Sinkule: Yes Tawakkul: Yes Iacoangeli: Yes
Krieg: Absent**

On October 16, 2018, the Board of Trustees approved the 1st Reading of Resolution 2018-30, Proposed Ordinance 2018-483, an ordinance amending Ordinance No. 74, Township Zoning Ordinance so as to rezone 3160 West Michigan Avenue, parcel ID #K-11-18-340-001, from its current RM-2 (Multi-Family Residential) to B-3 (General Business) with voluntary prohibition of automotive uses as defined in Township Zoning Ordinance Section 306 and with a deed restriction reflecting the prohibited uses. As part of its approval, the Board of Trustees directed staff to incorporate a list of prohibited automotive uses into the record. Further, staff was directed to consult with legal counsel as to the content and form of the conditional zoning action to ensure compliance with state law.

After further discussions with legal counsel, our planning consultant and the applicant, the applicant voluntarily revised his conditional zoning request to include a specific use and time line for completion of Phase I of a two-phase project. A Conditional Zoning Agreement was developed and the resolution and proposed ordinance were revised accordingly, all of which are now presented to the Board of Trustees for 2nd Reading approval.

The changes made since 1st Reading are summarized as follows:

- The applicant requests to conditionally rezone the property for the primary purpose of creating an indoor and outdoor tennis training and recreational facility on the northern side of the property to be known as Phase I. The developer shall obtain final site plan approval and commence construction of Phase I within two (2) years from the effective date of the rezoning.
- As part of voluntary conditions of the rezoning, the developer has voluntarily offered to prohibit all automotive uses for the entire parcel. The specific automotive uses that shall not be allowed are listed in the Conditional Zoning Agreement.
- The applicant also proposes to develop the southern side of the property along West Michigan Ave to B-3 uses including but not limited to retail shops, offices and restaurants. There is no time limit for development of this portion of the project known as Phase II.
- The developer will enter into a Conditional Zoning Agreement that shall be recorded with the Washtenaw County Register of Deeds. This recorded agreement negates the need for a deed restriction to enforce the prohibited uses.
- The rezoning shall be effective upon the Conditional Zoning Agreement being recorded, a certified copy of the Agreement being filed with the Township Clerk, and publication as required by law.

The revised Resolution 2018-30, revised Proposed Ordinance 2018-483, and Conditional Zoning Agreement have been reviewed by legal counsel and staff and are now offered for consideration of 2nd Reading by the Board of Trustees.

CHARTER TOWNSHIP OF YPSILANTI

We respectfully request that you place this information packet and recommendation for approval on the December 4th, 2018 Board of Trustees meeting agenda for its consideration. Please contact me with questions or concerns.

3160 WEST MICHIGAN AVENUE

CONDITIONAL REZONING AGREEMENT

This Conditional Rezoning Agreement ("Agreement") is entered into between **MIODRAG RAKIC or his Assignee**, an individual whose address is 7751 Whirlaway Drive, Saline, Michigan 48176 ("Developer"), and **THE CHARTER TOWNSHIP OF YPSILANTI**, with its principal offices at 7200 S. Huron Drive, Ypsilanti, Michigan 48198 (the "Township").

RECITALS:

A. Developer has acquired an interest in certain real property located in the Township, Washtenaw County, Michigan, as more particularly described in **Exhibit A** attached hereto (the "Property"). Further, a copy of Developer's Commercial Purchase Agreement for said property is attached as **Exhibit B** hereto (the "Commercial Purchase Agreement").

B. The Developer desires to conditionally rezone the Property from RM-2, Multiple Family Residential to B-3, General Business. The purpose of the rezoning is to develop the Property for the primary purpose of creating an indoor and outdoor tennis training and recreation facility. In addition, the applicant proposes to develop some outlot commercial development along Michigan Avenue.

C. As part of voluntary condition of the rezoning which will result in the Property to be rezoned from RM-2, Multiple Family Residential to B-3, General Business, the Developer has voluntarily offered the following:

1. No automotive/transportation uses shall be allowed as referenced in Section 306 of the current Zoning Ordinance. Those uses include:
 - Automobile car wash, automatic or self-service (SCU – Subject to conditions in Section 1833)
 - Bus passenger stations (P)
 - Gasoline service station with or without minor repair and sale of incidental minor accessories or convenience items (SCU – Subject to conditions in Section 1829)
 - Minor automotive repair businesses (SCU – Subject to conditions in Section 1830)
 - Dealership for sale of new or used automobiles, boats, house trailers or rental of trailers and/or automobiles (SCU – Subject to conditions in Section 1826)
 - Off-street parking lots as primary use (SCU – Subject to conditions in Section 1202)
 - Railroad lines, rail spurs and similar rail transport access facilities (P)
2. Limit the northern side (phase 1) to primarily a tennis training/match play and recreation facility.

3. Limit the southern side (phase 2) to B-3 uses including but not limited to retail shops, offices and restaurants. Uses referenced in paragraph C(1) herein shall be excluded.

D. The Township requires the execution of a Conditional Zoning Agreement in connection with the approval of a rezoning for the Project. The proposed rezoning is submitted with a Developer's concept plan. A copy of Developer's concept plan is attached as **Exhibit C** hereto ("Concept Plan").

E. Any conditions, representations or promises included in the Agreement have been voluntarily offered by the Developer to induce the Township to rezone the land to the proposed classification. The Developer and the Township agree that the rezoning and the terms of this Agreement provides for: (i) the promotion of the public health, safety and welfare; (ii) compatibility with the Master Plan; (iii) compliance with all terms and conditions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Agreement; (iv) the accommodation of service and facility loads for public services and facilities affected by the proposed development; (v) compatibility with adjacent uses of land; and (vi) other legitimate objectives authorized under the Michigan Planning Enabling Act, MCL 125.3801, et. seq., the Michigan Zoning Enabling Act, MCL 125.3101, et. seq.

F. For the purpose of confirming the rights, obligations and restrictions in connection with the improvements and development to be undertaken on the Property, the parties have entered into this Agreement. The rezoning of the Property parcel shall become effective as set forth in Section 6.2 of this Agreement. Once this Agreement is approved by the Ypsilanti Charter Township Board of Trustees, it shall be binding upon the Township, the Developer, and their agents, successors and assigns. The Township Zoning Map shall be updated to reflect the amendment to within a reasonable period of time after the effective date of the rezoning. This Conditional Rezoning Agreement is being proposed by the Developer and entered into voluntarily by the Developer and the Township.

G. The Developer has voluntarily offered to enter into this Conditional Rezoning Agreement consistent with the Michigan Zoning Enabling Act.

H. This Conditional Rezoning Agreement is made by the Township pursuant to authority granted to the Township under MCLA §125.3405, as amended.

I. The Township's Planning Commission, at its September 25, 2018 meeting, recommending to the Township Board that the Developers request be granted.

J. The Township, by action of its Township Board at its meeting on December 4, 2018, adopted a resolution and has accepted the offer of the Developer to enter into this Conditional Rezoning Agreement, which incorporates the conditions offered by the applicant.

NOW, THEREFORE, the Developer and the Township for the good and valuable consideration outlined in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I

GENERAL TERMS

1.1 Developer and the Township acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.

1.2 The terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

ARTICLE 2

CONDITIONS FOR REZONING

2.1 Representation. The Developer represents and confirms that the Property shall not be used or developed in a manner inconsistent with the conditions placed on rezoning as set out in this Agreement.

2.2 Expiration. The Developer shall be subject to the expiration of the provisions of Section 5.2 of this Agreement.

ARTICLE 3

REZONING

3.1 Resolution and Zoning Map Amendment. Directly after the Township Board approval of this Conditional Rezoning Agreement, the Township Board shall pass a Resolution rezoning the Property from RM-2, Multiple Family Residential to B-3, General Business classification. That Resolution shall also state that the Zoning Map shall be amended to reflect a new zoning classification. The Township Clerk's office shall take necessary action to amend the Zoning Map to the new classification along with a relevant designation that will provide reasonable notice of the Conditional Rezoning Agreement. The Conditional Rezoning Approval and the amendment to the Zoning Map shall not become effective until the Conditional Rezoning Agreement is recorded with the Washtenaw County Register of Deeds and a certified copy of the Agreement is filed with the Township Clerk.

ARTICLE 4

OBLIGATIONS AND PROPERTY RESTRICTIONS

4.1 Compliance with Agreement. All development, use, and improvement of the Property shall be subject to and in accordance with this Agreement, the Conditional Rezoning Agreement Documents, all applicable Township Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable Township Ordinances and State law.

4.2 **Compliance with Township Ordinances.** The Developer shall comply with the Township Code of Ordinances, obtain any necessary approvals and permits for the development of the Property.

ARTICLE 5 **THE TOWNSHIP'S RIGHTS AND OBLIGATIONS**

5.1 **Police Powers.** The action of the Township in entering into this Conditional Rezoning Agreement is based upon the understanding that the intent and spirit of the police power objectives of the Township relative to the Property are embodied in the Conditional Rezoning Agreement Documents and those powers are assured based upon the development and/or undertakings on the Property. The Township is thus achieving its police power objective and has not, by this Agreement, bargained away or otherwise compromised any of its police power objectives.

5.2 **Expiration.** The conditional rezoning shall be subject to Developer obtaining final site plan approval and commencing construction for phase one within two (2) years from the effective date of the rezoning as set out in this agreement. This deadline may be extended by the Township Board of Trustees upon a finding that the Developer has made progress and has been diligently pursuing substantial completion of the project. The Township shall have the sole discretion to determine if progress has been diligently pursued by the Developer. The Township, through its employees and agents, shall at all times be allowed to enter onto the Property to determine the progress of the development.

5.3 **Zoning if Expired.** If the Conditional Rezoning Agreement shall expire under its own terms and conditions as set forth in Section 5.2, the Township has the right to rezone the property following the amendment procedures set forth in Article 27 of the current Zoning Ordinance.

5.4 **Enforcement.** The Township may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in the Conditional Rezoning Agreement. In the event the Township obtains any relief as a result of such litigation, the Developer shall pay all court costs and attorney fees incurred by the Township in connection with such suit.

5.5 **Non-Compliance.** If the Developer is developing the Property in non-compliance with the Conditional Rezoning Agreement, the Township may issue a stop work order as to any or all aspects of the Development; may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the Developer is the named applicant for such permit or certificate of occupancy; and may suspend further inspections of any or all aspects of the Development.

ARTICLE 6 **GENERAL PROVISIONS**

6.1 **The Township's Representations and Warranties.** The Township represents and warrants to the Developer as follows:

- a. **Authority.** The Township has the authority to enter into this Conditional Rezoning Agreement and to perform and carry out all obligations, covenants and provisions hereof. The Township's authority shall be evidenced by appropriate resolutions.
- b. **Transfer of Ownership.** The transfer of title of the Property from the Developer to an entity in which the principals of the Developer do not have an ownership interest, if such transfer is made prior to substantial completion of the Improvements, shall not constitute an event of default under this Conditional Rezoning Agreement;
- c. **Compliance.** The Conditional Rezoning Agreement complies with the requirements of Township Ordinances, including the Township Zoning Ordinance.
- d. **Sole Authority.** The Township Board is the sole and appropriate municipal body to enter into the Conditional Rezoning Agreement with the Developer.
- e. **Use.** The intended land use for the Property is a permissible use under the Ypsilanti Township Zoning Ordinance.
- f. **Validity of Use.** In the event that the Township Zoning Ordinance is amended such that the use provided for in this Conditional Rezoning Agreement for the Property is no longer a permitted use of right in the B-3, General Business, the use provided for in this Conditional Rezoning Agreement and continuation of that use shall be governed by the provisions of the Townships Zoning Ordinance governing non-conforming lots, uses and structures currently set forth in Article 22 of the Zoning Ordinance.
- g. **Restraints.** Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the Township's Charter, or any agreement to which the Township is a party or by which it is bound.

6.2 **The Developers Representations and Warranties.** The Developer represents and warrants to the Township as follows:

- a. **Organization.** The Developer has all requisite power and authority to own and operate its assets and properties, to carry on business as now being conducted, and to enter into and perform the terms of the

Conditional Rezoning Agreement.

- b. **Authorization.** The execution and delivery of this Conditional Rezoning Agreement and consummation of the transactions contemplated hereby have been duly authorized by the Developer.
- c. **Restraints.** Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the Developer's organizational documents, or any agreement to which the Developer is a party or by which it is bound.
- d. **Disclosure.** No representation or warranty by the Developer, or any statement or certificate furnished to the Townships pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.
- e. **Litigation.** The Developer has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect the Developer or its principals from carrying out the covenants and promises made herein.
- f. **Financial.** The Developer is financially able to develop the Property.
- g. **Compliance with Laws.** The Developer shall comply with all Laws and all Township ordinances applicable to the construction, ownership, maintenance, operation and use of the Property.

6.3 **Effective Date.** The effective date of this Conditional Rezoning Agreement is the date the Agreement is recorded with the Washtenaw County Register of Deeds and a certified copy of the Agreement is filed with the Township Clerk.

The parties hereto have executed this Agreement as of the year and date set forth above.

"DEVELOPER"

MIODRAG RAKIC OR HIS ASSIGNEE

By: _____

Its: _____

"TOWNSHIP"

CHARTER TOWNSHIP OF YPSILANTI

By: _____

Brenda Stumbo, Supervisor

By: _____

Karen Lovejoy Roe, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2018, by _____, _____ of
_____ Corporation, on behalf of the corporation.

_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, Supervisor, and _____, Clerk of the Charter Township of Ypsilanti, on behalf of the Township.

_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY DESCRIPTION:

Part of the West 1/2 of Section 18, T.3S., R.7E., Ypsilanti Township, Washtenaw County, Michigan, more particularly described as beginning at the East 1/4 corner of Section 13, T.3S., R.6E., Pittsfield Township, Washtenaw County, Michigan; thence North 1 degree 03 minutes 30 seconds West 376.14 feet; thence South 86 degrees 30 minutes 42 seconds East 227.36 feet; thence South 80 degrees 16 minutes 38 seconds East 234.84 feet; thence South 67 degrees 30 minutes 30 seconds East 234.84 feet; thence South 54 degrees 44 minutes 22 seconds East 234.84 feet; thence South 41 degrees 58 minutes 14 seconds East 234.84 feet; thence South 35 degrees 35 minutes 69 seconds East 114.86 feet; thence South 9 degrees 24 minutes 51 seconds West 155.56 feet; thence South 54 degrees 24 minutes 51 seconds West to the West line of Lot 11 of the Elmfield Gardens Subdivision; thence Southeasterly 25.00 feet along said West line; thence South 54 degrees 24 minutes 51 seconds West 100.00 feet; thence North 34 degrees 23 minutes 00 seconds West 52.92 feet; thence North 43 degrees 35 minutes 30 seconds East 131.69 feet; thence North 14 degrees 38 minutes 30 seconds West 267.84 feet; thence South 34 degrees 24 minutes 00 seconds West 261.48 feet; thence South 5 degrees 36 minutes 00 seconds East to the North line of US-12; thence Southwesterly along said North line to the West line of Section 18; thence along said Section line to the Point of Beginning; and excepting therefrom as a permanent right of way easement the East 15 feet of the West 17.5 feet of the above described parcel.

Parcel Number: K-11-18-340-001 ALSO KNOWN AS 3160 WEST MICHIGAN

EXHIBIT B

COMMERCIAL PURCHASE AGREEMENT

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 16th day of July 2018, by and between Daystar Ltd LLC, a Michigan LLC ("Seller"), whose address is 19594 Mahon, Southfield, MI 48075, and Miodrag Rakic or entity that maybe assigned to later by Purchaser, ("Purchaser"), whose address is 7751 Whirlaway Drive, Saline, MI 48176, in the manner following:

1. PROPERTY DESCRIPTION. Purchaser offers and agrees to purchase the property located in the Township of Ypsilanti, County of Washtenaw, Michigan, commonly known as 3160 W Michigan Ave, Ypsilanti, MI 48197, and further described as: Tax ID #: K01118340001; legal description: YP#18-5B: BEG AT E 1/4 COR SEC 13, T3S-R6E; TH N 01-03-30 W 378.14 FT; TH S 86-39-42 E 227.38 FT; TH S 80-16-38 E 234.83 FT; TH S 67-30-30 E 234.83 FT; TH S 54-44-22 E 234.83 FT; TH S 41-58-14 E 234.84 FT; TH S 35-35-09 E 114.86 FT; TH S 09-24-51 W 1 55.56 FT; TH S 54-24-51 W TO WEST LINE LOT 11, ELMFIELD GARDENS SUB, TH SELY 25 FT IN SAID WEST LINE; TH S 54-24-51 W 100 FT; TH N 34-23-00 W 62.92 FT; TH N 43-39-30 E 131.69 FT; TH N 14-38-30 W 267.84 FT; TH S 84-24-00 W 261.48 FT; TH S 05-36-00 E T O NORTH LINE US-12; TH SWLY IN NORTH LINE US-12 TO WEST LINE OF SEC; TH N IN WEST LINE OF SEC TO POB. BEING PART OF LOTS 7-24 ELMFIELD GARDENS AND PART OF W 1/2 SEC 18, T3S-R7E,, together with all available land division splits as provided under the Michigan Land Division Act as revised March 31, 1997 an all other rights and privileges appurtenant thereto (the "Property"), together with all buildings, structures and other physical improvements situated on the Property (the "Improvements"), and all equipment and other personal property appurtenant to and currently used in connection with the Improvements, including personal property (the "Personal Property"), provided, however, the description of the Property shall be subject to a survey as provided for in this Agreement.

2. PURCHASE PRICE. The purchase price for the Property shall be [REDACTED] Dollars.

3. TERMS OF PAYMENT: Cash. Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller at closing upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified herein.

4. EARNEST MONEY DEPOSIT. Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with Devon Title Company, as the Title Insurance Company; which party shall be referred to as the "Escrow Agent", Purchaser's earnest money deposit in the amount of Ten Thousand (\$10,000.00) Dollars, paid in cash or check representing immediately available funds (the "Deposit"). The Deposit shall be refunded to Purchaser in the event this Agreement is terminated under the terms and conditions provided for herein; or applied to the Purchase Price at Closing.

5. INSPECTION PERIOD / DUE DILIGENCE. Purchaser shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Purchaser determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Purchaser, determined in the absolute discretion of Purchaser, with Purchaser's decision being final and

binding upon both parties. Purchaser shall have [REDACTED] from the Effective Date to notify Seller of its termination of this Agreement due to Purchaser's determination that the Property is unsuitable for its intended purpose (the "Inspection Period"). In the event Purchaser elects to terminate this Agreement, Purchaser shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Purchaser provides said notice of termination, Seller and the Escrow Agent shall be obligated to return the Deposit to Purchaser as provided in Section 4 hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Purchaser does not submit written notice of termination prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall therefore be deemed to be fulfilled. Seller, at no expense to Seller, shall fully cooperate with Purchaser in the obtaining of all approvals required from any federal, state or local government ("Governmental Approvals") necessary for Purchaser to satisfy itself during the Inspection Period of the suitability of the Property. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties agree that additional time is required to obtain them.

5a. RIGHT OF INSPECTION. The Seller agrees to grant the Purchaser, and professionals engaged by the Purchaser, reasonable access to the Property for the Purchaser and its professionals to perform investigations and surveys of the Property reasonable deemed necessary by the Purchaser for the due diligence to be performed by the Purchaser under Section 5 of this agreement. The Seller may request that any professional engaged by the Purchaser and who requests access to the Property provide commercial liability insurance in such amounts and coverages as are reasonable for the nature of the investigation to be performed.

5b. INSPECTION OPTION. Upon written notice by Purchaser to Seller and prior to the expiration of this agreement, the Seller hereby agrees to grant the Purchaser, the option to extend their due diligence contingency for another sixty (60) days. Purchaser shall pay five thousand dollars hereafter know as "Option Fee". The Option Fee shall be paid to Seller by the Escrow Agent at the close of escrow as a Purchaser closing line expense. Should this transaction fail to close, through no fault of the Seller, the Option Fee shall be paid to the Seller by Escrow Agent at the close of Escrow and termination of this agreement and mutual release of further liability to either party.

6. SURVEY AND TITLE INSURANCE.

- (a) **Survey:** Purchaser may, at its option and at Purchaser's cost, cause to be prepared an on-the-ground boundary survey of the Property (herein referred to as the "Survey"). The Metes and Bounds or other legal description of the Property resulting from the Survey, if and as accepted by Purchaser, shall upon such acceptance supersede and replace the description of the Property set forth in Section 1 hereof for all purposes hereunder and shall be the description of the Property used in the Warranty Deed or Land Contract and Owner Policy of Title Insurance to be furnished hereunder, to be paid for by Seller
- (b) **Title Insurance:** Within ten (10) days of the Effective Date of this Agreement, Purchaser shall order a commitment for an Owner's ALTA Title Policy, without Standard Exceptions (the "Commitment"), from Devon / Title (the "Title Company"), and shall provide a copy of the same to Seller upon receipt. Purchaser shall notify Seller in writing within thirty (30) days of receipt of any concerns that Purchaser may have with such Commitment. Notwithstanding the same, Purchaser shall be under no obligation to purchase the Property from Seller unless the Title Company shall deliver to Purchaser at Closing an Owner's ALTA Policy of Title Insurance, at Seller's expense, which shall identify the Property and easements appurtenant thereto by the legal description(s) set forth on the Survey, and which Owner's Policy of Title Insurance shall have no exceptions to title (except for those approved in writing by Purchaser). To satisfy the requirements hereof, the Commitment shall be accompanied by legible copies of all exceptions to title referred to therein and shall be deemed to include the same. The Title Insurance Policy to be issued pursuant to the Commitment shall contain

endorsements stating: (i) that the Property abuts the public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the Survey provided by Purchaser and (ii) such other endorsements as Purchaser may reasonably require (the "Endorsements"), provided, however, in the event any such Endorsements shall not be included in the Title Company's standard fee for the Commitment and title insurance policy, then Purchaser shall be responsible for the additional fees in connection with the issuance of such Endorsements. Seller hereby agrees to provide to the Title Company any abstracts of title covering the Property and/or any other form of title evidence it may have obtained, including any former owner's title insurance policy. Purchaser's decision as to whether satisfactory title insurance can be obtained shall be final and shall not be subject to question by Seller. Seller shall cooperate fully with Purchaser in helping Purchaser to eliminate such exceptions from Purchaser's Commitment as Purchaser may desire eliminated, and further, Seller shall cooperate fully with Purchaser to satisfy all requirements of Closing outlined in Purchaser's Commitment.

- (c) **Objections to Title and Survey.** In the event the Commitment reflects that title to the Property is not vested in Seller or if any of the building and/or use restrictions, easements, or covenants of record (the "Permitted Exceptions") would, in Purchaser's reasonable judgment, interfere with Purchaser's intended use of the Property, or if the Survey reflects that title to the Property is not in the condition as described in Section 6(a) above, or if Purchaser has any other objection to title, and Purchaser so notifies Seller in writing of such objection(s) within the time provided in Section 5, then Seller shall have Thirty (30) days from the date Seller is notified in writing of the particular defect(s) claimed by Purchaser, to either: (i) remedy the title defects described in Purchaser's written notification to Seller and obtain and deliver to Purchaser a revised Commitment and/or Survey which reflects that all such defects have been remedied; or (ii) notify the Escrow Agent to promptly refund Purchaser's Deposit in full termination of this Agreement.

7. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION.

- (a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Purchaser, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are, or may be present on the Property.
- (b) **Due Diligence.** Seller shall deliver to Purchaser any documentation (for example: any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) in Seller's possession or control which relates to the Property, within ten (10) days of the Effective Date, Seller understands that Purchaser requires this information and the information in 7 (a) above to properly evaluate the Property, avoid damaging underground structures and utilities and avoid causing, contributing to or exacerbating the release of a hazardous substance in the course of its investigations. Purchaser shall have the right to conduct a Phase I environmental investigation during the Inspection Period. If further activities are required, Purchaser and Seller shall determine the extent of said activities. Purchaser agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. CLOSING AND CLOSING ADJUSTMENTS. Closing shall take place at the offices of Devon Title Company and Seller shall convey the Property to Purchaser in accordance with the terms hereof at the earlier of: (i) thirty (30) days following the expiration of the Inspection Period or extensions thereafter described in Section 5; or (ii) upon Purchaser's written notification to Seller that all of the requirements set forth in Sections 5, 6 and 7 of this Agreement have been fulfilled to the full satisfaction of Purchaser, unless this Agreement is terminated as otherwise herein provided (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed, subject to the Permitted Exceptions acceptable to Purchaser, conveying the Property along with the right to make all permitted land divisions of the Property, under the Michigan Land Division Act, MCL 560.101 *et seq* to Purchaser, to be prepared at Seller's cost. At Closing Seller agrees that it will convey the Property to Purchaser by Warranty Deed containing covenants of title satisfactory to Purchaser, which covenants of title shall state that Seller is seized of the Property in fee simple, and that Seller has bargained, sold and conveyed unto Purchaser and its successors and/or assigns in title the Property in fee simple, and that Seller will warrant and defend title against the claims of all persons or entities. The Warranty Deed shall provide that title to the Property conveyed at Closing shall be marketable and free and clear of any and all liens, mortgages, deeds of trust, security interests, covenants, conditions, restrictions, non-permitted easements, non-permitted rights-of-way, licenses, encroachments, judgments or encumbrances of any kind except: (i) the lien of real estate taxes not yet due and payable; and (ii) any Permitted Exceptions acceptable to Purchaser. Should any liens or encumbrances recorded against the property, Seller shall pay and/or satisfy any such encumbrances simultaneously with the closing and transfer the property in the condition required above. In addition, at Closing Seller shall have the responsibility of paying for the title insurance and all state or county transfer taxes and documentary stamps, if any, occasioned by the conveyance of the Property. The current real estate taxes (i.e. the most recent summer and winter tax bills issued) and assessments, if any, on the Property shall be prorated to the date of the Closing on a "due date" basis. All other assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Seller shall pay all broker's fees or real estate sales commissions, or any similar fees occasioned by the sale of the Property, and Purchaser shall have no obligation or responsibility toward the payment of any such costs. Seller agrees to promptly forward to Purchaser any property tax statements for the Property received by Seller after Closing and if Seller fails to do so, Seller shall be liable for any penalties Purchaser has to pay because of Seller's failure.

8a. TENANTS. The Seller will deliver the Property to the Purchaser under this agreement without any party having any lease or tenant's interest in the Property, and the Property will be free and clear of all such interests.

9. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents and covenants to Purchaser, as follows:

- (a) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement.

- (b) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and in fact and the Property at Closing shall have the title status as described in Section 6 of this Agreement.

- (c) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
- (d) **Condemnation.** Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.
- (e) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will defend, indemnify and otherwise hold Purchaser harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Purchaser may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.
- (f) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Purchaser of any such assessments which are brought to Seller's attention after the execution of this Agreement. Seller will pay or cause to be paid promptly all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property and due on or prior to the Closing Date.
- (g) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon use of the Property or any part thereof.
- (h) **No Violations.** Seller has received no notice there are any violations of state or federal laws, municipal, or county ordinances, or other legal requirements with respect to the Property, including those violations referenced in Paragraph 7 above. Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

- (i) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).
- (j) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.
- (k) **Mechanics and Material men.** On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, material men, architect, or engineer requested by Purchaser for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one hundred twenty (120) days prior to the Closing Date.

10. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- (a) **Authority** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.
- (b) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound. At Closing all necessary and appropriate action will have been taken by Purchaser authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Purchaser of the documents and instruments to be executed by Purchaser at Closing and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

11. DAMAGE TO PROPERTY. If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which cannot be repaired prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within fifteen (15) days after the date of damage or taking. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. SELLER'S CLOSING OBLIGATIONS. At Closing, Seller shall deliver the following to Purchaser:

- (a) The Warranty Deed required by Section 3 and Section 8 of this Agreement, together with the Owner's Policy of Title Insurance.
- (b) A bill of sale for any Personal Property and/or Improvements if any.
- (c) Any other documents required by this Agreement to be delivered by Seller.
- (d) An accounting of operating expenses including, but not limited to: common area maintenance statements, property tax statements, insurance binder and/or policy, a schedule of rents collected in advance or arrears, and an accurate allocation between the parties of the same pursuant to the terms herein.
- (e) O t h e r :

13. PURCHASER'S CLOSING OBLIGATIONS. At closing, Purchaser shall deliver to Seller the following:

- (a) The cash portion of the purchase price specified in Section 3 above shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance with this Agreement.
- (b) Any other documents required by this Agreement to be delivered by Purchaser.
- (c) Other: _____

14. SECTION 1031 TAX-DEFERRED EXCHANGES. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

15. NOTICES. Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified or express mail addressed to the parties at their

addresses specified within this Agreement, and any notices given by mail shall be deemed to have been given as of the date of the postmark.

16. ADDITIONAL ACTS. Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, including any counter proposals or amendments counter-signed by the opposing party.

18. ADVICE OF COUNSEL. All parties involved in a real estate transaction should seek the advice of legal counsel before entering into any agreement; to determine the marketability of title; understand possible tax consequences; to ascertain that the terms of the sale are adhered to before the transaction is closed; and to obtain advice with respect to all notices related to this Agreement. Purchaser and Seller acknowledge the importance for advice to counsel and acknowledge that Broker is not an attorney and do not provide legal advice and shall not be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

- (a) **Seller's Attorney Approval:** Approval of Contract Language by Seller's attorney within five (5) business days from the Effective Date of this Agreement.
- (b) **Purchaser's Attorney Approval:** Approval of Contract Language by Purchaser's attorney within five (5) business days from the Effective Date of this Agreement.

19. BROKERAGE FEE. Purchaser and Seller each acknowledge that:

- (a) Purchaser's real estate agent is Tom Stachler of Real Estate One, 555 Briarwood Circle, Ann Arbor, MI 48108 734-996-0000 aatom@me.com
- (b) Seller's real estate agent is [REDACTED]
- (c) Seller agrees to pay the real estate broker(s) involved in this transaction a brokerage fee as specified in a commission or listing agreement, or as provided in a subsequent agreement between the parties. In the event no such agreement exists, Seller agrees to pay a brokerage fee equivalent to Three (3%) percent of the sale price promptly at and subject only to closing. Unless otherwise previously agreed, the parties agree that the brokerage fee may be shared between the brokerage firms listed above on a 50/50 basis. The parties

salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees.

20. DEFAULT.

- (a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser may, at Purchaser's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full.
- (b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Deposit amount as full and complete liquidated damages for such default of Purchaser, the parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for any claims, injury or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

21. INCENTIVES. Purchaser shall have the exclusive right to seek and obtain any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property, and Purchaser's right to do so shall take precedence over any such right of Seller with respect to the Property in the event such incentives, inducements, allowances or similar benefits may only be sought by one party. Seller shall reasonably cooperate and provide all necessary information and approvals to facilitate the same.

22. WAIVER. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

23. DATE FOR PERFORMANCE. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

24. FURTHER ASSURANCES. The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

25. SEVERABILITY. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

26. CUMULATIVE REMEDIES. The rights, privileges and remedies granted by Seller to Purchaser hereunder shall be deemed to be cumulative and may be exercised by Purchaser at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Purchaser shall have the right to choose to enforce any or all such rights, privileges or remedies.

27. AUTHORITY. The undersigned officers of Seller and Purchaser, if an entity, hereby represent, covenant and warrant that all actions necessary by their respective Shareholders, Members, Partners, Boards of Directors, or other corporate entity authority will have been obtained and that they will have been specifically authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects. Purchaser and Seller covenant to provide written evidence of compliance with this Section (27) prior to or on the Closing Date.

28. SUCCESSORS AND ASSIGNS. The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context. No party to this agreement will assign their interest in the agreement without the written consent of the other.

29. NOTICE OF CONTACT WITH THIRD PARTIES. During the pendency of this Agreement, Seller may discuss with, or receive the submission of proposals or offers from a third party or entity relating to the purchase of the Property. In the event Seller should receive such a proposal, Seller shall promptly notify Purchaser in writing of same and, further, advise any such third party or entity of the existence of this Agreement and, if necessary, make a copy of this Agreement available to any such third party or entity with all monetary terms, dates and conditions redacted and blocked from view.

30. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto. No prior verbal or written Agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the parties in order for the same to be binding upon the parties.

31. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arms length and shall at all times be and remain that of Purchaser and Seller. No agency relationship exists between the Broker(s) and the principle parties to this agreement except or unless by separate agreement(s).

32. RECORDING. This Agreement shall not be recorded by either party or any of their representatives.

33. CONFIDENTIALITY. Subject to all other terms of this Agreement, each party agrees to maintain this Agreement and the information in this Agreement as confidential, and each will not disclose such information to any other person without

the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's real estate broker, salesperson, or agent, to other professional advisors or agents of the party, and as required by law or legal process.

34. COUNTERPARTS. This Agreement may be executed in counterpart originals, and facsimile or electronic signatures shall be considered as originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

35. OTHER PROVISIONS. In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

PURCHASER'S ACKNOWLEDGMENT OF OFFER:

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser: Miodrag Rakic or Assignee

Witnesses:

By: DocuSigned by:
Miodrag Rakic 7/16/2018 | 8:32 PM EDT
840137BF14BF47C...
Miodrag Rakic or Assignee

DS
JS

Its:

SELLER'S ACCEPTANCE:

Seller accepts this Agreement on this day of JULY 18, 2018, with the following conditions: or without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the _____ of _____ 2018, at _____ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller: DayStar LTD LLC

Witnesses:

By: CIRE S. GRAY
Cire S. Gray



Its: Authorized Member

By: _____

Its: _____

PURCHASER'S ACKNOWLEDGMENT OF ACCEPTANCE:

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then becomes the Effective Date of this Agreement.

Seller has accepted this Agreement on this 19th day of July, 2018, at 10am(AM/PM)

For Purchaser: Miodrag Rakic or Assignee

Witnesses:

By: DocuSigned by:
Miodrag Rakic _____

Its: _____

CB

EXHIBITS:

The following exhibits are attached hereto and shall become part of this Agreement by reference:

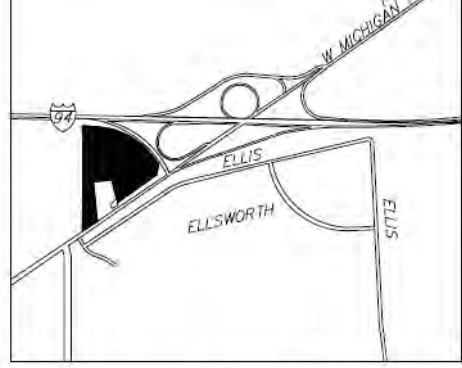
Exhibit Name	Exhibit Description	Provided By (Purchaser or Seller)	Attached By (Date)
Exhibit A			
Exhibit B			
Exhibit C			
Exhibit D			

CG

EXHIBIT C

3160 WEST MICHIGAN AVENUE CONCEPT PLAN

Proposed Site Plan*



LOCATION MAP
NO SCALE

Proposed Use: Tennis Facility (indoor/outdoor) and retail

The current zoning of RM-2 does not permit an indoor/outdoor recreation and retail use.

B-3 permits retail and indoor recreation by right. Outdoor recreation requires a special conditional use permit.



Atelier Architect, P.C.
8548 Orchard Lake Rd Suite 16
West Bloomfield, MI 48322-2327
Phone: 248-885-8288
Fax: 248-885-8287
e-mail: info@atelierarchitect.com

Project
YPSILANTI TWP, TENNIS CLUB

Project No.
2018-24

Certification
I hereby certify that the construction documents contained herein were prepared under my direct supervision and I am a registered architect under the laws of the State of Michigan.



Sheet Title
SITE PLAN

Issued	Date
REZONING	08 / 28 / 2018

PRELIMINARY SITE PLAN
SCALE: 1"=80',00"

*Note: The proposed site plan and outdoor use (SCU) will need to be submitted, reviewed, and approved/approved with conditions/denied by the Planning Commission

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




Charter Township of Ypsilanti

Clerk's Office

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

MEMORANDUM

To: Charlotte Wilson, Planning Coordinator

From: Karen Lovejoy Roe, Clerk 

Date: October 17, 2018

Subject: ***1st Reading of Resolution 2018-30, Proposed Ordinance 2018-483 an Ordinance Amending Ordinance No. 74, Township Zoning Ordinance so as to Rezone 3160 W. Michigan Avenue, Parcel ID K-11-18-340-001, From Its Current RM-2 (Multi-Family Residential) to B-3 (General Business) with Voluntary Prohibition of Automotive Uses as Defined in Township Zoning Ordinance Section 306***

At the regular meeting held on October 16, 2018, the Charter Township of Ypsilanti Board of Trustees approved the 1st Reading of Resolution 2018-30, Proposed Ordinance 2018-483, an ordinance amending Ordinance No. 74, Township Zoning Ordinance so as to rezone 3160 West Michigan Avenue, parcel ID #K-11-18-340-001, from its current RM-2 (Multi-Family Residential) to B-3 (General Business) with voluntary prohibition of automotive uses as defined in Township Zoning Ordinance Section 306 with the following changes:

- The addition of the specific uses that are prohibited to the language of the resolution and ordinance and also included on the deed restriction

The second reading of the Ordinance will be held at the November 20, 2018 Regular Meeting.

A copy of the proposed ordinance is attached.

Should you have any questions, please contact my office.

Irs

Enclosure

cc: Michael Radzik, OCS Director
Nancy Wrybkowski, OCS Executive Coordinator
Files

Charter Township of Ypsilanti

ORDINANCE 2018-483

An Ordinance Amending Ordinance No. 74, Township Zoning Ordinance, So As To Rezone 3160 West Michigan Avenue, being Parcel ID K-11-18-340-001, From Its Current RM-2 (Multi-Family Residential) District Zoning Classification to B-3 (General Business) District Zoning Classification with voluntary prohibition of automotive uses as defined in Township Zoning Ordinance Section 306

The Charter Township of Ypsilanti hereby ordains that Ordinance No. 74, adopted May 18, 1994, shall be amended as follows:

Real Property consisting of 20.570 acres of land located at 3160 West Michigan Avenue, also known as Parcel ID K-11-18-340-001, and more particularly described as follows:

See attached legal description labeled "Attachment A"

shall be rezoned from its current RM-2 (Multi-Family Residential) District zoning classification to the B-3 (General Business) District zoning classification with prohibition by deed restriction of automotive uses as defined in Township Zoning Ordinance Section 306, which was voluntarily requested by the Applicant.

The Zoning Map, as incorporated by reference, in the Charter Township of Ypsilanti Zoning Ordinance is hereby amended by the rezoning of the afore-described parcel of property from its RM-2 District zoning classification to the B-3 District zoning classification with prohibition of automotive uses as defined in Township Zoning Ordinance Section 306.

Severability

In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

Publication

This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date

This Ordinance shall become effective upon:

- 1) Recording of a deed restriction, approved by the Ypsilanti Township Attorney prohibiting on Parcel ID K-11-18-340-001, automotive uses as defined in the Ypsilanti Township Zoning Ordinance, Section 306; and
- 2) Publication of this ordinance in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2018-483 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on October 16, 2018. The second reading is scheduled to be heard on November 20, 2018.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

“ATTACHMENT A”

PROPERTY DESCRIPTION:

Part of the West 1/2 of Section 18, T.3S., R.7E., Ypsilanti Township, Washtenaw County, Michigan, more particularly described as beginning at the East 1/4 corner of Section 13, T.3S., R.6E., Pittsfield Township, Washtenaw County, Michigan; thence North 1 degree 03 minutes 30 seconds West 375.14 feet; thence South 86 degrees 30 minutes 42 seconds East 227.36 feet; thence South 80 degrees 16 minutes 38 seconds East 234.84 feet; thence South 67 degrees 30 minutes 30 seconds East 234.84 feet; thence South 54 degrees 44 minutes 22 seconds East 234.84 feet; thence South 41 degrees 58 minutes 14 seconds East 234.84 feet; thence South 35 degrees 35 minutes 69 seconds East 114.86 feet; thence South 9 degrees 24 minutes 51 seconds West 155.56 feet; thence South 54 degrees 24 minutes 51 seconds West to the West line of Lot 11 of the Elmfield Gardens Subdivision; thence Southeasterly 25.00 feet along said West line; thence South 54 degrees 24 minutes 51 seconds West 100.00 feet; thence North 34 degrees 23 minutes 00 seconds West 52.92 feet; thence North 43 degrees 35 minutes 30 seconds East 131.69 feet; thence North 14 degrees 38 minutes 30 seconds West 267.84 feet; thence South 34 degrees 24 minutes 00 seconds West 261.48 feet; thence South 5 degrees 36 minutes 00 seconds East to the North line of US-12; thence Southwesterly along said North line to the West line of Section 18; thence along said Section line to the Point of Beginning; and excepting therefrom as a permanent right of way easement the East 15 feet of the West 17.5 feet of the above described parcel.

Parcel Number: K-11-18-340-001 ALSO KNOWN AS 3160 WEST MICHIGAN

**CHARTER TOWNSHIP OF YPSILANTI
PLANNING COMMISSION
MINUTES OF THE SEPTEMBER 25, 2018 REGULAR MEETING**

Chair Jason Iacoangeli called the regular meeting to order at 6:30 p.m. in the Ypsilanti Township Civic Center Board Room 7200 S. Huron River Drive, Ypsilanti Township.

Commissioners Present: Chair Jason Iacoangeli and Commissioners Gloria Peterson, Bill Sinkule, Laurence Krieg, Stan Eldridge, Sally Richie and Muddasar Tawakkul

Commissioners Absent: None

Others in Attendance: Denny McLain, Township Attorney; Megan Masson-Minock, Carlisle-Wortman Associates; Mike Radzik, OCS Director; Charlotte Wilson, Planning and Development Coordinator

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF THE AUGUST 28, 2018 REGULAR MEETING MINUTES

A motion was made by Commissioner Krieg supported by Commissioner Richie to approve the minutes as amended of the August 28, 2018 Regular Meeting. The motion carried unanimously.

4. APPROVAL OF AGENDA

A motion was made by Commissioner Richie supported by Commissioner Eldridge to approve the agenda. The motion carried unanimously.

5. PUBLIC HEARINGS AND PLAN REVIEW

REZONING – RM-2 TO B-3 – 3160 WEST MICHIGAN AVENUE – TO CONSIDER RECOMMENDING TO THE TOWNSHIP BOARD OF TRUSTEES TO REZONE THE 20.57 ACRE PARCEL FROM RM-2 (MULTIPLE-FAMILY RESIDENTIAL) TO B-3 (GENERAL BUSINESS) LOCATED AT 3160 WEST MICHIGAN AVENUE, PARCEL K-11-18-340-001.

Charlotte Wilson, Planning and Zoning Coordinator, stated the applicant provided a letter requesting conditional rezoning prohibiting automotive uses. According to the 2014 Master Plan the site is designated as a future land use category of general commercial G-3. The property is surrounded by I-94, RM-3, Pittsfield Township, B-3 and R-1.

The proposed use of the property is an indoor/outdoor tennis facility with retail, which the current zoning does not permit. B-3 does permit retail and indoor recreation by right but the outdoor recreation would require a Special Conditional Use permit. The application included a conditional rezoning request which would follow the same process as a regular rezoning request. The request must be voluntary and special conditions can be placed on the rezoning. In the letter dated September 21, 2018 the applicant requested prohibiting automotive uses at the property according to the Township Zoning Ordinance Section 306. The conditions as set by the Michigan Zoning Enabling Act Public Act 110 of 2006 has five conditions, one of which states the request has to be completely voluntary. The Township may establish a time period that would limit the prohibition of automotive uses if desired. The time period could also be extended if the land owner and Township requested. The requested zoning is consistent with the Township Zoning Master Plan.

Staff recommended the Commission recommend approval to the Township Board.

Fahrid Majarhati, project architect, said the applicant currently has a facility in Ann Arbor which they have outgrown. They have been in search of a new location for over a year

**Charter Township Of Ypsilanti
Planning Commission Regular Meeting Minutes
September 25, 2018
Page 2**

and believe this location would fit their needs best. The retail portion would not be built until after the tennis facilities were finished.

Commissioner Peterson asked their location in Ann Arbor.

Mr. Majarhati said Jackson Plaza.

Commission Sinkule asked if the facility would be for all ages.

Mr. Majarhati said yes.

Commissioner Tawakkul asked what the proposed timeline would be once a site plan was approved.

Mr. Majarhati replied the tennis facility would be constructed soon after approval and the retail portion would be based on retailer interest. He could not say if they would be completed within a year or year and a half as the site has some challenges.

Commissioner Richie mentioned that they are only addressing the rezoning question that evening and that the tennis facility may never be built.

Commissioner Iacoangeli agreed.

Commissioner Krieg said he believed the facility would be a good fit for the property.

Commissioner Iacoangeli agreed.

Commissioner Tawakkul asked the Township Attorney if the rezoning would flow with the land or owner.

Attorney McLain said it would flow with the land and if uses are restricted voluntarily then the restrictions should also flow with the land.

Commissioner Iacoangeli stated he agreed with prohibiting automotive uses at the address.

Commissioner Peterson agreed.

Commissioner Eldridge asked if the conditions would stay in place if the property sold.

Attorney McLain said the condition could be put in as a deed restriction at the time of sale to guarantee the new purchaser was bound. He said if any owner violated the condition they could risk having the rezoning reversed.

Commissioner Krieg was excused from the remainder of the meeting due to prior commitments.

Mr. Majarhati said his client had no problem with a deed restriction.

The public hearing opened at 6:49 pm

Tom Stackrounds, Real Estate One Ann Arbor, broker for the applicant, asked if in the future the tennis facility is not developed and the new developer wanted to build an automotive use, would they not be denied due to the conditions in the rezoning.

Attorney McLain stated he would be more comfortable with a deed restriction. He said one could go back and refer to the conditions in that case but he would prefer having a deed restriction.

Mr. Stackrounds said if anything changes in the future then deed restrictions are difficult to get rid of.

Commissioner Iacoangeli said that is the point.

The public hearing closed at 6:52 pm

Commissioner Eldridge said the Township needed to find different businesses and venues to bring into the Township.

A motion was made by Commissioner Eldridge, supported by Commissioner Tawakkul to recommend approval to the Township Board of Trustees the request to conditionally rezone the 20.57 acre parcel from RM-2 (Multiple-Family Residential to B-3 (General Business) with the prohibition of automotive uses as defined in Township Zoning Ordinance Section 306 located at 3160 West Michigan Avenue, K-11-18-340-001 as the request is consistent with the criteria established in the Township Zoning Ordinance Section 2704, Criteria for Amendments to the Zoning Map with stipulation that there be a deed restriction that speaks to the non-uses as indicated in this meeting.

The motion carried as follows:

Richie: Yes Eldridge: Yes Peterson: Yes Sinkule: Yes Tawakkul: Yes Iacoangeli: Yes

6. OLD BUSINESS

None

7. NEW BUSINESS

A. MASTER PLAN – TO PROVIDE INPUT ON THE MASTER PLAN UPDATES AND PROCESS.

Megan Masson-Minock, Carlisle-Wortman Associates, said a summary of the Plan to Plan meeting and the Community Engagement Strategy for the Master Plan was included in the Commissioner's packets. She said there is a Master Plan workshop scheduled for October 16-19, 2018 and encouraged the Commissioners to attend. She thanked Ms. Wilson, Crystal Campbell, Becky Baker and Sara Jo Shipley for their help. She said Ms. Wilson sent a link via email for a survey and asked the Commissioners to complete.

Commissioner Richie asked if the link could be forwarded to others.

Ms. Masson-Minock said yes.

Commissioner Tawakkul asked how many people received the email and survey link.

Ms. Masson-Minock stated she was unsure but said she will let him know tomorrow.

Commissioner Sinkule asked where the Open Studio was located.

Ms. Masson-Minock said at the Community Center on Clark Road.

Commissioner Iacoangeli said he believed the list for public engagement was very comprehensive.

Commissioner Tawakkul suggested reaching out to the school's PTO contacts and emailing them links to the survey and flyers.

Ms. Masson-Minock said she would coordinate that with Ms. Campbell.

8. OPEN DISCUSSION FOR ISSUES NOT ON THE AGENDA

A. CORRESPONDENCE RECEIVED

MAP

B. PLANNING COMMISSION MEMBERS

Commissioner Richie asked if ID badge pictures could be taken that evening.

C. MEMBERS OF THE AUDIENCE

None

9. TOWNSHIP BOARD REPRESENTATIVE REPORT

None

10. ZONING BOARD OF APPEALS REPRESENTATIVE REPORT

None

11. TOWNSHIP ATTORNEY REPORT

None

12. PLANNING DEPARTMENT REPORT

None

13. OTHER BUSINESS

None

A motion was made by a Commissioner Peterson, supported by Commissioner Sinkule to adjourn the meeting. The motion carried unanimously.

The meeting was adjourned at approximately 7:00 p.m.

Respectfully submitted,

Laura Gough
OCS Clerk

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

September 26th, 2018

Miodrag Rakic
7751 Whirlaway Drive
Saline, MI 48176

Re: Planning Commission Recommendation – Rezoning – 3160 West Michigan Avenue

Miodrag Rakic,

Please be advised that on the evening of September 25th, 2018 the Planning Commission considered recommending to the Township Board of Trustees to conditionally rezone the 20.57 acre parcel from RM-2 (Multiple Family Residential) to B-3 (General Business) located at 3160 West Michigan Avenue, parcel K-11-18-340-001. The Planning Commission recorded the following:

A motion was made by Commissioner Eldridge, supported by Commissioner Tawakkul to recommend approval to the Township Board of Trustees the request to conditionally rezone the 20.57 acre parcel from RM-2 (Multiple-Family Residential to B-3 (General Business) with the prohibition of automotive uses as defined in Township Zoning Ordinance Section 306 located at 3160 West Michigan Avenue, K-11-18-340-001 as the request is consistent with the criteria established in the Township Zoning Ordinance Section 2704, Criteria for Amendments to the Zoning Map with stipulation that there be a deed restriction that speaks to the non-uses as indicated in this meeting.

The motion carried as follows:

**Richie: Yes Eldridge: Yes Peterson: Yes Sinkule: Yes Tawakkul: Yes
Iacoangeli: Yes Krieg: Absent**

If you should have any questions regarding this motion, please feel free to contact the Office of Community Standards at 734-485-3943 or email at cwilson@ytown.org.

Best Regards

Charlotte Wilson

Charlotte Wilson
Planning and Development Coordinator

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

Staff Report

Petition to Rezone Real Property 3160 West Michigan Avenue

September 25th, 2018

CASE LOCATION AND SUMMARY

A petition has been filed with the Office of Community Standards requesting to consider recommending to the Township Board of Trustees to rezone the 20.57 acre parcel from RM-2 (Multiple-Family Residential) to B-3 (General Business) located at 3160 West Michigan Avenue, parcel K-11-18-340-001. The applicant provided a letter requesting a conditional rezoning, prohibiting automotive uses.

APPLICANT

Miodrag Rakic
7751 Whirlaway Drive
Saline, MI 48176

CROSS REFERENCES

Zoning Ordinance citations:

- Article XXVII; Section 2701 – Changes and Amendments
- Article XI; Section 1100 – B-3 General Business District

SUBJECT SITE USE, ZONING AND COMPREHENSIVE PLAN

The 2014 Master Plan designates this site for General Commercial which corresponds to the B-3, General Business, zoning district. The subject property is currently zoned RM-2, Multiple-Family Residential. The parcel is currently a vacant.

The public notice was published in the Washtenaw County Legal Newspaper on August 30th, 2018 and sent to properties within 300 feet of the subject property in accordance with State requirements.

Aerial – 3160 West Michigan Avenue



ADJACENT USES, ZONING AND COMPREHENSIVE PLAN

Direction	Use	Zoning	Master Plan
North	I-94, Vacant	N/A, RM-3	N/A, SFR-4
South	Gas Station/Car Wash/Convenience Store, Vacant, Single Family Residential	B-3, R-1	GC, SFR-1
East	I-94	N/A	N/A
West	Pittsfield Township	N/A	N/A

ANALYSIS

The applicant submitted a letter on September 21st, 2018 requesting a conditional rezoning to prohibit automotive uses at the subject property. According to the Township Zoning Ordinance Section 306, schedule of uses, automotive uses principally permitted and permitted by special use include the following:

- Automobile car wash, automatic or self-service
- Bus passenger stations
- Gasoline service station with or without minor repair and sale of incidental minor accessories or convenience items
- Minor automotive repair businesses
- Dealership for sale of new or used automobiles, boats, house trailers or rental of trailers and/or automobiles

- Off-street parking lots as primary use
- Railroad lines, rail spurs and similar rail transport access facilities

A conditional rezoning is permitted by the Michigan Zoning Enabling Act 110 of 2006. The following are the requirements of the MZEA 110 of 2006:

*125.3405 Use and development of land as condition to rezoning.
Sec. 405.*

(1) An owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map.

- On September 21st, 2018, the applicant submitted a letter voluntarily requesting to prohibit automotive uses at the subject property.

(2) In approving the conditions under subsection (1), the local unit of government may establish a time period during which the conditions apply to the land. Except for an extension under subsection (4), if the conditions are not satisfied within the time specified under this subsection, the land shall revert to its former zoning classification.

- Ypsilanti Township may establish a time period for the conditions of prohibiting the automotive uses, if desired.

(3) The local government shall not add to or alter the conditions approved under subsection (1) during the time period specified under subsection (2) of this section.

- The conditions requested by the applicant may not be added to or altered.

(4) The time period specified under subsection (2) may be extended upon the application of the landowner and approval of the local unit of government.

- If a time period is established, the time period can be extended upon application of landowner and approval by Ypsilanti Township.

(5) A local unit of government shall not require a landowner to offer conditions as a requirement for rezoning. The lack of an offer under subsection (1) shall not otherwise affect a landowner's rights under this act, the ordinances of the local unit of government, or any other laws of this state.

- The conditional rezoning request is voluntary by the applicant and is not a requirement for the right to request a rezoning.

Section 2704 of the Zoning Ordinance provides criteria for amendment of the zoning map. This review is based on those rezoning criteria and the most recent 2014 Master Plan update.

- a. *Consistency with the goals, policies and future land use map of the Charter Township of Ypsilanti Master Plan, including any sub-area or corridor plans. If conditions have changed since the master plan was adopted, the rezoning may be found to be consistent with recent development trends in the area.*
 - The requested rezoning is consistent with the Future Land Use Map of the Township 2014 Master Plan which recommends General Commercial uses for the subject properties. General Commercial is defined as “Businesses which serve the community at large including Ypsilanti Township, City of Ypsilanti and adjacent Townships are designated by this category.”
- b. *Compatibility of the site's physical, geological, hydrological and other environmental features with all uses permitted in the proposed zoning district compared to uses permitted under current zoning.*
 - There is no evidence indicating that the site contains any environmental features that would restrict development under either the current or proposed zoning designations.
- c. *Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one of the uses permitted under the current zoning.*
 - The applicant is proposing retail and a tennis training facility. The proposed use would not be allowed without the requested zoning amendment.
- d. *The compatibility of all uses permitted in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values compared to uses permitted under current zoning.*
 - As the proposed B-3 conditional zoning designation, the impact to any neighboring property will be limited. The applicant requested that automotive and transportation related uses would be prohibited. I-94 to the north and east would not be affected by the rezoning. The multiple-family residential property in Pittsfield Township to the west would also have minimum impact as any nonresidential development would need to include buffering.
- e. *The capacity of township utilities and services are sufficient to accommodate all the uses permitted in the requested district without compromising the health, safety and welfare of the township.*
 - Public water and sewer and other necessary utilities are available in this area to serve the site.
- f. *The capacity of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. A traffic impact study in accordance with the requirements of the township traffic impact study ordinance shall be*

provided if the proposed rezoning district permits uses that could generate 100 or more directional trips during the peak hour, or at least 1,000 more trips per day than the majority of the uses that could be developed under the current zoning, as determined by the community and economic development department.

- The applicant submitted a traffic impact questionnaire for the site.
- g. The apparent demand for the types of uses permitted in the requested zoning district in the township, and surrounding area, in relation to the amount of land in the township, and surrounding area, currently zoned and available to accommodate the demand.*
- The RM-2 zoning designation also would not permit the proposed use by a matter of right or special land use. The proposed rezoning would resolve this issue.
- h. The boundaries of the requested zoning district are sufficient to meet the dimensional regulations for the zoning district listed in Article XX Schedule of Regulations.*
- The property is currently vacant. New construction would require a site plan and Planning Commission approval.
- i. If a rezoning is appropriate, the requested zoning district shall be more appropriate from the township's perspective than another zoning district.*
- In addition to being in accordance with the 2014 Master Plan, the proposed B-3 zoning is more appropriate than RM-2 due to the access points. There is a shared access driveway from the existing gas station at 3150 West Michigan Avenue, parcel K -11-18-340-002. Commercial uses, instead of multiple family residential uses are more appropriate with this type of access and proximately to I-94.
- j. The requested rezoning will not create an isolated and unplanned spot zone.*
- The requested B-3 zoning on this site would be consistent with surrounding land uses.
- k. The request has not previously been submitted within the past one year, unless conditions have changed or new information has been provided.*
- A rezoning request has not been considered on this site within the past year.

RECOMMENDATION

The requested rezoning from RM-2, Multiple-Family Residential, to B-3, General Business is in accordance with the 2014 Master Plan. After review of the uses permitted by right and special use in B-3 and RM-2, the uses in B-3 ensure the compatibility between the operations and activities of businesses and character of the neighborhood in which the parcel is located. The intent of the B-3 general business district is designed to provide sites for more diversified business types which would be compatible with the proximity to I-94 and surrounding business. In addition, the

conditional rezoning to prohibit automotive related uses would create a welcoming gateway into Ypsilanti Township.

This request requires the Planning Commission to make a recommendation to the Township Board. Therefore, it is the recommendation of staff that the Planning Commission approve a motion to recommend approval to the Township Board.

Suggested Motions: *The following suggested motions are intended to assist the Commission in making the desired motion of their choice. The Commission may utilize, add or reject any motion and/or conditions suggested herein as they deem appropriate.*

Motion to approve:

“I move to recommend approval to the Township Board of Trustees the request to conditionally rezone the 20.57 acre parcel from RM-2 (Multiple-Family Residential) to B-3 (General Business) with prohibition of automotive uses as defined in Township Zoning Ordinance Section 306 located at 3160 West Michigan Avenue, parcel K-11-18-340-001, as the request is consistent with the criteria established in the Township Zoning Ordinance Section 2704, criteria for amendments to the zoning map.”

Motion to deny:

“I move to recommend denial to the Township Board of Trustees the request to conditionally rezone the 20.57 acre parcel from RM-2 (Multiple-Family Residential) to B-3 (General Business) with prohibition of automotive uses as defined in Township Zoning Ordinance Section 306 located at 3160 West Michigan Avenue, parcel K-11-18-340-001, as the request is inconsistent with the criteria established in the Township Zoning Ordinance Section 2704, criteria for amendments to the zoning map:

1. _____
2. _____
3. _____”

Respectfully submitted,

Charlotte Wilson

Charlotte Wilson
Planning and Development Coordinator



RM-2 to B-3
3160 W. Michigan Avenue
Rezoning Request

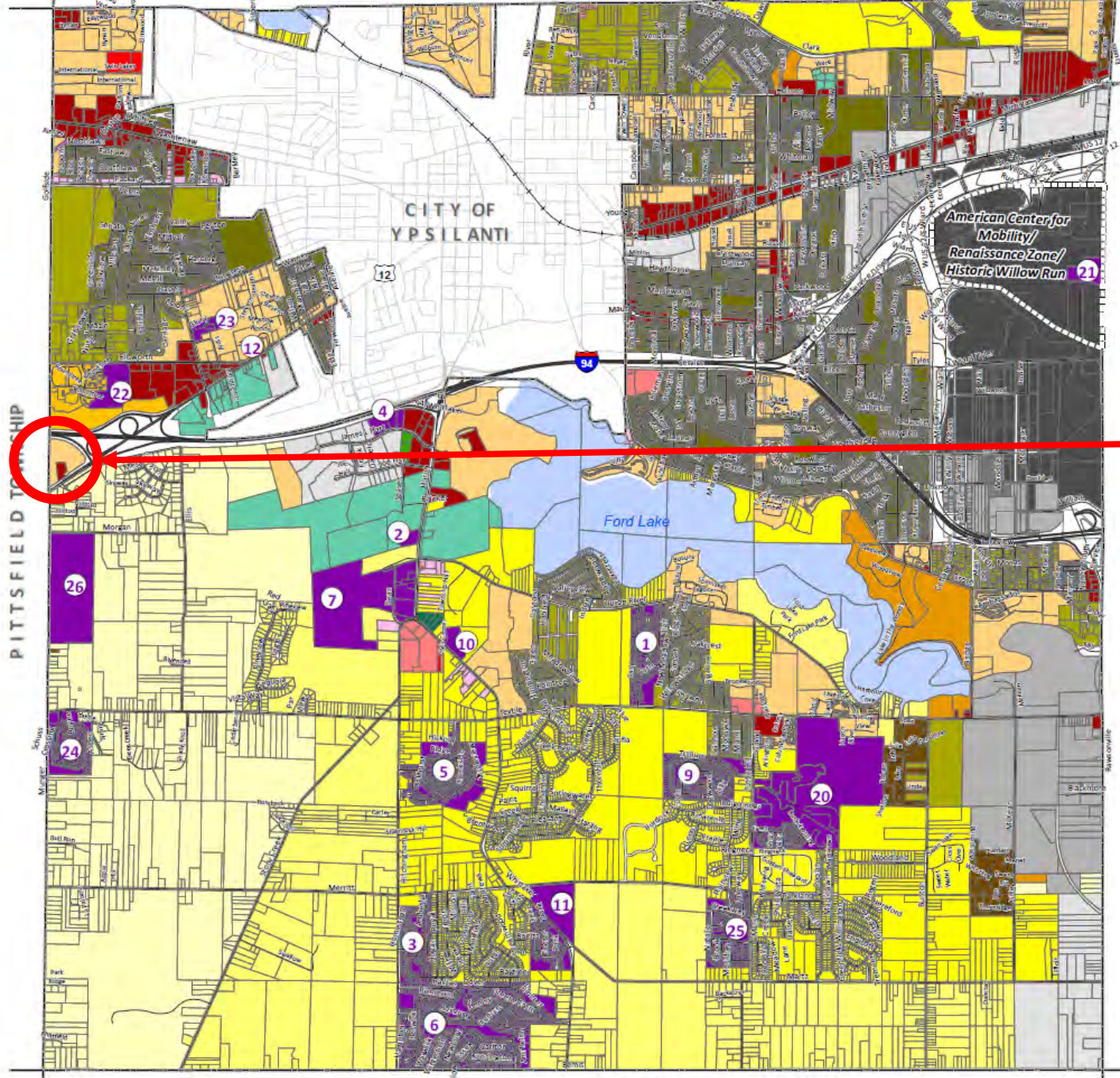
Ypsilanti Township Planning Commission

August 28th, 2018



ZONING

Ypsilanti Township,
Washtenaw County



- R-1 One-Family Residential
- R-2 One-Family Residential
- R-3 One-Family Residential
- R-4 One-Family Residential
- R-5 One-Family Residential
- RM-2 Multiple-Family Residential
- RM-3 Multiple-Family Residential
- RM-4 Multiple-Family Residential
- RM-5 Townhouse
- MHP Mobile Home Park
- OS-1 Office Service
- B-1 Local Business
- B-2 Community Business
- B-3 General business
- TC-1 Town Center
- TC-3 Town Center
- IRO Industrial Research Office
- I-1 Light Industrial
- I-2 General Industrial
- I-3 Industrial
- I-C Industrial and Commercial
- P-1 Vehicular Parking
- PD Planned Development
- Water

3160 W. Michigan
Avenue: RM-2, Multiple
Family Residential

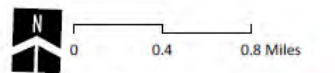
Planned Developments

- | | |
|-----------------------------|----------------------------------|
| 1 Ford Lake Village | 11 Whittaker Village Condominium |
| 2 Post Office | 12-19 N/A |
| 3 Amberly Grove Condominium | 20 Majestic Lakes |
| 4 Burning Bush | 21 Yankee Air Museum (YAM) |
| 5 Paint Creek Farms | 22 Villas at McCalla Woods |
| 6 Greene Farms | 23 Latter Rain Ministries |
| 7 Paint Creek Crossing | 24 Aspen Ridge |
| 8 N/A | 25 Creekside South/Manors |
| 9 Whispering Meadows | 26 Forestview Estates |
| 10 Library | |

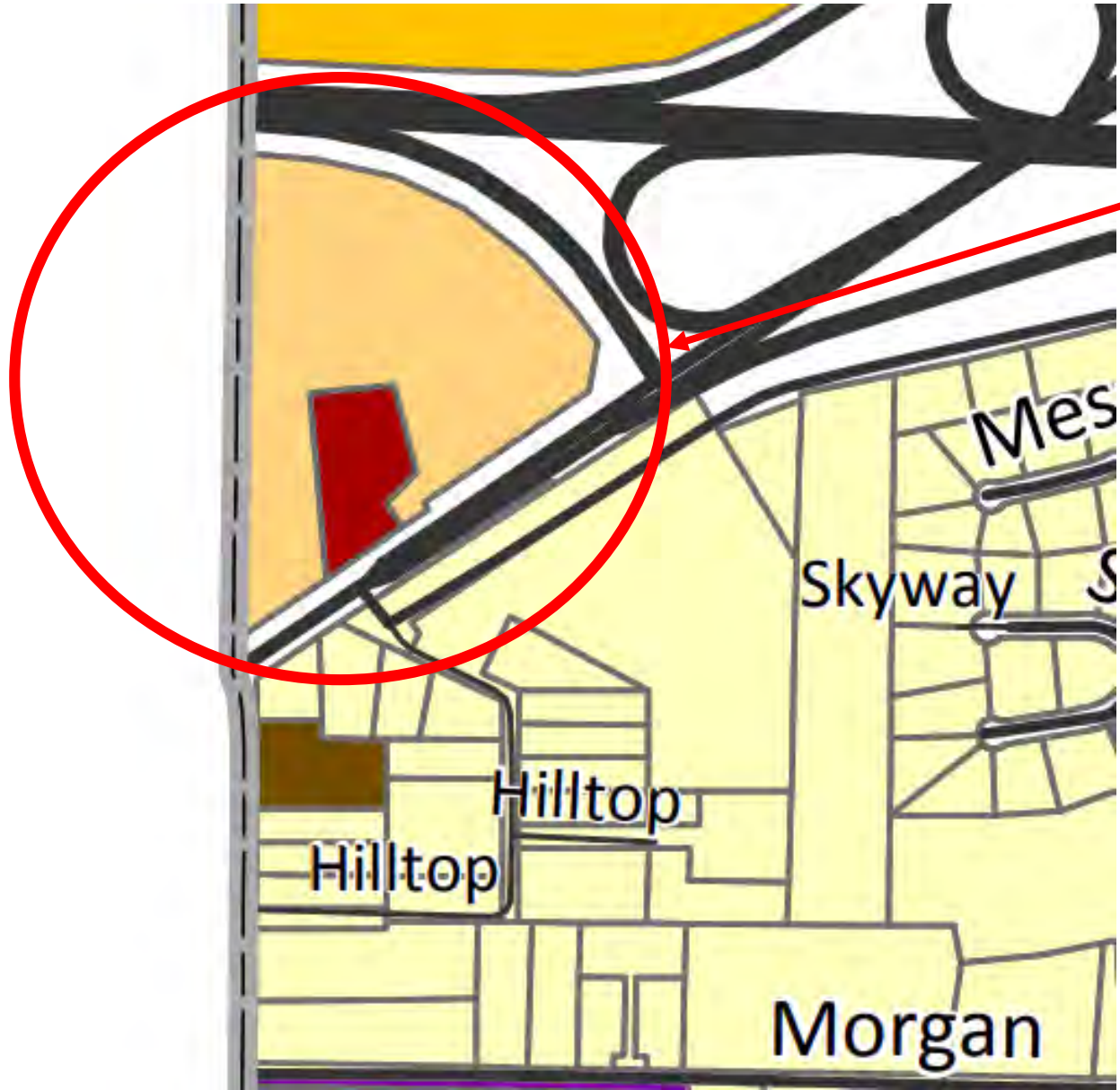
We hereby certify the above zoning map is the original adopted and made a part of Ordinance No. 74 the Zoning Ordinance of the Charter Township of Ypsilanti, by the Board of Trustees assembled at a special meeting held on February 14, 2000 and includes approved zoning amendments last updated on July 17, 2017.

Brenda L. Stumbo, Township Supervisor Karen Lovejoy Roe, Township Clerk

Charter Township
of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197



Source: Ypsilanti Township, Washtenaw County
Prepared by Carlisle/Wortman Associates, Inc.



3160 W. Michigan Avenue: RM-2,
Multiple Family Residential

Ypsilanti Township 2014 Master Plan



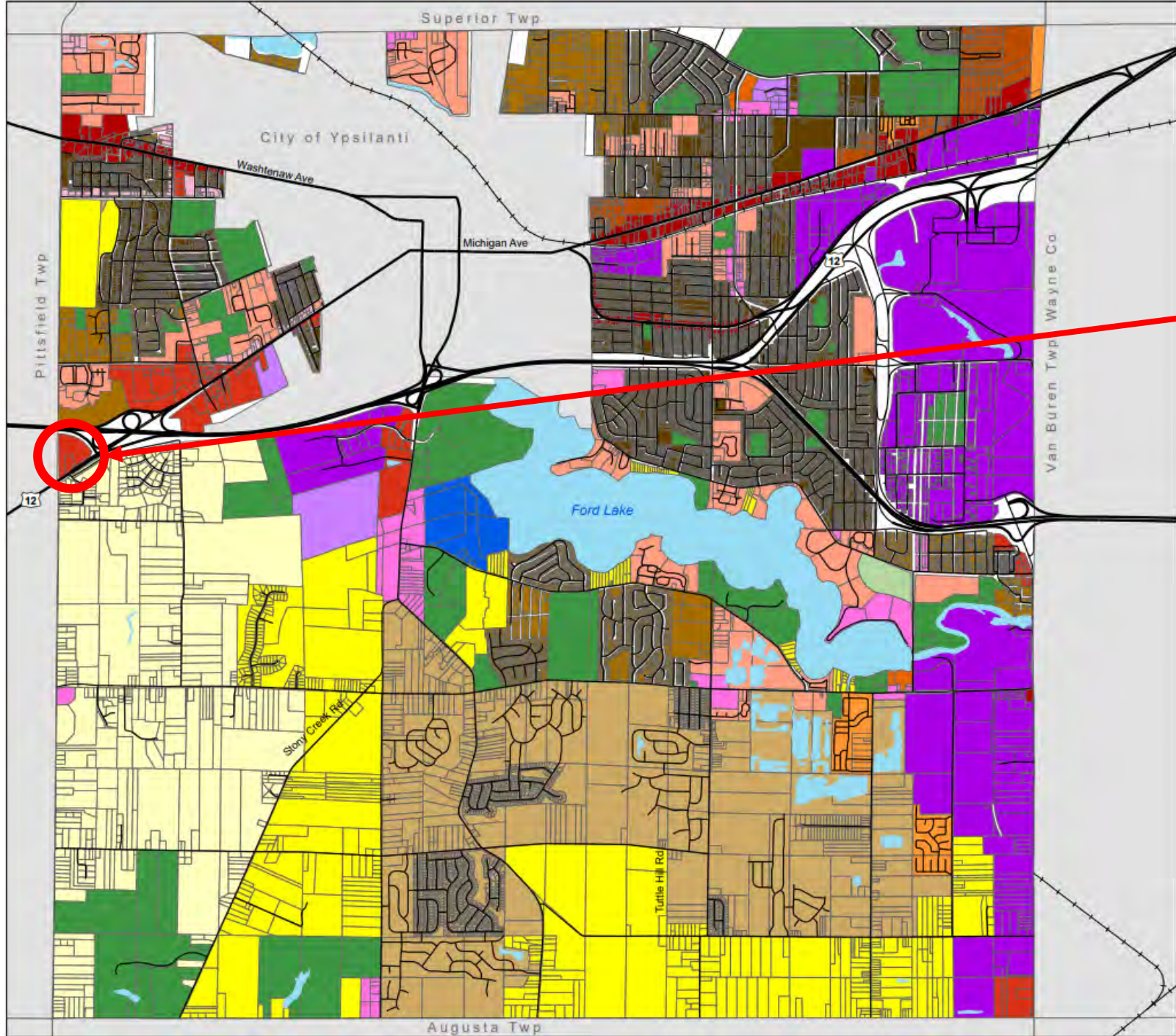
July 22, 2014

Future Land Use Map

Master Plan Update
Ypsilanti Township
Washtenaw County, MI

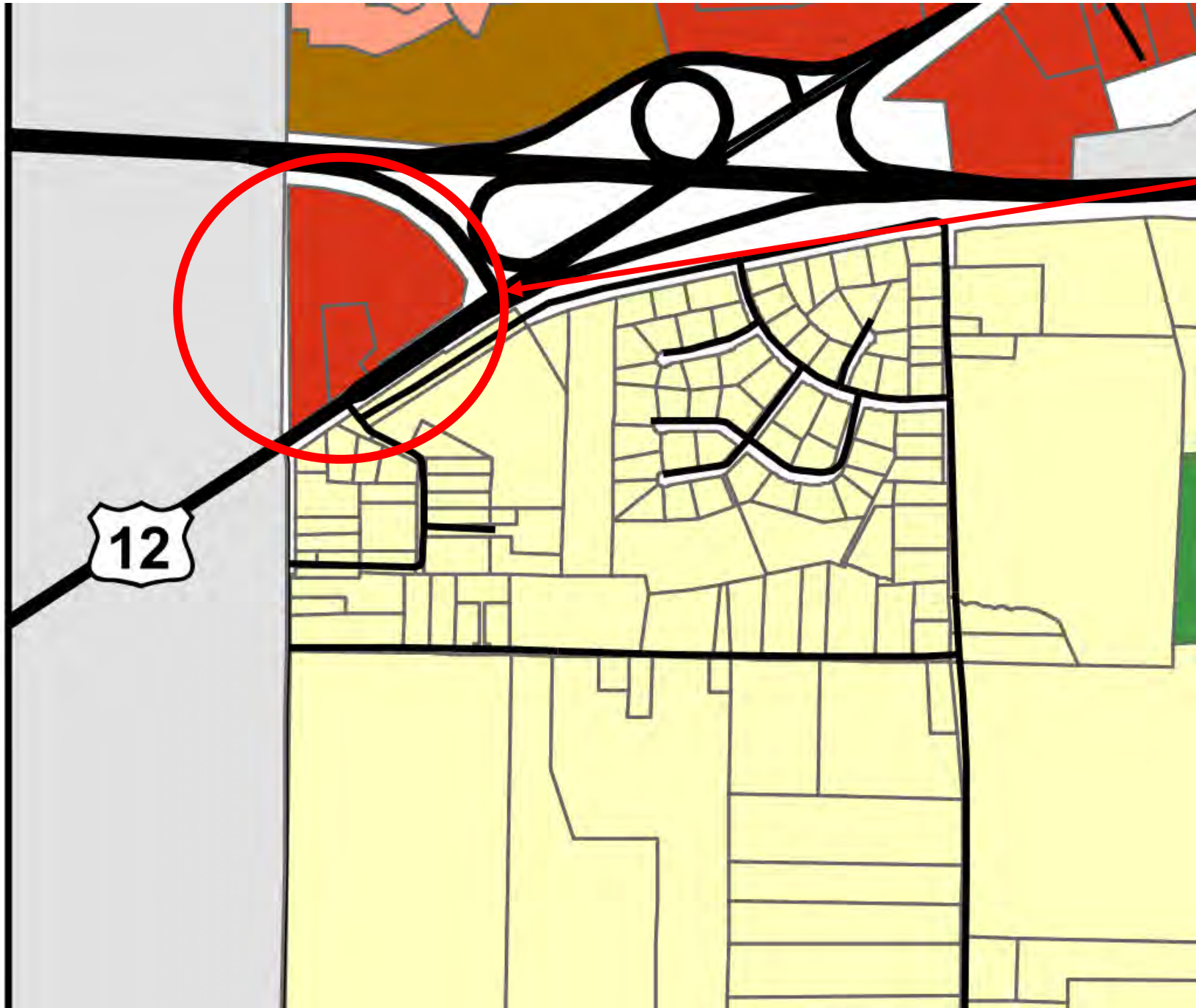
- SFR-1
- SFR-2
- SFR-3
- SFR-4
- SFR-5
- MFR-2
- MFR-3
- MFR-4
- MFR-5
- Town Center (See inset map on page X)
- Office
- Neighborhood Commercial
- General Commercial
- Urban Commercial Corridor
- RD
- Industrial
- Private Recreation
- Public
- Water

3160 W. Michigan Avenue: General Commercial



Sources: MCGI, Ypsilanti Twp

Draft: March 2014



3160 W. Michigan Avenue: General Commercial



Zoning: N/A, RM-3
Master Plan: N/A, SFR-4
Use: I-94, Vacant

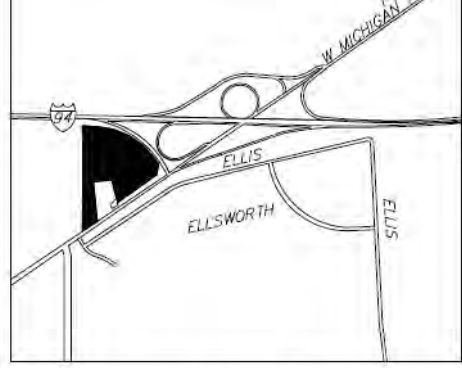
Zoning: N/A
Master Plan: N/A
Use: I-94

Zoning: N/A
Master Plan: N/A
Use: Pittsfield Township –
Multiple Family Residential

3160 West
Michigan Avenue

Zoning: B-3, R-1
Master Plan: GC, SFR-1
Use: Gas Station/Car
Wash/Convenience Store,
Vacant, Single Family
Residential

Proposed Site Plan*



LOCATION MAP
NO SCALE

Proposed Use: Tennis Facility (indoor/outdoor) and retail

The current zoning of RM-2 does not permit an indoor/outdoor recreation and retail use.

B-3 permits retail and indoor recreation by right. Outdoor recreation requires a special conditional use permit.



Atelier Architect, P.C.
8548 Orchard Lake Rd Suite 16
West Bloomfield, MI 48322-2327
Phone: 248-885-8288
Fax: 248-885-8287
e-mail: info@atelierarchitect.com

Project
YPSILANTI TWP, TENNIS CLUB

Project No.
2018-24

Certification
I hereby certify that the construction documents contained herein were prepared under my direct supervision and I am a registered architect under the laws of the State of Michigan.



Sheet Title
SITE PLAN

Issued	Date
REZONING	08 / 28 / 2018

PRELIMINARY SITE PLAN
SCALE: 1"=80',00"

*Note: The proposed site plan and outdoor use (SCU) will need to be submitted, reviewed, and approved/approved with conditions/denied by the Planning Commission

Conditional Rezoning

What is a conditional rezoning?

- Same process as a rezoning
- Voluntary
- May place special conditions on a property if rezoned

Conditional Rezoning Continued

The applicant submitted a letter on September 21st, 2018 requesting a conditional rezoning to prohibit automotive uses at the subject property. According to the Township Zoning Ordinance Section 306, schedule of uses, automotive uses principally permitted and permitted by special use include the following:

- Automobile car wash, automatic or self-service (SCU – Subject to conditions in Section 1833)
- Bus passenger stations (P)
- Gasoline service station with or without minor repair and sale of incidental minor accessories or convenience items (SCU – Subject to conditions in Section 1829)
- Minor automotive repair businesses (SCU – Subject to conditions in Section 1830)
- Dealership for sale of new or used automobiles, boats, house trailers or rental of trailers and/or automobiles (SCU – Subject to conditions in Section 1826)
- Off-street parking lots as primary use (SCU – Subject to conditions in Section 1202)
- Railroad lines, rail spurs and similar rail transport access facilities (P)

Conditional Rezoning Continued

A conditional rezoning is permitted by the Michigan Zoning Enabling Act 110 of 2006. The following are the requirements of the MZEA 110 of 2006:
125.3405 Use and development of land as condition to rezoning.
Sec. 405.

(1) An owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map.

- On September 21st, 2018, the applicant submitted a letter voluntarily requesting to prohibit automotive uses at the subject property.

(2) In approving the conditions under subsection (1), the local unit of government may establish a time period during which the conditions apply to the land. Except for an extension under subsection (4), if the conditions are not satisfied within the time specified under this subsection, the land shall revert to its former zoning classification.

- Ypsilanti Township may establish a time period for the conditions of prohibiting the automotive uses, if desired.

(3) The local government shall not add to or alter the conditions approved under subsection (1) during the time period specified under subsection (2) of this section.

- The conditions requested by the applicant may not be added to or altered.

(4) The time period specified under subsection (2) may be extended upon the application of the landowner and approval of the local unit of government.

- If a time period is established, the time period can be extended upon application of landowner and approval by Ypsilanti Township.

(5) A local unit of government shall not require a landowner to offer conditions as a requirement for rezoning. The lack of an offer under subsection (1) shall not otherwise affect a landowner's rights under this act, the ordinances of the local unit of government, or any other laws of this state.

- The conditional rezoning request is voluntary by the applicant and is not a requirement for the right to request a rezoning.

Rezoning Criteria

Section 2704 of the Zoning Ordinance provides criteria for amendment of the zoning map. This review is based on those rezoning criteria and the most recent 2014 Master Plan update.

a. Consistency with the goals, policies and future land use map of the Charter Township of Ypsilanti Master Plan, including any sub-area or corridor plans. If conditions have changed since the master plan was adopted, the rezoning may be found to be consistent with recent development trends in the area.

- The requested rezoning is consistent with the Future Land Use Map of the Township 2014 Master Plan which recommends General Commercial uses for the subject properties. General Commercial is defined as “Businesses which serve the community at large including Ypsilanti Township, City of Ypsilanti and adjacent Townships are designated by this category.”

b. Compatibility of the site's physical, geological, hydrological and other environmental features with all uses permitted in the proposed zoning district compared to uses permitted under current zoning.

- There is no evidence indicating that the site contains any environmental features that would restrict development under either the current or proposed zoning designations.

c. Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one of the uses permitted under the current zoning.

- The applicant is proposing retail and a tennis training facility. The proposed use would not be allowed without the requested zoning amendment.

Rezoning Criteria Continued

d. The compatibility of all uses permitted in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values compared to uses permitted under current zoning.

- As the proposed B-3 conditional zoning designation, the impact to any neighboring property will be limited. The applicant requested that automotive and transportation related uses would be prohibited. I-94 to the north and east would not be affected by the rezoning. The multiple-family residential property in Pittsfield Township to the west would also have minimum impact as any nonresidential development would need to include buffering.

e. The capacity of township utilities and services are sufficient to accommodate all the uses permitted in the requested district without compromising the health, safety and welfare of the township.

- Public water and sewer and other necessary utilities are available in this area to serve the site.

f. The capacity of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. A traffic impact study in accordance with the requirements of the township traffic impact study ordinance shall be provided if the proposed rezoning district permits uses that could generate 100 or more directional trips during the peak hour, or at least 1,000 more trips per day than the majority of the uses that could be developed under the current zoning, as determined by the community and economic development department.

- The applicant submitted a traffic impact questionnaire for the site.

g. The apparent demand for the types of uses permitted in the requested zoning district in the township, and surrounding area, in relation to the amount of land in the township, and surrounding area, currently zoned and available to accommodate the demand.

- The RM-2 zoning designation also would not permit the proposed use by a matter of right or special land use. The proposed rezoning would resolve this issue.

Rezoning Criteria Continued

h. The boundaries of the requested zoning district are sufficient to meet the dimensional regulations for the zoning district listed in Article XX Schedule of Regulations.

- The property is currently vacant. New construction would require a site plan and Planning Commission approval.

i. **If a rezoning is appropriate, the requested zoning district shall be more appropriate from the township's perspective than another zoning district.**

- In addition to being in accordance with the 2014 Master Plan, the proposed B-3 zoning is more appropriate than RM-2 due to the access points. There is a shared access driveway from the existing gas station at 3150 West Michigan Avenue, parcel K -11-18-340-002. Commercial uses, instead of multiple family residential uses are more appropriate with this type of access and proximately to I-94.

j. **The requested rezoning will not create an isolated and unplanned spot zone.**

- The requested B-3 zoning on this site would be consistent with surrounding land uses.

k. **The request has not previously been submitted within the past one year, unless conditions have changed or new information has been provided.**

- A rezoning request has not been considered on this site within the past year.

SUMMARY AND RECOMMENDATION

This request requires the Planning Commission to make a recommendation to the Township Board. Therefore, it is the recommendation of staff that the Planning Commission recommend approval to the Township Board.

The requested rezoning from RM-2, Multiple-Family Residential, to B-3, General Business is in accordance with the 2014 Master Plan. After review of the uses permitted by right and special use in B-3 and RM-2, the uses types which would be compatible with the proximity to I-94 and surrounding business. In addition, the conditional rezoning B-3 ensure the compatibility between the operations and activities of businesses and character of the neighborhood in which the parcel is located. The intent of the B-3 general business district is designed to provide sites for more diversified business and to restricting automotive related uses would create a welcoming gateway into Ypsilanti Township.

Recommendation for **conditional rezoning approval**.

REZONING/ ORDINANCE TEXT/
MASTER PLAN AMENDMENT
APPLICATION

RECEIVED
AUG 20 2018
YPSILANTI TOWNSHIP
OCS

I. APPLICATION TYPE

- Rezoning*
 Ordinance Text Amendment

Master Plan/Future Land Use Map Amendment

II. PROJECT LOCATION (if applicable)

Address: 3160 W. MICHIGAN, Ypsilanti, MI, 48197

Parcel ID #: K-11-

Current Zoning: RM-2 Proposed Zoning (if rezoning): B-3

Lot Number: T-24 Subdivision: ELMFIELD GARDENS

Legal description (including tax code) is attached to this application

III. APPLICANT INFORMATION

Applicant Name: NIO DRAG RAKIK Phone: 424-241-8608

Applicant address: 7751 WHIRLAWAY City: SALINE State: MI Zip: 48176

Fax: _____ Email: _____

Is applicant the property owner?

- YES
 NO**

**If applicant is not the owner of the property, please attach a letter of interest and written authorization from the property owner to this application

Applicant has attached a letter of interest and written authorization

IV. FEES

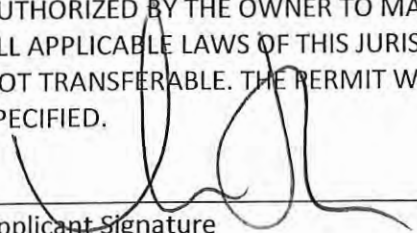
Total: \$3,000

Breakdown of fee: Non-refundable: \$1,500
Refundable: \$1,500

V. APPLICANT SIGNATURE

SECTION 23A OF THE STATE CONSTRUCTION CODE ACT OF 1972, ACT NO. 230 OF THE PUBLIC ACTS OF 1972, BEING SECTIONS 125.1523A OF THE MICHIGAN COMPILED LAW, PROHIBITS A PERSON FROM CONSPIRING TO CIRCUMVENT THE LICENSING REQUIREMENT OF THIS STATE RELATING TO PERSONS WHO ARE TO PERFORM WORK ON A RESIDENTIAL BUILDING OR A RESIDENTIAL STRUCTURE, VIOLATORS ARE SUBJECT TO CIVIL FINES.

I HEREBY CERTIFY THAT THE PROPOSED WORK IS AUTHORIZED BY THE OWNER OF RECORD AND THAT I HAVE BEEN AUTHORIZED BY THE OWNER TO MAKE THIS APPLICATION AS HIS AUTHORIZED AGENT AND WE AGREE TO CONFORM TO ALL APPLICABLE LAWS OF THIS JURISDICTION. I UNDERSTAND THAT THE FEES ARE NOT REFUNDABLE AND PERMITS ARE NOT TRANSFERABLE. THE PERMIT WILL EXPIRE SIX (6) MONTHS FROM THE DATE OF ISSUE UNLESS OTHERWISE SPECIFIED.



Applicant Signature

Miodrag Rankic
Print Name

8/20/2018
Date

*For rezoning applications only:

Applicant agrees to post signage for public notice, adhering to the requirements detailed on the following page:


Applicant Signature

Miodrag Rankic
Print Name

8/20/2018
Date

Ypsilanti Charter Township

Office of Community Standards

7200 S. Huron Drive, Ypsilanti, MI 48197

Phone: (734) 485-3943

Website: <https://yptown.org>

OFFICE USE ONLY

Rezoning/ Ordinance Text/ Master Plan Amendment Application Checklist

- The application is filled out in its entirety and includes the signature of the applicant
- A legal description of the property, including the street address and tax code numbers of the subject property
- A written description of how the requested rezoning satisfies the requirements identified in Section 2703
- Fees
- If applicant is not the property owner:
 - Attached statement of the applicant's interest in the subject property
 - Name and address of the record owners
 - Record owners' and other interested parties' signed consent to the petition

- A site analysis plan, the scale of which shall be no less than one inch = 200 feet and includes the following:
 - A title indicating the nature of the rezoning request, the applicant's name and the site address or general location
 - A legend indicating the owner of record, the engineer, surveyor or drafter, as applicable, the date of submission, scale and north arrow
 - A boundary survey of the subject property
 - The location of existing site boundary lines, buildings, structures or other improvements, parking areas, driveways, points of ingress and egress for the site and adjacent parcels
 - The location, width and names of existing streets and public or private easements adjacent to the site
 - The location of existing and proposed man-made features, including but not limited to drainage or utility structures or improvements
 - The location of existing natural features, including but not limited to the location of existing drainage courses, regulated floodplains or wetlands and other relevant information the Planning Commission has determined to be necessary and essential to making an informed recommendation to the Township Board
 - Existing and proposed zoning classification(s) of the site and adjacent parcels.

***Rezoning Only**

- Applicant has agreed to post signage for public notice, adhering to the following guidelines:
 - Sign will be 3' x 3'
 - Sign to be painted white
 - Sign must say: "This property petitioned for rezoning from XX to XX" with four-inch tall block letters and state: "If you have any questions call the Charter Township of Ypsilanti Community Development Department at 734-485-3943"
 - Sign shall indicate the rezoning identification number assigned by the Township with two-inch tall block letters.

September 21, 2018

**Charter Township of Ypsilanti
Board of zoning Appeal**

**Tilden R. Stumbo Civic Center
7200 S. Huron River Dr.
Ypsilanti, MI 48197**

**Re: Rezoning Petition for
3160 W. Michigan**

**From Petitioner:
Miodrag Rakic
7751 Whirlaway Dr.**

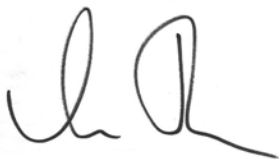
To Members of the Board:

The petitioner is applying for a conditional rezoning not permitting automotive use on this parcel as part of rezoning grant.

Petitioner does not intend to construct any automotive facilities on this parcel.

The Petitioner will inform any future purchasers of this exclusion in the event of future sales.

Regards,



Petitioner
Miodrag Rakic

PROPERTY DESCRIPTION:

Part of the West 1/2 of Section 18, T.3S., R.7E., Ypsilanti Township, Washtenaw County, Michigan, more particularly described as beginning at the East 1/4 corner of Section 13, T.3S., R.6E., Pittsfield Township, Washtenaw County, Michigan; thence North 1 degree 03 minutes 30 seconds West 376.14 feet; thence South 86 degrees 30 minutes 42 seconds East 227.36 feet; thence South 80 degrees 16 minutes 38 seconds East 234.84 feet; thence South 67 degrees 30 minutes 30 seconds East 234.84 feet; thence South 54 degrees 44 minutes 22 seconds East 234.84 feet; thence South 41 degrees 58 minutes 14 seconds East 234.84 feet; thence South 35 degrees 35 minutes 69 seconds East 114.86 feet; thence South 9 degrees 24 minutes 51 seconds West 155.56 feet; thence South 54 degrees 24 minutes 51 seconds West to the West line of Lot 11 of the Elmfield Gardens Subdivision; thence Southeasterly 25.00 feet along said West line; thence South 54 degrees 24 minutes 51 seconds West 100.00 feet; thence North 34 degrees 23 minutes 00 West 52.92 feet; thence North 43 degrees 35 minutes 30 seconds East 131.69 feet; thence North 14 degrees 38 minutes 30 seconds West 267.84 feet; thence South 34 degrees 24 minutes 00 seconds West 261.48 feet; thence South 5 degrees 36 minutes 00 seconds East to the North line of US-12; thence Southwesterly along said North line to the West line of Section 18; thence along said Section line to the Point of Beginning; and excepting therefrom as a permanent right of way easement the East 15 feet of the West 17.5 feet of the above described parcel.

Parcel Number: K -11-18-340-001 ALSO KNOWN AS 3160 WEST MICHIGAN



ADDENDUM

WITH REFERENCE TO A CERTAIN SALES CONTRACT dated July 18, 2018 between

Daystar Ltd By: Cire Gray Seller and

Miodrag Rakic or Assignee Purchaser

for the property commonly known as 3160 Michigan Ave Ypsilanti

Ypsilanti MI 48197

SALES CONTRACT IS AMENDED/SUPPLEMENTED AS FOLLOWS:

AS REFERENCED IN THE SALES AGREEMENT, SELLER AGREE'S TO COOPERATE WITH ANY NECESSARY SITE PLANNING/ZONING APPLICATION SUBMISSIONS AND GIVES PURCHASER PERMISSION TO MAKE SUCH SUBMISSIONS AT PURCHASERS EXPENSE.

DocuSigned by:
Daystar Ltd By: Cire Gray 8/19/2018 | 4:51 PM EDT
897395A2832F44D
Seller Daystar Ltd By: Cire Gray Date

DocuSigned by:
Miodrag Rakic or Assignee 8/17/2018 | 12:45 PM EDT
840137BF14BF47C
Purchaser Miodrag Rakic or Assignee Date

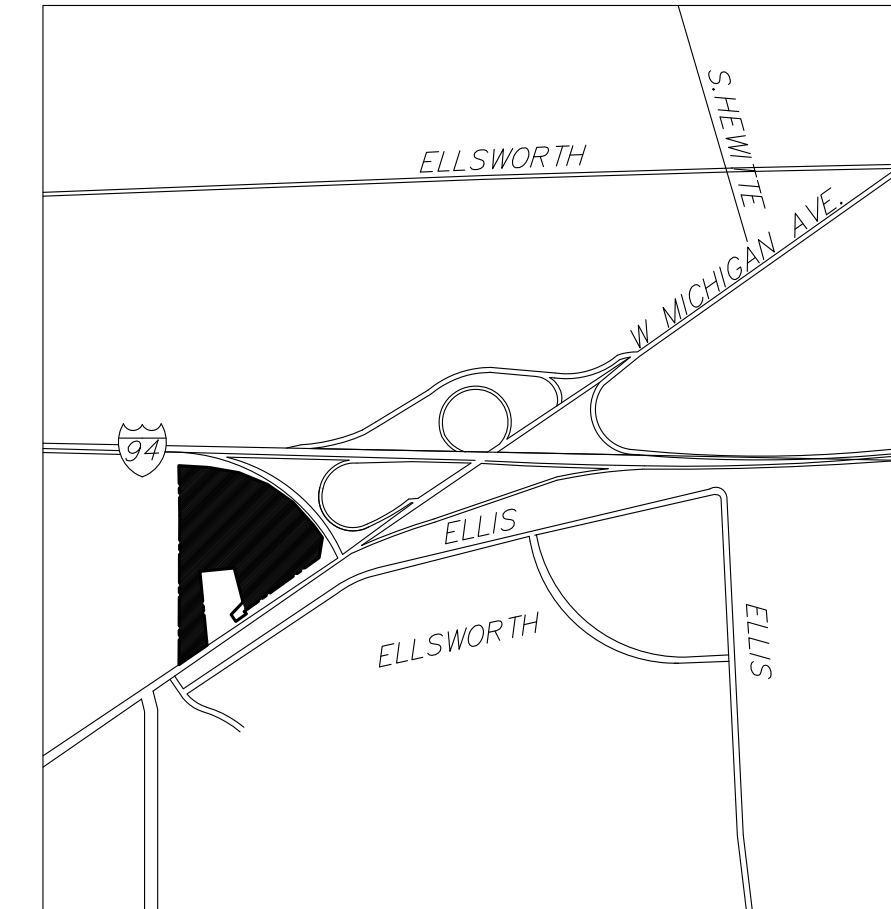
Seller _____ Date _____

Purchaser _____ Date _____

YPSILANTI TENNIS CLUB REZONING PETITION FROM RM-2 TO B-3 3160 W. MICHIGAN YPSILANTI MICHIGAN. 48197

ZONING DATA:

ZONING REGULATION:	ALLOWED	PROPOSED
ZONING: ADJACENT ZONING:	RM-2 MULTIPLE-FAMILY RESIDENTIAL DISTRICT B-3 GENERAL BUSINESS DISTRICT, R-1 ONE FAMILY RESIDENTIAL DISTRICT	B-3 GENERAL BUSINESS DISTRICT
PROPOSED LAND USE: GROSS SITE AREA: MINIMUM LOT AREA: MINIMUM FRONT SETBACK: MINIMUM SIDE SETBACK: MINIMUM REAR SETBACK: MAXIMUM BUILDING HEIGHT: MAXIMUM PERCENTAGE OF BUILDING AREA TO LOT AREA: REQUIRED OPEN SPACE: PARKING REQUIREMENT: COURTS: PRO SHOP: NUMBER OF EMPLOYEES: RETAIL CENTER LESS THAN 50,000 S.F.	20.57 ACRES 21,780 S.F. MINIMUM 90 FEET WIDE 25 FEET 10 FEET MAXIMUM BOTH SIDES 20 FEET 35 FEET 25 FEET OR 2 STORIES 200% NONE 6 SPACES PER COURT 6X11=66 1 SPACE PER 250 S.F. 1,000 S.F. = 5 SPACES 5, 5 SPACES 1 SPACE FOR 250 S.F. OF BUILDING 23,700 S.F. / 250 = 95 8,500 S.F. / 250 = 34 AREA	RETAIL / TENNIS TRAINING FACILITY 486,480 S.F. 1,068 L.F. FRONTAGE
DRIVE THRU RESTAURANT:	ONE FOR EACH EMPLOYEE ONE FOR 25 S.F. USABLE FLOOR AREA : 4 EMPLOYEES 850 S.F. USABLE AREA = 36	



LOCATION MAP
NO SCALE

PROPERTY DESCRIPTION:

Part of the West 1/2 of Section 18, T.35., R.7E., Ypsilanti Township, Washtenaw County, Michigan, more particularly described as beginning at the East 1/4 corner of Section 13, T.35., R.6E., Pittsfield Township, Washtenaw County, Michigan; thence North 1 degree 03 minutes 30 seconds West 376.14 feet; thence South 86 degrees 30 minutes 42 seconds East 227.36 feet; thence South 80 degrees 16 minutes 38 seconds East 234.84 feet; thence South 67 degrees 30 minutes 30 seconds East 234.84 feet; thence South 54 degrees 44 minutes 22 seconds East 234.84 feet; thence South 41 degrees 58 minutes 14 seconds East 234.84 feet; thence South 35 degrees 35 minutes 69 seconds East 114.86 feet; thence South 9 degrees 24 minutes 51 seconds West 155.56 feet; thence South 54 degrees 24 minutes 51 seconds West to the West line of Lot 11 of the Elmfield Gardens Subdivision; thence Southeasterly 25.00 feet along said West line; thence South 54 degrees 24 minutes 51 seconds West 100.00 feet; thence North 34 degrees 23 minutes 00 seconds West 52.92 feet; thence North 43 degrees 35 minutes 30 seconds East 131.69 feet; thence North 14 degrees 38 minutes 30 seconds West 267.84 feet; thence South 34 degrees 24 minutes 00 seconds West 261.48 feet; thence South 5 degrees 36 minutes 00 seconds East to the North line of US-12; thence Southwesterly along said North line to the West line of Section 18; thence along said Section line to the Point of Beginning; and excepting therefrom as a permanent right of way easement the East 15 feet of the West 17.5 feet of the above described parcel.

Parcel Number: K-11-18-340-001 ALSO KNOWN AS 3160 WEST MICHIGAN

PLAN DISTRIBUTION LIST:

AGENCY:	DEPARTMENT:	CONTACT:	TELEPHONE:
CHARTER TOWNSHIP OF YPSILANTI	PLANNING AND ZONING	CHARLOTTE WILSON	(734) 485 - 3943

DRAWING INDEX:

- COVER SHEET
- SURVEY
- SP-1 SITE PLAN, ZONING DATA

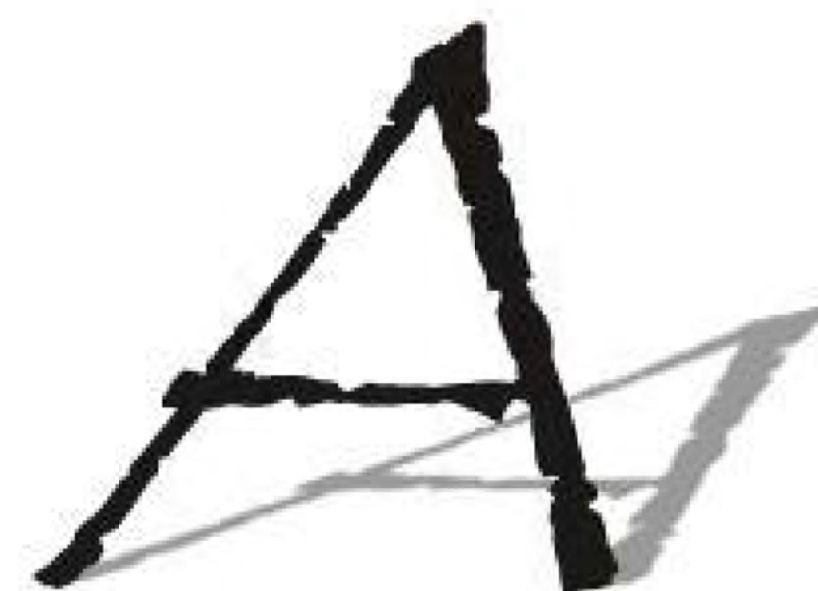
PETITIONER:

NIODRAG RAKIC
7751 Whirlaway Dr
Saline , MI 48176

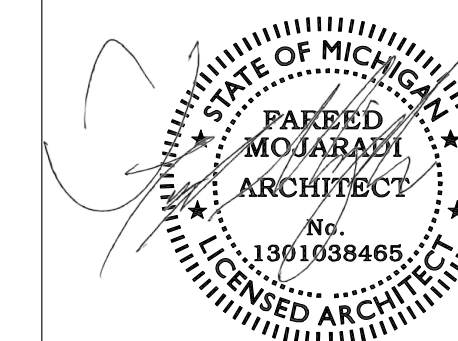
OWNER OF RECORD:

DAYSTAR LTD LC
19594 MAHON
SOUTHFIELD, MI 48075

ARCHITECT / ENGINEER:



Atelier Architect, Inc.
1368 COLE ST.
BIRMINGHAM MICHIGAN 48322
PHONE: 248-790-1639
EMAIL : mojaradifareed@gmail.com



SUBMITTAL:	DATE:
REZONING	08 / 20 / 2018

COVER SHEET

REZONING CRITERIA:

2. 2704. — Criteria for amendment of the official zoning map: considering any petition for an amendment to the official zoning map, the planning commission and township board shall consider the following criteria in making its findings, recommendations and decision:

Consistency with the goals, policies and future land use map of the Charter Township of Ypsilanti Master Plan, including any sub-area or corridor plans. If conditions have changed since the master plan was adopted, the rezoning shall be found to be consistent with recent development trends in the area.
 Compatibility of the site's physical, geological, hydrological and other environmental features with all uses permitted in the proposed zoning district compared to uses permitted under current zoning.

Property is surrounded with highway and exit ramp and a large gas station. Such surroundings are not desirable for residential development requiring fenestration. A completely enclosed tennis training facility would be ideal for this property with highway exposure.

Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one of the uses permitted under the current zoning.

Applicant is only interested in constructing a Tennis Training Facility in the general vicinity of Ypsilanti Township.

The compatibility of all uses permitted in the proposed zoning district with surrounding uses and zoning in terms of suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values compared to uses permitted under current zoning.

Conceptual site plan indicates the proposed buildings will be located as far as possible from residential buildings west of the property with large buffering. A large portion of the property will be preserved its natural form.
 Planned retail buildings in front portion of site will provide services to adjacent residences.

The capacity of township utilities and services sufficient to accommodate all the uses permitted in the requested zoning district without compromising the "health, safety and welfare" of the township.

Utilities requirement for utilities pavement is minimal as compared to residential development. The facility does not create traffic.

The capacity of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. A traffic impact study in accordance with the requirements of the township's traffic impact study ordinance shall be provided if the proposed rezoning district permits uses that could generate 100 more directional trips during the peak hour, or at least 1,000 more trips per day than the majority of the uses permitted in the current zoning, as determined by the community and economic development department.

Entrance to this development is under MDOT jurisdiction and may potentially use the existing curb cut.

The apparent demand for the types of uses permitted in the requested zoning district in the township, and surrounding area, in relation to the amount of land in the township, and surrounding area, currently zoned and able to accommodate the demand.

Applicant has actively searched for properties in the Township and this general area that would accommodate its needs. At this time this is the only potential property that is active in the market.

The boundaries of the requested zoning district are sufficient to meet the dimensional regulations for the zoning district listed in article XX, schedule of regulations.

If a rezoning is appropriate, the requested zoning district shall be more appropriate from the township's perspective than another zoning district.

Property has not been considered for residential development, at a time of high demand. Some features of this property such as its close proximity to highway and exit ramp, lack of services, has made it less desirable for its current zoning designation.

The requested rezoning will not create an isolated and unplanned spot zone.

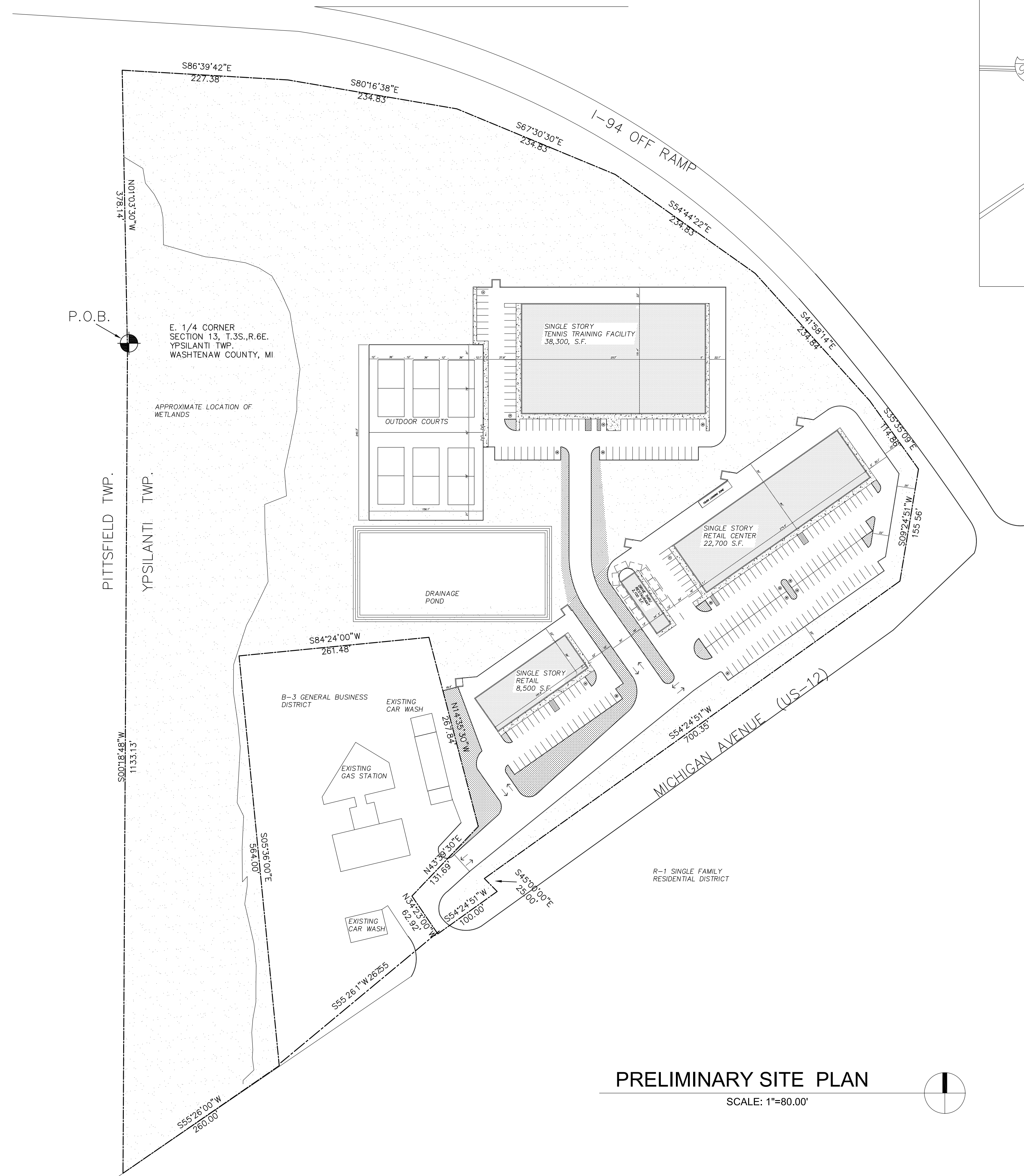
Future development of large scale retail based on market demand that is compatible with B-2 zoning along with existing gas station also will create a consistent flow of retail buildings that avoids spot zoning.

The request has not previously been submitted within the past one year, unless conditions have changed or new information has been provided.

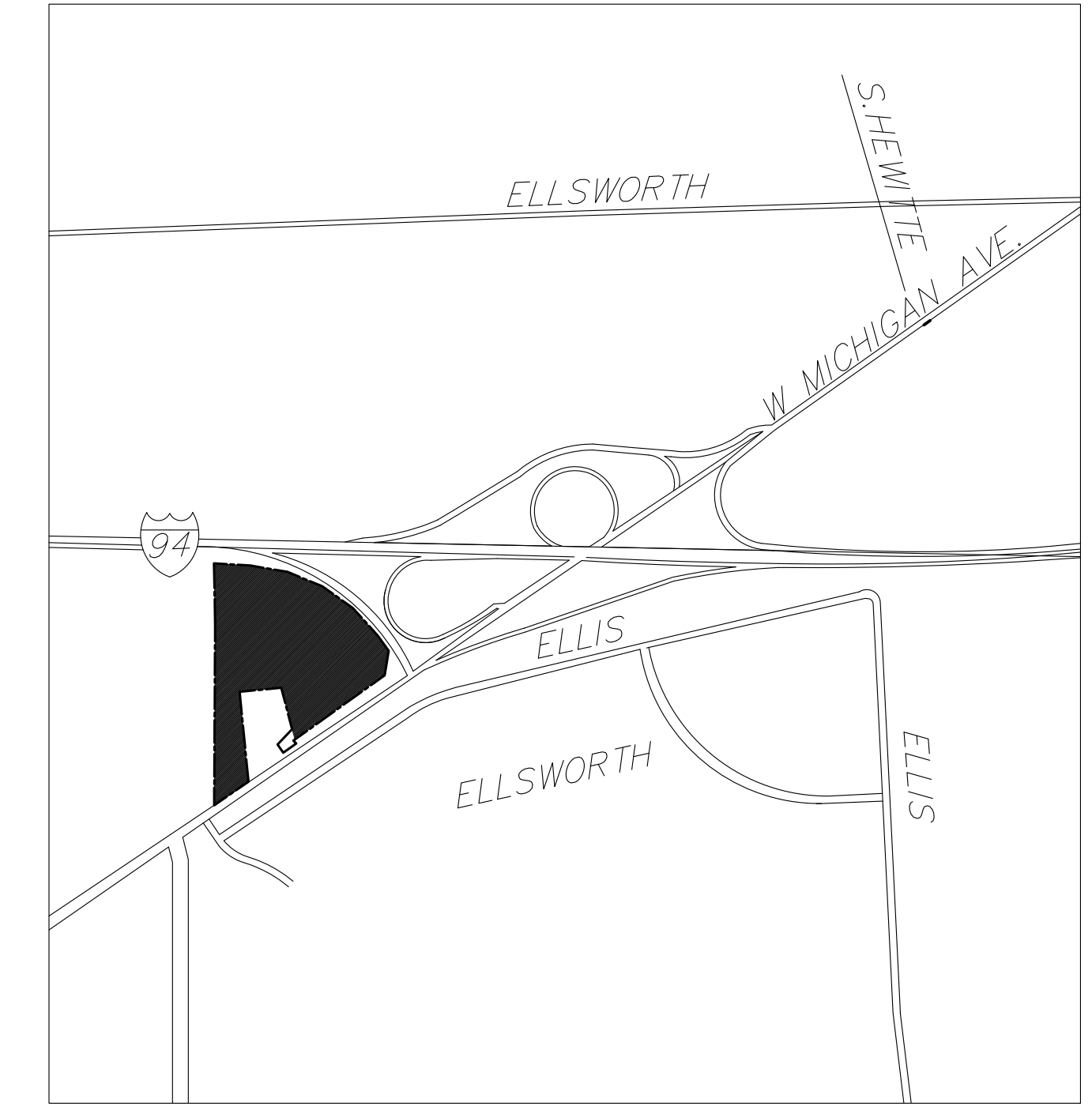
Application for rezoning has been submitted in the past year.

Other criteria as determined by the planning commission or township board which would protect the health and safety of the public, protect public and private investment in the township, and enhance the overall quality of life in the Charter Township of Ypsilanti.

Tennis Training Facility will provide a unique and desired service to the Township and its neighboring communities.



PRELIMINARY SITE PLAN
 SCALE: 1"=80.00'



LOCATION MAP
 NO SCALE

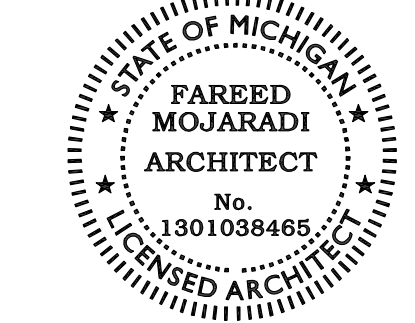


Atelier Architect, P.C.
 6346 Orchard Lake Rd Suite 16
 West Bloomfield, MI 48322-2327
 Phone: 248-885-8286
 Fax: 248-885-8287
 e-mail: Info@atelierarchitect.com

Project
 YPSILANTI TWP. TENNIS CLUB

Project No.
 2018-24

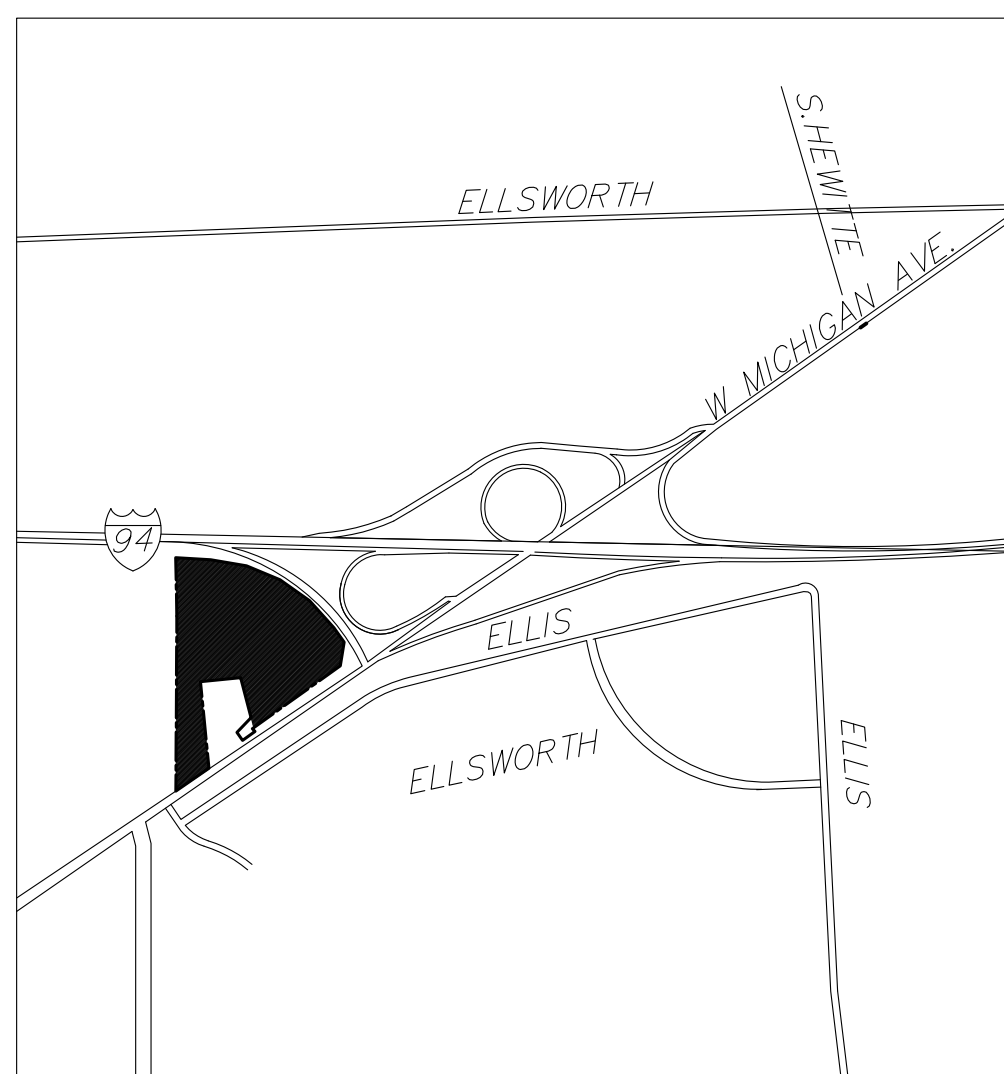
Certification
 I hereby certify that the construction documents contained herein were prepared under my direct supervision and I am a registered architect under the laws of the State of Michigan.



Sheet Title
 SITE PLAN

Issued	Date
REZONING	08 / 20 / 2018

Sheet No.
 SP-1



LOCATION MAP
NO SCALE

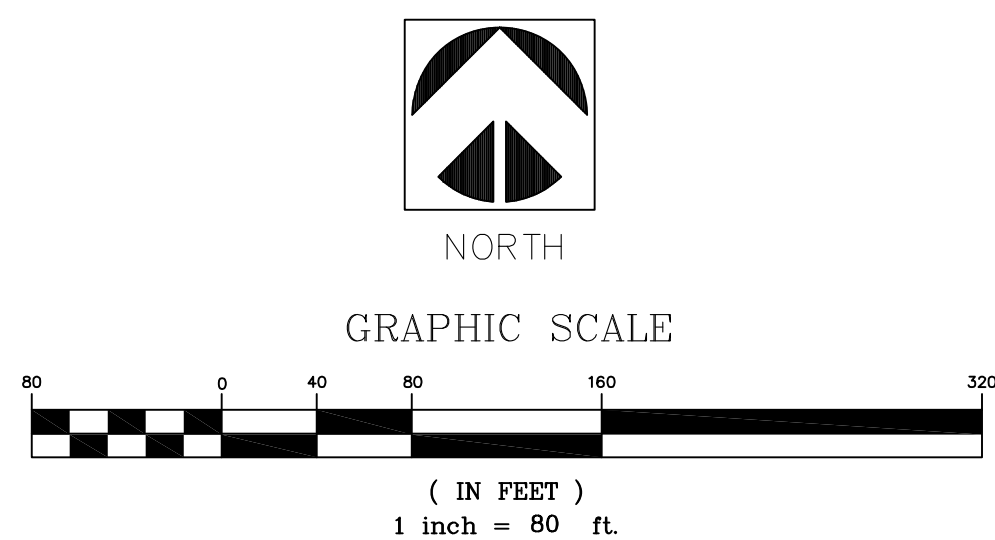
PARCEL DESCRIPTION

Part of the West 1/2 of Section 18, T.3S., R.7E., Ypsilanti Township, Washtenaw County, Michigan, more particularly described as beginning at the East 1/4 corner of Section 13, T.3S., R.6E., Pittsfield Township, Washtenaw County, Michigan; thence North 1 degree 03 minutes 30 seconds West 376.14 feet; thence South 86 degrees 30 minutes 42 seconds East 227.36 feet; thence South 80 degrees 16 minutes 38 seconds East 234.84 feet; thence South 62 degrees 30 minutes 30 seconds East 234.84 feet; thence South 54 degrees 44 minutes 22 seconds East 234.84 feet; thence South 41 degrees 58 minutes 14 seconds East 234.84 feet; thence South 35 degrees 35 minutes 69 seconds East 114.86 feet; thence South 9 degrees 24 minutes 51 seconds West 155.56 feet; thence South 54 degrees 24 minutes 51 seconds West to the West line of Lot 11 of the Elmfield Gardens Subdivision; thence Southeastly 25.00 feet along said West line; thence South 54 degrees 24 minutes 51 seconds West 100.00 feet; thence North 34 degrees 23 minutes 00 seconds West 52.92 feet; thence North 43 degrees 35 minutes 30 seconds East 131.69 feet; thence North 14 degrees 38 minutes 30 seconds West 267.84 feet; thence South 34 degrees 24 minutes 00 seconds West 261.48 feet; thence South 5 degrees 36 minutes 00 seconds East to the North line of US-12; thence Southwesterly along said North line to the West line of Section 18; thence along said Section line to the Point of Beginning; and excepting therefrom as a permanent right of way easement the East 15 feet of the West 17.5 feet of the above described parcel.

This map of plat and the survey on which it is based were made in (i) accordance with "Minimum Standard detail requirements for ALTA/ACSM Land Title Survey" jointly established and adopted by ALTA/ACSM and NSPS in 1997, and includes Item No(s), 1, 2, 3, 4, 5, 6, 8, 10, 11, 13, 15, 16 and 17 of Table A thereof, and (ii) pursuant to the accuracy (as adopted by ALTA and ACSM and in effect on the date of this certification) of an urban survey and is according to the Title Commitment No. 62156 provided to us which is dated July 5, 2001, by Liberty Title Company.

I, being a fully licensed and qualified surveyor of the State of Michigan, hereby certify to _____ a _____ Limited Partnership, _____ a _____ Libert Title Company, that the survey prepared by me entitled "ALTA/ACSM Land Title Survey - Ypsilanti Township, and dated September 17, 2001, was actually made upon the ground and that it correctly represents the property owned by said _____ that it and the information, courses and distances shown thereon are correct; that the title lines and lines of actual possession are the same; that the size, location and type of structures, buildings and improvements are as shown and all are within the boundary lines of the property; that, unless otherwise noted on the survey, said structures, buildings and improvements are completed, that there are no violations of zoning ordinances, restrictions or other rules and regulations with reference to the location of said buildings and improvements; that there are no easements, party walls, encroachments of uses affecting this property appearing from a careful physical inspection of the same, other than those shown and depicted thereof; that there are no gaps or overlaps; that all parcels comprising the whole property are contiguous; that all utility services required for the operation of the premises either enter the premises through adjoining public streets or the survey shows the point of entry and location of any utilities which pass through or are located on adjoining private land; that access to the property shown on the survey is by means of publicly dedicated streets or properly recorded easements as shown on said property; that the location of all public roads, alleys, rights of way, streets, slope rights and highways are correctly shown; that any discharge into streams, rivers, or other conveyance systems is shown on the survey.

Dated: _____ Civil Engineer/Registered Surveyor No. _____



LEGEND	
SYMBOL	DESCRIPTION
○	CLEAN OUT
⊠	ELEC. RISER
⊗	FIRE HYDRANT
⊞	ELEC. TRANSFORMER
⌒	GUY ANCHOR
⊙	STM. MANHOLE
⊕	SAN. MANHOLE
↑	VENT
⊙	LIGHT POLE
•	WATER STOP BOX
⊙	WATER VALVE
⊙	SPEAKER BOX
⊙	POWER POLE
⊙	ROUND CATCH BASIN
⊙	SIGN
⊙	SQUARE CATCH BASIN
⊙	TELEPHONE RISER
⊙	SET IRON
•	FOUND IRON
—E—	ELECTRIC
—G—	GAS
—X—	FENCE

These documents are instruments of service in respect of the Project and any reuse without written verification or adaptation by Bartow & King Engineers (BKE) for the specific purposes intended will be at Users sole risk and without liability or legal exposure to BKE and User shall indemnify and hold harmless BKE from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle BKE to further compensation of rates to be agreed upon by User and BKE.

By	Date	Revisions	CAD	Drawn	DJD	Designed	NA
				Checked	ELG	Map Scale	1"=60'
				Field Survey	WLU	Vert. Scale	-----
				Water Permit Date		Sewer Permit Date	

Bartow & King Engineers
2500 E. Midland Road, Bay City, Michigan 48706
Tel. (517) 684-8850
Fax. (517) 684-8404

Date: **SEPT., 2001**
Sheet Number: **1 of 1**

DWG Name: 010825 Plot Date

**CHARTER TOWNSHIP
OF YPSILANTI
NOTICE OF PUBLIC HEARING**

Take notice that a petition has been filed with the Ypsilanti Township Planning requesting to rezone the 20.57 acre parcel from RM-2 (Multiple-Family Residential) to B-3 (General Business) located at:

**3160 West Michigan Avenue
K-11-18-340-001**

The Planning Commission invites the public to attend a public hearing on this application to be held on **TUESDAY, SEPTEMBER 25, 2018** at approximately **6:30 P.M.** in the Civic Center Board Room (7200 S. Huron River Drive) to comment on or raise objections, if any, to this petition.

The file and map are available for inspection at the Civic Center in the Office of Community Standards or call 734.485.3943 for more information. Please address written comments to: **Ypsilanti Township Planning Commission, 7200 S. Huron River Drive, Ypsilanti, MI 48197** or email to cwilson@ytown.org.

Legal Description

YP#18-5B: BEG AT E 1/4 COR SEC 13, T3S-R6E; TH N 01-03-30 W 378.14 FT; TH S 86-39-42 E 227.38 FT; TH S 80-16-38 E 234.83 FT; TH S 67-30-30 E 234.83 FT; TH S 54-44-22 E 234.83 FT; TH S 41-58-14 E 234.84 FT; TH S 35-35-09 E 114.86 FT; TH S 09-24-51 W 155.56 FT; TH S 54-24-51 W TO WEST LINE LOT 11, ELMFIELD GARDENS SUB, TH SELY 25 FT IN SAID WEST LINE; TH S 54-24-51 W 100 FT; TH N 34-23-00 W 62.92 FT; TH N 43-39-30 E 131.69 FT; TH N 14-38-30 W 267.84 FT; TH S 84-24-00 W 261.48 FT; TH S 05-36-00 E TO NORTH LINE US-12; TH SWLY IN NORTH LINE US-12 TO WEST LINE OF SEC; TH N IN WEST LINE OF SEC TO POB. BEING PART OF LOTS 7-24 ELMFIELD GARDENS AND PART OF W 1/2 SEC 18, T3S-R7E, 20.57 ACRES.

PUBLISHED: Thursday, August 30th,
2018

08/30

YpsiTwp-3160 W Michigan Ave

AFFIDAVIT OF PUBLICATION

CHARTER TOWNSHIP OF YPSILANTI NOTICE OF PUBLIC HEARING Take notice that a petition has been filed with the Ypsilanti Township Planning requesting to rezone the 20.57 acre parcel from RM-2 (Multiple-Family Residential) to B-3 (General Business) located at: 3160 West Michigan Avenue K-11-18-340-001 The Planning Commission invites the public to attend a public hearing on this application to be held on TUESDAY, SEPTEMBER 25, 2018 at approximately 6:30 P.M. in the Civic Center Board Room (7200 S. Huron River Drive) to comment on or raise objections, if any, to this petition. The file and map are available for inspection at the Civic Center in the Office of Community Standards or call 734.485.3943 for more information. Please address written comments to: Ypsilanti Township Planning Commission, 7200 S. Huron River Drive, Ypsilanti, MI 48197 or email to cwilson@ytown.org. Legal Description YP#18-5B: BEG AT E 1/4 COR SEC 13, T3S-R6E; TH N 01-03-30 W 378.14 FT; TH S 86-39-42 E 227.38 FT; TH S 80-16-38 E 234.83 FT; TH S 67-30-30 E 234.83 FT; TH S 54-44-22 E 234.83 FT; TH S 41-58-14 E 234.84 FT; TH S 35-35-09 E 114.86 FT; TH S 09-24-51 W 155.56 FT; TH S 54-24-51 W TO WEST LINE LOT 11, ELMFIELD GARDENS SUB, TH SELY 25 FT IN SAID WEST LINE; TH S 54-24-51 W 100 FT; TH N 34-23-00 W 62.92 FT; TH N 43-39-30 E 131.69 FT; TH N 14-38-30 W 267.84 FT; TH S 84-24-00 W 261.48 FT; TH S 05-36-00 E TO NORTH LINE US-12; TH SWLY IN NORTH LINE US-12 TO WEST LINE OF SEC; TH N IN WEST LINE OF SEC TO POB. BEING PART OF LOTS 7-24 ELMFIELD GARDENS AND PART OF W 1/2 SEC 18, T3S-R7E, 20.57 ACRES. PUBLISHED: Thursday, August 30th, 2018 08/30

(Affidavit of Publisher)

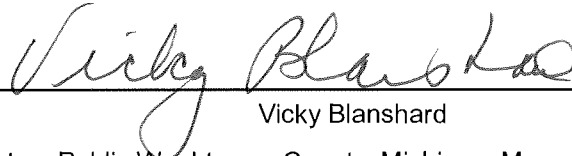
STATE OF MICHIGAN,
ss.
COUNTY OF WASHTENAW

The undersigned, an employee of the publisher of Washtenaw County Legal News, having knowledge of the facts, being duly sworn deposes and says that a notice, a true copy of which is annexed hereto, was published in Washtenaw County Legal News a newspaper circulated in Washtenaw County on August 30, 2018 A.D.



Sheila Pursglove

Subscribed and sworn before me on this 30th day of August 2018 A.D.



Vicky Blanshard

Notary Public Washtenaw County, Michigan. My commission expires: August 9, 2020 Acting in Washtenaw County, Michigan.

Attorney: Ypsilanti Twp. - Ypsilanti Twp.
AttorneyFile#:
Notice#: 1361193

NEW BUSINESS

COUNTY OF WASHTENAW, MICHIGAN

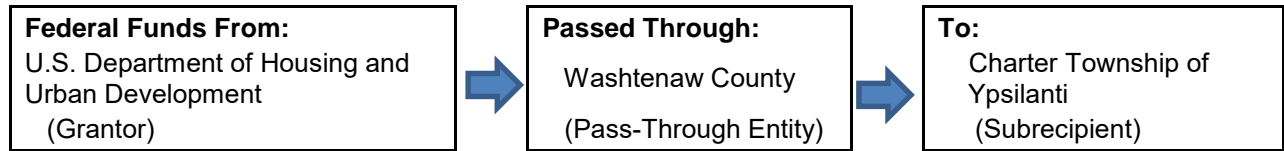
Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this **1st day of November, 2018**, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, **the Charter Township of Ypsilanti**, located at 7200 S. Huron River Drive, Ypsilanti, MI 48197, (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the **U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) Program** as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	Charter Township of Ypsilanti
Subrecipient DUNS Number	
Federal Award Identification Number (FAIN)	\$15,000 - B-16-UC-26-006
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	2016 – September 1, 2016
Subaward Period of Performance (start and end date)	11/1/2018-6/30/2019
Amount of Federal Funds Obligated by this Agreement	\$15,000.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$15,000.00
Total Amount of the Federal Award	2016 – \$1,858,189.00

Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	This contract includes support of eligible costs of design and bidding for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive in the Charter Township of Ypsilanti.
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14 218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	Not applicable

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Washtenaw Urban County 2016-2017 CDBG funds for the eligible costs of design and bidding for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive in the Charter Township of Ypsilanti. Design includes a bus bay (pull out) at the northeast corner of Schooner Cove Boulevard and S. Huron River Drive, improvements to existing stormwater management system and adjacent asphalt pathway, and addition of a pedestrian crosswalk to access the bus stop from the south side of Huron River Drive. The contract will be paid for with 2016-2017 Urban County CDBG funding, **not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00)**, in accordance with the budget in Attachment B.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,

2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to Tara Cohen, CDBG Management Analyst, and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports **as requested to Deb Truhn**. The Subrecipient shall submit programmatic reports **as requested to Tara Cohen**.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient and/or subcontractors shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This agreement begins on **November 1, 2018** and ends on **June 30, 2019, with an option to extend an additional 6 months**. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt 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 federal funds awarded under this agreement.

Section 4 - The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

3. Audit Certification

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: **Office of Community and Economic Development, 415 West Michigan Ave, Suite 2200, Ypsilanti, MI 48197, Contract # _____**, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$13.22 per hour with benefits or \$14.75 per hour without benefits. Agreementor agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2019 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

This agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this agreement without the written consent of the other.

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

This agreement is to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for any disputes or litigation arising out of this agreement is in Washtenaw County, Michigan.

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation. This is not to be construed as a waiver of governmental immunity for either party.

ARTICLE XXV - EXTENT OF AGREEMENT

This written agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXVI – PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO:

WASHTENAW COUNTY (Pass-Through Entity)

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

Charter Township of Ypsilanti (Subrecipient)

By: _____
Teresa Gillotti (DATE)
Interim Director

BY: _____
Brenda Stumbo (DATE)
Township Supervisor

By: _____
Karen Lovejoy Roe (DATE)
Township Clerk

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (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), which prohibits discrimination on the basis of handicaps; (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 Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.
18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Signature of Subrecipient's Authorized Representative

Title of Subrecipient's Authorized Representative

Name of Subrecipient Organization

Date Submitted

Contract # _____

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) 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;

(c) 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 (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Subrecipient Organization

Printed Name and Title of Subrecipient's Authorized Representative

Signature of Subrecipient's Authorized Representative

Date

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(Check appropriate box):

I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Signature of Subrecipient's Authorized Representative

Date

For Washtenaw County Use Only

Reviewed By: _____

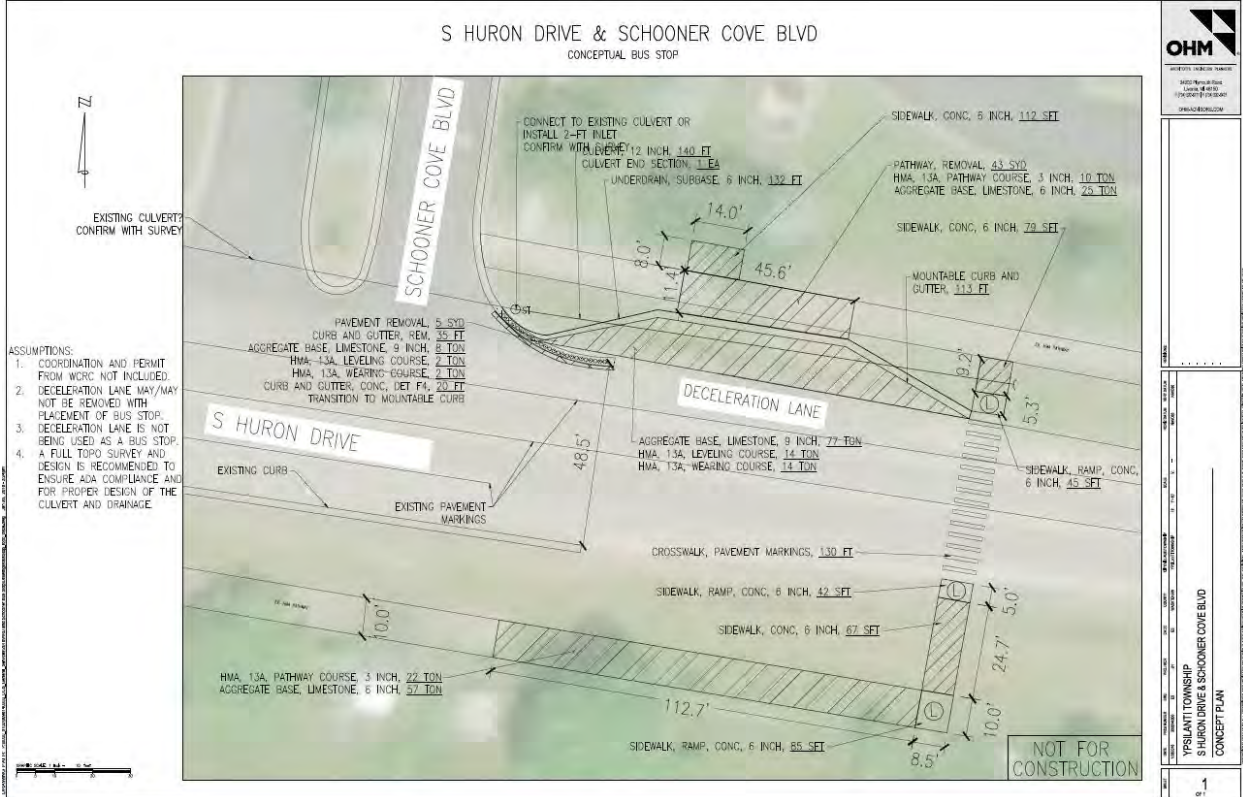
Date: _____

ATTACHMENT A- SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE

NARRATIVE DESCRIPTION/ SCOPE OF WORK:

WASHTENAW COUNTY will contract with the **TOWNSHIP** for the eligible costs of design and bidding for a bus stop enhancement project at Schooner Cove and S. Huron River Drive in the Charter Township of Ypsilanti. These activities will be paid for with 2016 CDBG funding in accordance with the budget in Attachment B.

Below is a conceptual sketch provided by Orchard, Hiltz & McCliment, Inc. (OHM), upon which design and bidding assistance activities will be based.



PROJECT TIMELINE:

Per OHM's design proposal (see Attachment C), the project is expected to be awarded in October with plans completed by November 5th, 2018. Construction plans will then be started once the concept is approved by the township and OCED. Final bidding will be coordinated with the optimal bidding months of January or February. It is anticipated that the bid will be awarded sometime in March for April/May 2019 construction.

ATTACHMENT B- PROJECT BUDGET**SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the **TOWNSHIP** an amount not to exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in 2016-2017 CDBG Funds** according to the budget below:

PROJECT BUDGET:

Schooner Cove Bus Stop Enhancement Project DESIGN Budget	
REVENUE SOURCE(S):	TOTAL
Grant Amounts CDBG (2016) - allocation	\$15,000
Other Support (In-Kind)	
Status of Funds	
Total Revenues	\$15,000
PROGRAM EXPENSES	TOTAL
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	\$15,000
Space & Related Costs	
Printing / Supplies	
Specific Assistance - scholarships	
Audit	
Program Evaluation	
Marketing	
Other – postage, communications	
Other – travel, insurance	
Other – staff development	
Other – construction	
Total Expenditures	\$15,000

Contract # _____

**ATTACHMENT C- OHM PROPOSAL TO YPSILANTI TOWNSHIP FOR
PROFESSIONALLY ENGINEERING DESIGN SERVICES (WITH RATE
SCHEDULE AND STANDARD TERMS & CONDITIONS)**



September 17, 2018

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

RE: Updated Proposal for Bus Stop at Schooner Cove Boulevard and S. Huron River Drive
Professional Engineering Design Services

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Design Services for the proposed Bus Stop at Schooner Cove and S. Huron River Drive. This proposal provides key personnel information, OHM Advisors' project understanding, scope of services, design schedule, and fee estimation.

PROJECT UNDERSTANDING

The proposed bus stop enhancement is funded by CDBG through Washtenaw County. The design and construction of this bus stop will be administered by the Charter Township of Ypsilanti (Township) and Washtenaw County Office for Community and Economic Development (OCED). The project includes the construction of a bus bay (pull-out) at the northeast corner of Schooner Cove Boulevard and S. Huron River Drive. Improvements will be made to the existing stormwater management system, the adjacent asphalt pathway, and a crosswalk for pedestrian access to the bus stop from the south side of Huron River Drive will be added. A bus stop enclosure (by others) will be added following the bus bay construction. The project will be coordinated with the Ann Arbor Area Transportation Authority (AAATA) and the Washtenaw County Road Commission (WCRC) in regards to work proposed within the S. Huron River Drive Right-of-Way. The pathway improvements will comply with the most recent guidelines for pathway construction including the American Association of State Highway Transportation Official's (AASHTO) Guide for the Development of Bicycle Facilities (where applicable), applicable sections of the Americans with Disabilities Act (ADA), and local ordinances.

The only permit that is expected to be required is a construction permit from the WCRC.

OHM Advisors previously assisted with the conceptual schematics, cost estimate and various funding applications. We understand that the Township may provide the construction phased services.

SCOPE OF SERVICES

Overview

OHM Advisors (OHM) will provide complete contract documents for the construction of the improvements, except bus stop enclosure, and provide bidding assistance through to project award. OHM will begin Services upon authorization to proceed.



Task 1 – Design Survey /Geotechnical Investigation

The focus will be to identify critical areas where obtaining temporary or permanent easements. It should be understood that the Township or other entity will be responsible for obtaining any needed easements.

Tasks to be accomplished include:

- ▶ **Control:** Establish horizontal and vertical control.
- ▶ **Right-of-Way:** Obtain property boundary and ROW information, and tie to project control.
- ▶ **Topographic Survey:** Obtain existing physical features and elevations to provide information for preparing construction drawings.
- ▶ **Geotechnical:** Two (2) five-foot deep soil borings (by G2 Consulting Group), one on each side of S. Huron River Drive, to determine ground conditions.

Task 2 – Construction Drawings

The data gathered in Task 1, along with the conceptual sketches provided during the application process, will allow OHM to create a set of design drawings with aerial overlay. These drawings will be further developed to show the bus stop location. Any notes and details necessary for specific design elements will be included along with cross-sections of the paths. These documents will serve as the “plans” for the project and allow contractors to understand the overall scope of work. In addition, these documents will also be reviewed with the Township personnel assigned to this project to obtain feedback. A review meeting will be held and any plan modifications discussed at the meeting will be incorporated into the drawings for the final bid package. OHM will also work with the WCRC at this stage to ensure this location is acceptable. OHM will reconfirm with the WCRC that the design and location is acceptable prior to moving forward.

Task 3 – Specifications and Final Bid Package

In developing the specifications, OHM will follow the Charter Township of Ypsilanti Engineering Standards and Design Specifications. These specifications will pertain to specific items such as special instructions to bidders (Township and CDBG requirements), supplemental and technical specifications, and a method of payment for the contractor to follow. The bid package will include the bonding requirements, prevailing wage information, and insurance requirements, a bid form and technical specifications. After completion of the design/specification assembly, the Township and OCED will be provided with two hard copies of the Bid Package for review along with an updated final engineer’s opinion of probable cost. Final adjustments to the Bid Package will be made based on the Township and OCED’s comments prior to advertising and bidding.

Task 4 – Bidding Assistance

The final Bid Package will be provided to the Township to be posted on the Michigan Inter-governmental Trade Network or as OCED intends to bid. OHM will assist with the bid process and conduct a bid opening. OHM can hold an onsite pre-bid conference with potential bidders, if requested by the Township. OHM will address any questions and/or any Requests for Information (RFIs) received by the bidding contractors during the bid phase. OHM will hold a bid opening at the Township on the date specified in the bid documents. Bids will be received, read aloud, collected, tabulated, and reviewed. A letter of recommendation will be provided to the Township based on price, references, and other criteria outlined in the bid documents.

DELIVERABLES/ SCHEDULE

Task	Deliverable
Task 1	Base Drawings
Task 2	Construction Plans
Task 3	Final Bid Package
Task 4	Recommendation of Award Letter



It's anticipated that the project will be awarded in October with base plans completed by November 5th, 2018. Construction plans will then be started once the concept is approved by the township and OCED. Final bidding will be coordinated with the optimal bidding months of January or February. It's anticipated that the bid will be awarded sometime in March for April/May 2019 construction.

KEY PERSONNEL

This project team has been selected to meet the technical aspects of the design and facilitate coordination with the Township. G2 Consulting Group will provide geotechnical services. Below is a list of key personnel and their role on this project.

Project Team Members	Role on Project	Specific Duties
Matthew Parks, PE	Project Manager	Management, & Public Liaison & QA/QC
Jessica Howard	Lead Design Engineer	Concepts, Design Development, ADA Issues
Phil Maly	Construction	QA/QC
Andrew Schripsema, PE, PS	Surveyor	Design Survey

ASSUMPTIONS/CLARIFICATIONS

- ▶ The project is limited to the bus bay, pathway, and hard surface around the proposed bus stop. There will not be improvements to S. Huron River Drive, Schooner Cove Boulevard or pathway outside these immediate limits.
- ▶ Any additional tasks outside of the above scope of services can be conducted at an hourly rate or as negotiated between the Township and OHM. Additional work will not be conducted prior to Township authorization.
- ▶ Construction phase services are not included in the proposal.
- ▶ Any meetings in addition to the meetings outlined in the above scope are not included in the scope of services but can be attended upon request. Time spent for these meetings will be charged on an hourly basis.
- ▶ As scoped, the project is not expected to require additional right-of-way or easements.

FEE

OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on an hourly not-to-exceed basis, in accordance with our 2015 Rate Schedule (copy attached). Invoices will be sent monthly as work is performed.

Tasks	Design Fee
Task 1: Survey & ROW	\$2,900.00
Task 1a: Geotechnical Investigation	\$2,530.00
Task 2: Construction Drawings	\$3,900.00
Task 3: Specifications and Final Bid Package	\$2,900.00
<u>Task 4: Bidding Assistance</u>	<u>\$2,600.00</u>
Total	\$14,830.00

CONTRACT TERMS AND CONDITIONS

Exhibit 2 (attached), "Standard Terms and Conditions", dated March 2003 is incorporated into this proposal by reference. Consider the term Owner to mean Township as referred to in this letter.

OHM Advisors will hold harmless and indemnify the Charter Township of Ypsilanti and its past, present or future



elected officials for losses, damages, cost, expense (including reasonable attorney fees) for engineering design defects that are found to be in non-compliance with the Americans for Disabilities Act to the extent caused by the negligent acts, errors or omissions of OHM Advisors.

ACCEPTANCE

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

Thank you for giving us the opportunity to continuing serving the Township. We look forward to working with you throughout this project.

Sincerely,
OHM Advisors



Matthew D. Parks, P.E.

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Matthew D. Parks, P.E.
(Name)

Principal-in-Charge
(Title)

(Date)

(Signature)

Ms. Brenda Stumbo
(Name)

Township Supervisor
(Title)

(Date)

(Signature)

(Name)

(Title)

(Date)

(Signature)

Ms. Karen Lovejoy Roe
(Name)

Township Clerk
(Title)

(Date)

Attachments
Rate Schedule
Standard Terms and Conditions



OHM ADVISORS 2018 HOURLY RATE SCHEDULE

Professional Engineer IV/Architect IV	\$170.00
Professional Engineer III/Architect III	\$155.00
Professional Engineer II/Architect II	\$140.00
Professional Engineer I/Architect I	\$130.00
Graduate Engineer IV	\$135.00
Graduate Engineer III	\$125.00
Graduate Engineer II	\$120.00
Graduate Engineer I	\$110.00
Graduate Architect III/Landscape Architect III	\$120.00
Graduate Architect II/Landscape Architect II	\$100.00
Graduate Architect I/Landscape Architect I	\$90.00
Technician IV	\$130.00
Technician III	\$115.00
Technician II	\$100.00
Technician I	\$78.00
Engineering/Architectural Aide	\$60.00
Professional Surveyor III	\$155.00
Professional Surveyor II	\$140.00
Professional Surveyor I	\$130.00
Graduate Surveyor	\$110.00
Surveyor III	\$107.00
Surveyor II	\$100.00
Surveyor I	\$80.00
Surveyor Aide	\$60.00
Planner IV	\$155.00
Planner III	\$135.00
Planner II	\$120.00
Planner I	\$80.00
Planner Aide	\$60.00
Graphic Designer	\$105.00
Data Base Developer	\$185.00
Administrative Support	\$65.00
Clerical Aide	\$50.00
Principal	\$195.00
Sr. Associate	\$185.00
Associate	\$175.00

Rates as reflected subject to review and adjustment on an annual basis.

2018 Public Rates 17-1120

STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM:

- a) Provide OHM personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM's reasonable control.

5. COMPENSATION – The Owner shall pay OHM for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule,

percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability in the aggregate, of OHM and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM or OHM's Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM's fee, whichever is less.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM's reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM, however, OHM shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM. In accepting and utilizing any drawings or other data on any electronic media provided by OHM, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM and will be corrected as part of OHM's basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM'S RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM the amount shown on any invoice within 60 days of the date of the invoice, OHM may, after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM's preparation of Opinions of Probable Cost represent OHM's best judgment as a design professional familiar with the industry. The Owner must recognize that OHM has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM, nor the presence of OHM or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

Hello,

We are required under the **Federal Funding Accountability and Transparency Act (FFATA)** to compile information from certain sub-contractors and input it into a federal database. As a sub-contractor who meets our prerequisites, we must obtain the following information from your organization.

Please fill out the highlighted areas below for **CHARTER TOWNSHIP OF YPSILANTI** and return along with the signed sub award contract to Washtenaw County OCED. Any questions regarding this process can be directed to Tara Cohen at 734-544-3056.

Sub-award Place of Performance:

City:

Charter Township of Ypsilanti

State:

Michigan

Zip Code + 4

48197

Names and Total Compensation of Top 5 Employees:

1) In your business or organization's preceding completed fiscal year, did your business or organization, (the legal entity which is registered in SAM (formerly CCR) and represented by this DUNS number) receive (1) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements ?

(Please answer Yes or No)

(If No, skip question 2 and the executive compensation table)

2) If question 1 is Yes, does the public have access to information about the compensation of the executives in your business or organization (the legal entity which is registered in CCR and represented by this DUNS number) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

(Please answer Yes or No)

(If No, skip the executive compensation table)

Executive Compensation Table (complete ONLY if the answers to questions #1 and #2 above are Yes)

Name	Position	Total Compensation Amount for the Last Complete Fiscal Year

The information submitted herein is true, accurate, and complete to the best of my knowledge and belief. I understand that the information submitted herein constitutes a filing of a record with the prime recipient and that the prime recipient is relying on the accuracy of the submitted information. I understand that information submitted herein is provided for the purposes of receiving Federal assistance and is mandated by the Federal Financial Accountability and Transparency Act of 2006.

I attest to the above as an authorized agent for my company or organization:

Authorized Name

Date



October 23, 2018

Ms. Brenda Stumbo
Supervisor
Ypsilanti Charter Township
Civic Center
7200 S. Huron River Dr.
Ypsilanti, MI 48197

RE: 2019-23 Contracts for the Middle Huron Partnership

Dear Ms. Stumbo:

For the past two decades, the Huron River Watershed Council (HRWC) has provided support to partner municipalities and agencies through the Middle Huron Partnership to address stormwater and other pollution sources to the Huron River system. The Middle Huron Partnership has been the forum for watershed partners to work together to successfully meet state and federal requirements to reduce pollution in the middle Huron River and its tributaries. For most of this time, the effort has been funded by the partners themselves who see the value in working collaboratively and demonstrate their commitment to the goals of the Partnership through financial support.

In 2009, some of these partners came together to additionally form the Stormwater Advisory Group (SAG) to comply with requirements under the Stormwater Permits (Phase I and II) issued by the Michigan Department of Environmental Quality (DEQ). HRWC has provided services for both efforts since 2006, and now refers to the entire effort as the Partnership. These services include preparation of regulatory compliance products for the entire group, development and implementation of monitoring and education programs, group representation in discussions with the DEQ, and leveraged implementation projects. A five-year work plan (see enclosed) covering the calendar years 2019 through 2023 (the Stormwater Permit cycle) was developed and reviewed by partner representatives. Ongoing support from the partners is essential if we are to continue pollution reduction efforts to the Huron River and its tributaries, such as Mill, Boyden, Honey, Malletts, Allens, Traver, Fleming, Swift and Millers creeks.

In order to fulfill these services, HRWC is requesting the financial support of the Township in the amount of \$10,247.94 starting in 2019 for services to be performed over the five-year period. Other organizations also are being asked to contribute to this partnership (see enclosed budget allocation). Included you will find a contract to support these services, the 5-year work plan, the work plan "not to exceed" budget, Partner budget allocation, and an invoice schedule. Your organization or agency will be invoiced in early 2019 for the first year's assessment. If you wish, you may request a proportional quarterly invoice instead.

Please review and sign both copies of the enclosed service agreement and return one copy to me (the other is for your records). If you have any questions or concerns, please contact me directly or your designated representative. Thank you for your past support, as well as your efforts to improve the water quality of the Huron River and the wellbeing of our region.

Sincerely,

A handwritten signature in black ink, appearing to read "Ric Lawson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ric Lawson
Middle Huron Partnership Coordinator
rlawson@hrwc.org
734.769.5123 ext. 609

enclosures

CC: Mr. Wade Rose, Engineering Technician, OHM Advisors
Ms. Charlotte Wilson, Planning and Development Coordinator



TO: Middle Huron Partners and Stormwater Advisory Group
FROM: Ric Lawson, Watershed Planner
RE: **Five-year Work Plan and Budget**
DATE: September 4, 2018

HRWC is currently providing joint services to municipalities and agencies within the Huron River Watershed in Washtenaw County for projects with similar missions: the Middle Huron Stormwater Advisory Group (SAG) to address watershed-wide compliance with state stormwater regulations, and the Middle Huron Partnership (Partnership) to reduce phosphorus contributions to meet the Total Maximum Daily Load (TMDL) for Ford and Belleville Lakes. Collectively, the combined group is referred to as the Middle Huron Partners (Partners). The current services provided were agreed to under a 6-year work plan with contracts that expire at the end of calendar year 2018.

The Partners have worked cooperatively to save effort and minimize costs, to more broadly share lessons and ideas, and to more comprehensively meet the goals of the permits and stormwater management. The proposed work plan includes activities that are essential to fulfilling the expectations set forth in the original Cooperative Agreement for the Partnership and Phase I or II Stormwater Permit regulations. The work plan is for five years, which is consistent with a five-year permit cycle for stormwater regulations.

All stormwater-regulated organizations in the Huron River Watershed submitted permit applications to the Michigan DEQ in 2013. At this time, only one permit has been issued. All other municipalities and agencies are operating on permits issued from 2003.

Timeline: This proposed work plan begins January 1, 2019 and ends December 31, 2023.

Work Plan Tasks:

Task 1: Coordinate and facilitate Partner meetings and implement Public Participation Plan

Rationale: Public meetings are required for the stormwater permits and are necessary for planning and coordination.

Description: The Partners meet bi-monthly to report on progress toward meeting permit requirements, phosphorus reduction goals, and implement priority activities from the Middle Huron Watershed Management Plan. Subcommittee work groups may form and meet as needed. HRWC will prepare communications for the meetings including agenda, agenda item materials, and follow-up items; facilitate meetings; and coordinate with guest speakers. Partners rotate as meeting hosts. HRWC will also post and distribute materials for Partners in compliance with the Public Participation Plan.

Task 2: Prepare program reports for Partners

Description: Biennial progress reports are required for the stormwater permit. HRWC will work with Partners to develop a template for progress reports to DEQ. The template will be updated to remain compliant with DEQ requirements. HRWC will compile and summarize relevant information as needed for Partner stormwater reports. Some specific Partner information will need to be added to complete reports before submittal. All reports will be published and distributed through the HRWC website.

A broader report is being developed for efforts made to address the TMDL. HRWC drafted an online framework for TMDL success reporting. HRWC will improve the framework and begin populating it for publication in 2019 and subsequent years.

Rationale: Biennial reports are required for Partner permits. Regular reporting of progress toward TMDL targets will help Partners justify expenditures and investments. The reports also provide the basis for measuring and reporting progress, in general.

Task 3: Conduct water chemistry, macroinvertebrates and flow monitoring

Description: Water quality monitoring is required to provide an overall assessment of the health of the watershed and identify areas of success and in need of greater attention. HRWC will work with the Partners to plan and execute monitoring and stormwater investigation for the field seasons (April to September). Macroinvertebrate collections will take place in January, April and October. Monitoring will rotate among sites each year to minimize cost and maintain continuity of data. HRWC will work with Partners to integrate monitoring with Illicit Discharge Elimination Programs (IDEP). Work will generally include: measuring stream discharge at long-term monitoring sites (currently 10) during dry and wet weather conditions; monitor key water quality indicators at long-term sites and additional stormwater investigative sites during dry and wet weather conditions; collect a survey of macroinvertebrate diversity twice per year, with an additional winter stonefly target collection; collect targeted chemistry samples through rain events; obtain and maintain equipment; train field crews; deliver water samples to a lab; obtain lab results and enter into database; analyze and synthesize data; communicate monitoring results in report form for a general audience; present results annually at a Partner meeting; incorporate results into progress reports and other promotional media; and disseminate monitoring reports to Partners and post on HRWC website.

Rationale: Monitoring of TMDL areas is required by the stormwater permits. It is necessary to help determine pollutant hot spots and assess progress. The monitoring results are the primary indicators of success.

Task 4: Update and revise Watershed Management Plans (WMPs)

Description: A master (Middle Huron) WMP provides an assessment of conditions and problem areas in the watershed and provides an action plan for improving conditions. That provides the basis for grant applications and other project development. It was last finalized and approved in 2011. The plan needs to be revised to update information and re-evaluate project priorities. HRWC currently is in the process of implementing a strategy to update the WMP in three sections. The first (middle) section is being updated with a grant from MDEQ, and a proposal was submitted for the second (upper) section. HRWC will work with all necessary stakeholders to revise the WMP to meet requirements, and will finalize and submit revised plans to MDEQ, as necessary. While it is anticipated that most of the revision work will be covered by grant funding, time is budgeted in the work plan to cover proposal development and the required 10% match funding.

Rationale: WMP revision is not required by stormwater permits, but is necessary to facilitate coordinated management and provides the basis for securing external project funding.

Task 5: Develop priority implementation projects

Description: Building on past successful grant projects, HRWC will work with Partners to secure funding for priority projects that are consistent with WMP and other Partners' priorities. Funds for this task may also be used to participate in relevant implementation projects per guidance from the Partners. This may include advising or participating, upon request, in projects initiated by individual member organizations.

Rationale: Successful proposals will leverage the budget and keep overall costs down. Projects will help to achieve Partner goals and address permit commitments.

Task 6: Provide technical assistance to Partners on permit compliance and watershed management issues

Description: HRWC will provide support and technical assistance to Partners throughout the five-year cycle. HRWC will consult with Partner members on an as-needed basis to provide advice, information and assistance with all aspects of the stormwater permit. Further, HRWC will provide support to Partners on other non-stormwater, watershed management issues that may arise. If audited, HRWC staff will meet with state auditors regarding permit-related watershed activities. Though not known at this time, it is anticipated that new applications will be required during this 5-year period. HRWC will facilitate discussion and development of watershed-wide permit application templates and other materials. HRWC will also represent Partners at statewide meetings or relevant watershed management discussions.

Rationale: The Partners submitted jointly developed plans and documents as part of their stormwater permit applications. Joint planning can be more efficient, reduce costs, and meet overall goals more effectively. HRWC is regularly asked to provide Partner permittee support.

Task 7: Continue to implement the Public Education Plans (PEP)

Description: HRWC will develop and execute tasks to meet the PEP requirements. Major tasks include regular development and distribution of an annual calendar, implementation of the Adopt-a-Stormdrain program, development of digital and print advertising, representation at and participation in regional public events, development of other educational watershed management content for local distribution and use, and redevelopment and implementation of an evaluation survey. Details on specific task items can be found in the PEP. A detailed budget is included (appended) for PEP subtasks.

Rationale: PEP implementation is required by the stormwater permit and Partners submitted a joint PEP to MDEQ. Joint watershed education is more consistent and effective at a lower overall cost.

Budget: A task budget (appended) was prepared for the complete 5-year work plan. A budget allocation (appended) was also prepared to allocate the budget across stakeholders based on jurisdictional area and population in the watershed.

Middle Huron Partners Work Plan Budget (2019-2023)

Task Description	Item	Year					Totals
		2019	2020	2021	2022	2023	
Watershed Activities							
1 Meeting preparation and facilitation	Staff	\$ 5,850	\$ 6,084	\$ 6,327	\$ 6,580	\$ 6,844	\$ 31,685
	Direct						\$ -
	Total	\$ 5,850	\$ 6,084	\$ 6,327	\$ 6,580	\$ 6,844	\$ 31,685
2 Progress reporting	Staff	\$ 9,100	\$ 1,352	\$ 3,515	\$ 1,462	\$ 3,802	\$ 19,232
	Direct						\$ -
	Total	\$ 9,100	\$ 1,352	\$ 3,515	\$ 1,462	\$ 3,802	\$ 19,232
3 Water quality and flow monitoring	Staff	\$ 66,300	\$ 68,952	\$ 71,710	\$ 74,578	\$ 77,562	\$ 359,102
	Direct	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 7,500
	Lab costs	\$ 21,600	\$ 21,600	\$ 21,600	\$ 21,600	\$ 21,600	\$ 108,000
	Total	\$ 89,400	\$ 92,052	\$ 94,810	\$ 97,678	\$ 100,662	\$ 474,602
4 WMP Revisions	Staff	\$ 3,900	\$ 4,056	\$ 4,218	\$ 4,387	\$ 760	\$ 17,322
	Direct						\$ -
	Total	\$ 3,900	\$ 4,056	\$ 4,218	\$ 4,387	\$ 760	\$ 17,322
5 Priority Implementation projects	Staff	\$ 4,225	\$ 4,394	\$ 4,570	\$ 4,753	\$ 4,943	\$ 22,884
	Direct						\$ -
	Total	\$ 4,225	\$ 4,394	\$ 4,570	\$ 4,753	\$ 4,943	\$ 22,884
6 Technical Assistance	Staff	\$ 2,080	\$ 2,163	\$ 2,250	\$ 2,340	\$ 8,364	\$ 17,197
	Direct						\$ -
	Total	\$ 2,080	\$ 2,163	\$ 2,250	\$ 2,340	\$ 8,364	\$ 17,197
7 Public Participation and Education	Staff	\$ 41,080	\$ 42,723	\$ 44,432	\$ 46,209	\$ 48,058	\$ 222,503
	Direct	\$ 66,350	\$ 54,039	\$ 55,119	\$ 56,222	\$ 64,845	\$ 296,575
	Total	\$ 107,430	\$ 96,762	\$ 99,551	\$ 102,431	\$ 112,903	\$ 519,078
Subtotal		\$ 221,985	\$ 206,863	\$ 215,241	\$ 219,632	\$ 238,278	\$ 1,101,999
Administration	@ 5%	\$ 11,099	\$ 10,343	\$ 10,762	\$ 10,982	\$ 11,914	\$ 55,100
Total		\$ 233,084	\$ 217,207	\$ 226,004	\$ 230,614	\$ 250,192	\$ 1,157,099

- (1) Budget is "not to exceed" total. Annual carryover will be used to adjust Partner assessments.
- (2) Direct monitoring costs include cost of equipment purchase and maintenance
- (3) Lab costs included in total. Previously donated by City of Ann Arbor.
- (4) Budget based on production of an annual calendar

5-year average	\$ 231,419.89
Previous annual average	\$ 144,351
From outside sources	\$ 35,539
Previous billed annually	\$ 108,812

2019-2023 Budget and Allocation Criteria Explanation

A new work plan and budget for work to support the Middle Huron Partners was distributed prior to the meeting on June 7. No significant budget changes were suggested, so HRWC developed an allocation of the budget across all the Partners. The complete budget includes a five year period and totals \$1,072,191 in effort and expenses. See the work plan and budget for details.

The budget allocation table allocates the total budget to each municipality or agency according to several important characteristics:

1. There are two types of Partner organizations: municipalities and agencies (including counties, schools and universities). For this budget, 65% is allocated to municipalities, and 35% is allocated to agencies. Municipal allocations were determined by the combined area and population percentages in the watershed. Agency allocations were based on general size and scope of the agency.
2. The Partnership effort addresses a wide variety of watershed issues. Most of the work done by the partners is generally beneficial to the watershed across the board. 55% of the budget is allocated across all partners, using the criteria in point 1.
3. Some efforts are particularly beneficial to stormwater improvement and compliance, so that part of the budget should be allocated differently. 35% of the budget was allocated to Partners covered by stormwater regulations. This was also allocated according to criteria in point 1.
4. There are also 4 point sources (waste water treatment plants) that are addressed by Partnership activities. 10% of the budget is allocated to Partners with point sources.
5. The final budget allocations are compiled by adding the general watershed, stormwater and point source allocations.
6. The final allocation is divided into annual assessments, which will eventually be used for invoicing, starting in 2019. A minimum assessment of \$750 per year was set and adjustments were made to all other allocations.

HRWC will make every effort to gather support and participation from all community partners listed on the budget allocation, and a few others. However, if individual Partner organizations choose not to participate, those assessments will need to be reallocated, or, if new Partners are added, assessments would be reduced. Thus, the current allocation should be considered an estimate.

**Middle Huron Partnership
Proposed Cost Allocation
HRWC 2019-23 Work Plan**

Total Budget		\$ 1,157,099		
Stormwater	35%	\$ 404,985	Municipal	65%
Point Sources	10%	\$ 115,710	Agencies	35%
General Watershed	55%	\$ 636,404		

Municipal/Agency Name	Total Area (acres)	Total Population	% Area in Watershed	Population of community in watershed	Area of community in watershed (acres)	% Total Watershed Population	% Total Watershed Area	%Population and Land Area (1) (3)	% General	% Storm	% Point	General Assessment	Stormwater Assessment	Point Source Assessment	Total Raw Assessment	Total 5-year Adjusted Assessment	Annual Assessment
Ann Arbor	17,490	122,011	99.6	121,544	17,423	54.1	16.9	35.5	23%	32.9%	50%	\$ 146,746	\$ 133,200	\$ 57,855	\$ 337,801	\$ 337,585	\$ 67,516.99
Ann Arbor Twp	11,398	4,368	99.5	4,347	11,344	1.9	11.0	6.5	4%			\$ 26,748	\$ -	\$ -	\$ 26,748	\$ 26,532	\$ 5,306.32
Barton Hills		335	100.0	335		0.1	0.0	0.1	0%	0.1%		\$ 308	\$ 280	\$ -	\$ 588	\$ 3,750	\$ 750.00
Belleville	746	4,037	43.7	1,764	326	0.8	0.3	0.6	0%			\$ 2,277	\$ -	\$ -	\$ 2,277	\$ 3,750	\$ 750.00
Chelsea	1,487	5,056	100.0	5,056	1,487	2.2	1.4	1.8	1%		20%	\$ 7,633	\$ -	\$ 23,142	\$ 30,775	\$ 30,558	\$ 6,111.68
Dexter	931	4,290	100.0	4,290	931	1.9	0.9	1.4	1%	1.3%	20%	\$ 5,813	\$ 5,277	\$ 23,142	\$ 34,232	\$ 34,015	\$ 6,803.10
Dexter Twp	21,174	6,809	30.1	2,052	6,382	0.9	6.2	3.6	2%			\$ 14,686	\$ -	\$ -	\$ 14,686	\$ 14,470	\$ 2,893.94
Lodi Twp	22,070	6,012	22.6	1,360	4,992	0.6	4.8	2.7	2%			\$ 11,262	\$ -	\$ -	\$ 11,262	\$ 11,045	\$ 2,209.05
Northfield Twp	23,470	8,345	8.6	717	2,017	0.3	2.0	1.1	1%			\$ 4,705	\$ -	\$ -	\$ 4,705	\$ 3,750	\$ 750.00
Pittsfield Twp	17,870	39,730	15.7	6,219	2,797	2.8	2.7	2.7	2%	2.5%		\$ 11,329	\$ 10,284	\$ -	\$ 21,613	\$ 21,396	\$ 4,279.29
Scio Twp	21,187	17,918	99.9	17,907	21,174	8.0	20.5	14.2	9%		10%	\$ 58,934	\$ -	\$ 11,571	\$ 70,505	\$ 70,289	\$ 14,057.79
Superior Twp	22,734	13,324	54.8	7,296	12,449	3.2	12.1	7.7	5%			\$ 31,677	\$ -	\$ -	\$ 31,677	\$ 31,460	\$ 6,292.03
Van Buren Twp	23,084	29,595	32.7	9,687	7,556	4.3	7.3	5.8	4%			\$ 24,064	\$ -	\$ -	\$ 24,064	\$ 23,847	\$ 4,769.46
Webster Twp	22,941	6,384	16.1	1,026	3,687	0.5	3.6	2.0	1%			\$ 8,338	\$ -	\$ -	\$ 8,338	\$ 8,121	\$ 1,624.23
Ypsilanti	3,027	21,091	91.1	19,224	2,759	8.5	2.7	5.6	4%	5.2%		\$ 23,216	\$ 21,073	\$ -	\$ 44,290	\$ 44,073	\$ 8,814.67
Ypsilanti Twp	20,187	56,888	38.7	22,020	7,814	9.8	7.6	8.7	6%	8.1%		\$ 35,926	\$ 32,610	\$ -	\$ 68,536	\$ 68,320	\$ 13,663.92
Municipal Subtotal	229,796	346,193		224,844	103,138	100	100	100									
WCWRC								42.5	15%	21.2%		\$ 94,665	\$ 85,927	\$ -	\$ 180,592	\$ 180,375	\$ 36,075.05
WCRC								42.5	15%	21.2%		\$ 94,665	\$ 85,927	\$ -	\$ 180,592	\$ 180,375	\$ 36,075.05
Ann Arbor Schools					770		0.7	6.0	2%	3.0%		\$ 13,364	\$ 12,131	\$ -	\$ 25,495	\$ 25,279	\$ 5,055.76
University of Michigan					3,178		3.1	9.0	3%	4.5%		\$ 20,136	\$ 18,277	\$ -	\$ 38,413	\$ 38,196	\$ 7,639.28
Totals								100.0	100%	100.0%	100%	\$ 636,494	\$ 404,985	\$ 115,710	\$ 1,157,188	\$ 1,157,188	\$ 231,438

Data sources:
Population estimates were provided by SEMCOG in July 2017 and are based on the 2010 US Census
Areas are based on a GIS analysis of municipality and Middle Huron Watershed boundaries by the Huron River Watershed Council

**Middle Huron Partnership
Proposed Budget Billing Schedule*
2019-2023**

Municipal/Agency Name	2013-18 Annual Assessment	Mean Annual Assessment	2019	2020	2021	2022	2023
Ann Arbor	\$ 33,743.83	\$ 67,516.99	\$ 50,637.74	\$ 59,077.36	\$ 67,516.99	\$ 75,956.61	\$ 84,396.23
Ann Arbor Twp	\$ 763.00	\$ 5,306.32	\$ 3,979.74	\$ 4,643.03	\$ 5,306.32	\$ 5,969.61	\$ 6,632.90
Barton Hills	\$ 303.50	\$ 750.00	\$ 562.50	\$ 656.25	\$ 750.00	\$ 843.75	\$ 937.50
Belleville	\$ 250.00	\$ 750.00	\$ 562.50	\$ 656.25	\$ 750.00	\$ 843.75	\$ 937.50
Chelsea	\$ 1,278.83	\$ 6,111.68	\$ 4,583.76	\$ 5,347.72	\$ 6,111.68	\$ 6,875.64	\$ 7,639.60
Dexter	\$ 2,345.33	\$ 6,803.10	\$ 5,102.32	\$ 5,952.71	\$ 6,803.10	\$ 7,653.49	\$ 8,503.87
Dexter Twp	\$ 402.50	\$ 2,893.94	\$ 2,170.46	\$ 2,532.20	\$ 2,893.94	\$ 3,255.69	\$ 3,617.43
Lodi Twp	\$ 307.17	\$ 2,209.05	\$ 1,656.79	\$ 1,932.92	\$ 2,209.05	\$ 2,485.19	\$ 2,761.32
Northfield Twp	\$ 250.00	\$ 750.00	\$ 562.50	\$ 656.25	\$ 750.00	\$ 843.75	\$ 937.50
Pittsfield Twp	\$ 2,298.50	\$ 4,279.29	\$ 3,209.47	\$ 3,744.38	\$ 4,279.29	\$ 4,814.20	\$ 5,349.11
Scio Twp	\$ 2,245.00	\$ 14,057.79	\$ 10,543.34	\$ 12,300.56	\$ 14,057.79	\$ 15,815.01	\$ 17,572.23
Superior Twp	\$ 919.67	\$ 6,292.03	\$ 4,719.02	\$ 5,505.53	\$ 6,292.03	\$ 7,078.53	\$ 7,865.04
Van Buren Twp	\$ 693.17	\$ 4,769.46	\$ 3,577.10	\$ 4,173.28	\$ 4,769.46	\$ 5,365.65	\$ 5,961.83
Webster Twp	\$ 218.00	\$ 1,624.23	\$ 1,218.17	\$ 1,421.20	\$ 1,624.23	\$ 1,827.26	\$ 2,030.29
Ypsilanti	\$ 4,751.33	\$ 8,814.67	\$ 6,611.00	\$ 7,712.83	\$ 8,814.67	\$ 9,916.50	\$ 11,018.33
Ypsilanti Twp	\$ 7,556.67	\$ 13,663.92	\$ 10,247.94	\$ 11,955.93	\$ 13,663.92	\$ 15,371.91	\$ 17,079.90
WCWRC	\$ 21,855.83	\$ 36,075.05	\$ 27,056.29	\$ 31,565.67	\$ 36,075.05	\$ 40,584.44	\$ 45,093.82
WCRC	\$ 21,855.83	\$ 36,075.05	\$ 27,056.29	\$ 31,565.67	\$ 36,075.05	\$ 40,584.44	\$ 45,093.82
Ann Arbor Schools	\$ 4,346.17	\$ 5,055.76	\$ 3,791.82	\$ 4,423.79	\$ 5,055.76	\$ 5,687.73	\$ 6,319.70
University of Michigan	\$ 2,427.67	\$ 7,639.28	\$ 5,729.46	\$ 6,684.37	\$ 7,639.28	\$ 8,594.19	\$ 9,549.10
Totals	\$ 108,812.00	\$ 231,437.62	\$ 173,578.21	\$ 202,507.92	\$ 231,437.62	\$ 260,367.32	\$ 289,297.02

* Actual assessments will be reduced by any previous year carryover

PROFESSIONAL SERVICE CONTRACT

Project: Middle Huron Partnership

Agreement is made this twenty-third of October, 2018 by the Ypsilanti Charter Township, Civic Center, 7200 S. Huron River Dr., Ypsilanti, MI, 48197 (Partner), and the Huron River Watershed Council (Council), 1100 North Main, Suite 210, Ann Arbor, Michigan, 48104.

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

The Council will provide services as described in the Statement of Work (Middle Huron Partnership Work Plan).

ARTICLE II – COMPENSATION

From January 1, 2019 through December 31, 2023, the Partner will pay the Council for watershed management services (Management Services) an amount not to exceed \$68,320.00 over the five-year life of the contract, payable in five installments according to the schedule attached hereto (Billing Schedule). The initial installment shall be \$10,247.94. Each installment shall be payable within 20 days from the date of the invoice of Management Services.

ARTICLE III – REPORTING OF CONSULTANT

Section 1 - The Council is to coordinate activities with the Partner and will cooperate and confer with individuals as necessary to ensure satisfactory work.

Section 2 – When applicable, the Council will submit annual reports and a final written report to the Partner.

ARTICLE IV – TERM

This contract begins on January 1, 2019 and ends on December 31, 2023.

ARTICLE V – PERSONNEL

The parties agree that the Council is neither an employee nor an agent of the Partner for any purposes.

ARTICLE VI – INSURANCE REQUIREMENTS

The Council will maintain at its own expense during the term of this contract, the following insurance:

1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.
3. Council will indemnify the Partner and its officers, employees and agents from all liability of any sort that may result from injury or death to any person or loss or damage to any property in the performance of any services funded in whole or in part under this Agreement.

ARTICLE VIII – COMPLIANCE WITH LAWS AND REGULATIONS

The Council will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the American Disabilities Act.

ARTICLE IX- EQUAL EMPLOYMENT OPPORTUNITY

The Council will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status,

PROFESSIONAL SERVICE CONTRACT

Project: Middle Huron Partnership

veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

The Council will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Council agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Council, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

ARTICLE X – ASSIGNS AND SUCCESSORS

This contract is binding on the Partner and Council, their successors and assigns. Neither the Partner nor the Council will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XI – TERMINATION OF CONTRACT

Either party may terminate the contract by giving thirty (30) days written notice to the other party. In the event of termination of contract by either party, any Partner funds not disbursed at that time will be returned by the Council to the Partner.

ARTICLE XII – EQUAL ACCESS

The Council shall provide the services set forth in the Statement of Work without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIII – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public.

ARTICLE XIV – PAYROLL TAXES

The Council is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Partner against such liability.

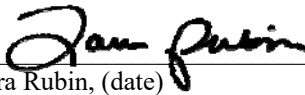
ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Partner and the Council will be incorporated into this contract by written amendments signed by both parties.

Ypsilanti Charter Township

Huron River Watershed Council

By: _____
Brenda Stumbo, (date)
Supervisor

By:  10/23/2018
Laura Rubin, (date)
Executive Director

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk

From: Michael Radzik, OCS Director

Re: **Request to approve a professional services agreement with OHM Advisors to provide design specifications and construction bid package for replacement and upgrade of the emergency power generator at the Law Enforcement Center at 1501 S. Huron St in the amount of \$18,900 budgeted in Law Enforcement Fund account 266-301.000-931.015**

Copy: McLain & Winters, Township Attorneys
Wayne Dudley, Residential Services

Date: November 26, 2018

The Law Enforcement Center has a 45-year-old 45 KW emergency generator that was installed when the facility was built in approximately 1973. Although the generator may have been adequate then to service the facility's use by the Michigan State Police, it is now inadequate and not equipped to provide emergency power as used now by the Washtenaw County Sheriff's Office to provide essential public safety services to Ypsilanti Township. The building now houses more than twice the number of police personnel, in addition to much more electronic equipment such as computers, network servers, wireless vehicle communication system, and video recording devices.

In consultation with OHM Advisors and for a variety of reasons, we have chosen to replace the existing equipment with a diesel fueled generator in the 300 KW range that will operate as an optional standby system. OHM Advisors has provided the enclosed proposal to provide engineering design specifications and contract documents, and to assist with the bidding/contracting process for construction. Some preliminary work by OHM electrical engineers has been completed pending approval of this agreement and funding commitment. Separate requests will be submitted to the Board of Trustees for equipment purchases and to award a construction contract. Construction is anticipated to occur in the spring of 2019.

The project will be funded in the Law Enforcement budget and will provide adequate emergency power to keep the facility fully operating during routine power outages as well as extended periods of time. I respectfully request your approval to sign and fund the enclosed scope of work to move the project ahead. Thank you for your consideration.

Enclosure: OHM Advisors proposal/scope of work dated November 15, 2018



November 15, 2018

Mr. Michael Radzik
Police Administrator/Director
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Proposal for Engineering Design Services for Law Enforcement Generator Replacement

Dear Mr. Radzik:

Thank you for the opportunity to submit this proposal to provide professional engineering services for the Township. As you know, the Law Enforcement office has relocated from the Civic Center into their own building located at 1501 S. Huron Street. With this relocation, the existing backup generator is not equipped to provide emergency power to the entire building. In this proposal, we have outlined the scope and clarifications necessary to seek bids for the Township to address the generator replacement.

PROJECT UNDERSTANDING

The project consists of replacing the existing 45 KW generator that serves a portion of the law enforcement office with a larger unit that will serve the entire facility. The proposed generator will be in the 300 KW range and run on diesel fuel. The generator will operate as an optional standby system only. It will not serve emergency loads and will not function as power for a Critical Operations Facility. A field meeting was held on October 10, 2018 to gather preliminary information. Since then the OCS department has provided document and DTE bills to help compile basis of design information.

ASSUMPTIONS/CLARIFICATIONS

- ▶ All other tasks added to the scope below can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors (OHM). Additional work will not be conducted prior to Township authorization. OHM has started preliminary work (Task 1) based on our discussions with the OCS department in order to streamline the project and develop a full design scope.
- ▶ Construction Services and oversight can be conducted on an as needed basis under a separate proposal.

SCOPE

Our scope of professional services includes the following tasks:

Task 1 –Project Kick-off and Site Visit

- ▶ Attend one (1) kickoff meeting with the Owner to verify scope and project communication procedures. Owner to provide point of contact.
- ▶ Owner to provide past utility bills to verify the existing facility electrical demand. If the electrical demand is not available on bills, then a recording meter may need to be placed at the facility for thirty (30) days. The recording meter will be billed as a reimbursable.



- OHM will visit the site to document the existing electrical distribution system at the facility. Filed survey of the site will be performed. This will include measuring of exiting pipes within the proximity of the area that will be impacted and photos.

Task 2 –Preliminary Design – 60%

- One-page technical memo recommendation on the diesel engine unit over natural gas including payback. The memo will also contain a sound level comparison at varying distances for optional engine enclosures.
- Prepare an electronic site plan and building floor plan based on the site visit and survey data collected.
- Select a final generator size based on documented electrical loads.
- Prepare preliminary plans for the new generator and transfer switch including necessary changes to the electrical distribution system.
- Add site civil details to the plans including concrete pad, pavement modifications, landscaping and fencing as applicable.
- Prepare technical specifications needed for project bidding. These will be compatible with the Township standards and also be submitted to the Township attorney for his review.
- Attend one (1) meeting with the Owner to review preliminary plans. (approximately 10-sheets)
- Provide preliminary cost estimate.

Task 3 –Final Plans and Bidding Documents

- Revise documents per Owner and internal QA/QC comments.
- Develop bid package including technical specifications and contract documents.
- Edit and finalized specifications for bidding.
- Attend one (1) meeting with the Owner to review final documents prior to bidding.
- Provide final cost estimate.
- Assist the Owner in the construction bidding/contracting process including: distributing bidding documents on BidNet Direct (formerly MITN), conducting pre-bid meeting and issuing pre-construction addenda.
- Attend bid opening and review all received bid packages for completeness.
- Attend mandatory pre-bid meeting.
- Provide bid tabulation and recommendation of award to the Owner.

COMPENSATION AND SCHEDULE

The above-mentioned services will be performed on an hourly not-to-exceed basis in accordance with the attached Standard Terms & Conditions for a fee broken down by project as follows. The fees below are based on our 2018 Hourly Rates. OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on a monthly basis.

Design Tasks	Fee
Task 1 – Kickoff and Site Visit	\$2,400
Task 2 – Preliminary Design	\$8,700
Task 3 – Final Plans and Bidding Documents	\$7,800
TOTAL	\$18,900

OTHER SERVICES

Other services not included in this proposal can be offered at an hourly rate upon request. This could include digital scanning of the mechanical room and other rooms within the facility to assist with future improvements. A quote for these services can be given prior to authorization.



ACCEPTANCE

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

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

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

_____	(Signature)	_____
<u>Matthew D. Parks, P.E.</u>	(Name)	<u>Mr. Michael Radzik</u>
<u>Principal in Charge</u>	(Title)	<u>Police Administrator/Director</u>
_____	(Date)	_____

Memo

To: Karen Lovejoy Roe, Clerk

From: Myla Harris, Vice President of AFSCME Local 3451, Township Employee

cc: Township Board

Date: November 29, 2018

Re: (Revised) Appeal excessive charges for Grievance FOIA

As previously discussed, I am appealing the amount charged for the FOIA request dated October 18, 2018 for the following reasons:

- To my knowledge, there has never been a charge for FOIA requests to gather information for a Grievance involving AFSCME in the past.
- According to the Michigan Freedom of Information Act, prepared by the Office of the Attorney General, **MCL 15.234 Section 4a** *“The public body shall not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in the particular instance regardless of whether is available or who actually performs the labor”*. (See Attached)
 - The wage in which the charges were calculated includes Fringe Benefits, which is also a violation of **MCL 15.234 Section 4a**.
- **MCL 15.401 Section 1**...*As used in this act, “public employee” means an employee of the state classified civil service, or an employee of a political subdivision of the state who is not an elected official*” An elected official is not an employee of the Charter Township Of Ypsilanti; therefore, the charges calculated for Supervisor Stumbo and Clerk Roe are invalid.
- Approximately five hundred and sixteen (516) copies generated from October 1, 2018 thru October 18, 2018. Excessive copies include duplicates of the same information gathered. According to the Michigan Freedom of Information Act, prepared by the Office of the Attorney General, **MCL 15.234 Section 4d** *“...a public body shall utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available. (See Attached)*

months, at the request of the subscriber, and shall be renewable. An employee of a public body who receives a request for a public record shall promptly forward that request to the freedom of information act coordinator.

(2) A freedom of information act coordinator shall keep a copy of all written requests for public records on file for no less than 1 year.

(3) A public body shall furnish a requesting person a reasonable opportunity for inspection and examination of its public records, and shall furnish reasonable facilities for making memoranda or abstracts from its public records during the usual business hours. A public body may make reasonable rules necessary to protect its public records and to prevent excessive and unreasonable interference with the discharge of its functions. A public body shall protect public records from loss, unauthorized alteration, mutilation, or destruction.

(4) This act does not require a public body to make a compilation, summary, or report of information, except as required in section 11.

(5) This act does not require a public body to create a new public record, except as required in section 11, and to the extent required by this act for the furnishing of copies, or edited copies pursuant to section 14(1), of an already existing public record.

(6) The custodian of a public record shall, upon written request, furnish a requesting person a certified copy of a public record.

15.234 Fee; limitation on total fee; labor costs; establishment of procedures and guidelines; creation of written public summary; detailed itemization; availability of information on website; notification to requester; deposit; failure to respond in timely manner; increased estimated fee deposit; deposit as fee.

Sec. 4. (1) A public body may charge a fee for a public record search, for the necessary copying of a public record for inspection, or for providing a copy of a public record if it has established, makes publicly available, and follows procedures and guidelines to implement this section as described in subsection (4). Subject to subsections (2), (3), (4), (5), and (9), the fee shall be limited to actual mailing costs, and to the actual incremental cost of duplication or publication including labor, the cost of search, examination, review, and the deletion and separation of exempt from nonexempt information as provided in section 14. Except as otherwise provided in this act, if the public body estimates or charges a fee in accordance with this act, the total fee shall not exceed the sum of the following components:

(a) That portion of labor costs directly associated with the necessary searching for, locating, and examining of public records in conjunction with receiving and

fulfilling a granted written request. The public body shall not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in the particular instance regardless of whether that person is available or who actually performs the labor. Labor costs under this subdivision shall be estimated and charged in increments of 15 minutes or more, with all partial time increments rounded down.

(b) That portion of labor costs, including necessary review, if any, directly associated with the separating and deleting of exempt information from nonexempt information as provided in section 14. For services performed by an employee of the public body, the public body shall not charge more than the hourly wage of its lowest-paid employee capable of separating and deleting exempt information from nonexempt information in the particular instance as provided in section 14, regardless of whether that person is available or who actually performs the labor. If a public body does not employ a person capable of separating and deleting exempt information from nonexempt information in the particular instance as provided in section 14 as determined by the public body's FOIA coordinator on a case-by-case basis, it may treat necessary contracted labor costs used for the separating and deleting of exempt information from nonexempt information in the same manner as employee labor costs when calculating charges under this subdivision if it clearly notes the name of the contracted person or firm on the detailed itemization described under subsection (4). Total labor costs calculated under this subdivision for contracted labor costs shall not exceed an amount equal to 6 times the state minimum hourly wage rate determined under section 4 of the workforce opportunity wage act, 2014 PA 138, MCL 408.411 to 408.424. Labor costs under this subdivision shall be estimated and charged in increments of 15 minutes or more, with all partial time increments rounded down. A public body shall not charge for labor directly associated with redaction under section 14 if it knows or has reason to know that it previously redacted the public record in question and the redacted version is still in the public body's possession.

(c) For public records provided to the requester on nonpaper physical media, the actual and most reasonably economical cost of the computer discs, computer tapes, or other digital or similar media. The requester may stipulate that the public records be provided on nonpaper physical media, electronically mailed, or otherwise electronically provided to him or her in lieu of paper copies. This subdivision does not apply if a public body lacks the technological capability necessary to provide records on the particular nonpaper physical media stipulated in the particular instance.

(d) For paper copies of public records provided to the requester, the actual total incremental cost of necessary duplication or publication, not including labor. The cost of paper copies shall be calculated as a total cost per sheet of paper and shall be itemized and noted in a manner that expresses both the cost per sheet and the

fulfilling a granted written request. The public body shall not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in the particular instance regardless of whether that person is available or who actually performs the labor. Labor costs under this subdivision shall be estimated and charged in increments of 15 minutes or more, with all partial time increments rounded down.

(b) That portion of labor costs, including necessary review, if any, directly associated with the separating and deleting of exempt information from nonexempt information as provided in section 14. For services performed by an employee of the public body, the public body shall not charge more than the hourly wage of its lowest-paid employee capable of separating and deleting exempt information from nonexempt information in the particular instance as provided in section 14, regardless of whether that person is available or who actually performs the labor. If a public body does not employ a person capable of separating and deleting exempt information from nonexempt information in the particular instance as provided in section 14 as determined by the public body's FOIA coordinator on a case-by-case basis, it may treat necessary contracted labor costs used for the separating and deleting of exempt information from nonexempt information in the same manner as employee labor costs when calculating charges under this subdivision if it clearly notes the name of the contracted person or firm on the detailed itemization described under subsection (4). Total labor costs calculated under this subdivision for contracted labor costs shall not exceed an amount equal to 6 times the state minimum hourly wage rate determined under section 4 of the workforce opportunity wage act, 2014 PA 138, MCL 408.411 to 408.424. Labor costs under this subdivision shall be estimated and charged in increments of 15 minutes or more, with all partial time increments rounded down. A public body shall not charge for labor directly associated with redaction under section 14 if it knows or has reason to know that it previously redacted the public record in question and the redacted version is still in the public body's possession.

(c) For public records provided to the requester on nonpaper physical media, the actual and most reasonably economical cost of the computer discs, computer tapes, or other digital or similar media. The requester may stipulate that the public records be provided on nonpaper physical media, electronically mailed, or otherwise electronically provided to him or her in lieu of paper copies. This subdivision does not apply if a public body lacks the technological capability necessary to provide records on the particular nonpaper physical media stipulated in the particular instance.

(d) For paper copies of public records provided to the requester, the actual total incremental cost of necessary duplication or publication, not including labor. The cost of paper copies shall be calculated as a total cost per sheet of paper and shall be itemized and noted in a manner that expresses both the cost per sheet and the

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number of sheets provided. The fee shall not exceed 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. A public body shall utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

(e) The cost of labor directly associated with duplication or publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requester on nonpaper physical media or through the internet or other electronic means as stipulated by the requester. The public body shall not charge more than the hourly wage of its lowest-paid employee capable of necessary duplication or publication in the particular instance, regardless of whether that person is available or who actually performs the labor. Labor costs under this subdivision may be estimated and charged in time increments of the public body's choosing; however, all partial time increments shall be rounded down.

(f) The actual cost of mailing, if any, for sending the public records in a reasonably economical and justifiable manner. The public body shall not charge more for expedited shipping or insurance unless specifically stipulated by the requester, but may otherwise charge for the least expensive form of postal delivery confirmation when mailing public records.

(2) When calculating labor costs under subsection (1)(a), (b), or (e), fee components shall be itemized in a manner that expresses both the hourly wage and the number of hours charged. The public body may also add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits if it clearly notes the percentage multiplier used to account for benefits in the detailed itemization described in subsection (4). Subject to the 50% limitation, the public body shall not charge more than the actual cost of fringe benefits, and overtime wages shall not be used in calculating the cost of fringe benefits. Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requester and clearly noted on the detailed itemization described in subsection (4). A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the public body determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public. A public record search shall be made and a copy of a public record shall be furnished without charge for the first \$20.00 of the fee for each request by either of the following:

(a) An individual who is entitled to information under this act and who submits an affidavit stating that the individual is indigent and receiving specific public assistance or, if not receiving public assistance, stating facts showing inability to pay the cost because of indigency. If the requester is eligible for a requested

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POLITICAL ACTIVITIES BY PUBLIC EMPLOYEES
Act 169 of 1976

AN ACT to regulate certain political activities by certain public employees; to prescribe the powers and duties of certain state agencies; and to provide penalties.

History: 1976, Act 169, Imd. Eff. June 25, 1976;—Am. 1979, Act 15, Imd. Eff. May 24, 1979.

The People of the State of Michigan enact:

15.401 "Public employee" defined.

Sec. 1. As used in this act, "public employee" means an employee of the state classified civil service, or an employee of a political subdivision of the state who is not an elected official.

History: 1976, Act 169, Imd. Eff. June 25, 1976.

Constitutionality: In *Council No 11, AFSCME v Civil Service Commission*, 408 Mich 385; 292 NW2d 442 (1980), the Michigan Supreme Court held that 1976 PA 169 offends no provision of the Michigan constitution.

15.402 Employee of state classified civil service; permissible political activities; leave of absence.

Sec. 2. An employee of the state classified civil service may:

(a) Become a member of a political party committee formed or authorized under the election laws of this state.

(b) Be a delegate to a state convention, or a district or county convention held by a political party in this state.

(c) Become a candidate for nomination and election to any district, county, city, village, township, school district, or other local elective office without first obtaining a leave of absence from his employment. If the person becomes a candidate for elective office in the executive or legislative branches of the state or for the supreme court or court of appeals, the person shall request and shall be granted a leave of absence without pay when he complies with the candidacy filing requirements, or 60 days before any election relating to that position, whichever date is closer to the election.

(d) Engage in other political activities on behalf of a candidate or issue in connection with partisan or nonpartisan elections.

History: 1976, Act 169, Imd. Eff. June 25, 1976.

15.403 Employee of political subdivision of state; permissible political activities; resignation; leave of absence.

Sec. 3. (1) An employee of a political subdivision of the state may:

(a) Become a member of a political party committee formed or authorized under the election laws of this state.

(b) Be a delegate to a state convention, or a district or county convention held by a political party in this state.

(c) Become a candidate for nomination and election to any state elective office, or any district, county, city, village, township, school district, or other local elective office without first obtaining a leave of absence from his employment. If the person becomes a candidate for elective office within the unit of government or school district in which he is employed, unless contrary to a collective bargaining agreement the employer may require the person to request and take a leave of absence without pay when he complies with the candidacy filing requirements, or 60 days before any election relating to that position, whichever date is closer to the election.

(d) Engage in other political activities on behalf of a candidate or issue in connection with partisan or nonpartisan elections.

(2) However, a public employee of a unit of local government or school district who is elected to an office within that unit of local government or school district shall resign or may be granted a leave of absence from his employment during his elected term.

History: 1976, Act 169, Imd. Eff. June 25, 1976.

15.404 Active engagement in permissible activities; certain hours prohibited.

Sec. 4. The activities permitted by sections 2 and 3 shall not be actively engaged in by a public employee during those hours when that person is being compensated for the performance of that person's duties as a public employee.

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FREEDOM OF INFORMATION REQUEST FORM

DATE OF REQUEST: October 18, 2018

INFORMATION REQUESTED: Describe information requested in detail or give the name of document if known.

To and From conversations, via email,
including deleted messages, between Karen Lovejoy Røe
(Clerk) and Karen Wallin (HR) and Karen Lovejoy Røe
and Brenda Stumbo regarding language discussing
• Temporary Employees and howes worked between Oct. 1st
to current date. 2018

REQUESTED BY: Myla Harris

ADDRESS: Acctg Dept -
Pick UP

TELEPHONE NO.: 734 484-3702

FOR OFFICE USE ONLY

DATE RECEIVED: _____ REQUEST VERIFIED: YES NO

REQUEST MADE BY: Phone Mail Fax In Person Other

RECEIVED BY: _____ DEPARTMENT: _____

PREPARED BY: _____ FEB: _____

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
Stan Eldridge
Heather Jarrell Roe
Monica Ross-Williams
Jimmie Wilson, Jr.



Clerk's Office

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

Charter Township of Ypsilanti

October 24, 2018

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Myla Harris
Ypsilanti Township
Accounting Department

RE: FOIA Request

Dear Ms. Harris:

The estimated cost for this FOIA is \$240.32. A payment of \$120.16 which is 50% of the total is due before we can proceed with this request. Please send a check or money order to: Charter Township of Ypsilanti, Attn. Clerks' Office, 7200 S. Huron River Drive, Ypsilanti, MI 48197.

If you have questions, please contact my office.

Sincerely,

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

cc: Lisa Stanfield, Deputy Clerk
File

jr



Travis McDugald
Pay rate \$57.20
45 minutes = \$42.90

Karen Wallin
Pay rate \$49.44
1 hour and 45 minutes = \$86.52

Karen Lovejoy Roe
Pay rate \$61.47
45 minutes = \$46.10

Brenda Stumbo
Pay rate \$52.82
15 minutes = \$13.20

Copies
Approximately 516 * \$.10 = \$51.60

Total labor \$188.72
Copes \$51.60

Total estimate \$240.32

Zimbra**mharris@ytown.org****Re: foia**

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From : Lisa Stanfield
<lstanfield@ytown.org>

Fri, Nov 02, 2018 05:22 PM

Subject : Re: foia

To : Myla Harris <mharris@ytown.org>

Cc : Janis Riley <jriley@ytown.org>, Karen Lovejoy Roe <klovejoyroe@ytown.org>, Brenda Stumbo <bstumbo@ytown.org>, Karen Wallin <kwallin@ytown.org>

Hi Myla,

Below are updated costs for your FOIA request.

Travis McDugald

Travis reported his part took ten minutes. We only charge in fifteen minute increments so that is rounded down to \$0 charge.

\$0 charge

Karen Wallin

Pay rate \$49.44

\$61.80 charge

Karen reported one hour of labor to sort through her email and seventeen minutes to sort through the deleted emails that Travis restored. So the labor charge for the request is \$61.80.

Three hundred copies have been estimated, two hundred are certain.

Brenda Stumbo

Pay rate \$52.82

\$13.20 charge

Brenda reported her time to search her emails was fifteen minutes.

Sixteen copies were reported.

Karen Lovejoy Roe

Pay rate \$61.47

\$46.10 charge

Based on the time it took Karen Wallin and Brenda to search their emails, forty five minutes has been estimated for this.

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Two hundred copies have been estimated.

Estimated total labor - \$121.10

Estimated copies - \$51.60

Total estimate for FOIA - \$172.70

Required deposit 50% - \$86.35

Please note, all labor for Travis, Karen Wallin and Brenda has been completed. These are not estimated costs.

Information on the appeal of costs can be found in the Procedures and Guidelines located on our website. A link is below. The Township does not use an appeal form. Any appeal may be submitted in writing.

<https://ytown.org/freedom-of-information-act-form>

Any other questions, please let me know.

Thanks,
Lisa

Lisa Stanfield
Deputy Clerk
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197
(734) 484-4700



Step 1 Verbal
Step 2 attached written (paperwork)

AFSCME LOCAL 3451
STEP I

OFFICIAL GRIEVANCE FORM

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NAME OF EMPLOYEE Myla Harris DEPARTMENT Acctg
CLASSIFICATION Acctg Clerk
WORK LOCATION 2nd Floor IMMEDIATE SUPERVISOR Javanna Neal
TITLE _____

STATEMENT OF GRIEVANCE: Township

List applicable violation: Clerk-violation of Article 35
- SEE Attached -
and work rule = nepotism, personal
relationship in the workplace

Adjustment required: Compensate all affected AFSCME
employees for lost wage and be made
whole

I authorize the A.F.S.C.M.E. Local 3451 as my representative to act for me in the disposition of this grievance

Date 10-5-18 Signature of Employee Myla Harris
Signature of Union Representative Shauna Wadell Title botg Floater Clerk
11/1/11

Date Presented to Management Representative 10-5-18 10-9-18

Signature Ken Step 1 - Verbal 10/9/18 Title _____

Disposition of Grievance: unim file. step 2 - also on 10/9/18 paper work
See back

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

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GRIEVANCE #CK-1-2018
Step 3 Settlement

It is hereby agreed between the Charter Township of Ypsilanti and AFSCME Local 3451, following a Step 3 meeting held on October 25, 2018, that Grievance #CK-1-2018 filed by Myla Harris stating:

“Township Clerk – violation of Article 35 – Temporary Employees and work rule – “Nepotism, Personal Relationship in the Workplace”, be resolved as follows:

- Township Management acknowledges the action taken by Clerk Roe on October 2, 2018, bringing Sarah Roe into the Clerk’s Office at approximately 7:30 a.m. to assist with Ballot preparation was a violation of Article 35 – Temporary Employees, and that AFSCME employees should have been offered the overtime.
- Township Management has reviewed with Clerk Roe the proper protocol when hiring temporary employees; including the proper use of poll workers vs temporary employees, as well as reviewed the Township’s Nepotism, Personal Relationship in the Workplace policy.
- That as a settlement to Grievance #CK-1-2018 AFSCME employees Ruby Walker and Janis Riley shall be paid one (1) hour of O.T. for O.T. not offered to them on 10/2/2018.
- That this settlement is to be without prejudice or precedent as to any other situation or future grievance.

CHARTER TOWNSHIP OF YPSILANTI AFSCME LOCAL 3451,

By: Karen Wallin
Karen Wallin, HR Representative

By: Ron Whittenberg
Ron Whittenberg, Chief Steward

By: Shawna Waibel
Shawna Waibel, Committee

CHARTER TOWNSHIP OF YPSILANTI
2019 Board and Commissions Appointments and Re-Appointments

Resolution No. 2018-33

REAPPOINTMENTS

<u>Board of Review</u>		<u>Expiration Date</u>
Craven, Brenda	2 Years	12/31/2020
Lathion, Marsha	2 Years	12/31/2020
Stevenson, Morley	2 Years	12/31/2020
<u>Construction Board of Appeals</u>		<u>Expiration Date</u>
Cook, Roger	2 Years	12/31/2020
Foley, Jesse	2 Years	12/31/2020
McComb, Alan	2 Years	12/31/2020
<u>Weed Commissioner</u>		<u>Expiration Date</u>
Elling, Bill	2 Years	12/31/2020
<u>Ypsilanti Community Utilities Authority (YCUA)</u>		<u>Expiration Date</u>
Jason, Keith	3 Years	12/31/2021

APPOINTMENTS

<u>Zoning Board of Appeals</u>		<u>Expiration Date</u>
El-Assadi, Rebecca	3 Years	12/31/2021
(move from alternate to permanent position)		

Charter Township of Ypsilanti

RESOLUTION 2018-40

Participation in the Redevelopment Ready Communities (RRC) Program

Whereas, the Michigan Economic Development Corporation (MEDC) has established the statewide Redevelopment Ready Communities (RRC) Program to empower communities to shape their future and maximize economic potential; and

Whereas, the RRC Program provides technical assistance to and certifies Michigan communities who actively engage stakeholders and plan deliberate, fair, and consistent processes; and

Whereas, the Charter Township of Ypsilanti recognizes the value of the RRC Program and seeks to improve its redevelopment readiness via a detailed review of existing development processes; and

Whereas, the Charter Township of Ypsilanti wishes to join the RRC Program as a means to assess our own internal processes with the eye toward making the most out of future development opportunities.

Now Therefore, Be it resolved, that the Charter Township of Ypsilanti supports the RRC Program's Staff self-evaluation process and MEDC's feedback on how the Township's procedures can be improved to attract and retained businesses.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Charlotte Wilson, Planning and Development Coordinator
Re: **Request to participate in the Redevelopment Ready Communities (RRC) Program.**
Copy: McLain & Winters, Township Attorneys
Date: November 27th, 2018

To be vibrant and competitive, Michigan communities must be ready for development. This involves planning for new investment and reinvestment, identifying assets and opportunities, and focusing limited resources. Certified Redevelopment Ready Communities attract and retain businesses, offer superior customer service and have a streamlined development approval process making pertinent information available around-the clock for anyone to view.

The Redevelopment Communities (RRC) process consists of three steps: Engagement, Evaluation and Certification.

Engagement:

- Attend Best Practices Trainings: A community must complete training on all 6 best practices. We offer in-person, 2-day trainings across the state: Day 1 includes practices 1/2/3 and Day 2 covers 4/5/6. **I completed the training on August 7th, 2018 and September 14th, 2018.**
- Complete a Self-Evaluation: Using the information from best practices training, a community must complete a self-evaluation. This is a tool used to assess how a community's current planning, zoning and development documents, policies and procedures measure up to RRC Best Practices. This must be done prior to receiving a formal evaluation by a RRC planner. Communities are not required or expected to have all of the best practices criteria met at the time of initial engagement. **Sara Jo Shipley and I completed the evaluation on November 19th, 2018.**
- Pass a Resolution of Intent: The community's governing body must pass a resolution of intent outlining the value the community sees in engaging in the process. **On the agenda for the December 4th, 2018 Township Board meeting for consideration.**

Evaluation:

After formal engagement, communities will be placed in the RRC pipeline. While awaiting formal evaluation, communities should begin to update the plans, policies and procedures identified in their self-evaluation that do not meet best practices criteria. The formal evaluation process is

CHARTER TOWNSHIP OF YPSILANTI

conducted by the RRC team through stakeholder interviews, meeting observations and data analysis.

Certification:

To become a certified Redevelopment Ready Community, your community must demonstrate that all RRC Best Practices criteria are being met. The RRC certification is a formal recognition that a community has a vision for the future and the fundamental practices in place to get there. Once certified, communities have access to additional technical assistance and opportunities to showcase their community to potential developers. A community is expected to be making progress toward certification on a regular basis in order to remain in good standing, but ultimately a community can work toward certification at its own pace.

More information can be found at the Redevelopment Ready Communities (RRC) website: <https://www.miplace.org/communities/rrc/>.

I respectfully request that you place this information packet and recommendation for approval on the December 4th, 2018 Board of Trustees meeting agenda for its consideration. Please contact me with questions or concerns.

**CHARTER TOWNSHIP OF YPSILANTI
2018 BUDGET AMENDMENT #17**

December 4, 2018

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$6,545.00

Request to increase the capital outlay account for the Tyler Dam project by \$6,545. This was the difference in the final invoice YCUA, the lead contract administrator, is excepted to send. This project was completed in 2017, however there was some credits for materials and debits for delay in working environment that still needed to be calculated. The latest estimate given to us by YCUA and will make the total project through YCUA \$320,016.30. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$6,545.00
		Net Revenues	<u><u>\$6,545.00</u></u>
Expenditures:	Capital Outlay - Tyler Dam Project	101-970-000-971.100	\$6,545.00
		Net Expenditures	<u><u>\$6,545.00</u></u>

893 - NUSIANCE ABATEMENT FUND

Total Increase \$3,000.00

Request to increase the noxious weed enforcement cost which was higher than anticipated. This will be fund by an increase to the related revenue for service charges to property owners and used to reimburse the Township for the remediation of the noxious weeds, which has a positive balance.

Revenues:	Charge Services - Weeds	893-000-000-626.636	\$3,000.00
		Net Revenues	<u><u>\$3,000.00</u></u>
Expenditures:	Noxious Weed Enforcement Costs	893-893-000-806.003	\$3,000.00
		Net Expenditures	<u><u>\$3,000.00</u></u>

Motion to Amend the 2018 Budget (#17):

Move to increase the General Fund budget by \$6,545 to \$10,970,812 and approve the department line item changes as outlined.

Move to increase the Nuisance Abatement Fund budget by \$3,000 to \$31,100 and approve the department line item changes as outlined.

OTHER BUSINESS
