Supervisor Stumbo called the meeting to order at approximately 7:05 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer. Supervisor Stumbo asked that they remember Ron Fulton who retired from the Township and passed away on Thanksgiving Day.

Members Present: Supervisor Stumbo, Clerk Lovejoy Roe, Treasurer Doe

Trustees: Stan Eldridge, Heather Jarrell Roe Jimmie Wilson, Jr., and Monica Ross-Williams

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township Resident is opposed to having a sidewalk ordinance and with the non-motorized pathways she wondered who would be responsible for maintaining them. She said people cross where there aren't crosswalks and it's hard to see them when you are driving. She said she would like them to get ticketed. She said she would like to thank the board for what they are doing.

Supervisor Stumbo read a Proclamation for Nancy Wyrybkowski for 23 years of service to Ypsilanti Township (see attached).

Nancy Wyrybkowski thanked the board, past and present. She said she was humbled to have been able to work at a place that she loved.

CONSENT AGENDA

- A. MINUTES OF THE NOVEMBER 19, 2019 WORK SESSION, CLOSED SESSION, AND REGULAR MEETING
- **B. STATEMENTS AND CHECKS**
 - 1. STATEMENTS AND CHECKS FOR DECEMBER 3, 2019 IN THE AMOUNT OF \$390,913.05

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

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated at the next meeting he would have on the Agenda in complete and final form the PD Amendment for Banks Supplies, Inc., a business that was relocating from Belleville into the former Burning Bush Sanctuary. He said the Attorney for Banks Supplies was working to get all the necessary documentation. He said we would end this year with a new business relocating to Ypsilanti Township.

Attorney Winters stated at the next meeting he would hope to have on the agenda the necessary first step regarding YMCA, a preliminary resolution that would confirm the Township Boards' intent to convey 24.95 acres to YMCA. He said this was contingent upon a number of documents being prepared and coming back to the Board including a memorandum of understanding that would set forth the operational aspects. He said the resolution of intent would allow the YMCA to begin their fundraising and their partners would be able to designate funds to this project.

Attorney Winters stated there may be a problem with the property at 397 Elder St. He said this property was purchased by Habitat. He said the gentlemen that previously owned the property owns the property at 399 Elder which is behind 397 Elder St. Attorney Winters stated that he has been dumping materials onto the property and storing items in the house at 397 Elder St. He said there have been threats made by the former owner, Mr. Dabney, and he said he thinks this should be handled in Circuit Court. Attorney Winters stated that Bill Elling, Ordinance Officer had went into the house at 397 Elder St. and taken photos of the debris that was dumped in the house by Mr. Dabney. He said it was creating a problem in the neighborhood. He said the property was cleaned up a few years ago when the township transferred it to Habitat and now it needs to be cleaned up again.

Mike Radzik, OCS Director stated that he agrees with Attorney Winters regarding 397 Elder St. He said if it was the boards' pleasure he would like the board to consider adding 399 Elder St. to the nuisance abatement agenda item tonight. He said we spent thousands of dollars a couple years ago with eviction and clean up on this property. He said the potential for violence must be taken seriously. He said the abatement would be for 399 Elder St. because that was the vacant lot behind 397 Elder, which was owned by Mr. Dabney.

OLD BUSINESS

1. RESOLUTION 2019-46, 2020 FISCAL YEAR BUDGET (PUBLIC HEARING HELD AT THE NOVEMBER 19,2019 REGULAR MEETING)

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Resolution 2019-46, 2020 Fiscal Year Budget (Public Hearing Held at the November 19, 2019 Regular Meeting) (see attached).

Supervisor Stumbo thanked Tammie Keen, Javonna Neel, Karen Wallin and all the Department Directors that submitted their budgets. She said it was a good day moving into 2020 and they would continue to monitor expenditures and do everything the residents expect us to do. She said this was a very good, sound, fiscally conservative budget.

The motion carried unanimously.

NEW BUSINESS

1. REQUEST FOR APPROVAL OF A GRANT FROM THE STATE COURT ADMINISTRATIVE OFFICE MICHIGAN DRUG COURT GRANT PROGRAM FOR 2020 IN THE AMOUNT OF \$146,000.00 FOR THE 14B COURT'S DRUG COURT DOCKET

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request to Approve the Grant from the State Court Administrative Office Michigan Drug Court Grant Program for 2020 in the Amount of \$146,000.00 for the 14B Court's Drug Court Docket.

The motion carried unanimously.

2. REQUEST FOR AUTHORIZATION TO SEEK LEGAL ACTION TO ABATE PUBLIC NUISANCE DRUG HOUSES BY PADLOCKING LOCATED AT 850 GATES AVE. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023 AND PER THE BOARDS' DIRECTION ADD 399 ELDER ST. FOR CIRCUIT COURT ACTION

A motion was made by Trustee Ross-Williams, supported by Trustee Wilson to Approve the Request for Authorization to Seek Legal Action to Abate Public Nuisance Drug Houses by Padlocking Located at 850 Gates Ave. in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023 and Per the Boards' DIRECTION Add 399 Elder St. for Circuit Court Action.

The motion carried unanimously.

3. REQUEST TO APPROVE AGREEMENT WITH TEESNAP FOR WEBSITE SERVICES AND POINT OF SALE SOFTWARE AT GREEN OAKS GOLF COURSE

A motion was made by Clerk Lovejoy Roe, supported by Trustee Doe to Approve Agreement with Teesnap for Website Services and Point of Sale Software at Green Oaks Golf Course Health Insurance Contribution Act (see attached).

4. REQUEST TO APPROVE AMENDMENT TO THE AGREEMENT FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE BETWEEN WASHTENAW COUNTY AND YPSILANTI TOWNSHIP FOR IMPROVEMENTS TO FOLEY AVE. TO EXTEND THE CONTRACT TERM TO JUNE 30, 2019

A motion was made by Trustee Jarrell Roe, supported by Treasurer Doe to Approve Amendment to the Agreement for Subaward of Federal Financial Assistance Between Washtenaw County and Ypsilanti Township for Improvements to Foley Ave. to Extend the Contract Term to June 30, 2019 (see attached).

The motion carried unanimously.

5. RESOLUTION 2019-47, SUPERVISOR'S SALARY

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-47, Supervisor's Salary (see attached).

The motion carried unanimously.

6. RESOLUTION 2019-48, CLERK'S SALARY

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-48, Clerk's Salary (see attached).

The motion carried unanimously.

7. RESOLUTION 2019-49, TREASURER'S SALARY

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Resolution 2019-49, Treasurer's Salary (see attached).

The motion carried unanimously.

8. RESOLUTION 2019-50, TRUSTEE'S SALARY

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-50, Trustee's Salary (see attached).

Supervisor Stumbo stated this was the first time they have increased the Trustees' salary since 2008. She said she asked to include the Trustees' salary in the compensation review. She said in the past Ypsilanti Township paid the highest in the State but other municipalities are raising the salaries and she would like to revisit this and adjust if necessary.

9. RESOLUTION 2019-54, DESIGNATION OF DEPOSITORIES

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-54, Designation of Depositories (see attached).

Clerk Lovejoy Roe added Washtenaw Federal Credit Union to the Resolution and motion per the request of Treasurer Doe. The Board agreed to this addition.

The motion carried unanimously.

10. RESOLUTION 2019-55, 2020 BOARD MEETING DATES

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Resolution 2019-55, Board Meeting Dates (see attached).

Supervisor Stumbo stated that the township pre-approves statements and checks. She said everyone should plan on having two meetings in June, July, August and September, even though they are not on the regularly scheduled board meeting list.

The motion carried unanimously.

11. RESOLUTION 2019-56, ROBERT'S RULES OF ORDER

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-56, Robert's Rules of Order (see attached).

The motion carried unanimously.

12. RESOLUTION 2019-57, DESIGNATION OF NEWSPAPER OF CIRCULATION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Resolution 2019-57, Designation of Newspaper of Circulation (see attached).

The motion carried unanimously.

13. BUDGET AMENDMENT #19

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Budget Amendment #19 (see attached).

OTHER BUSINESS

Supervisor Stumbo stated the totes were delivered to West Willow today.

A motion was made by Trustee Wilson, supported by Trustee Ross-Williams to Adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 7:46PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti

Resolution No. 2019-46

Charter Township of Ypsilanti 2020 Fiscal Year Budget

WHEREAS the Township Supervisor has prepared and submitted to the Township Board the proposed budgets for calendar year 2020; and

WHEREAS the Township Board has advertised the tentative millage rates in the Washtenaw Legal News and held the public hearing on November 19, 2019 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 2020 Fiscal Year Budget by cost center, as follows:

Expenditures:

General Fund - Fund 101

101	Township Board		\$	169,126
137	Due Process			447,140
171	Supervisor			298,942
201	Accounting			341,476
202 209	Independent Auditing Assessing			34,500 437,399
210	Legal Services			265,000
215	Clerk			730,997
227	Human Resources			412,647
247	Board of Review			3,083
253	Treasurer			448,626
265	Building Operations			674,023
266	Computer Support			788,114
267 371	General Services Community Development			180,400 294,792
400	Planning Commission			10,110
410	Zoning Board of Appeals			4,874
446	Highways and Streets			343,994
728	Economic Development			124,394
762	RSD Administration			-
774	RSD Park and Grounds			765,776
780 851	RSD Storm Water Management			28,000
950	Fringes and Insurance Community Stabilization			10,200 1,055,000
956	Other Functions			944,221
970	Capital Outlay			60,000
999	Other Financing Uses			402,000
•	Total General Fund Expenditure by Department:		\$	9,274,834
Fine Demant	mant. Fund 000			
206	ment - Fund 206 Fire Department		\$	3,995,047
220	Civil Service Commission		φ	17,165
852	Pension and Insurance			1,820,693
970	Capital Outlay			603,074
975	Federal Grant Department			-
•	Total Fire Department Fund by Department	Total:	_\$	6,435,979
Parks Com	mission - Fund 208	Total:	\$	8,822
Parks Com	mission - Fund 208	Total:	\$	8,822
	Sidewalk, Recreation, Roads, Operations - Fund			8,822
Bike Path, 212	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations		\$ \$	813,113
Bike Path, 212 970	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay			813,113 410,000
Bike Path, 212 970 991	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service	212	\$	813,113 410,000 654,500
Bike Path, 212 970 991	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay			813,113 410,000
Bike Path, 212 970 991	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service	212	\$	813,113 410,000 654,500
Bike Path, 212 970 991 Environme	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department ntal Services - Fund 226	212 Total: Total:	\$	813,113 410,000 654,500 1,877,613 2,950,521
Bike Path, 212 970 991 Environme	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department	212 Total:	\$	813,113 410,000 654,500 1,877,613
Bike Path, 212 970 991 Environme	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department ntal Services - Fund 226 - Fund 230	212 Total: Total:	\$	813,113 410,000 654,500 1,877,613 2,950,521
Bike Path, 212 970 991 Environme	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department ntal Services - Fund 226 - Fund 230	Total: Total: Total:	\$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199
Bike Path, 212 970 991 Environme Recreation 14B Court	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department ntal Services - Fund 226 - Fund 230	Total: Total: Total:	\$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199
Bike Path, 212 970 991 Environme Recreation 14B Court Housing &	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department ntal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248	Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318
Bike Path, 212 970 991 Environme Recreation 14B Court Housing &	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236	Total: Total: Total: Total: Total:	\$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199
Bike Path, 212 970 991 Environme Recreation 14B Court Housing &	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department ntal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248	Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department ntal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248	Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249	Total: Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249	Total: Total: Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318 - 884,699
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249	Total: Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249	Total: Total: Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318 - 884,699
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De Local Deve	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249	Total: Total: Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318 - 884,699
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building Do Local Deve	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249 Illopment Finance Authority - Fund 250 Ion - Fund 252	Total: Total: Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318 - 884,699
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De Local Deve	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249 Hopment Finance Authority - Fund 250 Ion - Fund 252 Ement - Fund 266 Sheriff Services Ordinance	Total: Total: Total: Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318 - 884,699 129,164 430,435
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De Local Deve	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249 Illopment Finance Authority - Fund 250 Ion - Fund 252 Ement - Fund 266 Sheriff Services	Total: Total: Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318 - 884,699 129,164 430,435
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De Local Deve	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249 Hopment Finance Authority - Fund 250 Ion - Fund 252 Ement - Fund 266 Sheriff Services Ordinance	Total: Total: Total: Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318 - 884,699 129,164 430,435
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De Local Deve	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249 Hopment Finance Authority - Fund 250 Ion - Fund 252 Ement - Fund 266 Sheriff Services Ordinance	Total: Total: Total: Total: Total: Total: Total: Total: Total:	\$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318 - 884,699 129,164 430,435 7,215,114 802,906 8,018,020
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De Local Deve	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249 elopment Finance Authority - Fund 250 ion - Fund 252 ement - Fund 266 Sheriff Services Ordinance Total Law Enforcement Fund by Department	Total:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318 - 884,699 129,164 430,435
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De Local Deve Hydro Stati Law Enforc 301 304 Debt 2006 i	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249 elopment Finance Authority - Fund 250 ion - Fund 252 ement - Fund 266 Sheriff Services Ordinance Total Law Enforcement Fund by Department Bond - Fund 398	Total:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318 - 884,699 129,164 430,435 7,215,114 802,906 8,018,020
Bike Path, 212 970 991 Environme Recreation 14B Court Housing & Building De Local Deve Hydro Stati Law Enforc 301 304 Debt 2006 i	Sidewalk, Recreation, Roads, Operations - Fund BSRII-Operations Capital Outlay Debt Service Total BSR II Fund by Department Intal Services - Fund 226 - Fund 230 - Fund 236 Business Inspection - Fund 248 epartment - Fund 249 elopment Finance Authority - Fund 250 ion - Fund 252 ement - Fund 266 Sheriff Services Ordinance Total Law Enforcement Fund by Department	Total:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	813,113 410,000 654,500 1,877,613 2,950,521 775,199 1,776,318 - 884,699 129,164 430,435 7,215,114 802,906 8,018,020

Compost - Fund 590	Total:	\$ 944,419
Motor Pool - Fund 595	Total:	\$ 248,553
Nuisance Abatement - Fund 893	Total:	\$ 28,097
	Grand Total:	\$ 34,785,577

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

Revenues:

	Revenues		\$	9,054,345
	Transfer-in			181,865
	Appropriation of prior year fund balance			50,650
General Fu	nd - 101	Total:	\$	9,286,860
	Revenues		\$	6,521,582
	Transfer-in		φ	0,321,362
	Appropriation of prior year fund balance			_
Fire Depart	ment Fund - 206	Total:	\$	6,521,582
	Revenues		\$	6,300
	Transfer-in			-
	Appropriation of prior year fund balance			2,522
Parks Com	mission Fund - 208	Total:	\$	8,822
	Davisson		Φ.	4 500 000
	Revenues Transfer-in		\$	1,530,092 321,000
	Appropriation of prior year fund balance			26,521
Rike Path	Sidewalk, Recreation, Roads, Operations - 212	Total:	\$	1,877,613
Dino i atii,	sidowani, reoreation, reduce, operations 212	. Otal.		1,011,010
	Revenues		\$	2,817,222
	Transfer-in		*	-,,
	Appropriation of prior year fund balance			133,299
Environme	ntal Services Fund - 226	Total:	\$	2,950,521
	Revenues		\$	306,680
	Transfer-in			468,519
	Appropriation of prior year fund balance			
Recreation	Fund - 230	Total:	\$	775,199
	Revenues		\$	1,668,724
	Transfer-in		φ	1,000,724
	Appropriation of prior year fund balance			107,594
14B Court -		Total:	\$	1,776,318
				.,,
	Revenues		\$	-
	Transfer-in			-
	Appropriation of prior year fund balance			
Building Re	ental Inspection Fund - 248	Total:	\$	
	Revenues		c	001 500
	Transfer-in		\$	901,500
	Appropriation of prior year fund balance			-
Building De	epartment Fund - 249	Total:	\$	901,500
	, partition 1 and 2 10	. • • • • • • • • • • • • • • • • • • •		551,555
	Revenues		\$	121,964
	Transfer-in			-
	Appropriation of prior year fund balance			7,500
Local Deve	lopment Finance Authority Fund - 250	Total:	\$	129,464
	Revenues		\$	402 500
	Transfer-in		Ф	402,500 81,000
				01,000
Hvdro Stati				-
	Appropriation of prior year fund balance	Total:	\$	483,500
-		Total:	\$	483,500
-	Appropriation of prior year fund balance	Total:	\$	
	Appropriation of prior year fund balance	Total:	\$	
	Appropriation of prior year fund balance on Fund - 252 Revenues Transfer-in	Total:		483,500
	Appropriation of prior year fund balance on Fund - 252 Revenues Transfer-in Appropriation of prior year fund balance		\$	483,500 8,118,506 - -
Law Enforc	Appropriation of prior year fund balance on Fund - 252 Revenues Transfer-in	Total:		483,500
Law Enforce	Appropriation of prior year fund balance on Fund - 252 Revenues Transfer-in Appropriation of prior year fund balance ement Fund- 266		\$	483,500 8,118,506 - -
Law Enforc	Appropriation of prior year fund balance on Fund - 252 Revenues Transfer-in Appropriation of prior year fund balance ement Fund- 266 Revenues		\$	8,118,506 - - 8,118,506
Law Enforc	Appropriation of prior year fund balance on Fund - 252 Revenues Transfer-in Appropriation of prior year fund balance ement Fund- 266 Revenues Transfer-in		\$	8,118,506 - - 8,118,506 - 129,914
	Appropriation of prior year fund balance on Fund - 252 Revenues Transfer-in Appropriation of prior year fund balance ement Fund- 266 Revenues		\$	8,118,506 - - 8,118,506

Revenues		\$	535,850
Transfer-in			232,094
Appropriation of prior year fund balance			-
Golf Course Fund - 584	Total:	\$	767,944
Revenues		\$	570,789
Transfer-in			-
Appropriation of prior year fund balance			373,630
Compost Site Fund - 590	Total:	\$	944,419
Revenues		\$	266,497
Transfer-in			-
Appropriation of prior year fund balance			-
Motorpool Fund - 595	Total:	\$	266,497
Revenues		\$	28,500
Transfer-in		*	
Appropriation of prior year fund balance			-
Nuisance Abatement Fund - 893	Total:	\$	28,500
	Grand Tot	al: <u>\$</u>	35,072,205

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:

Operating	Rate	Revenue	
General	1.0064	\$	1,389,179 *
Fire Department	3.0649	\$	4,230,620 *
Fire Capital	0.4949	\$	683,133 *
Solid Waste	2.1135	\$	2,917,360 *
Law Enforcement	5.8356	\$	8,055,143 *
Bike Path, Sidewalk, Recreation, Roads, Operation	0.9865	\$	1,361,711 *
Operating Total:	13.5018	\$	18,637,146
<u>Debt</u>			
Fire Pension	1.3300	\$	1,835,859 *
Debt Total:	1.3300	\$	1,835,859
Grand Total:	14.8318	\$	20,473,004 *

^{*} Amount calculated using taxable value minus Renaissance Zone. This figure does not include any adjustments.

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.

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. 2019-46 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019. Karen Savejoy Rop

11/05/2019	11/22/2019			
Today's Date	Quote Expires			
COURSE INFORMATION	N			
Michael Hoffmeister				
Course Representative				
 Legal Business Name				
Green Oaks Golf Course				
Name of Course				
Name of Course				
1775 E Clark Rd				
Street Address				
Ypsilanti		MI	48198	
City		State	Zip Code	
COURSE TYPE (Choose of	one) NUM	MBER OF HOLES		
O Private Public	0			
O _{Semi-Private} O _{F&B C}	Only 1	O Other		

	Last edited 10.15.2019						
	CORE PACKAGE	LICENSES	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
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1800.00 1800.00 0 0 0 0 0 0 0 0	Each License covers up to 6 users						
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MARKETING SERVICES INCLUDED MSRP DISCOUNT TAX % TAX TOTAL Managed Accounting Services Feesnap Social + Managed Marketing Lite Managed Marketing Pro Managed Marketing Thrive Feesnap Messenger Marketing PROFESSIONAL SERVICES TOTAL TOTAL MSRP PROFESSIONAL SERVICES TOTAL TOTAL MSRP 13,300.00 Thermal Cloud Printer - TSP654111 TOTAL DISCOUNT TOTAL DISCOUNT TOTAL DISCOUNT TOTAL DISCOUNT 13,300.00 Thermal Bluetooth Printer - TSP6541IBI-24 Cash Drawer - 13"x13" TAXES DE O.00	In Person Training, Installation, and Ongoing Support	✓	1500.00	1500.00	0	0	0.00
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PROFESSIONAL SERVICES TOTAL 0.00	Managed Marketing Pro						
PROFESSIONAL SERVICES TOTAL 0.00	Managed Marketing Thrive						
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0.00	Thermal Bluetooth Printer - TSP654IIBI-24					SUBTOTAL	0.00
Cash Drawer - 16"x16" TOTAL ANNUAL PRICE DUE 0.00	Cash Drawer - 13"x13"					TAXES DUE	0.00
	Cash Drawer - 16"x16"				TOTAL AN	INUAL PRICE DUE	0.00

PAYMENT & PRICING (Please choose one)

MONTHLY PAYMENT

You agree to pay Teesnap monthly installments of \$ for months, starting on

These payments will now be made by ACH electronic funds transfer, or by a monthly charge to Customer's credit card to be kept on file with Teesnap. Unpaid monthly installments or portions thereof shall carry forward until the entire balance is paid in full.

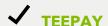
* All Credit Card payments are subject to an additional 2.75% processing fee that will be added to this payment.

ANNUAL PAYMENT

You agree to pay Teesnap \$ as a one-time annual payment.

This payment is valid for 1-year use of Teesnap. The terms of this agreement will expire on . Future annual payments will be made by ACH electronic funds transfer or by a charge to Customer's credit card to be kept on file with Teesnap.

* All Credit Card payments are subject to an additional 2.75% processing fee that will be added to this payment.



Based on the selected products and services, Course agrees to provide Teesnap 8 Player(s) per day as payment.

These players will be available for sale on any day that the golf course is open and has availability throughout the term of this agreement.

UP FRONT PAYMENT

You agree to pay Teesnap an initial installment of \$ due at least two (2) weeks prior to your installation and training.

This payment will be made by ACH electronic funds transfer, check, or a charge to Customer's credit card. Failure to make this payment on time may result in forfeiture of your scheduled installation date.

* All Credit Card payments are subject to an additional 2.75% processing fee that will be added to this payment.

FORM OF PAYMENT

TEEPAY: TeePay is an alternative payment method that allows the Course to provide Teesnap a mutually agreed upon number of players per day in exchange for products and services. A single "Player" is defined as one (1) individual 18-hole round (with cart) made available for sale by Teesnap for its own benefit. Each Player shall be made available for sale beginning on the first day of the month and will be made available on subsequent days throughout the month. Teesnap will never offer more than the daily agreed upon Player(s) unless otherwise agreed upon by the Customer.

The tee times of the individual 18-hole rounds provided as Player(s) shall be mutually agreed upon. Teesnap shall have the ability to sell Player(s) at a price that is at the discretion of Teesnap (except where mutually agreed upon). Player(s) will be available for purchase on the Customer's website. Teesnap will collect payments for Teepay Times and all applicable taxes directly from golfers.

Throughout the term of this agreement, the Course agrees to use the Teesnap booking portal on their website as the sole provider for online tee time reservations. Additionally, any time where there are tee times available to the public, the Course agrees to ensure those times are available online for purchase through the Teesnap booking portal.

MONTHLY/ANNUAL: Customer agrees to pay the Total Annual Price Due in US Dollars, based on the Payment and Pricing identified above, by one of the following methods:

ACH Electronic Funds Transfer - An ACH Electronic Authorization Payment Form must be completed. Funds transfers will occur on the dates and schedule specified in this Agreement. (Preferred Method)

Credit Card on File - A Credit Card Authorization form must be completed. Customer shall be charged a processing fee equivalent to that which Teesnap is charged for payments made by credit card. Customer shall be liable for any and all fees (annual fees, late payment fees, etc.) associated with the credit card. Customer's card on file will be billed on the dates and schedule specified in this Agreement. (Monthly or Annual Only)

PROCESSING FEES

A 2.75 % processing fee will be charged on all Customer credit and debit card transactions. The fee will be deducted from the Customer's total credit and debit card activities each day. Sales tax is applicable on processing fees in the following states: CT, NM, OH, and the District of Columbia.

* Please note that for installment plans, tax rates for any taxes collected may be subject to change based on applicable government laws and/or regulations.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "Agreement") effective as of

Green Oaks Golf Course

"Customer"), and Teesnap, LLC, a Nevada limited liability company, with a registered address located at 1201 N. Town Center Drive, Las Vegas, NV 89144 ("Teesnap"). Customer and Teesnap may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Customer wishes to purchase and utilize services and the system (the "System") provided by Teesnap.

WHEREAS, Teesnap provides technology services to Customers and Restaurants to enable orders for food, beverages, Point-of-Sale, Reservations, and related products and services provided by the "Customer" and facilitates payment to the "Customer" for the purchases with a permitted Payment Method ("Payment Transactions").

NOW, THEREFORE, in consideration of the mutual promises contained herein and the agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Teesnap agree as follows:

SECTION 1. DESCRIPTION OF SERVICES

- **1.1** Upon implementation of the System, Teesnap will provide Customer with access to its System and the selected services (the "Services") as described on page 2 of this Agreement.
- **1.2** System will be installed on **01/06/2020**

(the "Installation Date").

1.3 Teesnap hereby grants Customer a limited, non-transferable, and non-exclusive license to remotely access and use the System solely during the Term (as defined herein) of the Agreement. Except for this limited usage right during the Term, nothing in this Agreement grants Customer any rights, title or interest in the System, Services, or any deliverables provided by Teesnap reserves the right to make changes and updates to the functionality and/or documentation of the System from time to time.

SECTION 2. TEESNAP ACCOUNT

- 2.1 Teesnap may conduct an installation and training session of the System. During this time, Teesnap and Customer will work together to customize Customer's account for the System. This includes, but is not limited to the following:
 - a. Customizing Customer's account with Teesnap;
 - b. Customizing Customer's administrative environment for all related personnel and products;
 - c. Customizing Customer's products, including the cost and retail pricing for each product Customer offers; and
 - d. All other steps required for the operation of the System.
- 2.2 Customer's account will facilitate Customer's use of the System and will allow Customer to receive current reservations, sales related information, and other information pertaining to Customer's relationship with Teesnap.
- 2.3 Teesnap is not and will not be liable for any loss or damage arising from Customer's failure to manage and maintain its account. Each Customer is solely responsible and liable for marketing, selling, pricing, packaging, and provision of any products or services offered through the Services in compliance with all applicable laws, regulations, and rules or industry standards ("Applicable Law"). Teesnap makes no representation or warranty regarding whether a Customer holds any applicable permit, license, registration, or other credential for its business; whether representations by a Customer are true or accurate; or whether a Customer complies with Applicable Law, and Teesnap is not responsible for the quality of the products or services provided by the Customer.

SECTION 3. SYSTEM PARTICIPATION

- **3.1 Customer Offerings.** To participate in the System, Customer must supply the content and images to describe and illustrate the Customer and its service offerings ("Customer Offerings"), by completing and submitting, or authorizing an agent to complete and submit, the information to Teesnap. Customer Offerings include, but are not limited to, tee time pricing, pricing on retail items, and pricing on food and beverage. Customer is responsible and liable for all Customer Offerings and terms, and for Teesnap's or any purchaser's use or reliance on any of the foregoing.
- **3.2 Promotion of Golf Course.** Teesnap reserves the right to market the Golf Course Offerings to the Golf Course customers. Teesnap will be responsible for creating and designing the email that will promote and market the Golf Course and the Golf Course Offerings by sending marketing emails to Golf Course customers. The Customer acknowledges and agrees that it will, at all times, be in compliance with the CAN-SPAM Act. This includes, but not limited to, promptly honoring any opt-out/unsubscribe requests received from a customer. Teesnap does not warrant or guarantee the use of the System will result in any particular amount of revenue or profit to the Customer.
- 3.3 Responsibility for Customer Offering. Customer represents that all services provided by the Customer for customers booking through the System will be consistent with prevailing industry standards for similar Customers in the area. Customer will be responsible for all customer service with respect to the Customer Offerings. Teesnap shall have no liability for the nature, completeness, or accuracy of information provided by Customer about the Customer Offerings or the fulfillment of the Customer Offerings.
- **3.4 Processing of Sale.** All sales transactions for the Customer will be processed through the System. Customer agrees that the System will be the exclusive reservation and retail system used by the Customer, and that all golf related commercial activities, including the reservation of calendar for tee times, will be booked through the System during the Term of this Agreement.
- 3.5 License to Customer's Content. During the Term of this Agreement, Customer hereby grants Teesnap a non-exclusive, worldwide, transferable, irrevocable, and sub-licensable license to use, copy, distribute, display, and perform any of Customer's content concerning the Customer and the Customer Offerings (including any trademarks, trade names, logos or copyrighted material of Customer to be included in any advertising of the Customer or Customer Offerings) in any and all media or formats in connection with Teesnap's fulfillment of its rights and obligations under this Agreement, including the promotion of the Customer and Customer Offerings.

- 3.6 Customer Data. Customer acknowledges that it will own all data collected by, or on behalf of, Teesnap pursuant to this Agreement, including all information and data of individuals who may or do purchase the Customer Offerings ("Customer Data"); provided, however, that Teesnap and its affiliates shall have the right to use any such data collected by it for marketing or other purposes. Teesnap affiliates shall not use Customer Data to compete with Customer Offerings, but may use Customer Data to market non-competing products and promotions to course customers. Teesnap shall take commercially reasonable efforts to protect the security of Customer Data and comply with all laws relating to the processing of any Customer Data, including any applicable subscribe/unsubscribe requirements with regard to email communications. If Customer becomes aware of, or suspects, any unauthorized access to or use of Customer Data by Teesnap, Customer shall immediately notify Teesnap and shall cooperate with Teesnap in the investigation of such breach and the mitigation of any damages.
- **3.7 Press Release.** Teesnap may, in its sole discretion, include Customer and the Customer in any press release regarding the Customer Offerings described herein or otherwise identify Customer as one of its Customer clients. Any press release Customer may want to issue which includes Teesnap must be pre-approved in writing by Teesnap prior to release.
- **3.8 PCI Compliance.** Teesnap is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole responsibility of Teesnap. Documentation required for validation of this process or confirmation of completion is available upon request.
- **3.9 Hardware and Data Usage.** Customer agrees to utilize the hardware and cellular data connection exclusively for the purposes set forth in this Agreement. This includes limiting use to authorized apps, websites, and approved add-ons. Teesnap reserves the right to modify, suspend access, and/or pass on fees incurred by Teesnap for excessive data usage.

SECTION 4. PAYMENT TERMS

- **4.1 System Pricing.** In return for the Services and System provided by Teesnap to Customer hereunder, Customer shall deliver the number of Player(s) as set forth on page 2 of this Agreement. In the event that Teesnap is unable to generate enough revenue to cover costs via the Teepay option, Teesnap reserves the right to post double the agreed upon daily allotment but will never sell more than the original total monthly allotment. Additionally, Teesnap will work with the golf course on mutually agreeable alternative payment options.
- **4.2 Additional Fees.** If an ACH Electronic Funds Transfer debit request is not successful; Customer will be subject to a \$15 transaction fee for each occurrence. Additionally, any aged balance beyond 30 days will be subject to a monthly late fee equal to 15% of the balance owed.
- **4.3 Currency.** All payments hereunder shall be in US Dollars (USD) and made by check, credit card, debit card, or ACH electronic transfer. Credit and debit card payments are subject to a processing fee as indicated in this Agreement.
- **4.4 Customer Products Pricing.** All prices for the Customer Offerings shall be established by the Customer. Any price changes to the Customer Offerings shall become effective once loaded into the System.
- **4.5 Customer Sales and Payment Processing.** Teesnap will be responsible for processing all credit and debit card payments from Customer's customers. Customer's name will be displayed on the customer's statement as the sales agent. The System will also track all cash transactions. The Customer shall be responsible for handling and processing of all cash payments.
- **4.6 Payments to Customer.** The third-party payment card processor will process all credit and debit card activities for the Customer. The third-party payment card processor will remit proceeds via Automated Clearing House (the "ACH") to Customer account within two business days.

4.7 Taxes.

Taxes Related to Customer Offerings:

Customer shall be solely responsible for any taxes, levies, duties and/or similar governmental assessments (collectively, "Taxes") of any nature assessable by any jurisdiction whatsoever in connection with the purchase and/or use of Customer Offerings. Customer agrees to hold Teesnap harmless of any liability with respect to any such Taxes.

Taxes Related to Teesnap Services:

If the collection and remittance of Taxes to governmental bodies is applicable on Teesnap Services, Customer agrees to pay Teesnap the amounts to be collected and remitted. Information on assessed and remitted taxes concerning Customer's Teesnap Services will be provided to Customer by Teesnap. Please note that any Taxes collected may be subject to change based on applicable government laws and/or regulations.

4.8 Hardware. During the Term of this Agreement, or any renewal thereof, Teesnap agrees to replace, at no additional cost to Customer, any hardware provided under this Agreement that is deemed defective or inoperable, in Teesnap's sole opinion. Customer will be responsible for

cost of the replacement of any hardware that is damaged by Customer or any of its employees, agents or subcontractors.

- **4.9 Reports.** Teesnap will provide comprehensive reports summarizing Customer's activities for:
 - a. Each Period;
 - b. All tax related reporting including state, county, and local taxes; and
 - c. Any other activity designated by Customer.

SECTION 5. TERM AND TERMINATION

- **5.1 Term.** This Agreement is effective as of the Effective Date set forth above and will remain in effect for two (2) years (the "Initial Term"). After the Initial Term and until terminated with 30 days' advance notice by either Party, as provided herein, this Agreement shall be automatically extended for successive one (1) year periods, unless renegotiated prior to end of the Term.
- **5.2 Termination for Convenience.** Either Party may terminate this agreement at any time, with or without further obligation, except for any outstanding and undisputed payments due to a Party, by providing the other Party with ninety (90) days advance written notice.
- **5.3 Termination by Breach of Agreement.** In the event either Party breaches any of the material terms or conditions of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach, the non-breaching Partymay terminate this Agreement without any further delay or obligation hereunder.
- **5.4 Effects of Termination.** If either Party terminates this Agreement per the provisions of section 5.2 or 5.3, Customer shall i) forfeit any and all pre-paid expenses and fees; Teesnap shall have the right to debit via ACH, or charge a CCoF, for any and all outstanding payments due to Teesnap; to include Early Termination Fees outlined in section 5.5.
- **5.5 Early Termination Fee.** If Customer terminates this Agreement per the provisions of section 5.2, Customer shall pay Teesnap within fifteen (15) days from the date of termination, an early termination fee of fifty percent (50%) of the remaining balance set forth in this Agreement. If Customer is paying via Teepay, Customer shall pay Teesnap, within fifteen (15) days from the date of termination, an early termination fee of one-thousand dollars (\$1,000) per month for each month remaining on the current term. If Customer terminates this Agreement for any reason prior to the Installation Date or within ninety (90) days from the Installation Date, Customer shall pay Teesnap an additional flat fee of one thousand five hundred dollars (\$1,500) as reimbursement to Teesnap for travel expenses.
- **5.6 Equipment Return.** Upon termination of this Agreement for any reason Customer will, within fifteen (15) days from the date of termination, return all equipment leased to Customer by Teesnap. If leased equipment is not returned, or is damaged upon receipt, Teesnap shall have the right to debit via ACH, or charge a CCoF, the full replacement value for the leased equipment.

SECTION 6. MANAGED MARKETING SERVICES

- **6.1 Services.** Customer appoints Teesnap as its exclusive agent to market, provide guidance, and intelligence, and to consult Customer on marketing initiative(s). In this capacity, Teesnap shall have all powers as may be necessary r expedient to carry out the purposes of and the transactions contemplated in this Agreement and will provide such insight as needed, as well as access to Teesnap's Managed Marketing Team.
- 6.2 Teesnap will manage the following Services to Customer:
 - a. Website Management
 - b. Online Store Management
 - c. Email Marketing Management
 - d. Social Media Management
 - e. Paid Ads on Social Media
 - f. Messenger Marketing

Planning Calendar

Customer and Teesnap agree that the planning and communication stage of this Agreement is essential to its success. Both Parties will, to the best of their abilities, meet via electronic meetings or in person to develop the yearly plan. In executing this plan, both Parties also agree that they must work together to make it successful in design and execution.

Website Management

Customer and Teesnap agree that when new pages and new designs are required, both Parties will agree to the branding look and feel of such pages and that new page creation will not exceed four new pages in any given week.

Email Management

Customer and Teesnap agree that Teesnap will provide drafts of emails to Customer and Customer will sign off on drafts before sends.

Customer and Teesnap agree that previously signed off on email templates may be sent without approval. Customer agrees that no more than 10 email campaigns will be sent in any given week.

Paid Social Media

Customer and Teesnap agree that Teesnap will have admin privileges to Facebook, Google, and Linkedln. Customer and Teesnap will agree on budget spend for any given strategy and that Customer's credit card on file will be in good standing for such spending. This spending will be in addition to Teesnap Managed Marketing service cost.

Messenger Marketing

Teesnap will integrate Customer's Teesnap website and Facebook Messenger marketing via the growth tools. Teesnap will engage Customer's audience in accordance with the Facebook Messenger terms and services. Flows and sequences will also be managed in accordance with Facebook's terms of use. In any given week during the year, a limit of one new flow and one new set of sequences will be programmed by Teesnap.

SECTION 7. DISCLAIMER OF WARRANTIES, WAIVER, AND LIMITATION OF LIABILITY

7.1 Disclaimer of Warranties. You expressly understand and agree that your use of the services and all information, products, and other content (including that of third-parties) included in or accessible from the service is at your sole risk. The service is provided on an "as is" and "as available" basis.

Neither Teesnap nor its third-party providers will be liable or responsible for any products or services provided by customer that are a cause of injury or that are unacceptable or do not meet your requirements or expectations.

Except for the express warranties set forth herein, Teesnap and its third-party providers hereby expressly disclaim all express or implied warranties with regard to the services and all information, products, and other content (included that of third-parties) included in or accessible from the services, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and quality. Teesnap relies upon customers to provide accurate allergen and dietary information and general product safety. Teesnap does not represent or warrant that the information accessible through the services is accurate, complete, reliable, current, or errorfree, including, without limitation, menus, nutritional and allergen information, photos, food quality or descriptions, pricing, hours of operation, or reviews. All content in provided for informational purposes only. The reliance on any information provided through the service is solely at your own risk, including, without limitation, nutritional and allergen information.

Teesnap and its third-party providers make no representations or warranties regarding (i) whether the services will meet your requirements; (ii) the reliability, availability, timeliness, suitability, accuracy or completeness of the services; (iii) the results you may obtain by using the services; (iv) whether the operation or use of the services will be uninterrupted or error-free; or (v) whether the quality of the service, or products or service, information or other material purchased or obtained through the services will meet your expectations.

Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and you are solely responsible for any damage to your computer system or device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Teesnap or a third-party through or from the services will create any warranty not expressly stated in these terms.

You acknowledge that neither Teesnap nor it's third-party providers controls the transfer of data over communications facilities, including the internet, and that neither Teesnap nor its third-party providers are responsible for any limitations, delays, or other problems inherent in the use of such communications facilities without limiting the foregoing, neither Teesnap nor its third-party providers warrants or guarantees that any or all security breaches or attacks will be discovered, reported, or remedied, or that there will not be any security breaches by third-parties.

- **7.2 Limitation of Teesnap's Liability.** In no event will Teesnap be liable under any contract, negligence, strict liability, or other theory, for any direct, indirect, special, punitive, incidental, exemplary or consequential damages, including but not limited to damages or lost profits, goodwill, use, data or other intangible losses, even if Teesnap has been advised of the possibility of such damages and even if a remedy set forth herein has failed its essential purpose. To the maximum extent permitted by law, Teesnap's aggregate liability to you or any third-parties in any circumstance is limited to one hundred dollars (\$100 USD).
- **7.3 State Exceptions.** Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, Teesnap's limitation of liability will be limited to the maximum extent permitted by law.
- **7.4 Reliance on Limitations.** Each party acknowledges that the other party has entered into these Terms of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.
- **7.5 Force Majeure**. Teesnap will not be liable for any failure or delay resulting from any condition beyond its reasonable control, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet

disturbances.

SECTION 8. DATA SECURITY

- 8.1 Data Security Practices. Customer agrees to use security technologies and techniques in accordance with industry best practices, including those relating to the prevention and detection of unauthorized use and access of systems and networks. A "Security Breach" is any act or omission that results in: (i) the unauthorized access or use of confidential information; or (ii) a breach of the physical, technical, administrative or organizational safeguards put in place by the either Party, that relate to the protection of the security, confidentiality, or integrity of confidential information. In the event of a Security Breach, Customer shall provide Teesnap with the name and contact information for a Customer employee or position which shall serve as Teesnap's primary contact and shall be available to assist Teesnap twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach. To the extent permitted by law and law enforcement authorities, Customer shall notify Teesnap of a Security Breach as soon as practicable by phone and in writing, but no later than twenty-four (24) hours after Customer becomes aware of it. Immediately following Customer's notification to Teesnap of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach.
- 8.2 Data Protection Regulations. Customer shall, at all times, maintain policies, practices and procedures sufficient to comply with data protection regulations such as the EU General Data Protection Regulation, or the California Consumer Privacy Act (to take effect on January 1, 2020). In the event Customer is found to be in violation of such data protection regulations or similar laws, Customer shall indemnify and hold harmless Teesnap from any claims, demands, or liability arising from Customer's breach or violation of the same.
- **8.3 Modification of Terms.** Teesnap reserves the right to modify any portion of these Terms of Service at any time in its sole discretion by notifying you of any changes by electronic mail, posting of the updated Terms of Service on its Website, or delivering an alert through the Application. The changes will become effective, and shall be deemed accepted by you, upon the effective date stated or initial posting/delivery date (if none is stated) and shall be effective on a going-forward basis. If you do not agree to these Terms of Service or any updated version of the Terms of Service, your sole and exclusive remedy is to terminate your use of the Services.
- Miscellaneous. Any action, claim, or dispute related to these Terms of Service will be governed by the laws of Nevada, excluding its conflicts of law provisions, and controlling U.S. federal law. The Uniform Computer Information Transactions Act will not apply to these Terms of Service. If any provision of these Terms of Service Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Service, which will remain in full force and effect. Failure of Teesnap to act on or enforce any provision of these Terms of Service will not be construed as a waiver of that provision or any other provision herein. No waiver will be effective against Teesnap unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Teesnap and Customer, these Terms of Service constitute the entire agreement between you and Teesnap with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between you and Teesnap with respect to the subject matter. The section headings are provided merely for convenience and will not be given any legal import. These Terms of Service will inure to the benefit of our successors and assigns. You may not assign these Terms of Service without our prior written consent. Any information submitted or provided by you to the Services might be publicly accessible. Important and private information should be protected by you.

IN WITNESS WHEREOF, the Parties have agreed to the terms of this Agreement as of the Effective Date.

Charter Two of	ypsilanti	Teesnap, LLC
Customer	<i>J</i> '	
Dec. 4, 2019		
Drue R Stune	X2 L Par	Date
Signature		Signature
Brenda L. Stumbo	Karen Love by Koe	
Printed Name	$\alpha \beta$	Printed Name
Supervisor	CHERK	
Title		Title



415 W. Michigan Avenue Ypsilanti, MI 48197 734.544.6748 (P) 734.544.6749 (F)

www.ewashtenaw.org/oced twitter@WashtenawOCED

facebook.com/washtenawoced www.opportunitywashtenaw.org

November 21, 2019

cc:

Department Purchasing

CR #51282-1

Supervisor Brenda Stumbo Clerk Karen Lovejoy Roe Charter Township of Ypsilanti 7200 S. Huron River Drive Ypsilanti, MI 48197

Dear Supervisor Stumbo and Clerk Roe,

Washtenaw County wishes to amend the contract for the Foley Avenue HMA Project with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Agreement for Subaward of Federal Financial Assistance between Washtenaw County and the Charter Township of Ypsilanti dated January 15, 2019 as follows:

Amend ARTICLE V - TERM to extend the contract as follows:

"This contract shall be in full force and effect for an additional term of six (6) months terminating on June 30, 2020."

All other terms and conditions remain the same as in the original contract, subsequent amendments and any applicable RFP/RFQ.

ATTEST:		WASHTENAW COUNTY	
Lawrence Keste County Clerk/Re	,	Gregory Dill County Administrator	(DATE)
APPROVED FOR	CONTENT:	CHARTER TOWNSHIP OF YPSILAN Orena of Strends Accepted by	Han Ly Parp
Department He	ad	Brenda L. Stumbo Supervisor	haven Lovejoy Roc Clerk
Original:	Clerk Supervisor	123-19	12-3-19

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2019-47 ESTABLISH TOWNSHIP SUPERVISOR'S SALARY

WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

WHEREAS in 2020, Teamster and AFSCME employees will receive a 2.5% contractual increase in wages; and

WHEREAS it is recommended that non-union employees also receive a 2.5% increase;

NOW THEREFORE BE IT RESOLVED that the salary for the office of Supervisor shall receive a 2.5% increase in 2020 from \$84,235.66 to \$86,341.55.

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. 2019-47 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2019-48 ESTABLISH TOWNSHIP CLERK'S SALARY

WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

WHEREAS in 2020, Teamster and AFSCME employees will receive a 2.5% contractual increase in wages; and

WHEREAS it is recommended that non-union employees also receive a 2.5% increase;

NOW THEREFORE BE IT RESOLVED that the salary for the office of Clerk shall receive a 2.5% increase in 2020 from \$84,235.66 to \$86,341.55.

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. 2019-48 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2019-49 ESTABLISH TOWNSHIP TREASURER'S SALARY

WHEREAS according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for elected officials shall be determined by the township board; and

WHEREAS in 2020, Teamster and AFSCME employees will receive a 2.5% contractual increase in wages; and

WHEREAS it is recommended that non-union employees also receive a 2.5% increase;

NOW THEREFORE BE IT RESOLVED that the salary for the office of Treasurer shall receive a 2.5% increase in 2020 from \$84,235.66 to \$86,341.55.

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. 2019-49 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2019-50

ESTABLISH TOWNSHIP TRUSTEES' SALARY

WHEREAS a new policy was adopted at the October 18, 2016 Township Board meeting that included compensation for Township Trustees; and

WHEREAS all AFSCME, Teamsters and non-union employees will receive a 2.5% increase in 2020; and

WHEREAS it has been recommended that both non-union and full-time elected officials also receive a 2.5% increase in 2020;

NOW THEREFORE BE IT RESOLVED that the Trustees will be paid according to the Trustee Attendance Policy and will receive a 2.5% increase in 2020.

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. 2019-50 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2019-54

DESIGNATION OF DEPOSITORIES FOR 2020

NOW THEREFORE, BE IT RESOLVED that Bank of Ann Arbor-Ypsilanti Office, Comerica Bank, Charter One, Ann Arbor State Bank, Fifth Third Bank, Chase Bank, P&C Bank, United Bank & Trust, Fidelity Bank, Huntington National Bank, Key Bank, TCF Bank, Washtenaw Federal Credit Union and their successors be designated depositories for all Charter Township of Ypsilanti funds and securities for the 2020 calendar year.

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. 2019-54 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.

CHARTER TOWNSHIP OF YPSILANTI

Resolution No. 2019-55

ADOPTION OF REGULAR BOARD MEETING DATES FOR THE 2020 CALENDAR YEAR

NOW THEREFORE, BE IT RESOLVED that the attached schedule of dates and times be adopted for the Charter Township of Ypsilanti for the 2020 calendar year.

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. 2019-55 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.

CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

SCHEDULE OF MEETINGS FOR 2020

Work Session Regular Meeting 5:00 p.m. 7:00 p.m.

Civic Center Board Room Civic Center Board Room

In 2020, the Township Board will meet on the 1st and 3rd Tuesday of each month in February, April, May, October and December and on the 1st or 3rd Tuesday of each month in January, March, June, July, August, September and November.

Tuesday	January 21, 2020
Tuesday Tuesday	February 4, 2020 February 18, 2020
Tuesday	March 3, 2020
Tuesday Tuesday	April 7, 2020 April 21, 2020
Tuesday Tuesday	May 5, 2020 May 19, 2020
Tuesday	June 16, 2020*
Tuesday	July 21, 2020*
Tuesday	August 18, 2020*
Tuesday	September 15, 2020*
Tuesday Tuesday	
Tuesday	November 17, 2020
Tuesday Tuesday	December 1, 2020 December 15, 2020

All meetings are held at the Ypsilanti Township Civic Center Building, 7200 S. Huron River Drive, Ypsilanti Township

Special Meetings may be called with 24-hour notification.

Pre-approval of Statements and Checks is authorized when no Board Meeting is held, with formal approval at the next regularly scheduled meeting, contingent on Board Members review and no objection.

*Board members should plan to reserve the first Tuesday of June, July, August and September in case a Special Meeting needs to be scheduled.

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2019-56

ADOPTION OF ROBERT'S RULES OF ORDER

NOW THEREFORE, BE IT RESOLVED that Robert's Rules of Order shall be adopted by the Charter Township of Ypsilanti Board of Trustees for the 2020 calendar year.

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. 2019-56 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2019-57 DESIGNATION OF NEWSPAPER OF CIRCULATION

NOW THEREFORE, BE IT RESOLVED that Washtenaw Legal and MLive/AnnArbor.com be designated as the newspapers of general circulation for the Charter Township of Ypsilanti advertisements and publications for the 2020 calendar year.

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. 2019-57 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on December 3, 2019.

CHARTER TOWNSHIP OF YPSILANTI 2019 BUDGET AMENDMENT #19

DECEMBER 3, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

236 - 14B DISTRICT COURT FUND	Total Increase	\$19,296.00
		

Request to increase budget for retirement of employee. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$19,296.00
		Net Revenues	\$19,296.00
Expenditures:	Retiree Time Payouts	236-136-000-708.008	\$17,929.00
	FICA	236-136-000-715.000	\$1,367.00
		Net Expenditures	\$19,296.00

Motion to Amend the 2019 Budget (#19)

Move to increase the 14B District Court Fund budget by \$19,296 to \$1,827,529 and approve the department line item changes as outlined.