

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING**

Supervisor Brenda Stumbo called the meeting to order at approximately 6:00pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

Members Present: Supervisor Brenda Stumbo, Clerk Heather Jarrell Roe, and Treasurer Stan Eldridge
Trustees: Ryan Hunter, John Newman II, Gloria Peterson, and Debbie Swanson

Members Absent: None

Legal Counsel: Wm. Douglas Winters

CONSENT AGENDA

A. MINUTES OF THE DECEMBER 19, 2023 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR JANUARY 2, 2024 IN THE AMOUNT OF \$645,026.088**
- 2. STATEMENTS AND CHECKS FOR JANUARY 16, 2024 IN THE AMOUNT OF \$1,390,545.58**

C. TREASURER'S REPORT NOVEMBER 2023

Clerk Jarrell Roe reviewed the edits she had received for the minutes **from Supervisor Stumbo**.

Trustee Swanson detailed her edits to the meeting minutes.

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve the consent agenda with the corrections to the minutes.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
PAGE 2**

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

There was no attorney report given.

NEW BUSINESS

**RESOLUTION 2023-25 ADOPTION OF THE 2024-2028 YPSILANTI CHARTER
TOWNSHIP PARKS AND RECREATION MASTER PLAN**

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve Resolution 2023-25, adoption of the 2024-2028 Ypsilanti Charter Township Parks and Recreation Master Plan (see attached).

John Hines, Municipal Services Director, stated that feedback from board members at the last board meeting and written feedback from Supervisor Stumbo was applied to the Parks and Recreation Master Plan where applicable. He reviewed the changes made to the plan.

Trustee Swanson stated the plan is a beautiful report but stated her concern is since the master plan has moved to a new format it is not outlining specific plans over the next five years and that it would be important to review this philosophy in five years to see if it has worked.

The motion carried unanimously.

**REQUEST TO APPROVE THE MASTER AGREEMENT WITH ALDI WHICH INCLUDES
THE DEVELOPMENT AGREEMENT, EASEMENTS, COVENANTS AND RESTRICTIONS
(ECR) AND THE EASEMENT AGREEMENT**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
PAGE 3**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the Master Agreement with Aldi, which includes the Development Agreement, Easements, Covenants and Restrictions (ECR), and the Easement Agreement (see attached).

Jason Iacoangeli, Planning Director, stated this master agreement with Aldi is made up of three different agreements. He stated typically the township used one comprehensive development agreement, but this situation is different in that Aldi is purchasing land from the township. Mr. Iacoangeli reviewed the information in the three agreements.

Attorney Winters stated this had been a culmination of work over the last two decades. He added that now there are other developers who are now looking at this area and that he thinks this will jumpstart development of the corridor.

Supervisor Stumbo stated she has been asked why the Aldi isn't being located at Liberty Square or another location and the reason is the township does not determine where they will be located. Supervisor Stumbo stated she thinks this development will bring more businesses in the future and that she is very happy with the investments Aldi is making in infrastructure.

Supervisor Stumbo stated that Mr. Iacoangeli will be leaving the township after three years as planning director **to work in the private sector** and thanked him for his service to the township.

The motion carried unanimously.

RESOLUTION 2024-01, OWNERS DAM SAFETY

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve Resolution 2024-01, Owners Dam Safety (see attached).

Mike Saranen, Hydro Dam, stated this plan is the foundation of the safety program for the dam.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
PAGE 4**

The motion carried unanimously.

**REQUEST TO APPROVE THE WASHTENAW AREA MUTUAL AID COUNCIL (WAMAC)
INTERLOCAL AGREEMENT**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the Washtenaw Area Mutual Aid Council (WAMAC) Interlocal Agreement (see attached).

Steven Densmore, Fire Chief, stated this agreement was developed many years ago with local communities responding to different emergencies to offer aid.

The motion carried unanimously.

REQUEST TO INCREASE WAGES FOR ELECTION WORKERS

Clerk Jarrell Roe stated the last time wages were increased for chair people was six years ago and the last increase for inspectors was nine years ago. She added she had done a survey of local municipalities **that is located in the packet** and was proposing this rate increase to be in line with them and the county. She added she would also like to provide a \$20 food stipend to each election worker.

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the request to increase wages for election workers.

Supervisor Stumbo asked if this new amount was budgeted and Clerk Jarrell Roe responded she thought it was included but would have to look back.

Trustee Hunter asked if the wage increase would be for all elections. Clerk Jarrell Roe confirmed it would be for all elections.

Discussion continued on the food stipend, how that would work and the possibility of ordering food for the election workers. Clerk Roe stated she could look into the different options and bring the food stipend back to the board.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
PAGE 5**

Treasurer Eldridge agreed to the friendly amendment to bring the food stipend back at a later date.

The motion carried unanimously.

REQUEST AUTHORIZATION FOR CIRCUIT COURT LITIGATION TO ABATE A PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1319 DAVIS ST. BUDGETED IN LINE ITEM #101-729-801-023

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to authorize circuit court litigation to abate a public nuisance for property located at 1319 Davis St. budgeted in line item #101-729-801-023.

Belinda Kingsley, Community Compliance Director, reviewed the history of the issues with the property.

The motion carried unanimously.

BUDGET AMENDMENT #1

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve Budget Amendment #1 (see attached).

Supervisor Stumbo reviewed the budget amendment.

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

REQUEST TO AWARD THE PROFESSIONAL SERVICES CONTRACT FOR POLICE SERVICES COST ANALYSIS AND FEASIBILITY STUDY TO THE CPSM/ICMA GROUP IN A NOT TO EXCEED AMOUNT OF \$90,789.00 BUDGETED IN LINE ITEM #266-301-818-000

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
PAGE 6

Beth Ernat, Ernat Consulting, stated the police services committee and herself had reviewed the proposals and decided to interview two companies. She added that the Center for Public Safety Management (CPSM) was the final company chosen after the interviews. Ms. Ernat detailed their proposal for the board.

Treasurer Eldridge stated this proposal is because of the township's inability to get police cost numbers from the sheriff's office. He stated the township has tried for the last eighteen months to get these numbers and this has stemmed in part because of dramatic increases in cost from the sheriff's office. He added this proposal would show a cost analysis for what the township is paying now for police services and if the costs are appropriate.

Treasurer Eldridge stated there is a lot of misinformation in the community and that this process is not a start to setting up a township police department but to analyze the costs we are paying now for police services.

Trustee Hunter gave his thanks to Ms. Ernat, Treasurer Eldridge, Trustee Newman and Attorney Winters for their work on this project. He stated this whole venture has been about clarity and he feels good headway has been made toward that and making sure we are getting the best value for our tax dollars.

Trustee Newman stated he agreed with Treasurer Eldridge and Trustee Hunter and added this process began when the sheriff came to the township saying that costs per police unit were going to be rising each year for the next three or four years. He stated the information the township has requested from the sheriff's office has been vague and did not include information we had asked for.

Supervisor Stumbo stated ~~that there are a lot of things being said about thought that a county department will not open their books. She added it would not open their books~~ seems illegal, but she is not saying that it is. She added that her understanding from County Administrator Greg Dill is that before he was administrator the sheriff had entered into an agreement with the County Board of Commissioners that they would not oversee or have access to the funding for the sheriff's department. She added that the township pays for thirty-five police service units, but we have not been at that number since 2018.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
PAGE 7**

Supervisor Stumbo stated that she hoped this study would not only help Ypsilanti Township, but other municipalities that contract with the sheriff.

A motion was made by Treasurer Eldridge and supported by Trustee Hunter to award the professional services cost analysis and feasibility study to the CPSM/ICMA Group in a not to exceed amount of \$90,789.00 budgeted in line item #266-301-818-000.

The motion carried unanimously.

OTHER BUSINESS

There was no other business.

PUBLIC COMMENTS

There was one public comment.

BOARD MEMBER UPDATES

Clerk Jarrell Roe stated that the Clerk's office is very busy with the upcoming February 27th Presidential Primary. She added that early voting will be available at the **civic** center and the community center beginning February 17th until February 25th.

Trustee Swanson stated she had attended the West Willow Neighborhood Watch meeting the night before and that it would be helpful if the township could give an update to the group on the progress of repairs at the Community Resource Center so they can properly schedule meetings.

Supervisor Stumbo stated that recycling magnets and the recreation brochure had been mailed to residents. She added a job offer had been made to a person for the HR Assistant position. Supervisor Stumbo also said that the township is currently in contract negotiations with the fire department and that is going well. She stated

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 16, 2024 REGULAR BOARD MEETING
PAGE 8**

there had been a discussion with the fire chief about the lack of services the township has received from ~~HVA~~ **Huron Valley Ambulance** and that they hope to meet with our county representatives to see what can be done to improve the services.

Trustee Peterson stated she had attended the Martin Luther King, Jr. celebration with **Supervisor Stumbo, Treasurer Eldridge and Trustees Hunter and Newman**. She added that she had also attended the Thurston/Holmes/Lay Gardens Neighborhood Watch meeting with Supervisor Stumbo.

Trustee Hunter stated he had received some questions about the lighting at the community center. John Hines, Municipal Services Director answered that he would contact AF Smith to come and check the lights.

A motion to adjourn was made by Treasurer Eldridge and supported by Clerk Jarrell Roe.

Motion carried unanimously.

The meeting was adjourned at approximately 8:12 PM.

Respectfully Submitted,



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



**Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti**

Charter Township of Ypsilanti

RESOLUTION NO. 2023-25

ADOPTION OF THE 2024-2028 YPSILANTI CHARTER TOWNSHIP PARKS AND RECREATION MASTER PLAN

At a Regular Meeting of the Ypsilanti Charter Township Board of Trustees ,
Washtenaw County, Michigan held at the Tilden R. Stumbo Civic Center, 7200
S. Huron River Dr., Ypsilanti, MI, on the 19th day of December, 2023 at 7:00pm

WHEREAS, Ypsilanti Charter Township has undertaken a planning
process to determine the recreation and natural resource conservation needs
and desires of its residents during a five year period covering the years 2024
through 2028, and

WHEREAS, Ypsilanti Charter Township began the process of
developing a community recreation plan in accordance with the most recent
guidelines developed by the Department of Natural Resources and made
available to local communities, and

WHEREAS, residents of Ypsilanti Township were provided a with
a well-advertised opportunity during the development of the draft plan
to express opinions, ask questions, and discuss all aspects of the
recreation and natural resource conservation plan, and

WHEREAS, the public was given a well-advertised opportunity and
reasonable accommodations to review the final draft plan for a period of at least
30 days, and

WHEREAS, a public hearing was held on December 19, 2023 at the Tilden R.
Stumbo Civic Center to provide an opportunity for all residents of the planning area
to express opinions, ask questions, and discuss all aspects of the Ypsilanti Charter
Township Parks & Recreation Master Plan, and

WHEREAS, Ypsilanti Charter Township has developed the plan as a
guideline for improving recreation and enhancing natural resource conversation

for the Township, and

WHEREAS, after the public hearing, the Board of Trustees voted to adopt said 2024-2028 Ypsilanti Charter Township Parks & Recreation Master Plan

NOW, THEREFORE BE IT RESOLVED Ypsilanti Charter Township hereby adopts the 2024-2028 Ypsilanti Charter Township Parks and Recreation Master Plan.

I, Heather Jarrell 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. 2023-25 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 16, 2024.



Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into as of the ___ day of _____ 2024 (the “**Effective Date**”), by and between **Aldi Inc (Michigan)**, an Michigan limited liability company, whose address is 2625 North Stockbridge Road, Webberville, Michigan 48892, Attn: Director of Real Estate (“**Developer**”) and the Charter Township of Ypsilanti, a Michigan Municipal Corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the “**Township**”). Developer and the Township are collectively referred to herein as the “**Parties**” and sometimes individually as a “**Party**”.

RECITALS

A. **WHEREAS**, Developer desires to develop certain real property consisting of approximately 2.53 acres (Tax ID # K-11-38-280-017) located on the north side of Brinker Way, west of South Huron Street in Ypsilanti Charter Township, Michigan, which real property is described on **Exhibit A** attached hereto and made a part hereof (the “**Property**”);

B. **WHEREAS**, Developer desires to develop the Property pursuant to Article V of the Township’s Zoning Ordinance Form Based Districts, Town Center Zoning;

C. **WHEREAS**, Developer desires to build all necessary infrastructure at the Property such as but not limited to water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs & gutters, without the necessity of special assessments by the Township;

D. **WHEREAS**, Developer desires to alter the grade of the Property and install soil erosion and sedimentation control improvements as set forth on the Approved Plans (defined below) and to provide drainage for storm water from the Property so that the Developer Stormwater Facilities (defined below) complies with the approved Washtenaw County Water Resources Commission permit, and as set forth under the Soil Erosion Control Ordinance #102;

E. **WHEREAS**, on April 25, 2023, the Township’s Planning Commission held a public hearing and reviewed Developer’s application for a Special Use to permit a retail building over 10,000 square feet was reviewed. The Planning Commission’s recommended approval of the Special Use subject to conditions;

F. **WHEREAS**, on April 25, 2023, the Township’s Planning Commission reviewed and approved Developer’s Preliminary Site Plan. The Planning Commission recommended approval of the Preliminary Site Plan subject to conditions;

G. **WHEREAS**, on May 3, 2023, the Township’s Zoning Board of Appeals approved the variances required by the Township’s Planning Commission to permit the location of the building on the Property per the Final Site Plan (defined below);

H. **WHEREAS**, a condition of the Planning Commissions approval was that a Development Agreement be entered into between the Developer and the Township that sets forth the conditions of Developer’s proposed development of the Property, which includes but is not

limited to water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs & gutters, lighting, landscaping and the maintenance thereof.

NOW, THEREFORE, in consideration of the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms which are incorporated by reference as part of the final approval of the Developer's Commercial Site Plan, the Parties agree as follows:

ARTICLE 1. GENERAL TERMS

1.1 Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective Parties, their successors, heirs and assigns.

1.2 The Site Plan for the Property, which is referenced on **Exhibit B**, attached hereto and incorporated herein by reference (the "**Final Site Plan**"), has been approved in accordance with the authority granted to and vested in the Township pursuant to Act. No. 110, Public Acts of 2006, and Act No. 33, Public Acts of 2008, as amended, relating to municipal planning and in accordance with Ordinance No 2022-498, the Zoning Ordinance of Ypsilanti Township, enacted 2022, as amended.

ARTICLE 2. PROVISIONS REGARDING DEVELOPMENT OF THE COMMERCIAL SITE

2.1 The Township acknowledges and agrees that, as of the Effective Date, the Developer has delivered to the Township, and the Township has approved, of all plans and specifications for the construction and/or installation of, as applicable, on-site paving, sidewalks, water mains, sanitary sewers, storm sewers, detention systems and mass grading (including, without limitation, appropriate calculations for the runoff and detention) (the "**Approved Plans**").

2.2 In the event Developer shall at any time fail (following the completion of development of the Property substantially in accordance with the Approved Plans) to maintain or preserve the stormwater drainage facilities located within the Property (collectively, the "**Developer Stormwater Facilities**") in accordance with this Agreement, the Township may serve written notice upon the Developer setting forth in reasonable detail such failure. If the failure(s) set forth in such notice are not cured within 30 days after Developer's receipt of such written notice (or such greater period of time reasonably necessary to cure such failure if such failure is not reasonably able to be cured within such 30-day period, provided Developer has undertaken procedures to cure such failure within such 30-day period and diligently pursues such cure to completion) or any extension thereof, the Township in order to prevent the Developer Stormwater Facilities from becoming a nuisance, may enter upon the Property and perform the required maintenance and/or preservation to cure any such failure of Developer to maintain or preserve the Developer Stormwater Facilities as required by this Agreement. The Township's actual, reasonable, third-party cost to perform any such maintenance and/or preservation, together with a 5 percent surcharge for administrative costs shall constitute a lien

on said Property and placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

2.3 The Parties acknowledge that the Final Site Plan identifies the width and size of the Property, the approved setbacks therein, and the proposed location of the building area within the Property. No exterior wall of a principal building shall be erected or placed materially outside of the approved confines of the building area as set forth on the Final Site Plan without the prior written approval of the Township, which such approval shall not be unreasonably withheld, conditioned, or delayed. The Parties acknowledge and agree that the approved building areas set forth on the Final Site Plan were selected inter alia to accomplish the preservation of the Property's natural resources and topographic features, including, but not limited to, existing trees. In the event of a conflict between this Agreement and the Final Site Plan and any other Township ordinance, rule or regulation as it pertains to the width and size of the lot, setbacks within or the location of the building area, this Agreement, with the attachments identified herein, shall control.

2.4 The Final Site Plan reviewed and approved by the Township pursuant to Article XIX of the Ypsilanti Township Zoning Ordinance for the development of said Property shall be governed by the Township ordinances as they exist on the Effective Date and shall not be affected by any subsequent enactments or amendments to Township ordinances, rules and regulations as it pertains to the development of the Property substantially in accordance with the Final Site Plan.

2.5 The Property shall be developed with public sanitary sewers as approved by the Ypsilanti Community Utilities Authority ("YCUA") and the Michigan Department of Environment, Great Lakes, and Energy ("EGLE"), subject to all applicable laws and regulations. The Property shall also be developed with public water mains as approved by YCUA and EGLE, subject to all applicable laws and regulations. All standard and reasonable connections, inspections, costs and fees imposed by the Township, including, but not limited to, engineering inspections, shall be paid by the Developer.

2.6 Developer shall furnish to the Township a performance bond, cash or reasonable irrevocable Bank Letter of Credit, to pay for the site improvements on the Property and as set forth in the Approved Plans, including water mains, sanitary sewers, Washtenaw County Drain Commission storm sewers, sidewalks, footpaths, street lights (but not traffic lights or signals), the Developer Stormwater Facilities, and any other site improvements (other than buildings) required by the Township and set forth in the Approved Plans.

2.7 The surety amount required by the Township may be reduced incrementally as improvements are accepted and approved and the Township agrees that, at Developer's request and upon approval from the appropriate inspecting agency, sureties held by the Township will be released to Developer for completed portions of the work contemplated by this Agreement. The Township will use its good faith commercially reasonable efforts to release such funds to the developer within thirty (30) days from the Township's receipt of a written request for payment from Developer, and in any event, such funds shall be released by the Township to Developer within forty-five (45) days from the Township's receipt of a written request for payment from Developer.

2.8 Developer shall materially comply with all requirements of Developer's Soil Erosion Sediment Control Permit.

2.9 Developer shall furnish a "project engineer's certificate", indicating that the water, sanitary sewer, and Developer Stormwater Facilities have been constructed substantially in accordance with the Approved Plans. Developer shall furnish "as built" engineering plans in digital PDF or CAD format showing all site improvements installed pursuant to the Approved Plans. All inspections for water and sewer (sanitary and storm) installations are to be performed by the Township and YCUA engineering inspectors, with applicable fees.

2.10 Developer shall provide for the installation of all improvements pursuant to this Agreement and in accordance with the Approved Plans prior to the issuance of a final Certificate of Occupancy. If all of the improvements are not substantially completed by the time the final Certificate of Occupancy is requested, the Township Planning Director, or designee, may, to the extent not covered by bonds or a letter of credit previously provided by Developer to the Township, accept cash or an irrevocable Letter of Credit from the Developer for the remaining unfinished improvements, if it is determined that public health and safety standards have been met; provided, however, that the foregoing shall not apply if at the time of the Certificate of Occupancy is requested the seasonal and/or weather conditions do not permit the completion of such improvements or such installation of improvements would lead to loss (such as, by way of example and not limitation, loss of plantings due to freezing temperatures). The Developer shall repair all defects in said public improvements to the Township Engineer's satisfaction, which develop within one (1) year from the date of acceptance thereof by the Township.

2.11 Developer shall install all electric, telephone and other communication systems in accordance with the requirements of the applicable utility company.

2.12 Developer agrees that all trees planted shall be in substantial accordance with the Approved Plans. All trees planted by the Developer shall be guaranteed for one (1) year after planting.

2.13 Developer shall be responsible to pay for YCUA's engineering inspections of all underground installations and paving on the Property, when requested, in an amount to be determined by the Township Engineer, at least 48 hours prior to the start of underground construction.

2.14 Developer shall place all mechanical systems including, but not limited to, make up air, heating, air conditioning, etc., on the roofs of all principal and accessory buildings substantially in the locations shown on the Approved Plans, with screening installed as depicted on the Approved Plans.

2.15 Developer shall provide fire water lines and hydrants on site and have them fully operational before combustible materials are assembled on site.

2.16 Developer shall remove all discarded building materials and rubbish from the Property at least once each month during construction of the site improvements and within one month after completion or abandonment of construction. No burning of discarded construction material shall be allowed on the Property.

2.17 Developer shall install site lighting on the Property substantially in accordance with the Final Site Plan.

2.24 Developer shall designate three parking stalls on the Property, as shown on the Final Site Plan, for the installation of electric vehicle charging stations (“**EV Charging Stations**”) in the future. Developer shall have no obligation to install any such EV Charging Stations until the expiration of the fifth full calendar year following Developer’s receipt of a final Certificate of Occupancy.

2.25 Developer shall install all landscaping improvements in according with the Approved Plans.

2.26 Developer shall install interior and exterior camera systems and recordings shall be held for 45 days and be made available to law enforcement on request.

ARTICLE 3.
MISCELLANEOUS PROVISIONS

3.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of both of the Parties.

3.2 This Agreement shall be governed by and be construed in accordance with the laws of the State of Michigan.

3.3 This Agreement has been approved by Developer and Township, through action of the Township Board at a duly scheduled meeting.

3.4 This Agreement may be executed by the Parties in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

3.5 This Agreement shall be binding on, and shall inure to the benefit of the Parties and their respective successors, heirs and assigns.

3.6 Developer shall be in default of this Agreement if Developer shall fail to perform obligations pursuant to this Agreement within 30 days after Developer’s receipt of written notice from the Township specifying such failure in reasonable detail (or such other greater period of time reasonably necessary to cure such failure if such failure is not reasonably able to be cured within such 30-day period, provided Developer has undertaken procedures to cure such default within such 30-day period and diligently pursues such cure to completion).

ARTICLE 4.
TOWNSHIP AGREEMENTS

The Township hereby agrees:

4.1 The Township shall accept all easements for public utilities.

4.2 In consideration of the above undertakings to approve Developer's proposed use and development of the Property, the Township shall provide timely and reasonable Township inspections as may be required during construction.

4.3 The Township will record this Agreement with the Washtenaw County Register of Deeds.

Remainder of Page Intentionally Blank. Signatures to Follow.

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

DEVELOPER:

Aldi Inc (Michigan),
a Michigan corporation

By: _____
Name: Steve Bowman
Title: Group Director of Real Estate

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Steve Bowman, Group Director of Real Estate of Aldi Inc. (Michigan), a Michigan corporation, on behalf of said corporation. This is an acknowledgment certificate. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public for _____

My Commission expires: _____

TOWNSHIP:

Charter Township of Ypsilanti

Brenda L. Stumbo

Name: Brenda L. Stumbo

Title: Supervisor

Heather Jarrell Roe

Name: Heather Jarrell Roe

Title: Clerk

STATE OF MICHIGAN)

COUNTY OF Washtenaw)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 22nd day of January, 2024, by Brenda Stumbo, Supervisor of The Charter Township of Ypsilanti, a Michigan charter township, on behalf of said township.

LISA R. STANFIELD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2025
Acting in the County of Washtenaw

Lisa R Stanfield
Notary Public for Ypsilanti Township
My Commission expires: Feb. 25, 2025

STATE OF MICHIGAN)

COUNTY OF Washtenaw)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 22nd day of January, 2024, by Heather Jarrell Roe, Clerk of The Charter Township of Ypsilanti, a Michigan charter township, on behalf of said township.

LISA R. STANFIELD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2025
Acting in the County of Washtenaw

Lisa R Stanfield
Notary Public for Ypsilanti Township
My Commission expires: Feb. 25, 2025

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

K-11-38-280-017

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);

thence S05°16'09"W 507.79 feet along the West line of said Whittaker Road a.k.a. Huron Street to the **PLACE OF BEGINNING**;

thence continuing the following two courses along the West line of said Huron Street:

1) S05°16'09"W 169.41 feet and

2) S08°19'20"W 132.10 feet to the North line of Brinker Way (86-foot wide Right-of-Way);

thence the following three courses along the North line of said Brinker Way:

1) N81°19'20"W 40.85 feet (*recorded as 40.78 feet*),

2) Westerly 98.49 feet along the arc of a 293.00-foot radius curve to the left, through a central angle of 19°15'34" and having a chord bearing S89°02'53"W 98.03 feet and

3) S79°25'06"W 180.71 feet;

thence N10°34'54"W 78.66 feet;

thence Northerly 46.75 feet along the arc of a 169.00-foot radius curve to the right, through a central angle of 15°51'03" and having a chord bearing N02°39'23"W 46.60 feet;

thence N05°16'09"E 237.04 feet;

thence S84°43'51"E 347.01 feet to a point on West line of said Whittaker Road a.k.a. Huron Street and the Place of Beginning.

Being a part of the French Claim 681 Town 3 South, Range 7 East, Washtenaw County, Michigan. Containing 2.524 acres of land, more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT

THIS EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT (this "**Agreement**") is executed, delivered and made effective as of this ____ day of _____, 2024 (the "**Effective Date**"), by and between **The Charter Township of Ypsilanti**, a Michigan charter township ("**Township**"), and **Aldi Inc. (Michigan)**, a Michigan corporation ("**Aldi**").

Background Information

A. Aldi and Township entered into that certain Real Estate Purchase Agreement, dated December 28, 2022 (the "**Purchase Agreement**"). As a result, Aldi and Township each own certain parcels of real property located at the northwest corner of the intersection of Huron Street and Brinker Way in Ypsilanti Charter Township, Michigan. A copy of a site plan that generally depicts the properties owned by each of the Parties is attached hereto and made a part hereof as Exhibit A (the "**Site Plan**").

B. Aldi's parcel, containing approximately 2.524 acres, is more particularly described on Exhibit B, attached hereto and made a part hereof (the "**Aldi Property**").

C. Township's parcel, containing approximately 10.286 acres located adjacent to the Aldi Property, is more particularly described on Exhibit C, attached hereto and made a part hereof (the "**Township Property**"; collectively, the Aldi Property and the Township Property are sometimes referred to as the "**Properties**" and individually sometimes as a "**Property**").

D. In order to provide for, among other things, the coordinated development and operation of the Properties, the Parties have agreed to grant to the other certain easements upon the terms and conditions specifically provided for herein. In addition, the Parties have agreed to subject the Properties to certain restrictions on use and development, as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, as set forth in the foregoing Background Information, and of the mutual promises herein set forth, and other good and valuable consideration paid, the Parties do hereby agree as follows:

ARTICLE I
Easements

1.01. Ingress/Egress Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, Township hereby grants and conveys to Aldi and its successors and assigns (including without limitation Aldi's employees, agents and customers), as an easement appurtenant to the Aldi Property, a permanent, non-exclusive easement and right-of-way for the purpose of pedestrian and vehicular (including Aldi's delivery tractor trailers) ingress, egress, passage, and traffic upon, over, across, and through the driveways (including, but not limited to, the "**Critical Access Drive**", generally depicted on the Site Plan located on the Township Property, as applicable), drive aisles and walkways on the Township Property, as they may exist and/or be modified or extended, including, if constructed, the Seaver Way Access Drive (defined below). Township hereby reserves the right to use the foregoing easement areas for all purposes that will not interfere with Aldi's full enjoyment of the rights granted hereby. Township shall further have the right to relocate or otherwise modify any and all of such driveways, drive aisles and walkways; provided, however, Township shall not alter, relocate or close the Critical Access Drive without the prior written consent of Aldi. For the avoidance of doubt, any future extensions of, or connections to, the Critical Access Drive shall not be deemed to constitute and/or be a part of the Critical Access Drive. The Critical Access Drive shall be limited to only that area depicted on the Site Plan as the Critical Access Drive. The Critical Access Drive is more particularly described on Exhibit E, attached hereto and made a part hereof.

1.02. Ingress/Egress Easement to Township. Subject to the terms and conditions set forth in this Agreement, Aldi hereby grants and conveys to Township and its successors and assigns, as an easement appurtenant to the Township Property, a permanent, non-exclusive easement and right-of-way for the purpose of pedestrian and vehicular ingress, egress, passage, and traffic upon, over, across, and through the driveways, drive aisles and walkways on the Aldi Property as they may exist or be modified, from time to time; provided, however that: (i) the driveways located on the Aldi Property shall not be the sole accessways to any portion of the Township Property; and (ii) each parcel within the Township Property shall have a main access point either directly to a public right of way or by extending a driveway to connect to the Critical Access Drive. Aldi hereby reserves the right to use the foregoing easement areas for all purposes that will not interfere with Township's full enjoyment of the rights granted hereby. Aldi shall further have the right to relocate or otherwise modify any and all of such driveways, drive aisles and walkways.

1.03. Sanitary Sewer Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, Township hereby grants and conveys to Aldi and its successors and assigns, as an easement appurtenant to the Aldi Property, a non-exclusive easement over, under and across the Township Property, as may be necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of Sanitary Sewer lines, connections and related improvements (collectively, "**Sanitary Sewer Lines**" and individually, a "**Sanitary Sewer Line**"), together with the right of ingress and egress for the foregoing purposes. Following Aldi's installation, maintenance or replacement of a Sanitary Sewer Line on the Township Property, Aldi shall restore the affected portion of the Township Property to a condition equal to (the extent reasonably practicable under the circumstances) or better than the condition which existed prior to commencement of such work.

1.04. Stormwater Drainage Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, Township hereby grants and conveys to Aldi, its successors and assigns, as an easement appurtenant to the Aldi Property, a perpetual, non-exclusive easement and right-of-way over and across the Township Property, including (without limitation), that portion of the Township Property legally described on Exhibit F, attached hereto and made a part hereof, for the purposes of using, maintaining, repairing and replacing storm water pipes, connections and related improvements (collectively, the “**Stormwater Lines**”) connecting the Aldi Property to a detention pond located West of Seaver Way and depicted as the “**Detention Pond**” on the Site Plan, together with the right of inflow and outflow of such stormwater detention facilities.

1.05. Temporary Construction Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, Township hereby grants and conveys to Aldi and its successors and assigns (including without limitation Aldi’s employees, agents and customers), a non-exclusive temporary construction easement and right-of-way for the benefit of the Aldi Property to the extent needed in accordance with good construction practices, but only during a period of construction on, or in connection with improvements to, the Aldi Property, on, over, across and through the Township Property for the purposes of facilitating construction of the Critical Access Drive, landscaping, sidewalks, Sanitary Sewer Lines, Stormwater Lines, other utilities, and other improvements necessary for the development of the Aldi Property, and providing a temporary means of access for construction vehicles to and from the Aldi Property and facilitating construction of such improvements on the Aldi Property. Such construction activities shall be performed in such a manner as to cause as little disturbance in the use of the Township Property as is practicable under the circumstances. Similarly, construction activities shall be performed on the Township Property so as to minimize interference with the business activities conducted on the Aldi Property.

1.06. Reciprocal Parking Easements. There shall specifically be no parking easements or rights between the Aldi Property and the Township Property.

ARTICLE II Restrictions / Covenants

2.01. Use Restrictions on the Township Property. Township, for itself, its successors and assigns, hereby declares and imposes on the Township Property, for the benefit of the Aldi Property, the restrictions on use set forth on Exhibit D, attached hereto and made a part hereof.

2.02. Further Development of Township Property. In the event that any portion of the Township Property is developed and/or under development, the owner and/or developer of such property being developed shall either: (i) reasonably cooperate and diligently work with Ypsilanti Charter Township, and any other necessary governmental and/or quasi-governmental entities, in good faith to obtain approval of an access drive connecting the Critical Access Drive to Seaver Way (any such drive, the “**Seaver Way Access Drive**”), whereupon such owner and/or developer shall construct and install the Seaver Way Access Drive at its sole cost and expense; or (ii) reimburse Aldi, within 30 days after commencement of construction activities on the West Parcel, for fifty percent (50%) of Aldi’s actual costs and expenses to construct and install the Critical Access Drive, and related sidewalks, curbs, gutters, landscaping, and utility infrastructure.

2.03 Easement Dedication Cooperation. As part of Aldi’s proposed development of the Aldi Property, the Ypsilanti Community Utilities Authority (“**YCUA**”) has required that Aldi initially construct a watermain and sanitary sewer main on the Township Property (collectively, the “**YCUA**”

Improvements"). The Parties acknowledge that it is likely that YCUA may require that once construction of the YCUA Improvements is completed in accordance with YCUA standards, both the YCUA Improvements and the land upon which the YCUA Improvements is located, as well as immediately surrounding land, shall be dedicated to YCUA in the form of a public dedication of easement (the "**YCUA Easements**"). Township and Aldi agree to reasonably cooperate in good faith with YCUA, at no cost to the other Party, to negotiate and agree to the terms and conditions of any such YCUA Easements, as applicable, and further agree to use commercially reasonable efforts to expeditiously finalize, execute, and deliver any such YCUA Easements requested by YCUA.

ARTICLE III
Maintenance Obligations

3.01. Construction, Maintenance and Repair of the Properties. Subject to the provisions hereinafter set forth:

(a) Subject to Section 3.01(c) below, Township shall, at its sole cost, maintain or cause to be maintained the Township Property and shall construct and maintain all of the improvements thereon, at all times, in a good and safe condition and state of repair. Further, while any portion of the Township Property remains undeveloped, Township shall also, at its sole cost, keep the Township Property seeded and mowed and in a sightly condition.

(b) Subject to Section 3.01(c) below, Aldi shall, at its sole cost, maintain or cause to be maintained the Aldi Property and shall construct and maintain all of the improvements thereon, at all times, in a good and safe condition and state of repair. Further, while any portion of the Aldi Property remains undeveloped, Aldi shall also, at its sole cost, keep the Aldi Property seeded and mowed and in a sightly condition. Subject to Section 3.01(c) below, Aldi shall, at Aldi's sole cost and expense, commence and complete construction of the Critical Access Drive in conjunction with the development of the Aldi Property in accordance with all applicable laws, ordinances, and regulations, and Aldi's permits therefore.

(c) Aldi shall be responsible for the future maintenance (including, without limitation, snow and ice removal, and sweeping), repair and/or replacement of all portions of solely the Critical Access Drive, but not the public utility lines located within or adjacent to the Critical Access Drive, which shall be maintained, repaired and/or replaced in accordance with the terms and conditions of the YCUA Easements or as otherwise provided in this Section 3.01 if the YCUA Easements have not yet been entered into. For the avoidance of doubt, Aldi shall not be responsible to make, or contribute towards the cost of, any improvements or modifications to, or planned extensions of, the Critical Access Drive or the adjacent public utility lines that are required in connection with the development and/or redevelopment of the Township Property or any part thereof, which such improvements, modifications, and/or extensions shall completed by the applicable owner(s) and/or developer(s) of the portion of the Township Property that is being developed, at their sole cost and expense. Notwithstanding the foregoing, from and after the commencement of any development of any portion of the Township Property, all costs and expenses incurred by or on behalf of Aldi in connection with the annual maintenance, management, repair, replacement and operation of the Critical Access Drive shall be shared by all owners of developed parcels and/or owners of parcels in development within the Properties or a Property, pro-rata, based on the relative acreage of each such parcel.

(d) A Party shall pay any reimbursement or payment obligation due under this Agreement within 30 days after receiving from the applicable Party an invoice therefor.

ARTICLE IV
Insurance; Indemnification

4.01. Insurance. Each Party shall, at its own expense, obtain, carry and keep in force commercial general liability insurance against any liability or claim for personal injury, wrongful death or property damage for which the Party is responsible to the other under this Agreement or by law, with financially responsible insurers authorized to transact insurance business in the State in which the Properties are located, with a combined single limit of not less than \$2,000,000.00 per occurrence. Such insurance shall include all of the coverage typically provided by the Broad Form Comprehensive General Liability Endorsement. Such insurance may be written by additional premises endorsement on any master policy of insurance which may cover other property in addition to the Properties which form the subject of this Agreement; provided that the insurer shall provide a schedule to each Party showing that the coverage provided by such policy shall (a) meet the requirements of this Agreement; (b) not be reduced by any claims made with respect to other properties; and (c) be in such amount as will preclude the insureds from being held to be co-insurers. The policies shall name Aldi and Township as additional insureds (as their interests may appear) and shall provide that they may not be canceled without 30 days' prior written notice to both insureds. Upon request, each Party shall provide to the other a certificate of insurance evidencing such coverage. Notwithstanding the foregoing provisions hereof to the contrary, Aldi (or the entity that owns a controlling interest of Aldi) shall have the right to self-insure.

4.02. Indemnification.

(a) By Township. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of Aldi or of Aldi's agents, employees, servants, contractors and licensees, Township shall indemnify Aldi and save it harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Township or of Township's agents, employees, servants, contractors or licensees arising out of Township's use and occupancy of the Township Property, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by Aldi in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the Charter Township of Ypsilanti.

(b) By Aldi. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of Township or of Township's agents, employees, servants, contractors and licensees, Aldi shall indemnify Township and save it harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Aldi or of Aldi's agents, employees, servants, contractors or licensees arising out of Aldi's use and occupancy of the Aldi Property, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by Township in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim.

ARTICLE V
Damage and Destruction

5.01. The Aldi Improvements. In the event the improvements on the Aldi Property (the "**Aldi Improvements**") are either destroyed or damaged by fire, flood, earthquake, or other casualty, Aldi shall have no obligation, under this Agreement, to repair, rebuild or restore the Aldi Improvements. However, if Aldi elects to repair, rebuild or restore the Aldi Improvements after any such damage or destruction, all construction activities undertaken in connection therewith shall be conducted so as to minimize interference with Township's use of its Property and the rights granted to it under this Agreement. If Aldi elects not to repair, rebuild or restore the Aldi Improvements after any such damage or destruction, Aldi shall raze the damaged improvements and either pave or seed and maintain such area.

5.02. The Township Improvements. In the event the improvements on the Township Property (the "**Township Improvements**") are either damaged or destroyed by fire, flood, earthquake, or other casualty, Township shall have no obligation, under this Agreement, to repair, rebuild or restore the Township Improvements. However, if Township elects to repair, rebuild or restore the Township Improvements after any such damage or destruction, all construction activities undertaken in connection therewith shall be conducted so as to minimize interference with Aldi's use of its Property and the rights granted to it under this Agreement. If Township elects not to repair, rebuild or restore the Township Improvements after any such damage or destruction, Township shall raze the damaged improvements and either pave or seed and maintain such area and the easements granted to Aldi pursuant to Article I hereof shall continue in full force and effect. Notwithstanding anything to the contrary contained in this Section 5.02, if any Township Improvements to which Aldi has been granted an easement is destroyed or damaged under this Agreement, Township shall, within 30 days after the date of such damage and/or destruction, restore the applicable Township Improvements to the minimum condition necessary for Aldi's continued use thereof as existed prior to such damage or destruction.

ARTICLE VI
Defaults and Remedies

6.01. Defaults. If any Party (the "**Defaulting Party**") should fail to observe any of the terms, conditions, restrictions or provisions of, or should fail to perform any of its covenants or obligations under this Agreement within a period of 30 days (or such lesser period as may be reasonably necessary in the event of a failure which poses an imminent threat of personal injury or damage to property) after the other Party (the "**Non-Defaulting Party**") has given to the Defaulting Party written notice thereof, then the Defaulting Party shall be in default under this Agreement; provided that if the obligation is of such a nature that the same cannot, with due diligence, be reasonably performed within such 30-day period, then such default shall be deemed to have been cured if the Defaulting Party commences such performance within such 30-day period and thereafter undertakes and proceeds with due diligence to complete the same and does complete the same within a reasonable time. If a default has occurred and is not cured within the time period specified in this Section 6.01, then the Non-Defaulting Party shall have all of the rights and remedies afforded to it by law and also all of the rights and remedies set forth in Section 6.02 hereof (whether or not they are expressly provided by statute or recognized by judicial precedent), any one or more of which may be exercised and enforced independently or concurrently at any time that such default remains uncured, without waiving any of the Non-Defaulting Party's other rights and remedies, and all of which shall, to the extent applicable, survive the termination of any right granted in this Agreement.

6.02. Remedies.

(a) Cure. Following the expiration of the applicable cure period, the Non-Defaulting Party may, at its election, cure any default of the Defaulting Party under this Agreement; and if the Non-Defaulting Party should do so, then it shall be entitled to be reimbursed for all reasonable and documented costs and expenses expended by it in connection therewith, which amounts shall be due and payable by the Defaulting Party to the Non-Defaulting Party on demand.

(b) Civil Actions. Following the expiration of the applicable cure period, the Non-Defaulting Party may bring an action against the Defaulting Party for the specific performance of any obligation undertaken by the Defaulting Party in this Agreement, for injunctive or other equitable relief, or for damages in any court of competent jurisdiction for the County in which the Properties are located, or such other jurisdiction as may be agreed to between the Parties, in order to enforce the rights and remedies available to the Non-Defaulting Party.

6.03. Obstruction Events. Notwithstanding anything to the contrary contained in this Agreement, in the event vehicular access to the Aldi Property is obstructed due to an obstruction on the Township Property (including, but not limited to, the Critical Access Drive) or an activity of an Township Permittee (each such event, a "**Township Obstruction Default**"), Aldi may notify Township by any means reasonable under the circumstances, including via email or telephone, of the Township Obstruction Default and demand that the Township Obstruction Default be remedied. If, after 24 hours after such notice has been provided, Township has not (i) remedied the Township Obstruction Default or (ii) commenced to remedy the Township Obstruction Default and thereafter remedied such Township Obstruction Default within 24 hours, Aldi shall have the right (but not the obligation) to remedy the Township Obstruction Default (including the right to enter upon the Township Property) and shall be reimbursed by Township for the reasonable costs for such remedy in accordance with the provisions of Section 6.02(a) above. Further and notwithstanding anything to the contrary contained in this Agreement, in the event vehicular access to the Township Property via the Critical Access Drive is completely obstructed due to an obstruction of the Critical Access Drive by Aldi (each such event, an "**Aldi Obstruction Default**"), Township may notify Aldi by any means reasonable under the circumstances, including via email or telephone, of the Aldi Obstruction Default and demand that the Aldi Obstruction Default be remedied. If, after 24 hours after such notice has been provided, Aldi has not remedied the Aldi Obstruction Default or commenced to remedy the Aldi Obstruction Default and thereafter remedies such Aldi Obstruction Default within 24 hours, Township shall have the right (but not the obligation) to remedy the Aldi Obstruction Default (including the right to enter upon the Aldi Property) and shall be reimbursed by Aldi for the reasonable costs for such remedy in accordance with the provisions of Section 6.02(a) above.

6.04. Interest; Lien. All amounts owing under this Agreement that are not timely paid shall accrue interest ("**Interest**") thereon from and after the due date at the lower of (i) the rate of 12% per annum, or (ii) the maximum rate permissible from time to time under applicable law. To the maximum extent permitted by applicable law, any amount owed under this Agreement constitutes a lien against the Property of the obligated Party. Any provision of this Agreement to the contrary notwithstanding, all liens established hereby shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust existing prior to the date the charge giving rise to such lien became due and payable.

ARTICLE VII

Notices; Notice of Transfer

7.01. Notices. Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be deemed effective upon delivery (or refusal of delivery) when transmitted by one of the following methods to such Party at the address set forth at the end of this Section 7.01: (a) via a nationally recognized overnight delivery service (such as FedEx or UPS); or (b) by certified mail, postage prepaid, return receipt requested. Either Party may change its address for notice by giving written notice thereof to the other Party at least 10 business days prior to the effective date of such change of address. The address of each Party for notice initially is as follows:

(a) If intended for Township, to:

Ypsilanti Township
Attn: Heather Jarrell Roe, Township Clerk
7200 S. Huron River Drive
Ypsilanti, MI 48197
Email: hjarrellroe@ytown.org

with a copy to:

McLain & Winters
Attn: Douglas Winters, Esq.
61 N. Huron Street
Ypsilanti, MI 48197
Email: mcwinlaw@gmail.com

(b) If intended for Aldi, to:

Aldi Inc. (Michigan)
Attn: Andrew Shaw, Director of Real Estate
2625 North Stockbridge Road
Webberville, Michigan 48892
Email: andrew.shaw@aldi.us

With a copy to:

Kayne Law Group, Co., P.A.
Attn: Jacob Worrel, Esq.
612 Park Street, Suite 100
Columbus, Ohio 43215
Email: jworrel@kaynelaw.com

7.02. Notice of Conveyance. If a Party (a "**Conveying Party**") should convey its fee interest in and to its Property (or any portion thereof) to another Person, it may notify the other Party of such conveyance in the manner provided in Section 7.01 hereof. Such notice shall contain the name of the grantee and the address of such grantee for purposes of receiving notices hereunder. Unless and until a Conveying Party notifies the other Party of a conveyance of its fee interest in its Property and the name and address of the transferee, notices addressed to the Conveying Party as provided for in Section 7.01 shall continue to be effective, but the other Party

may also send notices that shall be deemed effective hereunder to such grantee at the tax mailing address listed for such grantee on the books of the County Assessor of Property, until such time as the grantee has notified the other Party of a different notice address in the manner provided in Section 7.01 hereof.

ARTICLE VIII
Miscellaneous Provisions

8.01. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Parties.

8.02. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Properties are situated. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the state in which the Properties are situated. In the event either Party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful Party shall then be entitled to receive from the other Party(s), in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

8.03. Restoration. If, as a result of the exercise of any easement rights created under this Agreement, a Party shall damage or disturb the improvements of another Party, the Party causing such damage or disturbance shall, at its sole expense, promptly repair or restore the Property of such other Party to, as nearly as possible, the condition existing prior to such damage or disturbance.

8.04. Lien Removal. If, as a result of either Party's (the "**Contracting Party's**") exercise of any of the rights granted to it in this Agreement to enter onto and/or perform work upon the other Party's Property, a lien is filed by any contractor, subcontractor, laborer or materialman, then the Contracting Party shall discharge, bond or otherwise remove each such lien within 30 days following written notice from the other Party. If the Contracting Party fails to so discharge, bond or otherwise remove any such lien within such period of time, the other Party may do so and the Contracting Party shall reimburse the other Party upon demand therefor for the reasonable cost thereof, including, without limitation, reasonable attorney fees incurred in discharging such lien, and Interest.

8.05. Counterpart Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

8.06. Article and Section Captions. The Article and Section captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

8.07. Severability. If any provision of this Agreement or the application of any provision

to any Person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other Person or circumstance, all of which other provision shall remain in full force and effect.

8.08. Amendments in Writing. No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any Party unless in writing and signed by the Parties.

8.09. Agreement for Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of the Properties, the Parties (and their successors and assigns) and not for the benefit of any other Persons, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other Persons.

8.10. No Partnership, Joint Venture or Principal-Agency Relationship. Neither anything contained in this Agreement nor any acts of the Parties shall be deemed or construed by the Parties, or either of them, or by any third Person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties to this Agreement.

8.11. Reasonableness of Consent or Approval/Further Actions. Whenever a Party is entitled to exercise some right under this Agreement, only with the prior consent or approval of another Party, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required to obtain the written consent or approval of another Party to effectuate a plat, subdivision or lot split of such Party's property, the other Party shall not unreasonably withhold, condition or delay such written consent or approval.

8.12. Covenants Run With the Land. It is intended that the covenants, easements, agreements, promises and duties of each Party, as set forth in this Agreement, shall be construed as covenants and not as conditions and that all such covenants shall (subject to the provisions of Section 8.14 hereof) be enforceable against the covenantor and shall also run with the land or constitute equitable servitudes as between the Property of the respective covenantor, as the servient tenement, and the Property of the respective covenantee, as the dominant tenement. If a Property is subdivided and sold, any obligation or expense attributed to a subdivided parcel shall be deemed an expense of such subdivided parcel and the then owner thereof. Any owner of a Property which is the subject hereof may grant the benefit of, or allow the use of, any right, easement or interest hereunder to any Permittee of any owner from time to time; provided that any such Permittee shall have no greater rights than its permittor and shall look solely to its permittor (or to such permittor's successors or assigns), in each case, for the enforcement of the provision of this Agreement.

8.13. No Merger. All of the provisions of this Agreement are for the mutual benefit and protection of the present and all future owners of the Properties; and if there should at any time be common ownership of any of the Properties, or any estate therein then it is the intention of the Parties that there be no merger into the respective fee simple estates of the rights and benefits and the obligations and burdens of this Agreement, but rather that such rights and benefits and such obligations and burdens shall be separately preserved for the benefit of all future owners of the fee simple estates in the Properties.

8.14. No Dedication. Nothing in this Agreement shall be deemed to constitute a gift, grant or dedication of any portion of the Properties to the general public or for any public purpose;

provided that the Parties shall have the right to extend the benefit of any of the easements granted herein to any governmental unit, public body and/or utility company for the purpose of the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of utility lines and related facilities, but such grant shall be subject to the terms and conditions hereof.

8.15. Termination of Liability Upon Transfer. If the owner of a Property should transfer its fee simple interest (or any portion thereof) in and ownership of such Property, then the obligation and liability of the transferor for the performance or breach of any covenant or provision contained in this Agreement, occurring after the date of such transfer, shall automatically be terminated; and the transferee, by the acceptance of the conveyance of such fee simple interest, shall automatically be deemed to have accepted, assumed and agreed to observe or perform all such covenants or provisions after the date of such transfer.

8.16. Definition of Certain Terms. As used in this Agreement, the term "**Person**" means a corporation, association, partnership, limited liability company, trust, estate, governmental agency or other entity, as well as an individual or natural person, unless the context otherwise requires, the term "**Permittee**" means the respective employees, agents, customers, contractors, licensees, guests and invitees of Aldi and Township, and the term "**Party**" means Aldi or Township individually (or "**Parties**" shall mean Aldi and Township collectively) and their respective successors and assigns. The term "business day" when used herein shall mean a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in the State of Texas are authorized by law to be closed.

8.17. Estoppel Certificate. Within 20 days after receipt of a written request therefor, either Party shall deliver to the other a written statement acknowledging that this Agreement is in full force and effect (if the same be true), that this Agreement has not been modified (or if it has, stating such modifications), whether or not the requesting Party is in default, and providing any other pertinent information that the requesting Party might reasonably request with respect to the status of this Agreement or the Properties.

8.18. Index of Exhibits. The following exhibits attached to this Agreement are hereby incorporated herein:

- Exhibit A – Site Plan
- Exhibit B – Aldi Property Legal Description
- Exhibit C – Township Property Legal Description
- Exhibit D – Use Restrictions
- Exhibit E – Critical Access Drive Legal Description
- Exhibit F – Stormwater Lines Easement Area Legal Description

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date first above written.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[Signature and Acknowledgment Pages Follow]

EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT
 (Township Signature and Acknowledgment)

Township:

The Charter Township of Ypsilanti,
 a Michigan charter township

By: *Brenda L. Stumbo*
 Print Name: Brenda L. Stumbo
 Its: Supervisor

By: *Heather Jarrell Clark*
 Print Name: Heather Jarrell Clark
 Its: Clerk

STATE OF Michigan)
)
 COUNTY OF Washtenaw)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 22nd day of January, 2024, by Brenda Stumbo Supervisor of The Charter Township of Ypsilanti, a Michigan charter township, on behalf of said township.

Lisa Stabfield
 Notary Public for Ypsilanti Township
 My Commission expires: 2-25-2025

LISA R. STANFIELD
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF WASHTENAW
 My Commission Expires February 25, 2025
 Acting in the County of Washtenaw

The foregoing instrument was acknowledged before me this 22nd day of January, 2024, by Heather Jarrell Clark of The Charter Township of Ypsilanti, a Michigan charter township, on behalf of said township.

Lisa Stabfield
 Notary Public for Ypsilanti Township
 My Commission expires: 2-25-2025

LISA R. STANFIELD
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF WASHTENAW
 My Commission Expires February 25, 2025
 Acting in the County of Washtenaw

EASEMENTS, COVENANTS, AND RESTRICTIONS AGREEMENT
(Aldi Signature and Acknowledgment Page)

Aldi:

Aldi Inc. (Michigan),
a Michigan corporation

By: _____
Steve Bowman, Group Director of Real Estate

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Steve Bowman, Group Director of Real Estate of Aldi Inc. (Michigan), a Michigan corporation, on behalf of said corporation. This is an acknowledgment certificate. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public for _____

My Commission expires: _____

**Prepared By, Recording Requested By
And When Recorded Mail To:**

Kayne Law Group, Co., P.A.
612 Park St.
Suite 100
Columbus, Ohio 43215
Attn: Jacob Worrel, Esq.

EXHIBIT A
Site Plan

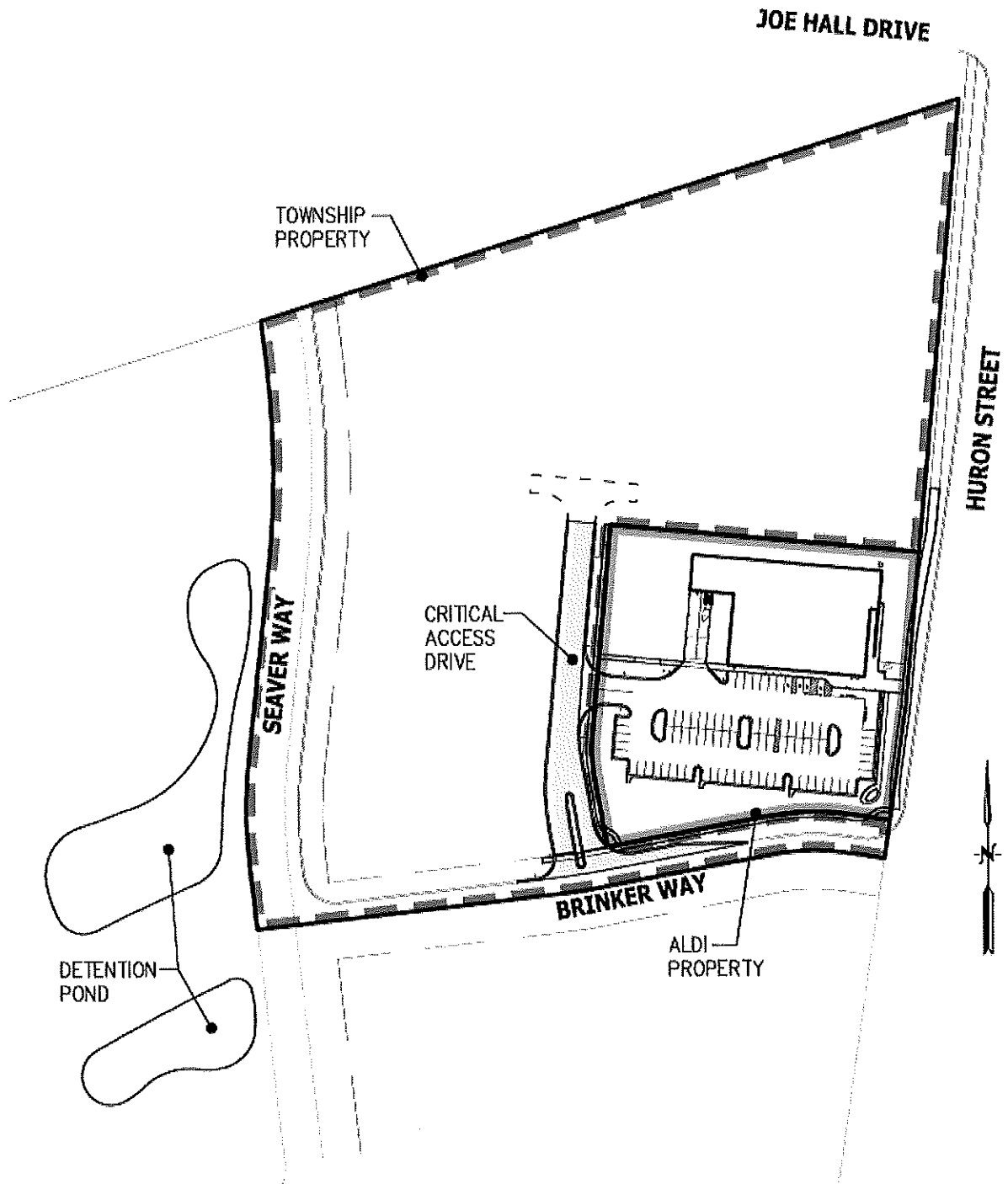


EXHIBIT B
Aldi Property Legal Description

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);

thence S05°16'09"W 507.79 feet along the West line of said Whittaker Road a.k.a. Huron Street to the **PLACE OF BEGINNING**;

thence continuing the following two courses along the West line of said Huron Street:

1) S05°16'09"W 169.41 feet and

2) S08°19'20"W 132.10 feet to the North line of Brinker Way (86-foot wide Right-of-Way);

thence the following three courses along the North line of said Brinker Way:

1) N81°19'20"W 40.85 feet (*recorded as 40.78 feet*),

2) Westerly 98.49 feet along the arc of a 293.00-foot radius curve to the left, through a central angle of 19°15'34" and having a chord bearing S89°02'53"W 98.03 feet and

3) S79°25'06"W 180.71 feet;

thence N10°34'54"W 78.66 feet;

thence Northerly 46.75 feet along the arc of a 169.00-foot radius curve to the right, through a central angle of 15°51'03" and having a chord bearing N02°39'23"W 46.60 feet;

thence N05°16'09"E 237.04 feet;

thence S84°43'51"E 347.01 feet to a point on West line of said Whittaker Road a.k.a. Huron Street and the Place of Beginning.

Being a part of the French Claim 681 Town 3 South, Range 7 East, Washtenaw County, Michigan. Containing 2.524 acres of land, more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

Refer to the current policy for title insurance for proof of ownership and all encumbrances affecting title to the described above parcel.

EXHIBIT C
Township Property Legal Description

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

BEGINNING at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);

thence S05°16'09"W 507.79 feet along the West line of said Whittaker Road a.k.a. Huron Street;

thence N84°43'51"W 347.01 feet;

thence S05°16'09"W 237.04 feet;

thence Southerly 46.75 feet along the arc of a 169.00-foot radius curve to the left, through a central angle of 15°51'03" and having a chord bearing S02°39'23"E 46.60 feet;

thence S10°34'54"E 78.66 to the North line of Brinker Way (86-foot wide Right-of-Way);

thence along said North line of Brinker Way the following three courses:

1) N79°25'06"E 180.71 feet,

2) Easterly 98.49 feet along the arc of a 293.00-foot radius curve to the right, through a central angle of 19°15'34" and having a chord bearing N89°02'53"E 98.03 feet and

3) S81°19'20"E 40.85 feet (*recorded as 40.78 feet*) to a point on said West line of Whittaker Road a.k.a. South Huron Street;

thence S08°19'20"W 43.00 feet along said Westerly line of Whittaker Road a.k.a. South Huron Street to the nominal centerline of said Brinker Way;

thence along the nominal centerline of said Brinker Way the following five courses:

1) N81°19'20"W 41.12 feet,

2) Westerly 84.03 feet along the arc of a 250.00-foot radius curve to the left, through a central angle of 19°15'30" and having a chord bearing S89°02'53"W 83.64 feet,

3) S79°25'06"W 213.69 feet,

4) Westerly 18.06 feet along the arc of a 250.00-foot radius curve to the right, through a central angle of 04°08'19" and having a chord bearing S81°29'16"W 18.05 feet and

5) S83°33'25"W 353.56 feet to point on the West line of Seaver Drive (86-foot wide Right-of-Way);

thence along said West line of Seaver Drive the following five courses:

1) N06°26'35"W 72.21 feet,

2) Northerly 119.82 feet along the arc of a 543.00-foot radius curve to the right, through a central angle 12°38'34" and having a chord bearing N00°07'18"W 119.57 feet,

3) N06°11'59"E 218.90 feet and

4) Northerly 222.38 feet along the arc of a 957.00-foot radius curve to the left, through a central angle of 13°18'51" and having a chord bearing N00°27'27"W 221.88 feet and

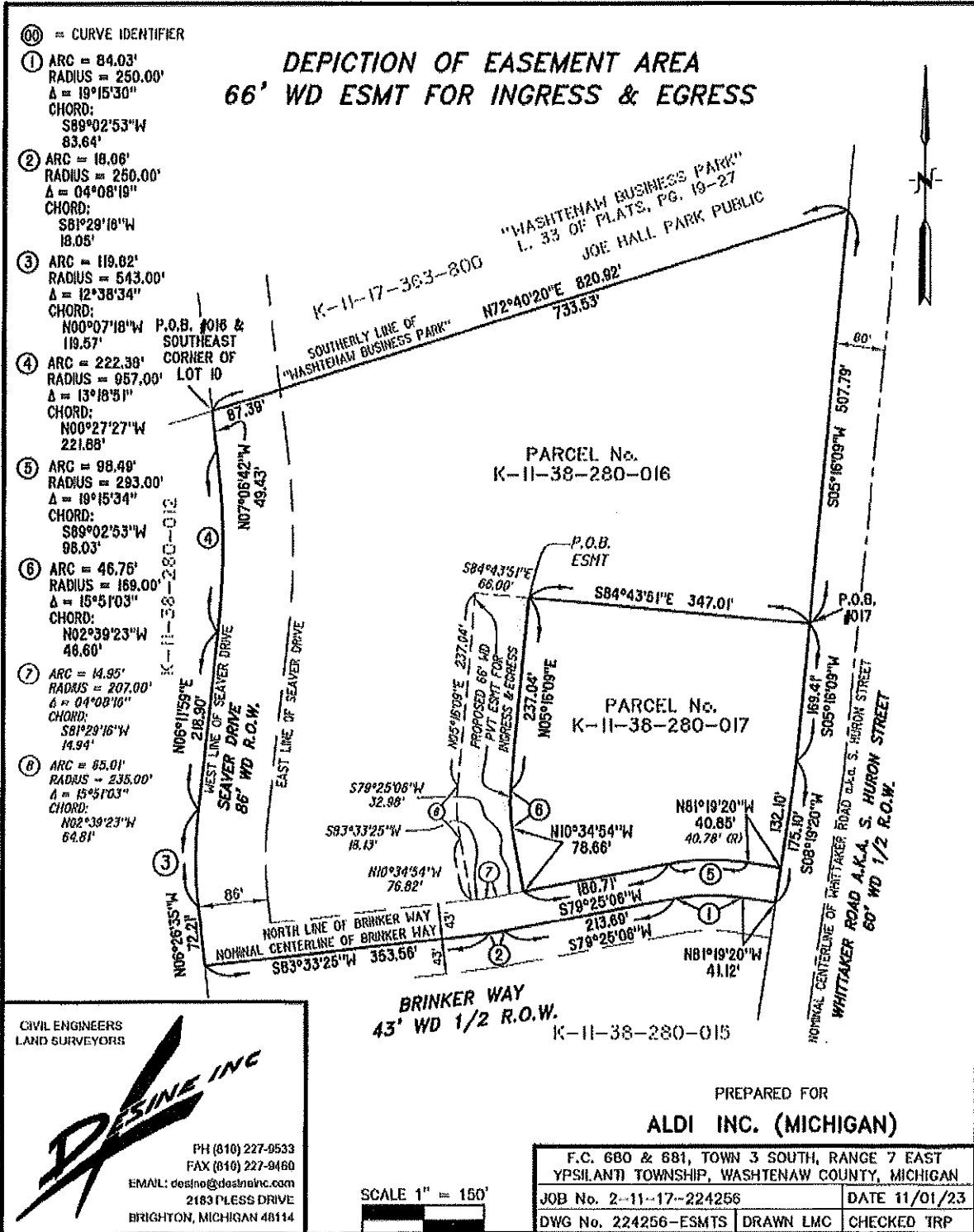
5) N07°06'42"W 49.43 feet to said Southeast Corner of Lot 10 and to the Place of Beginning.

Being a part of the French Claim 681, Town 3 South, Range 7 East, Washtenaw County, Michigan. Containing 10.286 acres of land, more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

EXHIBIT D
Use Restrictions

Township hereby covenants and agrees that it will not lease, rent, sell or otherwise permit to be owned, controlled, leased, used or occupied any portion of the Township Property for a Retail Grocery Store. The term "**Retail Grocery Store**" means a supermarket, a meat market, a grocery store, a fruit and vegetable store or stand, a frozen or otherwise processed food store, and any other store where more than 1,500 square feet (including adjacent aisle space) is used for the sale or display of grocery items. "Retail Grocery Store" shall also include the operation of a grocery pick-up service (e.g. Clicklist, Curbside Pickup or similar service) anywhere within the Properties, whether or not the premises from which the service is offered is also used for the sale and display of grocery items. "Retail Grocery Store" does not include a delicatessen or any restaurant wherein prepared food is sold for on-premises or "take-out" consumption.

EXHIBIT E
Critical Access Drive Legal Description



LEGAL DESCRIPTION OF EASEMENT AREA

PROPOSED 66-FOOT WIDE EASEMENT FOR INGRESS AND EGRESS

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

A 66-foot wide easement for ingress and egress, being a part of the French Claim 681, Town 3 South, Range 7 East, Washtenaw County, Michigan, more particularly described as follows: Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);
 thence S05°16'09"W 507.79 feet along the West line of said Whittaker Road a.k.a. Huron Street;
 thence N84°43'51"W 347.01 feet along the common line to Parcel No. K-11-38-280-016 and 017 to the PLACE OF BEGINNING;

thence S05°16'09"W 237.04 feet;

thence Southerly 46.75 feet along the arc of a 169-foot radius curve to the left, through a central angle of 15°51'03" and having a chord bearing S02°39'23"E 46.60 feet;

thence S10°34'54"E 78.66 feet;

thence along the Northerly line of Brinker Way (43-foot wide 1/2 Right-of-Way) the following three courses:

- 1) S79°25'06"W 32.98 feet,
- 2) Westerly 14.95 feet along the arc of a 207-foot radius curve to the right, through a central angle of 04°08'16" and having a chord bearing S81°29'16"W 14.94 feet and
- 3) S83°33'25"W 18.13 feet;

thence along a line parallel with and 66 feet West of said common line of Parcels No. K-11-38-280-016 and 017 the following three courses:

- 1) N10°34'54"W 76.82 feet,
- 2) Northerly 65.01 feet along the arc of a 235-foot radius curve to the right, through a central angle of 15°51'03" and a chord bearing N02°39'23"W 64.81 feet and
- 3) N05°16'09"E 237.04 feet;

thence S84°43'51"E 66.00 feet to the Place of Beginning.

Containing 0.562 acres of land, more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-9533
 FAX (810) 227-9460
 EMAIL: desine@desineinc.com
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

PREPARED FOR
ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DATE 11/01/23	
DWG No. 224256-ESMTS	DRAWN LMC	CHECKED TRP

EXHIBIT F
Stormwater Lines Easement Area Legal Description

⓪ = CURVE IDENTIFIER

① ARC = 84.03'
 RADIUS = 250.00'
 Δ = 19°15'30"
 CHORD:
 S89°02'53"W
 83.64'

② ARC = 18.06'
 RADIUS = 250.00'
 Δ = 04°08'19"
 CHORD:
 S81°29'16"W
 18.05'

③ ARC = 119.82'
 RADIUS = 543.00'
 Δ = 12°38'34"
 CHORD:
 N00°07'18"W P.O.B. #016 &
 119.57' SOUTHEAST
 CORNER OF
 LOT 10

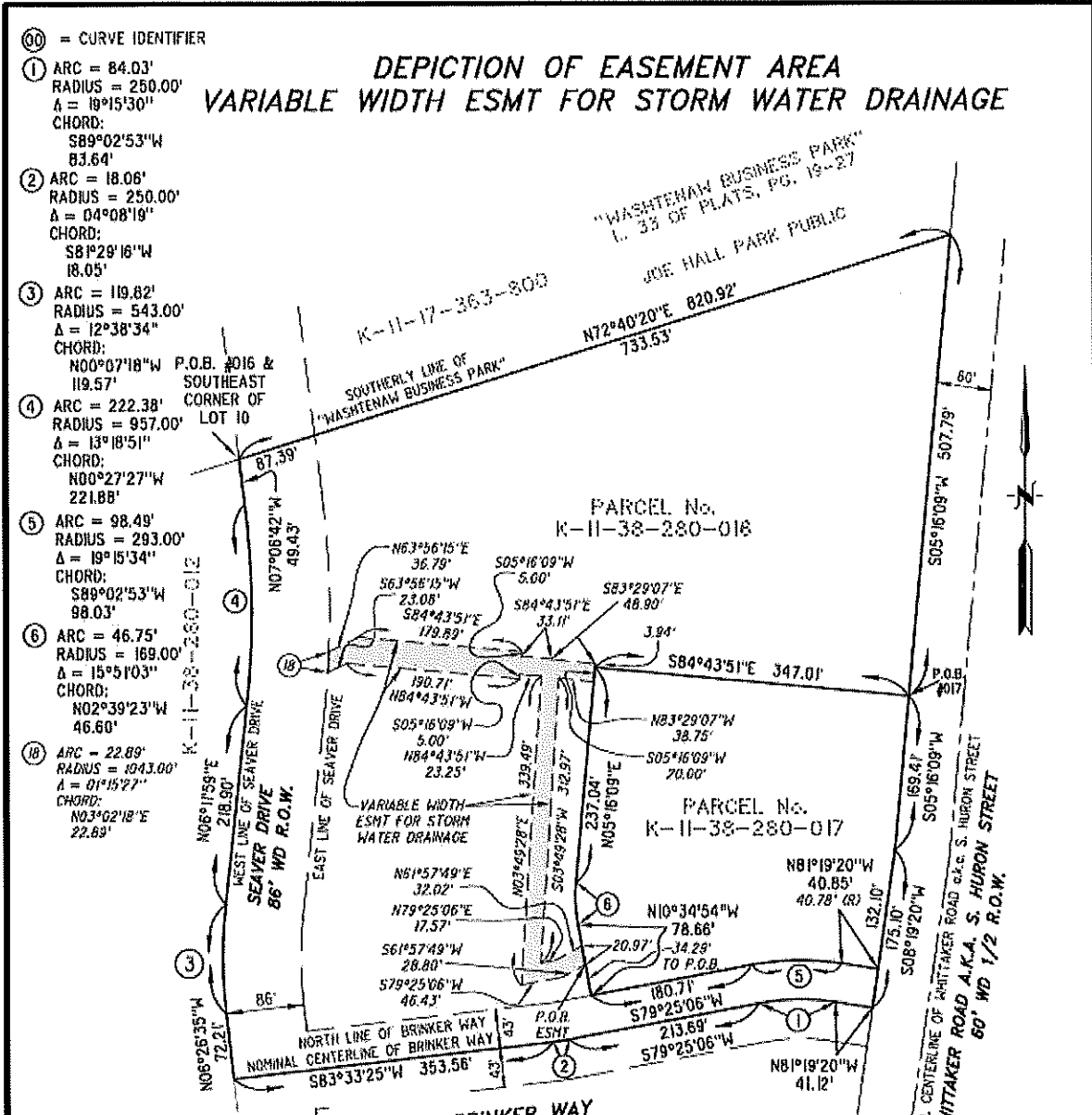
④ ARC = 222.38'
 RADIUS = 957.00'
 Δ = 13°18'51"
 CHORD:
 N00°27'27"W
 221.88'

⑤ ARC = 98.49'
 RADIUS = 293.00'
 Δ = 19°15'34"
 CHORD:
 S89°02'53"W
 98.03'

⑥ ARC = 46.75'
 RADIUS = 169.00'
 Δ = 15°51'03"
 CHORD:
 N02°39'23"W
 46.60'

⑧ ARC = 22.89'
 RADIUS = 1043.00'
 Δ = 01°15'27"
 CHORD:
 N03°02'18"E
 22.89'

DEPICTION OF EASEMENT AREA
VARIABLE WIDTH ESMT FOR STORM WATER DRAINAGE



CIVIL ENGINEERS
 LAND SURVEYORS

DESIGN INC

PH (810) 227-0533
 FAX (810) 227-4160
 EMAIL: desine@desineinc.com
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

BRINKER WAY
43' WD 1/2 R.O.W.
 K-11-38-280-015

PREPARED FOR
ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN	
JOB No. 2-11-17-224256	DATE 11/01/23
DWG No. 224256-ESMTS DRAWN LMC	CHECKED TRP

SCALE 1" = 150'

LEGAL DESCRIPTION OF EASEMENT AREA

PROPOSED VARIABLE WIDTH EASEMENT FOR STORM WATER DRAINAGE

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

A variable width easement for Storm Water Drainage, being a part of the French Claim 681, Town 3 South, Range 7 East, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);

thence along the West line of said Whittaker Road a.k.a. Huron Street the following two courses along the West line of said Huron Street:

1) S05°16'09"W 677.20 feet and

2) S08°19'20"W 132.10 feet to the North line of Brinker Way (86-foot wide Right-of-Way);

thence the following three courses along the North line of said Brinker Way:

1) N81°19'20"W 40.85 feet (*recorded as 40.78 feet*),

2) Westerly 98.49 feet along the arc of a 293.00-foot radius curve to the left, through a central angle of 19°15'34" and having a chord bearing S89°02'53"W 98.03 feet and

3) S79°25'06"W 180.71 feet;

thence N10°34'54"W 34.29 feet along the common line of Parcel No's K-11-38-280-016 & 017 to the **PLACE OF BEGINNING**;

thence S61°57'49"W 28.80 feet; thence S79°25'06"W 46.43 feet; thence N03°49'28"E 339.49 feet;

thence N84°43'51"W 23.25 feet; thence S05°16'09"W 5.00 feet; thence N84°43'51"W 190.71 feet;

thence S63°56'15"W 23.08 feet to the East line of Seaver Drive (86-foot wide Right-of-Way); thence

Northerly 22.89 feet along the arc of a 1043-foot radius curve to the left, through a central angle of

01°15'27" and having a chord bearing N03°02'18"E 22.89 feet; thence N63°56'15"E 36.79 feet;

thence S84°43'51"E 179.89 feet; thence S05°16'09"W 5.00 feet; thence S84°43'51"E 33.11 feet;

thence S83°29'07"E 48.90 feet; thence S05°16'09"W 20.00 feet along (in-part) said common line of

Parcel No's K-11-38-280-016 & 017; thence N83°29'07"W 38.75 feet; thence S03°49'28"W 312.97

feet; thence N79°25'06"E 17.57 feet thence N61°57'49"E 32.02 feet to said common line; thence

S10°34'54"E 20.97 feet along said common line of Parcel No's K-11-38-280-016 & 017 to the to the

Place of Beginning. Being a part of the French Claim 681 Town 3 South, Range 7 East, Washtenaw

County, Michigan. Containing 0.357 acres of land, more or less. Subject to and together with all

easements and restrictions of record affecting title to the described above premises.

CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-0533

FAX (810) 227-0460

EMAIL: desine@desineinc.com

2103 PLESS DRIVE

BRIGHTON, MICHIGAN 48114

PREPARED FOR

ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN	
JOB No. 2-11-17-224256	DATE 11/01/23
DWG No. 224256-ESMTS	DRAWN LMC CHECKED TRP

**Prepared By, Recording Requested By
And When Recorded Mail To:**

Kayne Law Group
612 Park St.
Suite 100
Columbus, Ohio 43215
Attn: Jacob Worrel, Esq.

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT

This EASEMENT (this "**Easement**"), made this ____ day of _____, 2024, by **ALDI INC. (MICHIGAN)**, a Michigan corporation, whose address is 2625 North Stockbridge Road, Webberville, MI 48892, Attn: Director of Real Estate ("**Grantor**"), for the benefit of **THE CHARTER TOWNSHIP OF YPSILANTI**, a Michigan charter township, whose address is 7200 S. Huron River Drive, Ypsilanti, MI 48197, Attn: Heather Jarrell Roe, Township Clerk ("**Grantee**").

BACKGROUND INFORMATION

WHEREAS, Grantor owns that certain real property described on Exhibit A attached hereto (the "**Property**").

WHEREAS, Grantee seeks to use a certain portion of the Property for purposes of a public sidewalk, a bike path, a public art pad and other appurtenances thereto.

WHEREAS, Grantor has elected to grant an easement over a portion of the Property, subject to the terms and conditions contained herein.

STATEMENT OF AGREEMENT

For and in consideration of Ten (\$10.00) Dollars, the receipt of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee the following:

1. A perpetual sidewalk easement over, upon, across, in, through and under that certain portion of the Property described on Exhibit B attached hereto (the "**Sidewalk Easement Area**"), for the purpose of using, replacing, repairing, and maintaining a public pedestrian sidewalk within the Sidewalk Easement Area;
2. A perpetual bike path easement over, upon, across, in, through and under that certain portion of the Property described on Exhibit B attached hereto (the "**Bike Path Easement Area**"), for the purpose of using, replacing, repairing, and maintaining a public bike path within the Bike Path Easement Area; and

3. A perpetual public art pad easement over, upon, across, in, through and under that certain portion of the Property described on Exhibit C attached hereto (the “**Art Pad Easement Area**”), for the purpose of installing, replacing, repairing, and maintaining a public art pad within the Art Pad Easement Area, which such easement shall be subject to the following terms and conditions:
- (i) no artwork and/or art installation within the Art Pad Easement Area may be taller than 6 feet above grade in height;
 - (ii) any such art should be designed and constructed using high quality materials that are designed to withstand the outdoor elements and retain a visually appealing appearance;
 - (iii) the subject matter of any such art must be wholesome and shall not (a) be of a political or social nature, and/or culturally, religiously, and/or racially divisive and/or insensitive; (b) contain any elements that a reasonable person might find to be disreputable, offensive and/or immoral; and/or (c) contain any graphic elements (which shall include, without limitation, nudity or violence); and
 - (iv) nowhere within the Art Pad Easement Area should be displayed the name(s) or logo(s) of any business(es) that engage in the sale of groceries or items that are normally found at a grocery store.

Collectively, the Sidewalk Easement Area, Bike Path Easement Area, and Art Pad Easement Area are sometimes referred to as “**Easement Areas**.”

Notwithstanding anything to the contrary contained in this Easement, Grantee shall at no time (i) block access or visibility to the Property, (ii) obstruct or interfere with the business operations on the Property, or (iii) store construction vehicles or materials on the Property outside of the Easement Areas. Further, Grantor shall have the right relocate the Easement Areas, at Grantor’s sole cost and expense, upon receipt of Grantee’s written consent, not to be unreasonably withheld, conditioned, or delayed. Grantee shall, at its sole cost and expense, install, repair, replace and maintain the Easement Areas and all appurtenances and improvements thereto, in a first-class condition. The Easement Areas and/or other portions of the Property so disturbed by reason of the exercise of any of the foregoing powers, rights and privileges, shall be promptly and reasonably restored to its prior condition by Grantee at Grantee’s sole cost and expense. This Easement and the rights and obligations contained herein shall run with the Property and shall be binding upon and inure to the benefit of the Grantor and Grantee, and each of their heirs, representatives, successors and assigns.

Further, Grantee will indemnify, defend and hold harmless Grantor from and against any and all costs, expenses, claims, suits, causes of action, liabilities, losses, fines, penalties, charges, judgments, injuries and damages, including, without limitation, reasonable attorney’s fees and costs (“**Claims**”) resulting from, related to or arising out of third party claims with respect to an incident which occurred as a result of the exercise of any of Grantee’s rights under this Easement and which resulted in personal injury or property damage unless resulting from the negligent, grossly negligent or intentional act or omission of Grantor. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the Charter Township of Ypsilanti.

Grantee, by its exercise of any of its rights contained in this Easement, shall be deemed to have agreed to the terms and conditions set forth in this Easement.

EXHIBIT A
Legal Description of the Property

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);

thence S05°16'09"W 507.79 feet along the West line of said Whittaker Road a.k.a. Huron Street to the **PLACE OF BEGINNING**;

thence continuing the following two courses along the West line of said Huron Street:

1) S05°16'09"W 169.41 feet and

2) S08°19'20"W 132.10 feet to the North line of Brinker Way (86-foot wide Right-of-Way);

thence the following three courses along the North line of said Brinker Way:

1) N81°19'20"W 40.85 feet (*recorded as 40.78 feet*),

2) Westerly 98.49 feet along the arc of a 293.00-foot radius curve to the left, through a central angle of 19°15'34" and having a chord bearing S89°02'53"W 98.03 feet and

3) S79°25'06"W 180.71 feet;

thence N10°34'54"W 78.66 feet;

thence Northerly 46.75 feet along the arc of a 169.00-foot radius curve to the right, through a central angle of 15°51'03" and having a chord bearing N02°39'23"W 46.60 feet;

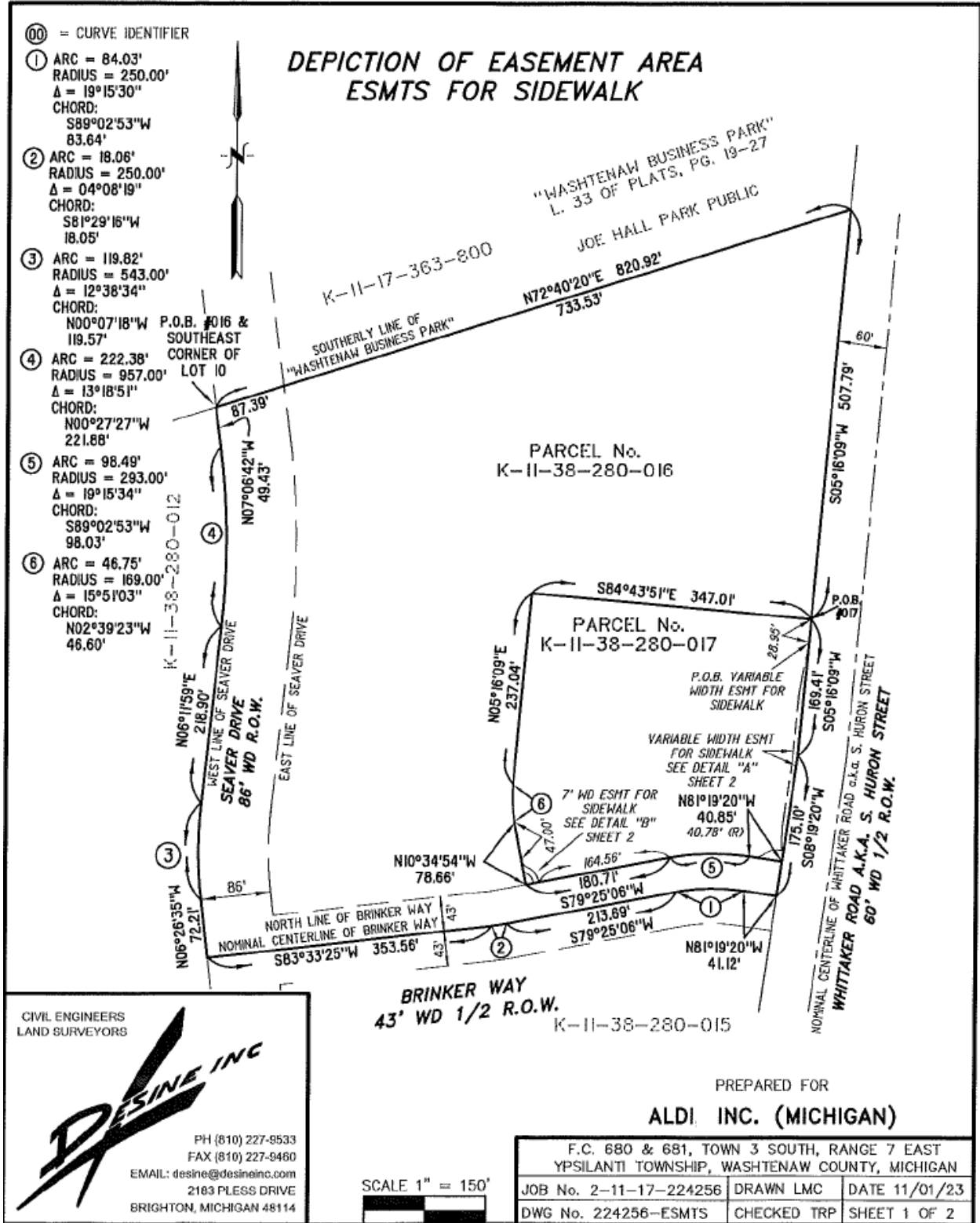
thence N05°16'09"E 237.04 feet;

thence S84°43'51"E 347.01 feet to a point on West line of said Whittaker Road a.k.a. Huron Street and the Place of Beginning.

Being a part of the French Claim 681 Town 3 South, Range 7 East, Washtenaw County, Michigan. Containing 2.524 acres of land, more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

Refer to the current policy for title insurance for proof of ownership and all encumbrances affecting title to the described above parcel.

EXHIBIT B
Legal Description of the Sidewalk Easement Area



CIVIL ENGINEERS
LAND SURVEYORS

PH (810) 227-8533
 FAX (810) 227-9460
 EMAIL: desine@desineinc.com
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

SCALE 1" = 150'

PREPARED FOR
ALDI, INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DRAWN LMC	DATE 11/01/23
DWG No. 224256-ESMTS	CHECKED TRP	SHEET 1 OF 2

DEPICTION OF EASEMENT AREA DETAILS "A" & "B" FOR SIDEWALK



DETAIL "B"

①① = CURVE IDENTIFIER

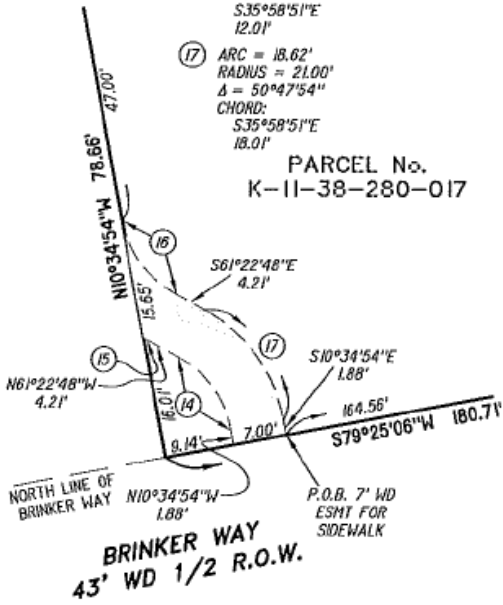
①④ ARC = 12.41'
RADIUS = 14.00'
 $\Delta = 50^\circ 47' 54''$
CHORD:
N35°58'51"W
12.01'

①⑤ ARC = 0.96'
RADIUS = 21.00'
 $\Delta = 02^\circ 36' 31''$
CHORD:
N60°04'32"W
0.96'

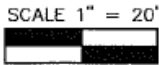
①⑥ ARC = 12.41'
RADIUS = 14.00'
 $\Delta = 50^\circ 47' 54''$
CHORD:
S35°58'51"E
12.01'

①⑦ ARC = 18.62'
RADIUS = 21.00'
 $\Delta = 50^\circ 47' 54''$
CHORD:
S35°58'51"E
18.01'

PARCEL No.
K-11-38-280-017



BRINKER WAY
43' WD 1/2 R.O.W.



CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-9533
FAX (810) 227-9460
EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

DETAIL "A"

①① = CURVE IDENTIFIER

①⑨ ARC = 14.13'
RADIUS = 19.00'
 $\Delta = 42^\circ 36' 10''$
CHORD:
N77°22'35"E
13.80'

①⑩ ARC = 13.38'
RADIUS = 18.00'
 $\Delta = 42^\circ 36' 10''$
CHORD:
N77°22'35"E
13.08'

①⑪ ARC = 28.11'
RADIUS = 211.00'
 $\Delta = 07^\circ 38' 03''$
CHORD:
N04°30'18"E
28.09'

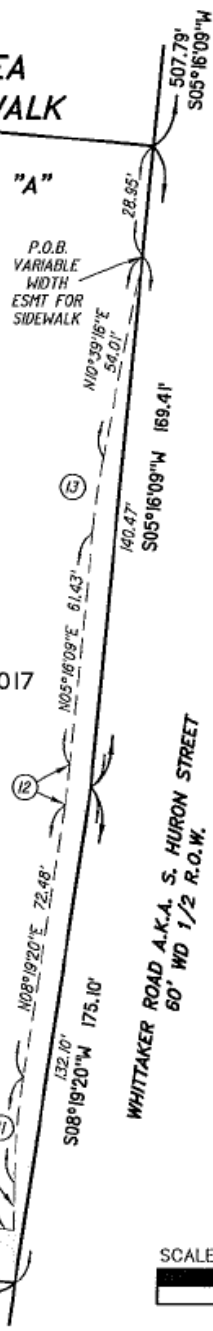
PARCEL No.
K-11-38-280-017

①⑫ ARC = 10.60'
RADIUS = 199.00'
 $\Delta = 03^\circ 03' 11''$
CHORD:
N06°47'45"E
10.60'

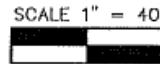
①⑬ ARC = 19.83'
RADIUS = 211.00'
 $\Delta = 05^\circ 23' 07''$
CHORD:
N07°57'43"E
19.82'

N00°41'17"E
12.42'
S81°19'20"E
4.38'
N56°04'30"E
5.95'
POINT "A"
4.48'
40.85'
N81°19'20"W
40.78' (R)

P.O.B.
VARIABLE
WIDTH
ESMT FOR
SIDEWALK



WHITTAKER ROAD A.K.A. S. HURON STREET
60' WD 1/2 R.O.W.



PREPARED FOR

ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DRAWN LMC	DATE 11/01/23
DWG No. 224256-ESMTS	CHECKED TRP	SHEET 2 OF 2

LEGAL DESCRIPTION OF EASEMENT AREA

PROPOSED EASEMENTS FOR SIDEWALK

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

A variable width easement for Sidewalk, being a part of the French Claim 681, Town 3 South, Range 7 East, Washtenaw County, Michigan, more particularly described as follows:
Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);
thence S05°16'09"W 536.74 feet along the West line of said Whittaker Road a.k.a. Huron Street to the **PLACE OF BEGINNING**;

thence continuing the following two courses along the West line of said Huron Street:

1) S05°16'09"W 140.47 feet and

2) S08°19'20"W 132.10 feet to the North line of Brinker Way (86-foot wide Right-of-Way);

thence N81°19'20"W 36.37 feet along the North line of said Brinker Way to Point "A;"
thence Northeasterly 14.13 feet along the arc of a 19-foot radius curve to the left, through a central angle of 42°36'10" and having a chord bearing N77°22'35"E 13.80 feet;
thence N56°04'30"E 5.95 feet;
thence Northeasterly 13.38 feet along the arc of a 18-foot radius curve to the right, through a central angle of 42°36'10" and having a chord bearing N77°22'35"E 13.08 feet;
thence S81°19'20"E 4.38 feet;
thence N00°41'17"E 12.42 feet;
thence Northerly 28.11 feet along the arc of a 211-foot radius curve to right, through a central angle of 07°38'03" and having a chord bearing N04°30'18"E 28.09 feet;
thence N08°19'20"E 72.48 feet;
thence Northerly 10.60 feet along the arc of a 199-foot radius curve to the left, through a central angle of 03°03'11" and having a chord bearing N06°47'45"E 10.60 feet;
thence N05°16'09"E 61.43 feet;
thence Northerly 19.83 feet along the arc of 211-foot radius curve to the right, through a central angle of 05°23'07" and having a chord bearing N07°57'43"E 19.82 feet;
thence N10°39'16"E 54.01 feet to a point on West line of said Whittaker Road a.k.a. Huron Street

Sidewalk Easement description continues...

CIVIL ENGINEERS
LAND SURVEYORS



PH (810) 227-9533
FAX (810) 227-9460

EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR

ALDI INC (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DRAWN LMC	DATE 11/01/23
DWG No. 224256-ESMTS	CHECKED TRP	SHEET 1 OF 2

LEGAL DESCRIPTION OF EASEMENT AREA

Continuing Sidewalk Easement Description...

and the Place of Beginning;

ALSO A 7-foot wide easement for Sidewalk, more particularly described as follows:

Commencing at aforementioned Point "A;"

thence along the North line of said Brinker Way the following three courses:

- 1) N81°19'20"W 4.48 feet,
- 2) Westerly 98.49 feet along the arc of a 293.00-foot radius curve to the left, through a central angle of 19°15'34" and having a chord bearing S89°02'53"W 98.03 feet and
- 3) S79°25'06"W 164.56 feet to the **PLACE OF BEGINNING**;

thence continuing along said North line of Brinker Way S79°25'06"W 7.00 feet;

thence N10°34'54"W 1.88 feet;

thence Northwesterly 12.41 feet along the arc of a 14-foot radius curve to the left, through a central angle of 50°47'54" and having a chord bearing N35°58'51"W 12.01 feet;

thence N61°22'48"W 4.21 feet;

thence Northwesterly 0.96 feet along the arc of a 21-foot radius curve to the right, through a central angle of 02°36'31" and having a chord bearing N60°04'32"W 0.96 feet to the common line of Parcel No's K-11-38-280-016 & 017;

thence N10°34'54"W 15.65 feet along said common line;

thence Southeasterly 12.41 feet along the arc of a 14-foot radius curve to the left, through a central angle of 50°47'54" and having a chord bearing S35°58'51"E 12.01 feet;

thence S61°22'48"E 4.21 feet;

thence Southeasterly 18.62 feet along the arc of a 21-foot radius curve to the right, through a central angle of 50°47'54" and having a chord bearing S35°58'51"E 18.01 feet;

thence S10°34'54"E 1.88 feet to the Place of Beginning.

Being a part of the French Claim 681 Town 3 South, Range 7 East, Washtenaw County, Michigan.

Containing 0.041 acres of land (total), more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

CIVIL ENGINEERS
LAND SURVEYORS



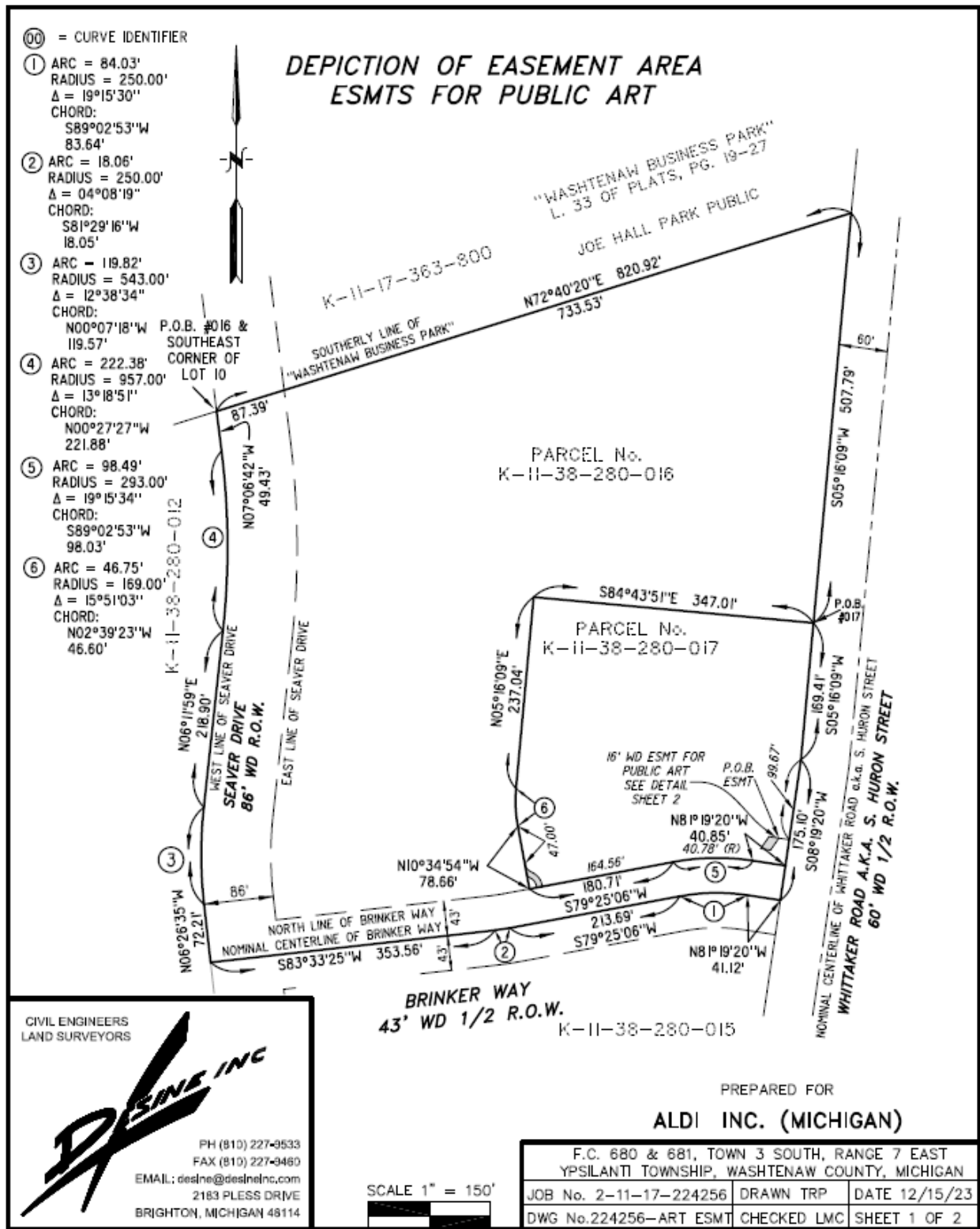
PH (810) 227-8533
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EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR

ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DRAWN LMC	DATE 11/01/23
DWG No. 224256-ESMTS	CHECKED TRP	SHEET 2 OF 2

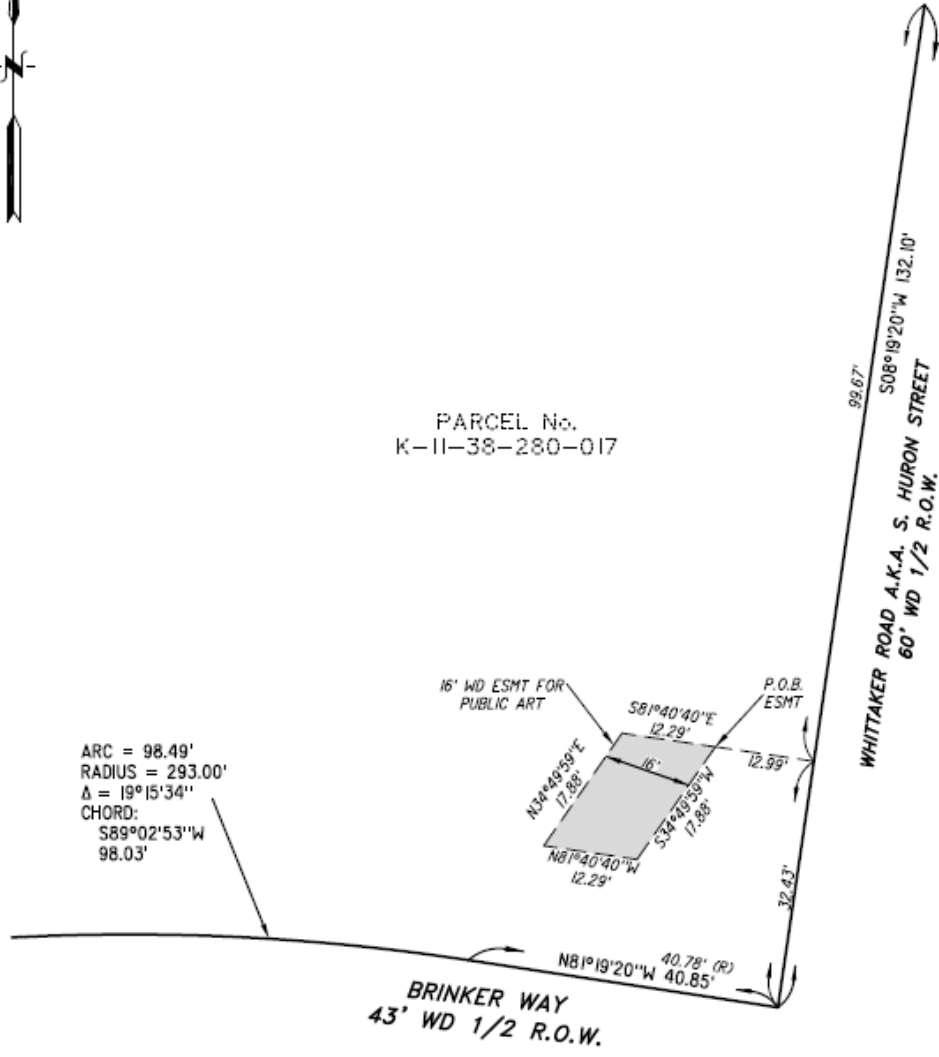
EXHIBIT C
Legal Description of the Public Art Easement Area



DEPICTION OF EASEMENT AREA DETAIL



PARCEL No.
K-11-38-280-017



ARC = 98.49'
RADIUS = 293.00'
 $\Delta = 19^{\circ}15'34''$
CHORD:
S89°02'53\"W
98.03'

SCALE 1" = 20'

CIVIL ENGINEERS
LAND SURVEYORS



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F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DRAWN TRP	DATE 12/15/23
DWG No. 224256-ART ESMT	CHECKED LMC	SHEET 2 OF 2

LEGAL DESCRIPTION OF EASEMENT AREA

PROPOSED EASEMENT FOR PUBLIC ART

Land situated in the Township of Ypsilanti, County of Washtenaw, Michigan, more particularly described as:

A 16-foot wide easement for Public Art, being a part of the French Claim 681, Town 3 South, Range 7 East, Washtenaw County, Michigan, more particularly described as follows:
Commencing at the Southeast Corner of Lot 10 of "Washtenaw Business Park," part of French Claim 680 & 681, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, according to the plat thereof, as recorded in Liber 33 of Plats, Pages 19 through 27, inclusive, Washtenaw County Records;

thence N72°40'20"E 820.92 feet along the South line of said "Washtenaw Business Park" to the West line of Whittaker Road a.k.a. South Huron Street (60-foot wide 1/2 Right-of-Way);

thence the following two courses along the West line of said Huron Street:

1) S05°16'09"W 677.20 feet and

2) S08°19'20"W 99.67 feet;

thence N81°40'40"W 12.99 feet to the PLACE OF BEGINNING;

thence S34°49'59"W 17.88 feet;

thence N81°40'40"W 12.29 feet;

thence N34°49'59"E 17.88 feet;

thence S81°40'40"E 12.29 feet to the Place of Beginning.

Being a part of the French Claim 681 Town 3 South, Range 7 East, Washtenaw County, Michigan.

Containing 0.004 acres of land, more or less. Subject to and together with all easements and restrictions of record affecting title to the described above premises.

CIVIL ENGINEERS
LAND SURVEYORS



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FAX (810) 227-9460
EMAIL: des@desine.com
2163 FLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR

ALDI INC. (MICHIGAN)

F.C. 680 & 681, TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN		
JOB No. 2-11-17-224256	DRAWN TRP	DATE 12/15/23
DWG No. 224256-ART ESMT	CHECKED LMC	SHEET 1 OF 1

Charter Township of Ypsilanti

RESOLUTION NO. 2024-01 OWNERS DAM SAFETY PROGRAM (ODSP)

WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, currently holding a license with the Federal Energy Regulatory Commission (FERC) to operate the Ford Lake Hydroelectric Project (Project) #5334, and

WHEREAS, the FERC requires the Charter Township of Ypsilanti to develop, implement, fund and continue to support the ODSP, per the FERC guideline, for the Project until such time that the Charter Township of Ypsilanti releases ownership or the Project is no longer under the jurisdiction of the FERC, and

WHEREAS, the ODSP document clearly defines the responsibility for the Charter Township of Ypsilanti and its employees, and consultants, and

WHEREAS, the purpose of this Resolution is not new to the Charter Township of Ypsilanti, but rather a re-dedication to dam safety and the responsibilities that come with owning the Project, and

WHEREAS, by the action of this document, the Charter Township of Ypsilanti is showing the commitment to the FERC to operate a safe Project, prioritizing safety over any other goals, and

NOW THEREFORE, be it resolved that the Charter Township of Ypsilanti Board of Trustees acknowledges the Owners Dam Safety Program to maintain compliance with the FERC and define the role of Charter Township of Ypsilanti related to the Project.

I, Heather Jarrell 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. 2024-01 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 16, 2024.



Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

Interlocal Agreement

for the

Washtenaw Area Mutual Aid Council

(WAMAC)

This Washtenaw Area Mutual Aid Council Interlocal Agreement (“Agreement”) is entered into, by and among the Charter Township of Ann Arbor, the Charter Township of Augusta, the Charter Township of Green Oak, the Charter Township of Pittsfield, the Charter Township of Superior, the Charter Township of Van Buren, the Charter Township of Ypsilanti, the Chelsea Area Fire Authority, the City of Ann Arbor, the City of Belleville, the City of South Lyon, the City of Ypsilanti, the Village of Clinton, the Dexter Area Fire Department, Clinton Township (Lenawee County), Hamburg Township, Manchester Township, Milan Area Fire Department, Northfield Township, Salem Township, Saline Area Fire Department, Scio Township, and Sumpter Township. The governmental entities who are members to this Agreement may be referred to collectively as the (“Parties”) and individually as a (“Party”)

The governmental entities who are members to this Agreement may be referred to collectively as the (“Parties”) and individually as a (“Party”).

WHEREAS, this Interlocal Agreement is for the governmental units which are Parties hereto to join together to establish the Washtenaw Area Mutual Aid Council for the purposes set forth herein pursuant to and under the authority of the Urban Cooperation Act of 1967, Act 7 of the Public Acts of 1967, as amended; the Intergovernmental Contracts Between Municipal Corporations Act, Act 35 of the Public Acts of 1951, as amended, and the Joint Public Buildings Act, Act 150 of the Public Acts of 1923, as amended.

IT IS AGREED AS FOLLOWS:

ARTICLE I - PURPOSE

The purpose of this Agreement is to establish the Washtenaw Area Mutual Aid Council (“WAMAC” or “the Council” herein) to meet the needs of all Washtenaw County and nearby fire departments and provide for the purchase and ownership of equipment, property, buildings, and apparatus, payment of obligations and the hiring of necessary staff. The activities and services to be provided shall include, but are not limited to, the joint ownership and operation of equipment, and the standardization of policies amongst the governmental units, which are parties hereto, which policies will afford and promote

effective fire and rescue services within the governmental entities which are parties to this agreement.

Additionally, WAMAC shall oversee and be responsible for a Technical Rescue Team, a Swift Water Rescue Team and any future specialized county fire rescue team (collectively, "Technical Response" team or teams) that is made up of shared public resources and which are public safety first responders. WAMAC can and may collect fees and donations to support specialized teams, conduct training and sponsor events, and will act as the fiduciary for the specialized teams, related training, and sponsoring fire events.

The mission of the Technical Response teams is to provide the citizens of Washtenaw County and of Southeastern Michigan with advanced technical rescue response. These teams expand and enhance the capabilities of fire-rescue response for confined space rescue, high angle rescue, and urban search and rescue when deployed to natural and manmade disasters.

ARTICLE II - WASHTENAW AREA MUTUAL AID COUNCIL

Section 1. Creation of the Washtenaw Area Mutual Aid Council

Upon the signing of this Agreement by the Parties and the filing of it with the Monroe, Oakland, Lenawee, Jackson, Wayne, Washtenaw and Livingston County Clerks and the Secretary of State, the Washtenaw Area Mutual Aid Council is created and is established as a separate public corporation pursuant to the statutory authority cited herein, with the powers, functions and duties provided in this Agreement and by law.

Section 2. Name

The name of the entity shall be the Washtenaw Area Mutual Aid Council ("WAMAC"). The Council may recommend a new name. Upon approval of a new name, the Parties shall enter into a written Amendment of this Agreement and file it with the Secretary of State, and with the Monroe, Oakland, Lenawee, Jackson, Wayne, Washtenaw, and Livingston County Clerks, which filing shall have the effect of changing the name of the entity.

Section 3. Composition of Council

- A. The Council shall be composed of one representative from each of the Parties who shall be referred to as members, or singularly as a member.
- B. Each Party shall appoint their respective Fire Chiefs or a designee who shall serve at the pleasure of their respective Party and may be removed by resolution of their

respective Party at any time, with or without cause. Fire Chiefs or designees may not serve on WAMAC beyond their terms of employment with their respective Party.

- C. Any vacancy on the Council arising for any reason shall be filled by appointment by the respective Party within sixty (60) days of the vacancy, to serve for the remainder of the unexpired term. An Interim Fire Chief may fill a vacancy until a permanent Fire Chief is selected. In the event that a Party does not have an Interim Fire Chief available to fill the vacancy, the Party may appoint a designee to attend meetings and cast votes on behalf of the Party until the Party's Fire Chief vacancy is filled.
- D. Members of the Council shall not be paid by the Council for attending meetings or performing duties of the Council.
- E. A new Party may join WAMAC upon approval of a Resolution by the prospective Party's governing body, affirmative approval by a majority the Washtenaw Area Mutual Aid Council Parties, and the approval of an amendment to the Agreement by each of the then existing Parties.

Section 4. Officers

- A. The Council shall elect at its first meeting of each year, from its membership, a President, Vice President, Treasurer, and Secretary, who shall hold office for terms of two (2) years, and until a successor is elected, or until resignation or removal. The terms shall be staggered so that the President and Treasurer shall be elected at the same time, and then the Vice President and Secretary will be elected the next year. Initially, the Vice President and Secretary shall serve a one (1) year term.
- B. Vacancies in any office shall be filled by the Council within sixty (60) days of the vacancy. The officer filling the vacancy shall serve for the remainder of the unexpired term.
- C. The President shall preside at all meetings of the Council and shall have all privileges and duties of a Member of the Council. The Vice President shall preside at all meetings of the Council at which the President is absent. The Treasurer shall have those powers and duties set forth in Article V, Section 3 and 4 hereof. The Secretary shall keep or cause to be made, all non-financial records, reports and minutes required by this Agreement.
- D. Any documents (other than checks which are signed by the Treasurer) requiring a signature on behalf of the Council shall be co-signed by the President and Secretary. In the event the President is unable to sign the Vice President may do so. In the event the Secretary is unavailable, the Council may appoint a temporary secretary solely for the purpose of signing a specified document.

Section 5. Meetings

- A. The Council shall meet at least once every quarter and shall at its first meeting of each year establish a regular meeting schedule which shall be posted at the offices of the Parties. Meetings shall be held in compliance with the Open Meetings Act, MCL 15.261 *et seq.*, including notice and posting requirements. Meetings shall be held in compliance with the Open Meetings Act (MCL 15.261 *et seq.*). Meetings may be held by electronic means only when permitted by law.
- B. Special meetings of the Council may be called by the President, or in the absence of the President, by the Vice President.
- C. Each Council Member shall receive five (5) days written notice of all regular meetings and two (2) days written notice of all special meetings. Written notice of meetings may be provided electronically via email. All notices of all meetings shall be posted as required by the Michigan Open Meetings Act. If WAMAC maintains an official website, it shall post the public notices on its homepage or on a page dedicated to public notices. If WAMAC does not have an office, it must also send a notice to the Clerk of each County listed in Article III Section 1, with a request for the Clerk to post the notice in their office.
- D. All meetings of the Council shall in every respect, conform with the requirements of the Open Meetings Act, Act 267 of 1976, as amended.

Section 6. Quorum

In order to conduct business, a quorum must be present which shall consist of a majority of the Council.

Section 7. Voting

Except when a larger majority is required by law, once a quorum has been established, a majority vote of the members present shall be necessary for the Council to take any official action at a regular or special meeting. A two-thirds vote of all members (except in the case of a vote to include a new Party which requires affirmative approval by a majority of the Parties) is required to amend this Agreement or its bylaws, or to terminate a Party's membership.

Section 8. Minutes and Freedom of Information Act

Complete written minutes of all Council meetings shall be kept in compliance with the applicable provisions of the Michigan Open Meetings Act, copies of which shall be sent to all members of Council and to the Clerk of each of the Parties, as soon as reasonably possible following a Council meeting. Except as otherwise provided by law,

records of the Council's performance of its official functions shall be made available to the public in compliance with the Michigan Freedom of Information Act, 1976 P.A. 442.

Section 9. Rules

Robert's Rules of Orders, when not in conflict with this Agreement or any rules the Council may adopt, shall govern all meetings.

Section 10. Registered Office

The registered office of the Council shall be the office of the Washtenaw Area Mutual Aid Council, care of City of Ann Arbor Fire Department, 111 North Fifth Ave, Ann Arbor, MI 48104. The Council may designate another location as the registered office.

Section 11. Privileges and Immunity from Liability

All of the privileges and immunities from liability, and exemptions from law, ordinances and rules, which apply to the activity of officers, representatives, members, agents and employees of the parties hereto shall apply to the same degree and extent to the performance of such functions and duties of such officers, representatives, members, agents and employees of the Council under this Agreement.

ARTICLE III – EQUIPMENT APPARATUS AND FUNDS

The Parties agree that the equipment and apparatus described in Exhibit A shall be transferred to and/or otherwise acquired from the Washtenaw Area Mutual Aid Association (“WAMAA”) and will be owned and held in the name of WAMAC. The location for the equipment and apparatus is as shown on Exhibit A. The Parties also agree that the funds and assets currently being held by WAMAA will be transferred to WAMAC.

ARTICLE IV - POWERS

Section 1. General Powers

The Council shall have the following powers, authority and obligations:

- A. Subject to the approval of two-thirds the governing bodies of each of the Parties, WAMAC may purchase, lease, construct, own, receive, exercise right of dominion over and hold in its own name real property, including land, buildings and appurtenances for the express purposes provided in Article I.
- B. Subject to the approval of the governing bodies of each of the Parties, contract with other governmental entities and public agencies, and with private persons or organizations, as appropriate, to carry out Council functions or fulfill Council obligations. Approval of the governing bodies of the parties hereto shall not be required when the contract involves less than \$50,000.00 in expenditures, or is an employment contract, or is for a purchase authorized in an approved budget, as provided herein, and unless said contract approval is required by law by the Parties' governing bodies.
- C. Hire and employ a business manager and such other personnel as may be determined necessary, who shall serve at the pleasure of the Council, subject to applicable law.
- D. Accept funds, grants, voluntary work, or other assistance, to carry out Council functions and obligations, from any source, public or private, including, but not limited to, local governmental funding of specific projects, state and federal grants and private donations. Any application for grants or other public funding shall be communicated to the parties hereto.
- E. Operate and establish policies and rules governing the use of WAMAC equipment, apparatus and real property (whether owned or leased by WAMAC), and Technical Response Teams and other specialty teams, consistent with State or local law. Policies and rules may also be established for personnel. Policies and rules may also be established for the use of a business manager.
- F. Conduct in its own name training programs for emergency personnel from the Parties, act as a fiduciary of funds for the Washtenaw County Training Committee and fulfill all of the Washtenaw County Training Committee's responsibilities required by the State Fire Marshal.
- G. Conduct and carry out any program, activity or function that advance and directly relate to the purposes expressed in Article I.
- H. Establish mutual aid agreements amongst the Parties for the deployment of equipment and specially trained personnel, and the coordination of the Parties, in response to emergency situations.
- I. Coordinate and collaborate with Parties to improve emergency services by assisting with training and education, promoting best practices and policies, and maintaining close relationships amongst personnel and Parties.

- J. Make and enter into contracts, employ contractors or employees, acquire, construct, manage, maintain, or operate buildings or improvements, hold or dispose of property, incur debts, liabilities, or obligations, cooperate with a public agency or another legal entity created by that public agency under the Urban Cooperation Act, make loans from the proceeds of gifts, grants, assistance, funds, or bequests. Nothing in this provision authorizes Council to issue bonds in the name of WAMAC.
- K. Sue and be sued in its own name.
- L. Provide funding to other organizations that aid first responders.
- M. Enter into contracts with one or more governmental entity to provide personnel, equipment, specialty team resources, and training to respond to disasters, emergencies and serious threats to public health.
- N. Hire employees, retain consultants and provide them with compensation.
- O. Make claims for federal, county or state aid.
- P. Obtain insurance.
- Q. Operate and train a Technical Response Team (TRT), an Urban Search and Rescue (USAR), Swift Water Rescue (SWRT) teams and other specialty teams if needed.

Section 2. Limitations on Authority

The authority of WAMAC shall be limited as follows:

- A. Upon the approval of a budget, the Council may only carry out such programs and expend such funds as approved in the budget for the ensuing year.
- B. The Council shall have no power or authority to levy any type of tax in its own name within the governmental units of the Parties, or to issue any type of bond in its name, or in any way indebted any of the Parties.
- C. The Council may not make policy or commitments for any Party.

Section 3. Insurance

The Council shall obtain policies of insurance, as a part of its budget, for comprehensive liability and property damage, worker's compensation, motor vehicle insurance, the construction and/or operation of any real estate, and other appropriate and necessary purposes. The Council shall have the Parties named as "additional insured", on

the comprehensive general liability insurance policy. The insurance shall, at a minimum, provide the following coverages:

- A. General Liability \$1,000,000 each occurrence / \$3,000,000 annual aggregate.
- B. Management Liability (including employment practices liability, employee benefit liability, management decisions, and cyber liability) \$1,000,000 each wrongful act / \$3,000,000 aggregate.
- C. Automobile Liability for owned, hired, and non-owned autos \$1,000,000 per occurrence.
- D. If WAMAC has direct employees, Workers' Compensation coverage meeting statutory coverage requirements.
- E. Umbrella or Excess Liability extending over the above coverage, in the amount of \$1,000,000 each occurrence.
- F. Coverage for owned vehicles, property and equipment, and crime (employee dishonesty) dependent on what WAMAC owns and/or the amount of money that is handled by WAMAC.

ARTICLE V - FINANCE

Section 1. Fiscal Year

The fiscal year of the Council shall begin on January 1, unless a different fiscal year is approved by a majority vote of the Council.

Section 2. Annual Budget and Membership Dues

- A. Each year the Council shall develop an annual budget in such detail as required by Act 2 of the Public Acts of 1968 of the State of Michigan, which shall include all sums necessary to carry on the programs authorized herein. The following year's budget shall be submitted to the Clerk or the Chairperson (in the case of an Authority), of each of the Parties hereto by September 1 of each year. The Parties may recommend modifications to the budget through their appointed Council members by **October 1**. If modifications are received by that deadline, the Council will address the requested modifications and may present a final budget with revisions, if any, to the Parties by **November 1**. No later than December 15 of each year, the governing bodies of each of the Parties shall review and approve the budget as presented. That budget will become the Council's on approval by the Parties' governing boards. Failure to timely approve the budget will be considered notice of termination as required by Article VI, Section 2. A.
- B. The Parties shall participate in the ongoing funding of the Council and its programs and activities, through a membership fee as outlined on the attached Exhibit B.

Membership fees and the membership fee structure will be adopted annually as a part of the budget.

- C. Each of the Parties shall pay the membership dues specified in Article V by December 31 of each budget year. In the event that a Party disagrees with the amount established by Council for their membership dues, the Party shall request a meeting with the President of Council by July 1 of the budget year in dispute to attempt to resolve the dispute. If the Party and the President are unable to resolve the matter, the Party may request to terminate their participation, or the Council may consider removal of the Party as provided in Article VI.

Section 3. Treasurer

The Treasurer of WAMAC shall have the responsibility of custody, and control of all funds of the Council. Surplus funds, grants, and gifts shall be held and invested by the Treasurer in compliance with the financial policy adopted by Council. The Treasurer shall make or cause to be made, a full and complete financial report to the Council and to the governing bodies of each of the parties hereto, of the Council's financial transactions at the end of each fiscal year. Such report shall include an independent audit of all receipts and disbursements by a Certified Public Accountant, according to the appropriate audit for WAMAC.

Section 4. Administration

- A. The Treasurer shall administer the financial aspects of WAMAC. All expenditures shall be approved by the Council pursuant to the budget approved by the Parties and paid by the Treasurer according to the methods and procedures established by the Council. The Council shall approve the receipt of gifts, grants, and assistance funds that are to be used for the purposes set forth herein.
- B. WAMAC is established herein as an independent corporate entity, separate and distinct from the Parties hereto. It may have its own employees, who shall not be employees of any of the Parties hereto. Any acts done by any of the Parties in assistance or in cooperation with the Council shall not have any effect upon, nor change the status of the Council, nor create any legal responsibility by any of the Parties hereto for the acts or obligations of the Council.
- C. **Compliance with Tax Requirements:** The Council shall be responsible for compliance with all applicable state and federal tax requirements and other applicable legal filing requirements.

ARTICLE VI - ON-GOING RESPONSIBILITIES & DISSOLUTION

Section 1. Participation and Duration

This Agreement commences on the Effective Date and continues on an indefinite basis until terminated as provided below. The Parties agree that they will participate in the activities and programs of WAMAC and provide payment of membership fees on an on-going basis unless or until terminated in accordance with this Agreement, in order to finance and provide for the purchase and ownership of equipment and apparatus, payment of obligations and the hiring of necessary staff, and conducting activities and services to operate, equip and maintain the Council.

Section 2. Termination of Participation

- A. A Party may only terminate their membership by giving ninety (90) days written notice to the Council and the governing bodies of the Parties, no later than May 1 of any year in which such termination shall be effective. If notice of termination is given, that Party shall remain liable for all obligations incurred by it pursuant to this Agreement, prior to the actual termination and according to the budget approved for that fiscal year.
- B. A Party may be removed from participating in the Agreement upon a vote of two-thirds of the Council and subsequent amendment to the Agreement. If a Party is removed from participation, that Party shall remain liable for all obligations incurred by it pursuant to this Agreement, prior to the actual removal and according to the budget approved for that fiscal year.
- C. In the event of a Party terminating their membership or being removed from membership, the Party shall have no interest, claim or right to any asset, real or personal, of WAMAC.

Section 3. Dissolution

- A. **Termination.** This Agreement shall continue until terminated by the first of the following to occur:
 - 1. The Parties to the Agreement total fewer than fifteen (15); or,
 - 2. A two-thirds vote in favor of termination by the Council.
- B. **Dissolution.** The Council may be dissolved by adoption of a resolution by a majority of the existing members of the Council along with the approval of a plan for the distribution of the Council's assets and surplus funds. Any surplus funds, after paying all bills and division of assets, shall be divided among the Parties according to the proportionate share of contribution made by a Party for the prior

three years. The proposal to dissolve and plan of distribution of assets, including surplus funds, must be provided to the governing body of each Party at least ten (10) days prior to the Council vote on the plan. If the Parties do not agree on the plan to distribute assets, they may choose arbitration. If the Parties do not choose arbitration and cannot agree how to distribute the assets, the Council shall dispose of the assets by public action and deduct the cost of the action prior to any distribution. If dissolution is approved, the Council must comply with all state and federal requirements for dissolution.

ARTICLE VII - MISCELLANEOUS PROVISIONS

Section 1. Amendments

Amendments to this Agreement, other than to add a new Party or as otherwise provided in this Agreement, may be made upon approval of 2/3 vote of the Members of the Council and the approval of 2/3 of the Parties, and shall be approved, processed, and filed as described in Article II, Section 1 and Article VII, Sections 3 and 4.

Section 2. Applicable Laws

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

Section 3. State Approval

As soon as reasonably practicable after the effective date of this Agreement, this Agreement shall be officially submitted to the office of the Governor for approval pursuant to the Urban Cooperation Act of 1967.

Section 4. Effective Date

This Agreement shall be in full force and effect and WAMAC shall be considered as established as an operating public corporation on the date this Agreement was signed by all Parties and filed with the Secretary of State and with the Monroe, Washtenaw, Jackson, Oakland, Lenawee, Wayne and Livingston County Clerks.

Section 5. Duration

This Agreement shall remain in effect and continue on an indefinite basis and shall only be terminated according to the terms hereof.

Section 6. Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties and the residents of each of the Parties and shall supersede all prior agreements and understandings among the Parties relative to the subject matter.

Section 7. Severability

If any provision of this Agreement, or its application to any person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected but will be enforced to the extent permitted by law.

Section 8. No Waiver of Governmental Immunity

The Parties agree that no provision of the Agreement is intended, nor shall be construed, as a waiver by any Party of any governmental immunity as provided by the Urban Cooperation Act or otherwise under law.

Section 9. Entire Agreement

This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

Section 10. Captions

The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

Section 11. Jurisdiction and Venue

In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan, with original jurisdiction and venue vested in the Washtenaw County Circuit Court.

Section 12. Recitals

The Recitals shall be considered an integral part of this Agreement.

Section 13. Counterpart Signatures

This Agreement may be signed by counterpart. The counterparts taken together shall constitute one (1) Agreement.

The **Charter Township of Ann Arbor**, a Michigan municipal corporation located at 1714 Murfin Ave, Ann Arbor, MI 48105, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Ann Arbor

By: _____
Diane O'Connell, Supervisor

By: _____
Rena Basch, Clerk

The **Charter Township of Augusta**, a Michigan municipal corporation located at 7530 Talladay Rd, Milan, MI 48160, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Augusta

By: _____
Brian Shelby, Supervisor

By: _____
Kim Gonczy, Clerk

The **Charter Township of Green Oak**, a Michigan municipal corporation located at 10001 Silver Lake Rd, Brighton, MI 48116, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Green Oak

By: _____
Mark St. Charles, Supervisor

By: _____
Michael H. Sedlak, Clerk

The **Charter Township of Pittsfield**, a Michigan municipal corporation located at 6201 W. Michigan Ave., Ann Arbor, MI 48108-9721, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Pittsfield

By: _____
Mandy Grewal, Supervisor

By: _____
Michelle L. Anzaldi, Clerk

The **Charter Township of Superior**, a Michigan municipal corporation located at 3040 N. Prospect Road, Ypsilanti, Michigan 48198, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Superior

By: _____
Ken Schwartz, Supervisor

By: _____
Lynette Findley, Clerk

The **Charter Township of Van Buren**, a Michigan municipal corporation located at 46425 Tyler Rd, Van Buren Twp, MI 48111, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Van Buren

By: _____
Kevin McNamara, Supervisor

By: _____
Leon Wright, Clerk

The **Charter Township of Ypsilanti**, a Michigan municipal corporation located at 1143 Coleman St, Ypsilanti, MI 48198, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Charter Township of Ypsilanti

By: _____
Brenda Stumbo, Supervisor

By: _____
Heather Jarrell Roe, Clerk

The **Chelsea Area Fire Authority**, a Michigan governmental entity located at 200 W. Middle St, Chelsea, MI 48118, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Chelsea Area Fire Authority

By: _____

Tom Osborne, Chairperson

The **City of Ann Arbor**, a Michigan municipal corporation located at 100 N. 5th Ave, Ann Arbor, MI 48104, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

City of Ann Arbor

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, Clerk

The **City of Belleville**, a Michigan municipal corporation located at 6 Main St Belleville, MI 48111, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

City of Belleville

By: _____
Kerreen Conley, Mayor

By: _____
Michelle Bellingham, Clerk

The **City of South Lyon**, a Michigan municipal corporation located at 335 S. Warren St, South Lyon, MI 48178, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

City of South Lyon

By: _____
Stephen Kennedy, Mayor

By: _____
Lisa Deaton, Clerk

The **City of Ypsilanti**, a Michigan municipal corporation located at 1 South Huron St., Ypsilanti, MI 48197, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

City of Ypsilanti

By: _____
Lois Richardson, Mayor

By: _____
Andrew Hellenga, Clerk

The **Village of Clinton**, a Michigan municipal corporation located at 119 E. Michigan Ave, Clinton, MI 49236, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Village of Clinton

By: _____
Basil Greenleaf, Supervisor

By: _____
Diane Zuker, Clerk

The **Dexter Area Fire Department**, a Michigan governmental entity located at 8140 Main St, Dexter, MI 48130, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Dexter Area Fire Department

By: _____
Shawn Keough, Chairperson

Hamburg Township, a Michigan municipal corporation located at 10405 Merrill Rd, Whitmore Lake, MI 48189, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Hamburg Township

By: _____
Patrick J. Hohl, Supervisor

By: _____
Mike Dolan, Clerk
Mary Kuzner, Clerk

Manchester Township, a Michigan municipal corporation located at 275 S. Macomb, Manchester, MI 48158, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Manchester Township

By: _____
Ronald Milkey, Supervisor

By: _____
Danell Proctor, Clerk

The **Milan Area Fire Department**, a Michigan governmental entity located at 45 Wabash St, Milan, MI 48160, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Milan Area Fire Department

By: _____

Michael Armitage, Board Chairperson

Northfield Township, a Michigan municipal corporation located at 8350 Main St, Whitmore Lake, MI 48189, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Northfield Township

By: _____
Kenneth Dignan III, Supervisor

By: _____
Kathleen Manley, Clerk

By: _____
Mark D. Lloyd, Manager

Salem Township, a Michigan municipal corporation located at 9600 6 Mile Rd, Northville, MI 48168, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Salem Township

By: _____
Gary Wittaker, Supervisor

By: _____
Del Wensley, Clerk

The **Saline Area Fire Department**, a Michigan governmental entity located at 205 E. Michigan Ave, Saline, MI 48176, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Saline Area Fire Department

By: _____
_____, Chairperson

By: _____
Jason Sperle, Fire Chief

Scio Township, a Michigan municipal corporation located at 827 N. Zeeb, Ann Arbor, MI 48103, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Scio Township

By: _____
Will Hathaway, Supervisor

By: _____
Jessica Flintoft, Clerk

By: _____
Joyce Parker, Manager

Sumpter Township, a Michigan municipal corporation located at 23480 Sumpter Rd, Belleville, MI 8111, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Sumpter Township

By: _____
Bryan Huffman, Supervisor

By: _____
Anthony Burdick, Clerk

The **Township of Clinton**, a Michigan municipal corporation located at 172 W. Michigan Ave, Clinton, MI 49236, adopted a Resolution on _____ approving the terms and conditions of the Washtenaw Area Mutual Aid Council Interlocal Agreement.

Township of Clinton

By: _____
Basil Greenleaf, Supervisor

By: _____
Joann Steffens, Clerk

Exhibit A

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: 1/26/2023

	NAME:	Mike Chevrette, Team Director
	ADDRESS:	6227 W. Michigan Ave, Ann Arbor, MI 48108
	PHONE:	(734)368-4922

Insurance company:	Enter Insurance company name here
Insurance company phone:	Enter Insurance company phone number here
Insurance company policy number:	Enter Insurance policy number here
Insurance agent:	Enter Insurance agent name here
Insurance agent phone:	Enter Insurance agent phone number here
Insurance agent address:	Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
1	Cab	QRAE 3 Air Monitor	QRAE 3	M02A008196	Unknown			\$800.00		
2	Cab	Nardalert S3		0-0347				\$2,500.00		
3	Cab	(2) Scott Airpaks	Scott	TC-3CCM-310				\$10,000.00		
4	Driver Side Front Comp.	(2) Hydrofusion	Paratech	2193635-002, 2083660-036				\$2,500.00		
5	Driver Side Front Comp.	(2) Hydrofusion Strut	Paratech	PN22-79HA16				\$3,000.00		
6	Driver Side Front Comp.	Multi-Force Bag	Paratech					\$10,000.00		
7	Driver Side Front Comp.	(8) VSK Kits	Paratech					\$5,000.00		
8	Driver Side Middle Comp.	(4)Gold Struts	Paratech	304				\$5,000.00		
9	Driver Side Middle Comp.	(4)Gold Struts	Paratech	203				\$4,500.00		
10	Driver Side Middle Comp.	(2)Gold Struts	Paratech	812				\$3,000.00		
11	Driver Side Middle Comp.	(5)Gold Struts	Paratech	406				\$6,000.00		
12	Driver Side Middle Comp.	(3)Grey Struts	Paratech	19-24				\$2,000.00		
13	Driver Side Middle Comp.	(2)Gold Strut Extensions	Paratech	235				\$800.00		
14	Driver Side Middle Comp.	(4)Gold Strut Extensions	Paratech	135				\$800.00		
15	Driver Side Middle Comp.	(5) Medium Pressure Airbags	Paratech					\$5,000.00		
16	Driver Side Middle Comp.	(4) SCBA Spare Bottles	Scott	4500				\$4,000.00		
17	Driver Side Rear	Rope Harnesses	Yates					\$2,500.00	(1) Med, (2)Large, (1)XL, (1) Small	
18	Driver Side Rear	Rope Main & Belay	Sterling					\$2,000.00	300' of Main and Belay	
19	Driver Side Rear	Main Line Bag						\$5,000.00	See Pictures	

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?	
20	Driver Side Rear	Belay Line Bag						\$5,000.00	See Pictures		
21	Driver Side Rear	(2) Climbing Bags						\$3,000.00	See Pictures		
22	Rear of Truck	Hand Tools						\$2,000.00	See Pictures		
23	Passenger Side Rear	Saw	36V Dewalt	983076				\$500.00			
24	Passenger Side Rear	Impact Gun	36V Milwaukee	H96AF2112 03043				\$500.00			
25	Passenger Side Rear	(2)Saw	36V Milwaukee	636A610480963, A17E609251834				\$600.00			
26	Passenger Side Rear	Air Chisel	Ajax					\$3,000.00			
27	Passenger Side Rear	Spreader Unit	Hurst	27155500				\$16,000.00			
28	Passenger Side Rear	Cutter Unit	Hurst	272799000				\$16,000.00			
29	Passenger Side Rear	Ram Unit	Hurst					\$12,000.00			
30	Passenger Side Rear	(2) SCBA Spare Bottles	Scott					\$2,000.00			
31	Passenger Side Middle Comp.	(4)Med. Pressure Bag Controllers	Paratech					\$4,000.00			
32	Passenger Side Middle Comp.	(2)Strut Regulators and Controllers	Paratech					\$3,000.00			
33	Passenger Side Middle Comp.	(3)Strut Controller Wye's	Paratech					\$500.00			
34	Passenger Side Middle Comp.	High Pressure Bag Controllers	Paratech					\$2,000.00			
35	Passenger Side Middle Comp.	High Pressure Air Bags	Paratech	09084300, 09075741, 09074064, 09074343, 09073020, 09074500				\$9,000.00			
36	Passenger Side Middle Comp.	(2) SCBA Spare Bottles	Paratech					\$2,000.00			
37	Passenger Side Middle Comp.	TriPod	Paratech					\$1,500.00			
38	Passenger Side Middle Comp.	Swivil Hoist Rings						\$5,000.00			
39	Passenger Side Middle Comp.	Anchor Bolts	Hilti					\$5,000.00			
40	Passenger Side Middle Comp.	(2) Grip Hoist 30' Cable						\$20,000.00			
41	Passenger Side Middle Comp.	Grip Hoist 70' Cable						\$10,000.00			
42	Passenger Side Middle Comp.	Shackles, Master Links, Chain Grabs, Chains						\$5,000.00			
43	Passenger Side Front	(4)CSR SABA Kits						\$20,000.00			
TOTALS	INVENTORY ITEMS: 43						\$0.00	\$222,000.00			

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: **1/26/2023**

	NAME:	Mike Chevrette, Team Director
	ADDRESS:	6227 W. Michigan Ave, Ann Arbor, MI 48108
	PHONE:	(734)368-4922

Insurance company:	Enter Insurance company name here
Insurance company phone:	Enter Insurance company phone number here
Insurance company policy number:	Enter Insurance policy number here
Insurance agent:	Enter Insurance agent name here
Insurance agent phone:	Enter Insurance agent phone number here
Insurance agent address:	Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
4		Hand Tools						\$2,000.00		
5		(2)Nail Guns						\$500.00		
6		Stanley Concrete system	Stanley 35644A	05053111				\$20,000.00		
7		Raker Kit	Paratech					\$25,000.00		
8		(4)Stihl Circular Saw	Stihl					\$1,000.00		
9		Swivel Strut bases	Paratech					\$10,000.00		
10		Strut Regulator, Control, Load Cells	Paratech					\$6,000.00		
#REF!		Chop Saw	Hitachi	C15FB				\$1,000.00		
#REF!		(5)Gold Strut	Paratech	B57				\$25,000.00		
#REF!		(2)Gold Strut	Paratech	812				\$6,000.00		
11		(2)Gold Extension	Paratech	635				\$1,600.00		
12		(12)Grey Struts	Paratech	55-88				\$18,000.00		
13		(8) Trench Panels						\$1,600.00		
14		Aluminum Picks	Task Master					\$2,000.00		
15		(6)Grey Strut Extension	Paratech	36"				\$2,100.00		
TOTALS	INVENTORY ITEMS: 0						\$0.00	\$121,800.00		

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS: **INVENTORY DATE:** 1/26/2023

	NAME:	Mike Chevrette, Team Director
	ADDRESS:	6227 W. Michigan Ave, Ann Arbor, MI 48108
	PHONE:	(734)368-4922

Insurance company:	Enter Insurance company name here
Insurance company phone:	Enter Insurance company phone number here
Insurance company policy number:	Enter Insurance policy number here
Insurance agent:	Enter Insurance agent name here
Insurance agent phone:	Enter Insurance agent phone number here
Insurance agent address:	Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
4		Hand Tools						\$2,000.00		
5		U Channels	Paratech					\$500.00		
6		Strut Bases	Paratech					\$1,000.00		
7		(14)Nailing Blocks	Paratech					\$7,000.00		
8		(4)Raker Junction	Paratech					\$2,000.00		
9		(8)Raker Rail Latch	Paratech					\$2,400.00		
10		(12)Raker Clamps	Paratech					\$6,000.00		
#REF!		(2)B23 Raker Kit	Paratech					\$20,000.00		
#REF!		(12)Waler system	Paratech					\$20,000.00		
#REF!		(5)Gold Strut	Paratech	B57				\$10,000.00		
11		(9)Grey Struts	Paratech	55-87				\$10,000.00		
12		(9)Gold Strut Extension	Paratech	48 Inch				\$1,600.00		
13		(29) Grey Struts	Paratech	24				\$8,700.00		
14		(17)Grey Struts	Paratech	24"-35"				\$17,000.00		
15		(15)Grey Struts	Paratech	36"-58"				\$18,000.00		
16		(22)Grey Strut Extensions	Paratech	36"				\$7,700.00		
17		(4) Duel Strut Controller Kits	Paratech					\$6,000.00		
18		(3)SCBA Bottles	Scott	OP246908, OP247001, OP246970				\$3,000.00		
19		(24)Grey Strut Extensions	Paratech	12"				\$6,000.00		

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
20		Search Camera		SCR21-235				\$2,000.00		
21		(6)Search Camera Batteries						\$1,000.00		
22		Delsar Life Detector	Delsar	LD3-B-0125				\$10,000.00		
23		Generator	Honda EM 5000	EANC1000188				\$1,500.00		
24		Ingersoll-Rand Air Compressor	R188					\$15,000.00		
25		Vac Tubing and Clamps						\$5,000.00		
26		Air knife						\$1,000.00		
27		Grain Bin Tubes						\$500.00		
28		Petrogen Torch						\$1,500.00		
29		Medium Pressure Air Bag	Paratech					\$1,000.00		
30		(8)Trench Panals						\$1,600.00		
31		Search Camera Boring System						\$2,000.00		
32		Stanley Concrete system	Stanley 35644A	05053111				\$20,000.00		
TOTALS		INVENTORY ITEMS: 0					\$0.00	\$211,000.00		

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS: **INVENTORY DATE:** 8/9/2023

	NAME:	Mike Chevrette, Team Director
	ADDRESS:	6227 W. Michigan Ave, Ann Arbor, MI 48108
	PHONE:	(734)368-4922

Insurance company:	Enter Insurance company name here
Insurance company phone:	Enter Insurance company phone number here
Insurance company policy number:	Enter Insurance policy number here
Insurance agent:	Enter Insurance agent name here
Insurance agent phone:	Enter Insurance agent phone number here
Insurance agent address:	Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
4	Driver Side Front Comp.	QRAE 3 Air Monitor	QRAE 3	M02A008196				\$800.00		
5	Driver Side Front Comp.	(4)Scott SCBA Masks	Scott					\$800.00		
6	Driver Side Front Comp.	Portable Radios	Motorola/APX 600 XE	756CSZ3788,756CSZ55 83,756CSZ5582				\$24,000.00		
7		Plastic Stokes Basket						\$1,200.00		
8	Driver Side Middle Comp.	(3) Petzel Helmets	Petzel					\$600.00		
9	Driver Side Middle Comp.	Rope Hardware						\$2,000.00		
10	Driver Side Middle Comp.	Webbing						\$500.00		
11	Driver Side Middle Comp.	(2)Climbing Bags						\$6,000.00		
12	Driver Side Middle Comp.	(2) Aztek Kits						\$2,400.00		
13	Driver Side Middle Comp.	Rope Harnesses	Yates					\$2,500.00	(2)XL,(1)S,(2)M,(1)K9	
14	Driver Side Middle Comp.	Belay Bag						\$5,000.00		
15	Driver Side Middle Comp.	Main Line Bag						\$5,000.00		
16	Driver Side Middle Comp.	Rope	Sterling					\$6,000.00		
17	Driver Side Rear	(4)SCBA Bottles	Scott	OP450833,OP246894,I L798413,OP450349				\$4,000.00		
18	Driver Side Rear	(2)SCBA Air Packs	Scott	115S1631015789, 115S1631010524				\$10,000.00		
19	Driver Side Rear	Confine Space Duct Work and Blower		1003				\$2,000.00		
20	Driver Side Rear	LSP Half Back						\$1,400.00		
21		(4)SCBA Bottles	Scott	OP451042, OP246935, OP247014, OP247717				\$4,000.00		
21	Driver Side Rear	(2)CSR Aircart		SS-83XKF4				\$10,000.00		

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
32	Passenger Side Middle Comp.	(5)SABA Kits						\$25,000.00		
#REF!	Passenger Side Middle Comp.	Communication Set						\$15,000.00		
#REF!	Passenger Side Middle Comp.									
35		Impact Kit	Milwaukee	H96AF211203042				\$500.00		
35		Impact Sockets						\$250.00		
#REF!		Cutoff Grinder	Milwaukee	B96EF210608603				\$200.00		
#REF!		Sawzall	Milwaukee	J66AD210501164				\$300.00		
#REF!		(5) High Pressure Bags	Paratech	2102170, 2102177, 21021359, 2102136, 2102140				\$8,500.00		
#REF!		Lift Bag Multi-Force	Paratech					\$8,600.00		
#REF!		Ram Unit	Hurst	2103075				\$12,000.00		
#REF!		Combi Unit	Hurst	356917-13				\$14,000.00		
#REF!		(2)Hydrofussion	Paratech	2083059-020, 2084788-025				\$2,500.00		
#REF!		Ajax Kit		711-2X				\$2,000.00		
35	Passenger Side Front	Oxygen/Acetylene Torches						\$800.00		
#REF!		Spec Pack						\$2,500.00		
#REF!		Search Camera		SC2731-1240				\$2,000.00		
#REF!		Paratech Monopod Kit	Paratech	796530				\$5,000.00		
#REF!		Search Camera		SL-BAT RS				\$2,000.00		
#REF!		Paratech Strut Control Kit	Paratech					\$3,000.00		
#REF!		(2)VSK Kits	Paratech					\$1,250.00		
#REF!		Gold Strut Extension	Paratech	135				\$800.00		
#REF!		(2)Gold Strut Extension	Paratech	235				\$800.00		
#REF!		(2)Gold Struts	Paratech	48-73				\$2,000.00		
46		(2)Gold Struts	Paratech	304				\$2,500.00		
47		(2)Gold Struts	Paratech	203				\$2,250.00		
48		(2)Gold Struts	Paratech	36-50				\$2,000.00		
49		(4)Gold Struts	Paratech	610				\$6,000.00		
50		(2)Gold Struts	Paratech	406				\$2,400.00		

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?	
51		(2)Gold Strut Extension	Paratech	435				\$1,600.00			
52		(3)Gold Strut Extension	Paratech	24 Inch				\$2,400.00			
53		Gold Strut Extension	Paratech	48 Inch				\$800.00			
TOTALS	INVENTORY ITEMS: 21						\$0.00	\$217,150.00			

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS: **INVENTORY DATE:** 1/26/2023

	NAME:	Mike Chevrette, Team Director
	ADDRESS:	6227 W. Michigan Ave, Ann Arbor, MI 48108
	PHONE:	(734)368-4922

Insurance company:	Enter Insurance company name here
Insurance company phone:	Enter Insurance company phone number here
Insurance company policy number:	Enter Insurance policy number here
Insurance agent:	Enter Insurance agent name here
Insurance agent phone:	Enter Insurance agent phone number here
Insurance agent address:	Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?	
4		(1)APX6000XE	Motorola					\$800.00			
5		(6)4500 PSI Air Bottles	Luker					\$6,000.00			
6		(2)300' X 1/2" Float Rope	Sterling					\$1,000.00			
7		(1)200' X 1/2" Float Rope	Sterling					\$1,000.00			
8		(3)Belay Bags	Sterling					\$15,000.00			
9		(1)Rigging Bag	Sterling					\$5,000.00			
#REF!		Line Gun	Launcher 500/ResQmax					\$2,000.00			
11		Scene Light	Stream Light Portable					\$1,000.00			
12		(6)2-Way Radio	Motorola/T605 H2O					\$3,000.00			
TOTALS	INVENTORY ITEMS: 0							\$0.00	\$34,800.00		

Contents List



TOTAL ESTIMATED VALUE OF ALL ITEMS:

INVENTORY DATE: 1/26/2023

	NAME:	Mike Chevrette, Team Director
	ADDRESS:	6227 W. Michigan Ave, Ann Arbor, MI 48108
	PHONE:	(734)368-4922

Insurance company:	Enter Insurance company name here
Insurance company phone:	Enter Insurance company phone number here
Insurance company policy number:	Enter Insurance policy number here
Insurance agent:	Enter Insurance agent name here
Insurance agent phone:	Enter Insurance agent phone number here
Insurance agent address:	Enter Insurance agent address here

Item #	Location	Item/description	Make/model	Serial number/ ID number	Date purchased	Where purchased	Purchase price	Estimated current value	Notes	Photo?
4		(1)APX6000XE	Motorola	0816				\$800.00		
5		(6)4500 PSI Air Bottles	Luker	OK206891, IL797162, OK206889, OK603835				\$6,000.00		
6		(2)300' X 1/2" Float Rope	Sterling	#4, #8				\$1,000.00		
7		(1)200' X 1/2" Float Rope	Sterling	#7				\$1,000.00		
8		(3)Belay Bags	Sterling					\$15,000.00		
9		(1)Rigging Bag	Sterling					\$5,000.00		
10		Inflatable boat	Wing/P42	ERX1522RD616				\$10,000.00		
#REF!		Outboard Motor/30HP	Evinrude Rescue PRO/E- Tec	05465531				\$7,000.00		
#REF!		Boat Trailer	Karavan/KB1250-56	5KTBS1911GF516874				\$7,000.00		
#REF!		Line Gun	Launcher 500/ResQmax	13176				\$2,000.00		
11		Scene Light	Stream Light Portable	22078				\$1,000.00		
12		(6)2-Way Radio	Motorola/T605 H2O					\$3,000.00		
TOTALS	INVENTORY ITEMS: 0						\$0.00	\$58,800.00		

Exhibit B
2024 Membership Fee and Membership Fee Structure

1. All WAMAC members are assessed a \$4,000 annual fee. This covers WAMAC membership and specialty teams.
 - a. Participation based on over or under a 30,000 population.
 - i. Over 30,000 population requires three (3) team members with a \$500 penalty per person less than three (3).
 - ii. Under 30,000 populations requires one (1) on team with a \$500 penalty per person less than one (1).
 - b. Housing apparatus credit
 - i. \$500 credit for housing and maintaining an apparatus asset, maximum three (3) credits.
 - c. Excess personnel credit
 - i. \$500 credit for having excess personnel on team (above participation as above), max 3
2. Non-Washtenaw County members may be WAMAC members for \$1,500 and WAMAC / specialty team members for \$4,000 with the same participation requirements.
3. To vote in WAMAC or serve on executive board must be “full” member: WAMAC and specialty teams. This applies to non-Washtenaw County departments only.
4. Any non-specialty team WAMAC member that requests a team deployment will pay a \$10,000 fee plus costs for the request unless the request is a MABAS request.

Credits for apparatus or penalties are assessed to future fiscal year based on previous fiscal year.

Examples:

1. A fire department housed one specialty team asset for FY23. Their dues for FY24 would be \$3,500.
2. A fire department over 30,000 only had only one specialty team member for FY23. Their dues for FY24 would be \$5,000.

In order to receive apparatus credit, the vehicle must have been stored for at least 10-consecutive months indoors. “Apparatus” is a vehicle that is self-propelled.

**CHARTER TOWNSHIP OF YPSILANTI
2024 BUDGET AMENDMENT # 1**

January 16, 2024

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

597 - COMPOST FUND

Total Increase \$33,940.00

Request to amend the 2024 budget for temporary/seasonal gate employees and PTO payout accrual for Compost Fund. The amounts requested for the budget were included in narrative but not in line item budget. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	597-000-699.999	\$33,940.00
		Net Revenues	<u>\$33,940.00</u>
Expenditures:	Salary Temp/Seasonal	597-590-707.000	\$27,800.00
	Salary PTO payout	597-590-708.004	\$6,140.00
		Net Expenditures	<u>\$33,940.00</u>

Motion to Amend the 2024 Budget (#1)

Move to increase the Compost Fund budget by \$33,940 to \$892,557 and approve the department line item changes as outlined.