

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.

October 20, 2020 Revised 10-20-20

Work Session – 5:00pm

Regular Meeting – 7:00 p.m.

Ypsilanti Township Civic Center

7200 S. Huron River Drive

Ypsilanti, MI 48197

DEPARTMENTAL REPORTS

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



Charter Township of Ypsilanti
Hydro Station

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544.3690
Fax: (734) 544.3626

www.ytown.org

Date: October 8, 2020
To: Clerk's Office
CC: Brenda Stumbo, Supervisor
From: Michael Saranen, Operation Manager

Subject: Department Report (activities in September 2020)

Activities:

Ford Lake Dam

General Operation Summary:

The Hydro Station continues to operate safely and continues to get routine safety inspections and preventive maintenance. Covid-19 has not impacted operations. Operators had 2 after hour call-ins for the month.

Average precipitation for the month of August is around 3.44", this year it was about 2.68".

Production for the month above average despite below average rainfall.

Regulatory:

- For 2020-**
- update DSSMP
- DSSMR, **Filed Complete**
- Owners Dam Safety Program Review – **Complete**
- EAP Reprint, **Started**
- EAP annual update and test- **Started**
- EAP Training- TBD
- Part 12 Inspection- **Started**
- WQ Report – **Equipment deployed & collecting data**
- Nuisance Plant Plan Report – **Draft Report – Out for Comment**
- Wildlife Plan Report –
- Historical Activity Report –
- Gate Certification –
- Security Review – **Preparing to File with Commission**
- FERC Security Inspection- **Postponed (COVID)**
- FERC Annual Dam Safety Inspection – **Postponed (COVID)**
- Annual DEQ Lake Operation Monitoring Report- **Complete**
- 5 year shoreline survey and report- **Complete, Filed**
- 5 year Owners Dam Safety Program Audit- **Started**

Projects:

Transformer Maintenance- Replace the low voltage insulators and clean the oil. Scheduled for March. This is now complete, the bushing hotspot has been corrected. Oil analysis will continue on a regular schedule. No changes.

PLC Replacement- Replaced the 1980's obsolete PLC controller. The new PLC is able to be expanded and has modern security features. This project was approved in April, installation is complete and working satisfactory. Additional programming was approved to automate the Hydro Generators.

Sluice Gate Repairs- Inspections found deteriorated electrical and hydraulic components. Electrical Repairs are complete. Gate control panel is on order.

Operation Summary

2020	September	YTD	5 Year Ave.
Precipitation total (inches) ¹	2.68	34.81	40.0 ²
Days Online	30.0	209.5	356.3
Generation MWH (estimated)	479.150	8,831.739	10,096.6
Generation MWH lost (estimated)*	0.	555.146	549.400

After Hour Call In

Water levels	1	44	38
Mechanical/Electrical	1	5	3
Other		2	2
Totals	2	51	43

Recent History	2015	2016	2017	2018	2019
Precipitation total (inches) ²	34.9	36.5	40.8	42.2	45.4
Days Online	345	359.5	362.0	364.2	350.6
Generation MWH (estimated)	7,723.0	8,803.4	10,744.9	10,635.0	12,576.7
Generation MWH lost (estimated)*	419.1	229.8	269.6	552.9	1,005.8

After Hour Call In

Water levels	32	31	26	30	69
Mechanical/Electrical	1	4	5	3	4
Other	1	2	3	0	2
Totals	34	37	34	33	75

¹Preliminary totals from NOAA for Detroit

²Total from NOAA at U of M Ann Arbor

*losses related to scheduled & unscheduled maintenance and water quality discharges.

Gate Spilling Summary:

Releasing water from the sluice gates is primary to maintain lake level when flow exceeds the powerhouse. At certain times, we can use the gates to help keep the lake mixing to maintain oxygen levels (effectiveness depends on a number of factors) at the bottom of the lake.

The water quality monitoring begins on June 1st and will end on September 30th; operators monitor the water quality conditions and take readings as outline in the WQ Plan. The hydro discharges from the bottom gates to maintain run of river and/or help with water quality in Ford Lake. The Federal License requires we pass water with a minimum of 5mg/l of dissolved oxygen all the time. Therefore, spilling from the bottom gates in the summer for improving the lake is not always possible.

Sluice Gate Usage Summary:

Current Year 2020	Current Year Days Spilled	Current Year Lost KWh*	Current Year Lost \$*	Prior Yr. Lost \$*
January	28.8	0	0	0
February	13.3	0	0	0
March	24.6	0	0	0
April	13.9	0	0	0
May	16.7	0	0	0
June	10.0	56,448	2502	823
July	11.2	50,000	3000	9,653
August	.7	0	0	0
September	.3	0	0	0
October				0
November				0
December				0
Totals	108.3	106,448	\$ 2,502	\$ 10,476

*estimated losses from diverting water away from generators for the **purpose improving WQ**.

Sargent Charles Dam

This dam continues to get routine safety inspections and appropriate maintenance.



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Chad Teets, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Keith Flores, WCSO Police Services Commander, Nancy Hansen, WCSO Police Services Captain
Date: September 11, 2020
Re: August 2020 Police Services Monthly Report

SUMMARY:

During the month of August 2020, there were 3735 calls for service in Ypsilanti Township, a 3% decrease in calls for service as compared to August 2019.

OPERATIONS

During August 2020, Patrol Operations responded to calls for service, conducted traffic enforcement and supported the Governor's Executive Order in regard to the eradication of COVID-19.

The month of August yielded an increase in home invasions of 45% (16 compared to 11 in 2019). Three categories averaged amongst these incidents, first being a domestic relationship between the victim and suspect which ultimately resulted in an unauthorized entry into a residence, second being a forced entry by an unknown suspect, and third being a non-forced entry through an unsecured door or window by an unknown suspect. The best prevention methods for a typical residential home invasion are to keep all windows and doors locked, including deadbolts, while away from home. External lighting and visual deterrents such as "Beware of Dog" or alarm signage also discourages criminals.

A reduction of breaking and entering (non-residential buildings) incidents was found, 4 compared to 5 in 2019 (a 20% reduction).

A reduction of robberies was also found during the month of August 6 compared to 7 in 2019 (a 14% reduction).

A decrease in vehicle thefts (UDAAs) was found, 11 compared to 12 in 2019 (an 8% decrease). Citizens are reminded to lock all vehicle doors and keep ignition keys in separate and secure areas in order to prevent such thefts. Valuables, if left in a vehicle, should be placed in a concealed location. The following website provides further information regarding the reduction of potential for theft of your vehicle, common vehicles targeted, and further information.

<https://www.nhtsa.gov/road-safety/vehicle-theft-prevention>

During the month, Ypsilanti Twp saw another monthly decrease in larceny-based crimes, 61 in 2020 as opposed to 106 in 2019; a 42% reduction. The Sheriff's Office has directed additional visibility patrols in the neighborhoods with statistics supporting such offenses.



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YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. From a year to date perspective, comparing 2020 to the same period in 2019, our juvenile offenses and complaints are down 15.4% (from 162 to 137) and our runaway complaints are down 66.6%, 6 in August 2019 compared to 2 in August 2020.

COMMUNITY ACTION TEAM

The purpose of the Community Action Team (CAT) is to respond to situations involving or with a nexus of drugs, guns or violence. The team focuses on the timely assessment and response to tips they receive from our community and community problems identified through crime pattern analysis.

CAT collaboration with the Michigan Department of Corrections in reference to parole compliance contributes to effective monitoring and management of parolees who live in our community. Timely and efficient response to tips regarding parolee misconduct combined with regular unannounced home visits are expected by the parolees that reside in Ypsilanti Township and surrounding areas.

For any violent crime tips related to guns, gang activity or violence in general please call 734-661-9034.

WASHTENAW ALERT (EVERBRIDGE)

As a reminder for residents they can sign up for "Up-to-the-minute updates" from the Washtenaw County Sheriff's Office by email or cell phone at www.washtenaw.org/alerts

HOUSE WATCH

If you plan on being gone for a period of time sign your house up for house checks. The house watch form can be found at: <https://www.washtenaw.org/1743/House-Watch>

NEW FACES

The Sheriff's Office is hiring! We continue to hire highly qualified, motivated and diverse people that are committed to pursuing our mission: Creating public safety, providing quality service, and building strong and sustainable communities.

If you are interested in joining us in serving your community in Police Services, Corrections, Communications, Emergency Services or Community Corrections please check us out at: <https://www.washtenaw.org/1124/Sheriff>

We have rewarding career opportunities available for those seeking a profession with a greater purpose.

*Public Safety – Quality Service – Strong Communities
Serving Washtenaw County since 1823*

August 2020 Ypsilanti TWP Monthly Call Report (WD)

City: Ypsilanti Twp-YPT



Search Criteria: (This report counts for offenses but excludes UCR status of 'Unfounded'.)

Month:	August
Year:	2020
City:	Ypsilanti Twp-YPT

August 2020 Ypsilanti TWP Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

----- All Offenses that were Attempted or Completed -----								A R R E S T S -----					
CLASS	Description	Aug/2020	Aug/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Aug/2020	YTD	Aug/2020	YTD	Aug	YTD
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%	3	2	50%	0	2	0	0	0	2
10001	KIDNAPPING/ABDUCTION	0	0	0%	3	2	50%	0	1	0	0	0	1
10002	PARENTAL KIDNAPPING	0	0	0%	0	2	-100%	0	0	0	0	0	0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	2	1	100%	12	24	-50%	0	1	0	0	0	1
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	0	1	-100%	2	5	-60%	0	0	0	0	0	0
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	0	1	-100%	4	6	-33.3%	0	0	0	0	0	0
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	0	0	0%	4	1	300%	0	0	0	0	0	0
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%	0	1	-100%	0	0	0	0	0	0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%	1	0	0%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	0	1	-100%	4	9	-55.5%	0	0	0	0	0	0
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	0	1	-100%	8	8	0%	0	0	0	0	0	0
12000	ROBBERY	5	7	-28.5%	30	36	-16.6%	0	2	0	0	0	2
12001	ROBBERY	1	0	0%	2	2	0%	0	1	2	2	2	3
13001	NONAGGRAVATED ASSAULT	44	45	-2.22%	332	328	1.219%	14	117	0	1	14	118
13002	AGGRAVATED/FELONIOUS ASSAULT	41	21	95.23%	242	194	24.74%	25	109	0	3	25	112
13003	INTIMIDATION/STALKING	7	7	0%	36	54	-33.3%	2	6	0	0	2	6
20000	ARSON	1	1	0%	6	3	100%	0	0	0	0	0	0
21000	EXTORTION	0	0	0%	1	1	0%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	16	14	14.28%	79	103	-23.3%	6	20	0	3	6	23
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	4	2	100%	17	20	-15%	1	1	0	0	1	1

August 2020 Ypsilanti TWP Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		----- All Offenses that were Attempted or Completed -----						A R R E S T S -----					
CLASS	Description	Aug/2020	Aug/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Aug/2020	YTD	Aug/2020	YTD	Aug	YTD
23001	LARCENY -POCKETPICKING	0	1	-100%	2	2	0%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	2	1	100%	6	2	200%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	13	9	44.44%	92	90	2.222%	0	5	0	1	0	6
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%	0	12	-100%	0	0	0	0	0	0
23005	LARCENY -THEFT FROM MOTOR VEHICLE	23	73	-68.4%	153	268	-42.9%	1	2	0	0	1	2
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	5	5	0%	15	35	-57.1%	0	0	0	0	0	0
23007	LARCENY -OTHER	18	17	5.882%	59	80	-26.2%	0	2	0	0	0	2
24001	MOTOR VEHICLE THEFT	10	14	-28.5%	79	76	3.947%	0	5	0	1	0	6
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	1	1	0%	13	17	-23.5%	0	8	0	0	0	8
24003	MOTOR VEHICLE FRAUD	0	0	0%	3	1	200%	0	1	0	0	0	1
25000	FORGERY/COUNTERFEITING	3	0	0%	25	14	78.57%	0	0	0	0	0	0
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	7	3	133.3%	58	53	9.433%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	3	5	-40%	53	59	-10.1%	0	1	0	0	0	1
26004	FRAUD -WELFARE FRAUD	0	0	0%	1	0	0%	0	0	0	0	0	0
26005	FRAUD -WIRE FRAUD	2	3	-33.3%	11	10	10%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	7	4	75%	44	36	22.22%	0	0	0	0	0	0
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	0%	0	1	-100%	0	0	0	0	0	0
27000	EMBEZZLEMENT	0	1	-100%	13	10	30%	0	0	0	0	0	0
28000	STOLEN PROPERTY	0	12	-100%	10	30	-66.6%	0	9	0	0	0	9
29000	DAMAGE TO PROPERTY	36	36	0%	228	216	5.555%	1	12	2	2	3	14
30001	RETAIL FRAUD -MISREPRESENTATION	2	2	0%	11	7	57.14%	0	0	0	0	0	0
30002	RETAIL FRAUD -THEFT	6	23	-73.9%	78	91	-14.2%	0	8	0	1	0	9
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%	0	1	-100%	0	0	0	0	0	0

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								Aug/2020	YTD	Aug/2020	YTD	Aug	YTD
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	11	3	266.6%	56	40	40%	3	18	0	0	3	18
35002	NARCOTIC EQUIPMENT VIOLATIONS	4	3	33.33%	26	17	52.94%	1	3	0	0	1	3
37000	OBSCENITY	1	0	0%	4	1	300%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	3	2	50%	35	19	84.21%	1	17	0	0	1	17
52003	WEAPONS OFFENSE -OTHER	5	0	0%	25	14	78.57%	1	3	0	0	1	3
72000	ANIMAL CRUELTY	4	1	300%	7	17	-58.8%	0	0	0	0	0	0
Group A Totals		287	321	-10.5%	1893	2020	-6.28%	56	354	4	14	60	368
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	0	0	0%	3	6	-50%	0	0	0	0	0	0
26006	FRAUD -BAD CHECKS	0	3	-100%	9	12	-25%	0	0	0	0	0	0
36004	SEX OFFENSE -OTHER	0	1	-100%	5	6	-16.6%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	2	2	0%	34	26	30.76%	0	1	0	0	0	1
38003	FAMILY -OTHER	0	0	0%	1	0	0%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	1	3	-66.6%	12	9	33.33%	0	3	0	0	0	3
42000	DRUNKENNESS	0	0	0%	1	1	0%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	16	5	220%	83	68	22.05%	2	17	0	0	2	17
49000	ESCAPE/FLIGHT	1	0	0%	2	2	0%	0	1	0	0	0	1
50000	OBSTRUCTING JUSTICE	12	9	33.33%	99	106	-6.60%	2	14	0	0	2	14
53001	DISORDERLY CONDUCT	1	2	-50%	17	15	13.33%	1	2	0	0	1	2
53002	PUBLIC PEACE -OTHER	0	0	0%	1	2	-50%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	2	1	100%	16	33	-51.5%	0	1	0	0	0	1
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	21	23	-8.69%	108	148	-27.0%	12	69	0	0	12	69
55000	HEALTH AND SAFETY	1	0	0%	10	17	-41.1%	0	0	0	0	0	0
57001	TRESPASS	6	1	500%	27	7	285.7%	0	3	0	0	0	3
58000	SMUGGLING	0	0	0%	2	2	0%	0	0	0	0	0	0
70000	JUVENILE RUNAWAY	2	6	-66.6%	30	43	-30.2%	0	0	0	0	0	0

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CLASS	Description	Aug/2020	Aug/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Aug/2020	YTD	Aug/2020	YTD	Aug	YTD
73000	MISCELLANEOUS CRIMINAL OFFENSE	2	8	-75%	56	21	166.6%	0	0	0	0	0	0
Group B Totals		67	64	4.687%	516	524	-1.52%	17	111	0	0	17	111
2800	JUVENILE OFFENSES AND COMPLAINTS	21	32	-34.3%	137	162	-15.4%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	37	47	-21.2%	184	195	-5.64%	1	3	0	0	1	3
3000	WARRANTS	45	50	-10%	285	415	-31.3%	32	199	1	4	33	203
3100	TRAFFIC CRASHES	112	119	-5.88%	689	859	-19.7%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	210	190	10.52%	1313	1284	2.258%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	847	831	1.925%	5862	5643	3.880%	0	0	0	0	0	0
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	0	0	0%	4	7	-42.8%	0	0	0	0	0	0
3500	NON - CRIMINAL COMPLAINTS	1011	826	22.39%	7472	6408	16.60%	0	1	0	3	0	4
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	893	1105	-19.1%	5105	7556	-32.4%	0	2	0	0	0	2
3800	ANIMAL COMPLAINTS	64	83	-22.8%	444	568	-21.8%	0	0	0	0	0	0
3900	ALARMS	115	169	-31.9%	1066	1303	-18.1%	0	0	0	0	0	0
Group C Totals		3355	3452	-2.80%	22561	24400	-7.53%	33	205	1	7	34	212
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	0	0%	9	21	-57.1%	0	0	0	0	0	0
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	1	2	-50%	0	0	0	0	0	0
4200	PARKING CITATIONS	0	0	0%	9	14	-35.7%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	1	1	0%	7	8	-12.5%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	9	13	-30.7%	133	90	47.77%	0	0	0	0	0	0
4900	TRAFFIC WARNINGS	0	0	0%	0	2	-100%	0	0	0	0	0	0
Group D Totals		11	14	-21.4%	159	137	16.05%	0	0	0	0	0	0
5000	FIRE CLASSIFICATIONS	2	0	0%	4	4	0%	0	0	0	0	0	0
5100	18A STATE CODE FIRE CLASSIFICATIONS	0	1	-100%	8	8	0%	0	0	0	0	0	0
Group E Totals		2	1	100%	12	12	0%	0	0	0	0	0	0
6000	MISCELLANEOUS ACTIVITIES (6000)	27	61	-55.7%	286	453	-36.8%	0	0	0	0	0	0

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								Aug/2020	YTD	Aug/2020	YTD	Aug	YTD
6100	MISCELLANEOUS ACTIVITIES (6100)	149	149	0%	923	994	-7.14%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	5	5	0%	50	59	-15.2%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	6	16	-62.5%	49	73	-32.8%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	1	0	0%	3	8	-62.5%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	34	17	100%	176	117	50.42%	0	0	0	0	0	0
Group F Totals		222	248	-10.4%	1487	1704	-12.7%	0	0	0	0	0	0
City : Ypsilanti Twp Totals		3944	4100	-3.80%	26628	28797	-7.53%	106	670	5	21	111	691



YPSILANTI TOWNSHIP MONTHLY POLICE SERVICES DATA August 2020

JERRY L. CLAYTON
SHERIFF

Incidents	Month 2020	Month 2019	% Change	YTD 2020	YTD 2019	% Change
Traffic Stops	754	919	-18%	4307	6580	-35%
Citations	414	464	-11%	2959	3631	-19%
Drunk Driving (OWI)	14	20	-30%	74	83	-11%
Drugged Driving (OUID)	4	2	100%	24	35	-31%
Calls for Service Total	3735	3868	-3%	24765	27522	-10%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	2601	2578	1%	17529	18032	-3%
Robberies	6	7	-14%	31	38	-18%
Assaultive Crimes	85	68	25%	596	583	2%
Home Invasions	16	11	45%	79	89	-11%
Breaking and Entering's	4	5	-20%	17	34	-50%
Larcenies	61	106	-42%	326	492	-34%
Vehicle Thefts	11	12	-8%	91	72	26%
Traffic Crashes	85	94	-10%	555	728	-24%
Medical Assists	78	73	7%	493	504	-2%
Animal Complaints <i>(ACO Response)</i>	24	65	-63%	145	367	-60%
In/Out of Area Time	Month <i>(minutes)</i>	YTD <i>(minutes)</i>	+ = Positive Change - = Negative Change			
Into Area Time	3642	16048				
Out of Area Time	5275	34798				
Investigative Ops (DB)	22560	301292				
Secondary Road Patrol	3919	10308				
County Wide	2243	29016				
	Hours Accum.	Hours Used	Balance			
Banked Hours	TBD	TBD	TBD			



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

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

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Chad Teets, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Keith Flores, WCSO Police Services Commander, Nancy Hansen, WCSO Police Services Captain
Date: October 8, 2020
Re: September 2020 Police Services Monthly Report

SUMMARY:

During the month of September 2020, there were 3364 calls for service in Ypsilanti Township, a 7% decrease in calls for service as compared to September 2019.

OPERATIONS

During September 2020, Patrol Operations responded to calls for service, conducted traffic enforcement, and completed criminal investigations in support of our citizen's quality of life.

The month of September yielded a decrease in home invasions of 22% (7 compared to 9 in 2019). Of these incidents, a domestic relationship and subsequent unauthorized entry into a residence were the common elements. The best prevention methods for a typical residential home invasion are to keep all windows and doors locked, including deadbolts, while away from home. External lighting and visual deterrents such as "Beware of Dog" or alarm signage also discourages criminals.

A reduction of breaking and entering (non-residential buildings) incidents was found, 2 compared to 4 in 2019 (a 50% reduction).

An increase of robberies was also found during the month of September, 5 compared to 1 in 2019 (a 400% increase). The common theme in these incidents involved known suspects to the victim(s) and possession of larger quantities of cash.

A decrease in vehicle thefts (UDAAs) was found, 13 compared to 18 in 2019 (a 28% decrease). Citizens are reminded to lock all vehicle doors and keep ignition keys in separate and secure areas in order to prevent such thefts. Valuables, if left in a vehicle, should be placed in a concealed location. The following website provides further information regarding the reduction of potential for theft of your vehicle, common vehicles targeted, and further information.

<https://www.nhtsa.gov/road-safety/vehicle-theft-prevention>

During the month, Ypsilanti Twp saw another monthly decrease in larceny-based crimes, 44 in 2020 as opposed to 56 in 2019; a 28% reduction. The Sheriff's Office has directed additional visibility patrols in the neighborhoods with statistics supporting such offenses.

A notable increase in assaultive crimes was observed, 103 in September of 2020 compared to 68 in 2019; a 51% increase. Of the incidents in 2020, approximately 70 involved a domestic relationship between the victim and suspect.

Public Safety – Quality Service – Strong Communities
Serving Washtenaw County since 1823



WASHTENAW COUNTY OFFICE OF THE SHERIFF



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SHERIFF

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MARK A. PTASZEK
UNDERSHERIFF

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. From a year to date perspective, comparing 2020 to the same period in 2019, our juvenile offenses and complaints are down 19.6% (from 188 to 151) and our runaway complaints are up 100%, 3 in September 2019 compared to 6 in September 2020.

COMMUNITY ACTION TEAM

The purpose of the Community Action Team (CAT) is to respond to situations involving or with a nexus of drugs, guns or violence. The team focuses on the timely assessment and response to tips they receive from our community and community problems identified through crime pattern analysis.

CAT collaboration with the Michigan Department of Corrections in reference to parole compliance contributes to effective monitoring and management of parolees who live in our community. Timely and efficient response to tips regarding parolee misconduct combined with regular unannounced home visits are expected by the parolees that reside in Ypsilanti Township and surrounding areas.

For any violent crime tips related to guns, gang activity or violence in general please call 734-661-9034.

WASHTENAW ALERT (EVERBRIDGE)

As a reminder for residents they can sign up for "Up-to-the-minute updates" from the Washtenaw County Sheriff's Office by email or cell phone at www.washtenaw.org/alerts

HOUSE WATCH

If you plan on being gone for a period of time sign your house up for house checks. The house watch form can be found at: <https://www.washtenaw.org/1743/House-Watch>

NEW FACES

The Sheriff's Office is hiring! We continue to hire highly qualified, motivated and diverse people that are committed to pursuing our mission: Creating public safety, providing quality service, and building strong and sustainable communities.

If you are interested in joining us in serving your community in Police Services, Corrections, Communications, Emergency Services or Community Corrections please check us out at: <https://www.washtenaw.org/1124/Sheriff>

We have rewarding career opportunities available for those seeking a profession with a greater purpose.

*Public Safety – Quality Service – Strong Communities
Serving Washtenaw County since 1823*

September 2020 Ypsilanti Twp Monthly Call Report (WD)

City: Ypsilanti Twp-YPT



Search Criteria: (This report counts for offenses but excludes UCR status of 'Unfounded'.)

Month:	September
Year:	2020
City:	Ypsilanti Twp-YPT

September 2020 Ypsilanti Twp Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		----- All Offenses that were Attempted or Completed -----						A R R E S T S -----					
CLASS	Description	Sep/2020	Sep/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Sep/2020	YTD	Sep/2020	YTD	Sep	YTD
09001	MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY)	0	0	0%	3	2	50%	0	2	0	0	0	2
09002	NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY)	0	1	-100%	0	1	-100%	0	0	0	0	0	0
10001	KIDNAPPING/ABDUCTION	0	1	-100%	3	3	0%	0	1	0	0	0	1
10002	PARENTAL KIDNAPPING	0	1	-100%	0	3	-100%	0	0	0	0	0	0
11001	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE	3	0	0%	15	24	-37.5%	0	1	0	0	0	1
11002	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE	2	0	0%	4	5	-20%	0	0	0	0	0	0
11003	SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE	2	1	100%	6	7	-14.2%	0	0	0	0	0	0
11004	SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE	1	1	0%	5	2	150%	0	0	0	0	0	0
11005	SEXUAL PENETRATION OBJECT -CSC 1ST DEGREE	0	0	0%	0	1	-100%	0	0	0	0	0	0
11006	SEXUAL PENETRATION OBJECT -CSC 3RD DEGREE	0	0	0%	1	0	0%	0	0	0	0	0	0
11007	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE	1	1	0%	5	10	-50%	1	1	0	0	1	1
11008	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE	2	0	0%	10	8	25%	0	0	0	0	0	0
12000	ROBBERY	5	1	400%	35	37	-5.40%	1	3	0	0	1	3
12001	ROBBERY	0	0	0%	2	2	0%	0	1	0	2	0	3
13001	NONAGGRAVATED ASSAULT	56	38	47.36%	388	366	6.010%	13	130	1	2	14	132
13002	AGGRAVATED/FELONIOUS ASSAULT	37	19	94.73%	279	213	30.98%	11	120	0	3	11	123
13003	INTIMIDATION/STALKING	4	7	-42.8%	40	61	-34.4%	0	6	0	0	0	6
20000	ARSON	0	0	0%	6	3	100%	0	0	0	0	0	0
21000	EXTORTION	1	2	-50%	2	3	-33.3%	0	0	0	0	0	0
22001	BURGLARY -FORCED ENTRY	8	10	-20%	87	113	-23.0%	1	21	0	3	1	24

September 2020 Ypsilanti Twp Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		----- All Offenses that were Attempted or Completed -----						A R R E S T S -----					
CLASS	Description	Sep/2020	Sep/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Sep/2020	YTD	Sep/2020	YTD	Sep	YTD
22002	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)	1	3	-66.6%	18	23	-21.7%	0	1	0	0	0	1
23001	LARCENY -POCKETPICKING	0	0	0%	2	2	0%	0	0	0	0	0	0
23002	LARCENY -PURSESNAATCHING	0	0	0%	6	2	200%	0	0	0	0	0	0
23003	LARCENY -THEFT FROM BUILDING	11	8	37.5%	103	98	5.102%	0	5	0	1	0	6
23004	LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE	0	0	0%	0	12	-100%	0	0	0	0	0	0
23005	LARCENY -THEFT FROM MOTOR VEHICLE	22	32	-31.2%	175	300	-41.6%	0	2	0	0	0	2
23006	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES	1	5	-80%	16	40	-60%	0	0	0	0	0	0
23007	LARCENY -OTHER	10	11	-9.09%	69	91	-24.1%	0	2	0	0	0	2
24001	MOTOR VEHICLE THEFT	9	18	-50%	88	94	-6.38%	0	5	0	1	0	6
24002	MOTOR VEHICLE, AS STOLEN PROPERTY	4	0	0%	17	17	0%	3	11	0	0	3	11
24003	MOTOR VEHICLE FRAUD	0	0	0%	3	1	200%	0	1	0	0	0	1
25000	FORGERY/COUNTERFEITING	2	1	100%	27	15	80%	1	1	0	0	1	1
26001	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	8	6	33.33%	66	59	11.86%	0	0	0	0	0	0
26002	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE	7	12	-41.6%	60	71	-15.4%	0	1	0	0	0	1
26004	FRAUD -WELFARE FRAUD	0	0	0%	1	0	0%	0	0	0	0	0	0
26005	FRAUD -WIRE FRAUD	1	0	0%	12	10	20%	0	0	0	0	0	0
26007	FRAUD - IDENTITY THEFT	3	4	-25%	47	40	17.5%	0	0	0	0	0	0
26008	FRAUD - HACKING/COMPUTER INVASION	0	0	0%	0	1	-100%	0	0	0	0	0	0
27000	EMBEZZLEMENT	1	1	0%	15	11	36.36%	0	0	0	0	0	0
28000	STOLEN PROPERTY	1	6	-83.3%	11	36	-69.4%	0	9	0	0	0	9
29000	DAMAGE TO PROPERTY	28	25	12%	256	241	6.224%	0	12	0	2	0	14
30001	RETAIL FRAUD -MISREPRESENTATION	0	4	-100%	11	11	0%	0	0	0	0	0	0

September 2020 Ypsilanti Twp Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		----- All Offenses that were Attempted or Completed -----						A R R E S T S -----					
CLASS	Description	Sep/2020	Sep/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Sep/2020	YTD	Sep/2020	YTD	Sep	YTD
30002	RETAIL FRAUD -THEFT	10	21	-52.3%	88	111	-20.7%	1	9	0	1	1	10
30003	RETAIL FRAUD -REFUND/EXCHANGE	0	0	0%	0	1	-100%	0	0	0	0	0	0
35001	VIOLATION OF CONTROLLED SUBSTANCE ACT	6	7	-14.2%	62	47	31.91%	1	19	0	0	1	19
35002	NARCOTIC EQUIPMENT VIOLATIONS	5	5	0%	31	22	40.90%	3	6	0	0	3	6
37000	OBSCENITY	1	1	0%	5	2	150%	0	0	0	0	0	0
52001	WEAPONS OFFENSE- CONCEALED	3	5	-40%	39	24	62.5%	1	18	1	1	2	19
52003	WEAPONS OFFENSE -OTHER	8	3	166.6%	34	17	100%	1	4	0	0	1	4
72000	ANIMAL CRUELTY	0	4	-100%	7	21	-66.6%	0	0	0	0	0	0
Group A Totals		264	265	-0.37%	2160	2284	-5.42%	38	392	2	16	40	408
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT)	1	0	0%	4	6	-33.3%	0	0	0	0	0	0
26006	FRAUD -BAD CHECKS	0	1	-100%	9	13	-30.7%	1	1	0	0	1	1
36003	PEEPING TOM	0	1	-100%	0	1	-100%	0	0	0	0	0	0
36004	SEX OFFENSE -OTHER	0	0	0%	5	6	-16.6%	0	0	0	0	0	0
38001	FAMILY -ABUSE/NEGLECT NONVIOLENT	6	2	200%	40	28	42.85%	0	1	0	0	0	1
38003	FAMILY -OTHER	0	0	0%	1	0	0%	0	0	0	0	0	0
41002	LIQUOR VIOLATIONS -OTHER	1	2	-50%	13	11	18.18%	0	3	0	0	0	3
42000	DRUNKENNESS	0	0	0%	1	1	0%	0	0	0	0	0	0
48000	OBSTRUCTING POLICE	13	5	160%	96	73	31.50%	1	18	0	0	1	18
49000	ESCAPE/FLIGHT	1	0	0%	3	2	50%	1	2	0	0	1	2
50000	OBSTRUCTING JUSTICE	17	15	13.33%	116	121	-4.13%	5	19	0	0	5	19
53001	DISORDERLY CONDUCT	1	1	0%	18	16	12.5%	0	2	0	0	0	2
53002	PUBLIC PEACE -OTHER	0	1	-100%	1	3	-66.6%	0	0	0	0	0	0
54001	HIT and RUN MOTOR VEHICLE ACCIDENT	0	2	-100%	16	35	-54.2%	0	1	0	0	0	1
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	14	23	-39.1%	122	171	-28.6%	11	80	0	0	11	80
55000	HEALTH AND SAFETY	0	1	-100%	10	18	-44.4%	0	0	0	0	0	0

September 2020 Ypsilanti Twp Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		----- All Offenses that were Attempted or Completed -----						A R R E S T S -----					
CLASS	Description	Sep/2020	Sep/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Sep/2020	YTD	Sep/2020	YTD	Sep	YTD
57001	TRESPASS	1	3	-66.6%	28	10	180%	0	3	0	0	0	3
58000	SMUGGLING	0	0	0%	2	2	0%	0	0	0	0	0	0
70000	JUVENILE RUNAWAY	6	3	100%	36	46	-21.7%	0	0	0	0	0	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	3	0	0%	59	21	180.9%	0	0	0	0	0	0
75000	SOLICITATION	0	1	-100%	0	1	-100%	0	0	0	0	0	0
Group B Totals		64	61	4.918%	580	585	-0.85%	19	130	0	0	19	130
2800	JUVENILE OFFENSES AND COMPLAINTS	14	26	-46.1%	151	188	-19.6%	0	0	0	0	0	0
2900	TRAFFIC OFFENSES	23	24	-4.16%	207	219	-5.47%	1	4	0	0	1	4
3000	WARRANTS	35	41	-14.6%	320	456	-29.8%	30	229	0	4	30	233
3100	TRAFFIC CRASHES	83	107	-22.4%	773	966	-19.9%	0	0	0	0	0	0
3200	SICK / INJURY COMPLAINT	159	180	-11.6%	1473	1464	0.614%	0	0	0	0	0	0
3300	MISCELLANEOUS COMPLAINTS	779	841	-7.37%	6642	6484	2.436%	0	0	0	0	0	0
3400	WATERCRAFT COMPLAINTS / ACCIDENTS	0	1	-100%	4	8	-50%	0	0	0	0	0	0
3500	NON - CRIMINAL COMPLAINTS	805	757	6.340%	8307	7166	15.92%	1	2	0	3	1	5
3700	MISCELLANEOUS TRAFFIC COMPLAINTS	917	999	-8.20%	6023	8555	-29.5%	0	2	0	0	0	2
3800	ANIMAL COMPLAINTS	53	61	-13.1%	497	629	-20.9%	0	0	0	0	0	0
3900	ALARMS	102	152	-32.8%	1168	1455	-19.7%	0	0	0	0	0	0
Group C Totals		2970	3189	-6.86%	25565	27590	-7.33%	32	237	0	7	32	244
4000	HAZARDOUS TRAFFIC CITATIONS / WARNINGS	1	12	-91.6%	10	33	-69.6%	0	0	0	0	0	0
4100	NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS	0	0	0%	1	2	-50%	0	0	0	0	0	0
4200	PARKING CITATIONS	0	0	0%	9	14	-35.7%	0	0	0	0	0	0
4300	LICENSE / TITLE / REGISTRATION CITATIONS	0	2	-100%	7	10	-30%	0	0	0	0	0	0
4500	MISCELLANEOUS A THROUGH UUUU	7	16	-56.2%	140	106	32.07%	0	0	0	0	0	0
4900	TRAFFIC WARNINGS	0	0	0%	0	2	-100%	0	0	0	0	0	0
Group D Totals		8	30	-73.3%	167	167	0%	0	0	0	0	0	0

September 2020 Ypsilanti Twp Monthly Call Report (WD)

City:Ypsilanti Twp-YPT

		----- All Offenses that were Attempted or Completed -----						A R R E S T S -----					
CLASS	Description	Sep/2020	Sep/2019	% CHG	YTD 2020	YTD 2019	% CHG	ADULT		JUV		Total	
								Sep/2020	YTD	Sep/2020	YTD	Sep	YTD
5000	FIRE CLASSIFICATIONS	0	0	0%	4	4	0%	0	0	0	0	0	0
5100	18A STATE CODE FIRE CLASSIFICATIONS	1	0	0%	9	8	12.5%	0	0	0	0	0	0
Group E Totals		1	0	0%	13	12	8.333%	0	0	0	0	0	0
6000	MISCELLANEOUS ACTIVITIES (6000)	30	52	-42.3%	316	505	-37.4%	0	0	0	0	0	0
6100	MISCELLANEOUS ACTIVITIES (6100)	127	137	-7.29%	1050	1131	-7.16%	0	0	0	0	0	0
6300	CANINE ACTIVITIES	4	5	-20%	54	64	-15.6%	0	0	0	0	0	0
6500	CRIME PREVENTION ACTIVITIES	1	16	-93.7%	50	89	-43.8%	0	0	0	0	0	0
6600	COURT / WARRANT ACTIVITIES	5	0	0%	8	8	0%	0	0	0	0	0	0
6700	INVESTIGATIVE ACTIVITIES	29	22	31.81%	205	139	47.48%	0	0	0	0	0	0
Group F Totals		196	232	-15.5%	1683	1936	-13.0%	0	0	0	0	0	0
City : Ypsilanti Twp Totals		3503	3777	-7.25%	30168	32574	-7.38%	89	759	2	23	91	782



YPSILANTI TOWNSHIP MONTHLY POLICE SERVICES DATA September 2020

JERRY L. CLAYTON
SHERIFF

Incidents	Month 2020	Month 2019	% Change	YTD 2020	YTD 2019	% Change
Traffic Stops	822	857	-4%	5129	7437	-31%
Citations	416	759	-45%	3375	4390	-23%
Drunk Driving (OWI)	11	22	-50%	85	105	-19%
Drugged Driving (OUID)	2	1	100%	26	36	-28%
Calls for Service Total	3364	3613	-7%	28129	31135	-10%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	2203	2399	-8%	19732	20431	-3%
Robberies	5	1	400%	36	39	-8%
Assaultive Crimes	103	68	51%	699	651	7%
Home Invasions	7	9	-22%	86	98	-12%
Breaking and Entering's	2	4	-50%	19	38	-50%
Larcenies	44	56	-21%	370	548	-32%
Vehicle Thefts	13	18	-28%	104	90	16%
Traffic Crashes	71	73	-3%	626	801	-22%
Medical Assists	55	60	-8%	548	564	-3%
Animal Complaints <i>(ACO Response)</i>	26	21	24%	171	388	-56%
In/Out of Area Time	Month	YTD	+ = Positive Change - = Negative Change			
	<i>(minutes)</i>	<i>(minutes)</i>				
Into Area Time	1934	17982				
Out of Area Time	5692	40490				
Investigative Ops (DB)	29080	330372				
Secondary Road Patrol	1282	11590				
County Wide	1740	30756				
	Hours Accum.	Hours Used	Balance			
Banked Hours						



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, OCTOBER 20, 2020

5:00pm

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

1. BUDGET REVIEW
 - FUND 226 – ENVIRONMENTAL
 - FUND 230 – RECREATION
 - FUND 236 – 14B COURT
 - FUND 584 – GOLF
 - FUND 250 – LDFA
 - FUND 398 – GENERAL OBLIGATION

2. AGENDA REVIEWSUPERVISOR STUMBO

3. OTHER DISCUSSION BOARD MEMBERS

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



Charter Township of Ypsilanti
SUPERVISOR'S OFFICE
7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481.0617
Fax: (734) 484.0002
www.ytown.org

TO: Karen Lovejoy Roe, Clerk
Lisa Stanfield, Deputy Clerk

FROM: Deborah Graham, Deputy Supervisor

DATE: October 8, 2020

RE: Request to place draft budget discussion on October 20, 2020 Work Session agenda at 5:00 p.m.

Listed below are the draft budgets we will be reviewing:

- Fund 226 – Environmental
- Fund 230 – Recreation
- Fund 236 - 14B Court
- Fund 584 – Golf

Please place this on the October 20, 2020 Work Session agenda.

If you have any questions, please let us know.

Attachment

cc: Brenda Stumbo, Supervisor
Javonna Neel, Accounting Director
Michael Hoffmeister, Residential Services Director
Angela Verges, Director Parks and Recreation
Mark Nelson, 14B Court
Tim Smith/Kirk Sherwood, Golf Course

NARRATIVE

Fund 226 – Environmental Services

Revenues

Line Item	Explanation
226-000-000-403-000 – Current Property Taxes	Reflects revenues from taxes that are collected, this revenue estimate is based on taxable values and projected adjustments from Board of Review, Michigan Tax Tribunal and other state approved assessment reductions like Industrial Facilities exemptions and Renaissance Zones.
226-000-000-403-001 – ESA (Essential Services Assessment) Reimbursement Operating	Revenue from 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.
226-000-000-642-000 – Sale of Recycle Bins	Revenue from sale of recycle bins. This line may go away depending on the new solid waste and recycling contract. No changes for 2021 currently.
226-000-000-642-001 – Sale of Trash Pickup Stickers	Revenue from sale of trash stickers. This line currently going away due to the summer 2020 solid waste bidding process.
226-000-000-664-001 – Interest Earned	Interest earned on bank accounts. Figures provided by the Accounting Director.
226-000-000-699-000 – Appropriated Prior Year Balance	Amount needed from Fund Balance for operating expenses in 2021.

Expenditures

Line Item	Explanation
226-226-000-705-000 – Salary-Supervision	Salary for the Residential Services Director. No increase is budgeted for 2021 since revenues are uncertain at this time.
226-226-000-706-000 – Salary-Permanent Wages	Salaries for 75% of two (2) Floater II/Clerk III positions, and 50% of a Mechanic, all AFSCME positions. No increase is budgeted for 2021 since revenues are uncertain at this time and contract negotiations begin later this year. Decrease is due to a vacant equipment operator position we are not filling.
226-226-000-707-000 – Salary-Temporary/Seasonal	Eliminated services for 2021. After bidding out for recycling and trash, the revenues and expenditures will not cover cost of chipping services.
226-226-000-708-010 – Health Insurance Buyout	Health insurance buyout for employees who receive health insurance through another source.
226-226-000-709-000 – Regular Overtime	Overtime expenses for the department. Based on expenditures to date, no change for 2021.
226-226-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
226-226-000-719-000 – Health Insurance	We received our renewal rates for 2021, they decreased by -0.51% from the current 2020 rates.
226-226-000-719-001 – Sick & Accident	Our rates for disability insurance are \$381.96/year for each non-fire department employee and are good through September 2021. No increase is budgeted at this time. Figures provided by Human Resources.

Line Item	Explanation
226-226-000-719-003 – Employee Paid Health Contra	Amount employees pay toward health care coverage.
226-226-000-719-015 – Dental Benefits	There will be no increase in dental rates in 2021. Two year reduction guaranteed until 12/31/2021. Decrease due to an employee who moved to another department.
226-226-000-719-016 – Vision Benefits	We received our renewal rates for 2021, they increased by 15% from the current 2020 rates.
226-226-000-719-020 – Health Care Deduction	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. Decrease due to an employee who moved to another department.
226-226-000-719-021 – Admin Fee – Health Deductible	The card used to pay the health care deductibles is administered by Clarity Benefits. Decrease due to an employee who moved to another department.
226-226-000-720-000 – Life Insurance	Our rates for life insurance are \$226.80/year for each non-fire department employee and are good through September 2021. No increase is budgeted at this time. 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	Cost of unemployment. No changes recommended for 2021.
226-226-000-726-000 – Recycle Bins – New Homeowner	Cost to purchase new recycle bins for new homeowners. This line item may go away depending on the new solid waste and recycling contract. No changes for 2021 at this time.

Line Item	Explanation
226-226-000-726-001 – Stickers for Trash Pick Up	Cost to purchase trash stickers. This line item has been decreased to \$0 due to Waste Management contract the township is no longer selling stickers.
226-226-000-727-000 – Office Supplies	Expenses related to office supplies. No change for 2021.
226-226-000-730-000 - Postage	Used for a portion of the cost of the annual mailing of the helpful handbook. Increase is due to seasonal community newsletter for 2021.
226-226-000-741-000 – Boot Reimb & Uniforms Purchase	Expenses related to boot reimbursement and uniform purchases. No changes for 2021.
226-226-000-757-000 – Operating Supplies	Cost to purchase safety equipment used for chipping. No changes for 2021.
226-226-000-760-000 – PPE & First Aid Supplies	Covers all PPE, first aid supplies, and other supplies required by OSHA.
226-226-000-776-000 – Maintenance Supplies	Cost of maintenance supplies. No changes for 2021.
226-226-000-800-001 – Administration Fees	Figures provided by the Accounting Director.
226-226-000-804-000 – Contractual/Rolloff Disposal	Cost of trash dumpsters throughout the Township per the new solid waste contract. Slight increase for 2021.
226-226-000-804-001 – Contractual/Rubbish Pick Up	Covers the per unit fee, \$8.00, paid to Waste Management for curbside pickup. This rate is per the new contract bid in the summer of 2020. 4% increase 2022-2025.
226-226-000-804-003 – Contractual/Yard Waste Pick Up	Covers the per unit fee, \$2.20, paid to Waste Management for curbside pickup. This rate is per the new contract bid in the summer of 2020. 4% increase 2022-2025.

Line Item	Explanation
226-226-000-804-004 – Twp Disposal Fee	Dumping fees for the Compost Site for the amount that would be charged for anyone dumping yard waste. This represents the dumping of residents via Waste Management.
226-226-000-804-006 – Recycling Disposal	Cost of dumping recyclables from the Compost Site to Great Lakes. No change for 2021.
226-226-000-804-007 – Recycling Pick Up Curbside	Covers the per resident fee, \$2.65 paid to Waste Management for recycling pickup. This rate is per the new contract bid in the summer of 2020. 4% increase 2022-2025.
226-226-000-804-008 – Curbside Recycling Disposal	Per ton fee paid for recycling collected at residential homes by Waste Management. Dependent on the market for recyclables and contamination rates. Increase per the new contract bid in summer of 2020.
226-226-000-818-017 – Tire Shredding/Contract Services	Fees paid to scrap tires that are dumped in the Township. No changes for 2021.
226-226-000-867-000 – Gas & Oil	WEX/FUEL CLOUD usage for the fuel used by Chipper Trucks. No changes in 2021. Decrease amount due to non-usage of chipper trucks and services.
226-226-000-867-200 – Gas & Oil - YCUA	Cost of fuel used from YCUA facility. No changes for 2021.
226-226-000-867-300 – Fuel Surcharge-Curbside	Contractual charge from Waste Management for fuel costs. Decrease for 2021 based on current expenditures.
226-226-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
226-226-000-876-003 – OPEB Funding-Retiree Health	Figures provided by the Accounting Director.

Line Item	Explanation
226-226-000-876-100 – Retirement Health Care Savings	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. Decrease due to employee who moved to another department.
226-226-000-900-000 - Publishing	Final year of contract with Allegra for Helpful Handbook. Accounts for any price increases and hope to provide quarterly magazine.
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	Removed in 2020.
226-226-000-920-009 – Utilities Maintenance Heating	Removed in 2020.
226-226-000-933-000 – Equipment Maintenance	Cost to repair chippers. No changes for 2021.
226-226-000-939-000 – Auto Maintenance	Cost of annual inspections and fees for trucks and chipping vehicles. No changes for 2021.
226-226-000-939-031 – Motorpool-Miscellaneous Repair	Motorpool charges for the department. Figures provided by the Accounting Director.
226-226-000-943-000 – Motorpool Lease/Maintenance	Motorpool charges for the department. Figures provided by the Accounting Director.
226-226-000-956-000 - Miscellaneous	Random drug screenings, medical cards, CDL licenses and other small items. No changes for 2021.
226-226-000-960-000 – Education and Training	Education for residents on recycling, chipping or other programs. No changes for 2021.

10/02/2020

10/06/2020

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2020

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GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
Dept 000.000							
226-000.000-403.000	CURRENT PROPERTY TAXES	2,526,460	2,685,337	2,792,722	2,792,722	2,894,944	2,966,361
226-000.000-403.001	ESA REIMBURSEMENT OP	2,641	9,363			9,608	
226-000.000-403.002	CUR PROPERTY TAX ADJUSTMENTS	2,866	(1,825)				
226-000.000-417.000	DELINQUENT PERS.PROPERTY TAXE	5,226	1,310				
226-000.000-642.000	SALE OF RECYCLING BINS	1,955	1,485	2,500	2,500	830	2,500
226-000.000-642.001	SALE OF TRASH PICKUP STICKERS	7,604	9,389	7,000	7,000	8,462	
226-000.000-642.002	SALE OF WHITE GOOD STICKERS		351				
226-000.000-664.001	INTEREST EARNED	19,656	23,053	15,000	15,000	2,867	2,000
226-000.000-673.002	SALES OF FIXED ASSETS-EQUIP.	650					
226-000.000-694.001	OTHER INCOME-MISCELLANEOUS	8,000	9,500			9,515	
226-000.000-694.004	INSURANCE REIMBURSEMENTS	686	1,042			448	
226-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.			133,299	439,249		238,628
NET OF REVENUES/APPROPRIATIONS - 000.000 -		2,575,744	2,739,005	2,950,521	3,256,471	2,926,674	3,209,489

10/06/2020

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2020



GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
Dept 226.000 - ENVIRONMENTAL							
226-226.000-705.000	SALARY - SUPERVISION	43,549	20,673	87,075	87,075	61,370	87,075
226-226.000-706.000	SALARY - PERMANENT WAGES	112,659	135,418	149,197	149,197	86,058	100,360
226-226.000-707.000	SALARY - TEMPORARY/SEASONAL	39,289	23,355	35,000	35,000	9,991	
226-226.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	1,298					
226-226.000-708.010	HEALTH INS BUYOUT	3,750	2,250	2,250	2,250	1,125	2,250
226-226.000-709.000	REG OVERTIME	3,464	961	2,000	2,000	918	2,000
226-226.000-715.000	F.I.C.A./MEDICARE	12,028	12,208	18,907	18,907	11,206	15,171
226-226.000-719.000	HEALTH INSURANCE	25,536	33,480	68,252	68,252	57,055	42,413
226-226.000-719.001	SICK AND ACCIDENT	1,376	1,241	1,201	1,201	1,273	1,105
226-226.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(1,819)	(2,381)	(4,650)	(4,650)		(2,850)
226-226.000-719.015	DENTAL BENEFITS	2,293	2,369	4,053	4,053	3,154	2,442
226-226.000-719.016	VISION BENEFITS	561	775	955	955	806	707
226-226.000-719.020	HEALTH CARE DEDUCTION	2,899	3,234	16,809	16,809	2,279	9,634
226-226.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	137	168	293	293	156	176
226-226.000-720.000	LIFE INSURANCE	627	737	907	907	756	680
226-226.000-723.000	DEFERRED COMPENSATION EMPLOYE	513	304	520	520	130	455
226-226.000-724.001	UNEMPLOYMENT EXPENSE			2,000	2,000		2,000
226-226.000-726.000	RECYCLE BINS NEW HOMEOWNERS		523	1,500	1,500	608	1,500
226-226.000-726.001	STICKERS FOR TRASH PICK-UP	6,784	5,981	6,000	6,000	5,250	
226-226.000-727.000	OFFICE SUPPLIES	1,316	788	1,000	1,000	31	1,000
226-226.000-730.000	POSTAGE	7,334	5,469	9,000	9,000	9,064	12,000
226-226.000-741.000	BOOT REIMB & UNIFORMS PURCHASE	225	880	1,000	1,000	243	1,000
226-226.000-757.000	OPERATING SUPPLIES	978	700	1,300	1,300	151	1,300
226-226.000-760.000	PPE & FIRST AID SUPPLIES						250
226-226.000-776.000	MAINTENANCE SUPPLIES		139	500	500		500
226-226.000-800.001	ADMINISTRATION FEES	22,836	21,659	21,659	21,659	16,122	22,405
226-226.000-804.000	CONTRACTUAL/ROLLOFF DISPOSAL	17,338	17,940	16,706	16,706	11,590	17,541
226-226.000-804.001	CONTRACTUAL/RUBBISH PICKUP	1,266,578	1,275,813	1,275,750	1,455,750	907,651	1,465,647
226-226.000-804.003	CONTRACTUAL/YARDWASTE PICKUP	366,814	376,966	384,750	398,700	251,843	403,053
226-226.000-804.004	TWP DISPOSAL FEE	159,644	197,239	165,000	165,000	150,326	169,950
226-226.000-804.006	RECYCLING DISPOSAL	11,113	9,395	12,000	12,000	6,286	12,000
226-226.000-804.007	RECYCLING PICK-UP CURBSIDE	334,332	369,742	374,625	416,680	249,634	486,656
226-226.000-804.008	CURBSIDE RECYCLING DISPOSAL	146,107	168,286	140,000	177,000	49,955	206,040
226-226.000-818.000	CONTRACTUAL SERVICES				32,945	32,910	
226-226.000-818.017	SHREDDING - TIRES & PAPER	1,440	1,377	1,500	1,500	650	1,500
226-226.000-867.000	GAS & OIL	3,080	786	4,000	4,000	928	2,000
226-226.000-867.200	GAS & OIL - YCUA	5,577	7,161	5,500	5,500	651	5,500

10/06/2020

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2020



GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
226-226.000-867.300	FUEL SURCHARGE-CURBSIDE	26,349	17,177	25,000	25,000	(2,132)	20,000
226-226.000-876.000	RETIREMENT/MERS	30,363	17,254	21,809	21,809	15,130	22,366
226-226.000-876.003	OPEB FUNDING- RETIREE HEALTH	15,820	20,647	19,762	19,762	19,762	19,091
226-226.000-876.100	RETIREMENT HEALTH CARE SAVINGS	729	1,938	4,225	4,225	1,850	2,925
226-226.000-900.000	PUBLISHING	4,897	22,374	22,575	22,575	22,500	25,000
226-226.000-913.000	INSURANCE & BONDS FLEET	6,551	6,517	6,841	6,841	5,347	7,565
226-226.000-917.000	WORKERS COMPENSATION INSURANC	5,793	5,457	6,004	6,004	3,751	6,397
226-226.000-920.005	UTILITIES LIGHT	1,205	731				
226-226.000-920.009	UTILITIES MAINTENANCE HEATING	634	1,335				
226-226.000-933.000	EQUIPMENT MAINTENANCE	2,839	3,874	6,000	6,000	60	6,000
226-226.000-939.000	AUTO MAINTENANCE	653	6,492	7,000	7,000	745	7,000
226-226.000-939.031	MOTORPOOL-MISC REPAIR			2,500	2,500		2,500
226-226.000-943.000	MOTORPOOL LEASE/MAINTENANCE	5,536	10,284	11,746	11,746	8,218	6,685
226-226.000-956.000	MISCELLANEOUS	347	174	500	500	488	500
226-226.000-960.000	EDUCATION AND TRAINING		741	10,000	10,000	4,227	10,000
226-226.000-971.001	CAPITAL OUTLAY - OTHER		57,323				
226-226.000-977.000	EQUIPMENT		4,274				
NET OF REVENUES/APPROPRIATIONS - 226.000 - ENVIRONMENTAL		(2,701,372)	(2,872,228)	(2,950,521)	(3,256,471)	(2,010,116)	(3,209,489)
ESTIMATED REVENUES - FUND 226		2,575,744	2,739,005	2,950,521	3,256,471	2,926,674	3,209,489
APPROPRIATIONS - FUND 226		2,701,372	2,872,228	2,950,521	3,256,471	2,010,116	3,209,489
NET OF REVENUES/APPROPRIATIONS - FUND 226		(125,628)	(133,223)			916,558	

NARRATIVE

Fund 230 – Recreation 2020

Revenues

Line Item	Explanation
230-000-000-529-000 – Federal Grants-Other	Revenues received for Senior Nutrition Grant Program. This is a Federal Program through the County. On average we serve 500 meals monthly.
230-000-000-630-000 – Recreation/Adult Sports	Revenues generated from adult sports programs (racquetball, softball, soccer, tennis). No change in the budget for 2021.
230-000-000-631-000 – Recreation/Youth Sports	Revenues generated from youth sports programs (t-ball, coach pitch, baseball, softball, basketball, soccer, tennis, gymnastics, flag football, sports camps, Start Smart pre-school age sports programs and karate). Slight decrease in the amount of \$1,880 for 2021.
230-000-000-632-000 – Recreation/Dance	Revenues generated from youth & adult dance and fitness classes (Yoga, Zumba, Mr. Smooth Ballroom). Slight decrease for 2021.
230-000-000-635-000 – Recreation/Senior Citizen Dues	Revenues generated from annual “50 & Beyond” member dues (individual & family memberships offered). This projection is slightly lower than 2020, due to COVID-19. Some members have said they will not return until a vaccine for the virus is developed.

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, Rosie show, Trunk or Treat, etc.) No change for 2021.
230-000-000-637-000 – Recreation/Sr. Citizen Activity Fees	Revenues generated from “50 & Beyond” programs, travel, and special events (Daddy Daughter, Christmas Lunch etc). No change for 2021.
230-000-000-638-000 - Miscellaneous	Non-program revenues such as donations. Revenue for this line item will be lower than past years, due to the creation of a new line item (Food & Beverage) for concessions sales. This line item used to include commission from vending sales.
230-000-000-639-000 – Building/Field Rental	Revenues generated from room & gym rentals, as well as from outdoor field & court rental and WCC room usage. No change for 2021.
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. Decrease budgeted for 2021 due to Covid-19. Revenues are uncertain at this time.
230-000-000-641-002 – Ford Lake Shelter Rent	Revenues generated from park shelter rentals. No change for 2021.
230-000-000-650-005 – Sale of Food and Beverage	Sale of snacks and beverages. Recommend \$2,500 be budgeted for 2021.
230-000-000-664-001 – Interest Earned	Interest earned from the Recreation Fund.

Line Item	Explanation
230-000-000-675-006 – Senior Grant Private Grantor	Created for a one-time grant received for the 50 & Beyond Program. It has not been determined that we will receive this again in 2021.
230-000-000-675-008 – Contributions – Art in the Park & Rosie the Riviter	This line item was created for future donations to our collaborative community art projects. We did not use this line item in 2020.
230-000-000-694-004 – Misc. Revenue-Insurance Reimb	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: BSRll Fund	Funds from this fund are transferred into the Recreation Fund budget to support the expenditure side of the budget. This year, we are requesting \$501,145.

Expenditures

Line Item	Explanation
230-751-000-705-000 – Salary-Supervision	Salary of Recreation Services Manager. No increase is budgeted for 2021 since revenues are uncertain at this time.
230-751-000-706-000 – Salary-Permanent Wages	Salaries of Senior Citizen Coordinator, Recreation Supervisor, Floater II/Clerk III and three Building Attendant positions. No increase is budgeted for 2021 since revenues are uncertain at this time and contract negotiations begin later this year. Increase due to changes in job classifications and step increases.
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. Slight decrease for 2021.
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 4-6 employees ranging \$10 to \$13 per hour. No change for 2021.
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. This also includes instructor pay for Yoga and Zumba. No change for 2021.
230-751-000-707-775 – Salary-Temporary Ford Lake Park	Includes Park Rangers & Park Attendants. Usually 14 to 17 employees ranging \$10 to \$14 per hour. Requesting an increase in this line item for 2021, in anticipation of an increase in minimum wage. Increasing wage from \$9.50 to \$10 and from \$13 to \$14 as highest wage.

Line Item	Explanation
230-751-000-708-010 – Health Insurance Buyout	Health insurance buyout for employees who receive health insurance through another source.
230-751-000-709-000 – Regular Overtime	Overtime costs for the department. No change for 2021.
230-751-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
230-751-000-719-000 – Health Insurance	We received our renewal rates for 2021, they decreased by -0.51% from the current 2020 rates.
230-751-000-719-001 – Sick & Accident	Our rates for disability insurance are \$381.96/year for each employee and are good through September 2021. No increase is budgeted at this time. Figures provided by Human Resources.
230-751-000-719-003 – Employee Paid Health Contra	Amount employees pay toward health care coverage.
230-751-000-719-015 – Dental Benefits	We received our renewal rates for 2021, and they decreased by -0.51% from the current rates. A substantial decrease is shown due to employees within the department moving to different coverage options.
230-751-000-719-016 – Vision Benefits	We received our renewal rates for 2021, they increased by 15% from the current 2020 rates. A decrease is shown due to employees within the department moving to different coverage options.

Line Item	Explanation
230-751-000-719-020 – Health Care Deduction	Cost to fund Clarity Benefits card associated with 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 additional employee in the department receiving health care coverage.
230-751-000-719-021 – Admin Fees – Health Deductible	Cost to manage card used to pay health care deductibles, administered by Clarity Benefits.
230-751-000-720-000 – Life Insurance	Our rates for life insurance are \$226.80/year for each employee and are good through September 2021. No increase is budgeted at this time. Figures provided by Human Resources.
230-751-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
230-751-000-727-000 – Office Supplies	Cost of general office supplies, copy paper, notepads, mailing labels, etc. No change for 2021.
230-751-000-730-000 - Postage	This line item covers recreation department mailings.
230-751-000-740-000 – Operating Supplies	Cost of supplies and equipment needed to operate programs and services we offer.
230-751-000-740-100 – Rec Youth Sports Program Supplies	Supplies needed to operate our Youth Sports (including renting gym space). Also covers instructor pay for contractual classes (e.g. Karate, Tennis) Recreation. Slight decrease.
230-751-000-740-150 – Rec Adult Sports Supplies	Supplies needed to operate Adult Sports. No change for 2021.

Line Item	Explanation
230-751-000-740-200 – Rec Dance Programs	Supplies needed to operate Dance program (dance costumes, etc.). Also pays contractual Mr. Smooth Ballroom Dance and Yoga Instructor(s). No change for 2021.
230-751-000-740-400 – Rec Enrichment Programs	Supplies needed to operate Enrichment Programs (special events, classes etc.). Also covers instructor pay for contractual classes (e.g. Jump-a-Rama, Art classes). Slight decrease for 2021.
230-751-000-740-500 – Rec Senior Programs	Supplies needed to operate Senior Programs. Caterer for Christmas Luncheon comes from this line item. Slight decrease for 2021.
230-751-000-740-600 – Arts and Crafts Park Program	Cost of supplies for annual Rosie the Riveter Craft Show (DJ and other supplies). No change for 2021.
230-751-000-757-008 – Cost of Food and Beverage	Sale of snacks and beverage that replaced the vending machines. Recommend \$2,000 be budgeted for 2021.
230-751-000-757-775 – Operating Supplies – FLP	Supplies needed to operate parks (printing of daily & seasonal permits, shirts and ranger uniforms, office supplies, etc). Funds moved to 212 BSR II.
230-751-000-760-000 – PPE & First Aid Supplies	Covers all PPE, first aid supplies, and other supplies required by OSHA.
230-751-000-776-003 – Maint. Supplies-Community Ctr.	Cost of custodial supplies for Community Center. No change for 2021.
230-751-000-800-001 – Administration Fees	Figures provided by the Accounting Director.

Line Item	Explanation
230-751-000-818-000 – Contractual Services	Cost of sports officials who are not on our payroll, includes referees, umpires and art instruction (moved art instructor from payroll hours to contractual pay). No change for 2021.
230-751-000-818-002 – Contractual Services-Comm Ctr.	Costs for maintenance of the Community Center. No change for 2021.
230-751-000-850-000 - Telephone	Telephone usage at the Community Center. Slight decrease for 2021.
230-751-000-867-000 – Gas & Oil	Fueling for township bus, two ranger trucks, township van and Recreation Dept. vehicle. No change for 2021.
230-751-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
230-751-000-876-003 – OPEB Funding-Retiree Health	Figures provided by the Accounting Director.
230-751-000-876-100 – Retirement Health Care Savings	Amount placed into 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. Mailing of brochure advertising programs. We are planning to create a brochure that includes Recreation, Residential Services and Golf. Recommend increase to \$5,000 for 2021.
230-751-000-890-000 – Senior Nutrition Program	Senior Nutrition Program, reimbursed by a grant. No change for 2021.
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.

Line Item	Explanation
230-751-000-920-003 – Utilities-Community Center	Covers utilities at Community Center. No change for 2021.
230-751-000-931-003 – Repairs-Community Center	Cost of maintenance supplies & repairs at Community Center, including fixtures. No change for 2021.
230-751-000-931-021 – Non Recurring R&M-Comm Ctr.	Covers unexpected “one time” repairs throughout the year at the Community Center. No change for 2021.
230-751-000-933-001 – Maintenance Contracts	Maintenance agreement for copier through Ricoh. No change for 2021.
230-751-000-939-031 – Motorpool/Misc. Repair	Covers cost of vehicle repairs. Figures provided by Accounting Director.
230-751-000-943-000 – Motorpool Lease/Maintenance	Lease and maintenance cost of recreation department vehicle including Township senior bus, senior van, Ford Escape and two Ford trucks. Figures provided by Accounting Director.
230-751-000-957-000 – Bank Charges	Processing fees for accepting credit cards. The cost is built into our program fees. No change for 2021.
230-751-000-958-000 – Membership & Dues	Membership dues paid for staff, Park Commissioners and the department for the Michigan Recreation & Park Association. Slight increase for 2021.

8/12/2020

10/06/2020

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2020



GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
Fund 230 - RECREATION FUND							
Dept 000.000							
230-000.000-529.000	FEDERAL GRANTS - OTHER	16,000	16,000	16,000	16,000		16,000
230-000.000-540.000	COUNTY GRANT	4,319			3,000		
230-000.000-630.000	RECREATION/ADULT SPORTS	15,995	16,710	16,000	16,000	7,360	16,000
230-000.000-631.000	RECREATION/YOUTH SPORTS	67,955	58,125	69,880	69,880	15,082	68,000
230-000.000-632.000	RECREATION/DANCE	49,492	48,212	50,000	50,000	10,675	48,500
230-000.000-635.000	RECREATION/SENIOR CITIZEN DUE	11,496	11,503	11,500	11,500	4,452	11,000
230-000.000-636.000	RECREATION/OTHER ACTIVITIES	34,175	26,539	33,000	33,000	11,585	33,000
230-000.000-637.000	RECREATION/SR. CITZ. ACT. FEE	18,188	18,694	12,000	12,000	3,326	12,000
230-000.000-638.000	MISCELLANEOUS	893	1,365	700	700	225	200
230-000.000-639.000	BUILDING / FIELD RENTAL	39,770	57,699	40,000	40,000	26,074	35,000
230-000.000-641.001	FORD LAKE GATE FEES	44,605	47,088	50,000	50,000		50,000
230-000.000-641.002	FORD LAKE SHELTER RENT	6,534	6,108	7,000	7,000	4,304	7,000
230-000.000-650.005	SALES FOOD & BEVERAGE		249			938	2,500
230-000.000-664.001	INTEREST EARNED	989	1,908	600	600	253	
230-000.000-675.006	SENIOR GRANT- PRIVATE GRANTOR	24,820					
230-000.000-675.008	CONTRIBUTIONS - ROSIE & ART IN THE PARK		2,650				2,700
230-000.000-675.400	DONATIONS - SENIOR LUNCH		1,375			1,502	1,500
230-000.000-694.004	INSURANCE REIMBURSEMENTS	745	1,690			486	
230-000.000-697.212	TRANSFER IN: FROM BSR II FUND	470,000	475,000	468,519	468,519	250,000	491,470
NET OF REVENUES/APPROPRIATIONS - 000.000 -		805,976	790,915	775,199	778,199	336,262	794,870

Calculations as of 09/30/2020

GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
Dept 751.000 - RESIDENT SVCS: RECREATION							
230-751.000-705.000	SALARY - SUPERVISION	63,832	65,556	67,217	67,217	47,815	67,217
230-751.000-706.000	SALARY - PERMANENT WAGES	179,507	168,323	193,088	193,088	121,425	195,855
230-751.000-707.000	SALARY - TEMPORARY/SEASONAL	4,140	7,023	7,000	7,000	3,694	6,000
230-751.000-707.100	SALARY - TEMP PROGRAM STAFF	19,906	15,954	15,000	15,000	8,167	15,000
230-751.000-707.200	SALARY - TEMP DANCE STAFF	13,091	12,410	13,000	13,000	4,257	13,000
230-751.000-707.775	SALARY - TEMP. FORD LAKE PARK	39,527	41,479	48,000	48,000		50,000
230-751.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	7,705	13,338				
230-751.000-708.010	HEALTH INS BUYOUT	3,000	3,000	3,000	3,000		
230-751.000-709.000	REG OVERTIME	936	1,622	250	250	69	250
230-751.000-715.000	F.I.C.A./MEDICARE	19,527	19,718	20,162	20,162	12,950	20,144
230-751.000-719.000	HEALTH INSURANCE	77,631	84,116	66,964	66,964	79,862	75,400
230-751.000-719.001	SICK AND ACCIDENT	2,294	1,877	1,527	1,527	1,273	1,527
230-751.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(4,887)	(4,725)	(4,200)	(4,200)		(4,800)
230-751.000-719.015	DENTAL BENEFITS	5,583	5,361	4,562	4,562	3,668	2,597
230-751.000-719.016	VISION BENEFITS	1,257	1,254	1,033	1,033	776	905
230-751.000-719.020	HEALTH CARE DEDUCTION	11,342	8,847	17,745	17,745	6,574	20,720
230-751.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	331	362	270	270	184	312
230-751.000-720.000	LIFE INSURANCE	1,041	1,115	907	907	756	907
230-751.000-723.000	DEFERRED COMPENSATION EMPLOYE	1,094	1,111	832	832	255	832
230-751.000-727.000	OFFICE SUPPLIES	1,290	1,216	1,300	1,300	649	1,300
230-751.000-730.000	POSTAGE	388	3,140	4,000	4,000	873	4,000
230-751.000-740.000	OPERATING SUPPLIES	496	681	700	640	325	700
230-751.000-740.100	REC YOUTH SPORTS PROG	16,075	16,149	19,000	17,500	5,349	17,000
230-751.000-740.150	REC ADULT SPORTS PROG	998	659	1,000	2,500	1,753	1,000
230-751.000-740.200	REC DANCE PROGRAMS	14,828	17,480	12,000	12,000	4,644	12,000
230-751.000-740.400	REC ENRICHMENT PROGRAMS	28,890	25,738	26,000	29,000	10,751	25,500
230-751.000-740.500	REC SENIOR PROGRAMS	1,712	2,037	2,450	2,450	(171)	2,250
230-751.000-740.600	ARTS & CRAFT PARK PROGRAM	820	1,242	1,800	1,800		1,800
230-751.000-757.008	COST OF SALES FOOD & BEV					1,054	2,000
230-751.000-757.775	OPERATING SUPP: FORD LAKE PAR	2,483	2,296				
230-751.000-760.000	PPE & FIRST AID SUPPLIES						500
230-751.000-776.003	MAINT SUPPLIES - COMMUNITY CT	6,292	5,281	4,700	4,700	3,223	4,700
230-751.000-800.001	ADMINSTRATION FEES	19,083	19,585	19,604	19,604	14,701	21,488
230-751.000-818.000	CONTRACTUAL SERVICES	9,409	10,311	12,000	12,000	2,460	12,000
230-751.000-818.002	CONTRACTUAL SERVICES COMM CEN	24,846	18,738	16,500	16,500	12,544	16,500
230-751.000-850.000	TELEPHONE	1,054	1,094	2,000	2,000	869	1,900
230-751.000-867.000	GAS & OIL	3,282	2,742	3,000	3,000	169	3,000

10/06/2020

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2020



GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
230-751.000-876.000	RETIREMENT/MERS	27,610	30,423	24,238	24,238	17,787	28,669
230-751.000-876.003	OPEB FUNDING- RETIREE HEALTH	39,894	29,928	28,555	28,555	28,555	15,322
230-751.000-876.100	RETIREMENT HEALTH CARE SAVINGS	1,140	2,679	3,900	3,900	2,735	3,900
230-751.000-880.000	COMMUNITY PROMOTION	546	546	6,000	6,000	725	15,000
230-751.000-890.000	SENIOR NUTRITION PROGRAM	8,770	8,110	16,000	16,000	3,488	16,000
230-751.000-913.000	INSURANCE & BONDS FLEET	7,114	7,075	7,428	7,428	5,808	8,214
230-751.000-917.000	WORKERS COMPENSATION INSURANC	8,401	8,124	8,746	8,746	5,479	8,476
230-751.000-920.003	UTILITIES - COMMUNITY CENTER	57,858	56,666	58,000	58,000	31,797	58,000
230-751.000-931.003	REPAIRS COMMUNITY CENTER	1,550	2,070	1,700	1,700	1,167	1,700
230-751.000-931.021	NON RECURRING R & M-COMM CTR	3,120	4,626	4,500	4,500	2,164	4,500
230-751.000-933.001	MAINTENANCE CONTRACTS	7,378	7,925	5,000	5,000	1,126	5,000
230-751.000-939.031	MOTORPOOL-MISC REPAIR	10,368	5,784	2,500	2,500	70	5,000
230-751.000-941.000	EQUIPMENT RENTAL/LEASING	3,250	4,170				
230-751.000-943.000	MOTORPOOL LEASE/MAINTENANCE	16,700	20,921	20,921	20,921	15,691	26,185
230-751.000-956.136	MISC-CASH OVER/SHORT					(30)	
230-751.000-957.000	BANK CHARGES	4,358	4,235	5,000	5,000	2,284	5,000
230-751.000-958.000	MEMBERSHIP AND DUES	235	255	300	360	355	400
230-751.000-967.100	COUNTY COMMUNITIES GRANT	4,140					
230-751.000-974.022	SENIOR REC CENTER - EQUIPMENT	24,776					
NET OF REVENUES/APPROPRIATIONS - 751.000 - RESIDENT SVCS: RECREA		(806,011)	(769,667)	(775,199)	(778,199)	(470,119)	(794,870)
ESTIMATED REVENUES - FUND 230		805,976	790,915	775,199	778,199	336,262	794,870
APPROPRIATIONS - FUND 230		806,011	769,667	775,199	778,199	470,119	794,870
NET OF REVENUES/APPROPRIATIONS - FUND 230		(35)	21,248			(133,857)	

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 current grant expires September 30, 2020. The court is currently applying for grant money under the drug court program through Supreme Court Administrative Office. If the court receives drug court grant funding it will be the only drug court in Washtenaw County. In addition to traditional drug court services, the court will continue the efforts of the previous grant. This line item is offset by a corresponding expenditure item. Once grants are awarded in September, the Court will provide the budget line item amounts.
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. This line item remains the same as the previous year. This line item may be used for health care benefits in 2021.

Line Item	Explanation
236-000-000-601-137 – 14B State of MI Juror Comp Reimbursement	<p>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. This reduction in payments to jurors will result in a reduction in the amount reimbursed for juror payments.</p>
236-000-000-602-136 – 14B Court Costs	<p>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 anticipates that while production from law enforcement may continue to decrease.</p> <p>As of October 17 of this year the statutory provision allowing the collection of costs will "sunset". See MCL 769.1k(b)(iii) At this time it is unknown what the legislature will enact in the place of this provision. The current budget does not take this into account as it is unknown what will replace this statute. Once this is known, the budget can be adjusted accordingly.</p>

Line Item	Explanation
236-000-000-602-544 – 14B State of MI Caseflow Assistance	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 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, but due to reductions in caseload for the prior 2 years, it is anticipated that the number of qualifying cases will remain decreased in 2021.
236-000-000-603-136 – 14B Civil Fees	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.

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. The number of cases and tickets filed has decreased, therefore this line item is has been decreased.
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 two years there has been a decrease in cases filed and therefore a decrease in costs collected.
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.
236-000-000-664-001 – Interest Earned	Interest earned on accounts. Figures provided by Accounting Director.
236-000-000-699-000 – Appropriated Prior Year Balance	This line item reflects the amount needed from Fund Balance for operations.

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	No increase is budgeted for 2021 since revenues are uncertain at this time and contract negotiations begin later this year. Decrease shown due to three anticipated retirements in 2021.
236-136-000-706-001 – Salary-Bailiff	No increase is budgeted for 2021 since revenues are uncertain at this time. Based on current experiences, the Bailiff position will be used less, therefore a decrease is shown for 2021.
236-136-000-706-002 – Magistrate/Court Administrator	No increase is budgeted for 2021 since revenues are uncertain at this time.
236-136-000-707-000 – Salary-Temporary/Seasonal	Recommend \$2500 for any temporary help that may be needed. Due to reduction in revenues, it is recommended that this line item be reduced to \$0.
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.

Line Item	Explanation
236-136-000-709-000 – Regular Overtime	Overtime costs for the courts. Due to a reduction in revenues, this line item has been reduced to \$0.
236-136-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
236-136-000-719-000 – Health Insurance	We received our renewal rates for 2021, they decreased by -0.51% from the current 2020 rates. An increase is shown due to retirements within the department.
236-136-000-719-001 – Sick & Accident	Our rates for disability insurance are \$381.96/year for each employee and are good through September 2021. No increase is budgeted at this time. Figures provided by Human Resources.
236-136-000-719-003 – Employee Paid Health Contra	Amount employees pay toward health care coverage.
236-136-000-719-015 – Dental Benefits	There will be no increase in dental rates in 2021. Two year reduction guaranteed until 12/31/2021. Decrease is due to several employees within the department changing from family coverage to two person or single coverage.

Line Item	Explanation
236-136-000-719-016 – Vision Benefits	We received our renewal rates for 2021, they increased by 15% from the current 2020 rates.
236-136-000-719-020 – Health Care Deduction	Cost to fund Clarity Benefits card associated with health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Decrease is due to several employees within the department changing from family coverage to two person or single coverage.
236-136-000-719-021 – Admin Fees – Health Deductible	Cost to manage card used to pay health care deductibles, administered by Clarity Benefits.
236-136-000-720-000 – Life Insurance	Our rates for life insurance are \$226.80/year for each employee and are good through September 2021. No increase is budgeted at this time. Figures provided by Human Resources.
236-136-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
236-136-000-727-000 – Office Supplies	No change for 2021.
236-136-000-730-000 - Postage	No change for 2021.

Line Item	Explanation
236-136-000-739-000 – Library Subscription	No change for 2021.
236-136-000-740-000 – Operating Supplies	No change for 2021.
236-136-000-760-000 – PPE & First Aid Supplies	Covers all PPE, first aid supplies and other supplies required by OSHA.
236-136-000-800-001 – Administration Fees	Figures provided by the Accounting Director.
236-136-000-801-009 – 14B Other Contractual Service	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 \$7500 annually.
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.

Line Item	Explanation						
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.						
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 current grant expires September 30, 2020. The court is currently applying for grant money under the drug court program through Supreme Court Administrative Office. If the court receives drug court grant funding it will be the only drug court in Washtenaw County. In addition to traditional drug court services, the court will continue the efforts of the previous grant. This line item is offset by a corresponding expenditure item. Once grants are awarded in September, the Court will provide the budget line item amounts.						
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. 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="1073 1198 1801 1299"> <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>	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
236-136-000-812-002 – 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: Mileage: From .10 cents to .20 cents per mile</p> <p>Subsequent ½ day: From \$20.00 to \$22.50</p> <p>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	<p>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. Based on prior years and expenditures to date, recommend increasing to \$500.00.</p>

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 imputing 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 \$6480 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.
236-136-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
236-136-000-876-003 – OPEB Funding-Retiree Health	Figures provided by the Accounting Director.
236-136-000-876-100 – Retirement Health Care Savings	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/14.

Line Item	Explanation
236-136-000-900-000 - Publishing	This line item covers the costs of file folders for criminal and civil cases.
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. At this time no change is requested.
236-136-000-931-000 – Repairs and Maintenance	This line item includes all repair and maintenance expenses for the entire Courthouse. Slight increase for 2021.
236-136-000-933-001 – Maintenance Contracts	Cost of W.J. O’Neil maintenance contract. No change for 2021.
236-137-000-956-000 – Miscellaneous	No change for 2021.
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.
236-136-000-977-000 - Equipment	This line item includes the cost of the purchase of new equipment. Upgrade computers on a 5 year cycle.

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BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2020



GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
Fund 236 - 14B DISTRICT COURT							
Dept 000.000							
236-000.000-569.019	STATE GRANT REVENUE	95,962	108,079	146,000	146,000	45,886	146,000
236-000.000-601.136	14B STATE SHARED REVENUE	57,155	45,724	45,724	45,724	34,293	45,724
236-000.000-601.137	14B ST OF MI JUROR COMP REIMB	2,937	3,233	2,500	2,500	2,775	2,500
236-000.000-602.136	14B COURT COSTS	555,459	494,657	529,000	529,000	248,577	423,200
236-000.000-602.544	14B-ST OF MI CASEFLOW ASSISTA	16,875	12,655	32,000	32,000	12,010	25,000
236-000.000-603.136	14B CIVIL FEES	219,041	231,400	161,000	161,000	89,524	128,800
236-000.000-604.000	14B PROBATION FEES	108,639	92,675	106,000	106,000	57,945	84,800
236-000.000-605.001	14B ORDINANCE FINES AND COSTS	568,356	469,499	625,000	225,000	185,562	500,000
236-000.000-605.003	14B BOND FORFEITURES	28,965	23,156	18,500	18,500	9,150	15,000
236-000.000-605.005	14B MISCELLANEOUS INCOME		599			22	
236-000.000-655.100	SETTLEMENTS & JUDGMENTS	7,302	163				
236-000.000-664.001	INTEREST EARNED	6,163	4,089	3,000	3,000	263	200
236-000.000-694.004	INSURANCE REIMBURSEMENTS	921	1,315			601	
236-000.000-697.000	TRANSFER IN: GENERAL FUND				400,000	300,000	348,855
236-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.			107,594	112,697		
NET OF REVENUES/APPROPRIATIONS - 000.000 -		1,667,775	1,487,244	1,776,318	1,781,421	986,608	1,720,079

10/06/2020

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2020



GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
Dept 136.000 - COURT							
236-136.000-703.001	SALARY - JUDGE	45,724	45,724	45,724	45,724	33,413	45,724
236-136.000-706.000	SALARY - PERMANENT WAGES	488,351	485,066	556,612	556,612	394,092	529,917
236-136.000-706.001	SALARY - BAILIFF	42,045	47,523	43,897	43,897	19,318	30,000
236-136.000-706.002	SALARY - MAGISTRATE/COURT ADMIN	78,261	80,560	82,604	82,604	58,760	82,604
236-136.000-707.000	SALARY - TEMPORARY/SEASONAL	4,673	19,859			1,046	
236-136.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	5,830	2,085		4,740	3,202	
236-136.000-708.008	RETIREE TIME PAYOUTS		17,929				
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	2,273	2,536	3,000	3,000	2,228	
236-136.000-715.000	F.I.C.A./MEDICARE	43,225	45,317	54,105	54,468	34,491	51,020
236-136.000-719.000	HEALTH INSURANCE	184,543	217,091	280,736	280,736	208,188	257,473
236-136.000-719.001	SICK AND ACCIDENT	5,276	3,978	4,773	4,773	3,818	4,391
236-136.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(18,000)	(16,838)	(18,900)	(18,900)		(17,650)
236-136.000-719.015	DENTAL BENEFITS	11,991	11,589	16,250	16,250	9,186	12,624
236-136.000-719.016	VISION BENEFITS	2,560	2,672	3,563	3,563	2,348	3,592
236-136.000-719.020	HEALTH CARE DEDUCTION	40,303	35,353	69,493	69,493	33,893	68,075
236-136.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	956	843	945	945	687	1,014
236-136.000-720.000	LIFE INSURANCE	2,603	2,589	3,062	3,062	2,413	3,005
236-136.000-723.000	DEFERRED COMPENSATION EMPLOYE	613	835	675	675	259	494
236-136.000-724.001	UNEMPLOYMENT EXPENSE		831			10	
236-136.000-727.000	OFFICE SUPPLIES	9,620	10,716	10,500	10,500	5,775	10,500
236-136.000-730.000	POSTAGE	8,299	9,255	8,000	8,000	6,805	8,000
236-136.000-739.000	LIBRARY SUBSCRIPTION	4,854	5,515	5,000	5,000	585	5,000
236-136.000-740.000	OPERATING SUPPLIES	6,688	6,811	6,000	6,000	4,099	6,000
236-136.000-760.000	PPE & FIRST AID SUPPLIES						500
236-136.000-800.001	ADMINSTRATION FEES	36,310	37,317	37,315	37,315	27,986	41,084
236-136.000-801.007	ATTORNEY FEES CRIMINAL	40,140	45,603				
236-136.000-801.009	14B OTHER CONTRACTUAL SERVICE	7,525	7,500	10,000	10,000	3,750	10,000
236-136.000-801.010	CONTRACTUAL/VISITING JUDGE	435		1,000	1,000		1,000
236-136.000-801.012	CONTRACTUAL/INTERPRETER FEES	10,578	9,198	6,500	6,500	5,862	6,500
236-136.000-802.100	COURT INNOVATION GRANT	95,962	132,032	146,000	146,000	63,497	146,000
236-136.000-811.000	14B TRANSCRIPTS	228					
236-136.000-812.000	14B JURY FEES	2,738	3,315	2,500	2,500	900	3,000
236-136.000-812.002	14B ENHANCED JURY FEES	1,733	2,318	1,000	1,000	630	1,500
236-136.000-812.003	14B JUROR EXPENSES	617	828	300	300	222	500
236-136.000-819.006	COMPUTER PROGRAMS/LIEN	21,063	15,242	24,960	24,960	8,159	24,960
236-136.000-819.010	COMPUTER NETWORK SUPPORT	26,928	40,713	40,713	40,713		40,713

10/06/2020

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2020



GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
236-136.000-850.000	TELEPHONE	2,141	2,152	2,500	2,500	1,738	2,500
236-136.000-860.000	TRAVEL	2,414	1,726	2,000	2,000	196	2,000
236-136.000-876.000	RETIREMENT/MERS	117,705	156,715	153,735	153,735	114,774	164,050
236-136.000-876.003	OPEB FUNDING- RETIREE HEALTH	77,338	95,589	92,391	92,391	92,391	85,388
236-136.000-876.100	RETIREMENT HEALTH CARE SAVINGS		950	3,900	3,900	2,850	7,800
236-136.000-900.000	PUBLISHING	2,516	2,952	3,000	3,000		3,000
236-136.000-914.000	INSURANCE & BONDS FIRE & LIAB	8,797	8,750	9,186	9,186	7,181	10,160
236-136.000-917.000	WORKERS COMPENSATION INSURANC	6,577	6,054	6,679	6,679	3,953	6,041
236-136.000-920.014	UTILITIES - COURT	15,691	18,082	17,600	17,600	10,319	17,600
236-136.000-931.000	REPAIRS AND MAINTENANCE	32,080	12,307	10,000	10,000	11,382	15,000
236-136.000-933.001	MAINTENANCE CONTRACTS	4,692	4,692	6,500	6,500	3,744	6,500
236-136.000-956.000	MISCELLANEOUS	617		500	500		500
236-136.000-957.000	BANK CHARGES	9,203	8,425	8,500	8,500	4,376	8,500
236-136.000-958.000	MEMBERSHIP AND DUES	1,610	1,785	2,000	2,000	1,430	2,000
236-136.000-960.000	EDUCATION AND TRAINING	1,342	475	2,000	2,000	1,287	2,000
236-136.000-969.101	TRANSFER TO GENERAL FUND	150,000					
236-136.000-974.025	CAPITAL OUTLAY/SECURITY	4,574					
236-136.000-977.000	EQUIPMENT	480	3,759	6,500	6,500	2,873	6,500
NET OF REVENUES/APPROPRIATIONS - 136.000 - COURT		(1,655,722)	(1,659,318)	(1,776,318)	(1,781,421)	(1,195,616)	(1,720,079)
ESTIMATED REVENUES - FUND 236		1,667,775	1,487,244	1,776,318	1,781,421	986,608	1,720,079
APPROPRIATIONS - FUND 236		1,655,722	1,659,318	1,776,318	1,781,421	1,195,616	1,720,079
NET OF REVENUES/APPROPRIATIONS - FUND 236		12,053	(172,074)			(209,008)	

NARRATIVE

Fund 584 – Golf Course

Revenues

Line Item	Explanation
584-000-000-650-000 – Sales Merchandise Pro Shop	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 \$24,500 for 2021.
584-000-000-650-005 – Sales Food and Beverage	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 \$90,000 for 2021, including the estimated sale of alcohol.
584-000-000-651-001 – Use & Admission Fee-18 Holes	Revenue received from 18-hole play. It is recommended that the budget be increased to \$230,000 for 2021.
584-000-000-651-002 – Use & Admission Fee-9 Holes	Revenue received from 9-hole play. It is recommended that the budget increase to \$65,000 for 2021.
584-000-000-651-003 – Use & Admission Fee-Leagues	Revenue from League play. With the possible addition of leagues on Thursdays, it is recommended that the budget remain at \$35,000 for 2021.

Line Item	Explanation
584-000-000-651-004 – Gift Cards and Coupons	Revenue received from gift cards and coupons outstanding at year end. It is recommended that the budget remain at \$750 for the 2021 season.
584-000-000-651-005 – Use & Admission Fee-Seas Pass	Revenue from the sale of seasonal membership passes. Due to the possibility of an increase in Season Pass Holder fees, it is recommended that the budget be increased to \$38,000 for 2021.
584-000-000-664-001 – Interest Earned	Interest earned on funds deposited at various banks. Nothing budgeted for 2021.
584-000-000-667-004 – Equipment Rentals-Carts	Revenue received from the rental of golf carts. Based on what has been collected in 2019 and 2020, it is recommended that this budget be increased to \$142,000 for 2021.
584-000-000-667-005 – Golf Cart Storage Rental	Revenue received from the storage of personal golf carts. Due to this being a grand fathered clause, only 5 personal carts and one cart off site still remain. It is recommended that the budget be decreased to the maximum amount of \$1,800 for 2021.
584-000-000-694-001 – Other Income-Miscellaneous	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. Nothing budgeted for 2021 at this time.
584-000-000-697-212 – Transfer In: From BSR II Fund	Funds needed from Fund 212-BSR II.

Expenditures

Line Item	Explanation
584-584-000-702-001 – Salaries-Greenskeeper	Salary of the Golf Course Superintendent. No increase is budgeted for 2021 since revenues are uncertain at this time.
584-584-000-702-002 – Salaries-Golf Operations Director	Salary of the Golf Operations Director. No increase is budgeted for 2021 since revenues are uncertain at this time.
584-584-000-706-000 – Salary-Permanent Wages	Salary of the Assistant to the Golf Course Superintendent. No increase is budgeted for 2021 since revenues are uncertain at this time.
584-584-000-706-008 – Salary-Wages Pro Shop Assistant	Salary of the Assistant to the Golf Operations Director. No increase is budgeted for 2021 since revenues are uncertain at this time.
584-584-000-707-001 – Wages-Temporary Maintenance	Seasonal employees who work on maintenance of the golf course. It is recommended that this budget be increased to \$55,000 in 2021 due to higher minimum wage and higher wages needed to be paid to find quality employees able to complete the needed tasks.
584-584-000-707-002 – Wages-Temporary Pro Shop	Seasonal employees who work in the golf shop. It is recommended that the budget be increased to \$40,000 due to a minimum wage increase for the 2021 season, as well as the addition of needing to have a person in the shop as well as on the beverage cart to sell alcohol during heavy traffic times.

Line Item	Explanation
584-584-000-708-010 – Health Insurance Buy Out	Health insurance buyout for employees who receive health insurance through another source.
584-584-000-709-000 – Regular Overtime	Overtime costs for the Assistant Superintendent position. It is recommended that \$4,000 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	We received our renewal rates for 2021, they decreased by -0.51% from the current 2020 rates.
584-584-000-719-001 – Sick & Accident	Our rates for disability insurance are \$381.96/year for each employee and are good through September 2021. No increase is budgeted at this time. 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.
584-584-000-719-015 – Dental Benefits	There will be no increase in dental rates in 2021. Two year reduction guaranteed until 12/31/2021. Slight decrease due to change in an employee coverage.

Line Item	Explanation
584-584-000-719-016 – Vision Benefits	We received our renewal rates for 2021, they increased by 15% from the current 2020 rates.
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 rates for life insurance are \$226.80/year for each employee and are good through September 2021. No increase is budgeted at this time. 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	Office supplies in the maintenance area. It is recommended that the budget remain at \$100 for 2021.
584-584-000-727-002 – Office Supplies Pro Shop	Office supplies in the pro shop. It is recommended that the budget remain at \$200 for 2021.
584-584-000-757-001 – Operating Supplies-Maintenance	Used to purchase general operating supplies for maintenance of the golf course. It is recommended that the budget remain at \$6,500 for 2021.

Line Item	Explanation
584-584-000-757-002 – Operating Supplies-Pro Shop	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 2021.
584-584-000-757-003 – Operating Supplies-Cart Rental	Lease of 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 remain at \$55,257 for 2021 to cover the maintenance fee.
584-584-000-757-007 – Cost of Sales-Pro Shop	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 remain the same at \$15,000 for 2021.
584-584-000-757-008 – Cost of Sales-Food & Beverage	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 increase the budget to \$30,000 for 2021 to allow for the purchase of alcohol to be sold.

Line Item	Explanation
584-584-000-776-004 – Bldg Maint Supplies-Pro Shop	Purchase of maintenance supplies for the golf shop. It is recommended that the budget remain at \$250 for 2021.
584-584-000-776-005 – Bldg Maint Supplies-Maintenance	Purchase of maintenance supplies for the maintenance building. It is recommended that the budget remain at \$750 for 2021.
584-584-000-783-001 – Seed Planting-Fertilizer	Cost of fertilizer to be used on the golf course. It is recommended that the budget remain at \$26,000 for 2021.
584-584-000-783-002 – Seed Planting-Chemicals	Cost of planting chemicals to be used on the golf course. It is recommended that the budget remain the same at \$16,000 for 2021.
584-584-000-783-003 – Seed Planting-Top Soil	Cost of planting top soil to be used on the golf course. It is recommended that the budget remain the same at \$4,500 for 2021.
584-584-000-783-004 – Tree Maintenance	Used in the event a tree 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 remain at \$1,500 for 2021.
584-584-000-800-001 – Administration Fees	Figures provided by the Accounting Director.
584-584-000-801-000 – Professional Services	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 2021.

Line Item	Explanation
584-584-000-818-000 – Contractual Services	Used to cover costs of deep root aeration and back flow prevention. It is recommended that the budget remain at \$1,200 for 2021.
584-584-000-867-000 – Gas & Oil	Used for gas and oil in golf carts. Based on what has been spent thus far in 2020, it is recommended that the budget remain at \$8,000 for 2021.
584-584-000-867-100 – Gas & Oil-Other Equipment	Used for gas and oil for the golf equipment. It is recommended that the budget remain at \$13,000 for 2020.
584-584-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
584-584-000-876-100 – Retirement Health Care Savings	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department hired after 1/1/14.
584-584-000-900-000 – Publishing	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 sponsors are not secured for 2021.
584-584-000-900-003 – Golf Course Advertising	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 to promote the golf course.

Line Item	Explanation
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	Used for electric service for the maintenance building at the golf course. It is recommended that the budget be decreased to \$15,000 for 2021.
584-584-000-920-009 – Utilities-Maintenance Heating	Used for gas service in the maintenance building. It is recommended that the budget remain at \$3,000 for 2021.
584-584-000-920-010 – Utilities-Maintenance Phone	Used for phone service at the maintenance garage. It is recommended that the budget remain at \$700 for 2021.
584-584-000-920-011 – Utilities-Maintenance Water	Based on current spending, it is recommended that this budget be increased to \$1,500 for 2021.
584-584-000-920-013 – Utilities-Pro Shop	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 \$2,000 for 2021.
584-584-000-930-000 – Repairs Maintenance Machinery	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 \$3,500 for 2021.

Line Item	Explanation
584-584-000-931-009 – Building Maintenance	Used to cover the cost of maintenance at the golf course. It is recommended that the budget remain at \$500 for 2021.
584-584-000-931-010 – Building Maintenance Pro Shop	Used to cover the cost of maintaining the golf shop. It is recommended that the budget remain at \$2,000 for 2021.
584-584-000-933-000 – Equipment Maintenance	Used to cover the cost of maintaining the golf course equipment. Based on current spending and older equipment, it is recommended that the budget remain at \$35,000 for 2021.
584-584-000-939-001 – Vehicle Maintenance	It is recommended that the budget remain at \$500 for 2021.
584-584-000-939-003 – Golf Cart Expense	Used to cover cost of repairs and supplies for the golf carts. It is recommended that the budget remain at \$1,800 in 2021 to allow for repairs to the carts at the end of the cart lease.
584-584-000-943-000 – Motorpool Lease/Maintenance	Used for motor pool lease charges. Figures provided by the Accounting Director.
584-584-000-956-008 – Miscellaneous Expenses-Pro Shop	Incidental items occasionally needed. It is recommended that the budget be increased to \$1,000 to help with the cost of the fees from the Health License as well as the Liquor License, in 2021.
584-584-000-957-000 – Bank Charges	Figures provided by Accounting Director.
584-584-000-958-001 – Memberships & Dues Nat'l Super	Used for the payment of membership dues for the golf course superintendent. It is recommended that this line item remain at \$400 for 2021.

Line Item	Explanation
584-584-000-958-004 – Memberships & Dues Pro Shop	Payment of PGA National membership dues for the golf director. It is recommended that the budget remain at \$600 for 2021.
584-584-000-968-001 – Depreciation Expense	Figures provided by the Accounting Director.
584-584-000-971.000 – Capital Outlay	Used for 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 \$70,160 annually. This line item has had \$5,000 added to it for the repair of the well on hole#8.

9/22/2020

10/06/2020

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2020



GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
Fund 584 - GOLF COURSE FUND							
Dept 000.000							
584-000.000-650.000	SALES MERCHANDISE PRO SHOP	21,308	23,723	24,000	24,000	14,391	24,500
584-000.000-650.005	SALES FOOD & BEVERAGE	31,251	35,201	33,000	33,000	15,401	90,000
584-000.000-651.001	USE & ADMISSION FEE 18 HOLES	191,977	235,628	205,000	205,000	161,144	230,000
584-000.000-651.002	USE & ADMISSION FEE 9 HOLES	45,423	54,285	60,000	60,000	70,931	65,000
584-000.000-651.003	USE & ADMISSION FEE LEAGUES	28,488	30,664	35,000	35,000	22,313	35,000
584-000.000-651.004	GIFT CARDS AND COUPONS	1,084	3,272	750	750		750
584-000.000-651.005	USE& ADMISSION FEE SEASON PAS	38,923	39,898	37,000	37,000	33,922	38,000
584-000.000-664.001	INTEREST EARNED	825	2,166			359	
584-000.000-667.004	EQUIPMENT RENTALS -CARTS	124,827	145,534	139,000	139,000	118,793	142,000
584-000.000-667.005	GOLF CART STORAGE RENTAL	2,100	2,100	2,100	2,100	1,410	1,800
584-000.000-694.001	OTHER INCOME-MISCELLANEOUS	491	7,461			1,520	
584-000.000-694.004	INSURANCE REIMBURSEMENTS	5,422	5,733		16,662	17,237	
584-000.000-697.212	TRANSFER IN: FROM BSRII FUND	190,000	125,000	232,094	232,094	150,000	184,650
NET OF REVENUES/APPROPRIATIONS - 000.000 -		682,119	710,665	767,944	784,606	607,421	811,700

Calculations as of 09/30/2020



GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
Dept 584.000 - GOLF COURSE FUND							
584-584.000-702.001	SALARIES - GREENSKEEPER	79,809	82,157	84,240	84,240	59,924	84,240
584-584.000-702.002	SALARIES - PRO SHOP DIRECTOR	49,451	50,906	52,196	52,196	37,130	52,196
584-584.000-706.000	SALARY - PERMANENT WAGES	31,470	32,395	33,216	33,216	23,628	33,216
584-584.000-706.008	WAGES PROSHOP	24,130	36,664	37,992	37,992	27,025	37,992
584-584.000-707.001	WAGES- TEMPORARY MAINTENANCE	51,303	48,117	50,000	40,000	24,266	55,000
584-584.000-707.002	WAGES- TEMPORARY PRO SHOP	28,567	29,017	31,000	36,000	28,949	40,000
584-584.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	761					
584-584.000-708.010	HEALTH INS BUYOUT	3,000	3,000	3,000	3,000	1,500	3,000
584-584.000-709.000	REG OVERTIME	7,956	5,562	4,000	4,000	2,151	4,000
584-584.000-710.000	ACC COMP ABSENCES-LNGTERM		402				
584-584.000-715.000	F.I.C.A./MEDICARE	15,716	16,712	16,114	16,114	11,927	17,798
584-584.000-719.000	HEALTH INSURANCE	38,475	58,346	60,097	60,097	50,237	59,977
584-584.000-719.001	SICK AND ACCIDENT	1,057	1,146	1,146	1,146	955	1,146
584-584.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(3,912)	(4,725)	(4,200)	(4,200)		(4,200)
584-584.000-719.015	DENTAL BENEFITS	3,222	3,777	4,155	4,155	2,730	3,635
584-584.000-719.016	VISION BENEFITS	701	885	930	930	675	1,018
584-584.000-719.020	HEALTH CARE DEDUCTION	16,467	16,066	14,805	14,805	15,459	14,805
584-584.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	233	241	270	270	156	234
584-584.000-720.000	LIFE INSURANCE	493	680	680	680	567	680
584-584.000-723.000	DEFERRED COMPENSATION EMPLOYE	1,038	1,005			693	1,235
584-584.000-724.001	UNEMPLOYMENT EXPENSE	2,818	5,919	4,000	4,000	9,528	5,000
584-584.000-727.001	OFFICE SUPPLIES MAINTENANCE	81	40	100	100		100
584-584.000-727.002	OFFICE SUPPLIES PRO SHOP	50		200	200	102	200
584-584.000-757.001	OPERATING SUPPLIES MAINTENANC	5,848	6,599	6,500	6,500	6,084	6,500
584-584.000-757.002	OPERATING SUPPLIES PRO SHOP	3,037	2,774	3,500	3,000	1,806	3,500
584-584.000-757.003	OPERATING SUPPLIES-CART RENTA	52,518	48,754	55,257	55,257	46,326	55,257
584-584.000-757.007	COST OF SALES PRO SHOP	16,075	14,232	15,000	15,000	5,284	15,000
584-584.000-757.008	COST OF SALES FOOD & BEV	12,100	13,439	15,000	14,400	2,591	30,000
584-584.000-760.000	PPE & FIRST AID SUPPLIES						500
584-584.000-776.004	BLDG MAIN SUPPLIES PRO SHOP	58	32	250	250	90	250
584-584.000-776.005	BLDG MAIN SUPPLIES MAINTENANC	705	547	750	750	678	750
584-584.000-783.001	SEED PLANTING -FERTILIZER	25,065	24,247	26,000	26,000	21,198	26,000
584-584.000-783.002	SEED PLANTING -CHEMICALS	15,108	13,476	16,000	16,000	9,521	16,000
584-584.000-783.003	SEED PLANTING -TOP SOIL	1,578	3,479	4,500	2,000	250	4,500
584-584.000-783.004	TREE MAINTENANCE	2,585		1,500	1,500	495	1,500
584-584.000-800.001	ADMINSTRATION FEES	17,758	18,220	18,243	18,243	13,680	19,981
584-584.000-801.000	PROFESSIONAL SERVICES	3,107	2,984	3,500	3,500	2,690	3,500

10/06/2020

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2020



GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
584-584.000-818.000	CONTRACTUAL SERVICES	159	279	1,200	16,662	16,650	1,200
584-584.000-867.000	GAS & OIL	7,507	6,542	8,000	7,000	4,618	8,000
584-584.000-867.100	GAS & OIL - OTHER EQUIP	13,196	13,666	13,000	13,000	6,771	13,000
584-584.000-876.000	RETIREMENT/MERS	15,329	19,511	20,154	20,154	15,028	25,226
584-584.000-876.100	RETIREMENT HEALTH CARE SAVINGS	675	1,275	2,600	2,600	953	2,600
584-584.000-900.000	PUBLISHING	1,013	730	2,000	1,000	930	2,000
584-584.000-900.003	GOLF COURSE ADVERTISING	829	708	2,000	2,000	1,941	2,000
584-584.000-914.000	INSURANCE & BONDS FIRE & LIAB	8,423	8,378	8,796	8,796	6,874	9,727
584-584.000-917.000	WORKERS COMPENSATION INSURANC	4,086	3,867	4,207	4,207	2,570	3,959
584-584.000-920.008	UTILITIES-MAINTENANCE ELECTRIC	13,339	9,825	17,000	14,000	9,276	15,000
584-584.000-920.009	UTILITIES MAINTENANCE HEATING	1,405	2,169	3,000	3,000	795	3,000
584-584.000-920.010	UTILITIES MAINTENANCE PHONE	88	77	700	700	59	700
584-584.000-920.011	UTILITIES MAINTENANCE WATER	1,398	2,984	1,000	2,600	2,624	1,500
584-584.000-920.013	UTILITIES PRO SHOP	1,748	1,635	2,000	2,000	1,561	2,000
584-584.000-930.000	REPAIRS MAINTENANCE-MACHINERY	2,522	3,508	3,500	1,000	878	3,500
584-584.000-931.009	BLDG MAINTENANCE		5,325	500	500	425	500
584-584.000-931.010	BLDG MAINTENANCE PRO SHOP	3,051	1,182	2,000	500	175	2,000
584-584.000-933.000	EQUIPMENT MAINTENANCE	26,830	33,773	35,000	51,000	50,265	35,000
584-584.000-939.001	MOTORPOOL - MISC REPAIR	481	257	500	500		500
584-584.000-939.003	GOLF CARTS EXPENSE	974	19	1,800	1,800	41	1,800
584-584.000-943.000	MOTORPOOL LEASE/MAINTENANCE	600	1,386	1,386	1,386	1,040	1,614
584-584.000-956.008	MISCELLANEOUS EXP-PRO SHOP	453	1,863	500	1,700	1,640	1,000
584-584.000-957.000	BANK CHARGES	6,056	7,498	6,000	6,000	6,863	6,000
584-584.000-958.001	MEMBERSHIPS & DUES NATL SUPER	380	400	400	400	400	400
584-584.000-958.004	MEMBERSHIPS & DUES PRO SHOP	564	561	600	600	561	600
584-584.000-968.001	DEPRECIATION EXPENSE	78,716	71,371	70,160	70,160		69,364
584-584.000-971.000	CAPITAL OUTLAY/OTHER	456					5,000
NET OF REVENUES/APPROPRIATIONS - 584.000 - GOLF COURSE FUND		(698,706)	(735,884)	(767,944)	(784,606)	(541,233)	(811,700)
ESTIMATED REVENUES - FUND 584		682,119	710,665	767,944	784,606	607,421	811,700
APPROPRIATIONS - FUND 584		698,706	735,884	767,944	784,606	541,233	811,700
NET OF REVENUES/APPROPRIATIONS - FUND 584		(16,587)	(25,219)			66,188	

2020 BUDGET NARRATIVE

Fund 250 – LDFA (Local Development Finance Authority)

Revenues

Line Item	Explanation
250-000-000-402-250 – Current Tax Revenue-Captured	The 2021 revenues are based on the 2020 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. The Bond principal (\$190,000) and interest (\$42,960) payments total \$232,960. LDFA will only collect \$78,572. The balance will come from the General Fund in the amount of \$39,341 and the available fund balance of \$115,321 in General Obligation Debt Bond Fund 398. The reduction of revenue is due to Bosal building sale and personal property elimination.
250-000-000-664-001 – Interest Earned	This line reflects the interest earned. Rates decreased.
250-000-000-699.000 – Appropriated Prior Year Balance	There will be no transfer from Prior Year Fund Balance for 2021.

Expenditures

Line Item	Explanation
250-991-000-968-398 – Transfer to 2013 Bond Debt	This line item reflects captured funds to be transferred to Fund 398 General Obligation Bond for Seaver Farms to cover the bond payments for the infrastructure improvements.

10/13/2020

10/13/2020

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2020



GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
Dept 000.000							
250-000.000-402.250	CURRENT TAX REVENUE-CAPTURED	119,415	231,126	121,664	121,664	121,664	78,572
250-000.000-664.001	INTEREST EARNED	677	1,460	300	300	95	15
250-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.			7,500	7,500		
NET OF REVENUES/APPROPRIATIONS - 000.000 -		120,092	232,586	129,464	129,464	121,759	78,587
Dept 991.000 - DEBT SERVICES							
250-991.000-968.398	TRANSFER TO: GEN OBLIG 2013 BOND	119,415	225,270	129,164	129,164	129,164	78,572
NET OF REVENUES/APPROPRIATIONS - 991.000 - DEBT SERVICES		(119,415)	(225,270)	(129,164)	(129,164)	(129,164)	(78,572)
ESTIMATED REVENUES - FUND 250		120,092	232,586	129,464	129,464	121,759	78,587
APPROPRIATIONS - FUND 250		119,415	225,270	129,164	129,164	129,164	78,572
NET OF REVENUES/APPROPRIATIONS - FUND 250		677	7,316	300	300	(7,405)	15

2021 BUDGET NARRATIVE

Fund 398 – 2013 Bonds (General Obligation Bonds)

Revenues

Line Item	Explanation
398-000-000-581-250 – Transfer In: LDFA Fund	Reflects the amount transferred from the LDFA Fund to fund the Improvement Bonds, Series 2006 refunded in 2013. The LFA property has been sold to Orphic Ypsilanti, LLC. From the original amount of loan \$3,200,000, our current balance will be \$1,885,000 on 12/31/2020, \$1,695,000 on 12/31/2021 and paid off in 2029. The decrease is due to the loss in personal property taxes of former property owner Bosal Industries.
398-000-000-664-001 – Interest Earned	Figures provided by the Accounting Director.
398-000-000-697-000 – Transfer in: General Fund	This line reflects the amount needed from the General Fund for payment deficiencies to the Bond Debt. This year the amount needed is \$39,517. In subsequent year, the anticipated annual amount needed from the General Fund will be \$157,142, unless the new owners invest in personal property.
398-000-000-699.000 – Appropriated Prior Year Balance	This line item reflects the amount to be used from prior year fund balance to make up part of the payment deficiencies. This will deplete the fund balance and any future deficiencies will need to be funded by the General Fund

Expenditures

Line Item	Explanation
398-991-000-991-020 – Debt Repayment – Bonds/Seaver	This line item reflects our annual bond principal payment.
398-991-000-991-021 – Debt Interest – Bonds/Seaver	This line item reflects our annual interest payment for the bond.
398-991-000-991-023 – Bond Cost of Issuance	This line reflects the \$500 cost of bond administration from US Bank. The decrease shown is due to the \$2,000 for Standard & Poor's Annual Surveillance fee no longer needed.

10/13/2020

10/13/2020

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 09/30/2020



GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 09/30/20	2021 REQUESTED BUDGET
Fund 398 - DEBT 2006 BOND FUND							
Dept 000.000							
398-000.000-581.250	TRANSFER IN: FROM LDFA FUND	119,415	225,270	129,164	129,164	129,164	78,572
398-000.000-664.001	INTEREST EARNED	3,819	3,414	750	750	687	
398-000.000-697.000	TRANSFER IN: GENERAL FUND						39,517
398-000.000-697.498	TRANSFER IN: CAP FUND SEAVER	331,156					
398-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.			105,046	105,046		115,321
NET OF REVENUES/APPROPRIATIONS - 000.000 -		454,390	228,684	234,960	234,960	129,851	233,410
Dept 991.000 - DEBT SERVICES							
398-991.000-991.020	DEBT REPAYMENT- BONDS-SEAVER	175,000	180,000	185,000	185,000	185,000	190,000
398-991.000-991.021	DEBT INTEREST BONDS-SEAVER	56,100	51,840	47,460	47,460	47,460	42,960
398-991.000-991.023	BOND COST OF ISSUANCE	450	450	2,500	2,500	450	450
NET OF REVENUES/APPROPRIATIONS - 991.000 - DEBT SERVICES		(231,550)	(232,290)	(234,960)	(234,960)	(232,910)	(233,410)
ESTIMATED REVENUES - FUND 398		454,390	228,684	234,960	234,960	129,851	233,410
APPROPRIATIONS - FUND 398		231,550	232,290	234,960	234,960	232,910	233,410
NET OF REVENUES/APPROPRIATIONS - FUND 398		222,840	(3,606)			(103,059)	

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

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



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

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

THIS MEETING WILL BE CONDUCTED ELECTRONICALLY. PLEASE USE THE INSTRUCTIONS BELOW OR VISIT YTOWN.ORG

REGULAR MEETING AGENDA

TUESDAY, OCTOBER 20, 2020

7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. 7:00PM – RESOLUTION 2020-25, 2020 SPECIAL ASSESSMENT LEVY
(PUBLIC HEARING SET AT THE SEPTEMBER 15, 2020 REGULAR MEETING)
 1. RESOLUTION 2020-21, CONFIRMING SPECIAL ASSESSMENT DISTRICT #219 CRYSTAL PONDS STREETLIGHTS
 2. RESOLUTION 2020-22, CONFIRMING SPECIAL ASSESSMENT DISTRICT #075 CRYSTAL POND NEIGHBORHOOD SECURITY CAMERAS
 3. RESOLUTION 2020-23, CONFIRMING SPECIAL ASSESSMENT DISTRICT #217 PONDS AT LAKEWOOD AND MAJESTIC PONDS 2 STREETLIGHTS
 4. RESOLUTION 2020-24, CONFIRMING SPECIAL ASSESSMENT DISTRICT #218 MAJESTIC LAKES ESTATES AND VILLAGE AT MAJESTIC LAKES STREETLIGHTS
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE SEPTEMBER 30, 2020 SPECIAL MEETING AND OCTOBER 6, 2020 REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR OCTOBER 20, 2020 IN THE AMOUNT OF \$1,101,460.31
 2. CHOICE HEALTHCARE DEDUCTIBLE ACH EFT FOR SEPTEMBER 2020 IN THE AMOUNT OF \$29,959.50
 3. CHOICE HEALTHCARE ADMIN FEE FOR SEPTEMBER 2020 IN THE AMOUNT OF \$1,211.50
 - C. SEPTEMBER 2020 TREASURER'S REPORT
6. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. REQUEST TO APPROVE THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR PINE VIEW GOLF ESTATES NORTH SUBDIVISION PHASE II
2. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCES AT 885 LEXINGTON PKWY, 1253 CRESTWOOD AVE., 1117 DAVIS ST., 7941 LAKE CREST DR., AND 9607 HARBOUR COVE COURT BUDGETED IN LINE ITEM #101-950-000-801-023
3. REQUEST FOR AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE BY PADLOCKING FOR 2545 COOLIDGE AVE. BUDGETED IN LINE ITEM #101-950-000-801-023
4. REQUEST TO SET A PUBLIC HEARING FOR NOVEMBER 17, 2020 AT APPROXIMATELY 7:00PM FOR THE 2021 FISCAL YEAR BUDGET
5. REQUEST TO SET A PUBLIC HEARING FOR NOVEMBER 17, 2020 AT APPROXIMATELY 7:00PM TO CREATE A SPECIAL ASSESSMENT DISTRICT FOR LATHERS STREETLIGHTS
6. REQUEST TO APPROVE BUDGET AMENDMENT REQUEST FOR OHM FOR THE HURON STREET PATHWAY PROJECT IN THE AMOUNT OF \$6,800.00 BUDGETED IN LINE ITEM #212-970-000-997-250
7. REQUEST TO APPROVE THE AGREEMENT WITH HOPPE DESIGN FOR DESIGN, BIDDING AND CONSTRUCTION SERVICES FOR IMPROVEMENTS TO THE IT NETWORK ROOM AND CIVIC CENTER/14B CAMPUS SECURITY SCREENING IN THE AMOUNT OF \$22,000.00 BUDGETED IN LINE ITEM #101-970-000971-003
8. REQUEST TO APPROVE AGREEMENT WITH WASHTENAW COMMUNITY COLLEGE FOR EXTENSION CENTER OFFERINGS
9. REQUEST TO APPROVE CHANGE ORDER WITH GENERAL CODE FOR THE ADDITION OF THE LASERFICHE ENTERPRISE CONTENT MANAGEMENT SYSTEM – FINANCIAL MANAGEMENT WORK FLOW FOR ACCOUNTS PAYABLE IN THE AMOUNT OF \$28,650.00 BUDGETED IN LINE ITEM #101-266-000-977-001
10. REQUEST APPROVAL OF AGREEMENT WITH BS&A SOFTWARE FOR SOFTWARE INTEGRATION TO CONNECT BS&A WITH LASERFICHE DOCUMENT MANAGEMENT SYSTEM
11. REQUEST FOR REIMBURSEMENT FOR PROFESSIONAL SERVICES RENDERED BY ATTORNEY MARY ELLEN GUREWITZ IN MAY, 2020, IN DEFENSE OF LEGAL ACTION, A LAWSUIT BY BRENDA STUMBO AND LARRY DOE AGAINST KAREN LOVEJOY ROE, WASHTENAW COUNTY CIRCUIT COURT CASE NUMBER 20-000443-Z, IN HER OFFICIAL LEGAL CAPACITY AS YPSILANTI TOWNSHIP CLERK IN THE AMOUNT OF \$4,625.00 AND APPROVE A BUDGET AMENDMENT FOR THE AMOUNT
11. BUDGET AMENDMENT #13

BOARD MEMBER UPDATES

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

**Charter Township of Ypsilanti
Public Meeting Notice
Board of Trustees Work Session and Regular Meeting
October 20, 2020 5:00pm and 7:00pm**

PLEASE TAKE NOTICE that the Charter Township of Ypsilanti Board of Trustees will hold a Work Session and Regular Meeting scheduled for **October 20, 2020 at 5:00pm (Work Session) and 7:00pm (Regular Meeting)**. This meeting will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 under the Governor of Michigan's Executive Order 2020-129.

Public comment will be handled by the "Raise Hand" method as instructed below within Participant Controls.

To comply with the Americans with Disabilities Act (ADA), Any citizen requesting accommodation to attend this meeting, and/or to obtain this notice in alternate formats, please contact Clerk's Office at 734-484-4700, at least two business days prior to the meeting.

Meeting Information:

Hi there,

You are invited to a Zoom webinar.

When: Oct 20, 2020 05:00 PM Eastern Time (US and Canada)

Topic: Township Board of Trustees Work Session/Regular Meeting October 20, 2020

Please click the link below to join the webinar:

<https://ytown.zoom.us/j/97582088551>

Or iPhone one-tap :

US: +19292056099,,97582088551# or +13017158592,,97582088551#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 975 8208 8551

International numbers available: <https://ytown.zoom.us/j/97582088551>

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided above.
2. Enter the Meeting ID number (also provided above) when prompted using your touch- tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provided below. The details include a link to “Join via computer” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number.
2. Enter the Meeting ID number (also provided above) when prompted using your touch- tone (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your 2- digit participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen, you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View Participant list – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” shows the active speaker. “Gallery view” tiles all of the meeting participants.

If you have any further questions or concerns, please call 734-484-4700 or email Clerk Karen Lovejoy Roe at klovejoyroe@ytown.org or Deputy Clerk Lisa Stanfield at lstanfield@ytown.org.

PUBLIC HEARING

1.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2020-25

SPECIAL ASSESSMENT LEVY

WHEREAS, the Charter Township of Ypsilanti Board of Trustees, on October 20, 2020 held a public hearing on the proposed special assessment roll prepared by the Deputy Assessor, a copy of which is on file in the Clerk's Office, after advertising the same in a newspaper of record in the Township, and;

WHEREAS, on October 20, 2020 the Ypsilanti Township Board heard comments on said proposed special assessment roll prepared by the Deputy Assessor.

NOW THEREFORE, BE IT RESOLVED that the proposed special assessment roll prepared by the Assistant Assessor for the Charter Township of Ypsilanti be adopted and the amounts set forth on the special assessment roll be levied on the 2020 Winter Tax Roll.

**PUBLIC ACT 188 OF 1954 PROCEEDINGS
CHARTER TOWNSHIP OF YPSILANTI
WASHTENAW COUNTY, MICHIGAN
NOTICE OF PUBLIC HEARING
ON SPECIAL ASSESSMENT ROLL**

PLEASE TAKE NOTICE that the Supervisor and Assessing Officer of the Township has reported to the Township Board and filed in the Office of the Township Clerk for public examination a special assessment roll prepared by the Assessor covering all properties within the Special Assessment Districts benefited by the districts listed below.

PLEASE TAKE FURTHER NOTICE that the Assessing Officer has further reported that the assessment against each parcel of land within said district is such relative portion of the whole sum levied against all parcels of land in said district as the benefit to such parcels bears to the total benefit to all parcels of land in said district.

PLEASE TAKE FURTHER NOTICE that the Township Board will hold a public hearing at the Ypsilanti Township Civic Center, 7200 S. Huron River Drive, Ypsilanti, MI on **October 20, 2020**, for the purpose of reviewing said special assessment roll and hearing any objections thereto. Said roll may be examined at the office of the Township Clerk during regular business hours of regular business days until the time of said hearing and may further be examined at said hearing. Appearance and protest at the hearing held to confirm the special assessment roll is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal.

An owner, or partner in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance should not be required. (The owner or any person having an interest in the real property who protests in person or in writing at the hearing may file a written appeal of the special assessment with the Michigan Tax Tribunal within 30 days after the confirmation of the special assessment roll.

THE FOLLOWING ARE THE PROPOSED SPECIAL ASSESSMENT ROLLS TO BE LEVIED ON THE 2020 WINTER TAX ROLL

<u>SPECIAL ASSESSMENT</u>	<u>CODE</u>
Sherman Oaks Water	051

SECURITY CAMERA SPECIAL ASSESSMENTS

<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>
Sugarbrook	060	West Willow	061
Thurston Area	062	Apple Ridge Area	063
Bud- Blossom Area	064	Holmes Rd Area	066
Huron Heights/ Huron Ridge	068	Creekside Village South	069
Manors at Creekside Village	070	Lakewood- Majestic Lks	071
Ponds at Lkwd- Maj Pond	072	Redwood/ Nautica Pt Apts	073
Cliffs Condos	074	Crystal Ponds	075

STREET LIGHT SPECIAL ASSESSMENTS

<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>	<u>DISTRICT</u>	<u>CODE</u>
Shady Knoll 1-6	101	Nancy Park 1-3	102	Nancy Park 5-6	103
West Willow #1	104	Ypsi Twp Area	105	West Willow #2	106
Hickory Hill	107	Washtenaw Orchard	108	Washtenaw Ridge	109
Nancy Park #7	111	Rambling Road	112	Hickory Hill #1	113
Onandaga Street	114	West Willow Dist 3	115	S. Devonshire	116
Washtenaw Concourse	117	Delaware Street	118	Washtenaw CC #4	119
Ivanhoe Area	120	Oswego/Cayuga	121	Hawthorne Street	122
Hunt/Hollis	123	Turtle Creek	124	Turtle Creek 2	125
Debby Court	126	Lynne Street	127	West Willow 10&11	129
Johnson Place	130	Huron Hearthsides	131	Oakland Estates	132
Washtenaw Clubview	133	Oakland Estates #3	134	Brookside Street	135
Huron Commercial	136	Crestwood Sub	137	Kansas St	138
Hayes Street	139	Ford Lake Village	140	Ford Lake Village #2	141
Streamwood 1-7	142	Deauville Parrish	146	Spruce Falls	147
Bagley Street	148	Partridge Creek #1	149	Georgetown Condos	150
Streamwood #8	151	Smokler Textile	152	Greene Farms #1 & #2	153
Golf Estates	154	Ohio St 2000	155	N. Kansas	156
Russell St	157	Dakota	158	Paint Creek Farms	159
Whispering Meadows #1	160	Amberly Grove	162	Greenfields #1	163
Partridge Creek 2&3	164	Partridge Creek North	165	Campbell St	166
Preserves	167	S Ivanhoe St	168	Clubview Sub	169
Wash Clubview	170	Taft Ave	171	Devonshire & Oregon	172
Greene Farms #3	173	Greene Farms #4	174	Raymond Meadows	175
Tyler Rd	176	Washtenaw Bus Park	177	Whittaker Village	178
Tremont Park #1	179	Tremont Park #2	180	Kirk St	181
Greene Farm 5	182	Greene Farm 6	183	Woodlawn St	184
Greenfields 2 & 3	185	Greene Farms #7	186	Whispering Meadows	187
Huron Meadows	188	Rivergrove	189	Aspen Ridge	191
Gates Ave	193	Fairway Hills	194	Washtenaw Clubview	196
Bradley Ave	197	Creekside West	198	Creekside South	199
Creekside East	201	Lakeview Area	202	Majestic Lake	203
Firwood Area	204	Bradley St	205	136- 177 Conversion	206
Lakeview #2	207	Tremont Park Sub	208	Turtle Creek #2	209
Creekside Village West #2	211	Manors of Creekside Village	212	Creekside Village South #2	213
Lakewood- Majestic Lakes	214	Ponds at Lkwd-Maj Ponds	215	Redwood/ Nautica Pt Apts	216
Ponds at Lkwd/ Maj Pds-2	217	Majestic Lks & Estates	218	Crystal Ponds	219

KAREN LOVEJOY ROE, CLERK
Charter Township of Ypsilanti

The Ypsilanti Township Board will provide necessary reasonable auxiliary aids and services to individuals with disabilities requiring auxiliary aids or services. Individuals should contact the Ypsilanti Township Board by writing or calling the following: KAREN LOVEJOY ROE, CLERK, 7200 S. Huron River Drive, Ypsilanti, MI 48197, PHONE: (734) 484-5156 or E-MAIL: kllovejoyroe@ytp town.org

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2020-21

Resolution Confirming Special Assessment District #219 for the Crystal Pond Streetlights

Whereas, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

Whereas, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

Now Therefore, be it resolved, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$34.31 per parcel is hereby confirmed and shall be added to and also known as Crystal Pond Streetlight Special Assessment District #219.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2020-22

Resolution Confirming Special Assessment District #075 for the Crystal Pond Neighborhood Security Cameras

Whereas, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

Whereas, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

Now Therefore, be it resolved, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$51.11 per parcel is hereby confirmed and shall be added to and also known as Crystal Pond Neighborhood Security Camera Special Assessment District #075.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2020-23

Resolution Confirming Special Assessment District #217 for the Ponds at Lakewood and Majestic Ponds 2 Streetlights

Whereas, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

Whereas, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

Now Therefore, be it resolved, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$31.27 per parcel is hereby confirmed and shall be added to and also known as Ponds at Lakewood and Majestic Ponds 2 Streetlight Special Assessment District #217.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2020-24

Resolution Confirming Special Assessment District #218 for the Majestic Lake Estates and Village at Majestic Lakes Streetlights

Whereas, the Township has given notice of the public hearing to consider the assessment roll prepared by the Assessor as required by law; and

Whereas, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Township Board deems said special assessment roll to be fair, just, and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

Now Therefore, be it resolved, that

1. The special assessment roll as prepared by the assessor in the annual amount of \$60.61 per parcel is hereby confirmed and shall be added to and also known as Majestic Lakes Estates and Village at Majestic Lakes Streetlight Special Assessment District #218.
2. The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with his/her warrant attached, commanding the Treasurer to collect such assessments in accordance with state law.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 30, 2020 SPECIAL BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 5:00 p.m. on a Zoom Virtual Board meeting. Supervisor Stumbo stated because this meeting is on Zoom we would not be able to do The Pledge of Allegiance or a moment of silent prayer.

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

Legal Counsel Present: Attorney Wm Douglas Winters

**1. REQUEST OF MICHAEL SARANEN, HYDRO OPERATOR MANAGER TO
AUTHORIZE THE SUPERVISOR AND CLERK TO SIGN OUR ANNUAL INTERNAL
USE CONTRACT FOR RENEWABLE ENERGY CREDITS (REC's)**

A motion was made by Trustee Eldridge, supported by Lovejoy Roe to Approve the Request of Michael Saranen, Hydro Operator manager to Authorize the Supervisor and Clerk to Sign Our Annual Internal Use Contract for Renewable Energy Credits (REC's) (see attached).

The motion carried unanimously.

**2. REQUEST OF CARL ROWSEY, COMPOST SITE DIRECTOR TO APPROVE THE
FOLLOWING FOR CONSTRUCTION OF A NEW COMPOSTING PAD FOR A
TOTAL AMOUNT OF \$137,161.00**

- A) ACCEPT LOW BIDS FROM MICHIGAN CAT FOR \$10,587.00 AND FARMER UNDERWOOD TRUCKING IN THE AMOUNT OF \$54,000.00
- B) WAIVE FINANCIAL POLICY FOR SINGLE SOURCE SUPPLIERS GER-TURF IN THE AMOUNT OF \$12,574.00 AND CADILLAC ASPHALT IN THE AMOUNT OF \$60,000.00

A motion was made by Trustee Ross-Williams, supported by Clerk Lovejoy Roe to Approve the Request of Carl Rowsey, Compost Site Director to Approve the Following for Construction of a New Composting Pad for a Total Amount of \$137,161.00.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 30, 2020 SPECIAL BOARD MEETING
PAGE 2**

- 3. REQUEST BY CLERK LOVEJOY ROE TO ACCEPT GRANT FROM TECH AND CIVIC LIFE IN THE AMOUNT OF \$35,445.00 AND AUTHORIZE SUPERVISOR AND CLERK TO SIGN**

A motion was made by Trustee Jarrell Roe, supported by Clerk Lovejoy Roe to Approve the Request by Clerk Lovejoy Roe to Accept Grant from Tech and Civic Life in the Amount of \$35,445.00 and Authorize Supervisor and Clerk to Sign (see attached).

The motion carried unanimously.

- 4. REQUEST TO APPROVE THIRD AGREEMENT FROM WASHTENAW COUNTY ROAD COMMISSION FOR CRACK SEALING IN THE AMOUNT OF \$14,000.00**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Third Agreement from Washtenaw County Road Commission for Crack Sealing in the Amount of \$14,000.00 (see attached).

The motion carried unanimously.

- 5. REQUEST BY MIKE HOFFMEISTER, RESIDENTIAL SERVICE DIRECTOR AND SUPERVISOR STUMBO TO APPROVE NEW WASTE MANAGEMENT AGREEMENT OR EXTEND EXISTING CONTRACT IF NEW CONTRACT ISN'T APPROVED BY THEIR LEGAL COUNSEL AND AUTHORIZE SIGNING**

A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Approve Request by Mike Hoffmeister, Residential Service Director and Supervisor Stumbo to Approve New Waste Management Agreement or Extend Existing Contract if New Contract isn't Approved by their Legal Counsel and Authorize Signing.

The motion carried unanimously.

- 6. BUDGET AMENDMENT #12**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Budget Amendment #12 (see attached).

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 30, 2020 SPECIAL BOARD MEETING
PAGE 3**

The meeting adjourned at approximately 5:31 p.m.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RENEWABLE ENERGY CREDITS ("RECs") PURCHASE AND SALE AGREEMENT ("Agreement")

Buyer:	Charter Township of Ypsilanti	Address: 7200 South Huron River Dr. Ypsilanti, MI 48197
Buyer Contact :	Contact Name: Brenda Stumbo, Supervisor	Contact Telephone Number: 734-481-0617 Contact Fax Number: 734-484-0002 Contact E-mail:
Seller:	Charter Township of Ypsilanti Ford Lake Hydroelectric Station	Address: 7200 S. Huron River Dr. Ypsilanti, MI 48197
Seller Contact:	Contact Name: Michael Saranen, Operation Manager Brenda Stumbo, Supervisor	Contact Telephone Number: 734-544-3748 Contact Fax Number: 734-544-3626 Contact E-mail:
Transaction Date:		
Product:	Michigan RECs/IRECs	
Vintage:	May 2019 to November 2019	
Quantity:	1,027	
Purchase Price:	Seller shall sell to Buyer, and Buyer shall purchase from Seller, the RECs for the purchase price set forth below. \$0.00 per REC for each delivered REC	
Transfer of RECs:	Seller shall transfer to Buyer via MiREC 1,017 RECs/IRECs on or before December 30, 2020.	
Payment:	<p>Seller shall invoice Buyer for payment not later than three (3) business days after transfer of RECs to Buyer. Payment by Buyer to Seller shall be due five (5) business days after transfer of RECs. All funds to be paid to Seller shall be rendered in the form of immediately available funds (U.S. Dollars) by check or in such other form as agreed to by the parties. If either party fails to remit any amount payable by it when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published by in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.</p> <p>Seller's Payment Instructions:</p> <p style="padding-left: 40px;">Make check payable to: Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197</p>	
General Terms and Conditions:	<p><u>Representations and Warranties of Seller.</u> Seller represents and warrants to Buyer that (i) each REC meets the specifications set forth in this Agreement; (ii) Seller has good and marketable title to the RECs; (iii) all right, title and interest in and to the RECs are free and clear of any liens, taxes, claims, security interests, or other encumbrances; and (iv) Seller has not made any claims that the energy associated with the RECs is renewable energy. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</p>	

Event of Default. For purposes of this Agreement, a party shall be in default (each of the following, an "Event of Default"): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party; or (iv) if a Party makes an assignment or any general arrangement for the benefit of its creditors; files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors; has a petition filed against it, and such petition is not dismissed within sixty (60); or otherwise becomes bankrupt or insolvent (however evidenced).

Remedies upon Default. If either Party is in default, the non-defaulting party may select any or all of the following remedies: (i) upon two (2) business days' written notice to the defaulting party, terminate this Agreement, (ii) withhold any payments and deliveries due in respect of this Agreement, and (iii) exercise such other remedies available at law or in equity.

If Buyer is in default and Seller elects to terminate this Agreement, then Buyer shall pay Seller, within ten (10) business days of invoice receipt, an amount equal to the sum of (i) the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid, and (ii) the positive difference, if any, obtained by subtracting the market price, as reasonably determined by Seller, for the RECs from the contract price multiplied by the amount of RECs not received, plus reasonable third party fees (including broker fees) and legal costs incurred by Seller in enforcement and protection of its rights under this Agreement.

If Seller is in default and Buyer elects to terminate this Agreement, then Seller shall pay Buyer, within ten (10) business days of invoice receipt, an amount equal to the positive difference, if any, obtained by subtracting the contract price from the market price, as reasonably determined by Buyer, for the RECs multiplied by the amount of RECs not delivered, plus reasonable third party fees (including broker fees) and legal costs incurred by Buyer in enforcement and protection of its rights under this Agreement. In no event does the foregoing relieve Buyer of its obligation to pay Seller the contract price multiplied by the contract quantity for any RECs delivered to Buyer for which Seller has not been paid.

Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS (EXCEPT TO THE EXTENT THAT ANY DIRECT DAMAGES INCLUDE AN ELEMENT OF PROFIT).

Confidentiality. The parties agree to keep confidential the contents of this Agreement and any information made available by one party to the other party with respect to this Agreement.

Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party, and any of said other party's affiliates, directors, officers, employees, agents and permitted assigns, from and against all claims, losses, incidents, liabilities, damages, judgments, awards, fines, penalties, costs, and expenses (including reasonable attorneys' fees and disbursements) directly incurred in connection with or directly arising out of: (i) any breach of representation or warranty or failure to perform any covenant or agreement in this Agreement; or (ii) any violation of applicable law, regulation or order by said party including any adverse liens, claims or encumbrances on the RECs.

Notices. All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile (with confirmation of transmission); or (iv) five (5) business days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses above (or to such other address furnished in writing by one party to the other party).

Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

Amendment. This Agreement may be amended at any time, but only by a written agreement signed by both parties.

No Waiver. No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

Severability. If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

Complete Agreement. This Agreement represents the parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, excluding any choice of law or conflicts of law rules or principles that would result in application of the laws of a different jurisdiction.

Dispute Resolution. Any dispute or claim between the parties arising from this Agreement not resolved by negotiation in good faith within thirty (30) days will be settled by arbitration pursuant to the then applicable Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held in Houston, Texas. Either party may initiate such arbitration upon seven (7) days advance written notice to the other party. The parties shall divide equally the costs of the arbitrator and arbitration hearing, and each party shall be responsible for its own expenses and those of its legal counsel or other representatives. The parties agree that any determination of the arbitrator shall be final and binding and that judgment on the award in arbitration may be entered in any court of competent jurisdiction.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.

Forward Contract. This Agreement constitutes a "forward contract" and each party represents and warrants that it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

By signing below, the parties agree to be bound by the terms and conditions contained in this Agreement.

Buyer: Charter Twp. of Ypsilanti		Seller: Charter Twp of Ypsilanti	
Signature: <i>Brenda L. Stumbo</i>	Title: <i>Supervisor</i>	Signature: <i>Karen Lovejoy Roe</i>	Title: <i>Clerk</i>
Printed Name: Brenda L. Stumbo	Date: <i>[Signature]</i>	Printed Name: Brenda L. Stumbo	Date: <i>[Signature]</i>
<i>Supervisor</i>	<i>Clerk</i>	<i>Supervisor</i>	<i>Clerk</i>

ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	May-19	MIRECS-REC-	7
ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	May-19	MIRECS-IREC	30
ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Jun-19	MIRECS-REC-	292
ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Jun-19	MIRECS-IREC	26
ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Jul-19	MIRECS-REC-	154
ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Jul-19	MIRECS-IREC	14
ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Aug-19	MIRECS-REC-	81
ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Aug-19	MIRECS-IREC	7
ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Sep-19	MIRECS-REC-	123
ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Sep-19	MIRECS-IREC	11
ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Oct-19	MIRECS-REC-	200
ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Incentive	IREC	Oct-19	MIRECS-IREC	19
ACT	Charter Twp	147	GEN119	Ford Lake	1/1/1993	Hydroelec	RECS	Nov-19	MIRECS-REC-	63
									Total	1027



CENTER FOR
TECH AND
CIVIC LIFE

September 23, 2020

Ypsilanti Charter Township, Michigan
Municipal Clerk
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Dear Karen Lovejoy Roe,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Ypsilanti Charter Township, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of the Ypsilanti Charter Township Clerk ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$39,445.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Ypsilanti Charter Township in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and

jurisdiction (“Applicable Laws”). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and



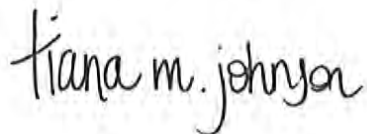
shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.

8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Municipal Clerk ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life



GRANTEE

Brenda L. Stumbo

Karen Lovejoy Roe

By: _____

Brenda L. Stumbo

Karen Lovejoy Roe

Title: _____

Supervisor

clerk

Date: _____

10-5-2020



2020 YPSILANTI TOWNSHIP THIRD AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of Sept., 2020, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

1. Washtenaw Club View Subdivision (Sec 7):

Work to include crack sealing. Roads to include:

- Verna Avenue, North Clubview Drive to Edison Avenue
- Senate Avenue, North Clubview Drive to Hillcrest Boulevard
- Greenside Avenue, North Clubview Drive to Edison Avenue
- Valley Drive, Edison Avenue to Hewitt Road
- Senate Avenue, Edison Avenue to Valley Drive
- Elmhurst Avenue, Valley Drive to Burns Avenue
- Midvale Avenue, Edison Avenue to Hewitt Road
- Burns Avenue, North Clubview Drive to Hewitt Road
- Harding Avenue, Edison Avenue to Hewitt Road
- McKinley Avenue, Edison Avenue to Hewitt Road
- Merrill Avenue, Edison Avenue to Hewitt Road

Estimated project cost:

\$ 15,100.00

2. Huron Dam Subdivision (Sec 24):

Work to include crack sealing. Roads to include:

- Cottage Lane, Grove Road to Hearthside Drive
- Hearthside Drive, Lakeview Avenue to Lakeview Avenue
- Garden Court, Lakeview Avenue to end of road
- Bradley Avenue, Lakeview Avenue to Grove Road
- Moeller Avenue, Lakeview Avenue to Grove Road
- McGregor Avenue, Lakeview Avenue to Grove Road
- Bomber Avenue, Lakeview Avenue to Grove Road
- Woodale Avenue, Lakeview Avenue to Grove Road
- Ide Avenue, Lakeview Avenue to Grove Road
- Morris Avenue, Ide Avenue to Bradley Avenue

Estimated project cost:

\$ 6,800.00

3. **Manors at Creekside Village Subdivision (Sec 34):**

Work to include crack sealing. Roads to include:

- Creekway Drive, Tuttle Hill Road to end of road
- Creekway Court, Creekway Drive to end of road
- Lakeway Street, Merritt Road to Creekway Drive
- Natalie Drive, Creekway Drive to 7250 Natalie Drive
- Natalie Court, Natalie Drive to end of road

Estimated project cost: \$ 6,100.00

AGREEMENT SUMMARY


2020 LOCAL ROAD PROGRAM

Washtenaw Club View Subdivision (Sec 7)	\$ 15,100.00
Huron Dam Subdivision (Sec 24)	\$ 6,800.00
Manors at Creekside Village Subdivision (Sec 34)	<u>\$ 6,100.00</u>
Subtotal	\$ 28,000.00

Less WCRC 2020 Conventional Matching Funds \$ 14,000.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2020: \$ 14,000.00


FOR YPSILANTI TOWNSHIP:




Brenda L. Stumbo, Supervisor 10-5-2020



Witness



Karen Lovejoy Roe, Clerk 10-5-2020



Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Sheryl Soderholm Siddall, Managing Director

Witness

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #12**

September 30, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND	Total Increase	<u>\$73,270.00</u>
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Request to increase the budget for additional election workers, overtime of Township staff, election supplies including an additional scanner and rental of space at the Marriott, Moose Lodge and Golf Club for the upcoming November election. The Township was awarded a grant from the Center for Tech and Civic Life, a non profit organization, in the amount of \$39,445. This will be funded by a grant and an appropriation of prior year fund balance.

Revenues:	Grants - NonProfit/Private	101-000-000-675.009	\$39,445.00
	Prior Year Fund Balance	101-000-000-699.000	<u>\$33,825.00</u>
		Net Revenues	<u><u>\$73,270.00</u></u>
Expenditures:	Appointed Officials - Election Workers	101-215-000-704.000	\$32,000.00
	Overtime	101-215-000-709.000	\$22,000.00
	Election Supplies	101-215-000-740.010	\$9,670.00
	Equipment Rental	101-215-000-941.000	\$9,600.00
		Net Expenditures	<u><u>\$73,270.00</u></u>

206 - FIRE FUND	Total Increase	<u>\$27,000.00</u>
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Request to increase budget for the First Responder Hazard Pay Premiums Program (FRHPPP) the Township received from the State to pay our fire first responders \$1,000 each for hazard pay during the Pandemic. The program is funded under Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136.

Revenues:	Other Federal Grants	206-000-000-528.000	\$27,000.00
		Net Revenues	<u>\$27,000.00</u>
Expenditures:	FRHPPP - Cares Grant	206-206-000-706.016	\$27,000.00
		Net Expenditures	<u>\$27,000.00</u>

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)	Total Increase	<u>\$5,500.00</u>
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Request to increase budget for the purchase of trees to be planted at our parks and properties. This is funded by a reserve account for tree replacement within the appropriated prior year fund balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$5,500.00
		Net Revenues	<u>\$5,500.00</u>
Expenditures:	Capital - Landscape and Trees	212-970-000-975.600	\$5,500.00
		Net Expenditures	<u>\$5,500.00</u>
Fund Equity	Reserved for Tree Replacement	212-000-000-371.005	(\$5,500.00)
Fund Equity	Fund Balance	212-000-000-390.000	\$5,500.00
			<u><u>\$0.00</u></u>

Motion to Amend the 2020 Budget (#12)

Move to increase the General Fund budget by \$73,270 to \$10,368,837 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$27,000 to \$6,578,582 and approve the department line item changes as outlined.

Move to increase the BSR II Fund budget by \$5,500 to \$2,408,917 and approve the department line item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2020 WORK SESSION MEETING

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

Members Present: Supervisor Stumbo, Clerk Lovejoy Roe, Treasurer Doe,
Trustees: Eldridge and Ross-Williams

Members Absent: Trustees: Jarrell Roe and Wilson

Legal Counsel: Wm. Douglas Winters

1. 2019 FINANCIAL PRESENTATION.....RANA EMMONS, PSLZ

Rana Emmons, PSLZ gave a presentation from 2019. She said the Township has a very good financial report and filed on time. She said the taxable values increased 8.2%. She said state shared revenue was up 3.8%. She said for the last few years we were getting 2% increase and before that it was flat. She said the property taxes are up quite a bit. She said even with the transfers out of the general fund the township still added \$300,000.00 to the general fund for a total balance of 6,745,000.00. She said the general fund came in under budget at \$1.67 million in expenses. Ms. Emmons stated the Township did not have any new debt in 2019 and paid down \$1.78 million of principal on the debt.

2. 2020 BUDGET REVIEW

- **FUND 206 – FIRE** – Chief Copeland explained the budget for the fire department. He said they had a 2 ½ increase in their revenue. He said most of their permit fees remained the same. He said in the past several years he has solicited for regional grants and he said he considered them somewhat of a revenue pool because it helps cut expenditures in capital outlay. He said they have submitted for the Covid supply grant. He said that is why there is an increase in expenditures. He said they are purchasing about \$17,000.00 worth of Covid supplies under the 10% match. He said for capital

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2020 WORK SESSION MEETING
PAGE 2

improvements for 2021 they will have the parking lot redone at Station #3. He said they plan on repairing the asphalt at Station #4 and fix the drainage problem. Chief Copeland stated he is hoping to get the bathrooms redone at the main fire station if the bids come back at a reasonable cost.

- **FUND 212 – BSR II** – Supervisor Stumbo stated there were no big changes with this fund. She said they decreased \$37,000.00 that they had sent to the Golf Course and increased what transferred to the Recreation by \$37,000.00. She said all capital improvements will come back to the board.
- **FUND 249 – BUILDING** – Mike Radzik stated this fund is 100% supported by fee revenue. He said 2018 and 2019 were very good years for the building fund. He said 2020 has not been good because of COVID our revenues are down about 30%. He said they laid off their full time plumbing inspector and offered him to continue to do plumbing inspections on a contract basis. He said we eliminated that position due to the loss of revenue from plumbing permits.
- **FUND 252 – HYDRO** – Michael Saranen stated there was not much change in the 2021 budget. He said they were being conservative looking at prior revenue. He said they have an increase in their Professional Services because we are expecting some follow up with our 5 year inspection report that is being done now and would be filed with the federal energy regulatory commission by the end of the year.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2020 WORK SESSION MEETING
PAGE 3

- **FUND 266 – LAW ENFORCEMENT** – Mike Radzik stated the revenue has been projected to be 2%-3% higher. He said the revenue for 2020 ended up being \$200,000.00 more than what was projected for 2020. He said all the other revenue line items have remained the same. Mr. Radzik explained the various expenditures and revenues with the law enforcement fund. He said last year they had tried to contract with the jail to have people pick up trash along the road but because the economy has been so good they didn't have participants available for the work program. He said they contracted with the lawn care service and that has worked out very well. He said they will continue to use this service to pick up the trash along the roads and in our parks. He said if the Board decides to bid this out he will, but he said this lawn care service has done an excellent job. Mr. Radzik stated the police service unit price to the Township and all the other municipalities goes up 1.5%. He said that the new rate will be \$163,060.00 for each PSU. He said the recommendation is to continue at our current staffing level of 38 PSU's which he said equates to 38 full time Sheriff Deputies, 6 Sergeants, 1 Community Action Sergeant, and 1 Lieutenant. He said that is a total of 45 sworn officers and he said it includes full use of the Detective Bureau, SWAT Division, Canine Division, Computer Forensics, and Community Engagement Services. He said the next two line items are new. He said one is Police Security at 14B District Court. Mr. Radzik stated that 14B Court is the only District Court in the County that does not have some form of sworn armed security in the court. He said they will be uniformed Sheriff Deputies. The Investigator that was sent down from the State to look at the Court he recommended that since the Civic Center and 14B Court was connected and had a connecting doorway, if it was decided to have one main entrance where people coming in would be directed to either the Court or the Civic Center the State Administrators office would consider the entire complex connected and the Civic Center could also prohibit firearms from coming into the building and the Court Security Officers could also react to anything happening in the Civic Center including patrolling the Civic Center

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2020 WORK SESSION MEETING
PAGE 4

campus and the court. He said the next new item is called LEAD (law enforcement assisted diversion). Mr. Radzik said it is a pilot program that has been used in Seattle Washington that has been highly successful in reducing root causes of crime, reducing drug related crimes, homelessness related crimes, poverty related crimes and petty crimes that effect people in neighborhoods. He said it has led to harm reduction and increases quality of life for a lot of people not only the offenders but he said it also helped victims of these crimes because they were no longer committing crimes. Mr. Radzik stated that Supervisor Stumbo had asked Sheriff Clayton if he would initiate a pilot program with LEAD in Ypsilanti Township. He said Sheriff Clayton is interested in bringing this program to the Township. Mr. Radzik said the Sheriffs' department has received a grant for this program. He said he is not for sure what cost this would be for Ypsilanti Township. He said he budgeted what he thought would be the cost to sustain this program through 2021.

Supervisor Stumbo stated since the neighborhood watch coordinator left, Robin Castle-Hines has been helping out with the zoom neighborhood watch meetings and she appreciates Robins' efforts.

- **FUND 590 – COMPOST**

Supervisor Stumbo explained the compost budget. She said they need gate attendants at the Compost site.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2020 WORK SESSION MEETING
PAGE 5**

AGENDA REVIEW

CONSENT AGENDA

- A. MINUTES OF THE SEPTEMBER 15, 2020 WORK SESSION AND REGULAR MEETING**
- B. STATEMENTS AND CHECKS**
 - 1. STATEMENTS AND CHECKS FOR OCTOBER 6, 2020 IN THE AMOUNT OF \$1,366,489.00**

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters spoke about the case against David Kircher. He said the engagement letter needs to be signed by the Supervisor and the Clerk.

OLD BUSINESS

- 1. RESOLUTION 2020-11, CREATION OF NEIGHBORHOOD STREETLIGHT SPECIAL ASSESSMENT DISTRICT #219 CRYSTAL POND
(PUBLIC HEARING HELD AT THE SEPTEMBER 15, 2020 REGULAR MEETING)**
- 2. RESOLUTION 2020-12, CREATION OF NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT #075 CRYSTAL POND (Public Hearing held at the September 15, 2020 Regular Meeting)**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2020 WORK SESSION MEETING
PAGE 6**

NEW BUSINESS

**1. REQUEST TO APPROVE GRANT AWARD AGREEMENT WITH
WASHTENAW COUNT CLERK/REGISTER FOR VOTING EQUIPMENT**

Clerk Lovejoy Roe stated this was what she had presented to the Board before. She said a grant would pay for half of a high speed scanner or we would get one regular scanner and this is for the regular scanner. She said we now have two new scanners. She said when they come she would have one scanner for each precinct and one backup.

Treasurer Doe asked if this was the grant for \$39,000.00. Clerk Lovejoy Roe stated that was a grant they received for the extra absentee ballots and for Covid. She said they purchased one additional scanner with the funds from that grant.

**2. REQUEST TO APPROVE THE SALE OR REMOVAL OF EXCESS TOWNSHIP
EQUIPMENT**

**3. RESOLUTION 2020-19, TO EXTEND THE DEADLINE TO DECEMBER 31,
2021 FOR THE CHARTER TOWNSHIP OF YPSILANTI TO CONVEY 24,975
ACRES LOCATED AT 1500 S. HURON (AS PROVIDED IN RESOLUTION
2019-60) TO THE ANN ARBOR YMCA CONDITIONED UPON THE YMCA
CONSTRUCT AND OPERATE A RECREATIONAL FACILITY CONTINGENT
UPON THE COMPLETION OF YMCA'S DUE DILIGENCE
INVESTIGATIONS INCLUDING THE COMPLETION OF A FEASIBILITY
STUDY AND THE APPROVAL BY THE PARTIES OF A MUTUALLY
ACCEPTABLE "MEMORANDUM OF UNDERSTANDING SETTING FORTH
THE RIGHTS AND RESPONSIBILITIES OF THE TOWNSHIP AND THE ANN
ARBOR YMCA"**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2020 WORK SESSION MEETING
PAGE 7**

AUTHORIZATION AND BIDS

- 1. REQUEST TO AWARD THE LEASE AGREEMENT FOR GOLF CARTS TO GOLF CARS PLUS/YAMAHA FOR FIVE YEARS IN THE AMOUNT OF \$45,304.22 PER YEAR BUDGETED IN LINE ITEM #584-584-000-757-003**

Mike Hoffmeister, Residential Services Director stated they just received the new contract and hope to get approval from the Board with Attorney review.

Attorney Winters asked if Yamaha was going to handle the maintenance of these carts.

Kirk Sherwood, Golf Manager stated they would be handling the maintenance including oil changes. He explained the contract to the Board.

Mike Hoffmeister stated they requested the bid document would be added to the lease agreement.

The Work Session adjourned at 6:51PM

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2020 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. on a Zoom Virtual Board meeting. Supervisor Stumbo stated because this meeting is on Zoom we would not be able to do The Pledge of Allegiance or a moment of silent prayer.

Members Present: Supervisor Stumbo, Clerk Lovejoy Roe,
Treasurer Doe
Trustees: Stan Eldridge and Heather Jarrell Roe

Members Absent: Trustees: Monica Ross-Williams and Jimmie Wilson

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

JoAnn McCollum, Township Resident stated residents in West Willow are concerned with how their ballots will be handled fairly. She said she receives calls every day and she said she tries to direct them to the Clerks' office but they do not want to do that. She said they question whether the Clerks' office is sincere in the election process. She said this is the reason why Township leaders need to conduct themselves with good ethics and integrity, whether an action is legal doesn't matter.

CONSENT AGENDA

A. MINUTES OF THE SEPTEMBER 15, 2020 WORK SESSION AND REGULAR MEETING

Supervisor Stumbo has made some changes.

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR OCTOBER 6, 2020 IN THE AMOUNT OF \$1,366,489.00

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

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2020 REGULAR BOARD MEETING
PAGE 2**

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

A motion was made by Trustee Eldridge, supported by Treasurer Doe to authorize the signing of the Engagement Letter by Supervisor Stumbo and Clerk Lovejoy Roe.

The motion was carried unanimously.

OLD BUSINESS

- 1. RESOLUTION 2020-11, CREATION OF NEIGHBORHOOD STREETLIGHT SPECIAL ASSESSMENT DISTRICT #219 CRYSTAL POND
(PUBLIC HEARING HELD AT THE SEPTEMBER 15, 2020 REGULAR MEETING)**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Resolution 2020-11, Creation of Neighborhood Streetlight Special Assessment District #219 Crystal Pond (Public Hearing Held at the September 15, 2020 Regular Meeting) (see attached).

Lovejoy Roe.....Yes Doe.....Yes Eldridge.....Yes
Jarrell Roe.....Yes Stumbo.....Yes

The motion carried unanimously.

- 2. RESOLUTION 2020-12, CREATION OF NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT #075 CRYSTAL POND (Public Hearing held at the September 15, 2020 Regular Meeting)**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Resolution 2020-12, Creation of Neighborhood Camera Special Assessment District #075 Crystal Pond (Public Hearing held at the September 15, 2020 Regular Meeting) (see attached).

Eldridge.....Yes Jarrell Roe.....Yes Lovejoy Roe.....Yes
Doe.....Yes Stumbo.....Yes

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2020 REGULAR BOARD MEETING
PAGE 3**

NEW BUSINESS

**1. REQUEST TO APPROVE GRANT AWARD AGREEMENT WITH
WASHTENAW COUNTY CLERK/REGISTER FOR VOTING EQUIPMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Grant Award Agreement with Washtenaw County Clerk/Register for Voting Equipment (see attached).

Supervisor Stumbo asked for a total of the number of scanners that the Clerks' Office has.

Clerk Lovejoy Roe stated there is 19 scanners for each precinct, 10 scanners for the AV Count Board and 1 backup.

The motion carried unanimously.

**2. REQUEST TO APPROVE THE SALE OR REMOVAL OF EXCESS TOWNSHIP
EQUIPMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Sale of Removal of Excess Township Equipment.

The motion was carried unanimously.

**3. RESOLUTION 2020-19, TO EXTEND THE DEADLINE TO DECEMBER 31,
2021 FOR THE CHARTER TOWNSHIP OF YPSILANTI TO CONVEY 24,975
ACRES LOCATED AT 1500 S. HURON (AS PROVIDED IN RESOLUTION
2019-60) TO THE ANN ARBOR YMCA CONDITIONED UPON THE YMCA
CONSTRUCT AND OPERATE A RECREATIONAL FACILITY CONTINGENT
UPON THE COMPLETION OF YMCA'S DUE DILIGENCE INVESTIGATIONS
INCLUDING THE COMPLETION OF A FEASIBILITY STUDY AND THE
APPROVAL BY THE PARTIES OF A MUTUALLY ACCEPTABLE
"MEMORANDUM OF UNDERSTANDING SETTING FORTH THE RIGHTS
AND RESPONSIBILITIES OF THE TOWNSHIP AND THE ANN ARBOR
YMCA"**

Supervisor Stumbo stated due to the Pandemic this has slowed this project down. She said she hopes this will come to formation for our community. She said it was a priority from Washtenaw County but we need to keep pushing for this. She said we cannot get funding without the feasible study.

Clerk Lovejoy Roe explained the history of trying to get a Recreation facility on the eastside of Washtenaw County. She emphasized the reasons we need to work together to get this center in Ypsilanti Township.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2020 REGULAR BOARD MEETING
PAGE 4**

A motion was made by Treasurer Doe supported by Trustee Jarrell Roe to Approve Resolution 2020-19, to Extend the Deadline to December 31, 2021 for the Charter Township of Ypsilanti to Convey 24,975 acres located at 1500 S. Huron (as provided in Resolution 2019-60) to the Ann Arbor YMCA Conditioned upon the YMCA Construct and Operate a Recreational Facility Contingent upon the Completion of YMCA's Due Diligence Investigations including the Completion of a Feasibility Study and the Approval by the Parties of a Mutually Acceptable "Memorandum of Understanding Setting Forth the Rights and Responsibilities of the Township and the Ann Arbor YMCA" (see attached).

The motion carried unanimously.

AUTHORIZATION AND BIDS

- 1. REQUEST TO AWARD THE LEASE AGREEMENT FOR GOLF CARTS TO GOLF CARS PLUS/YAMAHA FOR FIVE YEARS IN THE AMOUNT OF \$45,304.22 PER YEAR BUDGETED IN LINE ITEM #584-584-000-757-003
Per Attorney Approval**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve the Request to Award the Lease Agreement for Golf Carts to Golf Cars Plus/Yamaha for Five Years in the Amount of \$45,304.22 Per Year Budgeted in Line Item #584-584-000-757-003 Per Attorney Approval.

The motion carried unanimously.

BOARD MEMBER UPDATES

Clerk Lovejoy Roe stated that as of today the Clerks' office has sent out over 17,553 absentee ballots. She said we have received back almost one-third of those. She said we have a steady stream everyday of residents coming into the Clerks' Office to register to vote and to vote absentee. She said because of the advertising on the tv and radio people are confused. She said nothing has changed on how we vote absentee in Ypsilanti Township. She said we will process these ballots as we have for years under my leadership and under Supervisor Stumbos' leadership when she was the Clerk. Clerk Lovejoy Roe stated it continues to be a safe process. She said there is an additional drop box at the fire station on Ford Blvd.

Supervisor Stumbo asked about extending the office hours.

Clerk Lovejoy Roe stated we are looking into extending hours during the last two weeks. She said she will let people know when that happens.

Clerk Lovejoy Roe stated the County pays \$1,375.00 for each of the two scanners and the rest of the cost of the scanners will come out of the Grant.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE OCTOBER 6, 2020 REGULAR BOARD MEETING
PAGE 5**

Supervisor Stumbo stated that she has seen how efficient the Clerks' Office is working during this election. She said she has seen how courteous the staff has been and customer oriented and they are doing a great job.

Clerk Lovejoy Roe stated if anyone has concerns they can come in and watch the process.

JoAnn McCollum, Township Resident ask what was the pick-up time for the ballot box at the fire station.

Clerk Lovejoy Roe stated she will pick them up after she does the mail run around 11:00am and they try and pick them up before we leave for the day.

Supervisor Stumbo stated that a retired fire fighter who retired 5 years ago and was 61 passed away last week. She said on US 12 the street lighting is up and running.

Sam Rebach, Township Resident asked about resurfacing the roads in Ford Lake Village.

Supervisor Stumbo stated she will report it to the Washtenaw Road Commission. She said every year we get a report from them and we go over which roads would be done that year. She said based on the budget we will schedule the roads that would be repaired. She said we can ask them to fill in potholes and they will come out right away and fix them. She said she will report it tonight.

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

Motion carried unanimously.

The meeting was adjourned at approximately 7:51PM.

Respectfully Submitted,

**Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti**

**Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti**

Charter Township of Ypsilanti

RESOLUTION NO. 2020-11

CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #219 CRYSTAL POND

WHEREAS, the Planned Development Agreement for Crystal Pond, requires the installation of streetlights in the development. It is being requested of the Board of Trustees for the creation and establishment of special assessment district #219 for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

WHEREAS, the Township Clerk requested of Detroit Edison, proposed plans describing the street lighting improvement and the location of said improvements with an estimate of said costs; and

WHEREAS, on June 24, 2020 Brandon Faron of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for Crystal Pond, Ypsilanti Township, consisting of ninety (90) parcels, which said plans included, *inter alia*, the installation of **“eleven (11) 39w LED Basic Granville luminaires mounted to nine (9) 11’6” black, fluted, fiberglass posts mounted on concrete foundations and install two (2) wood poles with two (2) 6’ support arms and two (2) 136w LED luminaires with gray housing”** with the cost of said improvements being approximately:

Total Estimate Construction Cost:	\$63,139.72
Total Lamp Charge For Three (3) Years:	\$9,262.80
Contribution (Cost minus 3 years revenue):	\$53,876.92
Total Annual Lamp Charges:	\$ 3,087.60

WHEREAS, on July 29, 2020 the Township Clerk received notification from the Township Assessor that the cost of providing thirteen (13) street lights for Crystal Pond, Ypsilanti Township, consisting of 90 parcels, which said plans included, *inter alia*, the installation of **“eleven (11) 39w LED Basic Granville luminaires mounted to nine (9) 11’6” black, fluted, fiberglass posts mounted on concrete foundations and install two (2) wood poles with two (2) 6’ support arms and two (2) 136w LED luminaires with gray housing”** (construction costs of \$53,876.92 for the installation will not be included in the special assessment district and has been paid by the developer) will be **\$34.31** per parcel for a 3-year period; thereafter, said costs shall be estimated at **\$34.31** per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the September 15, 2020 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

WHEREAS, the Township Clerk has also published in a newspaper of general circulation the time, place and purpose of said public hearing and the district affected thereto; and

WHEREAS, on September 15, 2020, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that special assessment district #219 be created for the purpose of providing thirteen (13) streetlights for Crystal Ponds, consisting of 90 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for Crystal Pond, consisting of 90 parcels, which said plans included, *inter alia*, the installation of “**eleven (11) 39w LED Basic Granville luminaires mounted to nine (9) 11’6” black, fluted, fiberglass posts mounted on concrete foundations and install two (2) wood poles with two (2) 6’ support arms and two (2) 136w LED luminaires with gray housing**” (construction costs of \$53,876.92 for the installation will not be included in the special assessment district and has been paid by the developer) will be **\$34.31** per parcel for a 3-year period; thereafter, said costs shall be estimated at **\$34.31** per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

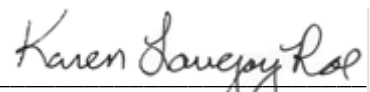
BE IT FURTHER RESOLVED, that the Township Supervisor shall make a special assessment upon all the lands and premises contained herein to defray the expenses of lighting said streets.

BE IT FURTHER RESOLVED, that the Township Board shall hereinafter annually determine on or before September 30 of each year, the amount to be assessed in said district for lighting said streets and shall direct the Township Assessor to levy such amounts therein.

BE IT FURTHER RESOLVED, that when the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.

BE IT FURTHER RESOLVED, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.

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. 2020-11 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 6, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2020-12

CREATION OF NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT #075 CRYSTAL POND

WHEREAS, a requirement of the planned development agreement is neighborhood cameras, the Township Board of the Charter Township of Ypsilanti proposes to install two (2) security cameras to be located at Crystal Pond and

WHEREAS, the developer has paid for the purchase and installation of the security cameras; and

WHEREAS, the Township Board proposes the creation of a special assessment district consisting of 90 parcels known as Crystal Pond, which will be benefited to defray the operation and maintenance cost of the security cameras; and

WHEREAS, the Township Board has solicited *Requests for Proposals* for the proposed project describing the security camera improvements, the proposed location of said improvements and estimated costs; and

WHEREAS, Conti Corporation, a video security company, licensed by the State of Michigan, prepared and submitted proposed plans to install, operate and maintain security cameras in public areas located within the boundaries of Crystal Pond, which consists of 90 parcels with the following estimated costs:

- Costs for purchase and installation of 2 security cameras (paid for by the developer): \$14,990.31
- Total Annual Residents' Cost for maintenance and operation of security cameras: (First three years) \$13,800.00
- Annual cost per parcel \$ 51.11
- Monthly cost per parcel \$ 4.26

WHEREAS, the plans, estimates of cost and proposed special assessment district were filed with the Township Clerk for public examination and notice of the public hearing upon the same was published and mailed in accordance with the law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk; and

WHEREAS, in accordance with the aforesaid notices, a hearing was held on the 15th of September, 2020 commencing at approximately 7:00pm and all persons given the opportunity to be heard in the matter; and

WHEREAS, as a result of the foregoing, the Township Board believes the project to be in the best interests of the Township and of the district proposed to be established therefore;

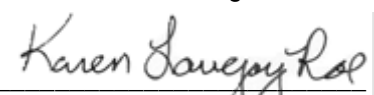
NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. That this Township Board does hereby approve the plans for public security cameras as prepared and presented by the Township's licensed security system contractor and its annual estimate of costs for the operation and maintenance thereof.
2. That this Township Board creates a special assessment district located within the boundaries of Crystal Pond with the district to be known as Crystal Pond Neighborhood Camera Special Assessment District No. 075 within which the costs of the operation and maintenance of the security cameras shall be assessed according to benefits.
3. That on the basis of the foregoing, this Township Board does hereby direct the Supervisor and Assessing Officer to make a special assessment roll in which shall be entered and described all the parcels of land to be assessed with the names of the respective owners thereof if known, and a total amount to be assessed against each parcel of land which amount shall be the relative portion of the whole sum to be

levied against the parcels of land in the special assessment district as the benefit to the parcel of land bears to the total benefit to all the parcels of land in the special assessment district. When the same has been completed, the Supervisor or Assessing Officer shall affix thereto her certificate stating that it was made pursuant to this resolution and that in making such assessment roll, she has, according to her best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

4. When the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.
5. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years, on or before September 30, to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing in such a manner as prescribed by law.
6. That all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

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. 2020-12 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 6, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

GRANT AWARD AGREEMENT
WASHTENAW COUNTY CLERK/REGISTER
VOTING EQUIPMENT PURCHASED BETWEEN JANUARY 1, 2020 AND NOVEMBER 3, 2020

This agreement is between Washtenaw County Government (hereafter "the County") and Ypsilanti Township (hereafter "Municipality"). This Agreement is binding on the parties effective on the date signed.

SECTION 1 - GENERAL AGREEMENTS

1. The County and Municipality recognize that additional voting equipment must be acquired by the Municipality to efficiently tabulate the large volume of Absent Voter Ballots expected to be issued during the November 3, 2020 General Election.
2. Hart InterCivic (hereafter "Vendor") is the contracted vendor and provider of voting equipment used in Washtenaw County, Michigan. "Verity" is the proprietary name of the voting system provided by Vendor used in Washtenaw County, Michigan. "Verity Scan" is the proprietary name for Vendor's voting precinct ballot tabulator. "Verity Central" is the proprietary name for Vendor's highspeed ballot tabulator and associated software configuration.
3. The County will provide grant funding to the Municipality to assist with the purchase of this equipment as follows, pursuant to the terms of this Agreement:

Option 1: "Verity Scan" - \$1,375.00 for each unit purchased up to a maximum of five (5) units.

Or

Option 2: "Verity Central" - \$15,000.00 for the purchase of up to one (1) configuration purchased.

Municipality may not combine funding options 1 and 2.

4. Grant funding provided through this Agreement for the purchase of new voting equipment from Vendor purchased under the terms of State of Michigan Contract 071B7700128.
5. To qualify for a grant award Municipality must authorize the purchase of additional equipment from Vendor between January 1, 2020 and November 3, 2020.

SECTION 2 - SPECIFIC PROVISIONS

1. This Agreement begins on the date of signature and ends on December 31, 2020.
2. Washtenaw County will provide one lump sum award of **\$2,750.00** to Municipality to apply toward the Municipality's purchase of two (2) Verity Scan units during the time period January 1, 2020 to November 3, 2020.

3. To receive the grant award, Municipality must provide the following to the Washtenaw County Clerk/Register's office by no later than November 3, 2020:
 - a. A copy of the executed quote issued by and returned to Vendor authorizing the purchase of equipment specified in Section 2, Provision 2 of this Agreement.
 - b. Executed Grant Award Agreement
4. Municipality is solely responsible for securing services from Vendor and will enter into any contracts related to the purchase and maintenance of voting equipment purchased under the terms of this Agreement. The County shall not be a party to any such contract and shall not bear any additional financial responsibility for the acquisition or maintenance of this equipment.
5. All equipment purchased by Municipality using grant funding provided through this Agreement is owned solely by the Municipality. The County does not retain any ownership interest in the equipment.
6. The Municipality is responsible for maintenance of the equipment under the terms of State of Michigan Contract 071B7700128.
7. Hold Harmless and Indemnification

Municipality holds the County harmless for any causes of action as related to the acquisition of voting equipment. Further, to the extent permitted by Michigan law, the Municipality will protect, defend and indemnify Washtenaw 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 Municipality's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw 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 Municipality, any sub-contractor, or any employee, agent or representative of the Municipality or any sub-contractor.
8. Modification and Duration

This agreement is expressly for the purpose of assisting Municipality with the purchase of voting equipment as defined in Section 2, Provision 2 of this Agreement and may not be modified or extended.
9. Termination

Either party may terminate the agreement by giving thirty (30) days written notice to the other party.

10. Governing Law

The parties acknowledge that this Agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan.

ATTESTED TO:

WASHTENAW COUNTY

By: _____

Lawrence Kestenbaum (DATE)

County Clerk/Register

By: _____

Gregory Dill

(DATE)

County Administrator

MUNICIPALITY

BY: Diana D. Dume

Printed Name: Brenda L. Stumbo

Title: Supervisor

Karen L. Papp

Karen Loughey Roe

Clerk

Oct. 7, 2020

APPROVED AS TO CONTENT:

By: _____

Edward R. Golembiewski (DATE)

Washtenaw County Director of Elections

APPROVED AS TO FORM:

By: _____

Michelle K. Billard (DATE)

Office of Corporation Counsel

RESOLUTION 2020-19

Resolution to Extend the Deadline to December 31, 2021 for the Charter Township of Ypsilanti to Convey 24.975 Acres Located at 1500 S. Huron Road (As Provided in Resolution 2019-60) to the Ann Arbor YMCA Conditioned Upon the YMCA to Construct and Operate a Recreational Facility Contingent Upon the Completion of YMCA's Due Diligence Investigations Including the Completion of a Feasibility Study and the Approval by the Parties of a Mutually Acceptable "Memorandum of Understanding" Setting Forth the Rights and Responsibilities of the Township and the Ann Arbor YMCA

WHEREAS, on **December 17, 2019** the Ypsilanti Township Board of Trustees approved Resolution 2019-60 (a copy of which is attached hereto and incorporated by reference along with exhibits A, B and C) wherein the Township confirmed its intent to convey 24.975 acres located at 1500 S. Huron Road to the Ann Arbor YMCA and

WHEREAS, the Resolution of Intent (2019-60) to convey said property to the Ann Arbor YMCA was conditioned upon the YMCA "...**to construct and operate a recreational facility contingent upon the completion of YMCA's due diligent investigations including the completion of a feasibility study and the approval by the parties of a mutually acceptable 'Memorandum of Understanding' setting forth the rights and responsibilities of the Township and the Ann Arbor YMCA**" and

WHEREAS Resolution 2019-60 was to "...**remain in full force and effect for a period of one year so as to allow the Township and the Ann Arbor YMCA to prepare and submit for approval to the Township Board and the YMCA Board of Directors a mutually acceptable 'Memorandum of Understanding' setting forth the rights and responsibilities of the Township and YMCA as it pertains to the**

construction and operation of the new facility located on the 24.975 acres of the former Seaver Farm property” and

WHEREAS Resolution 2019-60 provided that said “**Resolution of Intent**” “...**may be extended for an additional period of time (if necessary) upon approval by the Ypsilanti Township Board of Trustees otherwise said resolution shall be rendered null and void in the event the parties do not approve a “Memorandum of Understanding” within one year from the date of Resolution 2019-60 (December 17, 2019) as it pertains to the construction and operation of the new YMCA facility**” and

WHEREAS the world-wide COVID-19 pandemic has had devastating impacts upon the Federal, State and Local Governments resulting in the issuance of “**Stay at Home Orders**” by Michigan Governor Gretchen Whitmer along with a number of other restrictions that have resulted in the delay of the Ann Arbor YMCA through no fault of their own to conduct and complete the necessary due diligence investigations and the required “...**Feasibility Study for the proposed location which, in turn, will allow the Ann Arbor YMCA to commence with its fundraising campaign for this new State-of-the-Art Recreational Facility**” and

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

1. That the Ypsilanti Township Board approves **Resolution 2020-19** for the express purpose of extending the deadline to **December 31, 2021** for the conveyance of **24.975 acres** of property located at 1500 S. Huron Road to the Ann Arbor YMCA conditioned upon the YMCA constructing and operating a new state of the art recreational facility for the benefit of Eastern Washtenaw County.

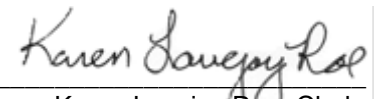
2. That the Ann Arbor YMCA complete all necessary due diligence investigations including the “**Feasibility Study**” and provide a copy of the Feasibility Study to the Township Board and legal counsel as soon as said Study has been completed.

3. That once the Feasibility Study has been completed that the Ann Arbor YMCA proceed with its Fundraising Campaign that will include a number of stakeholders from the public and private sectors.

4. That Resolution 2020-19 entitled “**Resolution to Extend the Deadline to December 31, 2021 (Which Shall Also Incorporate by Reference Resolution 2019-60 and All Exhibits Thereto)**” shall remain in full force and effect through **December 31, 2021** so as to allow the Township and the Ann Arbor YMCA to prepare and submit for approval to the Township Board and the YMCA Board of Directors a mutually acceptable “**Memorandum of Understanding**” setting forth the rights and responsibilities of the Township and YMCA as it pertains to the construction and operation of the new facility located on the **24.975 acres** of the former Seaver Farm Property.

5. That this Resolution to Extend the Deadline for the Charter Township of Ypsilanti to convey 24.975 acres to the Ann Arbor YMCA to **December 31, 2021** may be extended for an additional period of time (if necessary) upon approval by the Ypsilanti Township Board of Trustees otherwise said Resolution 2020-19 shall be rendered null and void in the event the parties do not approve a “**Memorandum of Understanding**” within one year from the date of Resolution 2020-19 as it pertains to the construction and operation of the new YMCA facility.

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. 2020-19 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 6, 2020.


Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti



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

ACCOUNTING DEPT

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

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

OCTOBER 20, 2020 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	790,699.53
HAND CHECKS -	\$	303,563.74
CREDIT CARD PURCHASES-	\$	<u>7,197.04</u>
GRAND TOTAL -	\$	1,101,460.31

Clarity Health Care Deductible –

ACH EFT -	\$29,959.50 (SEPT)
ADMIN FEE -	\$1,211.50 (SEPT)

Check Date	Check	Vendor Name	Amount
Bank AP AP			
10/08/2020	186468	ANDRA GATLIN	18.00
10/08/2020	186469	ANGELA KAY SMITH	18.00
10/08/2020	186470	ANNETTE KORTZ-JONES	66.00
10/08/2020	186471	BELINDA JORDAN	66.00
10/08/2020	186472	CYNTHIA ANN MAYER	18.00
10/08/2020	186473	DAVID JORDAN	66.00
10/08/2020	186474	DAVID STRESS	18.00
10/08/2020	186475	DENNIS BOHANNON	18.00
10/08/2020	186476	DOREEN CUTSHAW-GOODHUE	18.00
10/08/2020	186477	EARL CLARK	18.00
10/08/2020	186478	EILEEN MARIE MEYER	66.00
10/08/2020	186479	ELSA GIORDANO	18.00
10/08/2020	186480	FRANK POLACK	18.00
10/08/2020	186481	GABRIELA HERRERA	18.00
10/08/2020	186482	GRAHAM RIGBY	18.00
10/08/2020	186483	IAN DUFFEY	18.00
10/08/2020	186484	JENNIFER WATSON	18.00
10/08/2020	186485	KATELYN MARIE ZAK	18.00
10/08/2020	186486	KENDRA CLARK	18.00
10/08/2020	186487	LAURA LYNN VANZOMEREN	66.00
10/08/2020	186488	MELISSA BOWEN	66.00
10/08/2020	186489	NOAH YEARGAIN	18.00
10/08/2020	186490	PAMELA NORMAN	18.00
10/08/2020	186491	ROBYN LEE KRAMARCZYK	18.00
10/08/2020	186492	SANDRA LEA REDLACZYK	66.00
10/08/2020	186493	WATAN WADI	18.00
10/08/2020	186494	WILLIAM CRAFT	18.00
10/09/2020	186495	AT & T	288.27
10/09/2020	186496	AT & T	38.77
10/09/2020	186497	COMCAST BUSINESS	3,559.77
10/09/2020	186498	COMCAST CABLE	142.21
10/09/2020	186499	COMCAST CABLE	346.80
10/09/2020	186500	COMCAST CABLE	40.02
10/09/2020	186501	COMCAST CABLE	439.80
10/09/2020	186502	COMCAST CABLE	346.80
10/09/2020	186503	COMCAST CABLE	92.73
10/09/2020	186504	DTE ENERGY**	70,461.90
10/09/2020	186505	GRANITE TELECOMMUNICATIONS	776.49
10/09/2020	186506	LONG'S AUTOMOTIVE INC	1,279.49
10/09/2020	186507	VERIZON WIRELESS	438.61
10/09/2020	186508	VERIZON WIRELESS	2,562.19
10/09/2020	186509	WASTE MANAGEMENT	729.95
10/09/2020	186510	WASTE MANAGEMENT	50.64
10/09/2020	186511	WASTE MANAGEMENT	141.94
10/09/2020	186512	WASTE MANAGEMENT	44,698.08
10/09/2020	186513	WASTE MANAGEMENT	131,016.01
10/09/2020	186514	WASTE MANAGEMENT	31,562.56
10/09/2020	186515	WASTE MANAGEMENT	1,200.94
10/09/2020	186516	WASTE MANAGEMENT	244.47
10/13/2020	186517	DTE ENERGY	12,283.30

AP TOTALS:

Total of 50 Checks:	303,563.74
Less 0 Void Checks:	0.00
Total of 50 Disbursements:	303,563.74

A/P Checks

Check Date	Check	Vendor Name	Amount
Bank AP AP			
10/20/2020	186518	ACCUSHRED LLC	80.00
10/20/2020	186519	ADVANCED COMMUNICATIONS & DATA	690.76
10/20/2020	186520	ALLGRAPHICS CORPORATION	610.70
10/20/2020	186521	AMAZON CAPITAL SERVICES	3,328.69
10/20/2020	186522	ANN ARBOR WELDING SUPPLY CO	124.47
10/20/2020	186523	AUTO VALUE YPSILANTI	262.72
10/20/2020	186524	BOYD HEATING & COOLING	15.00
10/20/2020	186525	BSN SPORTS	809.12
10/20/2020	186526	BUDGET TOWING	2,379.00
10/20/2020	186527	CASSANDRA KELLY	30.00
10/20/2020	186528	CINCINNATI TIME SYSTEMS	316.55
10/20/2020	186529	CNA SURETY DIRECT BILL	55.00
10/20/2020	186530	COMPLETE BATTERY SOURCE	80.25
10/20/2020	186531	DAWN FARM	20,790.00
10/20/2020	186532	DIVERSE REAL ESTATE (102H)	17,000.00
10/20/2020	186533	EMPCO, INC.	7,996.70
10/20/2020	186534	FASTENAL	127.47
10/20/2020	186535	FEDERAL EXPRESS CORPORATION	107.10
10/20/2020	186536	GENERAL CODE CMS LLC	3,359.33
10/20/2020	186537	GLOBAL EQUIPMENT COMPANY	1,147.99
10/20/2020	186538	GRAINGER	634.56
10/20/2020	186539	HOME DEPOT	507.69
10/20/2020	186540	JUMP-A-RAMA	583.10
10/20/2020	186541	KAREN LOVEJOY ROE	90.62
10/20/2020	186542	LAWRENCE HENDRICKS	40.00
10/20/2020	186543	LOMBARDO HOMES OF SE MI LLC	22,884.00
10/20/2020	186544	LOOKING GOOD LAWNS	14,290.00
10/20/2020	186545	LOWE'S	150.47
10/20/2020	186546	MCLAIN AND WINTERS	137,631.59
10/20/2020	186547	MENARDS, INC.	29.97
10/20/2020	186548	MICHIGAN ASSOC. OF PLANNING	1,532.75
10/20/2020	186549	MICHIGAN LINEN SERVICE, INC.	1,146.26
10/20/2020	186550	MICHIGAN URGENT CARE ANN ARBOR	95.00
10/20/2020	186551	MIDWEST ENVIRO SOLUTIONS	2,625.00
10/20/2020	186552	MIRACLE RECREATION EQUIPMENT CO.	242.00
10/20/2020	186553	MLIVE MEDIA GROUP	1,833.30
10/20/2020	186554	MONROE COUNTY COMMUNITY COLLEGE	513.00
10/20/2020	186555	NAPA AUTO PARTS*	199.00
10/20/2020	186556	NFFPA INTERNATIONAL	114.35
10/20/2020	186557	OFFICE EXPRESS	1,383.27
10/20/2020	186558	ORCHARD, HILTZ & MCCLIMENT INC	5,938.00
10/20/2020	186559	OSCAR W. LARSON CO.	200.00
10/20/2020	186560	PARKWAY SERVICES, INC.	130.00
10/20/2020	186561	PIONEER ATHLETICS	1,832.93
10/20/2020	186562	PLUNKETT COONEY	4,316.80
10/20/2020	186563	PREMIER SAFETY & SERVICE	2,730.00
10/20/2020	186564	PRIORITY ONE EMERGENCY	89.85
10/20/2020	186565	RHETT REYES	1,686.66
10/20/2020	186566	SALADINO CONSTRUCTION COMPANY	850.00
10/20/2020	186567	SHALONDA CASANOVA	163.00
10/20/2020	186568	SHRADER TIRE & OIL	194.61
10/20/2020	186569	SIGNS BY TOMORROW	401.00
10/20/2020	186570	SOUTHERN COMPUTER WAREHOUSE	2,622.26
10/20/2020	186571	SPARTAN DISTRIBUTORS	1,048.75
10/20/2020	186572	SPICER GROUP	2,183.50
10/20/2020	186573	STANDARD PRINTING	120.00
10/20/2020	186574	STATE OF MICHIGAN	10.00
10/20/2020	186575	STERICYCLE INC	222.24
10/20/2020	186576	THOMAS PIOTROWSKI	300.00
10/20/2020	186577	TODD BARBER	1,565.00
10/20/2020	186578	TRANSUNION RISK & ALTERNATIVE	99.80
10/20/2020	186579	UNIFIRST CORPORATION	257.07
10/20/2020	186580	VICTORY LANE	91.14
10/20/2020	186581	W.J. O'NEIL COMPANY	6,427.80
10/20/2020	186582	WASHTENAW COUNTY CLERK/REGISTER	10.00
10/20/2020	186583	WASHTENAW COUNTY SHERIFF'S OFFICE	518.00
10/20/2020	186584	WASHTENAW COUNTY TREASURER#	508,725.00
10/20/2020	186585	YPSILANTI ACE HARDWARE	209.34
10/20/2020	186586	YPSILANTI COMMUNITY	1,920.00

AP TOTALS:

Total of 69 Checks:	790,699.53
Less 0 Void Checks:	0.00
Total of 69 Disbursements:	790,699.53

Check Date	Check	Vendor Name	Description	Amount
Bank CARDS COMERICA COMMERICAL CARD				
10/20/2020	60(E)	COMERICA BANK	RED TEES	96.41
			OPERATING SUPPLIES AND FOOD AND BEVERAGE	322.93
			OPERATING SUPPLIES AND FOOD AND BEVERAGE	413.65
			OPERATING SUPPLIES AND FOOD AND BEVERAGE	298.22
			OPERATING SUPPLIES AND FOOD AND BEVERAGE	368.19
			OPERATING SUPPLIES AND FOOD AND BEVERAGE	383.33
			MANAGEENGINE OPMANAGER ANNUAL RENEWAL	1,619.10
			REGISTRATION FOR ANGELA VERGES FOR NRPA	295.00
			PROFESSIONAL MEMBERSHIP DUES - ANGELA VE	175.00
			ICC A117.1-2009 ACCESSIBLE AND USABLE BU	246.50
			TWO AMERICAN FLAGS FOR LEC	87.84
			CAMERA APP	52.95
			FLASH OPERATE PANEL RENEWAL	20.00
			MINITEK JOOMLA RENEWAL	76.14
			NETSPOT PRO	178.29
			REMOTE DESKTOP MANAGER ENTERPRISE	816.45
			BRACKET AND MOUNTING SUPPLIES FOR HYDRAU	80.65
			LUNCH FOR PROMOTIONAL PANEL MEMBERS	40.12
			2020 VIRTUAL EDUCATION COURSES	400.00
			ANNUAL MEMBERSHIP FOR 2021	120.00
			ALGAE AWARENESS SIGNS	230.00
			BOOKEEPING SOFTWARE	52.99
			GATORADE AND BOTTLE WATER.	78.43
			REHAB SUPPLIES	125.78
			CALL REPORTING MODULE	526.00
			8 GALLON ROUND LINER FOR GARBAGE CAN	93.07
				<u>7,197.04</u>

CARDS TOTALS:

Total of 1 Checks:	7,197.04
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<u>7,197.04</u>

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
SEPTEMBER 1, 2020 THROUGH SEPTEMBER 30, 2020

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	5,772,429.03	876,081.12	1,371,998.71	5,276,511.44
101 - Payroll	298,244.09	720,077.75	747,737.42	270,584.42
101 - Willow Run Escrow	145,361.67	5.95	0.00	145,367.62
206 - Fire Department	2,959,923.91	333,225.05	336,420.02	2,956,728.94
208 - Parks Fund	24,669.96	0.46	231.20	24,439.22
212 - Roads/Bike Path/Rec/General Fund	871,812.93	12,524.48	381,291.75	503,045.66
226 - Environmental Services	2,460,327.58	1,072.61	223,613.80	2,237,786.39
230 - Recreation	12,843.04	222,248.27	41,705.88	193,385.43
236 - 14-B District Court	48,651.75	83,513.83	106,948.75	25,216.83
244 - Economic Development	70,449.31	1.31	0.00	70,450.62
249 - Building Department Fund	1,450,424.20	61,926.02	59,907.71	1,452,442.51
250 - LDFA Tax	19,992.73	0.37	0.00	19,993.10
252 - Hydro Station Fund	819,880.34	28,352.53	30,542.62	817,690.25
266 - Law Enforcement Fund	6,238,056.13	15,885.52	86,872.10	6,167,069.55
398 - LDFA 2006 Bonds	140,019.48	2.61	0.00	140,022.09
584 - Green Oaks Golf Course	206,815.10	197,787.18	84,285.19	320,317.09
590 - Compost Site	806,182.40	46,220.58	41,061.25	811,341.73
595 - Motor Pool	194,056.09	455.26	24,108.58	170,402.77
701 - General Tax Collection	40,590.42	12,405.84	19,126.14	33,870.12
703 - Current Tax Collections	5,685,959.06	37,482,201.23	39,259,885.31	3,908,274.98
707 - Bonds & Escrow/GreenTop	1,226,861.39	144,491.77	14,880.00	1,356,473.16
708 - Fire Withholding Bonds	122,521.41	13,063.00	5,087.50	130,496.91
893 - Nuisance Abatement Fund	61,988.95	3,416.46	11,612.08	53,793.33
GRAND TOTAL	<u>29,678,060.96</u>	<u>40,254,959.20</u>	<u>42,847,316.01</u>	<u>27,085,704.15</u>

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

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

To: Karen Lovejoy Roe, Clerk
From: Jason Iacoangeli AICP, Planning Director
Re: **Pine View Golf Estates North Subdivision: Amendment to the Development Agreement for Phase II.**
Date: October 12, 2020

Background:

The development agreement for the Pine View Golf Estates North Subdivision was recorded on July 25, 2000. The development agreement includes Exhibit B which is the preliminary plat of the subdivision. The subdivision has three (3) phases. Phase II is the northern extension of Pine View Drive. Phase II was slated to have nine (9) residential home sites. However, per the development agreement *“The Developer shall not be permitted, in any manner whatsoever, to commence construction of Phase II of the Subdivision until Pineview Drive is connected to Whittaker Road in accordance with the standards and specifications of the WCRC and the water mains and sewers are installed thereto”*.

Today, Mr. Ted Baruzzini the son of the original developer Donald Baruzzini of Baruzzini & Rose would like to amend the development agreement to end Pine View Drive in a cul-de-sac with no more than four (4) lots that would be served by well and septic. Mr. Baruzzini has no intention of constructing the improvements but simply wishes to amend the agreement to remove the language pertaining to Phase II and its phased construction, and enshrine the new Phase II plan as an Exhibit.

Amended Phase II Plan:

The amended Phase II plan for the Pine View Golf Estates North Subdivision terminates Pine View Drive in a cul-de-sac that has been vetted by the Washtenaw County Road Commission over the last four months by the Planning Department. The Road Commission has agreed to accept a cul-de-sac without curbing, and that uses open ditch construction for storm water. The Road Commission has also indicated that once the road has been constructed they will accept the road as a public street thus completing Pine View Drive. Currently, Pine View Drive terminates in a gravel dead end in which four (4) home sites are currently located. This cul-de-sac will be a vast improvement over the current termination of Pine View Drive. The four (4) new lots will require well and septic. YCUA has advised the Planning Department that the water

CHARTER TOWNSHIP OF YPSILANTI

utilities at the end of Pine View Drive are already at the limits of a dead end run for water main. Extending the water main any further in a dead-end without a loop will lead to poor water quality for the existing neighborhood. The new homes in Phase II would meet the requirements of the Deed Restrictions set forth in Phase I and Phase III. Mr. Baruzzini has furnished the Township with documentation from the Department of Licensing and Regulatory Affairs showing that the Home Owners Association for Pine View Golf Estates North Subdivision Lot Owners Association was dissolved on 12.01.2019. Based on that he feels that the Township has the ability to amend the development agreement without the additional consent of the Home Owners Association.

Conclusion:

In conclusion the Planning Department feels that this amendment to the development agreement for Phase II protects the interest of the existing Pine View Estates Subdivision homeowners as Pine View Drive has been a dead end street for the last twenty years. This amendment will likely lead to the development of the property and the completion of the road improvements into a turnaround that can be used by public safety, and the road commission. The plan states that the new Phase II will be no more than four (4) lots. If someone wants to use the approximately seven acres for one estate style home site the improvements will still need to be made. The plan that was submitted by Mr. Baruzzini was reviewed by the Township Engineer and the Fire Marshall the comments are extensive but this plan is not meant for construction but just to amend the development agreement. We feel that the comments could be shared with the person who wishes to develop the property. This would give them a good base to begin more detailed construction plans. We would recommend that the Township Board approve the amendment to reflect the site plan provided by Mr. Ted Baruzzini modified and dated 07.02.2020 as **Exhibit B Modified Phase II Site Plan**. Further, that the development agreement **Section 3.1 Phased Development of Subdivision** be changed to remove the restriction on the development of Phase II until Pineview Drive is connected to Whittaker Road. Again, our department feels that this amendment will benefit the neighborhood, and the overall community with completion of the drive, and provide an equitable solution to Mr. Baruzzini

The Planning Department has vetted the Modified Phase II Site Plan through all outside agencies and the following comments have been received via email.

YCUA: Scott Westover 9/8/2020 : “Further extension of the dead-end water main in Pine View will not be permitted unless it is looped to another existing water main in Whittaker or Hitchingham”.

WCRC: Gary Straight 8/27/2020: “This portion of the plan appears to meet all of the requirements of the WCRC. We will still require the paving of the section between Mr. Baruzzini’s property and the end of the paved portion of Pineview Drive in addition to what is shown on the plans”.

CHARTER TOWNSHIP OF YPSILANTI

WCWRC: Theresa M. Marsik 9/9/2020: " I would prefer that the easements and the existing basin and outlet riser (and any other existing infrastructure) be shown on the concept plan. I think that information is important so that if, as you indicate, the property may be sold, the new buyer is aware of any existing easements/infrastructure at the site".

At this time, the plan sets have been amended to show the existing storm water easements on the property per the requirements of the Washtenaw County Water Resources Commission. Further, a letter was received by the Planning Department from the Washtenaw County Road Commission formally acknowledging the plans acceptance. At this time my office is recommending that the Development Agreement for Pine View Golf Estates North Subdivision be amended to reflect the revised Phase II plans.

Jason Iacoangeli

Jason Iacoangeli, AICP
Planning Director
Charter Township of Ypsilanti

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (“Amendment”) is made this _____ day of October, 2020, by and among Baruzzini & Rose, LLC, a Michigan limited liability company, of 1281 Old U.S. 23, Brighton, Michigan 48116 (referred to herein as “Owner” and/or “Developer”), and the Charter Township of Ypsilanti, a Michigan municipal corporation, of 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 (“Township”).

RECITALS

A. On November 15, 1999, Owner owned certain real property located in the County of Washtenaw, Township of Ypsilanti, State of Michigan, the legal description of which property is attached hereto as **Exhibit A** (“Property”).

B. On November 15, 1999, Owner, as Owner and Developer, executed a certain Development Agreement entitled “Development Agreement Pineview Golf Estates North Subdivision” (“Development Agreement”). On December 2, 1999, the Township, by its then Supervisor and Clerk executed the Development Agreement, which was subsequently recorded on July 25, 2000 in the office of the Register of Deeds for the County of Washtenaw, Michigan in Liber 3958, Page 229.

C. The Development Agreement provides that the Property will be developed in three (3) phases: Phase I comprising 18 lots, Phase II comprising 9 lots, and Phase III comprising 8 lots. Phase I and Phase III have been developed and sold as Pineview Golf Estates North Subdivision, the Plat of which is recorded in Liber 32 of Plats, Pages 36, 37 and 38, Washtenaw County, Michigan records.

D. The Development Agreement provides that the terms, provisions and conditions of the Development Agreement shall be deemed a restrictive covenant that shall run with the land and be binding upon and inure to the benefit of the parties to the Development Agreement, their successors-in-interest and assigns.

E. The Development Agreement further provides that Owner/Developer may not commence construction of Phase II until Pineview Drive is connected to Whittaker Road.

F. When the Development Agreement was executed, the owner of the property adjacent to Phase II had plans to construct the right of way that would connect Pineview Drive to Whittaker Road. However, the right of way connecting Pineview Drive to Whittaker Road has never been built and neither the Owner/Developer nor the Township are aware of any current plans to construct such a right of way by the current owner of the adjacent property.

G. Pursuant to Section 3.4 of the Development Agreement, Owner/Developer and Township may modify, replace, amend, or terminate the Development Agreement in a writing signed by both parties.

H. Pursuant to this Amendment, Owner/Developer and Township desire to amend the Development Agreement to remove Phase II from the Development Agreement so that Owner/Developer can develop the Phase II parcel of the Property as a single-family residential project consisting of four (4) parcels of approximately 1.8 acres each as set forth in the conceptual administrative site plan review drawing attached as **Exhibit B** (the "Project"), including, without limitation, the requirements agreed upon between Owner/Developer, Township and the Washtenaw County Road Commission ("WCRC") regarding the extension of Pineview Drive to the Project as set forth in **Exhibit B**, and without having to connect Pineview Drive to Whittaker Road.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, Owner/Developer and Township agree to amend the Development Agreement as follows:

1. Phase II of the Property described in **Exhibit A** ("Phase II Parcel") is hereby removed from the Development Agreement and the terms and provisions of the Development Agreement shall no longer apply to Phase II or to the Phase II Parcel.

2. The Owner/Developer shall develop the Phase II Parcel for the Project as set forth in the administrative site plan review drawing attached as **Exhibit B**, consisting of four (4) single-family home sites via an extension of Pineview Drive terminating in a cul-de-sac as shown in **Exhibit B** and further described as follows:

a. Project Description:

1. The Phase II Parcel shall be split into (4) single-family home sites.
2. The four (4) single-family home sites shall be serviced by well and septic.
3. Each home constructed on the four (4) sites shall meet the building requirements set forth in the deed restrictions applicable to Phase I and Phase III.

b. Parcel I.D.: K-11-20-301-063 / 5399 Pineview Drive, Ypsilanti, MI 48197

c. Lot Size:

1. Total acreage: 7.76 acres
2. Net acreage: 7.17 acres

d. Requirements for Road Connecting the Project to Pineview Drive as confirmed by the Washtenaw County Road Commission in the letter attached as **Exhibit C**:

1. The road shall be a public road.
2. No curb and gutter will be required.
3. No island will be required.
4. No storm sewer will be required (open ditch will be acceptable).

3. The Project may proceed without Pineview Drive connecting to Whittaker Road, with Pineview Drive to be extended to the Phase II Parcel and terminating in a cul-de-sac as set forth and described in **Exhibit B**. In addition, Owner/Developer agrees to pave the unpaved section of Pineview Drive from the end of the paved portion of Pineview Drive to the west property line of the Phase II Parcel. This section to be paved is approximately 170 feet in length.

4. The development of the Phase II Parcel for the Project shall be in accordance with this Amendment and **Exhibit B**, as may be modified by Owner/Developer or any subsequent purchaser but with any modifications subject to final approval by the Township (which shall not be unreasonably withheld), and shall be done in such a manner so as not to diminish the value of the properties in Phase I and Phase III.

5. Nothing in this Amendment shall prevent or preclude Owner/Developer from selling the Phase II parcel of the Property that is the subject of this Amendment and as described in **Exhibit B** and any purchaser shall be bound by the provisions of this Amendment.

BARUZZINI & ROSE, LLC
a Michigan limited liability company

CHARTER TOWNSHIP OF YPSILANTI
a Michigan Municipal Corporation

By: Ted Baruzzini
Its: Authorized Member

By:
Its: Supervisor

By:
Its: Clerk

EXHIBIT A

Land situated in the County of Washtenaw, Township of Ypsilanti, State of Michigan, described as follows:

PHASE I

Commencing at the South $\frac{1}{4}$ corner Section 20, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan; thence North 89 degrees 20 minutes 30 seconds West 1,433.76 feet along the South line of said section to the southeast corner of PINEVIEW ESTATES, according to the Plat thereof as recorded in Liber 19 of Plats, pages 95, 96, and 97, Washtenaw County Records, Washtenaw County, Michigan; thence North 00 degrees 39 minutes 30 seconds East 500.00 feet along the east line of said PINEVIEW ESTATES; thence North 05 degrees 20 minutes 35 seconds West 221.59 feet; thence 190.45 feet along the northerly line of Lot 26 of said PINEVIEW ESTATES and its easterly extension and the arc of a 824.00 foot radius non-tangential circular curve to the left having a chord bearing South 79 degrees 50 minutes 22 seconds West 189.94 feet; thence continuing along said northerly line South 73 degrees 13 minutes 16 seconds West 90.64 feet; thence 66.14 feet along the easterly line of Pine View Drive, as shown on said PINEVIEW ESTATES and the arc of a 604.00 foot radius non-tangential circular curve to the right, having a chord bearing north 13 degrees 20 minutes 16 seconds West 66.12 feet; thence North 73 degrees 13 minutes 16 seconds East 86.68 feet along the southerly line of Lot 25 of said PINEVIEW ESTATES; thence continuing 109.63 feet along said southerly line and the arc of a 890.00 foot radius non-tangential circular curve to the right having a chord bearing north 76 degrees 45 minutes 02 seconds East 109.56 feet; thence along the easterly line of said PINEVIEW ESTATES the following 3 courses: North 00 degrees 31 minutes 50 seconds West 89.22 feet, North 20 degrees 09 minutes 30 seconds East 495.00 feet, and North 00 degrees 39 minutes 30 seconds East 111.06 feet; for PLACE OF BEGINNING;

Thence continuing North 00 degrees 39 minutes 30 seconds East 184.00 feet along the easterly line of said PINEVIEW ESTATES; thence along the easterly line of PINEVIEW ESTATES No. 2, according to the Plat thereof recorded in Liber 20 of Plats, pages 62 and 63, Washtenaw County Records, Washtenaw County, Michigan, the following 5 courses: North 00 degrees 39 minutes 20 seconds East 315.00 feet, North 06 degrees 27 minutes 02 seconds West 103.79 feet North 16 degrees 31 minutes 05 seconds East 108.23 feet, North 30 degrees 34 minutes 03 seconds West 103.64 feet, and North 20 degrees 52 minutes 26 seconds East 208.89 feet; thence South 70 degrees 07 minutes 14 seconds East 235.00 feet along the southerly line of Lot 61 of PINEVIEW ESTATES No. 3, according to the Plat thereof as recorded in Liber 21 of Plats, pages 23 and 24, Washtenaw County Records, Washtenaw County, Michigan; thence South 57 degrees 18 minutes 30 seconds East 107.50 feet; thence North 81 degrees 40 minutes 42 seconds East 75.01 East, South 73 degrees 10 minutes 53 seconds East 145.76 feet; thence the following four courses along the West Line of Pine View Golf Course; South 20 degrees 24 minutes 30 seconds West 52.09 feet; South 09 degrees 24 minutes 30 seconds West 363.00 feet; South 01 degrees 09 minutes 30 seconds West 360.00 feet; South 83 degrees 39 minutes 30 seconds West

490.00 feet to the PLACE OF BEGINNING, being a part of said Section 20 containing 10.29 acres of land, more or less, being subject to easements and restrictions of records, if any.

PHASE II

Commencing at the South $\frac{1}{4}$ corner Section 20, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan; thence North 89 degrees 20 minutes 30 seconds West 1,433.76 feet along the South line of said Section to the southeast corner of PINEVIEW ESTATES, according to the Plat thereof as recorded in Liber 19 of Plats, pages 95, 96 and 97, Washtenaw County Records, Washtenaw County, Michigan; thence North 00 degrees 39 minutes 30 seconds East 500 feet along the East line of said PINEVIEW ESTATES; thence North 05 degrees 20 minutes 35 seconds West 221.59 feet; thence 190.45 feet along the northerly line of Lot 26 of said PINEVIEW ESTATES and its easterly extension and the arc of a 824.00 foot radius non-tangential circular curve to the left having a chord bearing South 79 degrees 50 minutes 22 seconds West 189.94 feet; thence continuing along said northerly line South 73 degrees 13 minutes 16 seconds West 90.64 feet; thence 66.16 feet along the easterly line of Pine View Drive, as shown on said PINEVIEW ESTATES and the arc of a 604.00 foot radius non-tangential circular curve to the right having a chord bearing North 13 degrees 20 minutes 16 seconds West 66.12 feet; thence North 73 degrees 13 minutes 16 seconds East 86.68 feet along the southerly line of Lot 25 of said PINEVIEW ESTATES; thence continuing 109.63 feet along said southerly line and the arc of a 890.00 foot radius non-tangential circular curve to the right having a chord bearing North 76 degrees 45 minutes 02 seconds East 109.56; thence along the easterly line of said PINEVIEW ESTATES the following three courses: North 00 degrees 31 minutes 50 seconds West 89.22 feet North 20 degrees 09 minutes 30 seconds East 495.00 feet and North 00 degrees 39 minutes 30 seconds East 111.06 feet; thence North 00 degrees 39 minutes 30 seconds East 184.00 feet along the easterly line of said PINEVIEW ESTATES; thence along the easterly line of PINEVIEW ESTATES No. 2, according to the Plat thereof as recorded in Liber 20 of Plats, pages 62 and 63, Washtenaw County Records, Washtenaw County, Michigan, the following five courses: North 00 degrees 39 minutes 20 seconds East 315.00 feet, North 06 degrees 27 minutes 02 seconds, West 103.79 feet, North 16 degrees 31 minutes 05 seconds East 108.23 feet, North 30 degrees 34 minutes 03 seconds West 103.64 feet and North 20 degrees 52 minutes 26 seconds East 208.89 feet; thence South 70 degrees 07 minutes 14 seconds East 235.00 feet along the southerly line of Lot 61 of PINEVIEW ESTATES No. 3, according to the Plat thereof as recorded in Liber 21 of Plats, pages 23 and 24, Washtenaw County Records, Washtenaw County, Michigan; thence North 01 degrees 53 minutes 58 seconds East 270.00 feet along the easterly line of Lots 60 and 61 of said Pine View Estates No. 3; thence North 83 degrees 46 minutes 50 seconds West 252.01 feet along the northerly line of said Lot 60; thence 74.34 feet along the easterly line of said Pine View Drive and the arc of a 1465.83 foot radius non-tangential circular curve to the left having a chord bearing North 17 degrees 53 minutes 02 seconds East 74.33 feet; thence South 88 degrees 06 minutes 02 seconds East 234.61 feet along the southerly line of Lot 59 of said PINEVIEW ESTATES No. 3; thence North 01 degrees 53 minutes 58 seconds East 135.24 feet; thence South 88 degrees 06 minutes 02 seconds East 229.08 feet; thence North 01 degrees 53 minutes 58 seconds East 25.00 feet; South 88 degrees 05 minutes 02 seconds East 210.92 feet; for a PLACE OF BEGINNING;

Thence South 01 degrees 09 minutes 34 seconds West 184.36 feet; thence South 79 degrees 27 minutes 29 seconds East 426.24 feet; thence North 86 degrees 32 minutes 31 seconds East 110.00 feet; thence North 02 degrees 42 minutes 00 seconds West 491.00 feet along the North-South ¼ line of said Section 20; thence North 03 degrees 27 minutes 29 seconds West 674.22 feet; thence North 88 degrees 06 minutes 02 seconds West 408.98 feet; thence South 01 degrees 53 minutes 58 seconds West 198.62 feet; thence 1.44 feet along the arc of a 263.00 foot radius non-tangential circular curve to the left; having a chord bearing South 75 degrees 29 minutes 57 seconds West 1.44 feet; thence 56.89 feet along the arc of a 197.00 foot radius circular curve to the left having a chord bearing South 83 degrees 36 minutes 53 seconds West 56.69 feet; thence South 88 degrees 06 minutes 46 seconds West 42.52 feet; thence South 30 degrees 54 minutes 14 seconds East 78.52 feet; thence South 01 degrees 53 minutes 58 seconds West 208.00 feet to the PLACE OF BEGINNING, being a part of said Section 20 containing 7.76 acres of land more or less being subject to easements and restrictions of record if any.

PHASE III

Commencing at the South ¼ corner Section 20 Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan; thence North 89 degrees 20 minutes 30 seconds West 1,433.76 feet along the South line of said Section to the southeast corner of PINEVIEW ESTATES, according to the Plat thereof as recorded in Liber 19 of Plats, pages 95, 96 and 97, Washtenaw County Records, Washtenaw County, Michigan; thence North 00 degrees 39 minutes 30 seconds East 500.00 feet along the east line of said PINEVIEW ESTATES; thence North 05 degrees 20 minutes 35 seconds West 221.59 feet; thence 190.45 feet along the northerly line of Lot 26 of said PINEVIEW ESTATES and its easterly extension and the arc of a 824.00 foot radius non-tangential circular curve to the left, having a chord bearing South 79 degrees 50 minutes 22 seconds West 189.94 feet; thence continuing along said northerly line South 73 degrees 13 minutes 16 seconds West 90.64 feet; thence 66.14 feet along the easterly line of Pine View Drive as shown on said PINEVIEW ESTATES, and the arc of a 604.00 foot radius non-tangential circular curve to the right having a chord bearing North 13 degrees 20 minutes 16 seconds West 66.12 feet; thence North 73 degrees 13 minutes 16 seconds East 86.68 feet along the southerly line of Lot 25 of said PINEVIEW ESTATES; thence continuing 109.63 feet along said southerly line and the arc of a 890.00 foot radius non-tangential circular curve to the right having a chord bearing North 76 degrees 45 minutes 02 seconds East 109.56 feet; thence along the easterly line of said PINEVIEW ESTATES the following three courses: North 00 degrees 31 minutes 50 seconds West 89.22 feet, North 20 degrees 09 minutes 30 seconds East 495.00 feet, and North 00 degrees 39 minutes 30 seconds East 111.06 feet; thence continuing North 00 degrees 39 minutes 30 seconds East 184.00 feet along the easterly line of said PINEVIEW ESTATES; thence along the easterly line of PINEVIEW ESTATES No. 2 according to the Plat thereof as recorded in Liber 20 of Plats, pages 62 and 63, Washtenaw County Records, Washtenaw County, Michigan, the following 5 courses: North 00 degrees 39 minutes 20 seconds East 315.00 feet, North 06 degrees 27 minutes 02 seconds West 103.79 feet, North 16 degrees 31 minutes 05 seconds East 108.23 feet, North 30 degrees 34 minutes 03 seconds West 103.64 feet, and North 20 degrees 52 minutes 26 seconds East 208.89 feet; thence South 70 degrees 07 minutes 14 seconds East 235.00 feet along the southerly line of Lot 61 of PINEVIEW ESTATES No. 3 according to the Plat thereof as recorded in Liber 21 of Plats, pages 23 and 24, Washtenaw County Records, Washtenaw County, Michigan, for a PLACE OF BEGINNING.

Thence North 01 degrees 53 minutes 58 seconds East 270.00 feet along the easterly line of Lots 60 and 61 of said PINEVIEW ESTATES No. 3; thence North 83 degrees 46 minutes 50 seconds West 252.02 feet along the Northerly line of said Lot 60; thence 74.34 feet along the easterly line of said Pine View Drive and the arc of a 1465.83 foot radius non-tangential circular curve to the left, having a chord bearing North 17 degrees 53 minutes 02 seconds East 74.33 feet; thence South 88 degrees 06 minutes 02 seconds East 234.61 feet along the southerly line of Lot 59 of said PINEVIEW ESTATES No. 3; thence North 01 degrees 53 minutes 58 seconds East 135.24 feet; thence South 88 degrees 06 minutes 02 seconds East 229.08 feet; thence North 01 degrees 53 minutes 58 seconds East 25.00 feet; thence South 88 degrees 06 minutes 02 seconds East 210.00 feet; thence South 01 degrees 09 minutes 34 seconds West 184.36 feet; thence South 20 degrees 24 minutes 30 seconds West 438.26 feet; thence North 73 degrees 10 minutes 53 seconds West 145.76 feet; thence South 81 degrees 40 minutes 42 seconds West 75.01 feet; thence North 57 degrees 18 minutes 30 seconds west 107.50 feet to the PLACE OF BEGINNING, being a part of said Section 20 containing 5.44 acres of land, more or less, being subject to easements and restrictions of record if any.

EXHIBIT C

COMMISSIONERS
DOUGLAS E. FULLER
CHAIR

BARBARA RYAN FULLER
VICE-CHAIR

RODRICK K. GREEN
MEMBER

GLORIA LLAMAS
MEMBER

JO ANN McCOLLUM
MEMBER

**WASHTENAW COUNTY
BOARD OF COUNTY ROAD COMMISSIONERS**

555 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN 48103
WWW.WCROADS.ORG
TELEPHONE (734) 761-1500
FAX (734) 761-3737

SHERYL SODERHOLM SIDDALL, P.E.
MANAGING DIRECTOR

MATTHEW F. MACDONELL, P.E.
DIRECTOR OF ENGINEERING
COUNTY HIGHWAY ENGINEER

JAMES D. HARMON, P.E.
DIRECTOR OF OPERATIONS

DANIEL D. ACKERMAN
DIRECTOR OF FINANCE & IT

October 8, 2020

Ypsilanti Township
7200 S. Huron River Drive
Ypsilanti, Michigan 48197

Attention: Jason Iacoangeli

Regarding: Pineview Drive

Dear Mr. Iacoangeli:

The WCRC has reviewed the preliminary plan for the completion of Pineview Drive north of Textile Road. The road shall be completed by the construction of a paved cul-de-sac connecting to the end of either the existing pavement or a paved extension of the road with a cul-de-sac at the end. From a preliminary plan review perspective the plans appear to meet the requirements of the WCRC.

Sincerely,



Gary Streight, P.E.
Project Manager

Cc: Jason Iacoagneli / Charter Township of Ypsilanti Planner
Charlotte Wilson / Charter Township of Ypsilanti Planning
Ben Carlisle / CWA
Matt Parks, P.E. / OHM
Mark McCulloch, P.E. / WCRC Senior Project Manager - Permits

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 authorize circuit court litigation to abate public nuisances at 885 Parkwood Ave, 1244 Lexington Pkwy, 1253 Crestwood Ave, 1117 Davis St, 7941 Lake Crest Dr, and 9607 Harbour Cove Ct; funded in the amount of \$60,000 in account 101-950.000-801.023**
Copy: McLain & Winters, Township Attorneys
Date: October 9, 2020

The Office of Community Standards (OCS) has investigated public nuisances at the following locations for which authorization to engage in circuit court is requested.

885 PARKWOOD

This single family house in the Ecorse area neighborhood is vacant, dilapidated, and the yard is not maintained with various forms of blight on the premises. An OCS investigation determined that its owner, Lee Roy Payne, died in 2014 and water and electric service has been shut off since 2013. The house was inspected under authority of a search warrant on August 18, 2020 after staff verified vacancy pursuant to ordinance requirements. The house is structurally unsound inside, which presented a dangerous condition for staff to inspect. It is believed the structure must be demolished. Staff is currently assisting legal counsel in an effort to track down heirs of the owner, and it may be necessary to seek assistance from the Washtenaw County Public Administrator to resolve probate obstacles to abate this public nuisance.



CHARTER TOWNSHIP OF YPSILANTI

1244 LEXINGTON PKWY

This single family house in the Holmes area neighborhood has been the subject of numerous complaints alleging an illegal car repair business is being operated. OCS staff issued a Notice of Violation based on firsthand observations that lent credibility to the complaints. After receiving no response, the case was forwarded to legal counsel. OCS staff has since made contact with the property owner, Joann Harvey, who indicated her daughter's boyfriend was the offender and he was fighting her efforts to evict him from the house. The case is pending in circuit court.



1253 CRESTWOOD AVE

This single family house in the Ecorse area neighborhood has been the subject of a dozen complaints over the past three years, all involving junk vehicles and an accumulation of common household items and blight in the yard. Each previous investigation was substantially resolved with coaxed compliance over time, but the code violations have never ceased and have now gotten more intense. The property owner is Jewell Mackey who resides at the house with her adult son. Neighbors report observing rats at the property on a regular basis.



1117 DAVIS ST

This single family house in the Ecorse area neighborhood was discovered vacant with no electric service in July, 2020 by OCS staff in the area on another complaint. An investigation determined that the owners, Earnest and Kendra Wilson, most likely left the house vacant sometime in the fall of 2019, which coincides with termination of utility services. It also coincides with their purchase of another house elsewhere in Ypsilanti Township. It is believed

CHARTER TOWNSHIP OF YPSILANTI

that the property is at some phase of mortgage foreclosure due to notices posted on the premises. However, foreclosure sales by the Sheriff's Office have been suspended due to COVID-19 since early this year and civil division staff advise they have no idea when sales may resume. The house has electrical code violations, ceiling damage, mold growth on walls, the Township has mowed the grass all year, and has not been registered as required; it was inspected using a search warrant on September 30, 2020.



7941 LAKE CREST DR

This single family house in the Ford Lake Heights neighborhood has been the subject of complaints from neighbors reporting it to be vacant with shingles coming off the roof. The Township has mowed the property this summer and one neighbor reported repairing a gutter that had fallen off the house. It is owned by Joseph Amador III, who has been incarcerated by the Michigan Department of Corrections for more than one year with the earliest release date in 2032. OCS staff initiated code enforcement to get the property registered, and received a hand written letter back from Mr. Amador stating the house was not vacant. YCUA records show no water usage since February 2019. OCS staff received a search warrant to inspect the house on August 10, 2020 resulting in documentation of code violations.



CHARTER TOWNSHIP OF YPSILANTI

9607 HARBOUR COVE CT

This single family condominium in the Harbour Cove complex is also owned by Joseph Amador III, same as the last case noted above. It has been the subject of complaints and investigations by the condominium association and OCS since 2015. In 2015, Mr. Amador told OCS that it was not a rental property, and that he only occasionally visited the unit. In 2018, the property underwent mortgage foreclosure; Peter Jordan and Adam Magiera purchased the redemption rights and Mr. Amador redeemed it during the redemption period. In July 2020, a neighbor complained of mold odor emanating from the unit. OCS initiated code enforcement and inspected the unit with a search warrant on August 13, 2020. The inspection revealed interior damage due to water leaks, as well as electrical code violations. Mold odor could not be verified due to competing marijuana odor from adjacent units. The unit remains vacant with unresolved code violations.



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 confirm authorization for circuit court litigation to abate a public nuisance by padlocking at 2545 Coolidge Ave; funded in the amount of \$10,000 in account 101-950.000-801.023**
Copy: McLain & Winters, Township Attorneys
Date: October 9, 2020

The Office of Community Standards (OCS) has investigated and received information regarding a public nuisance at the following location for which administrative authorization was previously granted to engage legal services to abate said nuisance. Confirmation of that authorization is now requested.

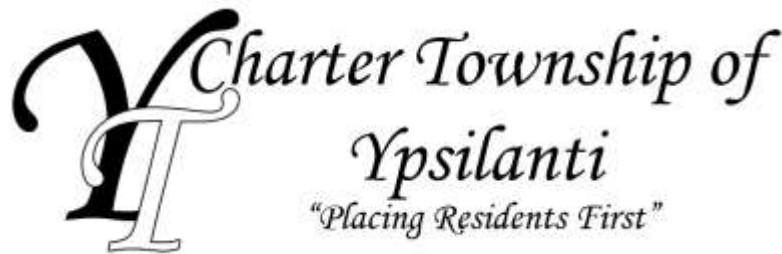
2545 COOLIDGE AVE

This single family property is owned by Donna Cole and is situated in the industrial/commercial area of the Township near the YCUA facility. The Township is actively litigating a previously authorized public nuisance case involving the condemnation of the house and accessory structures, storage of junk vehicles, and miscellaneous blight on the premises. As the public nuisance case was underway, OCS learned of active police investigations involving stolen trailers and narcotics trafficking. The Washtenaw County Sheriff's Office CAT unit eventually developed adequate evidence to execute a search warrant on July 29, 2020. Deputies arrested the property owner's brother, Edward Katz, in possession of more than 400 grams of powder cocaine, 7 large bags of marijuana, narcotics trafficking paraphernalia, and \$9,770 in cash. Deputies also seized about a dozen firearms, one of which was a handgun reported stolen in a home invasion in Ypsilanti Township in February 2020. Evidence seized then led to execution of a second search warrant at Katz' residence at 4640 Merritt Rd in Pittsfield Township.

As the original public nuisance case remains unresolved, legal counsel requested and received administrative authorization to initiate this second public nuisance case within the 90-day time limit seeking to vacate and padlock the structures on the property pursuant to state law.

In a personally disturbing side note, Katz was allowed to plead guilty in circuit court to Possession with Intent to Distribute Marijuana and was recently sentenced to one year of probation (despite possessing more than 400 grams of cocaine and a stolen handgun). This plea deal was accomplished without the knowledge or consent of the CAT unit and the officer in charge of the case. Legal counsel continues pressing forward to resolve both cases and achieve nuisance abatement and harm reduction.

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



Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor

FROM: October 13, 2020

RE: Request to set public hearing on Tuesday, November 17, 2020 at approximately 7:00 p.m. for 2021 Fiscal Year Budget

Please place the following on the October 20, 2020 agenda:

1. Request to set public hearing on Tuesday, November 17, 2020 at approximately 7:00 p.m. for 2021 Fiscal Year Budget.

If you have any questions, please let me know.

dg

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



**Green Oaks
Golf Course**

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

ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Mike Hoffmeister, Residential Services Director

Date: October 12, 2020

Subject: Request Authorization to approve budget amendment request with OHM for the engineering, design and bidding of an additional Huron Street pathway segment in the amount of \$6,800 budgeted in line #212-970.000-997.250.

The Residential Services Department is requesting authorization to approve the budget amendment proposal with OHM for the engineering, design and bidding of an additional Huron Street pathway segment.

The Board of Trustees previously approved a services agreement with OHM to complete engineering, design and bidding for Phase #1 of the Huron Street trail for \$32,500. This is in coordination with the Connecting Communities grant received from WCPARC to complete Phase #1 of the trail. This Phase #1 design is close to completion and is between S. Huron River Drive and Joe Hall.

It was recently discovered that our original Phase #2 of the Huron Street Pathway (from the I-94 EB exit drive to James L. Hart) is included in the City of Ypsilanti/MDOT mDNR Trust Fund construction project.

This services agreement with OHM includes the engineering, design and bidding of an additional connection on the east side of Huron River Drive that will connect James L. Hart (Eagle Crest entrance) north to the North Bay Park entrance. This section was in the original phase #2 of our plan but we feel it is more efficient to bid and construct this section as part of phase #1. Additionally, many people utilize this section of future trail as there is a bus stop at the NE corner of the James L Hart/Eagle Crest and Huron Street intersection.

Mike Hoffmeister
Residential Services Director
mhoffmeister@ytown.org
734-544-3515



September 10, 2020

Mr. Michael Hoffmeister
Residential Services Director
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: **Huron Street Pathway – Budget Amendment Request
Originally Approved on February 18, 2020**

Dear Mr. Hoffmeister:

The Huron Street Pathway (Phase 1) project is currently designed and ready for bid to construct a 10-foot wide asphalt pathway along the west side of Huron Street from Joe Hall Drive to South Huron River Drive connecting with existing pathway.

OHM has been in communication with Washtenaw County Parks and discovered that a portion of the Huron Street Pathway north of Joe Hall Drive (Phase 2) is proposed for construction in a joint effort with MDOT. Ypsilanti Township's Phase 2 plan, as applied for with Connecting Communities funds, for Huron Street included two segments of pathway construction; along the west side of Huron Street from James L Hart to the I-94 Service drive, and the second pathway along the east side of Huron Street, connecting James L Hart to North Bay Park (See Attached Phase 2 Figure). Earlier this year, the Ypsilanti City Council voted unanimously to apply for \$300,000.00 of grant money from the Michigan Natural Resources Trust Fund to help offset their \$3.3 million dollar construction costs. With that award, the City/MDOT Huron Pathway Project includes a western connection from the I-94 bridge to James L Hart Parkway, tentatively planned for 2022 construction.

Given that one segment of the Township's original Phase 2 plans is proposed for construction by MDOT and the City, it is our understanding that the Township still wishes to add the proposed eastern segment of the pathway to connect North Bay Park path and include this in the bid package already prepared by OHM Advisors (Phase 1).

The design tasks will remain the same from the original proposal (attached) and are requested to be amended as outlined in the below table; work in Task 1 includes gathering of additional topographical survey, utility information and also collection of soils information of the proposed project area. Task 2 is simply designing the additional pathway and securing the necessary permits. Task 3 and Task 4 have remained unchanged.

In order to complete the design for the additional pathway segment, we are requesting a budget amendment not to exceed the amount of **\$6,800.00**. The proposed pathway from James L Hart to North Bay Park adds approximately five (5) stations (450 feet) to the project. The additional pathway will add approximately 2 additional sheets to the plan set. OHM will prepare permits in accordance with the WCRC to include this additional section. Note that this does not include additional pathway within North Bay Park. This amendment to the scope also



does not anticipate traffic signal design work as part of this project and is therefore excluded from our scope of services. If traffic signal design work is required a separate proposal can be provided upon request.

Overall, approximately 40 Hours Field Data Collection and up to 20 Hours of Design are estimated and included in this amendment to add the proposed additional pathway. This will amend the previously approved budget from \$32,500.00 to \$39,300.00. The table below illustrates how the amendment will contribute to each necessary task.

	Original	Amended Budget
Task 1: Design Survey/Topo and Field Data Collection	\$9,650.00	\$14,370.00
Task 2: Engineering Drawing Design	\$15,900.00	\$17,980.00
Task 3: Specifications and Final Bid Package Assembly	\$4,450.00	\$4,450.00
Task 4: Bidding	\$2,500.00	\$2,500.00
Total	\$32,500.00	\$39,300.00

We appreciate the opportunity to work with the Township on this project and we believe this additional pathway extension will positively impact this area of North Bay Park and help make the surrounding area more pedestrian friendly

If this proposal amendment 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.

Sincerely,
OHM Advisors

Matthew D. Parks, P.E.

Encl: Huron Street Pathway Proposed Phase 2 Map
Huron Street Pathway Proposal for Engineering Design Services – January 13, 2020



OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

Matthew D. Parks, P.E.
Principal in Charge

(Signature)
(Name)
(Title)
(Date)

Ms. Brenda Stumbo
Township Supervisor

(Signature)
(Name)
(Title)
(Date)

Ms. Karen Lovejoy Roe
Township Clerk

Huron Street Pathway Phase #2 Whole Map

Legend

■ Pathway





January 13, 2020

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

RE: Proposal for Huron Street Pathway
Professional Engineering Design Services

Dear Ms. Stumbo:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Design Services for the Huron Street Pathway. This pathway is part of the Washtenaw County Parks and Recreation Commission's (WCPARC) Connecting Communities pathway/sidewalk initiative. The design and construction of this pathway is being performed in partnership with the Charter Township of Ypsilanti (Township) and the Washtenaw County Parks and Recreation Commission (WCPARC).

This proposal provides key personnel and project manager contact information as well as project understanding, deliverables, schedule, and fee estimation.

PROJECT UNDERSTANDING

Through a joint effort between OHM and Ypsilanti Township, Connecting Communities grant money was awarded to the Township in the fall of 2019 in the amount of \$150,000.00. The proposed project consists of linking pathway along the west side of Huron Street from Joe Hall Drive to South Huron River Drive.

For the Huron Street Connecting Communities project, an asphalt pathway will be constructed at the end of the existing west path near Joe Hall Drive and Huron Street. A proposed 10-foot wide asphalt pathway will be designed from Joe Hall Drive to South Huron River Drive.

This project is anticipated to be constructed as a change order stemming from the 2019 Grove Road Pathway Extension project, under Best Asphalt's existing contract with Ypsilanti Township. Best Asphalt and their suppliers have agreed to hold 2019 unit prices contingent on the project commencing early in the construction season. OHM has agreed to accelerate the design in order to assist the Township in maintaining the construction efforts as a change order. It is anticipated that this project will commence in late May or early June of 2020.

All pathway design will comply with the current guidelines for pathway construction including the American Association of State Highway Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities (where applicable), applicable sections of the Americans with Disabilities Act (ADA), the National Asphalt Pavement Association (NAPA) Standards, and local Ordinances.

During the Connecting Communities application process, it was recognized that some pathway construction would ultimately exceed the Huron Street right-of-way and need to be constructed on the Bethesda Church property,



located at 1800 Huron Street. OHM reached out to Bethesda Church and acquired their letter of support for the project on August 29, 2019 for a 10-ft easement. No other easements for the project are anticipated at this time as the majority of the proposed work should be contained within the Huron Street right-of-way.

OHM Advisors has previously assisted with neighboring Border-to-Border pathway projects as well as with various application assistance efforts. We offer the following scope of services for the completion of the design of this project.

SCOPE

Task 1 – Design Survey/ROW Identification

OHM Advisors will begin Design Survey upon authorization to proceed. The focus will be to identify critical areas where obtaining temporary or permanent easements could save construction cost as well as areas that may require additional design efforts. 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 all necessary existing physical features, such as sidewalk, structure inventory, trees, etc., and elevations to provide information for preparing plans, with a focus on meeting all ADA requirements.

Task 2 – Engineering Drawing Design

The data gathered in Task 1 will allow us to create a set of design base drawings and aerial maps. These drawings and maps will be further developed to show the pathway location. Preliminary design will be completed at this time.

The plans will include any notes and details necessary for specific design elements as well as cross-sections of the path. These documents will serve as the plans for the project and allow the contractor (Best Asphalt) to recognize the overall scope of work. Additionally, these plans will also be reviewed with the Township for feedback with a meeting. If easements are needed, they will be discussed at this time. Any plan revisions discussed at the meeting will be incorporated into the drawings for the final change order package. This design is assuming one (1) contingency easements will need to be obtained. Additional easements can be prepared for \$950 each.

Geotechnical information will also be gathered at this stage and will be performed by G2 Consulting Group (G2). We anticipate that three (3) soil borings will need to be obtained for the proposed pathway alignment.

Task 3 – Design Specifications

In order to develop the necessary specifications, OHM will follow the Charter Township of Ypsilanti Engineering Standards and Design Specifications. These specifications will reference contractual items, specifically supplemental specifications and a method of payment for the contractor to follow. The change order package will require the necessary bonding, prevailing wage information, and insurance. After completion of the design, the Township will be provided with two (2) hard copies of the package for review along with an updated final engineer's opinion of probable cost. OHM will also assist and submit for permits, including an SESC permit and WCRC permit, as part of this task.

Task 4 – Change Order and Notice to Proceed

OHM will address any questions received by the contractor (Best Asphalt) prior to the change order submittal. Once Ypsilanti Township, Best Asphalt, and WCPARC have reviewed the change order and corresponding plans, the change order will be submitted for Township Board approval and assuming approval, a Notice to Proceed will be issued.



DELIVERABLES

Task	Deliverable
Task 2	Engineering Design Plans
Task 3	Change Order Package
Task 4	Change Order and Notice to Proceed

KEY PERSONNEL

This project team has been specifically selected to best meet the technical aspects of the design and facilitate coordination with the Township. G2 Consulting Group will offer 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, Utility Coordination, & Public Liaison
Elliot Smith	Lead Design Engineer	Concepts, Design Development, ADA Issues, & QA/QC
Phil Maly	Construction Engineer	QA/QC
Andrew Schripsema, PE, PS	Surveyor	Design Survey (Control, Topography, & Right-of-Way)
G2 Consulting Group	Geotechnical Engineer	Soils Report Development

ASSUMPTIONS/CLARIFICATIONS

- ▶ The design will be limited to the pathway and hard surface around the proposed conceptual routes only. This design will not incorporate any improvements to Huron Street.
- ▶ 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 Advisors. Additional work will not be conducted prior to Township written authorization.
- ▶ No construction phase services are included in the proposal. The Township can inspect and administer this project with their staff or OHM can submit a proposal under separate cover for consideration upon request. In general, small projects like this require approximately 13-15% of the overall construction cost to administer construction services. This can change based on the level of service provided.
- ▶ 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.

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 2020 Rate Schedule. Invoices will be sent monthly as work is performed.

Design Tasks	Design Fee
Task 1	\$9,650.00
Task 2	\$15,900.00
Task 3	\$4,450.00
<u>Task 4</u>	<u>\$2,500.00</u>
Total	\$32,500.00

The total fee is estimated to be \$32,500.00. Additional services can be provided on an hourly basis, as requested.



ACCEPTANCE

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

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

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Matthew D. Parks, P.E.

(Name)

Ms. Brenda Stumbo

Principal in Charge

(Title)

Township Supervisor

(Date)

(Signature)

(Name)

Ms. Karen Lovejoy Roe

(Title)

Township Clerk

(Date)

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



**Green Oaks
Golf Course**

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

ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Mike Hoffmeister, Residential Services Director

CC: Mark Nelson, Court Administrator
Travis McDugald, Information Services Manager

Date: October 12, 2020

Subject: Request Authorization to approve agreement with Hoppe Design for design, bidding and construction services for improvements to the IT Network Room and the Civic Center/14B Campus Security Screening in the amount of \$22,000 budgeted in #101-970.000-971.003

The Residential Services Department is requesting authorization to approve an agreement with Hoppe Design for design, bidding and construction services for improvements to both the IT Network Room and the Civic Center & 14B Campus Security Screening in the amount of \$22,000 budgeted in #101-970.000-971.003.

IT Network Room: This room is in need of expansion and improvement. The room requires space for the possibility of future expansion. But the primary reason for this project is to ensure the room is safe in case of a fire and that the current floating floor is improved. Fire Marshal Kimball has provided some input on how to improve this room; all of which require professional architecture assistance and bidding a project.

Civic Center/14B Campus Security Screening: It has been discussed for a number of years to improve the security of the Civic Center & 14B court. The 14B Court is one of only a few courts in the State of Michigan that has no security screening at its entry points. Additionally, Magistrate Mark Nelson has formed a Security Committee and Director Radzik has budgeted for Deputies to start screening in 2021. This agreement would provide architectural changes to the facility to allow for physical screening to take place for the entire Civic Center/14B Campus. This facility has also been studied by the Michigan Supreme Court and provided additional recommendations to be a part of this.

Combining these two high priority projects allows for a decreased price for architecture services as well as the possibility of combined efforts and efficiency during the construction process.

Mike Hoffmeister
Residential Services Director
mhoffmeister@ytown.org
734-544-3515

October 9, 2020

Mr. Mike Hoffmeister CPRP
Residential Services Director
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

Re: **Charter Township of Ypsilanti
Civic Center Building Entry Improvements and IT Expansion
7200 S. Huron River Drive, Ypsilanti Township, MI 48197**

Dear Mr. Hoffmeister:

Thank you for the opportunity to submit this proposal for Professional services for the above named project. Our understanding of the project is as follows.

PROJECT UNDERSTANDING

Entry Improvements

You would like to prepare a design for the renovation of the existing main entry into the building. The existing space is to receive a single story vestibule addition measuring approximately 8' x 15'. The addition will include the following: matching aluminum storefront entry system and glazing; slab on grade; matching roofing; matching hardware; new security check-in systems; vestibule HVAC system; video/CCTV surveillance; entry scanning equipment; metal detectors; forced entry ballistic resistant doors, windows, wall and roof; bollard control; obscure glazing; stainless steel mesh or bullet proof glass security screens; signage. The project also includes the re-design of the aluminum entry from the civic center into the court. This door and the flooring at the threshold will be removed and relocated for barrier free access.

IT Expansion

You would like to prepare a design for the renovation and expansion of the existing IT Department. The existing space is to receive a single story addition with an interior dimension measuring approximately 12' x 14'. The addition will include the following: matching brick veneer; matching roofing; matching fenestration; slab on grade; room for the existing central computing system and UPS. The MEP requirements for the room include: grounding rod; power outlets; cable ladder runways; conduits for cable distribution; cross room cooling; ESD flooring; air exchange; humidifier; two circuits coming from the UPS; key card access.

SCOPE OF BASIC SERVICES:

HOPPE Design, LLC proposes to provide Professional Architectural Services as follows:

Pre-Design

Measuring: HOPPE Design, LLC will measure the portion of the existing building effected by the change and document the approximate dimensions on a base plan.

Preliminary Design

Preliminary Design: HOPPE Design, LLC will prepare a proposed schematic design. The schematic design will include a floor plan and exterior elevation.

Construction Documents

Architectural Working Drawings: HOPPE Design, LLC will prepare architectural working drawings to be used for permitting, bidding and construction. These documents will include a code analysis, egress plan, partial floor plan, partial roof plan, partial exterior elevations, partial building sections, wall section, large scale plan, partial reflected ceiling plan, door and hardware schedules, interior elevations, and room finish schedules.

Structural Working Drawings: HOPPE Design, LLC will prepare structural working drawings to be used for permitting, bidding and construction. These documents will include foundation plan, specifications and structural details and notes.

Mechanical/Electrical/Plumbing Schematic Drawings: HOPPE Design, LLC will prepare mechanical/electrical/plumbing schematic drawings to be used for permitting, bidding and construction. These documents will include mechanical systems, interior lighting and power distribution, plumbing, specifications, details, and notes. The fire suppression system will be described in the specification and will be bid as a design build requirement and submitted as a deferred submittal by the fire suppression contractor.

Specifications: HOPPE Design, LLC will provide a written project manual that will include front end material as provided by the client as well as limited technical specifications.

Security: HOPPE Design, LLC will provide a bid package describing security measures for the new entry. The security measures will include extension of the existing video/CCTV surveillance system; entry scanning equipment; and metal detectors.

Bidding

HOPPE Design, LLC will assist the client in reviewing the documents with the bidders, issue addenda to the construction documents and assist the client in negotiating a contract for construction.

Construction Contract Administration

HOPPE Design, LLC will provide limited contract administration services to include: correspondence with the contractor during construction; a final site review; and preparation of a punchlist.

Deliverables

HOPPE Design will provide a pdf of all drawings and specifications. All printed copies of the drawings, specifications and renderings will be provided by the client.

ASSUMPTIONS AND RESPONSIBILITIES

This agreement is based upon the following assumptions and description of responsibilities.

The client will provide HOPPE Design, LLC with all available existing site and building drawings and the architect shall be allowed to rely upon the accuracy of such drawings.

The client will secure services related to the design of the server room HVAC system under separate contract.

The remainder of Construction Contract Administration services and Approval Assistance are not included in this agreement and will be provided only after receipt of a signed amendment to this agreement.

The client is responsible for all permitting fees.

Those services shown on the attached list of “available services” that are not explicitly described under the proposed scope of basic services above are excluded. Additions to this scope of basic services may be provided under this agreement with a signed amendment to the agreement.

FEE:

Compensation for Basic Services rendered as described above shall be **Twenty-two thousand dollars (\$22,000.00)**.

Payment for services shall be as follows: fifty percent of fee prior to commencement of services; fifty percent upon completion of construction documents.

Compensation for Additional Services rendered shall be based on the hourly rate of \$170.00 per hour.

SCHEDULE:

The Architect is prepared to begin work within ten working days of receipt of a signed Agreement.

TERMS AND CONDITIONS:

The terms and conditions of this proposal shall be in accordance with the attached Standard Terms and Conditions of the Agreement. This unexecuted proposal shall remain in effect for thirty days, after which time HOPPE Design, LLC reserves the right to review and modify any and all portions of this proposal. Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Your return of a signed copy of this proposal and initial payment will serve as authorization to proceed. If you have any questions or need additional information, please contact this office.

Sincerely,

Wayde C. Hoppe, R.A.
President
NCARB, LEED AP

Client

Date

DESCRIPTION OF AVAILABLE SERVICES

The following is a list of Services available from the office of HOPPE Design, LLC. Only those Services noted in the Scope of Basic Services of this Agreement will be provided under this Agreement. The Owner may elect to add services from the list below to the Scope of Basic Services by request for Amendment. Such services will be provided upon signature and receipt of such amendment and will be provided for at the above stated hourly rate.

PRELIMINARY DESIGN

- Master Planning
- Schematic Floor Plans and Elevations
- Elevation Rendering, Black and White
- Perspective Rendering, Black and White
- Perspective Rendering, Color
- Model Built to Scale
- Assist in Selection of Structural System
- Provide Structural Criteria for Geotechnical Consultant
- Initial Concept and Budget Review
- Existing Building Survey and Measurements
- Program Development

CONSTRUCTION DOCUMENTS

- Architectural Working Drawings
- Structural Working Drawings
- Civil Working Drawings
- Mechanical Working Drawings
- Electrical Working Drawings
- Specifications and General Conditions
- Statement of Probable Construction Costs
- Building Engineering including design and selection of HVAC, Plumbing and Electrical Equipment
- Site Engineering including Civil engineering, Landscape Design, and Grading Plans.
- Utilities: design of utilities to the site including telephone, natural gas, power, cable and water and assisting the Owner in submitting for approval from the utility providers.
- Product and Manufacturer Selection and Specification: Assisting the Owner in selecting and specifying the Finish, Style and Manufacturers of interior finish materials, exterior materials, plumbing fixtures and disposals, shower enclosures and doors, cabinetry, counters and millwork, tile, hardwood flooring, trim, pavers, shingles, siding, banisters, shelving, mantels and fireplace surrounds and inserts, doors and hardware, windows, exhaust hoods, exhaust fans, light fixtures, and appliances.

BIDDING AND NEGOTIATING

- Bidders List: assisting the Owner in assembling a list of qualified bidders.
- Distribution of bidding documents
- Consultation with Bidders
- Pre-Bid Conference
- Assist in Evaluating Bids
- Execute Final Agreement

CONTRACT ADMINISTRATION

- Periodic site visits to observe progress of the project
- Consultation with the Owner or Contractor for review of site and building related issues.
- Shop Drawings and Submittal Review.
- Testing and Inspection Coordination
- Final Acceptance
- Review of Applications for Payment, Lien Waivers, and Sworn Statements.
- Issuance of Change Orders, Field Orders, and Certificate of Substantial Completion.

APPROVAL ASSISTANCE

Assisting the Owner, by submissions and representation only, in filing for application for approval from authorities having jurisdiction over the project. Such authorities may include the following:

- Planning Commission
- Zoning Board of Approval: Special Use Permit
- Zoning Board of Approval: Variance
- City Council
- County Soil Erosion Control
- County Drainage Commission
- Michigan Department of Environmental Quality
- YCUA
- Detroit Water and Sewer
- County Road Commission
- County Well Permit
- Sewage Permit
- Septic System Inspection
- Sign Permit
- County Health Department
- State Department of Public Health
- Army Corps of Engineers: flood plain determination
- EPA: soil erosion permit
- Barrier Free Design Rule Exception

EXTENDED SERVICES

Assist the Owner in procuring services from Consultants related to special concerns including the following:

- Contamination Investigation
- Contaminant Abatement
- Subsurface Investigation
- Land Surveying
- Interior Design
- Signage Design: Interior and Exterior
- Food Service Equipment Design
- Detailed Cost Estimating
- Graphic Design
- Furniture and Fixture Design and Layout

STANDARD TERMS AND CONDITIONS OF THE AGREEMENT

ACCESS TO SITE

Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Architect will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

ALLOCATION OF RISK

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses for any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Architect and his subconsultants to all those named shall not exceed the Architect's total fee for services rendered on the project or the available limits on the architect's professional liability insurance, whichever is less. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA, except where it can be demonstrated that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA may be subject to various and possibly contradictory interpretations and that the standards for design practice as it relates to disabled legislation are still evolving. Therefore, the Architect shall use his reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, and to conform the construction documents to the requirements of such laws. However, the Architect cannot and does not warrant or guarantee the Owner's project will comply with interpretations of ADA requirements.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

CONSTRUCTION COST

Construction Costs are defined as the cost of any and all building and site work requiring architectural drawing, documentation and advice; including Contractor fees, equipment, and counterwork. Construction Costs shall also include the absolute value of changes made after the completion of the contract document phase. It does not include the cost of professional architectural fees or interior furnishings. Until final construction costs have been presented, an estimated cost of construction, prepared by the Architect, will be used for calculating the billings.

CONSTRUCTION OBSERVATION

If described in this agreement as a part of basic services, the Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Owner and the Architect, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Architect, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Consultant shall keep the owner informed about the progress of the Work. If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the Architect as Additional Services in accordance with the terms of this Agreement.

The Architect shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

CONTINGENCY

The Owner and the Architect agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Architect and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve in the amount of ten percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

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 the Architect agree that all disputes between them arising out of or related to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Arbitration shall be a secondary method of dispute resolution. The Owner and the Architect further agree to include a similar provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

HAZARDOUS MATERIALS

Both parties acknowledge that the Architect's scope of services does not include any services related to hazardous or toxic materials. In the event the Architect or any other party encounters hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present to the jobsite, or any adjacent areas that may affect the performance of the Architect's services, the Architect may at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

INDEMNIFICATION

The Owner shall indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including all attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named with respect to the services under this agreement, excepting those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect. The Owner agrees to include this same indemnification in any agreement made with contractors, subcontractors, suppliers, or consultants who provide services or products with respect to this project, indemnifying the Architect as described above.

INVOICES

HOPPE Design, LLC will invoice monthly for the portion of the work completed to that date and payment is due upon receipt of invoice. Payment due and unpaid shall bear interest from the date payment is due at the rate of 1-1/2 percent per month or the maximum allowable by law, whichever is lower.

OBSOLESCENCE

Although the Architect endeavors to specify products that are readily available, the Architect does not warrant that specified products will not be obsolete or in any other manner unavailable or inapplicable for the project, or that such products may not increase in cost for any reason. The Owner acknowledges that the Architect is not liable for costs associated with the unavailability of specified products, delays to the project due to the unavailability of specified products, or additional costs to the project due to replacement of unavailable products.

OPINIONS OF PROBABLE COST OF CONSTRUCTION

In providing opinions of probable cost of construction, the Owner understands that the Architect has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Architect's opinions of probable construction costs are made on the basis of the Architect's professional judgment and experience. The Architect makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Architect's opinion of probable construction cost.

OWNERSHIP OF DOCUMENTS

All documents produced by the Architect under this agreement and the copyright for those same documents shall remain the property of the Architect and may not be used by the Owner for any endeavor without written consent of the Architect. Should the Architect consent to give permission for the Owner to use the copyrighted documents, the Owner shall direct any consultants employed by the Owner to remove all reference to the Architect from the drawings of record, including statements and title block information that reference the Architect, prior to use of the documents for any reason. Furthermore, the Owner agrees to indemnify and hold harmless the Architect, his officers, directors, employees, and consultants against any damages, liabilities or costs including attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized re-use or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the written authorization of the Architect.

PERMITS AND APPROVALS

The consultant shall assist the Owner in connection with the Owner's responsibility for applying for those permits and approvals normally required by law for projects similar to the one for which the Architect's services are being engaged, if those services are listed in the Scope of Basic Services of this agreement. If not specifically listed in the Scope of Basic Services, then the Architect shall be compensated for this service as an Additional Service. This assistance shall consist of completing and submitting forms and providing information to the appropriate regulatory agencies having jurisdiction over the documents, and other services included in the Scope of Basic Services of this agreement. The Architect cannot and does not warrant or guarantee the Owner's project will comply with requirements of federal, state and local laws, rules, codes, ordinances, and regulations.

PRIOR CONTRACTS AND CONDITIONS

The Owner agrees to indemnify and hold harmless the Architect from all damages and liability arising out of or in any way connected with the performance of any previous architect or engineer related to the project, existing buildings or site, including soils analysis and foundation design. The Owner also agrees to terminate all previous agreements with design professionals that have provided services related to this project prior to entering into this agreement. The Architect is not required to inspect, review, alter or evaluate in any way the services provided by a previous design professional.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for services and include expenses incurred in the interest of the project and are as follows: expense of reproductions, postage and handling of drawings, specifications and other documents; mileage, and photographic expenses required of the Architect; fees paid for securing approval of authorities having jurisdiction over the project; renderings, models and mock-ups requested by the Owner; additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; Mechanical, Electrical, Structural and Civil consultants if required. Reimbursable expenses will be billed at 1.15 (one point one five) times the amount billed the Architect. Costs for site surveying consultants, if required, will be invoiced directly to the Owner.

RIGHT TO RETAIN SUBCONSULTANTS

The Architect may engage the services of any subconsultants when, in the Architect's sole opinion, it is appropriate to do so. Such subconsultants may include any specialized consulting services deemed necessary by the Architect to carry out the scope of the Architect's services.

SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

STANDARD OF CARE

In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

STATUTES OF REPOSE AND LIMITATION

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the Architect's services are completed or terminated.

SURVIVAL

All limitations of liability, indemnifications, warranties, and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

TERMINATION OF SERVICES

This agreement may be terminated by the Owner or the Architect for any reason. In the event of termination, the Owner shall pay the Architect for all services rendered to the date of termination plus all reimbursable expenses.

THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

UNAUTHORIZED CHANGES

In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Architect without obtaining the Consultant's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect's construction documents without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

VERIFICATION OF EXISTING CONDITIONS

In as much as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees to bear all costs, losses and expenses, including the cost of the Architect's additional services, arising from the discovery of concealed or unknown conditions in an existing structure.

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

**Recreation Department/
Community Center**


2025 East Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3807
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838

www.ytown.org

Memorandum

TO: Ypsilanti Township Board of Trustees

CC: Javonna Neel

FROM: Angie Verges, Recreation Services Manager 

DATE: October 13, 2020

RE: Board Agenda Item: Contract Renewal with Washtenaw Community College

The Recreation Department continues to collaborate with Washtenaw Community College (WCC) to offer ESL and GED classes at the Ypsilanti Township Community Center.

Attached is the contract from WCC to continue offering classes at our facility for the 2020-2021 school year. One change to the contract this year is the addition of two statements pertaining to COVID-19. The contract was also provided to Attorney Winters for review prior to the next Board Meeting.

Bonnie Truhn will provide an updated copy of WCC's insurance by the end of this week, listing Ypsilanti Township as "additional insured."

Please place this item on the October 20, 2020 Township Board meeting agenda for review/approval.

WASHTENAW COMMUNITY COLLEGE & YPSILANTI TOWNSHIP COMMUNITY CENTER AGREEMENT FOR EXTENSION CENTER OFFERINGS

This agreement is made by and between **Washtenaw Community College**, hereinafter called the **College** and the Charter Township of Ypsilanti Community Center, Ypsilanti, Michigan hereinafter called the **Center**.

The College and the Center desire to be partners in providing Adult Education ESL instructional program classes funded by the 2020-2021 Section 107, MI-State School Aid Act to the residents of the College service area, in particular, Ypsilanti Township, thereby giving added dimension to the programs and services already available to the people of the community, with input from the Center staff and other community leaders. The Center desires to make this program available to the people of the College service area and Ypsilanti Township area by providing facilities and support for said adult education ESL instructional programs; therefore, it is deemed advisable to establish certain rules, regulations, and financial determinations so that the respective roles of the College and the Center can be delineated for the accomplishment of these purposes.

Therefore, be it mutually agreed in considerations of the promises to each other as follows:

The College agrees:

- To adhere to safety protocols and procedures implemented by the Center to minimize spread of COVID-19.
- To provide all instructional personnel and direct administrative services necessary for conducting quality adult education ESL instructional program classes.
- To provide classroom and technical equipment necessary to conduct classes.
- To promote enrollment for the adult education ESL instructional program classes by providing appropriate publicity through local media and other means.
- To schedule the adult education ESL instructional program classes at those times, days and evenings, in compliance to a mutually agreed upon calendar. A calendar of orientation, PD, and class dates and times must be arranged through the Center's Director prior to the start of each new program session.
- To make adequate prior arrangements and communications for class time and date changes due to unforeseen circumstances.
- To follow reasonable practices relating to the proper use and care of the Center properties and facilities.
- To conclude all classes no later than 8:00 p.m.
- To adhere to the current applicable Center's Rules and Regulations as stated in the following:
 - o The Community Center is a smoke free, alcohol free, and drug free facility.

- o The use of open flames, such as lighted candles, are strictly prohibited.
- o Any form of gambling or game of chance, unless expressly permitted by law and subject to the approval and issuance of special permits is prohibited on the premises.
- o A Building Attendant and/or Custodian will be on duty during all hours of building operation and groups must guarantee responsiveness to the directives of all department staff. Accidents and damage, no matter how trivial must be reported to Department staff immediately.
- o Property of the Community Center shall not be removed from the facility at any time.
- o Groups shall not use, remove or disturb any supplies, bulletin boards or any other items in the Community Center. Some items may be moved or placed out of sight with advanced Department approval and must be returned to the original location at completion of use.
- o Groups shall be restricted to the room(s) assigned, except for use of restrooms and common areas. Use of facilities outside the building is restricted to the parking facilities unless granted prior Department approval.
- o Placement of posters, banners, decorations, etc. may be permitted upon prior Department approval.
- o The Community Center is not responsible for equipment or supplies brought in by groups, but will work collaboratively with the College to ensure safety and security of the rented space.
- o The Charter Township of Ypsilanti assumes no responsibility, financial or otherwise, for accidents or injuries sustained by individual or groups of individuals while using the facilities.
- o The Charter Township of Ypsilanti assumes no responsibility for damage or theft of personal items.
- o The Township & organization using township buildings shall refrain from using Styrofoam products for use in Township Building (Charter Township of Ypsilanti Resolution 89-16)

The Center agrees:

- To implement the State recommended safety protocols and guidelines to minimize the exposure and spread of COVID-19.
- To provide a designated classroom at the Center (Room 103) for exclusive use of adult education services and classes, Monday-Friday. On Monday, Tuesday, and Wednesday evenings starting in the fall 2020 semester, the Township will also provide use of (Room 301) for adult education services and classes.
- The College and the Township will mutually agree to a program calendar for the delivery of educational services and classes.
- To allow persons to register for adult education ESL instructional program classes in accordance with the College's non-discrimination, Open Door Policy.
- To provide an on-site employee for the purpose of opening and closing the buildings and classrooms where adult education instructional program classes are conducted.

- To provide custodial and maintenance services for the facilities and grounds used by the adult education instructional program classes.
- To make classrooms physically accessible to the students and to see that the classrooms are kept open for adult education instructional program classes in a timely manner.
- To provide security and safety arrangements for the adult education instructional program classes faculty and students similar to those provided to the employees and participants of the Center.
- In addition to the mutually agreed upon calendar that recognizes the Center's furloughs and planned closures, on certain school days, the Center may be closed due to inclement weather. On these days, adult education instructional program classes may not meet.

General Provisions:

- For the duration of this contract, this agreement covers the exclusive use of (Room 103) and the use of (Room 301) Monday, Tuesday & Wednesday evenings from 5-8 pm. Orientation, entry assessment, advising, counseling sessions, and staff professional development will generally be conducted between 9:00am-8:00pm, Monday-Friday based upon the mutually agreed calendar. In light of conditions created by the COVID-19 pandemic, the College may have to resort to remote and/or virtual program operations and delivery. In this case, the Township will continue the commitment to holding and maintaining the designated rooms for the adult education program noted in this agreement.
- It shall be the individual responsibility of each of the parties to carry and maintain its own insurance of public liability and property damage.
- The Center and the College further agree to negotiate any changes that may be deemed necessary as a result of changed circumstances and to amend the contract through mutual agreement at any time during the said contract period.
- The Center and the College agree to be bound by the provisions of this operating agreement for the period July 1, 2020 through June 30, 2021 for the total sum of \$16,000.00 derived from the 2020-2021 Section 107, MI-State School Aid Act. The total rent sum covers the cost of providing Adult Educations services and will be paid in four equal installments of \$4000 by October 30, 2020, January 8, 2021, March 12, 2021 & June 4, 2021. The check will be made payable to the Charter Township of Ypsilanti.

Responsible College Administrator Bonnie Truhn, Adult Transitions Pathways
Director

College Area/Office _____ Adult Basic Education FOAPAL: 24451-44450-7507-440-
FC261.

William L. Johnson
WCC EVP & CFO

Date

Township Supervisor/Designee
Charter Township of Ypsilanti

Date

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

Accounting

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



MEMORANDUM

TO: The Charter Township of Ypsilanti Board of Trustees

FROM: Javonna Neel, Accounting Director
Travis McDugald, IS Manager

DATE: October 12, 2020

SUBJECT: Request to Approve Professional Agreement Change Order with General Code for the addition of the Laserfiche Enterprise Content Management System – Financial Management Work Flow for Accounts Payable

We are requesting approval of a change order to the professional service agreement with General Code for the purchase of the Laserfiche software to implement a digital financial work flow integration of our invoice approval and payments with our purchase request and accounts payable BS&A modules. This software will enable us to scan all invoices received in the Accounting Department and digitally send out to the appropriate departments for approval. We will be able to track the entire workflow process from receipt of the invoice to payment of the invoice electronically.

As with the initial purchase of the Laserfiche Records Management Software approved by the Board on September 17, 2019 the software will provide a safe repository for the invoices and checks to be retained for the required time period as mandated by the State of Michigan. This will reduce the need to store paper documents and provide the ability to follow the information immediately.

The need to have a system in place was made apparent when the COVID-19 Pandemic hit us and we all needed to work from home. Trying to figure out how to get our invoice approved so we could process them was a logistic nightmare. Having the ability to scan invoices in and send out to the department management to approve will be a huge benefit. We will only have to touch the paper once and not at all if the business start sending us electronic invoices.

With this software the Board will be able to look at all of the warrants awaiting Board approval. Eliminating the need to come into the office to review them.

The change order in the amount of \$28,650 and appendix A and B are attached for your consideration. We are excited to start this process in the Accounting Department. This is budgeted in account 101-266-000-977.001

cc: Karen Lovejoy Roe
Travis McDugald, IS Manager



781 Elmgrove Rd. • Rochester, NY 14624
 (855) GEN-CODE • (585) 328-1810
 FAX (585) 328-8189

CHANGE ORDER # YP4135_09082020
LASERFICHE AVANTE SYSTEM – ADDITIONAL PRODUCT AND SERVICES

Client Name: Ypsilanti Charter Township
Address: 7200 South Huron River Drive
 Ypsilanti, MI 48197

Contact Person: Travis McDugald
Account Executive: Bryan Fatka
Date: 09-08-2020

Line Item Description	Model #	Quantity	Unit Price	Total
Base Software				
Avante Named Full User with Snapshot, Web Access & Email	MNF16	5	\$600.00	\$3,000.00
Base Software Subtotal				\$3,000.00
Add-Ons/Plug-Ins				
Laserfiche Avante Participant User	MPAR	20	\$350.00	\$7,000.00
Avante Quick Fields Document Classification	MCQ09	1	\$4,995.00	\$4,995.00
Avante Starter Audit Trail	MATS16	5	\$50.00	\$250.00
Avante Quick Fields Zone OCR Validation Pkg	MCQC3	1	\$2,795.00	\$2,795.00
Avante Laserfiche Connector	MCNC16	10	\$25.00	\$250.00
Avante Forms	MFRM16	10	\$50.00	\$500.00
Add-Ons/Plug-Ins Subtotal				\$15,790.00
Support				
LSAP Avante Named Full User with Snapshot, Web Access & Email	MNF16B	5	\$120.00	\$600.00
LSAP Avante Starter Audit Trail	MATS16B	5	\$10.00	\$50.00
LSAP Avante Quick Fields Document Classification	MCQ09B	1	\$1,000.00	\$1,000.00
LSAP Avante Quick Fields Zone OCR Validation Pkg	MCQC3B	1	\$560.00	\$560.00
LSAP Avante Laserfiche Connector	MCNC16B	10	\$5.00	\$50.00
LSAP Avante Forms	MFRM16B	10	\$10.00	\$100.00
LSAP Laserfiche Avante Participant User	MPARB	20	\$70.00	\$1,400.00
Support Subtotal				\$3,760.00
Professional Services				
Training - remote		2	\$1,150.00	\$2,300.00
Forms & Workflow Development - remote %*		20	\$175.00	\$3,500.00
Laserfiche Project Management		1	\$300.00	\$300.00
Professional Services Subtotal				\$6,100.00
Grand Total				\$28,650.00

**10 hours of Development work from the original Laserfiche contract (YP4135_356858) will be used for this project as well*

%See Statement of Work in Appendix B for additional information

LSAP/SAAS fees shown herein are for a full year LSAP/SAAS. As applicable, LSAP/SAAS will be prorated to align with the existing LSAP/SAAS anniversary date for the main system. Therefore, the LSAP/SAAS amount on your invoice may be less than the amount shown here.

Remote Services include but are not necessarily limited to the following services: software order processing; project management; software implementation such as modification of server to reflect new license levels; installation or modification of server; client or scanning software; installation and/or configuration of add-on products, such as WebLink, Quick Fields or Workflow and configuration of hardware, such as scanners.

LSAP/SAAS: 2nd year forward for this component is estimated to be: \$3,760.00*
**subject to change based upon the then-current support prices for that year*

CHANGE ORDER

Payment Terms: \$22,550.00 upon order of software and support
\$6,100.00 upon completion of services

Price Validity: Price is valid for 90 days from 09-08-2020

(Client please fill out) Invoice for this Change Order to be sent to:

Department: _____ **Contact:** _____

This Change Order is subject to General Code's Content Management Solutions Terms & Conditions and to the License Agreements for the software referred to above, all of which are available at <http://cms.generalcode.com/terms-conditions> and are incorporated herein by reference, and client authorizes General Code to proceed with the project.

The prices and specifications in this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

YPSILANTI CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Signature _____ **Date** _____

Name _____ **Title** _____

CHANGE ORDER

APPENDIX A – RECOMMENDED SERVER/WORKSTATION SPECIFICATIONS

Please click on the below links to view current specifications:

[Laserfiche Avante Minimum Recommended Hardware Specs](#)

[Laserfiche Default Ports](#)

[Virtualization Considerations for Laserfiche](#)

CHANGE ORDER

APPENDIX B – STATEMENT OF WORK

Templates:

Accounts Payable – Purchase Order

- | | | | |
|-------------------|----------|--------|--|
| 1. PO Number | Required | Number | Formatted to fit their PO # structure |
| 2. PO Amount | Required | Number | Formatted to currency |
| 3. Vendor Name | Required | Text | |
| 4. Requester Name | Required | Text | |
| 5. Department | Required | List | They will provide. . .possibly from DB |

Accounts Payable – Invoice

- | | | | |
|----------------------|--------------|--------|--|
| 1. Approved by Board | Required | List | Yes/No (Default to No) |
| 2. Vendor Name | Required | Text | |
| 3. Invoice Number | Required | Number | |
| 6. PO Number | Not Required | Number | Formatted to fit their PO # structure |
| 4. Date Issued | Not Sure | Date | Possibly pre-fill with today |
| 5. Amount Due | Required | Number | Formatted to currency |
| 6. Requestor Name | Not Required | Text | |
| 7. Department | Required | List | They will provide. . .possibly from DB |

Folder Structure:

1. Finance
 - a. Accounts Payable
 - i. 1 Open Purchase Orders
 - ii. 2 Invoices For Approval
 1. Invoices Not Assigned
 - iii. 3 Complete Warrants
 1. Vendor Name
 - a. Year
 - i. Invoice Number for name of folder
 1. Invoice, PO, completed form reside here
 2. Vendor Name
 3. Vendor Name

Column Views:

- PO View: Name/PO Number/PO Amount/Vendor Name/Requester Name/Department/Creation Date
 - Assigned to “1 Open Purchase Orders” folder
- Warrant View: Name/Invoice Number/Amount Due/Date Issued/Vendor Name/PO Number/Department/Creation Date
 - Assigned to “2 Invoices for Approval” and “3 Complete Warrants” and all subfolders

Process:

1. Requisition and PO approval is done all in BS&A - when complete, will utilize a Connector profile to screenshot the PO screen in BS&A and import to Laserfiche folder “1 Open Purchase Orders”
 - a. Set up an agreed upon key command as well as the icon to click.
 - b. Capture all 5 required data points from BS&A Screen.
 - c. We discussed options, the screenshot is the best option.

CHANGE ORDER

2. **Quick Fields:** Invoices come in physical mail, we'll use QF to bring invoices into Laserfiche folder "Invoices Not Assigned"
 - a. Require Vendor, Invoice #, Invoice Amount, Department
 - b. We will require classifications for a few invoices like Amazon, Comcast, etc.
 - i. Auto-grab all data necessary.
 - ii. Build 2 classifications – train will be provided on how to build additional classifications.
 - c. We will have a "Not Classified" classification so the end user can look at the invoice and manually capture necessary metadata.
3. **Workflow "Invoice Approval-1 PO Matching"** Any invoices that come into the "Invoices Not Assigned" folder are sent to a workflow to look up relevant metadata, find approving manager and kick off a Forms process. The Invoice is then moved to "2 Invoices for Approval" folder.
 - a. If PO number is entered at scan, it finds that PO and all metadata - sends form task to approver.
 - b. If no PO number entered at scan, it searches the repository based on vendor, amount, and department to find a matching PO - sends form task to approver.
 - c. If no PO info can be found, sends forms task to approver w/out PO or metadata.
4. **Forms Process: Manager Approval Step** Approver looks at all data and makes a choice
 - a. **Invoice Approval Form** needs almost everything to be required fields.
 - i. SQL Table will be built
 - ii. Look at rules on form I built, if no link/display to a found PO, then that field doesn't show, but an upload button does show up.
 - iii. Make sure the step is configured to automatically open if assigned to same person.
 - iv. Configure the timer event if the manager does not complete their task after "X" days, the AP department gets notified and can reassign.
 - v. Choices for buttons
 1. Deny Payment-sends email to finance with notes on why it was denied.
 - a. In the demo, just an email. We should add a step to save all related information in a "denied" folder.
 2. Approve-moves along process to finance to confirm and create payment.
 3. Find PO Information: Manager enters a PO# that searches Laserfiche (**using Workflow "Invoice Approval-2 Manager PO Lookup"**) for the data. If it comes back with no data - they upload a PO and click "Approve" to send to finance.
 - b. **Finance Payment Form** is for finance team to do a final check, then set up payment in BS&A.
 - i. Choices for Buttons
 1. Need More Information: Requests more info from manager, see Forms Process. Within the email to manager, a link to the Forms Inbox will be provided.
 2. Clicking "Invoice Paid" kicks off the last workflow
 - a. **Workflow "Invoice Approval-3 Move Files to Complete Warrants"** moves all files to final resting place within the repository
5. **Custom Search:**
 - a. Warrants (PO/Invoice/etc.) are approved 2-3 times per month. All items on the agenda for approval are submitted 1 week prior to the meeting, so we need a search that easily finds these documents for the Board members to review each warrant and also make it easy for the end user to change all statuses to complete.

CHANGE ORDER

- i. They will manually update this one: Date with Created Or Last Modified before x/xx/xx
 - ii. Search within the "3 Complete Warrants" folder
 - iii. Search for Type: Folders
 - iv. Field Search template "Accounts Payable – Invoice" and field "Approved by Board" equaling NO.
- b. Report: Using the search above, they want to export the results as a CSV to provide the board at each meeting.

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



Accounting

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

MEMORANDUM

TO: The Charter Township of Ypsilanti Board of Trustees

FROM: Javonna Neel, Accounting Director
Travis McDugald, IS Manager

DATE: October 12, 2020

SUBJECT: Request to Approve Professional Service with BS&A Software for software integration to connect BS&A with Laserfiche Document Management System.

We are requesting approval for the purchase of the software provided by BS&A Software to integrate our current Financial Management software with Laserfiche Document Management System. This will give the Township the ability to store and retrieve document attachments in Laserfiche Document Management system, for all currently integrated BS&A applications.

This request will work in tandem with the separate request for the additional professional service change order from General Code for additional software.

The cost of the integration is \$3,000 and will be budgeted in 101-266-000-977.001.

cc: Karen Lovejoy Roe
Travis McDuglad, IS Manager

Proposal to...
Ypsilanti Charter Township, Washtenaw County MI
October 7, 2020
Account Executive: Dan J. Burns, CPA

Integration

BS&A Integration with Laserfiche Document Management System **\$3,000**
Ability to store and retrieve document attachments in Laserfiche Document Management system, for all currently integrated BS&A applications

Signature constitutes an order for products and services as quoted.

Signature

Date

Please complete the following for our records:

Project Contact Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____



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: Ypsilanti Township Board of Trustee
FR: Karen Lovejoy Roe, Clerk
Date: Monday, October 12, 2020

Agenda Item for Tuesday, October 20, 2020 Ypsilanti Township Board Meeting

Re: Request for Reimbursement for Professional Services rendered by Attorney Mary Ellen Gurewitz in May, 2020 in defense of the legal action, a lawsuit by Brenda Stumbo and Larry Doe against Karen Lovejoy Roe, Washtenaw County Circuit Court Case Number 20-000443-CZ, in her legal official capacity as Ypsilanti Township Clerk in the amount of \$4,625.00 and approve a budget amendment for the amount.

On May 29, 2020, 2020 Clerk Lovejoy Roe received a certified letter from Mark Ott, Claim Representative from Michigan Municipal League, Property and Liability Pool stating that the Ypsilanti Township Insurance did not cover the defense of lawsuits filed against township employees or elected officials unless there were monetary damages requested in the lawsuit. Also included in the letter was clarification that the Position Fidelity Bond would also not cover the defense of lawsuits against employees or elected officials unless there was a loss of money or tangible property. As a result the legal fees that were paid by Clerk Lovejoy Roe to defend her actions as Clerk of Ypsilanti Township were not covered by either the Township insurance with the Michigan Municipal League or the Bond that the township has for all elected officials. Therefore, Clerk Lovejoy Roe is requesting reimbursement for \$4,625.00 that she paid to defend her actions as Ypsilanti Township Clerk.

The final disposition of the case by the State of Michigan Court of Appeals, June 5, 2020 upheld the actions of Clerk Lovejoy Roe, "AOI (the Affidavit of Identity) strictly complies with the attestation requirements implicit in MCL 168.558 and the clerk has a legal duty to certify the affiant to the board of the election commissioners for placement on the ballot. Accordingly, we reverse the trial court".

Hon. Carol Kuhnke, 22nd Circuit Court Judge for the County of Washtenaw ordered as the case was remanded by the Court of Appeals the following on June 16, 2020:

- A. Plaintiffs have standing to bring this action;
- B. The portion of this Court's May 29, 2020 Order pertaining to the Affidavit of Identify filed by Defendant Heather Jarrell Roe for the position of Ypsilanti Township Clerk is hereby vacated;
- C. Heather Jarrell Roe's candidacy for the position of Ypsilanti Township Clerk may be certified to the Washtenaw County Election Commission, for the August 4, 2020 Primary;
- D. The court dismisses the claims alleging the Defendant Karen Lovejoy Roe and Defendant Heather Jarrell Roe engaged in collusion, nepotism and abuse of office or otherwise acted in violation of Michigan election law as alleged in Plaintiffs' Verified Complaint;
- E. Defendant Heather Jarrell Roe's request for a stay of the court's order pending appeal and her Motion for Sanctions are denied;
- F. The portion of this Court' May 23, 2020 Order pertaining to the Affidavit of Identity filed by Monica Ross-Williams for the position of Ypsilanti Township Treasurer, not having been appealed, remains in full force and effect; and
- G. That portion of this Court's May 29, 2020 Order pertaining to the Affidavit of Identity filed by William Sinkule for the position of Ypsilanti Township Parks Commissioner, not having been appealed, remains in full force and effect; and
- H. This Order resolves all remaining claims in Case no. 20-443-CA and closes this case.

It is imperative that Ypsilanti Township elected officials are secure in knowing that if lawsuits are filed against them in their official capacities that they can perform their duties without suffering the financial burden of litigation for carrying out their statutory duties as required. Reimbursing elected officials and employees for the defense of lawsuits filed against them for actions required to be taken as a part of their statutory requirements is necessary because the insurance and bonds that are in place to protect them only do so for lawsuits requesting monetary remedy.

CUMMINGS & CUMMINGS

LAW GROUP, PLLC

423 N. MAIN STREET, SUITE 200
ROYAL OAK, MI 48067

TELEPHONE (248) 733-3405
FAX (248) 733-3666
WWW.CUMMINGSLAWPLLC.COM

SHEILA C. CUMMINGS
HEATHER L. CUMMINGS

OF COUNSEL
MARY ELLEN GUREWITZ

June 1, 2020

Karen Lovejoy Roe
8677 Merritt Drive
Ypsilanti, MI 48197

By email to: Kroe1975@comcast.net

Re: Invoice for Legal Services

Dear Ms. Roe,

Enclosed please find an invoice for professional services rendered in May, 2020 in defense of the legal action filed by Brenda Stumbo and Larry Doe against you in your official capacity as Ypsilanti Township Clerk.

Please make the check payable to Mary Ellen Gurewitz and send it to my home address, 1665 Balmoral Drive, Detroit, MI 48203.

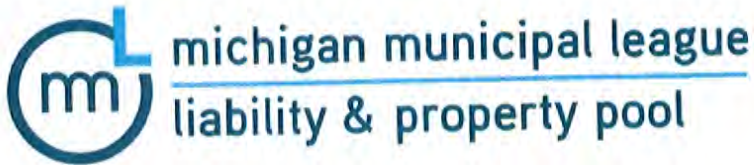
Thank you for the opportunity to represent you in this matter.

Very truly yours,

Mary Ellen Gurewitz

Mary Ellen Gurewitz Billings

Date	Description	Time	Rate	Amount
5/18/2020	Call from Roe, receive & review pleadings, call to Andy Nickelhoff re representation of Heather Roe	2	\$250.00	\$500.00
5/19/2020	Confs w/ Roe & Nickelhoff, call to court, appearance Drafting pleadings	3.5	\$250.00	\$875.00
5/20/2020	Confs w/ Roe & Nickelhoff, draft answer, declaration file, court hearing by zoom	5.8	\$250.00	\$1,450.00
5/21/2020	Confs w/ Roe re additional evidence	0.3	\$250.00	\$75.00
5/24/2020	Confs w/ Roe, review additional documents, draft supplemental affidavit	2.2	\$250.00	\$550.00
5/25/2020	Confs w/ Roe & Nickelhoff, draft supplemental brief file, review Stephanie Carter brief	1.8	\$250.00	\$450.00
5/26/2020	Receive & review supplemental pleadings from Stumbo & Doe	0.8	\$250.00	\$200.00
5/27/2020	Court hearing & decision, calls re same	1.5	\$250.00	\$375.00
5/28/2020	Calls & emails re orders from Williams v Kestenbaum and Stumbo v Roe	0.4	\$250.00	\$100.00
5/29/2020	Calls & emails re orders	0.2	\$250.00	<u>\$50.00</u>
	Total	18.5		\$4,625.00



CERTIFIED RETURN RECEIPT REQUESTED

May 29, 2020

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

Re: Brenda Stumbo & Larry Doe vs. Karen Lovejoy Roe & Heather Jarrell Roe
Claim No.: 100GL2000725
Date of Loss: April 21, 2019

Dear Ms. Lovejoy-Roe,

This letter acknowledges the Michigan Municipal League Liability & Property Pool's ("MMLLPP") receipt of a Summons and Complaint filed against you, Karen Lovejoy Roe. Based on our review of the information that has been provided to us at this time, we regret to inform you that there is no coverage for this lawsuit for the reasons more fully outlined below.

According to the Complaint, the Plaintiff's allege you are related to Heather Jarrell Roe by marriage, Heather is married to Richard Roe who is your son. The Plaintiff's allege you filed paperwork to be placed on the August 4, 2020 primary ballot as a candidate for the position of Ypsilanti Township Clerk. The Plaintiff's allege that you and Heather Jarrell Roe knew, or should have known, that other candidates would be deterred from entering the race for Township Clerk, based on your status as the incumbent Township Clerk.

The Plaintiff's allege that between March 17, 2020 and April 21, 2020, you were in exclusive control of the Clerk's Office and all the Township's elections-related information and processes, as a result of the COVID-19 pandemic. The Plaintiff's also allege on April 21, 2020, on the very last day that filings for the August 4, 2020 primary could be submitted, and using the offices of the Township Clerk, which were otherwise closed to the public, you withdrew your candidacy for the position of Ypsilanti Township Clerk and filed as a candidate for Washtenaw County Commissioner-District 5. This allowed Heather Jarrell Roe to withdraw her candidacy for the position of Ypsilanti Township Trustee on April 21, 2020 and file as a candidate for Ypsilanti Township Clerk. The Plaintiff's are alleging you colluded with Heather Jarrell Row to hide your true candidacy intentions from the public and exploited the COVID-19 pandemic when the Township

Service Provider: Meadowbrook® Inc.

Loss Control & Member Services: PO Box 2054, Southfield, MI 48037-2054; (800) 482-2726;
Claims: 3196 Kraft Ave. SE, Suite 206, Grand Rapids, MI 49512-2065; (616) 942-0311; (800) 752-7477; Fax 616-649-1796

www.mml.org

offices were closed to the public to ensure Heather Jarrell Roe would appear as the sole and unopposed candidate for the position of Ypsilanti Clerk.

Ypsilanti Charter Township contracted with the MMLLPP for certain public official's liability coverage under contract MML001017533 with effective dates of February 1, 2020 to February 1, 2021. This contract provides for a limit of liability of \$5,000,000 per occurrence. There is a \$5,000 deductible.

The pertinent portions of the coverage document are as follows:

COVERAGE D – PUBLIC OFFICIALS LIABILITY

1. Coverage Agreement.

We will pay those sums which the **Insured** becomes legally obligated to pay as **Damages** by reason of a **Wrongful Act** committed in and arising out of discharge of public duties. The **Wrongful Act** must take place in the **Coverage Territory** and during the **Coverage Period**...

Thus, the coverage document provides coverage for "**Damages**" by reason of a "**Wrongful Act**" committed in and arising out of the discharge of public duties that takes place in the "**Coverage Territory**" and during the "**Coverage Period**".

The coverage document contains the following pertinent exclusion:

2. Exclusions.

Coverage under this section does not apply to:

j. Non-Monetary Relief

Any **Claim** seeking relief or redress in any form other than monetary damages or for any fees, including attorney fees, costs or expenses which the **Insured** may become obligated to pay as a result of an adverse judgment for declaratory, injunctive, or other non-monetary relief.

The Plaintiff's are requesting the Court to declare the candidacy of three candidates invalid, re-open the application period for the position of Ypsilanti Township Clerk for a period of 7 business days following an order granting declaratory and injunctive relief and direct you from engaging in or administering any aspect of the re-opened application process for the position of Ypsilanti Township Clerk. The Plaintiff's are requesting non-monetary relief. As such, the MMLLPP will not pay for any judgment, settlement, fees, including attorney fees, cost or expenses associated with non-monetary relief.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
**MICHIGAN MUNICIPAL LEAGUE
LIABILITY & PROPERTY POOL**

Mark Ott
Senior Claim Representative
(616) 591-5923

The Coverage Document also contains the following pertinent Definition:

SECTION VI – DEFINITIONS

9. Damages

Damages means monetary judgment, exemplary or punitive damages, prejudgment interest thereon or settlement but does not include fines, costs or fees or attorney's fees that do not arise out of damages, civil penalties or **Damages** of which insurance is prohibited by law.

The Complaint is not seeking Damages as defined above and coverage is therefore not applicable.

You asked if we would look at the Position Fidelity Bond to see whether it would reimburse you for legal fees you incurred to defend the lawsuit. The Position Fidelity Bond would not apply in this matter. The Position Fidelity Bond applies if the Member sustains a loss of money or tangible property as a result of any fraudulent or dishonest act committed by you. It also does not apply because there has been no loss of money or tangible property here:

"In consideration of the premium paid and subject to the terms and conditions of this bond coverage, the Michigan Municipal League Liability and Property Pool (Pool) agrees to indemnify the Member for an occurrence of any loss of money or other tangible property belonging to the Member as a result of any fraudulent or dishonest act or acts committed by the person occupying the specific position, or as a result of that person's failure to faithfully perform the duties of the specified position, defined as malfeasance, willful neglect of duty, or bad faith in performance of those duties."

Furthermore, we would not defend you or reimburse you for any legal fees related to this matter:

"This bond coverage does not apply to:

to fees, costs or expenses incurred or paid by the Member in prosecuting or defending any legal proceedings whether or not such proceeding results or would result in a loss covered by this bond;"

As is often the case in ongoing litigation, the Plaintiff's may amend their Complaint to include allegations which may afford you coverage under the contract with MMLLPP. Therefore, if the Plaintiff's amend their allegations, please forward a copy of the Amended Complaint so that we may review it to make a coverage determination.

Please advise us of any information that you believe may affect our determination concerning coverage available under the MMLLPP contract. Nothing contained in this letter should be deemed a waiver of the terms and conditions of the MMLLPP contract. The MMLLPP expressly reserves the right to rely upon any term or condition of the contract or any ground which may be found to limit or preclude coverage.

STATE OF MICHIGAN
IN THE 22nd CIRCUIT COURT
FOR THE COUNTY OF WASHTENAW

BRENDA STUMBO,
Individually, and as Ypsilanti
Township Supervisor; and
LARRY DOE,
Individually, and as Ypsilanti
Township Treasurer;

Plaintiffs,

CASE NUMBER: 20-000443-CZ

HON. CAROL KUHNKE

v.

KAREN LOVEJOY ROE,
Individually, and as Ypsilanti
Township Clerk; and
HEATHER JARRELL ROE,
Individually, and as Ypsilanti
Township Trustee;

Defendants.

_____ /

ORDER

At a session of the Court held in the City of
Ann Arbor, County of Washtenaw, State of
Michigan, on June 16, 2020

PRESENT: Hon. Carol Kuhnke, Circuit Court Judge

This matter came before the Court on Plaintiffs' Verified Emergency Complaint for *Ex Parte* Declaratory and Injunctive Relief ("Plaintiffs' Verified Complaint"), which was filed on May 11, 2020. An initial hearing was held on May 20, 2020, after which the Court set an expedited and simultaneous briefing schedule. The Court also set the matter for continued hearing on Wednesday, May

27, 2020, at which the Court delivered its rulings from the bench. A written order was issued on May 29, 2020.

On June 1, 2020, Defendant Heather Roe filed an Emergency Claim of Appeal in the Michigan Court of Appeals. The Court of Appeals issued its decision on this appeal on June 5, 2020. The following day, June 6, 2020, Plaintiffs filed an Emergency Application For Leave To Appeal in the Michigan Supreme Court.

On June 11, 2020, the Court of Appeals issued an Order To Amend its June 5, 2020 majority decision to correct clerical errors. On June 12, 2020, the Michigan Supreme Court denied Plaintiffs' Application For Leave To Appeal.

This case having now been remanded to the Washtenaw County Circuit Court by the Court of Appeals for further proceedings, and the Circuit Court otherwise being fully advised in the premises,

It is ORDERED as follows:

- A. The Plaintiffs have standing to bring this action;
- B. That portion of this Court's May 29, 2020 Order pertaining to the Affidavit of Identity filed by Defendant Heather Jarrell Roe for the position of Ypsilanti Township Clerk is hereby vacated;
- C. Heather Jarrell Roe's candidacy for the position of Ypsilanti Township Clerk may be certified to the Washtenaw County Election Commission, for the August 4, 2020 Primary;
- D. The court dismisses the claims alleging that Defendant Karen Lovejoy Roe and Defendant Heather Jarrell Roe engaged in collusion, nepotism and abuse of office or otherwise acted in violation of Michigan election law as alleged in Plaintiffs' Verified Complaint;
- E. Defendant Heather Jarrell Roe's request for a stay of the court's order pending appeal and her Motion for Sanctions are denied;

- F. That portion of this Court's May 29, 2020 Order pertaining to the Affidavit of Identity filed by Monica Ross-Williams for the position of Ypsilanti Township Treasurer, not having been appealed, remains in full force and effect;
- G. That portion of this Court's May 29, 2020 Order pertaining to the Affidavit of Identity filed by William Sinkule for the position of Ypsilanti Township Parks Commissioner, not having been appealed, remains in full force and effect;
and
- H. This Order resolves all remaining claims in Case no. 20-443-CZ, and closes this case.

Dated: June 16, 2020



Circuit Court Judge

Approved as to form only:

/s/ Amy Kullenberg
Ellis B. Freatman, III (P34278)
Amy Kullenberg (P70156)
ROBERTS & FREATMAN
Attorneys for Plaintiffs

/s/ Mary Ellen Gurewitz
Mary Ellen Gurewitz (P25724)
Of Counsel
CUMMINGS & CUMMINGS
Attorneys for Defendant Karen
Lovejoy Roe

/s/ Andrew Nickelhoff
Andrew Nickelhoff (P37990)
NICKELHOFF & WIDICK, PLLC
Attorneys for Defendant Heather
Jarrell Roe

If this opinion indicates that it is "FOR PUBLICATION," it is subject to revision until final publication in the Michigan Appeals Reports.

STATE OF MICHIGAN
COURT OF APPEALS

BRENDA STUMBO and LARRY DOE,

Plaintiffs-Appellees,

v

KAREN LOVEJOY ROE,

Defendant,

and

HEATHER JARRELL ROE,

Defendant-Appellant.

FOR PUBLICATION

June 5, 2020

9:00 a.m.

No. 353695

Washtenaw Circuit Court

LC No. 20-000443-CZ

Before: BECKERING, P.J., and MARKEY and BOONSTRA, JJ.

BOONSTRA, J.

Our Supreme Court instructs that a candidate for elected office must strictly comply with the pre-election form and content requirements identified in the Michigan Election Law, MCL 168.1 *et seq.*, in the absence of any statutory language expressly indicating that substantial compliance with the statute's requirements suffices. *Stand Up For Democracy v Secretary of State*, 492 Mich 588, 594, 600-608, 619; 822 NW2d 159 (2012) (opinion by Mary Beth Kelly, J.); *id.* at 620 (opinion by Young, C.J.); *id.* at 637, 640-641 (opinion by Markman, J.). The failure to supply a facially proper AOI, i.e., an affidavit that conforms to the requirements of the Election Law, is a ground to disqualify a candidate from inclusion on the ballot. *Berry v Garret*, 316 Mich App 37, 43-45; 890 NW2d 37 (2016). Relying on *Stand Up For Democracy* and *Berry*, the Washtenaw Circuit Court ordered defendant Heather Jarrell Roe disqualified from placement on the August 4, 2020 primary election ballot for the office of Ypsilanti Township Clerk. The trial court predicated its disqualification of Roe's candidacy on the finding that the Affidavit of Identity ["AOI"] filed by Roe was "facially defective" because Roe had failed to strictly comply with the

attestation instructions issued by the Secretary of State under MCL 168.31. We granted leave¹ to address whether a fatal defect exists in an AOI required by MCL 168.558 where the candidate's signature date differs from the notarization date.² We conclude that a fatal defect does not exist under such circumstances. Rather, we hold that as long as the AOI has been signed by the candidate and notarized in a manner allowed under MCL 168.31, the AOI strictly complies with the attestation requirements implicit in MCL 168.558 and the clerk has a legal duty to certify the affiant to the board of election commissioners for placement on the ballot. Accordingly, we reverse the trial court.

I

Roe currently serves as a Ypsilanti Township Trustee. On March 2, 2020, Roe filed the necessary paperwork to be placed on the August 4th primary ballot as the incumbent candidate for the office of Ypsilanti Township Trustee. On April 21, 2020, however, Roe withdrew her candidacy for that elected office. She immediately thereafter filed paperwork to run for the office of Ypsilanti Township Clerk.

Under MCL 168.558(1), a candidate filing a nominating petition or a filing fee in lieu of nominating petition must also file an AOI, containing the candidate's name and address, among other information useful to establishing the candidate's identity. The Secretary of State provides

¹ Defendant Heather Roe initiated this appeal by filing a claim of appeal. This Court has jurisdiction of an appeal of right filed by an aggrieved party from “[a] final judgment or order of the circuit court” as defined in MCR 7.202(6), MCR 7.202(A)(1), or from “[a] judgment or order of a court or tribunal from which appeal of right to the Court of Appeals has been established by law or court rule,” MCR 7.203(A)(2). MCR 7.202(6)(a)(i) defines a final order in a civil case as “the first judgment or order that disposes of all the claims and adjudicates the rights and liabilities of all the parties.” The May 29, 2020 order struck Roe’s name from the primary election ballot. It did not resolve any of the other requests for relief set forth in the complaint, however. Because the order did not dispose of all the claims and adjudicate the rights and liabilities of the parties, it is not a final order under MCR 7.202(6)(a)(i). The fact that the May 29, 2020 order contains language indicating that it “is entered pursuant to MCR 2.602 and closes this case” is not controlling of this Court’s jurisdiction. *Faircloth v Family Independence Agency*, 232 Mich App 391, 400; 591 NW2d 314 (1998). In lieu of dismissing the claim of appeal, we treat the claim of appeal as an application for leave to appeal and grant the application.

² The question we address in this opinion is one of law. We have not looked to extrinsic evidence to explain away the obvious facial deficiency in Roe’s AOI, as asserted by the dissent. Rather, we looked to the plain and unambiguous language of MCL 168.558 and found no express or implicit requirement that the candidate affiant must date the AOI before a notary. We do not believe, as the dissent does, that Roe may be held to strict compliance with a dating requirement imposed by the Secretary of State that requires more of the candidate than MCL 168.558 requires. Consequently, whether Roe predated the affidavit or simply misdated the affidavit is wholly irrelevant to a determination whether the affidavit facially complies with the notarization requirement implicitly imposed by MCL 168.558(1).

a form AOI for use by candidates. This form AOI includes a space designated for the candidate's signature. To the immediate right of the signature space is a space designated for the candidate to record the date he or she signed the AOI. The form AOI also provides space for a notary to attest to the identity of the affiant signing the AOI. The AOI filed with the township clerk by Roe bears Roe's signature and a signature date of "04/20/2020." Her AOI was notarized by Brent W. Royal on "the 21st day of April, 2020."³

The township clerk accepted Roe's AOI for filing and qualified Roe as a candidate for the office of Ypsilanti Township Clerk.

Plaintiffs Brenda Stumbo, a Ypsilanti Township Supervisor, and Larry Doe, the Ypsilanti Township Treasurer, then commenced the underlying proceedings in the Washtenaw Circuit Court, seeking, in part, a declaration that Roe was disqualified from placement on the August 4, 2020 primary election ballot because Roe had filed a facially-improper AOI where her signature date differed from the notarization date. Plaintiffs also sought an order striking Roe's name from the primary ballot. The trial court granted this requested relief.

II

This appeal involves the application and construction of § 558 of the Michigan Election Law, MCL 168.558. We review de novo issues concerning the application and construction of a statute. *Berry v Garret*, 316 Mich App 37, 41; 890 NW2d 37 (2016).

This Court's primary task in interpreting and applying a statute is to discern and give effect to the intent of the Legislature. *Sun Valley Foods Co v Ward*, 460 Mich 230, 236; 596 NW2d 119 (1999). The words of the statute are the most reliable evidence of the Legislature's intent and this Court must give each word its plain and ordinary meaning. *Krohn v Home-Owners Ins Co*, 490 Mich 145, 156; 802 NW2d 281 (2011). "In interpreting the statute at issue, [this Court] . . . consider[s] both the plain meaning of the critical words or phrase as well as 'its placement and purpose in the statutory scheme.'" *Sun Valley Foods Co*, 460 Mich at 237, quoting *Bailey v United States*, 516 US 137, 145; 166 S Ct 501; 133 L Ed 2d 472 (1995). When a statute's language is unambiguous, the Legislature must have intended the meaning clearly expressed, and the statute

³ On April 8, 2020, Michigan Governor Gretchen Whitmer issued Executive Order 2020-41 in response to the COVID-19 pandemic. The order suspended strict compliance with the rules and procedures under the Michigan Law on Notarial Acts, 2003 PA 238, MCL 55.261 *et seq.*, to the extent that the act requires a notary to be in the physical presence of an individual seeking the notary's services. Executive Order 2020-41, ¶ 3. This Executive Order authorized the use of "two-way real-time audiovisual technology" that allows for "direct interaction between the individual seeking the notary's services . . . and the notary, wherein each can communicate simultaneously by sight and sound through an electronic device or process at the time of the notarization." Executive Order 2020-41, ¶ 5(a). This order was in effect at the time that Royal notarized Roe's AOI. Roe represents that the notarization was accomplished through the use of two-way audiovisual technology in compliance with the Executive Order. We make no findings regarding the accuracy of Roe's representation.

must be enforced as written. *Ronnisch Construction Group v Lofts on the Nine, LLC*, 499 Mich 544, 552; 886 NW2d 113 (2016).

Subsection 558(1) requires that a person “filing a nominating petition, qualifying petition, filing fee, or affidavit of candidacy for a . . . township . . . office in any election . . . shall file with the officer with whom the petitions, fee, or affidavit is filed 2 copies of an affidavit of identity.” MCL 168.558(1). Subsection 558(2) sets forth the required contents of an AOI as follows:

An affidavit of identity must contain the candidate’s name and residential address; a statement that the candidate is a citizen of the United States; the title of the office sought; a statement that the candidate meets the constitutional and statutory qualifications for the office sought; other information that may be required to satisfy the officer as to the identity of the candidate; and the manner in which the candidate wishes to have his or her name appear on the ballot. If a candidate is using a name that is not a name that he or she was given at birth, the candidate shall include on the affidavit of identity the candidate’s full former name. [MCL 168.558(2).]

Subsection 558(4) also addresses the required contents of an AOI, and in its entirety reads:

An affidavit of identity must include a statement that as of the date of the affidavit, all statements, reports, late filing fees, and fines required of the candidate or any candidate committee organized to support the candidate’s election under the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282, have been filed or paid; and a statement that the candidate acknowledges that making a false statement in the affidavit is perjury, punishable by a fine up to \$1,000.00 or imprisonment for up to 5 years, or both. If a candidate filed the affidavit of identity with an officer other than the county clerk or secretary of state, the officer shall immediately forward to the county clerk 1 copy of the affidavit of identity by first-class mail. The county clerk shall immediately forward 1 copy of the affidavit of identity for state and federal candidates to the secretary of state by first-class mail. An officer shall not certify to the board of election commissioners the name of a candidate who fails to comply with this section, or the name of a candidate who executes an affidavit of identity that contains a false statement with regard to any information or statement required under this section. [MCL 168.558(4).]

The parties do not dispute that Roe’s AOI contains a facially-obvious defect. The date that accompanies her signature differs from the date of the notarization. Rather, the parties dispute the import of this defect. The question becomes, then, whether Roe’s AOI constitutes a facially-proper affidavit for purposes of MCL 168.558 despite the discrepancy between the dates found in the attestation section of the AOI. We conclude the AOI at issue is strictly compliant with the requirements of MCL 168.558.

The plain language of § 558 dictated that candidate Roe reveal a variety of personal identifying information, including her name and address, among other information. MCL 168.558(2). The plain language of MCL 168.558(2) also required Roe to include in her AOI

a statement that she is a citizen of the United States, and a statement that she meets the constitutional and statutory qualifications for the office sought, which also must be identified in the AOI. The plain language of MCL 168.558(4) required Roe to include in the AOI a statement that “as of the date of the affidavit, all statements, reports, late filing fees, and fines required of the candidate or any candidate committee organized to support the candidate’s election . . . have been filed or paid.” Finally, the plain language of MCL 168.558(4) required Roe to include in the AOI a statement that “the candidate acknowledges that making a false statement in the affidavit is perjury, punishable by a fine up to \$1,000.00 or imprisonment for up to 5 years, or both.” Roe provided all of the requested and required identification information and statements in her completed AOI. In this regard, her AOI strictly complies with the requirements of MCL 168.558(2) and (4).

Oddly, MCL 168.558 contains no express requirement that the affidavit be signed by the candidate or that the identity of the signatory be attested to by a notary. Nevertheless, MCL 168.558(1) does require a candidate for office to file an “affidavit” of identity. An affidavit does not become an affidavit until two essential events occur—the affidavit must be signed by the affiant in the presence of a notary, who then attests to the identity of the affiant. MCL 55.285; *People v Sloan*, 450 Mich 160, 177 n 8; 538 NW2d 380 (1995), overruled on other grounds, *People v Wager*, 460 Mich 118, 123; 594 NW2d 487 (1999); *Rataj v City of Romulus*, 306 Mich App 735, 755 n 8; 858 NW2d 116 (2014); *Holmes v Michigan Capital Medical Center*, 242 Mich App 692, 711; 620 NW2d 319 (2001). Thus, the signature and notarization requirements are implicit in MCL 168.558.

There is no question that Roe signed her AOI. There is also no question that the notarization on the AOI is facially compliant with MCL 55.285(1)(b), (4), (6)(c), which authorizes a notary to witness and attest to a signature made in the presence of the notary. A review of the AOI shows that notary Brent W. Royal attests in that notarization that Roe signed her AOI before him on April 21, 2020. Thus, we conclude that Roe strictly complied with the attestation requirement implicit in MCL 168.558.⁴ The trial court erred in reaching a contrary conclusion.

The trial court concluded that Roe’s AOI was fatally defective because Roe’s signature date did not match the notarization date. MCL 168.558 neither expressly nor implicitly imposes a requirement that the candidate must date the affidavit. Rather, the signature date requirement was added by the Secretary of State, to whom the Legislature has delegated the authority to issue instructions for the conduct of elections and “[p]rescribe and require uniform forms . . . the secretary of state considers advisable for use in the conduct of elections and registrations.” MCL 168.31(1)(a), (e); *Coalition to Defend Affirmative Action & Integration v Board of State Canvassers*, 262 Mich App 395, 405; 686 NW2d 287 (2004), lv den 471 Mich 939 (2004).

⁴ Although a signature date that pre-dates the notarization date might call into question the accuracy of veracity of the representations of the affiant is making as of “the date of the affidavit,” the accuracy of Roe’s representations in her AOI is not before this Court.

The instructions that accompany the form AOI prescribed by the Secretary of State provide in pertinent part:

5. statements and attestation

Fill in the circle to indicate you meet the statutory and constitutional requirements for the office sought and are a citizen. **Read, sign, and date the attestation. The affidavit is not complete until it has been signed and notarized.** [Emphasis added.]

These instructions do not have the force of law. Moreover, by the plain language of the instructions, the entry of a date by the affiant candidate is not an express impediment to rendering the writing a proper and valid affidavit, as while they instruct the person to “read, sign, and date” the attestation, they also provide that the affidavit is not complete until it has been “signed and notarized,” with no mention of the affiant candidate’s entry of a date. And, MCL 55.285 does not require a notary to attest to the accuracy of the date affixed to the writing by the affiant. Although the Secretary of State may advise a candidate to date the AOI at the time of signing, we cannot conclude that the Secretary of State may create an impediment to the ballot by imposing a date requirement not sanctioned by the Legislature or necessary to the establishment of a proper and valid affidavit.⁵

Holding Roe to strict compliance with the requirements of MCL 168.558, as we must, we conclude, for the reasons set forth above, that Roe filed a facially-compliant AOI for purposes of MCL 168.558. Accordingly, the contrary decision of the trial court is reversed, the May 29, 2020 order of the trial court is vacated, and this matter is remanded to the trial court for entry of an order directing that Roe’s candidacy be certified to the board of election commissioners. We do not retain jurisdiction.

/s/ Mark T. Boonstra

/s/ Jane M. Beckering

⁵ We reiterate that an AOI must be properly notarized, and that notarization requires that the notary witness the signature on the date of the notarization. MCL 55.285. Nothing in our opinion diminishes the requirement that a notary must actually witness the affiant candidate’s signature. Nor does our opinion preclude a properly advanced challenge to the validity of the notarization. MCL 168.558 provides a clerk with only the authority to certify candidates who complied with the statute. MCL 168.558(4). And, in the present matter, there is no facial defect in Roe’s AOI that renders the AOI nonconforming to the requirements of MCL 168.558.

If this opinion indicates that it is "FOR PUBLICATION," it is subject to revision until final publication in the Michigan Appeals Reports.

STATE OF MICHIGAN
COURT OF APPEALS

BRENDA STUMBO and LARRY DOE,

Plaintiffs-Appellees,

v

KAREN LOVEJOY ROE,

Defendant,

and

HEATHER JARRELL ROE,

Defendant-Appellant.

FOR PUBLICATION
June 5, 2020

No. 353695
Washtenaw Circuit Court
LC No. 20-000443-CZ

Before: BECKERING, P.J., and MARKEY and BOONSTRA, JJ.

MARKEY, J. (*dissenting*).

Because the affidavit of identity executed by defendant Heather Jarrell Roe (Roe) was facially defective and not in actual compliance with the election law, I conclude that the trial court did not err by precluding inclusion of Roe's name on the ballot for the position of Ypsilanti Township Clerk. Ignoring the facial defect in favor of extrinsic evidence that attempts to explain away the defect opens an election-law Pandora's box, creating a danger of abuse and inviting fraud. Accordingly, I respectfully dissent.

We review de novo questions of statutory interpretation. *Bazzi v Sentinel Ins Co*, 502 Mich 390, 398; 919 NW2d 20 (2018). In *Wayne Co v AFSCME Local 3317*, 325 Mich App 614, 633-634; 928 NW2d 709 (2018), this Court recited the well-established rules of statutory interpretation:

The primary task in construing a statute is to discern and give effect to the Legislature's intent, and in doing so, we start with an examination of the language of the statute, which constitutes the most reliable evidence of legislative intent. When the language of a statutory provision is unambiguous, we must conclude that the Legislature intended the meaning that was clearly

expressed, requiring enforcement of the statute as written, without any additional judicial construction. Only when an ambiguity in a statute exists may a court go beyond the statute’s words to ascertain legislative intent. We must give effect to every word, phrase, and clause in a statute, avoiding a construction that would render any part of the statute nugatory or surplusage. [Citations omitted.]

Actual compliance with election laws is required—substantial compliance does not suffice. *Stand Up For Democracy v Secretary of State*, 492 Mich 588, 619; 822 NW2d 159 (2012). Under MCL 168.558, Roe was mandated to file an “affidavit of identity” if she wished to be on the ballot for township clerk. And an “affidavit of identity” that is defective on its face constitutes a ground to disqualify a candidate from inclusion on the ballot. *Berry v Garrett*, 316 Mich App 37, 44-45; 890 NW2d 882 (2016). The statute, MCL 168.558, requires the document to be in the form of an “affidavit.” For a document to generally qualify as an “affidavit,” it must, in part, be confirmed by the oath or affirmation of the party making it and be taken before a person having authority to administer such oath or affirmation. *Detroit Leasing Co v Detroit*, 269 Mich App 233, 236; 713 NW2d 269 (2005).¹ “In all matters where the notary public takes a verification upon oath or affirmation, or witnesses or attests to a signature, the notary public *shall require that the individual sign the record being verified, witnessed, or attested in the presence of the notary public.*” MCL 55.285(5) (emphasis added). Even without the attestation requirements promulgated by the Secretary of State and reflected in the standard form, inherent in the production of any “affidavit” is the necessity that it be signed and dated by the affiant and the notary, and the Legislature itself demanded the filing of a document in the form of an “affidavit” under the plain and unambiguous language in MCL 168.558.

In this case, the notary public attested that the affidavit of identity was “subscribed and sworn” to him on April 21, 2020. Yet Roe indicated in the affidavit of identity that she executed the document on April 20, 2020. On examination of the face of the affidavit of identity, one would conclude that Roe signed the affidavit the day before it was signed by the notary public in contravention of the presence-requirement of MCL 55.285(5).² Minimally, the dates of affiant Roe’s signature and the notary’s attestation needed to match in order to make the affidavit of identity valid on its face. The dates were not the same; therefore, the affidavit of identity was defective on its face and was not in the form of a valid affidavit as required by MCL 168.558. In other words, there was no actual compliance with MCL 168.558.

Roe stated in a “declaration” that she signed the affidavit of identity on April 21, 2020, in a drive-through-lane at a bank, where she and the notary public “could see and speak with each other through the window and on a television monitor.” Roe claimed that she mistakenly wrote down the wrong date. I first highly question whether such circumstances established that Roe executed the affidavit of identity “in the *presence* of the notary public.” See MCL 55.285(5) (emphasis added). Regardless, I believe that we improperly start down a dangerous slippery slope

¹ The Michigan Election Law, MCL 168.1 *et seq.*, does not define the term “affidavit.”

² Even assuming that it is proper to consider extrinsic evidence, the email by the notary public did not expressly indicate that Roe signed the affidavit of identity in his presence.

when we look outside the four corners of an affidavit of identity that is defective on its face and consider extrinsic evidence to effectively correct the defect and resurrect the affidavit.

In sum, the affidavit of identity was defective on its face. Thus, the trial court did not err in ruling in favor of plaintiffs. In my view, the case is that simple. Accordingly, I respectfully dissent.³ In view of the impact of this decision on Michigan election law during this election season, I would urge the Legislature or the Michigan Supreme Court to quickly address and provide clarity on the important issues raised in this appeal.

/s/ Jane E. Markey

³ I do note that I also have some procedural concerns about this case relative to jurisdiction, ripeness, and standing.

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #13**

October 20, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND	Total Increase	<u><u>\$22,000.00</u></u>
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Request to increase the budget for professional service for design, bidding, and construction services for improvements to the IT Network Room and the Civic Center/14B Campus Security Screening. This will be funded by an Appropriation from Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance		\$22,000.00
		Net Revenues	<u><u>\$22,000.00</u></u>
Expenditures:	CAP OUT - CIVIC CTR/14B COURT CAMPUS		\$22,000.00
		Net Expenditures	<u><u>\$22,000.00</u></u>

206 - FIRE FUND	Total Increase	<u><u>\$2,543.00</u></u>
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Request to increase budget for PTO payout request of 125 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	206-000-000-699.000	\$2,543.00
		Net Revenues	<u><u>\$2,543.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	206-206-000-708.004	\$2,362.00
	FICA	206-206-000-715.000	\$181.00
		Net Expenditures	<u><u>\$2,543.00</u></u>

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)	Total Increase	<u><u>\$6,800.00</u></u>
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Request to increase the budget for OHM's engineering service to design and bid an additional connection for the Huron Street Pathway located on the east side of Huron Drive from James L Hart (Eagle Crest Entrance) to North Bay Park . This will be funded by an Appropriation from Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$6,800.00
		Net Revenues	<u><u>\$6,800.00</u></u>
Expenditures:	Capital-Pathway Huron #1	212-970-000-997.250	\$6,800.00
		Net Expenditures	<u><u>\$6,800.00</u></u>

Motion to Amend the 2020 Budget (#13)

Move to increase the General Fund budget by \$22,000 to \$10,390,807 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$2,543 to \$6,581,125 and approve the department line item changes as outlined.

Move to increase the BSR II Fund budget by \$6,800 to \$2,415,717 and approve the department line item changes as outlined.

BOARD MEMBER UPDATES
